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REC FOR: OGDEN CITY

## LAND TRANSFER AND DEVELOPMENT AGREEMENT

**THIS LAND TRANSFER AND DEVELOPMENT AGREEMENT ("Agreement")** is made and entered into by and between the **OGDEN CITY REDEVELOPMENT AGENCY** (the "Agency"), and **SOUTHRIVER, LLC**, a Utah limited liability company (the "Developer").

### RECITALS

- A. On or about August 27, 2002, the Agency approved the creation of the Ogden River Redevelopment Project Area ("ORRPA"), approximately a 60 acre area between Washington and Wall, 18<sup>th</sup> and 20<sup>th</sup> streets, Ogden, Utah, for the purpose of creating a mixed-use, mixed income neighborhood in Ogden's downtown district.
- B. On or about June 2006, Ogden City ("City") and/or the Agency purchased, subdivided, and improved approximately 11 acres within the ORRPA known as the Ogden River Drive Subdivision ("Subdivision").
- C. On or about December 2010, the Agency entered into an agreement with Urban Design Associates to develop a Master Plan (as such term is defined hereafter) which pertains to the entire ORRPA.
- D. On or about August 2010, Agency and/or City received an Offer to Purchase certain property within the ORRPA from South River LLC.
- E. On or about November 2010, Agency and Developer entered into a Real Estate Purchase Contract ("REPC") stipulating the terms of purchase of 6.17 acres of land currently owned by the Agency within the ORRPA (hereinafter defined as the "Project Area").
- F. The City and Agency desire to provide for the redevelopment of the Project Area in accordance with the elements of the Master Plan, to minimize financial risk associated with the Project Area, and maximize any long term financial benefit in connection with such redevelopment.
- G. Pursuant to local ordinance, and as substitution for the REPC, the Agency has elected to enter into this Agreement with Developer along with certain other property related agreements and documents pertaining to the redevelopment of the Project Area, as further set forth herein.
- H. Elements of the Master Plan have been incorporated into this Agreement, along with current zoning, and design guidelines.
- I. Developer desires to acquire the Project Area in phases, construct infrastructure (e.g., utilities, roads), construct vertical improvements (i.e. buildings), and sell these improvements individually to separate buyers. The redevelopment of the Project Area is sometimes hereinafter referred to as the "Project."



- J. The purpose of this Agreement is to set forth the terms and conditions under which the Developer will acquire the Project Area from the Agency and to set forth certain conditions in regards to the redevelopment of the Project Area.

IN CONSIDERATION of the mutual promises and covenants set forth herein, the sum of TEN DOLLARS (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Developer hereby agree and covenant as follows:

I. GENERAL.

A. Purpose of Agreement; Previous Agreements.

1. Purpose. The purpose of this Agreement is to establish the terms and conditions for the purchase and development of the Project as has been set forth in the foregoing Recitals and as is more specifically set forth hereafter. The Agency has determined that the development of the Project in accordance with the terms of this Agreement is in the vital and best interests of the City and provides for the health, safety, morals and welfare of its residents in accordance with appropriate public purposes and the provisions of applicable federal, state and local laws and requirements.

2. Previous Agreements / Merger. Agency and Developer hereby acknowledge that the REPC was executed by both parties in regards to the Project Area, but was never ratified by the Agency's Board. The parties agree that the terms of this Agreement supersede and replace any and all terms in the REPC and that the terms herein govern the relationship of the parties going forward from the date of execution of this Agreement.

B. Parties to the Agreement.

1. Agency. The Agency is a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Section 17C-1-101 et seq., Limited Purpose Local Government Entities – Community Development and Renewal Agencies, Utah Code Annotated, 1953, formerly known as the Redevelopment Agencies Act (the "Act").

2. Developer. The Developer is SOUTHRIVER, LLC, a Utah limited liability company. The Developer shall acquire the Project Area and oversee the development of the Project. Developer hereby initially appoints each of Scott Sauric and H. Blaine Walker as the representatives of Developer (each a "Developer's Representative") to represent, speak for and bind Developer in all matters pertaining to this Agreement. SouthRiver, LLC shall have the right under this Agreement to identify and designate another party selected by South River, LLC to develop the Project and in such event such party shall become the "Developer" for purposes of this Agreement. South River, LLC may designate such new "Developer" by written notice to Agency, along with a signed written addendum to this Agreement designating the new Developer and properly acknowledging that such party has agreed to be bound by the terms of this Agreement and to fulfill the Developer's obligations hereunder. However, in such event, SouthRiver, LLC shall remain jointly and severally liable for the Developer's obligations under this Agreement after such delegation, unless specifically released from its obligations, at the sole discretion of the Agency, which release shall not be unreasonably withheld.



C. Definitions. When used herein, the following terms shall have the meanings set forth below:

1. The Project Plan. "Project Plan" for purposes of this Agreement shall mean the mixed-use project plan established for the Project Area which has been determined to be consistent with the design standards for the ORRPA. The Project Plan is specifically set forth on **Exhibit B**. The Project Plan will be divided into two (2) development areas, Section 1 and Section 2. "Section 1" shall consist of four (4) phases of development and pertains to current Lot 5 of the Subdivision. "Section 2" shall not be phased and pertains to Lots 2, 3, and 4 of the current Subdivision.

2. The Project Area. The "Project Area", for purposes of this Agreement, shall mean that certain property located in Ogden City and within the ORRPA consisting of approximately 6.17 acres of land (currently identified as tax parcels 03-041-0002, 03-041-0003, 03-041-0004, and 03-041-0005). The Project Area is situated at approximately Grant Avenue and 20th Street, Ogden, Utah. The Project Area is also as is shown on **Exhibit A**, which by this reference is incorporated herein. The Project Area shall expressly not include Lots 1, 6, 7 & 8 of the current Subdivision which are also shown on **Exhibit A**.

3. Tax Increment. As used in this Agreement, the term "Tax Increment" means the monies which the Agency actually receives from the Project Area pursuant to the provisions of Subsections 17C-1-404 and 17C-2-204 of the Act, as amended, as a result of the improvements and equipment Developer constructs and installs or causes to be constructed and installed on the Project Area. The Tax Increment does not include any property tax monies which the Agency may receive from real or personal property within the ORRPA lying outside the geographic boundaries of the Project Area. The Tax Increment from the Project Area shall be calculated as prescribed by the Act but is generally calculated as the positive difference between the total "base year" or pre-development ad valorem real property and personal property taxes (the "Property Taxes") in regards to the Project Area and the post-development Property Taxes for the Project Area for each year going forward during the Tax Increment Period (as such term is hereinafter defined).

4. Tax Increment Year/Period. The term "Tax Increment Year" means a calendar year beginning January 1 (which is the "tax lien date" when real property is deemed to be assessed for purposes of taxation by the Office of the Weber County Assessor pursuant to law), through and including December 31 of the same calendar year. The term "Tax Increment Period" means the statutory length of time the Taxing Entity Committee (the "TEC") has authorized the Tax Increment Finance Area to exist, including a beginning date and a termination date. For purposes of this Agreement the Tax Increment Period is currently scheduled to end on **December 31, 2019** ("hereinafter the **Initial Tax Increment Period**"). The Initial Tax Increment Period may not be extended beyond its current termination date without the approval of the TEC as authorized by Utah State Law. The Agency currently contemplates asking the TEC to extend the Initial Tax Increment Period through **December 31, 2026** (the "**Extended Tax Increment Period**") and shall cooperatively work in good faith to try and seek approval for the Extended Tax Increment Period, however, both parties acknowledge that such extension will only occur with TEC approval.

5. Improvements and Permitted Uses. The "Improvements" shall generally mean those assets and improvements required and approved by local zoning and further authorized



by the Master Plan, and the Project Plan. If the Project Plan is modified in any material manner by the Developer (or the City) such changes shall be subject to the reasonable approval of the Agency, which approvals shall not be unreasonably withheld, conditioned or delayed. The uses allowed on the Project Area are limited to uses permitted by the Master Plan and all applicable Federal, State, County and Ogden City laws and ordinances (the "Permitted Uses").

6. Master Plan: The "Master Plan" shall mean the Master Plan and Design Guidelines prepared by the firm Urban Design Associates which have been previously adopted for the ORRPA. The Master Plan may be modified by the consent of the City and Agency, but the Master Plan currently anticipates the location of buildings, roads, parks, amenities, pathways, etc. in the ORRPA. The Master Plan also designates types of buildings allowed in certain areas of the ORRPA, and provides architectural guidelines that the Developer shall follow in regards to any vertical construction.

7. Title Transfer or Transfer: The transfer by the Agency of ownership of any portion of the Project Area to Property Owner and the acceptance of such transfer by the Property Owner in accordance with this Agreement. Each such transfer is referred to as a "Title Transfer" for purposes of this Agreement.

8. Title Transfer Date: The business day on which a Title Transfer occurs.

9. Title Company: means Integrated Title Services, Inc. ("ITS"), its successors and assigned or any other title company mutually approved by the Agency and Developer.

D. Conditions Precedent to Effectiveness of Agreement. This Agreement, shall not take effect until

- (i) This Agreement has been approved by the governing board of the Agency; and
- (ii) This Agreement has been executed by the Agency and the Developer; and
- (iii) The Project Plan has been approved by Ogden City.

Agency shall promptly notify the Developer in writing as to date on which all of the foregoing conditions precedent have been satisfied and such date shall become the "Effective Date" of this Agreement.

E. Representations of the Agency. The Agency represents to Developer as follows:

1. Title: The Agency presently has and will convey to Developer good, indefeasible and marketable title to all property within the Project Area upon the terms and at such times as are provided herein.

2. Availability of Tax Revenues. Prior to the Effective Date, the Agency has created a Tax Increment Finance District and is entitled to collect the Tax Increment related to the Project Area.



3. Environmental. To the Agency's best knowledge, the Agency has delivered copies, or has otherwise made available to Developer, any environmental documents in the Agency's control or possession associated with the Project Area.

4. Broker. The Agency has not authorized any broker or finder to act on its behalf in connection with the transactions contemplated herein and it has not dealt with any broker or finder purporting to act on behalf of any other party.

5. Compliance with Laws. The Agency represents to Developer that the Agency is a duly authorized Redevelopment Agency under the laws of the State of Utah. The Agency further represents and warrants to Developer that the Agency is duly authorized under the Act and under all other laws, regulation, and ordinances applicable to the Agency to enter into this Agreement and that the performance of the Agency's obligations as provided herein are permitted activities of the Agency under all applicable laws and ordinances. Furthermore, the Agency represents and warrants to Developer that all contracts and relationships between the Agency and the City shall in all regards conform to the requirements of all applicable laws governing the conduct of the Agency and the City, respectively. The Agency shall indemnify and hold the Developer harmless from and against any claims and/or damages suffered by the Developer as the result of the breach of the representations of the Agency made in this Section 5.

F. Representations of the Developer. Developer represents to Agency as follows:

1. Authorization. Developer is duly organized and legally existing under the laws of Utah and is duly qualified to conduct business in the State of Utah.

2. Performance. Performance of the Agreement will not result in any breach of, or constitute any default under any agreement or other instrument to which Developer is a party or to which Developer might be bound. Developer further agrees that it shall use commercially reasonable efforts to expedite the build out of the Improvements to the Project Area (in phases, as applicable) as is contemplated in the Project Plan. Developer will promptly notify Agency in the event that Developer determines that it will be permanently unable to proceed with the development.

3. Broker. Developer has not authorized any broker or finder to act on its behalf in connection with the transaction contemplated herein and it has not dealt with any broker or finder purporting to act on behalf of any other party. Developer agrees to hold harmless and indemnify Agency from and against any and all claims, losses, damages, costs, or expenses of any kind or character arising out of or resulting from any agreement, arrangement, or understanding alleged to have been made by such party or on its behalf with any broker or finder in connection with this Agreement. It is hereby disclosed that certain of the principals of SouthRiver, LLC (including but not necessarily limited to H. Blaine Walker) are licensed Real Estate Brokers in the state of Utah and may be dealing in this transaction for their own account.

G. No Other Representations or Warranties: Except as is otherwise expressly set forth in this Agreement, it is understood and agreed that the real property contemplated for transfer herein shall be transferred and conveyed in an "as-is" condition with any and all faults and latent and patent defects without any express or implied representation or warranty by Agency. Except as is otherwise expressly set forth herein and as is set forth in the deeds by which the Agency will



convey the respective properties, Agency has not made, does not hereby make, and hereby specifically disclaims any representations or warranties of any kind or character whatsoever, express or implied, with respect to the property, the condition of such property (including without limitation any representation or warranty regarding suitability or fitness for any particular purpose), compliance of such property with environmental laws or other laws, or any other matter or thing relating to or affecting the property. Developer acknowledges and agrees that it is entering into this Agreement without relying (except as is expressly set forth in this Agreement) upon any such representation, warranty, statement or other assertion oral or written, made by Agency or any representative of Agency or any other person acting or purporting to act for or on behalf of agency with respect to the Project Area but rather is relying upon its own examination and inspection of the Project Area. Developer represents that it is a knowledgeable purchaser of real estate and that outside of the express representation and warranties of the Agency set forth herein, it is relying solely on its own expertise and that of its consultants in acquiring the property.

## II. CONDITION OF THE PROJECT AREA

A. Zoning of the Project Area. The Agency represents that the Project Area is currently zoned MU and that such classification will permit the development, use, operation and maintenance of a mixed-use project plan as contemplated in the Project Plan and according to the Permitted Uses.

B. Physical Condition of the Project Area. It shall be the sole responsibility of Developer prior to the execution of this Agreement to investigate and determine the suitability and adequacy of the Project Area for the Developer's proposed development and improvements. Developer shall bear the responsibility of all environmental issues pertaining to the property, with the exception of any and all soil compaction related issues which are the responsibility of the Agency as provided herein. The Agency has prior to the execution hereof, provided Developer with copies of any and all environmental studies in the possession of either the Agency or the City. Reliance by Developer on such studies shall be the sole responsibility of the Developer. As to soil compaction issues, Agency has provided to Developer a current copy of a comprehensive geotechnical study (See **Exhibit G – AGEC Soils Report**) that attempts to define the physical conditions and suitability of the soils found within the Project Area. Reliance by Developer on such study shall be the sole responsibility of Developer. Any obligations by Agency or Developer to mitigate soils issues as recommended in **Exhibit G** are expressly as are set forth in **Exhibits C & D**.

C. Agency's Remediation Cap: The Agency has estimated in good faith that the total cost for fuel and materials in regards to the Agency's soils mitigation activities within the Project Area will be up to \$400,000 and the Agency has used this estimate in agreeing to enter into this Agreement. As such, Developer agrees that the Agency's financial obligations to the City for fuel and materials under its contract with the City to perform the Agency's obligations under **Exhibit D** to this Agreement and Section II (B) above, for the remediation of soils at the Project Area shall be limited to the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) (the "**Remediation Cap**"). Other trucking, labor and equipment costs incurred in the performance of the Agency's remediation obligations hereunder aside from soil materials and fuel, and any costs incurred by Developer for the placement, compacting, and testing of the imported material provided by Agency shall not be included in or subject to the Remediation Cap. Agency shall provide a



report for each phase of the project as to amounts paid to the City for fuels and materials and an estimate of the percentage of the total work completed through such date. If at any time, it becomes clear that the total cost to the Agency for fuel and materials will exceed the Remediation Cap, then Agency shall promptly notify Developer of the same. Developer shall have the right to reasonably audit the costs related to the Remediation Cap and Agency shall cooperate with such audit activities. If the Remediation Cap is reached, and the Agency's responsibilities have not been completed, Agency and Developer covenant that they will work together in good faith to determine a reasonable solution that addresses any remaining remediation work and that is consistent with the mutual desires of the Developer and the Agency to complete this Project in an expeditious manner. In the event no such solution is agreed upon, either party may, in its discretion, elect upon written notice to the other to terminate this Agreement as to any portion of the Project Area on which the Agency has been unable to complete its remediation obligations hereunder due to the Remediation Cap having been reached.

### III. TRANSFER OF TITLE.

A. Title Transfer Agreement. There are two development sections in the Project Plan, and there are four(4) currently contemplated phases of development in Section 1 of the Project Plan (Phase 1, Phase 2, Phase 3 and Phase 4 as shown on **Exhibit A**) and one(1) phase of development in Section 2 of the Project Plan as outlined in **Exhibit B**. The parties further contemplate that Developer will acquire and develop Phases 1 through 4 within Section 1, one phase at a time in order to develop the same, subject to the standards outlined in **Exhibit C, Section 3** to this Agreement. Subject to the terms hereof, the Agency and Developer agree to effectuate each Title Transfer as set forth herein. Each Title Transfer shall take place at the office of the Title Company on the applicable scheduled Title Transfer Date or such other time and place mutually agreed upon by the parties. Closings shall occur as is usual and customary for commercial transactions of this nature as conducted by the Title Company.

B. Title Transfer Conditions. The following are conditions precedent to the Agency's obligations to enter into each Title Transfer with Developer and Developer's obligations to receive the same:

1. No un-cured default exists under the terms of this Agreement on the part of Developer and/or Agency, as applicable.
2. As to any Title Transfer of a parcel within Section 1, a subdivision plat creating the parcel to be transferred acceptable to the Agency has been approved and recorded.
3. Beginning with Phase 2, Developer shall have given a written 60 day notice to the Agency to commence its soils remediation obligations under Exhibit D as to the property which is the Subject of the Title Transfer and Agency shall have notified Developer in writing that Agency is prepared to complete such remediation obligations, and that the Remediation Cap will not prevent the Agency from promptly completing its obligations as to such parcel.
4. Developer shall have obtained all required initial development approvals from the City pertaining to the property which is the subject of the Title Transfer.



5. As to any Title Transfer of a parcel within Section 1 (after the first Title Transfer), Developer shall have been issued Certificates of Occupancy by the City for at least 80% of the units within the phases of Section 1 previously acquired by Developer.

C. Title Transfer Phasing and Timing. Subject to the satisfaction of the conditions set forth in this Agreement, Title Transfers for each property within the Project shall correspond with the approved Project Plan and its related phasing, as is specifically set forth in Exhibit A, and described generally as follows:

**Section 1, Phase 1:** land for 15 units, common space, and detention area – approximately 1.15 acres

**Section 1, Phase 2:** land for 20 units plus common space and remaining detention area - approximately 1.10 acres

**Section 1, Phase 3:** land for 13 units plus common space - approximately 0.70 acres

**Section 1, Phase 4:** land for 21 units plus common space - approximately 1.21 acres

**Section 2**—land consisting of Lots 2, 3 and 4 of the Subdivision consisting of approximately 2.33 acres

The Title Transfer to the Section 1, Phase 1 property shall occur no later than fifteen (15) days after final permits for site construction of the initial Section 1, Phase 1 Improvements have been issued by Ogden City. Additional transfers of title to Phases 2, 3 and 4 of Section 1 shall be subject to the terms of this Agreement and more specifically the development restrictions outlined in Exhibit C Section 3 to this Agreement. Title Transfers to each additional Phase within Section 1 shall occur within fifteen (15) days of the date on which Developer notifies Agency of satisfaction of the contingencies within the control Developer set forth in Article III (B) above. The title transfer for Section 2 of the Project Plan shall be completed, on or before **June 30, 2014** and may occur at any time Developer notifies Agency and is prepared to complete the Improvements required hereunder for Section 2 property.

D. Project Plan Section 2 Contingency Cash Purchase. When Developer takes title to the Section 2 property and the TEC has not at the time of such transfer extended the Tax Increment Period to reflect the Extended Tax Increment Period contemplated in Article II above, then Developer shall be required in such event to pay to the Agency in certified funds at the time of the transfer of the Section 2 property the sum of \$258,952 (hereafter the "**Cash Payment**"). The parties acknowledge that the TEC will be meeting in the summer of 2011 to determine whether to extend the Initial Tax Increment Period. In the event that the Initial Tax Increment Period is extended to reflect the Extended Tax Increment Period then the Developer shall not be required to make the Cash Payment at the time of the transfer of the Section 2 property. When Developer takes the Section 2 property and makes the Cash Payment, the Developer shall be entitled to recover the Cash Payment through the receipt of 70% of the annual Tax Increment attributable to the Section 2 Property collected by the Agency which the Agency shall pay to the Developer as such is received by the Agency and such payments to the Developer shall continue until such time as either the Cash Payment has been refunded to the Developer in full or until the Tax Increment Period has ended. The Agency does not represent that the Tax Increment related to the Section 2 property will be



sufficient to reimburse Developer for the entire Cash Payment and the Developer shall not be entitled to receive interest on the Cash Payment. Furthermore, Developer's right to receive 70% of tax increment described under this section to recover the Cash Payment, if applicable, shall begin from the Title Transfer Date of the Section 2 property as evidenced by the recording date of the deed.

E. Agency's Transfer Obligations. At each Title Transfer, the Agency shall:

1. Deliver to the Title Company a full executed and acknowledged Special Warranty Deed to Developer for the applicable property.
2. Deliver physical possession of the applicable property to Property Owner.
3. Deliver such other documentation or instruments reasonably required by the Title Company for the Title Transfer to occur in accordance with this Agreement.

F. Property Owner's Obligations. At Title Transfer, the Property Owner shall:

1. Take possession of the applicable Transfer property from Agency.
2. Deliver such other documentation or instruments reasonably required by the Title Company or Agency for the Title Transfer to occur in accordance with this Agreement.

**IV. DEVELOPMENT OF PROJECT AREA**

A. Development. Developer shall without expense to the Agency, other than as provided for herein, upon each Title Transfer promptly prepare such received property for development and construct and install all Improvements and equipment on such property as per the approved Project Plan.

B. Land Acquisition; Parties Responsibilities and Covenants

1. Purchase Price and Payment Schedule: The Developer is "purchasing" the parcels which comprise the Project Area from the Agency for the sum of ONE MILLION THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,300,000.00) (the "Purchase Price"). Except for the events described in Article III(D) above, the Purchase Price shall be paid to the Agency from the Tax Increment received from the Project Area during the Tax Increment Period (as such may be extended). In the event that Tax Increment revenues generated through the Initial Tax Increment Period (or the Extended Tax Increment Period, if applicable) are insufficient to completely fund the Purchase Price value stated herein, then in no event shall the Developer be required to make any cash payment from the Developer's funds towards the Purchase Price to the Agency, except for the limited situation set forth in Article III(D) above, which may be reimbursed to Developer as provided therein.

C. Developer's Undertakings. The nature and extent of Developer's additional undertakings under this Article IV(C) are described on Developer's Additional Undertakings on Exhibit C, attached hereto.



D. Utility Relocation/Extension - Developer's Responsibilities. Developer shall, without expense to the Agency or public assessment against the Project Area, and prior to the completion of the Improvements on each parcel of property received by the Developer hereunder, undertake all of the relocation or extension of utilities as may be required on each parcel of property actually received by the Developer hereunder.

E. Agency's Undertakings. The nature and extent of the Agency's additional undertakings under this Article III Section E are described on Agency's Undertakings on **Exhibit D**, attached hereto.

F. General Requirements and Rights of Agency.

1. Schematic drawings and construction plans (both preliminary and final) for the Improvements to be constructed by the Developer (the "**Construction Documents**") shall be prepared by a licensed Architect and/or Civil Engineer in the State of Utah. The Construction Documents shall conform with the Project Plan and this Agreement, including limitations established in the Scope of Development, on **Exhibit E**, attached hereto, (collectively the "**Development Standards**"), and all applicable federal, state and local laws and regulations.

2. The Architect retained or to be retained by Developer to design the Improvements shall utilize, as necessary, members of associated design professions, including appropriate civil engineers.

3. The Improvements to be constructed shall be constructed by Developer in strict compliance with the Construction Documents and also in strict compliance with all applicable local, state and federal laws and regulations; including all applicable federal and state labor standards.

4. The Developer, for itself and its successors and assigns, agrees that in the construction of the Improvements provided for in this Agreement, the Developer will not discriminate against any employee or applicant for employment because of race, color religion, sex or national origin.

G. Issuance of Permits

1. Developer shall have the responsibility for obtaining all necessary permits, at full cost, and the Developer shall make application for such permits directly to the City and to other appropriate agencies. Developer shall, prior to the date scheduled for construction, submit an application for building permits and thereafter diligently fulfill all requirements of such application. If Developer intends to proceed at first with only a general permit for the Project Area, Developer shall nevertheless timely apply for and thereafter diligently pursue the issuance of the building permits or other intermediate permits to the end that construction may proceed without interruption once it has commenced. Failure to timely file and to diligently pursue issuance of all required permits shall be a breach of this Agreement and grounds for termination of this Agreement at the option of the Agency upon not less than thirty (30) days written notice to Developer.

2. The Agency shall act as liaison where necessary and shall provide reasonable assistance to the Developer in securing required building permits. In no event shall Developer be



obligated to commence construction (the dates set forth in **Exhibit F** notwithstanding) if any such permit is not issued despite good faith efforts by the Developer to secure it. In the event there is a delay beyond the usual time for obtaining any such permits due to no fault of the Developer, the dates set forth in **Exhibit F** shall be extended accordingly to dates that are mutually agreed upon by the parties.

H. Times for Construction. Developer agrees to promptly begin and diligently execute to completion the development of the Project Area, in accordance with the Project Plan, through the Construction of the Improvements thereon, and that such construction shall in any event commence and thereafter be diligently pursued and shall be completed no later than the dates specified in **Exhibit F**, attached hereto, unless such dates are extended by the Agency or the Developer is unable to undertake or complete the Improvements because of any of the reasons set forth in Article X(H) hereof.

I. Continuous Development of the Project Area. In addition to Developer's obligations to use commercially reasonable efforts to diligently execute to completion the development of the Project, Developer agrees that once a Title Transfer has occurred in regards to a property within the Project Area, as referenced under Article III above, as well as under **Exhibit C** to this Agreement, Developer shall complete the development on each such received property within EIGHTEEN (18) MONTHS of such Title Transfer. Failure to timely complete the Improvements on any transferred property pursuant to the Agreement shall constitute a default of this Agreement, upon which default Agency may terminate the Agreement on not less than thirty (30) days written notice to the Developer and cancel its obligations to transfer any additional property hereunder.

## V. TAXES AND ASSESSMENTS.

### A. Tax Increment Used as Incentive

1. Tax Increment is Essential to Agreement. It is agreed by the parties that except for the availability of Tax Increment revenues or funds and resources from other identified Agency sources, the Project Area would be financially infeasible to develop and the Developer would not be willing to enter into this Agreement or to not proceed with the development of the Project. Therefore, the parties agree that Tax Increment from the Project Area as set forth in this Agreement will be used to pay Agency the Purchase Price of the property as defined in Article IV, B (1). As a result, Agency shall retain, during the full Tax Increment Period, or any extension mutually agreed upon and legally allowed, 100% of the Tax Increment revenue generated from the entire Project Area, subject only to the limited contingency on tax increment collection on the Section 2 property as referenced above in Article III(D) of this Agreement.

2. Timely Payment of Taxes. Subject to Developer's right to protest or appeal as provided below, through the Tax Increment Period (or any extension thereof), all ad-valorem taxes and assessments levied or imposed on a property within the Project Area owned by the Developer from time to time, any of the Improvements thereon, and any personal property on such a property within the Project Area for any period commencing after acquisition by Developer of such property within the Project Area shall be paid annually by Developer for the period of Developer's ownership during such tax year on or before the property tax due date ("Tax Due Date") which is currently set by law as November 30th.



B. Tax Increment Right to Appeal

Upon Developer's acquisition of a property within the Project Area, Developer shall have the right to protest or appeal the amount of assessed taxable value levied against such property located within the Project Area by the County Assessor, State Tax Commission or any lawful entity authorized by law to determine the ad valorem assessment against the Project Area, the Improvements, personal property on such property within the Project Area in the same manner as any other taxpayer as provided by law. Developer shall, however, notify the Agency in writing within ten (10) calendar days of Developer's filing of any protest or appeal to such assessment determination and provide a copy to the Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, Developer shall give to the Agency written notice at least fifteen (15) calendar days prior to the time and date that such protest or appeal is to be heard. The Agency shall have the right, without objection by Developer, to appear at the time and date of such protest or appeal and to present oral or written information or evidence in support of or objection to the amount of assessment which should or should not be assessed against the real or personal property within the Project Area and the amount of the Agency's Project Area indebtedness outstanding.

VI. USE OF LAND WITHIN THE PROJECT AREA.

A. Covenants in Agreement. Developer covenants and agrees for themselves, and their successors and assigns to or of the Project Area or any part thereof, that Developer, and such successors and assigns shall:

FIRST: Devote the Project Area to, and only to and in accordance with, the uses specified in the Project Plan, Master Plan, and this Agreement, as hereafter amended and extended from time to time, but never without the prior written consent of the Agency for uses other than the Permitted Uses, which are the only uses permitted by this Agreement. At the eventual dissolution of the redevelopment area, uses within the Project Area shall be governed only by applicable federal, state and municipal codes and regulations relating to such uses.

SECOND: Pay on or before the Tax Due Date, all ad valorem taxes or assessments on or relating to any part of the Project Area under the ownership of the Property Owner.

THIRD: Commence promptly the construction and installation of the Improvements on the Project Area in accordance with this Agreement and the Project Plan and diligently pursue the construction of the Improvements to completion.

FOURTH: Not discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Area or any Improvements located therein. Neither shall Developer, or any person claiming under or through it, establish or permit any such practice or practices of unlawful discrimination or segregation with reference to the selection,



location, number, use, or occupancy of tenants, lessees, sub-lessees or vendees in the Project Area.

B. Enforcement of Covenants. It is intended and agreed that the agreements and covenants provided in this Article VI shall be covenants running with the land and without regard to technical classification or designation, legal or otherwise, be to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by the Agency against Developer, their successors and assigns, to or of the Project Area or any part thereof or any interest therein, and any party in possession or occupancy of the Project Area or any part thereof. The Parties agree that the Agency shall be deemed a beneficiary of the agreements and covenants provided in Article VI(A) above, both for and in its own right and also for the purposes of protecting the interest of the community and other parties, public or private, in whose favor or for whose benefit these agreements and covenants have been provided.

## VII. ASSIGNMENT PROVISIONS

Developer shall not have the right to assign or transfer this agreement without the consent of Agency, which consent shall not be unreasonably withheld, conditioned, or delayed.

## VIII. MORTGAGE FINANCING; RIGHTS OF MORTGAGEES.

A. Limitation Upon Encumbrance of Property. Prior to the completion of the Improvements, neither Developer, Property Owner or any successor in interest to the Project Area or any part thereof shall engage in any financing or any other transaction creating any mortgage or other encumbrance or lien upon the Project Area or Improvements, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the Project Area except for the purposes of obtaining funds only to the extent necessary for making the Improvements (i.e., cost of construction, financing, property acquisition, architectural fees, permits, etc., and any other costs in connection with the physical Improvements). It is further agreed that the Developer, or successor in interest, shall notify the Agency in advance of any mortgage financing it proposes to enter into with respect to the Project Area and the Improvements and in any event that it shall promptly notify the Agency of any encumbrance or lien that has been created on or attached to the Project Area, whether by involuntary act of the Developer or otherwise.

B. Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement, the holder of any mortgage authorized by this Agreement, including any such holder who obtains title to the Project Area or any part thereof as a result of foreclosure proceedings or action in lieu thereof, but not including (1) any other party who thereafter obtains title to the Project Area or such part from or through such holder, or (2) any other purchaser at foreclosure sale other than the holder of the mortgage itself, shall in no way be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion; provided, that nothing in this section or any other section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Project Area or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided or authorized in the Master Plan.



C. Copy of Notice of Default to Mortgagee; Mortgagee's Option to Cure Defaults.

Whenever the Agency shall deliver or make any notice or demand to Developer with respect to any breach or default by Developer in its obligations or covenants under this Agreement, the Agency shall at the same time deliver to each holder of record of any mortgage authorized by this Agreement, if any, a copy of such notice or demand, and each such holder shall insofar as the rights of the Agency are concerned, have the right, at its option, to cure or remedy such breach or default to the extent that it relates to the part of the Project Area covered by its mortgage, and to add the cost thereof to the mortgage debt and the lien of its mortgage; Provided, that if the breach or default is with respect to construction of the Improvements, nothing contained in this section or any other section or provision of this Agreement shall be deemed to permit or authorize such holder, either before or after foreclosure or action in lieu thereto, to undertake or continue the construction or completion of the Improvements, beyond the extent necessary to conserve or protect Improvements or construction already made, without first having expressly assumed the obligation to the Agency to complete, in the manner provided in this Agreement, the Improvements on the Project Area or the part thereof to which the lien or title of such holder relates, and submitted evidence satisfactory to the Agency that it has the qualifications and financial responsibility necessary to perform such obligation. Any such holder who shall properly complete the Improvements relating to the Project Area or applicable part thereof shall be entitled, upon written request made to the City to a certificate of occupancy by the City to such effect, in the manner provided in this Agreement.

D. Mortgage and Holder. For the purpose of this and other sections of this Agreement, the term "mortgagee" shall be deemed to include "beneficiary of deed of trust," or any insurer or guarantor of any obligation or condition secured by such mortgage or deed of trust.

**IX. DEFAULT; REMEDIES; TERMINATION**

A. Definition of Default. A party shall be in default hereunder when it has not properly performed any one or more of its obligations under this Agreement in a timely manner, including within the applicable dates set forth in **Exhibit F** or other time requirements of this Agreement, as applicable, and as such may times may be extended by any other applicable provision of this Agreement.

B. Notice of Default; Stay of Legal Proceeding. If Developer or the Agency defaults with respect to any of the provisions of this Agreement, the non-defaulting party shall send written notice of such default to the defaulting party. The defaulting party must immediately commence to cure, correct or remedy such failure or delay, and shall proceed diligently to complete such cure, correct or remedy such failure or delay, and shall proceed diligently to complete such cure within thirty (30) days after service of the notice of default. The defaulting party shall be liable to the other party for any damages caused by such default and the non-defaulting party may thereafter (but not before) commence an action for damages against the defaulting party with respect to such default. If the default is not commenced to be cured by the defaulting party within twenty(20) days of service of the notice of default, the non-defaulting party at its option may thereafter (but not before) commence an action for specific performance of the terms of this Agreement.



C. Legal Actions.

1. Institution of Legal Actions. Subject to the express limitations set forth elsewhere in this Agreement, in addition to any other rights or remedies available at law or in equity, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purposes of this Agreement. Such legal actions must be instituted in the District Court of the County of Weber, State of Utah, or in the United States District Court for the District of Utah.

2. Service of Process.

(a) Service on Agency. In the event that any legal action is commenced by Developer against the Agency, service of process on the Agency shall be made by personal service upon the Chairman, Executive Director or Secretary of the Agency or in such other manner as may be provided by law.

(b) Service on Developer. In the event that any legal action is commenced by the Agency against Developer, service of process on Developer shall be made by personal service upon a corporate officer of the Developer personally or in such other manner as may be provided by law, whether made within or without the State of Utah.

D. Rights and Remedies Are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties whether provided by law or equity or under this Agreement are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

E. Rights of Termination.

1. Termination by Developer. Developer has the right to terminate this Agreement Within thirty (30) days of the Effective Date of this Agreement if the Developer shall furnish evidence satisfactory to the Agency that it has been unable, after and despite diligent effort, to obtain the necessary funding commitments sufficient to enable it to fund the construction of the Improvements contemplated to be constructed on the Project Area under this Agreement on or before the date therefore set forth in the Schedule of Performance. In the event that Developer terminates this Agreement under this provision prior to receiving any benefit from the Agency, neither party shall have any further rights or liabilities against the other.

2. Termination by Agency. The Agency at its option may terminate this Agreement; (a) If Developer improperly assigns this Agreement (or any rights therein) in violation of this Agreement; (b) If the Developer does not provide to Agency Construction Drawings and related documents, as required by this Agreement, and such breach is not cured within thirty (30) days after the date of written demand therefore by the Agency; (c) If Developer improperly encumbers the Project Area (or any portion thereof) in violation of this Agreement; (d) If Developer is unable or unwilling to comply with Master Plan; (e) If Developer fails to timely perform any obligation required by this Agreement. Time is of the essence in this Agreement.



Upon any termination under this Article E(2), the Agency shall be relieved of all further unperformed responsibilities under this Agreement.

F. Survival of Obligations. The obligations and burdens imposed upon Developer hereunder to complete the Improvements shall not, with respect to any portion of the Project Area, survive the unconditional delivery of a Certificate of Completion by the City with respect to that portion of the Project Area. All other obligations and burdens imposed upon the Developer under this Agreement shall survive the delivery of the Certificate of Completion.

**X. GENERAL PROVISIONS.**

A. Notices, Demands and Communications Between the Parties. Formal notices, demands and communications between the Agency and the Developer shall be deemed sufficiently given if given in person or if dispatched by registered or certified mail, postage prepaid, return receipt requested, or if delivered by a recognized national courier service (i.e. UPS, Federal Express, etc.) to the following addresses:

IF TO THE AGENCY:

Ogden City Redevelopment Agency  
Attention: Executive Director  
2549 Washington Boulevard, Suite 900  
Ogden, Utah 84401  
With copy to:  
Ogden City Attorney  
2549 Washington Boulevard Suite 800  
Ogden, Utah 84401-3111

IF TO DEVELOPER:

SouthRiver, LLC  
Attention: Scott Sauric  
2642 SilverPoint Way  
Bluffdale, Utah 84065

With a copy to:  
H. Blaine Walker  
PO Box 902587  
Sandy, Utah 84090-2587

Notices, demands and communications shall be deemed delivered on the date delivered in person or on the date postmarked when mailed in the manner set forth in this Article X Section A. A party may change its address for purposes of notice by delivering to the other party notice of such change in the manner provided in this Section.

B. Warranty Against Payment of Consideration for Agreement; Conflict of Interest. The Developer warrants that it has not paid or given, and will not pay or give, any party who is not a party to this Agreement, any money or other consideration in exchange for obtaining this Agreement, other than normal costs of conducting business and costs of professional services such as Architects, Engineers and Attorneys. To the best knowledge of Developer, no member, official



or employee of the Agency has or shall have any direct or indirect interest through the Developer in this Agreement, nor shall any such party participate in any decision relating to the Agreement which is prohibited by law.

C. Conflict of Interest – Agency. No member, official, employee, consultant, or agent of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, employee, consultant or agent participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is directly or indirectly interested.

D. Non-liability of Agency Officials and Employees. No member, official, employee, consultant or agent of the Agency shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the Agency or for any amount which may become due to the Developer or its successor on any obligation under the terms of this Agreement.

E. Attachments/Recitals. All Exhibits and attachments to this Agreement and Recitals are incorporated herein and made a part hereof as if set forth in full and are binding upon the parties.

F. Headings. Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. "Paragraph" and "Section" may be used interchangeably.

G. Successors and Assigns of Developer. This Agreement shall be binding upon Developer, and its successors and assigns and where the term "Developer" is used in this Agreement, it shall mean and include the successors and assigns of Developer except that: Agency shall have no obligation under this Agreement to any unapproved successor or assigns of Developer where Agency approval of such successor or assigns is required by this Agreement.

H. Enforced Delay; Extension of Times of Performance. In addition to specific provisions regarding extension of time for performance set forth elsewhere in this Agreement, performance by either party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection; strikes; lock-outs; riots; floods; earthquakes; fires; casualties; acts of God; epidemics; quarantine restrictions; litigation (other than condemnation actions) over which Developer has no control; inability (when Developer is faultless) to secure necessary labor, materials or tools; delays (when Developer is faultless) of any contractor, subcontractor or supplier; wrongful acts of the other party; acts or failure to act of any public or governmental agency or entity not a party to this Agreement; or any other causes beyond the control or without the fault of the party claiming an extension of time to perform (each of the foregoing being hereinafter referred to as a "Forced Delay"); Provided, that in order to obtain the benefit of the provisions of this Section, within thirty (30) calendar days after the beginning of any such Forced Delay the party seeking the benefit of this Section shall have notified the other party thereof in writing stating the cause or causes for the Forced Delay. An extension of time of any such cause shall only be for the period of such Forced Delay, which period shall commence to run from the time of the commencement of the cause. Times of performance under this Agreement may also be extended by agreement in writing signed by the Agency and the Developer and as otherwise provided in this Agreement.



I. Approval by Agency and Developer. Wherever this Agreement requires the Agency or the Developer to approve any contract, document, plan, specification, drawing or other matter, such approval shall not be unreasonably withheld, conditioned or delayed.

J. Entire Agreement, Waivers and Amendments. This Agreement may be executed in one or more duplicate originals, each of which shall be deemed to be an original. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Agency and of the Developer, and all amendments hereto must be in writing and signed by the appropriate authorized representatives of the Agency and the Developer.

K. Severability. In the event that any condition, covenant or other provisions herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision 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.

L. Recitals and Exhibits. All Recitals at the beginning of this Agreement and Exhibits annexed to this Agreement and the documents to be delivered at or prior to the execution of this Agreement are expressly made a part of this Agreement as fully as though completely set forth in it. All references to this Agreement, either in the Agreement itself or in any of such writings, shall be deemed to refer to and include this Agreement and all such Exhibits and writings. Any breach of or default under any provisions of any such writings shall, for all purposes, constitute a breach or default under this Agreement and all other such writings.

#### **XI. SPECIAL PROVISIONS.**

The Agency and the Developer shall not amend this Agreement in a manner that would violate the Project Plan or the Act.

#### **XII. TIME FOR ACCEPTANCE OF AGREEMENT BY AGENCY**

This Agreement, when executed by Developer and delivered to the Agency, must be authorized, executed and delivered by the Agency within ten (10) days after date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer shall consent in writing to any further extension of time for the authorization, execution and delivery of this Agreement. The date of this Agreement shall be the date when the Agreement shall have been signed by the Agency (which date is the date set forth next to the signature on behalf of the Agency).

#### **XIII. MEMORANDUM OF DEVELOPMENT AGREEMENT**

The Agency and Developer agree to execute a Memorandum of Development Agreement describing this Agreement and record same in the office of the Weber County Recorder, Ogden, Utah.



SIGNATURES ON FOLLOWING PAGE



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth opposite their respective signatures below.

DATE: \_\_\_\_\_

AGENCY:

OGDEN CITY REDEVELOPMENT AGENCY

ATTEST:

BY

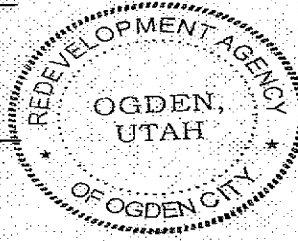
[Signature]  
Ogden City Recorder

BY

[Signature]  
Matthew R. Godfrey, Executive Director

Approved As to Form:

[Signature]  
Office of Agency Attorney



DATE: \_\_\_\_\_

DEVELOPER:

SOUTHRIVER, LLC, a Utah limited liability company

By:

[Signature]

Printed Name: H. Blaine Walker

Title: Co-Manager

Date: July 18, 2011

By:

[Signature]

Printed Name: Satt Samic

Title: Co-Manager

Date: 7-18-11







**EXHIBIT B**  
**PROJECT PLAN**

The following documents are part of the Project Plan. The documents support the statements and findings incorporated in the Project Plan.

**Section 1 – Townhomes**

Preliminary Plat

Site Plans

Utility Plans

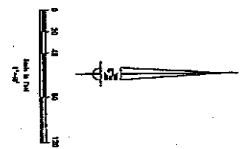
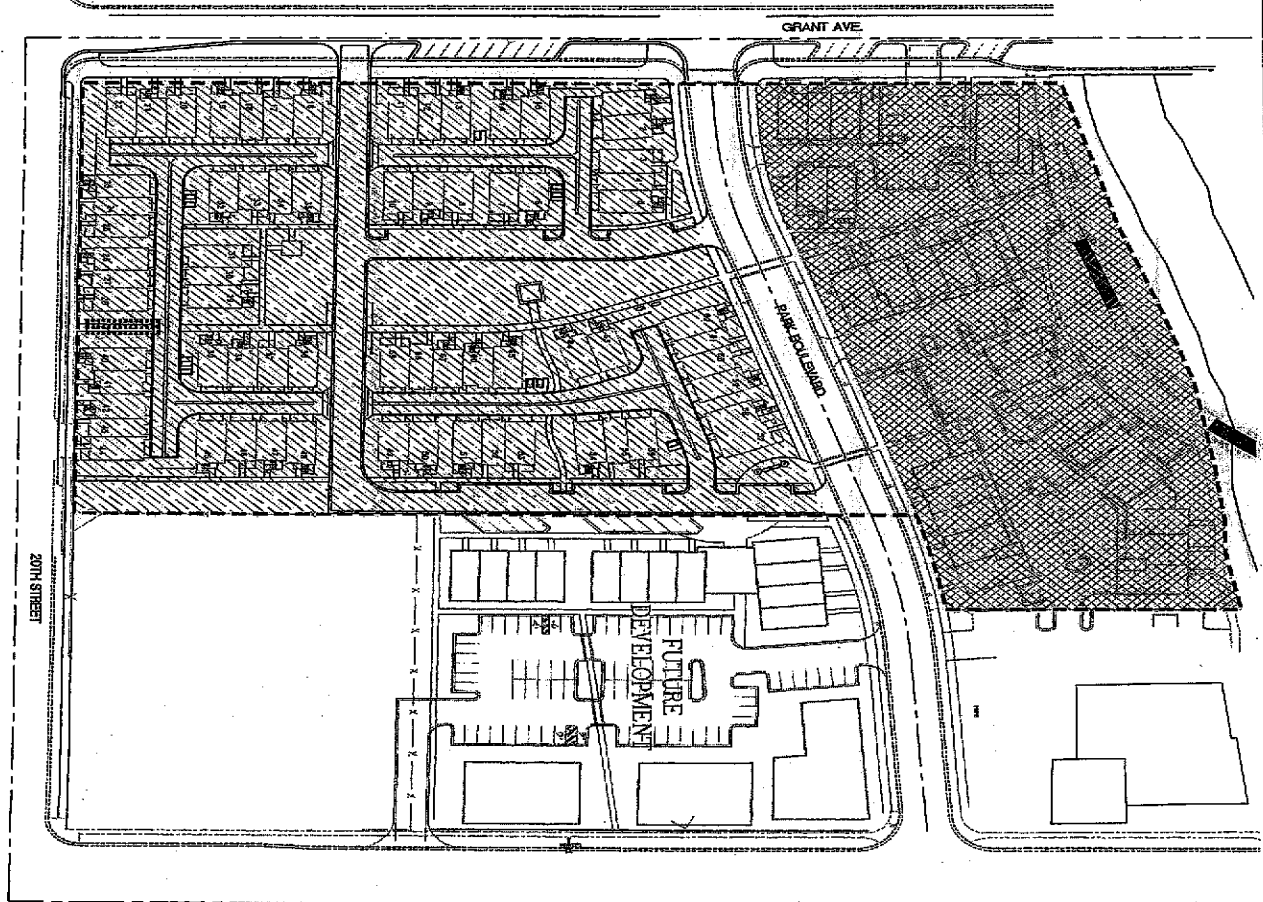
Landscape Plans

Building Elevations

Project Pro-forma - Townhomes

MU Zone Development Agreement

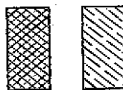





PROJECT  
PLAN

SECTION 1

SECTION 2



<div>1</div> <div>1</div>	<div><div><div>3010 S. Adams Ave. Parkville, Mo. 64114 Ogden, Utah 84403 (801) 439-0000</div></div></div>	<div><div>SOUTH RIVER LLC</div><div>THE TOWNHOMES AT SOUTH RIVER</div><div>PROJECT PLAN</div><div>OGDEN CITY, UTAH</div></div>	<div></div>	<div>REVISIONS</div> <table><tr><th>DATE</th><th>DESCRIPTION</th></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr></table>	DATE	DESCRIPTION									<div>SCALE: 1" = 30'</div> <div>DATE: 6/11/11</div> <div>DRAWN: SC</div> <div>CHECKED: TV</div>
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<div>EWING: <small>Minimum 10% of project cost must be paid before drawings are released. Payment made by check or money order.</small></div>															

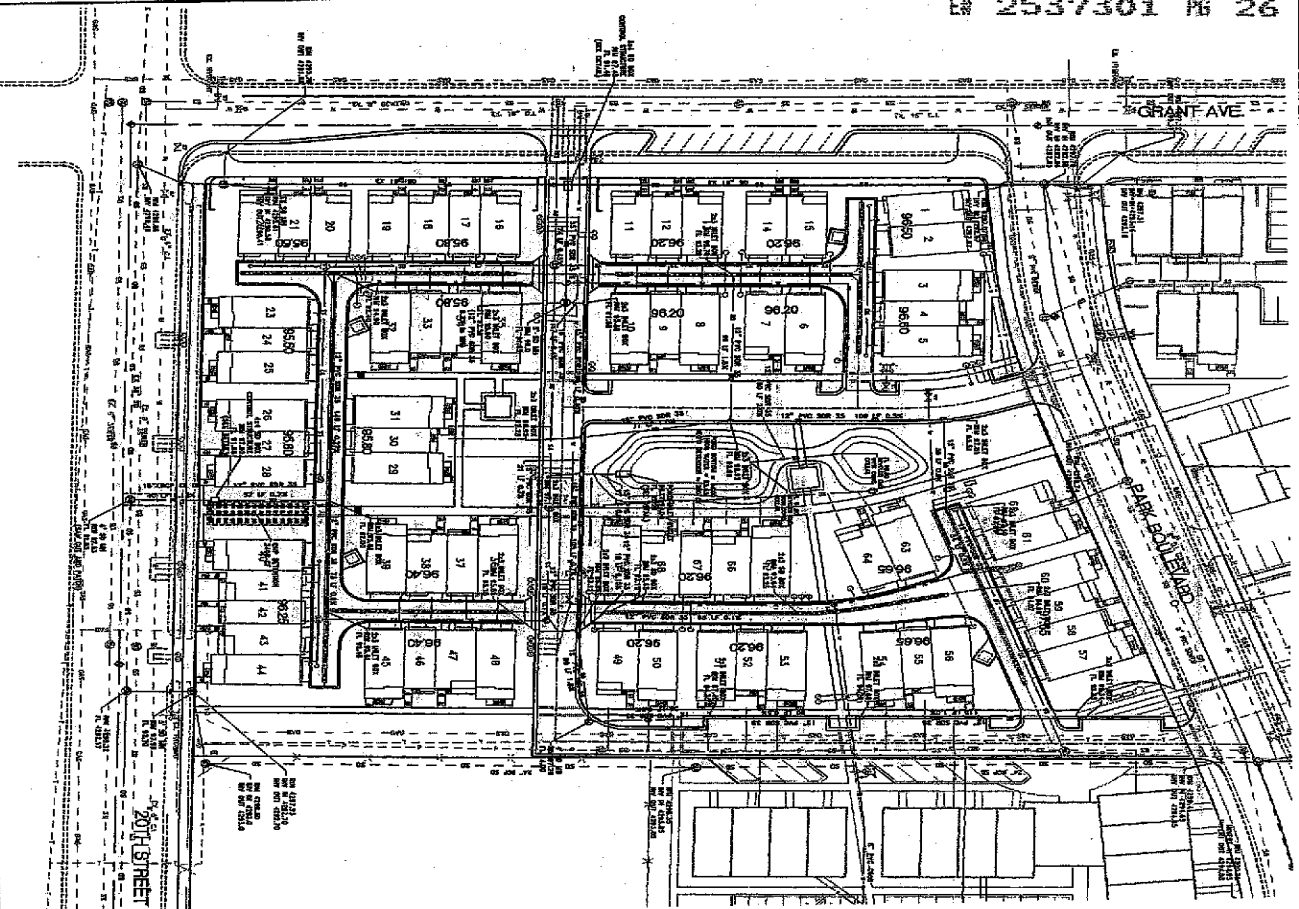




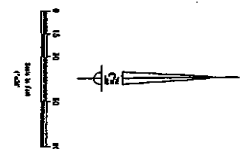






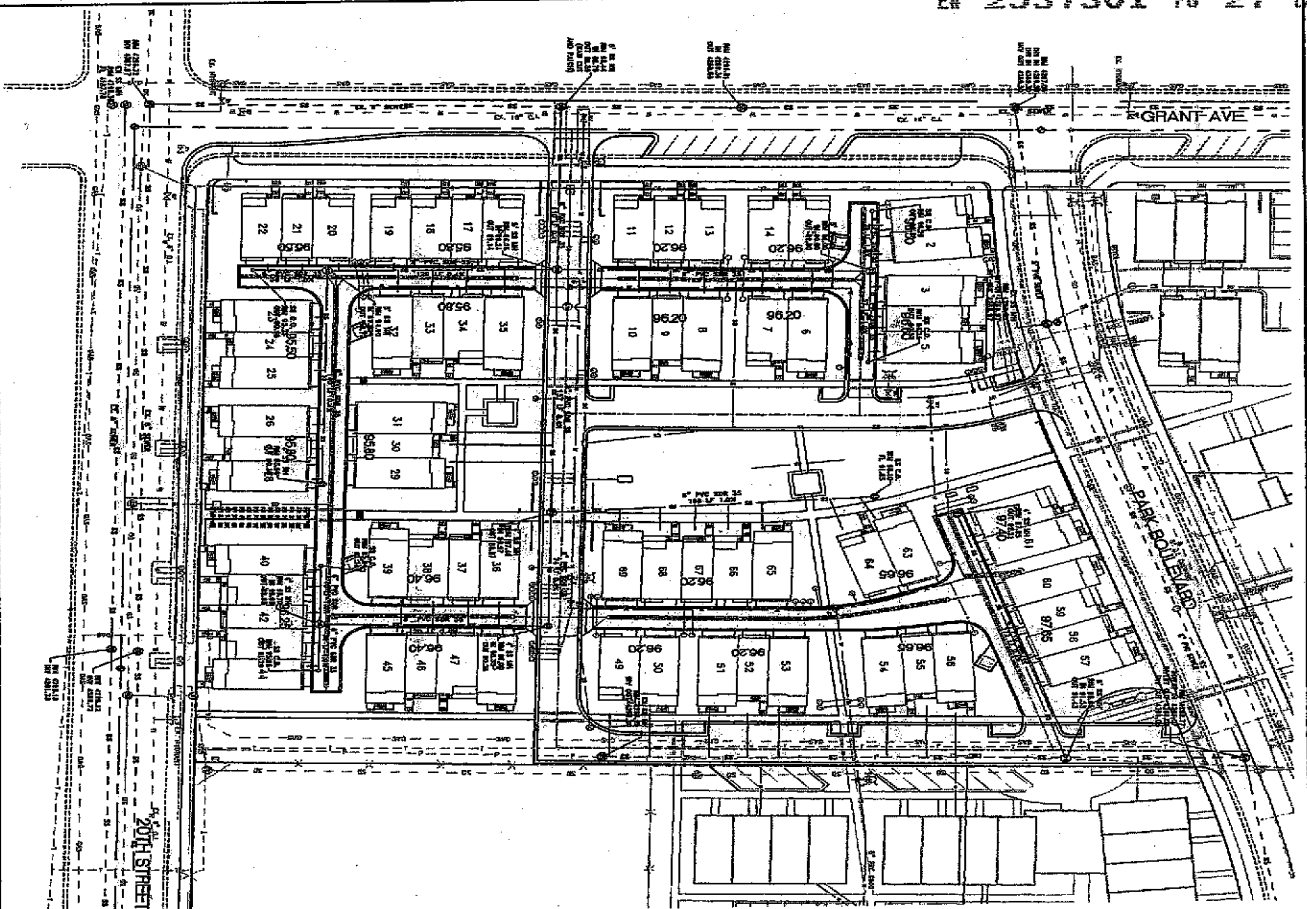


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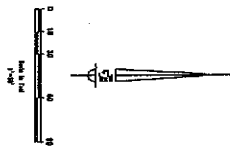


<p><b>6</b></p>	<p><b>Elite Building Group</b></p> <p><b>THE TOWNHOMES AT SOUTH RIVER</b></p> <p><b>UTILITY PLAN - STORM DRAIN</b></p> <p><b>OGDEN CITY, UTAH</b></p>	<p><b>Revisions</b></p> <table border="1"> <thead> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </tbody> </table>	DATE	DESCRIPTION							<p>SCALE: 1" = 40'</p>
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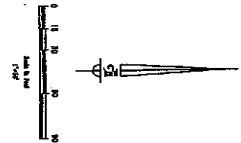


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<p>8</p>	<p><b>Gardner Engineering</b>                  2075 S. Adams Ave.                  Provo, Utah 84601                  (801) 775-8888</p>	<p>ELITE BUILDING GROUP                  THE TOWNHOMES AT SOUTH RIVER                  UTILITY PLAN - SANITARY SEWER                  OGDEN CITY, UTAH</p>		<p>SCALE: 1" = 30'</p> <p>DATE: 12/31/23                  DESIGN: RGTN                  DRAWN: BC                  CHECKED: TN</p>
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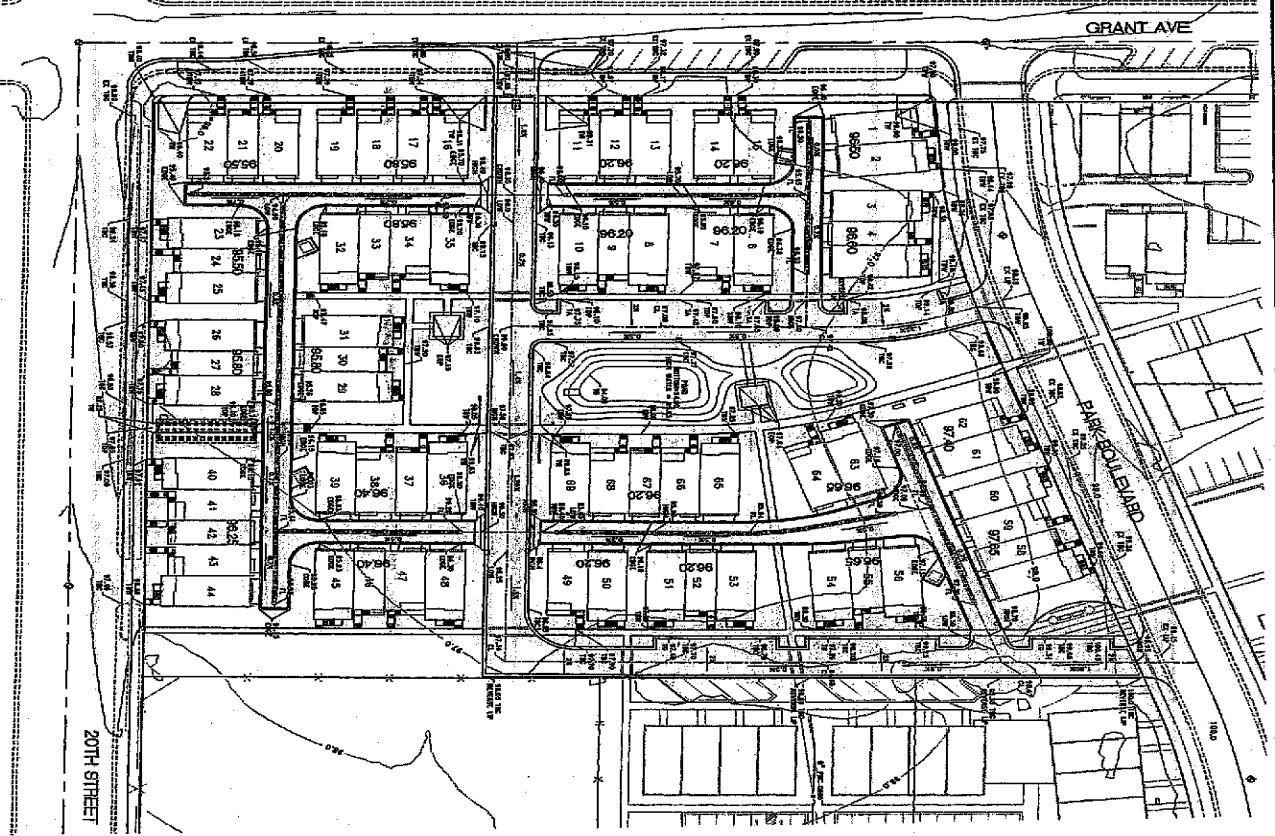
5872 S. Adams Ave.  
Parkway, Suite 200  
Ogden, Utah 84403  
(801) 476-0202

ELITE BUILDING GROUP  
THE TOWNHOMES AT SOUTH RIVER  
UTILITY PLAN - CULINARY WATER  
OGDEN CITY, UTAH

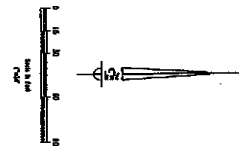


<b>REVISIONS</b>		<b>SCALE: 1" = 30'</b>
<b>DATE</b>	<b>DESCRIPTION</b>	<b>DATE</b> 4-11-81
		<b>DESIGN BY</b> TH
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20TH STREET

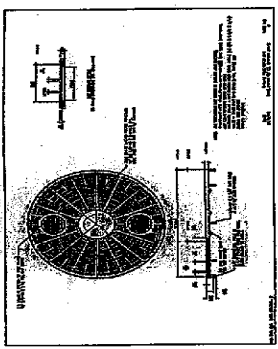


GRADING NOTES:  
 1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST UTAH SUBDIVISION MAP ACT, UTAH CODE ANNOTATED, 1997 EDITION, AND THE LATEST UTAH SUBDIVISION MAP ACT, UTAH CODE ANNOTATED, 1997 EDITION, AND THE LATEST UTAH SUBDIVISION MAP ACT, UTAH CODE ANNOTATED, 1997 EDITION.  
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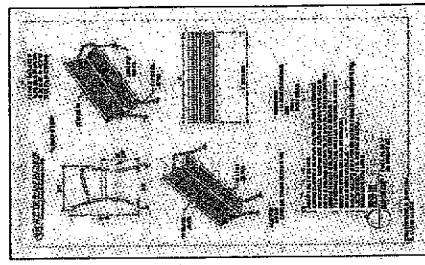
<div style="text-align: center;"> <p><b>Gardner Engineering</b></p> <p>5075 S. Ardmore Ave. Park Valley, Utah 84053 Phone: 801-224-1234 Fax: 801-224-1235</p> </div>	<p><b>ELITE BUILDING GROUP</b></p> <p><b>THE TOWNHOMES AT SOUTH RIVER</b></p> <p><b>GRADING PLAN</b></p> <p><b>OGDEN CITY, UTAH</b></p>			<p>REVISIONS</p> <table border="1"> <tr> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	DATE	DESCRIPTION							<p>SCALE: 1" = 30'</p> <p>DATE: 4/11/11</p> <p>DESIGN: BC/TH</p> <p>DRAWN: BC</p> <p>CHECKED: TH</p>
	DATE	DESCRIPTION											

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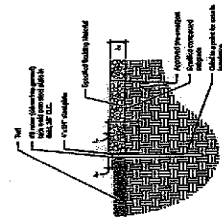




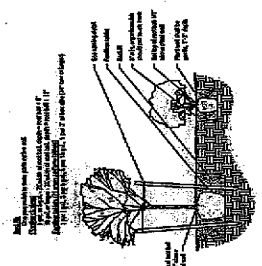
① 60" Tree Grate



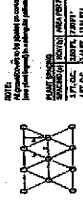
2 6' Park Bench



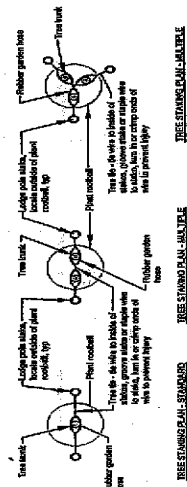
3 Steel Header  
Not to Scale



#### 4 Tree and Shrub Planting Detail

[illegible]

5 Perennial/Groundcover Planting Detail



## 6 Tree Staking Detail

## GENERAL LANDSCAPE NOTES

- [illegible]

THE IRRIGATION SYSTEM SHALL CONFORM TO THE FOLLOWING PERFORMANCE STANDARDS:

- [illegible]

- [illegible]



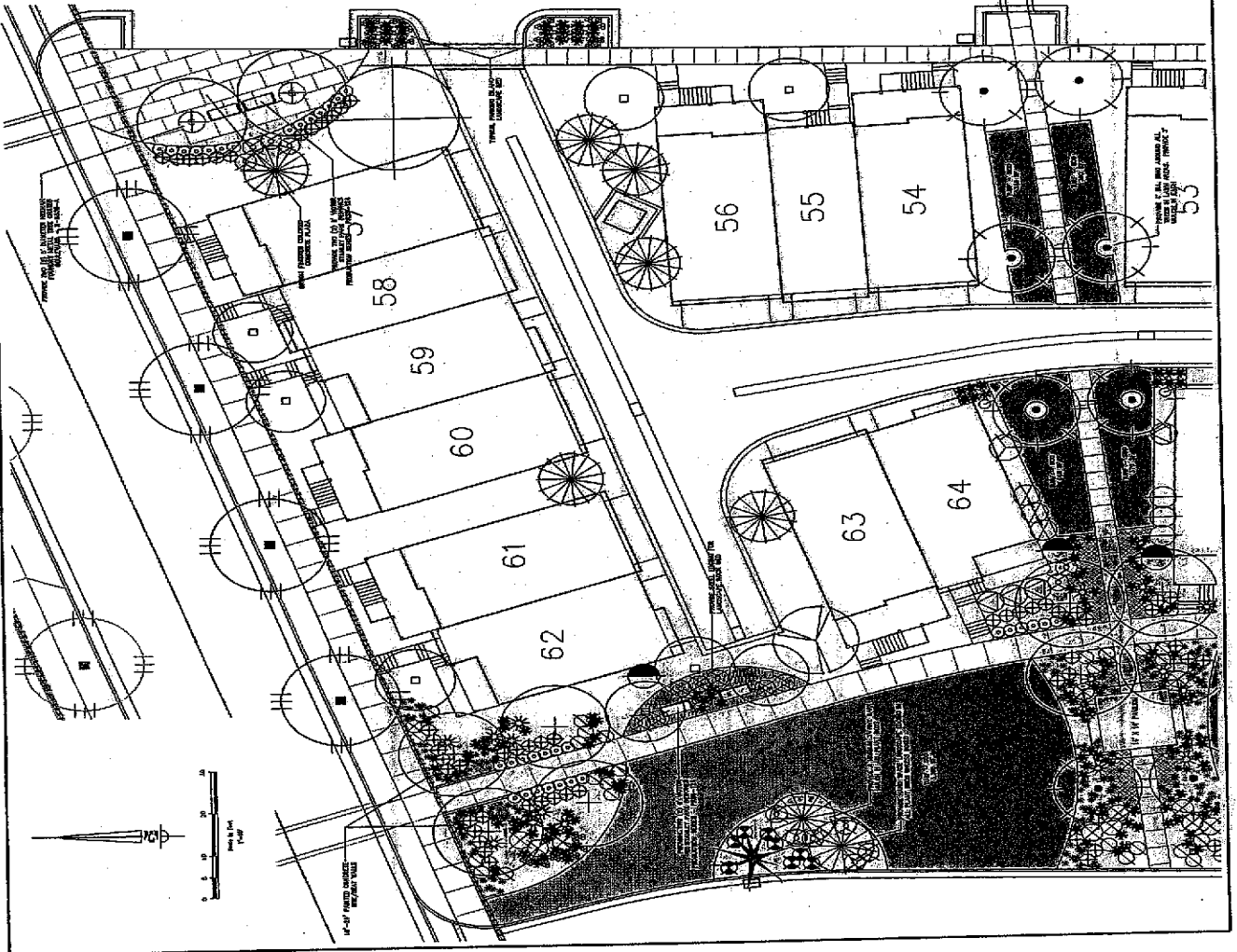
This site plan illustrates the proposed 10-story building at 1000 West 10th Avenue. The building footprint is shown in the center, with a parking area to its north. The plan includes surrounding streets: 10th Avenue to the north, 11th Avenue to the south, and West 10th Avenue to the east. The plan also shows existing buildings, including a 10-story building at 1000 West 10th Avenue and a 10-story building at 1000 West 11th Avenue. The plan includes a north arrow and a scale bar.

[illegible]













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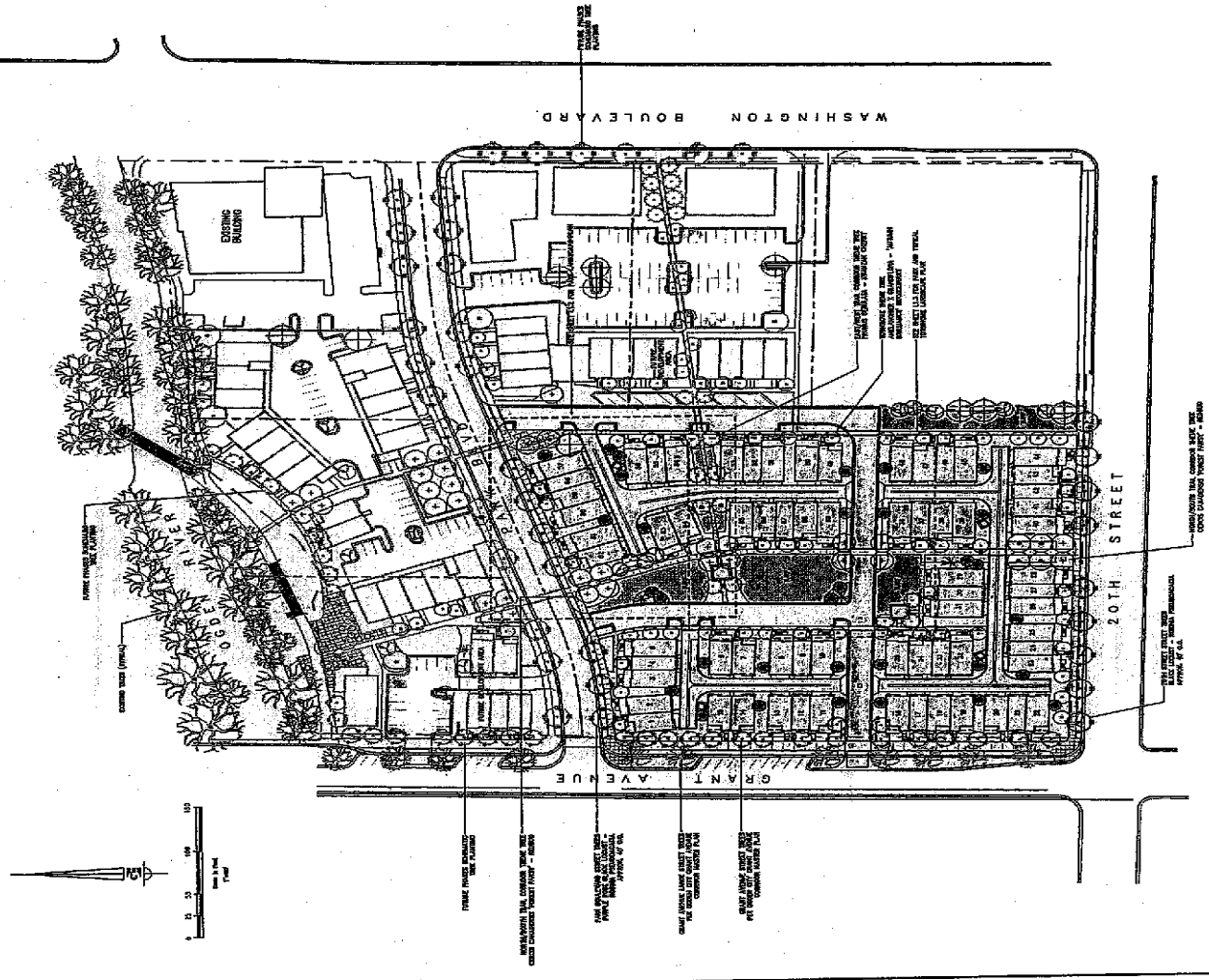
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### PLANT MATERIALS LEGEND

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**SCHOLZ ARCHITECTS**  
ARCHITECTURE & PLANNING / INTERIOR DESIGN

2000 WEST 10TH AVENUE, SUITE 100  
DENVER, COLORADO 80202  
TEL: 303.733.1111 FAX: 303.733.1112  
WWW.SCHOLZARCHITECTS.COM

**SCHOLZ ARCHITECTS**

**RIVER BEND VILLAGE - 3 FLEX #**

OWNER: [REDACTED]

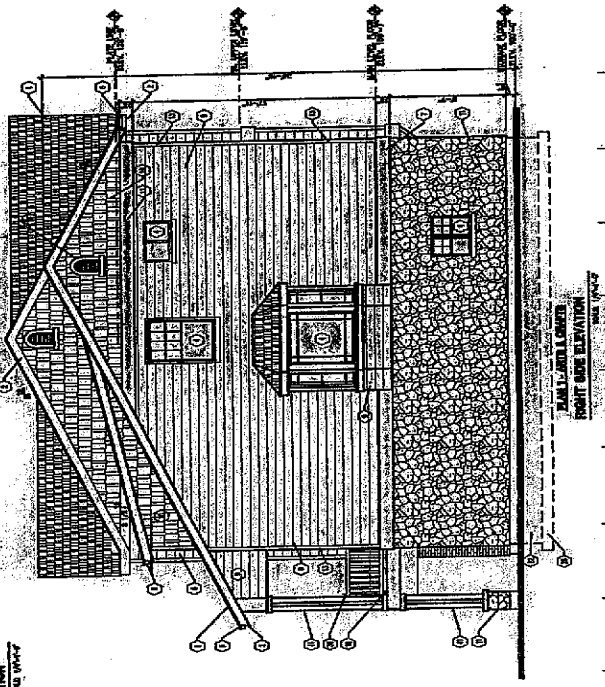
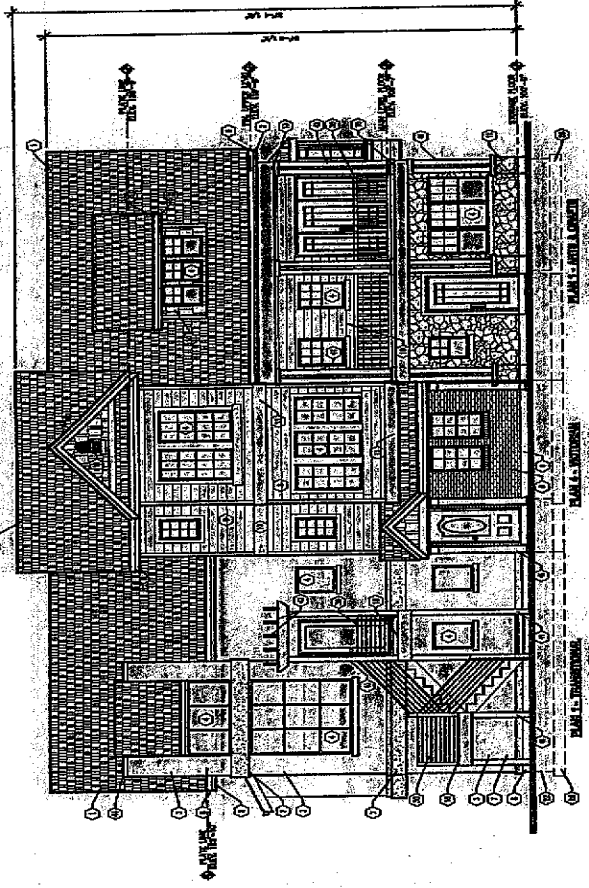
DATE: [REDACTED]

PROJECT NO: [REDACTED]

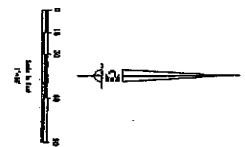
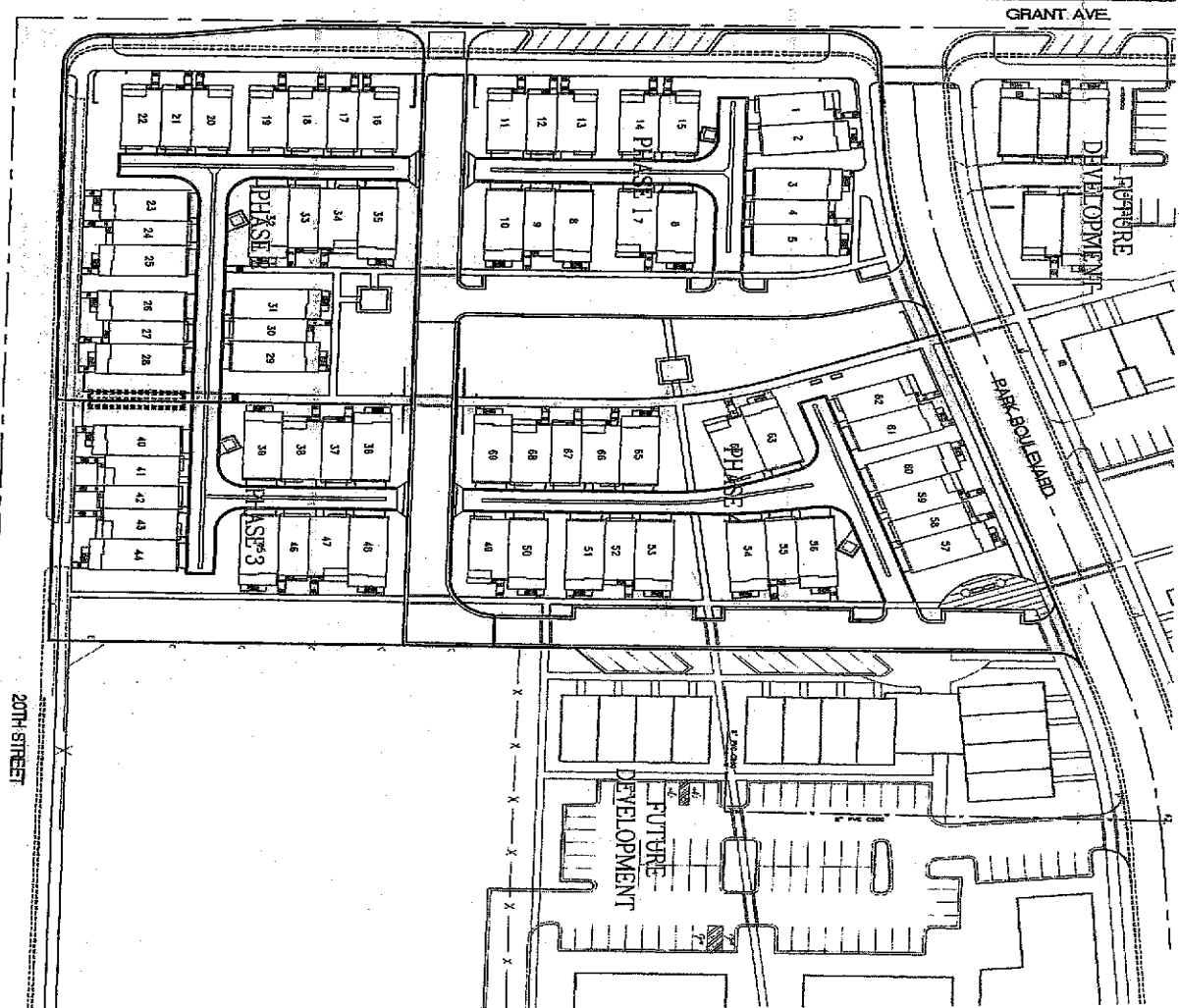
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**A21**

PROJECT: RIVER BEND VILLAGE - 3 FLEX #  
OWNER: [REDACTED]  
DATE: [REDACTED]  
PROJECT NO: [REDACTED]  
SCALE: [REDACTED]  
SHEET NO: [REDACTED]  
SHEET TOTAL: [REDACTED]





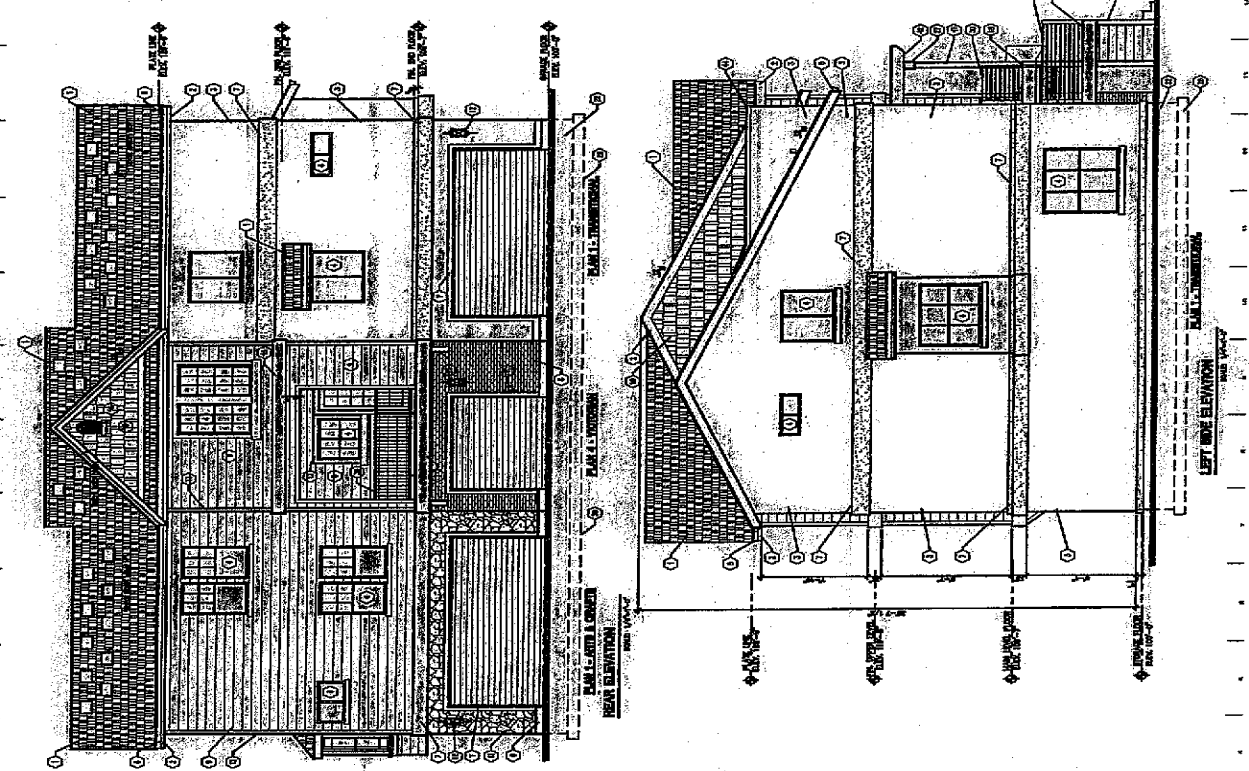


<b>C</b> 3	BOB H. Gardner, Jr. Principal 1000 W. 1000 S. OGDEN, UT 84403 (408) 461-1111	<b>ELITE BUILDING GROUP</b> <b>THE TOWNHOMES AT SOUTH RIVER</b> <b>PHASING PLAN</b> <b>OGDEN CITY, UTAH</b>			REVISIONS		SCALE: 1" = 30'	
		DATE: _____			DATE: 11/11/11			
		DESCRIPTION: _____			DESIGN: JM			
		DRAWN: SC			CHECKED: TM			
		DWG: _____			_____			



 <b>SCHOLZ ARCHITECTS</b> ARCHITECTURE • PLANNING • INTERIOR DESIGN <small>1000 WEST 10TH AVENUE, SUITE 100, DENVER, CO 80202          TEL: 303.733.1111 FAX: 303.733.1112          WWW.SCHOLZARCHITECTS.COM</small>	<b>RIVER BEND VILLAGE - 2 FLEX 1</b> PROJECT NO. 2537301 SHEET NO. 36 OF 180	<b>A22</b>
	DATE: 10/1/2011 BY: J. SCHOLZ CHECKED: J. SCHOLZ APPROVED: J. SCHOLZ	CLIENT: RIVER BEND VILLAGE ARCHITECT: SCHOLZ ARCHITECTS PROJECT NO. 2537301 SHEET NO. 36 OF 180

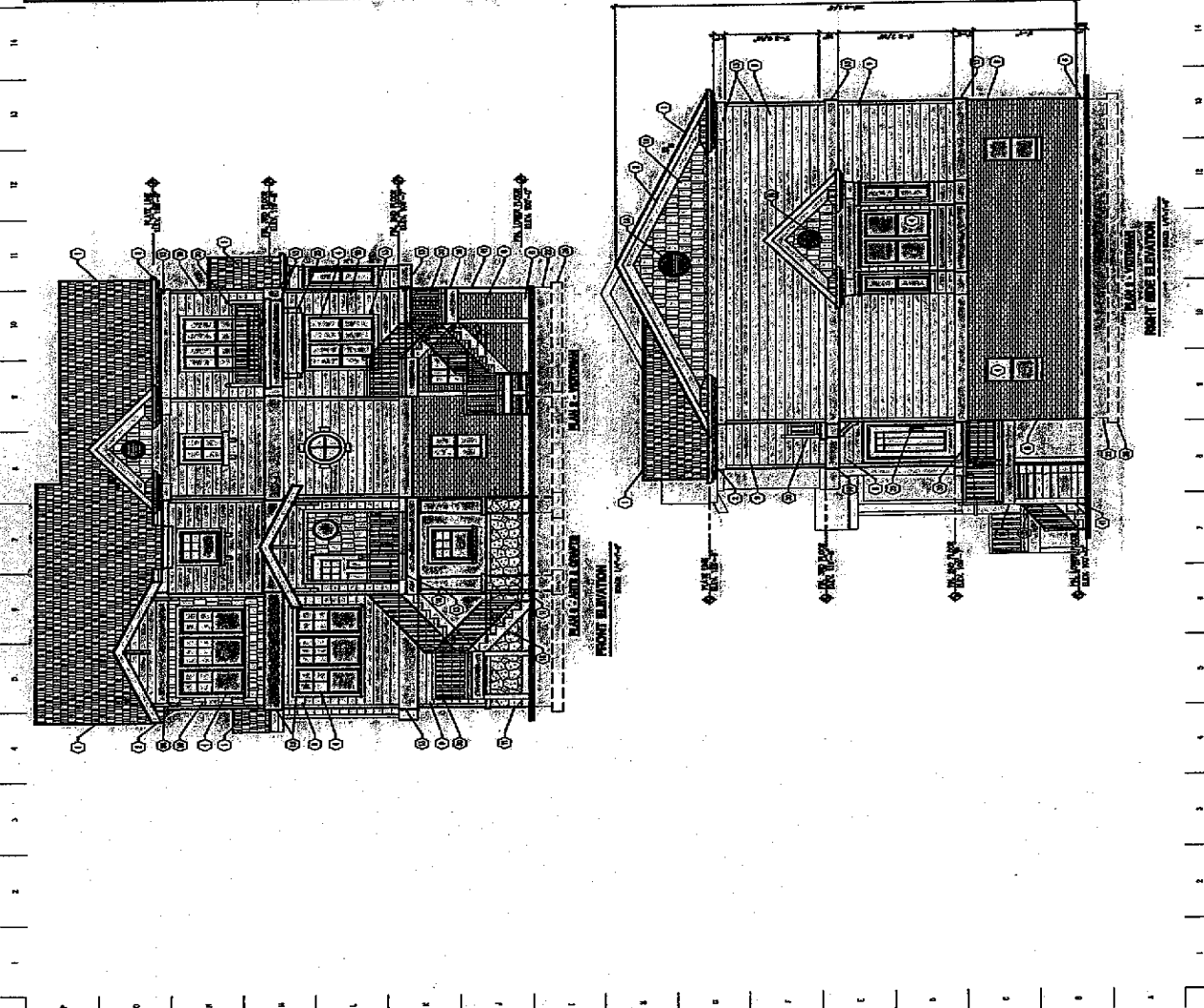
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 2. SEE SHEET A22 FOR INTERIOR ELEVATIONS.  
 3. SEE SHEET A23 FOR SECTION ELEVATIONS.  
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 80. SEE SHEET A100 FOR SECTION ELEVATIONS.





 <b>SCHOLZ ARCHITECTS</b> ARCHITECTURE - PLANNING - INTERIOR DESIGN 10000 10th Avenue, Suite 100, Golden, CO 80401 (303) 261-1000 www.scholzarchitects.com	<b>RIVER BEND VILLAGE - 2 PLEX A</b> 10000 10th Avenue, Suite 100, Golden, CO 80401 (303) 261-1000 www.scholzarchitects.com	PROJECT NO. 2537301 SHEET NO. 37 OF 180 DATE: 10/1/2010 DRAWN BY: J. SCHOLZ CHECKED BY: J. SCHOLZ APPROVED BY: J. SCHOLZ	<b>A21</b>
	PROJECT: RIVER BEND VILLAGE - 2 PLEX A LOCATION: 10000 10th Avenue, Suite 100, Golden, CO 80401 CLIENT: [REDACTED] ARCHITECT: SCHOLZ ARCHITECTS DATE: 10/1/2010 DRAWN BY: J. SCHOLZ CHECKED BY: J. SCHOLZ APPROVED BY: J. SCHOLZ		

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND STANDARDS OF THE STATE OF COLORADO.  
 2. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 4. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
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 10. THE ARCHITECT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

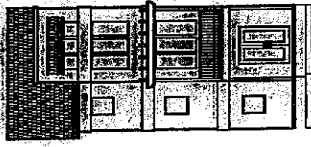




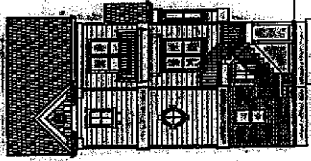




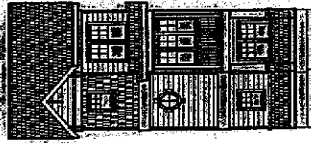
 <b>SCHOLZ ARCHITECTS</b> ARCHITECTURE • PLANNING • INTERIOR DESIGN <small>1000 West 10th Street, Suite 100, Salt Lake City, UT 84111          Phone: (801) 525-1234 Fax: (801) 525-1235          Email: info@scholzarchitects.com Website: www.scholzarchitects.com</small>	<b>RIVER BEND VILLAGE</b> UTAH	PROJECT NO. DATE DRAWN BY CHECKED BY APPROVED BY	SHEET NO. TOTAL SHEETS
		<b>A33</b>	



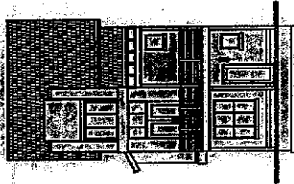
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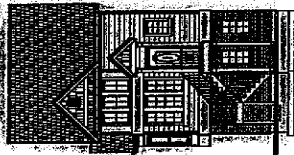
VICTORIAN



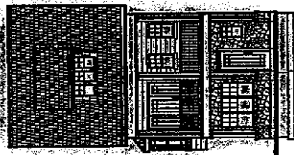
ARTS & CRAFTS



TRANSITIONAL



VICTORIAN

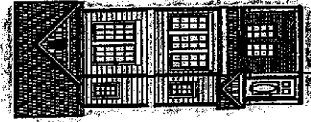


ARTS & CRAFTS

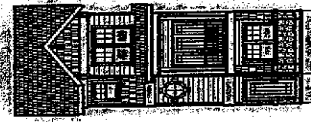
**PLAN 2 FRONT ELEVATIONS**  
 SCALE 1/8"=1'-0"



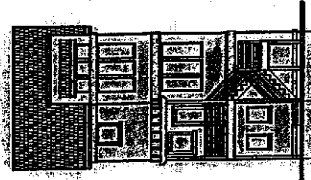
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VICTORIAN



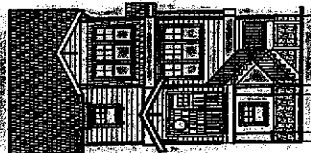
ARTS & CRAFTS



TRANSITIONAL



VICTORIAN



ARTS & CRAFTS

**PLAN 4 FRONT ELEVATIONS**  
 SCALE 1/8"=1'-0"

**PLAN 3 FRONT ELEVATIONS**  
 SCALE 1/8"=1'-0"



South River Townhomes  
Ogden, Utah

Cost Per Unit Total Phase of 69 Units  
UNIT  
69 Total Number of Units

C D E F  
Ave SQ Footage PRICE Av Cost/SQ FOOT\*  
1600 121,600 76.00

\*This Cost INFO received from Contractor for veridic improvements. All inclusive of builder profit and architectural fees.

Unit Costs w/Land Units Total Unit Cost Total Pad Cost Total Unit/Pad Cost

All Units 69 8,390,400 1,641,000 10,031,400

Total Square Footage (Average Unit Size)

110,400

Total Hard 8,390,400 1,641,000 10,031,400

Ave Sq Ft Costs

76

Sales Proforma

Total Sales

Total Number of Units 69 171,200 107 11,812,800

Total Gross Profit-Sales-Total Hard Cost

69

1,781,400

\*The sales price is provided on a sq. ft. basis by the marketing team.

Soft Costs, Financing, Commissions First Phase

Total Per Unit Per SF

Construction Loan Costs 423,419 6,137 3.84 (423,419)  
Bonding Costs 22,940 332 0.21 (22,940)  
Initial Investment 300,000  
Return 12% 1,826 1.14 (126,000)  
Engineering 48,950 709 0.44 (48,950)  
Soils testing, Other 5,200 75 0.05 (5,200)  
Return on Land Invested Capital (12%) 59,280 859 0.54 (59,280)  
Development Fee 50,855 737 0.46 (50,855)  
Commissions/Closing costs (7%) 826,896 11,984 7.49 (826,896)  
Contingency 75,000 1,087 0.68 (75,000)  
Legal and Accounting 362 0.23 (25,000)  
Total Soft Costs 25,000 24,109 15.07 (1,663,539)  
Total Hard Costs (line 14 above) 145,383 90.86 (10,031,400)  
Total Hard and Soft Costs (169,492) 105.93 (11,694,939)

Net Profit (Loss)

1,708

Minimum Desired Profit For Project  
Over/Under GAP

1,708

1,004,000

(986,139)

11.01% (gross profit on cost)

Initial Investment placed by investors using a minimum preferred return of 12% annualized. Time is calculated over a 12 month period. \* sales/month and 4.5 month lead time. Initial investment (initial return) will remain in project to use in future phases. The engineering, architecture, soils, per unit cost is spread over the townhouse project-69 units.



# **MIXED USE ZONE DEVELOPMENT AGREEMENT** **(TOWNHOMES AT SOUTH RIVER)**

This Mixed Use Zone Development Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between Ogden City, a Utah municipal corporation ("City"), 2549 Washington Boulevard, Ogden, Utah, 84401, South River, LLC a Utah limited liability company ("Developer"), 2262 Silver Pointe Way, Bluffdale, Utah 84065, and Ogden City Redevelopment Agency, 2549 Washington Boulevard, Ogden, Utah 84401 ("Agency"). City, Developer and Agency may each be hereinafter referred to as a "Party" or collectively as "Parties."

WHEREAS, Developer has proposed to develop a portion of the property within the Ogden River Redevelopment Project Area (the "ORRPA"); and

WHEREAS, the Final Project Area Plan ("Redevelopment Plan") for the ORRPA, dated June 20, 2002, includes development objectives, design objectives, and specific design objectives and controls to achieve the purposes for which the Redevelopment Area was established; and

WHEREAS, the land covered by this Agreement is also located in a mixed use zone, for which the Ogden Bend Redevelopment Master Plan and Design Guidelines, dated May 2011, prepared by Urban Design Associates ("Master Plan"), has been adopted to guide and regulate development within the ORRPA and in support of the Redevelopment Plan (a copy of the Master Plan is attached as Exhibit A and incorporated herein by reference). For purposes of this Agreement "Design Guidelines" shall mean the design guidelines in the Master Plan; and

WHEREAS, Developer is prepared to comply with the Master Plan in the development of the land in the manner described in this Agreement in exchange for the increased density and development opportunities which are afforded it in the mixed use zone;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties agree as follows:

1. Project Area and Ownership: The land which is the subject of this Agreement is located in Weber County, State of Utah, and is more fully described as follows:

All of Lot 5, Ogden River Drive Subdivision, as recorded with the Weber County Recorder's Office on December 19, 2006, at Book 65 Page 6 of plats.

Land Serial Number: 03-041-0005 ✓



(hereinafter referred to as "**Lot 5**," Lot 5 as it shall be subdivided and improved is referred to herein as the "**Project**")

The entity currently holding legal title to Lot 5 is the Ogden City Redevelopment Agency (the "**Agency**") which hereby grants its consent to this Agreement and consents to the recording of this document making Lot 5 subject to the terms and conditions of this Agreement. Developer has entered into a contract with the Agency to purchase Lot 5. Developer and City have determined to enter into this Agreement to outline certain agreements in regards to the development of Lot 5 according to the terms contained herein. This Agreement shall become effective on such date as the first subdivision plat for The Townhomes at South River subdividing Lot 5 is recorded.

2. **Project Configuration:** Lot 5 is generally configured as shown on page 1.11 of the Master Plan as the western half of the development block between Grant Avenue and Washington Boulevard and between Park Boulevard and 20<sup>th</sup> Street, and as more fully depicted in the site plan documents attached hereto as **Exhibit B**, and incorporated herein by reference.
3. **Project Development Standards:** The following development standards and regulations shall govern the residential units (each a "**Unit**") constructed within the Project under this Agreement.
  - a. The placement of a building on a lot, the building configuration and the architectural style of the building shall comply with the chart on page 2.11 of the Design Guidelines, except that Units 3-5 shall have a front yard setback as shown on **Exhibit B** to allow for installation of additional open space.
  - b. Four different townhome unit floor plans have been reviewed and approved by City. A copy of the approved floor plans are attached hereto as **Exhibit C** and incorporated herein by reference, except that Developer shall modify the Unit 4 floor plan to include a minimum of 1,300 square feet of living space. Minor floorplan modifications may be made by Developer to fit a Unit onto a particular lot, but in no case shall the total square footage of any Unit drop below 1,300 square feet.
  - c. The exterior design of each Unit shall be consistent with the character sketches included in **Exhibit C** and with the Design Guidelines. The final exterior elevation and the color and materials palette for each Unit shall be reviewed and approved by the City's Planning Department prior to the issuance of a building permit to determine compliance with the Design Guidelines. The exterior of individual buildings will incorporate variations based on the Design Guidelines and buildings will not utilize a repetitive exterior elevation. It is the Developer's duty to maintain the exterior of a completed building, including entry porches and stairs, until all Units in a given building are turned over to the homeowner's association (the "**Association**") as provided in the conditions, covenants and restrictions adopted for The Townhomes at South River, at which time the duty shall pass to the Association.



- d. Each Unit shall be located on a lot, and lots shall be arranged as shown on final recorded plats for subdivision phases within the Project. Lots shall not be smaller than 860 square feet nor larger than 1,350 square feet. Stairs leading to any Unit shall not extend into the public right of way.
- e. Each Unit shall include two parking spaces within an enclosed garage. Additional guest parallel parking shall be provided within the Project as shown on **Exhibit B**. Except for designated parallel parking locations, no parking is allowed within the boundary of the Project, including in any alleyway, accessway, roadway or in any rear alley setback.
- f. Landscaping within the Project shall comply with the Design Guidelines.
  - i. The final elevation of all Units shall not utilize mounding of earth around the base of the buildings, but shall include a building base with detail which shall be shown on the approved plans.
  - ii. Where a rear alleyway is perpendicular to a public street and is not shielded from the public right of way by a building, Developer shall provide a screening detail, approved by the Ogden City Planning Department, with a minimum height of four feet that is consistent with the design of the overall Project and adjacent buildings, and as generally shown on **Exhibit D**, attached hereto and incorporated herein by reference.
  - iii. Mailboxes for the entire Project shall be placed in a single location at the south end of the green space / detention area located in the Phase 1 area.
  - iv. Trash service, including recycling and green waste, shall not be provided by City. All trash or waste shall be picked up either from individual containers in a rear alleyway behind the Units or from enclosed masonry dumpsters whose location and design are approved by the City Planning Department. Unit owners shall not place any waste or waste container in front of, or to the side of their respective Unit.
  - v. All landscaping within the Project, and within the public right of way abutting the Project, shall be maintained by Developer and, after the Project is complete, by the Association. Street trees on 20<sup>th</sup> Street, Grant Avenue, and Park Boulevard shall meet City standards, including location, caliper size and species. Within the Project boundary, trees shall be at least 2-inch caliper or, for an evergreen tree, a minimum of eight feet in height. Trees shall be planted as shown in **Exhibit E**, attached hereto and incorporated herein by reference. At least five 5-gallon shrubs (including at least one flowering shrub) shall be installed for every two Units in a given phase. Landscaping shall be installed in all areas not occupied by buildings, parking, storage, future phased plan areas or accessways prior to occupancy of any Unit in the phase, except that the Planning Department may allow, in writing, landscaped areas within fifteen feet of a building in the phase that has not yet been built to be deferred until the building is constructed. In the case of inclement weather that prevents the installation of the required landscape improvements, the time completion of the improvements may be



extended, in writing, upon the approval of the Planning Department. In no case shall the time for completion be extended beyond the next June 1 immediately following the completion date of a phase.

- g. Signs, fencing and walls shall comply with the Mixed Use Zone requirements for such items as adopted in the Ogden City municipal code. Concrete site/theme walls as shown on **Exhibit B** that are consistent with the overall design of the Project shall be finished with masonry as approved by the Planning Department. Each of these components shall be maintained by the Developer until such time as the Association is established to maintain and repair them.

4. Development widths for public and private rights of way:

- a. No new public street is being developed as part of the Project.
- b. All alleys and access-ways within the Project shall have a minimum paved width of twenty feet (20').
- c. The minimum concrete apron from the paved alley or access-way to the face of a garage shall be three feet.

5. Description of public facilities, services and utilities:

a. Except for Units receiving service from a public street, all utility services, including water, storm sewer, and sanitary sewer service, are being provided by private utility lines to be constructed by the Developer. These private lines shall be owned, operated and maintained by the Association. Units receiving utility service from a public street shall have individual water and sewer laterals as required by the Ogden City municipal code and shall be installed according to the engineering standards adopted by Ogden City at the time a building permit is issued.

b. Where any new infrastructure is required by the City's Engineering Department to be installed in public streets for the Project, the infrastructure shall be sized to meet the needs of the ORRPA in general and is not limited to the individual needs of the Project. Any infrastructure sizing in excess of the needs of the Project shall not be compensated by City or by future development, but is provided by Developer in order to obtain the advantages of development under this Agreement.

6. Description of recreational or open space facilities and amenities:

- a. Public Pedestrian Walkways within the Project: The Project includes two areas identified on page 1.10 of the Master Plan as publicly accessible but privately maintained open space. Developer shall install a publicly accessible concrete north-south walkway with a minimum width of six feet across the westerly area and a concrete north-south sidewalk with a minimum width of five feet across the easterly area. The concrete surfaces shall



extend the entire length of the walkways, including where they cross internal alleyways or access areas. The walkways shall be installed in connection with each phase as shown on the phasing plan, attached hereto as **Exhibit F**, and incorporated herein by reference, and shall be maintained by the Association.

- b. Grant Avenue Promenade: The Grant Avenue Promenade is an enhanced and enlarged ten foot wide pedestrian sidewalk and landscaped area along the east side of Grant Avenue. Developer is not required to complete any promenade improvements to the west of the existing curb line on Grant Avenue. Developer shall, as part of Phase 1 of the Project, install all of the sidewalk and landscaping, including lighting features and irrigation systems for the promenade between the right of way line for the east side of Grant Avenue and the existing curb line on Grant Avenue. All materials, plants and final layout for the promenade shall be approved by the Ogden City Planning Department and Engineering Department and the costs of Developer's improvements to complete the promenade shall be included in the subdivision escrow for Phase 1. Developer shall maintain the promenade until such time as the Association is in place to maintain the landscaping. Except for the entrance alleyway to the Project, Developer will not cross the improved promenade at any time with construction or other vehicles.
  - c. Park Boulevard and 20<sup>th</sup> Street: Developer shall install sidewalks with a minimum width of six feet along Park Boulevard and 20<sup>th</sup> Street. The portion of the sidewalk installed shall correspond with the phase being developed. Developer shall also install a concrete plaza as part of the easterly entry from Park Boulevard as depicted in **Exhibit B**. The sidewalks, including any new curb or gutter required by the City Engineering Department, and the plaza shall be installed as part of each individual phase, as applicable.
7. Description of the timing and phasing of development: The Project includes 69 units and is divided into four phases, as shown on **Exhibit F**. Each phase shall be commenced by the Developer by submitting a final subdivision plat for review and approval by City.
- Phase 1: Phase 1 consists of 15 Units. The final plat for Phase 1 shall be submitted no later than forty five (45) days after this Agreement is signed. The central open space in Phase 1 shall be designed to be multi-functional such that it can serve both as a storm water detention basin and as usable green space and shall include masonry of local materials, grading and landscaping to provide gradual transitions, or artistic design elements.
- Phase 2: Phase 2 includes 20 Units. The final plat for Phase 2 shall be submitted when 80% of the Units (12 Units) in Phase 1 have received a certificate of occupancy, or such earlier time as allowed by the Developer's agreement with the Agency.
- Phase 3: Phase 3 includes 13 units. The final plat for phase 3 shall be submitted when 80% of the Units (16 Units) in Phase 2 have received a certificate of occupancy, or such earlier time as allowed by Developer's Agreement with the Agency.



Phase 4: Phase 4 includes 21 Units. The final plat for Phase 4 shall be submitted when 80% of the Units (13 Units) in Phase 3 have received a certificate of occupancy, or such earlier time as allowed by Developer's Agreement with the Agency. Developer shall address the use of certain lots within Phase 4 as live-work units (Units 61 and 62 on the east side of the phase) or as detached dwellings (Units 63 through 66) at the time the final plat for Phase 4 is submitted for review.

The Developer's phasing plan may be accelerated or reordered by Developer so long as the final plat for the next phase is submitted no later than when 80% of the Units in the current phase have received a certificate of occupancy; except that Phase 3 may not be commenced until after all improvements for either Phase 2 or Phase 4 have been installed

8. Description of city approvals: Developer shall follow all existing City procedures and standards in constructing the Project. These include, but are not necessarily limited to: storm water pollution prevention permits, building permits, final subdivision review for individual phases, and escrows and guarantees for public improvements.
9. Additional Agreements: Developer shall complete and record appropriate covenants, conditions and restrictions for each phase of the Project to ensure that the Project and all Project features are adequately maintained and replaced in accordance with the terms of this Agreement, the Master Plan, and the Redevelopment Plan.
10. Periodic Review: The Project shall be subject to semi-annual reviews to ascertain compliance with the requirements of this Agreement. The purpose of such review is to provide an opportunity for City and Developer to resolve any issues relating to the Project and identify any changes to future construction or development which may be necessary to improve the Project. Developer agrees to provide any information or personnel deemed reasonably necessary by City to complete such review. The review process may include physical inspections of the Property, improvements to the Property, or unoccupied structures located on the property. This review is in addition to any inspections or reviews associated with building or other permits issued by City and in addition to those required as part of any code enforcement or other regulatory activity conducted by City.
11. Provisions for enforcement of the terms and conditions of the development agreement:
  - a. City may withhold building permits within the Project, whether applied for by Developer or any other person, and may withhold building permits at any other location within the City applied for by the Developer if Developer fails to comply with any provision of this Agreement.
  - b. City, at its discretion, may complete any work not performed or incorrectly performed by Developer, after first giving Developer written notice of the items that have not been completed or that have been improperly completed and an opportunity to cure such defect within thirty days. If City elects to complete any such work, it may file a lien against the Project property on which the City completed such work, including common area and



individual lots, in the amount of its costs and expenses, including administrative expenses, and may seek a judgment against Developer, including City's court costs, expenses and attorney's fees. A lien filed pursuant to this section is subordinate to any mortgage, deed of trust, or other purchase money security interest recorded with the office of the Weber County Recorder prior to the date City's lien is filed.

- c. In the event of any breach, or threatened breach, of this Agreement by either party hereto, the non-defaulting party shall have the right to any remedy available at law or in equity, including but not limited to, injunctive relief and specific performance.
  - d. As each phase of the Project is commenced, Developer shall provide City with an escrow for Project landscaping within such phase, walkways and other common area amenities described herein which are not otherwise included in the escrow requirement for public works improvements or building permits. Developer shall utilize the standard escrow procedures used by city, including a warranty of such work for a period of one year after the work is completed.
  - e. The use of any one of the remedies provided for in this section is not exclusive and the City may resort to more than one remedy for each violation of this Agreement.
  - f. All of the terms, agreements, and conditions contained in this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.
12. Amendment or Modification: This Agreement may be amended, modified, or supplemented, as it is mutually agreed to by the parties by written modification, executed by the parties hereto and attached to the original signed contract. After the project has been turned over to the Association, the Association may act on behalf of all unit owners as provided in the Association's governing documents to make any amendments, modifications or supplements and the signature of each Unit owner shall not be required.

13. Additional Terms:

- a. No-Third Party Beneficiaries. The parties have entered into this Agreement for their sole benefit and no third party beneficiary is intended or created by the execution of this Agreement.
- b. Conflict Resolution. In the event there is any discrepancy between the terms of this Agreement and a specific provision of the Design Guidelines, the more specific provision shall prevail. If there is any doubt about which term is more specific, the Design Guidelines shall be controlling.
- c. Integration and Modification. This Agreement constitutes the entire agreement between the Parties and may not be modified, amended, or terminated except by an instrument in writing signed by both Parties;



- d. Appeals. If Developer believes that the any provision of this Agreement has been applied or interpreted incorrectly, it may appeal such application or interpretation to the Planning Commission, whose decision shall be final. An appeal must be made in writing within twenty days after the date on which the challenged application or interpretation is made. On appeal, the Planning Commission may not waive any requirement imposed by this Agreement.
  - e. Recording. This Agreement shall be recorded with the office of the Weber County Recorder and shall be governed and construed in accordance with the laws of the State of Utah and the ordinances of Ogden City;
  - f. No Waiver. Any forbearance by either the City or the Developer in exercising any right or remedy afforded under this Agreement or by law shall not be a waiver or preclude the exercising of any such right or remedy.
  - g. Runs with Land. This Agreement is a covenant against the land comprising the Project, shall run with the land, and shall be enforceable against any successor-in-interest, in whole or in part, of any portion of the Project.
14. Notices: Any notification required by this Agreement shall be made to the following addresses (or such other address as a Party may provide to the other Party in writing hereafter):

If to City:

Ogden City Planning Manager  
2549 Washington Boulevard  
Ogden, Utah, 84401

If to Developer:

South River LLC  
2262 Silver Pointe Way  
Bluffdale, Utah 84065

With a copy to:

H. Blaine Walker  
P.O. Box 902587  
Sandy, Utah 84090-2587

WHEREFORE, the Parties have executed this Agreement on the date first above written.

[SIGNATURE PAGES FOLLOW THIS PAGE]



DEVELOPER SIGNATURE PAGE TO MIXED USE ZONE DEVELOPMENT AGREEMENT

DEVELOPER:

SOUTH RIVER LLC, a Utah limited liability company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

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

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before the subscriber, a Notary Public of the State of Utah, and for the County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



CITY SIGNATURE PAGE TO MIXED USE ZONE DEVELOPMENT AGREEMENT

CITY:

OGDEN CITY, a Utah municipal corporation

\_\_\_\_\_  
Matthew Godfrey  
Mayor

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
City Attorney

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

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before the subscriber, a Notary Public of the State of Utah, and for the County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



RDA SIGNATURE PAGE TO MIXED USE ZONE DEVELOPMENT AGREEMENT

RDA:

OGDEN CITY REDEVELOPMENT AGENCY

\_\_\_\_\_  
Matthew Godfrey, Executive Director

Attest:

\_\_\_\_\_  
City Recorder

Approved as to Form:

\_\_\_\_\_  
Agency Counsel

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

I hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2011, before the subscriber, a Notary Public of the State of Utah, and for the County of \_\_\_\_\_, personally appeared \_\_\_\_\_, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

IN TESTIMONY WHEREOF, I have affixed my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:



**TABLE OF EXHIBITS**

Exhibit A.	Redevelopment Area Master Plan and Design Guidelines
Exhibit B.	Project Site Plan
Exhibit C.	Building Elevations & Floor Plans
Exhibit D.	Alleyway Screening Detail
Exhibit E.	Landscaping Plan
Exhibit F.	Phasing Plan

**Exhibits purposefully omitted**



## EXHIBIT C

### DEVELOPER'S UNDERTAKINGS

Developer shall do and perform all of the following:

1. Construction and Operation of Improvements. Developer shall after its acquisition of a parcel within the Project Area, at its expense and within the times set forth in the Schedule of Performance (**Exhibit E**), construct, install, maintain, lease, operate, improve and market the Improvements on the Project Area consisting of all items shown or described on the Developer's Project Plan (**Exhibit B**), and the Scope of Development (**Exhibit E**), including but not limited to:

a. Construction and development of a mixed-use development to include, but not limited to, townhomes, multi-family apartments, and commercial/retail space.

b. Construct, coordinate or utilize all on-site utilities to include sewer, water, telephone, electric and gas as may be necessary or required to construct and/or acquire for the Project, and as shown or described on the Project Plan (**Exhibit B**), and the Scope of Development (**Exhibit E**).

2. Restriction against Parcel Splitting. Except as provided in **Exhibit B**, during the period that the Agency will collect tax increment from the Project Area, Developer, or any successor in interest, shall not, without the prior written approval of the City and the Agency: (a) convey the Project Area, or a portion of the Project Area, or any real property acquired within the Project Area, in such a way that the parcel of real property would extend outside the Project Area as shown on the County's tax identification system for numbering individual parcels of real property; (b) construct or allow to be constructed any building or structure on the Project Area, or on any portion of the Project Area, in such a way that the building or structure would extend outside the Project Area as shown on the County's tax identification system for numbering individual parcels of real property. Developer understands that the purpose and intent of this prohibition is to avoid the "splitting" or "joining" of any parcels or real property within the Project Area with those outside the Project Area, or construction of buildings in such a way that the County Assessor or County Auditor could no longer identify, by distinct parcels, the periphery boundaries of the Project Area, and would be required to "apportion" tax increment monies between a parcel of real property, or a building or structure, located in part within the Project Area, and located in part outside the Project Area. Developer understands the importance of honoring the Project Area boundaries and agrees not to take action in the construction of buildings or structures or in the conveyance of real property located within the Project Area or the Project Area that would result in the "splitting" of a parcel or real property or in the improvements thereon, or would make it difficult for the County Assessor or County Auditor to calculate the amount of tax increment in the Project Area.

3. Restriction on Phase Development.

a. Section 1 of the Project Plan. Developer agrees that it shall develop the Phases within Section 1 in a contiguous (sharing a common boundary line with previously developed phase) and successive manner. By way of example, if Developer begins construction on Phase 1, Developer cannot acquire the Phase 3 property as the second development phase. Developer could, however develop either Phase 2 or Phase 4 after



Phase 1. Developer agrees, subject to market conditions, that it shall commence construction of a new phase of development within Section 1 within six months of the date upon which the City has conferred Certificates of Occupancy on at least 80% of the structures in the prior developed phase(s). In addition, Developer shall be subject to development time limits referenced in Article IV(I) of the Agreement.

b. Section 2 of the Project Plan. Developer is required by this Agreement to acquire and develop Section 2 of the Project Plan no later than June 30, 2015. In addition, Developer shall be subject to development time limits referenced in Article IV(I) of the Agreement.

4. Compliance with other Developer Obligations. Developer shall comply with and perform all of the other obligations of the Developer set forth in this Agreement.

5. Additional Provisions. It is understood by Developer that:

a. The Agency has not computed, nor can it compute the exact amount of Tax Increment from the Improvements to be constructed and installed by Developer on the Project Area.

b. Developer understands and agrees that:

(1) The Agency is not a taxing agency under Utah law;

(2) The Agency has no power to levy a property tax on real or personal property located within the Project Area;

(3) The Agency has no power to set a mill levy or rate of tax levy on real or personal property;

(4) The Agency is only entitled to receive tax increment funds from the Project Area for the period established by law pursuant to the provisions of Sections 17C-1-404 and 17C-2-204 of the Act;

(5) Developer has investigated the provisions of Utah laws governing tax funds and assume all risk that the Master Plan and ORRPA were properly adopted;

(6) Developer assumes the risk that no changes or amendments will be made by the Utah State Legislature in the provisions of the Act or any successor law or act which would affect or impair: (a) the Agency's right to receive Tax Increment monies; (b) the length of time said Tax Increment monies can be received by the Agency; or (c) the percentage or the amount of Tax Increment monies received or anticipated to be received by the Agency based upon the current statutes. The Utah State Legislature considers proposals which reduce the portion of real property taxes which the State of Utah imposes on all real and personal property within the State. Such proposals, if enacted, could materially reduce the amount of the Tax Increment from the Project Area and anticipated to be paid to the Agency.



(7) Developer hereby agrees to use commercially efforts to employ local Ogden City contractors and sub-contractors in all aspects of Developer's obligations herein.

c. The Developer acknowledges that retention easements, as disclosed by a title search of the Project Area, may encumber the land so purchased. Developer further acknowledges that any retention easement encumbering the land does not guaranty express, or implied, against future flooding of the property.

6. Soils Remediation. Developer, in coordination with Agency, shall participate in finding and executing a solution to best remediate any unsuitable and/or "expansive" soils identified in Exhibit G. In doing so, after Phase 1, the Developer shall provide 60 days written notice to Agency prior to the commencement of any additional phase of development by Developer indicating the commencement date of the phase and the date the remediation work outlined in Exhibit D is to be completed by Agency. Further, Developer shall be solely responsible for placing, compacting, and testing imported engineering fill that is delivered to the Project Area by Agency as provided in Exhibit D below. Developer shall adhere to the fill and compaction schedule outlined in Exhibit G. Developer will assume all risk and liability associated its obligations under this section or with any third party contract they may enter into in relation to its obligations under this section and shall indemnify and/or hold Agency harmless from any and all claims Developer or any third party contractor may have against any liability associated with the Developer's responsibilities set forth herein.



**EXHIBIT D****AGENCY'S UNDERTAKINGS**

Based upon Agency analysis of the development information provided by Developer in the estimated description of improvements as set forth on Exhibit B, subject to the terms and conditions set forth below, the Agency shall perform as provided below.

1. Contingency to Agency's Obligations. The obligations of Agency contained in this Agreement are contingent upon Developer meeting the deadlines as established in Exhibit F.
2. Flood Plain Map and Preservation of Easements. To the extent not already completed, Agency shall record all necessary documents associated with the ORRPA, including a Flood Plain Map and any and all River Restoration Retention Easements associated with the ORRPA prior to the Developer acquiring any property within the Project Area.
3. Soils Remediation. Agency, in coordination with Developer, shall address and resolve any issues with soils and their suitability to support structures. This work shall correspond with the engineering analysis and report provided by AGECC (Exhibit G) and shall be performed with the cooperation of the Developer using the most cost effective, efficient, and sustainable manner available. Remediation activities shall begin on the Section 1, Phase 1 property and shall proceed following the phasing plan. Subject to the limitation of the Remediation Cap set forth in Article II(C) of the Agreement, Agency shall contract with the City of Ogden under a separate Agreement, at the Agency's sole expense, to excavate, remove and dispose of nonconforming compact soils from the Project Area and will also acquire, transport, and stockpile appropriate engineered fill soils to the Project Area for Developer to use in the compaction model outlined in Exhibit G. Agency will assume all risk and liability associated with their contract with Ogden City and shall indemnify and hold Developer harmless from any and all claims Ogden City or any other party may have or bring which is in any way related to the Agency's responsibilities or conduct outlined in this Section.



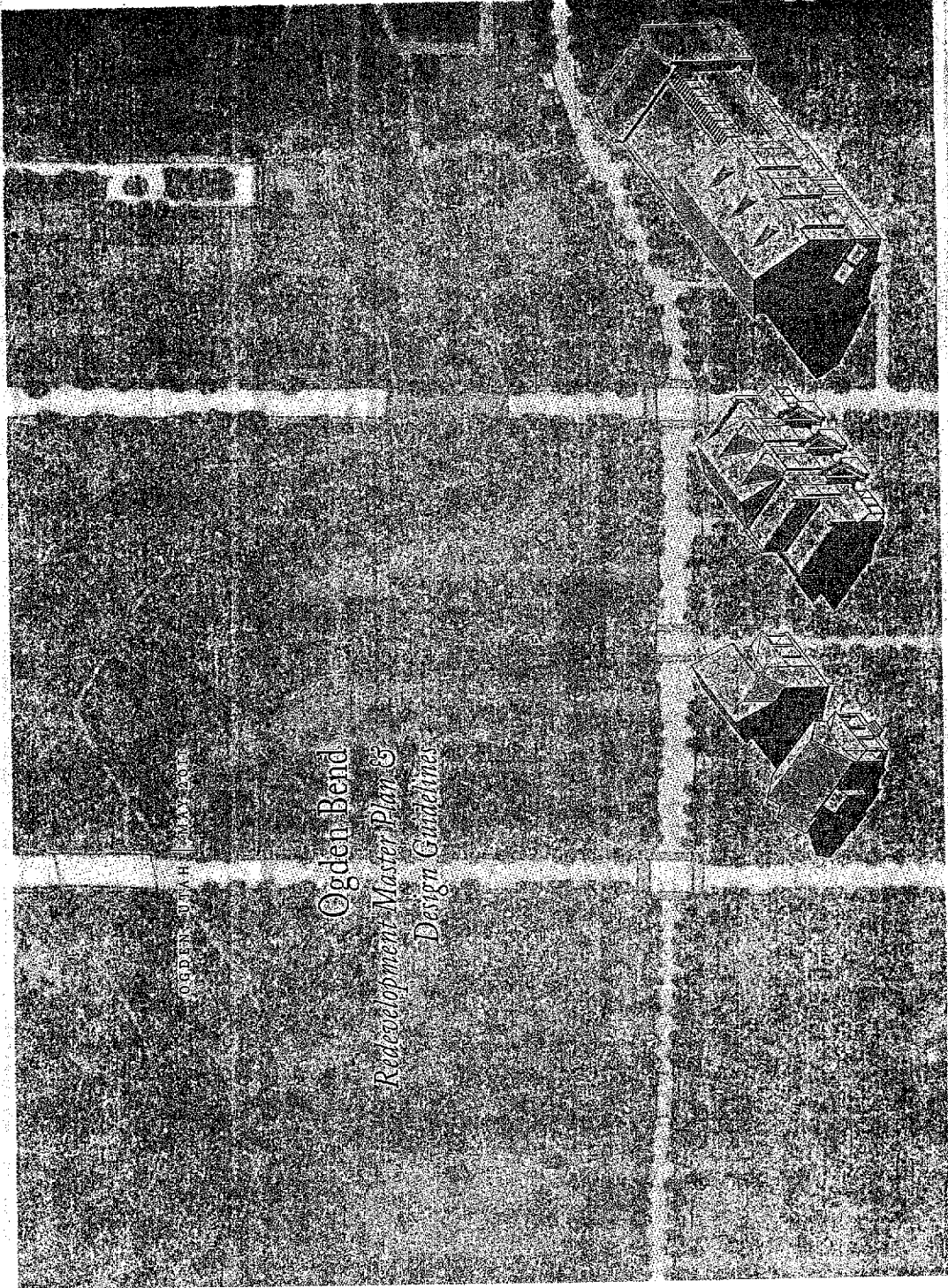
**EXHIBIT E**

**SCOPE OF DEVELOPMENT**

1. Section 1: Development and construction of approximately 75 townhomes and related improvements.
2. Section 2: Development and construction of approximately 125 multi-family units, and approximately 25,000 square feet of retail space and related improvements.

**Master Plan/Design Guidelines and MU Ordinance Attached Hereto**





Ogden Bend  
Redevelopment Master Plan &  
Design Guidelines

URBAN DESIGN ASSOCIATES





**Ogden Bend**  
*Redevelopment Master Plan &  
Design Guidelines*

PREPARED BY  
Urban Design Associates

FOR  
Ogden City



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## Appendix



## Volume 1 Redevelopment Master Plan



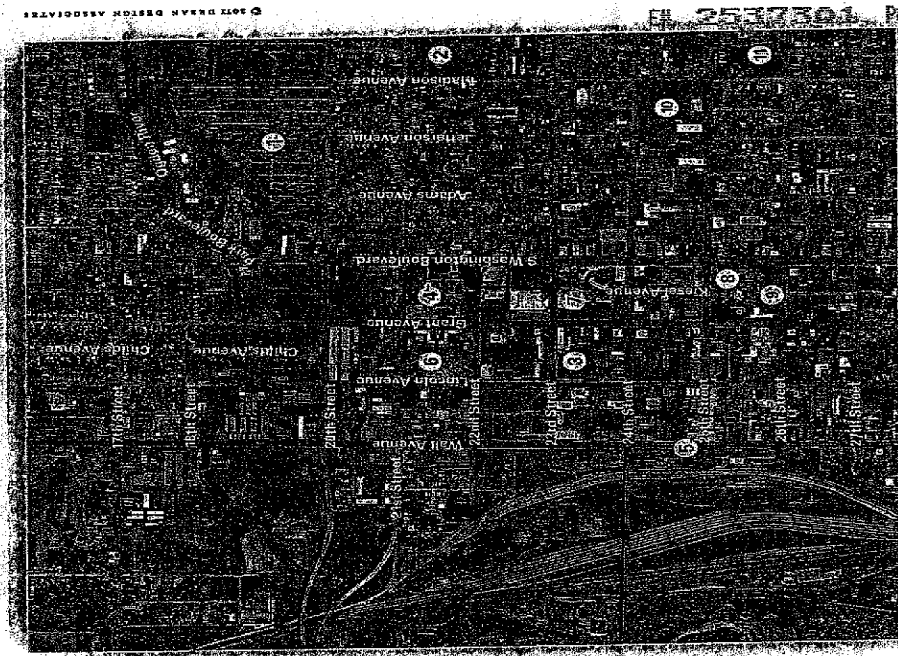
## Overview

THE OGDEN RIVER NEIGHBORHOOD is a key target area in the reinvigoration of Ogden at the northern end of Downtown, a roughly 60-acre area lying north of 20th Street. The unique physical feature of the neighborhood is the Ogden River, which runs east to west through the area and under a bridge that is part of the city's infrastructure. The area has been largely improved for active and passive recreation. In a major reformation effort, the bridge has been pulled back to allow greater river proximity and the natural physical features of the river and its banks have been restored to bring back the vegetation and habitat. A wide bike trail alongside the river connects to the regional trail system of the lower Ogden Valley.

Other important anchors of the area are the new and rehabilitated buildings which signal reinvestment in the area. These sites include the De Vries Academy, which has been recognized as a successful charter school in the region; American Can building located south of the area boundary; On the corner of the Ogden River and 18th Street, a successful commercial building has opened with retail that addresses the river; future transportation plans include a downtown circular bus or trolley route that will provide transit opportunities for those who work in downtown or use the existing commuter rail station.

Ogden City established this area as a redevelopment district known as the Ogden River Redevelopment Project Area in 2002. The intent of the Redevelopment Project Area is to create an attractive urban environment as a setting for both density urban residential and mixed-use neighborhood that will be a catalyst in the downtown revitalization. To do this new development will offer high density housing choices in walking distance of offices and transit stops and at the same time respect the relationship with the Ogden River Parkway.

- 1 Ogden City Cemetery
- 2 Library Park
- 3 Union Field
- 4 LDS Temple
- 5 United Station
- 6 Ogden City Public Safety Building
- 7 The Junction
- 8 Municipal Gardens
- 9 Municipal Building
- 10 Laker Park
- 11 James Madison Elementary School





To better understand the general patterns of natural features and montane systems in this high-altitude surrounding areas, the region team performed a qualitative exercise prior to arriving in October. The result was the series of UDA Natural Features seen in Figure 1. Each entry illustrates a single network of physical features. Although patterns as well as gaps or missing links in a network can be studied, a solid knowledge of the broader regional context was very important for the design team, especially since the project site contained such a prominent location along a major natural feature at the core of the region and links into the larger open space, trails, and transportation networks.





The process included both group meetings with businessmen, business and community leaders, the Open Air Committee, City Staff and Board Officials. The process was led by the Community Development Department and a Committee of city representatives who pulled the team through plan development. The Committee provided insight into available resources, collaboration potential and strategy, and

The document provides the consensus Master Plan and a detailed original framework for the Oregon Bend neighborhood. Principles for Sustainable design as goals that will yield an environmental responsible neighborhood. Guidelines for Architecture and Landscape document the vision for the site and will serve as a starting point for the City when engaging developers and designers.

Architecture of the city solved as an influential starting point for the design

## A collage of four black and white photographs. The top-left photo shows a view of the Twin Towers from a low angle. The top-right photo shows a view of the Twin Towers from a higher angle. The bottom-left photo shows a view of the Oculus and the surrounding area. The bottom-right photo shows a view of the Oculus at night, illuminated by lights.

The process included both group meetings with businessmen, business and community leaders, the Open Air Committee, City Staff and Board Officials. The process was led by the Community Development Department and a Committee of city representatives who pulled the team through plan development. The Committee provided insight into available resources, collaboration potential and strategy, and

The document provides the consensus Master Plan and a detailed original framework for the Oregon Bend neighborhood. Principles for Sustainable design as goals that will yield an environmental responsible neighborhood. Guidelines for Architecture and Landscape document the vision for the site and will serve as a starting point for the City when engaging developers and designers.

Architecture of the city solved as an influential starting point for the design

[illegible]



In the early stages of design it is imperative to establish all design and program design principles. These principles then become guides by which the design should proceed. For the Oregon Redwood project, seven design principles were adopted from the Oregon Redwood Program Master Plan which developed in previous efforts for the site. Three additional principles were arrived at during the initial meetings of this process.

In the early stages of design it is imperative to establish all ideas and input into clear Design Principles. These principles then become guides by which the design should proceed, for the Oregon Bend project seven design principles were adopted from the Oregon Redwood National Master Plan which developed the program efforts for the site. Three additional principles were arrived at during the initial meetings of this process.



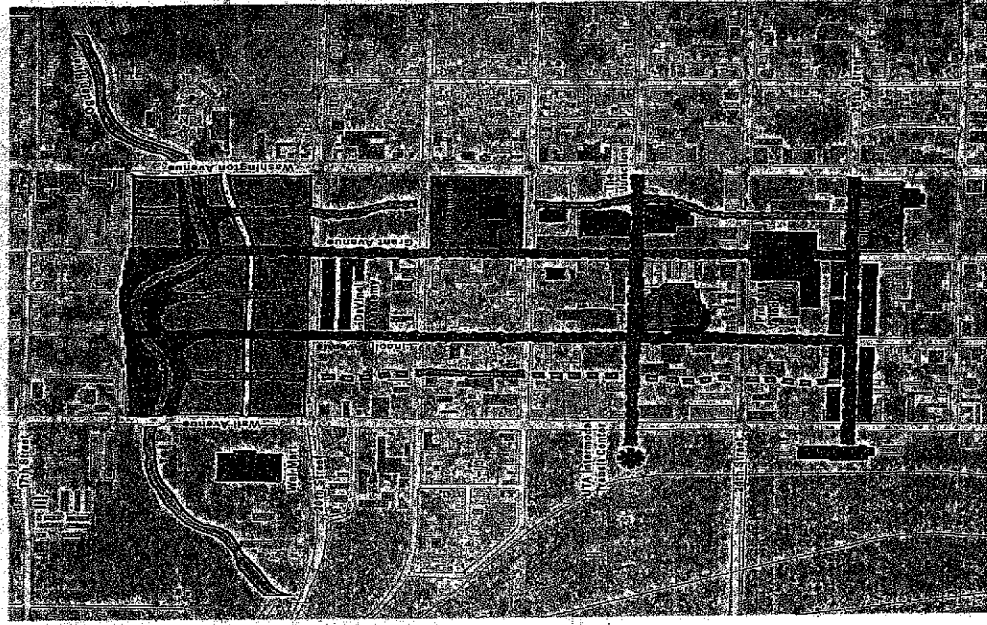
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[illegible]



## Connections

Linking the Ogden East neighborhood to nearby cultural, recreational, civic, and transportation resources was a key design goal early in the planning process. Just as importantly, the design calls for the closest and most immediate access to the river from downtown so any proposed development should not restrict that access, but maintain and enhance it. Currently, the main access points to the river are at the intersection of Washington Boulevard and West Lincoln, and Capitol Avenue. Efforts to better improve the general connectivity of downtown and the site, additional potential and blue connections would be included in the site plan and extended south to link to downtown main thoroughfare and existing pedestrian connections. The diagram to the right was developed to illustrate the envisioned connections and to establish a framework to guide proposed development at Ogden Bend.





## Master Plan

THE MASTER PLAN OFFERS A FEW KEY CHANGING IDEAS AND ASKS TO MAKE THE FOLLOWING DEVELOPMENTAL PROPOSALS: improve the existing street network, improve the existing building stock, and improve the existing public space. The plan also offers a few key changing ideas and asks to make the following developmental proposals: improve the existing street network, improve the existing building stock, and improve the existing public space.

The plan for the riverfront is to become a public space, a different destination from the river. Though these two are approximately 100 yards apart, the two can grow together with a shared strategy. The riverfront design (Image 2) shows where there should be more to increase downtown connectivity. Lincoln and Grant Avenue will have pedestrian and bicycle paths. Additionally, future transit lines (see the Chapter) should enhance connections. When the riverfront is more integrated, it will increase downtown connectivity. To increase downtown connectivity, the riverfront will be strong. It will be a public space, a different destination from the river. Though these two are approximately 100 yards apart, the two can grow together with a shared strategy. The riverfront design (Image 2) shows where there should be more to increase downtown connectivity. Lincoln and Grant Avenue will have pedestrian and bicycle paths. Additionally, future transit lines (see the Chapter) should enhance connections. When the riverfront is more integrated, it will increase downtown connectivity.

A few riverfront ideas are planned on the north side of the river. Between Grant and Wall Avenue, a new public space will be created. This public space will be a public space, a different destination from the river. Though these two are approximately 100 yards apart, the two can grow together with a shared strategy. The riverfront design (Image 2) shows where there should be more to increase downtown connectivity. Lincoln and Grant Avenue will have pedestrian and bicycle paths. Additionally, future transit lines (see the Chapter) should enhance connections. When the riverfront is more integrated, it will increase downtown connectivity.

New housing and public space will be created. The plan also offers a few key changing ideas and asks to make the following developmental proposals: improve the existing street network, improve the existing building stock, and improve the existing public space. The plan also offers a few key changing ideas and asks to make the following developmental proposals: improve the existing street network, improve the existing building stock, and improve the existing public space.



Architectural drawings showing building facades and interior spaces.



A view of the riverfront with buildings and a bridge.



# Illustrative Master Plan

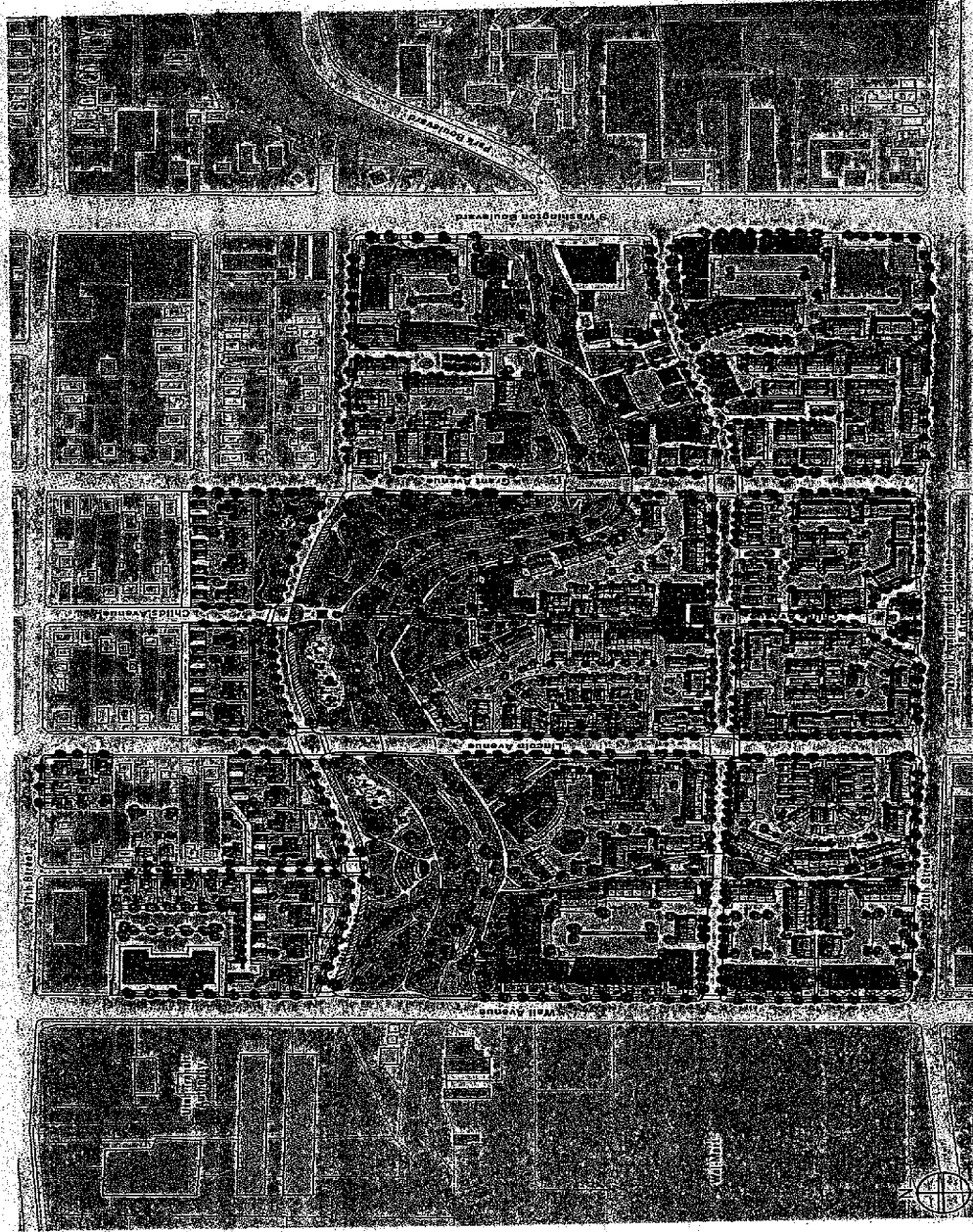
**ODDEN RIVER REDEVELOPMENT**  
The Master Plan offers a rich array of housing types and sizes in a neighborhood setting. The first experience is enhanced with cars and walkability. The plan calls for a mix of housing types and sizes, from single-family homes to multi-family units. The plan also calls for a mix of housing types and sizes, from single-family homes to multi-family units. The plan also calls for a mix of housing types and sizes, from single-family homes to multi-family units.

BUILDING USE KEY	
[Symbol]	SINGLE-FAMILY RESIDENTIAL
[Symbol]	MULTI-FAMILY RESIDENTIAL
[Symbol]	OFFICE USE
[Symbol]	COMMERCIAL/INDUSTRIAL





# Alternative Illustrative Master Plan



BUILDING USE KEY	
[Symbol]	OFFICE/INSTITUTIONAL
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[Symbol]	CONSERVATION

ORDEN BENDI REDEVELOPMENT MASTER PLAN & DESIGN GUIDELINES | OGDEN, UTAH | MAY 2011 | ORDEN BENDI ASSOCIATES

VOLUME I | REDEVELOPMENT MASTER PLAN  
MASTER PLAN



# Open Space Plan

**THE RIVER, PARKS AND TRAILS**  
The Open River is the spine of a new system of interconnected trails, parks and open spaces that merge the improved river valley with the city. The trail will also act as a water infiltration area to collect and store stormwater in a sustainable way. In addition to the trail, park, and river paths, the Open River park can accommodate an extensive program of recreational and cultural events. Some features discussed or suggested during the workshop include playground and adventure equipment, picnic area, amphitheater, an outdoor classroom, interpretive spaces, historic artifact displays, and a bike line.



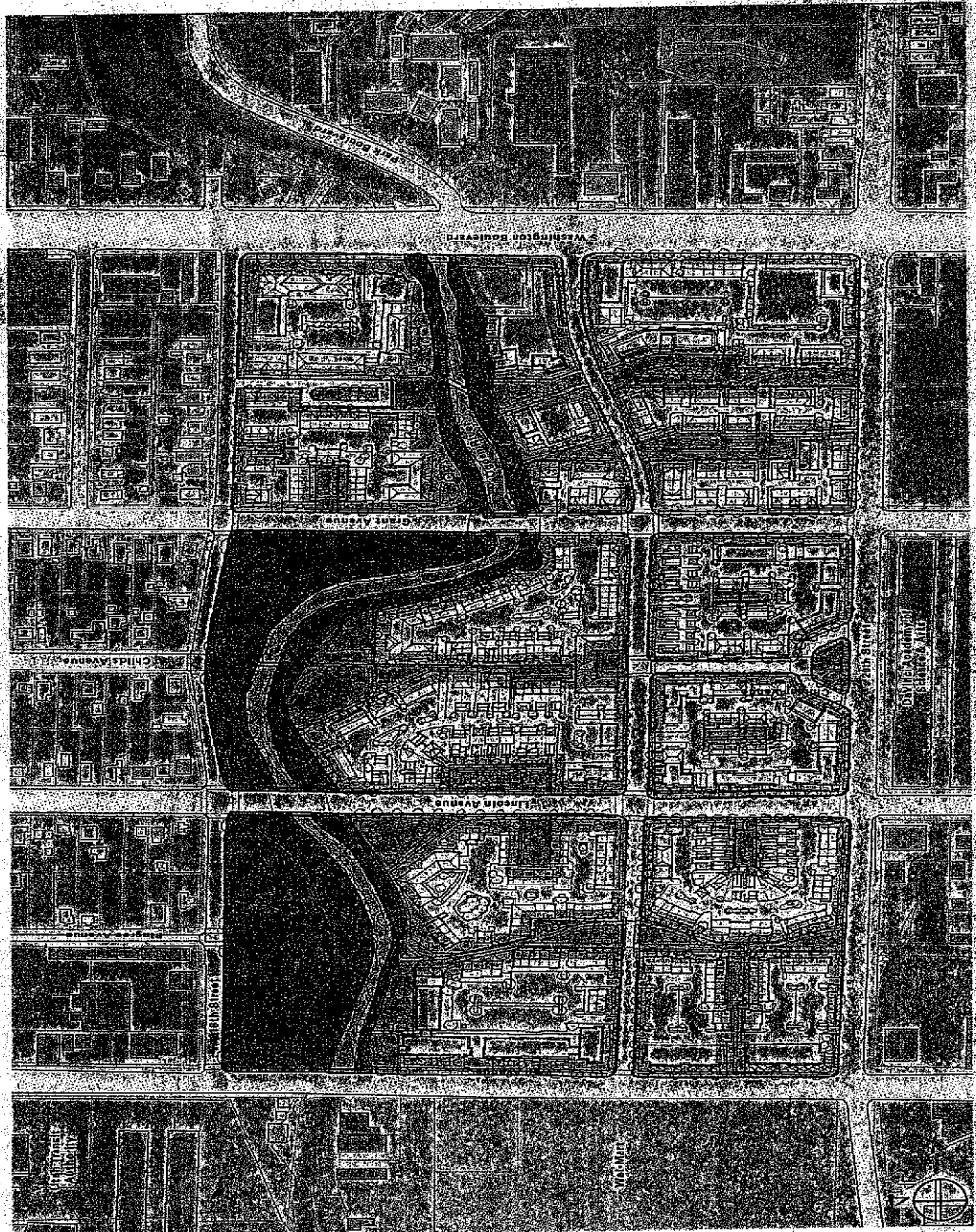


**STREETS & GREENS.** The framework of streets and greens will organize the placement and orientation of future development on the site.

Preserving existing building footprints along streets and parks helps to define the fabric, such as home density, and maintain a safe environment. Parking lots are placed in the interior of blocks and screened by buildings and landscaping.

<input type="checkbox"/>	PUBLIC OPEN SPACE
<input checked="" type="checkbox"/> SH	PRIVATELY MAINTAINED OPEN SPACE (PUBLICLY ACCESSIBLE)
<input checked="" type="checkbox"/> SH	FACADE ZONE
<input checked="" type="checkbox"/> SH	DEVELOPMENT ZONE

OGDEN: UTAH | MAY 2016 | URBAN DESIGN ASSOCIATES





# Building Types Plan



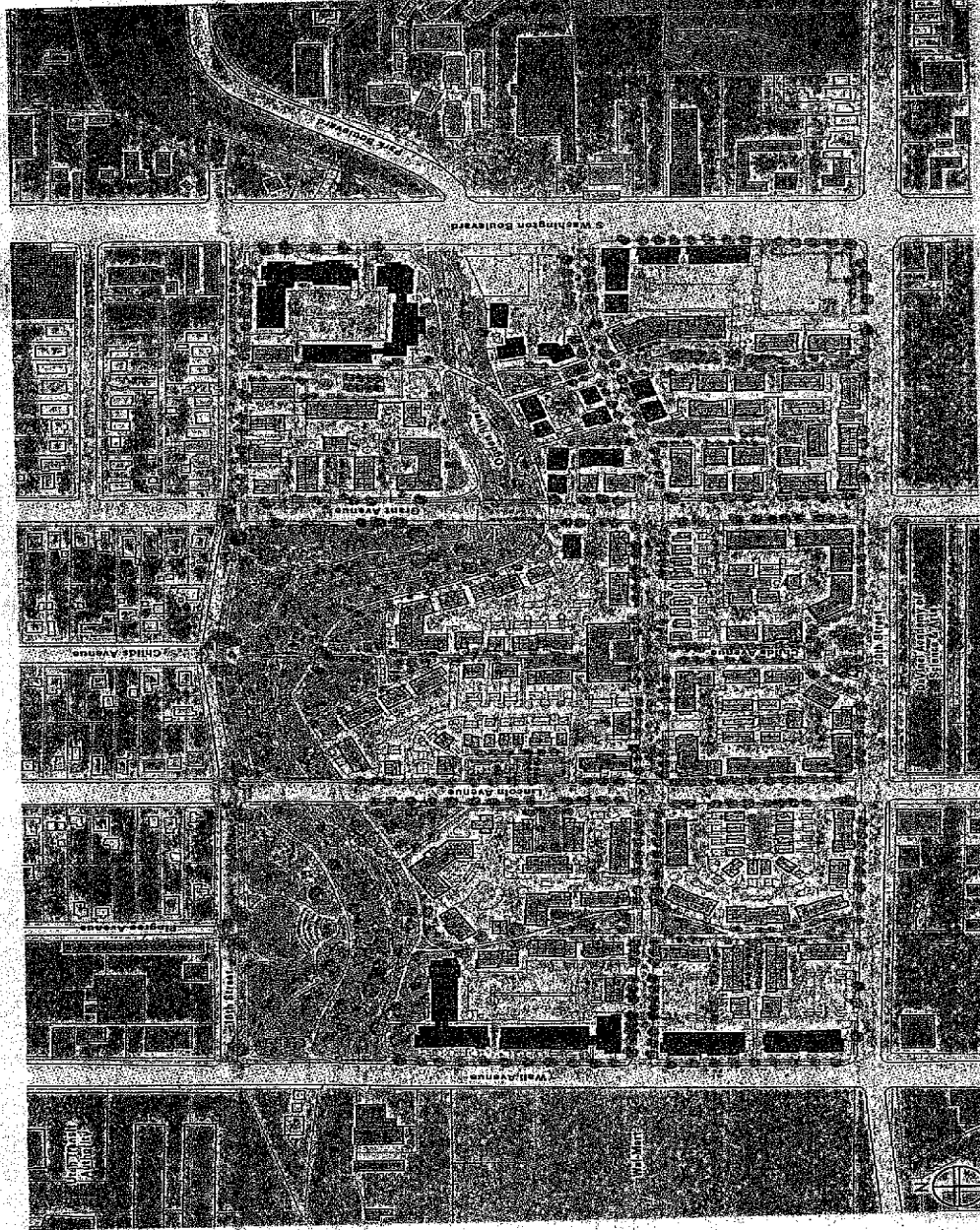
BUILDING USE KEY	
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ODEN BOND, REDEVELOPMENT MASTER PLAN & DESIGN GUIDELINES | OGDEN, UTAH | MAY 2011 | URBAN DESIGN ASSOCIATES

VOLUME 1 | REDEVELOPMENT MASTER PLAN | 72 OF 180



# Building Use Plan



DEVELOPMENT SUMMARY	
Carriage Houses	28
Cottages	24
Townhouses	383
Apartments	283
Live-work	23
Hotel	82,625 SF
Office	80-100 ksq
TOTAL UNITS	721
OPEN SPACE	18.2 AC

Note: Development numbers are based on the plan. Footprint to the plan of building is 100% of the total. Where the plan shows a building footprint, the building footprint is 100% of the total. Where the plan shows a building footprint, the building footprint is 100% of the total.

BUILDING USE KEY	
[Symbol]	RESIDENTIAL
[Symbol]	OFFICE
[Symbol]	INDUSTRIAL
[Symbol]	RETAIL



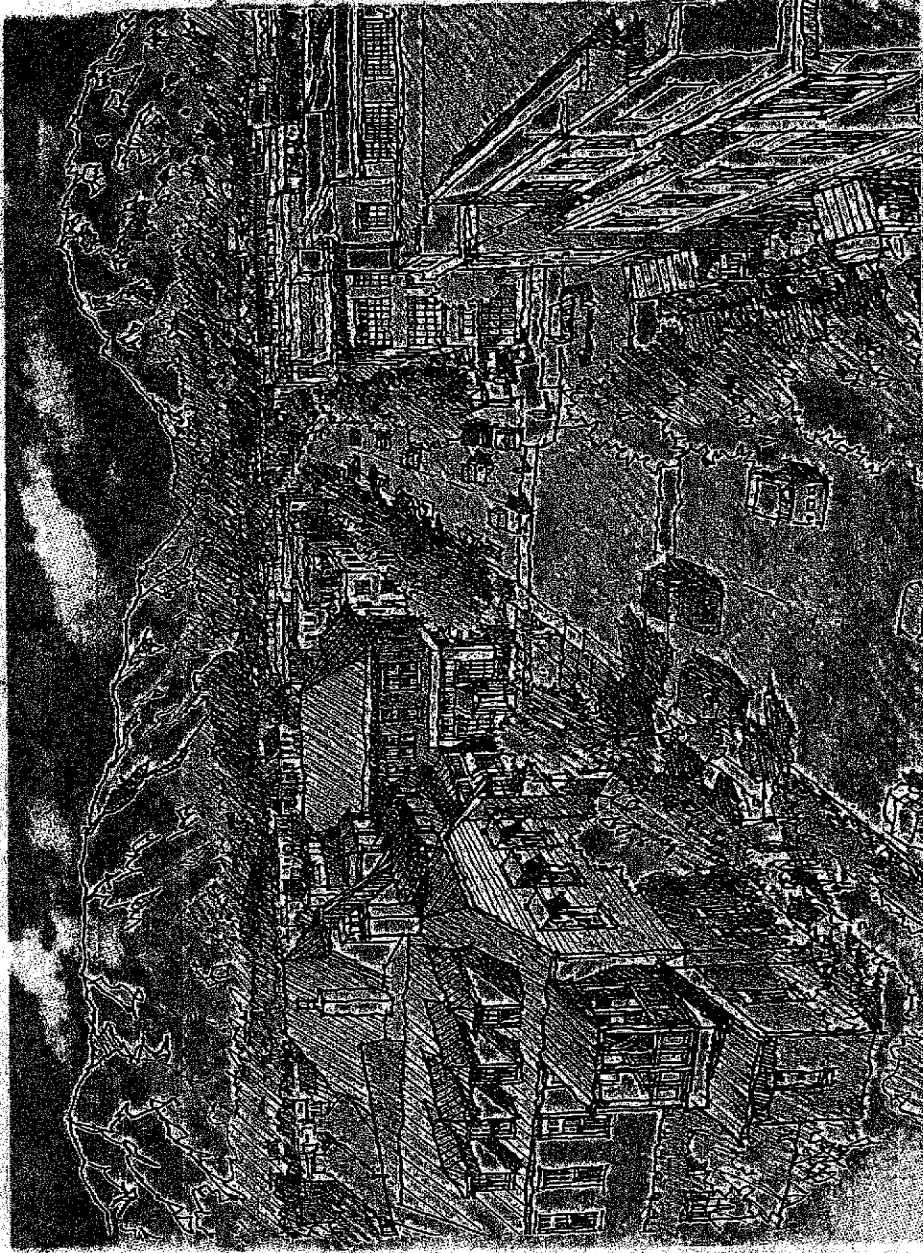
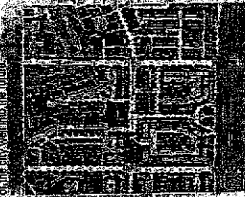
This is a high-contrast, black and white aerial photograph of a city block in Washington, D.C. The image shows a dense grid of streets and building footprints. The block is bounded by Pennsylvania Avenue to the north, Constitution Avenue to the south, and various streets to the east and west. A large, dark, irregularly shaped area in the center-right of the block is labeled "REAR OF BUILDING" and "REAR OF BUILDING". Other labels include "PENNSYLVANIA AVENUE" at the top, "CONSTITUTION AVENUE" at the bottom, and "REAR OF BUILDING" in the center-right. A compass rose is visible in the bottom right corner.

**INCREMENTAL DEVELOPMENT**

This time even the veterans were to fully complete the plan; they designed it as a series of complete blocks that would be executed in a particular order before the entire neighborhood is finished. The rising plan carries on a guide to achieve this. The sequence has been constructed on a number of influences and each phase can be completed as a series of smaller sub-phases.



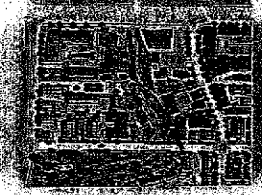
**A SENSE OF PLACE**  
Once the Dutch Rand Plan is retested, it will test a 3rd and 4th Order neighborhood, well water connected to history and nature, and entirely immune to automobile traffic. The resulting new architecture style that will emerge the past will be looked to the future. The wisdom that has been passed on and years spent to flourish and nurture Orono will be passed on to future generations and will be a part of the new architectural style.





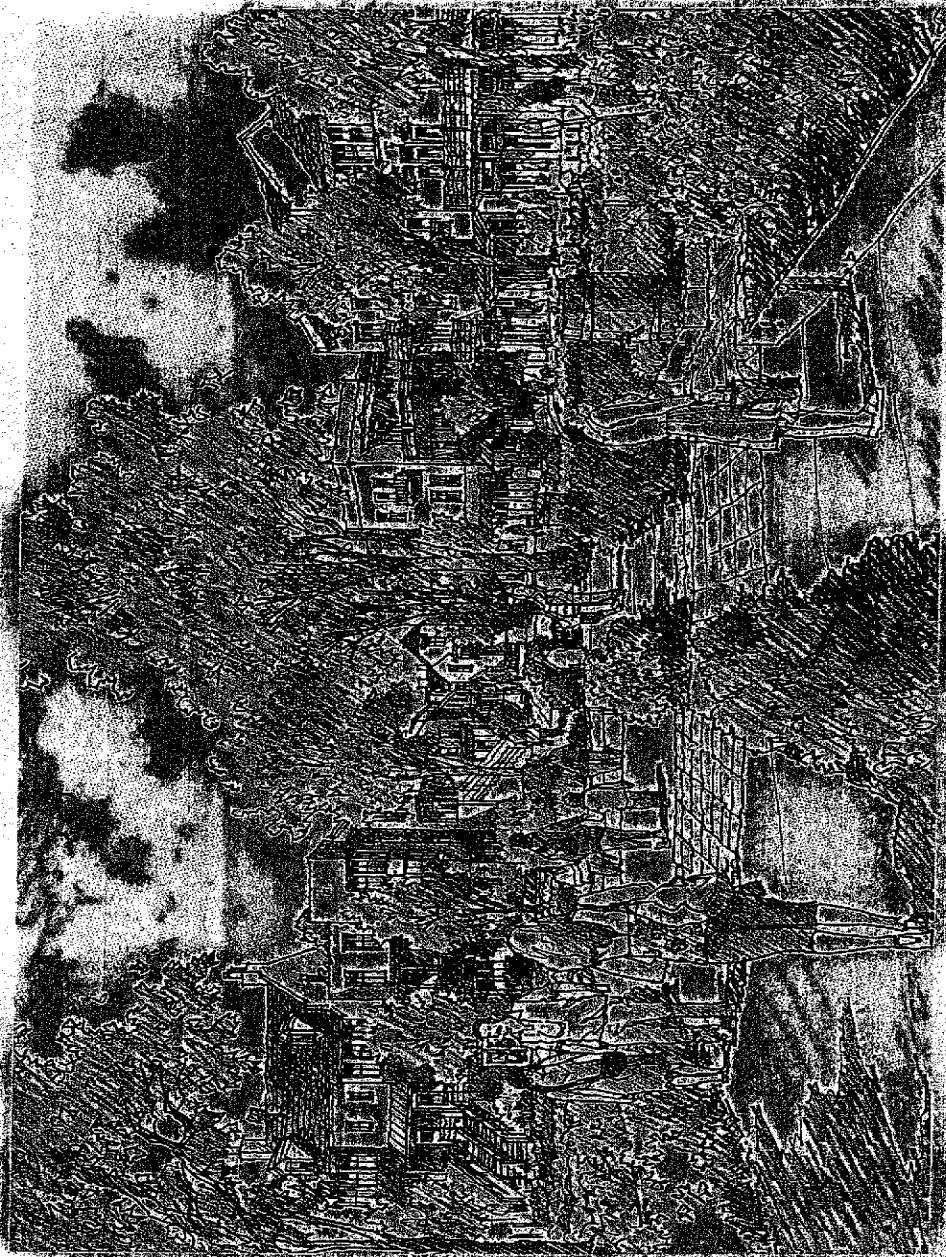
Prospective Views, continued

**ACTION AT THE BEND**  
 Openly it shows, yet to very  
 industrial, into some, and the  
 heavily wooded, with the  
 back of the bend, on the  
 development, and the  
 that will connect, and will  
 and provide additional space.





Perspective View, continued



**SAFETY AND HEALTH.**  
 Odgen Bend will set a sustainable amount of park and green spaces in the City's urban areas. Odgen Bend will ensure that all new developments and projects are designed to be safe and healthy for the community. The City will ensure that all new developments and projects are designed to be safe and healthy for the community. The City will ensure that all new developments and projects are designed to be safe and healthy for the community.



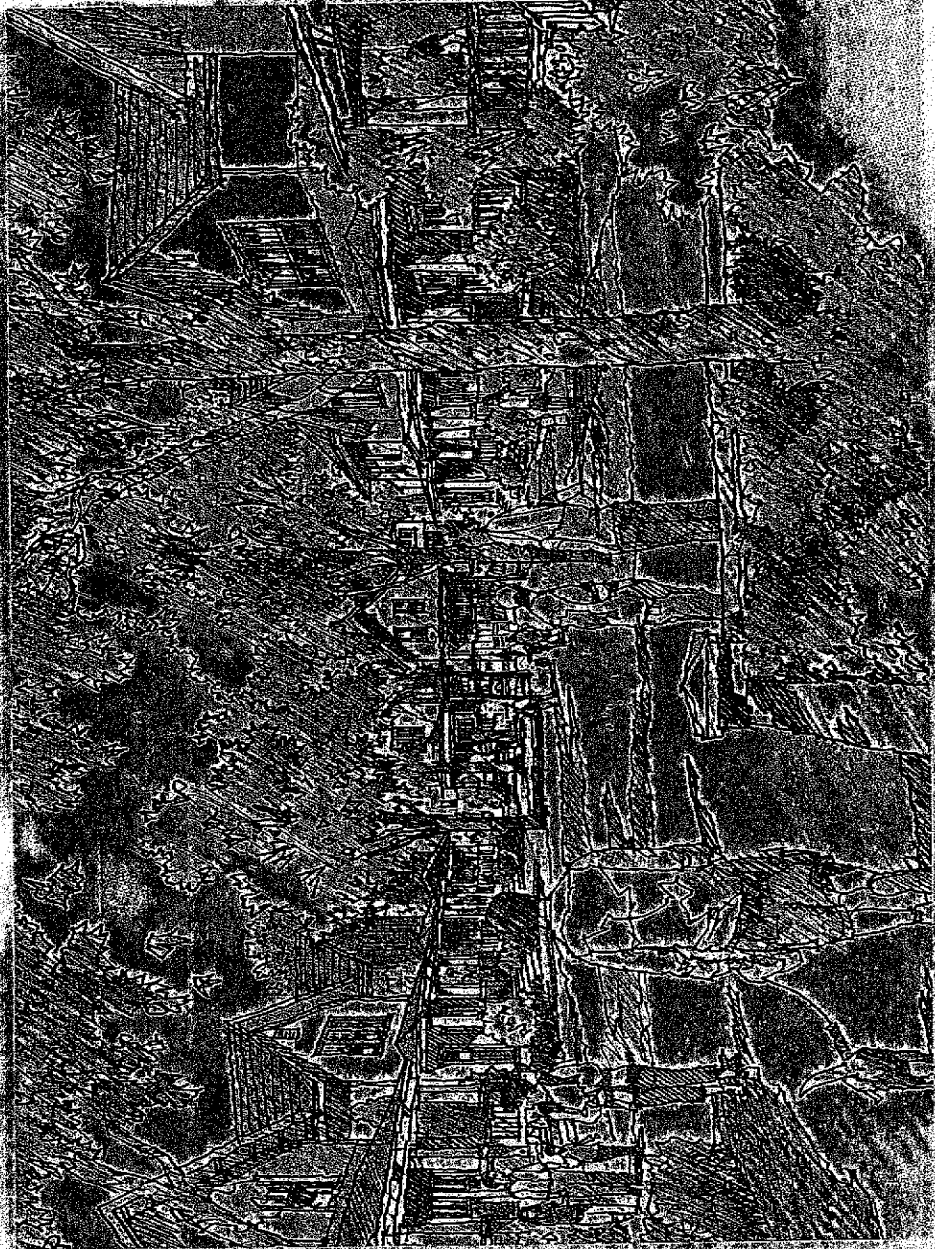
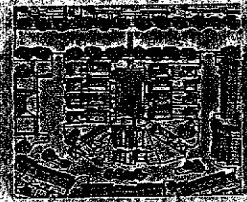
ODGEN BEND REDEVELOPMENT MASTER PLAN & DESIGN GUIDELINES | ODGEN, UTAH | MAY 2011 | URBAN DESIGN ASSOCIATES

VOLUME 1 | REDEVELOPMENT MASTER PLAN  
 MASTER PLAN



Perspective Views, continued

**SMALL GREENS & COURTYARDS**  
The new neighborhood units  
comprise a series of green spaces, from the  
large central park to small, intimate  
courtyards and green spaces. Small green  
spaces in the courtyard are used for small  
gardens, play areas, and other passive  
amenities.



ODDIN BIRD: REDEVELOPMENT MASTER PLAN & DESIGN GUIDELINES | OGDEN, UTAH | MAY 2011 | URBAN DESIGN ASSOCIATES

RODNEY L. REDEVELOPMENT MASTER PLAN  
MASTER PLAN



Perspective Views, continued



**A HEALTHY PLACE**  
 The addition of the Ogden River to the new neighborhood will be a harmonious one. New development will respect the natural setting, with the river and its banks as a focal point. The river will provide a natural barrier and a sense of place. The new development will be a healthy place.

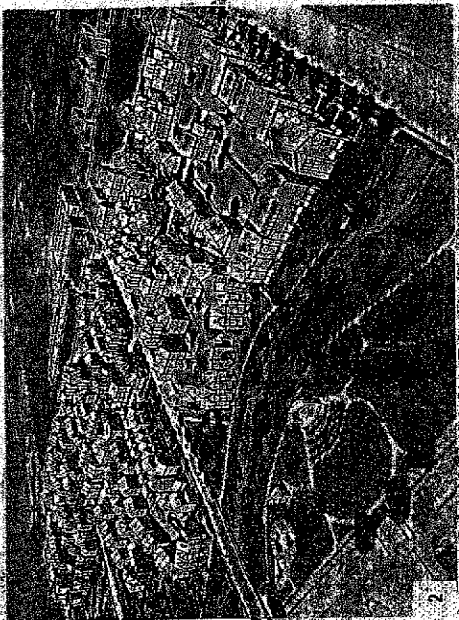
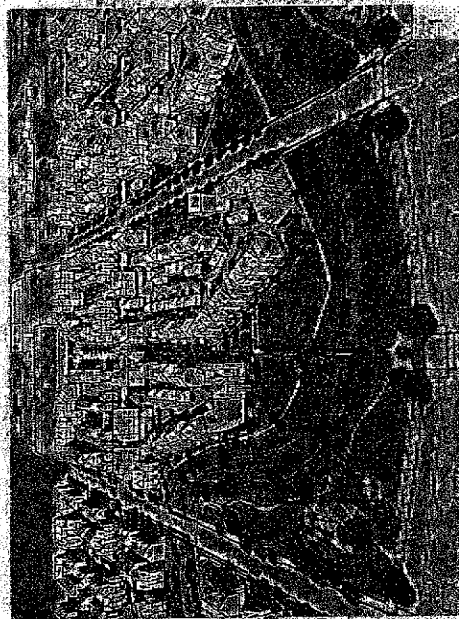


OGDEN RIVER REDEVELOPMENT MASTER PLAN & DESIGN GUIDELINES | OGDEN, UTAH | MAY 2011 | URBAN DESIGN ASSOCIATES

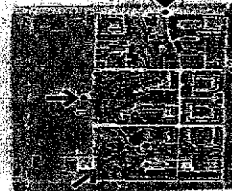
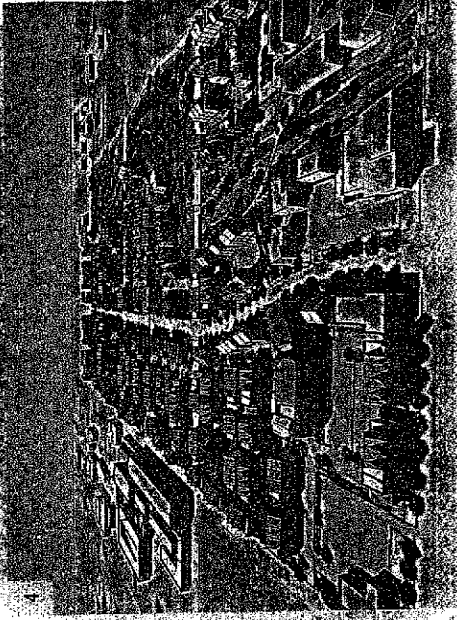
VOLUME 1 | REDEVELOPMENT MASTER PLAN  
 MASTER PLAN



## Model Views



**DIGITAL MODELING**  
During the modeling, the design team used a 3D modeling tool to help envision the quality of new spaces and the experience of new places. These views illustrate the potential of the new development, as well as the form of the overall master plan.





# Volume 2 | Design Guidelines



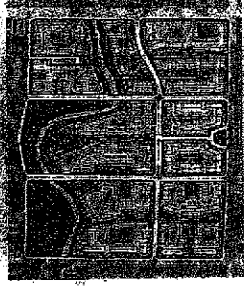
# Introduction

The Design Guidelines are considered part of the Redevelopment Master Plan and have been created to help realize the vision set forth by the redevelopment plan process. While the overall intent and general principles have been determined by the plan, the Design Guidelines provide further clarity to assist the project companies in the implementation stage. These Design Guidelines have been organized through a series of drawings, recommendations and illustrations to guide the user through:

1. Establishing landmark buildings and unique addresses
  2. Determining building placement, scale and form and
  3. Applying regionally appropriate and historic architectural style.
- By following these steps, any builder or developer can both visualize the goal and build an neighborhood that Oglethorpe can be proud to have as part of the Downtown.



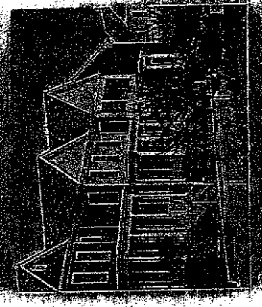
COMMUNITY PATTERNS  
Establishing landmark buildings and unique addresses



BUILDING TYPOLOGIES  
Determining building placement, scale and form



ARCHITECTURAL STYLES  
Applying regionally appropriate and historic architectural style

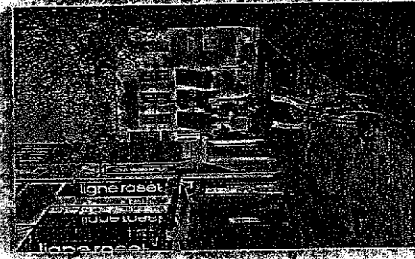




# The Design Guidelines Principles

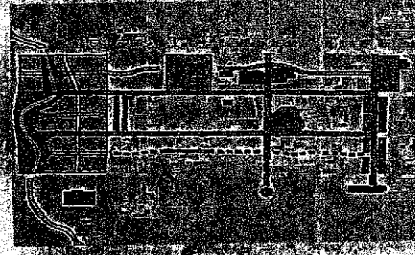
The Design Guidelines are built on the design principles established during the Planning Process (Volume 1, Part 1) by further articulating and applying them to Community Patterns and Architectural Patterns. By striving to achieve all these principles collectively, Ogden Band will become an authentic Ogden neighborhood.

## COMMUNITY PATTERNS



### CONNECTIVITY AND WALKABILITY

- Create a network of streets that are walkable and bikeable.
- Provide for pedestrian and bicycle safety.
- Encourage a mix of land uses that create a vibrant, walkable community.



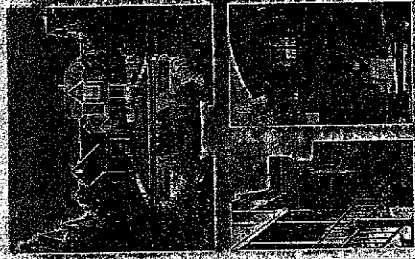
- Provide for pedestrian and bicycle safety.
- Encourage a mix of land uses that create a vibrant, walkable community.



### OPEN SPACE AND RECREATION OPPORTUNITIES

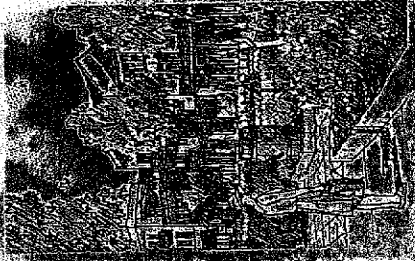
- Provide for open space and recreation opportunities.
- Encourage a mix of land uses that create a vibrant, walkable community.

## ARCHITECTURAL PATTERNS



### CHARACTER AND DISTINCTION

- Create a sense of place and character.
- Encourage a mix of land uses that create a vibrant, walkable community.



- Create a sense of place and character.
- Encourage a mix of land uses that create a vibrant, walkable community.



### UNIQUE AND ARCHITECTURAL

- Create a sense of place and character.
- Encourage a mix of land uses that create a vibrant, walkable community.



# How To Apply The Design Guidelines

This book is intended to give the reader and developer a context within which to build new construction in the vision of the Ogden-Bend neighborhood. The neighborhood context, including historic architecture and development objectives, is a result of decisions related to the vision of the neighborhood. The Design Guidelines are a tool to help you understand the vision of development expected by the city that can be easily understood with words only.

## STEP 1 | LOCATION

- 1. Locate your lot within the Key Address Plan and review neighborhood planning opportunities and appropriate characteristics for that configuration.
- 2. Develop an understanding of your address within the context of Ogden-Bend neighborhood and surrounding neighborhoods and open space resources.
- 3. Understand the significance of your property and develop a vision for the future.

## STEP 2 | BUILDING TYPOLOGIES

- 1. Review the plan requirements including building massing, setbacks, lot coverage, landscaping, and other requirements that apply to your lot.
- 2. Review the design guidelines for building placement, setbacks, and other requirements that apply to your lot.

## STEP 3 | ARCHITECTURAL DESIGN

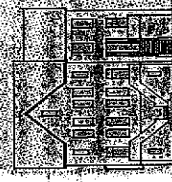
- 1. In Community Patterns, review the Addresses for guidance to the type and form of the site and the appropriate style of architecture.
- 2. Choose a building style that is consistent with the design guidelines for that style.
- 3. Review the appropriate style, develop an understanding of the essential characteristics of the style, and use the style successfully throughout the design process.
- 4. Follow the composition, height, and material recommendations for that style.

## STEP 4 | LANDSCAPE

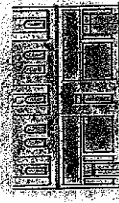
- 1. Review the landscape patterns for suggestions on how to develop a landscape that is consistent with the spirit of the Redevelopment Master Plan.

## STEP 5

Consult the Appendix for more information on the design process and the design guidelines.

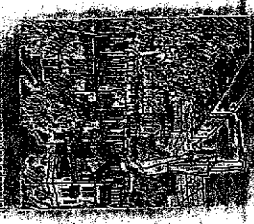


Four and a half story, gabled roof, and a chimney.



## STEP 6

Consult the Appendix for more information on the design process and the design guidelines.





## Community Patterns

THE COMMUNITY PATTERNS section describes clusters and provides recommendations for the Ogden Historic District. The content is meant to be a guide to what was provided within the 1920s Ogden Historic Plan and more are encouraged to refer back to that information. The Community Patterns section contains the following information:

**KEY ADDRESSES:** Patterns each of the eight addresses in the plan including their building characteristics and differences in architecture, building types and scale, character of open space, and the activities that occur there.

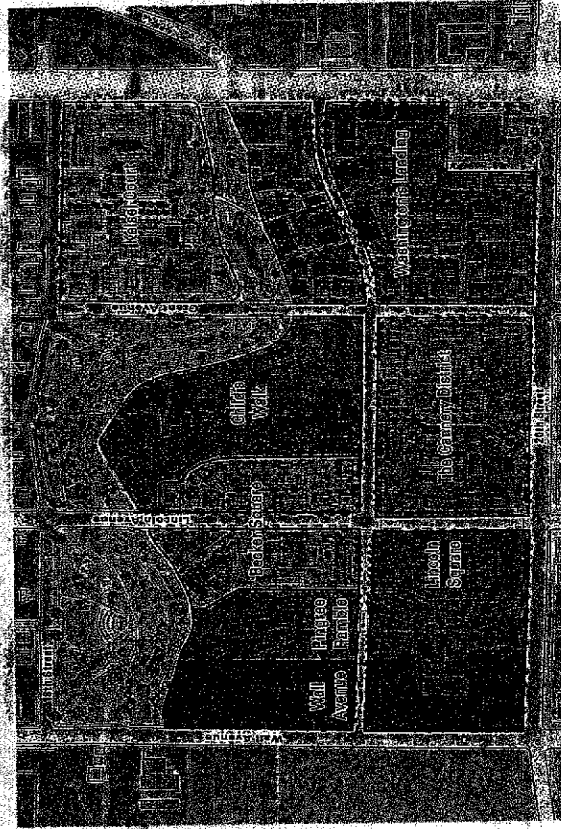
**LANDMARK LOCATIONS:** Describes the significance and provides locations of foreground buildings which are essential to creating memorable places within the Ogden Historic neighborhood.





## Key Addresses

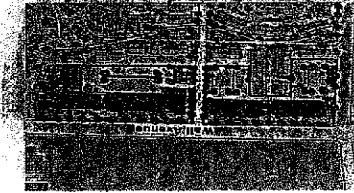
The master plan was conceived as a collection of unique and special addresses. Each of these addresses has distinct characteristics that distinguish it from the rest of the town. It is important to preserve its architecture, building type, and the character of its nature and the services that occur there. Every street will be composed of eight key addresses, which are briefly summarized below and described in greater detail on the following pages. Addresses have been derived by the primary urban planning and architectural firms, which are better than by joining the distances relative to streets or parcels boundaries. This approach is essential to establishing a whole neighborhood that is greater than its parts.

[illegible]



Key Addresses, continued

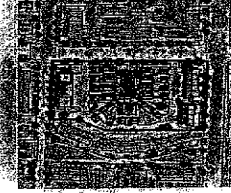
WALL AVENUE



The building is a two-story structure with a prominent central entrance and a series of windows along the side. The architecture is a blend of traditional and modern styles, featuring a mix of materials and textures.

ARCHITECTURAL STYLES  
Art & Crafts: 10%  
Victorian: 50%  
Transitional Modern: 40%

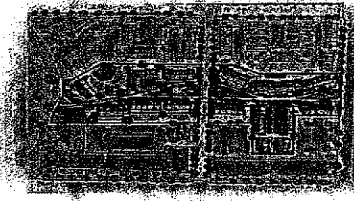
LINCOLN SQUARE



The building is a two-story structure with a prominent central entrance and a series of windows along the side. The architecture is a blend of traditional and modern styles, featuring a mix of materials and textures.

ARCHITECTURAL STYLES  
Art & Crafts: 10%  
Victorian: 50%  
Transitional Modern: 40%

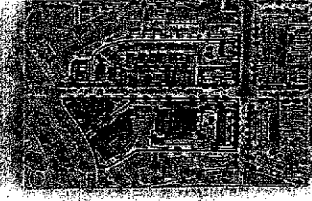
PINE TREE RAMBLE



The building is a two-story structure with a prominent central entrance and a series of windows along the side. The architecture is a blend of traditional and modern styles, featuring a mix of materials and textures.

ARCHITECTURAL STYLES  
Art & Crafts: 10%  
Victorian: 50%  
Transitional Modern: 40%

BECKER SQUARE



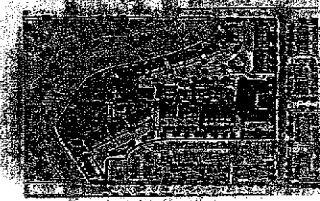
The building is a two-story structure with a prominent central entrance and a series of windows along the side. The architecture is a blend of traditional and modern styles, featuring a mix of materials and textures.

ARCHITECTURAL STYLES  
Art & Crafts: 10%  
Victorian: 50%  
Transitional Modern: 40%



Key Address, continued

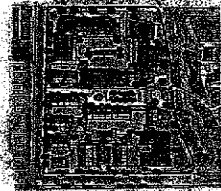
CHILD'S WALK



The north-south pedestrian link, Child's Walk, and the area of the former O'Connell School, located between the street and the river, will be redeveloped into a series of community gardens, including community gardens.

ARCHITECTURAL STYLES  
Art & Craft: 50%  
Prairie: 25%  
Traditional Modern: 25%

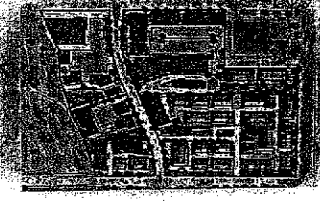
KEISEI COURT



This address features a variety of housing styles and likely has a high level of architectural diversity. The area is located in the heart of the community, and the surrounding area is a mix of residential and commercial uses.

ARCHITECTURAL STYLES  
Art & Craft: 75%  
Victorian: 25%

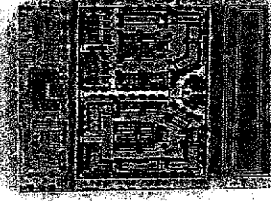
WASHINGTON LANDING



This area is a mix of residential and commercial uses. The area is located in the heart of the community, and the surrounding area is a mix of residential and commercial uses.

ARCHITECTURAL STYLES  
Art & Craft: 50%  
Prairie: 25%  
Traditional Modern: 25%

THE CANNERY DISTRICT



This area is a mix of residential and commercial uses. The area is located in the heart of the community, and the surrounding area is a mix of residential and commercial uses.

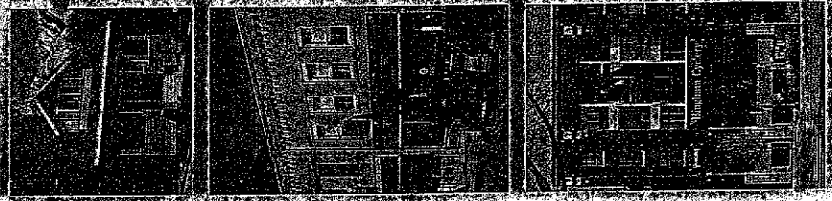
ARCHITECTURAL STYLES  
Art & Craft: 50%  
Prairie: 25%  
Traditional Modern: 25%



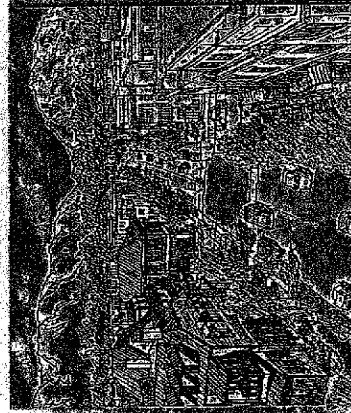
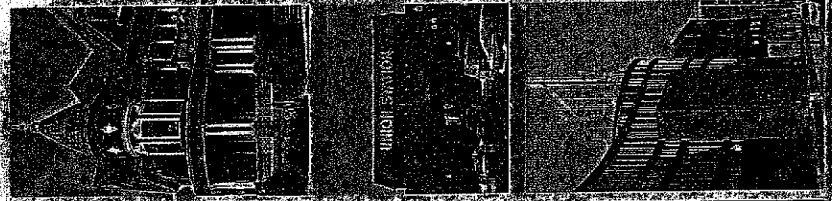
## Landmark Locations

Cities are made up of Background Architecture and Foreground Architecture. Background Architecture comprises most of the city and has intricate details, well designed for the composition of simple (often repetitive) patterns and good quality materials and finishes. Foreground Architecture includes buildings that warrant a high level of design because of their location and importance within the city. These buildings are typically a key gateway location or terminus point. Key landmarks include: leaders of new building compositions and unique elements and high quality materials and finishes.

BACKGROUND BUILDINGS

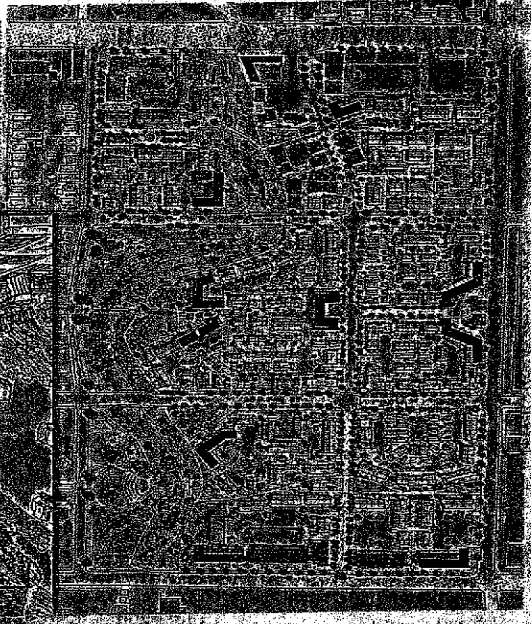


FOREGROUND BUILDINGS



The diagram below indicates the location of the city's major landmarks and the location of the city's major landmarks. The diagram below indicates the location of the city's major landmarks and the location of the city's major landmarks.

LEGEND: THE CITY'S MAJOR LANDMARKS AND THE CITY'S MAJOR LANDMARKS.





# Architectural Patterns

the new residential. A series of sections illustrates the key design principles and guidelines for the design of the new residential. The design principles are presented in a series of sections, each with a title and a brief description. The design guidelines are presented in a series of sections, each with a title and a brief description. The design principles and guidelines are presented in a series of sections, each with a title and a brief description.

The design principles and guidelines are presented in a series of sections, each with a title and a brief description. The design principles are presented in a series of sections, each with a title and a brief description. The design guidelines are presented in a series of sections, each with a title and a brief description. The design principles and guidelines are presented in a series of sections, each with a title and a brief description.

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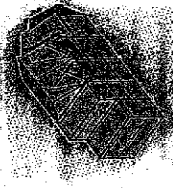
The design principles and guidelines are presented in a series of sections, each with a title and a brief description. The design principles are presented in a series of sections, each with a title and a brief description. The design guidelines are presented in a series of sections, each with a title and a brief description. The design principles and guidelines are presented in a series of sections, each with a title and a brief description.

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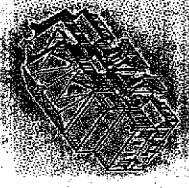
## BUILDING TYPOLOGIES

Understanding Building Types



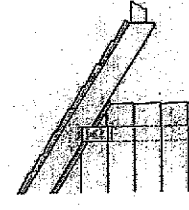
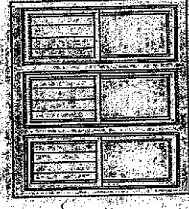
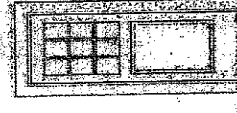
## BUILDING ARTICULATION

Control of Building Elements



## ARCHITECTURAL STYLES

Applying Style Elements to Buildings and Veneers





10



Building Typologies continued

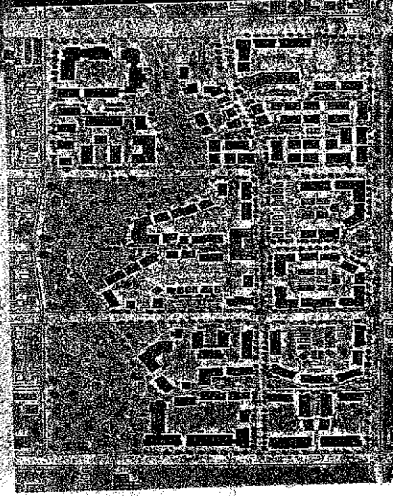
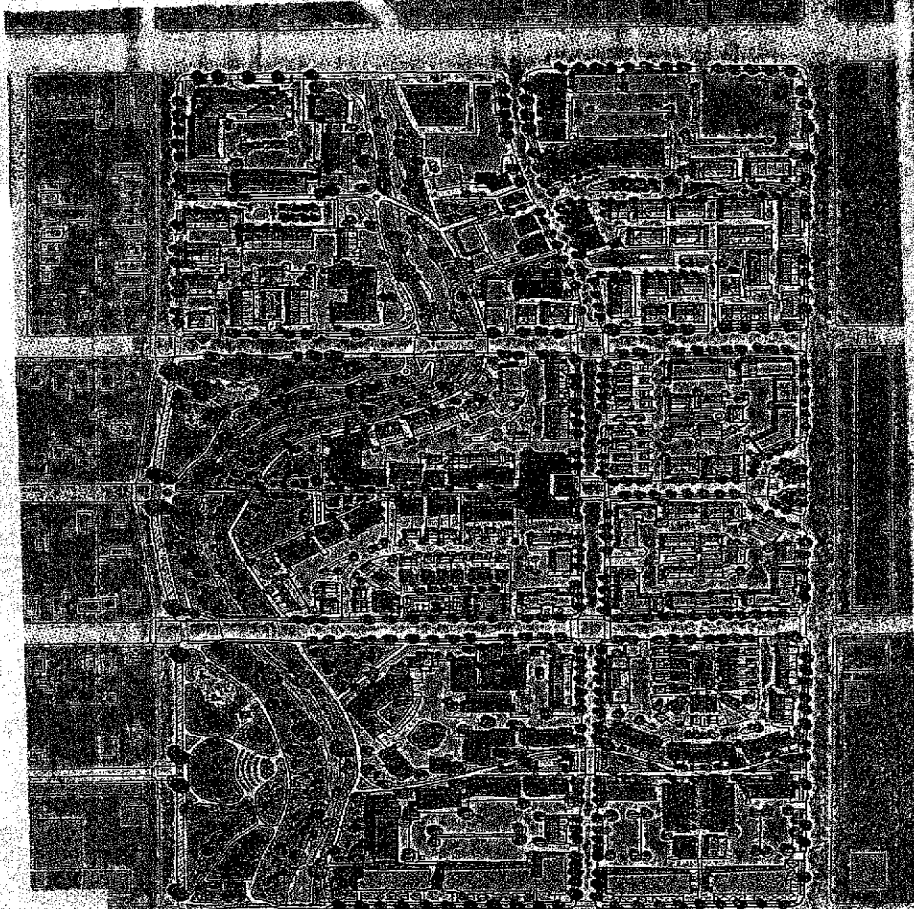
BUILDING TYPOLOGIES			BUILDING PLACEMENT				BUILDING CONFIGURATION				APPROVED ARCHITECTURAL STYLES			
Typology	Image	Description	Front Setback (ft)	Side Setback (ft)	Front Yard Coverage (%)	Side Yard Coverage (%)	Traditional	Modern	Contemporary	Geometric	Industrial	Eclectic	Minimalist	
Cottage		A compact single-unit house of one and-a-half or two stories. Attached to a semi-detached garage is accessed by a rear alley.	12	10	5	5	20%	40%	10	9	8	✓	✓	
Cottage House		A single-story unit having two-car garage on ground level and a residential unit above. Several units can be grouped around shared outdoor space.	N/A	N/A	15	15	10%	30%	15	15	15	✓	✓	
Townhouse		A unit with compact footprint, typically having two or three living floors, sometimes over a garage space. Often joined in rows of three, four, five or six units, each with its own entrance and yard.	10	15	5	0	50%	30%	10	9	8	✓	✓	
Live-Work		A unit that is similar to a townhouse but has the ability of having a ground floor of commercial use. The commercial space and residential unit share entrances.	5	20	15	0	50%	30%	14	10	9	✓	✓	
Apartment Building		A large building of multiple floors of apartment units with circulation cores and hallways. Typically, front doors face public streets or parks. Parking may be in rear lots or under a portion of the building.	10	15	5	0	70%	30%	14	10	10	✓	✓	
Mixed-Use Building		A large building of multiple floors with a mix of office, commercial and residential uses. Parking may be in rear lots or under a portion of the building.	0	5	15	0	80%	30%	15	10	10	✓	✓	
Hotel Building		A one or two-story commercial building typically in a stand-alone condition with a rear parking lot.	0	5	15	0	70%	30%	15	12	N/A	✓	✓	



# Building Typologies, continued

The Ogden Bend Redevelopment Master Plan recognizes the close relation between building types and the character of spaces and streets they create. Below is a diagram developed during the workshop illustrating a ideal mix of building types to achieve the intended variety of streets and open spaces. To the right is a diagram of recommended Fixed and Restricted Building Types, which are considered most important to the address the goals. Fixed Buildings should not change from the proposed types. Restricted Buildings are flexible but must retain a commercial use (therefore types must be Retail, Live Work or Mixed-Use). The remainder of the Master Plan allows a degree of flexibility with regards to building types.

LEGEND  
 1990 BUILDING TYPES  
 1990 LAND USE  
 1990 STREET TYPE



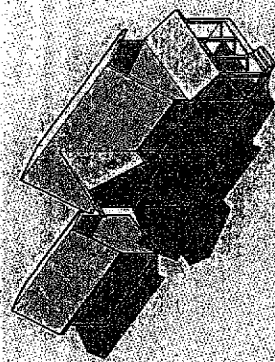
BUILDING TYPE  
 1990 BUILDING TYPES  
 1990 LAND USE  
 1990 STREET TYPE



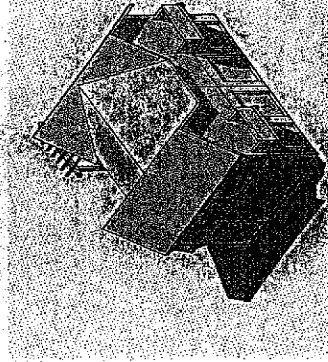
# Building Typologies, continued

## COTTAGE & CARRIAGE HOUSE

This page illustrates examples of new construction of cottages in new and existing neighborhoods. In all examples, note the simple roof forms, simple detailing, bright colors and large windows.



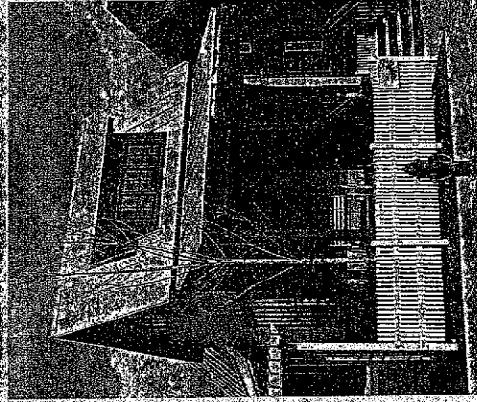
Cottage



Carriage House



Cottage - New Construction, Denver, UT - 2011



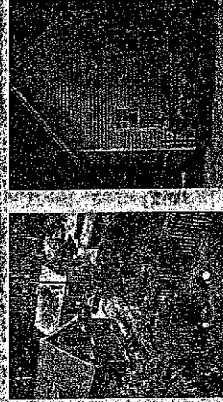
Cottage - New Construction, Denver, UT - 2011



Cottage - New Construction, Denver, UT - 2011



Cottage - New Construction, Denver, UT - 2011



Cottage - New Construction, Denver, UT - 2011



Cottage - New Construction, Denver, UT - 2011



Cottage - New Construction, Denver, UT - 2011



Cottage - New Construction, Denver, UT - 2011



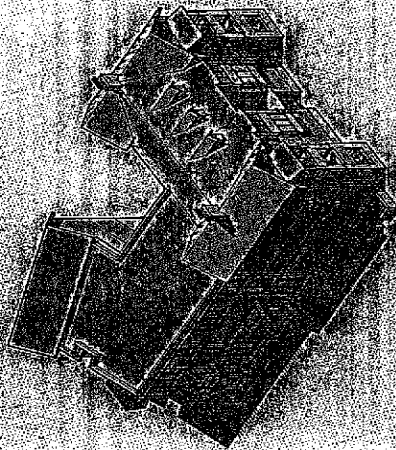




## Building Typologies continued

### APARTMENT BUILDING

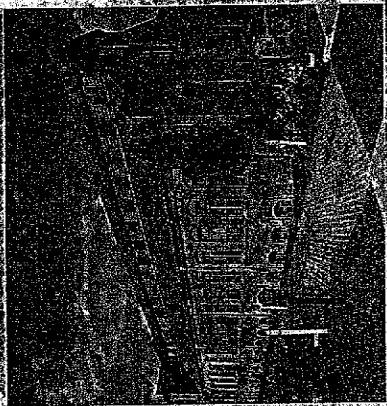
This page illustrates examples of new construction around the country. In all examples, notice the large windows, the flat detailing and unique plastic characteristics on similar typologies.



New Construction - Washington, DC



New Construction - Washington, DC



New Construction - Washington, DC



New Construction - Washington, DC



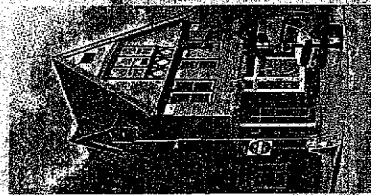
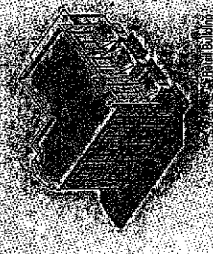
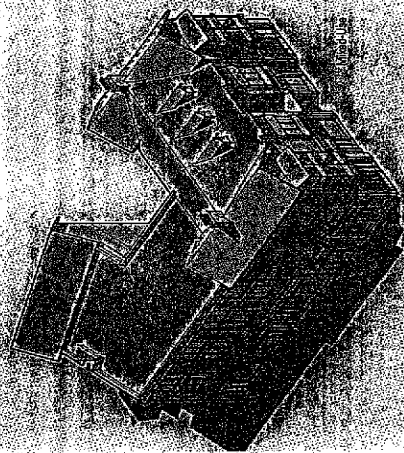
New Construction - Washington, DC



# Building Typologies, continued

## MIXED-USE & RETAIL BUILDING

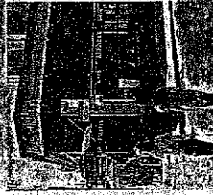
This plan illustrates a combination of examples of new adaptive high and historic preservation that is applicable to private equity. Note the large windows, welcoming storefronts, and active public spaces around the building.



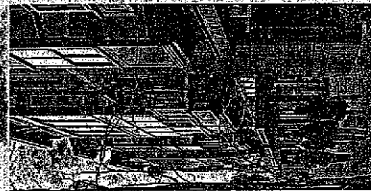
Middletown Historic District, Providence, RI



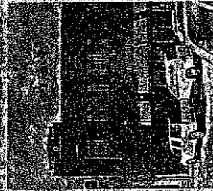
Providence, RI



Providence, RI



Middletown Historic District, Providence, RI



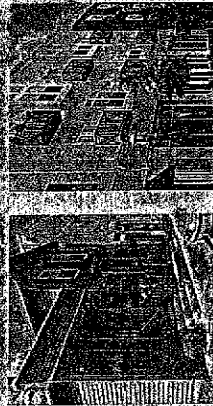
Providence, RI



Providence, RI



Middletown Historic District, Providence, RI



Providence, RI



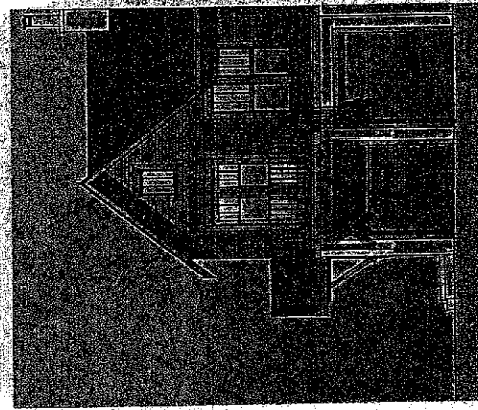
Providence, RI



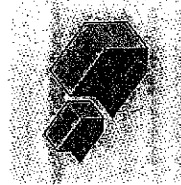
## Articulations

### COTTAGE AND CARRIAGE HOUSE

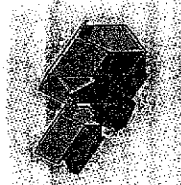
All buildings should be designed such that the massing and form are a variety of unique and balanced. Carriages are a very flexible unit type that can be arranged in countless ways with just minor reworking of elements that create many different buildings from the unit plan. A block of carriage units should include a healthy mix of styles. Carriage units, when put in multiples, should be composed and detailed as one building.



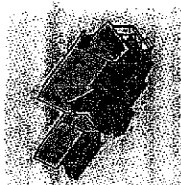
STEP 1: MAIN BODY



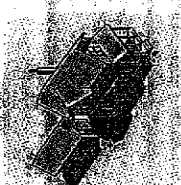
STEP 2: MASSING & ADDITIONS



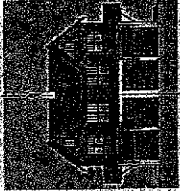
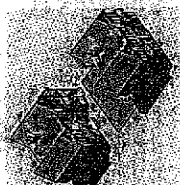
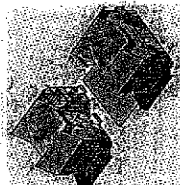
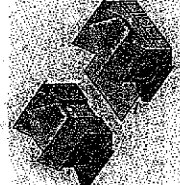
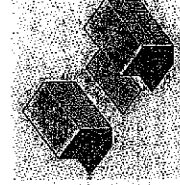
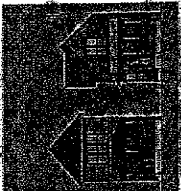
STEP 3: PORCHES & ENTRY ELEMENTS



STEP 4: SPECIAL ELEMENTS, WINDOWS & DOORS



STEP 5: ELEVATION



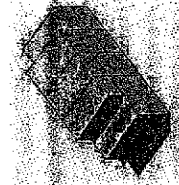


## Articulations

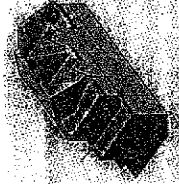
### TOWNHOUSE AND LIVE-WORK

All buildings should be designed such that the massing and form create variety, uniqueness and balance. Attached buildings such as Townhouses and Live-Work units should seek to provide individuality for each unit, while maintaining harmony for the whole building.

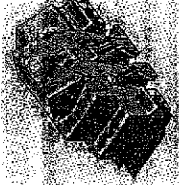
#### STEP 1: MAIN BODY



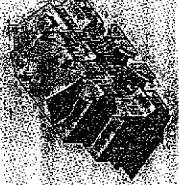
#### STEP 2: MASSING & ADDITIONS



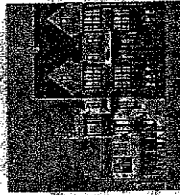
#### STEP 3: PORCHES & ENTRY ELEMENTS



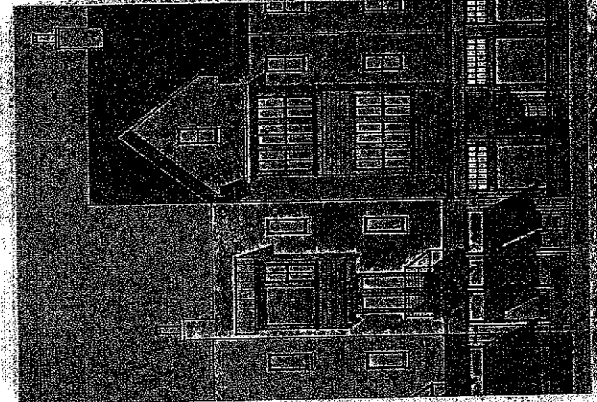
#### STEP 4: SPECIAL ELEMENTS, WINDOWS & DOORS



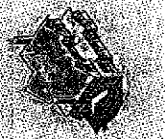
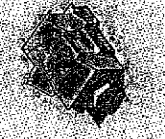
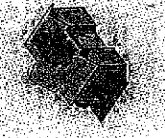
#### STEP 5: ELEVATION



### LIVE-WORK



### TOWNHOUSE - MULTIFLEX CONFIGURATION





## Articulations

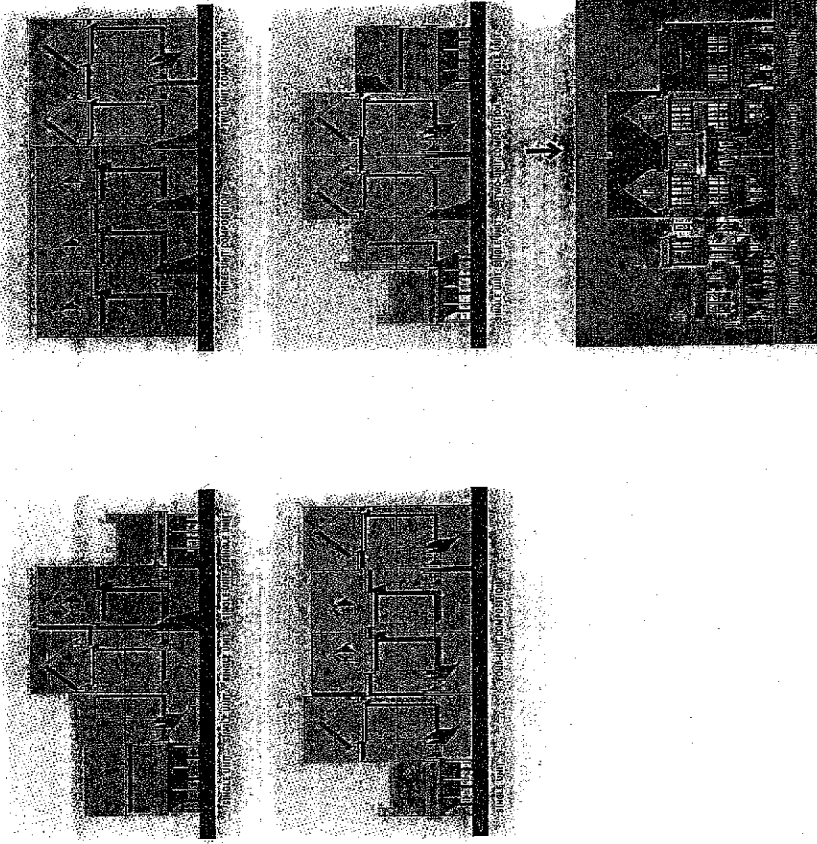
### TOWNHOUSE AND LIVE-WORK ASSEMBLY AND SCRIPTING

In the design of neighborhood townhouses, there are critical placemaking characteristics. In the design of assemblies of groups of townhouses, repetition of the same unit of the style can be detrimental to the feeling of a neighborhood that has developed over time. This sample scripting page illustrates these principles on a suite of five-unit townhouses. Generally, townhouses are designed in groups of two to six units at a time, but the principles remain the same.

In the design of a composition of townhouses, it is recommended to vary architectural style and unit entrance to read as buildings of varied width and style. These examples articulate moments of unit repetition of two- to four-units of a composed group of a similar unit type and/or style.

In the placement of units, the examples to the right also articulate two different approaches toward unit size and placement. This includes placement of the deepest and tallest unit to the center or the end of a composition.

A sample elevation shows the implementation of these principles in a five-unit building.





## Articulations

### APARTMENT AND MIXED-USE BUILDINGS

#### STEP 1: BASIC MASSING & PROGRAMMING DIAGRAM

Based on site constraints and program, establish a layout for the building. Pay particular attention to relationships to the Master Plan, including the orientation of dwelling units and the location of pedestrian entries.

#### STEP 2: ESTABLISH LOCATIONS FOR EMPHASIS

In consideration to the Master Plan, choose areas of the building that may require additional articulation. In this particular case, the location is the building corner.

#### STEP 3: ARTICULATED MASSING DIAGRAM

Articulate the location of units and at the same time, establish an architectural context for the building articulation.

#### STEP 4: DESIGN ROOFSCAPE

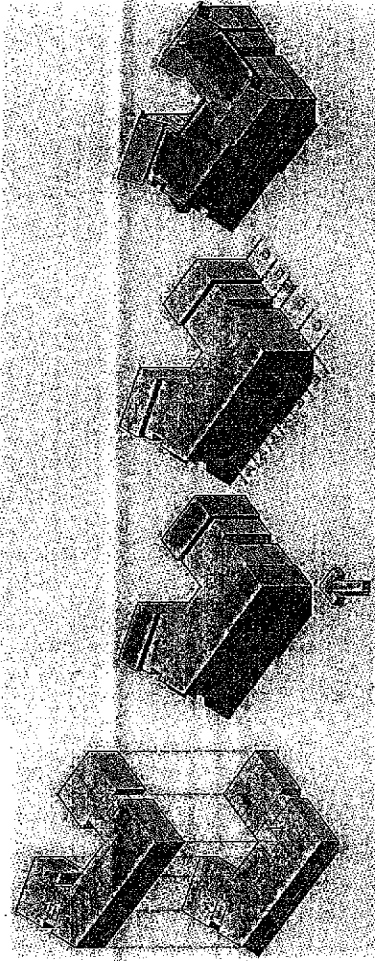
The roofscape is a critical component of the building skyline. In the case of a residential neighborhood, it is important that the roofscape includes traditional roof forms in the scale of the neighborhood. These roof forms should be informed by the locations for emphasis described in Step 2, and the selected building style from the Architectural Patterns.

#### STEP 5A & 5B: ADD OUTDOOR SPACES AND SCALE ELEMENTS FOR ARTICULATION

An important part of the creation of great neighborhood is the sense of human habitation. Note that care should be placed in creating simple, local symmetries that correspond with existing locations to create the feeling of an assembly of small buildings. In the case of Mixed-Use buildings, the ground floor should include storefronts that are resolved with the building above.

#### FINAL VISION

Add the windows details from the Architectural Style section. In this case, the project is shown in Arts & Crafts, a popular building style in a building of this scale.

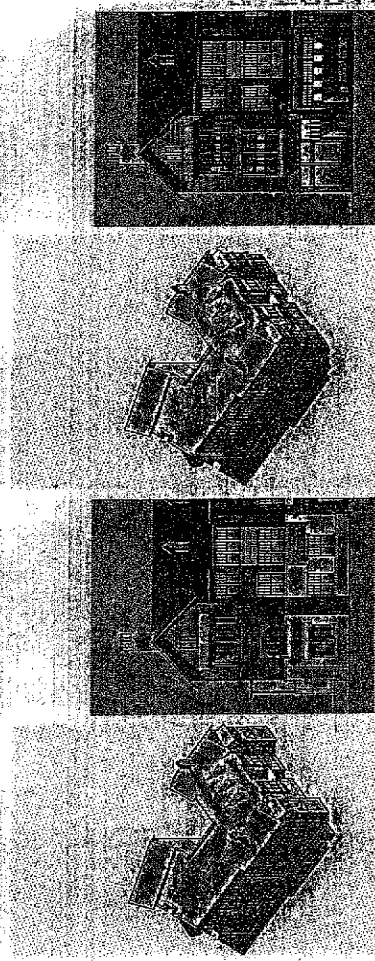


1. Basic Massing & Program Diagram

2. Establish Locations for Emphasis

3. Articulated Massing Diagram

4. Design Rooftops



5. Add Outdoor Spaces and Scale Elements for Articulation

6. Final Vision - Apartment Building

7. Final Vision - Mixed-Use Building

8. Final Vision - Mixed-Use Building



## Articulations

### RETAIL BUILDINGS

#### STEP 1: BASIC MASSING DIAGRAM

Based on site constraints and program, establish a layout for the building. Pay particular attention to relationship to the Master Plan, including the orientation of dwelling units and the location of pedestrian entries.

#### STEP 2: ESTABLISH LOCATIONS FOR EMPHASIS

In consideration to the Master Plan, choose areas of the building that may require additional articulation. In this particular case, the location is the building corner.

#### STEP 3: ESTABLISH AN ARCHITECTURAL CADENCE

Articulate a system of bays for storefront.

#### STEP 4: ARTICULATE THE ROOFSCAPE

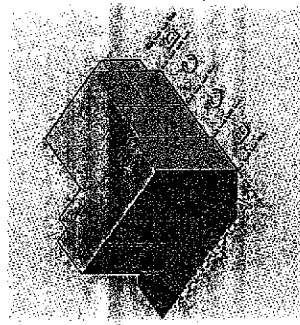
The roofscape is a critical component of the building character. In correspondence with the selected building style, create identifying features and elements.

#### STEP 5: BE: ARTICULATE BUILDING DESIGN

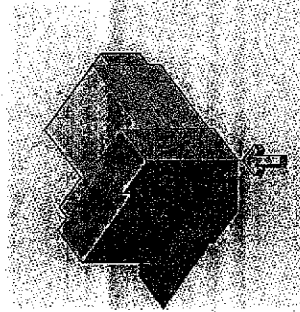
Great retail environments contain buildings with great transparency. Large openings, including windows and storefronts, are critical to success of the building occupant and the retail district. Screen windows from the harsh sun with appropriately design window shade devices that correspond to the building style.

#### FINAL VISION

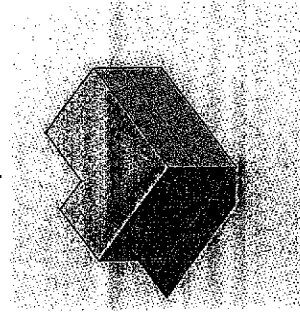
Add the windows, details from the Architectural Style section. In this case, the project is shown in Loft Industrial.



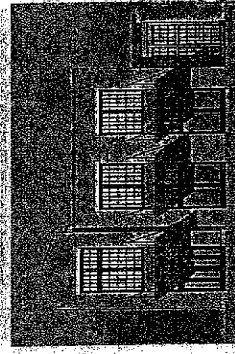
3. Design Footprint



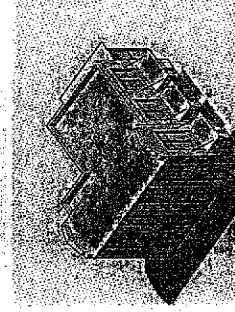
2. Establish Locations for Emphasis



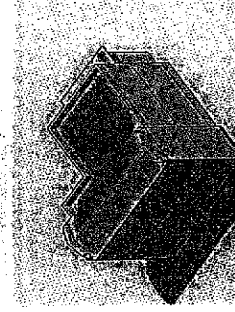
1. Articulated Massing Diagram



FINAL VISION - RETAIL BUILDING



6. Mixed-Use Condition: Add Outdoor Spaces and Scale Elements for Articulation



4. Add Outdoor Spaces and Scale Elements for Articulation



## Architectural Styles

A series of well-developed styles and architectural vocabularies were popular throughout the United States in the 19th and 20th Century. These styles were inspired by local builders through the use of early pattern books and later catalogs of house plans. In Ogden, many of the neighborhood are comprised of a mix of identifiable examples of historic styles. In each house, they display characteristics of one national style, but at the same time, contain notes in Ogden through a regional interpretation of the style.

As a new neighborhood for Ogden, Ogden Bend will also incorporate a mix of styles. These styles are applicable to a variety of building types found in Ogden. Victorian and Arts & Crafts are common national styles based on time-tested conventions. Transitional Modern combined traditional form-making prototypes and principles with large areas of glazing and modern detailing. Loft Mercantile draws from the traditional history and post-modern building prototypes of new uses. Each style will be adapted to modern typologies and modern living.

### VICTORIAN

- Simple massing with additive elements to create variety
- Asymmetrical facade composition
- Moderate to steep roof pitches
- Prominent porch elements
- Delicate and ornate detailing
- Vertical window and door proportions
- Ornate symmetrical relationship of windows

### ARTS & CRAFTS

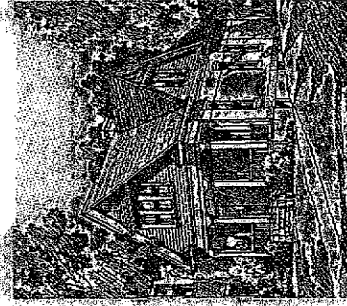
- Shallow-pitched roofs with deep overhangs
- Dark wood porch elements with expressive structural components
- Exposed structural elements in the eaves such as rafters and brackets
- A mixture of materials such as brick, shingles, and siding
- Asymmetrical window and door composition
- Grouped windows

### TRANSITIONAL MODERN

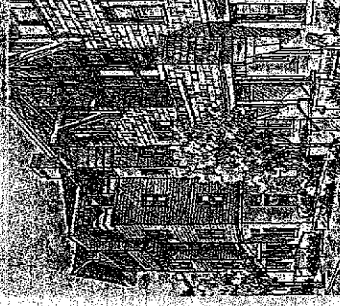
- Traditional architectural massing
- Building design & programming consistent to public space around it
- Continuity of style between interior and exterior
- Use of regular and clearly defined planes
- Exposure of materials to highlight varied forms
- Material use relates to climatic considerations and modern design tradition

### LOFT MERCANTILE

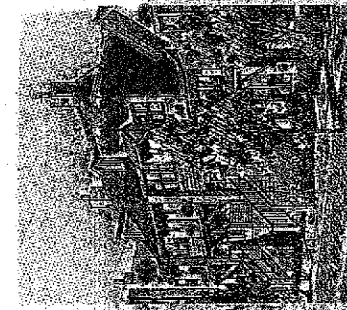
- Simple rectangular volumes, usually three to four stories tall
- Regular pattern of simple windows
- Facades are composed of repetitive elements that express the structural grid
- Simple details
- Masonry materials
- Storefronts may be one-story in height and create a composition in alignment with those above



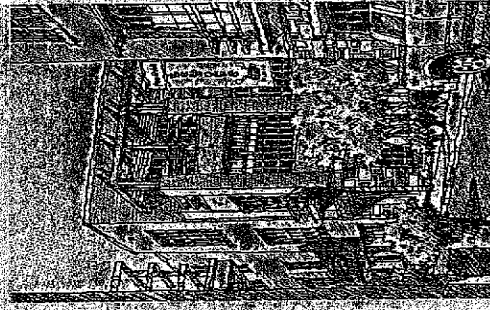
Victorian



Arts & Crafts



Transitional Modern



Loft Mercantile



# Victorian

The Victorian style achieved widespread popularity in the United States in the mid-1800s. Named for the last decades of the reign of Queen Victoria in England, the style was readily accessible to many home builders as a result of pattern books that provided drawings of these early house designs, making it easier for the builders of both country estates and modest dwellings to adopt the style. While the style initially became fashionable in the East, it spread into this region with the initial settlers in the 1850s.

Dramatic changes in construction techniques (mass production for example) and railroad shipping (which allowed construction materials to move more easily around the country) at low cost contributed to the broad appeal and proliferation of the Victorian style. The evolution in construction techniques also allowed for greater expression in both the making and details of Victorian style houses and commercial buildings.

The Ogden Bend Victorian is centered on the simple elegant forms that were adapted to houses in the smaller towns and the rural farmhouses and western town centers. The finishing forms are quite simple, and the ornamentation is restrained and typically limited to the porches, entries and cornices.

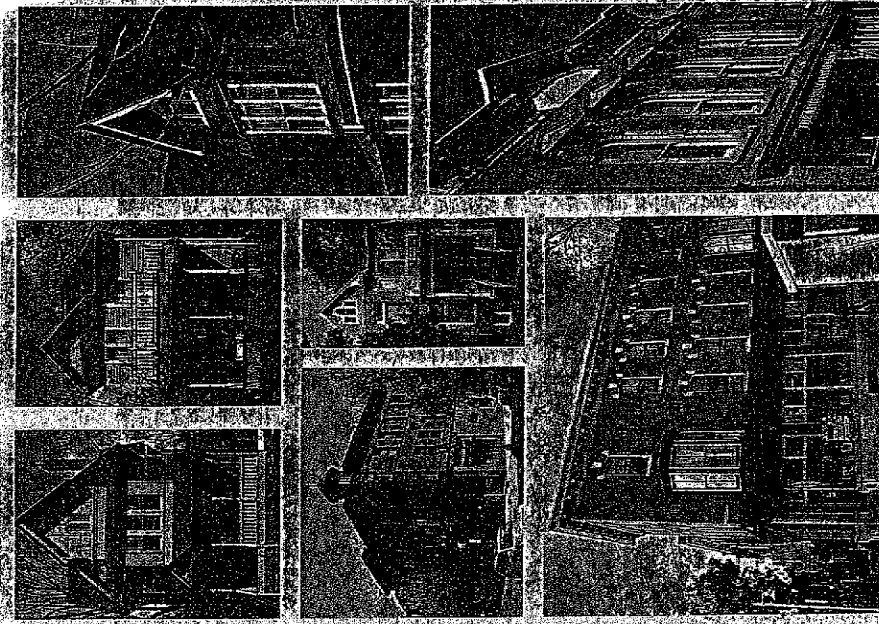
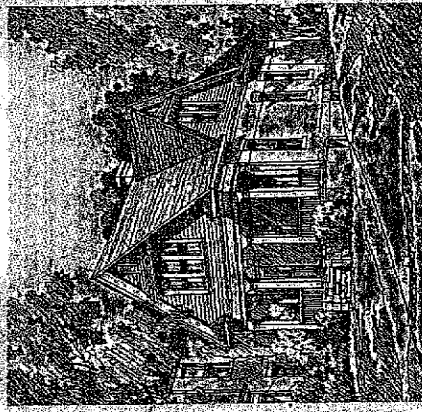


Cottage Carriage House Townhouse Mixed Use

## Key Elements of the Victorian Style

- Simple massing with additive elements to create variety
- Asymmetrical facade composition common
- Moderate to steep roof pitches
- Prominent porches and porch elements

- Delicate and ornate detailing
- Vertical window and door proportions
- Orderly, symmetrical relationship of windows





## Small Residential Types

### FACADE COMPOSITION

- \* Often broken into 3rd or 5-part compositions which helps to emphasize verticality of the style
- \* Asymmetrical compositions provide opportunity for unique special elements

### WINDOWS & BAYS

- \* Typically double-hung type, set deep for shadow; traditional trim profiles are recommended
- \* Typical gridded pane configurations include 1-over-1, 2-over-1, 2-over-2, 4-over-4 with vertical proportion
- \* External 3/4-inch-wide projecting muntin bars are recommended
- \* Typically, individual units shall have the same window design throughout, with the exception of special windows in hierarchical positions (such as the gable dormer, and/or bay window)

- \* Sillars stay out of road where they are visible from public thoroughfares
- \* Alignment of window and door head is recommended

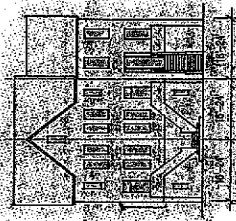
### DORMERS

- \* Windows are similar in design and proportion to main facade windows
- \* One- or two-window compositions are common

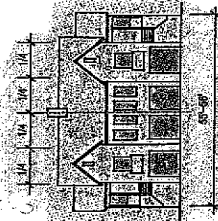
### DOORS

- \* 6'-8" to 8'-0" head heights, typically
- \* Often glass is incorporated in exterior front doors in a combination of glass panels, sideglazing and transoms
- \* Painted or stained wood, varnish; their combination acceptable

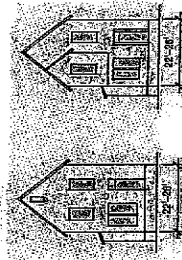
### FACADE COMPOSITION



Townhouses

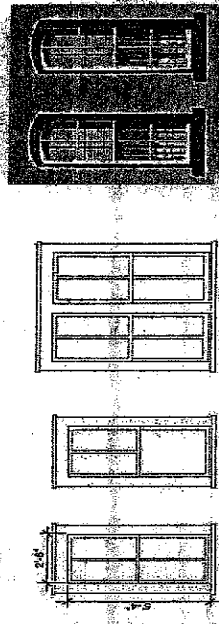


Carriage Houses



Cottages

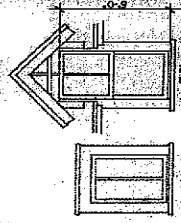
### WINDOWS & DORMERS



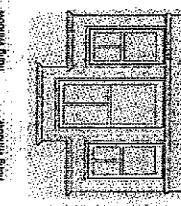
Panel, double-hung window

2-over-1 double-hung window

2-over-2 double-hung window

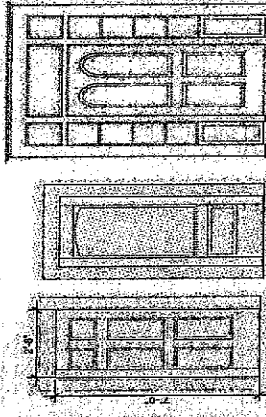


Dormer



Decorative arrangement of casement windows

### DOORS



Double-hung door with hood and transom

Screen door



Cottage Carriage House Townhouse Live-Work



Victorian, continued

## Small Residential Types

### EAVES

- \* Eave joints on gable elevations are typical, use box profile, metal flashing on top of roof.
- \* Raking eave may have an oversized, decorative board at the gable end.

- \* Board eave can have profiled brackets at 2'-inches on center and grained at corners.

- \* Materials: smooth exterior plywood, smooth fiber cement board, tongue and groove planks in wood, PVC, or similar.

### PORCHES

- \* Design of eave detail must be equal to or better quality than the frame of the main body roof.

- \* Porch columns should be spaced to create vertical proportions in between columns.

- \* Materials: Columns may be fiberglass, polymer or wood. Strips of turned wood with large, solid rail end in wood car always, siding or brick are permitted.



Column: Carriage house

Column: Carriage house

Column: Carriage house

Column: Carriage house

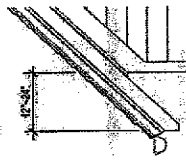
### ROOF

- \* Typical pitches 6/12 to 12/12.
- \* Materials: DuroGest with technical finish, asphalt or fiber glass shingles. Metal roofing, standing seam or 3"-V panels, metal finish or painted, slate or synthetic slate.

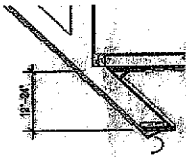
### CLADDING

- \* Consistent on all facades of primary mass. Exceptions include: secondary masses (wing), gables, chimneys, and porches.
- \* Materials: Siding is to be hard cement board (with 6"-to 10"-wide strips vertically), shingles, brick, or stone (as an accent to brick).

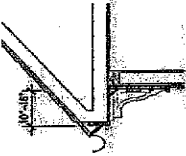
### EAVES



Common raking eave, gable elevation

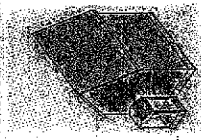


Raking eave—closed with moldings and fascia board



Flat board eave with fascia board and crown molding

### PORCH COMPOSITION

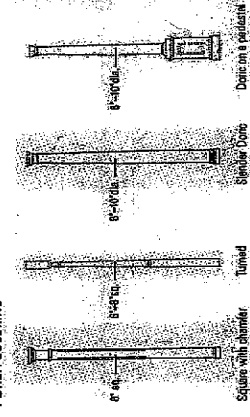


Front eave

Full front lap roof porch

12'-0" board lap roof porch

### PORCH COLUMNS



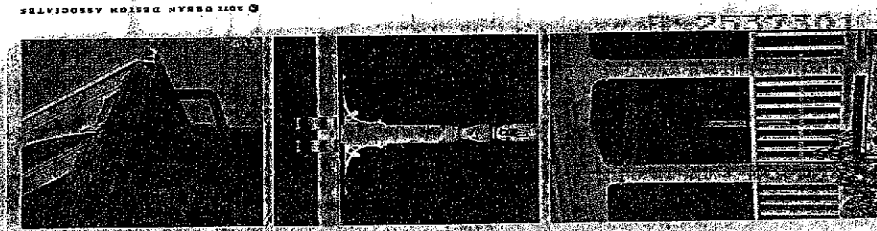
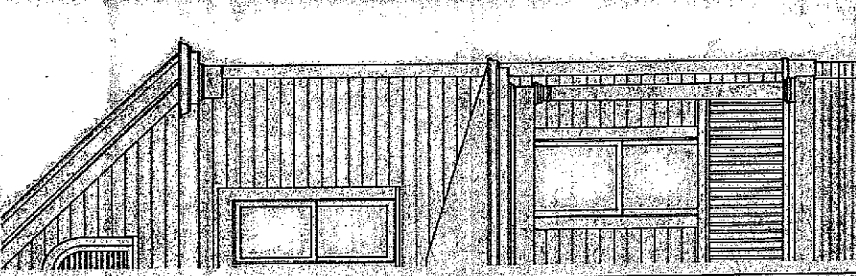
Square with slender

Turned

Simple Doric

Date on a pedestal

### PARTIAL ELEVATION





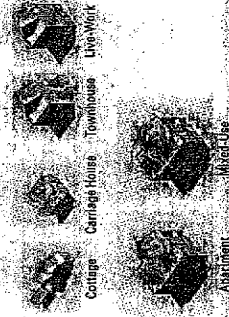




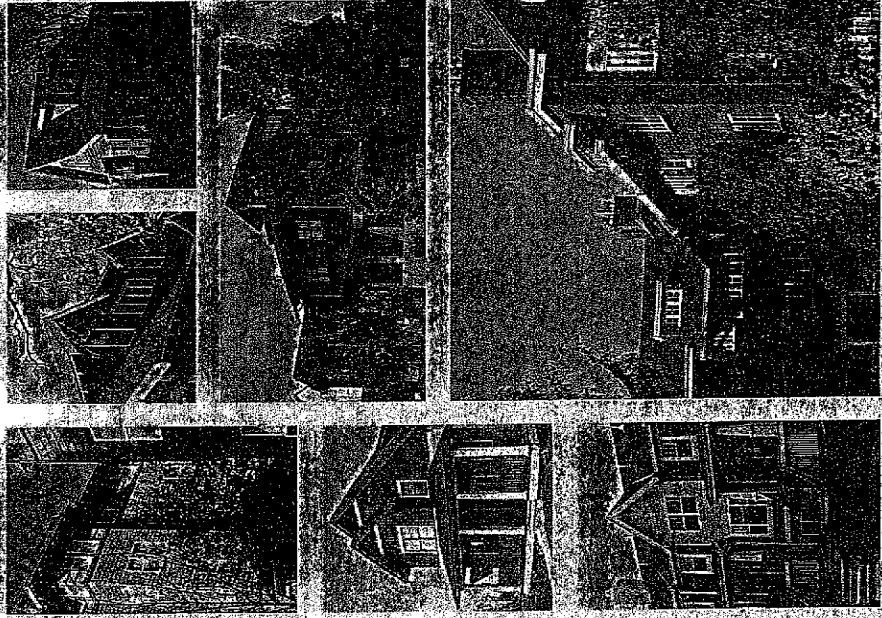
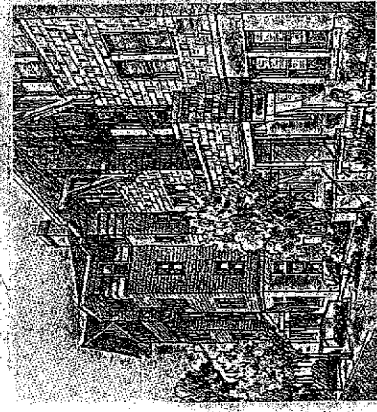
## Arts & Crafts

Arts & Crafts houses, derived from the traditions of Bungalow design, gained widespread popularity in the United States in the 1920s. This movement was influenced by the revival and interest in a return to simple, crafting of furniture, housewares, and everyday objects, as well as painting and sculpture in England at the end of the nineteenth century. Architecture was influenced by simple natural and expressive use of outdoors and forms. This including style flourished in the early twentieth century especially in the design of modest cottages. The movement was centered in California and the West Coast. A building used pattern books and mass-produced house plans and packaged to attract a broad spectrum of homebuyers. These can be seen in the traditional neighborhoods of the Salt Lake City Valley and Ogden.

The Arts & Crafts house is characterized by broad open porches, low sloping roofs with deep overhang, asymmetrical window and door compositions, expressive trim, exposed rafters and brackets, porches. The popularity of the style expanded to large apartment and multi-use buildings. These common western buildings are inspired by the expressive, casual, organic, asymmetrical, and earth-tone color palette.



- Key Elements of the Arts & Crafts Style**
- Shallow-pitched roofs with deep overhangs
  - Drop, broad porch elements with expressive structural components
  - Exposed structural elements in the eaves such as rafters and brackets
  - A mixture of materials such as brick, shingles, and siding
  - Asymmetrical window and door compositions
  - Grouped windows





## Small Residential Types

### FACADE COMPOSITION

- Often feature 2- or 3-story bays to emphasize a horizontal proportion.
- Local symmetries based around strong central axis, a heavy porch or wide bay projections.

### WINDOWS, BAYS, & DORMERS

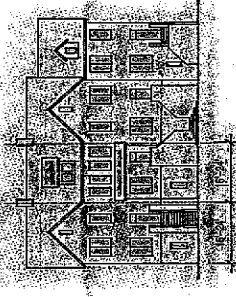
- Casement and double-hung windows should be set deep for shadow and traditional profiles.
- Typical grouped bay configurations include: 4-over-1, 4-over-1, 5-over-1, 6-over-1, with vertical proportions of 3-or-4:1.
- Pediment gables over panels are recommended.
- Most often, bays have the same window design throughout, with the exception of special windows in hierarchical positions, such as the gable dormer and/or bay windows.

- Often feature windows of larger than second floor windows.
- Windows may be used where they are visible from public thoroughfares.

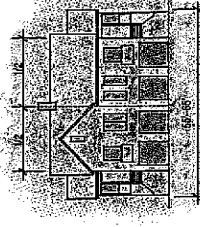
### DOORS

- Typically 6'-8", 7'-0", 8'-0" heights.
- Often, glass is incorporated in exterior front doors.
- Painted or stained wood, or their equivalent, acceptable.

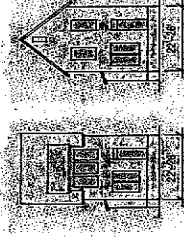
### FACADE COMPOSITION



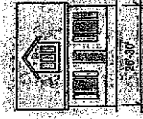
Townhouse



Carriage House

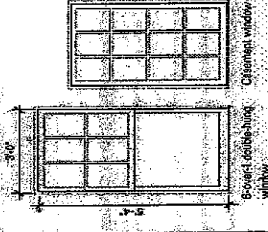


Cottage

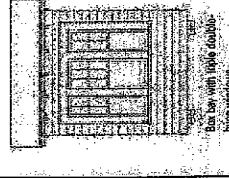


Cottage Carriage House Townhouse Live-Work

### WINDOWS, BAYS, & DORMERS

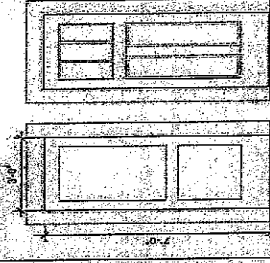


Decorative lintel window

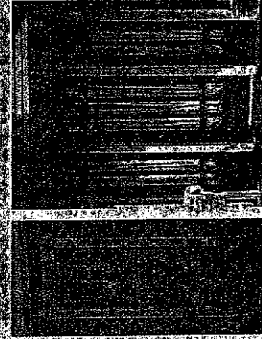


Decorative lintel window

### DOORS



Decorative lintel door



Decorative lintel door

Decorative lintel door



## Small Residential Types

### EAVES

- » Deep eaves are a dominant characteristic.
- » Open eaves typically have a 2x6-inch or 2x4-inch batted rafter full to 24 inches on center. Gables feature decorative bargeboards.
- » Boxed eaves often have profiled corrugated or brackets at 24 inches on center.

### PORCHES

- » Design of eave details must be equal to or of higher quality than the eaves of the main body roof.
- » Columns may be fluted, tapered, or round.
- » Straight or fluted wood balustrades, solid rail clad in wood, cast aluminum siding, or brick piers are permitted.

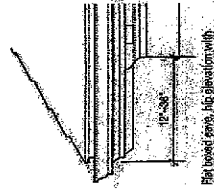
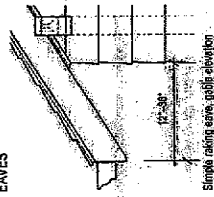
### ROOF

- » Dimensioned architectural grade asphalt or fiberglass shingles.
- » Metal, narrow standing seam or 5-V panels, metal finish or painted.
- » Slate or synthetic slate cladding.

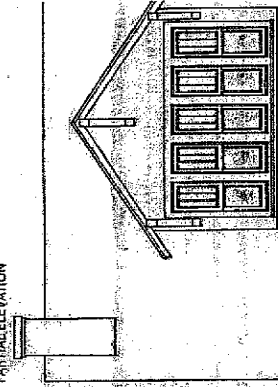
### CLADDING

- » Cladding should be consistent on all finishes of primary mass. Exceptions include gables, dormers, and porches.
- » Often, the top floor material is an alternate material or cladding pattern from the building base.
- » Materials: Siding is to be laid over a board with 4- to 10-inch-wide butt joints; shingles, brick, or stucco is an acceptable finish. Stucco is preferred for wall materials, cast stone or brick also is required.

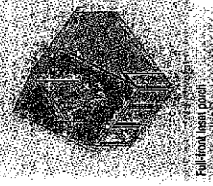
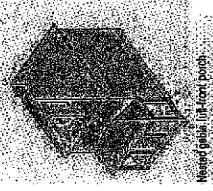
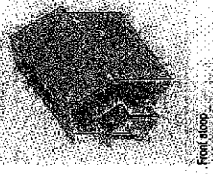
### EAVES



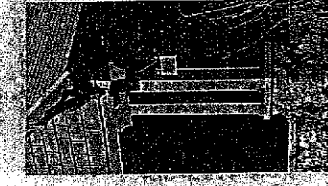
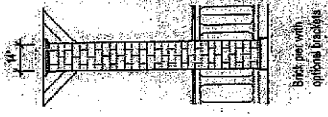
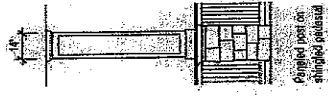
### PARTIAL ELEVATION



### PORCH COMPOSITION



### PORCH COLUMNS





## Large Residential & Commercial Types

### MASSING

- Facades will have a variety of forms and compositions.
- Front facades are designed as a parapet wall, rising with some form of cornice expression, or as a peaked roof.
- The parapet may be continuous with either an arched cornice using brackets, pinnacles, and shaped moldings, or the top may be defined using cut or cast stone elements and accent brickwork.
- Massing is typically a two- or four-story building with a tall ground floor and lower second proportions.

### FACADE COMPOSITION

- Typically, these buildings will have three- to four-story and window compositions.
- In mixed-use buildings, a ground floor use is elevated as a unique, single storefront composition. These are then attached to form a screen and



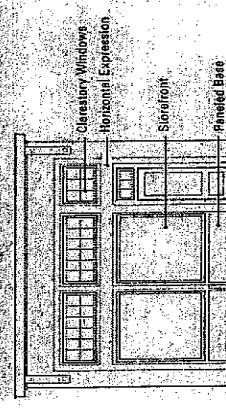
Live-Port  
Adaptment  
Mixed-Use

- Larger buildings may have five- or six-story compositions above the ground floor, with varying storefront treatments on the ground floor.

### WINDOWS AND STOREFRONTS

- Windows above the ground floor are typically grouped and vertical in proportion. Storefronts are predominantly large pieces of glass, often with transoms above.
- Precise lines or articulated window heads are common over windows set in masonry walls.
- Storefronts on the ground floor are typically designed using millwork details of round or square columns to trim large storefront windows with a glass panel entrance door centered in between two storefront windows or off to one side.
- The entrance door should be recessed into the storefront to prevent the door from opening into the sidewalk.

### STOREFRONTS



Clerestory Windows  
Horizontal Extension  
Storefront  
Rounded Base

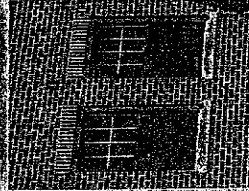
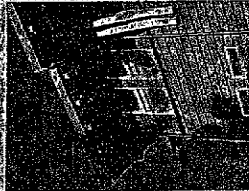
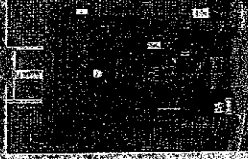
### CORNICE ELEMENTS



### MIDDLE ELEMENTS



### BASE ELEMENTS





## Transitional Modern

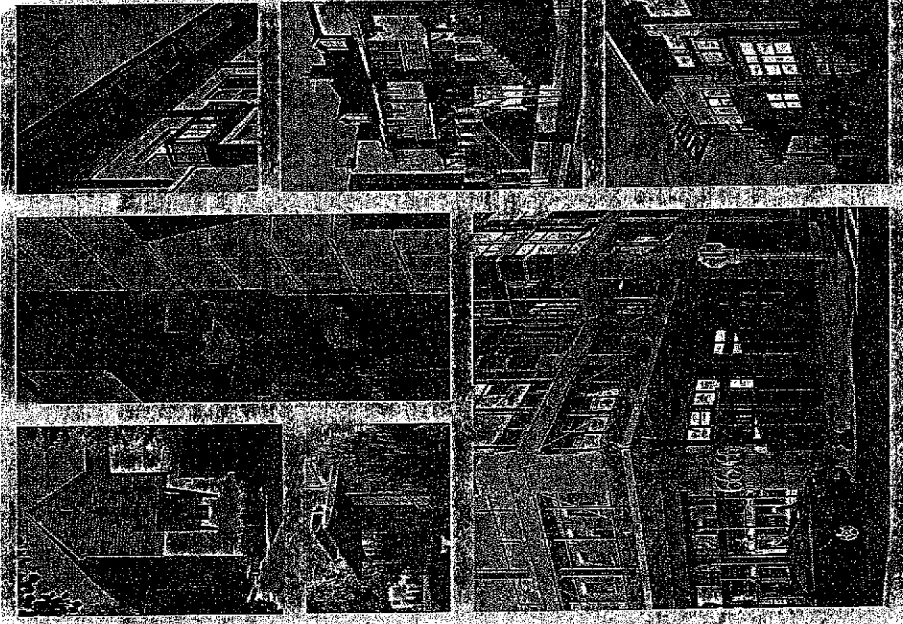
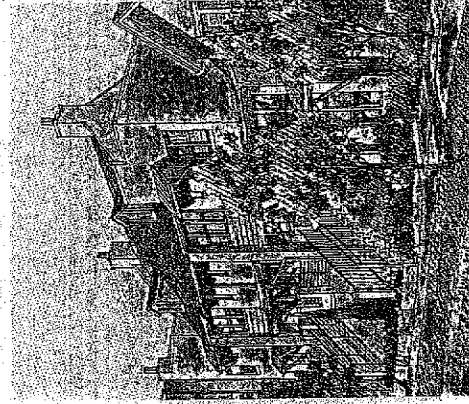
In the 20th century many advocates of the Modern movement called for a break with the past and for the rejection of the forms and details that would create the vision of a new world. However, many of today's architects recognize the importance of time-tested principles in the creation of new neighborhoods. This style interests a broad palette of influences from traditional styles with modern, local architectural practices. Together it represents a distinctive feel of Northern Utah.

This section is developed from three important characteristics. The first is to provide buildings that contribute to the character and quality of the public space. Elements such as porches, windows, and clearly defined entrances being the most critical. The second is the creation of strong connections between the interior and the exterior. Large openings of glass and doors that can be opened up are critical to the implementation of this concept. The third is to follow the principles of green design which include shading devices, passive solar design, the use of overhangs, verandas and porches, as well as providing proper orientation to the sun. In this case, details may incorporate playful, modern sensibilities.



### Key Elements Of The Transitional Modern Style

- Traditional architectural massing
- Building design & programing orient to public space around it
- Continuous flow of space between interior and exterior
- Use of porches and clearly defined entrances
- Expressive use of materials to highlight varied forms
- Material use relates to dramatic considerations and modern design aesthetic





## Small Residential Types

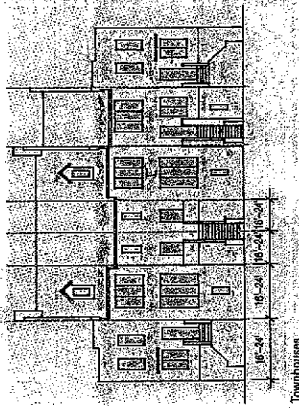
## FACADE COMPOSITION

- » May be broken into buys to emphasize a vertical elements
- » Local symmetries based around strong elements such as heavy porches or wide bay projections

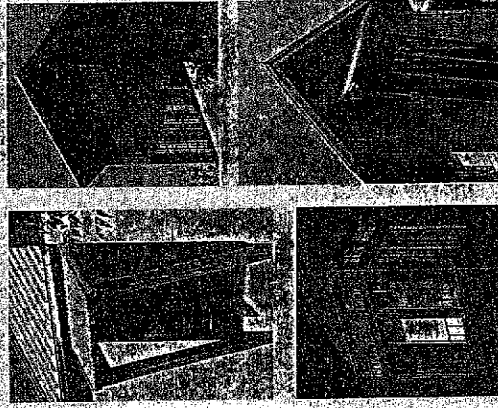
**WINDOWS, BAYS, &  
DORMERS**

- Repetitive combinations of the same may be set in contrast, to highlight windows of an alternate type.
- Corner windows may be used.
- Combination of picture content and double-height windows may be composed together.
- Windows should be set deep for windows with traditional profiles.
- Typical rounded pane configurations of Victorian and Arts and Crafts may be used.
- Predicted conflict between panes are acceptable. External finish-wide or more porcupine must be preferred.

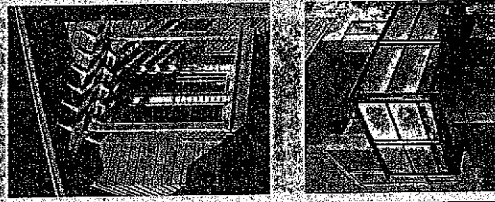
## FACADE COMPOSITION



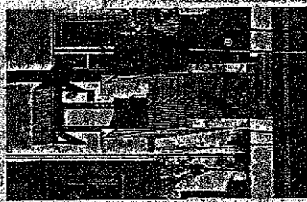
## WINDOWS



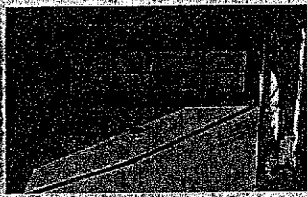
## BALCONIES



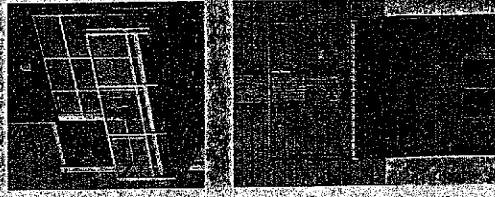
## DOORS



100



100





## Small Residential Types

### EAVES

- » Open or closed eaves are permitted. Detailing shall be simple and elemental.
- » Open eaves typically have a maximum of 24 inches straight out after fall is in 2/12 pitch or better.

### ROOF MATERIAL

- » Durable, solid, architectural grade asphalt or fiberglass shingles.
- » Metal, narrow rinding eave or 5-V panels, metal finish, or painted.
- » Slate or synthetic slate cladding.

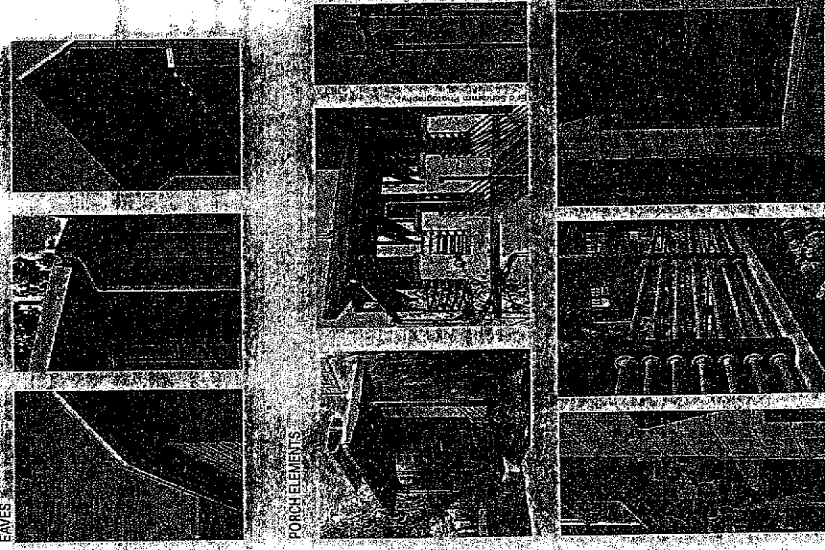
### PORCHES

- » Exposed rafters and structural members is strongly encouraged.
- » Columns may be metal, fiber-glass, polymer, or wood.
- » Straightforward simple detailing is required.

### CLADDING

- » Cladding should be consistent on to each type or additive element of building story.
- » Thoughtful composition of cladding materials is encouraged.

### PARTIAL ELEVATION





**WINDOWS AND  
STOREFRONTS**

- Streets and public spaces should use high-quality materials.
- Massing is typically a two- or three-story building with a full ground floor and more vertical proportions.

- \* Facades will have a variety of forms and compositions.
- \* Picturesque, asymmetrical compositions are recommended.
- \* Larger buildings may have five- or six-bay compositions above the ground floor with varying storefront treatments on the ground floor.

• Cladding should be consistent on to each facade or additive element, or building story. Thoughtful compositions of siding materials is encouraged.

• Cladding should be consistent on to each facade or additive element, or building story. Thoughtful compositions of siding materials is encouraged.

## A black and white photograph of a window with a decorative frame and multiple panes, set against a textured wall. The window features a large central pane and several smaller panes above and to the side, all enclosed in a dark, ornate frame. The wall surrounding the window has a rough, masonry-like texture.



## Loft Mercantile

Ogden has a remarkable collection of historic industrial buildings that are being recycled for new uses. Historically, this flexible building type developed to serve a robust regional manufacturing business that required close proximity to the busy transcontinental railroad system. Today, these structures remain excellent candidates for adaptive reuse to keep Ogden's past alive into the future.

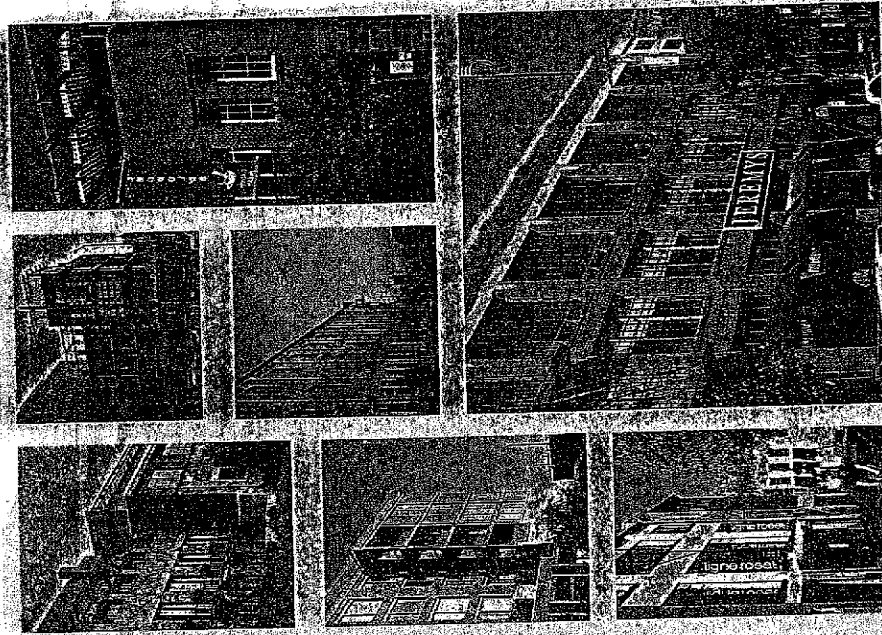
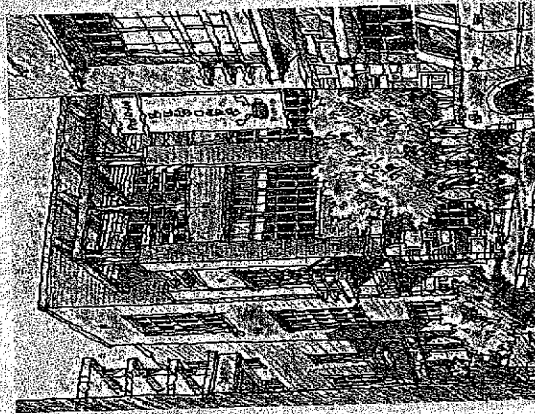
These buildings are typically of simple, rectangular masses. At times, and in the case of American Can, the profile may be a combination of rectangular buildings that together make remarkable picturesque spaces in between.

In the construction of new buildings, they can be composed in configurations of one- to four-stories in height with facades in a regular pattern of windows above the ground level. The window bays are either punched openings into the masonry wall or large windows between spandrels. Vertical piers either load-bearing or compositional, extend from the roof to the ground. Window glazing is often designed to be as large as possible.



### Key Elements of the Loft Mercantile Style

- Simple rectangular volumes, usually three to four stories tall
- Regular pattern of simple windows
- Facades are composed of repetitive elements that express the structural grid
- Simple details
- Masonry materials
- Storefronts may be one-story in height and create a composition in alignment with those windows above
- In a collection of buildings, arranged to make spaces between





Left: Mercantile, continued

## Large Residential & Commercial Types

### MASSING

- \* Left: Building facades with vertical massing often where they are tall with large floor plates they are well suited for office use.
- \* Spaces between the buildings are often picturesque assemblies of buildings.

### FACADE COMPOSITION

- \* The middle floors have a consistent pattern of windows within a masonry frame.
- \* The top floor of the building may have a different pattern of windows, different masonry color, and a different window pattern.
- \* The ground floors may be designed with shop fronts. These storefronts are vertically powered and may have large windows to the height of windows above and are supported by columns or piers supporting lines.

### STOREFRONTS

- \* Left: Building storefronts may be composed of a number of independent structural elements of the building.
- \* Relationships between the sky and ground when the storefronts are not remain as a part of the building reflect the proper proportional composition.
- \* Large areas of glass should be the dominant element of facade storefronts with large display windows being an integral part of the facade.
- \* Display windows shall be no higher than 30 inches and no lower than 4 inches above the sidewalk.



### STOREFRONTS



BASE ELEMENTS MIDDLE ELEMENTS CORNICE ELEMENTS

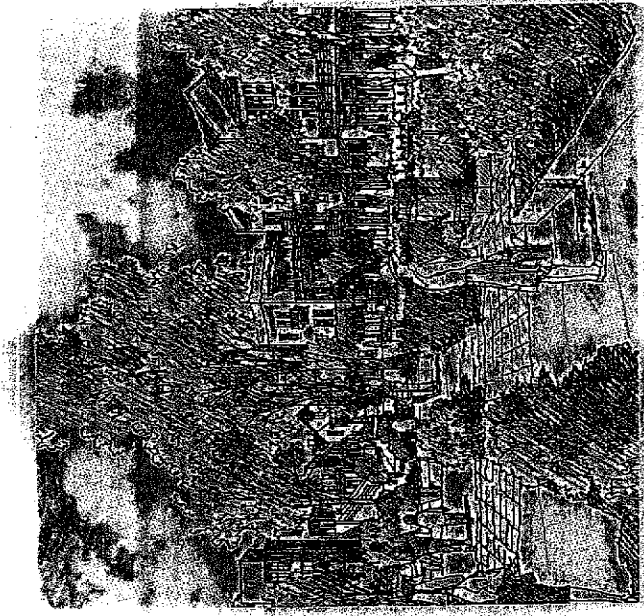




## Landscape Patterns

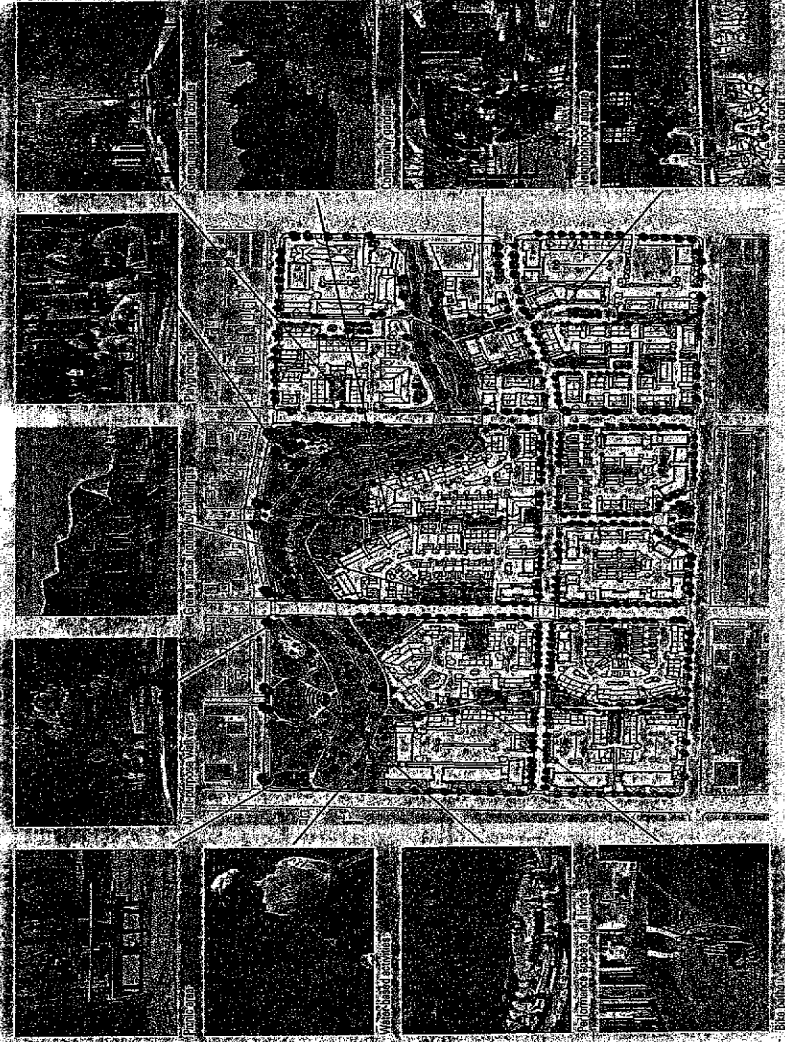
THE CAREFUL DESIGN AND MAINTENANCE OF public open space and landscaping is a key design element to creating beautiful neighborhoods. Both public open space and landscaping on building lots should adhere to the following key principles:

- 1 Open spaces should enhance a neighborhood aesthetically, functionally and socially. Art installations, both interactive and static, are a recommended ingredient to achieving this goal.
- 2 Parks should be centrally located for easy access by foot, which naturally makes them an inviting and social place.
- 3 Trails or greenways should be finewoven into neighborhoods in order to complete and connect to existing systems.
- 4 Parks should be defined and designed as either active (playgrounds, ball fields) or passive (flower gardens, community garden plots).
- 5 Landscape planning should be appropriate to the climate and use of area, and design should contribute to four important sustainability goals:
  - 1 reduce water runoff by using permeable paving surfaces and creating natural catchment areas or rain gardens
  - 2 plant native and water-wise species
  - 3 plant shade trees to reduce heat island effect
  - 4 conserve water through drip and zoned irrigation systems
- 6 Lawns, although permissible, are encouraged to complement landscape planting areas and not be dominant ground coverage.



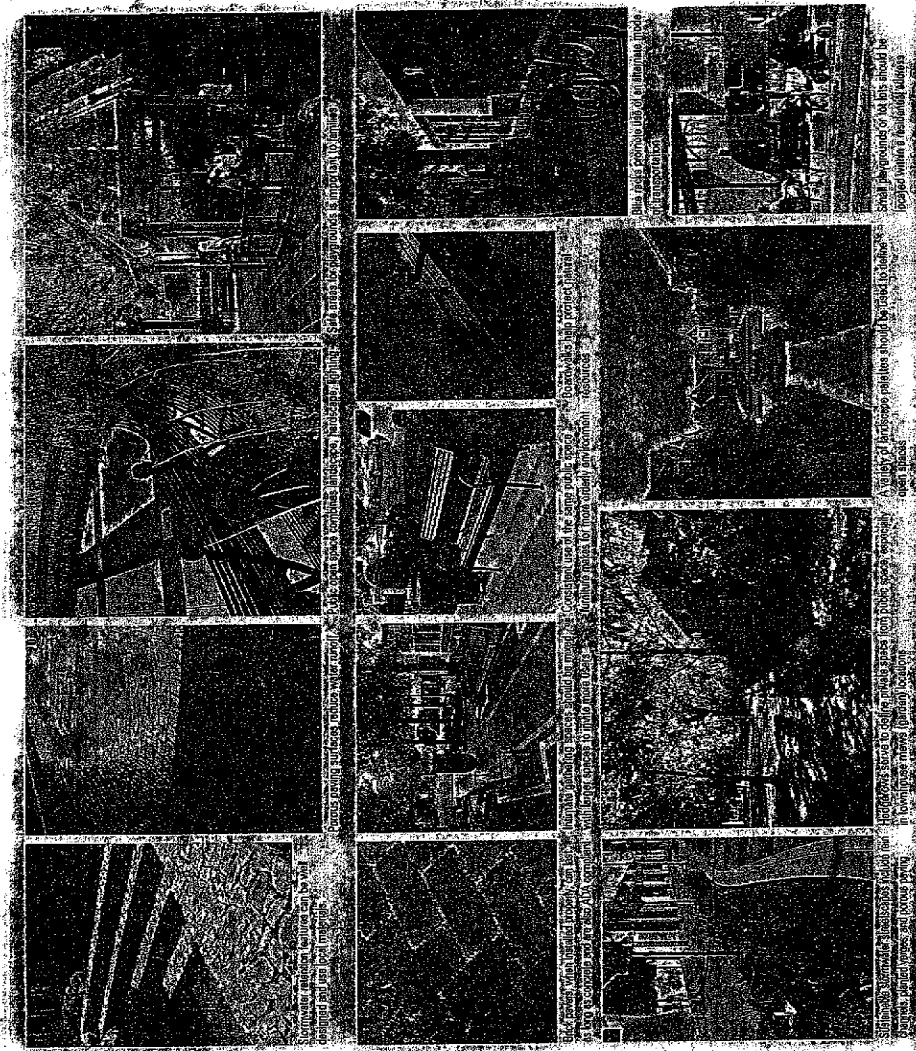


# Neighborhood Landscape Character





# Open Space Elements





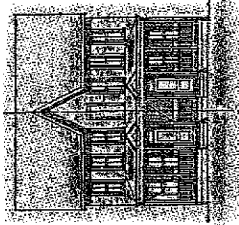
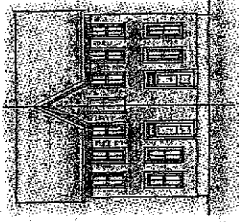
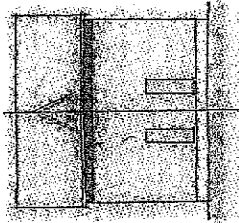
Appendix



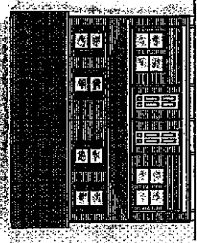
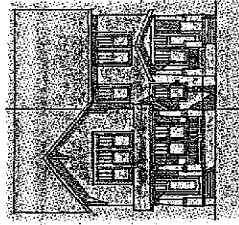
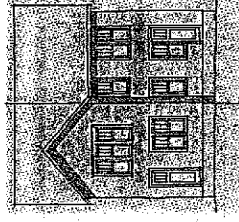
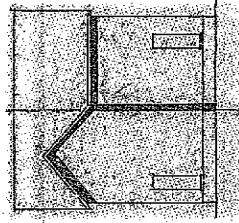
## Step-by-Step Transformation: Townhouse Two-Unit Composition

An Example of a Transformation of a Typical House Design  
*Note: These principles can apply to any or three-story townhouse typicity found in the Salt Lake City region.*

OPTION 1: VICTORIAN



OPTION 2: ARTS & CRAFTS



### STEP 1: Review Existing Design

The design of this townhouse works well with the placement of the living space and porch at the front of the house. The windows may be composed in a more orderly fashion. The current design does not have a well-defined architectural character but could be transformed into the Victorian, Arts & Crafts style.

### STEP 2: Consult the Design Guidelines

Use the Design Guidelines to guide the transformation. In this case, the Victorian and Arts & Crafts style

sections apply. For townhouse scripting recommendations, see page 2.19.

### STEP 3: Develop a New Design Based on Existing Design

**A. Adjust Massing, Roof Pitch and Form.**  
 In the Victorian example, the pitch of the roof with the addition of a front gable form for Arts & Crafts. The addition of a cross-gable for the left unit and further articulation of the plan of the left unit allows for the units to read as individual cottages.

### B. Adjust Window and Door Composition

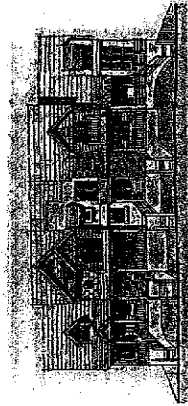
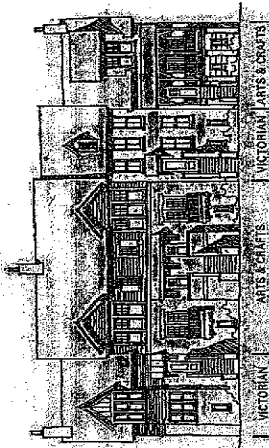
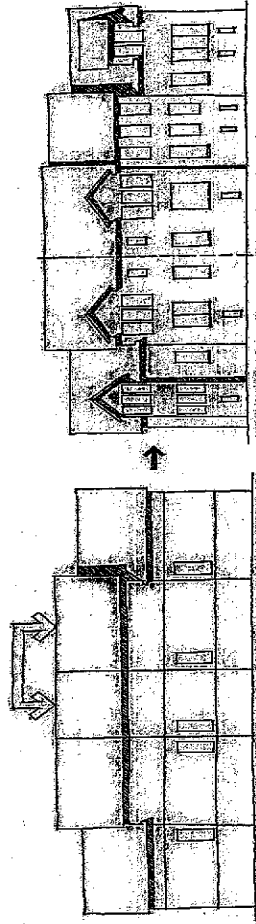
Pick appropriate windows based on the Victorian style in option 1 and the Arts & Crafts style in option 2 of this house. Arrange windows and doors in the spirit of the composition illustrated in the style sections of the Design Guidelines.

### C. Materials and Finishes

Use the appropriate style section to determine the materials and finishing of the building.



**Step-by-Step Transformation:  
Townhouse Five-Unit Composition**  
An Example of a Transformation of a Typical House Design  
*Note: These principles can apply to new or three-story townhouses typi-  
cally found in the Salt Lake City region.*



**STEP 1: Review Existing Design**

The townhouse composition, structure, style, and variety are not uniform and unique. Although these are principles described in the townhouse design, the townhouse composition can bring more harmony to the design. Rather than building a townhouse, such as a form of landscape, the townhouse will be suggested that the building come to the natural grade level. This will allow the opportunity for windows to bring light into the garage or bonus room at ground level and exterior garden. In addition, composing the building a matching pair of units and exercising an option for a shared entry stair can introduce a different rhythm to the overall facade.

**STEP 2: Consult the Design Guidelines**

Use the Design Guidelines to guide the transformation. For townhouse scripting and other details, see page 219.

**STEP 3: Adjust Window and Door Composition**

Arrange windows and doors in the spirit of the compositions illustrated in the style sections of the Design Guidelines. In this case, the Victorian and Arts & Crafts style sections apply.

**STEP 4: Develop a New Design Based on Existing Design**

**A. Adjust Existing Roof Pitch and Form**

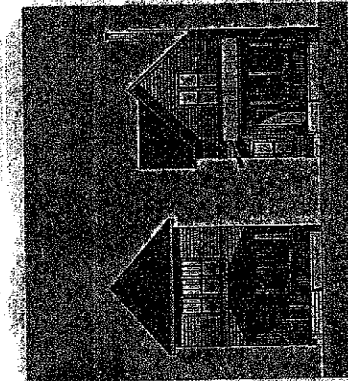
For all styles of townhouses, it is important to have steep pitches for the main body mass. In the Victorian example on the left, introduce a bay and roof form to increase the vertical emphasis. For Arts & Crafts units at the center of the composition, the addition of a cross-pitch element at the appropriate roof pitch introduces the domestic cottage scale.

**B. Materials and Finishes**

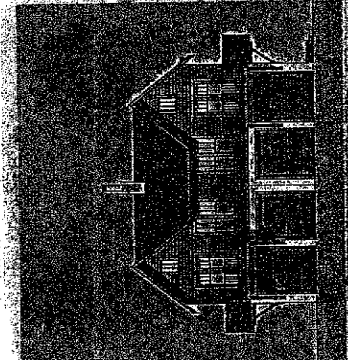
Use the appropriate style section to determine the materials and finishing of the building.



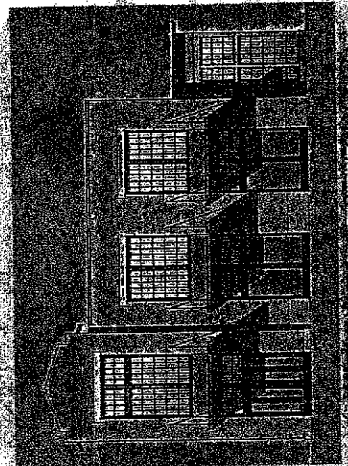
# Sample Elevations



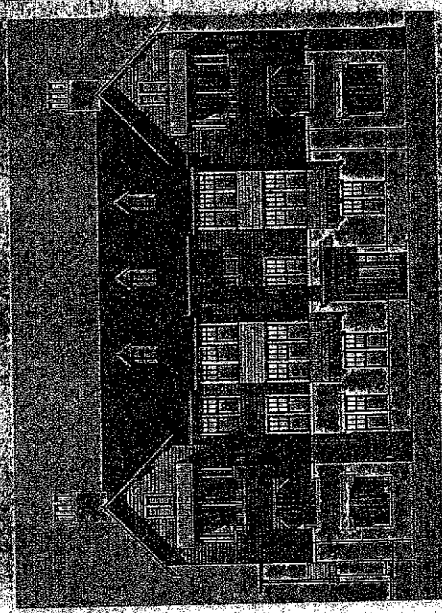
BUILDING WITH COTTAGE  
COTTAGE



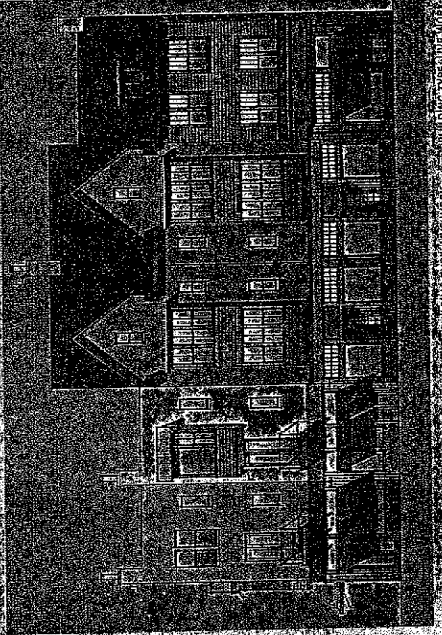
BUILDING WITH COTTAGE  
COTTAGE



BUILDING WITH COTTAGE  
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BUILDING WITH COTTAGE  
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BUILDING WITH COTTAGE  
COTTAGE



**Disclaimer:**

This is provided for informational purposes only. The formatting of this ordinance may vary from the official hard copy. In the case of any discrepancy between this ordinance and the official hard copy, the official hard copy will prevail.

**ORDINANCE NO. 2011-23**

**AN ORDINANCE OF OGDEN CITY, UTAH, AMENDING THE OGDEN MUNICIPAL CODE BY AMENDING CHAPTER 39 OF TITLE 15 TO REVISE MIXED USE ZONE PROVISIONS; AND BY PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AFTER FINAL PASSAGE.**

**The Council of Ogden City hereby ordains:**

**SECTION 1. Chapter amended.** Chapter 39 of Title 15 of the Ogden Municipal Code is hereby amended to read and provide as follows:

**15-39-1: [PURPOSE AND INTENT:]**

The purpose of the mixed use (MU) zone is to establish a zoning district to allow the development or redevelopment of land in a manner that requires projects to be designed and planned to provide a mix of uses created by various commercial, entertainment, recreation, open space and a variety of higher density residential styles that creates a quality design and urban community or village feel. The mixed use development standards help to encourage vibrant, active centers by a variety of uses in a pedestrian friendly environment and promote architectural quality in building designs. The scale and intensity of a mixed use development may vary depending on location, types of mixed uses and development theme.

**15-39-2: [APPLICATION OF MIXED USE ZONE:]**

- A. The mixed use zone with its regulations is intended to be applied to two (2) types of locations:
  - 1. The downtown area of Ogden typically [but not limited to, CBD zoning] being designed for use as a transit oriented development project; or
  - 2. An approved redevelopment district.
- B. The MU zone shall only be applied to create and maintain mixed use projects that are mixed use in a vertical or horizontal manner. Vertical mixed use projects incorporate different land use types within the same building (e.g., residential, office or retail). Horizontal mixed use projects incorporate different land uses within adjacent buildings on the same site. Both types of mixed use styles in a project are encouraged.

**15-39-3: [USES WITHIN A MIXED USE (MU) ZONE:]**

- A. The variety of uses allowed in an MU zone are intended to create a mix of commercial, entertainment, office, personal services, and a variety of residential dwelling land use types that can be developed in a compact design that encourages compatibility of uses. Each mixed use zone application may have a different theme that is identified in the approval process that establishes the type of mixed uses proposed. For redevelopment districts this is identified in the redevelopment plan. A key component is



that a mix of land use types (i.e., commercial, office, personal services, entertainment or recreational, and residential) is required either vertically or horizontally in the development. A mixed use development is required to have at least three (3) different land use types with one type being residential. If the mixed use development theme is residential, [and] no one specific residential building type may exceed [of land use exceeding] more than sixty percent (60%) of the residential building types [use] proposed for the project master plan. If the mixed use theme is transit oriented development or commercial, no more than sixty percent (60%) of the total square footage of the buildings may be commercial. The permitted uses of a mixed use zone and design standards shall be those uses and standards specified in the approval process and shall be included in section 15-39-8 of this chapter as permitted uses and standards for the specified development.

B. To ensure compatibility of uses, the following uses shall not be permitted in any MU zone:

Any business with outdoor storage.

Business with drive-through window service.

Car wash.

Convenience store/service station/auto lube and oil centers.

Manufacturing uses.

Motor vehicle or motor recreational vehicle sales and display.

Motor vehicle repair and service.

[Private] Social clubs/taverns/cabaret below or above residential dwellings or within one hundred (100) linear feet of residential dwellings.

Recycling centers/recycling collection areas.

Rehabilitation/treatment, protective housing, transitional housing, or boarding house.

Sexually oriented businesses.

Short term loan businesses.

Single family detached dwelling on lots over three thousand (3,000) square feet.

Single retail unit space over forty thousand (40,000) square feet.

Warehousing as the main use.

C. The MU zone is a mixture of uses with no one land use type being a constant dominant or prevailing use. Since the land uses allowed are determined by the project [development] master plan and development agreement with mixtures of land use types dependant upon location and type of project being developed, the MU zone shall not be considered as a commercial or a manufacturing zone for the purpose of consideration of off premises signage location under state law.

15-39-4: [GENERAL DEVELOPMENT STANDARDS]



A. The mixed use zone is intended to be applied in various locations in the downtown area or redevelopment districts. To create a true mixed use, the master plan and actual development of each location shall be in a manner that the design of the buildings, parking, land uses and landscaping create a compact development and quality design of building and spaces. Attention to the design is required to create a vibrant, interactive and connected development both internally and to its surroundings. The approved project master plan shall demonstrate that the project is developed paying attention to these standards as well as the development theme being proposed. [and] The development agreement and, in redevelopment areas, approval of each phase of the development will determine site specific details, setbacks and building placements and use locations following the concepts of the approved project master plan which incorporates these standards [as each project will create its own individuality]. In order to guide the development of the project master plan each project approval will be guided by the compliance to the following mixed use general development standards.

1. Site Design:

a. Downtown area:

- (1) Setbacks: Buildings with ground level commercial uses should be located next to street property lines in order to create a street edge and give visual preference to pedestrian related access to the structures. Some variation for a portion of the building setback may be considered when outdoor spaces for the ground level use are developed such as outdoor dining or entrance features. Buildings with ground level residential use shall have a landscaped transition space from the street property line to the building of not greater than fifteen feet (15) which allows porches, stairways, or a common building entrance to create a transition area from the public sidewalk to the building. All other side and rear setbacks will be determined based on potential impacts of noise, service areas, and objectionable views created by the service areas or use impacts. Other setbacks may be required by the planning commission when [types of uses and] the design and the appropriate distance mitigation is needed along the perimeter of the development to transition from the mixed use to the surrounding developments.
- (2) Compact Design: Buildings in a mixed use design need to be clustered so that they are easily accessible for pedestrians and to shared parking areas. Clustering occurs by having the buildings tightly grouped along the street frontage or pedestrian access.
- (3) Building Orientation: Buildings shall be designed so that the front of the buildings are oriented to the street. Development projects with deep parcel depths that have buildings going into the property away from main streets shall also have the buildings placed on either side of a central plaza, green space, natural feature or walkway with the buildings fronting that walkway or plaza. When space is limited it may be necessary to create a secondary entrance from the parking area to the building which faces the street.
- (4) Parking/Access/Service Areas: Parking lots shall be located in the central portions of the development and not along streets so that they can service a variety of buildings. Access to the parking areas should be directed to come from secondary streets when possible in order to create a continuity of buildings along the main street frontage. Surface parking lots shall be landscaped with islands which include trees to help unify the parking lot as a visual amenity to the development. The separation of pedestrian access from vehicular traffic is an important design consideration. Service areas for buildings should be away from pedestrian accesses and public streets. The use of alleys for service of residential parking access [should be] is encouraged.

b. Redevelopment districts outside downtown area:



- (1) **Setbacks:** The appropriate setback from the street will be determined based on the uses on either side of the development on the same side of the street. The important consideration is maintaining the character of the existing streetscape massing and having building setbacks that respond appropriately to those characteristics. All other side and rear setbacks will be determined based on potential impacts of noise, height of structures, service areas, objectionable views created by the types of uses and the design and the appropriate mitigation needed along the perimeter of the development to transition from the mixed use to the surrounding developments.
  - (2) **Compact Design:** Buildings in a mixed use design need to be clustered so that they are easily accessible for pedestrians and for easy access to shared parking areas. Compact designs create walking connections between buildings. Clustering occurs by grouping the buildings so that several buildings can be accessed from one parking area and from common pedestrian accessways.
  - (3) **Building Orientation:** Buildings shall be designed so that the front of the buildings are to the street. When central plazas or walkways are part of the design those central buildings shall front the central plaza, green space, natural features or walkway. When space is limited it may be necessary to create a secondary entrance from the parking area to the building which faces the street.
  - (4) **Parking/Access/Service Areas:** Parking lots shall be located to the side of buildings that front on a street or to the rear of the building areas so that they can service a variety of buildings in a clustered design concept rather than creating one large central parking area. Access to the parking areas should be directed to come from secondary streets when possible in order to create a continuity of the streetscape along the main street frontage. When parking is to the side of a building it shall be set back from the face of the building a minimum of one-third ( $1/3$ ) the depth of the building and the area in front of the parking shall be landscaped. Surface parking lots shall be landscaped with islands which include trees to help unify the parking lot as a visual amenity to the development. The separation of pedestrian access from vehicle traffic is an important design consideration. Service areas for buildings should be away from pedestrian accesses, and public streets. The use of alleys for service access should be encouraged.
2. **Parking Requirements:**
- a. **Downtown area:** The parking requirements for the land uses shall be based on the requirements of section 15-12-3 of this title and these shall be considered as maximum parking requirements. Shared parking reductions according to section 15-12-7 of this title are encouraged with the exception of shared parking for residential dwelling units. A minimum of one stall per dwelling unit is required. Unless a different standard is adopted in an architectural design book, [the] residential parking shall be designed into the dwelling unit if the design is townhomes, detached dwellings or row houses. Multi-story apartments or condos are encouraged to design the parking into the building as much as possible [when possible]. Exceptions to reduce the residential parking requirement below the minimum requirement through means such as shared vehicles, mass transit system connections or other means can be considered. Nonresidential parking may also consider parking on the public street as meeting the development's parking requirement.
  - b. **Redevelopment districts outside downtown area:** The parking requirements for the land uses shall be based on the requirements of section 15-12-3 of this title and these shall be considered as the maximum parking requirements. Shared parking reductions according to section 15-12-7 of this



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title are encouraged with the exception of shared parking for residential dwelling units. A minimum of one and one-half (1 1/2) stalls per dwelling unit is required. Unless a different standard is adopted in an architectural design book, [The] residential parking shall be designed into the dwelling unit in the design is townhomes, detached dwelling units or row houses. Multi-story apartments or condos are encouraged to design the parking into the building as much as possible [when possible]. Exceptions to reduce the residential parking requirement below the minimum requirement through means such as shared vehicles, mass transit system connections or other means can be considered.

### 3. Building Design:

- a. Multilevel mixed use buildings are encouraged to promote architectural quality in building design that a mixed use development needs. Visual interest is an important requirement in the building designs. Visual interest is created by, but not limited to, the following features:
  - (1) The building design has a visually distinct base, body and cap. These are generally achieved by means of the ground level being the base, the body being the middle portion of the building and the cap being the cornice.
  - (2) Upper story elements (balconies, windows, terraces) that overlook the street, plaza, and other pedestrian walkways.
  - (3) The perceived height and bulk of the building is relieved by variation in massing and articulation of facades to reduce the visual length of long walls. Variation of rooflines may also be used to reduce the apparent size of mixed use buildings and provide visual interest.
  - (4) Building heights vary in the development to create visual relief and the building height transitions from taller buildings to lower heights to achieve compatibility with adjacent properties when the adjacent properties have a one- or two-story maximum height limitation. If the adjacent zone does not have a height limit the taller buildings of the mixed use project shall be located on street corners, major street frontages or as focal points in the development.
- b. Quality of the development is related to the choice of exterior materials used in a mixed use project. Brick, atlas brick or stone [should] shall be the main exterior solid surface building materials on the first level of a building as a minimum and preferably as the main solid surface material for all the building exterior. Simulated materials that provide a similar visual appearance may also be considered above the first floor. Trims and accent materials may be stucco, architectural metals, wood or wood appearing materials. If the mixed use project has an architectural design book for architectural styles, building types, design details and material approved with the master plan that design book will determine the design materials and all other specified requirements for buildings acceptable for the project.
- c. Uses which are nonresidential at the ground level [should] shall:
  - (1) Have [have] the primary frontages of the building [that] either face a street, plaza or pedestrian accessway depending where the primary building frontage is located.
  - (2) Have the primary frontage designed with a minimum of seventy percent (70%) in transparent glass to create storefront appearances and a transparency between the building and the pedestrian traffic.
  - (3) Have a floor to ceiling height on the ground level between twelve feet (12') and sixteen feet (16').
- d. All sides of the buildings shall receive equal design consideration when they are visible to the pedestrian access areas and the general street system or the building rises above other buildings and is visible from all sides.



4. Open Space: The project master plan shall include an open space element that defines the objectives desired with open space and how open space will be established throughout the development. In approving the open space element of the master plan, the planning commission shall consider how the useable [Usable] open space shall be provided within the mixed use development with the amount and type of open space depending upon size, scale, and nature of the development [as determined by the planning commission]. Approved open space may include, but is not limited to, commons, pocket parks, plazas, courtyards, landscape features, water fountains and features, greenbelts, and trail connections. The design shall encourage comfortable and safe pedestrian use, including landscaping, seating areas, and lighting as appropriate as well as connections to public access such as connections to trail systems, and water features. Unless otherwise specified through special agreement or understanding with the city, all open space areas shall be maintained by property owners or homeowner associations.
5. Signage: Proper signage design in a mixed use development is important to the overall theme of the development and sign locations need to be part of the design of the project. Business signs are limited to flat [Flat] wall mounted signs and projecting signs designed at a pedestrian scale (between [8 to 12] ten feet (10') and fourteen feet (14') above the sidewalk) placed on the storefronts and are the typical sign method that will be considered as appropriate, except that building names, development names and directional signage are also permitted if they integrate into the building or theme design of the development. Developments outside of the downtown area may be allowed one freestanding monument [tenant] sign not to exceed eight feet (8') in height for each street frontage, provided the monument sign is constructed of the same materials as the adjacent buildings in the development and that the sign fits in context with the development.
6. Application To Existing Buildings:
  - a. When a mixed use zone is applied on property outside of a redevelopment district plan area the project master plan may include the use of all or portions of existing buildings, provided there is also new construction on the site in connection with the existing building which create a compact mixed use development following the general development standards. If existing buildings comply with the mixed use building design standards, the new construction shall be designed to integrate its design and materials with the existing buildings. When existing buildings do not meet the standards outlined in this section then revisions [Revisions] to the exterior of the existing buildings to create an integrated mixed use development are required as part of the MU zoning consideration.
  - b. When the mixed use zoning is applied to a redevelopment district plan area the existing buildings may not be reused if they are deemed a blight by the redevelopment plan or if such reuse of the building hinders the attainment of the overall project master plan by noncompliance with the general development standards and the redevelopment plan.

#### 15-39.5: [PROJECT MASTER PLAN REQUIREMENTS:]

- A. One of the key requirements in consideration of a request for the mixed use zone is a project master plan. The project master plan establishes the project concept, the general design, proposed mixture of uses and spatial relationships within the project and with adjacent properties outside of the proposed zone. A proposed [and final] project master plan for a mixed use (MU) zone shall consist of the following:
  1. A map or maps showing the proposed configuration of the project, including all buildings, parking, landscaping improvements, the general location of necessary public and/or private roads, development areas, open space areas (including both improved open space and natural open



space), public and/or private trails, public and/or private parks and recreational facilities, public building sites, any major storm water drainageways, any planned waterways, and the anticipated location of any other major public facilities required to serve the residents and property owners within the project area.

2. A description of the proposed uses for each development area shown on the project master plan map, phasing of development, if any, and shall also include a description of the residential densities or commercial intensities of development that are proposed within each development area or phase.
3. Proposed building elevations showing design, materials and colors being proposed for the buildings. For redevelopment district projects that are being considered for mixed use zoning this will be required only at final approval of each phase of the redevelopment project.
4. A written description of any specific elements of the proposed project that are required to explain the project master plan map and the uses, densities, and intensities of development. Such descriptions shall include descriptions of any specific public facilities, open space elements, parks, trails, recreational facilities, roads or other improvements, alternative development options, phasing requirements, and any limitations to development due to environmental site conditions or potential impacts on adjacent uses.

B. The proposed project master plan, ~~if the development is outside a redevelopment district~~, shall be reviewed at the same time as the proposed development agreement. The [final] project master plan shall be modified to incorporate any changes required [in a final approval] by the city, any conditions or limitations to the development of the land required [in the final approval] by the city and any agreements, approvals or other matters anticipated or required by the city as necessary to develop the subject land. The project master plan with these corrections shall be deemed approved upon incorporation into a final development agreement that is adopted by an ordinance in connection with the reclassification of the subject land to mixed use conditional (MU) zoning in accordance with the provisions of this chapter.

C. An approved master plan for the complete area within a redevelopment district that has MU zoning approved by resolution of the redevelopment agency board, is required before new development is permitted for construction. The master plan shall meet the requirements of this section, the standards of this chapter and also the purposes of the redevelopment district that has been established for the specific redevelopment district.

#### **15-39-6: [DEVELOPMENT AGREEMENT REQUIREMENTS:]**

A. The development agreement sets the specific standards and requirements that are attached to a specific mixed use project. The conditions and limitations are based on the approval process and compliance with the general standards and specific requirements established during the approval process for rezoning and the associated master plan. For a development in a redevelopment district plan area, ~~(these) the development agreement requirements apply to only the area being considered for final approval to allow construction of a phase of the development which may or may not include the full development.~~ A proposed and final project development agreement shall include the following minimum requirements:

1. A legal description for the land covered by the proposed project and the names of all persons holding legal title to any portion of such land;
2. The configuration of the project as shown on a project master plan;
3. Development standards covering all proposed regulations governing the design, form, location, placement or configuration of any improvement to real property, whether privately or publicly owned, including, without limitation, standards for lot sizes, setbacks, height limitations, landscaping and



parking requirements, lighting, signage, fencing, wall and buffer standards, and architectural design guidelines and specifications;

4. Development standards that may vary from development standards and regulations generally applicable to development in the city, regardless of zoning classification but that are consistent with the general development standards of this chapter;
5. Development widths for public and private rights of way that may vary from existing city standards and specifications;
6. A description of the public facilities, services and utilities to be provided and a mechanism to assure that such facilities and services will be provided in connection with any development of the land;
7. A description of recreational or open space facilities and amenities to be provided and a mechanism to assure that such facilities and amenities will be provided in connection with any development of the land;
8. A description of the timing and phasing of development;
9. A description of the various city approvals required before the commencement of construction and other procedures that will be required after approval of the development agreement;
10. A description of such agreements, conditions or restrictions necessary to cause the project to achieve compliance with the general plan or redevelopment plan, or otherwise necessary to make a finding required for approval of the project;
11. A requirement that the project be subject to periodic reviews to ascertain compliance with the requirements of the development agreement;
12. The terms and conditions under which the rights and benefits derived under the development agreement will expire or terminate based on the applicant's failure to meet the conditions of approval or commence development within a reasonable period of time, as well as any other terms and conditions affecting the duration of the agreement;
13. Provisions for enforcement of the terms and conditions of the development agreement;
14. Provisions for making amendments to the development agreement;
15. Such other terms as may be proposed and agreed to between the city and developer; and
16. Signed by all owners of the property subject to the development agreement, and consented to by any holders of equitable interests in the property.

B. The development agreement shall:

1. Be [be] reviewed at the same time as the proposed project master plan for a rezoning or, in the case of a redevelopment district, at the time of the final approval to allow construction of a phase of the development.
2. Be [The development agreement shall be] modified to incorporate any changes required in the final approval by the city [either for the rezoning or to allow development to proceed. The modifications shall include any conditions or limitations to the development of the land required in the final approval by the city and any agreements, approvals or other matters anticipated or required by the city as necessary ultimately to develop the subject land.
3. For projects not included in a redevelopment district, [The development agreement shall] be adopted and approved as part of an ordinance approving the reclassification of the subject land to the mixed use (MU) zone classification, after review and recommendation of the planning commission and compliance with all notice and hearing requirements.
4. For projects included in a redevelopment district, be adopted and approved after review and recommendation of the planning commission and compliance with all notice and hearing requirements. If the property to be developed includes land owned by the redevelopment agency, the development agreement shall be approved or denied by the redevelopment agency. If the



property to be developed is privately owned, the development agreement shall be approved or denied by the mayor. A development agreement may not be approved or adopted under this subsection if it proposes to make a major change to the approved master plan unless an amendment to the master plan is first approved by the redevelopment agency. Major changes are those changes which would:

- a. Relocate or remove a street, but not including relocation of parking areas, alleyways or paved surfaces designed for access to individual units or buildings which still comply with the standards of this chapter;
- b. Relocate, reduce or remove areas of open space, including improved open space or natural open space, designated in the open space element of the master plan as public open space or as publicly accessible green space that is privately maintained;
- c. Relocate, reduce or remove any public building or public facility;
- d. Result in a change of use for more than ten percent (10%) of the buildings as designated in the master plan for the phase or development area included in the development agreement;
- e. Result in an increase or decrease of more than ten percent (10%) of the total number of buildings as designated in the master plan for the phase or development area included in the development agreement;
- f. Result in a decrease in the density of residential units of more than ten percent (10%) as designated in the master plan for the phase or development area included in the development agreement;
- g. Result in an increase or decrease in the square footage of non-residential uses of more than ten percent (10%) as designated in the master plan for the phase or development area included in the development agreement; or
- h. Result in any one land use type violating the percentage restrictions contained in section 15-39-

### 3.

- C. The development agreement may contain uses, densities and site development standards that may vary from uses, densities and site development standards applicable in different zoning districts, in different MU zones and with respect to different projects. Development regulations and standards of general application, including all applicable requirements of the sensitive area overlay zone, shall apply to the MU zone, unless specifically waived or varied in the development agreement.
- D. The development standards required and allowed in an MU zone adopted pursuant to this chapter shall be those development standards specified in an approved development agreement for the subject project and such other development standards and regulations as are contained in the zoning, subdivision and other land use and development laws and regulations of the city that are not specifically waived or varied in the approved development agreement. The development agreement may provide that the provisions of the development agreement shall control over any inconsistent development standard contained in this title.
- E. The development approval processes and procedures that apply to projects governed by a development agreement, including, without limitation, subdivision, site plan, and other land use approvals, shall be those processes and procedures contained in the city's zoning, subdivision and other land use and development laws and regulations in existence and effective on the date of the application for the applicable land use approval.
- F. Except as set forth in the following sentence, a development agreement and a project master plan for a project covered by a development agreement may be amended on such terms and following such processes as is provided in the final development agreement. Notwithstanding the provisions of the development agreement, any amendment to a development agreement that alters or modifies the



duration of the development agreement, modifies the allowed uses, increases the maximum density or intensity of use, deletes any major public amenity described therein, or modifies provisions for reservation and dedication of land, including open space dedications, shall be deemed a substantial amendment and shall require the review and recommendation of the planning commission and a decision by the city council, after complying with all noticing and public hearing requirements for the rezoning of property.

- G. A development agreement may vest the right of the developer to develop the property that is the subject of the development agreement in accordance with the uses, densities, intensities, general configuration of development and any other development standards described and incorporated into the approved development agreement. Any such vested right shall be subject to the following reserved legislative powers: No provision of a development agreement shall limit the future exercise of the police power of the city in enacting generally applicable land use laws after the date of the approval of a development agreement and to apply such land use laws to modify the vested rights established by an approved development agreement provided that the policies, facts and circumstances applicable to the new land use laws meet the compelling, countervailing public interest exception to the vested rights doctrine in the state of Utah.
- H. Contiguous parcels of land under separate ownership (or proposed to be developed by separate developers) may be included in a single MU zone on the condition that each parcel is covered by the development agreement, the development agreement is signed by all owners and, where applicable, any separate proposed developer. A single development agreement may address the joint or separate obligations of two (2) or more owners or two (2) or more developers of parcels within the property covered by the development agreement. Alternatively, the city may elect to require separate applications and/or separate development agreements under circumstances where property within a single MU zone is or will be owned and/or developed by two (2) or more owners or developers. The city may elect to process related applications for development agreements separately or together. Notwithstanding the above, the city may impose additional conditions and requirements deemed necessary to ensure the implementation of the project master plan considering existing and future ownership scenarios and the likelihood that more than one developer may be involved.
- I. The terms of a development agreement shall be binding on the city and all successors in the ownership and occupancy of any portion of the project property covered by the development agreement. A development agreement may require that the land that is the subject of a development agreement be encumbered and regulated by private covenants, conditions and restrictions consistent with the requirements of the development agreement. The form and content of the covenants, conditions and restrictions shall be determined by the project owner, but the city shall review the instrument prior to recording and may require the inclusion or revision of provisions necessary to implement the approved development agreement.
- J. The development agreement shall be in a form approved by the city attorney. For purposes of final execution, the applicant shall demonstrate to the satisfaction of the city attorney that the agreement will be executed by the owners of all of the property subject to the development agreement, by delivering to the city attorney a copy of a title policy or other documentation acceptable to the city attorney verifying such ownership.

#### 15-39-7: [MIXED USE (MU) APPLICATION AND REVIEW PROCEDURE:]

- A. [General Requirements:] Applications for the reclassification of property to an MU zone and for a project development agreement approval shall be considered together and recommended approved or denied at the same time by the planning commission with the city council taking final action on the



recommendation. Other related, project specific applications requiring approval of the city council, including, without limitation, any necessary general plan text or map amendments shall be considered together and approved or denied at the same time as the application for the MU zone and the development agreement. For rezoning request other than those in redevelopment districts where the MU zone may be applied, all contiguous property under one ownership shall be planned in a unified and comprehensive fashion and shall be included in an application for MU zone and project development agreement consideration and approval.

**B. [Non-redevelopment Project Area Initial Rezoning Application Requirements:]** *The initial application for projects not included in a redevelopment district shall include the following information:*

1. A proposed project master plan containing the information required by subsection 15-39-5A of this chapter;
2. The key provisions proposed to be contained in a proposed development agreement, addressing all of the information required by subsection 15-39-6A of this chapter;
3. A statement addressing each of the findings required for the approval and adoption of an MU zone, accompanied by such information as may be necessary or appropriate to allow the city to assess the project in light of the required findings;
4. A description of the existing ownership of the property, any property transactions necessary to implement the project master plan, and a description of how development responsibilities are intended to be handled in light of such ownership;
5. Any fee required for processing such application under title 4, chapter 6 of this code; and
6. The director may require the submission of additional preliminary site development information including slope analysis and other conceptual planning information to the extent reasonably necessary to permit the city to evaluate the proposed development.

**[E] 7. Preapplication Conference:** *The applicant is encouraged to have a preapplication conference with the director to ascertain the appropriate scope of any additional information that may reasonably be expected in connection with any application for an MU zone and development agreement approval. The applicant is also encouraged to meet with the building official and the fire marshal to be advised of how the proposed development standards may affect building and fire code requirements.*

**[D] 8. Visual Presentation:** *[If not provided as part of the proposed project master plan, the] The applicant shall provide as part of the proposed master plan for the review of the planning commission and the city council a three-dimensional visual presentation, preferably using computer graphics, depicting the buildings to be constructed under the proposed project master plan within the context of existing, surrounding development. [For projects in a redevelopment plan this presentation occurs at the time of the final development application.]*

**[E] C. [Planning Commission Review Of Non-redevelopment Project Area Initial Rezoning Application; Preparation Of Proposed Development Agreement:]** *For projects not included in a redevelopment district:*

1. The initial application shall first be referred to the planning commission for review and comment at a public meeting. The purpose of such review is not to provide or indicate any approval or denial of such application, but to provide any comments that would assist the director in negotiating the actual terms and conditions of a proposed development agreement with the applicant, and to identify any other related, project specific petitions requiring approval of the city council, such as required plan amendments, which petitions must be filed for concurrent consideration with the application.
2. After such review and comment of the planning commission, the director, with the assistance of the city attorney, and with the concurrence of the applicant, shall prepare a proposed development



agreement containing all of the information required by subsection 15-39-6A of this chapter. After such proposed agreement is completed, the application shall then be scheduled and noticed as a petition for rezoning before the planning commission, along with any other related project specific petitions requiring approval of the city council. [For mixed use consideration on an approved redevelopment plan area, subsection E1 of this section and this subsection E2 are considered complied with by the approval of the redevelopment plan.]

3. If the director and the applicant cannot concur on the terms and conditions of a proposed development agreement, the applicant may prepare and submit on its own behalf a proposed development agreement containing all of the information required by subsection 15-39-6A of this chapter. Upon the submission of such agreement, and the submission of any other related project specific petitions requiring approval of the city council, the application shall be scheduled and noticed as a petition for rezoning before the planning commission.
4. The initial application, together with the proposed development agreement containing all of the information required by subsection 15-39-6A of this chapter and the complete submission of all other related project specific petitions requiring approval of the city council, shall constitute a final application for MU zoning.

**[FID. Review Of Final Application of Non-redevelopment Project Area:]** The final application for an MU zone shall be processed and reviewed following the normal processes and procedures for the adoption or amendment of the zoning ordinances and the zoning map. In any area, if [H] general plan amendments are required, the normal processes and procedures for plan amendments shall also be followed, including all noticing and public hearing requirements. For projects not included in a redevelopment district before [Before] an MU zone is designated [in any area], the city council, after review and recommendation of the planning commission, shall determine that:

1. The proposed mixed use project to be covered by the MU zone may be approved consistent with any general plan policies for the establishment of mixed use projects or MU zoning and the provisions of this chapter;
2. The proposed mixed use project is described in a conceptual project master plan meeting the requirements of this chapter showing the general configuration of the project, including the general location of development areas and including the types of uses contemplated within each development area, necessary public and/or private roads, recreational and open space amenity areas reasonably anticipated to meet the needs of the residents, any public facilities and other features of the project, which conceptual project master plan is to be incorporated into, and adopted along with, the development agreement;
3. Adequate public and private utility services, streets and other public services can service the proposed development and that if improvements are needed the development agreement contains a mechanism to assure the provision of such services in connection with any development approved pursuant to the development agreement;
4. The applicant has demonstrated the feasibility of complying with all necessary site development standards required for developments in Ogden City and will establish mechanisms necessary to assure compliance with all applicable city ordinances;
5. The proposed development (considering such mitigating conditions as may be imposed) will not have a material adverse impact on other property in the vicinity of the development;
6. The applicant has a reasonable financial plan providing for the construction and maintenance of all reasonably required facilities and other improvements in connection with the development of the project;
7. The proposed development furthers goals and objectives of the general plan, and



8. Approving the MU zone classification will not adversely affect the public health, safety, and general welfare.

Upon approval of an application for an MU zone, the ordinance reclassifying the property to an MU zone and adopting the final development agreement and incorporating the final project master plan shall be published as an amendment to the zoning ordinances and the zoning map. The ordinance shall provide for the execution of the final development agreement and the recording of such agreement against the land covered by the project approvals.

**E. [Redevelopment Project Area Rezoning Procedures:]** A petition or request to rezone property within an established redevelopment district to MU:

1. May be applied for by an interested party or begun by the city.
2. Shall follow the normal procedure for changing zoning of property within Ogden City limits.
3. Shall follow the procedures required by the city.
4. Shall be reviewed by the planning commission in a public hearing after which the planning commission may recommend approval or denial of the request based on the request complying with the general plan and that such zoning change would be in the best interest in furthering the attainment of the purposes of the established redevelopment district.
5. Shall be referred to the City Council who, after review and recommendation of the planning commission, shall determine that:
  - a. The proposed mixed use project to be covered by the MU zone may be approved consistent with any general plan policies for the establishment of mixed use projects or MU zoning and the provisions of this chapter.
  - b. The proposed development (considering such mitigating conditions as may be imposed) will not have a material adverse impact on other property in the vicinity of the development.
  - c. The proposed development furthers goals and objectives of the general plan; and
  - d. Approving the MU zone classification will not adversely affect the public health, safety, and general welfare; and
  - e. Approving the MU zone classification will further the attainment of the purposes of the established redevelopment district.

**F. [Master Plan for a Redevelopment MU Zone:]** Once an area has been rezoned MU in an established redevelopment district, but prior to any new construction, an owner, developer or the redevelopment agency shall submit a master development plan for the entire area that is zoned MU.

1. The master plan shall comply with the regulations and procedures outlined in this chapter in order to be considered for approval.
2. Approval of the master plan, including any architectural design book, shall be by the redevelopment agency board upon recommendation of the Planning Commission that the master plan complies with the standards of this chapter, the general plan and the purposes of the redevelopment district. If an architectural design book is utilized, it may be approved or amended in conjunction with the approval of the master plan or at any time thereafter.
3. An approved master plan for the complete area within a redevelopment district that has MU zoning is required before new development can be considered for a final development agreement.

**G. [Application For Construction, Expansion And Use In A Redevelopment District:]**

1. Uses: When a mixed use zone is applied to the area of a redevelopment district, generally the properties have current development or uses on them which the redevelopment plan seeks to upgrade or change. The application of the mixed use zone on these properties based on the redevelopment plan creates a new zoning regulation on the properties.



a. The existing properties may continue their use at the time of rezoning but any consideration of exterior improvements (excluding normal maintenance) to the site, new uses on the property, expansion of existing structures, proposals to construct new buildings or use vacant buildings shall not be allowed until such proposals are reviewed and approved as being consistent with the master [development] plan [by which the property was rezoned to MU] unless special provisions for reuse are approved during the rezoning and the conditions explained as additions to this section.

b. A proposal for site improvements, new uses on the property, expansion of existing structures, proposals for new construction or use of vacant buildings shall be considered as final project master plans and development agreement, and shall follow the general development standards and requirements of this chapter in order to receive approval.

c. If the property to be developed is owned by the redevelopment agency, the final site plan shall be reviewed by the planning commission and approved or denied by the redevelopment agency. If the land is privately owned the final site plan shall be reviewed by the planning commission and approved or denied by the mayor.

2. Reuse Provisions For Ogden River Redevelopment Plan. Only the existing buildings west of Lincoln Avenue and east of Wall Avenue in the Ogden River redevelopment mixed use zone shall be considered for reuse under the provisions of subsection G 1 of this section, provided the reuse complies with the provisions of a change of nonconforming use as required in subsection 15-6-3C of this title. No consideration of expansion of a nonconforming use will be allowed to be considered. The ability to use this provision is lost if the use is no longer nonconforming.

#### 15-39-8. USES AND STANDARDS ALLOWED FOR MIXED USE ZONE PROJECTS:

A. Uses allowed in the Ogden River redevelopment MU zone between 18th and 20th Streets, and Wall Avenue to Washington Boulevard:

##### 1. Dining:

- a. Restaurants, provided that if adjacent to the river, required to have outdoor dining areas as part of service. Maximum floor space limited to 3,000 square feet.
- b. Specialty food or drink businesses with a maximum of two thousand (2,000) square feet of floor area.

##### 2. Personal services:

- a. Limited to hair dresser, barber, manicurist, tanning salon.
- b. Must have residential units on floors above personal service business if a ground floor use.

##### 3. Professional or business office:

- a. Building footprint square footage limited to ten thousand (10,000) square foot maximum [feet] and required to have dwelling units on floors above office area.

##### 4. [Research and business park use:

- a. General product research or development businesses and product assembly, provided there is no outdoor storage of materials or product, and the use does not produce odors or create noise audible from the exterior of the building.
- b. Individual buildings limited to thirty thousand (30,000) square foot footprint. Location is limited to the west of Lincoln Avenue.

##### 5. Residential of the following types:

- a. Attached row homes/townhomes of a minimum of one thousand [two] three hundred [(1,200)] (1,300) square feet per dwelling.
- b. [Townhomes of a minimum of one thousand five hundred (1,500) square feet per dwelling.



e. Apartment buildings with average unit size of one thousand [two] one hundred (4,200) (1,100) square feet. Can include common laundry area or other personal services on main floor in building.

[e]c. Dwelling units above retail space with average unit size of one thousand [four] three hundred [(1,400)] (1,300) square feet.

d. Single family detached dwelling units on lots up to three thousand (3,000) square feet with a density of at least ten (10) dwelling units per acre, provided that the total number of single family detached dwelling units does not exceed twenty percent (20%) of the total number of residential units in the development.

[6]5. Retail of the following types:

- a. General retail sales, provided that individual retail use per unit is limited in size to a maximum of ten thousand (10,000) square feet, with no individual building [having over] [having a footprint larger than fifteen thousand (15,000) square feet [of footprint]] and no outdoor storage areas.
- b. Live-work space with a maximum total floor area size of two thousand five hundred (2,500) square feet per live-work combined unit. The ground floor retail space and the dwelling unit above the space shall be internally connected. The product sold on the main floor may also be manufactured or assembled on site provided there is no outdoor storage of materials and only the finished product may be displayed in approved display areas in front of store during business hours and the use does not produce obnoxious odors, fumes, dust or noise detectable or audible from the exterior of the building.

B. Special design standards for Ogden River redevelopment MU zone between 18th and 20th Streets, and Wall Avenue to Washington Boulevard.

1. The height of any building on the south side of the Ogden River shall be limited to a height that will not cast a shadow at noon on December 21 into the closest edge of the water in the river. The edge of the water is determined by the height of the water during the average flow in the river during December.
2. There are two main building categories permitted in the development: a small building type and a large building type. In the small building type category there are four building types which may be used and are limited to Cottages, Carriage Homes, Townhomes, or Live Work building types. The large building type category is limited to three building types: apartment, mixed use or retail building types. There shall be a mixture of at least three different building types on a development block with no large building type being more than fifty percent (50%) of the building types on the development block. A development block is defined as the area bounded by public streets creating the exterior. Four sides of a development area or, in the case of being next to the river, three sides are public streets and the fourth side the river.
3. Within each building type are defined architectural styles that may be used in the development project. The architectural styles that shall be used for the small building types are Arts and Crafts, Victorian and Transitional Modern. The architectural styles that shall be used for the large building types are Loft/Industrial and Transitional Modern. The general design characteristics of these architectural styles and by which any building development will be evaluated for compliance to this requirement is found in the Ogden River Project Design Guide book. On any one development block as defined in 15-39-8 B.2 there shall be a minimum of three architectural styles used.
4. No individual large building type shall be longer than one hundred fifty feet (150') along a public street frontage except for the frontages of Wall, Washington and 20<sup>th</sup> Street. The maximum individual large building type length on those streets is two hundred fifty feet (250'). The maximum individual building length of a large building type facing the Ogden River is one hundred twenty feet (120').



5. Screening walls are permitted only to screen service areas, dumpsters or to provide separation of transition between spaces. Screening wall design and materials shall match the architectural themes and materials of the buildings in the area they are located.
6. Fencing shall meet the following standards:
  - a. No fencing of individual spaces is permitted between the front of a building and a public street or between the fronts of buildings and common open space area.
  - b. No fencing is permitted between buildings and the Ogden River unless such fence is used to define a required outdoor dining area and the materials and design are compatible with the building with which it is associated.
  - c. Fencing used to define space between a cottage and an allowed detached garage is limited to wood or ornamental metal fences.
  - d. No chain link or vinyl fencing is permitted.

**SECTION 2. Effective date.** This ordinance shall be effective immediately upon posting after final passage.

**PASSED, ADOPTED AND ORDERED POSTED** by the Council of Ogden City, Utah this 3<sup>rd</sup> day of May, 2011.

/s/ Caitlin Gochhour  
CHAIR

ATTEST:

/s/ Cindi Mansell

CITY RECORDER

TRANSMITTED TO THE MAYOR ON: 05-04-11

MAYOR'S ACTION: Approved Vetoed

/s/ Matthew R. Godfrey

MAYOR

ATTEST:

/s/ Cindi Mansell

CITY RECORDER

POSTING DATE: 05-06-11

EFFECTIVE DATE: 05-06-11

APPROVED AS TO FORM: MHS 4/27/11

Legal Date

\* The headings, catchlines or catchwords suggested for use in the Ogden Municipal Code and which are bracketed at the beginning of sections or subsections, shall not be considered to be a part of the ordinance adopted herein.



## EXHIBIT F

### SCHEDULE OF PERFORMANCE

The estimated development schedule for the Project Area is as follows:

**JULY 12, 2011** – Final Approval of RDA Development Agreement/MU Zone Agreement by Agency Board

**JULY 19, 2011** – Final Approval of Site Plan – Section 1

**JULY 19, 2011** – Final Approval and recordation of Plat / Final Approval of Elevations for Section 1 of the Project Plan

**AUGUST 9, 2011** – Title Transfer on Phase 1 of Section 1 – Closing Deadline

**AUGUST 19, 2011** – Ground Breaking / Commencement of Site Work – on Phase 1, Section 1

**AUGUST 19 2011** – Proof of Site Work commencement to Agency authorities

**AUGUST 19 2011** – Proof of Marketing/Pre-sales efforts to Agency authorities

**AUGUST 31 2011** – Building Permit issued on Phase 1, Section 1

**SEPTEMBER 30 2011** – Proof of Commencement of Vertical Construction on Phase 1, Section 1

**DECEMBER 31, 2014** – Final Completion of Improvements in Section 1 and Section 2 of the Project Plan.

Any of the foregoing dates are subject to modification by the mutual written agreement of the Agency and Developer. To the extent that circumstances beyond the reasonable control of Developer do not permit the Developer to complete any required development activity within the time periods set forth above, Agency covenants that it will work with Developer in good faith to provide a reasonable extension to the foregoing dates consistent with the mutual desires of the Developer and Agency to complete this Project in an expeditious manner.



**EXHIBIT G**

**AGEC Soils Report**

**AGEC Soils Report Attached**





Applied Geotechnical Engineering Consultants, Inc.

**GEOTECHNICAL INVESTIGATION  
PROPOSED OGDEN RIVER MIXED-USE DEVELOPMENT  
20<sup>TH</sup> STREET AND GRANT AVENUE  
OGDEN, UTAH**

**PREPARED FOR:**

**OGDEN CITY REDEVELOPMENT AGENCY  
2549 WASHINGTON BOULEVARD, SUITE 420  
OGDEN, UTAH 84401**

**ATTENTION: BRANDON COOPER**

**PROJECT NO. 1110347**

**JUNE 16, 2011**



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**EXECUTIVE SUMMARY**

1. Up to approximately 6½ feet of fill was encountered in the upper portion of the borings drilled and test pits excavated at the site. The fill consists of lean clay fill, silty and clayey gravel fill and debris. The natural soil encountered below the fill consists primarily of lean clay with occasional clayey sand. The soil at depth consists of sand and gravel with occasional lean clay layers.
2. Subsurface water was encountered in the borings and test pits at depths ranging from approximately 3 to 6½ feet below the existing ground surface when measured on June 6, 2011.
3. The site is suitable to support the proposed construction if the design and construction of the proposed development is performed in general accordance with the recommendations presented herein.

The proposed buildings may be supported on spread footings bearing on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. Footings bearing on the undisturbed natural soil may be designed using a net allowable bearing pressure of 1,200 pounds per square foot. Footings bearing on at least 2 feet of properly compacted structural fill extending down to the undisturbed natural soil or on at least 2 feet of the undisturbed natural sand and gravel may be designed using a net allowable bearing pressure of 2,500 pounds per square foot.

4. Up to approximately 6½ feet of fill was encountered in the upper portion of the borings drilled and test pits excavated at the site. The fill varies in material type ranging from lean clay to silty and clayey gravel with small to moderate amounts of debris. Generally, the fill is low and erratic in density.

Based on the subsurface conditions encountered at the site, the results of field and laboratory tests and the results of penetration resistance values obtained from the drilling, it is our professional opinion that the fill is not suitable to support proposed structures. The fill should be removed from below proposed foundation areas and be replaced with properly compacted structural fill or the foundation support be extended through the unsuitable fill down to suitable bearing material.

5. The existing fill and upper natural soil contains a moderate to high amount of fines (silt and clay). The upper fine-grained soil will be easily disturbed by construction traffic when it is very moist to wet such as in the winter or spring or at times of prolonged rainfall, or if excavations extend down near





**Executive Summary (continued)**

the subsurface water level. Placement of 1 to 2 feet of gravel will provide limited access for rubber-tired construction equipment when the subgrade consists of very moist to wet fine-grained soil.

6. Geotechnical information related to foundations, subgrade preparation, pavement design, materials and compaction is included in the report.

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1110347



## SCOPE

This report presents the results of a geotechnical investigation for the proposed Ogden River Mixed-Use Development to be located at approximately 20<sup>th</sup> Street and Grant Avenue in Ogden Utah. The report presents the subsurface conditions encountered, laboratory test results and recommendations for foundations and pavement. The study was conducted in general accordance with our proposal dated May 13, 2011.

Field exploration was conducted to obtain information on the subsurface conditions. Samples obtained from the field investigation were tested in the laboratory to determine physical and engineering characteristics of the on-site soil. Information obtained from the field and laboratory was used to define conditions at the site for our engineering analysis and to develop recommendations for the proposed foundations and pavement.

This report has been prepared to summarize the data obtained during the study and to present our conclusions and recommendations based on the proposed construction and the subsurface conditions encountered. Design parameters and a discussion of geotechnical engineering considerations related to construction are included in the report.

## SITE CONDITIONS

The proposed development is planned to extend between 20<sup>th</sup> Street and the Ogden River and between Grant Avenue and Washington Boulevard. There are two existing parcels which are not part of this study as shown on Figure 1.

The site currently consists of vacant land with no existing structures or pavement. Park Boulevard has been constructed in an east/west direction along the northern portion of the site (see Figure 1). We understand that buildings, sidewalks and utilities were previously demolished and removed from the site.



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The ground surface at the site is relatively flat with a gentle slope down to the southwest. Vegetation at the site consists primarily of grass and weeds with several tall trees along the banks of the Ogden River. There are several small piles of fill and boulders across the site.

The site is bordered to the north by the Ogden River and a pedestrian path which extends along the south bank. Water was observed in the river at the time of our site visit. Washington Boulevard, which is a six-lane, Portland cement concrete-paved roadway, extends along the east side of the site. 20<sup>th</sup> Street, which is a two-lane, asphalt-paved road in good conditions, extends along the south side of the site. Grant Avenue, which is a two-lane, asphalt-paved road, extends along the west side of the site. A single-story, slab-on-grade steel-frame structure (Bingham Cyclery) is located in the northeast corner of the site.

#### FIELD STUDY

Twelve test pits were excavated at the approximate locations indicated on Figure 1 on May 24 and 25, 2011. The test pits were excavated using a rubber-tired backhoe. The test pits were backfilled without significant compaction. The backfill in the test pits should be properly compacted where it will support buildings, floor slabs or pavement.

Six borings were drilled at the approximate locations indicated on Figure 1 on May 26 and 27, 2011. The borings were drilled using 8-inch diameter, hollow-stem auger powered by an all-terrain drill rig.

The test pits and borings were logged and soil samples obtained by an engineer from AGECE. Logs of the subsurface conditions encountered in the test pits and borings are graphically shown on Figures 2 through 5 with legend and notes on Figure 6.





## SUBSURFACE CONDITIONS

Up to approximately 6½ feet of fill was encountered in the upper portion of the borings drilled and test pits excavated at the site. The fill consists of lean clay fill, silty and clayey gravel fill and debris. The natural soil encountered below the fill consists primarily of lean clay with occasional clayey sand. The soil at depth consists of sand and gravel with occasional lean clay layers.

A description of the various materials encountered in the test pits and borings follows:

Debris - The debris consists of pieces of asphalt, glass, wood, metal and concrete with small amounts of soil. It is moist and gray.

Clayey Fill - The fill consists of lean clay and occasional clayey sand and gravel. It is moist to wet, brown to gray and contains occasional small debris (wood, metal, etc.).

The results of in-place moisture and density tests conducted on the clayey fill during the field study indicate that the areas tested have moisture contents ranging from 15 to 27 percent and dry densities ranging from 78 to 108 pounds per cubic foot (pcf) as measured with a nuclear density gauge.

Laboratory tests conducted on samples of the clayey fill indicate that it has moisture contents ranging from 18 to 24 percent.

Results of laboratory gradation and moisture/density relationship (Proctor) tests indicate that the fill has a maximum dry density of 110.5 pcf and an optimum moisture content of 13.0 percent as determined by ASTM D 1557. The results of the gradation and Proctor tests are presented on Figure 8.





**Granular Fill** - The granular fill consists of silty and clayey gravel with occasional sand and cobbles up to approximately 10 inches in size. It is moist to wet, brown to dark gray and contains occasional concrete debris.

The results of in-place moisture and density tests conducted on the granular fill during the field study indicate that the areas tested have moisture contents ranging from 8 to 12 percent and dry densities ranging from 99 to 122 pounds per cubic foot (pcf) as measured with a nuclear density gauge.

Laboratory tests conducted on a sample of the granular fill indicate that it has a moisture content of 7 percent.

Results of laboratory gradation and moisture/density relationship (Proctor) tests indicate that the fill has a maximum dry density of 128.6 pcf and an optimum moisture content of 8.8 percent as determined by ASTM D 1557. The results of the gradation and Proctor tests are presented on Figure 7.

**Lean Clay** - The clay contains small to moderate amounts of sand and occasional sand layers. It is soft to stiff, moist to wet, brown to dark gray and contains occasional roots and organics.

Laboratory tests conducted on samples of the clay indicate that it has natural moisture contents ranging from 22 to 34 percent and natural dry densities ranging from 83 to 97 pcf.

Unconfined compressive strengths of 865 and 1,295 pounds per square foot (psf) were measured for samples of the clay tested in the laboratory.

Consolidation tests conducted on samples of lean clay indicate that the clay will compress a small to moderate amount with the addition of light to moderate loads. Results of the consolidation tests are presented on Figures 10, 11 and 12.





Poorly-Graded Sand with Clay - The clay contains small to moderate amounts of clay and occasional lean clay layers. It is medium dense, moist to wet and brown to orangish brown.

Poorly-Graded Sand with Silt - The sand contains small to moderate amounts of silt and occasional thin clayey sand layers. It is medium dense, moist to wet and brown.

Poorly-Graded Sand - The sand contains small to moderate amounts of gravel and small amounts of clay and silt. It is medium dense to dense, moist to wet and brown.

Poorly-Graded Gravel - The gravel contains small to large amounts of sand and small amounts of clay and silt. It is medium dense to very dense, wet and brown to gray.

Laboratory tests conducted on a sample of the gravel indicate a natural moisture content of 9 percent and a natural dry density of 125 pcf.

Results of a gradation test conducted on a sample of the gravel are presented on Figure 9.

Results of laboratory tests are summarized on Table I and included on the logs of the test pits and borings.

#### **SUBSURFACE WATER**

Subsurface water was encountered in the borings and test pits at depths ranging from approximately 3 to 6½ feet below the existing ground surface when measured on June 6, 2011.





Slotted PVC pipe was installed in all the test pits and borings, with the exception of Test Pit TP-10, to facilitate future measurement of the subsurface water level. Fluctuations in the water level will occur over time. Water levels are expected to be highest in the spring and summer and lowest in the fall and winter months and may be influenced by the close proximity of the Ogden River. An evaluation of such fluctuations in the subsurface water level is beyond the scope of this report.

## PROPOSED CONSTRUCTION

We understand that the proposed development is planned to be a mixed-use development. The southwest portion of the development is planned for a townhome development. The structures are planned to be three-story, wood-frame buildings. Paved parking and access roads are planned to extend through the proposed townhome area.

The areas north of Park Boulevard and east of the proposed townhome development are planned for future mixed-use development. These areas will likely consist of light commercial, retail and multi-family residential development. We anticipate that buildings will consist of two to four-story, wood-frame slab-on-grade structures. Paved parking and access areas are planned to extend through the proposed future development.

We have assumed building loads will consist of wall loads up to 5 kips per lineal foot and column loads of up to 100 kips.

We have assumed two traffic conditions for pavement to be constructed through the proposed development. Traffic Condition No. 1 consists primarily of relatively light, passenger vehicles, occasional delivery trucks and two garbage trucks per week. Traffic Condition No. 2 consists of up to 2,000, relatively light, passenger vehicles and 5 delivery trucks per day and 5 busses and 2 garbage trucks per week.



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If the proposed construction, building loads or anticipated traffic is significantly different from what is described above, we should be notified to reevaluate the recommendations given.

## RECOMMENDATIONS

Based on the subsurface conditions encountered, laboratory test results and our understanding of the proposed construction, the following recommendations are given:

### A. Site Grading

Site grading plans were not available at the time of investigation. We anticipate that there will be minor amounts (less than 3 feet) of change in elevation at the site. Fill placed for the project should be placed as soon as possible prior to construction.

Topsoil, organics, unsuitable fill, debris, pavement materials and other deleterious materials should be removed from below proposed building areas.

#### 1. Existing Fill

Up to approximately 6½ feet of fill was encountered in the upper portion of the borings drilled and test pits excavated at the site. The fill varies in material type ranging from lean clay to silty and clayey gravel with small to moderate amounts of debris. Generally, the fill is low and erratic in density. The results of the field and laboratory tests conducted on the fill indicate that the fill is compacted to approximately 75 to 95 percent (average of 84 percent) of the maximum dry density as determined by ASTM D 1557.

Based on the subsurface conditions encountered at the site, the results of field and laboratory tests and the results of penetration resistance values obtained from the drilling, it is our professional opinion that the fill is not





suitable to support proposed structures or pavement. The fill should be removed from below proposed foundation areas and be replaced with properly compacted structural fill or the foundation support be extended through the unsuitable fill down to suitable bearing material.

Ideally, the unsuitable fill would be removed from below proposed floor slab and pavement areas and be replaced with properly moisture conditioned and compacted fill. However, if the owner is willing to accept some risk of floor slab and pavement distress due to differential densification of the existing fill, a portion of the fill could be left below floor slabs and pavement areas. If a portion of the existing fill is left in-place, we recommend that at least the upper 2 feet of this be removed and replaced with properly compacted structural fill below the proposed floor slab and pavement areas. The risk of potential floor slab and pavement distress may be further reduced by removing and replacing increased amounts of the existing fill.

The existing fill, exclusive of organics, debris and over-sized particles, may be considered for reuse as fill below floor slabs and pavement areas if the material is properly moisture conditioned and compacted. Recommendations for fill material are included in the Materials section of this report.

2. Pavement Subgrade Preparation

Prior to placing site grading fill or base course, the topsoil, organics, unsuitable fill, debris and other deleterious material should be removed from below proposed pavement areas.

The subgrade in proposed pavement areas and areas to receive site grading fill should be proof-rolled to identify soft areas. Soft areas should be removed and replaced with gravel containing less than 15 percent passing the No. 200





sieve. If the subgrade is very moist to wet, the subgrade should not be proof-rolled, but cut to undisturbed natural soil below the topsoil or fill and a sufficient thickness of gravel placed to provide construction equipment access.

Construction equipment access difficulties can be expected when the subgrade consists of fine-grained soil and is very moist to wet. Placement of 1 to 2 feet of gravel will provide limited support for moderately loaded rubber-tired construction equipment and facilitate pavement construction during times when the subgrade consists of very moist to wet clay. A support fabric may be placed between the clay and gravel to facilitate construction.

3. Excavation

Excavation at the site can be accomplished with typical excavation equipment. Consideration should be given to using excavation equipment with a flat cutting edge when excavating for building foundations to minimize disturbance of the bearing soil.

Excavations that extend below the free water level should be dewatered. The water level should be maintained below the base of the excavation during initial fill and concrete placement. Free-draining gravel with less than 5 percent passing the No. 200 sieve should be used for fill or backfill below the original water level.





**4. Materials**

Listed below are materials recommended for imported structural fill.

Fill to Support	Recommendations
Footings	Non-expansive granular soil Passing No. 200 Sieve < 35% Liquid Limit < 30% Maximum size 4 inches
Floor Slab (Upper 4 inches)	Sand and/or Gravel Passing No. 200 Sieve < 5% Maximum size 2 inches
Slab Support	Non-expansive granular soil Passing No. 200 Sieve < 50% Liquid Limit < 30% Maximum size 6 inches

Material placed as fill to support structures should be non-expansive granular soil. The on-site clay and existing clayey fill are not recommended for use as fill below structures but may be used as site grading fill, below pavement areas or as utility trench backfill if the topsoil, organics and other deleterious material are removed or they may be used in landscape areas. The on-site gravel and granular fill meeting the criteria above may be considered for use as structural fill.

The on-site soil is generally moist to wet and will likely require drying prior to use as fill. Drying of the soil may not be practical during cold or wet times of the year.

Free-draining gravel with less than 5 percent passing the No. 200 sieve should be used as fill or backfill below the original water level.





**5. Compaction**

Compaction of materials placed at the site should equal or exceed the minimum densities as indicated below when compared to the maximum dry density as determined by ASTM D1557.

<u>Fill To Support</u>	<u>Compaction</u>
Foundations	≥ 95%
Concrete Slabs and Pavement	≥ 90%
Landscaping	≥ 85%
Retaining Wall Backfill	85 - 90%

To facilitate the compaction process, fill should be compacted at a moisture content within 2 percent of the optimum moisture content.

Base course should be compacted to at least 95 percent of the maximum dry density as determined by ASTM D1557.

Fill and pavement materials placed for the project should be frequently tested during construction for compaction. Fill should be placed in thin enough lifts to allow for proper compaction.

**6. Drainage**

The ground surface surrounding the proposed buildings should be sloped away from the buildings in all directions. Roof downspouts and drains should discharge beyond the limits of backfill.

The collection and diversion of drainage away from the pavement surface is important to the satisfactory performance of the pavement section. Proper drainage should be provided.





**B. Foundations****1. Bearing Material**

With the proposed construction and the subsurface conditions encountered, the buildings may be supported on spread footings bearing on the undisturbed natural soil or on compacted structural fill extending down to the undisturbed natural soil. Structural fill should extend out away from the edge of the footings at least a distance equal to the depth of fill beneath footings.

Unsuitable fill, topsoil, organics and other deleterious materials should be removed from below proposed foundation areas.

**2. Bearing Pressure**

Footings bearing on the undisturbed natural soil may be designed using an allowable net bearing pressure of 1,200 psf. Footings bearing on at least 2 feet of properly compacted structural fill extending down to the undisturbed natural soil or on at least 2 feet of undisturbed natural sand or gravel may be designed using an allowable net bearing pressure of 2,500 psf.

Footings should have a minimum width of 18 inches and a minimum depth of embedment of 10 inches.

**3. Temporary Loading Conditions**

The allowable bearing pressures indicated above may be increased by one-half for temporary loading conditions such as wind or seismic loads.

**4. Settlement**

Based on the subsurface conditions encountered and the assumed building loads, we estimate that total settlement for foundations designed and constructed as described above will be less than 1 inch. Differential settlement is estimated to be less than  $\frac{1}{4}$  inch.





5. Frost Depth

Exterior footings and footings beneath unheated areas should be placed at least 30 inches below grade for frost protection.

6. Foundation Base

The base of footing excavations should be cleared of loose or deleterious material prior to structural fill or concrete placement.

7. Construction Observation

A representative of the geotechnical engineer should observe footing excavations prior to structural fill or concrete placement.

C. Concrete Slab-on-Grade

1. Slab Support

Concrete slabs may be supported on the undisturbed natural soil or on compacted structural fill extending down to the natural undisturbed soil. Unsuitable fill, topsoil, organics and other deleterious materials should be removed from below proposed floor slabs.

2. Underslab Sand and/or Gravel

A 4-inch layer of free draining sand and/or gravel (less than 5 percent passing the No. 200 sieve) should be placed below the concrete slabs for ease of construction and to promote even curing of the slab concrete.

3. Vapor Barrier

A vapor barrier should be placed under the concrete floor if the floor will receive an impermeable floor covering. The barrier will reduce the amount of water vapor passing from below the slab to the floor covering.





**D. Lateral Earth Pressures**

1. Lateral Resistance for Footings

Lateral resistance for spread footings placed on the natural soil or on compacted structural fill is controlled by sliding resistance between the footing and the foundation soils. Friction values of 0.35 and 0.45 may be used in design for ultimate lateral resistance for footings placed on the undisturbed natural clay and natural gravel or structural fill extending down to the gravel, respectively.

2. Subgrade Walls and Retaining Structures

The following equivalent fluid weights are given for design of subgrade walls and retaining structures. The active condition is where the wall moves away from the soil. The passive condition is where the wall moves into the soil and the at-rest condition is where the wall does not move. The values listed below assume a horizontal surface adjacent the top and bottom of the wall.

Soil Type	Active	At-Rest	Passive
Clay & Silt	50 pcf	65 pcf	250 pcf
Sand & Gravel	40 pcf	55 pcf	300 pcf

3. Seismic Conditions

Under seismic conditions, the equivalent fluid weight should be increased by 33 pcf for active and at-rest conditions and decreased by 33 pcf for the passive condition. This assumes a short period spectral response acceleration of 1.40g for a 2 percent probability of exceedance in a 50-year period (IBC 2009).





4. Safety Factors

The values recommended above assume mobilization of the soil to achieve soil strength. Conventional safety factors used for structural analysis for such items as overturning and sliding resistance should be used in design.

E. Seismicity, Faulting and Liquefaction

1. Seismicity

Listed below is a summary of the site parameters for the 2009 International Building Code:

a.	Site Class	D
b.	Short Period Spectral Response Acceleration, $S_s$	1.40g
c.	One Second Period Spectral Response Acceleration, $S_1$	0.57g

2. Faulting

There are no mapped active faults extending through the project site. The closest mapped fault considered active is the Wasatch Fault located approximately 2 miles northeast of the site (Black and others, 2003).

3. Liquefaction

The site is located in an area mapped as having a "high" potential for liquefaction (Anderson and others, 1994). Research indicates that the soil type most susceptible to liquefaction during a large magnitude earthquake is loose, clean sand. The liquefaction potential for soil tends to decrease with an increase in fines content and density.

A site specific evaluation of the liquefaction potential at the site was conducted in conjunction with this study. The subsurface soil encountered





at the site to the maximum depth investigated, approximately 30 feet, consists of clay, sand and gravel layers. Subsurface water was encountered at depths ranging from approximately 3 to 6 ½ feet below the existing ground surface.

Based on the subsurface conditions encountered to the depth investigated and the results of the site specific liquefaction analysis, it is our professional opinion that approximately 1 inch or less of settlement will occur during an IBC 2009 design seismic event. The project structural engineer should consider the potential for liquefaction at the site.

**F. Water Soluble Sulfates**

One sample of the natural soil was tested in the laboratory for water soluble sulfate content. Test results indicate there is less than 0.1 percent water soluble sulfate in the sample tested. Based on the results of the test and published literature, the natural soil possesses a negligible sulfate attack potential on concrete. No special cement type is needed for concrete placed in contact with the natural soil. Other conditions may dictate the type of cement to be used in concrete for the project.

**G. Pavement**

Based on the subsoil conditions encountered, laboratory test results and the assumed traffic as indicated in the Proposed Construction section of the report, the following pavement support recommendations are given:

**1. Subgrade Support**

We anticipate that the subgrade material will consist of clay. We have assumed a California Bearing Ratio (CBR) value of 3 percent which assumes a clay subgrade.





## 2. Pavement Thickness

Based on the subsurface conditions encountered at the site, the anticipated traffic as described in the Proposed Construction section of this report, a design life of 20 years for flexible pavement and 30 years for rigid pavement and methods presented by the Utah Department of Transportation, the following pavement sections are calculated:

Traffic Condition	<u>Rigid Pavement</u>	<u>Flexible Pavement</u>		
	Portland Cement Concrete Thickness	Asphaltic Concrete Thickness	Base Course Thickness	Granular Borrow Thickness
No. 1	5"	3"	6"	—
No. 2	5"	3"	10"	—
	—	3"	6"	6"

The near surface soil consists predominantly of natural lean clay and clayey fill. Granular borrow may be needed to provide equipment access and to facilitate construction of the pavement section when the subgrade is very moist to wet.

## 3. Pavement Materials and Construction

### a. Flexible Pavement (Asphaltic Concrete)

The pavement materials should meet the specifications for the applicable jurisdiction. Other materials may be considered for use in the pavement section. The use of other materials may result in the need for different pavement material thicknesses.

### b. Rigid Pavement (Portland Cement Concrete)

The rigid pavement thickness assumes that the pavement will have aggregate interlock joints and that a concrete shoulder or curb will be provided.





The pavement materials should meet the specifications for the applicable jurisdiction. The pavement thickness indicated above assumes that the concrete will have a 28-day compressive strength of 4,000 pounds per square inch. Concrete should be air entrained with approximately 6 percent air. Maximum allowable slump will depend on the method of placement but should not exceed 4 inches.

4. Jointing

Joints for concrete pavement should be laid out in a square or rectangular pattern. Joint spacings should not exceed 30 times the thickness of the slab. The joint spacings indicated should accommodate the contraction of the concrete and under these conditions steel reinforcing will not be required. The joints should be approximately one-fourth of the slab thickness.




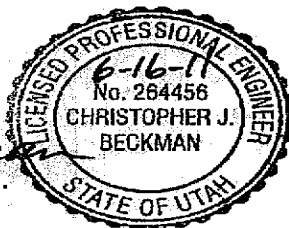


**LIMITATIONS**

This report has been prepared in accordance with generally accepted soil and foundation engineering practices in the area for the use of the client for design purposes. The conclusions and recommendations included within the report are based on the information obtained from the test pits excavated and borings drilled at the approximate locations indicated on Figure 1 and the data obtained from laboratory testing. Variations in the subsurface conditions may not become evident until additional exploration or excavation is conducted. If the subsurface conditions or groundwater level is found to be significantly different from what is described above, we should be notified to reevaluate the recommendations given.

APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

  
Christopher J. Beckman, P.E.



  
Reviewed by Douglas R. Hawkes, P.E., P.G.

CJB/dc



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#### REFERENCES

Anderson, L.R., Keaton, J.R., and Bay, J., 1994; Liquefaction Potential Map for Weber County, Utah; Utah Geological Survey Contract Report 94-1.

Black, B.D., Hecker, S., Hylland, M.D., Christenson, G.E., and McDonald, G.N., 2003; Quaternary fault and fold database and map of Utah; Utah Geological Survey Map 193DM.

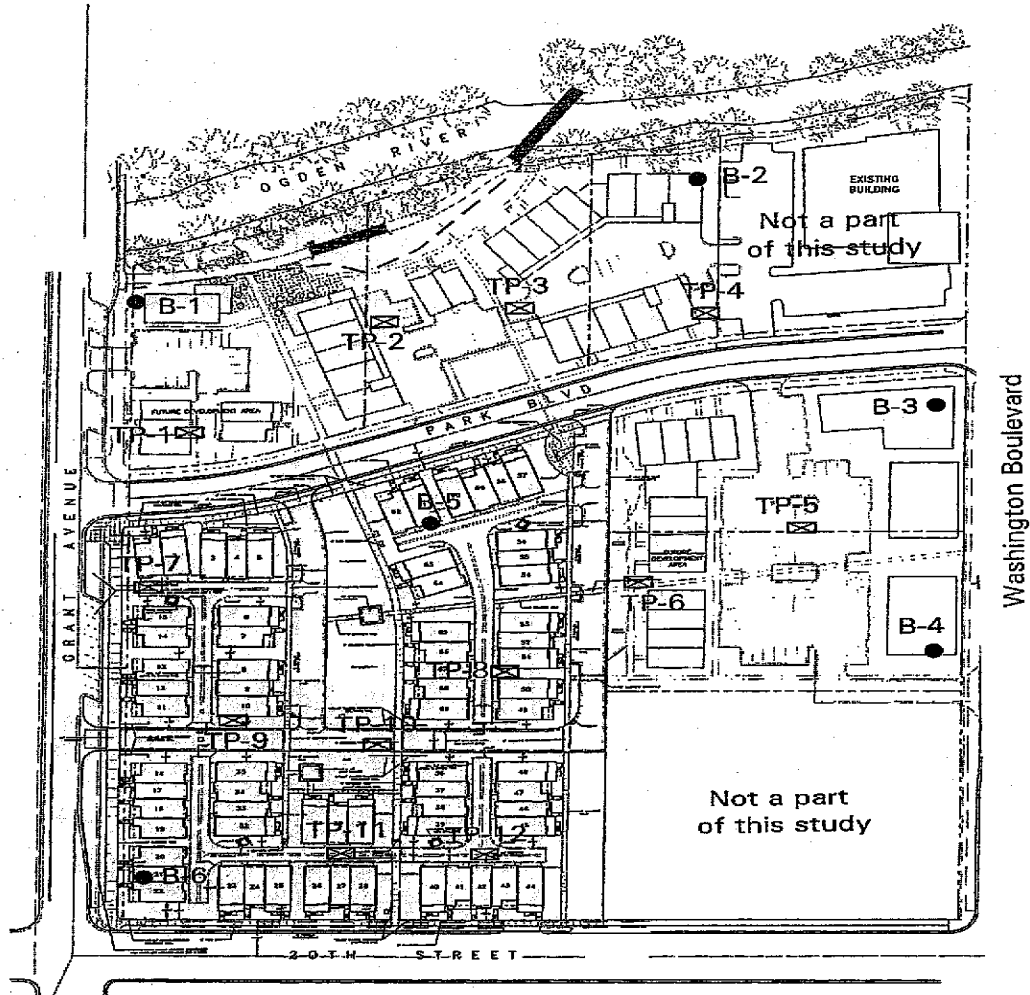
International Building Code, 2009; International Code Council, Inc., Falls Church, Virginia.



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OGDEN RIVER MIXED-USE DEVELOPMENT  
20TH STREET AND GRANT AVENUE  
OGDEN, UTAH

0 100 200 300 feet  
Approximate Scale

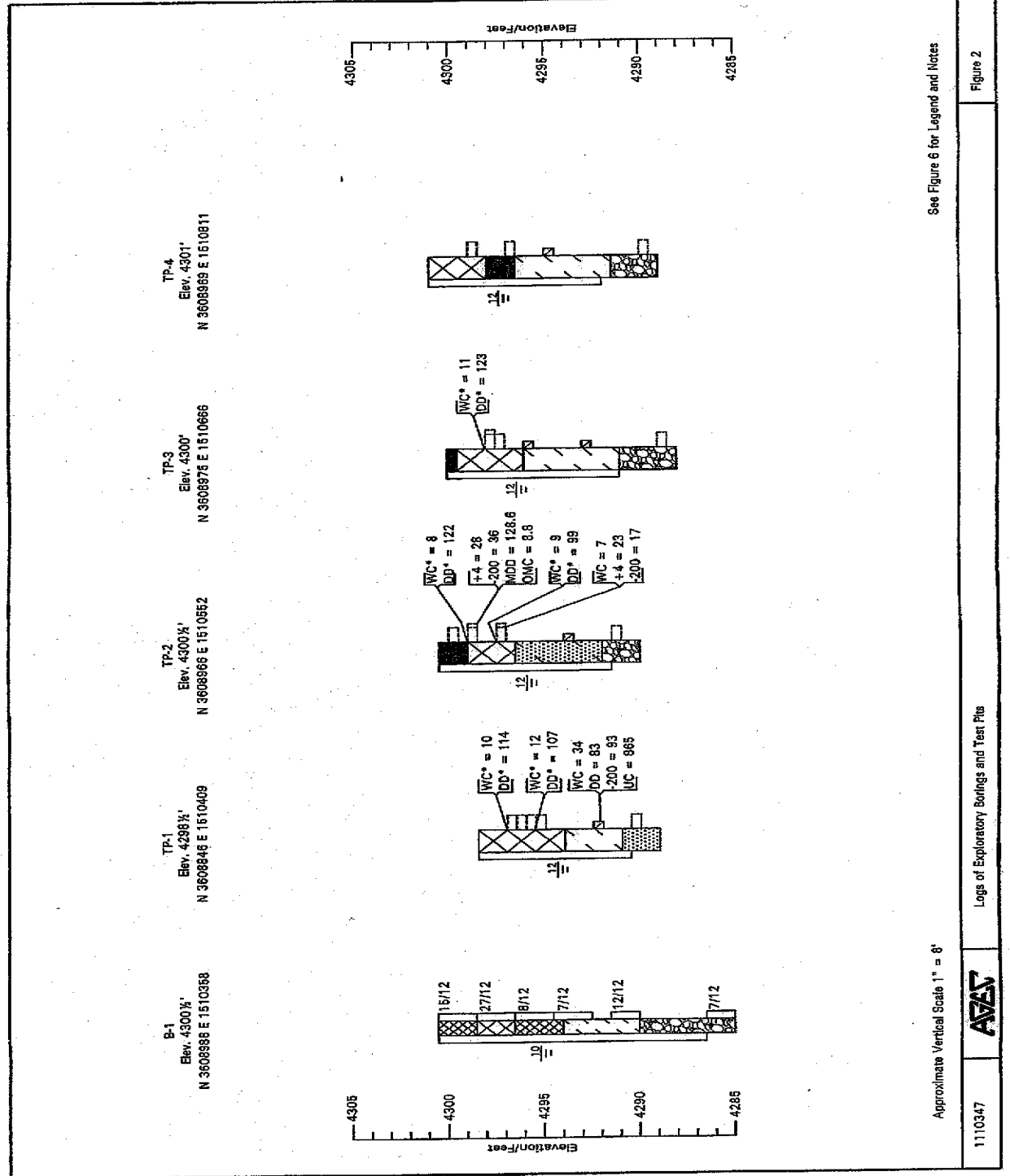
1110347



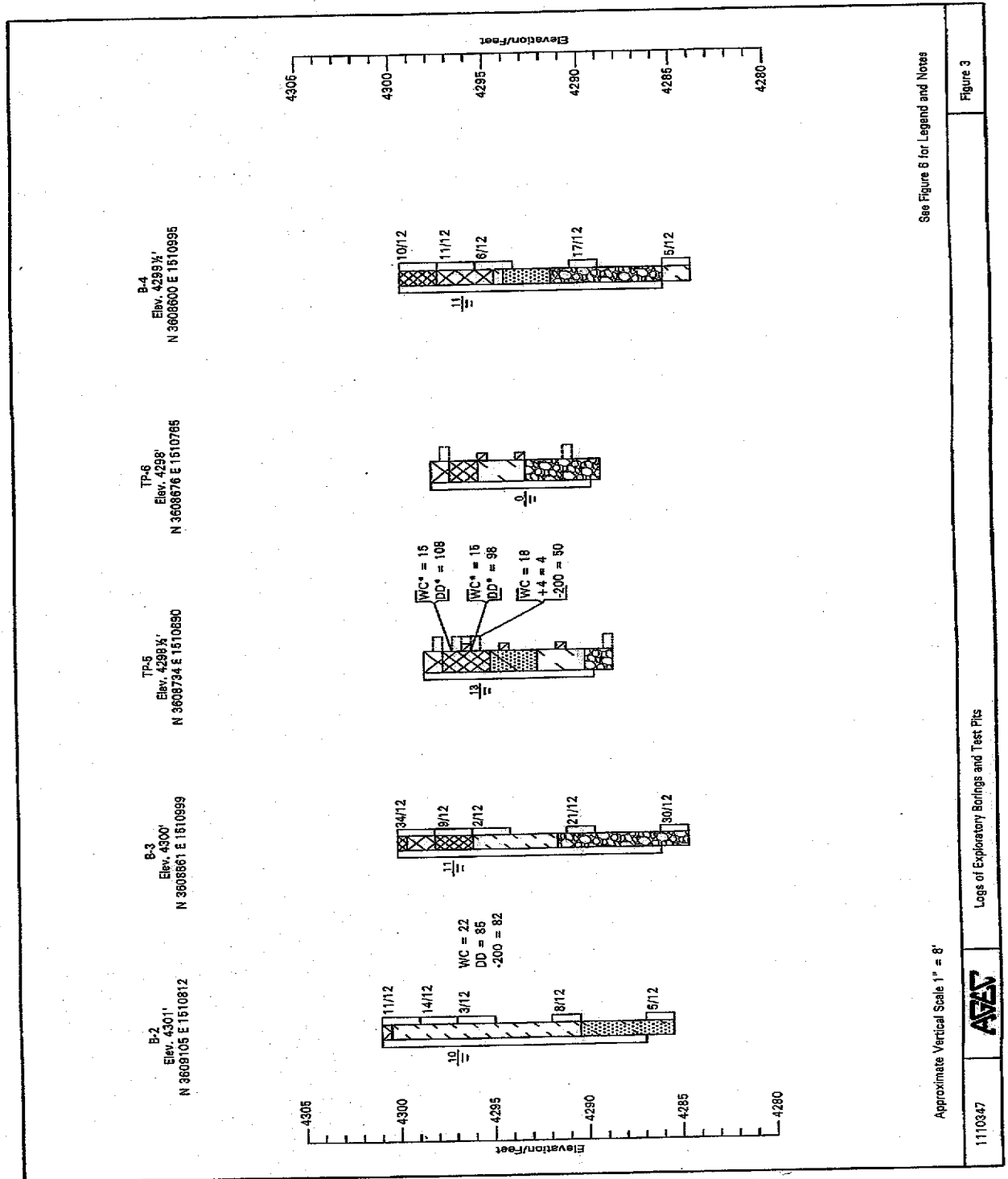
Locations of Exploratory Borings and Test Pits

Figure 1

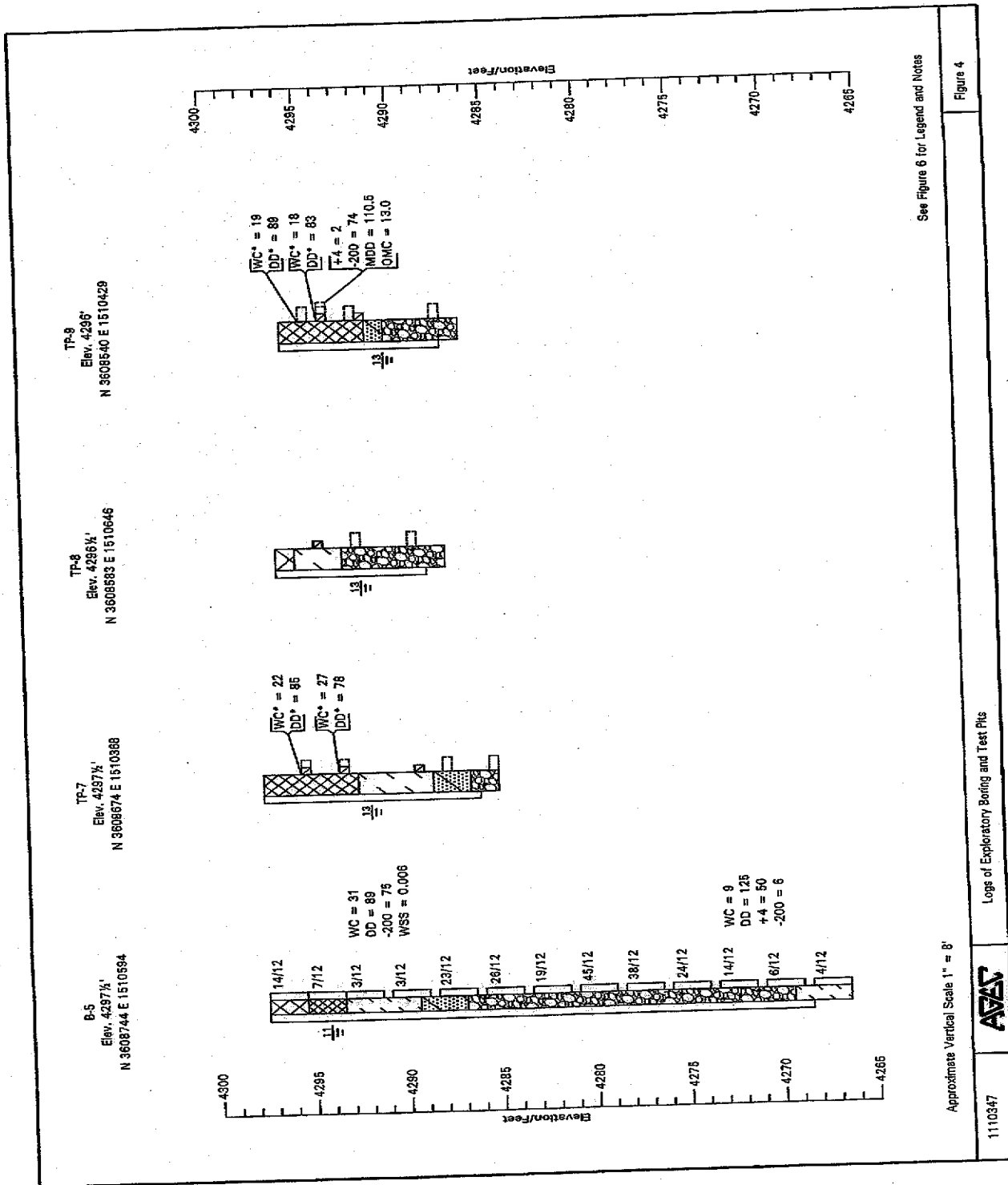












See Figure 6 for Legend and Notes

Figure 4

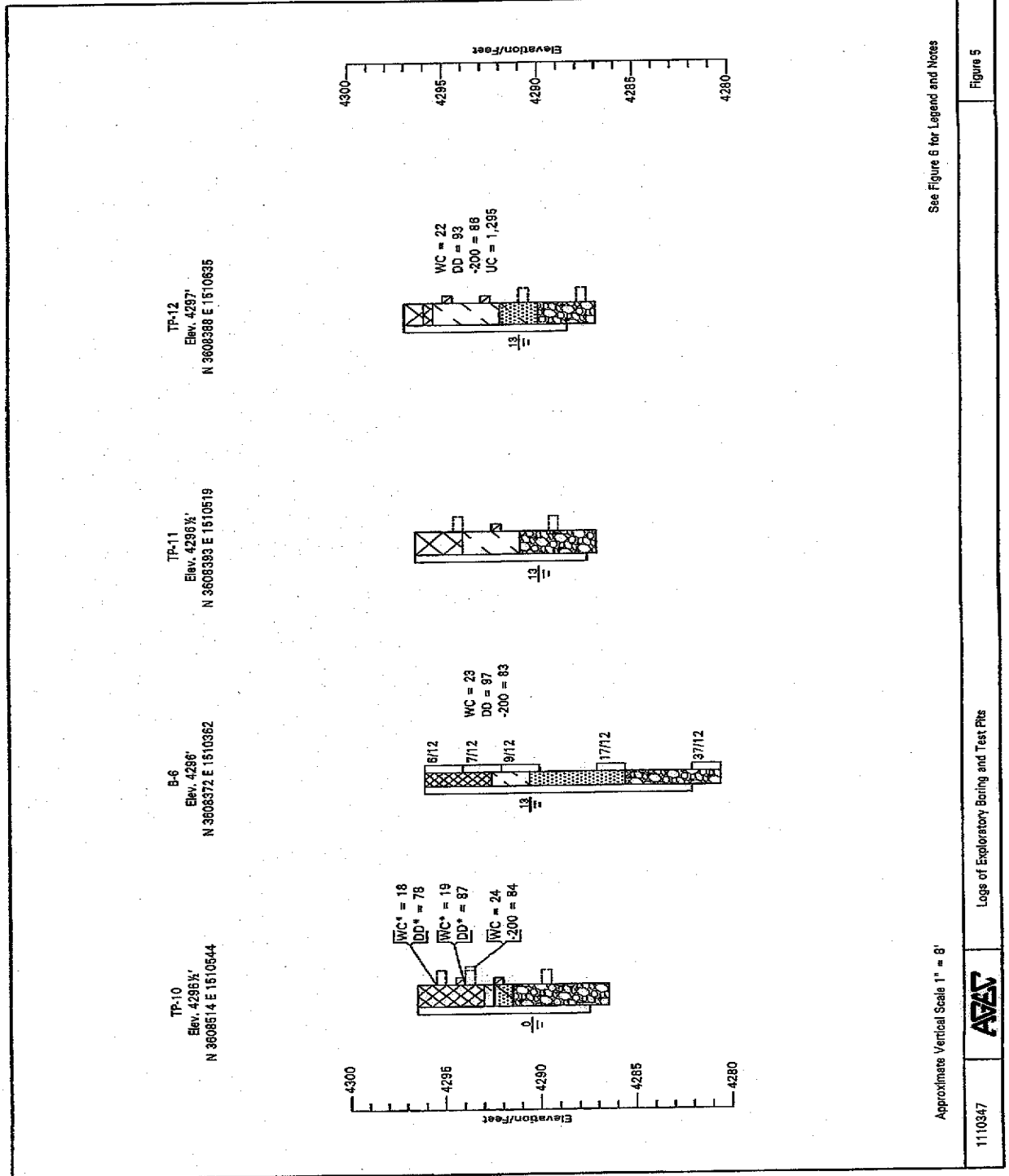
Approximate Vertical Scale 1" = 8'

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Logs of Exploratory Boring and Test Pits







LEGEND:

Debris: pieces of asphalt, glass, wood, metal and concrete, small amount of soil, moist, gray.

Fill: lean clay, occasional clayey sand and gravel, moist to wet, brown to gray, occasional small debris (wood, metal and etc.).

Fill: silty and clayey gravel, occasional sand and cobbles up to approximately 10 inches in size, moist to wet, occasional concrete debris, brown to dark gray.

Lean Clay (CL): small to moderate amounts of sand, occasional sand layers, soft to stiff, moist to wet, brown to dark gray, occasional roots and organics.

Poorly Graded Sand with Clay (SP-SC): small to moderate amounts of clay, occasional clay layers, medium dense, moist to wet, brown to orangish brown.

Poorly Graded Sand with Silt (SP-SM): small to moderate amounts of silt, occasional thin clayey sand layers, medium dense, moist to wet, brown.

Poorly Graded Sand (SP): small to large amounts of gravel, small amounts of clay and silt, medium dense to dense, moist to wet, brown.

Poorly Graded Gravel (GP): small to large amounts of sand, small amounts of clay and silt, medium dense to very dense, wet, brown to gray.

10/12 California Drive sample taken. The symbol 10/12 indicates that 10 blows from a 140 pound automatic hammer falling 30 inches were required to drive the sampler 12 inches.

Indicates relatively undisturbed hand drive sample taken.

Indicates disturbed sample taken.

Indicates sited 1 1/2 inch PVC pipe installed in the boring/test pit to the depth shown.

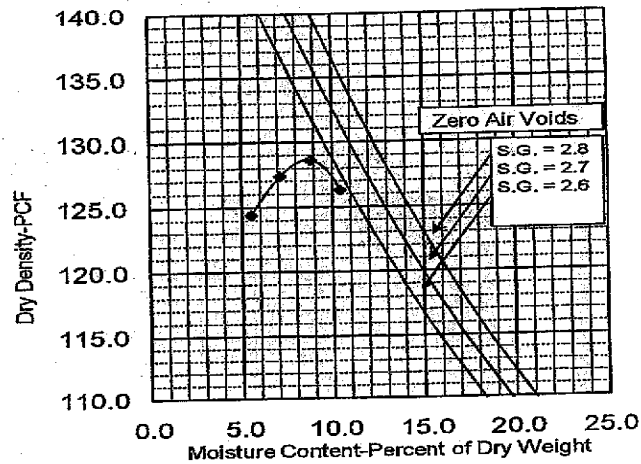
13 Indicates the depth to free water and the number of days after drilling/excavation the measurement was taken.

NOTES:

1. The borings were drilled on May 26 and 27, 2011 with 8-inch diameter hollowstem auger. The test pits were excavated on May 24 and 25, 2011 with a rubber-tired backhoe.
2. Elevations and locations of the borings and test pits were measured by survey (Gardner Engineering).
3. The boring and test pit locations and elevations should be considered accurate only to the degree implied by the method used.
4. The lines between the materials shown on the boring and test pit logs represent the approximate boundaries between material types and the transitions may be gradual.
5. Water level readings shown on the logs were made at the time and under the conditions indicated. Fluctuations in the water level may occur with time.
6. WC = Water Content (%);  
DD = Dry Density (pcf);  
+4 = Percent Retained on No. 4 Sieve;  
-200 = Percent Passing No. 200 Sieve;  
UC = Unconfined Compressive Strength (psf);  
WSS = Water Soluble Sulfates (%);  
WC\* = Water Content Measured in the Field with Nuclear Density Gauge (%);  
DD\* = Dry Density Measured in the Field with Nuclear Density Gauge (pcf);  
MDD = Maximum Dry Density as determined by ASTM D 1557 (pcf);  
OMC = Optimum Moisture Content as determined by ASTM D 1557 (%).



**APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, Inc.**  
Moisture - Density Relationship, Gradation, & Classification Results



**SAMPLE IDENTIFICATION**

Project Name: Ogden River Development  
Project No. 1110347  
Sample No. 10667  
Sample Location: TP-2, 1.5'  
Date Sampled: -  
Sampled By: -

**PROCTOR RESULTS**

Maximum Dry Density 128.6 pcf  
Optimum Moisture 8.8%

**SAMPLE DESCRIPTION**  
Fill; Clayey Sand with Gravel

**GRADATION RESULTS**

Sieve Designation	Sieve Opening Size (mm)	Percent Passing (%)	Project Specification (%)
5"	127	100	-
3"	76.2	100	-
1 1/2"	38.1	91	-
3/4"	19.1	83	-
3/8"	9.52	77	-
#4	4.76	72	-
#8	2.38	69	-
#16	1.19	65	-
#30	0.59	60	-
#50	0.297	49	-
#100	0.149	41	-
#200	0.074	36	-
GRAVEL		SAND	SILT & CLAY
28%		36%	36%

**TESTING INFORMATION**

Date Tested: 06/07/11  
Tested By: BS  
Reviewed By: KBB  
Test Procedure: ASTM D1557 C  
Specific Gravity: Assumed 2.6

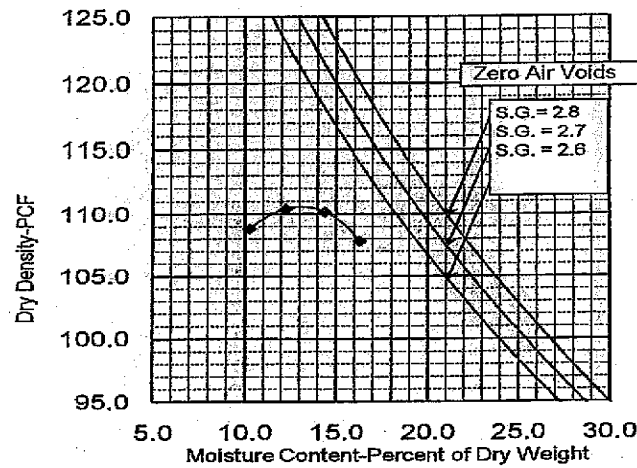
**ATTERBERG DATA**

Plasticity Determined by ASTM D 2488

Figure 7



**APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, Inc.**  
Moisture - Density Relationship, Gradation, & Classification Results



**SAMPLE IDENTIFICATION**

Project Name: Ogden River Dev.

Project No. 1110347

Sample No. 10668

Sample Location: TP-9 @ 2'

Date Sampled: -

Sampled By: -

**TESTING INFORMATION**

Date Tested: 06/07/11

Tested By: BS

Reviewed By: KBB

Test Procedure: ASTM D1557 A

Specific Gravity: Not Used

**ATTERBERG DATA**

Plasticity Determined by ASTM D 2488

**PROCTOR RESULTS**

Maximum Dry Density

110.5 pcf

Optimum Moisture

13%

**SAMPLE DESCRIPTION**

Fill; Lean Clay with Sand

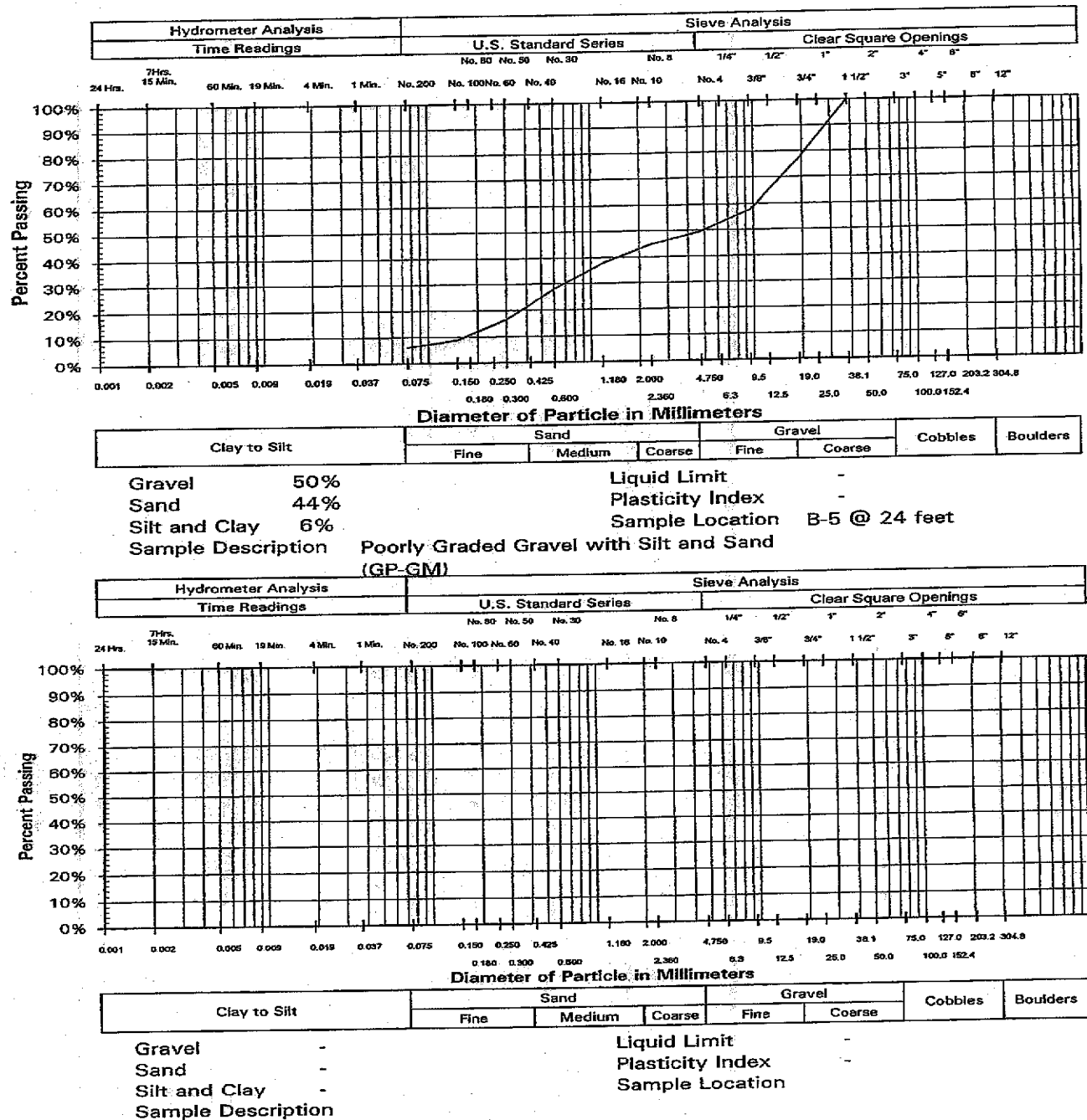
**GRADATION RESULTS**

Sieve Designation	Sieve Opening Size (mm)	Percent Passing (%)	Project Specification (%)
5"	127	100	-
3"	76.2	100	-
1 1/2"	38.1	100	-
3/4"	19.1	99	-
3/8"	9.52	99	-
#4	4.76	98	-
#8	2.38	98	-
#16	1.19	97	-
#30	0.59	95	-
#50	0.297	90	-
#100	0.149	82	-
#200	0.074	74	-
GRAVEL		SAND	SILT & CLAY
2%		24%	74%

Figure 8



# APPLIED GEOTECHNICAL ENGINEERING CONSULTANTS, INC.

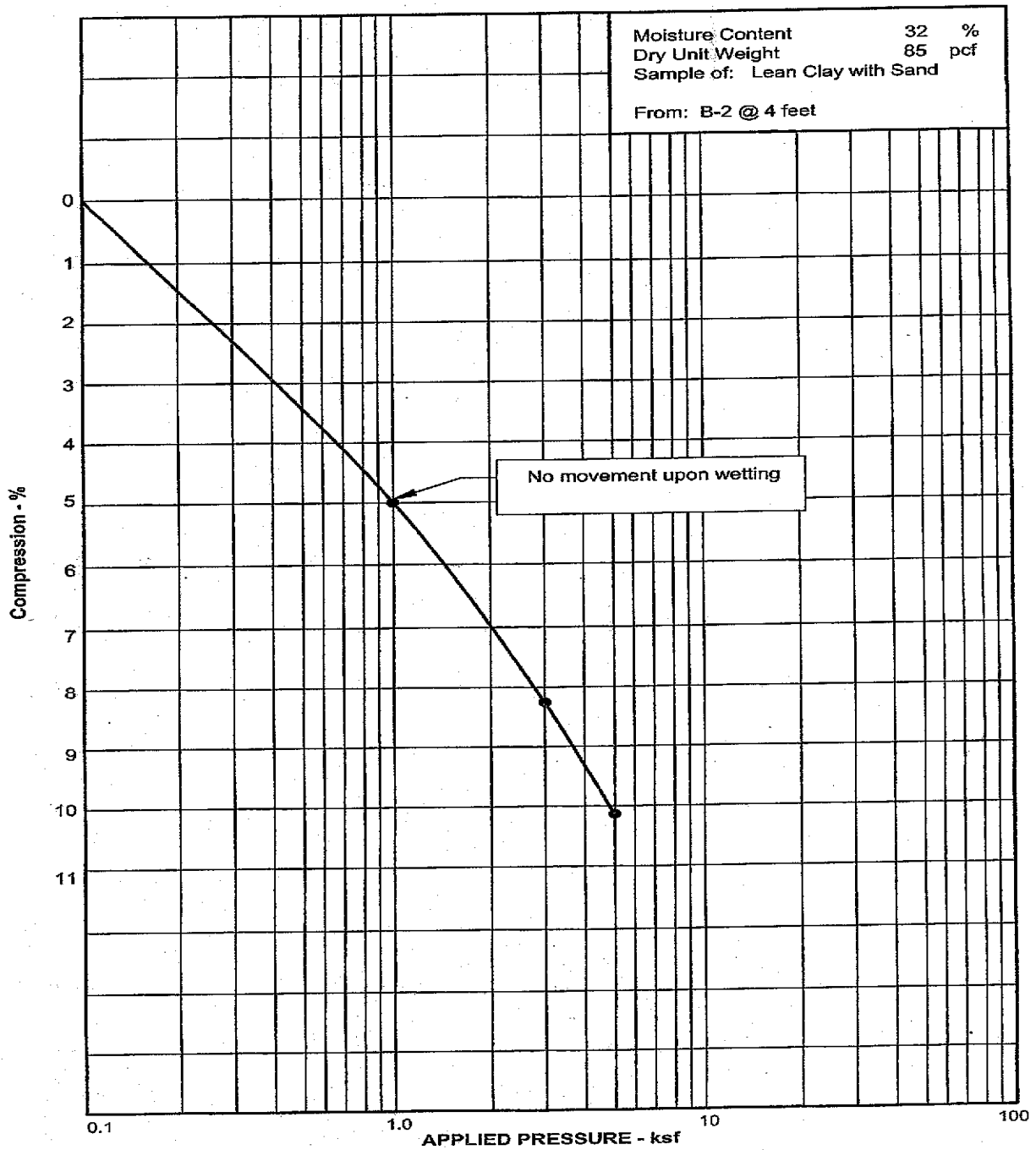


Project No. 1110347

## GRADATION TEST RESULTS

Figure 9





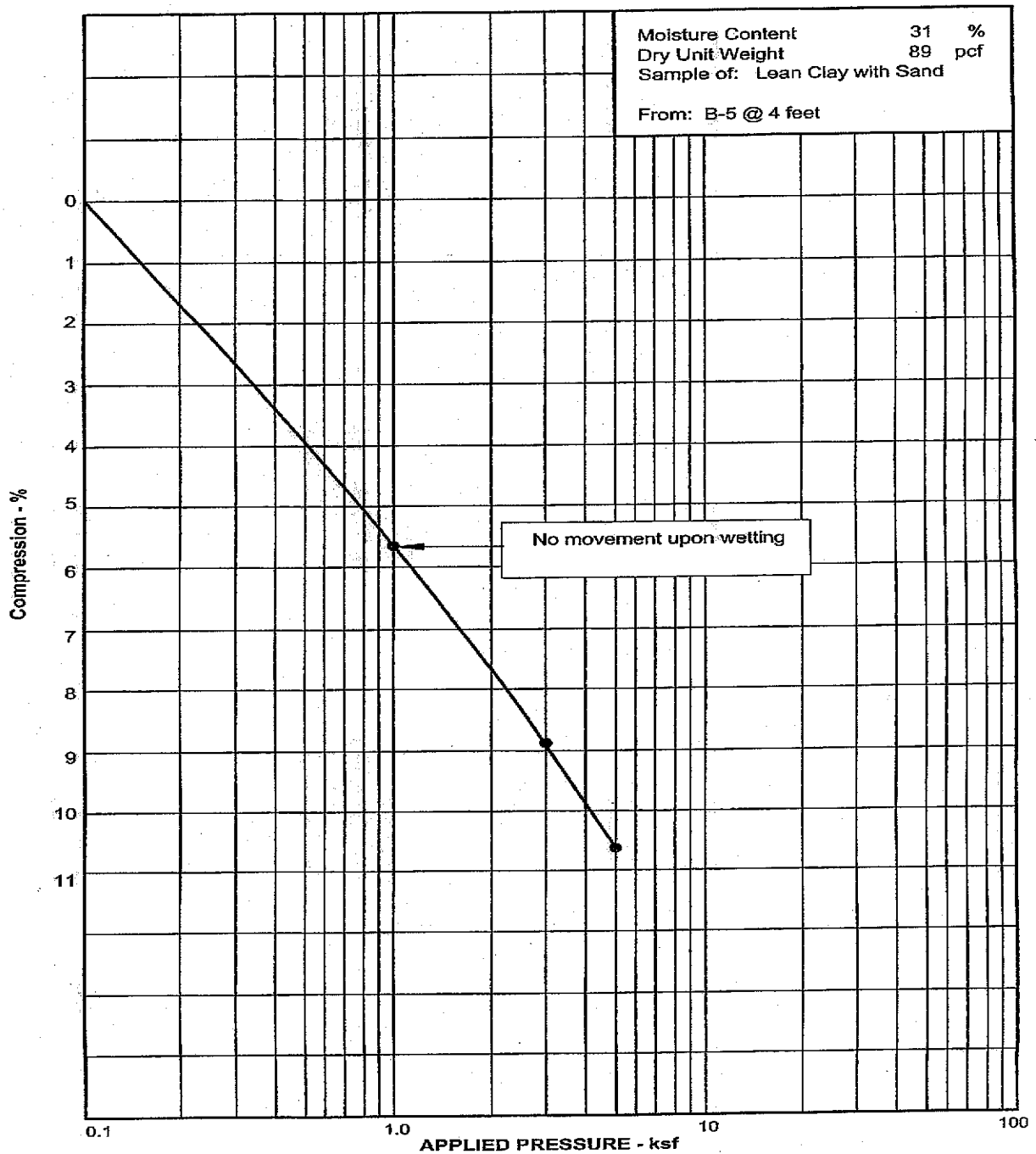
Project No. 1110347

CONSOLIDATION TEST RESULTS

Figure 10



Applied Geotechnical Engineering Consultants, Inc.



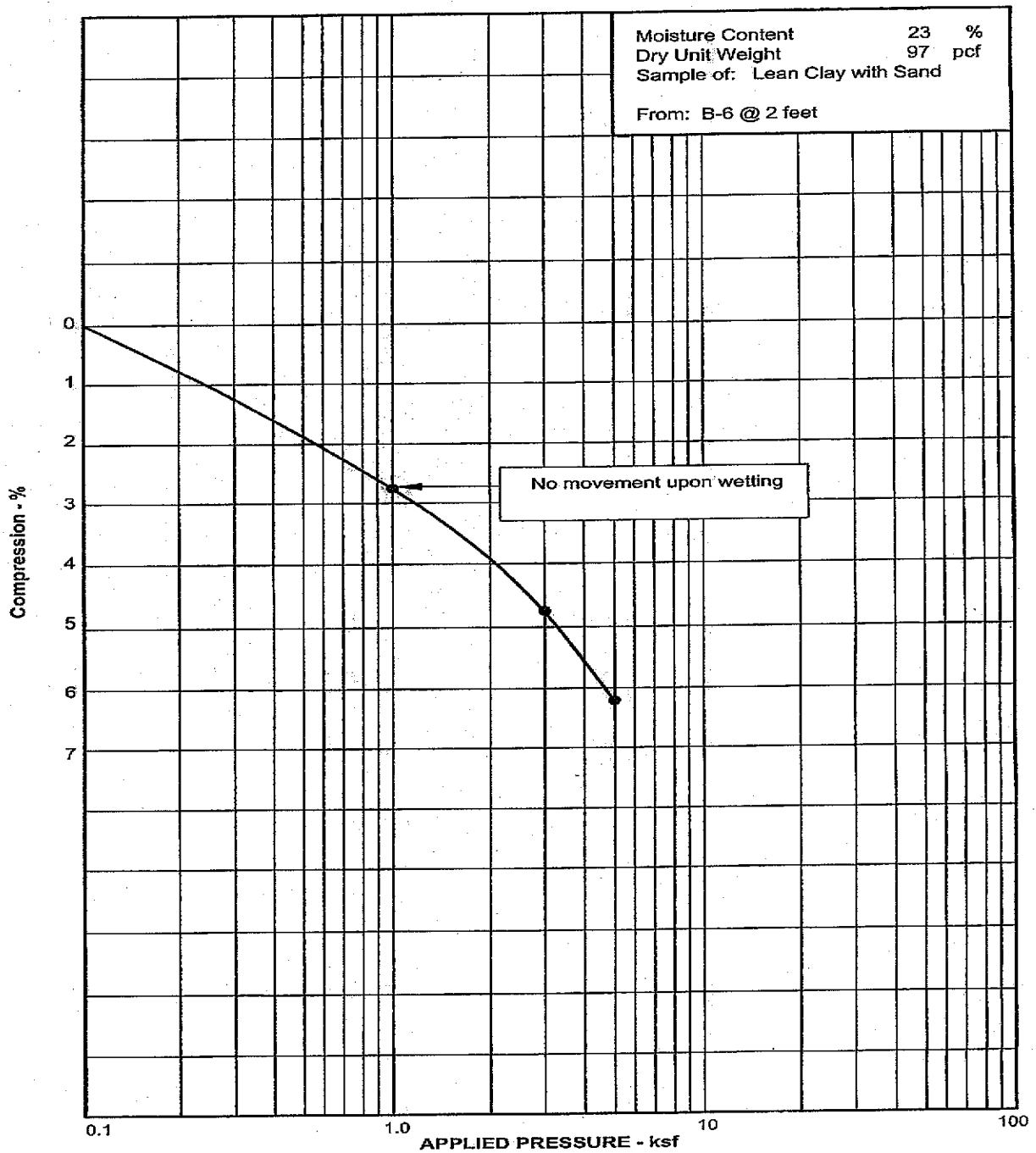
Project No. 1110347

CONSOLIDATION TEST RESULTS

Figure 11



Applied Geotechnical Engineering Consultants, Inc.



Project No. 1110347

CONSOLIDATION TEST RESULTS

Figure 12



TABLE I

SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER 1110347

SAMPLE LOCATION		MOISTURE CONTENT (%)	DRY DENSITY (PCF)	GRADATION			MODIFIED PROCTOR		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (%)	SAMPLE CLASSIFICATION
BORING/TEST PIT	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/CLAY (%)	MAXIMUM DRY DENSITY (PCF)	OPTIMUM MOISTURE CONTENT (%)			
TP-1	2½	*10	*114								Fill; Clayey Gravel with Sand
	3	*12	*107								Fill; Clayey Gravel with Sand
	6	34	83			93			865		Lean Clay (CL)
TP-2	1½	*8	*122								Fill; Clayey Gravel with Sand
	1½-2			28	36	36	128.6	8.8			Fill; Clayey Sand with Gravel
	3	*9	*99								Fill; Silty Gravel with Sand
TP-3	3	7		23	60	17					Fill; Silty Gravel with Sand
	2	*11	*123								Fill; Silty Gravel with Sand
	4	32	85			82					Lean Clay with Sand (CL)
TP-5	1½	*15	*108								Fill; Clayey Gravel with Sand (CL)
	2½	*15	*98								Fill; Sandy Lean Clay
	2½	18		4	46	50					Fill; Clayey Sand
B-5	4	31	89			78				0.006	Lean Clay with Sand (CL)
	24	9	125	50	44	6					Poorly Graded Gravel with Silt and Sand (GP-GM)

\*Indicates measurement obtained in the field with a nuclear density gauge.



TABLE 1

SUMMARY OF LABORATORY TEST RESULTS

PROJECT NUMBER 1110347

SAMPLE LOCATION		MOISTURE CONTENT (%)	DRY DENSITY (PCF)	GRADATION			MODIFIED PROCTOR		UNCONFINED COMPRESSIVE STRENGTH (PSF)	WATER SOLUBLE SULFATE (%)	SAMPLE CLASSIFICATION
BORING/TEST PIT	DEPTH (FEET)			GRAVEL (%)	SAND (%)	SILT/CLAY (%)	MAXIMUM DRY DENSITY (PCF)	OPTIMUM MOISTURE CONTENT (%)			
TP-7	2	*22	*85								Fill; Lean Clay with Sand
	4	*27	*78								Fill; Lean Clay with Sand
TP-9	1	*19	*89								Fill; Lean Clay with Sand
	2	*18	*83								Fill; Lean Clay with Sand
	2-2½			2	24	74	110.5	13.0			Fill; Lean Clay with Sand
TP-10	1	*18	*78								Fill; Sandy Lean Clay
	2½	*19	*87								Fill; Sandy Lean Clay
	2½	24				84					Fill; Lean Clay with Sand
B-6	2	23	97			83					Lean Clay with Sand (CL)
TP-12	2	22	93			86			1,295		Lean Clay (CL)

\*Indicates measurement obtained in the field with a nuclear density gauge.