CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

NORTH SALT LAKE PLANNING COMMISSION
NOTICE & AGENDA
May 14, 2019
6:30 p.m.

Notice is given of a public meeting of the North Salt Lake Planning Commission to be held on the above noted date and time in the North Salt Lake City Council chambers located at 10 East Center Street. The agenda will be as follows:

Welcome, Pledge, and Introduction

1) Public comments

2) Public Hearing-Consideration of a Plat Amendment to the North Salt Lake City Center Subdivision, Lot 57 located at 45 East Center Street, for the purpose of dividing the commercial structure into individual commercial condominiums, Brighton Development Utah, applicant *(administrative action)*

3) Consideration of an application to Rezone property located at 378 East Odell Lane from Residential-Multifamily (RM-7) to P-District and development agreement for Orchard Grove Townhomes, Brighton Development Utah, applicant *(legislative action)*

4) Consideration of a Subdivision Preliminary Plan approval for Orchard Grove Townhomes located at 378 East Odell Lane, Brighton Development Utah, applicant *(administrative action)*

5) Consideration of an Amendment to the Conditional Use Permit for Pine Terrace Apartments for the conversion of an accessory structure into a dwelling unit, located at 4247 South Highway 89, Restore Utah, applicant *(administrative action)*

6) Consideration of an application for a Conditional Use Permit for Gold Ridge Design an auto, rv, and marine upholstery shop, William Simmons, applicant *(administrative action)*

7) Consideration of a General Development Plan for The Winnie, Phase 2, located at approximately 650 North Orchard Drive, CW Land, applicant (Continued from 3/26/2019 Public Hearing) *(administrative action)*

8) Consideration of an application to Rezone property located at 24 West 150 North from Residential-Multifamily (R1-7) to P-District and development agreement for Hepworth Townhomes, Knowlton General, applicant *(legislative action)*

9) Consideration of an application for a Site Plan approval for Hepworth Townhomes located at 24 West 150 North, Knowlton General, applicant *(administrative action)*

10) Report on City Council actions on items recommended by Planning Commission

11) Approval of minutes: April 9, 2019

Adjourn

The public is invited to attend all Planning Commission meetings. If you need special accommodations to participate in the Planning Commission meeting, please call the City offices at (801) 335-8700. Please provide at least 24 hours notice for adequate arrangements to be made. Times noted on the agenda are estimates only – the Commission may proceed faster or slower than these estimates indicate.

Notice of Posting:
I, the duly appointed recorder for the City of North Salt Lake, hereby certify that the foregoing agenda was posted on the Utah Public Notice website, at city hall, and sent to the required newspapers this _____ day of _____, 20___.

Dated this ____ day of _____, 20___.

_____

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: May 14, 2019

SUBJECT: Plat Amendment to NSL City Center PUD at 45 East Center Street

---

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the plat amendment to NSL City Center PUD, creating the North Salt Lake-City Center Condominiums at 45 East Center Street with no conditions.

BACKGROUND

The proposed amendment creates a condominium plat for the approved commercial structure of the NSL City Center PUD lot 57. There are no changes to the development agreement, P-District, or any exterior features of the development. The change permits the developer to sell individual commercial units of the building. The proposed amendment meets the minimum standards for the P-District Zone and subdivision ordinance.

Under the current City Subdivision ordinance, plat amendments require a public hearing, although they are not required by state code. No public right of way or public easement is affected by the proposed amendment to the plat.

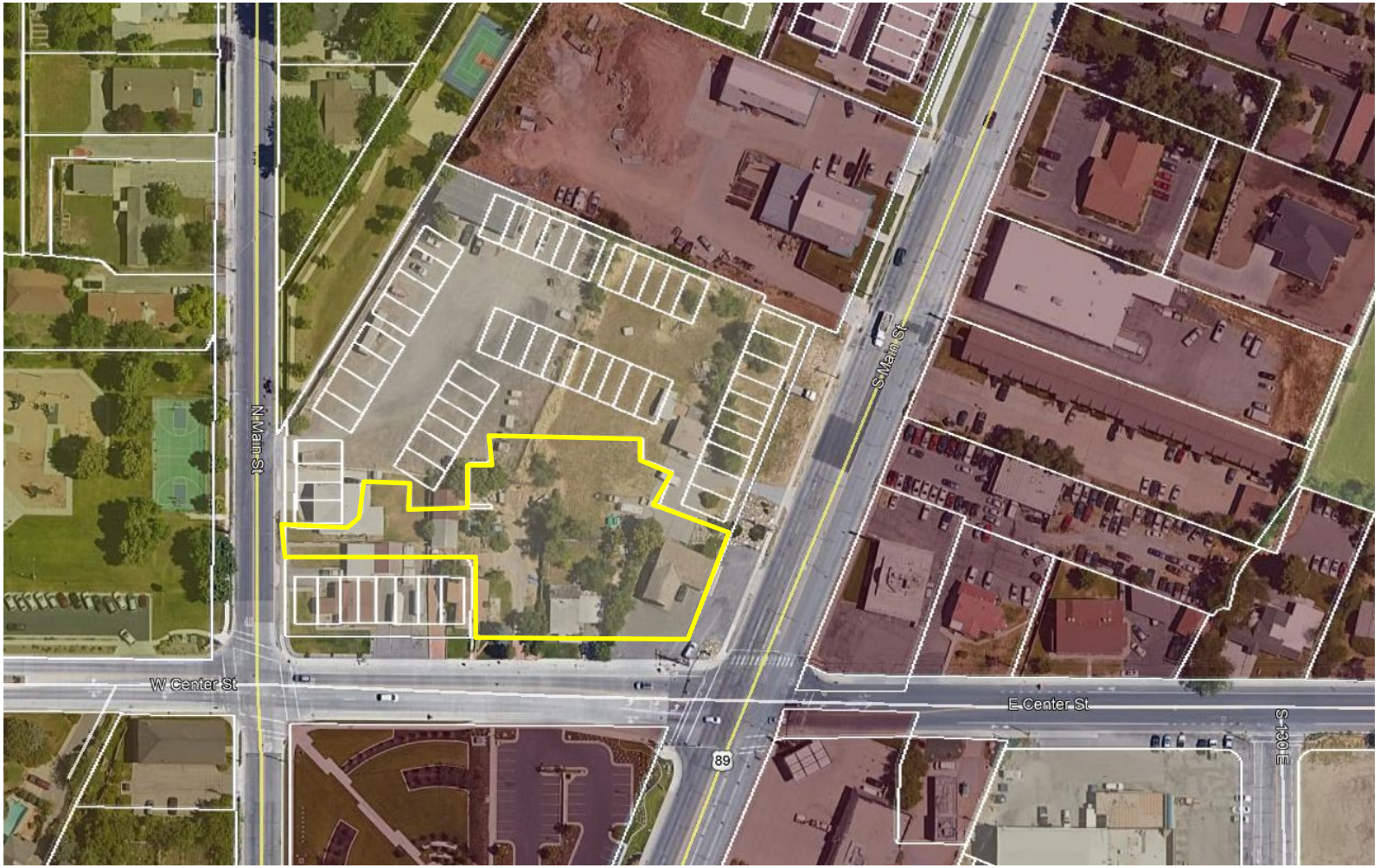
POSSIBLE MOTION

I move that the Planning Commission recommend approval to the City Council of the plat amendment to NSL City Center PUD, creating the North Salt Lake-City Center Condominiums at 45 East Center Street with no conditions.

Attachments

1) Aerial/Zoning Map
2) Amended Plat

Plat Amendment-NSL City Center Condo
45 East Center Street



Reeve & Associates, Inc. - Solutions You Can Build On

SHEET 1 OF 4

NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
MARCH, 2019

NOTES

1. ALL BUILDING TIES ARE PERPENDICULAR UNLESS OTHERWISE NOTED.
2. ALL AREA NOT LABELED AS PRIVATE OWNERSHIP ARE TO BE CONSIDERED COMMON AREA.
3. ALL COMMON AND LIMITED COMMON AREAS ARE CONSIDERED PUBLIC UTILITY AND DRAINAGE EASEMENT.
4. PROJECT BENCHMARK: FOUND DAVIS COUNTY SURVEY BRASS CAP MONUMENT AT THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY WITH AN ELEVATION OF 4337.62' NAVD 88 AS DERIVED FROM GPS RTK VRS MEASUREMENTS.
5. ALL STRUCTURES IN THIS SUBDIVISION AND/OR DEVELOPMENT ARE NOT LOCATED WITHIN THE 100 YEAR FLOODWAY OF THE CURRENT EFFECTIVE FEMA FIRM MAPS.
6. APPROVAL OF THIS CONDO PLAT BY NORTH SALT LAKE CITY DOES NOT CONSTITUTE ANY REPRESENTATION AS TO THE ADEQUACY OF SUB-SURFACE SOIL CONDITION NOR THE LOCATION OR DEPTH OF GROUNDWATER TABLES.
7. RESIDENTIAL PARKING EASEMENT IN FAVOR OF LOTS 1-56 ALLOWS PARKING FROM 5:30 P.M. TO 7:00 A.M. ON WEEKDAYS AND 24 HOUR PARKING ON SATURDAYS AND SUNDAYS.
8. CROSS ACCESS AND RESIDENTIAL PARKING EASEMENT TO BE CONSIDERED PUBLIC UTILITY AND DRAINAGE EASEMENT.
9. ALL COORDINATES SHOWN HEREON ARE BASED ON THE DAVIS COUNTY SURVEYOR'S OFFICE DATUM.
9. THE INTERIOR WATER LINE AND STORM DRAIN IMPROVEMENTS ARE PRIVATE AND ARE TO BE MAINTAINED BY THE HOA.

LEGEND

- = SECTION CORNER
- = SET STREET MONUMENT
- = SET 5/8" REBAR AND PLASTIC CAP STAMPED "REEVE & ASSOCIATES"
- = BUILDING PAD AREA
- = CROSS ACCESS AND RESIDENTIAL PARKING EASEMENT IN FAVOR OF LOTS 1-56 AND PUBLIC UTILITY EASEMENT
- = BOUNDARY LINE
- = ADJOINING PROPERTY
- = EASEMENTS
- = SECTION TIE LINE
- = ROAD CENTERLINE

30 0 30 60 90
Scale: 1" = 30'

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS PLAT IS THE SECTION LINE BETWEEN THE SOUTHWEST CORNER AND THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SHOWN HEREON AS: N89°54'24"E

NARRATIVE

THE PURPOSE OF THIS PLAT IS TO CREATE A CONDOMINIUM PLAT FROM COMMERCIAL LOT 57 OF NORTH SALT LAKE – CITY CENTER AS RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE, THE BOUNDARY WAS DETERMINED BY RETRACING SAID COMMERCIAL LOT 57.

COORDINATE TABLE

DC #	NORTHING	EASTING
1	102715.87	107935.93
2	102716.43	107742.79
3	102784.60	107577.31
4	102815.74	107577.31
5	102853.16	107645.11
6	102893.65	107758.16
7	102893.65	107894.16
8	102864.22	107921.51
9	102808.86	107973.52

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	9.50'	14.92'	13.43'	9.50'	N45°00'00"W	90°00'00"
C2	19.50'	11.09'	10.94'	5.70'	S73°42'18"W	32°35'24"
C3	19.50'	11.09'	10.94'	5.70'	S73°42'44"E	32°34'33"
C4	19.50'	30.63'	27.58'	19.50'	N45°00'00"E	90°00'00"
C5	2.50'	3.93'	3.54'	2.50'	N45°00'00"W	90°00'00"
C6	2.50'	3.93'	3.54'	2.50'	N45°00'01"E	89°59'58"
C7	1.50'	2.36'	2.12'	1.50'	S45°00'00"E	90°00'00"
C8	1.50'	1.78'	1.68'	1.01'	N56°02'02"E	67°55'56"
C9	9.50'	14.79'	13.34'	9.37'	N45°24'26"E	89°11'08"



VICINITY MAP
NOT TO SCALE

LINE TABLE

LINE	BEARING	DIST
L1	S68°00'00"E	11.50'
L2	N22°00'00"E	2.50'
L3	S68°00'00"E	21.19'
L4	S22°00'00"W	2.50'
L5	S68°00'00"E	11.50'
L6	S22°00'00"W	12.14'
L7	S68°00'00"E	2.20'
L8	S22°00'00"W	6.08'
L9	N68°00'00"W	1.20'
L10	S22°00'00"W	21.25'
L11	S68°00'00"E	1.20'
L12	S22°00'00"W	6.08'
L13	N68°00'00"W	2.20'
L14	S22°00'00"W	23.79'
L15	S34°00'00"E	7.01'
L16	S56°00'00"W	6.00'
L17	N34°00'00"W	1.20'
L18	S56°00'00"W	19.25'
L19	S34°00'00"E	1.20'
L20	S56°00'00"W	6.00'
L21	N34°00'00"W	7.05'
L22	WEST	10.40'
L23	NORTH	1.00'
L24	WEST	12.15'
L25	SOUTH	1.00'
L26	WEST	11.80'
L27	SOUTH	2.20'
L28	WEST	6.08'
L29	NORTH	1.20'
L30	EAST	21.25'
L31	SOUTH	1.20'
L32	WEST	6.08'
L33	NORTH	2.20'
L34	WEST	26.80'
L35	NORTH	38.19'
L36	EAST	26.80'
L37	NORTH	2.20'
L38	EAST	6.08'
L39	SOUTH	1.20'
L40	EAST	21.25'
L41	NORTH	1.20'
L42	EAST	6.08'
L43	SOUTH	2.20'
L44	EAST	15.56'
L45	N56°02'00"E	9.03'
L46	N22°00'00"E	13.82'
L47	N68°00'00"W	2.20'
L48	N22°00'00"E	6.08'
L49	S68°00'00"E	1.20'
L50	N22°00'00"E	21.25'
L51	N68°00'00"W	1.20'
L52	N22°00'00"E	6.08'
L53	S68°00'00"E	2.20'
L54	N22°00'00"E	12.14'
L55	N22°00'40"E	5.41'
L56	S22°00'40"W	5.40'
L57	S67°59'20"E	12.07'
L58	S67°59'20"E	6.24'
L59	S00°10'05"W	2.54'
L60	S00°10'05"W	8.10'

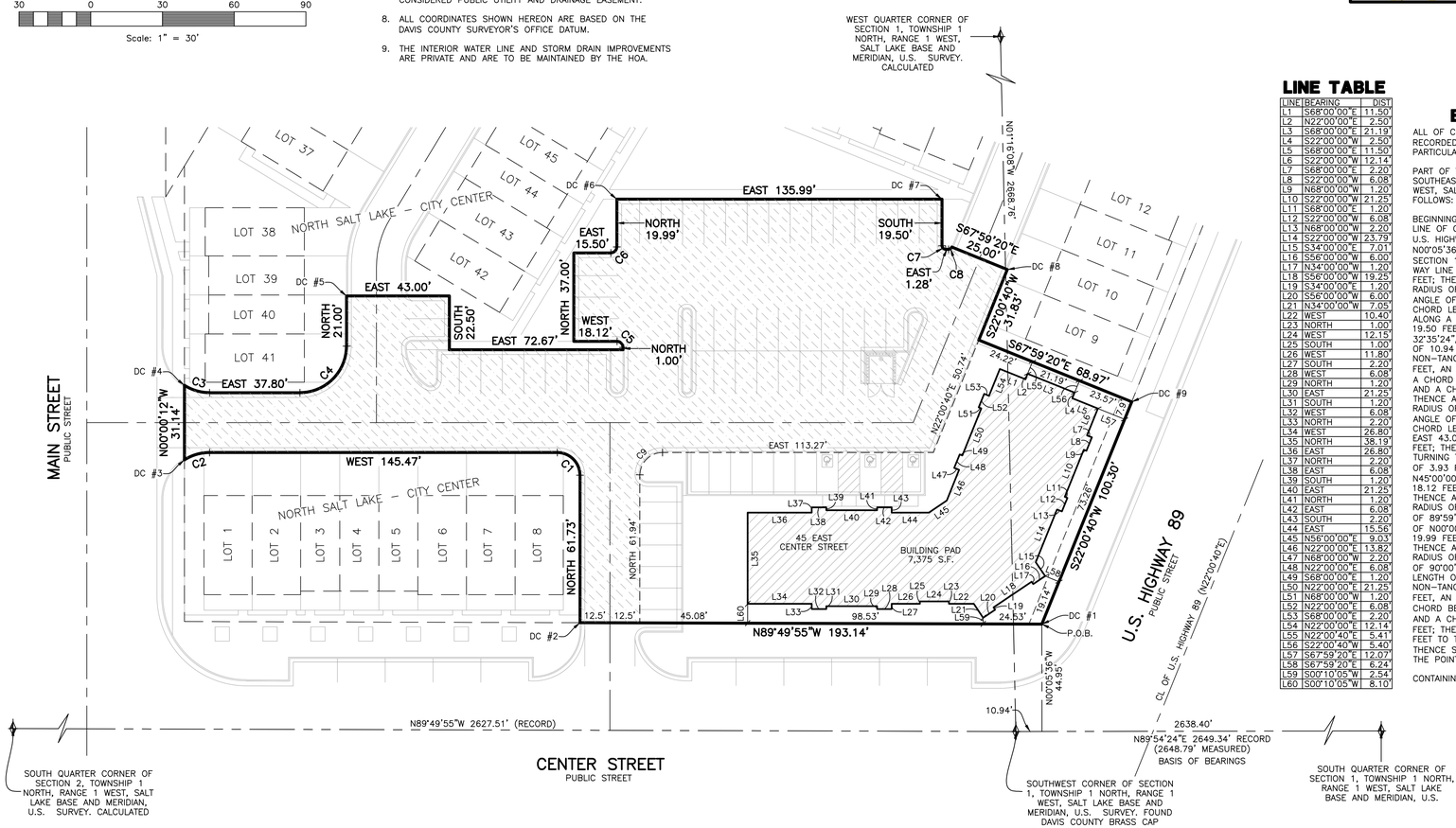
BOUNDARY DESCRIPTION

ALL OF COMMERCIAL LOT 57 OF NORTH SALT LAKE – CITY CENTER AS RECORDED IN THE DAVIS COUNTY RECORDER'S OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF CENTER STREET AND THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89, SAID POINT BEING N89°54'24"E 10.94 FEET AND N00°05'36"W 44.95 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 1; THENCE N89°49'55"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF CENTER STREET, 193.14 FEET; THENCE NORTH 61.73 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 9.50 FEET, AN ARC LENGTH OF 14.92 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N45°00'00"W, AND A CHORD LENGTH OF 13.43 FEET; THENCE WEST 145.47 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 19.50 FEET, AN ARC LENGTH OF 11.09 FEET, A DELTA ANGLE OF 32°35'24", A CHORD BEARING OF S73°42'18"W, AND A CHORD LENGTH OF 10.94 FEET; THENCE NORTH 31.14 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 19.50 FEET, AN ARC LENGTH OF 11.09 FEET, A DELTA ANGLE OF 32°34'33", A CHORD BEARING OF S73°42'44"E, A RADIAL BEARING OF N32°34'33"E, AND A CHORD LENGTH OF 10.94 FEET; THENCE EAST 37.80 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 19.50 FEET, AN ARC LENGTH OF 30.63 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N45°00'00"E, AND A CHORD LENGTH OF 27.58 FEET; THENCE NORTH 21.00 FEET; THENCE EAST 43.00 FEET; THENCE SOUTH 22.50 FEET; THENCE EAST 72.67 FEET; THENCE NORTH 1.00 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2.50 FEET, AN ARC LENGTH OF 3.93 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N45°00'00"W, AND A CHORD LENGTH OF 3.54 FEET; THENCE WEST 18.12 FEET; THENCE NORTH 37.00 FEET; THENCE EAST 15.50 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 2.50 FEET, AN ARC LENGTH OF 3.93 FEET, A DELTA ANGLE OF 89°59'58", A CHORD BEARING OF N45°00'01"E, A RADIAL BEARING OF N00°00'00"W, AND A CHORD LENGTH OF 3.54 FEET; THENCE NORTH 19.99 FEET; THENCE EAST 135.99 FEET; THENCE SOUTH 19.50 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1.50 FEET, AN ARC LENGTH OF 2.36 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S45°00'00"E, AND A CHORD LENGTH OF 2.12 FEET; THENCE EAST 1.28 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1.50 FEET, AN ARC LENGTH OF 1.78 FEET, A DELTA ANGLE OF 67°55'56", A CHORD BEARING OF N56°02'02"E, A RADIAL BEARING OF N00°00'00"E, AND A CHORD LENGTH OF 1.68 FEET; THENCE S67°59'20"E 25.00 FEET; THENCE S22°00'40"W 31.83 FEET; THENCE S67°59'20"E 68.97 FEET TO THE WESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 89; THENCE S22°00'40"W ALONG SAID WESTERLY LINE, 100.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 41,164 SQUARE FEET OR 0.945 ACRES MORE OR LESS



SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF NORTH SALT LAKE – CITY CENTER CONDOMINIUMS IN NORTH SALT LAKE, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF NORTH SALT LAKE, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20__.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO A COMMERCIAL BUILDING PAD AND PARKING AS SHOWN ON THE PLAT AND NAME SAID TRACT NORTH SALT LAKE – CITY CENTER CONDOMINIUMS AND DO HEREBY DEDICATE THE AREAS SHOWN HEREON AS PRIVATE ACCESS DRIVES, PRIVATE UTILITY, STORM WATER DETENTION PONDS, AND DRAINAGE EASEMENTS AS PUBLIC UTILITY AND DRAINAGE EASEMENTS, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO DEDICATE ALL AREAS LABELED COMMON AREA AS PUBLIC UTILITY AND DRAINAGE EASEMENT AND ALSO TO DEDICATE THE CROSS ACCESS EASEMENT TO ALL PRIVATE LOT OWNERS FOR ACCESS AND PARKING TO BE MAINTAINED BY THE HOA.

SIGNED THIS _____ DAY OF _____, 20___.

BANK OF UTAH ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20__, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF BANK OF UTAH, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS. AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____ _____
A NOTARY PUBLIC COMMISSIONED IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION NO._____ _____
PRINTED FULL NAME OF NOTARY

DEVELOPER:
BRIGHTON HOMES
215 NORTH REDWOOD ROAD, SUITE 8
NORTH SALT LAKE, UT. 84054
(801) 397-9755

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CITY ATTORNEY

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN, PLANNING COMMISSION

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY,

THIS _____ DAY OF _____, 20___.

CITY RECORDER ATTEST:_____

MAYOR:_____

PROJECT INFORMATION

Surveyor: T. HATCH	Project Name: NSL – CITY CENTER CONDO
Designer: N. ANDERSON	Number: 6440-11
Begin Date: 3-18-19	Scale: 1"=30'
	Revision:
	Checked:

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

_____
DAVIS COUNTY RECORDER

_____ DEPUTY.

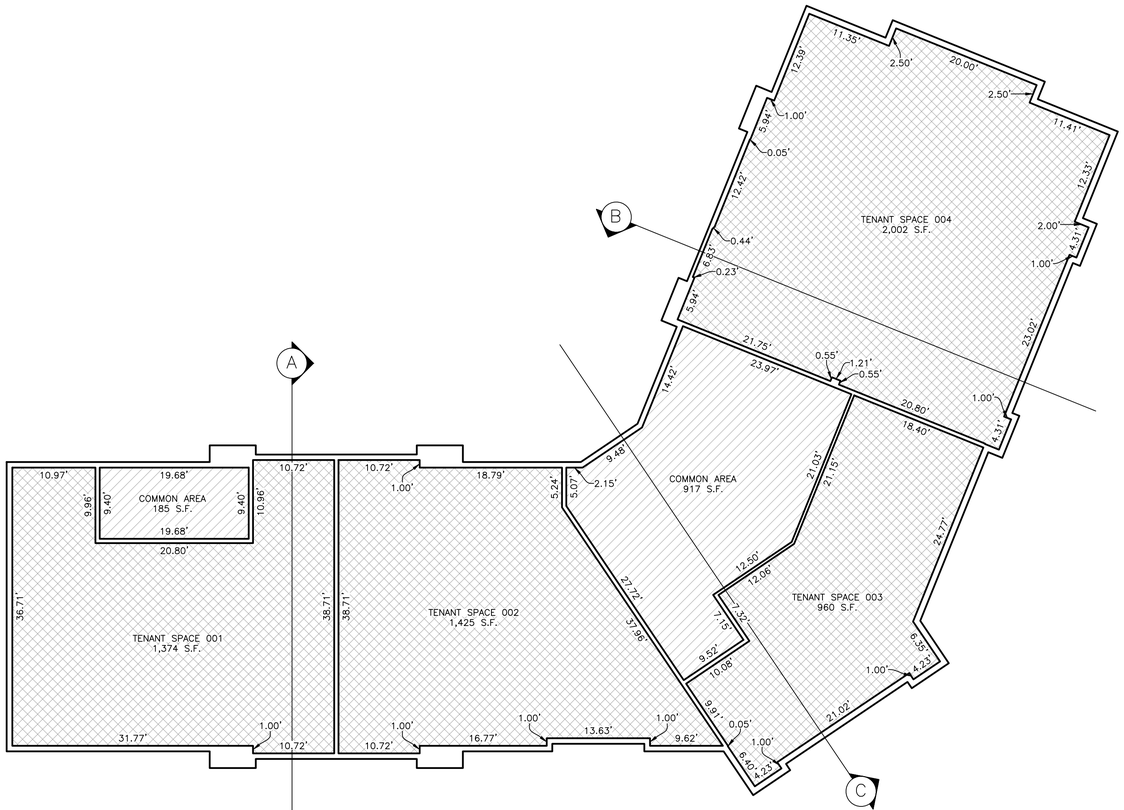
Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

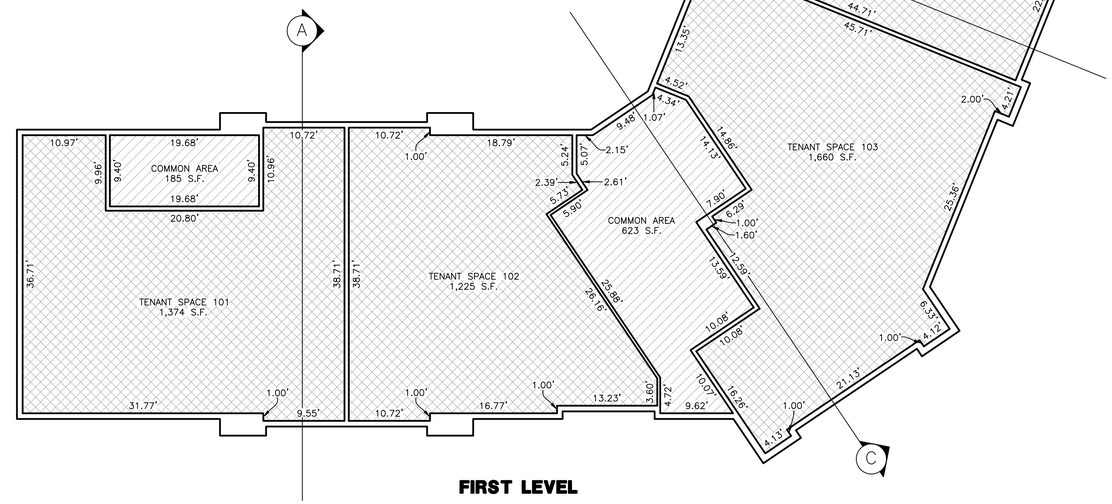
SHEET 2 OF 4

NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
MARCH, 2019



BASEMENT LEVEL



FIRST LEVEL

LEGEND

= PRIVATE OWNERSHIP

= COMMON AREA

10 0 10 20 30

Scale: 1" = 10'

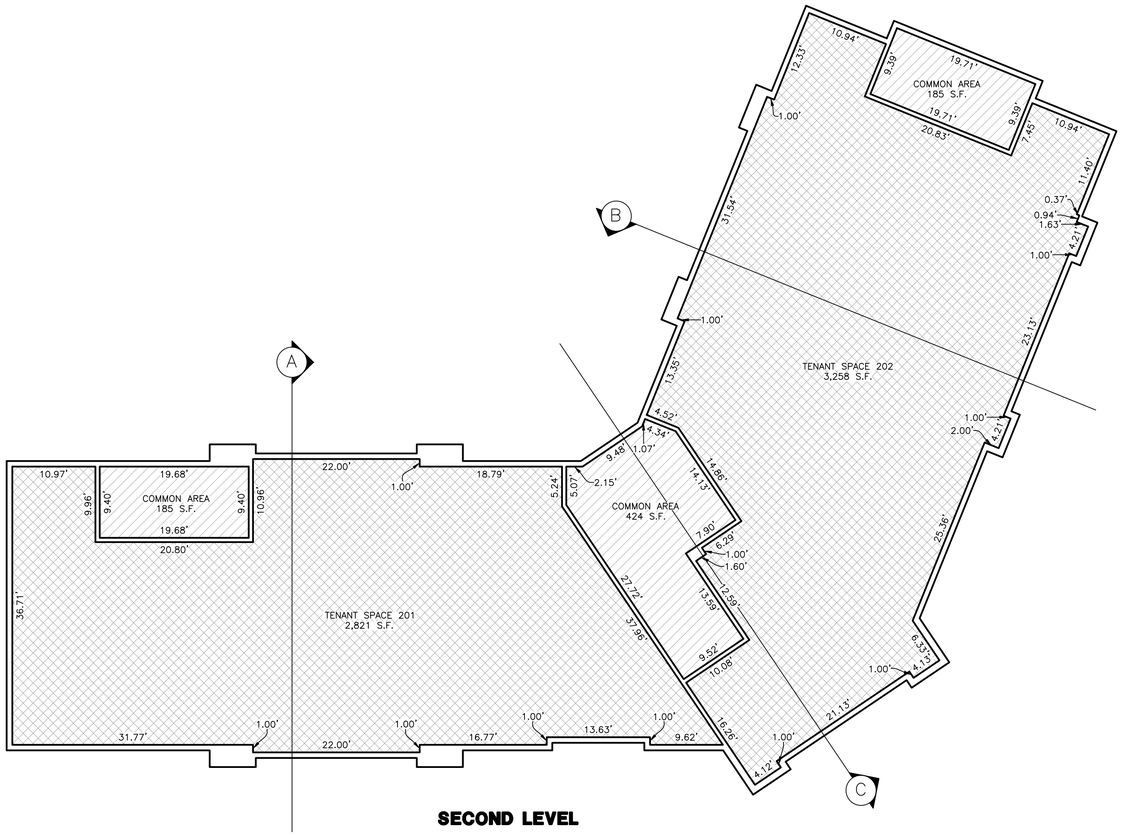
Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

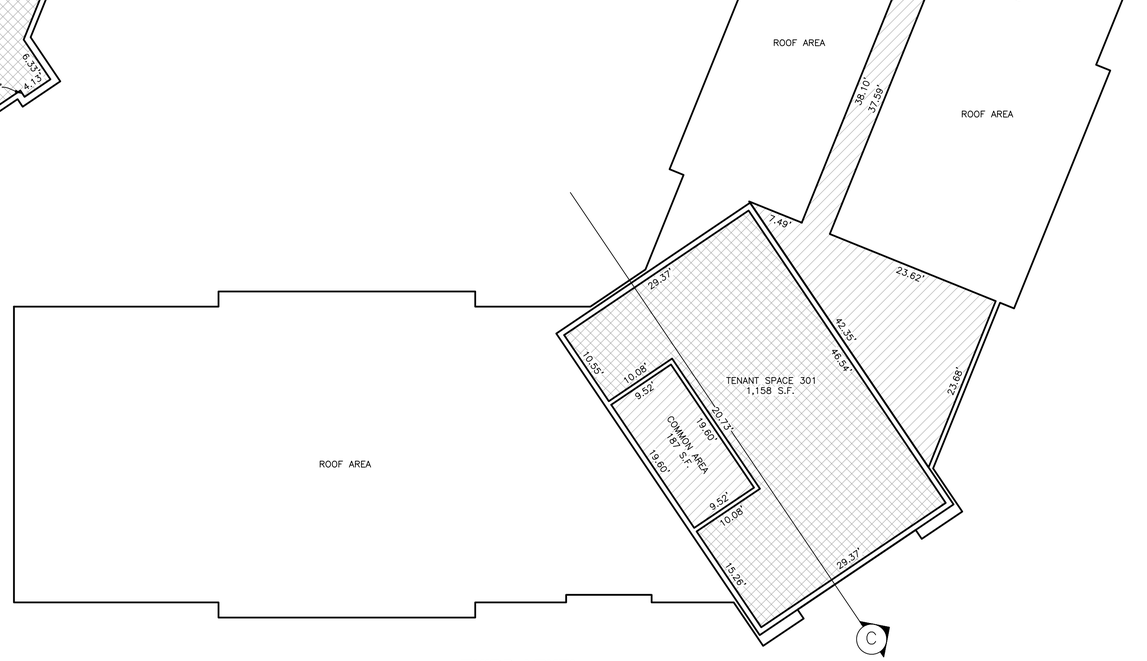
SHEET 3 OF 4

NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
MARCH, 2019



SECOND LEVEL



THIRD LEVEL

LEGEND

= PRIVATE OWNERSHIP

= COMMON AREA

10 0 10 20 30

Scale: 1" = 10'

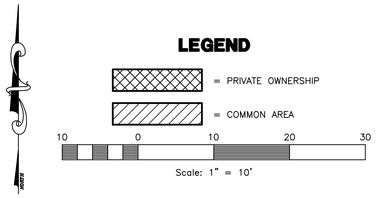
NORTH

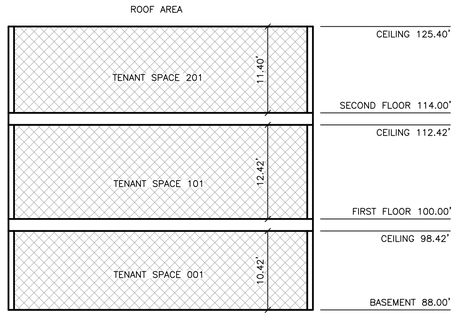
Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On

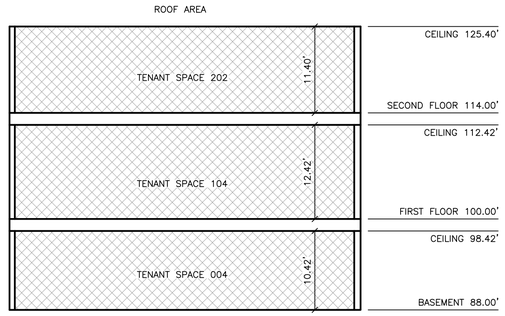
NORTH SALT LAKE - CITY CENTER CONDOMINIUMS

PART OF THE SOUTHWEST QUARTER OF SECTION 1 AND THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
MARCH, 2019

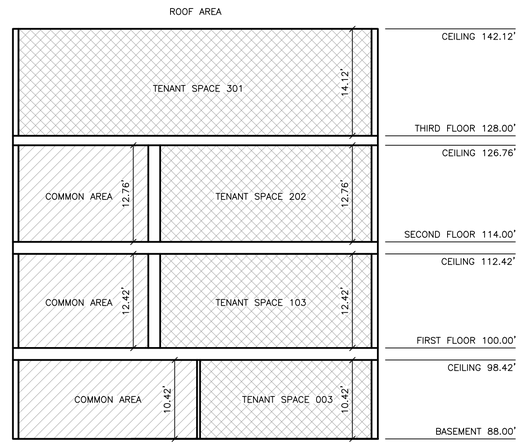




SECTION A



SECTION B



SECTION C

Reeve & Associates, Inc. - Solutions You Can Build On

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: May 14, 2019

SUBJECT: Rezone request from Multifamily Residential (RM-7) to Planned District (P) for Orchard Grove Townhomes located at 378 East Odell Lane; and

---

RECOMMENDATION

The Development Review Committee (DRC) recommends approval to the Planning Commission (PC) the rezone request from RM-7 to P-District for Orchard Grove Townhomes located at 378 East Odell Lane, along with the proposed development agreement with the following:

1. The CC&Rs and HOA will provide mechanisms to prevent single entities from acquiring and converting multiple town homes to rental properties.

BACKGROUND

The purpose of this application is to facilitate the general development plan known as Orchard Grove Townhomes located at approximately 378 East Odell Lane. The property is a total of approximately 1.24 acres currently zoned RM-7. The general development plan for Orchard Grove Townhomes was approved by the City Council on April 2, 2019. The existing site contains 1 single family home built in 1949. The following is a summary of the review process to date:

February 12, 2019 Planning Commission Meeting

A public hearing was held on the proposed 24 unit town home development on the property at 378 Odell Lane. The developer was requesting General Development Plan (GDP) approval in conjunction with a proposed P-District rezone. The PC tabled action on the proposed plan, instructing the applicant to return with a project that had less density and re-organized the layout, recommending the elimination on one of the two accesses onto Odell Lane.

February 26, 2019 Planning Commission Meeting

The developer returned with a revised plan that eliminated one of the two accesses and re-organized the same 24 town home units proposed at the previous meeting. The Planning Commission again tabled action on a recommendation to the Council and directed the applicant to return with a revised plan of no more than 16 units, no tandem garages and providing for individual driveways for each unit.

March 12, 2019 Planning Commission Meeting

The developer returned with a revised plan with 16 units, side by side garages, and each unit having a two car driveway. The Planning Commission recommended approval to the City Council of the GDP with 16 town home units, a parking ratio of 4.25 spaces per unit, and the layout as presented that night.

March 19, 2019 City Council Meeting

The recommended GDP was presented to the Council. After much discussion, a motion to approve the GDP was made my Councilmember Porter, seconded by Councilmember Baskin. The vote was 3 opposed to the motion and 2 in favor of the motion. The motion failed to pass and no alternative motion was made to deny the GDP. The developer asked for clarification if there was going to be a motion to deny or what the next step was. The developer was directed by the Council to work with staff to reconfigure or reduce the number of units and return to the City Council. One primary configuration issue discussed with the developer during the meeting was the location of the front doors of the 4 units on the south property line and the isolation of those front doors.

April 2, 2019 City Council Meeting

The developer returned to the City Council with the same layout and number of units (16) and an alternative building plan for the south 4 units with front doors located on the opposite side as previously presented. During the discussion of this agenda item, staff was asked what the base zoning density would allow if the P-District Rezone was not approved as proposed. Within the staff report a table was presented that stated the maximum density for the site would be 10.3 units per acre (a total of 12.8 units for this site). In the dialog, staff explained that permitted uses in the RM-7 zone would allow single family, duplex, or multi-family buildings. It was misspoken that the 12.8 units could be in 6 duplexes, or 3 four-plexes, or 2 six-plexes. The correct information (which was reported to the Council on April 16, 2019) is as follows:

	Proposed P-District	**RM-7 Zone**	**Surveyed Area=54,327 sq. ft.**
Density	12.9 units/acre (16 units)	Duplexes 8,500 sq. ft./duplex (10.3 units/acre)	6.39 duplexes=12.78 units
		Other Multi-Family Structures 7,000 sq. ft. +6,000 for each additional unit (7.12 units/acre)	8.89 units

Councilmember Porter made a motion to approve the revised GDP, Councilmember Baskin seconded the motion and the motion was approved 3-2 with members Hood and Mumford voting against the motion.

April 10, 2019 Appeal Filed

Kelly Jones and Wendy Mele filed an appeal of the April 2, 2019 decision, alleging that the Council erred in approving the GDP. The appeal states the information received regarding the base density of the existing RM-7 zoning at the meeting was in error, and the Council would have voted differently without the alleged error. The second claim in the appeal is that Councilmember Porter demonstrated bias in his vote to approve the GDP because of his purchase of a home from Brighton and the sale of his family home to Brighton for the City Center development project.

April 16, 2019 City Council Meeting

The City Attorney informed the City Council that neighbors had filed an appeal and that our appointed Appeal's Hearing Officer had a conflict of interest. The conflict is that his partner in his law firm had represented the property owner in a real estate transaction regarding a lot line adjustment. The City Attorney requested approval to schedule an alternative judge to substitute for our hearing officer. Staff also reported on the alleged error regarding the base density of the RM-7 zone, as described above.

April 30, 2019 Pre-Hearing Scheduling Conference

The substitute Hearing Officer Craig Hall held a pre-hearing scheduling conference with all parties involved in the appeal, to discuss the submittals, submittals of additional briefs, procedures of the hearing, burden of proof, etc. At the conference, a date was set for the formal hearing. This scheduling conference was open to the public, was not a public hearing, and was recorded. The hearing officer requested the appellant submit an additional brief regarding the issues by May 6, the city attorney and the developer submit a response to the appellant submittal by May 13, and scheduled the hearing for May 21, 2019 at 9 a.m.

Regarding the appeal and this application

The appellants requested a stay from the hearing officer on any additional decisions related to the development. City Attorney, David Church stated that nothing in the code provides for a stay of any additional applications or decisions on the part of the Planning Commission or City Council. It was agreed by the hearing officer that the developer may proceed with requesting preliminary plat approval and the final zone change to the P-District, at their own risk. More specifically, if the hearing officer finds that the Council erred in their approval of the GDP, the preliminary plan and final zone change could not be completed by the City Council until the City Council, and possibly the Planning Commission re-heard the application for General Development Plan and addressed any defect found in the previous approval. In the event the Planning Commission recommends the final rezone and the preliminary plan for Orchard Grove, the recommendation would go to the City Council on May 21st. Presumably the decision by the hearing officer will be made on May 21st as well and the City Council will have the decision prior to any action on the zone change and preliminary plan.

Additional information related to claims made in the appeal

Additional claims by the appellants in the appeal related to permitted density and regulations under the existing RM-7 zone, the transfer of property to Mr. Powers, the dedication of right of way, and the proposed setbacks, and how all of these issues affect the proposed development are provided below:

1. Regarding the lot line adjustment with the neighbor Mr. Powers and how this would affect the overall density of the project:
    a. The proposed transfer of 3,291 sq. ft. to Mr. Power affects the base density under the existing zoning reducing the calculation for units as duplexes from 12.78 units to 12.01 units.
    b. The developer has stated from the beginning that he intended to address the boundary issue with Mr. Powers and asked both the PC and the CC for consideration of this action in the approval of the final density under the proposed P-District rezone, if approved. The approved GDP is for 16 units, not a unit per acre calculation.
    c. Thus this reduction in 3,291 sq. ft. would only affect the base zone density calculation.
2. Regarding the dedication of additional right of way:

a. Under the existing zoning it cannot be determined if additional right of way would be required in the hypothetical development scenario, which may or may not reduce the overall density allowed by the RM-7 zone. For example:
    i. If an application was made for site plan approval only, of a 12 unit duplex rental project for an 8 unit apartment building, the ordinance does not provide a mechanism to require the dedication of additional right of way. The existing lot is an approved lot, with conforming lot size and minimum width. It could be developed in an "apartment" style layout with a shared parking lot and driveway that would require no dedication of right of way.
    ii. In the alternate if a PUD Subdivision were proposed, because the developer wanted to sell the individual units, right of way could be required under the subdivision ordinance because a request was made to further subdivide the property. Under that scenario right of way dedication could be required along Odell, as the road does not currently meet the minimum cross section standard. Along Orchard, no right of way dedication could be made as that street meets the minimum cross section standard.
b. The proposed development under the requested P-District does provide for additional right of way dedication. The dedication has been negotiated both on Odell and on Orchard as part of the P-District, as has the total number of units to be allowed (16). The existing parcel is 1.24 acres, this parcel will be reduced by these dedications of right of way for public use without effect on the final unit count of the P-District, as negotiated.

3. Regarding the setbacks:
    a. The setbacks under the RM-7 would be 25' from Odell and Orchard, 20' from the rear, and 8' from the side.
    b. The development agreement establishes the setbacks for the P-District and are unique to each P-District, per Chapter 13 of the Land Use Code. The setbacks and other regulations created within the development agreement and P-district rezone are not based upon the previous zone.
    c. Proposed setbacks are to be 9' from Orchard Drive, 29' from Odell Lane, 9' from the west property line, and 15' from the rear property line. Please note that these are setbacks from the development boundary and not individual lots.
    d. The proposed development is a for sale product, so much like a condo plat, each unit sold will own the footprint of the unit and the remainder of the property will be held in common by the HOA.
    e. An approximate 10' front setback has been used on many other developments within the Town Center with units facing the much busier Hwy 89 (Odell Crossing, City's Edge, and Williamsburg), as well as other streets such as 3800 South (Chesham Village), Main Street (Romaine Court), 150 North (Hepworth), Center Street (City Center), and 130 East (Towne Plaza). The setback and dedication of additional right of way along Orchard provides for the movement of the sidewalk away from the curb and the addition of a landscaped park strip with trees, making the setback from the curb 18'.

REVIEW

The applicant's proposal is to remove the existing structure and construct a 16 unit townhome development.

The rezoning of the property requires a public hearing by the Planning Commission, with a

recommendation to the City Council and then final action by the Council. The public hearing was held on February 12, 2019 and public comment was received at the continued hearing on February 26, 2019. Public comment was also received on the plan and zone change during the public comment portion of every additional meeting held by the Planning Commission and City Council.

The City Council establishes by ordinance a P District, provided the following findings can be made:

1. The proposed P district can be substantially completed within two (2) years of the establishment of the P district.
2. Each phase of the development, as well as the total development, can exist as an independent unit capable of creating an environment of sustained desirability and stability, or that adequate assurance will be provided that such objective will be attained; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.
3. The streets proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload the street network outside the P district.
4. Commercial development can be justified economically at the locations proposed, if any, to provide commercial facilities.
5. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
6. Any exception from standard ordinance requirements is warranted by the design and amenities incorporated into the final plan.
7. The P district is in conformance with the city general land use plan.
8. Existing or proposed utility services are adequate for the population and use densities proposed.

This application is concurrent to the subdivision preliminary plan approval which will become part of the final development agreement. The City Council will consider a development agreement with the recommendation on rezone. The development agreement addresses the following items:

- Approved General Development Plan, including the site plan and landscape plan;
- Development layout of buildings, parking, landscaping, sidewalks, fencing, amenities, lighting, etc.;
- Total residential density allowed of 16 dwelling units;
- Architectural design and building materials;
- Fencing; and
- Other miscellaneous legal requirements.

Building Plans

As previously approved under the General Development Plan, the proposed architecture incorporates brick and hardie board with stucco and metal trim, with a classic townhome architecture style. The Development will consist of four buildings, each containing 4 units. The 2 buildings along Orchard Drive will be 2 ½ stories tall, the units along Odell Lane and the south property line will be 2 stories tall. Each of the 16 units contain a 2 car side by side garage and a 2 car driveway. Additionally 4 guest parking spaces have been provided.

Landscape Plan

Improvements to the landscaping is approximately 15,368 sq. ft. or approximately 30.1% of the site and include improvements to the Odell Lane and Orchard Drive cross section, including additional right of way dedication, park strip, sidewalk, and street trees. The landscaped area will include a fenced area for dogs and a small tot lot. Additional landscape improvements include sod, shrubs, and trees within the development common area. The existing fencing will be replaced with composite fencing along the perimeters of the development.

Pedestrian Connection

The site has good pedestrian circulation throughout the development and ties access to Orchard Drive from the interior of the property. Sidewalks have been provided along Odell and the sidewalk will be moved to provide a park strip on Orchard Drive to improve pedestrian safety.

Land Use

The proposed land use are townhomes that will be marketed for sale to individual home buyers. The DRC recommends a requirement within the development agreement that a restriction be placed within the development CC&Rs that an individual person or entity be limited to buying no more than 2 units. This will prevent a single entity from purchasing all 16 units and using all 16 units as rentals.

POSSIBLE MOTION

I move that the Planning Commission recommend to the City Council rezone approval from RM-7 to P-District for Orchard Grove Townhomes located at approximately 378 East Odell Lane, along with the proposed development agreement with the following findings and conditions:

Findings:

1. The proposed P district can be substantially completed within two (2) years of the establishment of the P district.
2. The development contains one phase that can exist as an independent unit capable of creating an environment of sustained desirability and stability; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.
3. The proposed increased density will not generate traffic in such amounts as to overload the street network outside the P district.
4. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
5. Any exception from standard ordinance requirements is warranted by the design incorporated into the final plan.
6. The P district is in conformance with the city general land use plan.
7. Existing or proposed utility services are adequate for the population and use densities proposed.

Conditions:

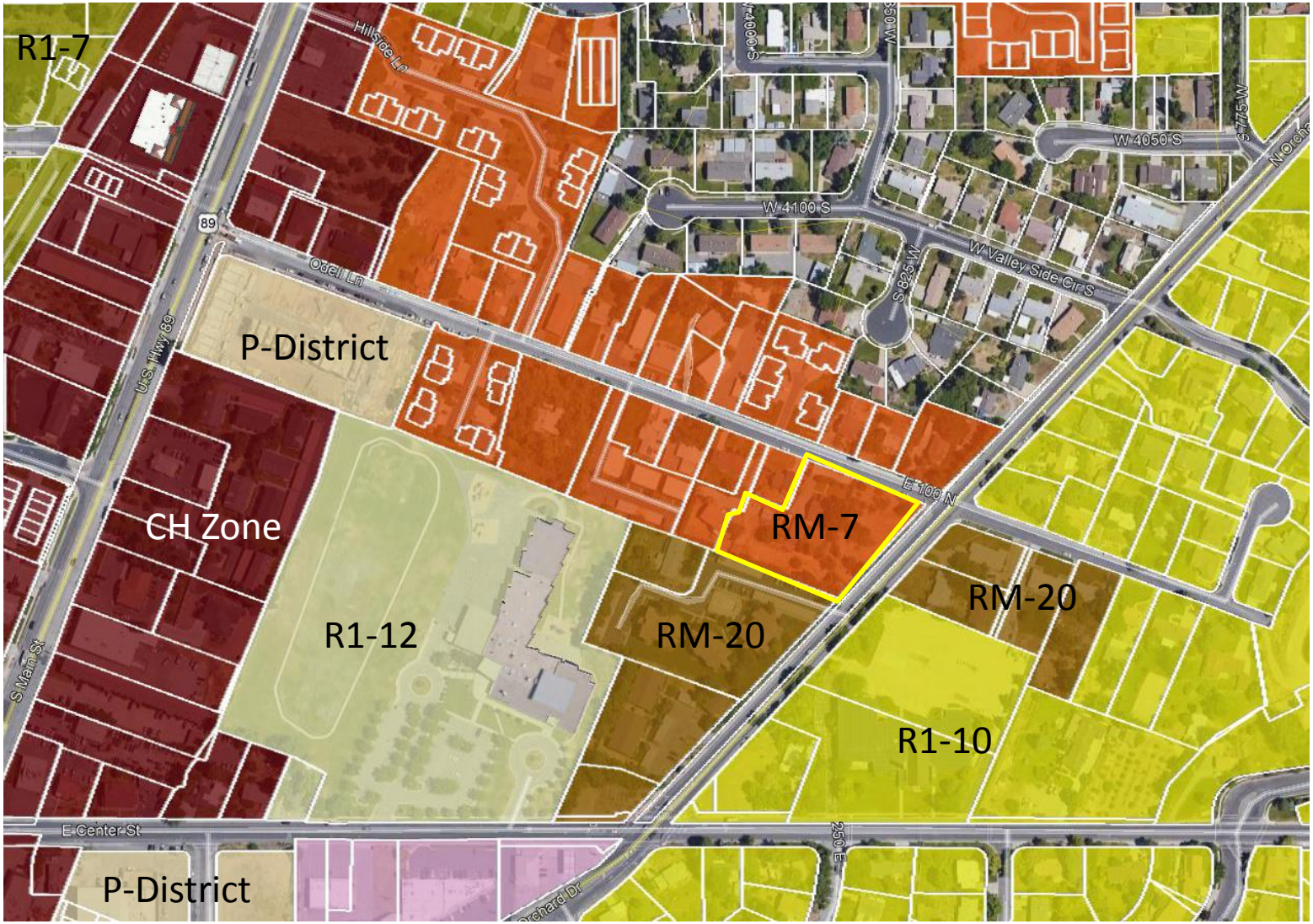
1. The CC&Rs and HOA will provide mechanisms to prevent single entities from acquiring and

converting multiple town homes to rental properties.

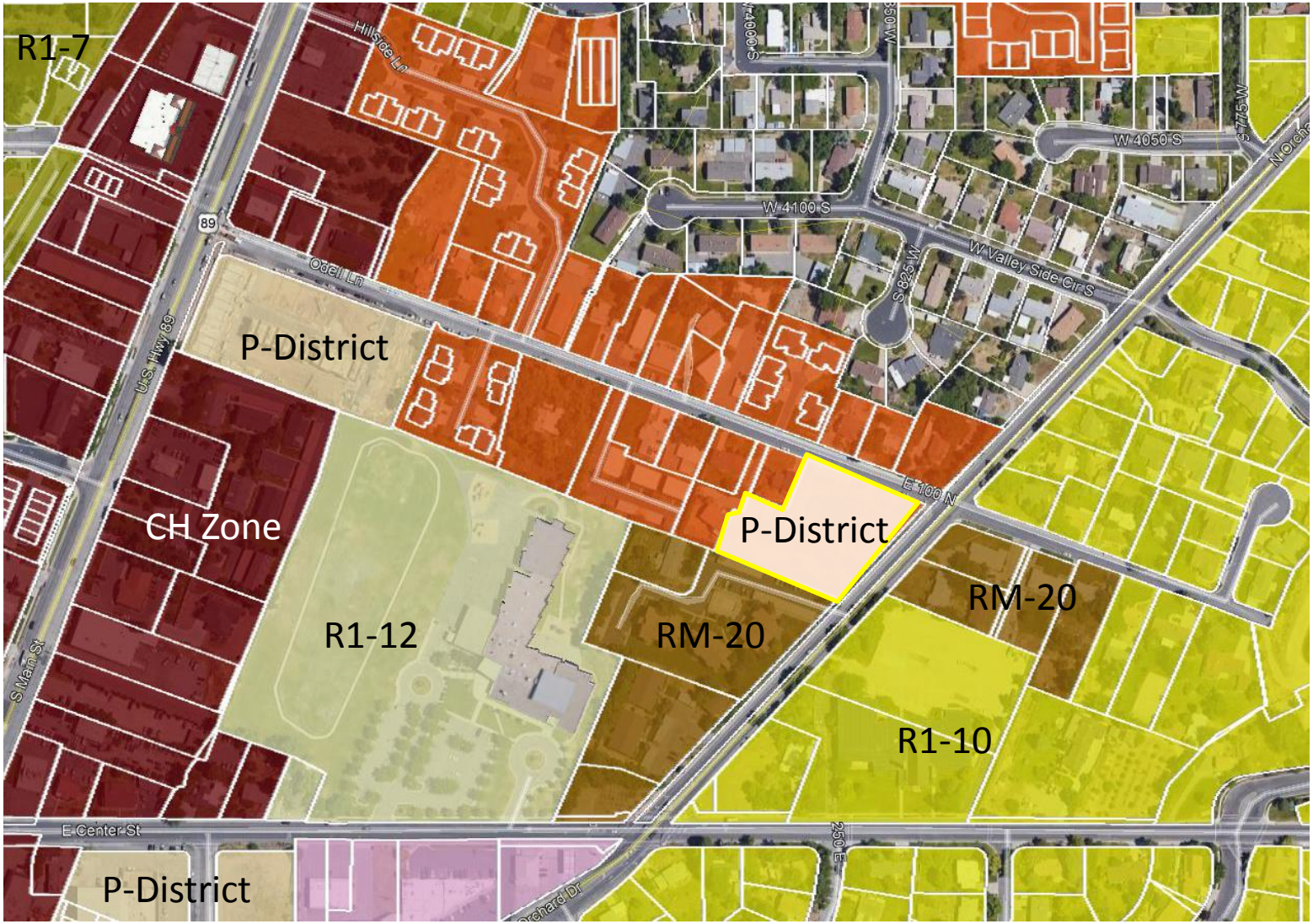
Attachments:

1) Aerial/Zoning Map
2) Draft Development with Agreement Exhibits

General Development Plan
Orchard Grove Townhomes
Current Zoning



General Development Plan
Orchard Grove Townhomes
Proposed Zoning



When Recorded
Return to:
City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

DEVELOPMENT AGREEMENT
ORCHARD GROVE AT NORTH SALT LAKE

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the _____day of _____, 20___ (the "Effective Date"), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the "City"), and_____ _____**,** a Utah limited liability company, (the "Developer"). The Developer and the City are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. As of the Effective Date hereof, Developer is the owner of the property described on **Exhibit "A"** (the "Property") hereto, located within the City of North Salt Lake, Davis County, Utah.

B. The development of the Property is governed by the City's Title 10—Land Use and Subdivision Ordinances (the "Code"). All Section references contained herein shall refer to the Code.

C. Pursuant to section 10-13-3 of the Code, the Developer has filed an application for and received approval by the City for the following:

(1) a General Development Plan (the "General Development Plan") for the Property consisting of a sixteen (16) unit townhome PUD; and
(2) the re-zoning of the Property to the Planned P District, (the "P District Zoning") subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as the Orchard Grove Townhones and is generally located at 378 East Odell Lane in the City of North Salt Lake (the "Project").

E. Pursuant to the City's approval of the General Development Plan on the 2nd day of April, 2019, the Plan consists of sixteen (16) residential units with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit "B."**

F. Pursuant to section 10-13-2-D, exceptions to or modification of the general standards for development within the residential and commercial zoning districts may be granted in the P District Zoning if the City determines that such exceptions are desirable and warranted. By this Agreement, the Parties desire to stipulate the required standards with respect to: land use; building size, layout, materials and architecture; landscaping; parking; signage size, placement, height, and design; lighting; fencing materials; and any other standards specified herein and included within the Project's P District Zoning.

AGREEMENT

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

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. General Development Plan Approval. To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the General Development Plan for the Project, including the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. The developer may not substantively deviate from the General Development Plan without prior approval by the City. Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have, Preliminary Design Plan, Site Plan, Final Plat, Construction Plans and Building Permits (as those terms are defined in section 10-3 of the Code) approved by the City and to develop the Project as proposed and approved. The Developer hereby agrees that the Project is subject to all City ordinances except as specifically modified herein by this Agreement. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

3. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the city Council of North Salt Lake and signed by the City's Mayor (the "Term").

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C"** of this Agreement and are entitled Preliminary Plan & Landscape Plan.

b. Notwithstanding anything in the Code to the contrary, the land use standards, including but not limited to, setbacks, building heights, uses, etc., for all structures to be developed within the Project shall be as described in attached **Exhibit "D"** and are hereby approved by the City for use in the Project and are entitled P District Land Use Standards.

c. Developer and City hereby agree that architectural standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit "E"** of this Agreement and are entitled, "Architectural Standards for Orchard Grove Townhomes".

d. Phasing Plan. The Developer intends to construct the project in one phase.

e. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the project. The Developer agrees to construct all required public improvements, at its expense.

5. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect at the time of the submittal of their respective development applications. The developer is solely responsible for payment of any required fees to the South Davis Water District and South Davis Sewer District.

6. Agreement to Run with the Land/Assignment. A memorandum of this Agreement shall be recorded by Developer against the Property in the form attached **Exhibit "F"**. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Neither Developer nor their successors and assigns shall have the right to assign this Agreement, in whole or in part, unless: (a) such assignee becomes the owner of fee simple title to that portion of the Property affected by the rights and obligations under this Agreement that are being assigned, and (b) the City has consented in writing to the assignment, which consent shall not be unreasonably withheld.

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

To Developer: Brighton

To the City: City of North Salt Lake
Attn: City Manager
10 East Center Street
North Salt Lake, Utah 84054

In the event that either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 6.

8. Default. In the event either Party fails to perform its obligations hereunder or to comply with the terms thereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, and the non-defaulting Party may, at its election, have the following remedies:

a. All rights and remedies available in equity, including injunctive relief or specific performance, but shall have no claim for money damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project and this Agreement.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

9. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regularly approvals given by the City for the Property and/or the Project or any phase thereof containing the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the Parties which are not contained in this Agreement, regulatory approvals and related conditions.

10. Severability. The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

[The remainder of this page is intentionally left blank.]

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

ATTEST:

_____
City Recorder

CITY
CITY OF NORTH SALT LAKE

_____
By: Len Arave
Its: Mayor

DEVELOPER

_____

_____

_____
By:
Its:

EXHIBIT "A"
LEGAL DESCRIPTION

All property included in Davis County Parcel Identification numbers: 01-047-0357 and containing approximately 1.172 acres.

Legal Description:

BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ODELL LANE, SAID POINT IS 948.84 FEET S89°54'24"W ALONG THE SECTION LINE AND 694.98' N00°05'36"W FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, AND RUNNING THENCE S69°40'45"E 220.15 FEET TO THE BEGINNING OF A 17.51-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 20.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 68°20'19" (CHORD TO SAID CURVE BEARS S35°30'35"E FOR A DISTANCE OF 19.66 FEET); THENCE S43°03'24"W 227.61 FEET; THENCE N69°57'40"W 238.10 FEET; THENCE N24°31'50"E 112.35 FEET; THENCE S70°08'36"E 60.94 FEET; THENCE N22°36'24"E 109.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,036 SQUARE FEET OR 1.172 ACRES MORE OR LESS.

EXHIBIT "B"
GENERAL DEVELOPMENT PLAN

The General Development Plan for the Orchard Grove Townhomes project approved by the City Council on the 2nd day of April, 2019.



EXHIBIT "C"
PRELIMINARY PLAN & LANDSCAPE PLAN

Reeve & Associates, Inc. - Solutions You Can Build On

ORCHARD GROVE
PRELIMINARY PLAT - 'NOT TO BE RECORDED'

PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
APRIL, 2019



Vicinity Map
SCALE: 1"=1000'

NOTES

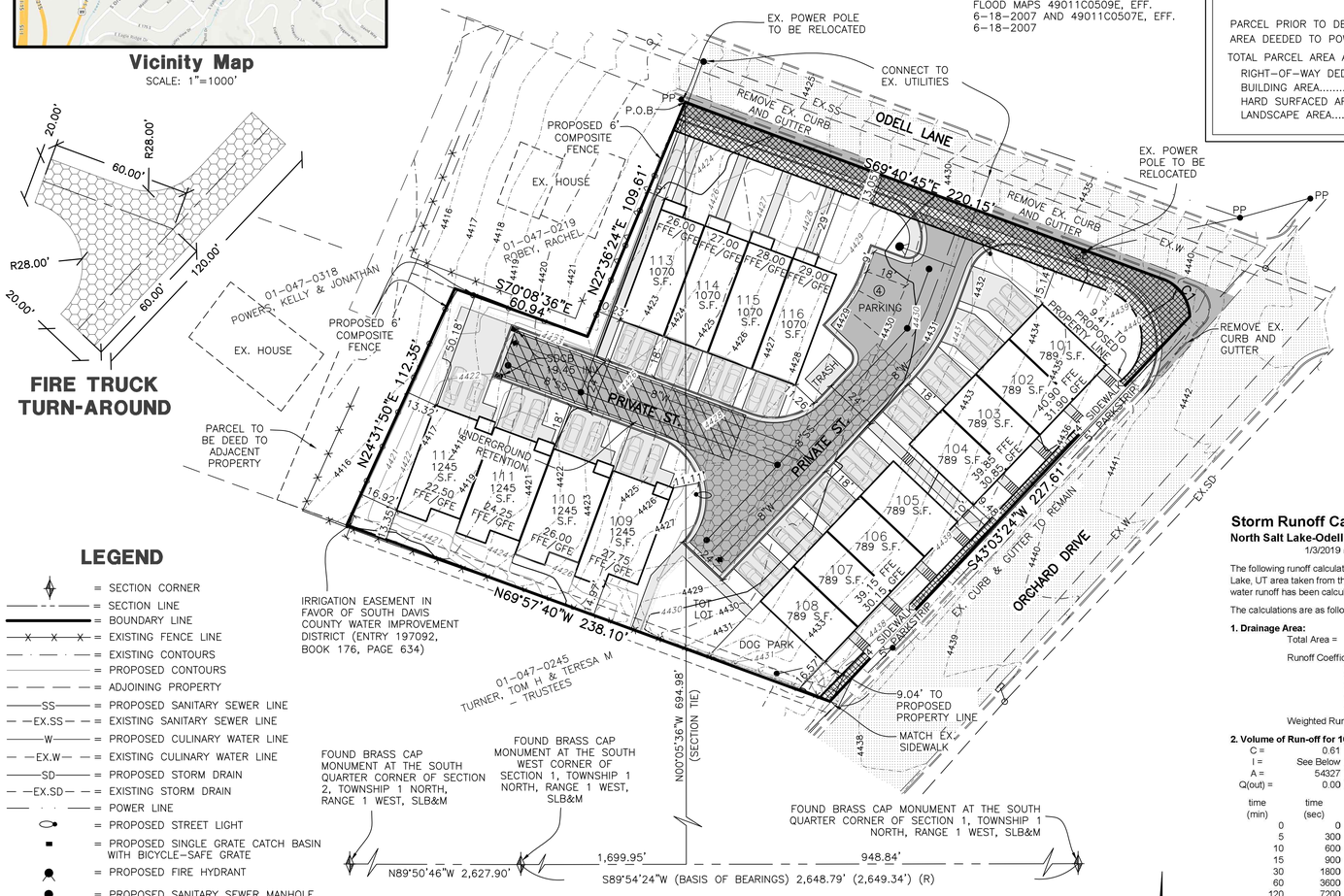
1. EXISTING AND PROPOSED CONTOURS ARE SHOWN IN ONE FOOT INTERVALS.
2. PROJECT IS ZONE X ACCORDING TO FEMA FLOOD MAPS 49011C0509E, EFF. 6-18-2007 AND 49011C0507E, EFF. 6-18-2007

Site Information

Parcel ID# 01-047-0357
ODELL AVE. & ORCHARD DRIVE
NORTH SALT LAKE, DAVIS COUNTY, UTAH

PARKING.....68 TOTAL
4 ON-STREET STALLS
2 CAR DRIVEWAY (32 STALLS)
2 CAR GARAGE (32 STALLS)

PARCEL PRIOR TO DEV.....54,327 s.f. (1.25 ACRES)
AREA DEEDED TO POWERS.....(3,291) s.f. ((0.08) ACRES)
TOTAL PARCEL AREA AT DEV.....51,036 s.f. (1.17 ACRES)
RIGHT-OF-WAY DEDICATION.....(3,997) s.f. ((0.09) ACRES) 7.8%
BUILDING AREA.....15,204 s.f. (0.35 ACRES) 29.8% 16 UNITS
HARD SURFACED AREA.....16,467 s.f. (0.38 ACRES) 32.3%
LANDSCAPE AREA.....15,368 s.f. (0.35 ACRES) 30.1%



BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ODELL LANE, SAID POINT IS 948.84 FEET S89°54'24"W ALONG THE SECTION LINE AND 694.98' N00°05'36"W FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, AND RUNNING THENCE S69°40'45"E 220.15 FEET TO THE BEGINNING OF A 17.51-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 20.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 68°20'19" (CHORD TO SAID CURVE BEARS S35°30'35"E FOR A DISTANCE OF 19.66 FEET); THENCE S43°03'24"W 227.61 FEET; THENCE N69°57'40"W 238.10 FEET; THENCE N24°31'50"E 112.35 FEET; THENCE S70°08'36"E 60.94 FEET; THENCE N22°36'24"E 109.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,036 SQUARE FEET OR 1.172 ACRES MORE OR LESS.

LEGEND

- = SECTION CORNER
- = SECTION LINE
- = BOUNDARY LINE
- = EXISTING FENCE LINE
- = EXISTING CONTOURS
- = PROPOSED CONTOURS
- = ADJOINING PROPERTY
- SS = PROPOSED SANITARY SEWER LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- W = PROPOSED CULINARY WATER LINE
- EX.W = EXISTING CULINARY WATER LINE
- SD = PROPOSED STORM DRAIN
- EX.SD = EXISTING STORM DRAIN
- = POWER LINE
- = PROPOSED STREET LIGHT
- = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- = PROPOSED FIRE HYDRANT
- = PROPOSED SANITARY SEWER MANHOLE
- = PLUG W/ 2" BLOW-OFF
- = PROPOSED STORM DRAIN MANHOLE
- PP = EXISTING POWER POLE
- = EXISTING ASPHALT SURFACE
- = PROPOSED ASPHALT SURFACE
- = PROPOSED CONCRETE SURFACE
- = DEDICATE TO CITY
- = FIRE TURN-AROUND

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	17.51'	20.88'	19.66'	11.88'	S35°30'35"E	68°20'19"

30 0 30 60 90
Scale: 1" = 30

Storm Runoff Calculations

North Salt Lake-Odell Townhomes
1/3/2019 EF 6440-15

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for North Salt Lake, UT area taken from the NOAA Atlas 14 database, using a 25 year 24 hour storm for **retention**. Storm water runoff has been calculated for **completed site conditions**.

The calculations are as follows:

1. Drainage Area:
Total Area = 1.25 acre or 54327 ft²

Runoff Coefficients

Paved Area (ft²)	12810	C = 0.90
Landscaped Area (ft²)	22316	C = 0.20
Bio-Infiltration Area (ft²)	0	C = 0.10
Roof/Hardscape Area (ft²)	19201	C = 0.90
Weighted Runoff Coefficient		C = 0.61

2. Volume of Run-off for 100-year 24-Hour Storm Event:
C = 0.61 Post-Development Allowed Flow: 0 cfs/acre
I = See Below in/hr (Retention Facility)
A = 54327 ft²
Q(out) = 0.00 ft³/s

time (min)	time (sec)	i (in.)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0.00	0.00	0.00	0.00
5	300	0.45	5.40	4.16	1247.74	0.00	1247.74
10	600	0.69	4.14	3.19	1913.20	0.00	1913.20
15	900	0.86	3.44	2.65	2384.57	0.00	2384.57
30	1800	1.16	2.32	1.79	3216.40	0.00	3216.40
60	3600	1.43	1.43	1.10	3965.04	0.00	3965.04
120	7200	1.63	0.82	0.63	4519.60	0.00	4519.60
180	10800	1.71	0.57	0.44	4741.42	0.00	4741.42
360	21600	1.94	0.32	0.25	5381.92	0.00	5381.92
720	43200	2.39	0.20	0.15	6626.89	0.00	6626.89
1440	86400	2.91	0.12	0.09	8068.73	0.00	8068.73

Total Required Retention Volume: 8,068.7 ft³

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF ORCHARD GROVE IN NORTH SALT LAKE, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF NORTH SALT LAKE, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20___.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO UNITS AND PRIVATE STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT ORCHARD GROVE, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PRIVATE THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY, STORM WATER RETENTION, AND DRAINAGE EASEMENTS, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO DEDICATE ALL COMMON AREAS AS PUBLIC UTILITY AND DRAINAGE EASEMENT.

SIGNED THIS _____ DAY OF _____, 20___.

BANK OF UTAH ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THIS THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF BANK OF UTAH, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS. AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____ _____
A NOTARY PUBLIC
COMMISSIONED IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION NO._____ _____
PRINTED FULL NAME OF NOTARY

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CITY ATTORNEY

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN, PLANNING COMMISSION

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY,

THIS _____ DAY OF _____, 20___.

CITY RECORDER ATTEST:_____

MAYOR:_____

DEVELOPER:

BRIGHTON HOMES
215 NORTH REDWOOD ROAD, SUITE 8
NORTH SALT LAKE, UT. 84054
(801) 397-9755

PROJECT INFORMATION

Surveyor: T. HATCH
Designer: E. ROCHE
Begin Date: 4-4-19
Project Name: ORCHARD GROVE
Number: 6440-15
Scale: 1"=30'
Revision: 5-1-19
Checked:

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

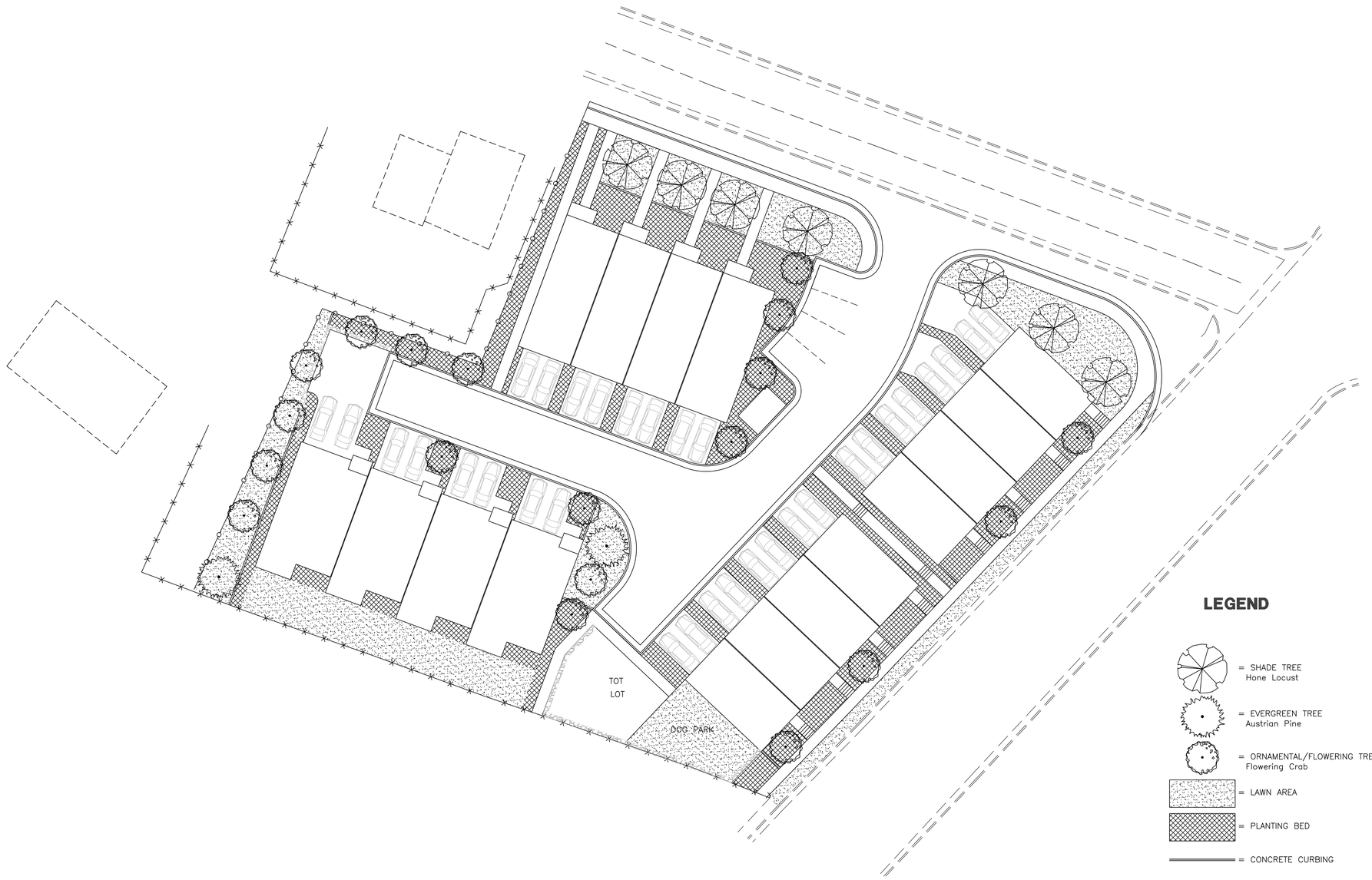
ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

_____
DAVIS COUNTY RECORDER

_____ DEPUTY.

Reeve & Associates, Inc. - Solutions You Can Build On

Reeve & Associates, Inc. - Solutions You Can Build On



LEGEND

= SHADE TREE
Hone Locust

= EVERGREEN TREE
Austrian Pine

= ORNAMENTAL/FLOWERING TREE
Flowering Crab

= LAWN AREA

= PLANTING BED

= CONCRETE CURBING

20 0 20 40 60

Scale: 1" = 20'

811 Know what's below. Call before you dig.

Reeve & Associates, Inc.
5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

REVISIONS

DATE	DESCRIPTION

Orchard Grove

NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH

Landscape Concept Plan

Project Info.

Engineer: J. NATE REEVE, P.E.
Drafter: N. Peterson
Begin Date: JANUARY 2019
Name: ORCHARD GROVE
Number: 6440-15

Sheet L1 of 1 Sheets

THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF REEVE & ASSOCIATES, INC., 5160 SOUTH 1500 WEST RIVERDALE, UTAH 84405, AND SHALL NOT BE PHOTOCOPIED, RE-DRAWN, OR USED ON ANY PROJECT OTHER THAN THE PROJECT SPECIFICALLY DESIGNED FOR, WITHOUT THEIR WRITTEN PERMISSION. THE OWNERS AND ENGINEERS OF REEVE & ASSOCIATES, INC. DISCLAIM ANY LIABILITY FOR ANY CHANGES OR MODIFICATIONS MADE TO THESE PLANS OR THE DESIGN THEREON WITHOUT THEIR CONSENT.

Reeve & Associates, Inc. - Solutions You Can Build On

1/7/2019 | npeterson | G:\6440 Brighton Homes\15 - Odell & Orchard, NSL\Landscape\concept landscape.dwg Reeve & Associates, Inc. - Solutions You Can Build On

EXHIBIT "D"

ORCHARD GROVE P DISTRICT LAND USE STANDARDS

1. Purpose. This Exhibit outlines the standards pursuant to which Orchared Grove Townhomes Residential uses shall be developed within the P District. References herein to the term "Code" shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances.

2. Residential Standards for Townhomes.
   a. Lot Area:
      i. Due to the nature of townhome development, there shall be no minimum lot area; however, no residential unit constructed in the P district shall have a living area less than 1,400 square feet and a minimum of 3 bedrooms.
   b. Maximum Coverage Area.
      i. Due to the nature of townhome development and the unusual shape of the property, there shall be no maximum coverage area per lot.
   c. Maximum Height of Buildings.
      i. The maximum height for all residential structures in the P District shall be thirty-five (35) feet from finished final grade, per city land use ordinance section 10-1-25.
   d. Lot Width and Depth:
      i. The minimum lot width and depth for the lot shall be as depicted on the approved preliminary design plan.
   e. Setbacks, front:
      i. The front yard setback shall be a minimum of nine (9') feet from the new dedicated right-of-way line for the units fronting Orchard Drive.
      ii. The front yard setback be a minimum of twenty-five (25) fet from the new dedicated right-of-way for the untis fronting Odell Lane
   f. Setbacks, rear:
      i. The minimum rear yard setback from the development boundary shall be a minimum of thirteen (13) feet.
   g. Setbacks, side:
      i. The minimum side yard setback from the development boundary shall be a minimum of eight (8) feet.
   h. Setbacks for individual units:
      i. The side yard setbacks shall be zero (0) feet between units.
      ii. The minimum distance between residential buildings shall be ten (10) feet.
   i. Minimum Landscape Percentage.
      i. The minimum landscape percentage for the entire development shall be 30%.
   j. Accessory Buildings:
      i. Accessory buildings shall not be allowed for individual residential units.
      ii. Accessory buildings or structures within the common area shall include only those necessary for the operations of the Home Owners Associations

and enjoyment of the residents, including a trash enclosure, playground equipment, etc.

k. Fence:
    i. The maximum solid fence height within 20 feet of a public street shall be four (4')feet.
    ii. The maximum height for the remainder of the perimeter fence shall be eight (8) feet. A minimum six foot composite fence shall be required in the P District on the perimeter of the residential portion of the property in accordance with the Development Agreement.

l. Parking shall be provided as follows
    i. Each unit shall include a two (2) car garage, for a total of 32 spaces.
    ii. Guest parking shall be provided in the amount of 36 spaces, including a minimum of 2 driveways spaces per unit and 4 additional guest spaces within the common area and as shown on the preliminary plan.
    iii. Total parking provided: 68 spaces, 4.255 spaces per unit.

3. Permitted Uses.
    a. Single family attached dwellings (townhomes)
    b. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.
    c. One (1) model home unit

EXHIBIT "E"

ARCHITECTURAL STANDARDS FOR ORCHARD GROVE TOWNHOMES

The Architectural Rules and Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Orchard Grove Townhomes and for maintaining an orderly construction environment. These guidelines will be used by the Declarant in conjunction with the Declaration of Covenants, Conditions, Restrictions, and Easements (Declaration), and any undefined terms shall have the same meaning as contained therein.

Design Standards:

A. Exterior Elevations

All exterior residential elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan for Orchard Grove Townhomes. The units shall utilize shared common space and rear entry garages as depicted on the Preliminary Plan and General Development Plan. In order to create a varied streetscape individual units shall be varied in architectural accents, colors, and materials. All homes in the community will have two-garages side by side garages.







B. Exterior Finishes and Colors

1. **Materials and Colors.** Exterior materials shall consist of Fiber Cement Board, Brick, Stucco and Metal accents, and Asphalt Shingles. The following colors and materials shall be used in the construction of all townhomes. Minor variations in color/tone may be approved by the Community Development Director in accordance with this general color pallet.

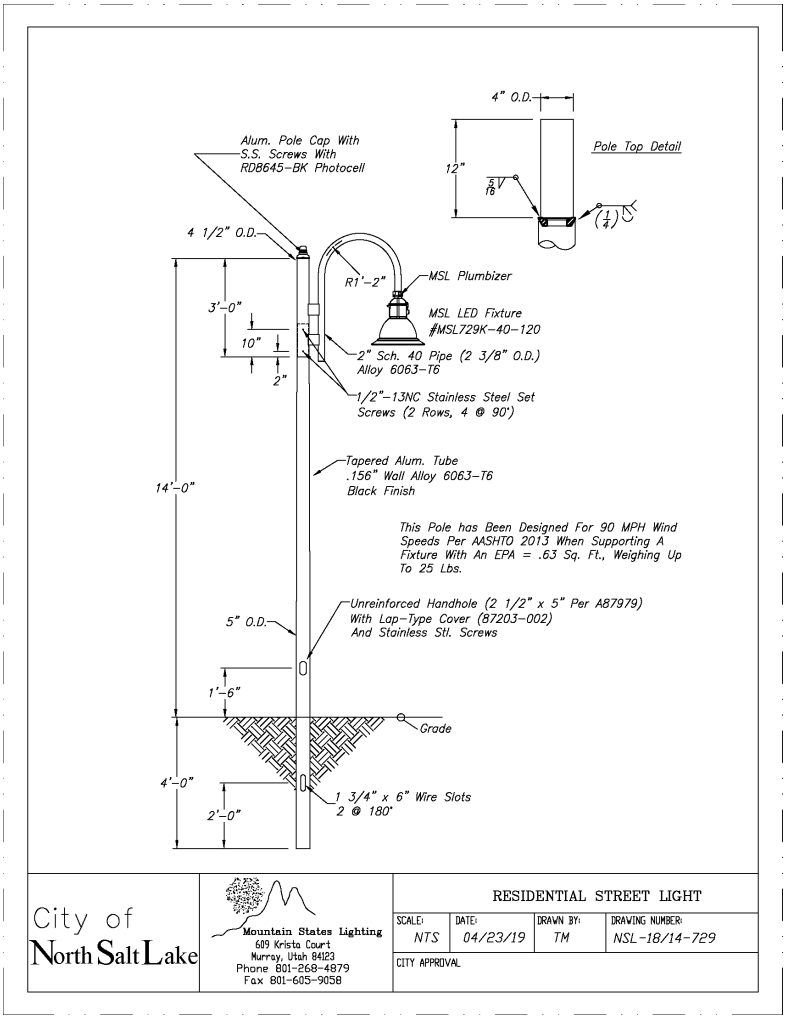
Insert Graphic

C. Garages and Driveways

Interiors of garages shall be sheet-rocked and taped. All homes must have at least a 2 car garage, side by side. Sanded, textured and painted drywall is optional.

D. Lamp Posts, Building Lighting

The development shall utilize the following light poles in black. Declarant will install the following commercial quality lamp post, or another mutually agreed upon between the City and Developer:



Declarant will submit a lighting plan detailing the location of the proposed lamp posts with final plat application.

All site/building lighting shall be shielded and directed downward so light spill does not adversely affect adjacent properties or streets.

E. Landscaping

Upon completion of each unit, the Declarant shall install landscaping in accordance with the approved landscape plan. A unity of the design of an overall development master plan shall be achieved by the repetition of certain plant varieties, colors and materials to tie the overall development together. All landscaping and irrigation shall utilize efficient landscaping techniques and drought tolerant species where possible.

F. Mailboxes

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant based on the requirements and approval of the U.S. Postal Service. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

G. Fencing Material

The project perimeter fencing material with composite fencing material, similar to the figure below, in a color coordinated with the materials used in the construction of the townhomes.

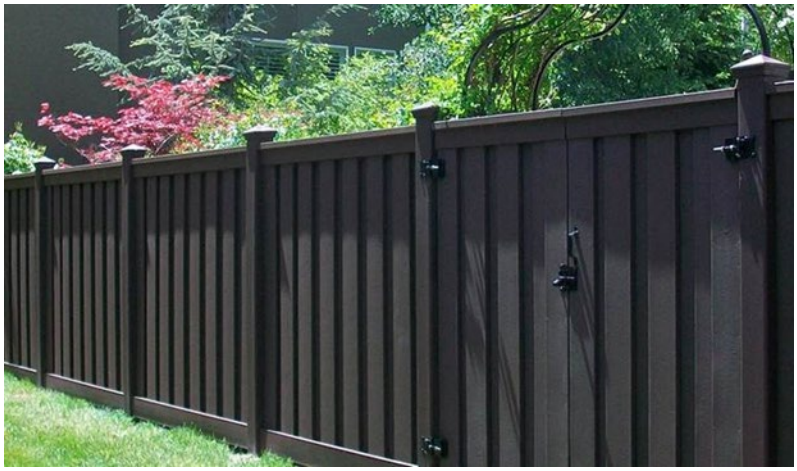


EXHIBIT "F"
RECORDABLE MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

City of North Salt Lake
Attn: City Recorder
10 East Center Street
North Salt Lake, UT 84054

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the "City," and _____ **_____, a Utah limited liability company,** whose address is _____ _____ ("Developer").

Developer and the City have entered into that certain "Development Agreement for Orchard Grove Townhomes", dated _____ (referred to herein as the "Agreement") regarding the real property to be known as the Orchard Grove Townhomes PUD and more particularly described on the attached **Schedule "A"** (the "Property"). Copies of the Agreement are on file in the offices of the City of North Salt Lake.

This Memorandum is executed and recorded in the Davis County Recorder's Office in order to provide third-parties with notice of the Agreement. The effect of the Agreement as to each portion of the Property shall expire upon the issuance of a certificate of occupancy for a structure by the City as to the subject portion.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

"CITY"

CITY OF NORTH SALT LAKE

ATTEST:

_____ By:_____
City Recorder Mayor

State of Utah)
ss.
County of Davis)

This instrument was acknowledged before me on _____, 2018, by _____ as _____ of City of North Salt Lake, a Utah municipal corporation.

[Seal] _____
NOTARY PUBLIC

My Commission Expires:_____

"DEVELOPER"

By:_____

Title:_____

State of Utah)
ss.
County of Davis)

This instrument was acknowledged before me on _____, 2016, by _____ as _____ of _____, a Utah Limited Liability company.

[Seal] _____
NOTARY PUBLIC

My Commission Expires:_____

SCHEDULE "A"

LEGAL DESCRIPTION

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: May 14, 2019

SUBJECT: Preliminary plan for Orchard Grove PUD located at 378 East Odell Lane

---

RECOMMENDATION

The Development Review Committee (DRC) recommends approval to the Planning Commission the preliminary plan for Orchard Grove PUD located at 378 East Odell Lane subject to the following:

1. Approval of the P-District Rezone and Development Agreement by the City Council;
2. The resolution of the appeal hearing upholding the approval of the General Development Plan by the City Council.

BACKGROUND

The purpose of this application is to facilitate the general development plan known as Orchard Grove Townhomes located at approximately 378 East Odell Lane. The property is a total of approximately 1.24 acres currently zoned RM-7 and is recommended for a rezone to the P-District. The general development plan for Orchard Grove Townhomes was approved by the City Council on April 2, 2019. In conjunction with the P-District rezone request, the development agreement will include this preliminary plan.

REVIEW

The project will be developed in one phase for final plating. The townhomes are being platted for individual sale. The DRC has reviewed the preliminary plat for compliance with applicable standards of the subdivision ordinance. The Engineering division will require final civil drawings prior to final plat. The preliminary plan meets the minimum standards for the zone and conforms to the proposed zone change and draft development agreement.

POSSIBLE MOTION

I move that the Planning Commission recommend to the City Council the approval of the proposed preliminary plan for Orchard Grove PUD located at 378 East Odell Lane subject to the following:

1. Approval of the P-District Rezone and Development Agreement by the City Council;
2. The resolution of the appeal hearing upholding the approval of the General Development

Plan by the City Council.

Attachments:

1) Preliminary Plan

Reeve & Associates, Inc. - Solutions You Can Build On

ORCHARD GROVE
PRELIMINARY PLAT - 'NOT TO BE RECORDED'

PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH,
RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
NORTH SALT LAKE CITY, DAVIS COUNTY, UTAH
APRIL, 2019



Vicinity Map
SCALE: 1"=1000'

NOTES

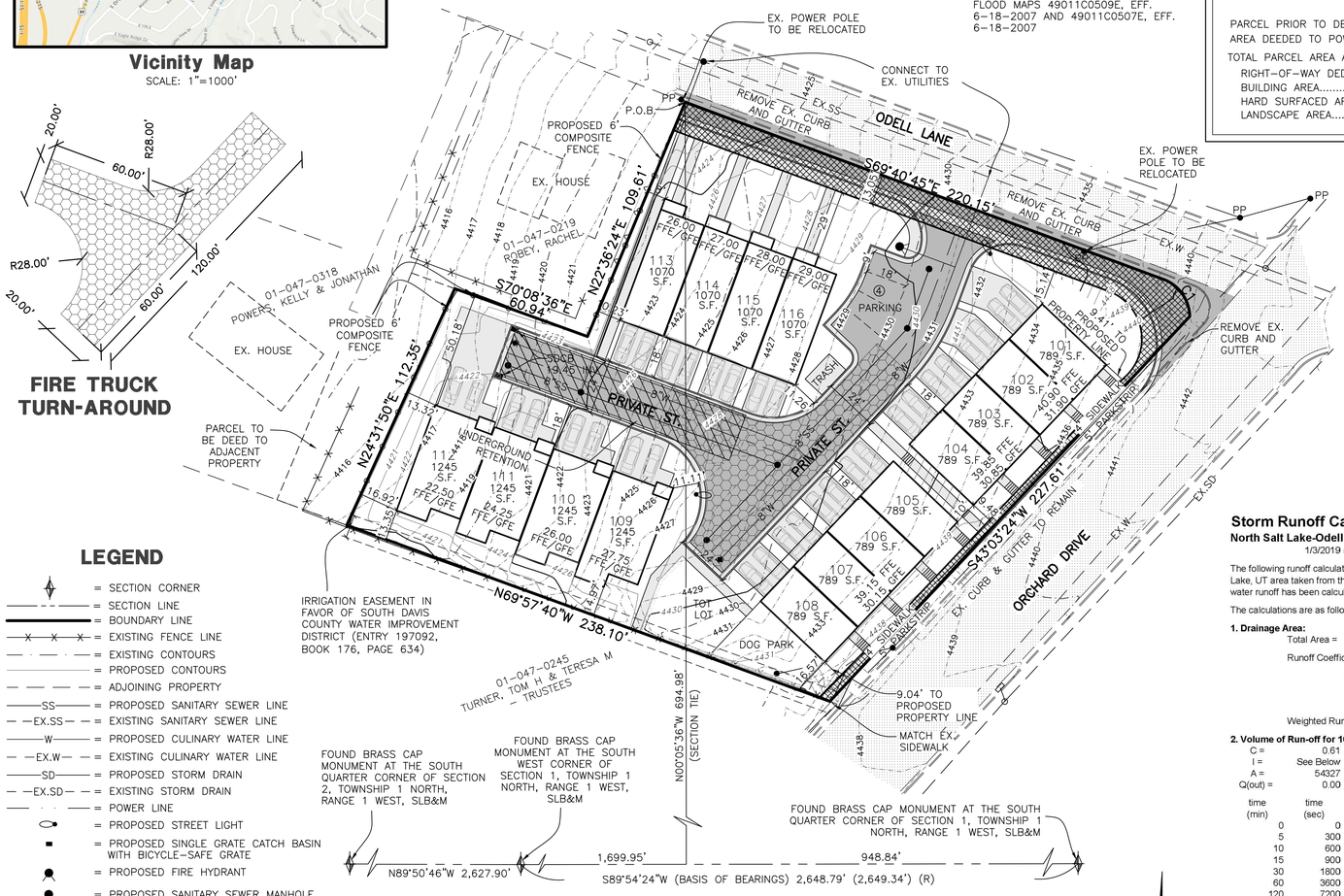
1. EXISTING AND PROPOSED CONTOURS ARE SHOWN IN ONE FOOT INTERVALS.
2. PROJECT IS ZONE X ACCORDING TO FEMA FLOOD MAPS 49011C0509E, EFF. 6-18-2007 AND 49011C0507E, EFF. 6-18-2007

Site Information

Parcel ID# 01-047-0357
ODELL AVE. & ORCHARD DRIVE
NORTH SALT LAKE, DAVIS COUNTY, UTAH

PARKING.....68 TOTAL
4 ON-STREET STALLS
2 CAR DRIVEWAY (32 STALLS)
2 CAR GARAGE (32 STALLS)

PARCEL PRIOR TO DEV.....54,327 s.f. (1.25 ACRES)
AREA DEEDED TO POWERS.....(3,291) s.f. ((0.08) ACRES)
TOTAL PARCEL AREA AT DEV.....51,036 s.f. (1.17 ACRES)
RIGHT-OF-WAY DEDICATION.....(3,997) s.f. ((0.09) ACRES) 7.8%
BUILDING AREA.....15,204 s.f. (0.35 ACRES) 29.8% 16 UNITS
HARD SURFACED AREA.....16,467 s.f. (0.38 ACRES) 32.3%
LANDSCAPE AREA.....15,368 s.f. (0.35 ACRES) 30.1%



BOUNDARY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF ODELL LANE, SAID POINT IS 948.84 FEET S89°54'24"W ALONG THE SECTION LINE AND 694.98' N00°05'36"W FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, AND RUNNING THENCE S69°40'45"E 220.15 FEET TO THE BEGINNING OF A 17.51-FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 20.88 FEET ALONG THE ARC OF SAID CURVE THROUGH A DELTA ANGLE OF 68°20'19" (CHORD TO SAID CURVE BEARS S35°30'35"E FOR A DISTANCE OF 19.66 FEET); THENCE S43°03'24"W 227.61 FEET; THENCE N69°57'40"W 238.10 FEET; THENCE N24°31'50"E 112.35 FEET; THENCE S70°08'36"E 60.94 FEET; THENCE N22°36'24"E 109.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 51,036 SQUARE FEET OR 1.172 ACRES MORE OR LESS.

LEGEND

- = SECTION CORNER
- = SECTION LINE
- = BOUNDARY LINE
- = EXISTING FENCE LINE
- = EXISTING CONTOURS
- = PROPOSED CONTOURS
- = ADJOINING PROPERTY
- SS = PROPOSED SANITARY SEWER LINE
- EX.SS = EXISTING SANITARY SEWER LINE
- W = PROPOSED CULINARY WATER LINE
- EX.W = EXISTING CULINARY WATER LINE
- SD = PROPOSED STORM DRAIN
- EX.SD = EXISTING STORM DRAIN
- = POWER LINE
- = PROPOSED STREET LIGHT
- = PROPOSED SINGLE GRATE CATCH BASIN WITH BICYCLE-SAFE GRATE
- = PROPOSED FIRE HYDRANT
- = PROPOSED SANITARY SEWER MANHOLE
- = PLUG W/ 2" BLOW-OFF
- = PROPOSED STORM DRAIN MANHOLE
- PP = EXISTING POWER POLE
- = EXISTING ASPHALT SURFACE
- = PROPOSED ASPHALT SURFACE
- = PROPOSED CONCRETE SURFACE
- = DEDICATE TO CITY
- = FIRE TURN-AROUND

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	17.51'	20.88'	19.66'	11.88'	S35°30'35"E	68°20'19"

30 0 30 60 90
Scale: 1" = 30

Storm Runoff Calculations

North Salt Lake-Odell Townhomes
1/3/2019 EF 6440-15

The following runoff calculations are based on the Rainfall - Intensity - Duration Frequency Curve for North Salt Lake, UT area taken from the NOAA Atlas 14 database, using a 25 year 24 hour storm for **retention**. Storm water runoff has been calculated for **completed site conditions**.

The calculations are as follows:

1. Drainage Area:
Total Area = 1.25 acre or 54327 ft²

Runoff Coefficients

Paved Area (ft²)	12810	C = 0.90
Landscaped Area (ft²)	22316	C = 0.20
Bio-Infiltration Area (ft²)	0	C = 0.10
Roof/Hardscape Area (ft²)	19201	C = 0.90
Weighted Runoff Coefficient		C = 0.61

2. Volume of Run-off for 100-year 24-Hour Storm Event:
C = 0.61 Post-Development Allowed Flow: 0 cfs/acre
I = See Below in/hr (Retention Facility)
A = 54327 ft²
Q(out) = 0.00 ft³/s

time (min)	time (sec)	i (in.)	i (in./hr.)	Q (cfs)	Vol. in (cf)	Vol. out (cf)	Difference (cf)
0	0	0.00	0.00	0.00	0.00	0.00	0.00
5	300	0.45	5.40	4.16	1247.74	0.00	1247.74
10	600	0.69	4.14	3.19	1913.20	0.00	1913.20
15	900	0.86	3.44	2.65	2384.57	0.00	2384.57
30	1800	1.16	2.32	1.79	3216.40	0.00	3216.40
60	3600	1.43	1.43	1.10	3965.04	0.00	3965.04
120	7200	1.63	0.82	0.63	4519.60	0.00	4519.60
180	10800	1.71	0.57	0.44	4741.42	0.00	4741.42
360	21600	1.94	0.32	0.25	5381.92	0.00	5381.92
720	43200	2.39	0.20	0.15	6626.89	0.00	6626.89
1440	86400	2.91	0.12	0.09	8068.73	0.00	8068.73

Total Required Retention Volume: 8,068.7 ft³

SURVEYOR'S CERTIFICATE

I, TREVOR J. HATCH, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF UTAH IN ACCORDANCE WITH TITLE 58, CHAPTER 22, PROFESSIONAL ENGINEERS AND LAND SURVEYORS ACT; AND THAT I HAVE COMPLETED A SURVEY OF THE PROPERTY DESCRIBED ON THIS PLAT IN ACCORDANCE WITH SECTION 17-23-17 AND HAVE VERIFIED ALL MEASUREMENTS, AND HAVE PLACED MONUMENTS AS REPRESENTED ON THIS PLAT, AND THAT THIS PLAT OF ORCHARD GROVE IN NORTH SALT LAKE, DAVIS COUNTY, UTAH, HAS BEEN DRAWN CORRECTLY TO THE DESIGNATED SCALE AND IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LANDS INCLUDED IN SAID SUBDIVISION, BASED UPON DATA COMPILED FROM RECORDS IN THE DAVIS COUNTY RECORDER'S OFFICE AND FROM SAID SURVEY MADE BY ME ON THE GROUND, I FURTHER CERTIFY THAT THE REQUIREMENTS OF ALL APPLICABLE STATUTES AND ORDINANCES OF NORTH SALT LAKE, DAVIS COUNTY CONCERNING ZONING REQUIREMENTS REGARDING LOT MEASUREMENTS HAVE BEEN COMPLIED WITH.

SIGNED THIS _____ DAY OF _____, 20___.

9031945
UTAH LICENSE NUMBER

PROFESSIONAL LAND SURVEYOR
9031945
TREVOR J. HATCH
STATE OF UTAH

OWNERS DEDICATION AND CERTIFICATION

WE THE UNDERSIGNED OWNERS OF THE HEREIN DESCRIBED TRACT OF LAND, DO HEREBY SET APART AND SUBDIVIDE THE SAME INTO UNITS AND PRIVATE STREETS AS SHOWN ON THE PLAT AND NAME SAID TRACT ORCHARD GROVE, AND DO HEREBY DEDICATE TO PUBLIC USE ALL THOSE PARTS OR PORTIONS OF SAID TRACT OF LAND DESIGNATED AS STREETS, THE SAME TO BE USED AS PRIVATE THOROUGHFARES ALSO TO GRANT AND DEDICATE A PERPETUAL RIGHT AND EASEMENT OVER, UPON AND UNDER THE LANDS DESIGNATED HEREON AS PRIVATE UTILITY, STORM WATER RETENTION, AND DRAINAGE EASEMENTS, WITH NO BUILDINGS OR STRUCTURES BEING ERECTED WITHIN SUCH EASEMENTS AND ALSO TO DEDICATE ALL COMMON AREAS AS PUBLIC UTILITY AND DRAINAGE EASEMENT.

SIGNED THIS _____ DAY OF _____, 20___.

BANK OF UTAH ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THIS THE _____ DAY OF _____, 20___, PERSONALLY APPEARED BEFORE ME _____, WHO BEING BY ME DULY SWORN DID SAY THAT HE/SHE IS THE _____ OF BANK OF UTAH, AND THAT THE FOREGOING INSTRUMENT WAS SIGNED IN BEHALF OF SAID CORPORATION BY AUTHORITY OF ITS BOARD OF DIRECTORS. AND HE/SHE ACKNOWLEDGED TO ME THAT SAID CORPORATION EXECUTED THE SAME.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

RESIDING IN _____ COUNTY, _____

LIMITED LIABILITY ACKNOWLEDGMENT

STATE OF UTAH)ss.
COUNTY OF _____)

ON THE _____ DAY OF _____, 20___ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR THE COUNTY OF _____, IN SAID STATE OF UTAH, _____, WHO AFTER BEING DULY SWORN, ACKNOWLEDGED TO ME THAT HE/SHE IS THE _____ OF _____, AND THAT HE/SHE SIGNED THE OWNER'S DEDICATION FREELY AND VOLUNTARILY FOR AND IN BEHALF OF SAID LIMITED LIABILITY COMPANY FOR THE PURPOSES THEREIN MENTIONED.

MY COMMISSION EXPIRES:_____ _____
A NOTARY PUBLIC
COMMISSIONED IN UTAH
RESIDING IN _____ COUNTY

MY COMMISSION NO._____ _____
PRINTED FULL NAME OF NOTARY

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CITY ENGINEER

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CITY ATTORNEY

RECOMMENDED FOR APPROVAL

THIS _____ DAY OF _____, 20___.

_____
CHAIRMAN, PLANNING COMMISSION

CITY COUNCIL'S APPROVAL

PRESENTED TO THE CITY COUNCIL OF NORTH SALT LAKE CITY,

THIS _____ DAY OF _____, 20___.

CITY RECORDER ATTEST:_____

MAYOR:_____

DEVELOPER:

BRIGHTON HOMES
215 NORTH REDWOOD ROAD, SUITE 8
NORTH SALT LAKE, UT. 84054
(801) 397-9755

PROJECT INFORMATION

Surveyor: T. HATCH
Designer: E. ROCHE
Begin Date: 4-4-19
Project Name: ORCHARD GROVE
Number: 6440-15
Scale: 1"=30'
Revision: 5-1-19
Checked:

Reeve & Associates, Inc.
5160 S 1500 W, RIVERDALE, UTAH 84405
TEL: (801) 621-3100 FAX: (801) 621-2666 www.reeve-assoc.com
LAND PLANNERS • CIVIL ENGINEERS • LAND SURVEYORS
TRAFFIC ENGINEERS • STRUCTURAL ENGINEERS • LANDSCAPE ARCHITECTS

DAVIS COUNTY RECORDER

ENTRY NO._____ FEE PAID _____ FILED FOR RECORD AND RECORDED, _____ AT _____ IN BOOK _____ OF THE OFFICIAL RECORDS, PAGE _____
RECORDED FOR:

_____
DAVIS COUNTY RECORDER

_____ DEPUTY.

Reeve & Associates, Inc. - Solutions You Can Build On

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Kate Werrett, Planning Technician

DATE: May 14, 2019

SUBJECT: Amendment to the Conditional Use Permit for Pine Terrace Townhome Apartments for a Garage Conversion located at 4247 and 4289 South Highway 89.

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the amendment to the conditional use permit for the Pine Terrace Townhome Apartments to allow a garage conversion located at 4247 and 4289 South Highway 89 with the following conditions:

1. Exterior walls within five feet of the property line must have a 1-hour fire wall.
2. Impact fees to be paid for the new unit.
3. Submission of a letter from South Davis Water confirming approval for connection to the water system.
4. Submission of a letter for South Davis Sewer District confirming approval for connection to the sewer system.
5. Confirmation of two parking spaces for the new unit, with one covered space.
6. The existing fencing will be repaired/restored.
7. Landscaping to be cleaned up around the entire building and have ongoing maintenance.

BACKGROUND

The applicant, Restore Utah the owners of Pine Terrace Townhome Apartments, has proposed to convert an existing detached garage into a residential unit. The apartment complex is located at 4247 and 4289 South Highway 89. The structure is 768 sf and ten feet seven inches (10’7”) tall. The garage will be converted into a two-bedroom, one-bathroom unit. This site is located in the Highway Commercial Zoning District. The garage was previously used for maintenance personnel and storage.

Staff has identified possible conditions associated with the request, details on these conditions are below:

The structure is two feet four inches (2’4”) from the southern property line and five feet two inches (5’2”) from the western lot line. The walls of accessory structures that are closer than five

feet to a property line require a minimum of a one-hour firewall (no windows, 2 layers 5/8" sheetrock, etc.).

The applicant has advised that parking will be provided for the new unit. Staff recommends confirmation of the parking for the unit be provided as well as clarification that no existing parking will be lost. It appears that the garage has a single car wide, two car length long drive that will be utilized for the new unit. The code requires that a minimum of 2 spaces be provided per unit and that 1 space be covered. Therefore a carport over at least one of the 2 spaces will need to be provided.

This conditional use permit is subject to the requirements of the City's Land Use Ordinance (10-7-1-4), requiring that every Conditional Use Permit shall expire by limitation and become null and void if the work authorized by such permit has not commenced within one (1) year, or is not completed within two (2) years from date of issue.

POSSIBLE MOTION

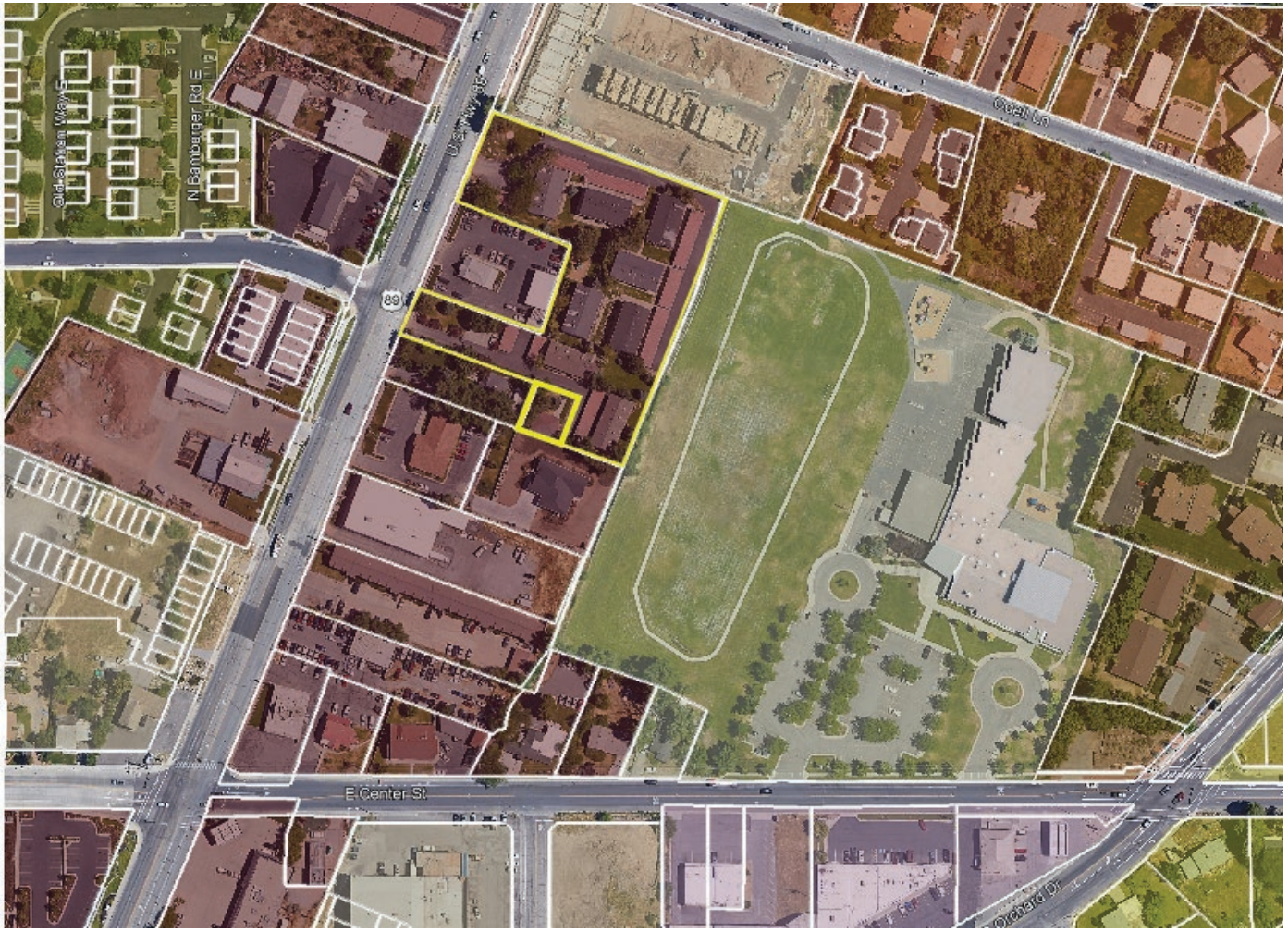
I move that the Planning Commission approve the amendment to the conditional use permit for the Pine Terrace Townhome Apartments to allow a garage conversion located at 4247 and 4289 South Highway 89 with the following conditions:

1. Exterior walls within five feet of the property line must have a 1-hour fire wall.
2. Impact fees to be paid for the new unit.
3. Submission of a letter from South Davis Water confirming approval for connection to the water system.
4. Submission of a letter for South Davis Sewer District confirming approval for connection to the sewer system.
5. Confirmation of two parking spaces for the new unit, with one covered space.
6. The existing fencing will be repaired/restored.
7. Landscaping to be cleaned up around the entire building and have ongoing maintenance.

Attachments

1) Aerial/Zone Map
2) Photos of the existing structure
3) Proposed Plans

Conditional Use Permit
Pine Terrace Apartments
Zoning



- Special Use Restricted (SR)
- Residential (RM-7)
- Residential (RM-20)
- Residential (R1-7)
- Residential (R1-12)
- Residential (R1-10)
- Natural Open Space (NOS)
- General Industrial (MG)
- Manufacturing-Distribution (MD)
- Existing Uses Overlay (EUO)
- Commercial Shopping (CS)
- Highway Commercial (CH)
- General Commercial (CG)
- Planned District (P)





North Face of Garage


East Face of Garage





West Face of Garage



South Face of Garage

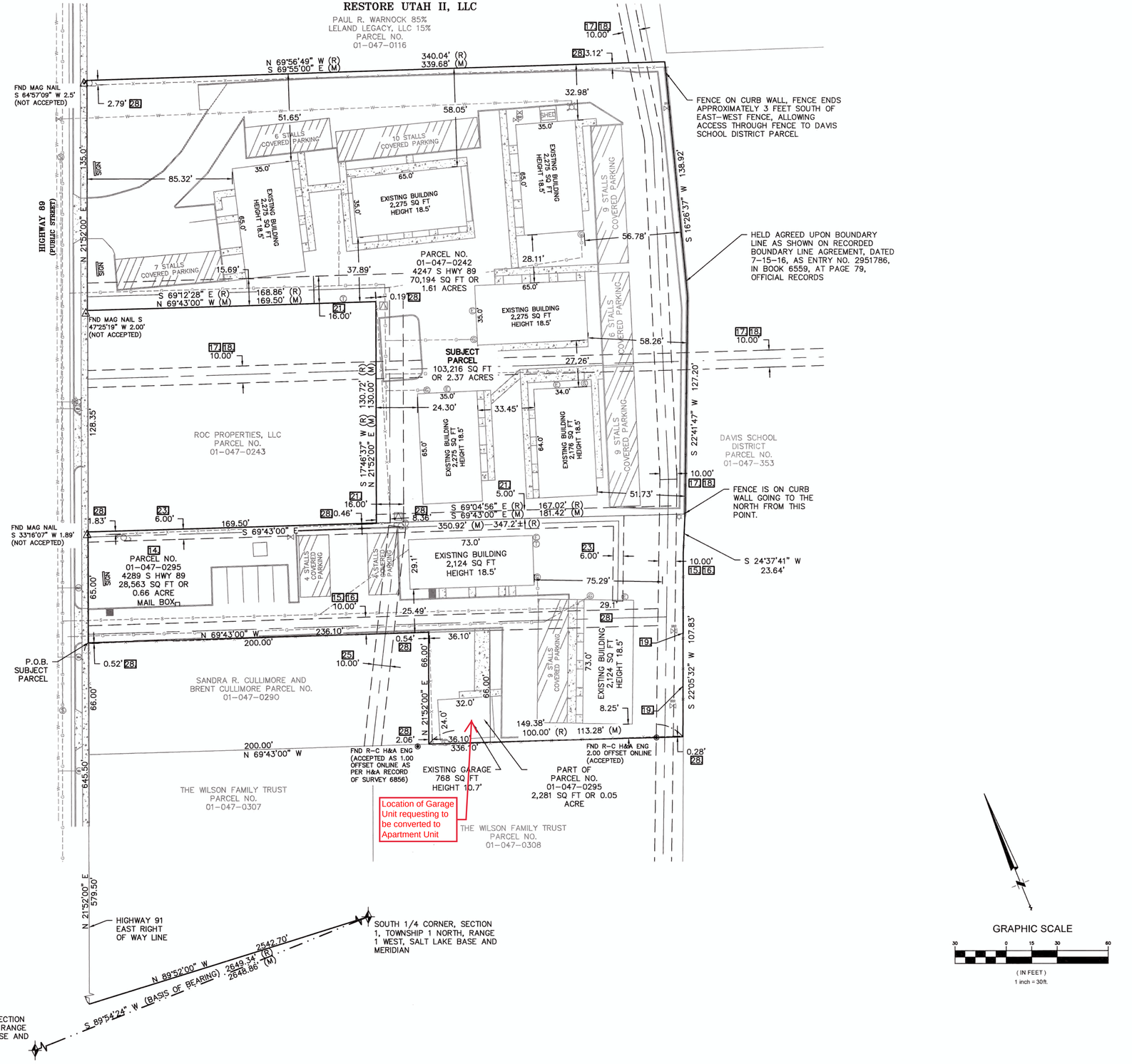
ALTA/NSPS LAND TITLE SURVEY

LOCATED IN
SW 1/4 OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN

PREPARED FOR:
RESTORE UTAH II, LLC

LEGEND

- SECTIONAL MONUMENTATION (TYPE, LOCATION ETC. AS NOTED ON THE PLAT).
- SPECIFIES FOUND SURVEY CONTROL MONUMENT (RING & LID).
- SET 5/8" REBAR AND PLASTIC CAP (STAMPED L.S. 6362432), UNLESS OTHERWISE NOTED ON THE PLAT.
- SPECIFIES FOUND SURVEY CONTROL MONUMENT (RIVET).
- EXISTING POWER LINE
- EXISTING POWER POLE
- EXISTING WATER VALVE
- EXISTING PRESSURE REDUCING VALVE
- EXISTING FIRE HYDRANT
- EXISTING WATER LINE
- EXISTING WATER MANHOLE
- EXISTING WATER METER
- EXISTING SEWER MANHOLE
- EXISTING SEWER LINE
- EXISTING STORM DRAIN MANHOLE
- EXISTING STORM LINE
- EXISTING GAS METER
- EXISTING TRANSFORMER
- EXISTING ELECTRICAL METER
- EXISTING TELEPHONE PEDESTAL
- EXISTING STREET LIGHTS
- EXISTING 2'X2' STORM DRAIN
- EXISTING BALLARD
- EXISTING FENCING



GRAPHIC SCALE
30 0 15 30 60
(IN FEET)
1 inch = 30ft.

No	Date	By	Revision
4	7.26.16	DM	Revision per client comments and updated Title Report
3	7.18.16	DM	Revision per updated Title Report
2	6.23.16	DM	Revision per additional waterline cabulits and client comments
1	06.6.16	DA	Revision per client comments

BUSH & GUDGELL, INC.
Engineers - Planners - Surveyors
650 East 4500 South Suite #100
Salt Lake City, Utah 84107
Phone (801) 364-1212 / Fax (801) 364-1225
www.bushandgudgell.com

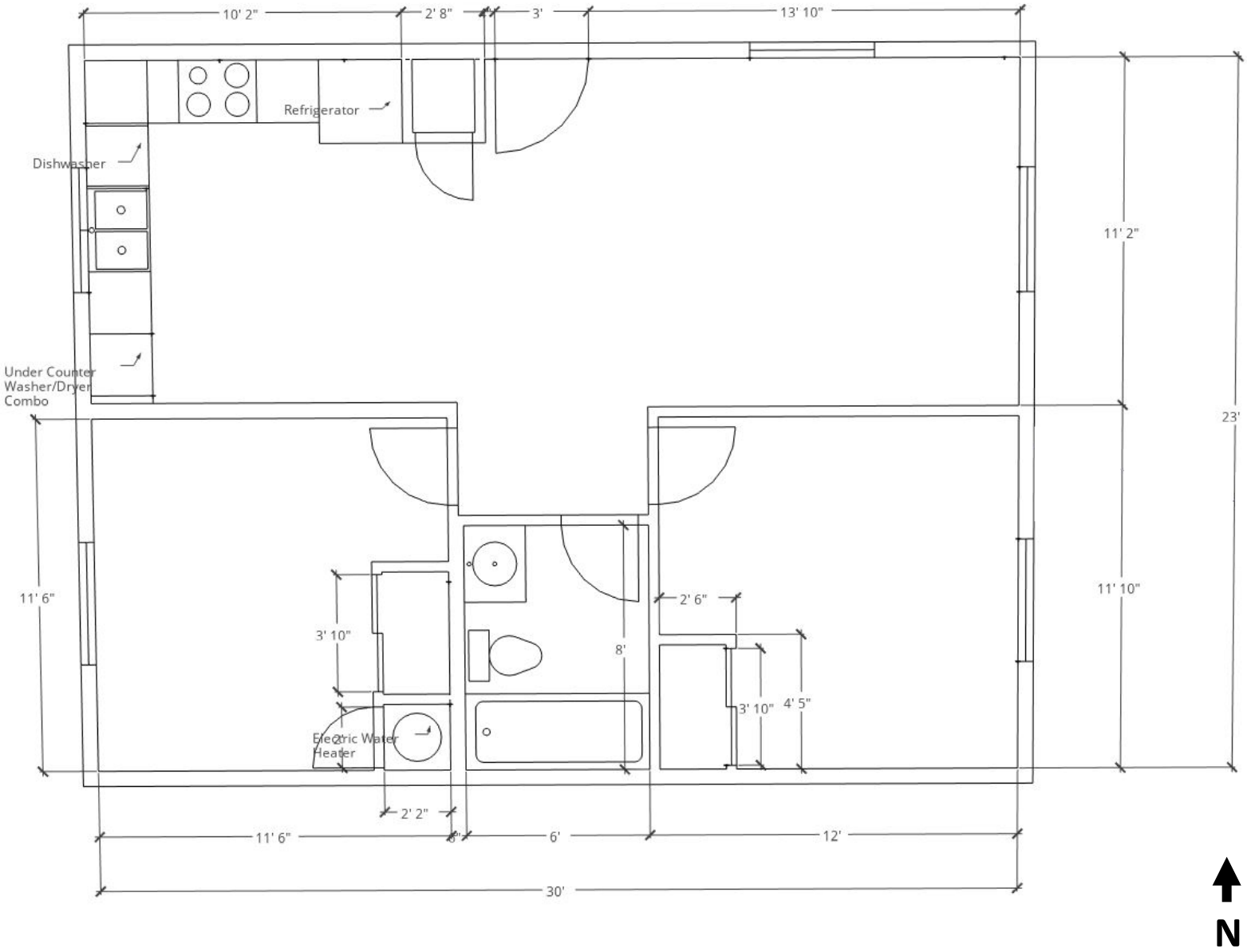
Drawn : PJW Date : 5-26-2016
Email : dmortensen@bushandgudgell.com
Checked : DTM
Approved : DTM
Scale : NTS
Job No : 162054

ALTA/NSPS LAND TITLE SURVEY
LOCATED IN
SW 1/4 OF SECTION 1, T-1-N, R-1-W, SLB&M
4247 & 4289 SOUTH HIGHWAY 89, NORTH SALT LAKE CITY, UTAH
PREPARED FOR: RESTORE UTAH II, LLC

SHEET
2
2
SHEETS
FILE: 162054ALTA

UNIT SIZE: 744 SQ. FT

2 Bedroom, 1 Bathroom, Kitchen, Under-sink Washer/Dryer in Kitchen, Living Area



PINE TERRACE – GARAGE UNIT CONVERSION

4247 and 4289 South Highway 89
North Salt Lake 84054

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Kate Werrett, Planning Technician

DATE: May 14, 2019

SUBJECT: Conditional Use Permit for Gold Ridge Design located at 903 W Center Street, unit B

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the conditional use permit for Gold Ridge Design located at 903 W Center Street, unit B with no conditions.

BACKGROUND

The applicant, Gold Ridge Design, is proposing to locate an upholstery shop which specializes in boats, cars, RVs, and airplanes at 903 W Center Street, unit B. "Reupholstery and Furniture Repair" are conditional uses under "Repair and Maintenance" in the General Commercial Zoning District.

There will be one full-time employee working at this location. Services will include building and repairing furniture as well as upholstery for airplanes, boats, passenger and recreational vehicles. The majority of their work will occur within the building, however, occasional work on boats and recreational vehicles will occur in the yard area. Onsite equipment will include: sewing machines, staple guns, wood working tools, and automotive mechanical tools. Staff has not identified any issues with locating this business at the location requested.

This conditional use permit is subject to the requirements of the City's Land Use Ordinance (10-7-1-4), requiring that every Conditional Use Permit shall expire by limitation and become null and void if the work authorized by such permit has not commenced within one (1) year, or is not completed within two (2) years from date of issue.

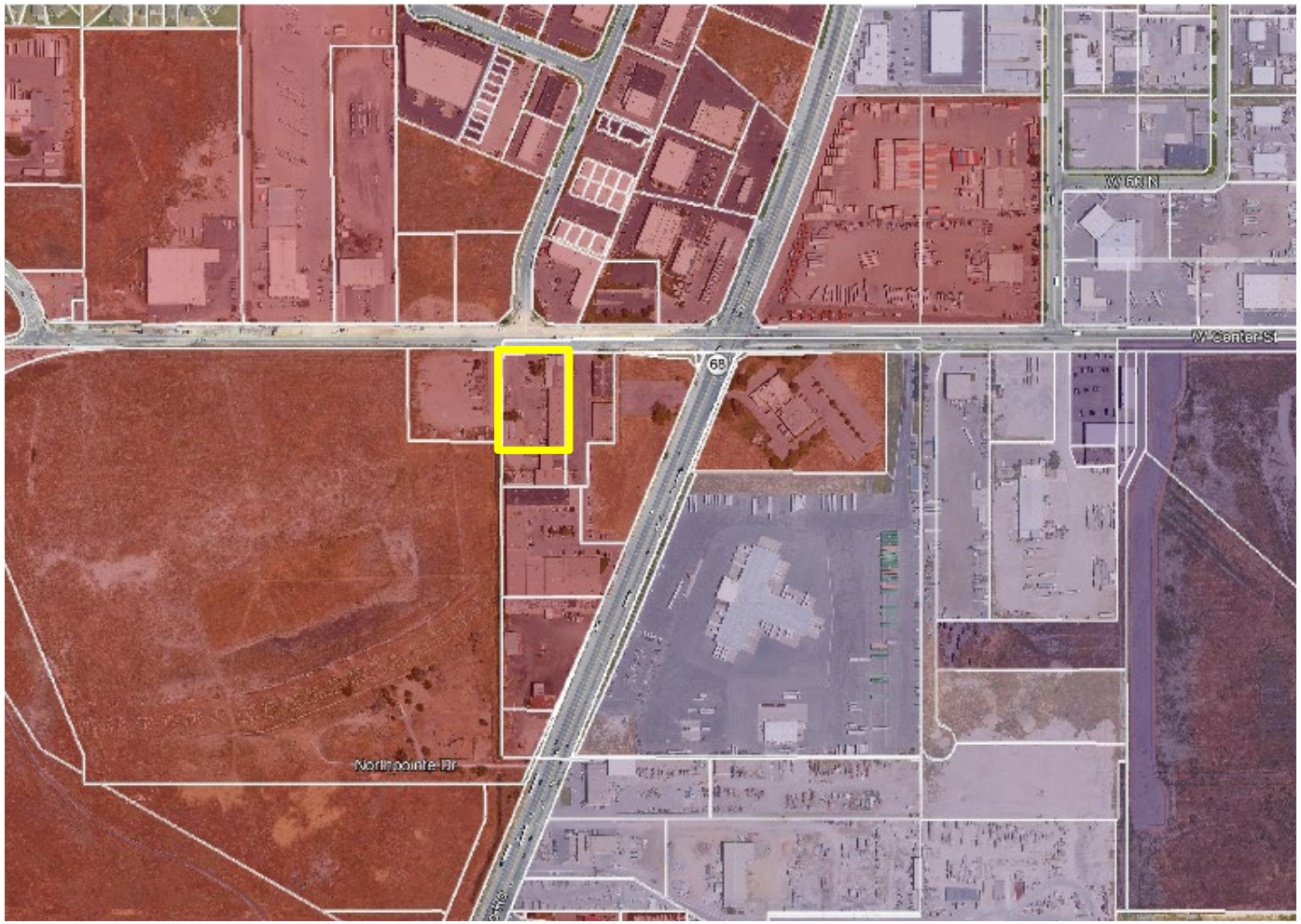
POSSIBLE MOTION

I move that the Planning Commission approve the conditional use permit for Gold Ridge Design located at 903 W Center Street, unit B subject with no conditions.

Attachments

1) Aerial/Zone Map

Conditional Use Permit
Gold Ridge Design
Zoning



- Special Use Restricted (SR)
- Residential (RM-7)
- Residential (RM-20)
- Residential (R1-7)
- Residential (R1-12)
- Residential (R1-10)
- Natural Open Space (NOS)
- General Industrial (MG)
- Manufacturing-Distribution (MD)
- Existing Uses Overlay (EUO)
- Commercial Shopping (CS)
- Highway Commercial (CH)
- General Commercial (CG)
- Planned District (P)

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: May 14, 2019

SUBJECT: General Development Plan & P-District Rezone for The Winnie Ph. 2 at 650 North Orchard Drive

---

RECOMMENDATION

The Development Review Committee (DRC) recommends the Planning Commission review the General Development Plan and make a determine on the following issues:

1. The total density of the project allowed will be _____ units
2. The required parking density for phase 2 shall be _____spaces per unit
3. The appropriateness of the proposed tandem garage units
4. Requirements for amenities
5. Architectural design, building materials, and colors

BACKGROUND

This item and public hearing was tabled on March 26, 2019 by the Planning Commission with a request to the developer to amend the concept and architecture and return to the PC at a future date.

The proposed general development plan is located at 650 North Orchard Drive. The site is lot 54 in the Winnie PUD recently approved. The lot is 0.83 acres in size. When the original application was filed the developer had expressed interest in retaining the lot for future possible mixed use building. The owner has evaluated the marketability of the site and has determined that the best use for the site is to develop it similarly to the other 53 townhome sites. Since making application for Phase 1, the development code was amended to require that future multi-family housing in a CS zone would be required to apply for a P-District Rezone.

The proposed GDP has been reduced from the previously proposed 22 units to 20 units. The units have been reconfigured to provide additional green space and common area between phase 1 and 2. The requested density would be reduced from the previously requested 26 units per acre to 24 units per acre. At the time of concept approval the Planning Commission approved a density of up to 22 units/acre. The maximum density under the approved concept plan would be limited to 16 units without an approval to modify that density. The Planning Commission must determine what the approved density for the project will be.

The development area would be considered a village center within the City's General Plan. A village center is defined in the General Plan as: "A node of activity where a combination of businesses, retail commerce, and entertainment may be established, maintained and protected to enhance quality of life for nearby neighborhoods while also providing shopping opportunities for patrons outside the vicinity. The CS and VC (Village Center) zones implement this designation." The property is currently zoned CS and historically has been a node of commercial development in the neighborhood. The surrounding neighborhood is comprised of several multi-family developments and single family developments within Bountiful City and unincorporated Davis County. The Planning Commission must make a determination that this site and area are appropriate for rezone from CS to P-District

North Salt Lake General Plan 2013

Chapter 3 Land Use:

COMMERCIAL AND INDUSTRIAL DESIGNATIONS

Commercial, office, and industrial land uses reflect a wide range of densities and intensities of non-residential and mixed-use developments. Some commercial/industrial land use categories preclude residential uses while others contemplate a mix of uses. This includes:

Village Center

The Village Center designation provides nodes of activity where a combination of businesses, retail commerce and entertainment may be established, maintained and protected to enhance quality of life for nearby neighborhoods while also providing shopping opportunities for patrons outside the vicinity. The CS and VC (Village Center) zones implement this designation.

According to the newly amended Planned (P) District regulations in Chapter 13 of the City's Land Use Ordinance, a general development plan must be accompanied by a P-District Rezone application. The Planning Commission holds a public hearing on the rezone request prior to approval of the General Development Plan, with final approval of the zone change including the successful negotiation of a development agreement and final site plan. No recommendation will be made on the zone change, only the General Development Plan at this time.

REVIEW-Version 2

The proposed concept plan for this project will have access from Orchard Drive through the existing access to Phase 1. The 12 units that front Orchard Drive have rear entry 2 car side by side garages and a front setback of 20', see exhibit. The remaining 8 units front a common green space with phase 1 and all have 2 car tandem garages. The townhomes are 3 stories and 28 feet. All 20 units are proposed as rental units.

The proposed parking for the development has 2 garage spaces per unit and an additional 6 guest spaces. Phase 1 exceed the required guest parking by 6 spaces which are proposed to be shared by phase 2. The total parking for phase 1 & 2 are detailed in the following table:

	Garage	Guest	Total	Ratio
Phase 1	106	20	126	2.38/unit
Phase 2	40	6	46	2.3/unit

Project Total	146	26	172	2.36/unit

The standard parking requirement is 2.25 spaces per unit. Recently the Planning Commission has expressed reluctance in approving tandem garages, there the Planning Commission should recommend an acceptable design and parking minimum. Some of the tandem garages were removed from the previous proposed GDP, but not all.

Pedestrian access through the site is achieved with sidewalks in front of each unit. Units 1-12 each have sidewalks from the front doors to the sidewalk. Area will need to be provided for a bus shelter that will be placed at the existing stop to be installed with approved UTA Prop 1 funding.

The landscaping proposed is up from approximately 24% to 34% of the site. As part of the plan, a common green area is proposed between phase 1 & 2. No amenities have been proposed for this phase or as part of phase 1 as the developer is doing additional market research to determine the most appropriate amenity for the demographic. Originally discussed at concept plan, the development of this parcel would be a mixed use building, three stories high with ground floor commercial and the possible provision for a community amenity in the building. At this time the DRC is requesting a determination by the Planning Commission as to any requirement for amenities on the site.

The proposed architecture for the units along Orchard Drive is a modern style, flat roof, three story townhomes with brick, hardie, and stucco trim. The proposed elevations have been revised and improved with more brick and colors that are more appealing. The units along Orchard Drive will be designed to provide live/work opportunities for the tenants on the main entry of each unit. Both designs have been modified with varying roof lines, as well as both horizontal and vertical relief.

POSSIBLE MOTIONS

No motion will be taken on the Re-zone until and unless the City Council has approved the General Development Plan.

The DRC has provided the following 3 motions for consideration:

1) **Motion to approve**

I move that the Planning Commission recommends approval to the City Council the proposed General Development Plan for The Winnie, Phase 2 located at 650 North Orchard Drive with the following conditions to be incorporated within the final zone change and development agreement approval:

1. The total density of the project allowed will be _____ units
2. The required parking density for phase 2 shall be _____spaces per unit
3. Tandem garages (may or may not) be utilized
4. The development will be required to provide a residential amenity, such as a tot lot, or other community gathering area within the green space area
5. Architectural design, building materials, and colors shall be as presented with the following changes _____ and will be incorporated in the final development agreement

2) **Motion to table**

I move that the Planning Commission table recommendation of the proposed General Development Plan for The Winnie, Phase 2 located at 650 North Orchard Drive with the following instructions to modify the proposed concept plan:

1. The total density of the project modified to _____ units
2. The required parking density for phase 2 be modified to provide _____spaces per unit
3. The units with tandem garages be changed to units with 2 car wide garages
4. The plan be modified to provide a residential amenity, such as a tot lot, or other community gathering area within the green space area
5. Architectural design, building materials, and colors be modified to include contrasting colors on the facades facing Orchard Drive, and the interior units shall be modified with front porch areas, additional windows, and relief to express a more human scale on the ground floor level.

3) Motion to Deny

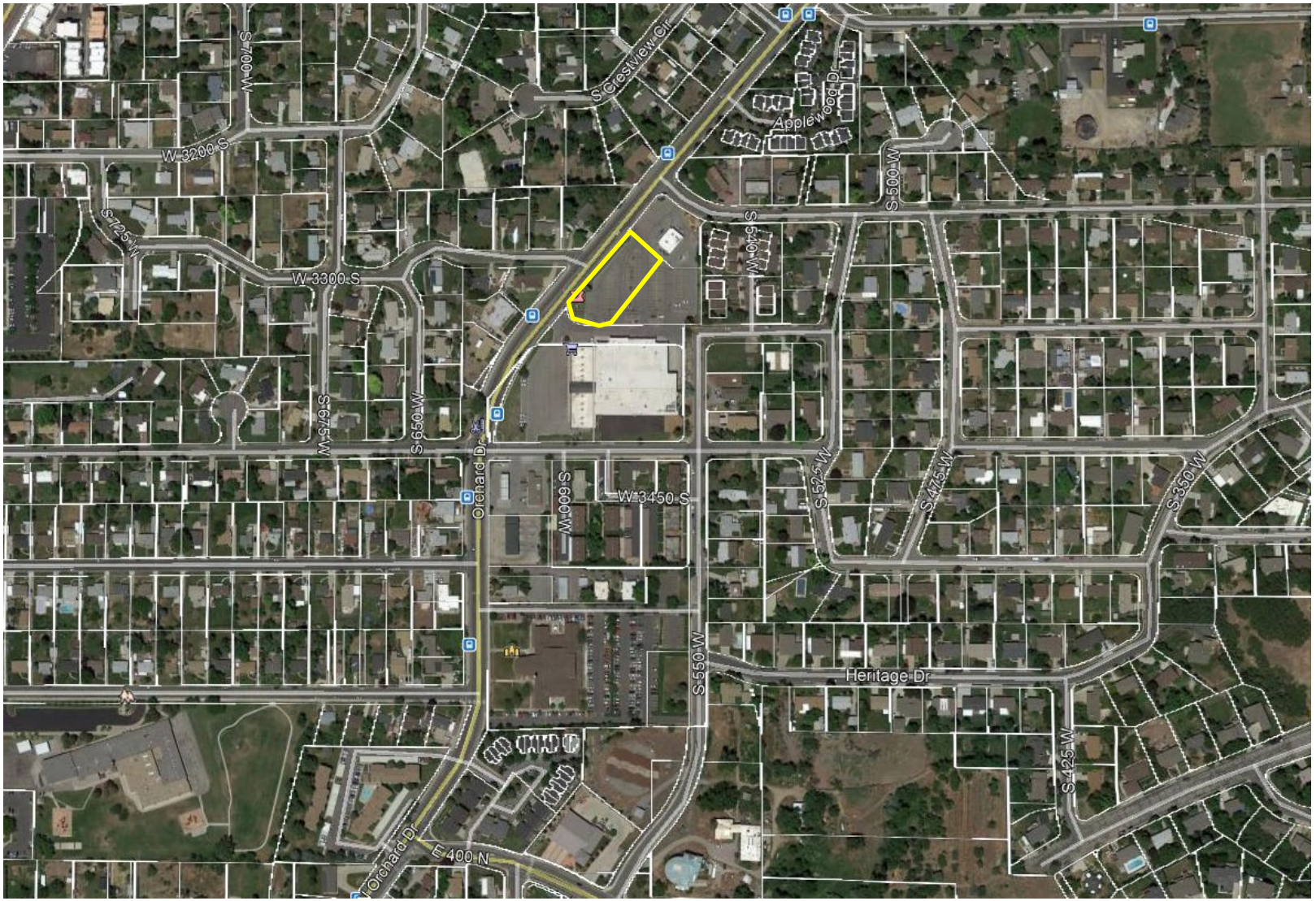
I move that the Planning Commission recommend to the City Council denial of the proposed General Development Plan for The Winnie, Phase 2 located at 650 North Orchard Drive with the following findings:

1. The proposed development does not reflect the mixed use concept anticipated during the concept plan approval of phase 1;
2. A mix of commercial and residential use of the property would be more beneficial to the neighborhood and development, as anticipated by the General Plan.

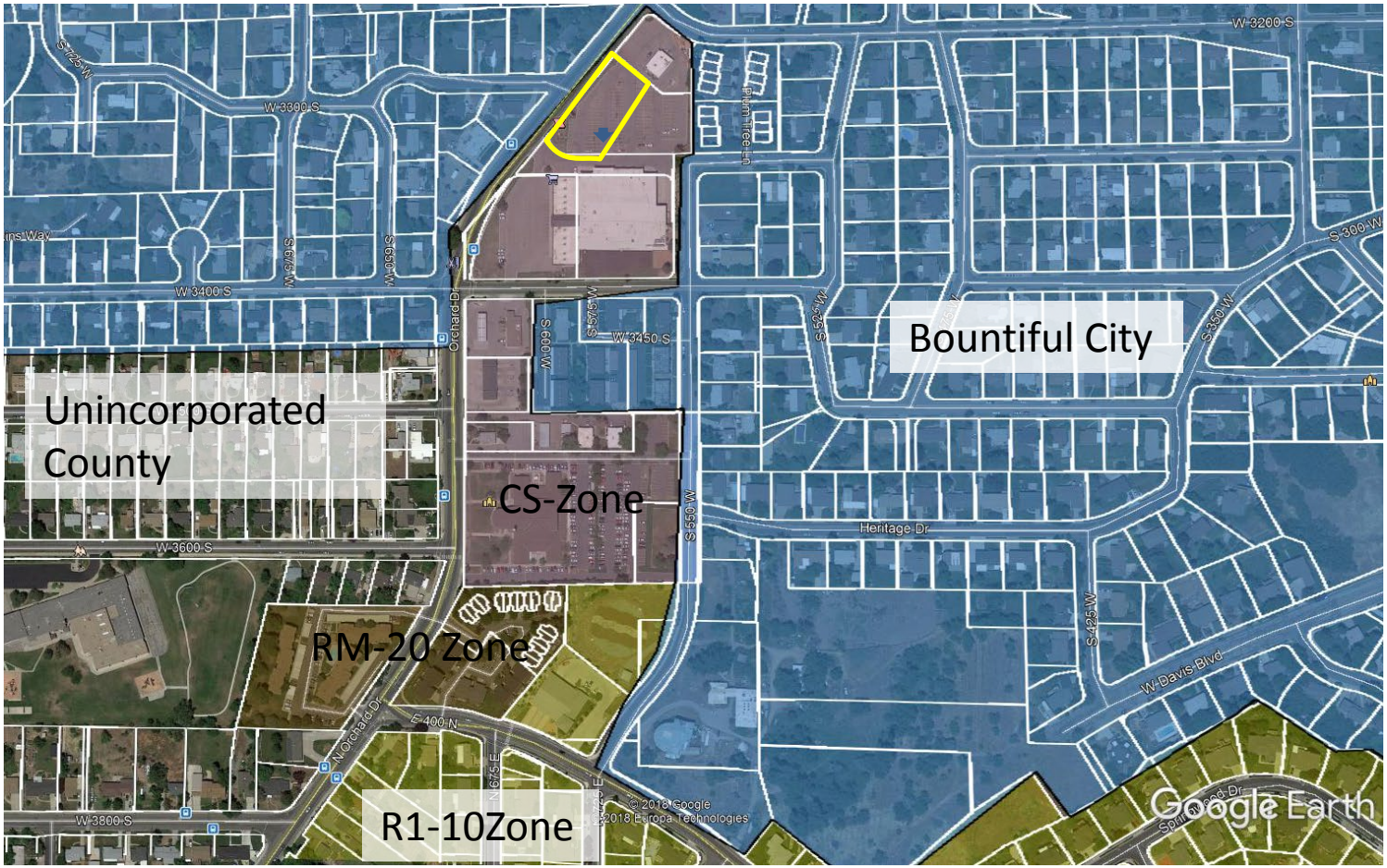
Attachments

1) Aerial Map
2) Zone Map
3) Surrounding Land Uses
4) Revised Proposed General Development Plan
5) Architecture exhibit

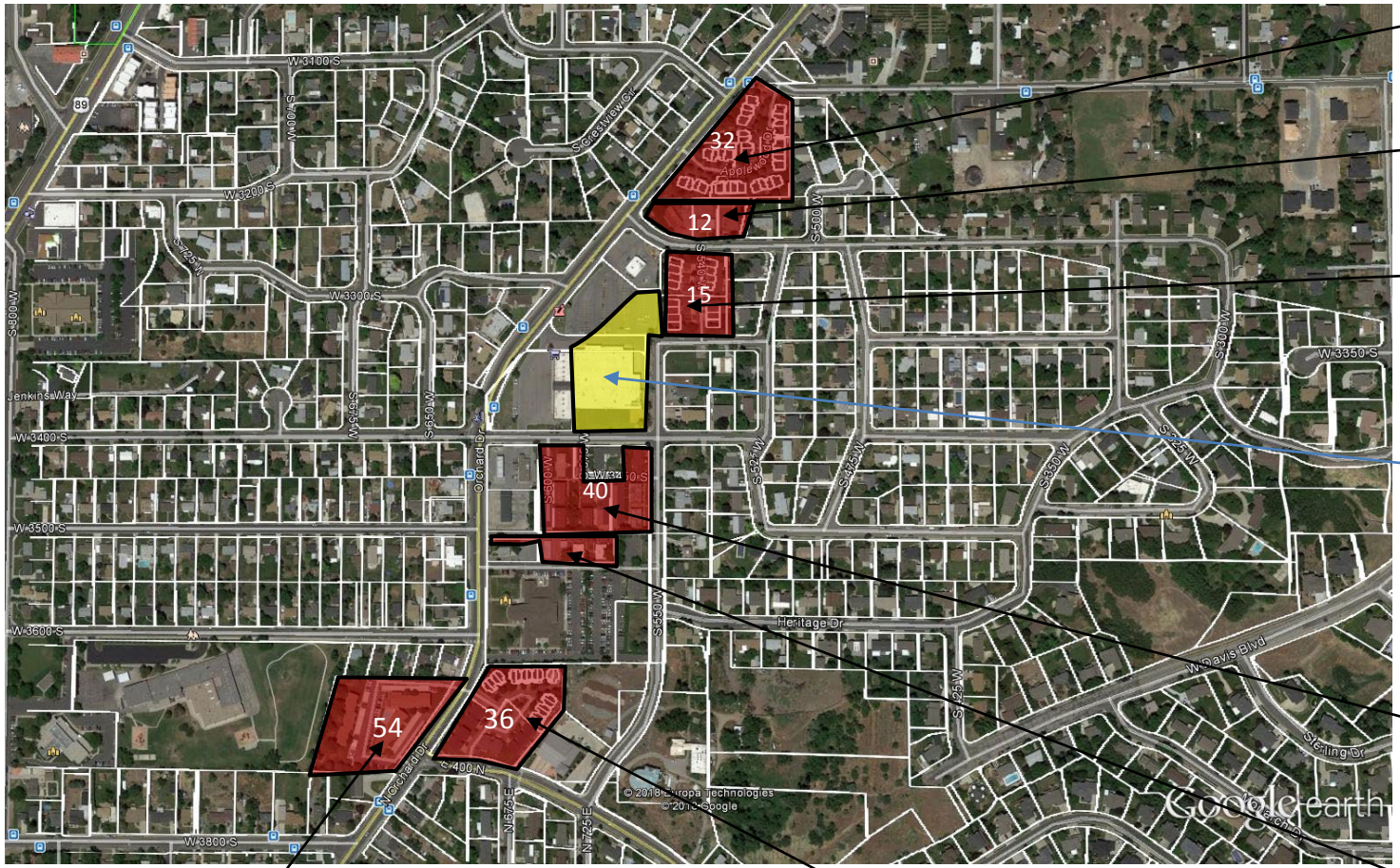
General Development Plan
The Winnie, Phase 2-650 North Orchard Drive



General Development Plan
The Winnie, Phase 2-650 North Orchard Drive
Existing Zoning



The Winnie, Phase 2-650 North Orchard Drive
Surrounding Land Uses



2.5 Acres
Existing: 32 units
(12.8/acre)

1 Acre
Existing: 12 units
(12/acre)

1.4 Acres
Existing: 15 units
(10.7/acre)

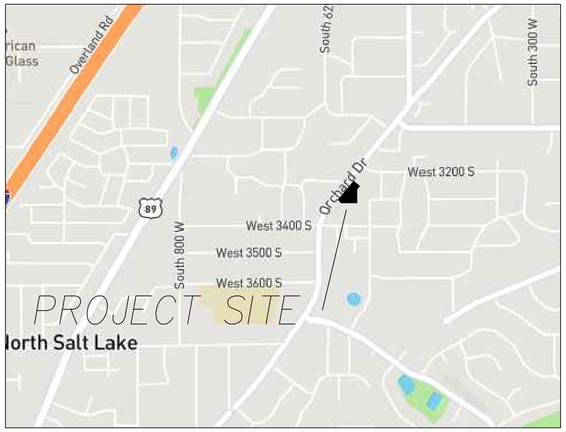
2.61 Acres
Approved: 53units
(20/acre)

2.2 Acres
Existing: 40 units
(18/acre)

0.7 Acres
Existing: 8units
(11.4/acre)

2.3 Acres
Existing: 54 units
23.5/acre)

2.3 Acres
Existing: 36 units
(15.6/acre)



BOUNDARY DESCRIPTION

BEGINNING AT A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF ORCHARD DRIVE; SAID POINT BEING SOUTH 00°16'44" EAST ALONG THE SECTION LINE, 915.78 FEET AND SOUTH 89°43'16" WEST, 869.11 FEET FROM THE NORTHEAST CORNER OF SECTION1, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AN RUNNING THENCE SOUTH 49°51'00" EAST, 92.16 FEET; THENCE SOUTH 40°09'00" WEST, 49.80 FEET; THENCE SOUTH 00°13'46" EAST, 158.00 FEET; THENCE SOUTH 89°46'14" WEST, 175.95 FEET TO A POINT ON A 21.0 FOOT RADIUS CURVE TO THE RIGHT; THENCE 16.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°04'51" (CHORD BEARS NORTH 68°11'20" WEST, 15.76 FEET); THENCE NORTH 46°08'54"WEST, 43.53 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF ORCHARD DRIVE; THENCE NORTH 39°44'01" EAST 286.31 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.83 ACRES

DESIGN DATA

TOTAL AREA:	0.83 ACRES
OPEN SPACE:	0.28 ACRES
BUILDING:	0.30 ACRES
HARDSCAPE:	0.25 ACRES
TOTAL PARKING	59
GARAGE PARKING	40
NEW STALLS	6
SHARED STALLS	13

C.W. LAND CO.

0 10 20 Feet

THE WINNIE PHASE 2

DAVIS COUNTY, UTAH

CONCEPTUAL SITE PLAN

REVISION BLOCK		
#	DATE	DESCRIPTION
1	-----	-----
2	-----	-----
3	-----	-----
4	-----	-----
5	-----	-----
6	-----	-----

CONCEPT PLAN

Scale:	1"=15'	Drawn:	PKM
Date:	05/09/2019	Job #:	0
Sheet:			

S1

theWINNIE

PRESENTED BY C.W. URBAN



theWINNIE

ARCHITECTURE EXHIBIT



theWINNIE

ARCHITECTURE EXHIBIT



VIEW

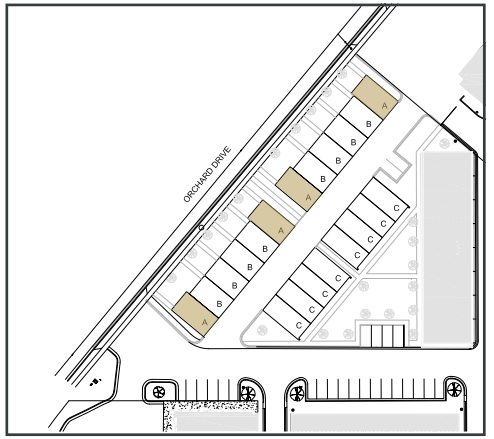
theWINNIE

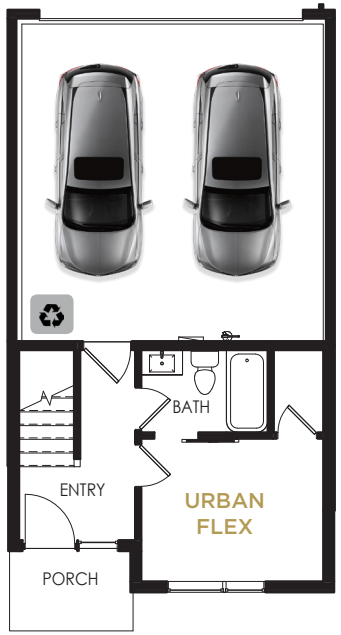
UNIT A | MIXED USE

Square Feet: 1462

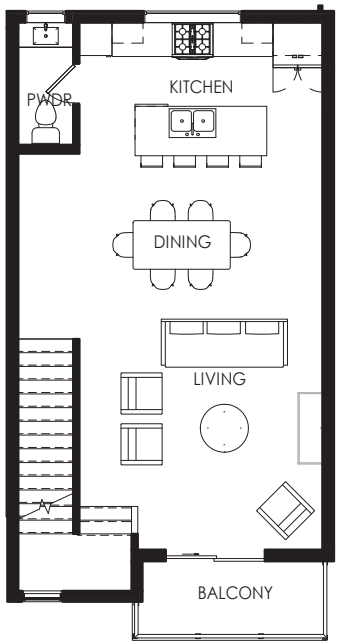
Bedrooms: ■■■

Bathrooms: ■■■▮

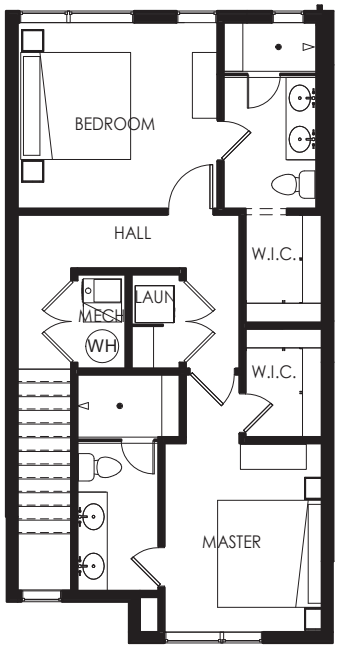




LEVEL ONE



LEVEL TWO



LEVEL THREE

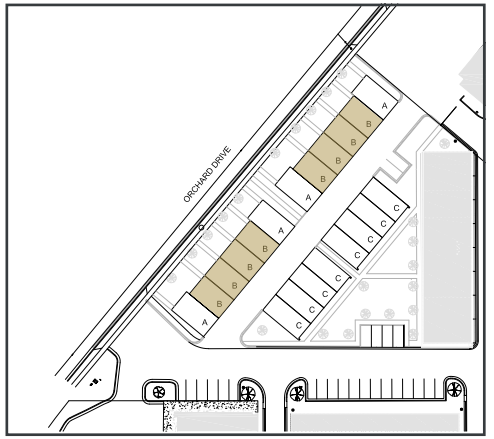
theWINNIE

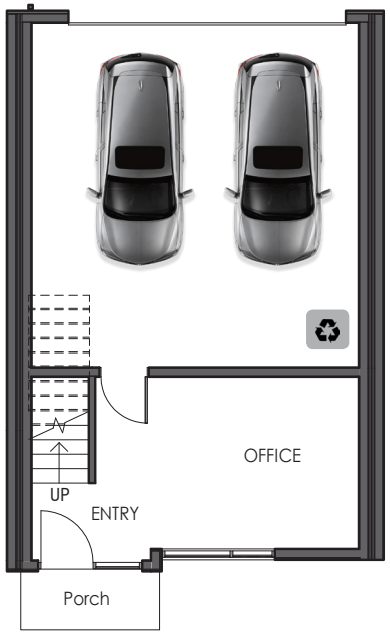
UNIT B | STREET FACING FACADE

Square Feet: 1366

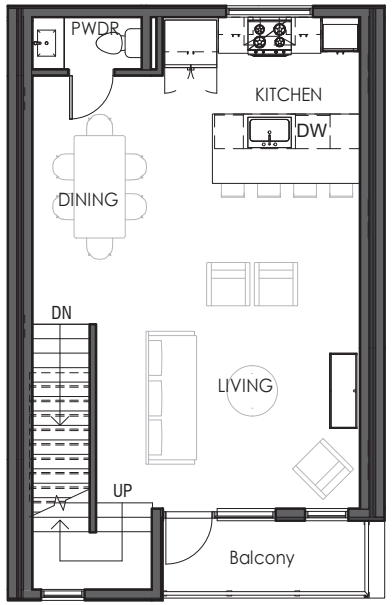
Bedrooms: ■■

Bathrooms: ■■▮

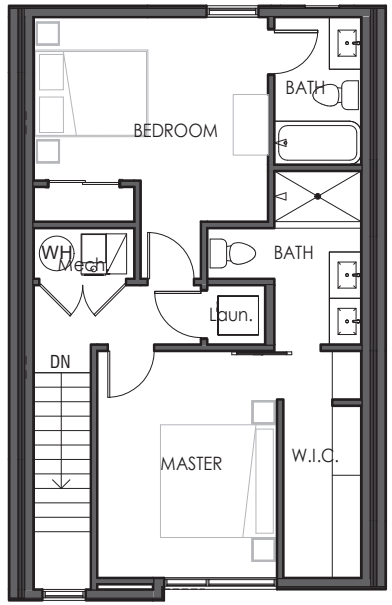




LEVEL ONE



LEVEL TWO



LEVEL THREE

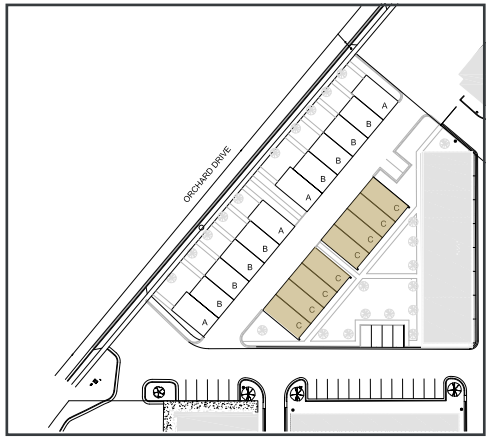
theWINNIE

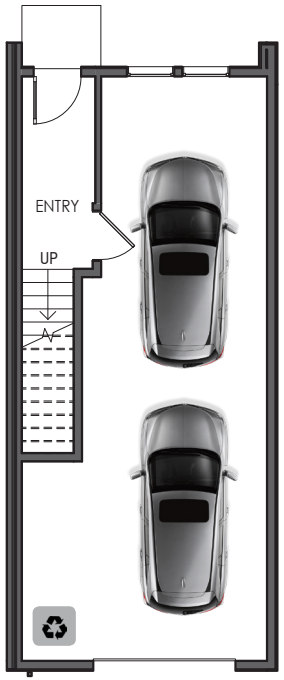
UNIT C | PARK FACING FACADE

Square Feet: 1331

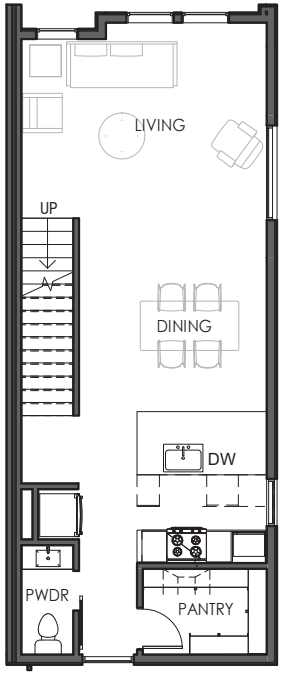
Bedrooms: ■■

Bathrooms: ■■▮

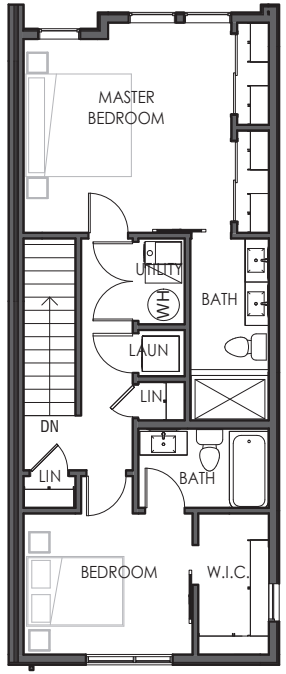




LEVEL ONE



LEVEL TWO

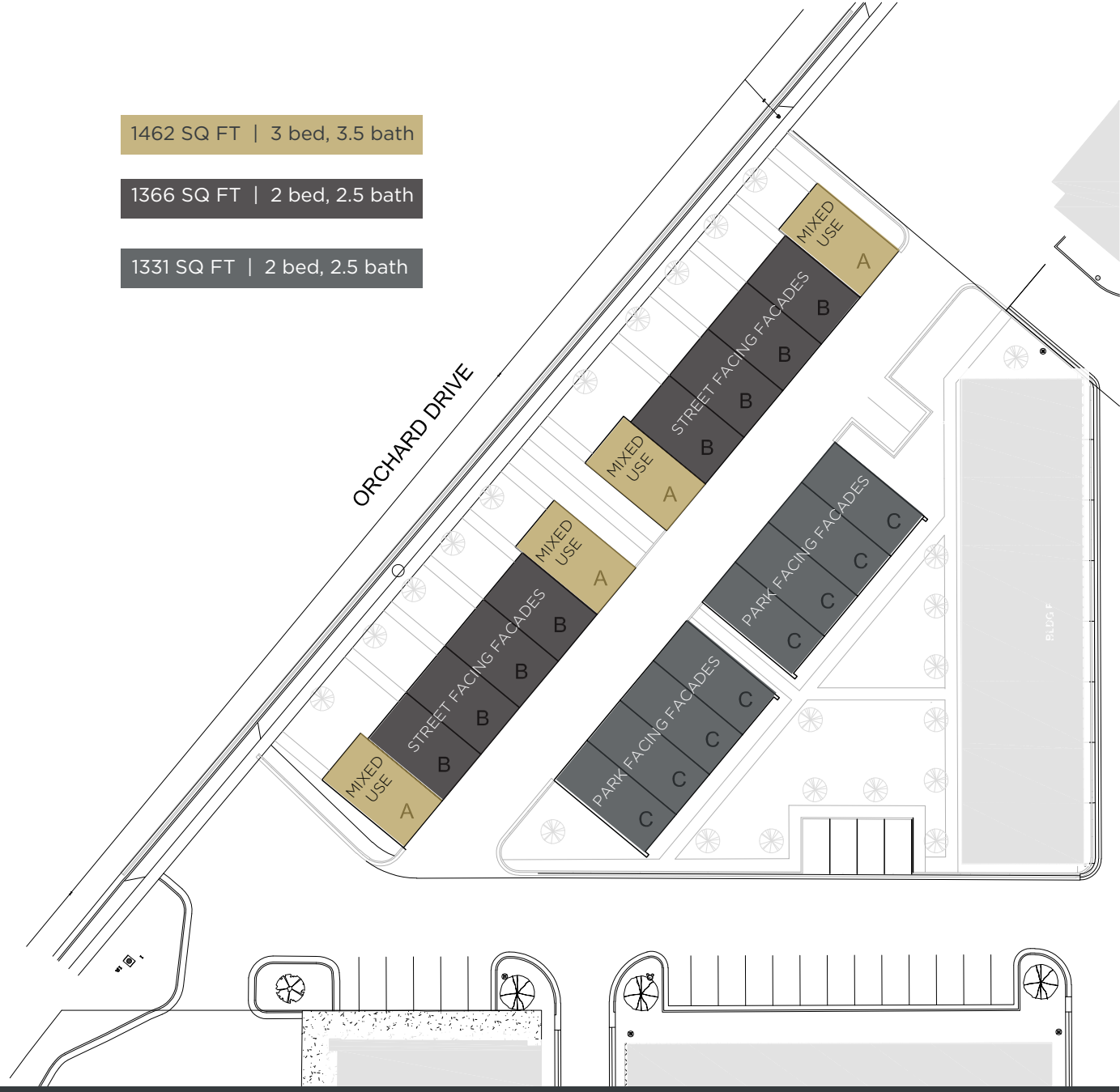


LEVEL THREE

theWINNIE

UNIT MIX EXHIBIT

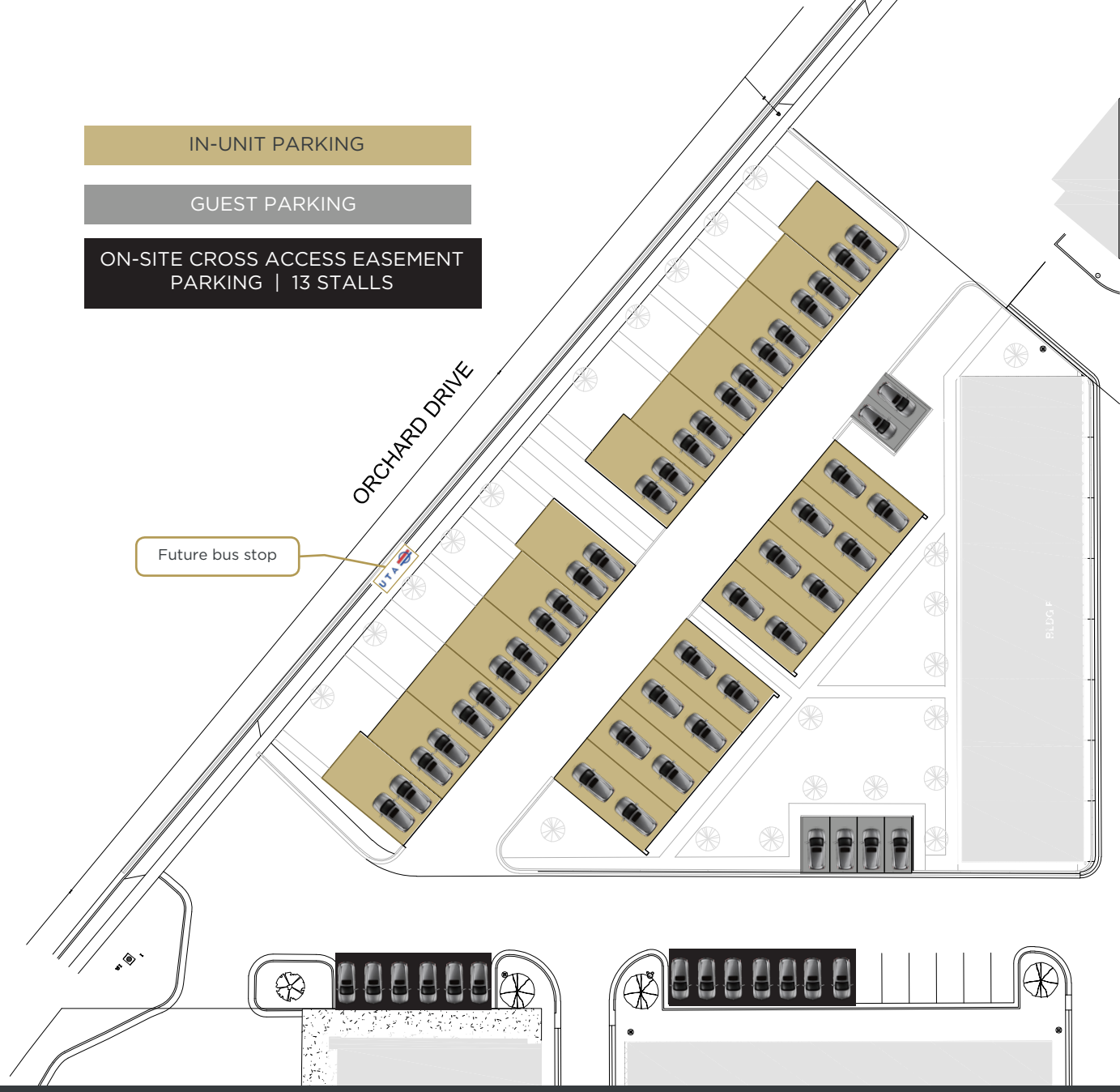
- 0.83 acre parcel of land planned for 20 lot for-rent apartment project
- 3 Unique Floorplans
- Size of units ranges from 1,331-1462 sq ft
- 2 car side by side or tandem garage



theWINNIE

PARKING EXHIBIT

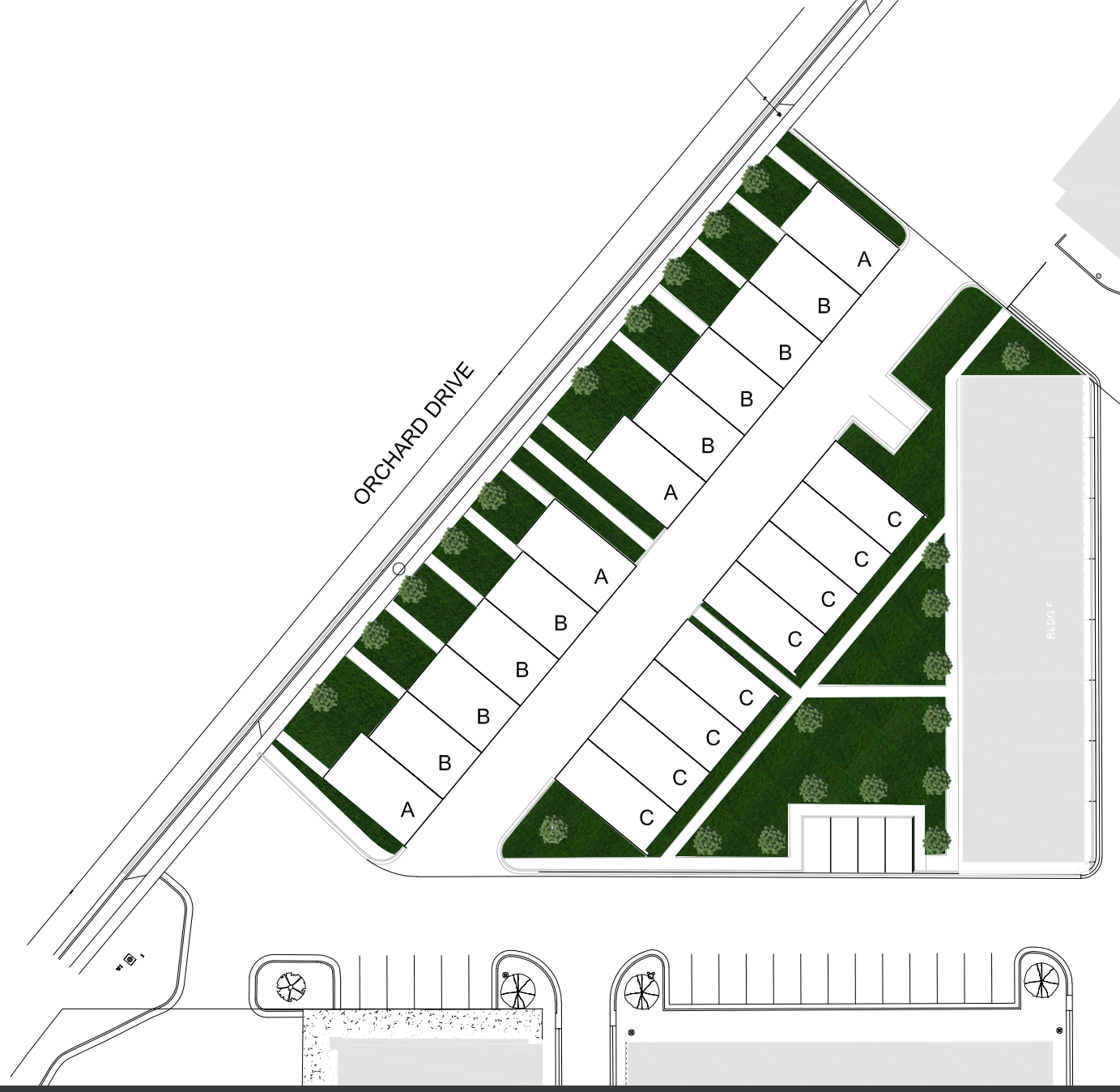
- All units have a 2 car garage
- 6 onsite guest parking stalls
- 2.3 parking stalls per unit
- 13 additional stalls
- Future bus stop



theWINNIE

GREEN SPACE EXHIBIT

- Area of green space: 18,978 square feet
- Populated with large trees to provide ample shade
- Orchard drive activated by street facing facade units and walkways
- View corridor from street facade
- Private and public walkways



CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: May 14 2019

SUBJECT: Final P-District Rezone and Development Agreement for Hepworth Townhome Apartments at 24 West 150 North (AKA 155 North Main)

RECOMMENDATION

The Development Review Committee (DRC) recommends approval of the P-District rezone for Hepworth Townhome Apartments located at 24 West 150 North subject to following:

1. Approval of the application for site plan approval.

BACKGROUND

The Planning Commission held a public hearing on this zone change request on January 8, 2019 in conjunction with the application for General Development Plan. The General Development Plan was recommended for approval to the City Council and was approved on March 5, 2019. The applicant has submitted final site plan application and the proposed development agreement.

The site currently vacant and is zoned R1-7, which allows single family dwelling and duplexes. The property contains approximately 0.60 acres. The property is included in the Town Center Master Plan. The City's long range plan is to acquire homes on the south side of 150 North Street and expand Hatch Park to 150 North. The City has acquired several homes on the street and has removed 2 of the homes. The Town Center Master Plan calls for the redevelopment of the north side of 150 North for multi-family. (see attached Land Use Concept Map) This property is on the north side of 150 North at the corner with Main Street and is currently vacant.

The property is owned by Hepworth Investment Group, who has hired Knowlton General as the developer/builder. The property owner has request a P-District Rezone in conjunction with a General Development Plan. The General Development Plan approval is the first step in the P-District development process. The application is now ready for a recommendation on the zone change and development agreement.

According to the newly amended Planned (P) District regulations in Chapter 13 of the City's Land Use Ordinance, a general development plan must be accompanied by a P-District Rezone application. The Planning Commission holds a public hearing on the rezone request prior to approval of the General Development Plan, with final approval of the zone change including the successful negotiation of a

development agreement and site plan. The general development plan must receive a positive recommendation from the Planning Commission prior to moving forward to the City Council.
The City Council establishes by ordinance a P District, provided the following findings can be made:

1. The proposed P district can be substantially completed within two (2) years of the establishment of the P district.
2. Each phase of the development, as well as the total development, can exist as an independent unit capable of creating an environment of sustained desirability and stability, or that adequate assurance will be provided that such objective will be attained; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.
3. The streets proposed are suitable and adequate to carry anticipated traffic, and increased densities will not generate traffic in such amounts as to overload the street network outside the P district.
4. Commercial development can be justified economically at the locations proposed, if any, to provide commercial facilities.
5. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
6. Any exception from standard ordinance requirements is warranted by the design and amenities incorporated into the final plan.
7. The P district is in conformance with the city general land use plan.
8. Existing or proposed utility services are adequate for the population and use densities proposed.

This application is concurrent to the site plan approval which will become part of the final development agreement. The City Council will consider a development agreement with the recommendation on rezone. The development agreement addresses the following items:

- Approved General Development Plan, including the site plan and landscape plan;
- Development layout of buildings, parking, landscaping, sidewalks, fencing, lighting, etc.;
- Total density allowed of 8 dwelling units;
- Architectural design and building materials; and
- Other miscellaneous legal requirements.

REVIEW

Building Plans

As previously approved under the General Development Plan, the proposed architecture incorporates masonry and cement fiber board with metal trim, with a classic brownstone type townhome architecture style. The Development will consist of one building containing 8 units. The townhome building will be 2 stories and approximately 22 feet tall. Each of the 8 units have 2 bedrooms and have rear alley access to a 2 vehicle carport. Additionally 6 guest parking spaces have been provided.

Landscape Plan

Improvements to the landscaping is approximately 8,044 sq. ft. or approximately 30.8% of the site and include improvements to the 150 North and Main Street with new landscaping and street trees in the park strip. Additional landscape improvements include sod, shrubs, and trees within the development common area and raised planter beds on the front stoop of each unit. The existing fencing will be replaced with composite/plygem fencing along the perimeters of the development.

Pedestrian Connection

The site has good pedestrian circulation with each unit having direct access to the street and sidewalk on 150 North.

Land Use

The proposed land use are townhomes that will be utilized as rental property. Given the smaller size of the unit (2 bedroom/2 story) with carports the projected rental pricing meets the moderate income goal for rental units at the 80% AMI, which is a rental rate under $1,550 per month.

POSSIBLE MOTION

REZONE: I move that the Planning Commission recommends approval to the City Council the proposed rezone from R1-7to P-District for the Hepworth Townhouse Apartments located at 24 West 150 North (aka 155 North Main) with the following findings and no conditions:

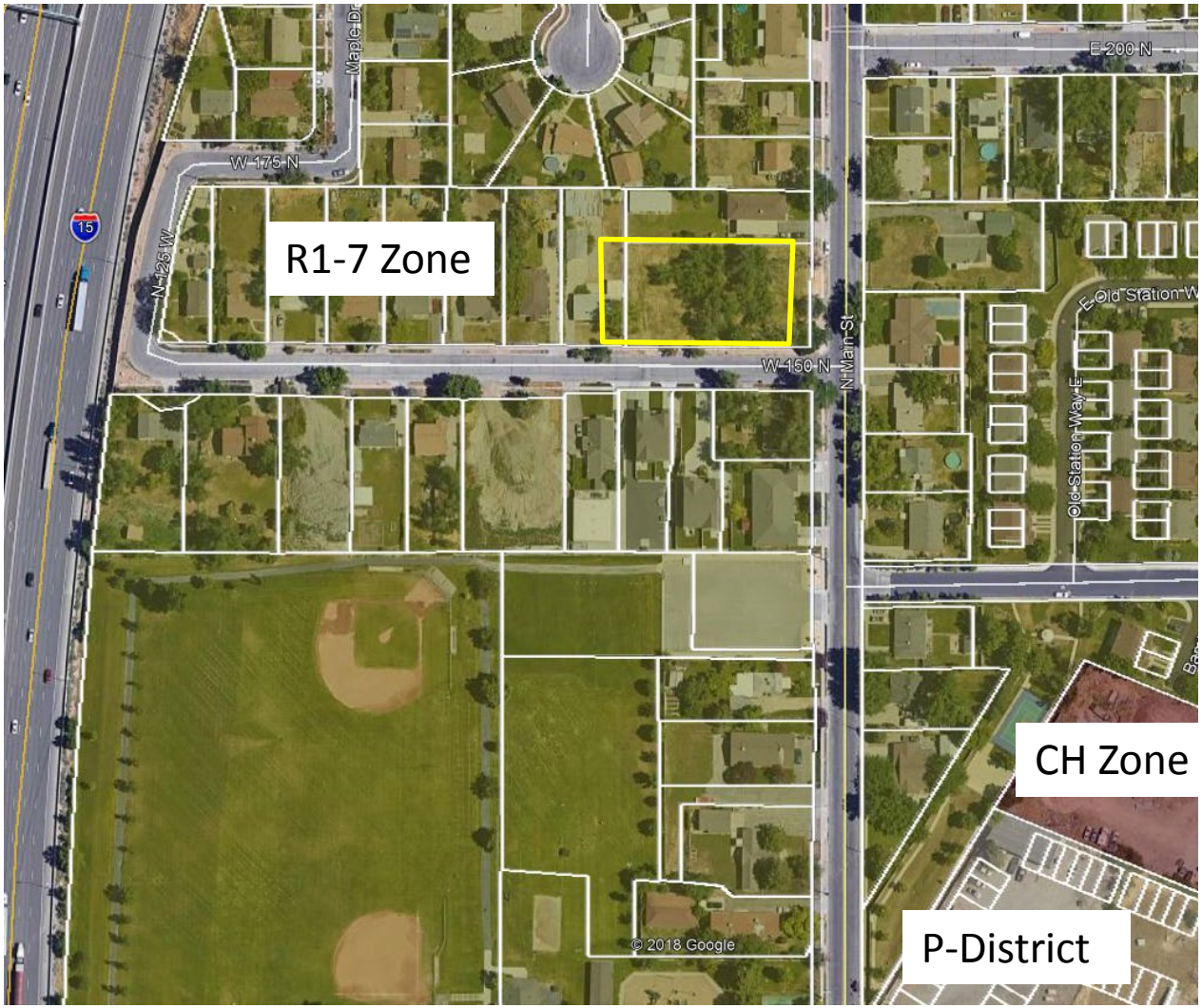
Findings:

1. The proposed P district can be substantially completed within two (2) years of the establishment of the P district.
2. The development contains one phase that can exist as an independent unit capable of creating an environment of sustained desirability and stability; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.
3. The proposed increased density will not generate traffic in such amounts as to overload the street network outside the P district.
4. The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.
5. Any exception from standard ordinance requirements is warranted by the design incorporated into the final plan.
6. The P district is in conformance with the city general land use plan.
7. Existing or proposed utility services are adequate for the population and use densities proposed.

Attachments

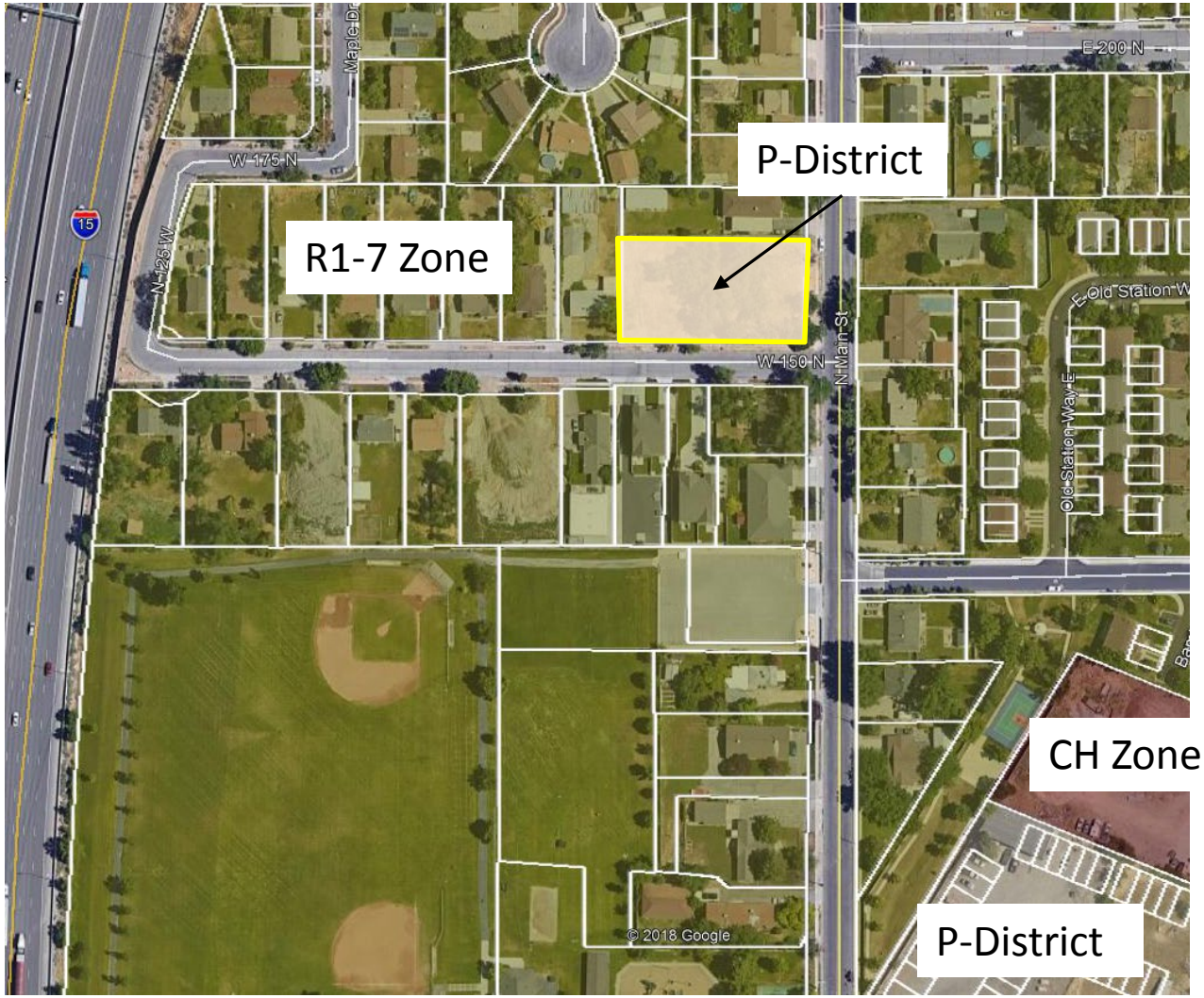
1) Zone Map
2) Aerial Map
3) Draft Development Agreement with Exhibits

Rezone Request 24 West 150 North
Hepworth Townhouse Apartments
Current Zoning



- Special Use Restricted (SR)
- Residential (RM-7)
- Residential (RM-20)
- Residential (R1-7)
- Residential (R1-12)
- Residential (R1-10)
- Natural Open Space (NOS)
- General Industrial (MG)
- Manufacturing-Distribution (MD)
- Existing Uses Overlay (EUO)
- Commercial Shopping (CS)
- Highway Commercial (CH)
- General Commercial (CG)
- Planned District (P)

Rezone Request 24 West 150 North
Hepworth Townhouse Apartments
Requested Zoning



- Special Use Restricted (SR)
- Residential (RM-7)
- Residential (RM-20)
- Residential (R1-7)
- Residential (R1-12)
- Residential (R1-10)
- Natural Open Space (NOS)
- General Industrial (MG)
- Manufacturing-Distribution (MD)
- Existing Uses Overlay (EUO)
- Commercial Shopping (CS)
- Highway Commercial (CH)
- General Commercial (CG)
- Planned District (P)

When Recorded
Return to:
City of North Salt Lake
10 East Center Street
North Salt Lake, UT 84054

DEVELOPMENT AGREEMENT
HEPWORTH TOWNHOMES AT NORTH SALT LAKE

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into as of the _____day of _____, 20___ (the "Effective Date"), by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation (the "City"), and Hepworth Investment Group, LLC**,** a Utah limited liability company, (the "Developer"). The Developer and the City are sometimes collectively referred to herein as the "Parties" or singularly as a "Party."

RECITALS

A. As of the Effective Date hereof, Developer is the owner of the property described on **Exhibit "A"** (the "Property") hereto, located within the City of North Salt Lake, Davis County, Utah.

B. The development of the Property is governed by the City's Title 10—Land Use and Subdivision Ordinances (the "Code"). All Section references contained herein shall refer to the Code.

C. Pursuant to section 10-13-3 of the Code, the Developer has filed an application for and received approval by the City for the following:

(1) a General Development Plan (the "General Development Plan") for the Property consisting of an eight (8) unit townhome apartment development; and
(2) the re-zoning of the Property to the Planned P District, (the "P District Zoning") subject to approval of an acceptable development agreement.

D. The project to be developed upon the Property pursuant to the General Development Plan is known as the Hepworth Townhones and is generally located at 24 West 150 North in the City of North Salt Lake (the "Project").

E. Pursuant to the City's approval of the General Development Plan on the 5th day of March, 2019, the Plan consists of eight (8) residential units with associated parking, landscaping and other improvements. A copy of the approved General Development Plan is attached hereto as **Exhibit "B."**

F. Pursuant to section 10-13-2-D, exceptions to or modification of the general standards for development within the residential and commercial zoning districts may be granted in the P District Zoning if the City determines that such exceptions are desirable and warranted. By this Agreement, the Parties desire to stipulate the required standards with respect to: land use; building size, layout, materials and architecture; landscaping; parking; signage size, placement, height, and design; lighting; fencing materials; and any other standards specified herein and included within the Project's P District Zoning.

AGREEMENT

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

1. Incorporation of Recitals and Exhibits. The above Recitals and Exhibits attached and referenced herein are hereby incorporated into this Agreement.

2. General Development Plan Approval. To the fullest extent of its legal powers and authority and for the duration of the Term (as described below) of this Agreement, the City hereby approves the General Development Plan for the Project, including the density, use, configuration, and specification designations as described in the General Development Plan and as described elsewhere herein. The developer may not substantively deviate from the General Development Plan without prior approval by the City. Subject to the terms of this Agreement and subject to the Developer's compliance with other provisions of the Code not specifically modified herein, the Developer shall have the right to have, Preliminary Design Plan, Site Plan, Final Plat, Construction Plans and Building Permits (as those terms are defined in section 10-3 of the Code) approved by the City and to develop the Project as proposed and approved. The Developer hereby agrees that the Project is subject to all City ordinances except as specifically modified herein by this Agreement. In the event of a conflict between the Code and this Agreement, this Agreement shall control.

3. Term. The vested rights described in this Agreement shall be effective for a period of ten (10) years following the date on which this Agreement is adopted by the city Council of North Salt Lake and signed by the City's Mayor (the "Term").

4. Development of the Project. The Project shall be developed by Developer and/or Developer's successors and assigns in accordance with all of the requirements contained herein.

a. Notwithstanding anything in the Code to the contrary, the general layout, parking, fencing, and landscaping of the project shall be substantially in the form of **Exhibit "C"** of this Agreement and are entitled Site Plan & Landscape Plan.

b. Notwithstanding anything in the Code to the contrary, the land use standards, including but not limited to, setbacks, building heights, uses, etc., for all structures to be developed within the Project shall be as described in attached **Exhibit "D"** and are hereby approved by the City for use in the Project and are entitled P District Land Use Standards.

c. Developer and City hereby agree that architectural standards should be applied to the development of all lots within the Project. These specific rules and standards are shown in **Exhibit "E"** of this Agreement and are entitled, "Architectural Standards for Hepworth Townhomes".

d. Phasing Plan. The Developer intends to construct the project in one phase.

e. Required Public Improvements. City agrees to coordinate with Developer the placement of conduits, chases and other piping required for the development of the project. The Developer agrees to construct all required public improvements, at its expense.

5. Payment of Fees. Developer agrees to pay fees, except for any waivers, credits or other considerations noted in this agreement, as required by the City's adopted fee schedule in effect at the time of the submittal of their respective development applications. The developer is solely responsible for payment of any required fees to the South Davis Water District and South Davis Sewer District.

6. Agreement to Run with the Land/Assignment. A memorandum of this Agreement shall be recorded by Developer against the Property in the form attached **Exhibit "F"**. The rights and obligations of Developer under this Agreement shall be those affecting the Property, and shall run with and be binding upon the Property and its successors and assigns, or any portion thereof. The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property. Neither Developer nor their successors and assigns shall have the right to assign this Agreement, in whole or in part, unless: (a) such assignee becomes the owner of fee simple title to that portion of the Property affected by the rights and obligations under this Agreement that are being assigned, and (b) the City has consented in writing to the assignment, which consent shall not be unreasonably withheld.

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

To Developer: Hepworth Investment Group, LLC

To the City: City of North Salt Lake
Attn: City Manager
10 East Center Street
North Salt Lake, Utah 84054

In the event that either of the Parties desires to change its address as shown above, such Party shall provide written notice to the other Party pursuant to the requirements of this Section 6.

8. Default. In the event either Party fails to perform its obligations hereunder or to comply with the terms thereof, within thirty (30) days after giving written notice of default and the failure of the defaulting Party to cure such default, or if the default is of a nature that it cannot be reasonably cured within 30 days, then to have diligently and in good faith commenced to cure such default, and the non-defaulting Party may, at its election, have the following remedies:

a. All rights and remedies available in equity, including injunctive relief or specific performance, but shall have no claim for money damages.

b. The right to withhold all further approvals, licenses, permits or other rights associated with the Project or any development described in this Agreement until such default has been cured.

c. The right to draw upon any security posted or provided in connection with the Project and this Agreement.

d. The right to terminate this Agreement.

e. The rights and remedies set forth herein shall be cumulative.

9. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein, and all regularly approvals given by the City for the Property and/or the Project or any phase thereof containing the entire agreement of the Parties with respect to the subject matter hereof and supersede any prior promises, representations, warranties or understandings between the Parties which are not contained in this Agreement, regulatory approvals and related conditions.

10. Severability. The Parties hereto agree that the provisions hereto are severable. If any provision of this Agreement is held invalid, the remainder of this Agreement shall be effective and shall remain in full force and effect unless amended or modified by mutual consent of the Parties.

11. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, representatives, officers, agents, employees, members, successors and assigns.

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

[The remainder of this page is intentionally left blank.]

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

ATTEST:

_____
City Recorder

CITY
CITY OF NORTH SALT LAKE

_____
By: Len Arave
Its: Mayor

DEVELOPER

_____

_____

_____
By:
Its:

EXHIBIT "A"
LEGAL DESCRIPTION

All property included in Davis County Parcel Identification numbers: 01-082-0039 and containing approximately 0.59 acres.

Legal Description:

BEG ON W LINE CO RD & S LINE ROADWAY 3062.6 FT W & 979.1 FT N FR S 1/4 COR SEC 1-T1N-R1W, SLM, W ALG N LINE ROADWAY 215 FT, N 119 FT, E 215 FT TO W LINE CO RD S ALG W LINE 119 FT TO BEG. CONT. 0.59 ACRES.

EXHIBIT "B"
GENERAL DEVELOPMENT PLAN

The General Development Plan for the Hepworth Townhomes project approved by the City Council on the 2nd day of April, 2019.

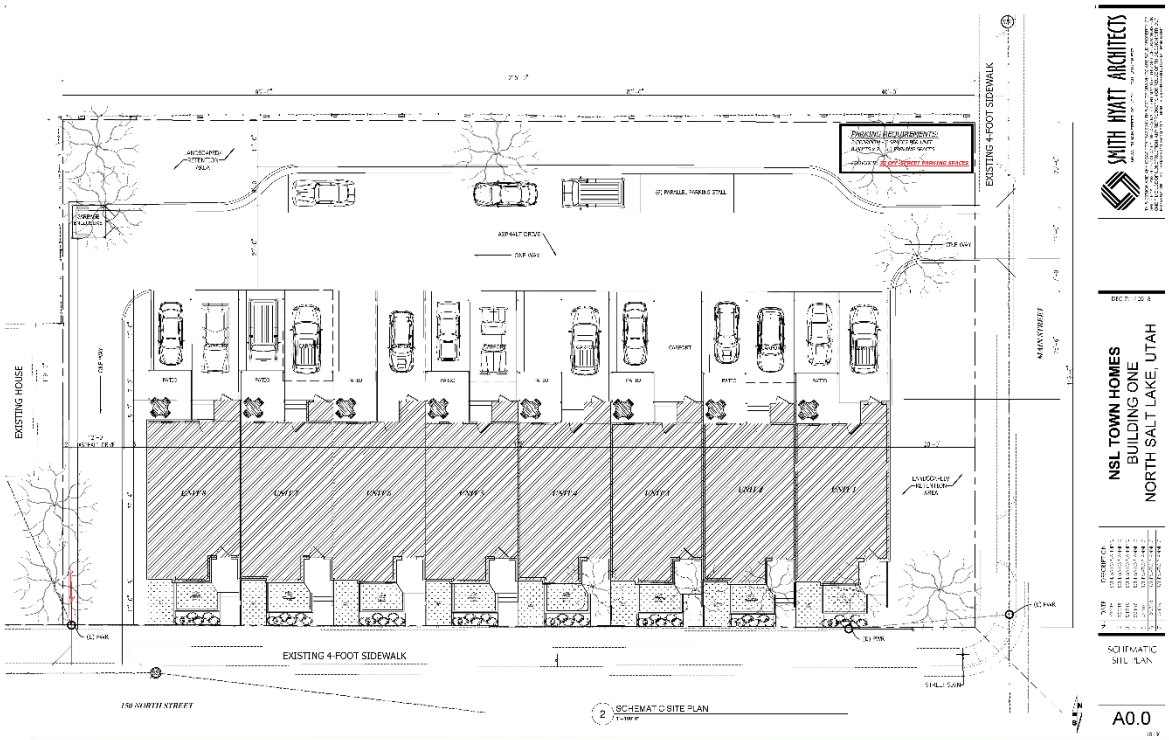
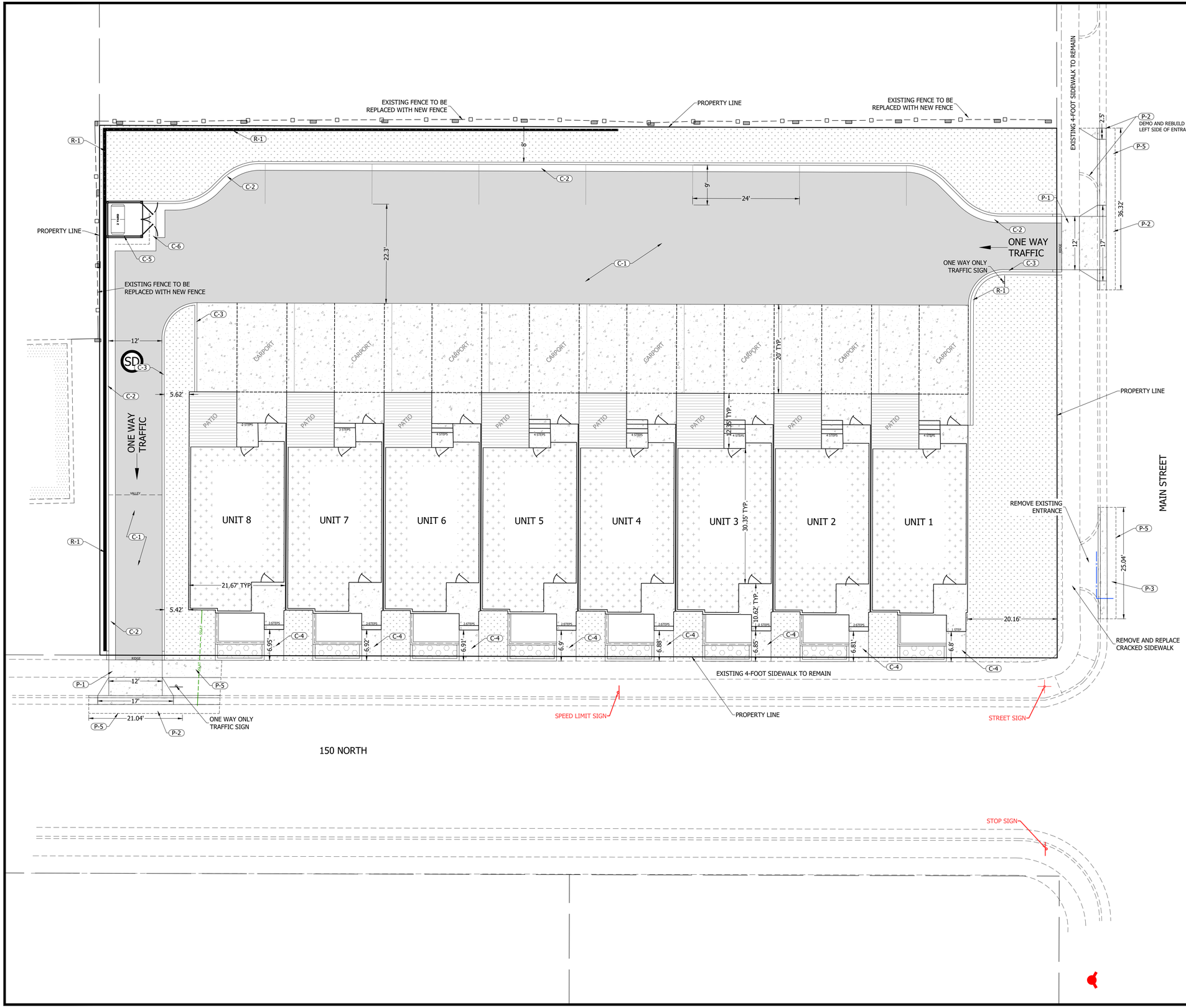




EXHIBIT "C"
SITE PLAN & LANDSCAPE PLAN



AREA TABULATION

	sq.ft.	Acres	%
BUILDING	5,850	0.13	22.41%
IMPROVEMENTS	12,215	0.28	46.78%
LANDSCAPE	8,044	0.18	30.81%
TOTAL	26,109	0.60	100.00%

SYMBOL LEGEND

- C-1 ASPHALT & BASE PER DETAIL, SHEET C900
- C-2 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL, SHEET C900
- C-3 6" CONCRETE CURB WALL PER DETAIL, SHEET C900
- C-4 CONCRETE SIDEWALK PER DETAIL, SHEET C900
- C-5 DUMPSTER ENCLOSURE, PAD, AND APRON PER DETAIL, SHEET C900
- C-6 3' WATERWAY PER DETAIL, SHEET C900
- R-1 3' (MAX) RETAINING WALL (OR ALT CURB WALL) PER DETAIL, SHEET C900
- P-1 CONCRETE SIDEWALK REPLACEMENT PER NSL STANDARDS
- P-2 CONCRETE DRIVE APPROACH PER NSL STANDARDS
- P-3 CONCRETE CURB & GUTTER REPLACEMENT PER NSL STANDARDS
- P-4 ASPHALT REPLACEMENT PER NSL STANDARDS
- P-5 SAWCUT AND REMOVE PER NSL STANDARDS

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"X60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMPS:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

181 North 200 West, Suite #4
Bountiful, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus™

REGISTERED PROFESSIONAL ENGINEER
4-10-19
No.189586
SCOTT T. ARGYLE
STATE OF UTAH

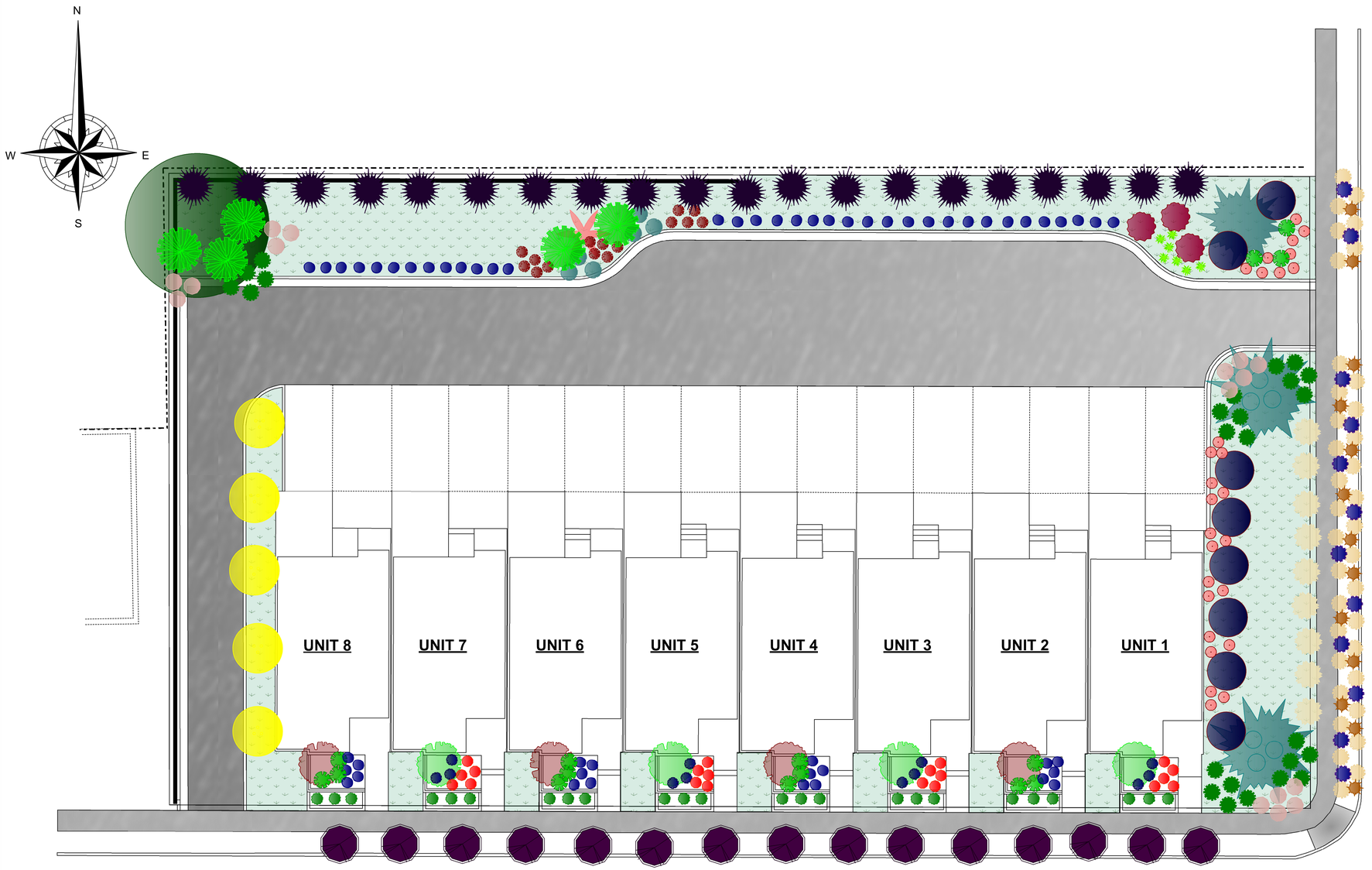
NSL TOWN HOMES

150 NORTH MAIN STREET
TAX PARCEL #01-082-0039
LOCATED IN THE SE 1/4 OF SECTION 2, T.1N., R.1W., S.L.B.&M.
NORTH SALT LAKE, DAVIS COUNTY, UTAH

DRAWN: DH	5/9/19
APPROVED: STA	[DATE]
PROJECT:	[PROJECT #]
SITE_1185009.dwg	

C400

SITE PLAN



Landscape

Quantity	Symbol	Description
Annuals-Perennials		
6		Blue Oat Grass 5 gal
7		Carex everillo #1
15		Coneflower 'Cheyenne Spirit' 1 Gallon
16		Daylily, Everydaylily Pink Cream 1 gal
20		Echinacea purpurea 1 gallon
13		Echinacea, 'Big Kahuna' #5
9		False Indigo, 'Vanilla Cream' 1 gal
24		Fountain Grass, Hamlen Dwarf #7
12		Heuchera spp. 'Black beauty' 1
15		Lady's Mantle 1 gallon
55		Lavender 'Hidcote Blue' 2 gal
36		Mexican Feather Grass #5
3		Peony, Felix Crousse 5 gallon
12		Salvia, May Night #1
27		Sedum 'Autumn Joy' 10 gallon
Shrubs Over 4 Feet		
5		Darts Gold Ninebark #5
20		Elderberry 'Black Laced' #5
8		Ninebark, Diablo 5 gal
Trees		
1		Blue Atlas Cedar 10 gal
15		Dawyck Purple Beech #25
2		Deodar Cedar 2 1/2
5		Ginko 'Goldenspire' 15 gal
4		Japanese Maple 'Emperor 1' 15 gallon
4		Japanese Maple, 'Waterfall' 15 gallon
25		Karl Forrester 2.25"
1		Magnolia 'Ann' 15 gal
1		Oak, Pin or Swamp 15 gallon

COMPANY:
Seasons Four Landscape
640 N Main
NSL, UT 84054

SHEET DESCRIPTION:
Landscape

PROJECT:
NSL Town Homes
150 S Main St.
North Salt Lake, Ut 84054

REVISIONS:
3rd

DATE:
5/7/19

JOB NUMBER:
12345

DRAWN BY:
255

CHECKED BY:
N/A

SCALE:
1" = 10'

SHEET:
1 of 2

EXHIBIT "D"

HEPWORTH TOWNHOMES P DISTRICT LAND USE STANDARDS

1. Purpose. This Exhibit outlines the standards pursuant to which Hepworth Townhomes Residential uses shall be developed within the P District. References herein to the term "Code" shall refer to Title 10 of the North Salt Lake City Code, Land Use and Subdivision Ordinances.

2. Residential Standards for Townhomes.
   a. Lot Area:
      i. Due to the nature of townhome development, there shall be no minimum lot area; however, no residential unit constructed in the P district shall have a living area less than 1,600 square feet and a minimum of 2 bedrooms.
   b. Maximum Coverage Area.
      i. Due to the nature of townhome development a, there shall be no maximum coverage area per lot.
   c. Maximum Height of Buildings.
      i. The maximum height for all residential structures in the P District shall be twenty-five (25) feet from finished final grade, per city land use ordinance section 10-1-25.
   d. Lot Width and Depth:
      i. The minimum lot width and depth for the lot shall be as depicted on the approved site plan.
   e. Setbacks, front:
      i. The front yard setback shall be a minimum of ten (10') feet from the right-of-way line on 150 North.
      ii. The front yard setback shall be a minimum of twenty (20") from the right-of-way line on Main Street.
   f. Setbacks, rear:
      i. The minimum rear yard setback from the development boundary shall be a minimum of thirteen (20) feet.
   g. Setbacks, side:
      i. The minimum side yard setback from the development boundary shall be a minimum of eight (8) feet.
   h. Setbacks for individual units:
      i. The side yard setbacks shall be zero (0) feet between units.
   i. Minimum Landscape Percentage.
      i. The minimum landscape percentage for the entire development shall be 30%.
   j. Accessory Buildings:
      i. Accessory buildings shall not be allowed for individual residential units.
      ii. Accessory buildings or structures within the common area shall include only those necessary for the operations of the apartments and enjoyment of the residents, such as trash enclosure, carports, etc.
   k. Fence:

i. The maximum solid fence height within 20 feet of a public street shall be four (4')feet.
ii. The maximum height for the remainder of the perimeter fence shall be eight (8) feet. A minimum six foot composite fence shall be required in the P District on the perimeter of the residential portion of the property in accordance with the Development Agreement.

l. Parking shall be provided as follows
i. Each unit shall include a two (2) carport, for a total of 16 spaces.
ii. Guest parking shall be provided in the amount of 6 spaces within the common area and as shown on the site plan.
iii. Total parking provided: 22 spaces, 2.75 spaces per unit.

3. Permitted Uses.
a. Single family attached dwellings (townhomes)
b. Home occupations as regulated by North Salt Lake Land Use Code, Section 10-10-5, as amended.

EXHIBIT "E"

ARCHITECTURAL STANDARDS FOR HEPWORTH TOWNHOMES

The Architectural Rules and Design Standards and Construction Guidelines, as contained herein, are to be used as guidelines for the owner and builder in preparing plans and specifications for any proposed construction or improvement in Hepworth Townhome Apartments and for maintaining an orderly construction environment. These guidelines will be used by the Declarant in conjunction with the Declaration of Covenants, Conditions, Restrictions, and Easements (Declaration), and any undefined terms shall have the same meaning as contained therein.

Design Standards:

A. Exterior Elevations

All exterior residential elevations shall be consistent with general scheme and design as depicted below and as approved in the General Development Plan forHepworth Townhomes Townhomes. The units shall utilize shared common space and rear alley loaded caports as depicted on the Site Plan and General Development Plan. Exterior elevations will be of masonry and cement fiber board construction with metal accents. Each unit shall have a raised front planter box at each stoop. The units will be varied in elevation so that each unit has first floor access to the street and sidewalk as shown on the general development plan.



B. Exterior Finishes and Colors

Materials and Colors. Exterior materials shall consist of Masonry, Fiber Cement Board, nd Metal accents, and Asphalt Shingles. The following colors and materials shall be used in the construction of all townhomes. The brick will be classic red brick with tan colored stucco accents and tan colored fiber cement board. Minor variations in color/tone may be approved by the Community Development Director in accordance with the general colors shown in the elevations below.



1 EXTERIOR ELEVATION - SOUTH
3/16"=1'-0"



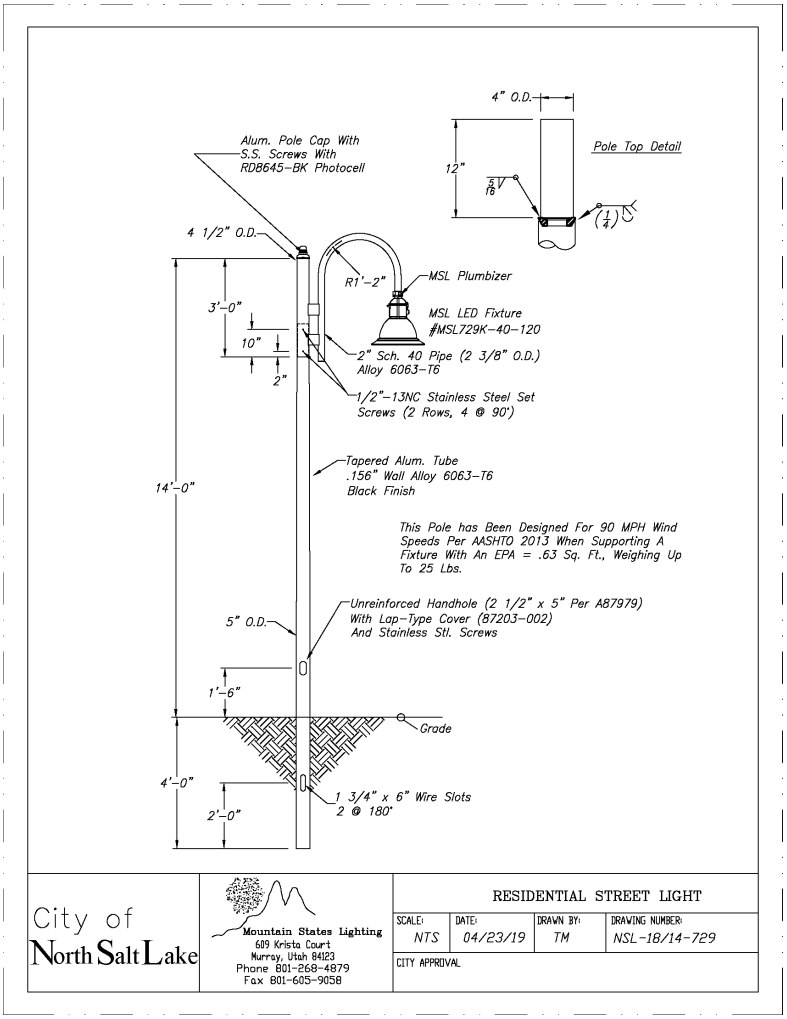
2 EXTERIOR ELEVATION - NORTH

C. Carports

Each unit shall have a rear alley loaded carport for 2 vehciles. The carports shall be finished in materials and colors similar to the townhomes.

D. Lamp Posts, Building Lighting

The development shall utilize the following light poles in black. Declarant will install the following commercial quality lamp post, or another mutually agreed upon between the City and Developer:



Declarant will submit a lighting plan detailing the location of the proposed lamp posts with building permit application.

All site/building lighting shall be shielded and directed downward so light spill does not adversely affect adjacent properties or streets.

E. Landscaping

Upon completion of each unit, the Declarant shall install landscaping in accordance with the approved landscape plan. A unity of the design of an overall development master plan shall be achieved by the repetition of certain plant varieties, colors and materials to tie the overall development together. All landscaping and irrigation shall utilize efficient landscaping techniques and drought tolerant species where possible.

F. Mailboxes

Mailbox clusters, with mailboxes and newspaper receptacles will be provided by Declarant based on the requirements and approval of the U.S. Postal Service. Replacement necessitated by damage from whatever source shall be at the expense of the builder or owner.

G. Fencing Material

The project perimeter fencing material with composite or plygem fencing material, similar to the figure below, in a color coordinated with the materials used in the construction of the townhomes.



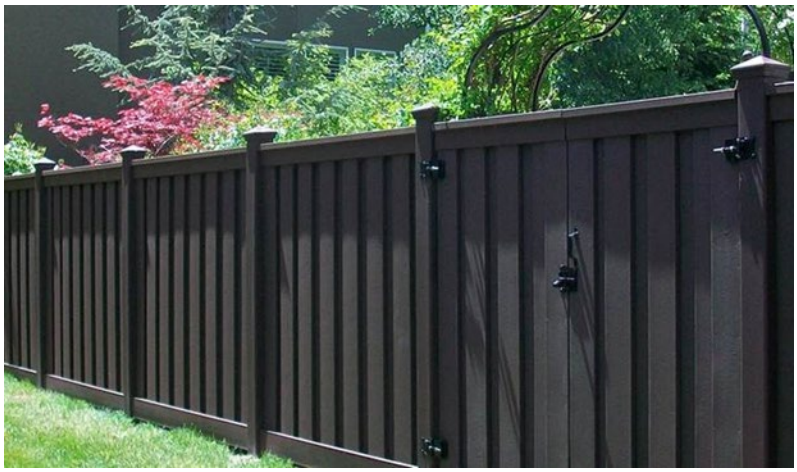


EXHIBIT "F"
RECORDABLE MEMORANDUM OF AGREEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED PLEASE RETURN TO:

City of North Salt Lake
Attn: City Recorder
10 East Center Street
North Salt Lake, UT 84054

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT ("Memorandum") is made by and between **THE CITY OF NORTH SALT LAKE**, a Utah municipal corporation, whose address is 10 East Center Street, North Salt Lake, Utah, 84054, hereinafter referred to as the "City," and **Hepworth Investment Group LLC, a Utah limited liability company,** whose address is _____ ("Developer").

Developer and the City have entered into that certain "Development Agreement for Hepworth Townhomes", dated _____ (referred to herein as the "Agreement") regarding the real property to be known as the Hepworth Townhome Apartments and more particularly described on the attached **Schedule "A"** (the "Property"). Copies of the Agreement are on file in the offices of the City of North Salt Lake.

This Memorandum is executed and recorded in the Davis County Recorder's Office in order to provide third-parties with notice of the Agreement. The effect of the Agreement as to each portion of the Property shall expire upon the issuance of a certificate of occupancy for a structure by the City as to the subject portion.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

"CITY"

CITY OF NORTH SALT LAKE

ATTEST:

_____ By:_____
City Recorder Mayor

State of Utah)
ss.
County of Davis)

This instrument was acknowledged before me on _____, 2018, by _____ as _____ of City of North Salt Lake, a Utah municipal corporation.

[Seal] _____
NOTARY PUBLIC

My Commission Expires:_____

"DEVELOPER"

By:_____

Title:_____

State of Utah)
ss.
County of Davis)

This instrument was acknowledged before me on _____, 2016, by _____ as _____ of _____, a Utah Limited Liability company.

[Seal]

_____
NOTARY PUBLIC

My Commission Expires:_____

SCHEDULE "A"

LEGAL DESCRIPTION

Parcel: 01-082-0039

BEG ON W LINE CO RD & S LINE ROADWAY 3062.6 FT W & 979.1 FT N FR S 1/4 COR SEC 1-T1N-R1W, SLM, W ALG N LINE ROADWAY 215 FT, N 119 FT, E 215 FT TO W LINE CO RD S ALG W LINE 119 FT TO BEG. CONT. 0.59 ACRES.

CITY OF NORTH SALT LAKE
COMMUNITY & ECONOMIC DEVELOPMENT

10 East Center Street, North Salt Lake, Utah 84054
(801) 335-8700
(801) 335-8719 Fax

MEMORANDUM

TO: Planning Commission

FROM: Sherrie Llewelyn, Community Development Director

DATE: May 14, 2019

SUBJECT: Site plan for the Hepworth 8-Plex located at 24 West 150 North

---

RECOMMENDATION

The Development Review Committee (DRC) recommends approval to the Planning Commission the site plan for Hepworth 8-Plex located at 24 West 150 North subject to the following:

1. Approval of the P-District Rezone and Development Agreement by the City Council.
2. Confirmation whether alleyway access for the northern neighbor will be provided via a gate.
3. Adjacent sidewalk along 150 North and Main Street to be replaced by the developer as part of the project.

BACKGROUND

The purpose of this application is to facilitate the general development plan known as Hepworth 8-Plex located 24 West 150 North. The property is a total of approximately 0.59 acres (25700.4 sq. ft.) currently zoned R1-7 and is recommended for a rezone to the P-District. The general development plan for the Hepworth 8-Plex was approved by the City Council on March 5, 2019. In conjunction with the P-District rezone request, the development agreement will include this site plan.

REVIEW

The townhomes are being developed as rental units. The developer is proposing construction of eight townhome apartments. The DRC has reviewed the site for compliance with applicable standards of the subdivision ordinance. The site plan meets the minimum standards for the zone and conforms to the proposed zone change and draft development agreement.

The construction is of traditional brick design with cement fiber board accents. Each 2 bedroom unit will have a raised garden bed and front stoop adjacent the sidewalk as well as a patio in the behind each residence. The units are 2 stories high which provides a uniform transition between the multi-family use and the single family use neighborhood. Each unit will have two parking spaces covered by a continuous carport which will be parallel to the building. Six additional guest parking spaces are located in the rear alley. Required standard parking is 2.25 spaces per unit, the development is proposing 2.75 spaces per unit, exceeding the standard requirement.

The total parking proposed is as follows:

	Units	Rate	Required Total
2 Bedroom Units	8	2.0 spaces/unit	16
Guest Spaces	8	0.25 spaces/unit	2
			18
Parking Provided: 22 spaces			
Covered (carport)		2.0 spaces/unit	16
Guest		0.75 spaces/unit	6

Improvements to the landscaping are estimated at 8,044 sq. ft. or approximately 30.8% of the site. T.J. Riley from the City's Public Works has reviewed the proposed street trees and confirmed that the type, locations, and size of proposed trees are in compliance with City standards. The existing fencing along the western and northern property lines will be replaced with composite type fencing. Clarification as to whether access for the northern neighbor to access the alley via a gate was discussed as a possibility, but is not shown and will need to be clarified. The Clearview Areas has landscaping with reduced heights and no trees to allow easy vehicular sightlines. The Clearview Areas are located at the entrance and exit of the private alley and at the corner of Main Street and 150 North. Due to the age of the sidewalk and the disruption from construction, City Staff recommends that the adjacent sidewalk along 150 North and Main Street be replaced by the developer as part of the project.

The developer is not proposing additional amenities in order to encourage residents to utilize amenities and shops in the future redevelopment of the town center and Hatch Park. Given the location and topography of the property there will be no visual impact of the development. Together with the development of City Center, the Hepworth 8-Plex will be an improvement to the area and meets the goals of the Town Center Master Plan.

POSSIBLE MOTION

I move that the Planning Commission recommends approval to the City Council of the proposed site plan for Hepworth 8-Plex located at 24 West 150 North subject to the following:

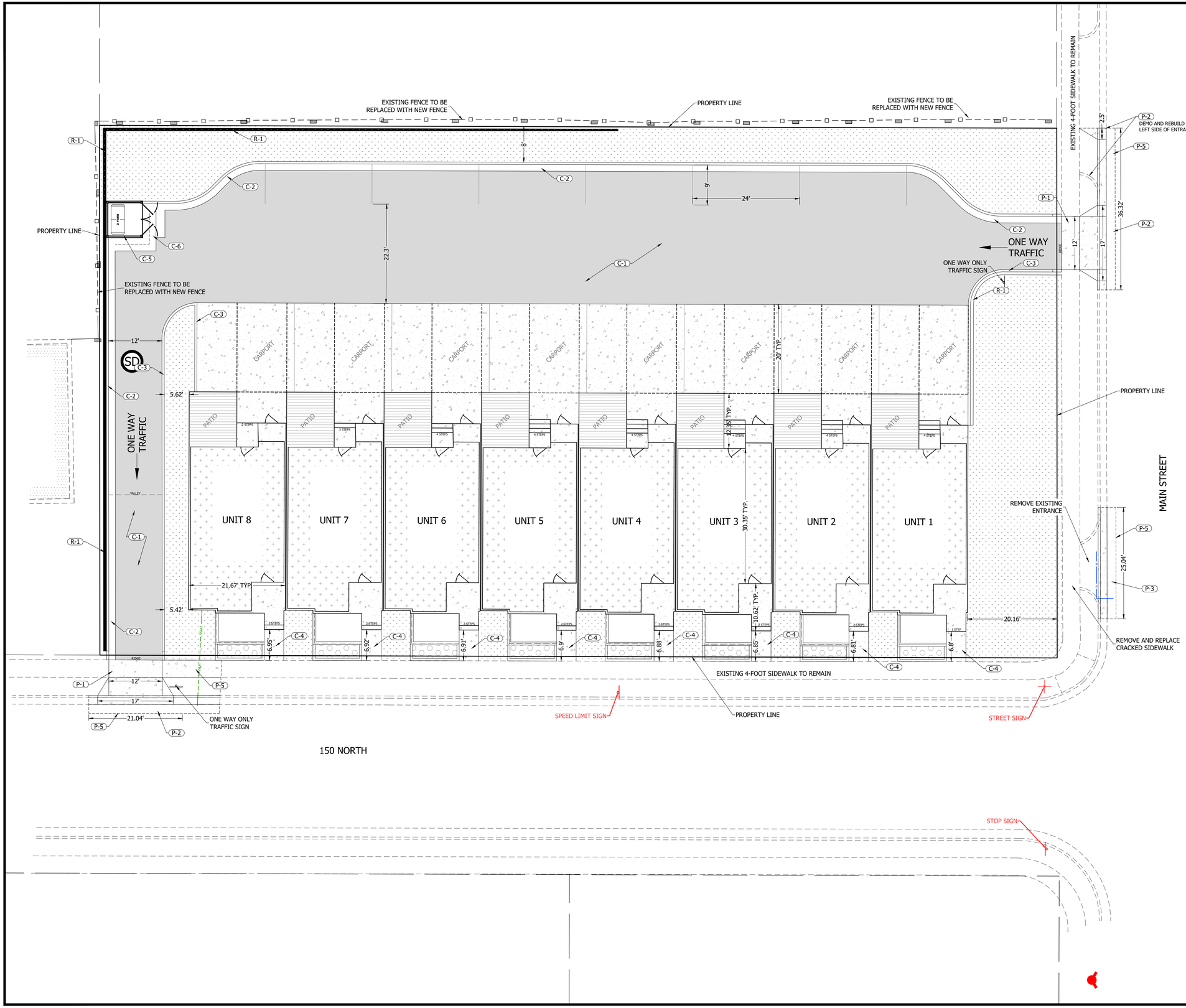
1. Approval of the P-District Rezone and Development Agreement by the City Council.
2. Confirmation whether alleyway access for the northern neighbor will be provided via a gate.
3. Adjacent sidewalk along 150 North and Main Street to be replaced by the developer as part of the project.

Attachments:

1) Aerial Map
2) Site Plan
3) Landscape Plan

Site Plan-24 West 150 North
Hepworth Townhouse Apartments
Aerial





AREA TABULATION

	sq.ft.	Acres	%
BUILDING	5,850	0.13	22.41%
IMPROVEMENTS	12,215	0.28	46.78%
LANDSCAPE	8,044	0.18	30.81%
TOTAL	26,109	0.60	100.00%

SYMBOL LEGEND

- C-1 ASPHALT & BASE PER DETAIL, SHEET C900
- C-2 24" CONCRETE HIGH-BACK CATCH CURB & GUTTER PER DETAIL, SHEET C900
- C-3 6" CONCRETE CURB WALL PER DETAIL, SHEET C900
- C-4 CONCRETE SIDEWALK PER DETAIL, SHEET C900
- C-5 DUMPSTER ENCLOSURE, PAD, AND APRON PER DETAIL, SHEET C900
- C-6 3' WATERWAY PER DETAIL, SHEET C900
- R-1 3' (MAX) RETAINING WALL (OR ALT CURB WALL) PER DETAIL, SHEET C900
- P-1 CONCRETE SIDEWALK REPLACEMENT PER NSL STANDARDS
- P-2 CONCRETE DRIVE APPROACH PER NSL STANDARDS
- P-3 CONCRETE CURB & GUTTER REPLACEMENT PER NSL STANDARDS
- P-4 ASPHALT REPLACEMENT PER NSL STANDARDS
- P-5 SAWCUT AND REMOVE PER NSL STANDARDS

ALL ITEMS WITHIN THE PUBLIC RIGHT-OF WAY TO CONFORM TO THE RIGHT-OF-WAY OWNER'S STANDARDS & SPECIFICATIONS.

ACCESSIBLE AREA CONSTRAINTS

ALL ACCESSIBLE AREAS ARE TO MAINTAIN THE FOLLOWING MAXIMUM SLOPES AND TOLERANCES:

ACCESSIBLE PARKING:
MAXIMUM SLOPE OF 1:48 (2%) THROUGHOUT.

ACCESSIBLE ROUTE:
MINIMUM WIDTH OF 48". MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ACCESS ROUTE TURNAROUNDS:
A CLEAR 60" TURNING DIAMETER. MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

LEVEL LANDING / EXTERIOR DOOR LANDING:
MINIMUM SIZE OF 60"X60". MAXIMUM SLOPE OF 1:48 (2%) IN ANY DIRECTION.

ACCESSIBLE EGRESS TO PUBLIC WAY:
MAXIMUM SLOPE OF 1:20 (5%) ALONG THE ROUTE, MAXIMUM CROSS-SLOPE OF 1:48 (2%).

ADA ACCESS RAMPS:
MAXIMUM SLOPE OF 1:12 (8.33%), WITH A MAXIMUM CROSS-SLOPE OF 2%. THE TRANSITION BETWEEN ASPHALT AND CONCRETE IS NOT TO EXCEED 1/2" VERTICAL (1/4" IF BEVELED).

181 North 200 West, Suite #4
Bountiful, UT 84010
Phone 801.298.2236
www.Entellus.com
Entellus™

REGISTERED PROFESSIONAL ENGINEER
4-10-19
No.189586
SCOTT T. ARGYLE
STATE OF UTAH

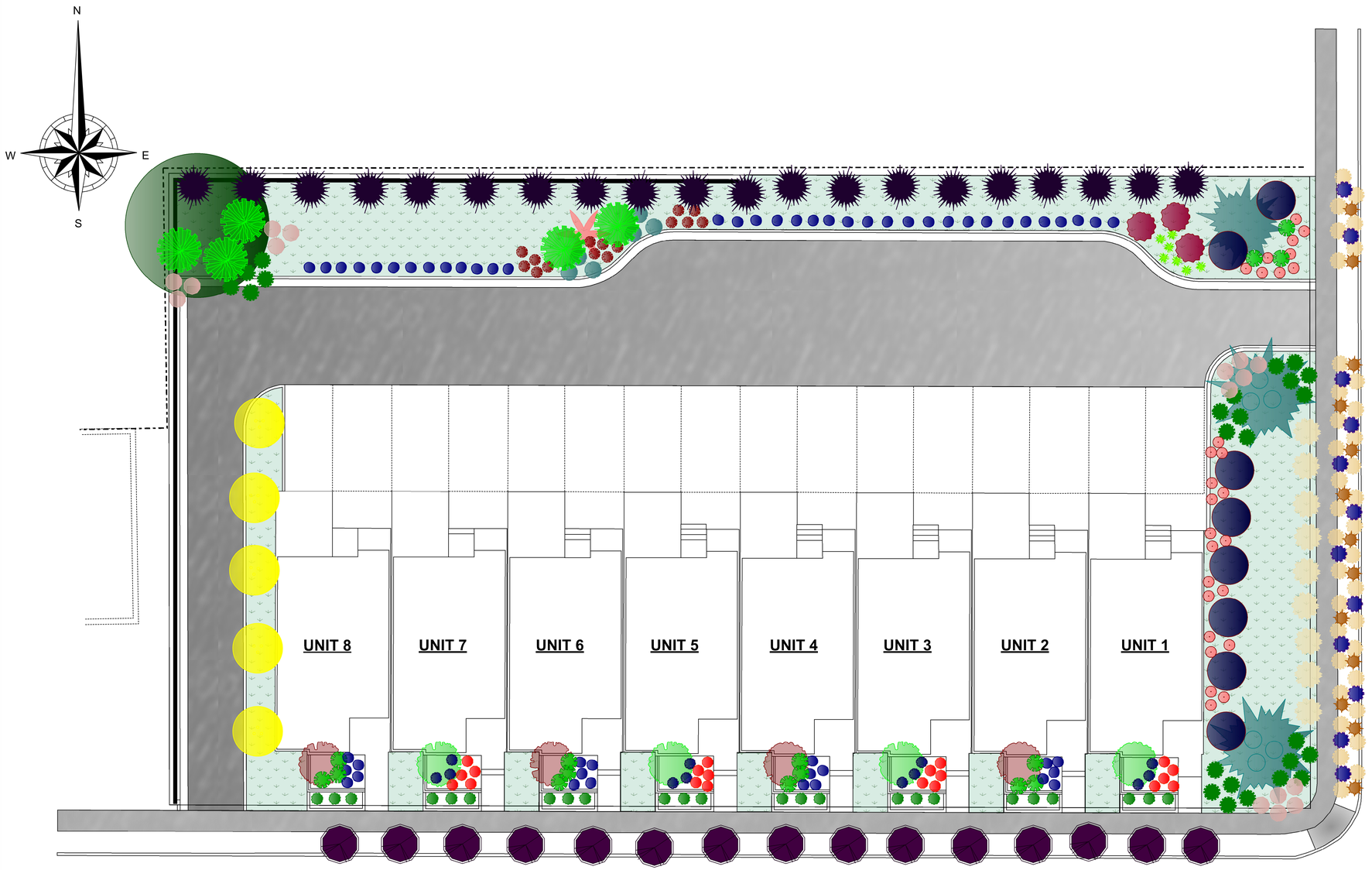
NSL TOWN HOMES

150 NORTH MAIN STREET
TAX PARCEL #01-082-0039
LOCATED IN THE SE 1/4 OF SECTION 2, T.1N., R.1W., S.L.B.&M.
NORTH SALT LAKE, DAVIS COUNTY, UTAH

DRAWN: DH	5/9/19
APPROVED: STA	[DATE]
PROJECT:	[PROJECT #]
SITE_1185009.dwg	

C400

SITE PLAN



Landscape

Quantity	Symbol	Description
Annuals-Perennials		
6		Blue Oat Grass 5 gal
7		Carex everillo #1
15		Coneflower 'Cheyenne Spirit' 1 Gallon
16		Daylily, Everydaylily Pink Cream 1 gal
20		Echinacea purpurea 1 gallon
13		Echinacea, 'Big Kahuna' #5
9		False Indigo, 'Vanilla Cream' 1 gal
24		Fountain Grass, Hamlen Dwarf #7
12		Heuchera spp. 'Black beauty' 1
15		Lady's Mantle 1 gallon
55		Lavender 'Hidcote Blue' 2 gal
36		Mexican Feather Grass #5
3		Peony, Felix Crousse 5 gallon
12		Salvia, May Night #1
27		Sedum 'Autumn Joy' 10 gallon
Shrubs Over 4 Feet		
5		Darts Gold Ninebark #5
20		Elderberry 'Black Laced' #5
8		Ninebark, Diablo 5 gal
Trees		
1		Blue Atlas Cedar 10 gal
15		Dawyck Purple Beech #25
2		Deodar Cedar 2 1/2
5		Ginko 'Goldenspire' 15 gal
4		Japanese Maple 'Emperor 1' 15 gallon
4		Japanese Maple, 'Waterfall' 15 gallon
25		Karl Forrester 2.25"
1		Magnolia 'Ann' 15 gal
1		Oak, Pin or Swamp 15 gallon

COMPANY:
Seasons Four Landscape
640 N Main
NSL, UT 84054

SHEET DESCRIPTION:
Landscape

PROJECT:
NSL Town Homes
150 S Main St.
North Salt Lake, Ut 84054

REVISIONS:
3rd

DATE:
5/7/19

JOB NUMBER:
12345

DRAWN BY:
255

CHECKED BY:
N/A

SCALE:
1" = 10'

SHEET:
1 of 2

CITY OF NORTH SALT LAKE
PLANNING COMMISSION MEETING
APRIL 9, 2019

DRAFT

Commission Chair Ted Knowlton called the meeting to order at 6:31 p.m. and William Ward led those present in the Pledge of Allegiance.

PRESENT: Commission Chair Ted Knowlton
Commissioner Stephen Garn
Commissioner Kent Kirkham
Commissioner William Ward
Commissioner Brandon Tucker
Commissioner BreAnna Larson

EXCUSED: Commissioner Natalie Gordon

STAFF PRESENT: Sherrie Llewelyn, Community Development Director; Kate Werrett, Planning Technician; Andrea Bradford, Minutes Secretary.

OTHERS PRESENT: Dee Lalliss, resident; Clinton Thomas, Clint Thomas apartments.

1. PUBLIC COMMENT

There were no public comments.

2. CONSIDERATION OF AN APPLICATION TO REZONE PROPERTY LOCATED AT 521 NORTH ORCHARD DRIVE (AKA 3511 SOUTH ORCHARD DRIVE) FROM COMMERCIAL SHOPPING (CS) TO PLANNED DISTRICT (P), CLINT THOMAS, APPLICANT

Sherrie Llewelyn reported that this was the final recommendation on the rezone for the property as the Planning Commission had previously approved the General Development Plan on February 12th with City Council approval on February 19th. The current zoning was Commercial Shopping (CS) with the applicant proposing Planned (P) District rezone. The current address of 3511 South Orchard Drive in Bountiful would be updated to 521 North Orchard Drive in North Salt Lake.

Mrs. Llewelyn showed an aerial view of the property and explained that the existing carports would be replaced with an additional building, new carports, and additional landscaping. The materials to be used for the exterior of the new building would be fiber cement board (generic

hardie board) or stucco and brick. She asked that the Commission determine whether the applicant could use stucco in place of hardie board.

Sherrie Llewelyn explained that the development agreement would include the landscaping plan, required improvements related to the existing landscaping, fencing, improvements to the existing buildings including the siding and mansard roof, repair or replacement of lighting fixtures, safety issues with outdoor carpeting and handrails, re-pavement of parking areas, and a maintenance plan. She explained the fencing improvements including the fencing on the west property line and the replacement of the existing retaining wall to be topped with a six foot site obscuring fence of composite or vinyl, repair of the fencing along the north property line, and the remaining fencing to remain and chain link.

Mrs. Llewelyn then reviewed the exhibits including the architectural standards in Exhibit E related to the architectural elevations and colors. She said the Development Review Committee (DRC) recommended approval of the P-District rezone and Site Plan. This would require two separate motions by the Planning Commission.

Commissioner Kirkham suggested a composite material for the fencing rather than vinyl and said the composite would be more durable.

Commissioner Tucker asked about the concerns/comments from the City Council. Sherrie Llewelyn replied that the Council's concerns were related to the south boundary fencing and if a gate could be added to the fence. She explained that one of the Council Members had witnessed a child that tried to climb the fence and had gotten stuck. Mrs. Llewelyn said that the LDS Church owned the fence and would not allow a gate per recent policy. She said it was most likely a liability issue.

Clint Thomas commented that he had reached out to the LDS Church and was told that it was a church wide policy to no longer allow access. He said he would commit to doing the repairs and fulfilling the requirements as specified in the development agreement.

Commissioner Kirkham asked if the proposed location for the dumpster would be a new location. Clint Thomas replied that the existing dumpster was in the same area but the new location would be placed 10-20 feet back to accommodate the new building.

Commissioner Kirkham also asked if these units would all be rentals. He also asked if Mr. Thomas would manage the snow plowing. Clint Thomas responded that they would all be two bedroom rentals. He said he would manage the snow plowing.

Commissioner Ward asked if there would be a designated area for snow storage. Clint Thomas replied that the current storage was at the east end of the property. He said he would remove the existing bushes there and snow could continue to be stored there.

Commissioner Larson asked about the starting and ending building timeframes. Clint Thomas replied that he hoped to start and finish construction this year. He said the goal was to start construction in a couple months.

Chair Knowlton asked the Planning Commission for their thoughts on the use of stucco versus hardie board. Commissioners Kirkham, Garn, and Larson responded that they did not have an issue with either material but felt that the new building should try to match the existing buildings.

Commissioner Kirkham commented that stucco had improved and the only issue he saw was cracking around the windows and doors due to the climate here. He explained that stucco was less expensive than hardie board.

Chair Knowlton asked the applicant about his preference on the finish. Clint Thomas replied that he wanted to do vinyl siding due to the cost so he would prefer stucco over hardie board. He said he was already extending additional costs for the whole property.

Chair Knowlton commented that fairness should be considered per the requirements if the Commission was asking for substantially more of the applicant. He said that there may be issues with vinyl siding.

Sherrie Llewelyn said that in the proposed development agreement that the materials used could be brick, stucco, or the fiber cement board (hardie) for the exterior of the building. Commissioner Kirkham commented that there was a product which could be used to paint/change the color of the stucco.

Chair Knowlton clarified that the development agreement did not allow for vinyl siding but did allow stucco and hardie board type materials.

The Commission then discussed fencing options particularly the pros and cons of vinyl fencing including maintenance, cost, and the appearance over time and the allowance of chain link fencing.

Sherrie Llewelyn showed the different types of existing and proposed fencing per the site plan to those present. She explained that the property line between the church and the apartments had existing chain link fencing, existing precast concrete fencing along a portion of the north side of the property, and where existing and required chain link fencing and retaining walls would be placed. Mrs. Llewelyn said that the precast wall and a site obscuring fence would be required for privacy and screening from neighboring headlights.

Clint Thomas clarified that the height of the retaining wall would vary but he would try to level some areas out.

Commissioner Tucker commented that he was happy to see new construction for moderate income housing. He felt that there should be some allowances made for this as the proposed changes were not for the residents but for aesthetics.

Commissioner Ward asked about item five in the agreement related to the "payment of fees". Sherrie Llewelyn replied that this was part of the template and needed to be removed.

Commissioner Ward then spoke on item six related to the "Agreement to Run with the Land/Assignment" and that the sentence "The terms of this Agreement shall be deemed to expire as to any portion of the Property upon the issuance of a certificate of occupancy for a structure on the subject portion of the Property" should be removed as well as the same wording in the memorandum, as there are terms of the agreement for ongoing maintenance that shall not expire. He also noted a spelling error of the word "improvements" in item h.

Commissioner Garn moved that the Planning Commission recommend approval to the City Council of the proposed rezone from CS to P-District and draft development agreement for the Clint Thomas Apartments located at 521 North Orchard (aka 3511 South Orchard) with the following findings and no conditions.

1) **The proposed P District can be substantially completed within two (2) years of the establishment of the P District.**
2) **The development contains one phase that can existing as an independent unit capable of creating an environment of sustained desirability and stability; and that the uses proposed will not be detrimental to present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.**
3) **The proposed increased density will not generated traffic in such amounts as to overload the street network outside the P District.**
4) **The area surrounding said development can be planned and zoned in coordination and substantial compatibility with the proposed development.**
5) **Any exception from standard ordinance requirements is warranted by the design incorporated into the final plan.**
6) **The P District is in conformance with the city general land use plan.**
7) **Existing or proposed utility services are adequate for the population and use densities proposed.**

Commissioner Tucker seconded the motion.

Commissioner Garn amended his motion to recommend approval of the "draft development agreement as amended". Commissioner Tucker seconded the amended motion. The motion was approved by Commissioners Knowlton, Garn, Kirkham, Ward, Tucker and Larson. Commissioner Gordon was excused.

3. CONSIDERATION OF AN APPLICATION FOR A SITE PLAN APPROVAL FOR PROPERTY LOCATED AT 521 NORTH ORCHARD DRIVE (AKA 3511 SOUTH ORCHARD DRIVE), CLINT THOMAS, APPLICANT

Commissioner Kirkham moved that the Planning Commission recommend approval on the site plan for the Clint Thomas Apartments located at 521 North Orchard (aka 3511 South Orchard) with no conditions. Commissioner Garn seconded the motion.

Commissioner Ward asked about the City Council discussion regarding the change of address. Sherrie Llewelyn replied that the new address would be 521 North Orchard and that staff would work with the applicant on that item.

The motion was approved by Commissioners Knowlton, Garn, Kirkham, Ward, Tucker and Larson. Commissioner Gordon was excused.

4. REPORT ON CITY COUNCIL ACTIONS ON ITEMS RECOMMENDED BY PLANNING COMMISSION

Sherrie Llewelyn reported that the City Council approved the Orchard Grove general development plan with a three to two vote. She said that while there was some confusion from the public that the Council had voted for denial of the project, in fact it was a motion for approval that failed, no motion to deny had been made. After the failed motion the Council asked the applicant to bring the site plan back with revisions. Mrs. Llewelyn said the Council received public comment in which several citizens felt that the revised plan should be remanded back to the Planning Commission. She said that the Council did not feel the plan had changed enough to warrant another review by the Commission, as the only change was in the orientation of the front doors of the south building, so that they would be on the same side as the driveways.

Sherrie Llewelyn also said that an appeal was filed by some neighboring property owners stating that the City Council decision to approve the general development was in error. The nature of the appeal related to her calculation of the maximum density under the existing zoning and not the proposed P-District Zone. She explained that during the City Council meeting she had stated that the maximum density of 12.8 units could be in duplexes, tri-plexes or larger multi-family buildings. The correct max density for duplexes is 12.8, but for buildings greater than duplexes the max density would be approximately 8.9 units under the RM-7 zone. The second issue with the appeal relates to a perceived bias on the part of Councilmember Porter towards multi-family housing. She said this appeal would go before the hearing officer.

She also said that the Council approved the I-215 Parkway Subdivision Condominiums and tabled the rezone for The Ridge project due to last minute submissions and fencing concerns, but approved the preliminary plat.

5. APPROVAL OF MINUTES

The Planning Commission meeting minutes of March 26, 2019 were reviewed and approved. **Commissioner Tucker moved to approve the meeting minutes for the March 26, 2019 Planning Commission meeting as written. Commissioner Garn seconded the motion. The motion was approved by Commissioners Knowlton, Garn, Kirkham, Ward, Tucker and Larson. Commissioner Gordon was excused.**

6. ADJOURN

Chair Knowlton adjourned the meeting at 7:08 p.m.

_____ _____

Chair Recorder

_____

Secretary