



## OGDEN CITY PLANNING COMMISSION

November 5, 2025

AGENDA ITEM- 5

Report by: Joseph Simpson

**Agenda Name: Rezone from R-2 to R-2S/CO with a development agreement to allow the development of a townhome/single-family rowhouse project at approximately 1201 16<sup>th</sup> Street**

Petitioners/ Developers:	Justine Costley 4076 W 2100 S Ogden, UT 84401 <a href="mailto:justinekc@hotmail.com">justinekc@hotmail.com</a>	Neilo Taylor 1201 16 <sup>th</sup> Street Ogden, UT 84401 <a href="mailto:Ntaylor183@gmail.com">Ntaylor183@gmail.com</a>
--------------------------	---	---

**Petitioner/ Developer's requested action:** Recommendation to the city council to approve rezoning the four parcels at approximately 1201 16<sup>th</sup> Street from R-2 and R-2S/CO with a development agreement to allow the development of a 42-unit townhome/single-family rowhouse project that has an owner-occupied deed restriction.

### What the Planning Commission reviews

The commission is required to review any change to the zoning map under OMC [15-1-15](#) with a conditional overlay development agreement under OMC [15-29](#). A public hearing is required to be held when a change to the zoning map is proposed. The commission will need to determine if the rezoning and development agreement are consistent with the policies of the General Plan and Canyon Road Community Plan.

Once the commission makes an action regarding the proposed rezoning and development agreement, the commission's **recommendation** is then forwarded to the city council for their determination of the final action the city should take.



## OGDEN CITY PLANNING COMMISSION

November 5, 2025

AGENDA ITEM- 5

### Planning Commission's determination for action

Possible Commission findings and actions:

Approval (recommended by staff): Find that the requested rezone and development agreement will be consistent with the General Plan policies and the Canyon Road Community Plan.

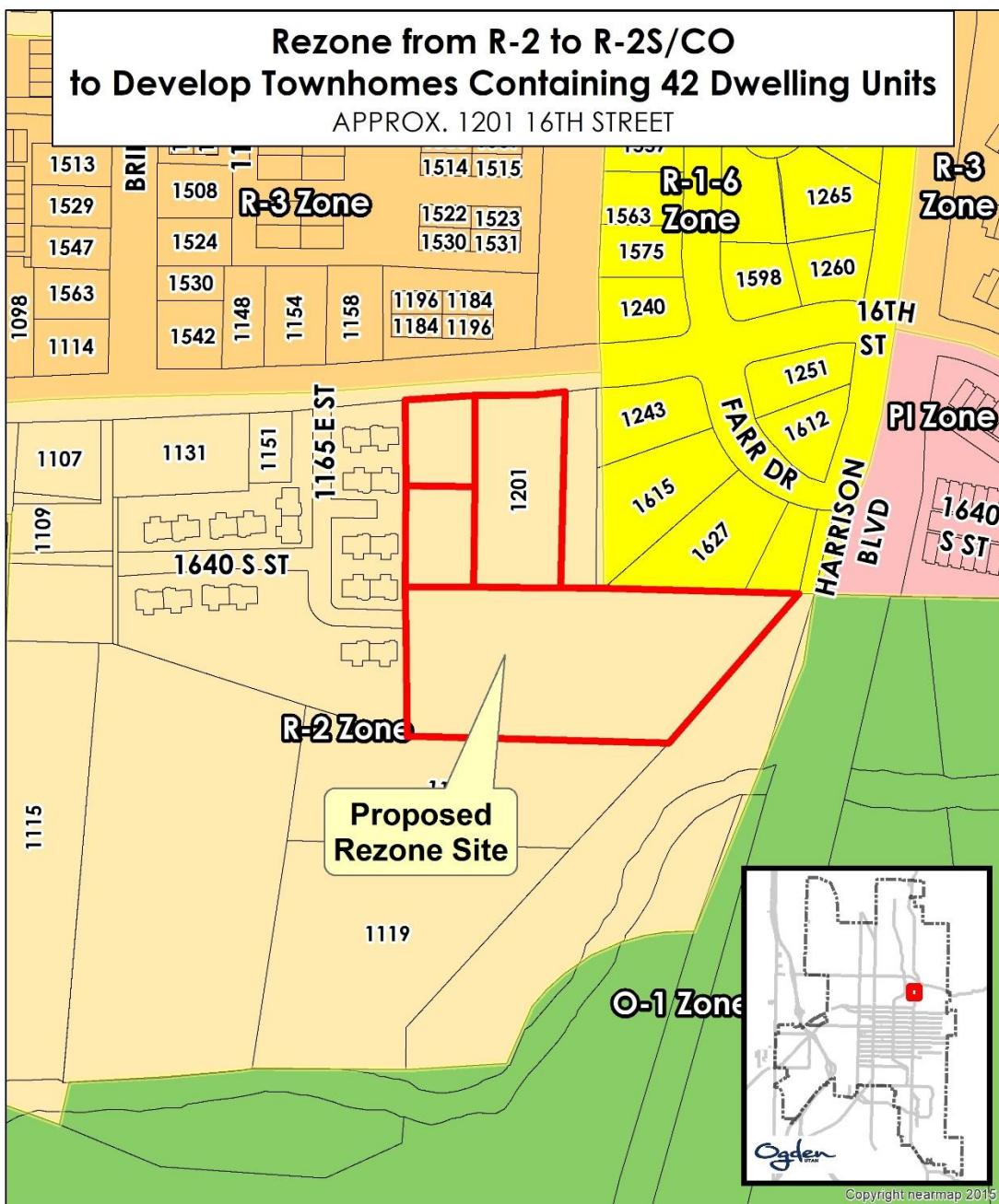
Approval with modifications: Find that the requested rezone and development agreement will be consistent with the General Plan policies and will be consistent with the Canyon Road Community Plan by: (list conditions).

Denial: Find that the requested rezone and development agreement are not consistent with the General Plan policies and are not consistent with the Canyon Road Community Plan.

### Planning staff's recommended action

Staff recommends **approval** of the proposed rezone and development agreement.

Vicinity map



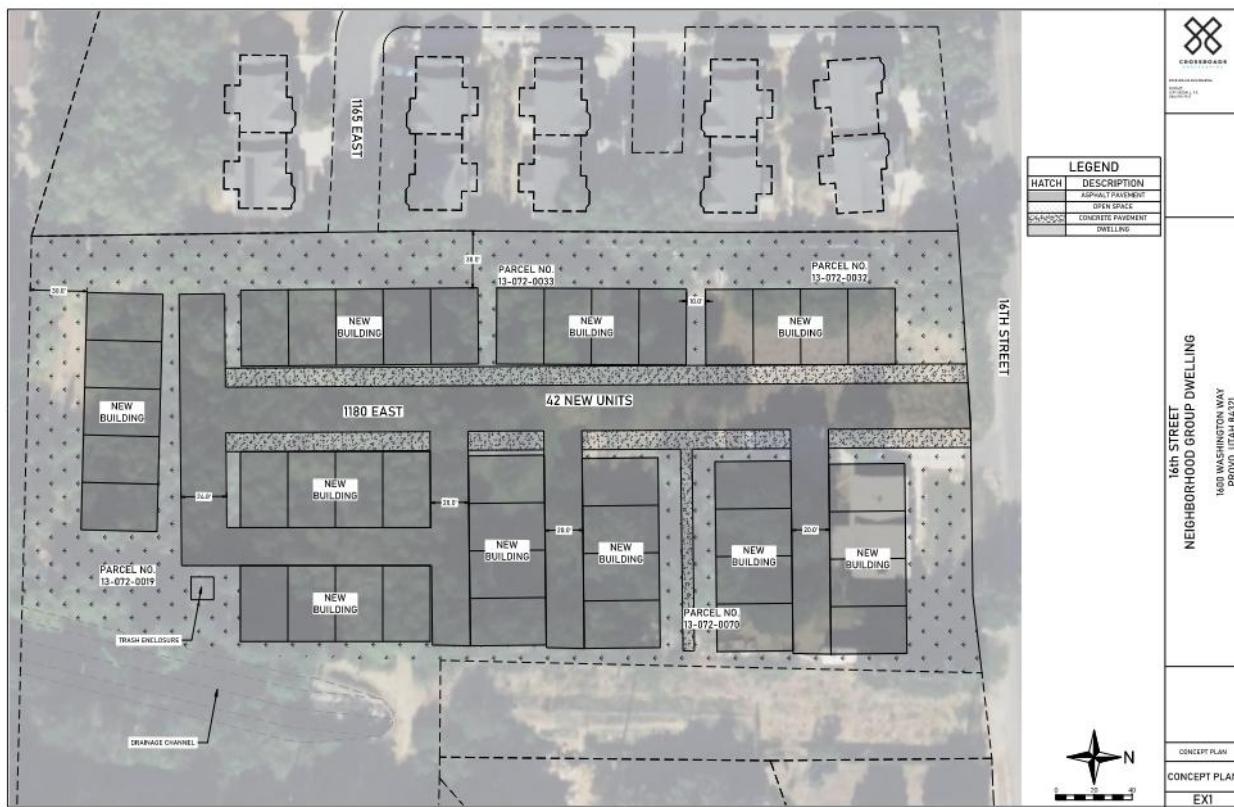
**Description of request**

The petitioner is proposing to rezone properties located at approximately 1201 16<sup>th</sup> Street, consisting of four parcels (13-072-0070, 13-072-0032, 13-072-0033, and 13-072-0019) from R-2 (two-family residential) to R-2S/CO (two-family and small lot residential/conditional overlay). The four parcels have a combined area of approximately 3.71 acres. The petitioner wishes to develop single-family rowhouses consisting of 42 dwelling units that provide an opportunity for owner occupancy, along with a natural open space area at the eastern portion of the property (see figures 1 & 2 below and attached concept plans). Rezoning from R-2 to R-2S/CO will allow the property to be developed with single-family rowhouses and subdivided to allow ownership of each individual dwelling unit. To ensure that the dwelling units are owner-occupied, the owner will be required to enter into a development agreement limiting the dwelling units to owner-occupants for a period of 10 years after occupancy. The main zoning differences between the R-2 and R-2S zones can be found in the table below.

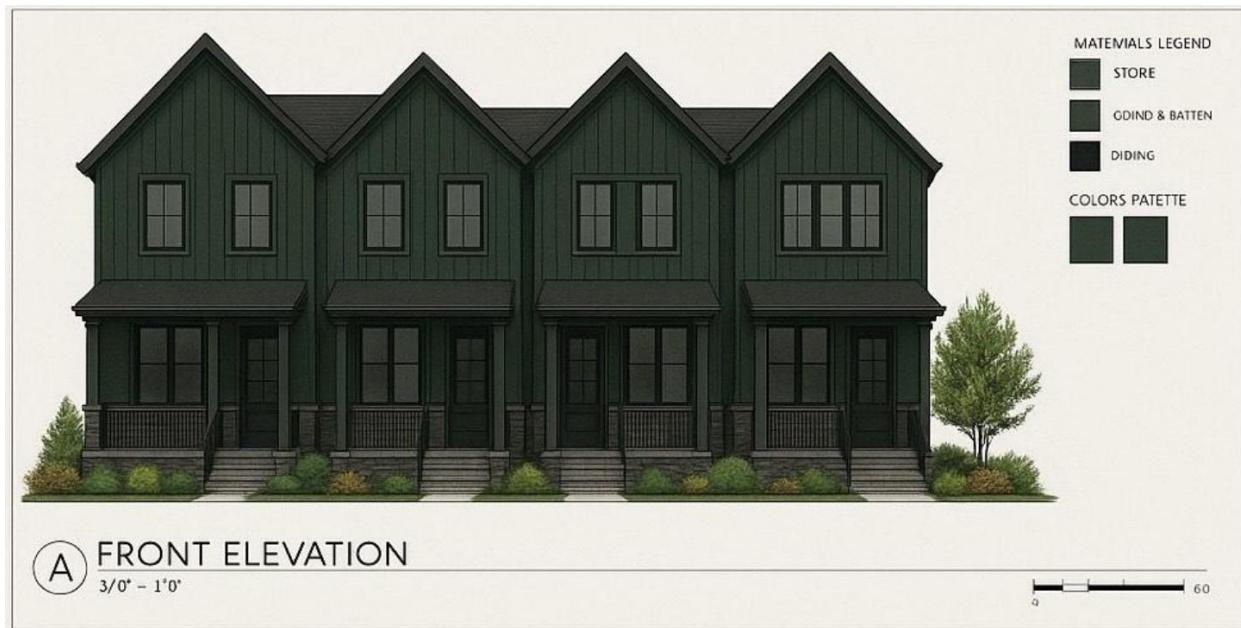
<b>R-2:</b>	<b>R-2S:</b>
Single or two-family dwelling permitted.	Single or two-family dwelling permitted.
Single-family rowhouse not permitted.	Single-family rowhouse, subdivided to allow ownership of each individual dwelling unit permitted.
<b>Minimum lot area:</b> 6,000 square feet per dwelling unit. 12,000 square feet for a two-family dwelling.	<b>Minimum lot area:</b> 2,500 square feet per dwelling unit.
<b>Minimum lot width:</b> sixty feet (60'); corner lot, seventy feet (70').	<b>Minimum Lot Width:</b> Detached single-family lot: 30'. Single-family rowhouse lot: 20'.

**OGDEN CITY PLANNING COMMISSION****November 5, 2025****AGENDA ITEM- 5**

The R-2S zoning ordinance clearly outlines the purpose and intent of the zone: "to provide moderate density residential development of two-family, small lot single-family, and single-family rowhouses, with an emphasis on homeownership of individual dwelling units." The R-2S zoning designation was implemented in the city code for the purpose of creating more homeownership opportunities. The intent of the petitioner is to create single-family rowhouses on the vacant 3.71-acre property to accommodate ownership of individual dwelling units. The development agreement required with the rezone will include a deed restriction requiring the single-family rowhouses to be owner-occupied for a continuous period of ten years. This deed restriction will be placed on the individual private property owners and would be enforced privately by the homeowners' association. The single-family rowhouse development would be reviewed separately from this petition by the planning commission under group dwelling and private subdivision applications if the rezone is approved by the city council.



*Figure 1: Proposed Concept Site Plan*



*Figure 2: Concept Building Elevation Plan*

## Factors for consideration of action

### The request to rezone consistency with the policies of the General Plan:

1. A definite edge to the development and buffering between types of uses will be provided to protect the integrity of each use:

The method of development chosen by the petitioner if the rezoning is approved, will be a group dwelling development. Under this type of development, the property would be required to have setbacks and a fence between the surrounding properties and the property, which will create a definite edge between the surrounding residential developments and the desired single-family rowhouse development. Additionally, the proposed R-2S/CO zoning includes a well-defined development agreement limiting the development of the property to 42-unit single-family rowhouses, which is compatible with the neighboring single-family home, duplex, and multiple-family properties.

The attached concept plans show that the existing trees and natural open space between Harrison Blvd. and the new development will be preserved, which will help buffer the residents from the busy corridor to the east.

2. The rezone will reflect the prevailing character of the overall district or neighborhood to the largest extent possible, with consideration being given to the use and characteristics of the individual property (Districts determined to be in transition may be given special consideration):

The prevailing character of this area is various residential uses consisting of single-family (on various lot sizes), duplex, and multiple-family surrounding the property. This large vacant property is uniquely situated where it has frontage on 16<sup>th</sup> Street, but much of the property sets further south near Harrison Blvd.

The R-2S zone requires dwelling units developed under the zone to be platted so that each of the dwelling units can be individually owned. This petition goes further by including a development agreement that will require a deed restriction on the individual dwelling units, requiring them to be continuously owner-occupied for at least ten years. The addition of the development agreement restricting the development of the property to owner-occupied single-family rowhouses (42-units total) ensures compatibility with the surrounding single-family homes to the east, while providing a good transition to the duplex and multiple-family uses to the north and west.

**3. The rezone will not create zone boundaries that will cut across individual lots or developments:**

The proposed rezone would not create boundaries that cut across the property. If the rezoning petition and development agreement are approved, the parcels will need to be subdivided under a plat that creates units that can be owned individually as required under the R-2S zoning ordinance. The new subdivision would still be contained within the proposed zone boundary lines.

**4. The rezone reflects neighborhoods and how the residents within those neighborhoods will interact (a concern is to avoid a development pattern that would divide a neighborhood area):**

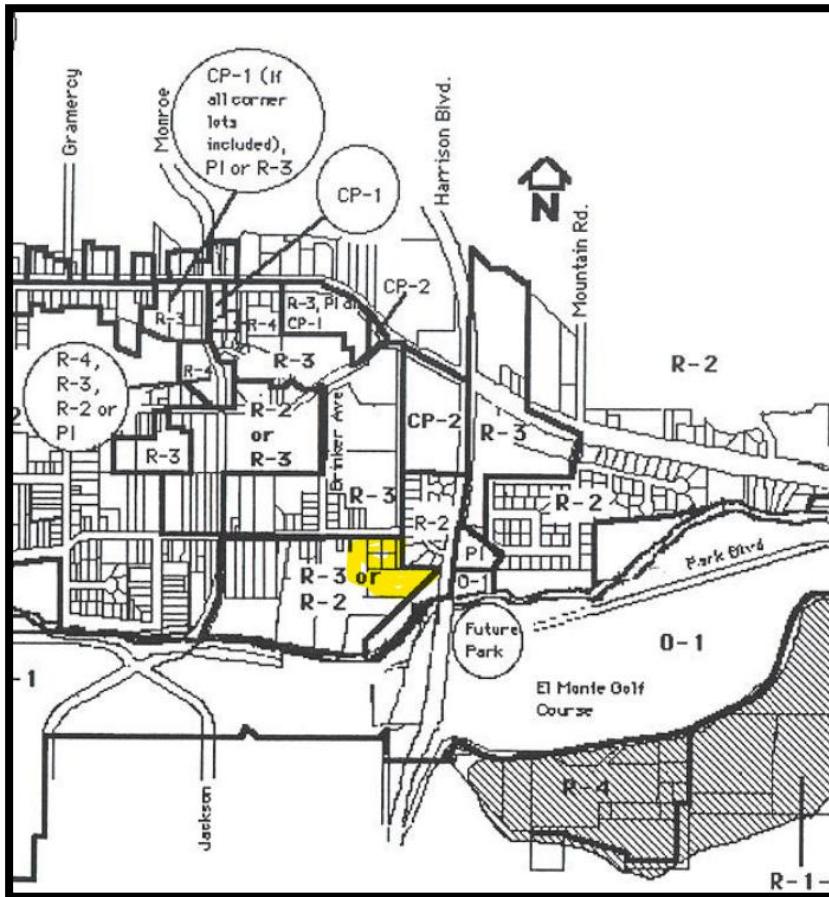
If the proposed rezone and development agreement are approved, the development will be required to create a site design that will enhance access to the property. The group-dwelling development on the property will require walkways and drives that connect to the surrounding neighborhood via 16<sup>th</sup> Street. The development agreement limiting the development of the property to only owner-occupied single-family rowhouses will ensure proper compatibility and reflection of the surrounding neighborhood.

**5. The rezone will avoid isolating neighborhoods:**

The large vacant property currently has no connection or interaction with the surrounding developed residential properties. The single-family rowhouse development of the vacant property will add to the surrounding neighborhood and will have pedestrian traffic connections developed under the group dwelling requirements.

**6. The rezone consistency with the Canyon Road Community Plan:**

The Canyon Road Community Plan does not provide specific directions regarding the zoning of this particular property but has the property designated with R-2 or R-3 zoning options in the community plan's land use vision map. The R-2S zoning would certainly be compatible with developments that could occur under either an R-2 or R-3 zoning designation.



*Figure 3: Canyon Road Land Use Vision Map*

## Attachments

1. Project Fact Sheet
2. County Plat Map
3. Aerial Photo
4. Petition (4 pages)
5. Concept Plans (4 pages)
6. Recommended Development Agreement (16 pages)
7. Public Notice (3 pages)



## **OGDEN CITY PLANNING COMMISSION**

**November 5, 2025**

**AGENDA ITEM- 5**

**Attachment #6- Recommended Development Agreement (16 pages)**

### PROPERTY INFORMATION

Property Address:                    Approximately 1201 16<sup>th</sup> Street

Parcels:                                13-072-0070, 13-072-0032, 13-072-0033, and 13-072-0019

Zone:                                    Existing: R-2 (two-family residential)  
    Proposed: R-2S (two-family and small-lot residential)/ CO  
    (conditional overlay)

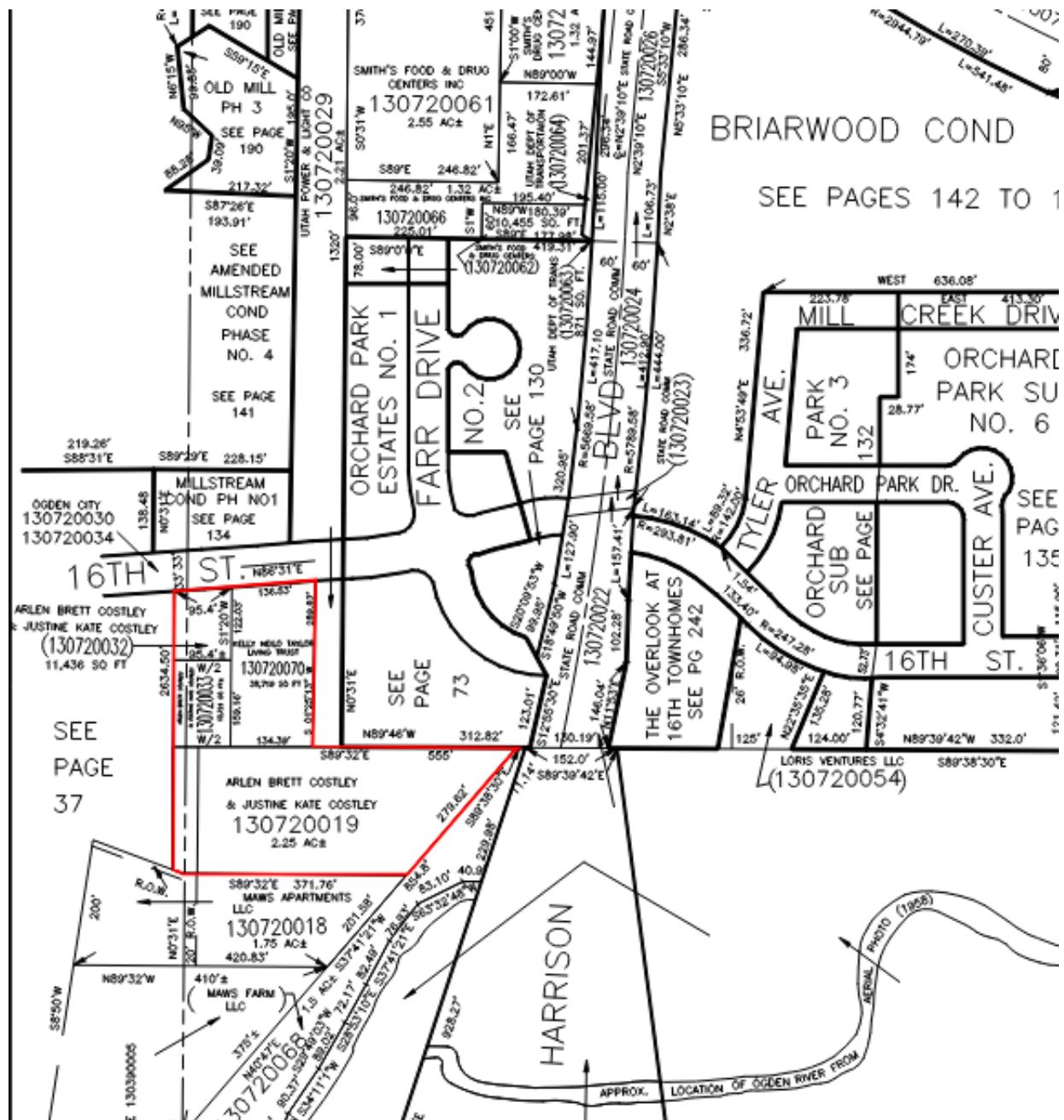
Community Plan:                    Canyon Road

Property Size:                      3.71 acres

Existing Use:                        One single-family home surrounded by vacant parcels

Proposed Land Use:                Single-family rowhouses consisting of 42-units with owner-  
    occupied deed restriction

## Attachment #2- County Plat Map



### Attachment #3- Aerial Photo





## OGDEN CITY PLANNING COMMISSION

November 5, 2025

AGENDA ITEM- 5

### Attachment #4- Petition (4 pages)

**Petition to Amend Ogden City Zoning Map**

**Ogden UTAH™ Planning**

Ogden City Development Services  
2549 Washington Blvd. Suite 240  
(801) 629-8930

*Please print legibly and complete all areas:*

**The following checklist will help you prepare your petition for a rezone request. To help you understand the possibility of rezoning, review the General Plan with a City Planner to determine whether your request is consistent with options given in the General Plan for the property involved.**

#### Petition Checklist

- Review request with a City Planner. The City Planner is to accompany petitioner when filing with City Recorder's office.
- Submit a plat(s) from the Weber County Recorder's Office highlighting the property proposed to be rezoned.
- Provide a copy of the legal description(s) from the Weber County Recorder's Office of the property involved.
- Pay the appropriate fee at the City Cashier Desk, as outlined below (please check one):
  - \$2,812.05 ~ Standard fee
  - \$3,936.87 ~ If a development agreement is required
  - \$4,218.07 ~ If a general plan amendment is required to consider the rezoning

#### Petitioner Contact Information

Name: 1136 16th St. Ogden, UT - Justine Costley 1201 16th St. Ogden, UT - Neilo Taylor

Address: 4076 W 2100 S / Justine Costley 1201 16th St. Ogden, UT - Neilo Taylor

City: Ogden

State: Utah

Zip: 84401

Phone: (801) 710-0231 - (801) 686-0065 E-mail Address: [justinekc@hotmail.com](mailto:justinekc@hotmail.com) /

**Petition to Rezone**

I (we) the undersigned property owner(s) do respectfully request that the Ogden City Zoning Map be

amended by rezoning the property located at 1201 ~~1136~~ 16th St. Ogden, UT

(address)

Parcel #: 130 - 720 - 032 ; 130 - 720 - 033 ; 130 - 720 - 0019

130-720-070 Neilo Taylor

From R2 to R2S Submittal date: 09/30/2025

Proposed use of rezoned property, if granted: Multifamily residential dwellings

Petitioner's name Justine Costley / Neilo Taylor

(please print)

Petitioner's signature Justine Costley

Neilo Taylor

Notary Public Seal

Petition number AMEND010203-2025  
By Joseph Sibrian  
Date 9-30-2025  
Fee \$3,936.87 Invoice # 00064634



## OGDEN CITY PLANNING COMMISSION

November 5, 2025

AGENDA ITEM- 5

### LETTER OF AUTHORIZATION FOR ZONING APPLICATION

Date: 29/09/2025

City of Ogden  
Planning Division  
2549 Washington Blvd., Suite 240  
Ogden, UT 84401

**Re: Authorization for Zoning Change Application – Parcel 130720070**

To Whom It May Concern:

I, as Trustee of the **Kelly Neilo Taylor Living Trust**, the legal owner of parcel 130720070, hereby grant permission to **SPEC Capital Partners LLC**, a Utah limited liability company owned by **Brodie Calder and Michael Evenhuis**, to act as our authorized agent for the purpose of preparing, submitting, and processing a zoning change application with the City of Ogden for the above-referenced parcel.

This authorization includes the right for SPEC Capital Partners LLC to communicate with City staff, attend meetings, and provide necessary documentation related to the zoning change application on our behalf.

We understand that final approval of any zoning change request is subject to the City of Ogden's applicable ordinances, procedures, and governing bodies.

Sincerely,

Property Owner  
Neilo Taylor

Kelly Neilo Taylor Living Trust

Neilo Taylor

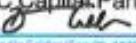
By: \_\_\_\_\_

Title: Trustee

Date: 29/09/2025

Authorized Agent

SPEC Capital Partners LLC



By: Brodie Calder (Sep 29, 2025, 11:44:04 EDT)

Name: Brodie Calder, Member

29/09/2025

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

By:   
Michael Evenhuis (Sep 29, 2025, 11:07:29 EDT)

Name: Michael Evenhuis, Member

29/09/2025



## OGDEN CITY PLANNING COMMISSION

November 5, 2025

AGENDA ITEM- 5

### COSTLEY LEGAL DESCRIPTION

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89D32' EAST 555FEET TO THE NORTH BANK OF OLD CHANNEL OF OGDEN RIVER; THENCE SOUTH 40D47' WEST 279.62 FEET, THENCE NORTH 89D32' WEST 371.76FEET TO SECTION LINE, THENCE NORTH 211.11 FEET MORE OR LESSTO POINT OF BEGINNING.

### TAYLOR LEGAL DESCRIPTION

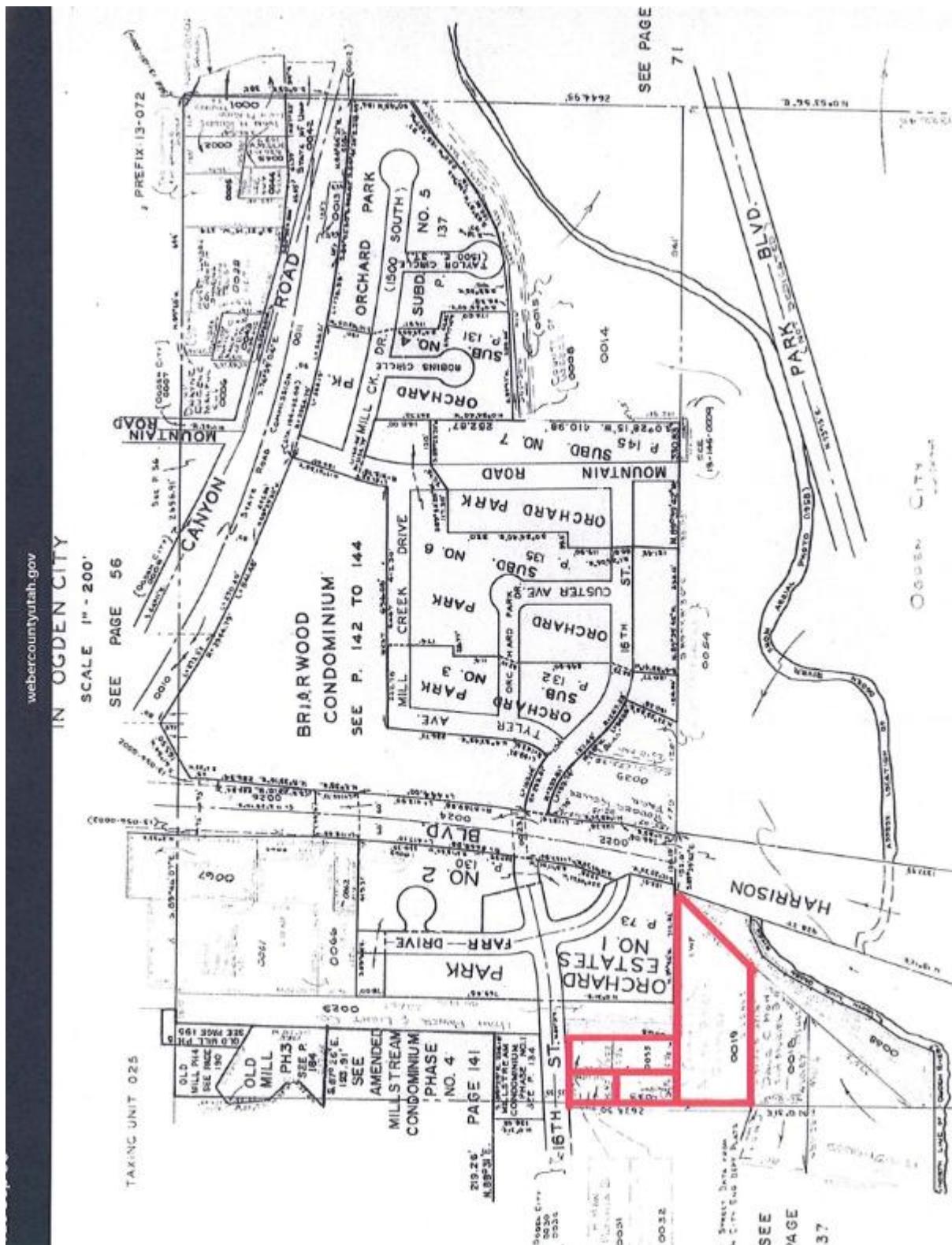
PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT A POINT ON THE 1/16TH SECTION LINE, SAID POINT BEING 1315.29 FEET NORTH 0D31'00" EAST AND 87.78 FEET SOUTH 89D46'00" EAST FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 00D55'30" EAST 159.16 FEET; THENCE NORTH 89D46'00" 0.14 FEET; THENCE NORTH 01D20'00" EAST 122.03 FEET TO THE SOUTH RIGHT OF WAY LINE OF 16TH STREET; THENCE NORTH 86D35'51" EAST 136.53 FEET ALONG SAID SOUTH LINE TO AN EXISTING FENCE; THENCE SOUTH 01D25'13" WEST 289.87 FEET ALONG SAID FENCE TO SAID 1/16TH SECTION LINE; THENCE NORTH 89D46'00" WEST 134.39 FEET ALONG SAID 1/16TH SECTION LINE TO THE POINT OF BEGINNING.



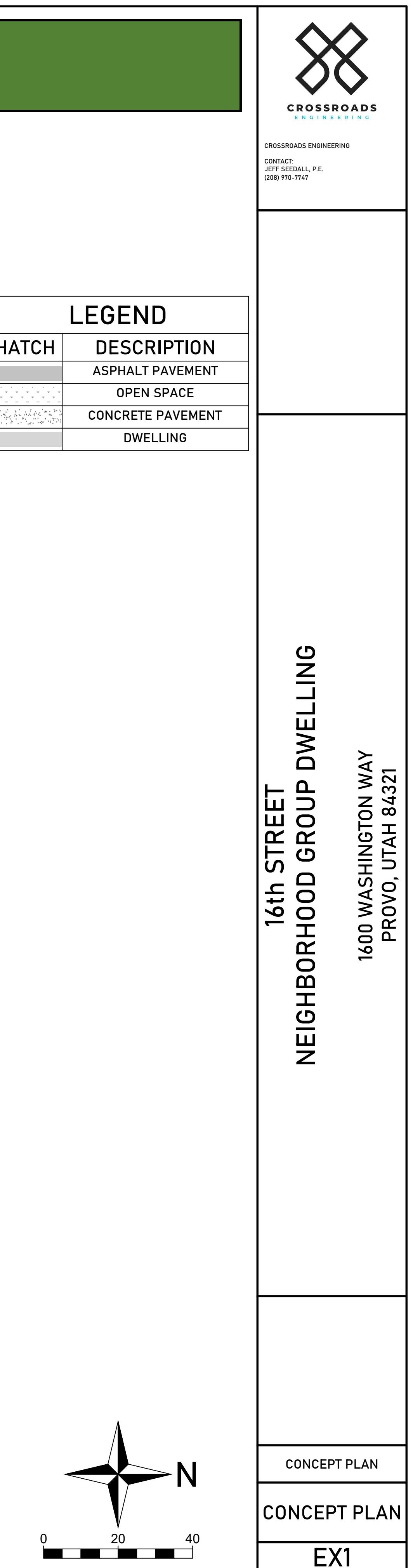
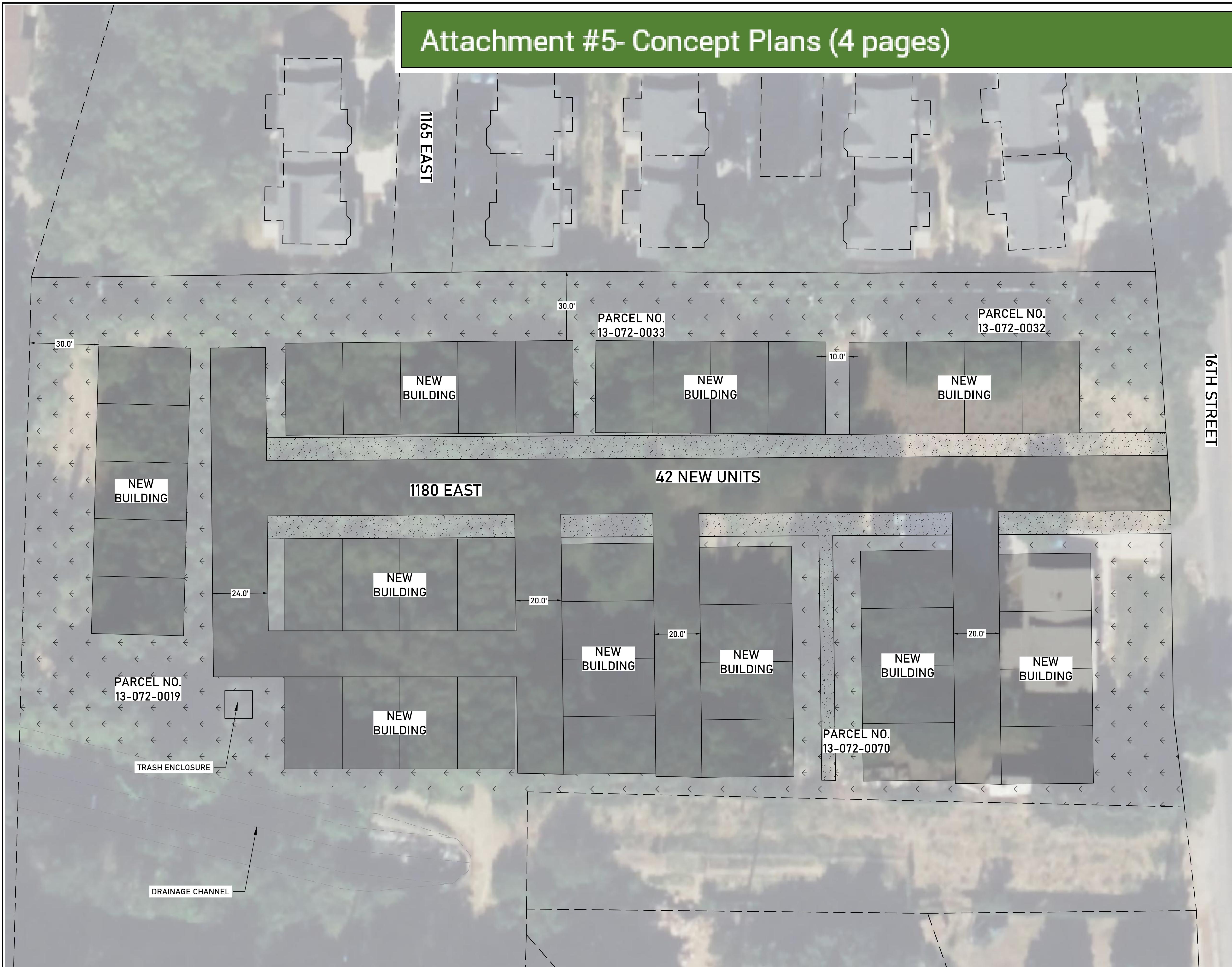
## OGDEN CITY PLANNING COMMISSION

November 5, 2025

## AGENDA ITEM- 5



## Attachment #5- Concept Plans (4 pages)





A

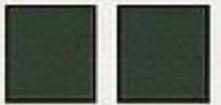
## FRONT ELEVATION

3/0" - 1'0"

### MATERIALS LEGEND

- STORE
- GDIND & BATTEN
- DIDING

### COLORS PAETTE



4 60



LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

— 40'-0" —



**B**

## REAR ELEVATION – ALLEY LOADED

22-0" GARAGE DOOR (CLEAR WIDTH) EACH UNIT



**AGREEMENT FOR DEVELOPMENT OF LAND  
AT THE APPROXIMATELY 1201 16<sup>TH</sup> STREET, OGDEN CITY, UTAH**

This Agreement for development of land, hereinafter referred to as "the AGREEMENT," entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, between Ogden City, a Utah municipal corporation, hereinafter referred to as "the CITY," and Kelly Neilo Taylor Living Trust and Arlen Brett Costley & Justine Kate Costley, hereinafter referred to as "the OWNERS".

**RECITALS**

**WHEREAS**, in furtherance of the objectives of the Ogden City General Plan, the CITY has considered a petition for a zone change on certain real properties located at approximately 1201 16<sup>th</sup> Street, in Ogden City, which property is hereinafter referred to as the "SUBJECT AREA," from its present zoning of R-2 (Two-Family Residential) to R-2S (Two-Family, Small Lot Residential)/CO (Conditional Overlay), in accordance with the provisions and requirements of Title 15 Chapters 1 and 29 of the CITY's zoning ordinance;

**WHEREAS**, the OWNERS have presented to the CITY a general proposal for development in the SUBJECT AREA, which provides for development in a manner consistent with the Ogden City General Plan;

**WHEREAS**, the OWNERS desire approval by the City Council of the R-2S/CO zoning for the SUBJECT AREA;

**WHEREAS**, the CITY is willing to grant the approval of such rezoning subject to the OWNERS agreeing to certain requirements and restrictions of use and development within the SUBJECT AREA, which requirements and restrictions are intended to:

1. Provide more specific land use designations and land development suitability by eliminating or restricting potential uses defined in the R-2S zone;
2. Provide more restrictive site development standards, including additional standards regarding landscaping, fencing, density, setbacks, or the height, square footage or number of buildings;
3. Provide additional protection to surrounding property and associated property values; and

4. Provide for the general traffic circulation needs or other required public facilities within and for the benefit of the affected property

**WHEREAS**, the CITY believes that the SUBJECT AREA cannot be developed effectively under the present zoning standards due to a number of factors, including: its location having minimal street frontage, canals, and topographic challenges;

**WHEREAS**, development in the SUBJECT AREA pursuant to the terms of this AGREEMENT is in the vital and best interests of the City and the health, safety, morals, and welfare of its residents;

**WHEREAS**, the OWNERS agree and desire to proceed with the development and use of the SUBJECT AREA subject to the terms and conditions of this AGREEMENT.

**NOW THEREFORE**, each of the parties hereto, for and in consideration of the premises and agreement of the other party hereto, does hereby covenant and agree as follows:

## **ARTICLE 1 DEFINITIONS**

The following terms have the meaning and content set forth in this ARTICLE I, wherever used in this AGREEMENT:

- 1.01 “CITY”. The “CITY” shall mean Ogden City, a Utah municipal corporation. The principle office of the CITY is located at 2549 Washington Boulevard, Ogden City, Utah 84401.
- 1.02 “CONCEPT PLANS”. The “CONCEPT PLANS” are the plan depicting certain conditions and restrictions of development by the Ogden City Planning Commission and Ogden City Council, pursuant to the terms of this AGREEMENT, attached hereto as Attachment “B” and as Attachment “B-1” and made a part of this AGREEMENT by this reference. The CONCEPT PLANS, depicting the conditions and restrictions of development, is intended to depict the actual location of buildings, vehicular accessways, parking lots, required landscaping, preserved natural open spaces, or other improvements, to meet the needs of the OWNERS and to comply with applicable zoning regulations.
- 1.03 “OWNERS”. “OWNERS” shall mean Kelly Neilo Taylor Living Trust and Arlen Brett Costley & Justine Kate Costley.

- 1.04 "PROPOSED DEVELOPMENT". The "PROPOSED DEVELOPMENT" includes the development of the SUBJECT AREA.
- 1.05 "SUBJECT AREA". The "SUBJECT AREA" shall mean the parcel or parcels of real property situated in the SUBJECT AREA, more particularly shown on the map and described in the SUBJECT AREA legal description, attached hereto as Attachment "A".

## **ARTICLE II** **CONDITIONS PRECEDENT**

- 2.01 This AGREEMENT shall not take effect until:
  - 2.01.1 The OWNERS have established that it owns all of the property within the SUBJECT AREA and has completed a private subdivision process by obtaining private subdivision plat approval from the CITY and recording the approved plat so each dwelling unit/home can be independently owned;
  - 2.01.2 The Ogden City Council has approved the AGREEMENT as a condition of such rezoning of the SUBJECT AREA to R-2S; and
  - 2.01.3 The Mayor has executed this AGREEMENT on behalf of the CITY.
- 2.02 The OWNERS have the option, in OWNER's sole discretion, to terminate this Agreement prior to any development within the SUBJECT AREA, by providing written notice to the CITY, in which case the zoning of the SUBJECT AREA will be restored back to the R-2 zoning designation.

## **ARTICLE III** **OWNER COVENANTS REGARDING FUTURE DEVELOPMENT AND USE**

- 3.01 The OWNERS, and the OWNER'S successors and assigns, hereby waive the right to use or occupy the land comprised of the SUBJECT AREA or to use, occupy or erect thereon any building or structure designed, erected, altered, used or occupied for any use other than single-family homes, duplexes, and/or rowhomes/townhomes, not exceeding forty-two (42) dwelling units/homes with deed restrictions recorded with a private subdivision plat requiring all dwelling units within the development to be owner occupied for a continuous period of no less than ten (10) years, notwithstanding the fact that other uses may be otherwise allowed in the R-2S zone as either a permitted or conditional use under existing or future zoning regulations.
- 3.02 Unless a more restrictive requirement applies or is imposed for development in the R-2S zone, the following standards shall apply in the review and approval of the group dwelling/site plan, building plans or other permits related to the development of the subject area.

3.03 The OWNERS hereby waive the right to use, occupy or erect upon the SUBJECT AREA any structure designed, erected, altered, used or occupied which does not comply with the following site development standards:

3.03.1 The development shall consist of single-family rowhouses totaling no more than forty-two dwelling units, and where the building elevations shall substantially comply with the designs depicted in Attachment B-1 of the CONCEPT PLANS.

3.03.2 The development shall maintain the trees and natural open space at the eastern portion of the property as generally depicted on the Concept Plans, attached hereto as Exhibit B.

3.03.3 Landscaping, site, and building design as generally depicted on the Concept Plans, attached hereto as Exhibit B, shall meet zoning code and requirements established by the Planning Commission as part of the group dwelling review.

3.04 If a building is removed from the site, the design and architecture of any proposed new building shall be reviewed and approved by the planning commission to meet the provisions of this Agreement.

## **ARTICLE IV CITY'S UNDERTAKINGS**

If this Agreement is approved by the Ogden City Council as provided in Section 2.01, the zoning on the SUBJECT AREA shall be rezoned from its present zoning of R-2 to R-2S/CO, as described in an approved ordinance of the Ogden City Council, subject only to the terms and conditions of this Agreement. Upon execution of this Agreement by the Mayor and the OWNERS, such rezoning shall immediately take effect.

## **ARTICLE V GENERAL REQUIREMENTS AND RIGHTS OF THE CITY**

5.01 **CITY Approval Required.** The development plans, and any changes thereto, must be approved by the CITY pursuant to the requirements of the Ogden City zoning ordinance and all other applicable provisions of the Ogden City Municipal Code. In addition to any

standards, requirements, or regulations imposed by ordinance, the development plans shall also be reviewed by the CITY to determine compliance with the terms of this AGREEMENT and the CONCEPT PLANS approved herein. This approval is in addition to any required CITY approval which is directed to zoning, engineering or structural matters or compliance with building codes and regulations or applicable City, State or Federal law relating to land use or construction standards. The CITY's determination, respecting compliance with the terms of this AGREEMENT and the CONCEPT PLANS approved herein, shall be final; provided that Owners reserve all rights as to the appeal of any administrative determinations issued by the CITY.

- 5.02 Issuance of Permits. The OWNERS shall have the sole responsibility for obtaining and/or seeing that all necessary permits are obtained and shall make application for such permits directly to the Ogden City Community Economic Development Department and other appropriate departments and agencies. The OWNERS shall timely submit and, prior to the date scheduled for construction, obtain building permit(s), and engineering permits as required, and thereafter diligently prosecute such work as is authorized in such permits. Failure to timely file and to diligently pursue the issuance of all permits shall be a breach of this AGREEMENT and shall constitute grounds for termination of this AGREEMENT at the option of the CITY, and the exercise of all remedies contained herein.
- 5.03 CITY Obligations Conditional. The obligations of the CITY, as set forth in this AGREEMENT, are subject to the condition that the OWNERS shall not be in default of its obligations hereunder at any time, provided that obligations of CITY will continue upon the OWNERS cure of any such default in accordance with paragraph 6.01.
- 5.04 Completion Date. The OWNERS, for itself and its successors and assigns, hereby agrees to promptly begin, and diligently prosecute to completion, the PROPOSED

DEVELOPMENT of the SUBJECT AREA, through submitting a complete preliminary group dwelling/site plan review application within eighteen (18) months of the date of this AGREEMENT and completing private subdivision and building permit reviews to obtain all necessary building and engineering permits. The expiration of reviews and/or permits will result in a default and breach of this AGREEMENT.

5.05 Access to the SUBJECT AREA. The CITY, for the purpose of inspection, and whenever and to the extent necessary, to carry out the purposes of this and other sections or provisions of the AGREEMENT shall be permitted access to the SUBJECT AREA, so long as the same shall not unreasonably interfere with the use and development of the SUBJECT AREA consistent with the terms and conditions of this AGREEMENT.

## **ARTICLE VI REMEDIES**

6.01 Remedies Upon Default or Breach. In the event of any default in or breach of this AGREEMENT, or any of its terms or conditions, the defaulting party shall, upon written notice from the non-defaulting party, proceed immediately to cure or remedy such default or breach within thirty (30) days after receipt of such notice. In the event such default or breach cannot reasonably be cured within said thirty (30) day period, the defaulting party shall, within such thirty (30) day period, take reasonable steps to commence the cure or remedy of such breach and shall continue diligently thereafter to cure or remedy such breach or default in a timely manner. In case such action is not taken, or diligently pursued, the non-defaulting party may institute such proceedings as may be necessary or desirable in its option to:

- A. Cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the defaulting party of its obligations; or
- B. Terminate this AGREEMENT. In the event that the OWNERS are the defaulting party, upon termination, the CITY may institute proceedings to change the zoning to the zoning designations that existed prior to the changing of the zoning to R-2S/CO.

6.02 Additional Remedies of CITY. Notwithstanding anything in this AGREEMENT to the contrary, and subject to the provisions of Section 6.04, should OWNERS fail to submit a complete preliminary group dwelling/site plan application within eighteen (18) months of the date of this AGREEMENT and maintain active reviews and/or permits to the completion of the

project, the CITY shall have the right, but not the obligation, at the sole discretion of the CITY to terminate this AGREEMENT and may institute proceedings to change the zoning to the zoning designation that existed prior to the changing of the zoning to R-2S/CO.

- 6.03 **Waiver of Objection and Hold Harmless.** If CITY institutes proceedings to change the zoning to the original zoning designation in accordance with the provisions of this AGREEMENT, the OWNERS, its successors and assigns, hereby waives any objection to the zone change and hereby releases, indemnifies and holds the CITY harmless from and against any and all actions or claims that may be brought by the OWNERS, its successors and assigns, in respect of any such zoning change.
- 6.04 **Enforced Delay Beyond Parties Control.** For the purposes of any other provisions of this AGREEMENT, neither the CITY nor the OWNERS, as the case may be, nor any successor in interest, shall be considered in breach of or default in its obligations with respect to the preparation of the SUBJECT AREA for development, the seeking or obtaining of permits, or beginning and completion of construction of improvements, or progress in respect thereto, in the event the delay in the performance of such obligations are due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or unforeseeable delays of contractor or subcontractors due to such causes.
- 6.05 **Extension by the CITY.** The CITY, in writing, may extend the time for the OWNERS to perform any term, covenant, or condition of this AGREEMENT or permit the curing of any default upon such terms and conditions as may be mutually agreeable to the parties; provided, however, that any such extension or permissive curing of any particular default shall not operate to eliminate any of the OWNERS obligations and does not constitute a waiver of the CITY's right with respect to any other term, covenant or condition of this AGREEMENT or any other default in, or breach of, this AGREEMENT.

## **ARTICLE VII** **GENERAL PROVISIONS**

- 7.1 **Assignability.** The OWNERS shall not assign this AGREEMENT or any rights or interests herein without the prior written consent of the CITY, except that, upon notice to

the CITY, the OWNERS shall have the right to assign and transfer this AGREEMENT and its rights and obligations hereunder to an entity controlled by or under common control with the OWNERS, so long as any such entity shall consent in writing to be bound by the terms of this AGREEMENT. Any assignee approved by the CITY shall consent in writing to be bound by the terms of this AGREEMENT as a condition of the assignment. The OWNERS shall not transfer, assign, sell, lease, encumber, or otherwise convey its rights and obligations under this AGREEMENT separate from its interest in the SUBJECT AREA.

- 7.2 Successors and Assigns of Owner. This AGREEMENT shall be binding upon the OWNERS and its successors and assigns and where the term “OWNERS” is used in this AGREEMENT, it shall mean and include the successors and assigns of the OWNERS except that the CITY shall have no obligation under this AGREEMENT to any unapproved, or otherwise unauthorized, successor or assign of the OWNERS.
- 7.3 Reserved Legislative Powers. Nothing in this AGREEMENT shall limit the future exercise of the police power by the CITY in enacting zoning, subdivision development and related land use plans, policies, ordinances, and regulations after the date of this AGREEMENT.
- 7.4 Minimum Zoning Standards and Vested Rights. It is not the intention of this AGREEMENT to waive any existing minimum zoning standards, or to restrict the ability of the CITY Council to enact additional standards in the future. The only vested right obtained by the OWNERS in the approval of this AGREEMENT as part of the rezoning is the right under the terms and conditions of this AGREEMENT to apply for group dwelling/site plan approval and building permits.
- 7.5 No Joint Venture or Partnership. This AGREEMENT does not create a joint venture, partnership, undertaking or business arrangement between the parties hereto.
- 7.6 Third Party Beneficiaries. Any claims of third-party benefits under this AGREEMENT are expressly denied.
- 7.7 Agreement to Run with the Land. This AGREEMENT shall be recorded against the property referred herein as the SUBJECT AREA. The AGREEMENT contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of SUBJECT AREA.
- 7.8 Integration. This AGREEMENT contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings

of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.

7.9 Authority. The parties represent that each has the requisite authority to enter into this AGREEMENT and that the same has been duly authorized by all necessary or appropriate corporate or regulatory action.

*[signature page follows]*

**IN WITNESS WHEREOF**, the CITY has caused this AGREEMENT to be duly executed on its behalf and the OWNERS have caused the same to be duly executed on its behalf, on and as of the day and year first written above.

**CITY:**

**OGDEN CITY CORPORATION, a Utah  
Municipal Corporation**

By: \_\_\_\_\_

Benjamin K. Nadolski, Mayor

ATTEST:

---

City Recorder

APPROVED AS TO FORM:

---

City Attorney

**OWNERS**

**ARLEN BRETT COSTLEY & JUSTINE KATE  
COSTLEY,  
a Partnership**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

**KELLY NEILO TAYLOR LIVING TRUST,  
a Trust**

By: \_\_\_\_\_  
Name/Title: \_\_\_\_\_

## A C K N O W L E D G M E N T S

STATE OF UTAH        )  
                         :SS  
COUNTY OF WEBER    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me, Benjamin K. Nadolski, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Mayor of Ogden City, a municipal corporation, and that the foregoing document was signed by him in behalf of said Ogden City, and that said Ogden City executed the same.

\_\_\_\_\_  
Notary Public

STATE OF UTAH        )  
                         :SS  
COUNTY OF WEBER    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of Arlen Brett Costley & Justine Kate Costley, a partnership, and that the foregoing instrument was signed on behalf of said partnership and he/she acknowledged to me that said partnership executed the same.

\_\_\_\_\_  
Notary Public

STATE OF UTAH        )  
                         :SS  
COUNTY OF WEBER    )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, personally appeared before me \_\_\_\_\_, who being by me duly sworn did say that he/she is the \_\_\_\_\_ of Kelly Neilo Taylor Living Trust, a trust, and that the foregoing instrument was signed on behalf of said trust and he/she acknowledged to me that said trust executed the same.

\_\_\_\_\_  
Notary Public

**ATTACHMENT A**  
**(“SUBJECT AREA”)**

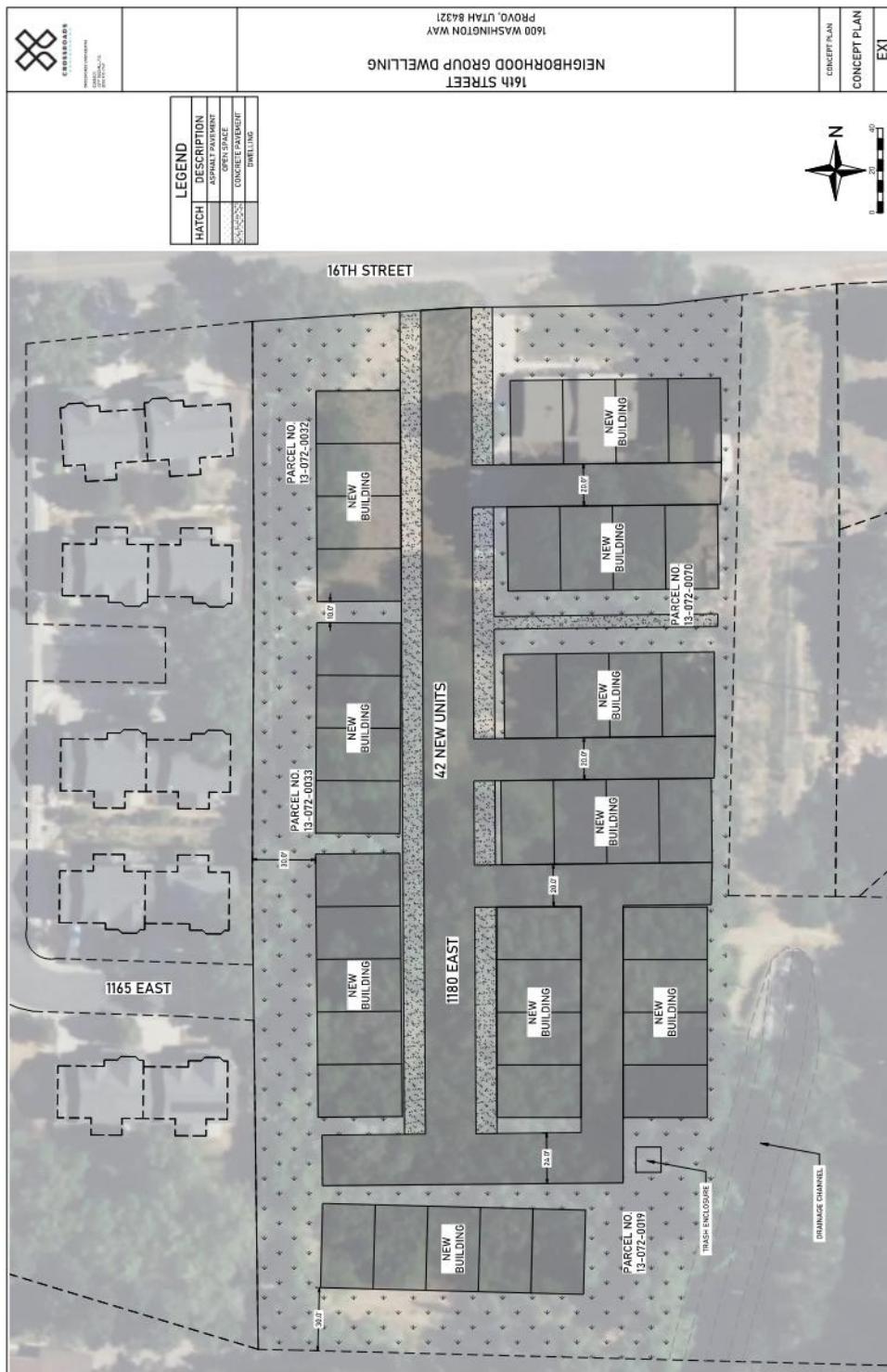
**COSTLEY LEGAL DESCRIPTION**

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHWEST CORNER OF SOUTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SAID SECTION 22, THENCE SOUTH 89D32' EAST 555FEET TO THE NORTH BANK OF OLD CHANNEL OF OGDEN RIVER; THENCE SOUTH 40D47' WEST 279.62 FEET, THENCE NORTH 89D32' WEST 371.76FEET TO SECTION LINE, THENCE NORTH 211.11 FEET MORE OR LESSTO POINT OF BEGINNING.

**TAYLOR LEGAL DESCRIPTION**

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, US SURVEY: BEGINNING AT A POINT ON THE 1/16TH SECTION LINE, SAID POINT BEING 1315.29 FEET NORTH 0D31'00" EAST AND 87.78 FEET SOUTH 89D46'00" EAST FROM THE SOUTHWEST CORNER OF SAID QUARTER SECTION AND RUNNING THENCE NORTH 00D55'30" EAST 159.16 FEET; THENCE NORTH 89D46'00" 0.14 FEET; THENCE NORTH 01D20'00" EAST 122.03 FEET TO THE SOUTH RIGHT OF WAY LINE OF 16TH STREET; THENCE NORTH 86D35'51" EAST 136.53 FEET ALONG SAID SOUTH LINE TO AN EXISTING FENCE; THENCE SOUTH 01D25'13" WEST 289.87 FEET ALONG SAID FENCE TO SAID 1/16TH SECTION LINE; THENCE NORTH 89D46'00" WEST 134.39 FEET ALONG SAID 1/16TH SECTION LINE TO THE POINT OF BEGINNING.

## **ATTACHMENT B ("CONCEPT PLAN")**



## ATTACHMENT B-1 ("CONCEPT PLAN")





LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

— 40' - 0" —



**REAR ELEVATION – ALLEY LOADED**

**B**

22'-0" GARAGE DOOR (CLEAR WIDTH) EACH UNIT

**Attachment #7- Public Notice (3 pages)**



**You are invited to participate in a public meeting and share relevant information regarding a petition to re-zone from R-2 to R-2S/CO the property located at approximately 1201 16th Street**

Additional information is available at [PlanningNotices.ogdencity.com](http://PlanningNotices.ogdencity.com)

You may also join the meeting electronically:

Zoom Meeting

<https://us02web.zoom.us/j/88441486504>

Meeting ID: 884 4148 6504

password: 685679

One tap mobile +13462487799 3035188142#



In order to comment or participate: (emails must be received by November 4, 2025 at noon)

Email: [planning@ogdencity.com](mailto:planning@ogdencity.com) - your email will be provided to the Planning Commission before the meeting.

Zoom: Raise your hand in the participant panel or indicate you want to speak using the chat feature  
(\*9 from cell phone)

**OGDEN CITY PLANNING COMMISSION****November 5, 2025****AGENDA ITEM- 5**

PARCEL #	NAME	ADDRESS	CITY	ST	ZIP
13-039-0005	MAWS FARM LLC	1119 16TH ST	OGDEN	UT	84404-5916
13-072-0018	MAWS APARTMENTS LLC	1119 16TH ST REAR	OGDEN	UT	84404-5916
13-039-0017	RASMUSSEN, BRODERICK & WF	1131 16TH ST	OGDEN	UT	84404-5919
13-232-0015	CRTICHLLOW, STEVEN T	1134 E 1640 S	OGDEN	UT	84404-6178
13-232-0019	TARVIN, JOSEPH THERON ETAL	1139 E 1640 S	OGDEN	UT	84404-6178
13-232-0014	OURADNIK, ANDREW &	1140 E 1640 S	OGDEN	UT	84404-6178
13-232-0020	CLEMENS, PETER	1143 E 1640 S	OGDEN	UT	84404-6178
13-038-0003	BRADY, MICHAEL G & WF	1148 16TH ST	OGDEN	UT	84404-5918
13-039-0001	RAUCH, ALEXUS &	1151 16TH ST	OGDEN	UT	84404-5919
13-038-0004	DARIN DAVID CONGER TRUST	1154 16TH ST # A	OGDEN	UT	84404-5918
13-038-0006	OLSEN, MARK D	1158 16H ST	OGDEN	UT	84404-5918
13-232-0001	APRIL, PAUL K & WF	1167 16TH ST	OGDEN	UT	84404-5917
13-232-0002	NIELSEN, SIERRA & HUS	1173 16TH ST #2	OGDEN	UT	84404-5917
13-134-0001	WARREN JR, PAUL Y & WF	1184 16TH ST	OGDEN	UT	84404
13-134-0003	HELEN R GALBRAITH & JUDY R	1184A 16TH ST #3	OGDEN	UT	84404
13-134-0002	WHEELWRIGHT, KEITH A & WF	1196 16TH ST	OGDEN	UT	84404-5981
13-134-0004	WADDELL, MICHAEL LEON & WF	1196 16TH ST #4	OGDEN	UT	84404-5981
13-072-0070	KELLY NEILO TAYLOR LIVING TRUST	1201 16TH ST	OGDEN	UT	84404-5919
13-073-0013	RABE, CORDON & WF	1243 16TH ST	OGDEN	UT	84404-5919
13-130-0002	NIELSON, ALANA	1259 16TH ST	OGDEN	UT	84404
13-242-0015	RASER, TALLULAH	1275 E 1640 S	OGDEN	UT	84404-6267
13-242-0013	BOHN, WESLEY STATE	1278 E 1640 S	OGDEN	UT	84403-4837
13-242-0012	SMITH, TANNER J & WF	1282 E 1640 S	OGDEN	UT	84403-4837
13-242-0017	DECRAFFENRIED, JOSEPH CURTIS	1283 E 1640 S	OGDEN	UT	84404-6267
13-242-0011	WRIGHT, JAYDEN A &	1286 E 1640 S	OGDEN	UT	84404-6267
13-242-0018	CURRIDEN, DALLIN &	1287 E 1640 S	OGDEN	UT	84404-6267
13-242-0010	MONTANO, HOLLY	1290 E 1640 S	OGDEN	UT	84404-6267
13-242-0014	TRA, KHANH HONG &	1294 E 1640 S	OGDEN	UT	84404-6267
13-242-0009	WALLACE, ROBERT WADE & WF	1294 E 1640 S	OGDEN	UT	84404-6267
13-242-0020	JESSOP, SCOTT & WF	1295 E 1640 S	OGDEN	UT	84404-6267
13-141-0018	LEE, SUK YONG	1517 S 1185 E	OGDEN	UT	84404-5956
13-141-0017	PEARSON, DOLENA	1520 S 1165 E #37	OGDEN	UT	84404-5953
13-141-0013	WANCZYK, JIM	1522 S 1185 E #62	OGDEN	UT	84404
13-141-0014	RIGBY, REYNOLD & WF	1523 S 1200 E	OGDEN	UT	84404-5960
13-141-0019	BACHMAN FAMILY REVOCABLE	1525 S 1185 E	OGDEN	UT	84404-5956
13-141-0016	BELL, JACKY	1530 S 1185 E	OGDEN	UT	84404-5957
13-141-0015	HALLOWS, SAMANTHA RUTHANN	1531 S 1200 E #35	OGDEN	UT	84404-5960
13-141-0020	GRANER, NICHOLAS	1538 S 1165 E	OGDEN	UT	84404-5953
13-038-0002	KENNETH B FREW FAMILY TRUST	1542 BRINKER AVE	OGDEN	UT	84404-5924
13-073-0003	DOUGLASS, RICHARD S & WF	1563 FARR DR	OGDEN	UT	84404
13-073-0002	BUENAVENTURA, LUIS ALBERTO & WF	1575 FARR DR	OGDEN	UT	84404-5936
13-073-0008	CARL & MARGARET BUCKWAY LIVING	1598 FARR DR	OGDEN	UT	84404-5925
13-073-0012	HARTSOUGH, SKYLER	1615 FARR DR	OGDEN	UT	84404-5937
13-232-0003	OLSON, PATRICIA M	1626 S 1165 E UNIT 3	OGDEN	UT	84404-6179
13-073-0011	JANET WAGER TRUST	1627 FARR DR	OGDEN	UT	84404
13-232-0004	MCBRIDE, MELITA	1628 S 1165 E	OGDEN	UT	84404-6179
13-232-0011	BIBB, TAMARKUS	1629 S 1165 E	OGDEN	UT	84404-6179
13-232-0012	ALLEN, BERIT &	1633 S 1165 E	OGDEN	UT	84404-6179
13-232-0005	O CONNELL, SUZANNE	1634 S 1165 E	OGDEN	UT	84404-6179
13-232-0008	DUFFIN, BLAKE & WF	1648 S 1165 E	OGDEN	UT	84404-6179
13-232-0009	DIMICHELE, ZACHARY RICHARD &	1654 S 1165 E	OGDEN	UT	84404-6179
13-232-0010	PATTERSON, JAMES H & WF	1656 S 1165 E	OGDEN	UT	84404-6179
13-232-0006	JOHN R HINDS & KAREN THURBER	1760 22ND ST	OGDEN	UT	84401
13-130-0001	HENINGER, SCOTT	2011 E SWEETBRIAR LN	SANDY	UT	84092-6119
13-073-0014	COSTLEY, ARLEN BRETT &	2368 QUINCY AVE	OGDEN	UT	84401-1830
13-038-0001	ELS HAVEN LLC	3926 N 650 W	OGDEN	UT	84414-1423
13-232-0013	RIVERA, ARNEL & WF	4037 E 4600 N	EDEN	UT	84310-4713
13-242-0016	OVERLOOK AT 16TH LLC (THE)	5503 SKYLINE PARKWAY	OGDEN	UT	84403-4837
13-232-0007	RMHF II SEIRIES LLC DBA	5838 E 2500 N	EDEN	UT	84310-9728
13-072-0029	UTAH POWER AND LIGHT COMPANY	825 NE MULTNOMAH ST STE 1900	PORTLAND	OR	97232-2151
13-232-0023	RIVER GLEN TOWNHOMES OWNERS	PO BOX 22	OGDEN	UT	84402-0022
13-073-0001	GADDAM, SIMON	PO BOX 613	BURTONSVILLE	MD	20866-0613

**OGDEN CITY PLANNING COMMISSION**

November 5, 2025

**AGENDA ITEM- 5**

PARCEL #	NAME	ADDRESS	CITY	ST	ZIP
13-038-0004	OCCUPANT	1154 16TH ST # 1	Ogden	UT	84404
13-134-0001	OCCUPANT	1196 16TH ST # B	Ogden	UT	84404
13-232-0013	OCCUPANT	1146 E 1640 S	Ogden	UT	84404
13-141-0018	OCCUPANT	1517 S 1185 E	Ogden	UT	84404
13-232-0001	OCCUPANT	1167 16TH ST	Ogden	UT	84404
13-072-0070	OCCUPANT	1201 16TH ST	Ogden	UT	84404
13-141-0016	OCCUPANT	1530 S 1185 E	Ogden	UT	84404
13-038-0006	OCCUPANT	1158 16TH ST	Ogden	UT	84404
13-134-0003	OCCUPANT	1184 16TH ST # A	Ogden	UT	84404
13-141-0015	OCCUPANT	1531 S 1200 E	Ogden	UT	84404
13-073-0008	OCCUPANT	1598 FARR DR	Ogden	UT	84404
13-232-0012	OCCUPANT	1633 S 1165 E	Ogden	UT	84404
13-134-0004	OCCUPANT	1196 16TH ST # A	Ogden	UT	84404
13-232-0002	OCCUPANT	1173 16TH ST	Ogden	UT	84404
13-039-0001	OCCUPANT	1151 16TH ST	Ogden	UT	84404
13-232-0014	OCCUPANT	1140 E 1640 S	Ogden	UT	84404
13-232-0003	OCCUPANT	1626 S 1165 E	Ogden	UT	84404
13-073-0013	OCCUPANT	1243 16TH ST	Ogden	UT	84404
13-141-0014	OCCUPANT	1523 S 1200 E	Ogden	UT	84404
13-038-0003	OCCUPANT	1148 16TH ST	Ogden	UT	84404
13-232-0005	OCCUPANT	1634 S 1165 E	Ogden	UT	84404
13-232-0010	OCCUPANT	1656 S 1165 E	Ogden	UT	84404
13-232-0004	OCCUPANT	1628 S 1165 E	Ogden	UT	84404
13-232-0011	OCCUPANT	1629 S 1165 E	Ogden	UT	84404
13-232-0008	OCCUPANT	1648 S 1165 E	Ogden	UT	84404
13-141-0019	OCCUPANT	1525 S 1185 E	Ogden	UT	84404
13-073-0011	OCCUPANT	1627 FARR DR	Ogden	UT	84404
13-134-0002	OCCUPANT	1184 16TH ST # B	Ogden	UT	84404
13-232-0020	OCCUPANT	1143 E 1640 S	Ogden	UT	84404
13-232-0019	OCCUPANT	1139 E 1640 S	Ogden	UT	84404
13-232-0009	OCCUPANT	1654 S 1165 E	Ogden	UT	84404
13-073-0002	OCCUPANT	1575 FARR DR	Ogden	UT	84404
13-073-0012	OCCUPANT	1615 FARR DR	Ogden	UT	84404
13-073-0001	OCCUPANT	1240 16TH ST	Ogden	UT	84404
13-232-0006	OCCUPANT	1636 S 1165 E	Ogden	UT	84404
13-141-0013	OCCUPANT	1522 S 1185 E	Ogden	UT	84404
13-232-0007	OCCUPANT	1646 S 1165 E	Ogden	UT	84404
13-130-0001	OCCUPANT	1612 FARR DR	Ogden	UT	84404
13-072-0018	OCCUPANT	1147 16TH ST	Ogden	UT	84404
13-038-0004	OCCUPANT	1154 16TH ST # 2	Ogden	UT	84404
13-072-0018	OCCUPANT	1149 16TH ST	Ogden	UT	84404
13-072-0018	OCCUPANT	1155 16TH ST	Ogden	UT	84404
13-072-0018	OCCUPANT	1153 16TH ST	Ogden	UT	84404
13-038-0004	OCCUPANT	1154 16TH ST	Ogden	UT	84404
13-134-0005	OCCUPANT	1184 16TH ST	Ogden	UT	84404
13-242-0014	OCCUPANT	1274 E 1640 S	Ogden	UT	84404
13-242-0013	OCCUPANT	1278 E 1640 S	Ogden	UT	84404
13-242-0012	OCCUPANT	1282 E 1640 S	Ogden	UT	84404
13-242-0011	OCCUPANT	1286 E 1640 S	Ogden	UT	84404
13-242-0010	OCCUPANT	1290 E 1640 S	Ogden	UT	84404
13-242-0015	OCCUPANT	1275 E 1640 S	Ogden	UT	84404
13-242-0016	OCCUPANT	1279 E 1640 S	Ogden	UT	84404
13-242-0017	OCCUPANT	1283 E 1640 S	Ogden	UT	84404
13-242-0018	OCCUPANT	1287 E 1640 S	Ogden	UT	84404
13-242-0019	OCCUPANT	1291 E 1640 S	Ogden	UT	84404
13-242-0020	OCCUPANT	1295 E 1640 S	Ogden	UT	84404
13-242-0021	OCCUPANT	1299 E 1640 S	Ogden	UT	84404