



W3130050

EH 3130050 PG 1 OF 7
LEANN H KILTS, WEBER COUNTY RECORDER
26-FEB-21 322 PM FEE \$.00 DEP PV
REC FOR: SOUTH OGDEN CITY

ORDINANCE NO. 20-15

AN ORDINANCE OF THE SOUTH OGDEN CITY, UTAH APPROVING AND ADOPTING THE AMENDED MASTER DEVELOPMENT AGREEMENT - 1 EAST HARRISON PLACE; AND PROVIDING FOR AN EFFECTIVE DATE.

Section 1 - Recitals:

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council a zoning ordinance and general plan; and,

WHEREAS, the City Council finds that the planning commission has caused to be prepared and has recommended to the City Council an amended Master Development Agreement for 1 East Harrison Place representing the commission's recommendations for development of the proposed project area within the municipality; and,

WHEREAS, the City Council finds that the amended Master Development Agreement for 1 East Harrison Place has been subjected to the required public hearing prior to its adoption; and,

WHEREAS, the City Council finds that under Utah Code §10-9a-305(8)(a) and §10-9a-509, the City Council may lawfully adopted development plans and schedules by ordinance as recommended by the Planning Commission; and,

~~**WHEREAS**, upon petition to and based on the recommendation of the South Ogden City Planning Commission, the City Council determines it to be in the best interest of the City to adopt the proposed amended Master Development Agreement for 1 East Harrison Place; and,~~

WHEREAS, the City Council finds that such a change follows the City's General Plan; and,

WHEREAS, the City Council finds that the public convenience and necessity, public safety, health and welfare is at issue and requires action by the City as noted above;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SOUTH OGDEN, UTAH:

The "Amendment To Development Agreement" For 1 East Harrison Place, Attached As Attachment "A", And Fully Incorporated By This Reference, Is Approved And Adopted.

Section 2 - Repealer of Conflicting Enactments:

All orders, ordinances and resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.

Section 3 - Prior Ordinances and Resolutions:

The body and substance of all prior Ordinances and Resolutions, with their specific provisions, where not otherwise in conflict with this Ordinance, are reaffirmed and readopted.

Section 4 - Savings Clause:

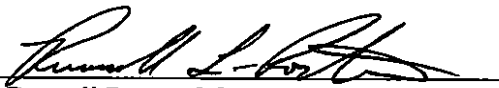
If any provision of this Ordinance be held or deemed or will be invalid, inoperative or unenforceable, such invalidity will not render any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Ordinance being deemed the separate independent and severable act of the City Council of South Ogden City.

Section 5 - Date of Effect

This Ordinance will be effective on the 19th day of May, 2020, and after publication or posting as required by law.

DATED the 19th day of May, 2020

SOUTH OGDEN, a municipal corporation

by: 
Russell Porter, Mayor

Attested and recorded



Leesa Kapetanov, CMC
City Recorder



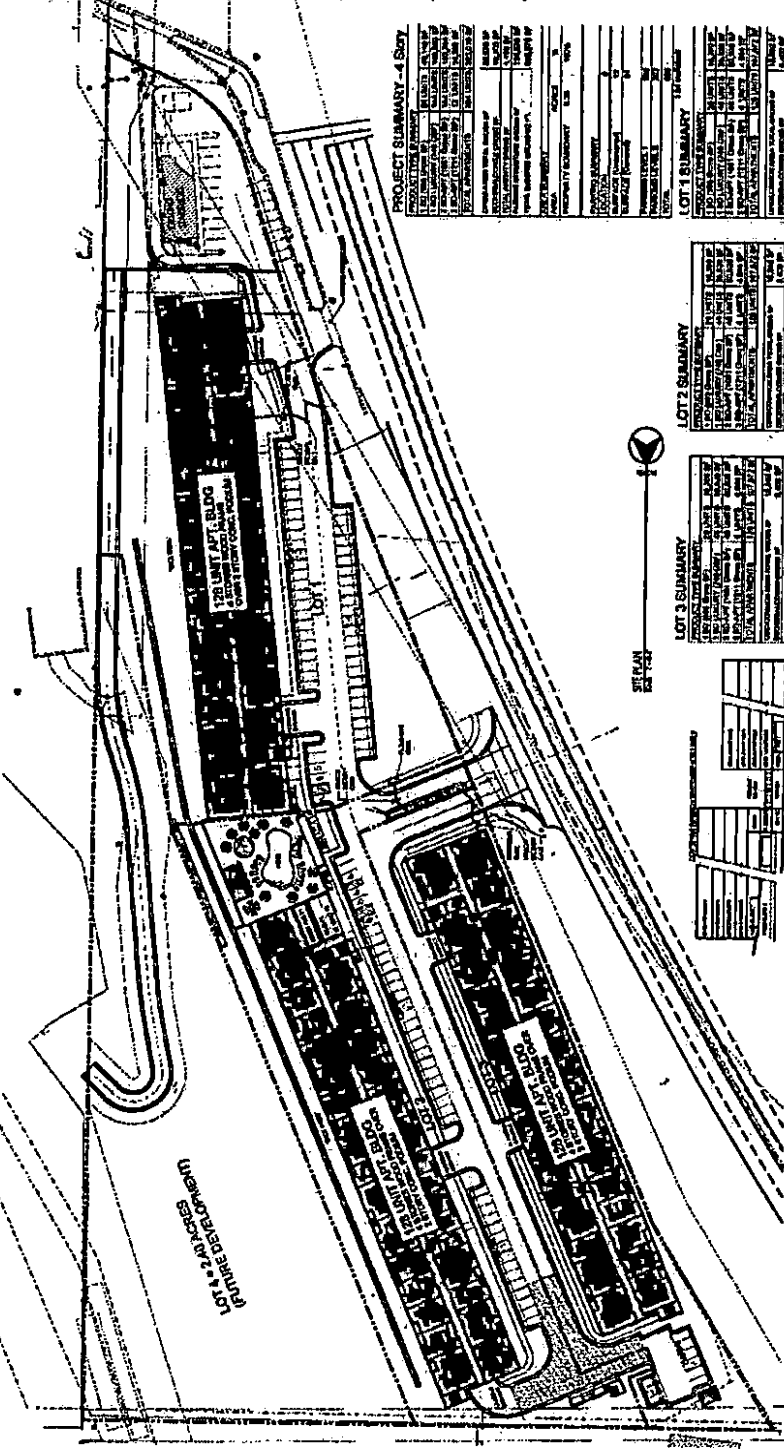
Exhibit B - Concept Site Plan



PROJECT NO. BR1
 DATE: 3/02/09
 SHEET NO. 11 OF 11
TERRAZZA
 SOUTH OAKLAND UNIT

OWNER REVIEW - NOT FOR CONSTRUCTION

A100



PROJECT SUMMARY - 4 Story

PROPOSED DEVELOPMENT	APARTMENT
TOTAL DEVELOPMENT AREA	120,000
TOTAL DEVELOPMENT VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA	120,000
TOTAL DEVELOPMENT FLOOR VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000

LOT 1 SUMMARY

PROPOSED DEVELOPMENT	APARTMENT
TOTAL DEVELOPMENT AREA	120,000
TOTAL DEVELOPMENT VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA	120,000
TOTAL DEVELOPMENT FLOOR VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000

LOT 2 SUMMARY

PROPOSED DEVELOPMENT	APARTMENT
TOTAL DEVELOPMENT AREA	120,000
TOTAL DEVELOPMENT VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA	120,000
TOTAL DEVELOPMENT FLOOR VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000

LOT 3 SUMMARY

PROPOSED DEVELOPMENT	APARTMENT
TOTAL DEVELOPMENT AREA	120,000
TOTAL DEVELOPMENT VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA	120,000
TOTAL DEVELOPMENT FLOOR VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000

LOT 4 SUMMARY

PROPOSED DEVELOPMENT	APARTMENT
TOTAL DEVELOPMENT AREA	120,000
TOTAL DEVELOPMENT VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA	120,000
TOTAL DEVELOPMENT FLOOR VOLUME	480,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000
TOTAL DEVELOPMENT FLOOR AREA PER UNIT	1,000
TOTAL DEVELOPMENT FLOOR VOLUME PER UNIT	4,000

AMENDMENT TO DEVELOPMENT AGREEMENT

THIS AGREEMENT ("Amendment Agreement") is dated this 16th day of April, 2020 and is by and between URBAN LAND GROUP LLC, a Utah limited liability company ("Developer") and SOUTH OGDEN CITY, a Utah municipal corporation (the "City"). The City and Developer are parties to Development Agreement for 1 East Harrison ("Development Agreement").

Agreement

1. Section 3.5 of the Development Agreement is deleted in its entirety and is amended and restated as follows:

"Developer may construct up to 22,000 net leasable square feet of building space containing retail, restaurant, office, and other commercial uses and up to 400,000 livable square feet of residential uses on the Property, together with common areas, structured or surface parking, and other improvements typical in residential projects, which are not included in the above-referenced square footages. The foregoing approved development intensities shall be reasonably allocated on the Property based on the CDP."

2. Except as amended hereby, the Development Agreement shall remain in full force and effect.
3. This Amendment Agreement may be executed in multiple parts as originals or by electronic means, each of which shall be regarded as an original for all purposes and collectively shall constitute one and the same document.

IN WITNESS WHEREOF, this Amendment to the Development Agreement has been executed by South Ogden City, acting through City Council of South Ogden City, Weber County, State of Utah, under ORD. 17-08, authorizing such execution, as of the above-stated date.

ATTEST: SOUTH OGDEN CITY, a Utah municipal corporation

By: [Signature]
City Recorder

By: [Signature]
Title: City Manager

STATE OF UTAH)

:ss.

COUNTY OF WEBER)

On the 21st day of January, 2021, personally appeared before me Matt Dixon, who being duly sworn, said that he is the city manager of SOUTH OGDEN CITY, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Matt Dixon acknowledged to me that the City executed the same.

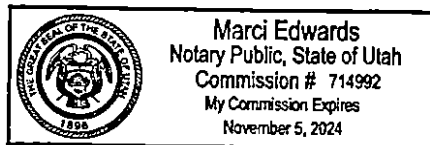
[Signature]

NOTARY PUBLIC

Residing at: 5273 Daybreak Dr. S. Ogden UT 84403

My Commission Expires:

11-5-24



IN WITNESS WHEREOF, this Amendment to the Development Agreement has been executed by a duly authorized representative of Developer as of the above-stated date.

DEVELOPER:

URBAN LAND GROUP LLC,

A Utah limited liability company

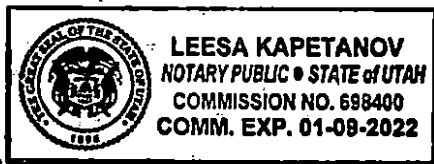
By: [Signature]
Title: _____

STATE OF Utah)

:ss.

COUNTY OF Weber)

On the 21st day of January 2020, personally appeared before me Ron Martinez, who being by me duly sworn, did say that as a Manager/Member of Urban Land Group LLC he has signature authority for said LLC, and that the foregoing instrument was signed in behalf of said Urban Land Group LLC and acknowledged to me that said company executed the same pursuant to the authority under or as authorized by its operating agreement or other proper authority.



[Signature]
NOTARY PUBLIC
Residing at: South Ogden

My Commission Expires:

1/9/22

Legal Description of 1 East Harrison Property

(This page added to Development Agreement Amendment for recording purposes only)

A part of the Southwest Quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Weber County, Utah

Beginning at a point on the Quarter Section line, being 396.40 feet North $0^{\circ}35'07''$ East along said Quarter Section line from the South Quarter Corner of said Section 15, and running thence South $86^{\circ}39'36''$ West 186.82 feet to the East line of Harrison Boulevard (Highway 203), said point being 80.00 feet perpendicularly distant Easterly from the Centerline of said Highway, and being a point on the arc of a curve; thence three (3) courses along said East of Harrison Boulevard as follows: (1) Northerly along the arc of a 3899.80 foot Radius curve to the left a distance of 136.51 feet (Delta Angle equals $2^{\circ}00'20''$, Center bears South $70^{\circ}19'37''$ West, and Long Chord bears North $20^{\circ}40'33''$ West 136.50 feet); (2) North $22^{\circ}30'05''$ West 657.89 feet to a point 125.00 feet perpendicularly distant Easterly from the centerline of said Highway; and (3) North $30^{\circ}25'36''$ West 213.49 feet to the Historical North line of the South Half of the Southwest Quarter of said Section 15; thence South $89^{\circ}24'54''$ East 603.85 feet to the Historical Northeast Corner of said South Half of the Southwest Quarter of Section 15; thence South $0^{\circ}35'06''$ West 898.23 feet along said Quarter Section line to the point of beginning.

Together With:

Beginning At A Point On The Quarter Section Line, Said Point being North $0^{\circ}35'07''$ East 283.90 Feet Along The Quarter Section Line From The South Quarter Corner Of Section 15, Township 5 North, Range 1 West, Salt Lake Base And Meridian, and Running; Thence North $89^{\circ}24'53''$ West 156.60 Feet To The East Line Of Harrison Boulevard; Thence Northwesterly 105.96 feet Along The Arc Of A 3899.80 Foot Radius Curve To The Left, (Center Bears South $70^{\circ}47'12''$ West And Long Chord Bears North $19^{\circ}59'30''$ West 105.96 Feet, With A Central Angle Of $1^{\circ}33'24''$) Along The East Line Of Harrison Boulevard; Thence North $86^{\circ}39'37''$ East 194.30 Feet To The Quarter Section Line; Thence South $0^{\circ}35'07''$ West Feet along The Quarter Section Line to The Point Of Beginning.

Subject To: A Non-Exclusive Easement For Ingress And Egress Purposes, Appurtenant To Parcel No. 1, Over The Following Described Area: Beginning At A Point North $0^{\circ}35'07''$ East 283.90 Feet Along The Quarter Section Line And North $89^{\circ}24'53''$ West 116.57 Feet From The South Quarter Corner Of Section 15, Township 5 North, Range 1 West, Salt Lake Base and meridian, And Running Thence North $89^{\circ}24'53''$ West 40.03 Feet to The East Line Of Harrison Boulevard; Thence Northwesterly 78.46 Feet Along The Arc Of A 3899.80 Foot Radius Curve To The Left, (Center Bears South $70^{\circ}47'12''$ West And Long Chord Bears North $19^{\circ}47'22''$ West 78.45 Feet, With A Central Angle Of $1^{\circ}09'10''$) Along The East Line Of Harrison Boulevard; Thence North $69^{\circ}02'24''$ East 49.41 Feet; Thence South $20^{\circ}57'36''$ East 58.26 Feet; Thence South $0^{\circ}35'07''$ West 37.50 Feet To The Point of Beginning.