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ERNEST O ROWLEY, WEBER COUNTY RECORDER
10-FEB-14 9:38 AM FEE \$0.00 DEP TDT
REC FOR: OGDEN CITY

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

03-047-0001 TO 0020 ✓

This First Amendment to the Mixed Use Zone Development Agreement is entered into on this 6th day of February, 2014, by and between Ogden City, a Utah municipal corporation ("City"), 2549 Washington Boulevard, Ogden, Utah, 84401; SOUTHRIVER, LLC a Utah limited liability company, 24 Alta Wood Lane, Sandy, Utah 84092 and OGDEN SOUTH RIVER TOWNHOMES, LLC, a Utah limited liability company ("**Developer**"), 24 Alta Wood Lane, Sandy, Utah 84092; and Ogden City Redevelopment Agency, 2549 Washington Boulevard, Ogden, Utah 84401 ("**Agency**"). City, Developer and Agency may each be hereinafter referred to as a "**Party**" or collectively as "**Parties**."

WHEREAS, Developer has developed phase 1 of the Townhomes at South River within the Ogden River Redevelopment Project Area (the "ORRPA"); and

WHEREAS, the parties entered into a Mixed Use Zone Development Agreement on or about June 7, 2012, and which is recorded with the office of the Weber County Recorder as entry # 2583258 (the "**Development Agreement**"); and

The parties desire to make certain changes to the site plan, design and exterior elevations of certain Units in future phases, and landscaping requirements for the project described in the Development Agreement; and

WHEREAS, the proposed changes have been determined to be consistent with the *Ogden Bend Redevelopment Master Plan and Design Guidelines*, dated May 2011, prepared by Urban Design Associates ("Master Plan"), and with the terms of Ogden City's mixed use ordinance; and

WHEREAS, Developer is prepared to comply with all aspects of the Development Agreement not specifically modified by this amendment;

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

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

Land Serial No. 03-041-0018

A PORTION OF LOT 5 OF THE OGDEN RIVER DRIVE SUBDIVISION ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT THE SOUTHWEST CORNER OF THE MEADOWS AT RIVER BEND PHASE 1 BEING LOCATED NORTH $01^{\circ}17'55''$ EAST 219.03 FEET AND SOUTH $88^{\circ}37'58''$ EAST 40.00 FEET FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF 20TH AND GRANT AVENUE; RUNNING THENCE ALONG THE SOUTHERLY BOUNDARY LINE OF SAID THE MEADOWS AT RIVER BEND PHASE 1 SOUTH $88^{\circ}37'58''$ EAST 216.62 FEET; THENCE SOUTH $00^{\circ}58'17''$ WEST 178.78 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH $88^{\circ}41'22''$ WEST 217.64 FEET TO THE EAST RIGHT-OF-WAY LINE OF GRANT AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY NORTH $01^{\circ}17'55''$ EAST 178.99 FEET TO THE POINT OF BEGINNING.

CONTAINS 38,842 SQ. FT. OR 0.89 ACRES MORE OR LESS.

Land Serial No. 03-041-0019

A PORTION OF LOT 5 OF THE OGDEN RIVER DRIVE SUBDIVISION ALSO BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT WHICH IS SOUTH $88^{\circ}41'22''$ WEST 428.11 FEET AND NORTH $01^{\circ}17'55''$ EAST 40.00 FEET FROM THE OGDEN CITY MONUMENT AT THE INTERSECTION OF 20TH AND GRANT AVE.; THENCE NORTH $01^{\circ}17'55''$ EAST 527.86 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BLVD.; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE SOUTH $71^{\circ}10'49''$ WEST 228.04 FEET TO THE EAST BOUNDARY LINE OF THE MEADOWS AT RIVER BEND PHASE 1; THENCE ALONG SAID EAST BOUNDARY LINE SOUTH $18^{\circ}44'43''$ EAST 80.60 FEET; THENCE TO THE RIGHT ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE A DISTANCE OF 66.55 FEET (CHORD BEARS SOUTH $11^{\circ}07'08''$ EAST 66.36 FEET); THENCE SOUTH $00^{\circ}58'17''$ WEST 308.87 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH $88^{\circ}41'22''$ EAST 170.47' TO THE POINT OF BEGINNING.

CONTAINS 88,019 SQ. FT. OR 2.02 ACRES MORE OR LESS.

(hereinafter referred to as the “**Property**”).

The entities currently holding legal title to the Property are the Ogden City Redevelopment Agency (as to land serial number 03-041-0019) and Ogden South River Townhomes, LLC, (as to land serial number 03-041-0018) which hereby grant their consent to this Agreement and consent to the recording of this document making the Property subject to the terms and conditions of this Amendment. Developer has entered into a contract with the Agency to purchase the Property. Developer and City have determined to enter into this Agreement to outline certain modifications to the development of the property previously set forth in the Development Agreement.

3. *Project Development Standards*: Section three of the Development Agreement is hereby modified to add the following development standards and regulations to those previously agreed upon governing the residential units (each a “Unit”) constructed within the project.
 - a. The project site plan is modified as shown on **Exhibit A** (Amended Site Plan) attached hereto, to allow for the reorientation of the Units in Phase 2, including those shown as facing 20th Street (Units 23-28 in the Development Agreement) the relocation of the internal access road to those Units, and the development of two story townhome units. The placement of these reoriented buildings on the Property, together with any other site plan changes shall be in accordance with Exhibit A, Amended Site Plan.
 - b. A new two story townhome unit floor plans has been reviewed and approved by City. A copy of the approved floor plan is attached hereto as **Exhibit C** and incorporated herein by reference
 - c. The exterior design of any Unit constructed under the two story townhome floor plan shall be consistent with the character sketches included in **Exhibit C** and with the Design Guidelines. As with the other townhome Units, the final exterior elevation and the color and materials palette for each two-story Unit shall be reviewed and approved by the City’s Planning Department prior to the issuance of a building permit to determine compliance with the Design Guidelines. The exterior of individual buildings will incorporate variations based on the Design Guidelines and buildings will not utilize a repetitive exterior elevation.
 - d. Each remaining phase (phase 2, phase 3 and phase 4), may include minor modifications to the exact location of the Units constructed to accommodate the use of two story townhome units, except that no changes are hereby allowed to the location or amount of publicly accessible open space provided for in the Development Agreement.
 - e. Landscaping and screening features along 20th Street shall comply with the Design Guidelines and with **Exhibit B**, attached hereto.

4. Phasing of Development. Section seven of the Development Agreement is modified to allow Developer, at its option, to reduce the number of Units constructed in each remaining phase (phase 2, phase 3 and phase 4) to accommodate two story townhome Units, except that in no event may the total number of Units in each phase be reduced by more than 10%. This means that Phase 2 shall have no fewer than 18 units, Phase 3 shall have no fewer than 12 units, and Phase 4 shall have no fewer than 19 Units.
5. Effect. The terms of this Amendment are intended to supplement, but not replace or supersede the terms of the Development Agreement. If there is an express conflict between the Development Agreement and this Amendment, the terms of the Amendment shall control.
4. Recording. This Amendment shall be recorded with the office of the Weber County Recorder and shall be governed and construed in accordance with the laws of the State of Utah and the ordinances of Ogden City;
5. Runs with Land. This Amendment is a covenant against the land comprising the Project, shall run with the land, and shall be enforceable against any successor-in-interest, in whole or in part, of any portion of the Project.

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

[SIGNATURE PAGES FOLLOW THIS PAGE]

DEVELOPER:

SOUTHRIVER, LLC, a Utah limited liability company

H. Blaine Walker
By: H. Blaine Walker
Its: Manager

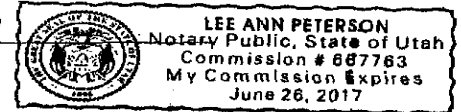
STATE OF UTAH)
)
) :SS.
COUNTY OF Weber)

I hereby certify that on this 5th day of February, 2014, before the subscriber, a Notary Public of the State of Utah, and for the County of Salt Lake, personally appeared H. Blaine Walker, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

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

Lee Ann Peterson
NOTARY PUBLIC

My Commission Expires: 06-26-2017



OGDEN SOUTH RIVER TOWNHOMES, LLC, a Utah limited liability company, by its manager:

Southriver, LLC, a Utah limited liability company

H. Blaine Walker
By: H. Blaine Walker
Its: Manager

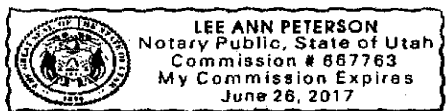
COUNTY OF Weber)

I hereby certify that on this 5th day of February, 2014, before the subscriber, a Notary Public of the State of Utah, and for the County of Salt Lake, personally appeared H. Blaine Walker, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

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

Lee Ann Peterson
NOTARY PUBLIC

My Commission Expires: 06-26-2017

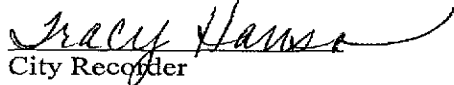


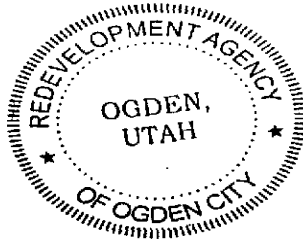
RDA:

OGDEN CITY REDEVELOPMENT AGENCY


Michael P. Caldwell, Executive Director

Attest:


Tracy Hanso
City Recorder



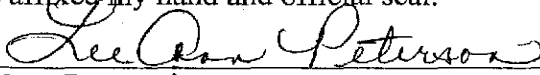
Approved as to Form:


Agency Counsel

STATE OF UTAH)
 :SS.
COUNTY OF WEBER)

I hereby certify that on this 16th day of February, 2014, before the subscriber, a Notary Public of the State of Utah, and for the County of Weber, personally appeared Michael P. Caldwell, known to me (or satisfactorily proven) to be the person(s) described in the foregoing instrument, who did acknowledge that (he)(she)(they), having been properly authorized, executed the same in the capacity therein stated and for the purposes therein contained.

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



NOTARY PUBLIC

My Commission Expires: 06-26-2017

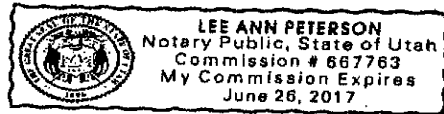
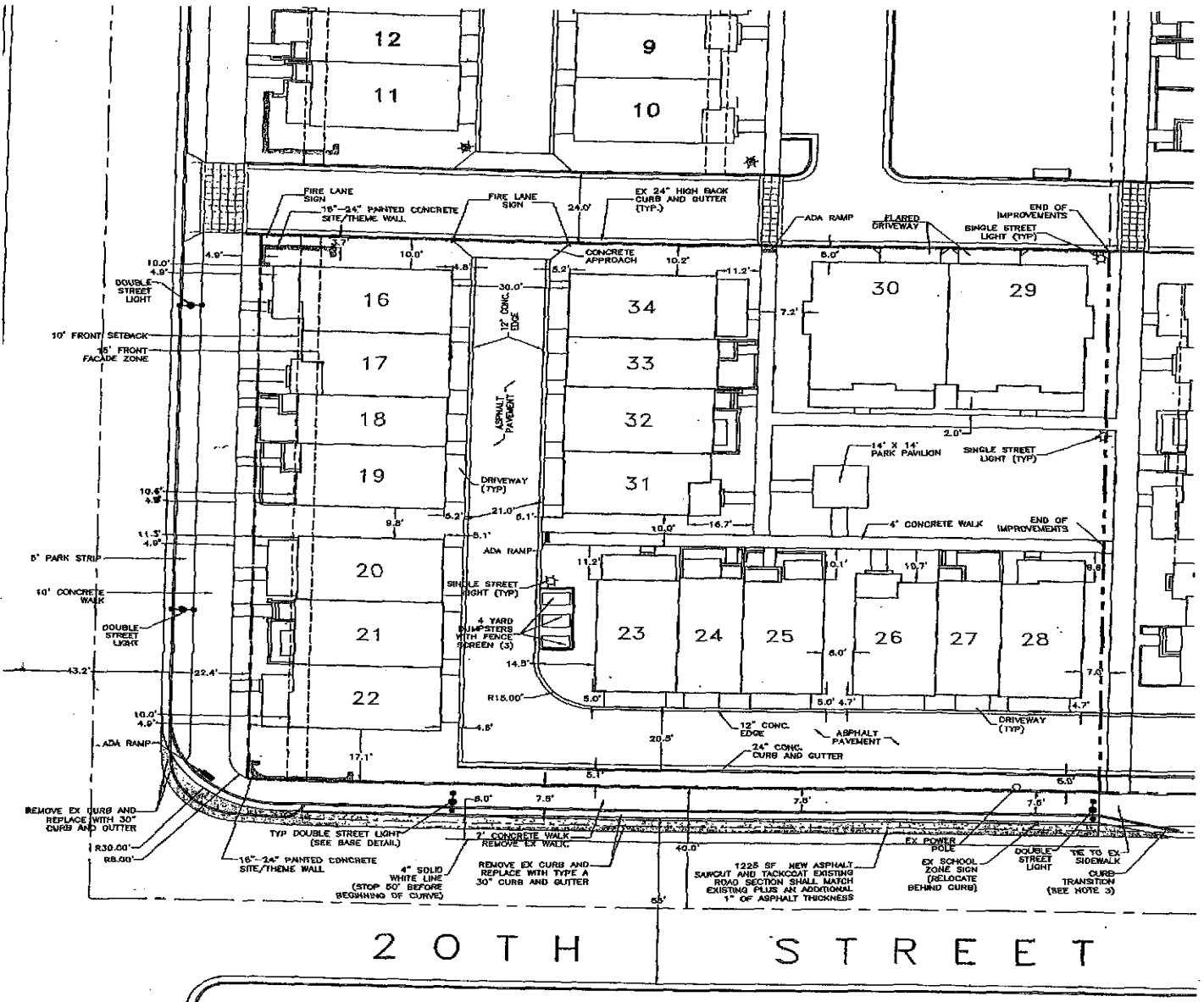


TABLE OF EXHIBITS

- Exhibit A. Amended Site Plan
- Exhibit B. 20th Street Landscaping Plan and Screening Detail
- Exhibit C. Building Elevations & Floor Plans

Exhibit A

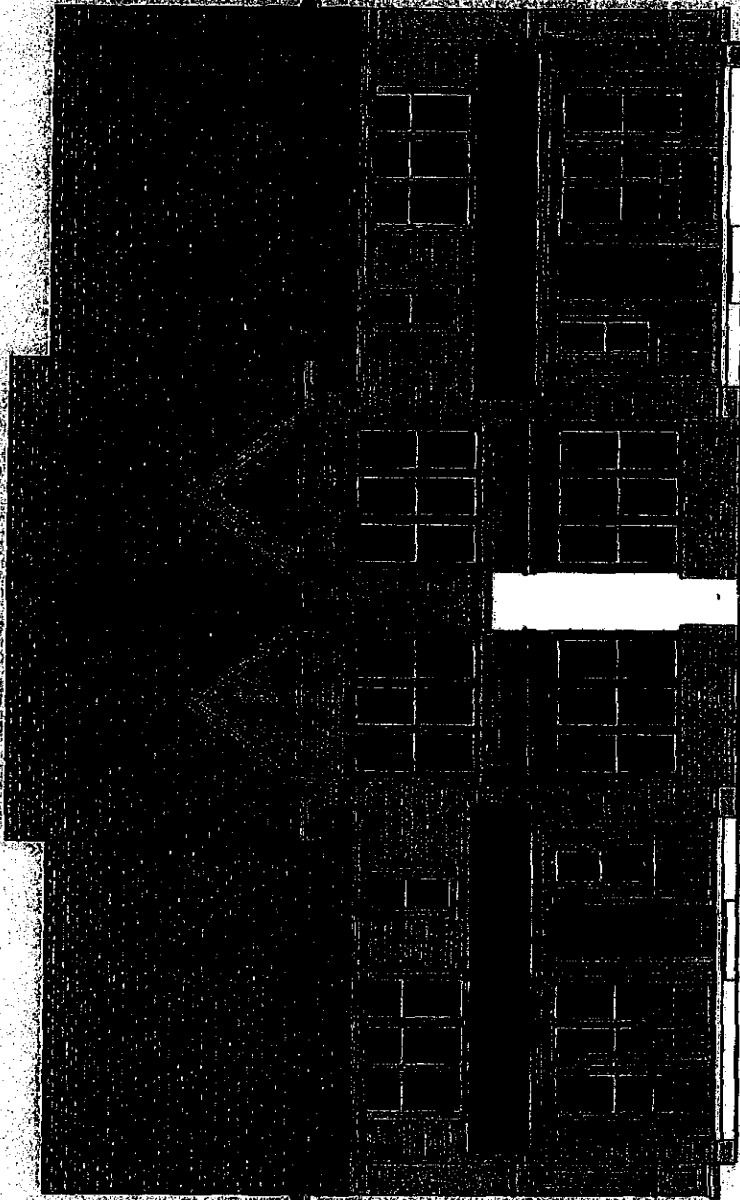


20TH STREET

- NOTES:
1. FIRE APPARATUS ACCESS ROADS SHALL BE MARKED WITH PERMANENT "NO PARKING, FIRE LANE" SIGNS. SIGNS SHALL HAVE A MINIMUM DIMENSION OF 12" BY 18" WITH RED LETTERING ON WHITE REFLECTIVE BACKGROUND.
 2. FOR ADDITIONAL NOTES - SEE SHEET C2.
 3. THE OWNER WILL COORDINATE WITH THE CITY TO DETERMINE THE EXTENT OF ROAD IMPROVEMENTS ALONG 20TH STREET THAT WILL BE COMPLETED AS PART OF PHASE 2 CONSTRUCTION. IF OWNER ELECTS TO COMPLETE THE 20TH STREET IMPROVEMENTS IN FRONT OF PHASE 3, AS PART OF PHASE 2 CONSTRUCTION, REVISED PLANS WILL BE SUBMITTED FOR REVIEW.
 4. LIGHT POLE BASE TOP SHALL BE FLUSH WITH SURROUNDING SIDEWALK.

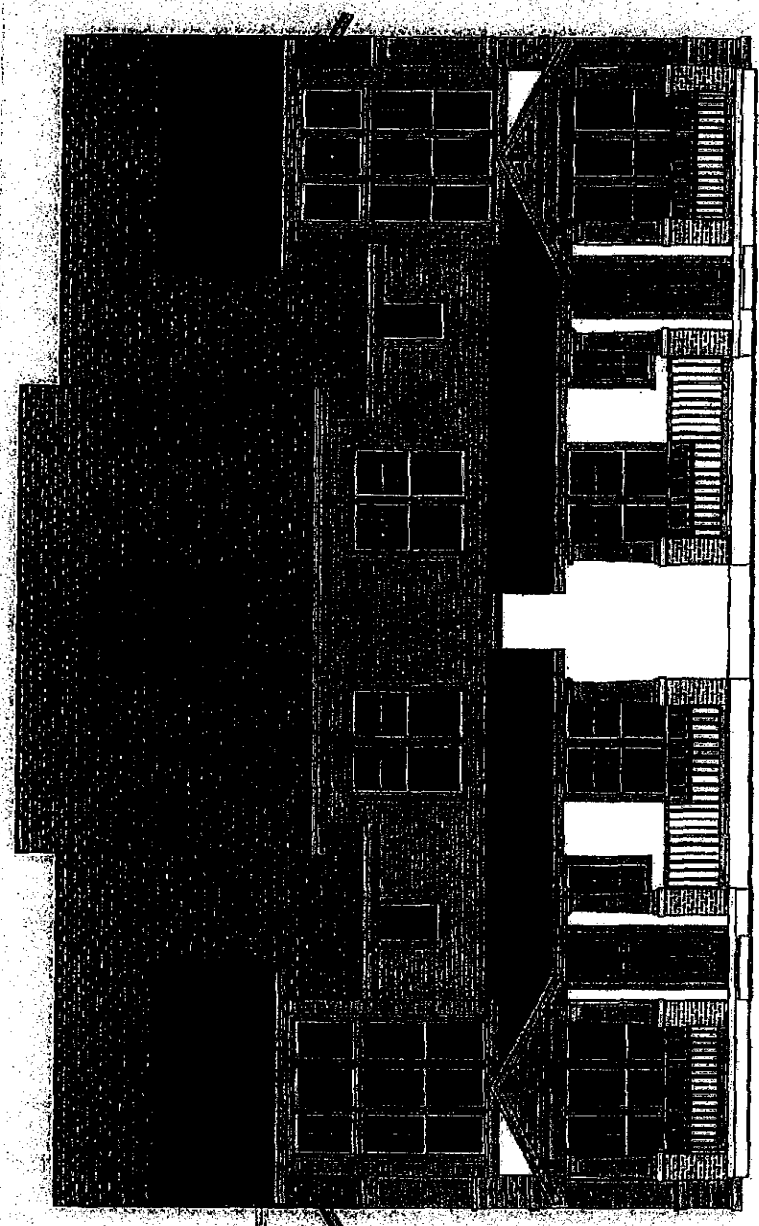
Exhibit B

Exhibit C

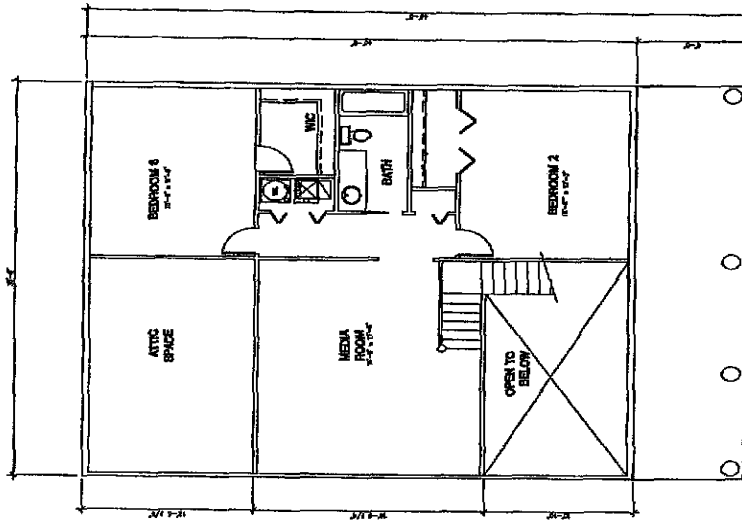


2-PLEX "D"

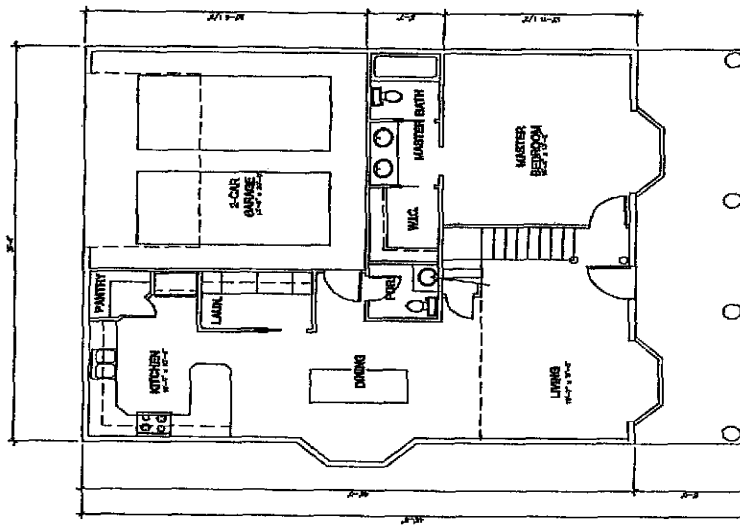
Victorian



Auto + Craft



UPPER LEVEL



MAIN LEVEL