



\*W2750736\*

EH 2750736 PG 1 OF 21  
LEANN H KILTS, WEBER COUNTY RECORDER  
12-AUG-15 3:00 PM FEE \$51.00 DEP CMC  
REC FOR: SOUTH RIVER LLC

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

This Second Amendment to the Mixed Use Zone Development Agreement is entered into on this 12<sup>th</sup> day of August, 2015, 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 The Meadows at Riverbend Homeowners' Association, Inc. a Utah nonprofit corporation ("**Association**"). City, Developer and Association may each be hereinafter referred to as a "**Party**" or collectively as "**Parties**."

WHEREAS, Developer has developed phases 1 and 2 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

WHEREAS, the parties amended the Development Agreement on February 6, 2014, which amendment is recorded with the office of the Weber County Recorder as entry #2674666; and

WHEREAS, the parties desire to make additional 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, after the Developer has installed common area improvements, the Association will be required to maintain those improvements; and

WHEREAS, Developer and Association are 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:

PHASE 3 OF THE MEADOWS AT RIVERBEND:

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 SOUTHEAST CORNER OF SAID LOT 5 BEING ON THE NORTH RIGHT-OF-WAY LINE OF 20TH STREET LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF SAID 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET FROM THE EXISTING CENTERLINE INTERSECTION MONUMENT AT 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE NORTH 88°41'22" WEST 170.47 FEET TO THE EAST LINE OF THE MEADOWS AT RIVER BEND PHASE 2; THENCE ALONG SAID EAST LINE AND THE EAST LINE OF THE MEADOWS AT RIVER BEND PHASE 1 NORTH 00°58'17" EAST 202.78 FEET; THENCE SOUTH 88°37'58" EAST 121.51 FEET; THENCE NORTH 46°22'02" EAST 28.28 FEET; THENCE NORTH 01°22'02" EAST 264.79 FEET; THENCE NORTH 07°54'55" WEST 28.23 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE NORTH 71°10'49" EAST 36.53 FEET; THENCE SOUTH 01°17'55" WEST 138.58 FEET; THENCE SOUTH 88°41'22" EAST 36.99 FEET; THENCE SOUTH 01°17'55" WEST 148.28 FEET; THENCE NORTH 88°41'22" WEST 37.00 FEET; THENCE SOUTH 01°17'55" WEST 241.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1.15 ACRES.

PHASE 4 OF THE MEADOWS AT RIVERBEND:

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 ON THE EAST BOUNDARY LINE OF TH MEADOWS AT RIVER BEND PHASE 1 BEING LOCATED SOUTH 88°41'22" EAST 428.11 FEET ALONG THE MONUMENTED CENTER LINE OF 20TH STREET AND NORTH 01°17'55" EAST 40.00 FEET AND NORTH 88°41'22" WEST 170.47 FEET AND NORTH 00°58'17" EAST 202.78 FEET FROM THE EXISTING MONUMENT AT THE INTERSECTION OF 20TH STREET AND GRANT AVENUE; RUNNING THENCE ALONG SAID EAST BOUNDARY LINE THE FOLLOWING THREE (3) COURSES: (1) NORTH 00°58'17" EAST 106.09 FEET; (2) ALONG THE ARC OF A 250.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 66.55 FEET; (3) NORTH 18°44'43"

WEST 80.60 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF PARK BOULEVARD; THENCE ALONG SAID SOUTH LINE NORTH 71°10'49" EAST 191.51 FEET; THENCE SOUTH 07°54'55" EAST 28.23 FEET; THENCE SOUTH 01°22'02" WEST 264.79 FEET; THENCE SOUTH 46°22'02" WEST 28.28 FEET; THENCE NORTH 88°37'58" WEST 121.51 FEET TO THE POINT OF BEGINNING. CONTAINING 1.00 ACRES.

(hereinafter referred to as the "Property").

03-050-0001-0014 /cm

2. 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 3, including those shown as facing 20<sup>th</sup> Street (Units 40-44 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 "L" shaped townhome floor plan has been reviewed and approved by City. A copy of the approved floor plan is attached hereto as **Exhibit B** and incorporated herein by reference
  - c. The exterior design of any Unit constructed under the "L" shaped townhome floor plan shall be consistent with the character sketches included in **Exhibit B** and with the Design Guidelines. As with the other townhome Units, the final exterior elevation and the color and materials palette for each "L" shaped townhome 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 may include minor modifications to the exact location of the Units constructed to accommodate the use of the "L" shaped 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 in Phase 3 shall comply with the Design Guidelines and with **Exhibit C**, attached hereto.
  - f. The landscaped area shown on the east side of phase 3 (to the east of phase 4 buildings and the additional parking stalls) shall be completed as part of phase 4 and shall be included in the financial guarantee for phase 4. Prior to installation of landscaping or

other improvements in this area, a final site plan that continues the existing landscaped corridor to the south must first be reviewed and approved by the Ogden City planning department.

- g. The Association shall be responsible for care and maintenance of the common area property, including the area described in subsection 2.f. and any publicly accessible open space shown on a recorded plat map, and improvements thereon as provided
  - h. If the Developer fails to install landscaping or other authorized improvements, or the Association fails to adequately maintain the area described in subsection 2.f.; the publicly accessible open space; or any landscaping immediately adjacent to the publicly accessible open space; or any portion thereof, Ogden City is granted the right and privilege to enter the common area and perform any construction or necessary or deferred maintenance or repairs after first giving the Developer or Association, as applicable, 15 days written notice of its intent to perform such maintenance or repair and an opportunity to cure such failure. Ogden City, at its sole discretion, may exercise this option with regard to a portion of the described areas without addressing all maintenance or repair items that may then exist. Upon completion of such work, Ogden City shall submit the cost of the work to the Association which shall be paid within twenty (20) calendar days. The Association shall pay for the costs from any existing funds, including the common assessment fund and capital replacement reserve fund. If the Association fails to pay for the completed work, and without prejudicing any other remedy available to City, City may then submit the cost to each owner, in writing, in the proportion that the owners are responsible for payment of common expenses, and such costs may be recovered by City in the same manner as a common assessment. Failure of an Owner to pay City for any costs billed under this subsection within thirty (30) calendar days shall be deemed a delegation of authority by the Association to Ogden City to act with the same powers and authority as granted to the Association with regard to such unpaid assessment and to pursue such additional remedies as may then be available to the Association under Utah law.
3. Effect. The terms of this Amendment are intended to supplement, but not replace or supersede the terms of the Development Agreement and the First Amendment. If there is an express conflict between the Development Agreement or the First Amendment and this Second Amendment, the terms of this Second 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

Scott Sauric  
By: Scott Sauric  
Its: Manager

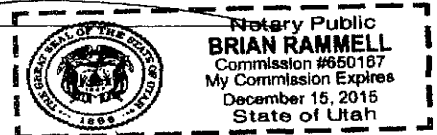
STATE OF UTAH )  
 )  
 ) :ss.  
COUNTY OF Weber )

I hereby certify that on this 12 day of August, 2015, before the subscriber, a Notary Public of the State of Utah, and for the County of Salt Lake, personally appeared Scott Sauric, 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.

My Commission Expires 2/15/17

NOTARY PUBLIC

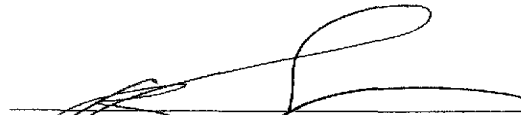


OGDEN SOUTH RIVER TOWNHOMES, LLC, a Utah limited liability company, by its manager:

Southriver, LLC, a Utah limited liability company

Scott Sauric  
By: Scott Sauric  
Its: Manager



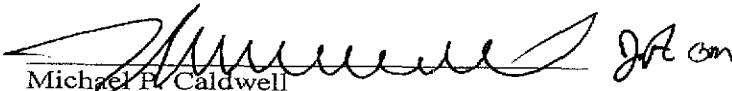
  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: 12-15-15

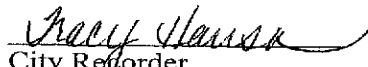


CITY:

OGDEN CITY, a Utah municipal corporation

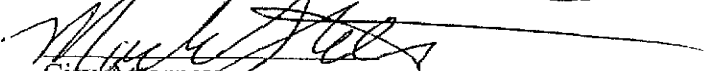
  
Michael P. Caldwell  
Mayor

Attest:

  
Tracy Hansa  
City Recorder




Approved as to Form:

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

STATE OF UTAH )  
  :SS.  
COUNTY OF Weber )

I hereby certify that on this 7<sup>th</sup> day of August, 2015, 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: 01/31/2016

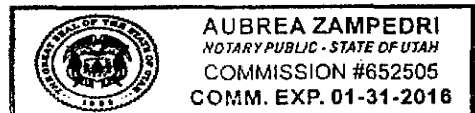


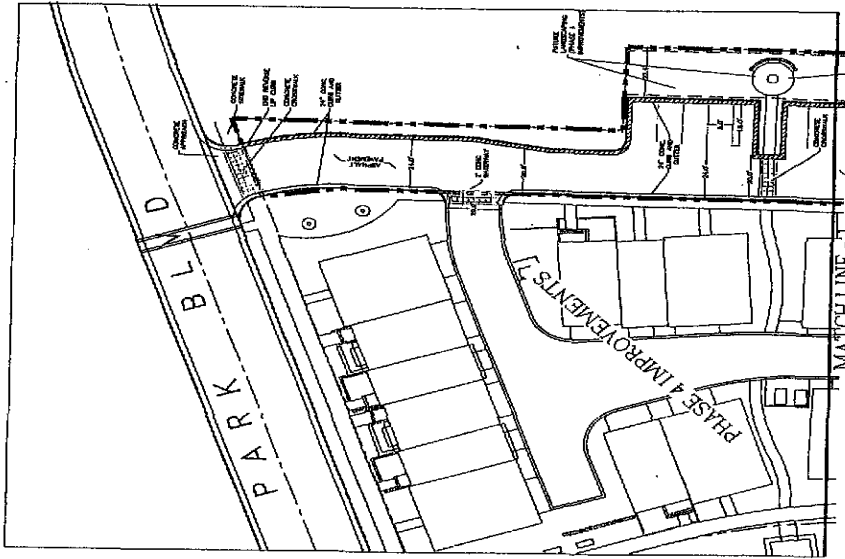
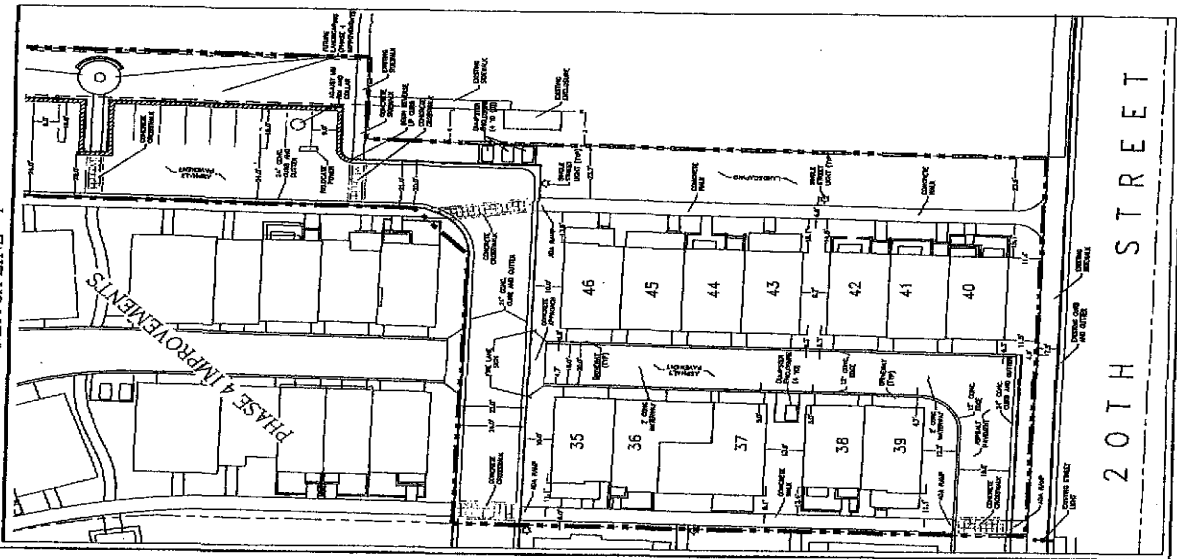


TABLE OF EXHIBITS

- Exhibit A. Amended Project Site Plan
- Exhibit B. New Building Elevations & Floor Plan Details
- Exhibit C. Landscaping Plan and Screening Details

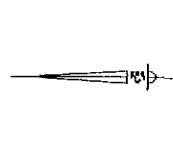
**EXHIBIT A**

# THE MEADOWS AT RIVER BEND PHASE 3



- PHASE 3 - BREAKDOWN**
- UNIT 35: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 36: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 37: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 38: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 39: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 40: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 41: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 42: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 43: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 44: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 45: PLAN 1, 2 AND 3 AND COVERED STAIR
  - UNIT 46: PLAN 1, 2 AND 3 AND COVERED STAIR

- DEVELOPMENT DATA - PHASE 3:**
1. SUBTOTAL ACRES: 48.264 SF / 1.11 AC
  2. PROPOSED COBERT: 18 UNITS
  3. ON SITE PARKING PROVIDED: 24 GARAGE SPACES
  4. TOTAL IMPROVEMENTS: 18,464 SF / 0.42 AC
  5. PHASE 3 LOT 7: 200,000 SF



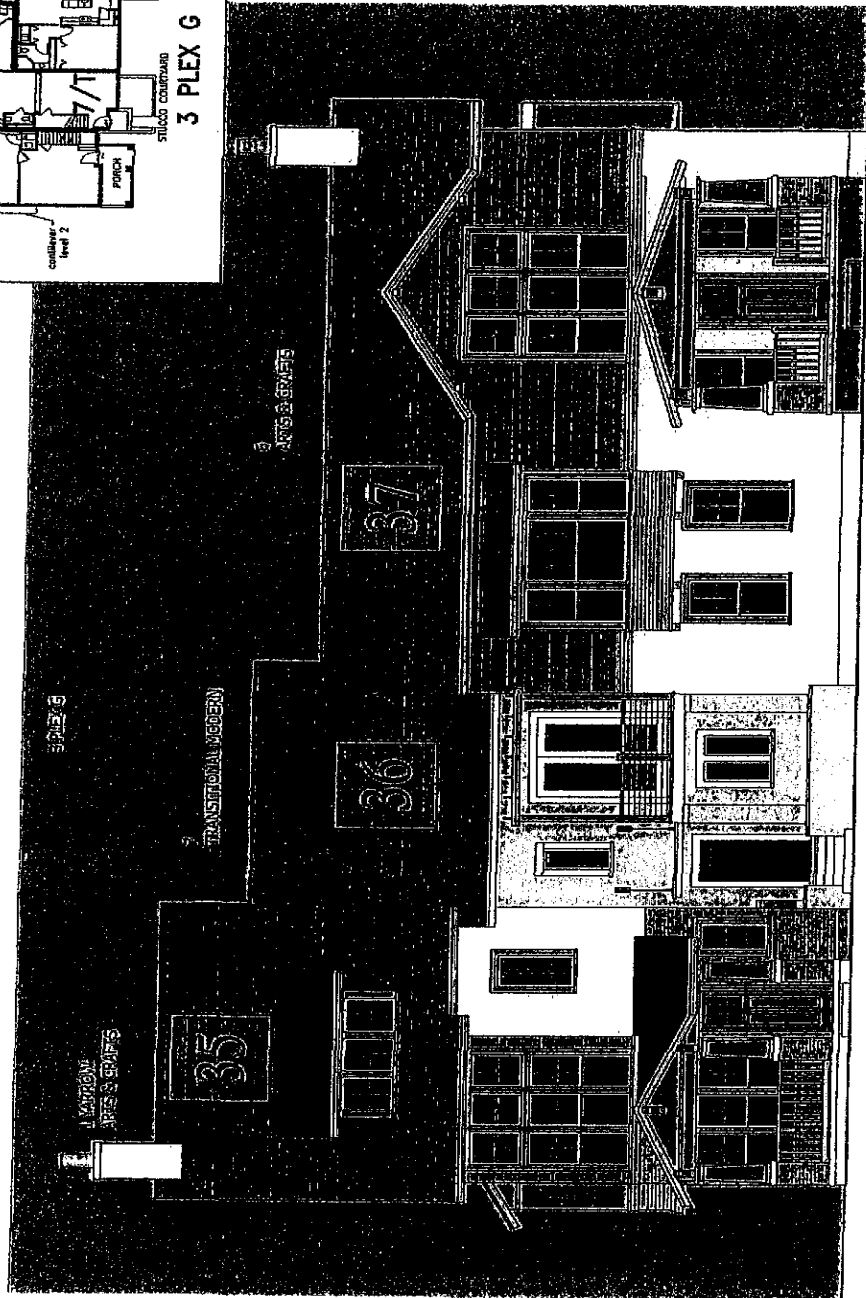
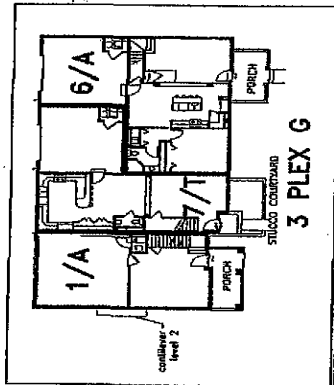
**NOTES:**

1. THIS UNIMPROVED ACCESS SHALL BE MAINTAINED WITH IMPROVEMENTS TO BE MADE. THE USER SHALL MAINTAIN ACCESS TO ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES.
2. FOR ADDITIONAL NOTES, SEE SHEET 20.
3. ALL NOTES SHALL BE READ IN CONJUNCTION WITH THE PREVIOUS SHEET.

		<b>GARDNER ENGINEERING</b> 1300 SOUTH 2500 WEST, SUITE 200, SALT LAKE CITY, UT 84119 TEL: (801) 487-2200 FAX: (801) 487-2200
<b>SOUTH RIVER LLC</b> <b>THE MEADOWS AT RIVER BEND</b> <b>SITE PLAN</b> OGDEN CITY, WEBBER COUNTY, UTAH		<b>S-1</b>
BOILER, T. M. SR. DATE: 4-20-13 DESIGN: J.D. CHECKED: J.H.	REVISIONS DATE: _____ DESCRIPTION: _____	EN 2750736 PG 11 OF 21

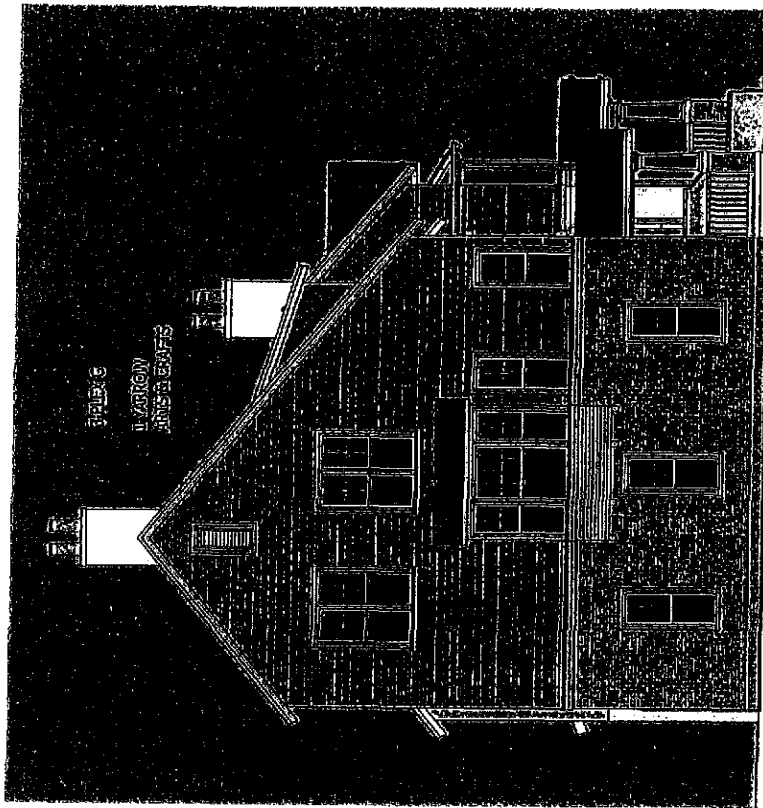
## **EXHIBIT B**

# 3 Plex G - Front



\*SketchUp model above depicts the change in material and its placement. Please note that the following slides with exterior specifications accurately represent the exterior finishes and color.

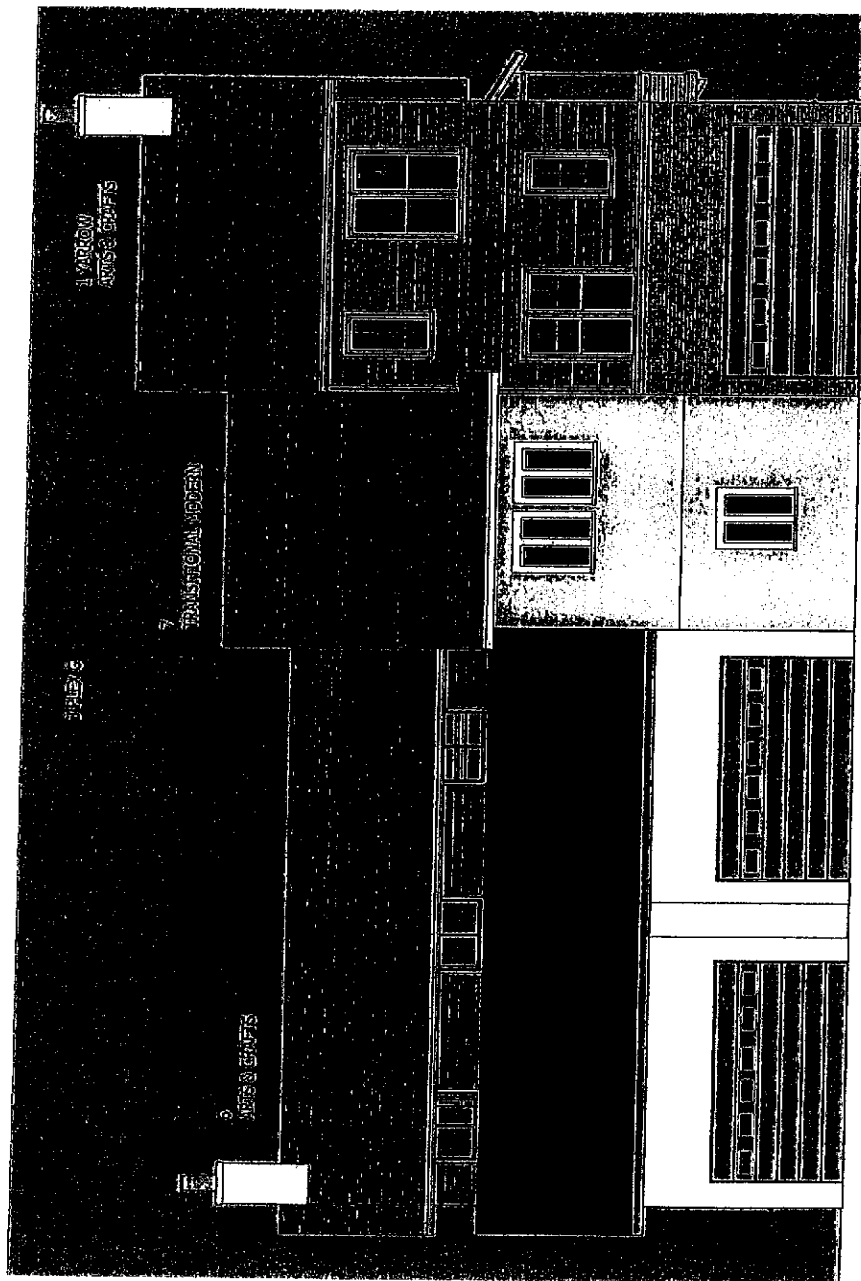
# 3 Plex G - Left



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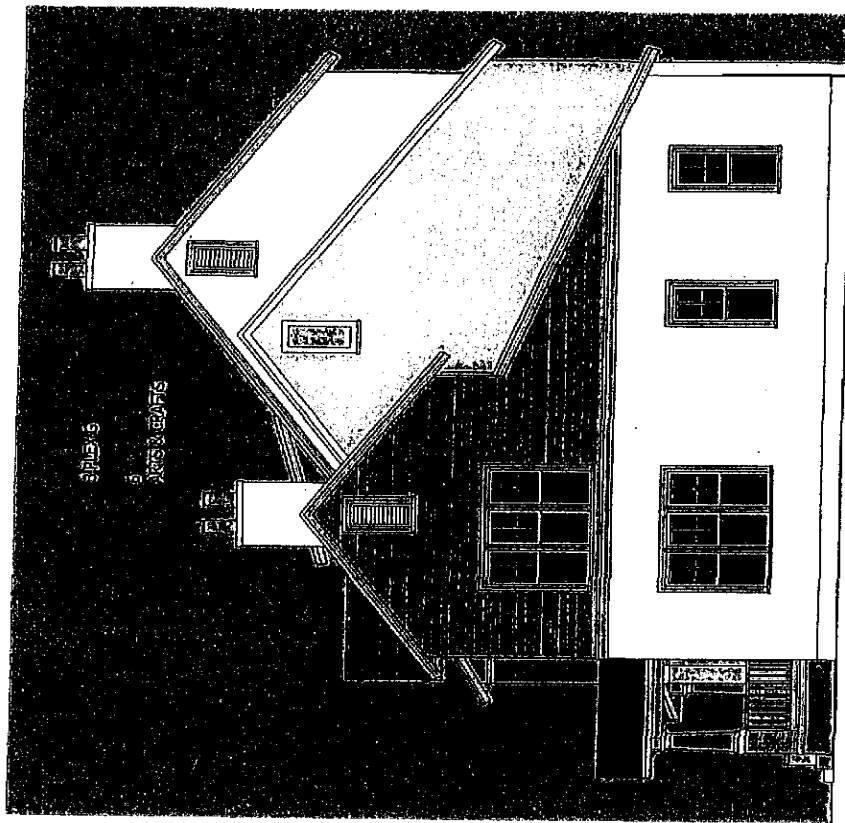
\*SketchUp model above depicts the change in material and it's placement. Please note that the following slides with exterior specifications accurately represent the exterior finishes and color.

# 3 Plex G - Rear



\*SketchUp model above depicts the change in material and it's placement. Please note that the following slides with exterior specifications accurately represent the exterior finishes and color.

# 3 Plex G - Right

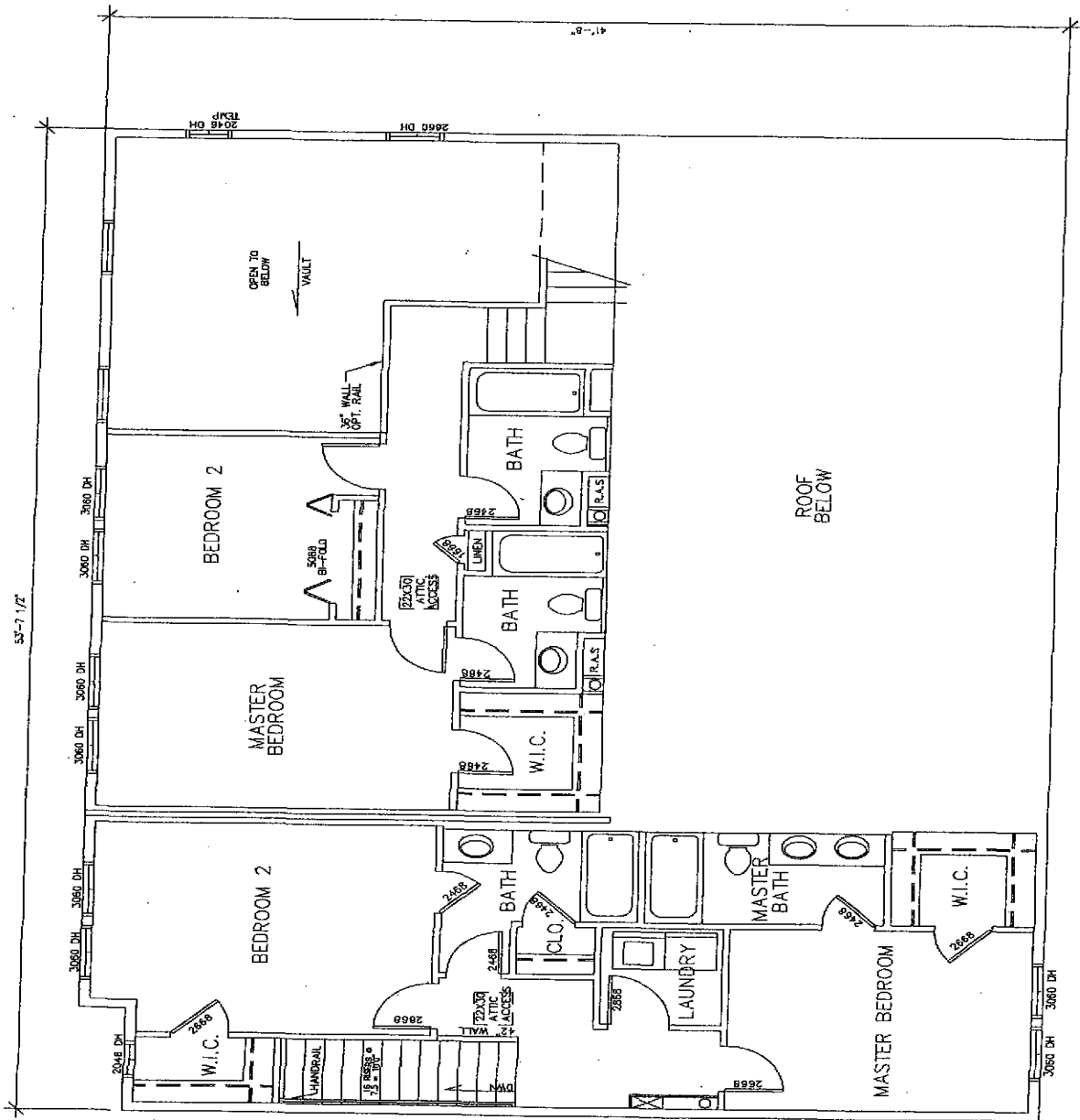


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\*SketchUp model above depicts the change in material and it's placement. Please note that the following slides with exterior specifications accurately represent the exterior finishes and color.







# EXHIBIT C

**GARDNER ENGINEERING**  
 1000 W. 1000 S. SUITE 100  
 OGDEN, UT 84403  
 PHONE: 435-468-4444 FAX: 435-468-4444

**SOUTH RIVER LLC**  
 THE MEADOWS AT RIVER BEND  
 LANDSCAPE PLAN  
 OGDEN CITY, WEBER COUNTY, UTAH

DATE: 11.18.18  
 DRAWN BY: [Redacted]  
 CHECKED BY: [Redacted]

REVISIONS:

NO.	DATE	DESCRIPTION

**Plant Schedule - River Bend Phase 3**

SYMBOL	PLANT	QUANTITY	DATE
1	1" CAL. "MIDWEST" PINE	100	11/18/18
2	2" CAL. "MIDWEST" PINE	100	11/18/18
3	4" CAL. "MIDWEST" PINE	100	11/18/18
4	6" CAL. "MIDWEST" PINE	100	11/18/18
5	8" CAL. "MIDWEST" PINE	100	11/18/18
6	10" CAL. "MIDWEST" PINE	100	11/18/18
7	12" CAL. "MIDWEST" PINE	100	11/18/18
8	14" CAL. "MIDWEST" PINE	100	11/18/18
9	16" CAL. "MIDWEST" PINE	100	11/18/18
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11	20" CAL. "MIDWEST" PINE	100	11/18/18
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99	196" CAL. "MIDWEST" PINE	100	11/18/18
100	198" CAL. "MIDWEST" PINE	100	11/18/18

