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E# 3282091 PG 1 OF 18  
Leann H. Kilts, WEBER COUNTY RECORDER  
03-May-23 11:02 AM FEE \$0.00 DEP SLW  
REC FOR: OGDEN CITY  
ELECTRONICALLY RECORDED

**MIXED USE ZONE DEVELOPMENT AGREEMENT**  
QUINCY AND 25<sup>TH</sup> At 872 25<sup>th</sup> Street, Ogden, Utah

This Mixed Use Zone Development Agreement, hereinafter referred to as "the AGREEMENT," is entered into this 25 day of April 2023, between Ogden City, a Utah municipal corporation, hereinafter referred to as "the CITY," and JF Development Group, LLC, a Utah limited liability company, hereinafter referred to as "DEVELOPER," and Ogden City Redevelopment Agency, 2549 Washington Boulevard, Ogden, Utah 84401, hereinafter referred to as "Agency". The City, Developer and Agency may each be hereinafter referred to as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Developer has proposed to develop a portion of the property within the Capitol Square Project Area (the "CSPA"), described in Exhibit A, which is attached and hereby incorporated herein; and

**WHEREAS**, The Capital Square Mixed Use Zone Project Master Plan, attached hereto as Exhibit B, contain development objectives, design objectives, and controls to achieve the purposes for which the Capital Square Mixed Use Zone was created; and

**WHEREAS**, Developer is prepared to comply with the Project Development Plan in the development of the land in the manner described in this Agreement in exchange increased density and development opportunities which are afforded it in the mixed-use zone;

**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:

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

Lot 1 And Lot 2 of Block 8, Plat B, Ogden City Survey

Agency owns the property. Developer, or its affiliated entities, has entered into a contract with the Agency to purchase the property.

2. **Project Configuration.** The "Project" is shown generally in Exhibit C, which is attached hereto. The Project would include approximately the following:

- o 176 apartment units
- o 5,396 square feet of space built to commercial standards together with podium parking on the ground floor
- o 193 parking spaces
- o Two rooftop (level 2) courtyards with amenities
- o Capitol Plaza along the north side of Project
- o A north-south paseo crossing the site

3. **Project Development Standards.**

- a. The Project shall comply with the development standards contained in Section 15-39-8 of the Ogden Municipal Code.
- b. The Project shall be in substantial conformity with the Project Master Plan, as determined by the Ogden Planning Commission.
- c. The Project shall achieve LEED, Enterprise Green Communities, Energy Star, or equivalent certification or demonstrate the Project uses design, construction, and operation methods that would be equivalent to achieving such certification.

4. **Development widths for public and private rights-of-way.**

- a. Access to the Project is anticipated to use the existing public rights-of-way on Quincy Avenue and 25<sup>th</sup> Street.
- b. Developer shall dedicate a minimum 8-foot-wide public access easement along the north-south paseo between Capitol Plaza and 25<sup>th</sup> Street.
- c. Developer shall dedicate a public access easement along the north 20 feet of the Project Area for Capitol Plaza.

5. **Description of public facilities, services and utilities.** The Project shall utilize public sewer, water, and storm drainage facilities existing in adjacent public rights-of-way. All sewer, water, and storm drainage facilities on the property shall be private.

6. **Recreational and open space facilities.**

- a. The Project includes the Capitol Plaza, which is to be a publicly accessible but privately maintained open space area. Developer shall install the walkway, landscaping, and other features shown on the approved development plan. Developer shall maintain this area and keep it publicly accessible.
- b. The Project will provide two rooftop courtyards of approximately 8,800 square feet and 7,500 square feet.

7. **Timing and Phasing of development.** The applicant is seeking housing funds for the Project. A decision is expected on these funds within one year. Construction timing will be governed by the Land Transfer and Development Agreement entered into by City and Developer.

8. **City approvals required.** Developer shall follow all existing City procedures and standards in constructing the Project. These include but are not necessarily limited to: site plan approval, storm water pollution prevention permits, building permits, and escrows and guarantees for public improvements.

9. **Agreements, conditions, and restrictions.** Developer shall complete and record appropriate covenants, conditions, and restrictions for each phase of the Project to ensure that the Project and

all Project features are adequately maintained and replaced in accordance with the terms of this Agreement, and the Project Master Plan.

10. **Periodic Reviews.** Until such time as Developer has completed its initial construction of all of the phases of the Project, the Project shall be subject to semi-annual reviews to ascertain compliance with the requirements of this Agreement. The purpose of such review is to provide an opportunity for City and Developer to resolve any issues relating to the Project and identify any changes to future construction or development which may be necessary to improve the Project. Developer agrees to provide any information or personnel deemed reasonably necessary by City to complete such reviews. The review process may include physical inspections of the property, improvements to the property, or unoccupied structures located on the property. These reviews are in addition to any inspections or reviews associated with building or other permits issued by City and in addition to those required as part of any code enforcement or other regulatory activity conducted by City.
11. **Duration, expiration, and termination.** This Agreement shall be in effect during the term of land use approval for the Project. Any extension of the land use approval under City processes shall automatically extend this Agreement. This Agreement will expire upon completion and final occupancy approval of all parts of the Project, except those provisions relating to ongoing maintenance of Capitol Square.
12. **Enforcement**
  - a. City may withhold building permits within the Project, whether applied for by Developer or any other person if Developer has failed at such time to comply with any provision of this Agreement.
  - b. City, at its discretion, may complete any work not performed or incorrectly performed by Developer, after first giving Developer written notice of the items that have not been completed or that have been improperly completed and an opportunity to cure such defect within thirty days. If City elects to complete any such work, it may file a lien against the Project property on which the City completed such work, including common area and individual lots, in the amount of its costs and expenses, including administrative expenses, and may seek a judgment against Developer, including City's court costs, expenses and attorney's fees. A lien filed pursuant to this section is subordinate to any mortgage, deed of trust, or other purchase money security interest recorded with the office of the Weber County Recorder prior to the date City's lien is filed.
  - c. In the event of any breach, or threatened breach, of this Agreement by either party hereto, the non-defaulting party shall have the right to any remedy available at law or in equity, including but not limited to, injunctive relief and specific performance.
  - d. As each phase of the Project is commenced, Developer shall provide City with an escrow for Project landscaping within such phase, walkways and other common area amenities described herein which are not otherwise included in the escrow requirement for public works improvements or building permits. Developer shall utilize the standard escrow

procedures used by city, including a warranty of such work for a period of one year after the work is completed.

- e. The use of any one of the remedies provided for in this section is not exclusive, and the City may resort to more than one remedy for each violation of this Agreement.
- f. All of the terms, agreements, and conditions contained in this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

13. **Amendment or Modification.** This Agreement may be amended, modified, or supplemented by the parties only by written modification, executed by the Parties hereto and attached to the original signed Agreement.

14. **Other Terms**

- a. No Third-Party Beneficiaries. The Parties have entered into this Agreement for their sole benefit and no third-party beneficiary is intended or created by the execution of this Agreement.
- b. Conflict Resolution. In the event there is any discrepancy between the terms of this Agreement and a specific provision of the Project Master Plan, the more specific provision shall prevail. If there is any doubt about which term is more specific, the Project Master Plan shall be controlling.
- c. Integration and Modification. This Agreement constitutes the entire agreement between the Parties and may not be modified, amended, or terminated except by an instrument in writing signed by both Parties.
- d. Appeals. If Developer believes that the any provision of this Agreement has been applied or interpreted incorrectly, it may appeal such application or interpretation to the Planning Commission, whose decision shall be final. An appeal must be made in writing within twenty days after the date on which the challenged application or interpretation is made. On appeal, the Planning Commission may not waive any requirement imposed by this Agreement.
- e. Recording. This Agreement 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.
- f. No Waiver. Any forbearance by either the City or the Developer in exercising any right or remedy afforded under this Agreement or by law shall not be a waiver or preclude the exercising of any such right or remedy.
- g. Runs with Land. This Agreement is a covenant against the land comprising the Project, shall run with the land, and shall be enforceable against any successor-in-interest to the Developer (including the Association), in whole or in part, of any portion of the Project.

14. Notices: Any notification required by this Agreement shall be made to the following addresses (or such other address as a Party may provide to the other Party in writing hereafter):

If to City:

Ogden City Planning Manager  
2549 Washington Boulevard  
Ogden, Utah, 84401

If to Developer:

JF Development Group, LLC  
Chad Bessinger  
1216 Legacy Crossing Boulevard Ste. #300  
Centerville, UT 84014

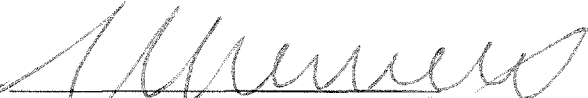
IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly executed on its behalf and \_\_\_\_\_ has caused the same to be duly executed on its behalf, on and as of the day and year first written above.




CITY:

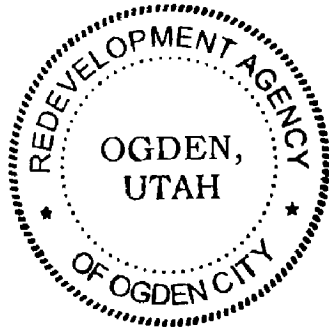
OGDEN CITY CORPORATION,

a Utah Municipal Corporation

By:   
Michael P. Caldwell, Mayor


ATTEST:

  
City Recorder - Chief Deputy

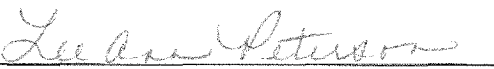


AGENCY:

OGDEN CITY REDEVELOPMENT AGENCY,

By:   
Michael P. Caldwell, Executive Director

ATTEST:

  
City Recorder - Chief Deputy

APPROVED AS TO FORM:

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

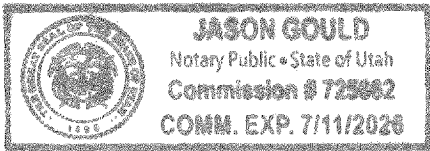
DEVELOPER:  
JF Development Group, LLC  
A Utah limited liability company

By: [Signature]  
Name/Title: Chad Bessinger / Owner

**ACKNOWLEDGMENTS**

STATE OF UTAH            )  
  :SS  
COUNTY OF WEBER        )

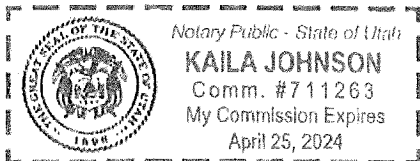
On this 25<sup>th</sup> day of April, 2023, personally appeared before me, Michael P. Caldwell, whose identity is personally known to me (or proved to me on the basis of satisfactory evidence) and who by me duly sworn (or affirmed), did say that he is the Mayor of Ogden City, a municipal corporation, and that the foregoing document was signed by him in behalf of said Ogden City, and that said Ogden City executed the same.



[Signature]  
Notary Public

STATE OF UTAH            )  
  :SS  
COUNTY OF DAVIS ~~WEBER~~        )

On this 22<sup>nd</sup> day of March, 2023, personally appeared before me, Chad Bessinger, who being by me duly sworn did say that he/she is the Manager of JF Development Group, LLC, a Utah limited liability company, and that the foregoing instrument was signed on behalf of said JF Development Group, LLC, and he/she acknowledged to me that said Manager executed the same.



[Signature]  
Notary Public

**LIST OF EXHIBITS**

- A. Map and Legal Description
- B. Capitol Square Project Master Plan
- C. Quincy and 25th Plan





**EXHIBIT A**  
To Mixed Use Zone Development Agreement  
Map And Legal Description

OGDEN CAPITOL SQUARE

PARCELS: 01-059-0006, 01-059-0001, 01-059-0038, 01-059-0011, 01-059-0012,  
2021-11-02

THE BASIS OF BEARING FOR THIS EASEMENT IS NORTH 1°18'13" EAST 766.74 FEET MEASURED BETWEEN THE FOUND MONUMENTS AT THE INTERSECTION OF 25TH STREET & QUINCY AVE. AND THE MONUMENT AT THE INTERSECTION OF 24TH STREET & QUINCY AVE.

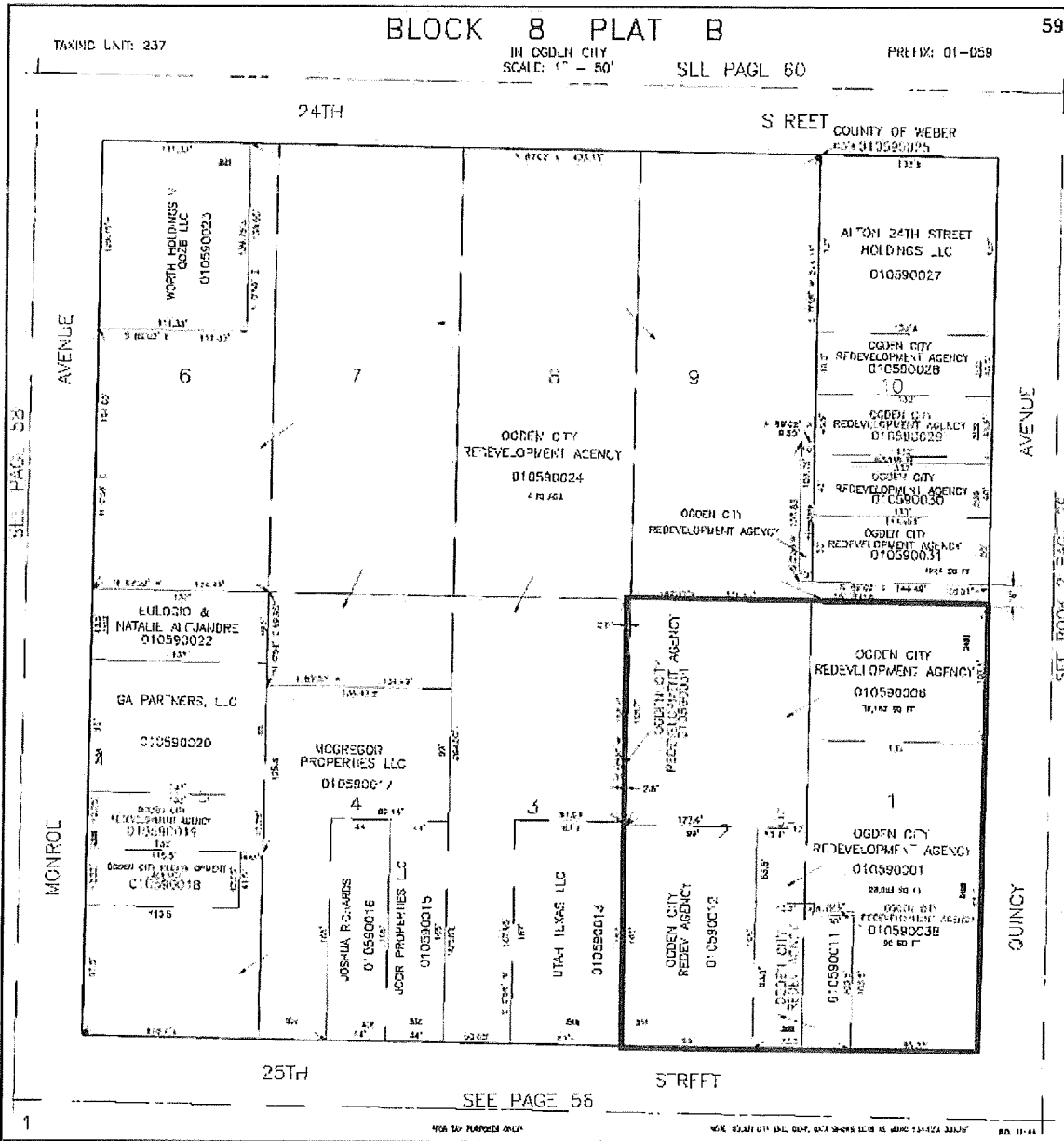
LOT 1 AND LOT 2 OF BLOCK 8, PLAT B, OGDEN CITY SURVEY, OR MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT WHICH IS ON THE SOUTHEAST CORNER OF BLOCK 8, PLAT B OGDEN CITY SURVEY SAID POINT BEING NORTH 1°18'13" EAST 49.50 FEET, AND NORTH 88°41'46" WEST 49.50 FEET, FROM THE FOUND MONUMENT AT THE INTERSECTION OF 25TH STREET AND QUINCY AVE. AND RUNNING THENCE ALONG THE NORTH ROW LINE OF 25TH STREET, NORTH 88°41'46" WEST 268.96, TO THE SOUTHWEST CORNER OF LOT 2, BLOCK 8 PLAT B; THENCE ALONG THE WESTERN LINE OF SAID LOT 2, NORTH 1°18'23" EAST 333.89 FEET, TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE ALONG THE NORTH LINE OF SAID LOT 2 AND LOT 1 OF THE BLOCK 8, PLAT B, SOUTH 88°41'30" EAST 268.94 FEET, TO THE WESTERN ROW LINE OF QUINCY AVE; THENCE ALONG SAID WESTERN ROW, SOUTH 1°18'13" WEST 333.87, FEET TO THE POINT OF BEGINNING.

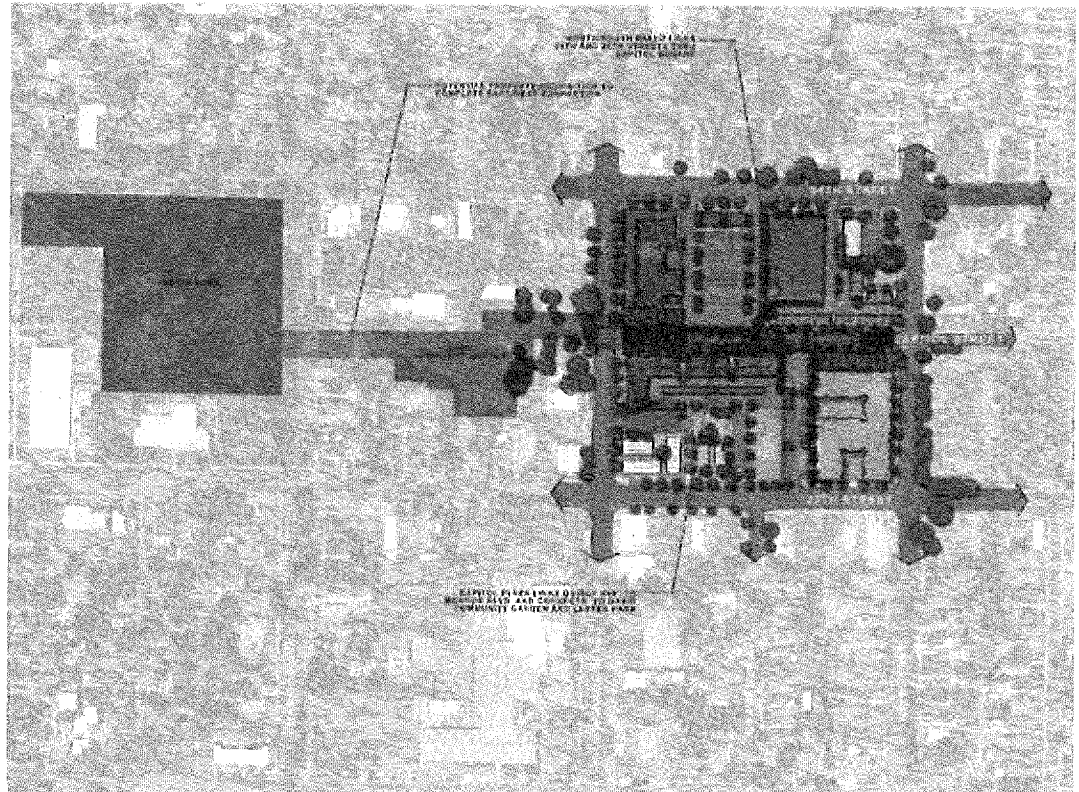
LOCATED IN THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 NORTH, RANGE 1 WEST.

CONTAINING 89,797 S.F. OR 2.061 ACRES.

**EXHIBIT A - continued**  
To Mixed Use Zone Development Agreement  
Map And Legal Description



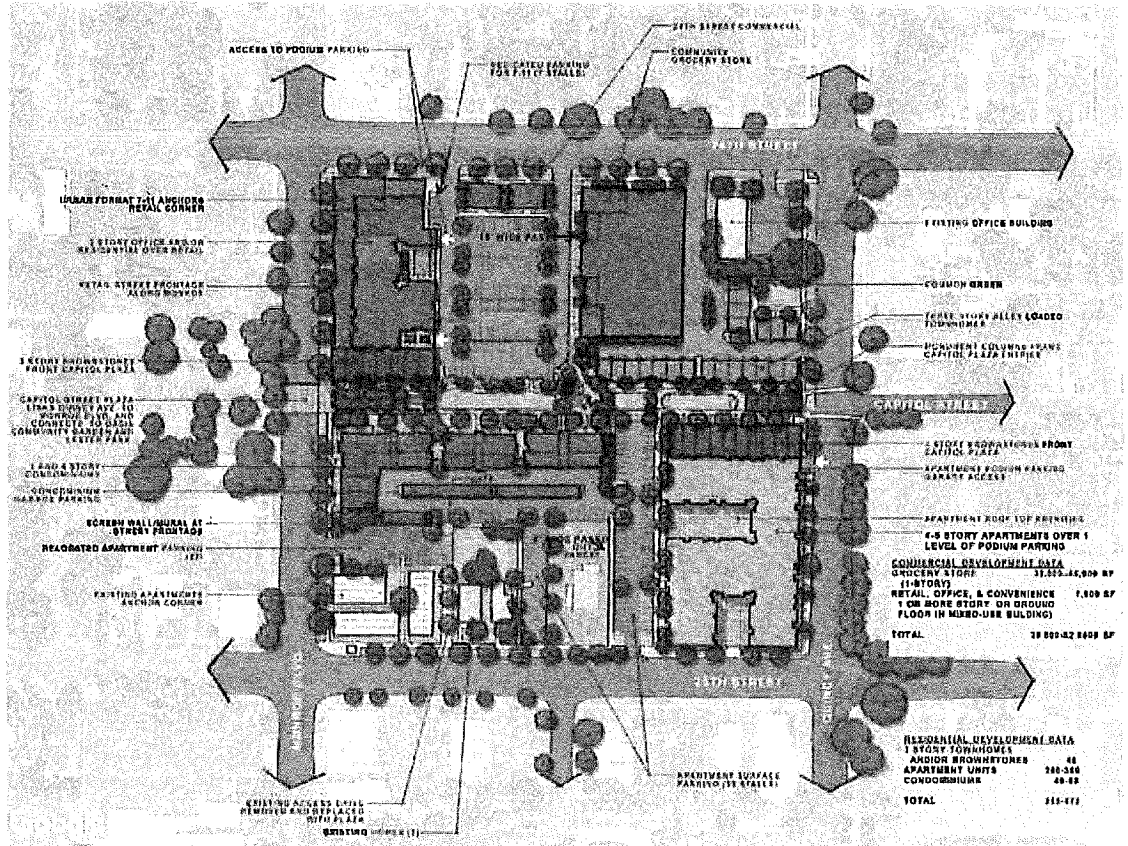
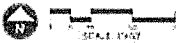
**EXHIBIT B**  
To Mixed Use Zone Development Agreement  
Project Master Plan



**CAPITOL SQUARE - OGDEN**

PROJECT MASTER PLAN - ADOPTED DECEMBER 14, 2021

**EXHIBIT B – continued**  
**To Mixed Use Zone Development Agreement**  
**Project Master Plan**



**CAPITOL SQUARE - OGDEN**

PROJECT MASTER PLAN - ADOPTED DECEMBER 14, 2021

• EXHIBIT C

To Mixed Use Zone Development Agreement  
Quincy and 25th Plan

**THE DEVELOPER'S NOTES:**  
 ALL NOTES AND DIMENSIONS SHALL CONTROL IN THE EVENT OF ANY CONFLICTS.  
 DIMENSIONS ARE APPROXIMATE.  
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**1. GENERAL NOTES:**  
 1.1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
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 1.6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 1.10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

**2. FINISHES:**  
 2.1. ALL FINISHES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 2.2. ALL FINISHES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 2.3. ALL FINISHES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 2.4. ALL FINISHES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 2.5. ALL FINISHES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.

**3. MATERIALS:**  
 3.1. ALL MATERIALS ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 3.2. ALL MATERIALS ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 3.3. ALL MATERIALS ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
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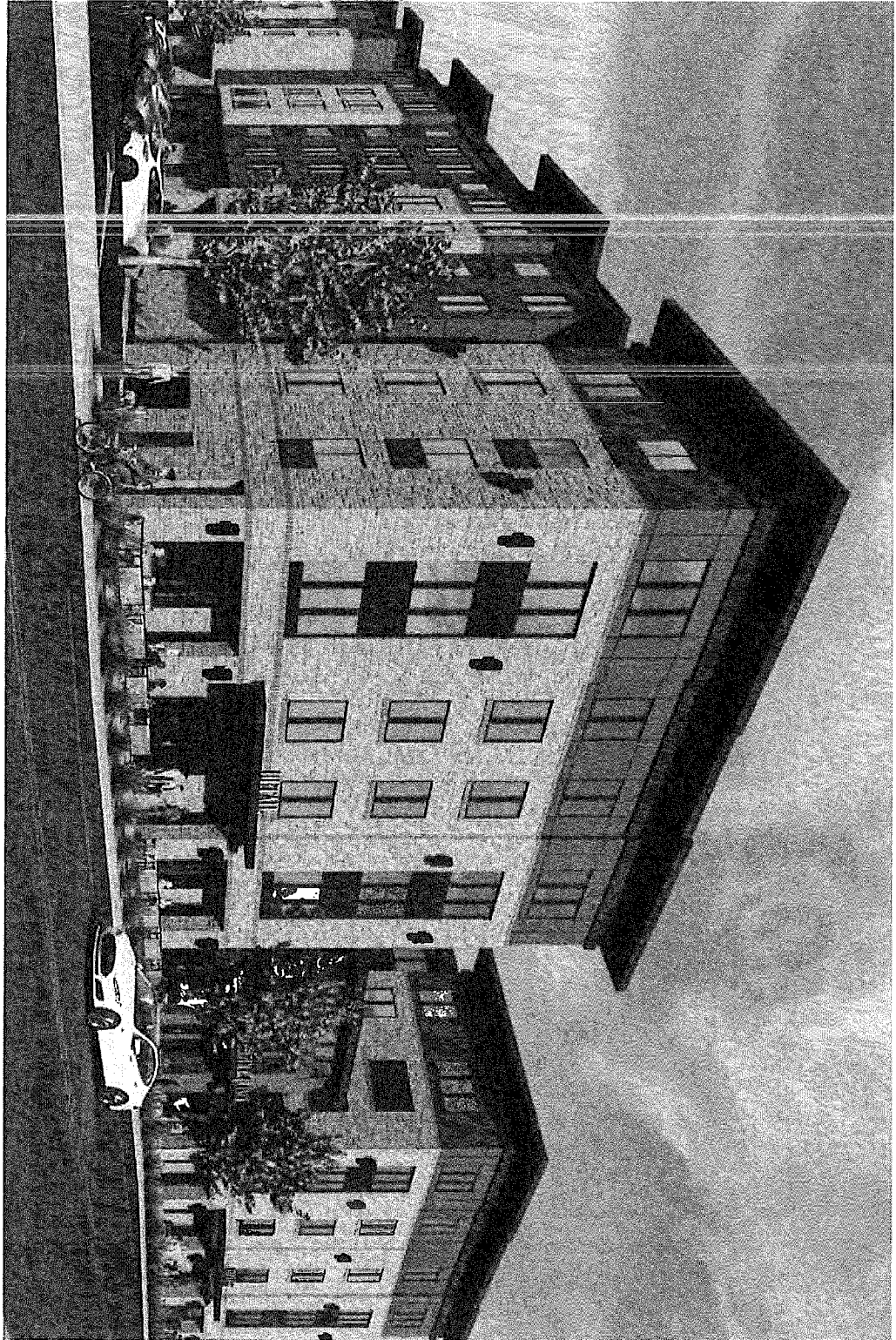
**4. UTILITIES:**  
 4.1. ALL UTILITIES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
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**5. SCHEDULING:**  
 5.1. ALL SCHEDULING IS TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
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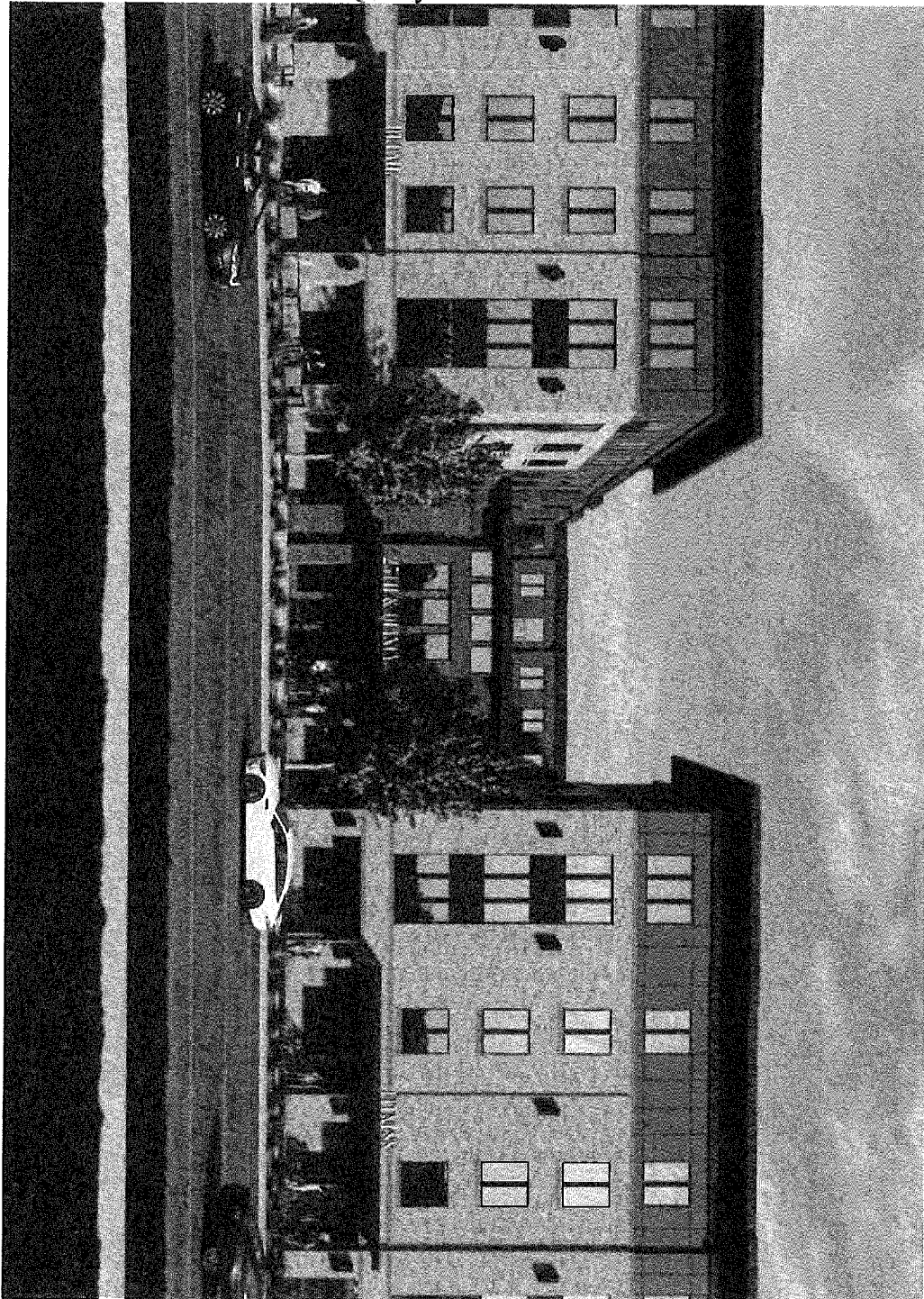
**6. OTHER NOTES:**  
 6.1. ALL OTHER NOTES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 6.2. ALL OTHER NOTES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 6.3. ALL OTHER NOTES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 6.4. ALL OTHER NOTES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.  
 6.5. ALL OTHER NOTES ARE TO BE AS SHOWN ON THE ARCHITECTURAL DRAWINGS.

**QUINCY & 25TH MULTIFAMILY**  
 2459 QUINCY AVE. OGDEN, UT 84401

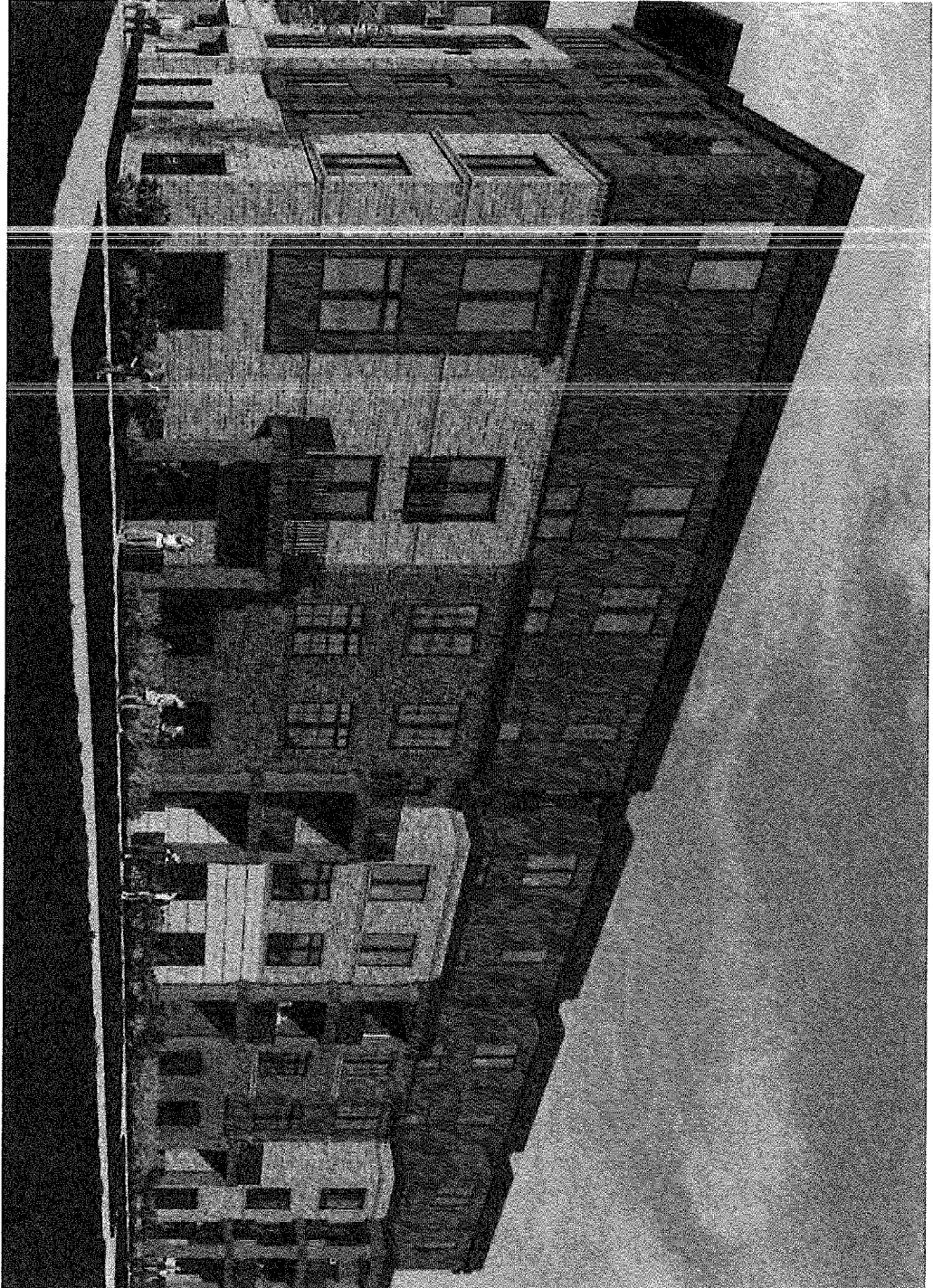
**EXHIBIT C - continued**  
To Mixed Use Zone Development Agreement  
Quincy and 25th Plan



**EXHIBIT C - continued**  
To Mixed Use Zone Development Agreement  
Quincy and 25th Plan

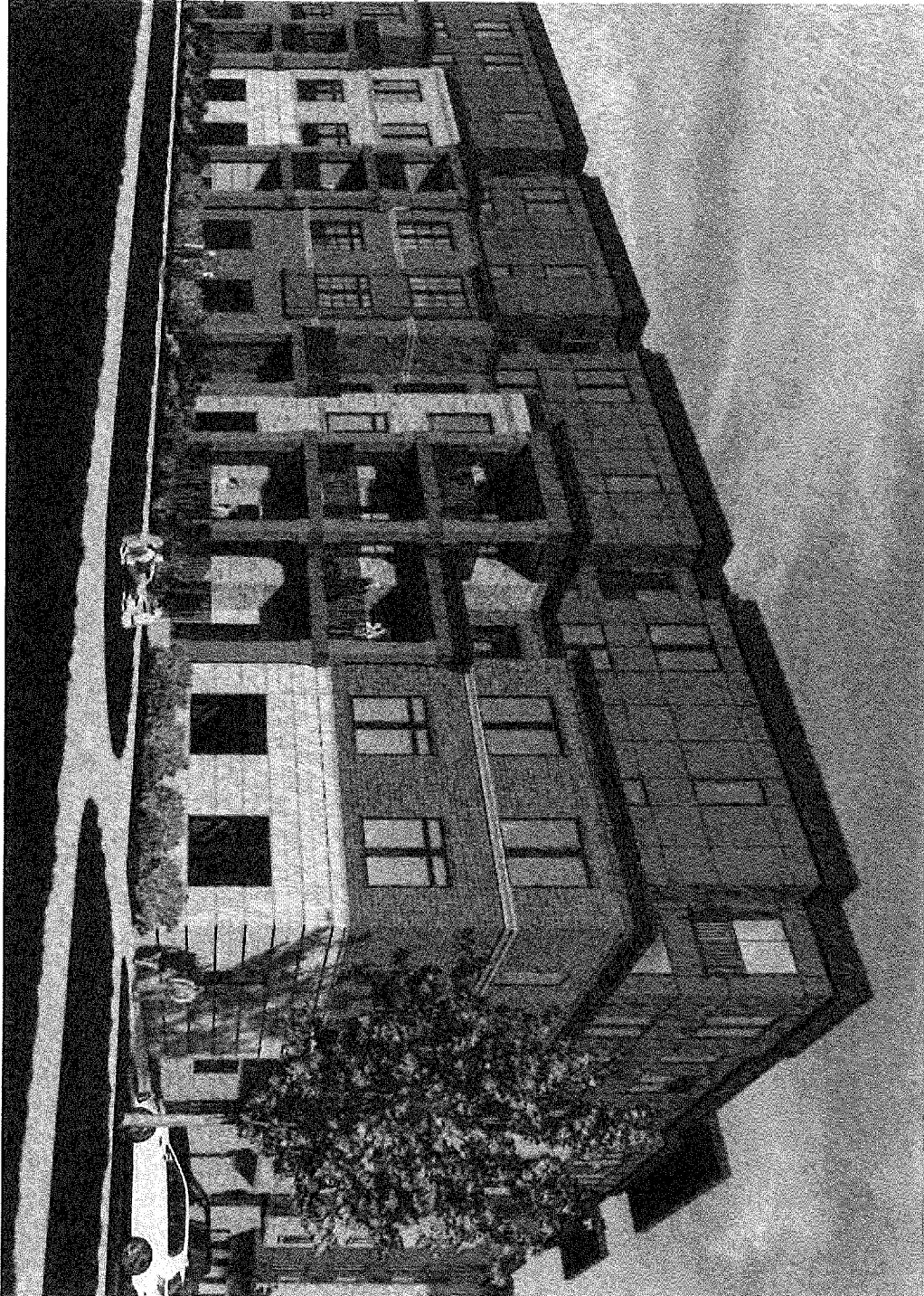


**EXHIBIT C - continued**  
To Mixed Use Zone Development Agreement  
Quincy and 25th Plan





**EXHIBIT C - continued**  
To Mixed Use Zone Development Agreement  
Quincy and 25th Plan



**EXHIBIT C - continued**  
**To Mixed Use Zone Development Agreement**  
**Quincy and 25th Plan**

<b>UNIT TABULATIONS</b>		
MODA GREENWELL		
UNIT TYPE	Square Footage	# of Units
1-1 (1 BED. UNIT)	667 sq. ft.	50
1-2 (1 BED. UNIT)	824 sq. ft.	3
1-3 (1 BED. UNIT)	669 sq. ft.	3
1-4 (1 BED. UNIT)	724 sq. ft.	8
1-5 (1 BED. UNIT)	611 sq. ft.	2
1-6 (1 BED. TYPE 'A' UNIT)	748 sq. ft.	2
2-1 (2 BED. UNIT)	967 sq. ft.	58
2-2 (2 BED. UNIT)	1,040 sq. ft.	16
2-3 (2 BED. UNIT)	1,038 sq. ft.	4
2-4 (2 BED. UNIT)	945 sq. ft.	12
2-5 (2 BED. UNIT)	918 sq. ft.	8
2-6 (2 BED. UNIT)	996 sq. ft.	8
2-7 (2 BED. TYPE 'A' UNIT)	1,008 sq. ft.	2
TOTAL NUMBER OF DWELLING UNITS		176