



W2806202

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LEANN H KILTS, WEBER COUNTY RECORDER
29-JUL-16 104 PM FEE \$.00 DEP DC
REC FOR: OGDEN CITY

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

This Third Amendment to the Mixed Use Zone Development Agreement is entered into on this 29th day of July, 2016, 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 is in the process of developing phases 3 and 4; 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 further amended the Development Agreement on August 12, 2015, which second amendment is recorded with the office of the Weber County Recorder as entry #2750736; 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: 03-040-0001-0015 ✓ MP

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: 03-073-0001-0022 ✓ MP

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").

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 (both in the Development Agreement and in the first and second amendments to the Development Agreement) 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 4 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 modified "L" shaped townhome floor plan and exterior design has been reviewed and approved by City for use in both Phase 3 and Phase 4, in the footprint shown on a recorded plat. 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. Landscaping and screening features in Phase 4 shall comply with the Design Guidelines and with Exhibit C, attached hereto.

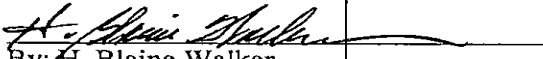
- e. The landscaped area shown on the east side of phase 3 (to the east of phase 4 buildings and the additional parking stalls) shall be completed as part of phase 4, as shown in Exhibit C and shall be included in the financial guarantee for phase 4.
 - f. The Association shall be responsible for care 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
 - g. 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, the First Amendment and the Second Amendment. If there is an express conflict between the Development Agreement, the First Amendment, or Second Amendment and this Third Amendment, the terms of this Third 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.

DEVELOPER:

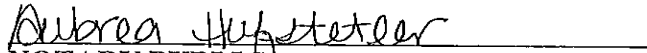
SOUTHRIVER, LLC, a Utah limited liability company


By: H. Blaine Walker
Its: Manager

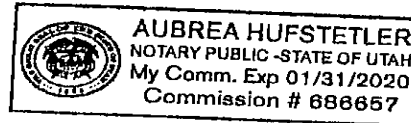
STATE OF UTAH)
):ss.
COUNTY OF Weber)

I hereby certify that on this 11th day of July, 2016, 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.


NOTARY PUBLIC

My Commission Expires: 01/31/2020



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

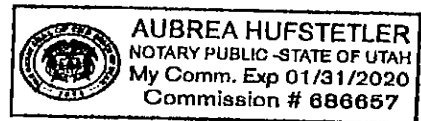
STATE OF UTAH)
)
:ss.
COUNTY OF Weber)

I hereby certify that on this 11th day of July, 2016, 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.

Aubrea Hufstetler
NOTARY PUBLIC

My Commission Expires: 01/31/2020



ASSOCIATION:

THE MEADOWS AT RIVERBEND HOMEOWNERS' ASSOCIATION, INC, a Utah non-profit company

H. Blaine Walker
By:
Its:

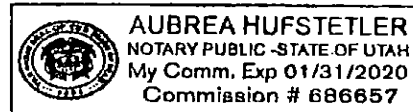
STATE OF UTAH)
)
:ss.
COUNTY OF ~~SALT LAKE~~)
WEBER

I hereby certify that on this 11th day of July, 2016, before the subscriber, a Notary Public of the State of Utah, and for the County of ~~Salt Lake~~ ^{WEBER}, personally appeared H. Plaine 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.

Aubrea Hufstetler
NOTARY PUBLIC

My Commission Expires: 01/31/2020



CITY:

OGDEN CITY, a Utah municipal corporation

Michael P. Caldwell
Mayor

Attest:

Lee Ann Peterson
City Recorder - Chief Deputy



Approved as to Form:

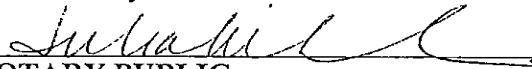
[Signature]
City Attorney

STATE OF UTAH)
:SS.
COUNTY OF Weber)

I hereby certify that on this 27th day of July, 2016, 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:

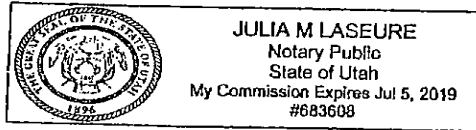
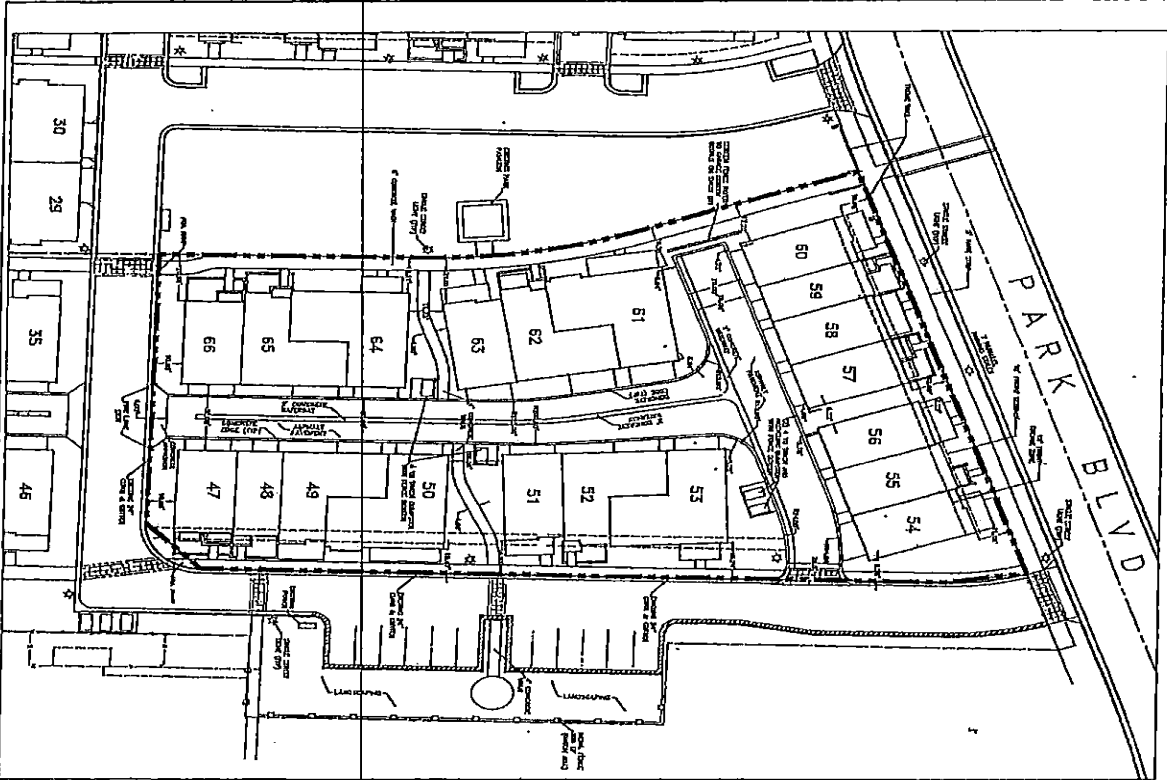


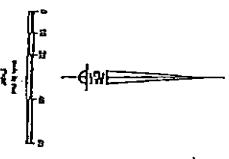
TABLE OF EXHIBITS

Exhibit A.	Amended Project Site Plan
Exhibit B.	Modified Building Elevations & Floor Plan Details
Exhibit C.	Phase 4 Landscaping Plan and Screening Details

THE MEADOWS AT RIVER BEND
PHASE 4



NOTES:
1. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED ON THE RECORD PLAT FOR THE MEADOWS AT RIVER BEND, PHASE 4, AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF HENRICO, VIRGINIA, ON 08/14/2013.
2. THE PROPERTY LINES SHOWN ON THIS PLAN ARE BASED ON THE RECORD PLAT FOR THE MEADOWS AT RIVER BEND, PHASE 4, AS FILED IN THE PUBLIC RECORDS OF THE COUNTY OF HENRICO, VIRGINIA, ON 08/14/2013.
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PHASE 4 - BREAKDOWN	
UNIT 01	1.00000000
UNIT 02	1.00000000
UNIT 03	1.00000000
UNIT 04	1.00000000
UNIT 05	1.00000000
UNIT 06	1.00000000
UNIT 07	1.00000000
UNIT 08	1.00000000
UNIT 09	1.00000000
UNIT 10	1.00000000
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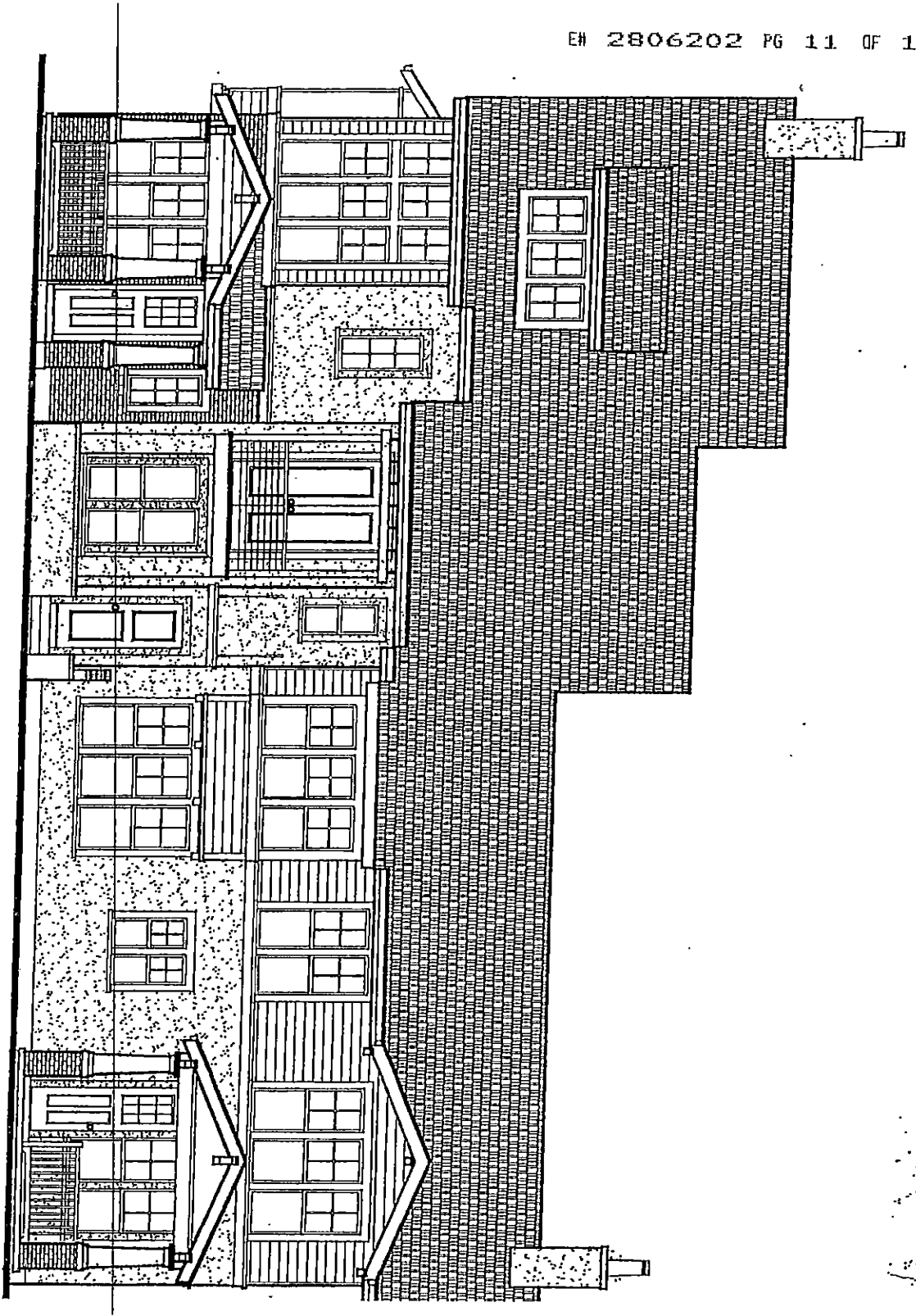


SOUTH RIVER LLC
THE MEADOWS AT RIVER BEND - PHASE 4
SITE PLAN



DATE	REVISION	DESCRIPTION

S-1

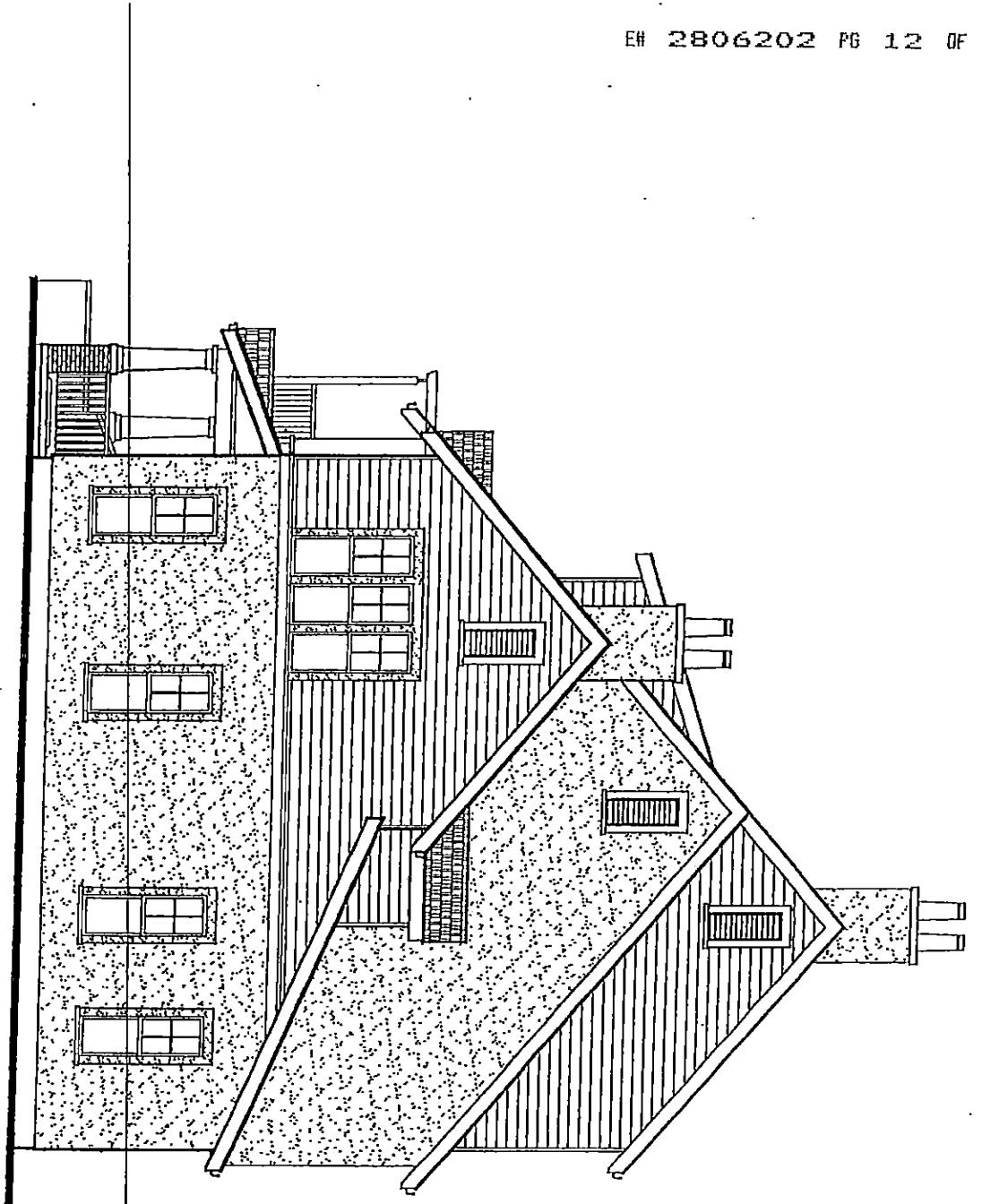


PLAN 1
ARTS & CRAFTS

PLAN 7
TRADITIONAL MODERN

PLAN 6
ARTS & CRAFTS

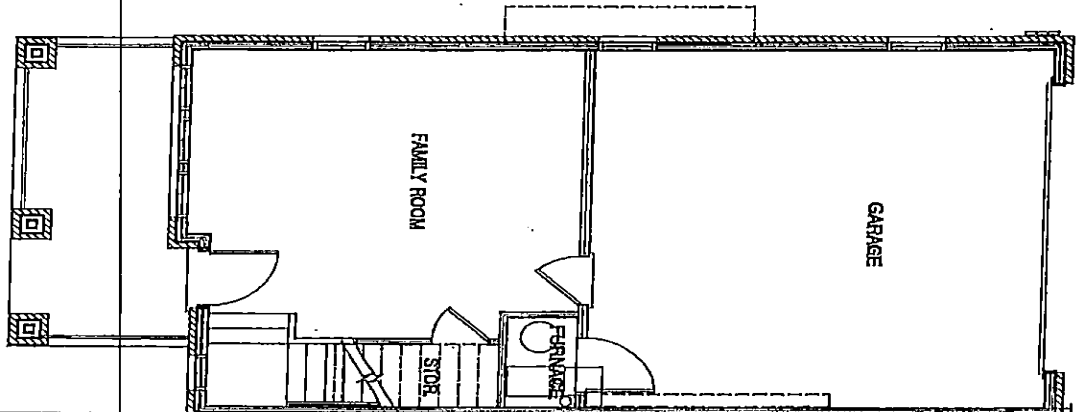
3 PLEX L - FRONT ELEVATION



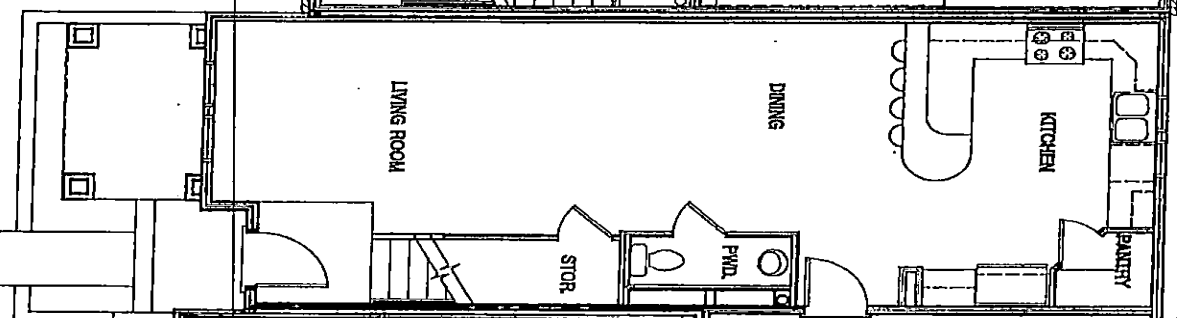
PLAN 6
ARTS & CRAFTS

3 PLEX L - RIGHT SIDE ELEVATION

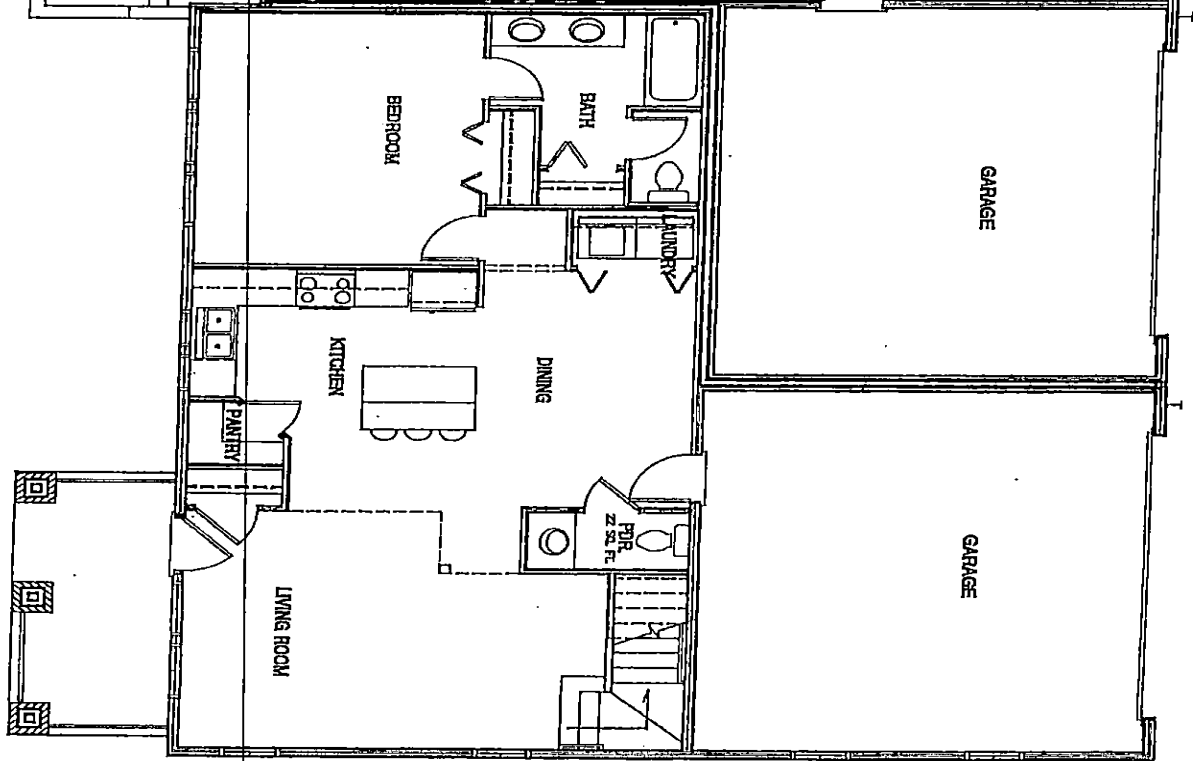
PLAN 1 YARROW
ARTS & CRAFTS



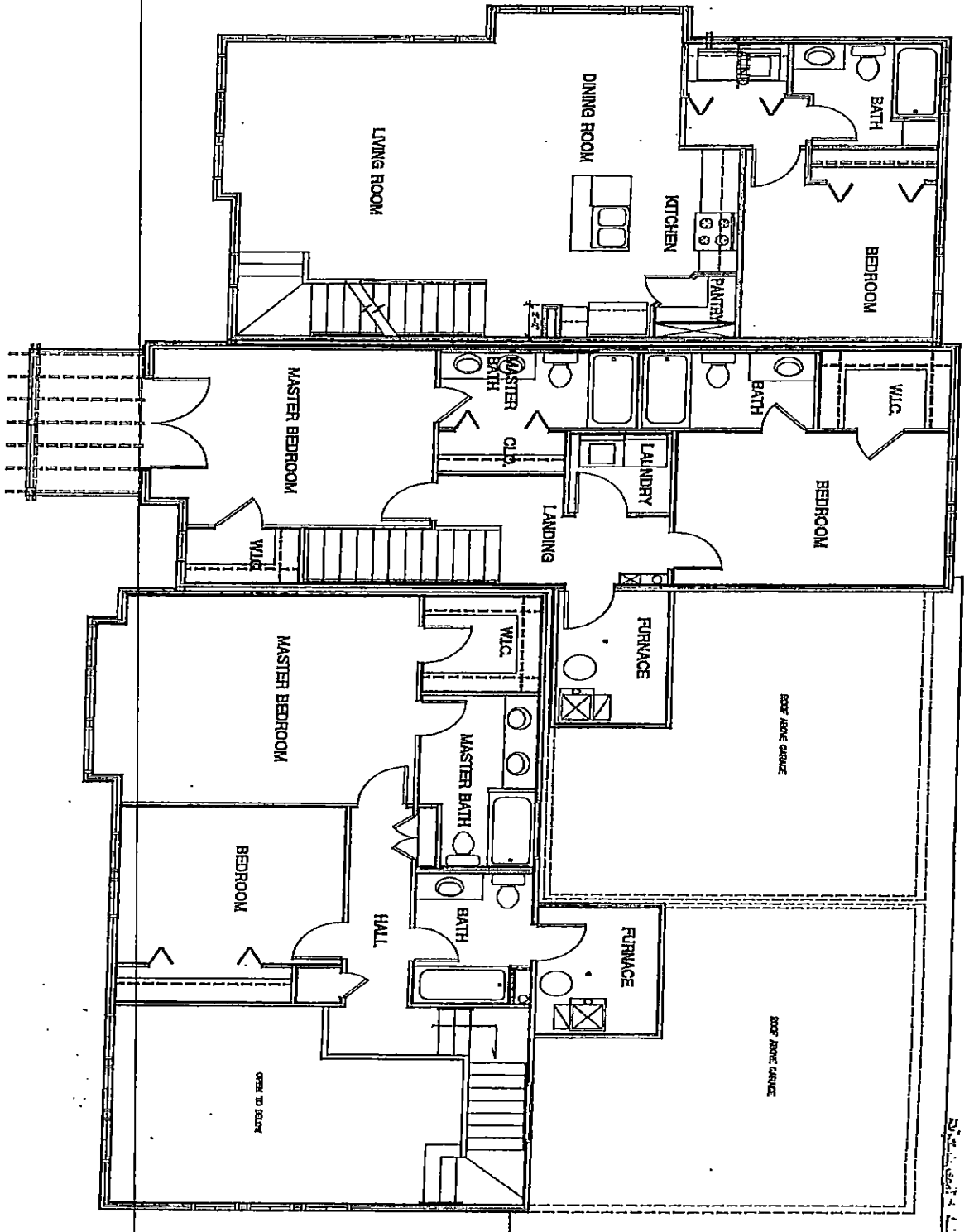
PLAN 7 CEDAR
TRANSITIONAL MODERN



PLAN 6 CYPRESS
ARTS & CRAFTS



3 PLEX L - FIRST LEVEL PLAN

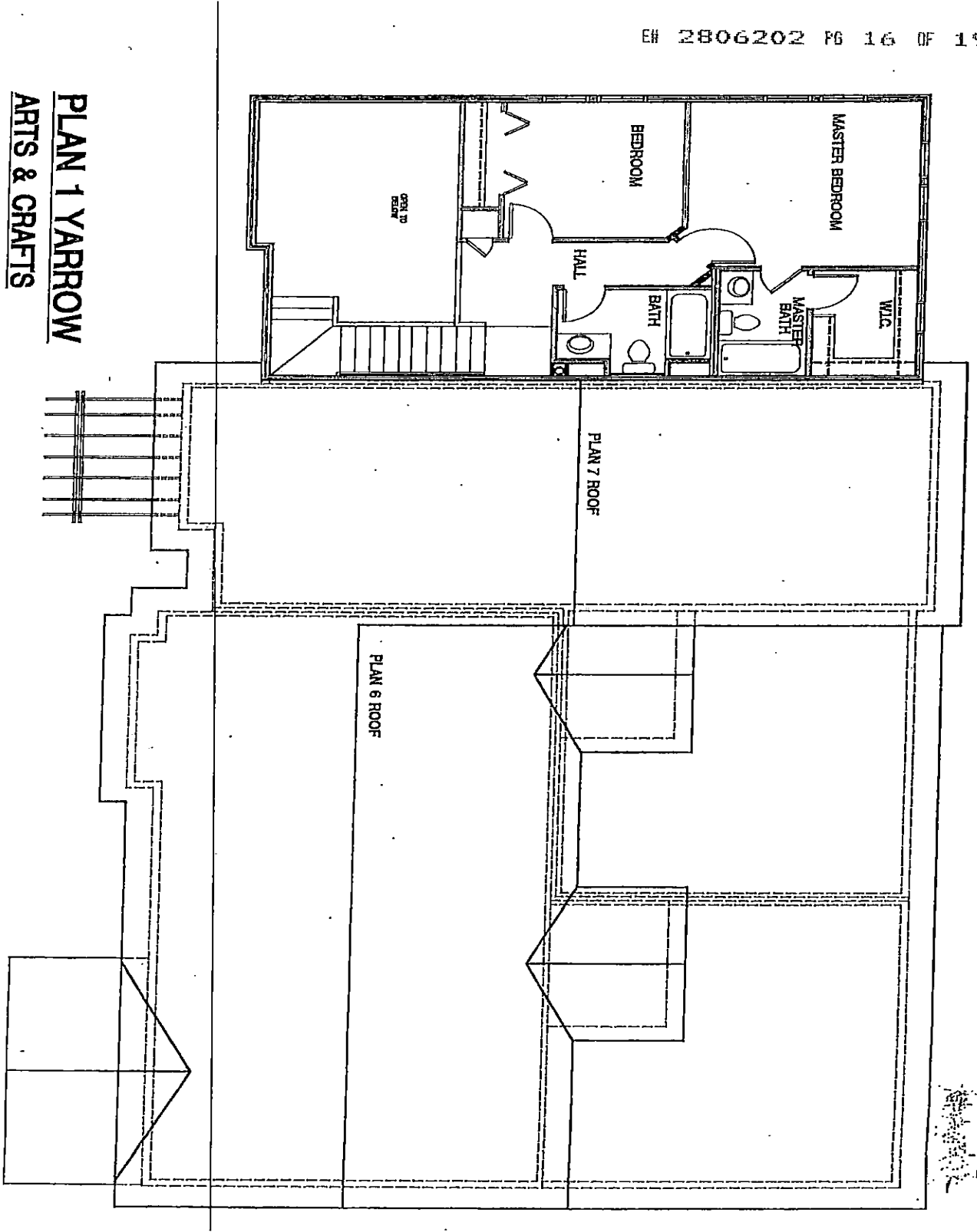


PLAN 1 YARROW
ARTS & CRAFTS

PLAN 7 CEDAR
TRANSITIONAL MODERN

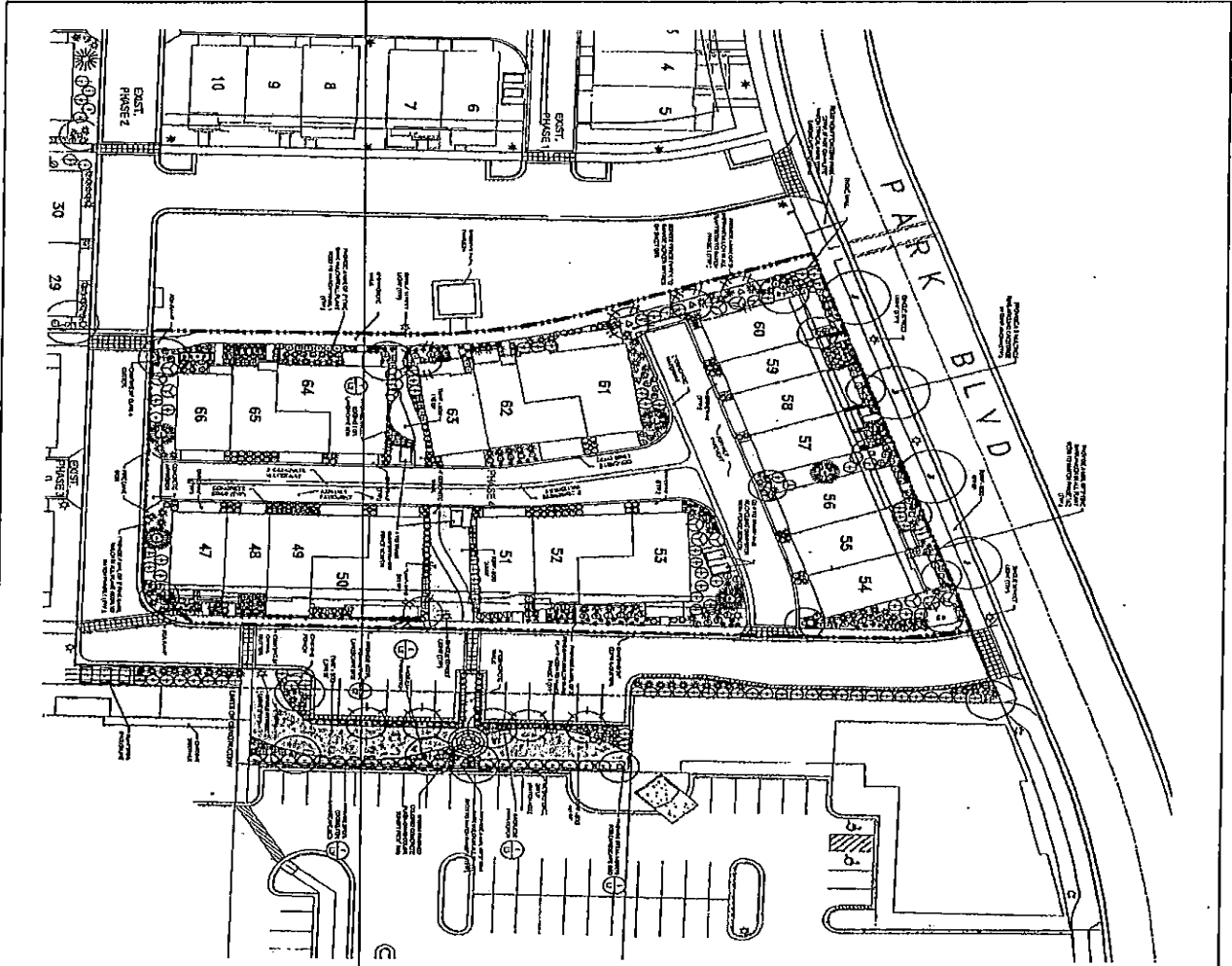
PLAN 6 CYPRESS
ARTS & CRAFTS

3 PLEX L - SECOND LEVEL PLAN



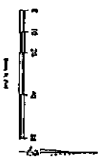
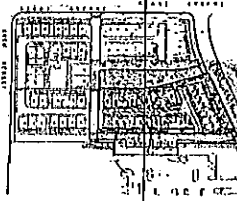
PLAN 1 YARROW
ARTS & CRAFTS

3 PLEX L - THIRD LEVEL PLAN

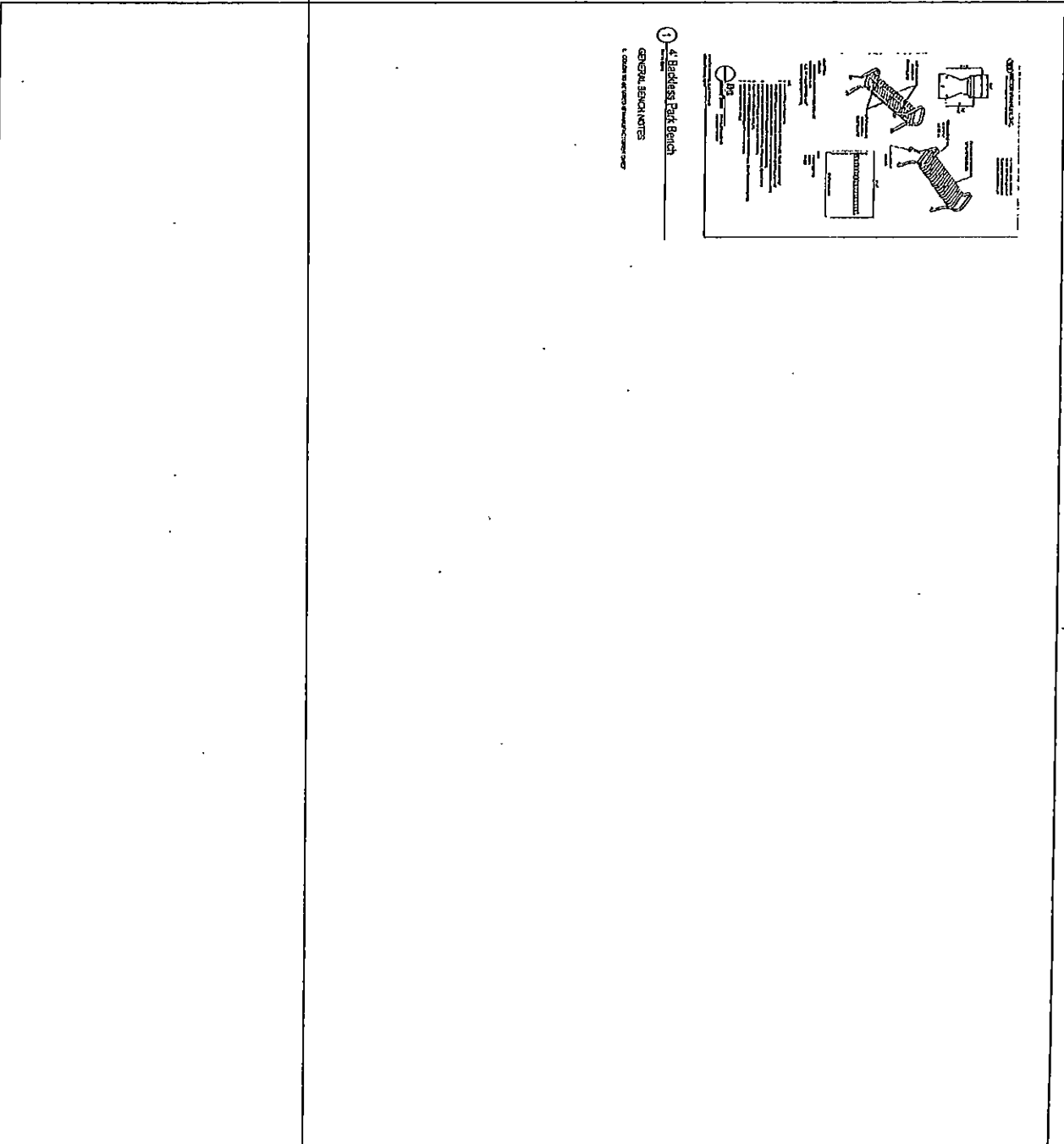


Plant Schedule - River Bend Phase 4

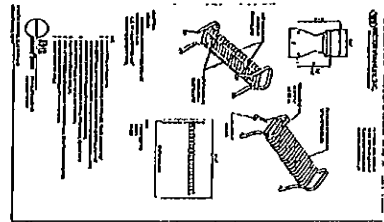
PLANT	QUANTITY	NOTES
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67	1200	Small Spiraea 2.5' Spread



	SOUTH RIVER LLC THE MEADOWS AT RIVER BEND LANDSCAPE PLAN OGDEN CITY, WEBER COUNTY, UTAH			REVISION DATE DESCRIPTION	SCALE: 1" = 30' DATE: JUNE 2011 DESIGN: DJ DRAWN: TX CHECKED:
	DWG. - 4.0.01 (Rev. 11.04.2010)				



① Backless Park Bench
 GENERAL NOTES
 1. SEE DRAWING FOR DIMENSIONS AND MATERIALS



L-3



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



DATE	REVISION DESCRIPTION	SCALE
		DATASET 2014
		DESIGNER
		DRAWN BY
		CHECKED BY

DWG: 2806202-19-01-0000-0000-0000