

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and adopted which have been adopted by the City, or parts, which conflict with this Ordinance, are, for such conflict, repealed, except this repeal will not be construed to revive any act, order or resolution, or part, repealed.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

ATTACHMENT "A"

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.

19 May 20

CONTRACT COVERSHEET

At which council meeting would you like this agreement considered? May 14, 2020 PC Meeting

With whom are we contracting? Urban Land Group

For what are we contracting? Amendment to original Development Agreement

What is contract effective date? Unknown What is the term? _____

Does the contract contain extension provisions? Yes No

If yes, what are the terms and how are they triggered?

What are the conditions of the termination notice? _____

Who in the city should be notified when this contract is ready to expire?
Matt Dixon, City Manager

Who is the contact person for the contracting entity/business?

Name: Ron Martinez
Phone: 801.540.4134
Email: ronmartinez.awd1@gmail.com
Address: _____

City Manager Review
Date: 05/05/2020
Initial: MJD

Legal Review
Date: 14 May 20
Initial: KDB

Finance Review
Date: 4/27/2020
Initial: SL

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: _____
City Recorder

By: _____
Title: _____

STATE OF UTAH)

:ss.

COUNTY OF WEBER)

On the _____ day of _____, 2020, personally appeared before me _____, who being duly sworn, said that he is the _____ 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 _____ acknowledged to me that the City executed the same.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

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: _____

Title: _____

STATE OF _____)

:ss.

COUNTY OF _____)

On the _____ day of _____, 2020, personally appeared before me _____, who being by me duly sworn, did say that as a _____ 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.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:
