



Ogden City

Redevelopment Agency Special Meeting Agenda

November 24, 2015 – *immediately following the City Council meeting which begin at 6:00 p.m.*

City Council Chambers

Municipal Building – Third Floor

2549 Washington Boulevard, Ogden, UT 84401

1. Roll call.
2. Common Consent: *(Voice vote)*
 - a. **FY2016 Budget Amendment – Sale of Land Proceeds.** Proposed Resolution 2015-20 amending the budget for the Fiscal Year July 1, 2015 to June 30, 2016 by increasing the anticipated revenues and appropriations for a gross increase of \$248,000. *(Set public hearing for December 8, 2015)*
3. Reports from Administration:
 - a. **Quality Neighborhood Initiative.** Proposed Resolution 2015-21 adopting the Quality Neighborhood Initiative for urban renewal related to the City's legacy neighborhoods. *(Adopt/not adopt resolution – roll call vote)*
 - b. **Acquisition and Demolition of Properties.** Proposed Resolution 2015-22 approving the acquisition and demolition of properties located at 550 24th Street and 2355 Porter Avenue. *(Adopt/not adopt resolution – roll call vote)*
4. Public Comments. This is an opportunity to address the Board regarding your concerns or ideas for the Ogden Redevelopment Agency (RDA). Please state your name and address clearly for the record and limit your comments to three minutes.
5. Comments:
 - a. RDA Executive Director
 - b. Board members
6. Adjournment.

Reminder: A City Council work session will be held immediately following the Special Redevelopment Agency meeting in the Council work room. The purpose of the work session is to discuss accessory dwelling units, receive the first quarter FY2016 budget report, and discuss Council business.

~~~~~

In compliance with the Americans with Disabilities Act, persons needing auxiliary communicative aids and services for these meetings should contact the Management Services Department at 629-8701 (TDD# 629-8949) or by email: [ADACompliance@ci.ogden.ut.us](mailto:ADACompliance@ci.ogden.ut.us) at least 48 hours in advance of the meeting.

### CERTIFICATE OF POSTING

The undersigned, duly appointed City Recorder, does hereby certify that the above notice and/or agenda was posted in three public places within the Ogden City Limits on this 20th day of November, 2015. These public places being: 1) City Recorder's Office on the 2nd floor of the Municipal Building; 2) 2nd floor foyer of the Municipal Building; and 3) the Weber County Library. A copy was posted to the Utah State Public Notice Website and the Ogden City Website, as well as provided to the Standard-Examiner.

TRACY HANSEN, MMC  
OGDEN CITY RECORDER



# Redevelopment Agency Meeting BOARD STAFF REVIEW

## **FY2016 BUDGET AMENDMENT (\$248,000)**

- *Recognize and Appropriate Proceeds from Sale of Property at 25<sup>th</sup> and Adams (\$248,000)*

**DETERMINATION:** Set or Not Set Public Hearing for December 8, 2015

---

### *Executive*

#### *Summary*

The Board will consider setting a public hearing on a proposed Resolution amending the FY2016 Budget to recognize and appropriate the transfer of funds from the City's General Fund to the RDA Housing account. Funds will be used to purchase property at 550 24<sup>th</sup> Street.

#### *Background*

During the fiscal year, the Board entertains requests for budget adjustments to allow for the following:

1. Entering grant or other special purpose revenues into the budget prior to expenditure.
2. Making mid-course corrections to avoid budget overruns.
3. Forwarding encumbrances from the previous fiscal year.
4. Other items dealing with special circumstances or opportunities.

The Uniform Fiscal Procedures Act for Utah Cities requires that a public hearing be held on all budget adjustments where the budget of one or more funds is increased. (Utah Code Ann. §10-6-127.) Notice of the public hearing must be given seven (7) days prior to the hearing. (Utah Code Ann. §10-6-113.)

#### **November 4, 2015**

The Administration transmitted a request to amend the FY2016 Budget to recognize and appropriate a transfer of funds from the City to facilitate purchase of property at 550 24<sup>th</sup> Street.

#### *Proposal*

The Administration is requesting that the Board amend the FY2016 Budget by recognizing \$248,000 transferred from the



# Redevelopment Agency Meeting BOARD STAFF REVIEW

City's General Fund and appropriated to the RDA Housing Fund. These funds are the proceeds from a sale of City property located at 25<sup>th</sup> and Adams. The Administration is proposing that these funds be transferred to the RDA to facilitate the purchase of property at 550 24<sup>th</sup> Street. A housing development is planned for the property at 550 24<sup>th</sup> Street.

---

**Board Staff Contact: Janene Eller-Smith, (801)629-8165**

RECEIVED

NOV 04 2015

OGDEN CITY  
COUNCIL OFFICE

**REDEVELOPMENT AGENCY TRANSMITTAL**

Date: October 22, 2015  
To: Ogden City Redevelopment Agency Board  
From: Lisa Stout, Comptroller  
RE: Budget Opening – RDA Housing Funds

Staff Contact: Lisa Stout, Comptroller, ext. 8713   
Recommendation: Set public hearing and adopt resolution and ordinance  
Documents: - Resolution  
- Schedule A (Revenue)  
- Revenue Detail Schedule  
- Schedule B (Appropriations)  
- Appropriation Detail Schedule

**Executive Summary**

The purpose of this action is to appropriate a transfer of \$248,000 from Ogden City to the Redevelopment Agency. The \$248,000 will come from the Ogden City General Fund, sale of land proceeds. The transfer is being made to the Redevelopment Agency's General Fund where the funds will be used in the RDA qualified housing development at 550 24<sup>th</sup> Street.

**Background**

Board action is required to recognize and appropriate the transfer of funds from Ogden City.

**Proposal**

Review and adopt resolution.

**Fiscal Impact**

Increases the RDA budget by \$248,000.

RESOLUTION NO. 2015-20

A RESOLUTION OF OGDEN CITY REDEVELOPMENT AGENCY AMENDING THE BUDGET FOR THE FISCAL YEAR JULY 1, 2015 TO JUNE 30, 2016 BY INCREASING THE ANTICIPATED REVENUES AND TRANSFERS FOR A GROSS INCREASE OF \$248,000 FROM SOURCES AS DETAILED IN THE BODY OF THIS RESOLUTION; AND INCREASING THE APPROPRIATIONS FOR A GROSS INCREASE OF \$248,000 AS DETAILED IN THE BODY OF THIS RESOLUTION.

WHEREAS, additional revenue is available to the Agency and is hereby appropriated.

The Ogden City Redevelopment Agency hereby resolves:

**SECTION 1.** Anticipated revenues, transfers and adjustments for the 2015-2016 budget altered, increased and decreased. The anticipated revenues, transfers and adjustments for the various funds of the 2015-2016 budget are hereby changed as hereinafter set forth, with net adjustments of \$248,000 as detailed in Schedule "A", which is attached hereto and made a part by reference.

**SECTION 2.** Appropriations from the 2015-2016 budget altered, increased and decreased. The appropriations for various funds of the 2015-2016 budget are herein altered, increased and decreased by net adjustments of \$248,000 as detailed in Schedule "B", attached hereto and made a part hereof by reference.

APPROVED AND ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
CHAIR

ATTEST:

\_\_\_\_\_  
Tracy Hansen, City Recorder

Approved as to Form:

MAB      11/4/15  
Legal                      Date

OGDEN CITY REDEVELOPMENT AGENCY

BUDGET OPENING - HOUSING FUNDS  
REVENUE SCHEDULE  
SCHEDULE "A"

| Account Title                           | Account Number | Amount            |
|-----------------------------------------|----------------|-------------------|
| <u>OGDEN RDA HOUSING FUND</u>           |                |                   |
| Transfer from Ogden City                | 3900-2-84002   | \$ 248,000        |
| <b>SUB TOTAL OGDEN RDA HOUSING FUND</b> |                | <b>\$ 248,000</b> |
| <b>TOTAL RDA REVENUE</b>                |                | <b>\$ 248,000</b> |

OGDEN CITY REDEVELOPMENT AGENCY

BUDGET OPENING - HOUSING FUNDS  
REVENUE DETAIL SCHEDULE

| District                         | Item Title                  | Description                                                           | Amount            |
|----------------------------------|-----------------------------|-----------------------------------------------------------------------|-------------------|
| OGDEN RDA<br>HOUSING FUND        | Transfer from Ogden<br>City | To be used by the RDA to aquire land for use in a housing<br>project. | \$ 248,000        |
| SUB TOTAL OGDEN RDA HOUSING FUND |                             |                                                                       | \$ 248,000        |
| TOTAL RDA REVENUE                |                             |                                                                       | <u>\$ 248,000</u> |

OGDEN CITY REDEVELOPMENT AGENCY

BUDGET OPENING - HOUSING FUNDS  
APPROPRIATION SCHEDULE  
SCHEDULE "B"

| Account Title                               | Account Number        | Amount                   |
|---------------------------------------------|-----------------------|--------------------------|
| <u>OGDEN RDA HOUSING FUND</u>               |                       |                          |
| Capital Outlay - Land                       | 3900-2-06-800100-3NEW | \$ 248,000               |
| <b>SUB TOTAL OGDEN REDEVELOPMENT AGENCY</b> |                       | <b>\$ 248,000</b>        |
| <b>TOTAL RDA APPROPRIATIONS</b>             |                       | <b><u>\$ 248,000</u></b> |

**OGDEN CITY REDEVELOPMENT AGENCY**

**BUDGET OPENING - HOUSING FUNDS  
APPROPRIATION DETAIL SCHEDULE**

| District                                    | Item Title            | Description                                                                                                  | Amount            |
|---------------------------------------------|-----------------------|--------------------------------------------------------------------------------------------------------------|-------------------|
| OGDEN RDA<br>HOUSING FUND                   | Capital Outlay - Land | Use of funds transferred from Ogden City, to be used by the RDA to aquire land for use in a housing project. | \$ 248,000        |
| <b>SUB TOTAL OGDEN REDEVELOPMENT AGENCY</b> |                       |                                                                                                              | <b>\$ 248,000</b> |
| <b>TOTAL RDA APPROPRIATIONS</b>             |                       |                                                                                                              | <b>\$ 248,000</b> |



# Redevelopment Agency Meeting BOARD STAFF REVIEW

## QUALITY NEIGHBORHOODS INITIATIVE

**DETERMINATION:**                      **Adopt or Not Adopt Resolution**

---

### *Executive Summary*

The Board will consider a Resolution authorizing the Quality Neighborhoods Initiative—a comprehensive, targeted approach to addressing core issues affecting the City’s neighborhoods by 1) reducing the concentration of low-income or sub-standard housing in the area, 2) increasing the standards of care for residential units, 3) increasing owner-occupancy rates, and 4) increasing property values.

### *Background*

#### **August 17, 2004**

The Ogden City Council adopted Resolution 2004-19 approving and authorizing the implementation of the East Central Revitalization Strategic Plan for Fiscal Year 2004-2005. The objectives of the Plan were as follows:

1. Restore the real estate market values so people can invest confidently.
2. Improve the visual appearance of properties for maximum market impact.
3. Provide flexible incentives for residents to achieve the desired market diversity.
4. Create expectations of quality of design and improved property maintenance.
5. Engage the residents in “ownership” of neighborhood improvement issues and solutions.

To accomplishing this objectives, the Community and Economic Development Department used the following programs and strategies:

1. Homesteads/Infill Housing Construction
2. Homeownership Incentives (Own-in Ogden)



# Redevelopment Agency Meeting BOARD STAFF REVIEW

3. Homeowner Rehabilitation Incentives (HOME Loans)
4. Rental Rehabilitation (Unit Reduction)
5. Neighborhood Matching Grants
6. Historic District Designation (Tax Credits)
7. Public Improvements

These programs and strategies were funded with a combination of CDBG Funds, EDA grant funds, Fannie Mae revolving loan funds, and various other non-profit and private funds.

## **March 31, 2015**

The Redevelopment Agency Board held a work session to discuss the Quality Neighborhood Initiative (Initiative). Representatives from Community and Economic Development indicated the goal of the Initiative was to accelerate the revitalization of East Central neighborhoods. The Initiative would use strategies that build on previously established goals and vision for the community:

1. Improving business and economic development opportunities.
2. Improving the quality of life and community in general by creating a place where people want to live.
3. Emphasizing the City's outdoor recreation opportunities.
4. Developing a functional transit system.
5. Improving educational opportunities for residents.
6. Building on Ogden's rich history, architecture and heritage.

To reach this vision, CED proposed a multi-faceted approach to tackling the issues, focusing on efforts that will 1) reduce the concentration of low-income/sub-standard housing in the area, 2) increase the standards of care for residential units, 3) increase owner-occupancy rate, and 4) increase property values. CED hopes to accomplish these goals by using three intervention methods:

1. Targeting:
  - a. Restructuring RDA areas.



# Redevelopment Agency Meeting

## BOARD STAFF REVIEW

- b. Declaring intent to use authorized municipal authority.
    - c. Building on the bright spots (corridors and feeders).
    - d. Reducing impediments to investment.
  2. Resource Development
    - a. Revising and aligning City Ordinances.
    - b. Accessing existing and developing new funding sources.
  3. Marketing and Delivery
    - a. Training and educating code enforcement
    - b. Marketing to attract new buyers and convert renters to buyers.
    - c. Expanding parameters to allow quicker property acquisition.
    - d. Developing appropriate incentive programs for development, renovations, etc.

In addition to these efforts, the City and the Redevelopment Agency will make efforts to influence regional growth management policies, state tax policies, and assist the school district in improving student performance by providing safer, more stable housing environments. The City will continue its development efforts in other areas of the City as well to ensure balance.

During the discussion, Board members expressed concern regarding the impacts of the Initiative on the City's most vulnerable populations. Board and CED staff committed to work together to develop an outreach and communications plan for a general audience. The Board asked that the plan include information regarding available social services and other programs for individuals or families impacted by the Initiative.

### **July 22, 2015**

Council Executive Director Bill Cook convened a meeting with a group of key community and faith leaders drawn from the Diversity Connections group. Representatives from the City's



# Redevelopment Agency Meeting

## BOARD STAFF REVIEW

CED department presented the Quality Neighborhoods Initiative to the group. After receiving input from the group, Council staff worked to develop a presentation that could appeal to a wider audience. Staff also worked with CED to develop an informational booklet that would be made available to the public and those impacted by the Initiative.

### **November 10, 2015**

This revised presentation and the Resource Guide booklet were presented to the group of community leaders for their review and input. Comments from the group were very positive.

### **November 17, 2015**

The Council held a work session to review the revised presentation and Resource Guide.

### ***Proposal***

The Community and Economic Development department is requesting the Board adopt a Joint Resolution regarding the Quality Neighborhoods Initiative. A corresponding Resolution will be presented to the RDA Board for consideration.

Both Resolutions outline the Qualities Neighborhoods Initiative as follows:

- Outlines the Purpose
  - Serves as a joint statement of intent to undertake a concerted revitalization effort in Ogden's legacy neighborhoods
- Identifies the Mission Statement
- Establishes Guiding Principles
- Establishes Implementing Strategies
- Establishes General strategies Regarding Funding, Action Plans, etc.
- Outlines Primary Functions
  - Sets a framework of principles and guidelines to assist in future development decisions
  - Directs coordination of City resources



# Redevelopment Agency Meeting BOARD STAFF REVIEW

- Identifies Funding Sources
  - Existing funding for neighborhood and housing improvements in the HUD Five Year Consolidated Plan
  - Existing infrastructure funding available to neighborhoods
  - Additional funds from BDO Lease Revenue
- Establishes a Project Approval Process
- Establishes Reporting Requirements
- Establishes Five-Year Time Frame With Possible Future Renewals

The strategy document, attached as an Exhibit, outlines in more detail the actions the CED staff will take to implement the Initiative. These are the same strategies presented to the Council in the March 31, 2015 meeting (see above).

CED staff will review the proposed presentation that will be presented upon invitation or as needed to the larger Ogden Community. Board staff will review the informational booklet.

## ***Other Impacts/ Considerations***

The comprehensive Quality Neighborhoods strategy, if adopted, would impact City resources such future Fiscal Year Budgets, the Five Year Consolidated Plan (CDBG Funds) and the Capital Improvement Plan (BDO Lease Revenue Funds). The Quality Neighborhoods strategy also anticipates the redirection of other resources, as needed, to meet the objectives of the Quality Neighbor strategy.

## ***Question***

Please review the Quality Neighborhood Initiative and the potential impact to the community, if approved.

---

**Board Staff Contact: Janene Eller-Smith, (801)629-8165**

**RESOLUTION NO. 2015-21**

**A RESOLUTION OF THE OGDEN CITY REDEVELOPMENT AGENCY ADOPTING THE QUALITY NEIGHBORHOOD INITIATIVE FOR URBAN RENEWAL RELATED TO THE CITY'S LEGACY NEIGHBORHOODS.**

**WHEREAS**, the Ogden City Redevelopment Agency ("RDA") shares Ogden City's vision of urban renewal that includes improving business & economic development opportunities; improving the quality of life in the community by creating a place in which people want to live; leveraging Ogden's natural assets by focusing on outdoor recreation events, activities and businesses; developing a robust community transit system; improving educational opportunities; and building on the foundation found in the rich history, architecture, and heritage of the City; and

**WHEREAS**, the outcomes of this vision can be synthesized into a desired result known as Quality Neighborhoods; and

**WHEREAS**, the RDA agrees that certain key components of a Quality Neighborhood include the development of a variety of land uses including commercial, residential, mixed-use, and open space; accommodating multi-modal transportation methods; retaining the visually interesting elements of the community through historic preservation and appropriate site design; encouraging and supporting a diverse population; encouraging meaningful citizen interaction and social activities by providing key community connection points; creating a secure environment through community involvement; and promoting economic sustainability with a strong tax base, smart policies and ordinances, and quality educational opportunities; and

**WHEREAS**, the RDA acknowledges that certain characteristics of downtown neighborhoods impede development of Quality Neighborhoods; and

**WHEREAS**, the RDA desires to assist Ogden City in its efforts to mitigate or otherwise address such impediments through adopting and participating in applicable elements of a multi-faceted strategy built upon a vision of principles and components of Quality Neighborhoods, which Initiative has been adopted by Ogden City Council and Mayor as the Quality Neighborhoods Initiative.

**NOW THEREFORE, BE IT HEREBY RESOLVED** by the Ogden City Redevelopment Agency that:

1. The Quality Neighborhoods Initiative (“**Initiative**”), adopted by the Ogden City Council and Mayor, is a statement of intent to undertake a concerted revitalization effort in Ogden’s legacy neighborhoods. The Initiative includes:
  - a. A Mission Statement to drive the vision.
  - b. Guiding Principles to infuse purpose into the strategies.
  - c. A Framework of objectives to be met by implementing strategies.
  - d. General Strategies to provide an outline for the funding, action plans, projects, and programs to be undertaken.
  
2. Primary Functions of the Initiative
  - a. The Initiative creates a framework of principles and guidelines for decision making regarding the location, nature, and intended outcomes of revitalization projects and programs.
  - b. The Initiative identifies and facilitates coordination of City resources, including funding, ordinances, and interdepartmental priorities, and coordination of other services for individual and families directly impacted by changes brought about by implementation of the Initiative.
  
3. Funding
  - a. Existing funding for neighborhood and housing improvements in the HUD Five Year Consolidated Plan are consistent with and fall within the scope of the Quality Neighborhoods Initiative.
  - b. Existing infrastructure funding available to neighborhoods involved in this Initiative will be coordinated with other project funding to maximize neighborhood impacts.
  - c. Additional funds from BDO Lease Revenue are anticipated to be allocated towards the Quality Neighborhoods Initiative in the amount of \$1,000,000 each year for five years beginning in Fiscal Year 2017, or as funds become available.
  
4. Ogden City Redevelopment Agency (“RDA”) Involvement
  - a. By adopting the Joint Resolution to implement the Initiative, the Mayor and City Council support the RDA in undertaking Initiative projects which are located in RDA districts.
  - b. City funding anticipated in the Initiative may be transferred to the RDA to facilitate Initiative projects undertaken by the RDA.
  - c. The RDA will follow the Initiative provisions and program guidelines adopted by the City Council and Administration in the undertaking of Initiative projects and in the use of Initiative funding.
  
5. Project Approval
  - a. Projects subject to established program guidelines are subject to the respective approval processes for the City and the RDA.
  - b. Projects anticipated by the Initiative that do not have established RDA Board-approved program guideline, will be reviewed and considered by the Board.

6. Reporting

- a. An annual report of activities and funding will be provided each year on a schedule concurrent with the Community Development Annual Action Plan Report.
- b. Initiative projects shall also be included in the RDA Annual Report where appropriate.

7. Timing

- a. The Quality Neighborhoods Initiative will be implemented over a five-year period, beginning in Fiscal Year 2017, or as funding becomes available, with a review and discussion for possible renewal in Fiscal Year 2022.

8. The Quality Neighborhoods Initiative attached hereto as Exhibit A is hereby adopted and approved, and the Executive Director is hereby authorized to implement the strategic plan.

**APPROVED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
REDEVELOPMENT AGENCY BOARD CHAIR

ATTEST:

\_\_\_\_\_  
CITY RECORDER

APPROVED AS TO FORM:



**Exhibit A**

Quality Neighborhoods Initiative

# Quality Neighborhoods Initiative

## MISSION

**To stabilize and revitalize Ogden’s neighborhoods as “neighborhoods of choice” by establishing a pattern of public investment that catalyzes desirable and appropriate community development.**

Quality Neighborhoods are healthy neighborhoods that include the following summary components (See Appendix A for additional characteristics):

- **Variety** (commercial / residential / mixed-use / usable open space)
- **Multi-modal transportation** (pedestrians / bicycles / drivers)
- **Visual interest and memorable experiences** (quality site design and architectural features / preserved historic elements / diverse population)
- **Meaningful citizen interaction and social activities** (open Space / public space / community connection points)
- **A secure and safe environment** (community involvement / decent, affordable housing / low crime rate)
- **Promotes economic sustainability** (adaptability / longevity / strong and developing tax base / quality educational opportunities)

## GUIDING PRINCIPLES

An active and vibrant public and private investment environment is critical to the development of Quality Neighborhoods. Accomplishing this in challenged neighborhoods involves identifying existing or potential locations of concentrated strength, removing impediments to their success, and building on them with targeted, focused investments. Successful interventions will:

1. **Concentrate resources and target interventions** to establish and encourage investment in the components that make up a Quality Neighborhood.
2. **Focus on creating communities of choice** by promoting and supporting an environment of unique homes with general market demand.
3. **Identify and build on strengths** by focusing on areas exhibiting a higher degree of Quality Neighborhood characteristics, by investing in historic structures, and preserving and promoting architecture that contributes to the unique character and value of legacy neighborhoods.
4. **Build confidence in the market** by maintaining critical momentum through appropriate velocity and scale of investments.
5. **Overcome impediments to success** by establishing a strong declared intent to the public that the City will take steps necessary to assure quality projects are supported.

## FRAMEWORK

1. **Market Values:** Address the imbalance between the inventory of substandard housing and the smaller inventory of existing and new market rate housing that creates a demand for housing within the neighborhood. Substandard housing will be reduced or eliminated by making existing houses safe and code-compliant, and by implementing strategies that will restore real estate market values. Restoring market values will allow people to invest confidently in historic housing within these neighborhoods. Such strategies will increase private investment, reduce the rate of disinvestment, and improve the standards of care in homes and apartments.
2. **Neighborhood Targeting:** Maximize the impact of funding and revitalization efforts by establishing neighborhood target areas that may show signs of blight but exhibit a higher degree of Quality Neighborhood characteristics. Create a master urban renewal area (“URA”) in the East Central Planning Community, with imbedded staged implementation areas, to facilitate project development and financing. Target areas may also be established to synergize with a public or private improvement project. Considerations for boundaries include, but are not limited to, neighborhood identity, stakeholder participation, revitalization needs, and funding levels.
3. **Property Targeting:** Focus on areas of concentrated blight and increase the rate of owner-occupancy by targeting specific, influential historic properties for renovation or conversion. Quality neighborhoods with predominantly single family housing have a high owner-occupancy rate. Select properties that will offer maximum visual market impact. This targeted approach is much different than the concept of repairing as many houses as possible in as large an area as possible.
4. **Recipients:** Do not focus only on houses and households with greatest needs. Respond to severe problems, but focus on houses and diverse homeowners with good potential for strengthening prices and raising housing maintenance standards. Select projects which help balance and create healthy diversity in neighborhood income levels.
5. **Programs:** Develop a variety of flexible financial incentives to support the mission and its objectives. In addition to stabilizing and improving the affordable housing stock, programs will focus on creating a mix of market rate owner-occupied and rental housing at levels comparable to regional levels. Although subsidized rental housing is a critical element of the housing resource, rent subsidy programs must be used as a neighborhood **revitalization tool**, and not as a way to build inventory.
6. **Funding:** Develop new and innovative funding sources to implement strategies. These will include on-going BDO Lease Revenue allocations, State funding, Community Reinvestment Act investments, as well as private and other non-governmental funding.
7. **Standards:** Address conditions contributing to blight. Evaluate, update, and coordinate relevant City ordinances. Rather than simply enforcing minimum standards, create expectations of quality rehabilitation, maintenance and good design.

8. **Marketing and Delivery:** Market targeted neighborhoods, encourage block projects, pride in community, and resident leadership. Enhance delivery efforts through City interdepartmental coordination, as well as coordination with outside groups and stakeholders.

## GENERAL STRATEGIES

To plan for the use of federal Housing and Community Development Block Grant dollars, Ogden City adopts a Consolidated Plan every five years, and an Action Plan each year. Ogden City adopts Community Plan Elements as a function of its General Plan. Ogden City has also adopted an East Central Revitalization Strategy. The following General Strategies bring these various plans and strategies together in a focused manner to implement an overarching Quality Neighborhoods approach to revitalizing neighborhoods in Ogden.

### Targeting

1. **Geographic Targeting:** Success of the East Central Planning Community has the greatest effect of any neighborhood on the economic viability of downtown Ogden because of its proximity to the downtown. Within this context, the greatest opportunity for success lies in geographically targeting neighborhoods and potential project sites that currently demonstrate a higher degree of Quality Neighborhood attributes and build on these “bright spots.” The neighborhood between Harrison and Monroe Boulevards and 23<sup>th</sup> and 30<sup>th</sup> Streets is one of the priority areas. The Jefferson Avenue Historic District and adjacent properties east and west of the District is another priority area. The area surrounding the Dee School is preparing for transition, and is another priority area. Other priority target areas and project sites may be selected based upon need, opportunity, and funding.

A. Focus on improvements at the block level to maximize their impact. Attempt to impact at least 15% of properties on each block to achieve the critical mass needed for change. Coordinate housing improvements with all other neighborhood improvements, infrastructure improvements, and services.

B. Identify highly visible properties along the entry corridors of 23<sup>rd</sup>, 24<sup>th</sup>, 25<sup>th</sup> and 26<sup>th</sup> Streets and Harrison Boulevard that need reinvestment or occupancy changes to improve the neighborhood. Give priority to these property improvements.

C. Continue the revitalization efforts that began in the Eccles Historic District and radiate out in all directions within the priority target area.

D. In the Dee School neighborhood, identify and invest in properties available for renovation and resale, as well as properties suitable for infill development as a means of increasing owner-occupancy and elevating neighborhood design and maintenance standards. As the new Dee School is built, maximize the neighborhood impact by undertaking a well-designed housing infill project.

E. Facilitate the success of existing neighborhood organizations and foster new Neighborhood Watch organizations to encourage citizen participation in planning and implementing neighborhood revitalization efforts.

F. Implement *Section D. - Community Plan Implementation* - of the East Central Community Plan section of the General Plan.

2. **Property targeting:** High profile “eyesore” properties are impediments to the success of other projects and need to be improved or redeveloped. A significant percentage of these properties need to be improved to create the critical mass needed for change.

A. Develop infill housing in target areas with designs that are compatible with and enhance the scale and character of existing housing. Pricing should be on the leading edge of the market.

B. Purchase, rehabilitate, and resell problem properties primarily in target neighborhoods and entry corridors. Partner with nonprofit organizations and private developers to increase capacity and the number of homes impacted.

C. Continue to implement the “HUD Asset Control Area” program for the purchase of HUD foreclosures for rehabilitation and resale.

D. Continue the Home Exterior Loan Program to encourage existing owners to address needs such as roofs, porches, paint, windows, concrete, fencing, and sprinklers, improve the overall appearance of the neighborhood, and restore confidence in the market.

E. Utilize the Unit Reduction Program to eliminate apartments in converted homes with the goal of restoring the homes back into owner occupancy.

F. Focus the Rental Rehabilitation Loan Program on properties that were originally built as apartments, and that have strategic or historic importance in target neighborhoods.

G. Maintain the Emergency Home Repair Program as a safety net for home repairs on properties owned by low and moderate income households.

H. Provide increased focus of zoning and housing code enforcement to meet the purposes of re-establishing neighborhood standards and reconnecting neighbors.

I. Enforce the relative ordinances on dangerous/vacant buildings. Provide prompt decisions for rehabilitation or demolition.

3. **RDA Restructuring:** Evaluate the RDA districts in the East Central area for closure or restructuring into a new master district. Draft and get approved the state legislation needed to allow the creation of a new master district in the East Central area. This would streamline the process and allow for the staged implementation of smaller sub-areas in a coordinated and timely fashion. Establish the declared intent to use RDA authority under the strictly controlled processes outlined by State law, to acquire properties in support of approved projects after all other remedies are exhausted. Availability of this tool is critical to implementation of the Initiative. Actual use of the authority would require a separate vote of the RDA Board.

## Resource Development

### 1. **Ordinance Support:**

A. Update and align the Ogden City ordinances relating to housing, buildings and neighborhood standards. Relevant ordinances include the following: Substandard Buildings, Vacant Buildings, Demolition by Neglect, Dangerous Buildings, Good Landlord, Land Banking, Receivership, Nuisance Abatement, and the entire Zoning Code.

B. Increase the effectiveness of enforcement. Establish training parameters and enforcement procedures to teach effective implementation of ordinances.

2. **Funding Support:** Provide consistent and adequate incentive capital to give targeted areas an advantage. The program guidelines associated with this Strategy enable the City Council to establish parameters which allow staff to act quickly to address opportunities for investment of City funds. Further Council approval is needed only after predevelopment work is completed on larger development projects.

A. BDO Lease Revenue Appropriations: Five year priority of \$1 million dollars annually. Primary uses will be for pre-development and other costs related to infill housing, stabilization of market rental housing, and housing purchase/resale in support of infill projects.

B. State Funding: Request that the State Legislature allocate funds for the Unit Reduction Program to accelerate the progress of converting homes back to their original single family condition.

C. Private & Non-Governmental Funding: Develop relationships and means for Utah Banks to invest Community Reinvestment Act allocations into Ogden City projects, and other initiatives in support of this Strategy.

D. Historic Rehabilitation Tax Credits: Develop a new program which assists owners of properties listed on the National Historic Register to utilize the income tax credits available to them through their investment in eligible home repairs.

E. Redevelopment Tax Credit: Develop draft Utah legislation which would establish a state income tax credit granted to owners of blighted properties that are redeveloped.

F. Land Bank Authority: Develop draft Utah legislation which would authorize creation of a legal entity that could acquire and hold properties that would otherwise go to tax sale for future development. .

G. Grant Writing: Establish an ongoing effort to research and write grant proposals for federal and other funds which meet the goals and objectives of this Initiative.

3. **Infrastructure Alignment:** Coordinate infrastructure improvements with neighborhood improvements and development projects for maximum effectiveness. Study public parks, public lighting, and proper maintenance of public spaces as a backdrop for future funding decisions.

4. **Social Programs:** Provide a link to and continue support of social programs that enable City residents to increase and maximize personal opportunities.

## Marketing & Delivery

1. **Market Targeting:** Implement a marketing campaign to attract middle-income homebuyers and long-term renters from outside the neighborhoods and keep the stable owners and renters from leaving the neighborhoods.

A. Continue to implement the Own In Ogden Program to increase owner-occupancy rates in the target area. Identify funding for use in the Own in Ogden program for households with incomes of 80% Area Median Income and above.

B. Use CIP, CDBG and other funds for public improvements which improve neighborhood appearance and increase curb appeal of homes in the neighborhood.

C. Survey the neighborhood to identify strong families committed to the neighborhood.

D. Increase homeownership in the targeted neighborhoods to achieve ratios comparable to regional ratios.

E. Develop leadership-training symposiums targeted to East Central residents. Partner with Weber State University or the University of Utah to present leadership workshops.

F. Develop a marketing program with realtors, neighborhood organizations, residents, etc....which includes newsletters, flyers, booths at community events, special newspaper articles, a neighborhood fair, etc.

G. Develop a housing partnership with Weber State University to encourage students, faculty and administrators to meet their housing needs by choosing East Central and other established target neighborhoods for their residency.

H. Establish pioneering assistance funds and employer outreach programs to provide incentives for employees to purchase homes in East Central.

2. **Training & Education:** Implement Code Enforcement Officer training to enforce the new or coordinated ordinances. Establish awareness of the ordinances among other City staff involved in neighborhoods and housing, and involve them in the reporting process.

3. **Opportunity:** Policies and procedures adopted by the City Council will establish broader parameters to allow staff to take advantage of development and regeneration opportunities as they arise.

## Appendix "A"

### Additional Quality Neighborhood Characteristics

#### Demographic Characteristics

1. Contain a mix of incomes with ratios close to regional trends.

#### Housing Characteristics

1. A mix of housing options is available to meet the needs of various household sizes and incomes.
2. Owner-Renter ratios are comparable to regional ratios.
3. Value trends are comparable to regional trends.
4. Housing is occupied at or below designed capacity.
5. Long-term vacant structures do not exist.
6. Private property is maintained in good repair. Rentals are visibly indistinguishable.
7. Housing design is compatible with and enhances the scale and character of existing housing.
8. Unit density is appropriate to neighborhood needs and characteristics.

#### Social Characteristics

1. Neighborhood is organized into associations which provide opportunities to develop identity, effect change, and access community and other resources.
2. Neighbors are provided with opportunities to be involved in regular social and recreational events.

#### Environmental Characteristics

1. Area is reasonably quiet and not subjected to excessive traffic, industrial or other noise.
2. No disproportionate environmental hazards or nuisances exist.
3. There is a low level of crime achieved through neighborhood watch, community policing, and citizen commitment.
4. A dispersed traffic flow is facilitated by grid network with calming to accommodate and promote pedestrian and bicycle traffic.

#### Facilities and Services

1. Infrastructure is maintained.
2. Recreational facilities, both active and passive, are accessible.
3. Quality public transit is easily accessible.
4. High quality and well maintained schools serve residents.
5. Commercial services necessary to meet daily needs are available with no incompatible uses.
6. Work opportunities are within a reasonable distance.
7. Civic and governmental facilities and services are easily accessible.

The background features abstract, overlapping geometric shapes in various shades of green, ranging from light lime to dark forest green. These shapes are primarily located on the left and right sides of the page, framing the central text. The overall aesthetic is modern and clean.

# Ogden City Quality Neighborhoods

ESTABLISHING A FOUNDATION FOR THE FUTURE

# Presentation Summary



- ▶ Why Quality Neighborhoods?
- ▶ What It's Not and Why?
- ▶ What Is It?
- ▶ Who Will It Impact?
- ▶ When Will It Happen?
- ▶ How Will the City Communicate?
- ▶ Who Are Our Partners?

# Guiding Vision for Quality Neighborhoods



- ▶ **Improving Business & Economic Development Opportunities**
- ▶ **Improving Quality of Life**
- ▶ **Creating Communities - Places Where People Choose to Live**
- ▶ **Continuing the Emphasis on Outdoor Recreation**
- ▶ **Continuing Transit System Development**
- ▶ **Improving Educational Opportunities**
- ▶ **Building on the Foundation of Ogden's Rich  
History, Architecture, and Heritage**

# Why Quality Neighborhoods?

## Community Building Through Improved Housing Options!

- ▶ Ensuring citizens have a livable, safe home environment
  - ▶ Children do better in school
  - ▶ Family relationships are better
  - ▶ Communities are healthier



***OGDEN: A COMMUNITY OF CHOICE!***

# What It Is Not!

## Not A New Social Program



- ▶ The City will focus on what the City does best-- reclaiming and preserving heritage neighborhoods and providing essential City services
- ▶ Social issues will be address by the City's partners
- ▶ City staff will link citizens with other service providers

# What It Is Not!



## GENTRIFICATION:

*Noun: gen-tri-fi-ca-tion    Pronounced jen-tre-fe-ka-shen*

The process of renewal and rebuilding accompanying the influx of middle-class or affluent people into deteriorating areas that displaces poorer residents.

***WE WANT OUR RESIDENTS TO  
STAY AND CONTINUE TO  
INVEST IN THE COMMUNITY!***

# What It Is!



## Quality Neighborhoods Elements

- ▶ Variety of housing choices, neighborhood retail, support services
- ▶ Accommodates multi-modal transportation (pedestrians, cyclists, vehicles)
- ▶ Visually Interesting features--architecture, art, trees, lighting, etc.

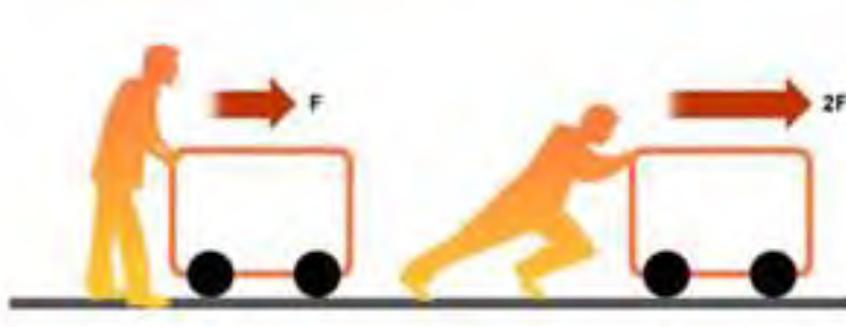
# What It Is!



## Quality Neighborhoods Elements

- ▶ Encourages and facilitates social interaction by providing great public spaces, outdoor activities, and community connection points
- ▶ Provides a safe, secure environment
- ▶ Promotes sustainability - Quality educational opportunities, stable households, multi-generational opportunities

# What It Is!



## Acceleration of the City's Existing Programs

- ▶ Unit Reduction Program
- ▶ Infill Housing Program
- ▶ HUD Home Rehabilitation Program
- ▶ HELP Program
- ▶ HOME Program
- ▶ Own In Ogden Program  
(Down Payment Assistance)

\$50 Million To Date!



# What It Is!

## Infill Housing Focuses on “Opportunity” Properties

- ▶ Vacant homes
- ▶ Vacant properties
- ▶ Other properties on the market



# What It Is!



Turning This . . .



Into This !

# What It Is!



Turning This . . .



Into This !

# What It Is!



Promoting This!

# What It Is!



## Quality Neighborhood Goals

- ▶ Increase owner-occupancy rate
- ▶ Reduce the number of households in poverty
- ▶ Attract private investment
- ▶ Increase the standards of care of homes and apartments

# Quality Community

## Quality Neighborhoods

- Housing options
- Economic diversity
- Access to transit
- Public space and community connection
- Safe and secure
- Neighborhood revitalization



Ogden City and  
Private Developers

## Quality City Government

- Excellent public services
- Focused use of resources
- Community partners
- Diversity initiative
- Public involvement



Ogden City

## Quality Social Programs

- Libraries
- Health programs
- Housing and food assistance
- Volunteer opportunities
- Homeless services
- Employment aid



Partners

## Quality Education

- Scholarships through WSU and OWATC
- STEM focus to meet workforce demands
- OSD programs
- Community education programs
- Career links



Partners

*A Foundation for the Future*

# What It Is!

## Quality Neighborhood Multi-Faceted Approach

- ▶ Strengthen existing City ordinances
- ▶ Provide additional project and program funding
  - City, State, Federal, Private
- ▶ Focus on essential infrastructure
  - Street lighting, Parks, Sidewalks, Streets



# What It Is!

## Quality Neighborhood

## Multi-Faceted Approach *(Cont.)*



### ► Coordinate with Service Providers

- Partner with local social services providers to address underlying issues of poverty
- Partner with educational institutions to provide education and job training
- Partner with other governmental agencies to maximize program availability

# What It Is!

## Quality Neighborhood

## Multi-Faceted Approach *(Cont.)*



### ► Promote Educational Opportunities

- Ogden City School District
- Ogden Weber Tech College
- Weber State University
- Stevens Henagar and Other Private Educational Institutions

# What It Is!

## Quality Neighborhood

## Multi-Faceted Approach *(Cont.)*



### ► Create and Promote Job Opportunities

- Utah Department of Workforce Services
- Hill Air Force Base
- Business Depot Ogden
- Various Outdoor Recreation Companies
- Other Retail Business

# What It Is!

Quality Neighborhoods

Job Creation

## Parallel Development Activities - Job Creation

- ▶ 12<sup>th</sup> Street Corridor
- ▶ Junction Expansion
- ▶ Ogden Business Exchange
- ▶ The Cannery on 24<sup>th</sup>
- ▶ TOD on Wall Avenue
- ▶ 17<sup>th</sup> and Wall Avenue
- ▶ Airport Expansion
- ▶ Union Station  
Renovation/Development

# Who Will It Impact?

“A rising tide lifts all boats.”

John F. Kennedy



All City residents will  
Benefit from Quality  
Neighborhoods!

# Who Will It Impact?

Vibrant Neighborhoods = Vibrant Downtown

Vibrant Downtown = Successful Businesses

Successful Businesses = A Higher Tax Base

A Higher Tax Base = Improved City Services



# Who Will It Impact?

- A few individuals or families
- Those impacted may be assisted by City staff

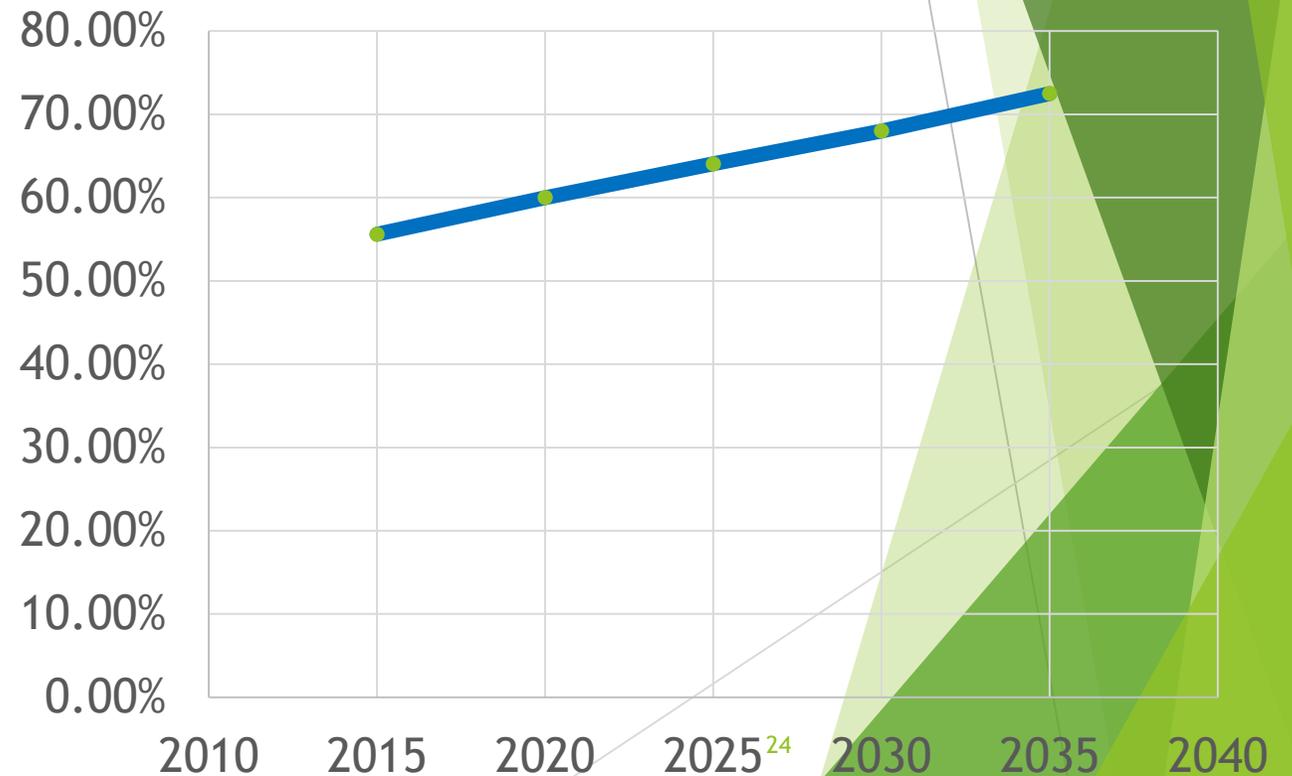


# When Will This Happen?



- A Multi-year (Multi-decade!) Effort
- Timing Dependent on Opportunity and Funding Availability

Target for Home Ownership in East Central



# How Will the City Communicate?



## Regular Communications Processes

- City Council Agendas
- Planning Commission Agendas
- Mayor's Administrative Review Meeting (MARM) Agendas

Get on the Council's E-mail List or Visit the  
City's Website Regularly!

[www.ogdencity.com](http://www.ogdencity.com)

# Our Partners



- ▶ Ogden School District
- ▶ Weber State University
- ▶ United Way
- ▶ Cottages of Hope
- ▶ Weber Human Services
- ▶ Ogden Housing Authority
- ▶ Division of Work Force Services
- ▶ Neighborhood Watch and CERT Organizations
- ▶ Diversity Coalition
- ▶ Various Church and Church Leaders

# Our Partners



*YOU!*

**DRAFT**



***Ogden City***

# **Resource Guide**

**For housing, employment, business,  
education, health and safety**

---

*Cultivating a choice community  
through quality neighborhoods*



# Ogden City Resource Guide

---

This guide outlines many of the resources and services available within the Ogden community. It describes resources provided by Ogden City and other local entities that are available for housing, employment, business, education, health and safety.

Additional information about these and other resources is available through the Ogden City Information Desk: call: (801) 629-8000; or visit: [www.ogdencity.com](http://www.ogdencity.com).

November 20, 2015



# Index

---

|                                                   |                  |
|---------------------------------------------------|------------------|
| <b>Housing</b> .....                              | <b>pp. 4-6</b>   |
| Home Sweet Ogden .....                            | pp. 4-5          |
| Own in Ogden .....                                | pg. 5            |
| Emergency Home Repair Program .....               | pg. 5            |
| Rental Assistance .....                           | pg. 5            |
| Home Exterior Loan Program (HELP).....            | pg. 5            |
| Dial A Dumpster .....                             | pg. 6            |
| 50/50 Concrete Replacement.....                   | pg. 6            |
| Homeless Services .....                           | pg. 6            |
| <b>Employment</b> .....                           | <b>pg. 7</b>     |
| Utah Department of Workforce Services.....        | pg. 7            |
| Weber Basin Job Corps Center .....                | pg. 7            |
| Disability Resources .....                        | pg. 7            |
| <b>Business</b> .....                             | <b>pg. 8</b>     |
| Small Business Loans.....                         | pg. 8            |
| Business Information Center.....                  | pg. 8            |
| Weber State Downtown .....                        | pg. 8            |
| <b>Education</b> .....                            | <b>pp. 9-11</b>  |
| Enrollment/Admissions.....                        | pg. 9            |
| Scholarship Programs .....                        | pg. 9            |
| LDS Immigrants Welcome Center .....               | pg. 10           |
| English Second Language Courses.....              | pg. 10           |
| WSU Community Education Center.....               | pg. 10           |
| Arts in the Park.....                             | pg. 10           |
| Science in the Parks.....                         | pg. 10           |
| Weber County Library .....                        | pg. 11           |
| WSU Continuing Education.....                     | pg. 11           |
| Preschool Programs .....                          | pg. 11           |
| Afterschool Programs .....                        | pg. 11           |
| <b>Health and Safety</b> .....                    | <b>pp. 12-14</b> |
| Your Community Connection.....                    | pg. 12           |
| Midtown Community Health Center .....             | pg. 12           |
| Intermountain McKay-Dee Porter Family Clinic..... | pg. 12           |
| Utah Department of Child and Family Services..... | pg. 13           |
| Personal Health Services .....                    | pg. 13           |
| Ogden School District Meals.....                  | pg. 13           |
| WIC.....                                          | pg. 13           |
| Community Emergency Response Team .....           | pg. 13           |
| Neighborhood Watch .....                          | pg. 13           |
| Utility Bill Assistance .....                     | pg. 14           |
| Community Policing .....                          | pg. 14           |
| <b>Quality Community Graphic</b> .....            | <b>pg. 14</b>    |
| <b>Additional Information</b> .....               | <b>pg. 15</b>    |



## Housing

---

Ogden City works closely with the U.S. Department of Housing and Urban Development (HUD) to offer a variety of programs for neighborhood development and home improvement. Ultimately the goal is to create quality neighborhoods where people want to live.



The city is proactively involved in neighborhood revitalization through completing housing projects that increase the supply of quality and affordable housing. The assistance offered through these programs can help targeted areas to become neighborhoods of choice.



**Home Sweet Ogden**—This program helps to revitalize neighborhoods by offering the sale of new and renovated homes to owner-occupant buyers in Central Ogden. The city works to identify and improve unoccupied homes that can be renovated or that may need to be removed and reconstructed because of safety concerns. — (801)629-8940

## Home Sweet Ogden

Types of properties available under this program:

### Asset Control Area

HUD repossessions that are acquired by Ogden City and remodeled.

### Rehabilitations

Homes Purchased and remodeled by Ogden City.

### New Homes

New homes built in older neighborhoods with consistent with historic styles.

**Own In Ogden**—This loan program assists home buyers with the down payment or closing costs of purchasing a home. Residents can access \$3,000 or \$5,000, depending on the location of the home, in down payment assistance to purchase a home within the Central Ogden area. — (801)629-8940

**Emergency Home Repair Program** — Low-interest loans are available throughout the city to assist low and moderate-income homeowners with emergency home repairs. — (801)629-8940



**Rental Assistance**— Ogden Housing Authority provides a rental assistance voucher program to allow families to afford rent for decent, affordable and safe housing. — (801)627-5851

**Home Exterior Loan Program (H.E.L.P)**—Homeowners can apply for low-interest home repair loans to preserve and enhance existing homes in Ogden. These loans can be used for painting, roof repair, landscaping and other projects that contribute to neighborhood beautification. — (801)629-8940

**Dial-A-Dumpster**— Five or more neighbors can request to have a dumpster delivered to a centralized location to aid in general clean-up efforts. This program helps residents to keep their yards and neighborhoods clean and is generally offered free of charge.

— (801)629-8271

**50/50 Concrete Replacement**—

The city offers a 50/50 Concrete Replacement Program which provides residents with an immediate and economical way to repair or replace broken sidewalks and/or curb and gutter on their property. Ogden City and the property owner each pay for half of the concrete replacement.

— (801)629-8330



**Homeless Services**—There are a variety of services available to provide help and support for residents who experience homelessness in the Ogden community.

*Lantern House:* Provides shelter, food and critical emergency services to Ogden's homeless residents.

— (801)621-5036

*Ogden Rescue Mission:* Provides shelter, an addiction recovery program and food services. — (801)399-3058

*Your Community Connection (YCC):* Serves as a family crisis center and offers a transitional housing program for homeless families. — (801)689-1726





## Employment

---

The availability of employment opportunities is vital to the success of Ogden's economy. Ogden City is making extensive efforts to recruit and retain quality employment opportunities for residents.

**Utah Department of Workforce Services (DWS)** —Information about local job opportunities is available on the DWS website: [jobs.utah.gov](http://jobs.utah.gov). Through these services, residents can explore careers and access resources for job training and preparation. DWS also provides information about services that are specifically geared toward helping military veterans. — 1(866)435-7414

**Weber Basin Job Corps Center** —Job corps is a no-cost educational and career technical training program that helps young people, ages 16-24, improve the quality of their lives through job training and placement. — (801)479-9806

**Disability Resources** —EnableUtah helps children, teens and adults with disabilities to access quality learning activities and job placement opportunities. — (801)621-6595



## Business

---

**B**usiness and economic development are important priorities for Ogden City. The City’s Business Development Division offers numerous programs that assist with business start-up and development.

**Small Business Loans**— Those who own or who are interested in starting or expanding a small business in Ogden can apply to receive a loan to assist with this process. — (801)629-8604

**Business Information Center (BIC)**—Ogden City’s Business Information Center (BIC) offers business counseling services, through Service Corps of Retired Executives (SCORE), and low-cost office space with very flexible lease rates. The BIC also offers a multi-media conference room and classroom space free of charge. — (801)629-8604

### **Weber State Downtown**

*Small Business Development Center*—This center provides one-on-one confidential evaluations and guidance by knowledgeable advisors with real-life business experience. They assist clients with all aspects of business ownership. — (801)626-7232

*Start-up Ogden*—This program provides small business mentoring and scholarships for a software development course. — (801)626-7232



## Education

---

Ogden City is fortunate to have many excellent educational providers within its community. The city recognizes the vital role that Weber State University (WSU), Ogden-Weber Applied Tech College, Ogden School District, and all other local schools play to provide meaningful educational opportunities for residents.

### **Enrollment/Admissions**

*Ogden School District* — (801)737-7300

*WSU* — (801)626-6743

*Ogden-Weber Tech College*— (801)627-8300

**Scholarship programs**—WSU and Ogden-Weber Tech College offer scholarship opportunities to encourage underrepresented students to pursue and successfully complete post-secondary education. These programs are intended to allow residents at any income level to have access to advanced learning opportunities. — WSU Education Access & Outreach: (801)626-7006; and/or Ogden-Weber Tech College Scholarship and Financial Aid Office: (801)627-8327

**LDS Immigrant Welcome Center**—This center offers information about work, legal affairs, food, housing and shelter, social services and English classes, regardless of religious affiliation.

**English Second Language (ESL) Courses**—Weber County Library offers courses to help residents to read, speak and write in English as a second language. The program is open to adults and seniors, and also welcomes the involvement of community volunteers. — (801)337-2632

As part of its curriculum, Ogden School District provides a dual-language immersion program which allows students to build academic and language fluency in both English and Spanish. — (801)737-7300

**WSU Community Education Center**—This center is for anyone looking to earn a college degree. The bilingual staff is available to help break down social barriers to education. The goal of the center is to help under-represented community members gain access to higher education. The Center offers free college enrollment guidance and Spanish GED and ESL courses for a nominal fee. Free childcare is also available for participating families. — (801)626-7911

**Arts in the Park**—This is a free program that allows children to explore visual and performing arts through hands-on activities. The program visits six different Ogden City parks for one week at a time during the summer months and is a collaborative effort between the WSU Colleges of Arts and Humanities, Education, and Social and Behavioral Sciences, the Center for Community Engaged Learning and the Ogden City Schools summer lunch program. — (801)626-6782

**Science in the Parks**— Science in the Park is an interactive outreach program designed for children of all ages, especially preschool through middle school. The free program visits six parks each summer in the Ogden area, in conjunction with Ogden School District’s free summer lunch program. Each week the program visits a different park, and each day of the week it presents a different collection of interactive, playful, and fun science activities. — (801)626-7711



**Weber County Library**—The library offers a range of informational resources and services. It provides reading, audio and visual materials, computers, Internet, printing services, youth and adult programs and meeting rooms.

**WSU Continuing Education**—WSU Continuing Education provides numerous learning opportunities that range from professional certifications to personal hobby related courses. — (801)626-6600

### **Preschool Programs**

*YMCA*—The Ogden YMCA offers a preschool education program for children ages 3-5. — (801)839-3385

*Head Start*—Ogden Weber Community Action Partnership (OWCAP) offers preschool education opportunities as a service to low-income families in Weber County. — (801)399-9281

### **Afterschool Programs**

*YMCA*—The Ogden YMCA provides an after school program at Lincoln, Bonneville and Hillcrest Elementary Schools. This serves everyone in the community, and YMCA provides free transportation to and from Hillcrest and Bonneville Elementary Schools. Financial aid is available for low-income families who participate in the program. — 1(877)690-9622

*Boys and Girls Club*—The Boys and Girls Club provides an after school program at Odyssey Elementary School. — (801)627-2071





## Health and Safety

---

Health and safety are critical components of a thriving community. The Ogden City Police and Fire Departments are dedicated to providing safe neighborhoods and an overall quality community environment. Weber County, the State of Utah and the United States Federal Government also provide various services that promote the overall quality of life of Ogden residents.

**Your Community Connection (YCC)**— The YCC offers many invaluable services to the Ogden community. The center provides family assistance programs, food and clothing distribution, and child and senior care options. — (801)392-7273

**Midtown Community Health Center**—This center provides affordable, needs-based healthcare to underserved community residents in Northern Utah. Residents are able to access medical, dental, behavioral health and pharmaceutical services. Patients of all ages and cultural backgrounds are served, and translation services are available. Care services are coordinated to determine eligibility for government programs and services or other financial assistance programs. — (801)393-5355

**Intermountain McKay-Dee Porter Family Practice**—This clinic is located at McKay-Dee Hospital and provides access to affordable medical care for individuals of all ages. — (801)387-5300

**Utah Department of Child & Family Services**—This resource allows families and children to receive parent education, budgeting help, crisis intervention, sex abuse treatment and mental health therapy. — (801)538-4100

**Personal Health Services**—Weber-Morgan Health Department provides a wide array of personal health services including cancer screening for women, cardiovascular risk screening, immunizations, Sexually Transmitted Diseases and AIDS testing, blood pressure checks, pregnancy testing and immigration medical exams. Many of these services are provided free of charge or available at a discounted rate based on income eligibility.— (801)399-7250

**Ogden School District Meals**— Through the school year, Ogden School District provides a healthy breakfast and lunch option to all school-aged students, with a reduced payment for low-income families. Each summer the school district also hosts a lunch in the park program and offers free lunch to children 18 and younger at parks and schools throughout the community. This helps to ensure that children continue to have access to good nutrition while school is out of session. — (801)737-7284

**WIC (Women, Infants & Children)**— Weber-Morgan Health Department offers WIC as a supplemental food and nutrition program for women, infants and children. Pregnant women, new mothers and young children who meet income guidelines may be provided healthy foods, nutrition counseling and breastfeeding support. — (801)399-7200



**Community Emergency Response Team (CERT)**—This team helps residents with emergency preparedness, neighborhood safety and family disaster planning. There are also opportunities available to become a CERT volunteer. — (801)629-8948

**Neighborhood Watch and Coordination**—Residents throughout the Ogden community have the opportunity to work together and promote safety within their neighborhoods. These efforts can be coordinated through the Ogden Police Department. — (801)629-8037

**Community Policing**—The Ogden Police Department works one-on-one with citizens throughout the community, with a focus on visibility, problem solving, and developing an informational working relationship.

Ogden City is divided into eight Community Policing Areas, each of which has a Community Policing officer assigned. This increases positive interaction between police and the community. Working together, they identify, prioritize and solve problems, while improving the overall quality of life in the community. — (801)629-8094

**Utility Bill Assistance**—The Weber HEAT Program provides temporary financial help to residents who are unable to pay their heating bills and to help prevent services from being disconnected. — (801)394-9774



# Quality Community

## Quality Neighborhoods

- Housing options
- Economic diversity
- Access to transit
- Public space and community connection
- Safe and secure
- Neighborhood revitalization



Ogden City and Private Developers

## Quality City Government

- Excellent public services
- Focused use of resources
- Community partners
- Diversity initiative
- Public involvement



Ogden City

## Quality Social Programs

- Libraries
- Health programs
- Housing and food assistance
- Volunteer opportunities
- Homeless services
- Employment aid



Partners

## Quality Education

- Scholarships through WSU and OWATC
- STEM focus to meet workforce demands
- OSD programs
- Community education programs
- Career links



Partners

***A Foundation for the Future***

## Additional Information:

| Name                                                                                    | Website                                                                  |
|-----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| United Way 2-1-1 (call 2-1-1 at any time to learn about additional community resources) | <a href="http://www.uw.org/211">www.uw.org/211</a>                       |
| Boys and Girls Club                                                                     | <a href="http://bgcweberdavis.org">bgcweberdavis.org</a>                 |
| Housing and Urban Development (HUD)                                                     | <a href="http://www.hud.gov">www.hud.gov</a>                             |
| Midtown Community Health Center                                                         | <a href="http://www.midtownchc.org">www.midtownchc.org</a>               |
| National Alliance on Mental Illness (NAMI)                                              | <a href="http://www.namiut.org">www.namiut.org</a>                       |
| Ogden City                                                                              | <a href="http://www.ogdencity.com">www.ogdencity.com</a>                 |
| Ogden Housing Authority                                                                 | <a href="http://ogdenha.org">ogdenha.org</a>                             |
| Ogden School District                                                                   | <a href="http://www.ogdensd.org">www.ogdensd.org</a>                     |
| Ogden Weber Community Action Partnership                                                | <a href="http://www.owcap.org">www.owcap.org</a>                         |
| Ogden-Weber Tech College (OWATC)                                                        | <a href="http://www.owatc.edu">www.owatc.edu</a>                         |
| St. Anne's Center—Lantern House                                                         | <a href="http://www.stannescenter.org">www.stannescenter.org</a>         |
| Utah Department of Child and Family Services                                            | <a href="http://dcfs.utah.gov">dcfs.utah.gov</a>                         |
| Utah Department of Workforce Services                                                   | <a href="http://jobs.utah.gov">jobs.utah.gov</a>                         |
| Weber County Library                                                                    | <a href="http://www.weberpl.lib.ut.us">www.weberpl.lib.ut.us</a>         |
| Weber State University (WSU)                                                            | <a href="http://www.weber.edu">www.weber.edu</a>                         |
| WSU Center for Community Engaged Learning                                               | <a href="http://www.weber.edu/ccel">www.weber.edu/ccel</a>               |
| WSU Downtown                                                                            | <a href="http://www.weber.edu/downtown">www.weber.edu/downtown</a>       |
| Weber-Morgan Health Department                                                          | <a href="http://www.webermorganhealth.org">www.webermorganhealth.org</a> |
| YMCA Utah                                                                               | <a href="http://www.ymcautah.org">www.ymcautah.org</a>                   |
| Your Community Connection (YCC)                                                         | <a href="http://www.yccogden.org">www.yccogden.org</a>                   |

# Community Resources

## Housing



- Home Improvement
- Neighborhood Revitalization
- 50/50 Sidewalk Program
- Dial-A-Dumpster
- Home Sweet Ogden

## Education

English Second Language Courses

WSU Community Education Center



Ogden-Weber Tech College Scholarships

STEM Learning Programs

Ogden School District After School Programs

## Employment



Small Business Loans



Business Information Center



Department of Workforce Services



Weber State Downtown



Weber Basin Job Corps Center



Crime Prevention

Utility Bill Assistance



Food and Clothing Assistance



Neighborhood Watch

Community Health Resources





# Redevelopment Agency Meeting BOARD STAFF REVIEW

## PROPERTY ACQUISITION

- *Purchase of 550 24<sup>th</sup> Street (Tax ID No. 01-026-0010, 01-026-0011 (1.096 acres)*
- *Purchase of 2355 Porter Avenue (Tax ID # 01-026-0012, 01-026-0047 (1.20 acres)*

**DETERMINATION:**                      **Adopt or Not Adopt Resolution**

---

### *Executive Summary*

The Board will consider a Resolution authorizing the purchase of properties located at 550 24<sup>th</sup> Street and 2355 Porter Avenue. Structures on the property will be demolished to make room for a future housing development.

### *Background*

**October 27, 2015**

The Board Office received an Administration Transmittal requesting adoption of a Resolution authorizing the acquisition and demolition of properties located at 550 24<sup>th</sup> Street and 2355 Porter Avenue.

### *Proposal*

The Administrative staff is proposing the purchase of properties located at 550 24<sup>th</sup> Street and 2355 Porter Avenue for a future housing development.

#### **550 24<sup>th</sup> Street**

Description:            Tax ID # 01-026-0010, 01-026-0011 (1.096 acres)  
Seller:                    Kang S. Park IRA  
Purchase Price:        \$370,000  
Terms:                    \$5,000 Earnest Money  
                                  \$265,000 cash due at Closing  
                                  In-kind payment of property valued at \$100,000 (Tax ID Nos. 02-049-0003, 0004, and 0007) transferred at Closing



# Redevelopment Agency Meeting BOARD STAFF REVIEW

Closing Costs: Shared by Buyer and Seller  
Closing Date: January 11, 2015

The Seller of 550 24<sup>th</sup> Street has agreed to accept property currently owned by Ogden City and valued at approximately \$100,000 as partial payment for the property. In order to facilitate the property transaction, CED staff is proposing transferring the three parcels to the RDA prior to Closing on 550 24<sup>th</sup> Street.

The subject property, located at 448, 502 and 508 Shupes Lane (02-049-0007, 002-049-004, and 02-049-0003 respectively) was acquired by the City in the 1980's for expansion of the Sunchase Apartments. The expansion did not occur as planned and the City has held the property since that time.

***CS Note: A corresponding action by the City Council is required to transfer the property to the RDA in order to facilitate this property purchase.***

## **2355 Porter Avenue**

Description: Tax ID # 01-026-0012, 01-026-0047 (1.20 acres)  
Seller: Fredrick C. Cavendish Revocable Trust  
Purchase Price: \$470,000  
Terms: \$50,000 Earnest Money  
\$420,000 at Closing  
Closing Costs: Shared by Buyer and Seller  
Closing Date: July 2016

Demolition on 550 24<sup>th</sup> is planned for 2016. Demolition on 2355 Porter Avenue is planned for 2017. Total demolition costs for both properties are estimated to be \$200,000.

## **Funding Sources**

Funding for the property purchases comes from the following sources:



# Redevelopment Agency Meeting BOARD STAFF REVIEW

| FUNDING SOURCES                            | AMOUNT              | BUDGET YEAR       |                   |
|--------------------------------------------|---------------------|-------------------|-------------------|
|                                            |                     | FY2016            | FY2017            |
| Sale of Property - 24th/Adams (City funds) | \$ 248,000          | \$ 248,000        | \$ -              |
| Trade of Property - Shupes Lane (City)     | \$ (100,000)        | \$ (100,000)      | \$ -              |
| RDA Housing Funds - Purchase               | \$ 692,000          | \$ 172,000        | \$ 520,000        |
| RDA Housing Funds - Demolition             | \$ 200,000          | \$ 100,000        | \$ 100,000        |
| <b>TOTAL</b>                               | <b>\$ 1,040,000</b> | <b>\$ 420,000</b> | <b>\$ 620,000</b> |

A corresponding FY2016 Budget Amendments will be required to transfer the property sale proceeds to the RDA.

### *Questions*

1. Please review the proposed the terms of the real estate purchase contracts (REPC's).
2. Please outline the purposes for the property purchase.
3. Please explain the benefits to the City and/or Agency if these property purchases are approved.

---

**Board Staff Contact: Janene Eller-Smith, (801)629-8165**

RECEIVED

OGDEN CITY REDEVELOPMENT AGENCY TRANSMITTAL

OCT 27 2015

OGDEN CITY  
COUNCIL OFFICE

**DATE:** 10/14/15

**TO:** Ogden City Redevelopment Agency Board

**THROUGH:** Mark Johnson, CAO

**FROM:** Tom Christopulos, CED Director

**RE:** 550 24<sup>th</sup> Street Development

**STAFF CONTACT:** *W* Ward Ogden, Community Development Manager

**REQUESTED TIMELINE:** As soon as possible, but no later than 12/1/15

**RECOMMENDATION:** Adopt a resolution authorizing the acquisition and demolition of properties located at 550 24<sup>th</sup> Street and 2355 Porter Avenue for a future housing development project.

**DOCUMENTS:** Resolution. 550 24<sup>th</sup> Street Project aerial photo and site photos.

**BACKGROUND**

Two commercial buildings on approximately 2.2 acres are located at 550 24<sup>th</sup> Street and 2355 Porter Ave. Recently, St Joseph's completed construction of a community center and parking area which borders the west edge of the site. The site was rezoned from high density residential (which at some point allowed commercial uses) to R-3EC in the 1990's. The current commercial uses are non-conforming. The East Central Community Plan provides for infill housing on vacant and underutilized parcels, and for consolidation of improper multi-unit buildings.

The 24,112 square foot, three-story office building at 550 24<sup>th</sup> was built in 1974, and has been vacant since 2002. It has since become a target of vandalism, illegal occupancy, and deferred maintenance, leading to repeated Code Enforcement citations and liens. The 6,384 square foot building at 2355 Porter was built in 1970 and contains twelve small commercial spaces. The overall condition is poor. It presents a blighted image on the street, and to the patrons of the new St Joseph's Community Center. Owners of both buildings are interested in selling their properties. Staff have arranged for purchase contracts, subject to Ogden City RDA Board approval.

**PROPOSAL**

The 550 24th Street project achieves two purposes, alleviation of blight and provision of a new housing product for the near-downtown area. Purchase and removal of two buildings will alleviate blight and create an opportunity for an infill project on a highly visible corridor near the St Joseph's Catholic Church and 1.5 blocks east of Washington Blvd.

This 2.2 acre site provides a setting for a high density housing subdivision with housing types attractive to a unique market. The project is on the block north of and will synergize with Imagine Jefferson's new housing projects. Redevelopment of under-utilized land begun with the new St Joseph's Catholic Community Center will flow eastward as this new development is undertaken.

#### Phase I – Blight Alleviation:

Staff proposes to undertake this project in two phases. The first phase, to be undertaken this year, includes site acquisition and partial demolition. Staff proposes to purchase 550 24<sup>th</sup> Street for a price of \$370,000 plus closing costs. No commissions are involved. If the building were renovated and fully occupied, it would appraise at approximately \$1,100,000. Renovation costs of a conservative \$30/square foot multiplied by the 24,112 square foot size equals the difference between the purchase price and after-rehab value or \$730,000. This, however, would render a low-grade commercial building which does not contribute to the community. If occupancy falls below an acceptable level, the building would quickly revert to its current condition.

The resources anticipated for the purchase of 550 24<sup>th</sup> Street are:

1. Land Sales Proceeds: the sale of City land at 25<sup>th</sup> Street and Adams in August, 2015 for the Imagine Jefferson project resulted in \$248,000. A budget opening is proposed to add all of these funds to the City budget, and subsequent transfer to the RDA Housing Fund.
2. RDA Housing Fund: \$22,000 currently in the budget
3. In-Kind Land Transfer: Ogden City owns three parcels on Shupes Lane which were obtained in the 1980's to facilitate the expansion of the Sunchase Apartments. That expansion did not materialize, and the City has held these lots since that time. Due to the location and configuration of the lots, staff has not identified a viable redevelopment project to propose to the Council. However, the seller of 550 24<sup>th</sup> has agreed to take these lots as an in-kind trade in lieu of \$100,000 cash. These parcels are appraised at \$100,000, or 32,000 square feet times approximately \$3.00 per square foot. This is subject to Ogden City Council approval.

Staff proposes to purchase 2355 Porter Avenue for a price of \$470,000 plus closing costs. No commissions are involved. Staff have negotiated this price based on an appraised value of \$530,000 as determined by a recent appraisal commissioned by Ogden City. Sources for this purchase would come from the RDA Housing Fund. A down payment of \$50,000 would occur this fiscal year. The remaining \$420,000 would come from the RDA Housing Fund in FY17.

Demolition of the structure at 550 24<sup>th</sup> Street would occur this fiscal year at an estimated cost of \$100,000. The proposed source is RDA Housing Fund.

The remaining demolition including the removal of 2355 Porter and other site clearance activities would be approved to be completed in FY17, and would be funded by RDA Housing Funds as projected to be available in the FY17 budget.

Phase II – Housing Development:

As fund sources are obtained for the development over the next two years, land development and vertical construction would begin. Planning Commission and RDA Board approvals for the development project would be requested after funding for the development is identified.

**FISCAL IMPACT**

| Total       |           |           |                                         |
|-------------|-----------|-----------|-----------------------------------------|
| Sources     | FY16      | *FY17     | Description                             |
| \$248,000   | \$248,000 |           | Land sale proceeds                      |
| \$692,000   | \$172,000 | \$520,000 | RDA Housing Fund                        |
| \$100,000   | \$100,000 |           | Shupes Lane Land Value as In-Kind Trade |
| \$1,040,000 | \$520,000 | \$520,000 |                                         |
|             |           |           |                                         |
| Uses        |           |           |                                         |
| \$370,000   | \$370,000 |           | 550 24th Acquisition                    |
| \$470,000   | \$50,000  | \$420,000 | 2355 Porter Acquisition                 |
| \$200,000   | \$100,000 | \$100,000 | Demolition                              |
| \$1,040,000 | \$520,000 | \$520,000 |                                         |

\*FY17 Funds are estimated, but not committed

**RESOLUTION NO. 2015-22**

**A RESOLUTION OF THE OGDEN CITY REDEVELOPMENT AGENCY BOARD  
APPROVING THE ACQUISITION AND DEMOLITION OF PROPERTIES LOCATED  
AT 550 24<sup>TH</sup> STREET AND 2355 PORTER AVENUE**

**WHEREAS**, the properties at 550 24<sup>th</sup> Street and 2355 Porter Avenue (Properties, as described on Exhibit "A") are commercial buildings which are in a state of disrepair, are nonconforming as to land use, and with 550 24<sup>th</sup> Street being vacant since 2002; and

**WHEREAS**, the appearance and use of the Properties detract from this key location east of St Joseph's Catholic Church on the 24<sup>th</sup> Street corridor entry to Ogden's city center; and

**WHEREAS**, the East Central Community Plan provides for infill housing on vacant and underutilized parcels; and

**WHEREAS**, the owners of the Properties intend to sell the Properties; and

**WHEREAS**, purchase agreements have been negotiated with the owners of the Properties, subject to approval by the Ogden City Redevelopment Agency Board.

**NOW, THEREFORE, BE IT RESOLVED** by the Ogden City Redevelopment Agency Board as follows:

**PHASE I – BLIGHT ALLEVIATION**

1. 550 24<sup>th</sup> Street:

The Property at 550 24<sup>th</sup> Street, having parcel numbers 01-026-0010 and 01-026-0011 shall be acquired for the price of \$370,000.

Demolition of the commercial structure at 550 24<sup>th</sup> Street, with an estimated cost of \$100,000 shall be undertaken in FY16.

2. 2355 Porter Avenue:

The Property at 2355 Porter Avenue, having parcel numbers 01-026-0012 and 01-026-0047 shall be acquired for the price of \$470,000.

Demolition of the commercial structure and remaining site clearance, with an estimated cost of \$100,000 shall be undertaken in FY17, subject to Ogden City Redevelopment Agency Board approval of funds in the FY17 budget.

3. Financing for Phase I:

| Total       |           |           |                                         |
|-------------|-----------|-----------|-----------------------------------------|
| Sources     | FY16      | *FY17     | Description                             |
| \$248,000   | \$248,000 |           | Land sale proceeds                      |
| \$692,000   | \$172,000 | \$520,000 | RDA Housing Fund                        |
| \$100,000   | \$100,000 |           | Shupes Lane Land Value as In-Kind Trade |
| \$1,040,000 | \$520,000 | \$520,000 |                                         |
| Uses        |           |           |                                         |
| \$370,000   | \$370,000 |           | 550 24th Acquisition                    |
| \$470,000   | \$50,000  | \$420,000 | 2355 Porter Acquisition                 |
| \$200,000   | \$100,000 | \$100,000 | Demolition                              |
| \$1,040,000 | \$520,000 | \$520,000 |                                         |

Ogden City sources include the following, and are subject to a resolution authorizing their transfer to the Ogden City Redevelopment Agency.

- a. Land Sale Proceeds in the amount of \$248,000. This amount represents proceeds of sale of a parcel of land owned by Ogden City, and are proposed to be transferred from the Ogden City Budget to the RDA Housing Fund.
- b. Shupes Lane Land Value as In-Kind Trade with an estimated value of \$100,000. Ownership of three parcels of Ogden City land is proposed to be transferred to the Ogden City Redevelopment Agency. The Ogden City Redevelopment Agency would then transfer ownership of the Shupes Lane parcels as partial payment towards the purchase of the Property at 550 24<sup>th</sup> Street.

\*FY17 Funds are estimated, but not committed

PHASE II – HOUSING DEVELOPMENT

Plans for financing and development of housing will be brought forward for Ogden City Redevelopment Agency Board approval. The projected timeframe for approval of financing and design is in FY18.

IN WITNESS WHEREOF, the Ogden City Redevelopment Agency Board has approved, passed and adopted this Resolution this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

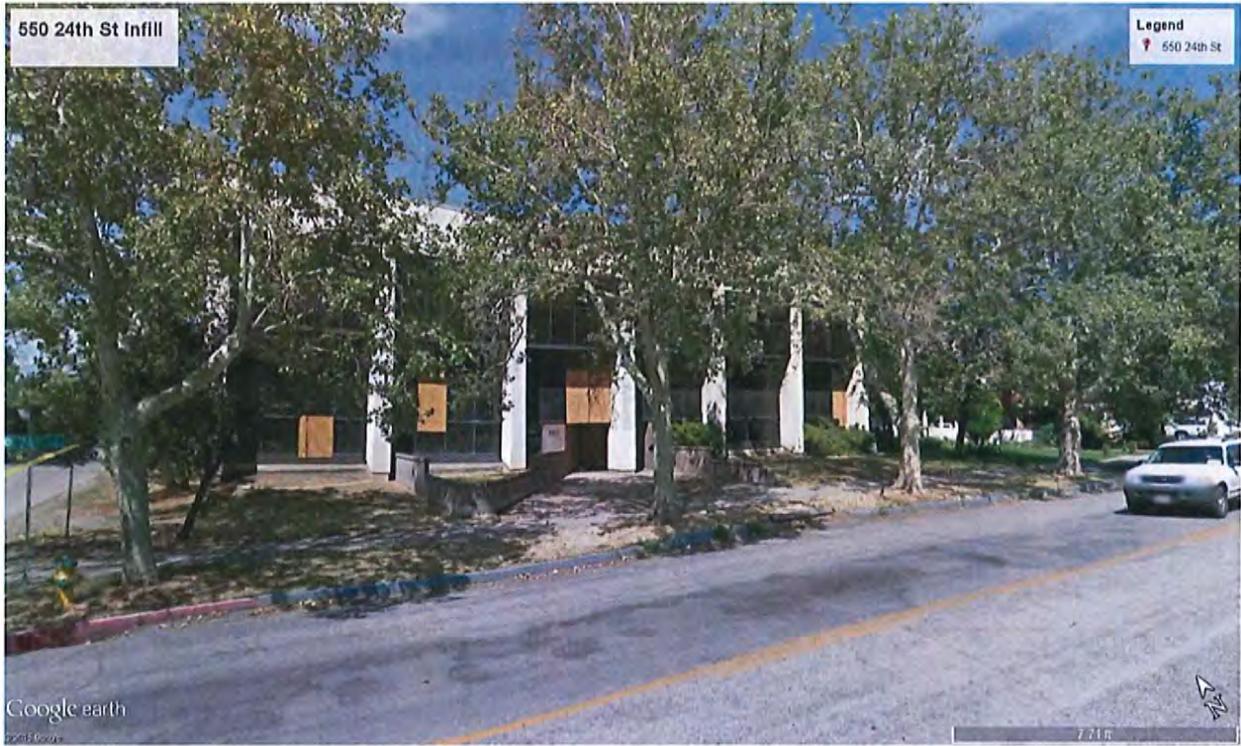
\_\_\_\_\_  
Chair

ATTEST: \_\_\_\_\_

APPROVED AS TO FORM: \_\_\_\_\_  
Legal                      Date







**550 24<sup>th</sup> Street**



**2355 Porter**



**2300 Porter (Street Vacated 1/4/79)**



**2355 Porter – Rear facing St Joseph's Community Center**

## Real Estate Purchase Contract

THIS REAL ESTATE PURCHASE CONTRACT ("Contract") made and entered into on the 28<sup>th</sup> day of September, 2015 ("Effective Date") is for the purchase of the Property described herein by and between **KANG S PARK IRA**, a Utah entity together with its successors or assigns, (as the "Seller"), and **THE OGDEN CITY REDEVELOPMENT AGENCY**, a Utah political entity, together with his successors or assigns, (as the "Buyer"). Buyer and Seller are individually referred to herein as a "Party" and collectively referred to as the "Parties".

### RECITALS

WHEREAS, Seller owns or shall own certain real property located at 550 24<sup>th</sup> Street in Ogden, Weber County, Utah as more particularly described in this Contract; and

WHEREAS, Buyer desires to purchase such real property under the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

#### **1. Description of Property.**

- 1.1 Real Property. The real property which is the subject of this Contract are those certain parcels consisting of approximately 47,770 square feet (1.096 acres) located at 550 24<sup>th</sup> Street, Weber County, Ogden, Utah (APN# 01-026-0010 and 01-026-0011), as legally described under Exhibit A – Property Description which is attached to and made part of this Contract (the "Property" or "Land") excepting the Excluded Real Property as defined below.
- 1.2 Included Items. Unless excluded herein, sale of the Property is in "as-is" condition and includes any and all above grade and below grade improvements and fixtures presently attached to the Property.
- 1.3 Excluded Real Property. None

#### **2. Purchase Price.** Subject to the terms, covenants and conditions of this Contract, the total "Purchase Price" for the Property shall be **THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000.00)** which shall be paid by Buyer to Seller as follows:

- A. Earnest Money Payment to be paid to the Closing Agent within seven (7) days of the Effective Date. The Earnest Money Payment shall be applicable to the total Purchase Price according to the provisions of this Contract: **FIVE THOUSAND DOLLARS (\$5,000).**
- B. Payment at Closing – **ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000)** payable to Seller in certified funds or other acceptable funds.

C. Balance of Purchase Price – TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) payable to Seller in accordance with the terms of a Promissory Note secured by a Trust Deed lien on the Property substantially in the form of the attached Exhibit B – Trust Deed and Note, which shall contain the following general terms:

a. Buyer shall pay to Seller at the office of the Closing Agent one (1) lump sum payment of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000) on or before August 31<sup>st</sup>, 2017 and shall contain other terms and conditions that shall be fair and equitable between the Parties.

**3. Contract Deadlines.**

Effective Date of Contract: the date in which both Parties have signed herein as shown in the first paragraph of this Contract

Seller Disclosure Deadline: twenty (20) days from the Effective Date

Due Diligence Deadline: forty-five (45) days from the Effective Date

Closing Date: Closing of this sale shall be held thirty (30) days from the Due Diligence Deadline at the office of Lincoln Title Company, 2225 Washington Blvd #110, Ogden, Utah 84401 (the "**Closing Agent**").

Closing-Extension Period(s). Buyer may, at Buyer's sole option, extend the Closing Date under this Contract a single thirty (30) day period ("**30 day Extension Period**") by payment in the amount of ONE THOUSAND DOLLARS (\$1,000) ("**Extension Payment**") for such 30 day Extension Period. The Parties mutually acknowledge and agree that such Extension Payment (a) shall be immediately released to the Seller by Closing Agent, and (b) shall not be applied towards the Purchase Price.

**4. Seller Disclosures.** On or before the Seller Disclosure Deadline, Seller shall deliver to Buyer the following documents which are collectively referred to as the "**Seller Disclosures**":

4.1 Commitment for Title Insurance. A preliminary report or commitment for title insurance (such report or commitment, as it may be amended, supplemented and updated, is referred to as the "**Preliminary Title Report**") in the full amount of the Purchase Price, with Buyer as the proposed insured, showing all matters affecting title to the Property including any and all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property (collectively, the "**Exceptions to Title**") together with legible copies of all recorded documents constituting or evidencing such Exceptions to Title.

4.2 Property Agreements. Copies of any and all written leases, tenancies, rental agreements, service contracts, licenses, management agreements, landscaping agreements, maintenance agreements, and any and all other agreements affecting the Property, and a full written description of any such agreements which are not written (collectively, the "**Property Agreement(s)**"). No later than five (5) business days following Buyers receipt of any such Property Agreement, Buyer shall notify Seller in writing as to whether Buyer

approves or disapproves of such Property Agreement. With respect to each such Property Agreement, Buyer may either direct Seller to assign Seller's interest under such Property Agreement to Buyer as of the Closing Date, or Buyer may direct Seller to terminate such Property Agreement as of the Closing Date. In the event Buyer fails to provide Seller with any directions regarding a particular Property Agreement, Seller shall presume that such Property Agreement has not been accepted by Buyer, and Seller shall take all steps necessary to terminate such Property Agreement as of the Closing Date. Seller shall indemnify, defend and hold harmless Buyer from and against any obligation, claim, demand, loss, liability, cause of action, cost and expense (including reasonable attorneys' fees) with respect to any Property Agreement that is terminated as of the Closing Date pursuant to this Subsection 4.2, including all termination and other similar fees.

4.3 Environmental Assessments. Copies in Seller's possession, if any, of any studies, assessments and/or reports which have previously been done on the Property including, without limitation, environmental reports, soils studies, site plans and surveys (collectively, "**Environmental Assessments**").

4.4 Building/Zoning Code Violations. Written notice of any claims and/or conditions known to Seller relating to Property building or zoning code violations.

4.4.5 Other Material Information. Written notice of any claims, conditions or information which may materially impact Buyer's decision to purchase the Property.

4.6 Failure to Deliver Seller Disclosures. If Seller is unable or unwilling to deliver to Buyer any of the Seller Disclosures, Buyer may immediately terminate this Contract. If Buyer so terminates this Contract, all monies paid by Buyer up to the time of termination shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

5. ALTA/ACSM Land Title Survey. Buyer may obtain, at Buyer's expense, an ALTA/ACSM Land Title Survey ("**Survey**"). In the event a Survey is obtained, if Buyer and Seller do not mutually approve the information delineating the legal boundaries of the Property by the Due Diligence Deadline, this Contract shall be terminated and declared null and void on a non-default basis, by either Party providing notice to the other Party, and both Parties shall be relieved of any and all obligations and liabilities under this Contract and any monies paid shall be released from the Seller and returned to Buyer pursuant to this provision.
6. Inspection of Property. From the Due Diligence Date, and continuing through and including the date of the termination of this Contract or the Closing, Buyer and its representatives shall have the right to enter upon the Property to conduct any and all inspections and investigations as Buyer may desire to determine the condition and suitability of the Property for Buyer's intended use. Buyer, in the conduct of such investigations and inspections, shall not unreasonably interfere with any existing operations on the Property and Buyer shall indemnify and hold Seller harmless from and against any and all physical damage to the Property resulting from Buyer's investigation of the Property.
7. Buyer's Review and Approval of Seller Disclosures. From the Effective Date, and continuing until the Due Diligence Deadline, Buyer shall have the right to review and approve the Seller Disclosures and Preliminary Title Report as provided under this

Section 7. If Buyer elects to terminate this Contract pursuant to this Section 7, all Earnest Money shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

7.1 Unpermitted Exceptions. If Buyer objects to any Exceptions to Title appearing in the Preliminary Title Report (the “**Unpermitted Exceptions**”) Buyer shall notify Seller of such objection in writing no later than fifteen (15) days following Buyer’s receipt of the Preliminary Title Report, and Seller shall make reasonable efforts to have such Unpermitted Exceptions removed from the Preliminary Title Report no later than fifteen (15) days after Seller has received from Buyer written notice of such Unpermitted Exceptions. If Seller is unable or unwilling to remove such Unpermitted Exceptions from the Preliminary Title Report within such time period, Buyer may terminate this Contract.

7.2 Property Agreements. If Buyer objects to any Property Agreement, Buyer shall notify Seller of such objection in writing no later than fifteen (15) days following Buyer’s receipt of such Property Agreement. If Seller is unable or unwilling to resolve Buyer’s objections regarding any particular Property Agreement, Buyer may terminate this Contract and all parties shall be relieved of all liabilities under this Contract.

7.3 Environmental Assessments. In the event that Buyer determines, in Buyer’s sole discretion, that any Environmental Assessment indicates the Property may not be appropriate, feasible, economically and/or environmentally viable for Buyer’s planned use and/or development, Buyer may terminate this Contract and all parties shall be relieved of all liabilities under this Contract.

7.4 Building/Zoning Code Violations. In the event Buyer determines, in Buyer’s sole discretion, that any claims and/or conditions relating to Property building or zoning code violations may adversely impact Buyer’s planned use and/or development of the Property, Buyer may terminate this contract and all parties shall be relieved of all liabilities under this Contract.

7.5 Other Material Information. In the event Buyer determines, in Buyer’s sole discretion, that any additional information provided by Seller or obtained by Buyer regarding the Property may adversely impact Buyer’s planned use and/or development of the Property, Buyer may terminate this contract and all parties shall be relieved of all liabilities under this Contract.

7.6. Consequences of Review. Buyer’s inspection, review or approval of the Property, documents or any other materials shall be solely for Buyer’s own benefit, and shall not be deemed to be or to result in any warranty, representation or conclusion relative to the technical adequacy of the subject of such inspection, review or approval, the safety, soundness or quality of the Property or the Property’s compliance with applicable law. No such inspection, review or approval shall not reduce or qualify, in any manner, any of Seller’s representations or warranties that may be specifically set forth in this Agreement.

8. **Buyer’s Right to Cancel.** Buyer’s obligation to purchase the Property under this Contract is conditioned upon the following:

8.1 Buyer has inspected and approved the physical condition of the Property;

8.2 Buyer has reviewed and approved the content of any and all Seller Disclosures pursuant to Sections 4 and 7 of this Contract, including any survey information obtained

by Buyer at Buyer's expense;

8.3 Buyer's receipt and approval of the Final Title Policy, insuring that Seller has and can deliver to Buyer good and marketable title to the Property at Closing, pursuant to the terms of this Contract.

8.4 Buyer has received all regulatory and administrative approvals necessary to perfect the terms and conditions of this Contract, including, but not limited to, the approval by resolution from the Ogden City Redevelopment Agency Board.

9. **Buyer's Due Diligence.** As used in this Contract, the term "**Buyer's Due Diligence**" collectively refers to Buyer's completion of each of the conditions set forth in Section 6 and 7. No later than the Due Diligence Deadline, Buyer shall complete all of Buyer's Due Diligence. If by the expiration of the Due Diligence Deadline (a) Buyer does not cancel this Contract as provided herein; or (b) Buyer does not deliver a written objection to Seller regarding any Buyer's Due Diligence; or (c) the Parties have not agreed in writing to extend the Due Diligence Deadline, it shall be deemed that Buyer has completed and/or approved each of the Buyer's Due Diligence; and the contingencies referenced in Section 6 and 7 shall be deemed as completely and unconditionally waived by Buyer.

10. **Seller's Warranties and Representations.** As of the Effective Date, Seller makes the representations and warranties listed below. **Such warranties and covenants shall not survive the Closing unless otherwise specifically stated below.** In the event of a breach of any of the representations and warranties specified below prior to the Closing, upon written notice by and at the election of Buyer, Buyer may terminate this Contract and neither Seller nor Buyer shall have any further rights or obligations under this Contract.

10.1 **Title.** Seller is the sole owner and is in exclusive possession of the Property. Seller holds good and marketable title to the Property in fee simple, and will convey good and marketable title to Buyer, including all of Seller's right, title, and interest in the Property at the Closing by special warranty deed free and clear of all liens and encumbrances other than those Exceptions to Title and/or Property Agreements Buyer has accepted or otherwise failed to object to pursuant to this Contract. Buyer understands and agrees that, pursuant to Subsection 10.3 of this Agreement, Buyer must obtain a Final Title Policy to insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property. As such, Seller makes no representations or warranties regarding title to the Property beyond the Closing.

10.2 **No Changes During Transaction.** Seller agrees that from the Effective Date and continuing until the Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property. Should Seller so encumber the Property after the Effective Date, then Seller shall be obligated to remove all such encumbrances on or prior to the Closing.

10.3 **Title Policy.** At the Closing, Seller shall provide, at the sole cost of the Seller, a standard-coverage owner's policy of title insurance by a title insurance company in the total amount of the Purchase Price ("**Final Title Policy**") in order to adequately insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property including, without limitation, the enforcement of

liens that may exist against such Property. If title to the Property cannot be made insurable through an escrow agreement upon the Closing, the Seller shall return all Earnest Money to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

10.4 Seller Parties. The persons and entities comprising Seller represent all parties owning fee title to the Property as of the Effective Date. Seller is fully authorized to convey the Property pursuant to this Contract. The representations set forth in this Subsection 10.4 shall survive the Closing.

10.5 No Proceedings. As of the Effective Date, to the best of Seller's knowledge, there are no existing, pending or threatened condemnation proceedings, zoning or land use proceedings, utility moratoriums, use moratoriums, improvement moratoriums, or legal, administrative or other proceedings or assessments, formal or informal, affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 10.5.

10.6 No Leases. At the time of Closing the Property will not in whole or in part be subject to any leases tenancies or rental agreements other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Agreement. The representations set forth in this Subsection 10.6 shall survive the Closing.

10.7 No Contracts. Seller has not and will not enter into any oral or written contracts, agreements, listings, or understandings affecting the Property which may become binding upon Buyer other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Agreement. The representations set forth in this Subsection 10.7 shall survive the Closing.

10.8 Compliance With Laws. As of the Effective Date, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof. The ownership, operation and use of the Property are in compliance with and do not violate any applicable federal, state or municipal law, ordinance, rule or regulation, including but not limited to, one relating to building, subdivision, zoning, health, the environment or disabled persons. In addition, Seller has no knowledge of any pending law ordinance, order, regulation or requirement that would affect the present use and operation of the Property. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property is suitable for Buyer's intended purposes, and determining whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 10.8.

10.9 Environmental. To the best of Seller's knowledge, during the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, mold, or any other pollutants or contaminants (hereinafter collectively referred to as "**Pollutants**") on or in the Property in violation of any applicable law, rule or ordinance. To the best of Seller's knowledge, Seller warrants that Seller has complied with all applicable local, state

or federal environmental laws and regulations, and there are no wells, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property. To the best of Seller's knowledge, prior to Seller's acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property. To the best of Seller's knowledge, no underground tank for storage of gasoline or other purpose is located on the Property.

10.10 Other Commitments. No commitments relating to the Property have been made to any governmental authority, utility company, school board, church or other religious body, association or other organization, group or individual which would impose an obligation on Buyer or Buyer's successors or assigns to make, or which would establish as a condition to development or subdivision or any part of the Property the making of, any contribution or dedication of money or land or any improvements of a public or private nature on or off the Property. No governmental authority has imposed any requirement that any owner of the Property pays directly or indirectly any special fees or contributions or incurs any expenses or obligations in connection with the Property.

10.11 Other Agreements. No management agreement, landscaping or maintenance agreement, security agreement, assignment, ground lease, easement, employment agreement, licensing agreement, insurance policy, employee welfare plan, labor agreement or other contract or agreement exists, whether oral or written, affecting or relating to the Property, which will remain in effect after the Closing, except as have been disclosed in writing to and approved by Buyer. Each such agreement and contract is in full force and effect in accordance with its terms, is assignable without the necessity of consent of any third party and is cancellable, without cost or expense, on not more than thirty (30) days' notice. Each obligation of Seller and each other party under each such agreement and contract has been performed, no party to any such agreement or contract has asserted any claim of default or offset against Seller and no event has occurred or failed to occur, the occurrence or nonoccurrence of which would in any way affect the validity or enforceability of any such agreement or contract.

10.12 Judgment. No adverse or unpaid judgment is outstanding directly and solely against Seller relating to the Property or the operation of the Property that might affect the ability of Seller to perform Seller's obligations under this Agreement. The representations set forth in this Subsection 10.12 shall survive the Closing.

10.13 No Violation of Law by Seller. Seller is not in violation of, and the execution by Seller of this Agreement and the performance by Seller of Seller's obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the ability of Seller to perform Seller's obligations under this Agreement.

**11. Closing Costs.** Closing costs and prorations shall be prorated as follows:

11.1 Taxes and Utilities. All ad valorem and excise taxes and utilities shall be prorated to the date of Closing. If the current year's taxes are not known as of the date of Closing, the proration shall be based upon the previous year's taxes with an adjustment made between Seller and Buyer when the current year's taxes are known.

11.2 Prepayment Penalties. Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens and security interests against the Property, if

any.

*Seller and Buyer equally* <sup>KC</sup> <sup>ML</sup>

11.3 Fees. Any escrow fee charged by either Party's title company shall be shared equally between Buyer and Seller. ~~Seller~~ shall pay the fee charged by the escrow/closing office for its services in the settlement/closing process. Each Party will pay its own attorney's fees. Buyer shall pay the cost of recording the Deed.

11.4 Other. All other bills or charges including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing. All rents and other similar payments shall be prorated to the date of Closing.

12. **Default.**

12.1 Buyer Default. If Buyer defaults after Seller's satisfaction of all of its obligations hereunder, Seller's sole remedy shall be to cancel the Contract and retain any and all monies paid by Buyer up to the time of default as liquidated damages.

12.2 Seller Default. If Seller defaults after Buyer's satisfaction of all of its obligations hereunder, Buyer's sole remedy shall be to cancel the Contract, and require the return of the all monies paid by Buyer up to the time of default.

13. **Closing; Time of the Essence.** Unless extended by mutual agreement of the Parties, the sale contemplated by this Contract shall be closed no later than the Closing Date at the office of the Closing agent or a reasonable location mutually agreed upon by the Parties. Notwithstanding the previous sentence, Buyer may, at Buyer's sole discretion, elect to close this transaction prior to the end of the Due Diligence Deadline. In the event this sale cannot be closed by the Closing Date due to interruption of transport, strikes, fire, flood, extreme weather, governmental regulations, delays caused by lender, acts of God, or similar occurrences beyond the control of Buyer or Seller, then the Closing shall be extended seven (7) days beyond the cessation of such interruption or condition, but in no event more than fifteen (15) days beyond the Closing Date. Thereafter, time is of the essence. This provision relates only to the extension of the Closing. As used in this Contract, the term "**Closing**" shall mean (i) the balance of the purchase price has been delivered to Seller or to the escrow/closing office; and (ii) any and all documents necessary to complete the sale of the Property have been recorded in the office of the county recorder

14. **Authority of Signers.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller. The person or persons executing and delivering this Agreement on behalf of Seller have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

15. **Real Estate Commissions.** Buyer has elected to not be represented by a real estate broker as part of Buyer's purchase of the Property. Any commissions due between Seller and its real estate broker, if any, shall be paid by Seller and governed by a third-party contract

between those parties.

16. **Exclusive.** Seller shall not rent, lease, sell, or enter into any such offer with any other party from the date of delivery of this Contract and until the Closing or termination of this Contract as provided herein.
17. **Entire Contract; Amendments.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the Parties whether oral or written and whether made by either Party, or by anyone acting on behalf of either Party, all of which shall be deemed to be merged in this Contract and shall be of no further force or effect. No amendment, modification or change in this Contract shall be valid or binding unless reduced to writing and signed by all of the Parties.
18. **Risk of Loss.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the Closing.
19. **Assignment.** Buyer may transfer or assign this Contract and all rights created under this Contract to any person or entity, without the need for obtaining any consent or approval from Seller. In the event of assignment, this Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger of either party hereto.
20. **Notices.** Any notices to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

**SELLER:** Kang S Park  
PO Box 2308  
Salt Lake City, Utah 84110

**BUYER:** Ogden City Redevelopment Agency  
2549 Washington Blvd  
Suite #420  
Ogden, Utah 84401

**WITH COPY TO:** Ogden City Attorney  
2549 Washington Blvd  
Suite #840  
Ogden, Utah 84401

21. **Interpretation.** The provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association or other entity or association or any combination thereof. For purposes of this Contract, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Contract or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
22. **Possession.** Buyer shall be entitled to possession of the Property at the Closing Date unless otherwise specified herein.
23. **Binding Effect.** The provisions of this Contract shall bind and inure to the benefit of the Parties and their respective successors and assigns. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act, which may be necessary or proper to carry out the purposes of this Contract.
24. **Procedure.** The Parties understand that the Agency shall require the approving action of the Ogden City Redevelopment Agency Board and all terms and conditions herein are subject to such approval.

**SIGNATURES ON FOLLOWING PAGE**

IN WITNESS WHEREOF, each of the Parties has executed this Contract.

**SELLER:**

THE KANG S PARK IRA,  
a Utah entity

By: [Signature] for Kang S Park IRA  
Name: Kang S Park IRA  
Its: 9/4/2015

**BUYER:**

OGDEN CITY REDEVELOPMENT AGENCY  
a Utah political entity

By: [Signature]  
Michael P. Caldwell, Executive Director

**ATTEST:**

[Signature]  
Agency Secretary *Acting*

**APPROVED AS TO FORM:**

[Signature]  
Agency Attorney



**EXHIBIT A**

to  
Real Estate Purchase Contract

The Property

**BLOCK 30 PLAT A**

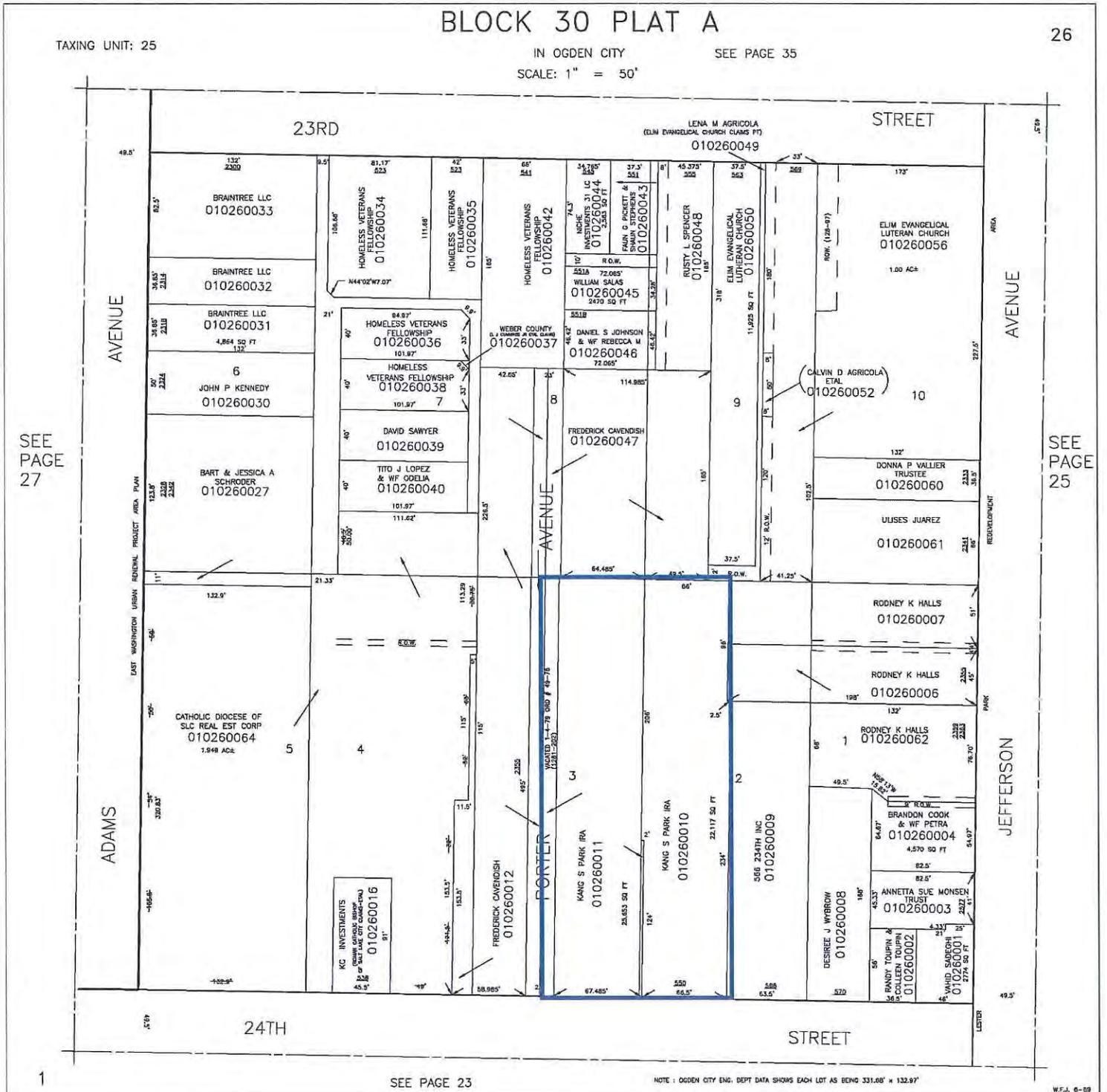
TAXING UNIT: 25

IN OGDEN CITY

SEE PAGE 35

26

SCALE: 1" = 50'



SEE PAGE 27

SEE PAGE 25

1

SEE PAGE 23

NOTE: OGDEN CITY ENG. DEPT DATA SHOWS EACH LOT AS BEING 331.08' x 132.97'

W.F.J. 6-09

**EXHIBIT B**  
to  
Real Estate Purchase Contract

Form of Trust Deed and Note

WHEN RECORDED, MAIL TO

**Kang S Park  
PO Box 2308  
Salt Lake City, Utah 84110**

TRUST DEED  
With Assignment of Rents

THIS TRUST DEED, made this \_\_\_ day of \_\_\_\_\_, 2015 between Ogden City Redevelopment Agency, as TRUSTOR, whose address is 2549 Washington Blvd., Ogden, UT 84401, and Lincoln Title Company, as TRUSTEE, and The Kang S Park IRA, a Utah entity, as BENEFICIARY,

WITNESSETH That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described property, situated in Weber County, State of Utah:

PART OF LOT 2, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 2 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE EAST 66.5 FEET, THENCE NORTH 234 FEET, WEST 2.5 FEET, NORTH 96 FEET, THENCE WEST 66 FEET, THENCE SOUTH 206 FEET, THENCE EAST 2 FEET, SOUTH 124 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH A PERPETUAL RIGHT TO USE THE FOLLOWING DESCRIBED TRACT OF LAND FOR AS A ROAD WAY TO-WIT: PART OF LOT 9, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 2 RODS WEST OF THE NORTHEAST CORNER OF SAID LOT 9, AND RUNNING THENCE SOUTH 20 RODS, THENCE WEST 3 RODS, THENCE NORTH 12 FEET, THENCE EAST 37.5 FEET, THENCE NORTH 318 FEET, THENCE EAST 12 FEET TO THE PLACE OF BEGINNING.

Tax ID#: 01-026-0010

PART OF LOTS 2 AND 3, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 2 FEET EAST FROM THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE WEST 67.485 FEET, THENCE NORTH 330 FEET; THENCE EAST 65.485 FEET, THENCE SOUTH 206 FEET, THENCE EAST 2 FEET, THENCE SOUTH 124 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH 1/2 OF THE VACATED STREET ABUTTING THEREON (1281-202).

Tax ID#: 01-026-0011

Property Address: 550 24<sup>th</sup> Street, Ogden, Utah

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto

belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING (1) payment of the indebtedness evidenced by a promissory note of even date herewith, in the principal sum of \$ \_\_\_\_\_, made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or renewals or modifications thereof (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or advances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law, to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property, Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts; showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and ally extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property, to pay, when due, all encumbrances, charges, and liens with interest on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

7. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure at the rate of ten per cent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

8. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief thereof, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceeding, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards damages rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation , award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

9. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the note for endorsement (in case of full reconveyance, for cancellation

and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby Trustee may (a) consent to the making of any map or plat of said property; (b) join in granting any easement or creating any restriction thereon, (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for and of the services mentioned in this paragraph.

10. As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

11. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

12. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

13. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

14. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said

property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

15. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of ( 1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at 10%, per annum from date of expenditure, (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

16. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

17. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

18. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

19. Trustee accepts this Trust when this Trust Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Trust Deed or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

20. This Trust Deed shall be construed according to the laws of the State of Utah.

21. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address herein before set forth.

Dated the day and year first above written.

Signature of Trustor

\_\_\_\_\_  
  
\_\_\_\_\_

STATE OF UTAH

ss.

COUNTY OF \_\_\_\_\_

On the \_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same.

\_\_\_\_\_  
Notary Public

For Corporation

STATE OF UTAH

ss.

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ A.D., 20\_\_\_\_  
personally appeared before me \_\_\_\_\_, the

\_\_\_\_\_ who being be me first duly sworn, on oath, did depose and say that he executed the foregoing instrument for and on behalf of the \_\_\_\_\_ on the authority of a Motion of its Board of Directors.

\_\_\_\_\_  
Notary Public

## PROMISSORY NOTE

1. FOR VALUE RECEIVED, the undersigned jointly and severally promise(s) to pay to the order of The Kang S Park IRA, a Utah entity (hereinafter called "Lender"), the sum of two hundred forty thousand dollars (\$240,000) on or before August 31, 2017.

2. RIGHT TO PREPAY NOTE

The undersigned reserve(s) the right to prepay at any time all or any part of the principal amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to the monthly fee, second to late charges, if any, third to the interest, and the remaining balance shall be applied to principal. Except as provided below, all payments on this Note shall be credited as of the due date thereof without adjustment of interest because paid either before or after such due date.

3. DEFAULT AND LATE PAYMENT PROVISIONS

IN THE EVENT the undersigned shall fail to pay the principal amount of this Note when due, and if such failure be subsisting fifteen days beyond said due date, the unpaid principal amount of this Note, together with late charges, and together with unpaid and accrued interest, if any, shall at once become due and payable, at the option of the Lender, without notice to the undersigned. Failure of the Lender to exercise such option shall not constitute a waiver of such default. No default shall exist by reason of nonpayment of any required installment of principal so long as the amount of the optional prepayments already made pursuant hereto equals or exceeds the amount of the required installments.

If the principal of this Note is not paid within 15 days of the due date, the undersigned shall pay to the Lender a one-time late charge of four percent (4%) on any installment not paid within 15 days of its due date. If this Note be reduced to judgment, such judgment should bear the statutory interest rate on judgments, but not to exceed twelve percent (12%) per annum.

4. SALE, ASSIGNMENT, CONVEYANCE OR TRANSFER OF INTEREST CLAUSE, ETC.

It is understood and agreed by the undersigned that the loan or value which the undersigned received from the Lender, the receipt of which is hereby acknowledged, is a "no-interest loan" made for the purpose of financing the purchase of real estate.

The undersigned further covenants and agrees that:

- a. In the event that the undersigned sells, conveys, disposes, or assigns any interest in the property used to secure this Note, or makes any intervivos transfer of said property, or allows title thereto to become vested in any other person or persons in any manner whatsoever, or agrees to do any of the acts specified herein without the

express written consent of the Lender being first obtained; or,

- b. In the event that the undersigned or its assignee(s) shall become insolvent, become bankrupt, either voluntary or involuntary, or make a general assignment for the benefit of creditors; or if any proceeding for enforcement of a judgment is commenced against the property of undersigned, or other person liable on this Note; or if a petition for any relief under any law relating to the relief of debtors or readjustment of indebtedness shall be filed by undersigned; or if a writ or order of attachment is issued against any of the property used to secure this title;

then it is understood and agreed by the undersigned that, notwithstanding any other provisions of this Note or the accompanying security instrument used to secure this Note, the entire unpaid balance amount of this Note, together with late charges, shall become immediately due and payable on demand in one lump sum, at the option of the Lender, without notice to the undersigned. Failure of the Lender to exercise such option shall not constitute a waiver of such default.

5. COSTS AND ATTORNEY'S FEES

If suit is instituted by the Lender to recover on this Note, the undersigned agree(s) to pay all costs of such collection including reasonable attorney's fees and court costs.

6. SECURITY

THIS NOTE is secured by Trust Deed (See legal description) duly filed for record in Weber County Recorder's Office.

7. WAIVER OF DEMAND, PROTEST, AND NOTICE

DEMAND, protest and notice of demand and protest are hereby waived, and the undersigned hereby waives, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned as of this date.

By: \_\_\_\_\_

By: \_\_\_\_\_

**Addendum #1 To  
Real Estate Purchase Contract**

This is an Addendum to that Real Estate Purchase Contract (REPC) with an Effective Date of September 28, 2015, between KANG S PARK IRA, a Utah entity together with its successors or assigns, (as the "Seller"), and THE OGDEN CITY REDEVELOPMENT AGENCY, a Utah political entity, together with his successors or assigns, (as the "Buyer") regarding the property located at 550 24<sup>th</sup> Street, Ogden, UT. The following terms are hereby incorporated in the REPC:

**Section 2. Purchase Price** is hereby changed in its entirety as follows:

**Purchase Price.** Subject to the terms, covenants and conditions of this Contract, the total "**Purchase Price**" for the Property shall be **THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000.00)** which shall be paid by Buyer to Seller as follows:

- A. **Earnest Money Payment** to be paid to the Closing Agent within seven (7) days of the Effective Date. The Earnest Money Payment shall be applicable to the total Purchase Price according to the provisions of this Contract: **FIVE THOUSAND DOLLARS (\$5,000)**.
- B. **Cash Payment at Closing - TWO HUNDRED SIXTY FIVE THOUSAND DOLLARS (\$265,000)** payable to Seller in certified funds or other acceptable funds.
- C. **In-Kind Payment at Closing** - Three parcels of land (the "In-Kind Payment Parcels") having a combined value of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** shall be transferred by Special Warranty Deed from Buyer to Seller upon closing. The In-Kind Payment Parcels are those certain parcels consisting of approximately 32,000 square feet located at 448, 502, and 508 Shupes Lane, Weber County, Ogden, Utah (APN# 02-049-0007, 02-049-0004 and 02-049-0003), as legally described under **Exhibit C - In-Kind Payment Parcels** which is attached to and made part of this Contract.

**Section 3. Contract Deadlines**

Deadline for Seller's acceptance of this Addendum #1, and return of signed copy to Buyer, is 5:00pm on Friday October 23, 2015.

If this Addendum #1 is accepted by Seller and returned to Buyer on or before 5:00pm Tuesday, October 13, 2015, then the Contract Deadlines will remain unchanged.

If this Addendum #1 is accepted by Seller and returned to Buyer after 5:00pm Tuesday, October 13, 2015, and before 5:00pm on Friday October 23, 2015, then the Closing Date shall be

changed from thirty (30) days from the Due Diligence Deadline to ninety (90) days from the Due Diligence Deadline.

To the extent the terms of this Addendum modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including prior addenda and counteroffers, not modified by this Addendum shall remain the same.

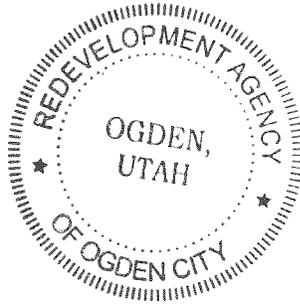
This Addendum #1 may be signed in counterpart copies and electronic signatures are hereby accepted by the parties.

THE KANG S PARK IRA,  
A Utah entity

OGDEN CITY REDEVELOPMENT AGENCY  
a Utah political entity

*[Handwritten Signature]*  
\_\_\_\_\_  
Seller Signature  
By: Kang S Park  
Date IRA  
10/13/2015

*[Handwritten Signature]*  
\_\_\_\_\_  
Buyer Signature  
By: Michael P. Caldwell, Executive Director  
Date *10*



ATTEST:  
*[Handwritten Signature]*  
\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:  
*[Handwritten Signature]*  
\_\_\_\_\_  
Agency Attorney

**EXHIBIT C**

to

## Real Estate Purchase Contract

**In-Kind Payment Parcels**

PART OF LOT 1, BLOCK 66, PLAT C, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT SOUTH 89D02' EAST 322.58 FEET, SOUTH 0D58' WEST 72.15 FEET FROM THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 0D58' WEST 132 FEET; THENCE NORTH 89D02' WEST 51.65 FEET; THENCE NORTH 47D40' WEST 22.1 FEET; THENCE NORTH 1D36' EAST 117.39 FEET; THENCE SOUTH 89D02' EAST 66.74 FEET TO THE POINT OF BEGINNING.

02-049-0007

PART OF LOT 1, BLOCK 66, PLAT C, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT A POINT 543.89 FEET SOUTH 89D02' EAST AND 72.15 FEET SOUTH 0D58' WEST FROM THE MOST WESTERLY CORNER OF SAID LOT 1, RUNNING THENCE SOUTH 0D58' WEST 132.0 FEET TO THE NORTH LINE OF SHUPE LANE; THENCE WEST 100.0 FEET ALONG THE NORTH LINE OF SAID LANE; THENCE NORTH 0D58' EAST 132.0 FEET TO A POINT NORTH 89D02' WEST FROM THE PLACE OF BEGINNING; THENCE SOUTH 89D02' EAST 100.0 FEET TO THE PLACE OF BEGINNING. 02-049-0004

PART OF LOT 1, BLOCK 66, PLAT C, OGDEN CITY SURVEY: BEGINNING AT A POINT WHICH IS SOUTH 43D30' WEST 285.12 FEET AND NORTH 89D02' WEST 443.15 FEET AND SOUTH 7D26' WEST 103.97 FEET FROM THE MOST EASTERLY CORNER OF SAID LOT 1, AND RUNNING THENCE SOUTH 7D26' WEST 145.98 FEET; THENCE WEST 55.35 FEET; THENCE NORTH 0D58' EAST 145.95 FEET; THENCE SOUTH 89D02' EAST 83.45 FEET TO THE PLACE OF BEGINNING. SUBJECT TO A RIGHT-OF-WAY OVER AND ACROSS THE SOUTH 12 FEET, MORE OR LESS OF SAID PROPERTY KNOWN AS SHUPE'S LANE.

02-049-0003



## Real Estate Purchase Contract

**THIS REAL ESTATE PURCHASE CONTRACT (“Contract”)** made and entered into on the 29<sup>th</sup> day of October, 2015 (“Effective Date”) is for the purchase of the Property described herein by and between **OGDEN CITY REDEVELOPMENT AGENCY**, a Utah political entity, together with its successors or assigns, (as the “Buyer”), and **FREDRICK C. CAVENDISH REVOCABLE TRUST**, together with its successors or assigns, (as the “Seller”). Buyer and Seller are individually referred to herein as a “Party” and collectively referred to as the “Parties”.

### RECITALS

**WHEREAS**, Seller owns or shall own certain real properties located at 2355 Porter Avenue in Ogden, Utah as more particularly described in this Contract; and

**WHEREAS**, Buyer desires to purchase such real property under the terms and conditions set forth in this Contract.

**NOW, THEREFORE**, in consideration of the mutual promises and considerations set forth below, the Parties agree to the following:

**1. Description of Property.**

1.1 Real Property. The real property which is the subject of this Contract is that certain combined parcel consisting of approximately 36,338 square feet (1.20 acres) located at 2355 Porter Avenue, Weber County, Ogden, Utah (APN#'s 01-026-0047, 01-026-0012), as legally described under Exhibit A – Property Description which is attached to and made part of this Contract (the “Property” or “Land”) excepting the Excluded Real Property as defined below.

1.2 Included Items. Unless excluded herein, sale of the Property includes any and all above grade and below grade improvements and fixtures presently attached to the Property. Seller agrees to remove all personal property that Seller elects to retain. All items not removed and remaining on the Property at the time of Closing, if any, shall be retained by Buyer or disposed of by Buyer at Seller’s expense. Seller will reimburse Buyer for any disposal costs incurred by Buyer within fifteen (15) days of the date that Buyer provides Seller with evidence of any disposal costs paid by Buyer.

1.3 Excluded Real Property. None

**2. Purchase Price.** Subject to the terms, covenants and conditions of this Contract, the total “Purchase Price” for the Property shall be **FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000.00)** which shall be paid by Buyer to Seller as follows:

A. Earnest Money Payment to be paid to the Closing Agent within 5 days of the Effective Date. The Earnest Money shall be released to seller upon approval of the purchase by the Ogden City Redevelopment Agency Board. The Earnest Money Payment shall be applicable to the total Purchase Price

according to the provisions of this Contract: Fifty Thousand Dollars  
(\$50,000)

- B. Balance of Purchase Price at Closing- FOUR HUNDRED TWENTY THOUSAND DOLLARS (\$420,000) payable to Seller in cash or other acceptable funds.

3. **Contract Deadlines.**

Effective Date of Contract: As shown in the first paragraph of the contract

Seller Disclosure Deadline: thirty (30) days after Effective Date

Due Diligence Deadline: June 10, 2016

Closing Date: Closing of this sale shall be held after July 1, 2016 and no later than July 31, 2016 at the office of Lincoln Title Company, 2225 Washington Blvd #110, Ogden, Utah 84401 (the "**Closing Agent**").

Closing-Extension Period(s). Buyer may, at Buyer's sole option, extend the Closing Date under this Contract a single thirty (30) day period ("**30 day Extension Period**") by payment in the amount of ONE THOUSAND DOLLARS (\$1,000) ("**Extension Payment**") for such 30 day Extension Period. The Parties mutually acknowledge and agree that such Extension Payment (a) shall be immediately released to the Seller by Closing Agent, and (b) shall not be applied towards the Purchase Price.

4. **Seller Disclosures.** On or before the Seller Disclosure Deadline, Seller shall deliver to Buyer the following documents which are collectively referred to as the "**Seller Disclosures**":

4.1 Commitment for Title Insurance. A preliminary report or commitment for title insurance (such report or commitment, as it may be amended, supplemented and updated, is referred to as the "**Preliminary Title Report**") in the full amount of the Purchase Price, with Buyer as the proposed insured, showing all matters affecting title to the Property including any and all exceptions, easements, restrictions, rights-of-way, covenants, reservations and other conditions or encumbrances affecting the Property (collectively, the "**Exceptions to Title**") together with legible copies of all recorded documents constituting or evidencing such Exceptions to Title.

4.2 Property Agreements. Copies of any and all written leases, tenancies, rental agreements, service contracts, licenses, management agreements, landscaping agreements, maintenance agreements, and any and all other agreements affecting the Property, and a full written description of any such agreements which are not written (collectively, the "**Property Agreement(s)**"). No later than five (5) business days following Buyers receipt of any such Property Agreement, Buyer shall notify Seller in writing as to whether Buyer approves or disapproves of such Property Agreement. With respect to each such Property Agreement, Buyer may either direct Seller to assign Seller's interest under such Property Agreement to Buyer as of the Closing Date, or Buyer may direct Seller to terminate such

Property Agreement as of the Closing Date. In the event Buyer fails to provide Seller with

any directions regarding a particular Property Agreement, Seller shall presume that such Property Agreement has not been accepted by Buyer, and Seller shall take all steps necessary to terminate such Property Agreement as of the Closing Date. Seller shall indemnify, defend and hold harmless Buyer from and against any obligation, claim, demand, loss, liability, cause of action, cost and expense (including reasonable attorneys' fees) with respect to any Property Agreement that is terminated as of the Closing Date pursuant to this Subsection 4.2, including all termination and other similar fees.

4.3 Environmental Assessments. Copies in Seller's possession, if any, of any studies, assessments and/or reports which have previously been done on the Property including, without limitation, environmental reports, soils studies, site plans and surveys (collectively, "**Environmental Assessments**").

4.4 Building/Zoning Code Violations. Written notice of any claims and/or conditions known to Seller relating to Property building or zoning code violations.

4.4.5 Other Material Information. Written notice of any claims, conditions or information which may materially impact Buyer's decision to purchase the Property.

4.6 Failure to Deliver Seller Disclosures. If Seller is unable or unwilling to deliver to Buyer any of the Seller Disclosures, Buyer may immediately terminate this Contract. If Buyer so terminates this Contract, all monies paid by Buyer up to the time of termination shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

5. ALTA/ACSM Land Title Survey. Seller shall provide, at Seller's expense, an ALTA/ACSM Land Title Survey ("**Survey**"). Buyer may review and request reasonable revision or object to the Survey or Buyer may opt to obtain an additional survey at Buyer's expense within ten (10) days of Buyer's receipt of the Survey. If after ten (10) days Seller has not received from Buyer any notice of revision or additional survey, Seller may presume that Buyer accepts the surveyed boundaries of the Property as contained in the Survey. If Buyer and Seller do not mutually approve a survey delineating the legal boundaries of the Property by the Due Diligence Deadline, this Contract shall be terminated and declared null and void on a non-default basis, by either Party providing notice to the other Party, and both Parties shall be relieved of any and all obligations and liabilities under this Contract and any monies paid shall be released from the Seller and returned to Buyer pursuant to this provision.
6. Inspection of Property. From the Due Diligence Date, and continuing through and including the date of the termination of this Contract or the Closing, Buyer and its representatives shall have the right to enter upon the Property to conduct any and all inspections and investigations as Buyer may desire to determine the condition and suitability of the Property for Buyer's intended use. Buyer, in the conduct of such investigations and inspections, shall not unreasonably interfere with any existing operations on the Property and Buyer shall indemnify and hold Seller harmless from and against any and all physical damage to the Property resulting from Buyer's investigation of the Property.
7. Buyer's Review and Approval of Seller Disclosures. From the Effective Date, and continuing until the Due Diligence Deadline, Buyer shall have the right to review and

approve the Seller Disclosures and Preliminary Title Report as provided under this Section 7. If Buyer elects to terminate this Contract pursuant to this Section 7, all Earnest Money shall be returned to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

7.1 Unpermitted Exceptions. If Buyer objects to any Exceptions to Title appearing in the Preliminary Title Report (the “**Unpermitted Exceptions**”) Buyer shall notify Seller of such objection in writing no later than fifteen (15) days following Buyer’s receipt of the Preliminary Title Report, and Seller shall make reasonable efforts to have such Unpermitted Exceptions removed from the Preliminary Title Report no later than fifteen (15) days after Seller has received from Buyer written notice of such Unpermitted Exceptions. If Seller is unable or unwilling to remove such Unpermitted Exceptions from the Preliminary Title Report within such time period, Buyer may terminate this Contract.

7.2 Property Agreements. If Buyer objects to any Property Agreement, Buyer shall notify Seller of such objection in writing no later than fifteen (15) days following Buyer’s receipt of such Property Agreement. If Seller is unable or unwilling to resolve Buyer’s objections regarding any particular Property Agreement, Buyer may terminate this Contract and all parties shall be relieved of all liabilities under this Contract.

7.3 Environmental Assessments. In the event that Buyer determines, in Buyer’s sole discretion, that any Environmental Assessment indicates the Property may not be appropriate, feasible, economically and/or environmentally viable for Buyer’s planned use and/or development, Buyer may terminate this Contract and all parties shall be relieved of all liabilities under this Contract.

7.4 Building/Zoning Code Violations. In the event Buyer determines, in Buyer’s sole discretion, that any claims and/or conditions relating to Property building or zoning code violations may adversely impact Buyer’s planned use and/or development of the Property, Buyer may terminate this contract and all parties shall be relieved of all liabilities under this Contract.

7.5 Other Material Information. In the event Buyer determines, in Buyer’s sole discretion, that any additional information provided by Seller or obtained by Buyer regarding the Property may adversely impact Buyer’s planned use and/or development of the Property, Buyer may terminate this contract and all parties shall be relieved of all liabilities under this Contract.

7.6. Consequences of Review. Buyer’s inspection, review or approval of the Property, documents or any other materials shall be solely for Buyer’s own benefit, and shall not be deemed to be or to result in any warranty, representation or conclusion relative to the technical adequacy of the subject of such inspection, review or approval, the safety, soundness or quality of the Property or the Property’s compliance with applicable law. No such inspection, review or approval shall not reduce or qualify, in any manner, any of Seller’s representations or warranties that may be specifically set forth in this Agreement.

8. **Buyer’s Right to Cancel.** Buyer’s obligation to purchase the Property under this Contract is conditioned upon the following:

8.1 Buyer has inspected and approved the physical condition of the Property;

8.2 Buyer has reviewed and approved the content of any and all Seller Disclosures pursuant to Sections 4 and 7 of this Contract;

8.3 Buyer's receipt and approval of the Final Title Policy, insuring that Seller has and can deliver to Buyer good and marketable title to the Property at Closing, pursuant to the terms of this Contract.

8.4 Buyer has received all regulatory and administrative approvals necessary to perfect the terms and conditions of this Contract, including, but not limited to, the approval by resolution from the Ogden City Redevelopment Agency Board.

9. **Buyer's Due Diligence.** As used in this Contract, the term "**Buyer's Due Diligence**" collectively refers to Buyer's completion of each of the conditions set forth in Section 6 and 7. No later than the Due Diligence Deadline, Buyer shall complete all of Buyer's Due Diligence. If by the expiration of the Due Diligence Deadline (a) Buyer does not cancel this Contract as provided herein; or (b) Buyer does not deliver a written objection to Seller regarding any Buyer's Due Diligence; or (c) the Parties have not agreed in writing to extend the Due Diligence Deadline, it shall be deemed that Buyer has completed and/or approved each of the Buyer's Due Diligence; and the contingencies referenced in Section 6 and 7 shall be deemed as completely and unconditionally waived by Buyer.

10. **Seller's Warranties and Representations.** As of the Effective Date, Seller makes the representations and warranties listed below. **Such warranties and covenants shall not survive the Closing unless otherwise specifically stated below.** In the event of a breach of any of the representations and warranties specified below prior to the Closing, upon written notice by and at the election of Buyer, Buyer may terminate this Contract and neither Seller nor Buyer shall have any further rights or obligations under this Contract.

10.1 **Title.** Seller is the sole owner and is in exclusive possession of the Property. Seller holds good and marketable title to the Property in fee simple, and will convey good and marketable title to Buyer, including all of Seller's right, title, and interest in the Property at the Closing by warranty deed free and clear of all liens and encumbrances other than those Exceptions to Title and/or Property Agreements Buyer has accepted or otherwise failed to object to pursuant to this Contract. Buyer understands and agrees that, pursuant to Subsection 10.3 of this Agreement, Buyer must obtain a Final Title Policy to insure Buyer against any and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property. As such, Seller makes no representations or warranties regarding title to the Property beyond the Closing.

10.2 **No Changes During Transaction.** Seller agrees that from the Effective Date and continuing until the Closing, Seller shall not, without the prior written consent of Buyer: (a) make any changes in any existing leases; (b) enter into any new leases; (c) make any substantial alterations or improvements to the Property; or (d) incur any further financial encumbrances against the Property. Should Seller so encumber the Property after the Effective Date, then Seller shall be obligated to remove all such encumbrances on or prior to the Closing.

10.3 **Title Policy.** At the Closing, Seller shall provide and pay for a standard-coverage owner's policy of title insurance by a title insurance company in the total amount of the Purchase Price ("**Final Title Policy**") in order to adequately insure Buyer against any

and all loss or damage resulting from defects or problems relating to the Buyer's ownership of the Property including, without limitation, the enforcement of liens that may exist against such Property. If title to the Property cannot be made insurable through an escrow agreement upon the Closing, the Seller shall return all Earnest Money to Buyer, this Contract shall be null and void, and the Parties shall have no further obligations to one another whatsoever.

10.4 Seller Parties. The persons and entities comprising Seller represent all parties owning fee title to the Property as of the Effective Date. Seller is fully authorized to convey the Property pursuant to this Contract. The representations set forth in this Subsection 10.4 shall survive the Closing.

10.5 No Proceedings. As of the Effective Date, to the best of Seller's knowledge, there are no existing, pending or threatened condemnation proceedings, zoning or land use proceedings, utility moratoriums, use moratoriums, improvement moratoriums, or legal, administrative or other proceedings or assessments, formal or informal, affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 10.5.

10.6 No Leases. At the time of Closing the Property will not in whole or in part be subject to any leases tenancies or rental agreements other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Agreement. The representations set forth in this Subsection 10.6 shall survive the Closing.

10.7 No Contracts. Seller has not and will not enter into any oral or written contracts, agreements, listings, or understandings affecting the Property which may become binding upon Buyer other than those which Buyer has been made aware pursuant to Subsection 4.2 of this Agreement. The representations set forth in this Subsection 10.7 shall survive the Closing.

10.8 Compliance With Laws. As of the Effective Date, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof. The ownership, operation and use of the Property are in compliance with and do not violate any applicable federal, state or municipal law, ordinance, rule or regulation, including but not limited to, one relating to building, subdivision, zoning, health, the environment or disabled persons. In addition, Seller has no knowledge of any pending law ordinance, order, regulation or requirement that would affect the present use and operation of the Property. Buyer acknowledges and agrees that Buyer is solely responsible for performing any and all due diligence, as deemed necessary by Buyer, in order to determine whether or not the Property is suitable for Buyer's intended purposes, and determining whether or not the Property may, as of and following the Closing, be affected by any of the matters addressed under this Subsection 10.8.

10.9 Environmental. To the best of Seller's knowledge, during the period that Seller has owned the Property, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, mold, or any

other pollutants or contaminants (hereinafter collectively referred to as “**Pollutants**”) on or in the Property in violation of any applicable law, rule or ordinance. To the best of Seller’s knowledge, Seller warrants that Seller has complied with all applicable local, state or federal environmental laws and regulations, and there are no wells, underground storage tanks, covered surface impoundments or other sources of Pollutants on the Property. To the best of Seller’s knowledge, prior to Seller’s acquisition of the Property there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Property. To the best of Seller’s knowledge, no underground tank for storage of gasoline or other purpose is located on the Property.

10.10 Other Commitments. No commitments relating to the Property have been made to any governmental authority, utility company, school board, church or other religious body, association or other organization, group or individual which would impose an obligation on Buyer or Buyer’s successors or assigns to make, or which would establish as a condition to development or subdivision or any part of the Property the making of, any contribution or dedication of money or land or any improvements of a public or private nature on or off the Property. No governmental authority has imposed any requirement that any owner of the Property pays directly or indirectly any special fees or contributions or incurs any expenses or obligations in connection with the Property.

10.11 Other Agreements. No management agreement, landscaping or maintenance agreement, security agreement, assignment, ground lease, easement, employment agreement, licensing agreement, insurance policy, employee welfare plan, labor agreement or other contract or agreement exists, whether oral or written, affecting or relating to the Property, which will remain in effect after the Closing, except as have been disclosed in writing to and approved by Buyer. Each such agreement and contract is in full force and effect in accordance with its terms, is assignable without the necessity of consent of any third party and is cancellable, without cost or expense, on not more than thirty (30) days’ notice. Each obligation of Seller and each other party under each such agreement and contract has been performed, no party to any such agreement or contract has asserted any claim of default or offset against Seller and no event has occurred or failed to occur, the occurrence or nonoccurrence of which would in any way affect the validity or enforceability of any such agreement or contract.

10.12 Judgment. No adverse or unpaid judgment is outstanding directly and solely against Seller relating to the Property or the operation of the Property that might affect the ability of Seller to perform Seller’s obligations under this Agreement. The representations set forth in this Subsection 11.10 shall survive the Closing.

10.13 No Violation of Law by Seller. Seller is not in violation of, and the execution by Seller of this Agreement and the performance by Seller of Seller’s obligations under this Agreement will not violate, any judicial order or governmental law, ordinance, rule or regulation in any respect which could have an adverse effect on the ability of Seller to perform Seller’s obligations under this Agreement.

11. Closing Costs. Closing costs and prorations shall be prorated as follows:

11.1 Taxes and Utilities. All ad valorem and excise taxes and utilities shall be prorated to the date of Closing. If the current year’s taxes are not known as of the date of Closing, the proration shall be based upon the previous year’s taxes with an adjustment made

between Seller and Buyer when the current year's taxes are known.

11.2 Prepayment Penalties. Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens and security interests against the Property, if any.

11.3 Fees. Any escrow or closing fee charged by either Party's title company shall be shared equally between Buyer and Seller. Each Party will pay its own attorney's fees. Buyer shall pay the cost of recording the Deed.

11.4 Other. All other bills or charges including other recording fees, any state or local documentary stamps, transfer taxes or fees, assessments for improvements completed or initiated prior to Closing, whether levied or not, pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing. All rents and other similar payments shall be prorated to the date of Closing.

**12. Default.**

12.1 Buyer Default. If Buyer defaults after Seller's satisfaction of all of its obligations hereunder, Seller's sole remedy shall be to cancel the Contract and retain any and all monies paid by Buyer up to the time of default as liquidated damages.

12.2 Seller Default. If Seller defaults after Buyer's satisfaction of all of its obligations hereunder, Buyer's sole remedy shall be to cancel the Contract, and require the return of the all monies paid by Buyer up to the time of default.

**13. Closing; Time of the Essence.** Unless extended by mutual agreement of the Parties, the sale contemplated by this Contract shall be closed no later than the Closing Date at the office of the Closing agent or a reasonable location mutually agreed upon by the Parties. Notwithstanding the previous sentence, Buyer may, at Buyer's sole discretion, elect to close this transaction prior to the end of the Due Diligence Deadline. In the event this sale cannot be closed by the Closing Date due to interruption of transport, strikes, fire, flood, extreme weather, governmental regulations, delays caused by lender, acts of God, or similar occurrences beyond the control of Buyer or Seller, then the Closing shall be extended seven (7) days beyond the cessation of such interruption or condition, but in no event more than fifteen (15) days beyond the Closing Date. Thereafter, time is of the essence. This provision relates only to the extension of the Closing. As used in this Contract, the term "**Closing**" shall mean (i) the balance of the purchase price has been delivered to Seller or to the escrow/closing office; and (ii) any and all documents necessary to complete the sale of the Property have been recorded in the office of the county recorder

**14. Final Pre-Closing Inspection.** Seller warrants that on the date Seller delivers physical possession to Buyer, the Property and improvements will be broom-clean and free of debris and personal belongings. Prior to the Closing, Buyer may conduct a final pre-closing inspection of the Property to determine that the condition of the Property is broom-clean and free of debris and personal belongings, and that the fixtures referenced in Subsection 1.2 of this Contract are present and in good condition.

**15. Authority of Signers.** If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants

his or her authority to do so and to bind Buyer and Seller. Seller further warrants that the execution and delivery of this Contract by Seller have been duly and validly authorized, and all requisite action has been taken to make this Contract binding upon Seller. The person or persons executing and delivering this Agreement on behalf of Seller have been duly authorized to execute and deliver this Agreement and to take such other actions as may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

16. **Real Estate Commissions.** Buyer has elected to not be represented by a real estate broker as part of Buyer's purchase of the Property. Any commissions due between Seller and its real estate broker, if any, shall be paid by Seller and governed by a third-party contract between those parties.
17. **Exclusive.** Seller shall not rent, lease, sell, or enter into any such offer with any other party from the date of delivery of this Contract and until the Closing or termination of this Contract as provided herein.
18. **Attorney's Fees.** Both Parties agree that should either Party default in any of the covenants or agreements herein contained, the defaulting Party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing or terminating this Contract or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise.
19. **Entire Contract; Amendments.** This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the Parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or agreements between the Parties whether oral or written and whether made by either Party, or by anyone acting on behalf of either Party, all of which shall be deemed to be merged in this Contract and shall be of no further force or effect. No amendment, modification or change in this Contract shall be valid or binding unless reduced to writing and signed by all of the Parties.
20. **Risk of Loss.** All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the Closing.
21. **Assignment.** Buyer may transfer or assign this Contract and all rights created under this Contract to any person or entity, without the need for obtaining any consent or approval from Seller. In the event of assignment, this Contract shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto, and any entities resulting from the reorganization, consolidation or merger of either party hereto.
22. **Notices.** Any notices to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

**BUYER:** Ogden City Redevelopment Agency  
2549 Washington Blvd Suite #120  
Ogden, Utah 84401  
Attention: Ward Ogden

**SELLER:** Frederick C. Cavendish Revocable Trust  
316 California Ave.  
Reno, NV 89509

**WITH A COPY TO:** Ogden City Attorney  
2549 Washington Boulevard, Suite 840  
Ogden, UT 84401

23. **Interpretation.** The provisions of this Contract shall be governed by and construed in accordance with the laws of the State of Utah. The section headings contained herein are for purposes of reference only and shall not limit, expand or otherwise affect the interpretation of any provision hereof. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership, joint venture, corporation, trust, association or other entity or association or any combination thereof. For purposes of this Contract, any references to the term "days" shall mean calendar days, exclusive of legal holidays. If any provision of this Contract or the application thereof shall be invalid or unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the extent permitted by applicable law.
24. **Possession.** Buyer shall be entitled to possession of the Property at the Closing Date unless otherwise specified herein.
25. **Binding Effect.** The provisions of this Contract shall bind and inure to the benefit of the Parties and their respective successors and assigns. The Parties hereby agree for themselves, and for their successors and assigns, to execute any instruments and to perform any act, which may be necessary or proper to carry out the purposes of this Contract.
26. **Procedure.** The Parties understand that the terms and conditions expressed herein shall require various procedural notices, approvals, hearings, and studies, and will require the approving action of the Ogden City Redevelopment Agency Board and may require further action from the Ogden City Council and/or other public entities. All terms and conditions expressed herein are subject to said approvals.
27. This Agreement may be signed in counterpart copies and electronic signatures are hereby accepted by the parties.

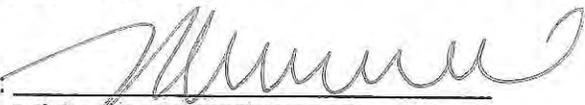
**SIGNATURES ON FOLLOWING PAGE**

**SIGNATURES ON FOLLOWING PAGE**

**IN WITNESS WHEREOF**, each of the Parties has executed this Contract.

**BUYER:**

OGDEN CITY REDEVELOPMENT AGENCY  
a Utah political entity

By:   
Michael P. Caldwell, Executive Director

WO 

**ATTEST:**

  
Agency Secretary

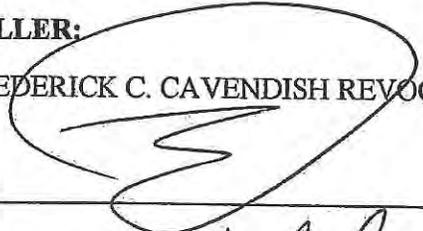
**APPROVED AS TO FORM:**

  
Agency Attorney



**SELLER:**

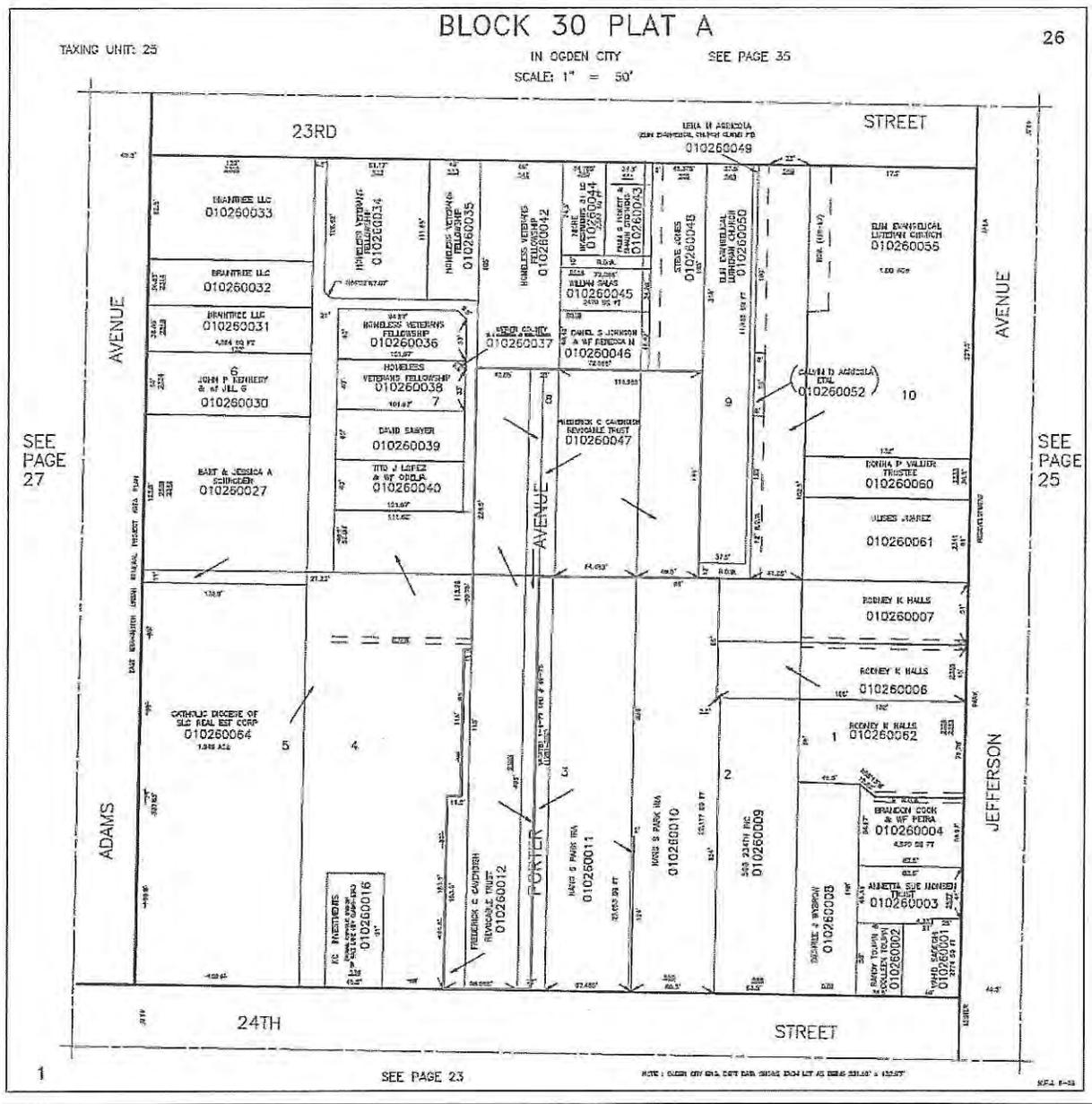
FREDERICK C. CAVENDISH REVOCABLE TRUST

By: 

Name: FREDERICK C CAVENDISH

Its: TRUSTEE

**EXHIBIT A**  
to  
Real Estate Purchase Contract



Legal Description of Property

**2355 Porter Ave:**

APN# 01-026-0012

PART OF LOTS 3, 4 AND 8, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING 42.485 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 3, THENCE WEST 58.985 FEET, THENCE NORTH 153.5 FEET, EAST 11.5 FEET, NORTH 115 FEET, EAST 5 FEET, NORTH 226.5 FEET, EAST 42.485 FEET, SOUTH 495 FEET TO THE PLACE OF BEGINNING. TOGETHER WITH 1/2 OF THE VACATED STREET ABUTTING THERE ON (1281-202)

APN# 01-026-0047

PART OF LOTS 8 AND 9, BLOCK 30, PLAT A, OGDEN CITY SURVEY, WEBER COUNTY, UTAH: BEGINNING AT THE SOUTHEAST CORNER OF LOT 8, THENCE WEST 65.485 FEET, NORTH 165 FEET, EAST 114.985 FEET, SOUTH 165 FEET, THENCE WEST 49.5 FEET TO BEGINNING. TOGETHER WITH 1/2 OF THE VACATED STREET ABUTTING THERE ON (1281-202)