

## FIRST AMENDMENT TO AGREEMENT

**THIS FIRST AMENDMENT TO AGREEMENT** (this "**Amendment**") dated \_\_\_\_\_, 2020 ("**Reference Date**") is made by and between Ogden City Redevelopment Agency, a Utah political subdivision, together with its successors or assigns ("**Agency**"), and Weber County, a body politic and corporate ("**County**"), together with its successors or assigns. Agency and County are referred to collectively herein as the "**Parties**" and sometimes individually as a "**Party**."

### RECITALS:

A. The Parties entered into that certain Agreement with a Reference Date of November 10, 2014.

B. The Agreement established certain terms and conditions for the acquisition of the Property and construction of the Parking Structure, which, pursuant to the Agreement, was to be completed within three (3) years from and after date of Closing.

C. Date of Closing of the Property occurred on August 17, 2015, making August 17, 2018 the Completion Deadline to complete the Parking Structure.

D. At the time the Parties entered into the Agreement, the Project contemplated by the Parties was a simple, standard parking terrace of approximately 320 parking stalls.

E. Following closing of the Property, the Parties engaged in discussions of expanding the scope of the Project and use of the Property to include possible expansion of the Ogden Eccles Conference Center ("**Conference Center**") and other expanded uses to enhance development in the area.

F. As a result of such discussions, the Agency, at its expense, retained FFKR Architects to create a concept design for an enlarged vision of the Project. A sampling of a few of the resulting concept designs are attached hereto as Exhibit "A".

G. The County, at its expense, has announced its own RFP to study, among other things, feasibility of an enlarged vision of the Project with a Conference Center component ("**County Study**").

H. The Parties desire to extend the Agreement and keep the Agreement in force pending final resolution and decision as to what the Parties agree should be built on the Property.

NOW, THEREFORE, the Parties hereto intending to be legally bound and in consideration of the respective undertakings made and described herein, do agree as follows:

1. **Recitals.** The above recitals are incorporated herein by reference and made a part hereof.

2. **Definitions.** Terms which are denoted in this Amendment by the first letter of each word being capitalized, but which are not otherwise defined in this Amendment, shall have the respective meanings assigned to such terms in the Agreement.

3. **Extension of Completion Deadline.** The Parties agree to extend the Completion Deadline from August 17, 2018 to June 30, 2020, a date the County believes will give it sufficient time to complete its study, meet with the Agency, and mutually decide upon a concept for the Project.

4. **Scope of Project.** After the County completes the County Study, the Parties anticipate jointly making one of the following decisions:

a. Pursue the original plans of constructing a simple Parking Structure, according to the original terms of the Agreement;

b. Amend the scope of the Project by adding a Conference Center component, or other significant changes, to the Project, in which case the Parties will execute another amendment to the Agreement, detailing the scope of the new project and amended cost allocations, with the County receiving full credit for its \$1,100,000 investment (“**County Investment**”) in the Project towards its share of amended costs; or

c. If for any reason the Parties fail to agree upon options a. or b. above, or if the County decides it wants a full refund of its \$1,100,000 investment in the Project, the County may give the Agency written demand for return of the County Investment and the Agency agrees to refund the County Investment to the County within 60 days (“**Payment Deadline**”) from Agency’s receipt of such written demand. Since the County Investment amount may exceed the appropriated budget amount available on the Payment Deadline and require an additional appropriation by the Agency Board, the County Investment shall begin to carry interest, commencing on the Payment Deadline, at the rate of 6.5% per annum, until paid. In any event, payment of the County Investment, together with accrued interest thereon, shall be paid to the County no later than twelve (12) months from the date of Agency’s receipt of written demand.

5. **Miscellaneous.**

a. Except as and to the extent expressly modified and amended herein, Agency and County ratify and reaffirm the Agreement in accordance with its terms. All other terms of the Agreement shall remain the same.

b. This Amendment may be executed in a number of identical counterparts. If so executed, each of such counterparts shall be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement.

c. This Amendment may be signed and transmitted electronically or by facsimile machine. The signature of any person on an electronically or facsimile copy hereof shall be considered an original signature and an electronically or facsimile

transmitted copy hereof shall have the same binding effect as an original signature on an original document.

d. In the event of a conflict between the terms of this Amendment and the other terms of the Agreement, the terms of this Amendment shall control.

e. The obligations of the Agency contained in this Agreement are subject to approval by the Agency Board in an official meeting of said Board by appropriate adoption of a Resolution approving this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed and approved this Amendment on the date set forth opposite their respective signatures below.

**OGDEN CITY REDEVELOPMENT AGENCY,**  
a body politic and political subdivision  
of the State of Utah  
By:

\_\_\_\_\_  
Michael P. Caldwell  
Its: Executive Director

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

Approved As to Form:

\_\_\_\_\_  
Office of Agency Attorney

**WEBER COUNTY**

a body politic and corporate

By:

\_\_\_\_\_

Its: \_\_\_\_\_

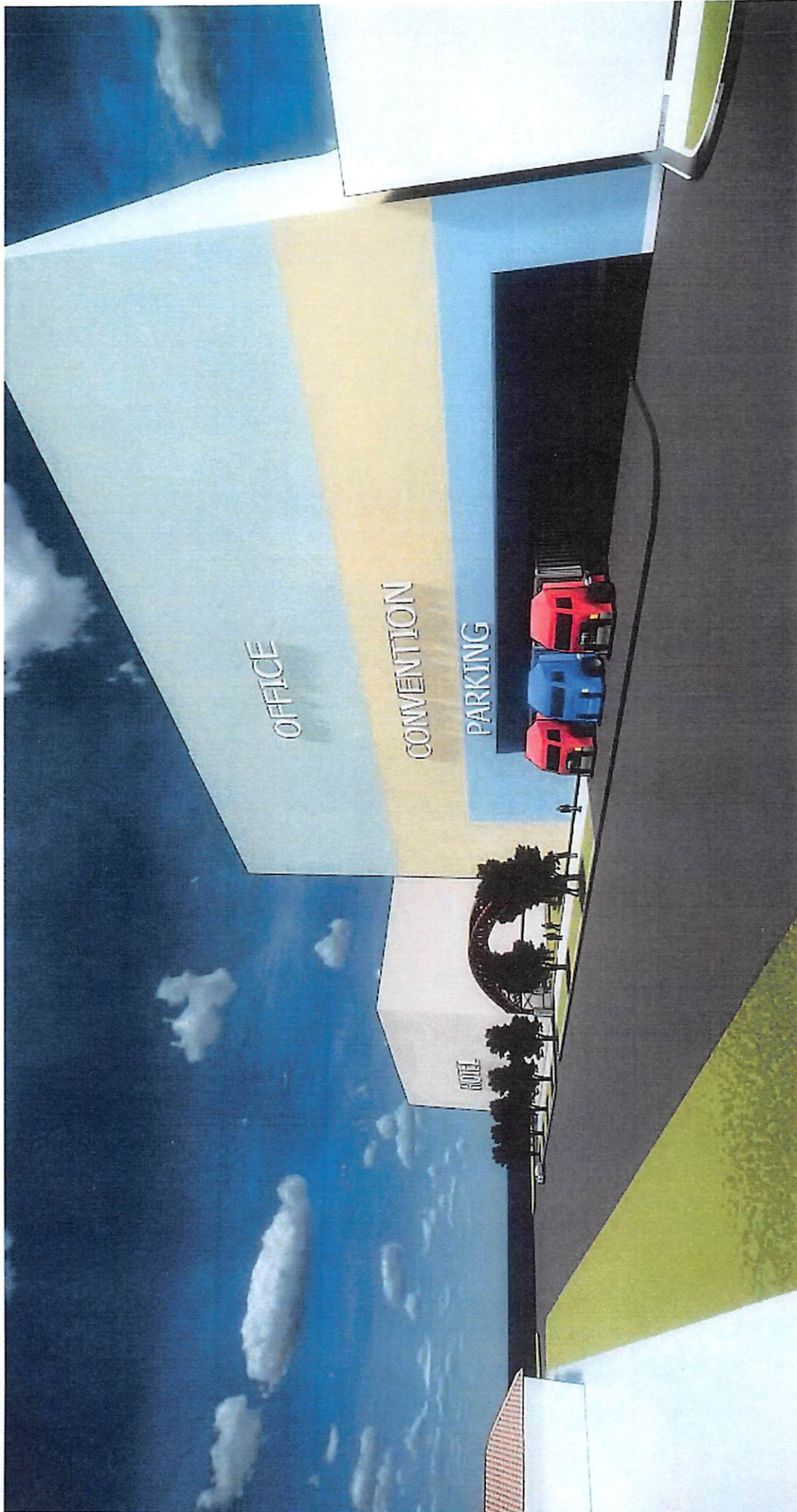
ATTEST:

\_\_\_\_\_  
Approved As to Form:

*Ch. G. Gockett*

\_\_\_\_\_  
Office of County Attorney

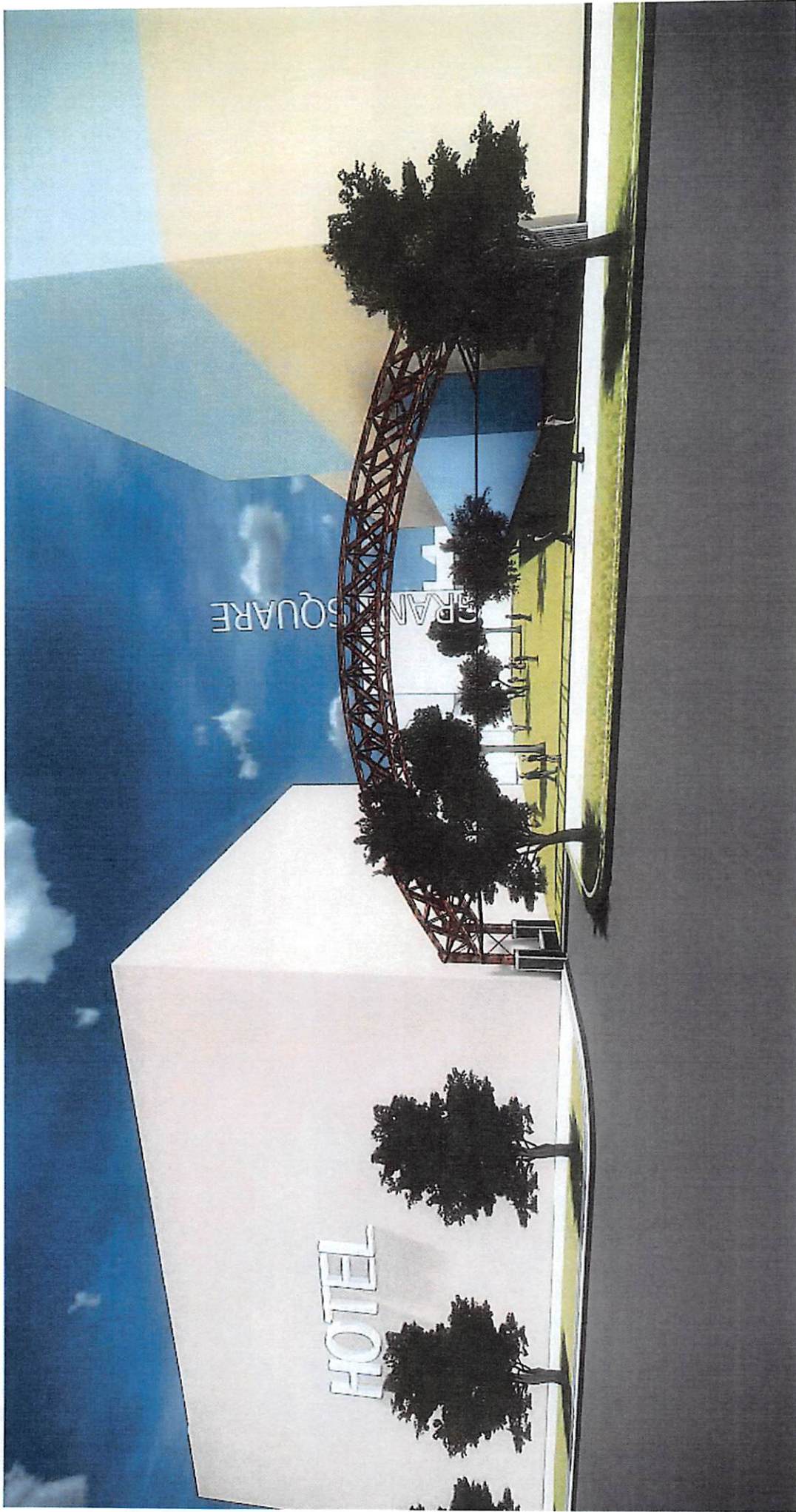
**EXHIBIT A**



OGDEN CITY CONVENTION CENTER  
MARCH 21, 2019

FFKR ARCHITECTS  
750 Pacific Avenue - Salt Lake City, Utah 84114  
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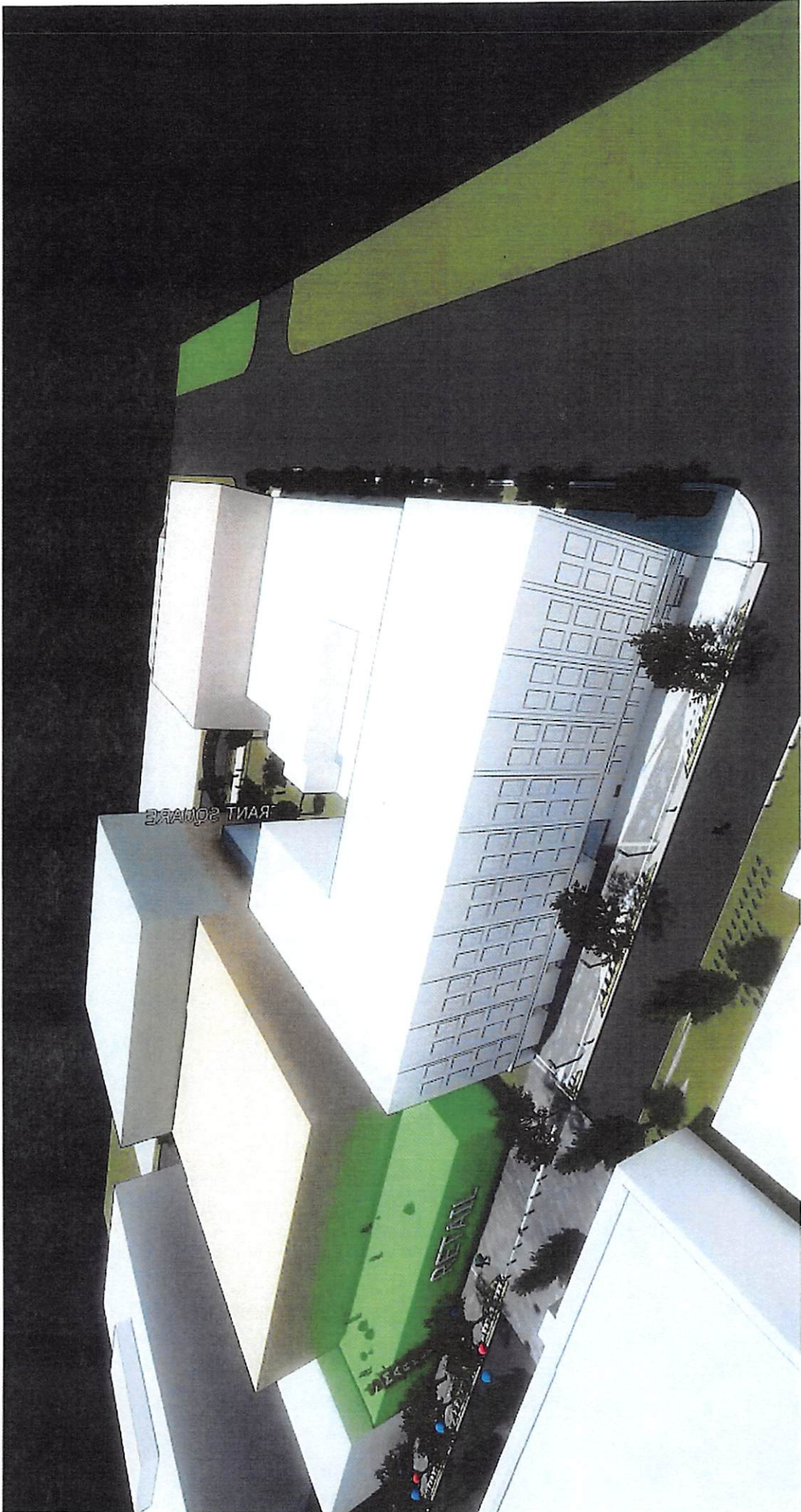




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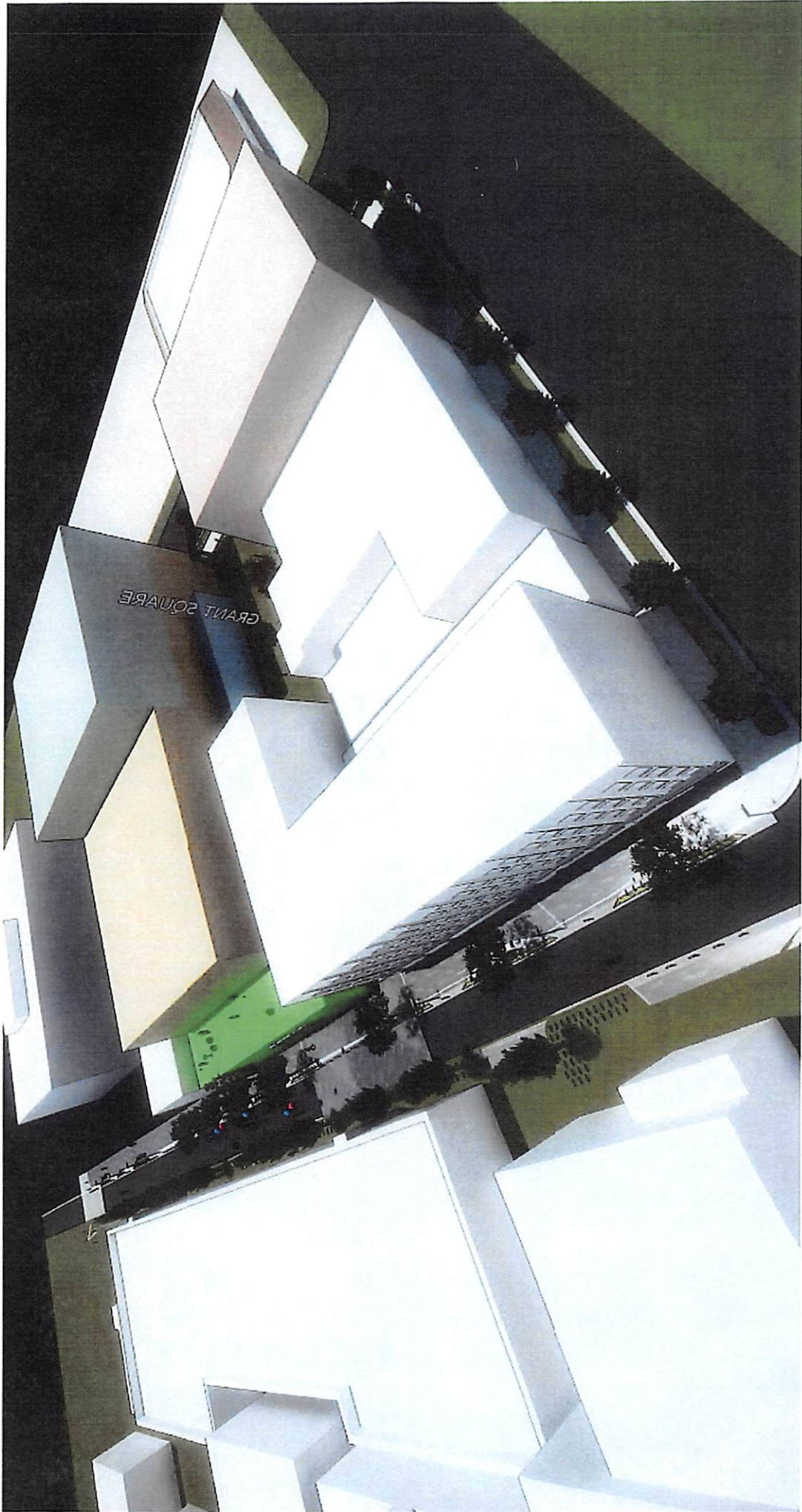




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