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"W2192330"

ER 2192330 PG 1 OF 2
DOUG CROFTS, WEBER COUNTY RECORDER
07-JUL-06 401 PM FEE \$0.00 DEP JKC
REC FOR: NORTH OGDEN CITY

Agreement

This Agreement ("Agreement") is made this 9th day of May, 2006 by and between Bruce Jones, the developer and builder of the Hall Tree Subdivision located within the City of North Ogden ("Developer") and North Ogden City, a municipal corporation of the State of Utah ("North Ogden City").

Recitals:

- A. Whereas, North Ogden City and Developer have entered into certain Subdivision Agreements which pertain to the subdividing and constructing of improvements on certain real property located in North Ogden City, Weber County, Utah and more particularly described as "Hall Tree Subdivision, Phase ____" (the "Development"); and
- B. Whereas, Developer and North Ogden City desire to add, by mutual agreement, these additional terms to their previous agreements; and
- C. Whereas, North Ogden City and the Developer have been co-operating to design certain water detention improvements relating to the Development; and
- D. Whereas, North Ogden City and Developer have been discussing the appropriate water detention facilities upon the efforts of the Developer to complete certain storm water improvements relating to the Development; and
- E. Whereas, North Ogden City and Developer have determined that it is in their respective best interests to memorialize their agreement.

Agreement:

Now, therefore, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual duties and obligations of the parties hereto as set forth in this Agreement, Developer and North Ogden City do hereby agree as follows:

1. Developer shall, at its sole cost, complete the design and construction of a storm water detention facility to be located in the Hall Tree Subdivision. The North Ogden City Engineer shall review and approve such design and inspect and approve all construction.
2. Upon the completion of the storm water detention facility, and approval by the City Engineer, Developer will convey the completed storm water detention facility and the necessarily affected real property to North Ogden City.
3. Upon transfer of the Developer's completed storm water detention facility to North

Ogden City, the City will be wholly responsible for the operation and maintenance of the completed storm water detention facility.

4. In addition, North Ogden City will use its best efforts to obtain additional separate and sufficient storm water capabilities to replace the completed facility provided by the Developer. A possible replacement facility may be obtained from the Pineview Water District.

5. After North Ogden City obtains sufficient acceptable replacement storm water detention capabilities, North Ogden City will convey the property originally donated by the Developer back to the Developer. Upon re-conveyance, the Developer may construct appropriate and conforming development.

6. This Agreement represents the full and integrated understanding and agreement between Developer and North Ogden City on all matters arising from, or relating in any manner to Hall Tree Subdivision and the associated storm water detention facility, and supersedes and wholly replaces any prior written or verbal understandings or agreements on these matters. This Agreement shall be modified or amended only through a written instrument which shall be signed by Developer and North Ogden City in order to be enforceable.

7. If any party should materially breach the terms of this Agreement, the non-breaching party shall have the right to enforce the terms of this Agreement, and the cost of such enforcement, including but not limited to reasonable attorney's fees, shall be borne by the breaching party and shall be payable upon demand.

8. The individuals signing this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of their respective parties and to bind their respective parties to the terms hereof.

In Witness Whereof, Developer and North Ogden City have signed this Agreement on the day and year set forth above.



Attest:

S. Annette Spendore
North Ogden City Recorder

Developer

By: Bruce H Jones
Its: i

North Ogden City

By: [Signature]
Its: Mayor