



\*W2709571\*

EH 2709571 PG 1 OF 6  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
06-NOV-14 944 AM FEE \$20.00 DEP TOT  
REC FOR: OLYMPUS INV LLC

11-404-0001-00328

**SUBDIVIDER'S ESCROW AGREEMENT**

Agreement made this 16 day  
of October, 2014,  
between North Ogden City, a municipal  
corporation of the State of Utah, located in  
Weber County, Utah, (the "City"), and the       
Olympus Investments  
of Weber County, Utah, (the  
"Subdivider") and Cache Valley Bank  
     of Davis County,  
Utah, (the "Escrow Agent").

## RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated Oct. 16, 20 14, attached hereto as Exhibit A, for the subdivision and construction of Improvements on certain land located in the City to be known as the Mystery Meadow Ph 2 Subdivision and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, the Subdivider is unable to install the improvements required by the Subdivision Ordinance of the City upon the entire proposed subdivision. Subdivider has, therefore, requested the City to permit development of the Subdivision in accordance with the Subdivision Ordinance of the City whereby the Subdivider may make payments upon the proposed subdivision by filing necessary deposits in escrow to cover the improvements.

3. Subdivider now desires to enter into this Escrow Agreement as security for his compliance with the ordinances, rules, regulations, requirements, and standards of the City and of the Developer's Agreement.

## AGREEMENT

NOW THEREFORE, the Parties hereto mutually agree as follows:

1. Appointment of Escrow Agent. Cache Valley Bank is hereby appointed Escrow Agent, and as Escrow Agent shall hold, in a separate escrow account, the sum reflected in paragraph 2 hereof, subject to the terms and conditions hereinafter set forth.

2. Deposits In Escrow. The Subdivider shall deposit with Escrow Agent the sum of \$ 131,374.11 representing 110% of the entire cost of all improvements enumerated in paragraph 2 of the Developer's Agreement, a copy of which is attached hereto, marked Exhibit A and incorporated herein by this reference. The cost of the improvements shall be determined by the City Engineer for each off-site improvement item.

3. Application of Escrow Funds. It is agreed by all parties to this agreement that the sum of money indicated in paragraph 2 of this agreement shall be used exclusively for the purposes of paying for the costs of materials and the construction and installation of all improvements required by the City Subdivision Ordinance. The undersigned further agrees that the money held in the Escrow Account shall be distributed to appropriate contractors and subcontractors only upon written authorization by an authorized officer of the City. Such written authorization shall be made upon the City stationary and will bear the City's corporate seal indicating review and approval by the City.

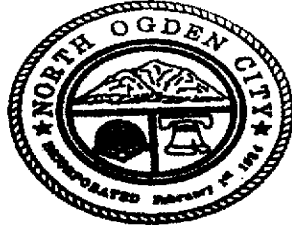
4. Retention of Escrow Funds. A sum equal to 10% of the escrowed amount or \$ 86,944.56 shall remain with the Escrow Agent for a period of one year after conditional acceptance by the City, pursuant to the terms of Exhibit A.

5. Application and Return of 10% Security. All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Escrow Agent. If the defect

or default is not corrected or improvements completed within 30 days following service of such demand, the City may recover the defect or complete improvements and charge the Subdivider such costs, unless Subdivider requests in writing, served by certified mail, with a copy likewise served upon the Escrow Agent by certified mail, a hearing before the North Ogden City Council within the aforementioned 30 day period of time respecting the alleged defects or incompleteness. The Escrow Agent, upon receiving reasonable proof from the City of the defect and that the City has incurred the cost of correcting the defect, pay to the City from the Escrow Account the cost of correcting the defect, and the Escrow Agent shall be held harmless by the parties for its payments to the City.

6. Release of Escrow. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Escrow Agent, who shall release to the Subdivider any money still held in the Escrow Account and the Escrow Agent shall be discharged of its obligations to the City.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.



NORTH OGDEN CITY, a  
Municipal Corporation,  
State of Utah

By: [Signature]  
Mayor

Attest:

S. Annette Spendlove  
City Recorder

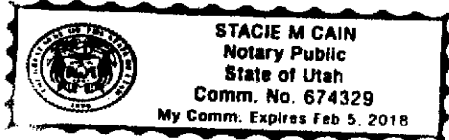
Olympus Investments  
By: [Signature]  
Subdivider

CACHE VALLEY BANK  
By: [Signature]  
Escrow Agent  
Print name BRUCE G. JENSEN  
Fax # 801-513-5991  
Phone # 801-927-6600  
Account # 60085620

Approved as to Form:

[Signature]  
North Ogden City Attorney  
State of Utah }  
                                  §  
County of Weber }

On this 20<sup>th</sup> day of October, 2014, personally appeared before me, Eric Thomas, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to on this instrument, and acknowledged that he/she/they executed the same.



Stacie M. Cain  
Notary Public