



\*W2935063\*

EX 2935063 PG 1 OF 10  
LEANN H KILTS, WEBER COUNTY RECORDER  
09-AUG-18 1236 PM FEE \$4.00 DEP JKC  
REC FOR: NORTH OGDEN CITY

**DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION**

This Agreement entered into this 2<sup>nd</sup> of AUGUST, 2018, between **Ivory Development, LLC** of Salt Lake County, State of Utah, or its assigns, hereinafter referred to as Developer, and **NORTH OGDEN CITY CORPORATION**, a municipal corporation of the State of Utah located in Weber County, hereinafter referred to as the City, hereby agrees as follows:

1. **FINAL.** Developer has obtained approval of a final plat from North Ogden City for the subdivision of, and construction of improvements on, certain land in North Ogden City to be known as **Oakmont Estates Subdivision**. Developer has presented to the North Ogden City Planning Commission and the North Ogden City Council a proposed final plat for the subdivision of, and construction of improvements, on the subdivision. On May 25, 2017 a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (the "Commission Action"). As consideration for the granting of said approval and acceptance, Developer has agreed and does now agree to the provisions hereof and all other ordinances of North Ogden City.

2. **COMPLIANCE WITH SUBDIVISION STANDARDS.** Developer agrees to comply with all of the ordinances, rules, regulations, requirements and standards of the City with respect to the construction and completion of said subdivision, and particularly to install and complete all of the off-site improvements required, within the time hereinafter stated, including but not limited to the following:

- A. Rough grading and finish grading and surfacing of streets.
- B. Curbs, gutters, waterways, and driveway approaches.
- C. Sanitary sewers, including laterals to property line of each lot.
- D. Street drainage and drainage structures.
- E. Water lines, including laterals to each property line of lot.
- F. Fire hydrants.
- G. Sidewalks and walkways.
- H. Traffic control signs.
- I. Street signs with numbers.
- J. Screening when required.
- K. Chip and seal coat on new streets.
- L. Monuments.
- M. Fencing.
- N. Pressure irrigation, including laterals to each property line of lot.
- O. 10% Contingency Fund.

Said improvements and any others designated shall be done according to the specifications

and requirements of the City. All work shall be subject to the inspection of North Ogden City and any questions as to conformity with the City specifications or standards or as to the technical sufficiency of the work shall be decided by the City Engineer and his/her decision shall be final and conclusive.

Developer agrees as consideration for City issuing building permits after initial acceptance of improvements to allow the City to collect and retain utility fees for the time between initial and final acceptance of the utility lines.

Building permits will be issued on condition that all improvements necessary to satisfy fire code requirements have been installed and that enough security is held in escrow to complete all required improvements for the subdivision, including any repairs or replacement after initial installation.

3. TIME FOR COMPLETION AND EXTENSION OF TIME. All of the said off-site improvements shall be fully installed and completed within two (2) years from the date of the recordation of the Final Plat. If not completed within two (2) years, the Developer may apply to the Planning Commission and the City Council for an extension of time of one year with additional one-year extensions after the first extension if the Planning Commission and City Council agree. Said extensions shall be subject to adequate security for the completion of said improvements being made by increasing the amount of the escrow account.

4. SECURITY FOR COMPLIANCE. As security for compliance by Developer with the ordinance, rules, regulations, requirements and standards of the city and of Developer's agreements herein stated, Developer will deliver to the City an acceptable Escrow Agreement, approved by the City Council and City Attorney, by the terms of which the Escrow Agent identified therein agrees to hold \$ 238,199.69 (which represents the cost of all required improvements as determined by the City Engineer plus 10% contingencies) in escrow for the use of the city in the event of Developer's failure or refusal to install, complete, construct, repair, or replace any off-site improvements in accordance with the provisions of this agreement, the escrow agreement and all City codes and ordinances. The decision of the City as to whether an improvement needs to be installed, constructed, completed or replaced will be final.

Should Developer fail or refuse to complete the said off-site improvements in accordance with the provisions hereof, and particularly within the time stated, or should Developer become insolvent before a completion thereof, then the City may, at its option, determine the cost of completing said off-site improvements on the basis of reliable estimates and bids and may apply all sums deposited in escrow against the said cost of completion and may proceed to legally obtain the escrow funds and use the proceeds therefrom to pay the cost of completing the said off-site improvements and to pay all related expenses including but not limited to court cost and attorney's fees.

The 10% of above stated, shall constitute a guarantee that the said off-site improvements are installed in accordance with the subdivision standards of the City as to

quality and service-ability and shall be held by the City for a period of one (1) year from the time the last improvement is "conditionally accepted" by the City or until one (1) year after the time the last improvements needing repair or placement is again accepted. At the end of the one year period the said 10% shall be returned to Developer provided the off-site improvements have proved to have been constructed or installed in accordance with the standards of the City as to quality and serviceability, otherwise, to be applied toward construction or installation of said improvements in accordance with City standards or the repair or replacing the same so as to bring them into conformity with City standards, Developer will pay the difference to the City on demand. The city shall not issue any building permits until the improvements needing repair, replacement, etc., are completed and again accepted.

5. **APPLICABILITY OF ORDINANCE.** This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with the provisions of said ordinances. No provision of this agreement shall limit the City in its rights or remedies under said subdivision ordinance or other applicable building ordinances.

6. **SUCCESSORS ENFORCEMENT.** The terms of this agreement shall be binding upon the parties hereon, their heirs, executors, administrators, assigns or any parties legally acquiring the parties interest through foreclosure, trust deed, sale, bankruptcy or otherwise. In the event either party must take legal action to enforce the terms of this agreement, the prevailing party shall have costs of court, including a reasonable attorney's fee.

7. **NO REVISION OF REQUIREMENTS.** Except as set forth herein, the terms of this agreement shall not be construed as amending or modifying any requirements of the ordinances of North Ogden City, or supersede or supplement any conditions of approval by the City Staff, Planning Commission, Engineer, or any other approving or advisory body which has already given approvals of **Oakmont Estates Subdivision**. Developer is still required to comply with any conditions previously imposed by the Planning Commission.

IN WITNESS WHEREOF, the undersigned parties have executed this agreement  
 this August 2, 2018.

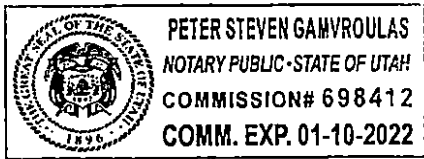
Ivory Development, LLC  
 Company Name

[Signature], Secretary  
 Signature, Manager

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

STATE OF UTAH }  
COUNTY OF SALT LAKE }

On the 1<sup>ST</sup> day of AUGUST, 2018, personally appeared before me KEVIN ANGLESEY, who being by me duly sworn, did say that he/she is the SECRETARY of IVORY DEVELOPMENT, LLC that the Developer's Agreement was signed in behalf of said corporation by his/her signature under authority of a resolution of its Board of Directors, and said SECRETARY acknowledged to me that said corporation executed the same.



[Signature]  
Notary Public

PETER STEVEN GAMVROULAS  
Residing at: SALT LAKE COUNTY

My Commission Expires:

01-10-2022

NORTH OGDEN CITY CORPORATION



*Dean L. Chappin*  
Mayor

ATTEST:

*S. Annette Spendlove*  
City Recorder



# NORTH OGDEN CITY

SETTLED 1851

## Exhibit "A" Notice of Decision

**Mayor** Brent R. Taylor  
**Council** Lynn H. Satterthwaite  
Cheryl Stoker  
Phillip D. Swanson  
Carl D. Turner  
Jim D. Urry

### NOTICE OF DECISION

EH 2935063 PG 6 OF 10

May 25, 2017

Chase Freebairn  
Ivory Development  
978 E Woodoak Lane  
SLC, UT 84117

RE: Oakmont Estates Subdivision Final Plat Approval

The North Ogden City Planning Commission met on May 17, 2017 and made a motion to grant final approval for the Oakmont Estates Subdivision, subject to the Staff Report dated May 17, 2017, the Engineer's report dated April 28, 2017, and the Technical Review Committee Meeting Letter dated January 6, 2017.

As you are aware, on April 19, 2017 the Planning Commission granted preliminary approval to the Paramount Estates subdivision. As part of that approval the Planning Commission did not require a pedestrian walkway through a cul-de-sac within Paramount Estates. Consequently, the requirement for the pedestrian walkway was eliminated as it applies to Oakmont Estates, in the motion granting final approval. Additionally, as part of the motion granting approval, any bearings not listed on the plat, need to be shown on the plat, prior to recording.

This approval will expire if the plat, final plans, and/or necessary permits and/or licenses have not been obtained within twelve months of the date of the decision, or an extension of time granted pursuant to city ordinances.

If you have any questions please contact the Planning Department at (801) 782-7211.

Regards,

Robert O. Scott, AICP  
City Planner  
505 East 2600 North  
North Ogden, UT 84414  
[rscott@nogden.org](mailto:rscott@nogden.org)  
(801) 737-9841



# NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner  
City Engineer  
[lgardner@nogden.org](mailto:lgardner@nogden.org)

Oakmont Subdivision July 30, 2018 (revised) SUMMARY		
	Original Total	Remaining
<b>Sanitary Sewer</b>		
Furnish and install 8-inch SDR-35 Sanitary Sewer Main	\$34,494.60	\$0.00
Furnish and install 4-inch SDR-35 Sanitary Sewer Main	\$25,500.00	\$0.00
4' Dia MH	\$21,800.00	\$0.00
5' Dia MH	\$9,000.00	\$0.00
Concrete MH Collar	\$5,500.00	\$0.00
Sewer Testing	\$2,086.00	\$0.00
Traffic Control	\$1,655.00	\$0.00
Connect to ex. 60" MH	\$5,088.00	\$0.00
Gravel Bedding	\$30,752.55	\$0.00
Camera and Clean	\$2,257.50	\$0.00
<b>Sub total =</b>	<b>\$138,133.65</b>	<b>\$0.00</b>
<b>Culinary Water</b>		
Construct 4" C-900 PVC Water Line (Including fittings)	\$6,752.00	\$0.00
Construct 8" C-900 PVC Water Line (Including fittings)	\$28,993.00	\$0.00
Furnish and install 4" Gate Valve	\$1,520.00	\$0.00
Furnish and install 8" Gate Valve	\$7,926.00	\$0.00
Concrete Valve Collar	\$2,100.00	\$0.00
Construct Water Connection	\$51,510.00	\$0.00
Fire Hydrant	\$16,776.00	\$0.00
Hot Tap to existing waterline	\$5,676.00	\$0.00
8" x 4" Tee	\$1,072.00	\$0.00

8" x 4" Reducer	\$268.00	\$0.00
8" Bends	\$2,140.00	\$0.00
4" Bends	\$1,143.00	\$0.00
4" Blow-off	\$6,804.00	\$0.00
8" Cross	\$820.00	\$0.00
Temporary Caps	\$1,353.00	\$0.00
Sand Bedding	\$16,394.40	\$0.00
Pressure Test and Chlorinate	\$1,012.00	\$0.00
8" x 4" Tee	\$2,257.50	\$0.00
<b>Sub total =</b>	<b>\$154,516.90</b>	<b>\$0.00</b>
<b>Pressure Irrigation</b>		
Construct 6" C-200 PVC Water Line (Including fittings)	\$27,141.00	\$0.00
Furnish and install 6" Gate Valve	\$1,856.00	\$0.00
Concrete Valve Collar	\$700.00	\$0.00
Furnish and Install Temp Caps	\$750.00	\$0.00
Furnish and Install 6" Cap	\$792.00	\$0.00
Furnish and Install 6" Cross	\$641.00	\$0.00
Furnish and Install 6" Tee	\$854.00	\$0.00
Furnish and Install 6" Bends	\$1,530.00	\$0.00
Furnish and Install 2" Drain	\$1,586.00	\$0.00
Double Secondary Service	\$46,256.00	\$0.00
Single Secondary Service	\$5,133.00	\$0.00
Traffic Control	\$1,094.00	\$0.00
Sand Bedding	\$13,716.00	\$0.00
Furnish and Install Service Connection	\$28,900.00	\$0.00
Connect to ex. Pressure Irrigation	\$2,140.00	\$0.00
Pressure Test	\$1,012.00	\$0.00
<b>Sub total =</b>	<b>\$134,101.00</b>	<b>\$0.00</b>
<b>Storm Drain</b>		
Furnish and install 15" RCP	\$23,994.00	\$0.00
Furnish and install 18" RCP	\$8,450.40	\$0.00
Connect to ex. 60" MH	\$7,614.00	\$0.00
Std Inlet Box w/grate	\$34,200.00	\$0.00



5' Dia MH	\$7,500.00	\$0.00
Storm Drain Testing	\$1,575.00	\$0.00
Concrete MH Collar	\$2,000.00	\$0.00
Traffic Control	\$1,188.00	\$0.00
Gravel Bedding	\$7,559.10	\$0.00
Inlet/Outlet Structure	\$5,200.00	\$0.00
Pond Overflow Structure	\$2,500.00	\$0.00
Connect to ex. Storm Drain	\$600.00	\$0.00
<b>Sub total =</b>	<b>\$102,380.50</b>	<b>\$0.00</b>
<b>Site Improvements</b>		
4" wide sidewalk w/4" gravel sub-base	\$68,688.20	\$68,688.20
6" wide sidewalk w/4" gravel sub-base	\$10,831.35	\$10,831.35
ADA Ramp	\$7,350.00	\$7,350.00
30" Curb & Gutter w/gravel base	\$69,837.50	\$0.00
Sawcut Existing Asphalt	\$938.00	\$0.00
Remove Asphalt at patch location	\$1,713.60	\$0.00
10" Roadbase	\$87,234.24	\$0.00
Stabilization Fabric	\$8,178.21	\$0.00
3" AC - fine grade	\$109,951.49	\$0.00
4" AC patch - fine grade	\$8,262.00	\$0.00
Traffic Control	\$1,800.00	\$0.00
Seal Coat and Chip	\$21,809.52	\$21,809.52
<b>Sub total =</b>	<b>\$396,594.11</b>	<b>\$108,679.07</b>
<b>Fencing, Lighting, Street Signs, Landscaping and Mounuments</b>		
Furnish and Install Light Pole	\$24,000.00	\$24,000.00
Furnish and Install Stop Signs	\$1,200.00	\$1,200.00
Furnish and Install Survey Monuments	\$1,480.00	\$1,480.00
<b>Sub total =</b>	<b>\$26,680.00</b>	<b>\$26,680.00</b>
<b>Dry Utilities</b>		
Trench for Underground Utility Lines	\$21,000.00	\$0.00
<b>Sub total =</b>	<b>\$21,000.00</b>	<b>\$0.00</b>
<b>Stormwater Pollution Prevention Plan</b>		

Furnish and Install BMP's, Maintenance and Permitting	\$5,000.00	\$5,000.00
Sub total =	\$5,000.00	\$5,000.00
<b>TOTAL IMPROVEMENT COSTS</b>	\$978,406.16	\$140,359.07
10% GUARANTEE		\$97,840.62
<b>TOTAL ESCROW AMOUNT</b>		\$238,199.69

**SUBDIVISION COST ESTIMATE APPROVAL**

*Lorin Gardner*

\_\_\_\_\_  
 Lorin Gardner  
 City Engineer

*7/30/18*

\_\_\_\_\_  
 Date