



W2966995

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LEANN H KILTS, WEBER COUNTY RECORDER
25-FEB-19 155 PM FEE \$4.00 DEP TN
REC FOR: NORTH OGDEN CITY

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 19th of February 2019, between **Mountain Vista Trails, LLC**, County of Weber, 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 **Prominence Point Subdivision, Phase 1 and Phase 2**. 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 **August 16, 2018**, 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. For convenience a plat map is attached as Exhibit "B".

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 has delivered to the City an acceptable Escrow Agreement for **Prominence Point Subdivision, Phase 1 and Phase 2**, and agrees to hold \$0 (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 serviceability 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.

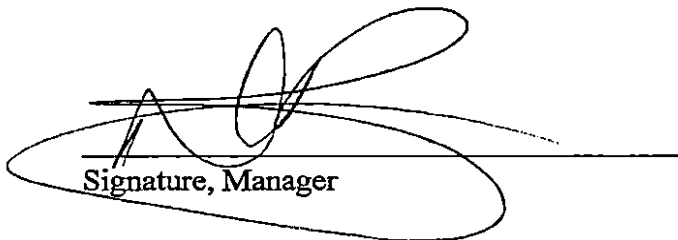
5. **APPLICABILITY OF ORDINANCE.** This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with 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 **The Ultimate Express Car Wash**. 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 19th Day February, 2019.

Mountain Vista Trails, LLC



 Signature, Manager

2/16

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of ~~Utah~~ Arizona }
§
County of Maricopa }

On this 19th day of February, 2019, personally appeared before me,
Dawn E. Barrett, 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.

Dawn E. Barrett
Notary Public

Scottsdale, AZ
Residing at:

My Commission Expires:
12/07/2020

NORTH OGDEN CITY CORPORATION



ATTEST:

Sam L. Chapp
Mayor

S. Annette Spendlove
City Recorder

NOTICE OF DECISION

August 16, 2018

Dawn Barrett
4144 North 250 West
Pleasant View, Utah 84414

Re: Village at Prominence Point, Phase 1 Subdivision

The North Ogden City Planning Commission met on August 8, 2018 and made a motion to grant preliminary and final approval for the Village at Prominence Point, Phase 2 Subdivision subject to the conditions listed in the Staff Report dated August 8, 2018, the Engineer's report dated July 11, 2018, and the Technical Review Committee meeting letter dated September 5, 2017.

Highlights of the Staff report address the potential for making this a gated community which will require a development agreement amendment and obtaining a separate access permit from UDOT onto Washington Boulevard.

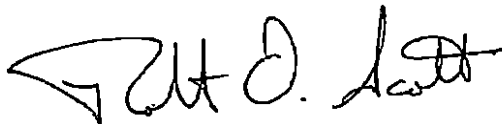
A separate site plan review is being conducted by the Mayor and Planning Director. The Planning Commission will also review the landscape plan and lighting plan in a future meeting.

The Planning Commission approved 6 additional lots from the concept plan. There is an upper limit of 607 dwelling units for this entire project. If the number of dwelling units is not adjusted in other phases then this will require a development agreement amendment.

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
Planning Director
505 East 2600 North
North Ogden, UT 84414
rscott@nogden.org
(801) 737-9841

**EXHIBIT "A" TO DEVELOPER'S AGREEMENT WITH NORTH OGDEN
CORPORATION
(Notice of Decision, dated August 16, 2018)**

NOTICE OF DECISION

August 16, 2018

Dawn Barrett
4144 North 250 West
Pleasant View, Utah 84414

Re: Village at Prominence Point, Phase 1 Subdivision

The North Ogden City Planning Commission met on August 8, 2018 and made a motion to grant preliminary and final approval for the Village at Prominence Point, Phase 1 Subdivision subject to the conditions listed in the Staff Report dated August 8, 2018, the Engineer's report dated July 11, 2018, the Technical Review Committee Meeting letter dated September 5, 2017.

Highlights of the Staff report address the road extension reservation for 300 East, the potential for making this a gated community which will require a development agreement amendment, obtaining a separate access permit from UDOT onto Washington Boulevard.

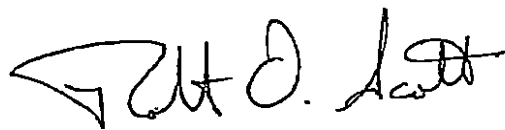
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If you have any questions please contact the Planning Department at (801) 782-7211.

Regards,



Robert O. Scott, AICP
Planning Director
505 East 2600 North
North Ogden, UT 84414
rscott@nogden.org
(801) 737-9841

Prominence Point Subdivision Phase 1

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST,
AND ALSO PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF NORTH OGDEN, WEBER COUNTY, UTAH
FEBRUARY, 2016

DEVELOPER INFORMATION
AND LLC
30 EAST 2500 NORTH ST.
NORTH OGDEN, UTAH 84401

Flood Zone Information
This map is not a Flood Hazard Map and does not constitute a Flood Hazard Map. It is intended to provide information regarding flood zones for the purpose of the subdivision. The Flood Hazard Map is available from the Utah Department of Hereditary Resources and the Utah Division of Water Resources.

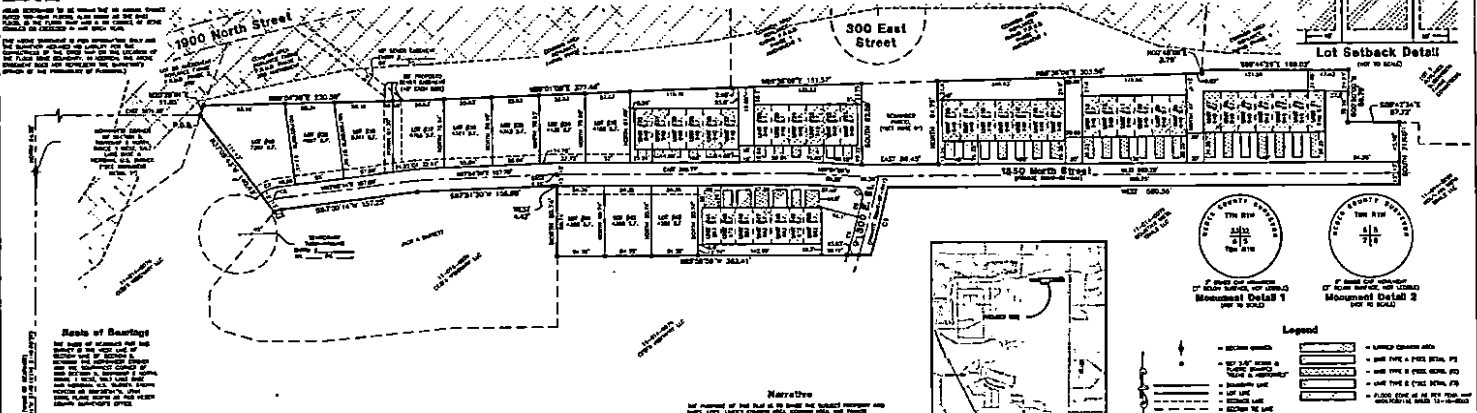


Table of Bearings
This table provides bearings and distances for all lines shown on this map. The bearings are given in degrees, minutes, and seconds, and the distances are given in feet and inches.

Table with 2 columns: Address, Table. Lists addresses and corresponding table references.

Notes
1. The subdivision is shown as a single tract of land. The subdivision is shown as a single tract of land. The subdivision is shown as a single tract of land.

Boundary Description
The boundary of the subdivision is described as follows: The boundary of the subdivision is described as follows: The boundary of the subdivision is described as follows.

Narrative
The purpose of this map is to show the subdivision of the land. The purpose of this map is to show the subdivision of the land. The purpose of this map is to show the subdivision of the land.



Vicinity Map

Curves Table with columns for Curve No., Stationing, and Curve Data.

Legend, Scale, and Acknowledgment section. Includes a legend for various symbols and a scale bar. The Acknowledgment section is for the City Engineer and Planning Director.

SURVEYOR'S CERTIFICATION
I, the undersigned, being duly qualified and licensed as a Professional Land Surveyor in the State of Utah, do hereby certify that this is a true and correct copy of the original map and plat of the subdivision of the land shown on this map and plat.

OWNER'S DEDICATION AND CERTIFICATION
We, the undersigned owners of the herein described tract of land, do hereby certify that we have read and understand the contents of this map and plat and that we have agreed to the subdivision of the land shown on this map and plat.

NORTH OGDEN CITY ATTORNEY
I hereby certify that the requirements of an applicable statute and ordinance are being complied with by the subdivision of the land shown on this map and plat.

NORTH OGDEN CITY APPROVALS
I hereby certify that the required public hearings and proceedings have been held and that the subdivision of the land shown on this map and plat is in the best interests of the city.

LAND USE AUTHORITY
This is to certify that the subdivision of the land shown on this map and plat is in accordance with the land use authority of the City of North Ogden.

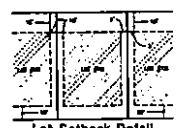
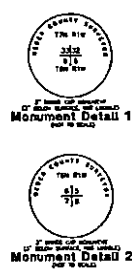
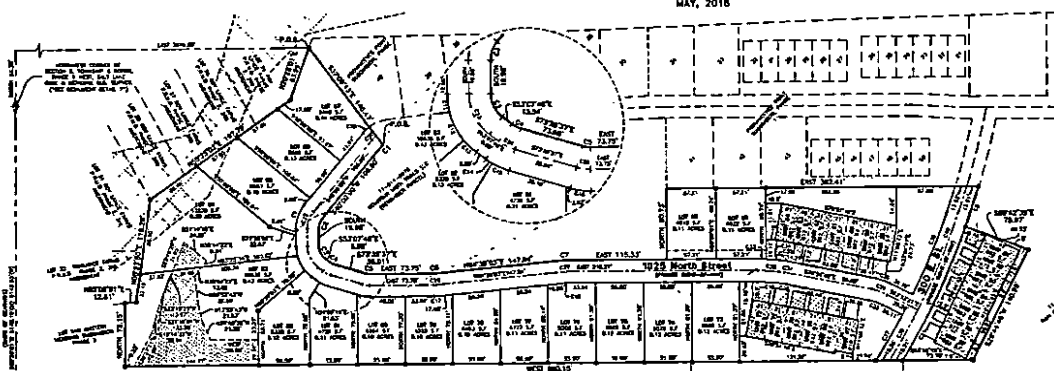
WEBER COUNTY RECORDER
I hereby certify that this map and plat have been recorded in the public records of the County of Weber, State of Utah.

Reeve & Associates, Inc. logo and contact information.

DEVELOPER INFORMATION
NO. 112
CITY RECORDS
NO. 547 250 NORTH PL.
NORTH OGDEN, UTAH

Prominence Point Subdivision Phase 2

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 1 WEST,
AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF NORTH OGDEN, WEBER COUNTY, UTAH
MAY, 2018



Basis of Bearings
The basis of bearings for this plan is the Salt Lake Base and Meridian, U.S. Survey.

Address Table

Lot #	Address
1	1000 N. 1000 E.
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98	1000 N. 1000 E.
99	1000 N. 1000 E.
100	1000 N. 1000 E.

Flood Zone Information
This plan is not a Flood Hazard Map and does not show flood zones. Flood zones are shown on the Flood Hazard Map of the City of North Ogden, Utah, which is available at the City of North Ogden, Utah, Planning Department.



Curve Table

Station	Curve Data
1+00	...
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Notes
1. This subdivision is subject to the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and the rules and regulations of the Utah State Surveyors Board, Chapter 20A-201, Utah Code.

Boundary Description
The boundary of the subdivision is shown on this plan. The boundary is defined by the following bearings and distances: ...



ACKNOWLEDGMENT
I, the undersigned, hereby certify that I am a professional land surveyor in the State of Utah, and that I have prepared this plan in accordance with the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and the rules and regulations of the Utah State Surveyors Board, Chapter 20A-201, Utah Code.

SURVEYOR'S CERTIFICATE
I, the undersigned, do hereby certify that I am a professional land surveyor in the State of Utah, and that I have prepared this plan in accordance with the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and the rules and regulations of the Utah State Surveyors Board, Chapter 20A-201, Utah Code.

OWNERS DEDICATION AND CERTIFICATION
We, the undersigned owners of the herein described tract of land, do hereby certify and dedicate the same and any and all easements, rights, and interests therein to the City of North Ogden, Utah, for the use and benefit of the public, and for the use and benefit of the City of North Ogden, Utah, as shown on this plan.

NOTES OGDEN CITY ATTORNEY
I certify that the requirements of all applicable statutes and ordinances are met by this plan, and that the City of North Ogden, Utah, has approved this plan for the purposes of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and the rules and regulations of the Utah State Surveyors Board, Chapter 20A-201, Utah Code.

ASSURANCE STATEMENT
I, the undersigned, do hereby certify that I am a professional land surveyor in the State of Utah, and that I have prepared this plan in accordance with the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and the rules and regulations of the Utah State Surveyors Board, Chapter 20A-201, Utah Code.

PROJECT INFO
Reeve & Associates, Inc.
Surveyors
1000 N. 1000 E.
North Ogden, UT 84301
Phone: 435-233-1234
Fax: 435-233-1234
www.reeveandassociates.com

LAND USE AUTHORITY
This is to certify that this plan and the subdivision of this land are in accordance with the provisions of the Utah Subdivision Map Act, Chapter 20A, Utah Code, and the rules and regulations of the Utah State Surveyors Board, Chapter 20A-201, Utah Code.

WEBER COUNTY RECORDS
Every Plan Filed for Record and Return, is Subject to the Official Records, Page (Numbered Page)