

When recorded, return to:  
Annette Spendlove, City Recorder  
North Ogden City  
505 E 2600 N  
North Ogden, UT 84414



\*W2974874\*

EH 2974874 PG 1 OF 16  
LEANN H KILTS, WEBER COUNTY RECORDER  
16-APR-19 856 AM FEE \$0.00 DEP DC  
REC FOR: NORTH OGDEN CITY

16-304-0001 THRU 0047 ✓ BK

16-305-0001 THRU 0032, 0036 THRU 0045 ✓ BK  
DEVELOPMENT AGREEMENT

16-306-0001 THRU 0030, 0034 THRU 0042, 0047 THRU 0049, 0052 THRU 0058, 0061 THRU 0068, 0071 THRU  
THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of the  
23<sup>rd</sup> day of <sup>August</sup> 2012 (the "Effective Date"), by and between NORTH OGDEN CITY, a  
Utah municipal corporation ("City"), and Westside Investments, LLC ("WESTSIDE").

RECITALS:

16-327-0001 ✓ 0002 ✓ BK

16-330-0001 ✓ BK

16-336-0001 THRU 0003 ✓ BK

16-341-0001 ✓

A. WESTSIDE owns approximately one hundred twenty eight and 38/100ths (128.38) acres of real property known as the Cove Subdivision, Phases 1 & 2 situated in North Ogden, Weber County, State of Utah, (the "Property"). The Property is depicted in the Plat map attached hereto as Exhibit A and in the Property Legal Description attached hereto as Exhibit B.

B. Wentworth Development was the original owner and developer of the Property. Wentworth processed the Property through the North Ogden subdivision development approval process and eventually obtained final plat and improvement plan approval. Shortly after recording, Wentworth sold the Property to Republic Mortgage. Republic completed most of the required subdivision improvements. When the residential housing economy collapsed, the developer was unable to make payments on the construction loan, the Property went into foreclosure and Far West Bank (the lender) became the new owner. WESTSIDE has now purchased the Property from Far West Bank, intends to complete the development process (the "Project") and obtain final acceptance of the subdivision by the City.

C. At the request of WESTSIDE, "The Cove Final Development Plan," as previously approved and accepted by the City, was amended by the North Ogden City Planning Commission, the City's land use authority, at its meeting on April 6, 2011, then modified after appeal to the North Ogden City Council on May 23, 2012. The amended plan as modified by the City Council, is incorporated into this Agreement by this reference and is attached hereto as Exhibit C.

D. The North Ogden City Council has determined that facilitating the development of the Project by WESTSIDE within the boundaries of the City will result in substantial benefits to the citizens of the City.

E. The City Council finds that it is in the best interest of the City and its residents, and that it is also in accord with the public purposes of applicable state and local laws, as reflected in Utah Code Ann. § 10-9a-102(2) to enter into this Agreement to promote and support the development of the Project.

F. The purpose of this Agreement, therefore, is to reduce to writing the respective agreements and understanding of the parties regarding the development of the Property in conformance with City ordinances. The City and WESTSIDE, as well as any permitted successors and assigns, agree to be bound by the terms and conditions of this Agreement as more particularly set forth herein.

#### AGREEMENT:

The recitals set forth above are incorporated into this Agreement. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

##### Escrow to complete improvements:

1. North Ogden City agrees to grant final acceptance to all currently completed improvements listed in the "Schedule of Accepted Improvements" attached hereto as Exhibit D. The City will not require any warranty period or associated financial guarantee for these items.
2. North Ogden City agrees that no escrow for completion of the offsite Ben Lomond Irrigation Company secondary water system and the provision of water shares to service the subdivision will be required subject to the requirements of paragraph 8.
3. North Ogden City agrees that no escrow for completion of the debris flow and snow avalanche protection berm along the northerly boundary of the subdivision will be required subject to the requirements of paragraph 8.
4. North Ogden City agrees that no escrow for completion of the open channel grading improvements and open channel lot drainage swales as shown on sheet # 26 of 26 on the approved construction plans will be required and agrees to defer completion of lot drainage swales until after a building permit has been issued for construction on the lot; a notation will be placed on the Subdivision Plat advising lot owners of their responsibility to construct lot drainage swales as set forth in the construction plans.
5. North Ogden City agrees to have WESTSIDE establish a City approved and City controlled cash escrow account covering all uncompleted improvements in the amount of \$ 578,590.19 as shown on the "Schedule of Subdivision Improvements for which Escrow is Required" attached hereto as Exhibit D. Only the items on this list will require a financial guarantee and will be subject to the City one-year warranty period.
6. The landscaping described in the 2012 amendment to "The Cove Final Development Plan" including parks, trails and other open space is a required developer improvement.
  - a. "Neighborhood parks" are the landscaped areas inside private driveways. Each neighborhood park must be completed by the developer within six (6) months after the last building permit for the homes serviced by each private driveway is issued.

- b. All NOS areas, as depicted on the plat, must be dedicated to the City as utility, drainage and public trail easements.
- c. A public trail must be completed through the western drainage corridor that runs from north to south through the subdivision. The trail must be graded to a minimum width of six (6) feet. The trail surface may be native onsite materials. Westside will coordinate with the City Parks Department and Storm Water Drainage Department in selecting the course of the graded trail improvement.

**Lot Sale Restriction and Issuing of Building Permits:**

- 7. WESTSIDE agrees not to close the sale of any lots in the Cove Subdivision until the cash escrow account in the amount of \$578,590.19 has been created and approved by North Ogden City.
- 8. At such time as the cash escrow account has been established, lots can be offered for sale with the conditions and restrictions specified below. The restriction must appear in the deed of sale for each lot sold and Westside shall notify new lot buyers that building permits will not be processed and approved by the City until the following items have been completed by Westside (except as specified in Paragraph 8.a.i.):
  - a. The offsite secondary water system has yet to be fully completed to service the entire project. Adequate secondary water service must be available at the location at which application for a building permit is made and required water rights must be dedicated.
    - i. A sufficient secondary water currently exists to service an additional ten (10) building lots. For these ten (10) building lots the City will issue building permits upon the dedication of secondary water rights for each lots.
  - b. WESTSIDE will be given two (2) years from the date of this Agreement to construct the protection berm on the "Richard's Property" located up the grade from the Project as approved by the City Engineer. Once the berm is completed and accepted by the City, it will be dedicated to the City which will assume responsibility for its maintenance. Westside will dedicate to the City by easement a reasonable route for City equipment to access the berm. Pending completion of the protection berm, lots may be sold and building permits may be issued, but future buyers must be provided notice of the lack of avalanche and debris protection and must sign a hold harmless and assumption of risk agreement with WESTSIDE and the City. If the protection berm is not completed within two (2) years to the satisfaction of the City Engineer, no further building permits will be issued until it is completed.

**Acceptance of improvements and warranty period:**

- 9. North Ogden City personnel will provide inspection of the construction of all remaining subdivision improvements. As the various items are completed in an acceptable manner, WESTSIDE may request release of funds from the cash escrow covering these items.

10. At such time as all improvements have been completed, the City will issue a "conditional acceptance" of the improvements and the warranty period will begin as outlined in the City Subdivision Ordinance. When the one-year warranty period has expired and if the improvements have remained in acceptable condition, then the City will issue a "final acceptance" and all funds held in escrow will be returned to the developer.

11. Acceptance and warranty of sidewalk improvements will be subject to the applicable City regulations currently in effect.

**Impact Fee Reimbursements:**

12. North Ogden City signed a reimbursement agreement with Republic Mortgage covering the off-site culinary water system improvements. This agreement stipulates that any culinary water impact fees collected by North Ogden City as part of building permits within the Property will be transmitted back to the developer to reimburse the developer for the off-site culinary water improvements.

13. The final documented cost of the improvements as determined by the City Engineer is in the amount of \$1,612,000. WESTSIDE has obtained an assignment from its predecessors in interest to receive the reimbursement funds. North Ogden City will extend the term of the reimbursement agreement to fifteen (15) years from the date of this Agreement. Attached hereto as Exhibit E is a copy of the "Acknowledgement of Assignment and Extension of Term Agreement."

**Plat Dedication.**

14. The developer is dedicating to North Ogden City a public utility, drainage and trail easement over all NOS areas as shown on the Amended Plat

**Dedication of Intersection of Dillon Way Mountain Road:**

15. At WESTSIDE'S request the City Engineer's office will draft a description for the property at the intersection of Dillon Way and Mountain Road. The property is necessary to guarantee access from Dillon Way onto Mountain Road. WESTSIDE will be responsible to negotiate and secure an agreement with the current owner of the property for transfer at no cost to the City to be used as a public right-of-way. The agreement will advise the current owner that the owner will remain responsible to complete improvements at this intersection even though it will become a public right of way. If WESTSIDE is unable to acquire the needed right-of-way after making commercially reasonable efforts to do so, the City will provide WESTSIDE such support as may reasonably be necessary to make the acquisition. For purposes of this agreement, only the cost of the land needed for right of way shall be considered for purposes of determining a commercially reasonable price. Disputed sums between developer and the current land owner relating to previous installation of utilities by the land owner to serve the Property shall be resolved separate and apart from the land acquisition transaction.

**16. Vested Rights.** Subject to the terms and provisions of this Agreement and subject to the approvals which have been granted, the parties hereby acknowledge certain vested rights of WESTSIDE to develop the Property. Nothing herein shall be construed to provide WESTSIDE with any further or additional vested rights than those recognized by Utah law. Such vested rights shall be subject to all recognized exceptions, including, but not limited to the pending ordinance, procedural modes and form, clarifying ambiguity, and compelling public interest doctrines. Except as otherwise provided herein, development of the Property shall be permitted in accordance with the approved plans, plats and permits for the Property, the terms and conditions of this Agreement, and all applicable city ordinances which are in effect on the date of this Agreement.

**17. Police Powers.** Notwithstanding the foregoing, development of the Property shall be subject to subsequent amendments to City Ordinances regarding fees, procedures and police power provisions as may be allowed under applicable vested rights law in the State of Utah. The provisions set forth herein are not intended to retroactively require additional application or permit fees from WESTSIDE for applications or permits which have been completed and approved and for which all fees have been paid in accordance with the fee schedule in effect at the time such fees were due and paid for the subject application or permit in accordance with applicable city ordinances or to allow the imposition of additional conditions on any pending applications except as may otherwise be allowed under applicable vested rights law in the State of Utah. Development of the Property shall also be subject to subsequent city ordinances enacted under the City's police power to protect the public health, safety and welfare as may be allowed under applicable vested rights law in the State of Utah. Notwithstanding the retained power of the City to enact such legislation under the police powers, such legislation shall only be applied to modify the vested rights of WESTSIDE under this Agreement based upon policies, facts, and circumstances meeting the compelling, countervailing public interest exception to the vested rights doctrine in the State of Utah. Any such proposed change affecting the vested rights of the Project shall be of general application to all development activity in the City; and, unless the City declares an emergency, WESTSIDE shall be entitled to notice and an opportunity to be heard with respect to the proposed change and its applicability to the Project under the compelling, countervailing public policy exception to the vested rights doctrine.

**18. Default.** In the event any party fails to perform its obligations hereunder or to comply with the terms of this Agreement, the non-defaulting party may pursue the following enforcement remedies. Prior to the invoking the remedies provided herein, the non-defaulting party shall provide the defaulting party written notice of default and a thirty (30) day cure period; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, then the defaulting party shall have such additional time as is reasonably necessary to cure such default, provided that the defaulting party commences to cure such default within such thirty (30) day period and proceeds to cure such default with diligence and continuity. All notices of default shall be provided in accordance with the Notice provisions set forth below. In the event the defaulting party does not cure the default within the cure period or enter into a written agreement with the non-defaulting party for curing the default within a reasonable time, acceptable to the non-defaulting party in its reasonable discretion, the non-defaulting party may, at its election, pursue the following remedy or remedies:

- a. all rights and remedies available at law and in equity, including, but not limited to, injunctive relief, specific performance and/or damages except consequential damages; or

b. The right to withhold all further approvals, licenses, permits or other rights associated with the particular phases in the Project, parcel or building to which the default is applicable until such default has been cured.

c. The rights and remedies set forth herein above shall be cumulative.

**19. Assignment.**

a. WESTSIDE may from time to time and without the consent of the City, convey any or all portions of the Project or any lots in their entirety to one or more successors of WESTSIDE, together with the rights granted by this Agreement to develop one or more of the portions of the Project or the lots, as applicable, so transferred or conveyed in accordance with this Agreement; provided, however, such assignment shall in no way relieve WESTSIDE of its obligations under this Agreement and WESTSIDE shall remain jointly and severally liable with WESTSIDE'S assignee(s) to perform all obligations under the terms of this Agreement which are specified to be performed by WESTSIDE. Notwithstanding the foregoing, WESTSIDE may request the written consent of the City of an assignment of WESTSIDE's complete interest in the Agreement. In such cases, the proposed assignee shall have the qualifications and financial responsibility necessary and adequate, as required by the City, to fulfill the obligations undertaken in this Agreement by WESTSIDE. The City shall be entitled to review and consider the ability of the proposed assignee to perform, including financial ability, past performance and experience. After review, if the City gives its written consent to the assignment, WESTSIDE shall be released from its obligations under this Agreement for that portion of the Property for which such assignment is approved.

b. Nothing in this Section shall require WESTSIDE to obtain the City's consent prior to selling a portion of the Project or lots in the ordinary course of the business. The provisions of this Section shall not prohibit the granting of any security interests for financing the acquisition and development of dwelling units, residential lots, commercial structures, or other development parcels within the Project, subject to WESTSIDE complying with the Plans, the applicable city zoning ordinances, this Agreement and applicable federal, state and local laws, rules, regulations and other ordinances. In addition, WESTSIDE may grant an assignment of WESTSIDE's rights under any this Agreement in connection with financing all or a portion of the Project without obtaining the City's approval.

c. In the event of a transfer of all of the Project or any remaining portion of the Project and upon assumption by the transferee of WESTSIDE's obligations under this Agreement, the transferee shall be fully substituted as the party to this Agreement, and shall agree to be subject to all of the conditions and restrictions to which WESTSIDE and the Property are subject.

**20. Term.** WESTSIDE agrees to complete all required developer improvements, with the exception of open space improvements controlled by paragraph 8, and to obtain final acceptance of the subdivision no later than two (2) years from the date of this Agreement. City agrees to grant final acceptance of the subdivision once all improvements, other than open space improvements as

described in paragraph 8, are completed. This Agreement will terminate upon: (1) completion of all developer improvements, including open space improvements, and final acceptance of the subdivision by City; (2) sale of all subdivision lots; or (3) fifteen (15) years; whichever occurs first.

## 21. Miscellaneous:

**a. Ownership.** WESTSIDE hereby warrants and represents that it has full authority to enter into the terms of this Agreement.

**b. Notices.** All notices, demands and requests which may be given or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and shall be deemed effective when sent by United States Mail, postage prepaid, addressed as follows:

To the City: North Ogden City  
Attn: City Manager  
505 E 2600 N  
North Ogden, UT 84414  
Facsimile: 801-464-6791

WESTSIDE: WESTSIDE INVESTMENTS, LLC  
Attn: Randy Marriot  
5238 West 2150 North  
Ogden, Utah 84404

Any party may change its address for notice under this Agreement by giving written notice to the other party in accordance with the provisions of this paragraph.

c. Attorneys Fees. Each party agrees that should it default in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorneys fees which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided hereunder or by the statutes or other laws of the State of Utah, whether such remedy is pursued by filing a lawsuit or otherwise, and whether such costs and expenses are incurred with or without suit or before or after judgment.

d. Entire Agreement. This Agreement, together with the Exhibits attached hereto, documents referenced herein and all regulatory approvals given by the City for the Property, the Project and/or the Plan, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions. It is expressly agreed by the parties that this Agreement is intended to and shall govern the development of the Property pursuant to city ordinances, including, but not limited to, all planning, zoning and subdivision issues.

**e. Headings.** Headings contained in this Agreement are intended for convenience only and are in no way to be used to construe or limit the text herein.

f. Construction of Agreement. This Agreement shall be construed so as to effectuate the public purpose of implementing long-range planning objectives, obtaining public benefits, and protecting any compelling countervailing public interest. For purposes of this Agreement and the construction of its terms, the parties acknowledge that both participated in the drafting of this Agreement and neither shall be considered the drafter.

g. Non-Liability of Officials, Employees and Others. No officer, representative, agent or employee of a party hereto shall be personally liable to any other party hereto or any successor in interest or assignee of such party in the event of any default or breach by the defaulting party, or for any amount which may become due the non-defaulting party, or its successors or assigns, or for any obligation(s) arising under the terms of this Agreement. h. No Third Party Rights. Unless otherwise specifically provided herein, the obligations of WESTSIDE and the City set forth in this Agreement shall not create any rights in or obligations to any other persons or third parties.

i. Binding Effect, Covenant Running With the Land. This Agreement shall be binding upon the parties hereto and their respective officers, agents, employees, successors and assigns, as permitted herein. The covenants contained herein shall be deemed to run with the Property and a copy of this Agreement shall be recorded by WESTSIDE in the office of the Weber County Recorder, State of Utah. Notwithstanding the foregoing, at such time as a certificate of occupancy is issued by the City with respect to any portion of the Project, this Agreement and the covenants contained herein shall be deemed to have been satisfied with respect to the Property within such portion and the City agrees, upon the request of WESTSIDE at such time, to execute a certificate of completion with respect to such portion, and as to the last portion, a certificate of completion with respect to the Project.

j. Governing Law and Jurisdiction. The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah. The parties to this Agreement agree that any judicial action associated with the Agreement shall be taken in the Utah state or federal court of competent jurisdiction.

k. No Waiver. Any party's failure to enforce any provision of the Agreement shall not constitute a waiver of the right to enforce such provision. The provisions may be waived only in writing by the party intended to be benefited by the provisions, and a waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

l. Severability. If any portion of this Agreement is held to be unenforceable by court of competent jurisdiction, any enforceable portion thereof and the remaining provisions shall continue in full force and effect.

m. Exhibits. Exhibits A through E attached hereto are hereby incorporated herein by this reference.

n. Time of Essence. Time is expressly made of the essence with respect to the performance of each and every obligation hereunder.

o. Knowledge. The parties have read this Agreement and have executed it voluntarily after having been apprised of all relevant information and risks and having had the opportunity to consult with legal counsel of their choice.

p. Supremacy. In the event of any conflict between the terms of this Agreement and those of any document referred to herein, this Agreement shall govern. If there is a conflict between the provisions of this Agreement and city zoning ordinances or the Plan, the terms and conditions of this Agreement shall govern. In the event of conflict between any terms within this Agreement, the more restrictive provision shall govern.

q. No Relationship. Nothing in this Agreement shall be construed to create any partnership, joint venture or fiduciary relationship between the parties.

r. Priority. This Agreement shall be recorded against the Property senior to any protective covenants and any debt security instruments encumbering the Property.

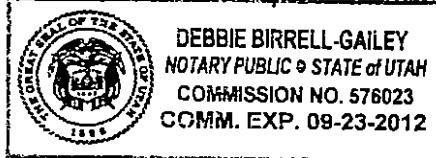
s. Amendment. This Agreement may be amended only in writing signed by the parties hereto.

t. Force Majeure. Neither party hereto shall be liable for any delay or failure in the keeping or performance of its obligations under this Agreement during the time and to the extent that any such failure is due to acts of God, acts of the United States Government or the State of Utah, fires, floods, or other casualties or causes beyond the reasonable control and without the fault or negligence of the party obligated to perform hereunder; provided the party seeking relief under the provisions of this Section: (1) notifies the other party in writing of a force majeure event within fifteen (15) days following the affected party's knowledge of the occurrence of the claimed force majeure event, and (2) promptly resumes the keeping and performance of the affected obligations after such cause has come to an end. Each party shall make every reasonable effort to keep delay in performance as a result of such a cause to a minimum.

## CITY ACKNOWLEDGMENT

STATE OF UTAH )  
WEBER COUNTY )  
: ss.

On the 01 day of August, 2012, personally appeared before me Richard G. Harris, who being duly sworn, did say that he is the Mayor of North Ogden City, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor Richard G. Harris acknowledged to me that the City executed the same.



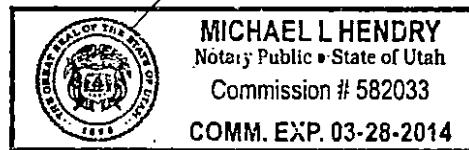
Debbie Birrell-Gailey  
Notary Public

## WESTSIDE INVESTMENTS, LLC ACKNOWLEDGMENT

STATE OF UTAH )  
WEBER COUNTY )  
: ss.

On the 16 day of July, 2011, personally appeared before me Randy Marrett who being by me duly sworn did say that (s)he is the Manager of WESTSIDE INVESTMENTS, LLC, and that the foregoing instrument was signed in behalf of said LLC by authority of a resolution of its Members; and acknowledged to me that said LLC executed the same.

Randy Marrett  
Notary Public



IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

“CITY”

NORTH OGDEN CITY

ATTEST:

S. Annette Spendlove  
City Recorder

By: Richard J. Harris  
Mayor

Approved as to Form

James M. Parker  
City Attorney

“WESTSIDE”

WESTSIDE INVESTMENTS, LLC

By: Candy Marriott  
Its: Manager

**EXHIBIT B**  
**THE COVE AT NORTH OGDEN**  
**PROPERTY LEGAL DESCRIPTION**

**BOUNDARY DESCRIPTION**

PART OF THE NORTHEAST 1/4 OF SECTION 21, T7N, R1W, OF THE SLB&M.  
 BEGINNING AT THE CENTER OF SAID SECTION 21; THENCE AS FOLLOWS:

COURSES:

<i>N 00°22'48" E</i>	<i>2,461.47 FEET</i>	<i>ALONG THE 1/4 SEC. LINE;</i>
<i>N 89°25'31" E</i>	<i>455.77 FEET</i>	<i>THENCE</i>
<i>S 70°46'04" E</i>	<i>957.51 FEET</i>	<i>THENCE</i>
<i>S 77°59'18" E</i>	<i>260.35 FEET</i>	<i>THENCE</i>
<i>S 70°30'29" E</i>	<i>212.51 FEET</i>	<i>THENCE</i>
<i>S 55°32'51" E</i>	<i>212.51 FEET</i>	<i>THENCE</i>
<i>S 49°41'12" E</i>	<i>276.75 FEET</i>	<i>THENCE</i>
<i>S 59°53'52" E</i>	<i>27.39 FEET</i>	<i>THENCE</i>
<i>S 60°09'16" E</i>	<i>220.43 FEET</i>	<i>THENCE</i>
<i>S 85°54'23" E</i>	<i>126.22 FEET</i>	<i>THENCE</i>
<i>S 89°34'04" E</i>	<i>54.71 FEET</i>	<i>TO THE EAST LINE OF SAID SEC. 21; THENCE</i>
<i>S 00°25'11" W</i>	<i>1629.65 FEET</i>	<i>ALONG SAID SEC. TO THE EAST QUARTER CORNER OF SAID SEC. 21; THENCE</i>
<i>N 89°12'07" W</i>	<i>1792.59 FEET</i>	<i>ALONG THE 1/4 SEC. LINE; THENCE</i>
<i>S 00°47'49" W</i>	<i>12.41 FEET</i>	<i>THENCE</i>
<i>S 50°38'51" W</i>	<i>44.59 FEET</i>	<i>THENCE</i>
<i>N 39°54'37" W</i>	<i>122.10 FEET</i>	<i>TO A NON-TANGENT CURVE TO THE RIGHT; THENCE</i>
<i>SOUTHWESTERLY</i>	<i>73.76 FEET</i>	<i>ALONG SAID CURVE TO A TANGENT LINE, CH=73.69, R=442.09, CHB=S59°41'01" W, (T=36.97, D=09°33'41"); THENCE</i>
<i>S 64°27'51" W</i>	<i>30.00 FEET</i>	<i>TO A POINT ON THE 1/4 SEC. LINE; THENCE</i>
<i>N 89°12'07" W</i>	<i>148.78 FEET</i>	<i>ALONG THE 1/4 SEC. LINE; THENCE</i>
<i>S 64°27'51" W</i>	<i>8.66 FEET</i>	<i>TO A TANGENT CURVE TO THE LEFT; THENCE</i>
<i>SOUTHWESTERLY</i>	<i>97.92 FEET</i>	<i>ALONG SAID CURVE TO A NON-TANGENT LINE, (T=48.08, CH=97.85, R=575.00, CHB=S59°35'08" W, D=09°45'25"); THENCE</i>
<i>N 14°26'22" W</i>	<i>103.85 FEET</i>	<i>THENCE</i>
<i>S 73°21'51" W</i>	<i>152.42 FEET</i>	<i>TO A POINT ON THE 1/4 SEC. LINE; THENCE</i>
<i>N 89°12'07" W</i>	<i>191.73 FEET</i>	<i>ALONG THE 1/4 SEC. LINE TO THE POINT OF BEGINNING.</i>

CONTAINS: 5,592,395 SQ. FT. (128.38 ACRES)

COMMON AREA: 483,363 SQ. FT. (11.09 ACRES)

NATURAL OPEN SPACE: 409,529 SQ. FT. (9.40 ACRES)

**EXHIBIT D: SCHEDULE OF ACCEPTED IMPROVEMENTS**

City: North Ogden City

Subdivision: The Cove Phase 1 & 2

Developer: Westside Investments LLC

**EXHIBIT D**

Date: June 29, 2012

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	TO DATE UNITS OR % COMPLETE	LEFT TO COMPLETE	COMMENTS**
<b>ROADWAY IMPROVEMENTS</b>							
1	30" STANDARD CURB & GUTTER	25,973 lf	\$ 13.00	\$337,649.00	25,963 lf		\$ 130.00
2	12" RIBBON CURB	13,704 lf	\$ 10.00	\$137,040.00	13,598 lf		\$ 1,060.00
3	ROADWAY CUTS/FILL COMBINED	110,469 cy	\$ 3.00	\$331,407.00	110,469 cy		replace sunken curb
4	3" BITUMINOUS SURFACE COURSE (INCLUDING 10% EXCESS)	14,571 ton	\$ 58.61	\$854,006.31	14,571 ton		ACCEPTED
5	8" UNTREATED BASE COURSE (INCLUDING 10% EXCESS)	36,268 ton	\$ 12.00	\$435,216.00	36,268 ton		ACCEPTED
6	TYPE "A" BITUMINOUS SEAL COAT	78,499 sy	\$ 1.40	\$109,898.60	78,499 sy		paid
7	SURVEY MONUMENT	30 ea	\$ 300.00	\$9,000.00	30 ea		ACCEPTED
8	ADA RAMPS	28 ea	\$ 600.00	\$16,800.00	ea		
9	4' SIDEWALK	25,973 lf	\$ 12.00	\$311,676.00	200 lf		\$ 309,276.00
10	STREET LIGHTS	20 ea	\$ 1,800.00	\$36,000.00	18 ea		\$ 3,600.00
11	STREET SIGNS, STOP SIGNS & SPEED LIMIT SIGNS	60 ea	\$ 200.00	\$12,000.00	32 ea		\$ 5,600.00
							signs added at private entrances
<b>STORMWATER BASIN IMPROVEMENTS</b>							
12	2'X2' CB WITH GRATE	6 ea	\$ 960.00	\$5,760.00	6 ea		ACCEPTED
13	2'X2' CB WITH ORIFICE AND GRATE	2 ea	\$ 1,220.00	\$2,440.00	2 ea		ACCEPTED
14	2'X2' OVERFLOW INLET BOX WITH GRATE	1 ea	\$ 950.00	\$950.00	1 ea		ACCEPTED
15	2'X2' BUBBLE UP INLET BOX WITH ORIFICE AND GRATE	1 ea	\$ 1,000.00	\$1,000.00	1 ea		ACCEPTED
16	EARTHWORK	27,374 cy	\$ 4.00	\$109,496.00	22,374 cy		\$ 20,000.00
17	12" MINUS RIP-RAP AT SPILLWAY	7 ls	\$ 1,000.00	\$7,000.00	6 ls		\$ 1,000.00
18	3'X3' EMERGENCY OVERFLOW	2 ea	\$ 3,400.00	\$6,800.00	2 ea		basin on Michelle
19	3'X3' OVERFLOW INLET BOX WITH GRATE	2 ea	\$ 1,500.00	\$3,000.00	2 ea		ACCEPTED
20	3'X3' INLET BOX WITH ORIFICE	2 ea	\$ 1,750.00	\$3,500.00	2 ea		\$ 750.00
21	3'X3' BUBBLE UP INLET BOX WITH ORIFICE AND GRATE	2 ea	\$ 1,490.00	\$2,980.00	2 ea		raise structure at club-house
22	4'X4' OVERFLOW INLET BOX WITH GRATE	1 ea	\$ 2,000.00	\$2,000.00	1 ea		ACCEPTED

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	TO DATE UNITS OR % COMPLETE	LEFT TO COMPLETE	COMMENTS**
23	15" FLARED END SECTION W/SCREEN	2 ea	\$ 975.00	\$1,950.00	2 ea		ACCEPTED
24	SCREENED PIPE END	2 ea	\$ 500.00	\$1,000.00	2 ea		ACCEPTED
25	DIVERSION STRUCTURE	1 ea	\$ 1,700.00	\$1,700.00	1 ea		ACCEPTED
26	8" HDPE	104 lf	\$ 33.00	\$3,432.00	104 lf		ACCEPTED
27	16" HDPE SDR17	1,147 lf	\$ 51.00	\$58,497.00	1,147 lf		ACCEPTED
28	20" HDPE SDR17	10 lf	\$ 60.00	\$600.00	10 lf		ACCEPTED
29	6' CHAIN LINK FENCE	3,820 lf	\$ 15.00	\$57,300.00			needed around basins
30	14' CHAIN LINK ACCESS GATE	4 ea	\$ 1,200.00	\$4,800.00	ea		\$ 57,300.00 needed at each basin
31	18"X48" CATCH BASIN WITH GRATE	1 ea	\$ 1,250.00	\$1,250.00	1 ea		\$ 4,800.00
<b>STORM DRAIN IMPROVEMENTS</b>							
32	CONNECT TO EXISTING	2 ea	\$ 750.00	\$1,500.00	2 ea		ACCEPTED
33	5' SDMH WITH CB RIM & COLLAR	11 ea	\$ 2,300.00	\$25,300.00	11 ea		ACCEPTED
34	4' SD MANHOLE AND COLLAR	7 ea	\$ 1,600.00	\$11,200.00	7 ea		ACCEPTED
35	36" FLARED END SECTION W/SCREEN	4 ea	\$ 1,380.00	\$5,520.00	4 ea		ACCEPTED
36	2X2' CB	1 ea	\$ 1,200.00	\$1,200.00	1 ea		ACCEPTED
37	16" HDPE SDR17	4,787 lf	\$ 49.30	\$235,999.10	4,787 lf		ACCEPTED
38	20" HDPE SDR17	378 lf	\$ 60.00	\$22,680.00	378 lf		ACCEPTED
39	15" RCP ASTM C-76 CLASS III	6,075 lf	\$ 39.58	\$240,448.50	6,075 lf		ACCEPTED
40	21" RCP ASTM C-76 CLASS III	899 lf	\$ 46.00	\$41,354.00	899 lf		ACCEPTED
41	24" RCP ASTM C-76 CLASS III	18 lf	\$ 81.00	\$1,458.00	18 lf		ACCEPTED
42	36" RCP ASTM C-76 CLASS III	265 lf	\$ 81.00	\$21,465.00	265 lf		ACCEPTED
43	DOUBLE CATCH BASIN	2 ea	\$ 4,000.00	\$8,000.00	2 ea		ACCEPTED
44	TYPE 2 CATCH BASIN	70 ea	\$ 1,968.72	\$137,810.40	70 ea		ACCEPTED
45	15" FLARED END SECTION W/ SCREEN	1 ea	\$ 875.31	\$875.31	1 ea		ACCEPTED
<b>SECONDARY WATER IMPROVEMENTS</b>							
46	6" PVC MAIN LINE WITH FITTINGS	8,495 lf	\$ 15.13	\$128,529.35	8,495 lf		ACCEPTED
47	10" PVC MAIN LINE WITH FITTINGS	6,667 lf	\$ 23.00	\$153,341.00	6,667 lf		ACCEPTED
48	2" DRAIN LINE WITH FITTINGS	4 ea	\$ 600.00	\$2,400.00	4 ea		ACCEPTED
49	2" DRAIN W/SS SCREEN FLANGED ON END	1 ea	\$ 990.00	\$990.00	1 ea		ACCEPTED
50	6" GATE VALVE WITH BOX AND COLLAR	24 ea	\$ 965.28	\$23,166.72	24 ea		ACCEPTED
51	10" GATE VALVE WITH BOX AND COLLAR	9 ea	\$ 1,900.00	\$17,100.00	9 ea		ACCEPTED
52	PRV STATION	3 ea	\$ 22,195.78	\$66,587.34	3 ea		ACCEPTED
53	1" AIR/VAC VALVE	10 ea	\$ 1,006.07	\$10,060.70	10 ea		ACCEPTED
54	PRV/PUMP STATION	3 ea	\$ 42,000.00	\$126,000.00	3 ea		ACCEPTED
55	SERVICE CONNECTIONS	176 ea	\$ 418.42	\$73,641.92	174 ea		\$ 836.84 added two lots
56	10"X6" CROSS	2 ea	\$ 1,100.00	\$2,200.00	2 ea		ACCEPTED
57	6" CROSS	1 ea	\$ 800.00	\$800.00	1 ea		ACCEPTED
58	10"X6" TEE	2 ea	\$ 840.00	\$1,680.00	2 ea		ACCEPTED
59	6" TEE	7 ea	\$ 641.27	\$4,488.89	7 ea		ACCEPTED

ITEM NO.	LINE ITEM DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST	TO DATE UNITS OR % COMPLETE	LEFT TO COMPLETE	COMMENTS**
60	6" BENDS & CAPS	12 ea	\$ 516.04	\$6,192.48	12 ea		ACCEPTED
61*	CLAY LINER AT RESERVOIR	1 ls	\$ 100,000.00	\$100,000.00	1 ls		removed by agreement
62*	GRAND LEGACY PUMP STATION	1 ls	\$ 200,000.00	\$200,000.00	1 ls		removed by agreement
63*	IRRIGATION WATER SHARES	238 ac-ft	\$ 2,800.00	\$666,400.00	ac-ft		removed by agreement
<b>CULINARY WATER IMPROVEMENTS</b>							
64	CONNECT TO EXISTING	2 ea	\$ 2,319.80	\$4,639.60	2 ea		ACCEPTED
65	12" DIP	6,686 lf	\$ 44.30	\$296,189.80	6,686 lf		ACCEPTED
66	10" DIP	668 lf	\$ 38.30	\$25,584.40	668 lf		ACCEPTED
67	8" DIP	7,870 lf	\$ 32.92	\$259,080.40	7,870 lf		ACCEPTED
68	4" DIP	166 lf	\$ 27.82	\$4,618.12	166 lf		ACCEPTED
69	CULINARY 10" PRV STATION	3 ea	\$ 40,000.00	\$120,000.00	3 ea		ACCEPTED
70	CULINARY 6" PRV STATION	3 ea	\$ 30,726.55	\$92,179.65	3 ea		ACCEPTED
71	3" BLOW-OFF VALVE	2 ea	\$ 2,135.85	\$4,271.70	2 ea		ACCEPTED
72	2" BLOW-OFF VALVE	8 ea	\$ 1,725.95	\$13,807.60	8 ea		ACCEPTED
73	FIRE HYDRANT ASSEMBLY	25 ea	\$ 3,759.10	\$93,977.50	25 ea		ACCEPTED
74	12" GATE VALVE WITH BOX AND COLLAR	10 ea	\$ 2,287.39	\$22,873.90	10 ea		ACCEPTED
75	10" GATE VALVE WITH BOX AND COLLAR	3 ea	\$ 1,871.22	\$5,613.66	3 ea		ACCEPTED
76	8" GATE VALVE WITH BOX AND COLLAR	24 ea	\$ 1,315.86	\$31,580.64	24 ea		ACCEPTED
77	4" GATE VALVE WITH BOX AND COLLAR	1 ea	\$ 966.05	\$966.05	1 ea		ACCEPTED
78	12"X8" CROSS	1 ea	\$ 1,184.12	\$1,184.12	1 ea		ACCEPTED
79	8"X4" CROSS	1 ea	\$ 857.55	\$857.55	1 ea		ACCEPTED
80	8" CROSS	1 ea	\$ 973.49	\$973.49	1 ea		ACCEPTED
81	12" TEE	1 ea	\$ 988.66	\$988.66	1 ea		ACCEPTED
82	12" X 10" TEE	1 ea	\$ 934.60	\$934.60	1 ea		ACCEPTED
83	12" X 8" TEE	1 ea	\$ 876.64	\$876.64	1 ea		ACCEPTED
84	10" X 8" TEE	1 ea	\$ 772.77	\$772.77	1 ea		ACCEPTED
85	8" TEE	5 ea	\$ 700.72	\$3,503.60	5 ea		ACCEPTED
86	12" BENDS & CAPS	2 ea	\$ 693.08	\$1,386.16	2 ea		ACCEPTED
87	8" BENDS & CAPS	5 ea	\$ 552.52	\$2,762.60	5 ea		ACCEPTED
88	SINGLE SERVICE CONNECTIONS & LATERALS	176 ea	\$ 1,090.27	\$191,887.52	174 ea	\$ 2,180.54	added two lots
89	TEST&CHLORINATE	2 ls	\$ 1,700.00	\$3,400.00	2 ls		ACCEPTED
90	DISCOUNT OFF OF PIPE PRICE	-1 ls	\$ 150,000.00	-\$150,000.00	-1 ls		ACCEPTED
91	COMBINATION AIR VALVES	4 ea	\$ 3,061.02	\$12,244.08	4 ea		ACCEPTED
<b>SEWER IMPROVEMENTS</b>							
92	CONNECT TO EXISTING	3 ea	\$ 1,000.00	\$3,000.00	3 ea		ACCEPTED
93	8" HDPE	6,104 lf	\$ 32.00	\$195,328.00	6,104 lf		ACCEPTED
94	8" PVC	12,134 lf	\$ 28.00	\$339,752.00	12,134 lf		ACCEPTED
95	4' SEWER MH&COLLAR	73 ea	\$ 2,409.64	\$175,903.72	73 ea		ACCEPTED
96	5' SEWER MH & COLLAR	19 ea	\$ 2,815.76	\$53,499.44	19 ea		ACCEPTED

\* These items must be completed by the Developer but have been removed from the guarantee according to the agreement between Westside Investment and North Ogden City.

\*\*\* Items marked "ACCEPTED" have been given final acceptance according to the agreement between Westside Investment and North Ogden City

*Jones & Associates Consulting Engineers*