



W3156966

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LEANN H KILTS, WEBER COUNTY RECORDER
28-MAY-21 12:06 PM FEE \$4.00 DEP THU
REC FOR: NORTH OGDEN CITY

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered this 20th day of May, 2021, between **Ivory Development 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 **Ward Farms Phase 3**. 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 5, 2020**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (the "Notice of Decision"). 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 **Ward Farms Phase 3** and agrees to hold \$ 735,778.12 (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. For convenience the Escrow Agreement is attached as Exhibit "C". 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 **Ward Farms Phase 3** 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 MAY 10TH, 2021.

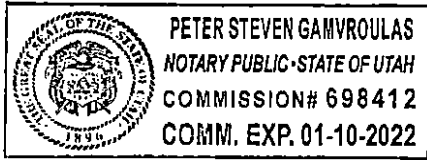
Ivory Development LLC
Company Name


Signature, ~~Manager~~ Secretary

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }
§
County of SALT LAKE }

On this 10th day of MAY, 2021, personally appeared before me, KEVIN ANGLESEY, 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.



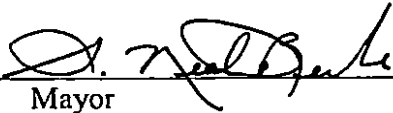
[Handwritten Signature]
Notary Public

PETER STEVEN GAMVROULAS
Residing at: SALT LAKE COUNTY

My Commission Expires:

61-10-2022

NORTH OGDEN CITY CORPORATION



Mayor

ATTEST:



Deputy City Recorder





Exhibit A

NORTH OGDEN CITY

SETTLED 1851

NOTICE OF DECISION

August 5, 2020

Skylar Tolbert
Ivory Development
978 E Woodoak Lane
Salt Lake City, UT 84117

Re: Ward Farms Subdivision Phase 3 – Final Approval

The North Ogden Planning Commission met on August 5, 2020 and made a motion to grant an extension to the final approval for the Ward Farms Subdivision, Phase 3, subject to meeting the previous conditions.

- The North Ogden City Engineer's Report
- Resolution to Parcel A, prior to recording of the subdivision

This final 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 in accordance with city ordinances. The expiration date is July 31, 2021.

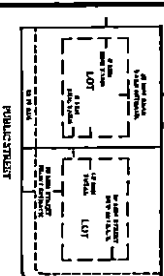
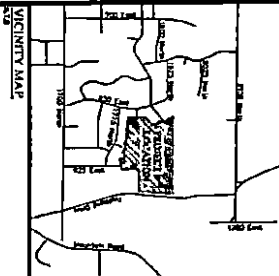
If you have any questions, please contact the Planning Department at (801) 782-7211.

Regards,

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

WARD FARMS SUBDIVISION PHASE 3

LOCATED IN THE CITY OF SERTONIA, TRINIDAD
NORTH DAKOTA COUNTY, MINNESOTA

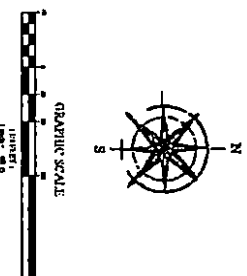
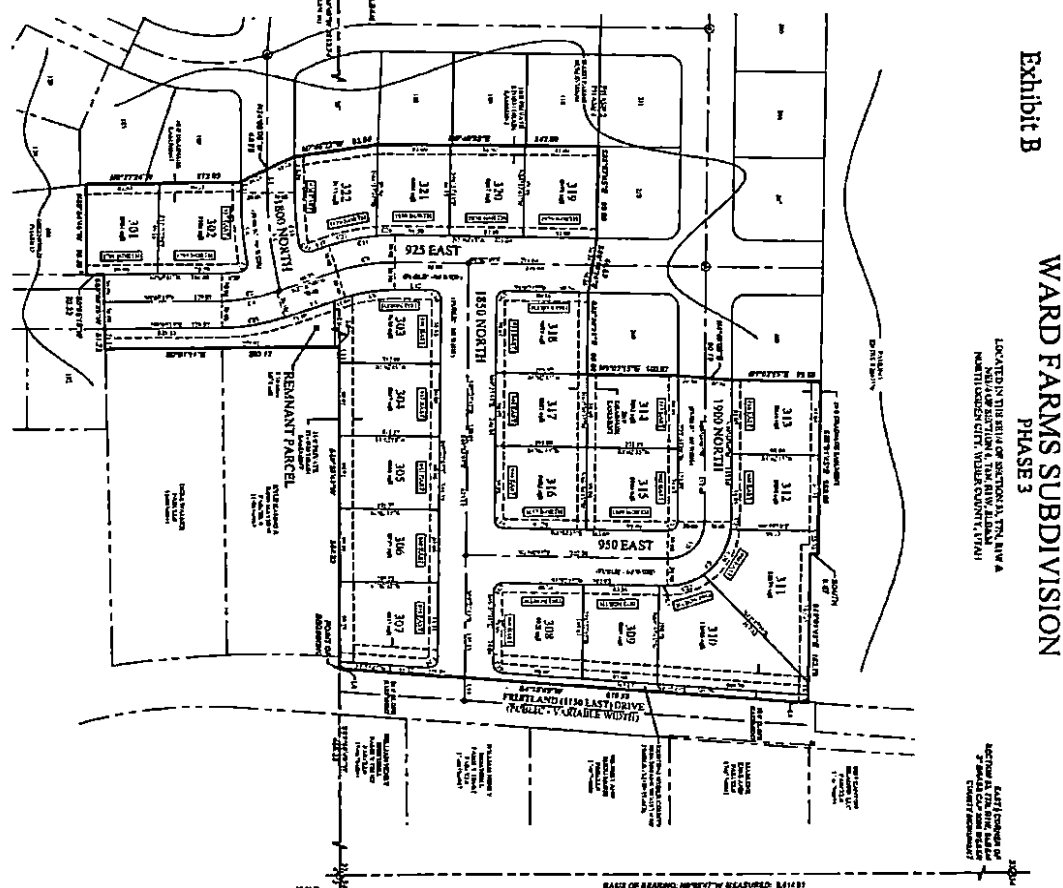


- NOTES:**
1. THE SUBDIVISION IS BEING SUBMITTED TO THE CITY OF SERTONIA FOR APPROVAL.
 2. THE SUBDIVISION IS BEING SUBMITTED TO THE CITY OF SERTONIA FOR APPROVAL.
 3. THE SUBDIVISION IS BEING SUBMITTED TO THE CITY OF SERTONIA FOR APPROVAL.
 4. THE SUBDIVISION IS BEING SUBMITTED TO THE CITY OF SERTONIA FOR APPROVAL.
 5. THE SUBDIVISION IS BEING SUBMITTED TO THE CITY OF SERTONIA FOR APPROVAL.

BOUNDARY NOTE:

THE BOUNDARY BETWEEN THE CITY OF SERTONIA AND THE CITY OF SERTONIA IS SHOWN ON THIS PLAN. THE BOUNDARY BETWEEN THE CITY OF SERTONIA AND THE CITY OF SERTONIA IS SHOWN ON THIS PLAN. THE BOUNDARY BETWEEN THE CITY OF SERTONIA AND THE CITY OF SERTONIA IS SHOWN ON THIS PLAN.

PREPARED BY
FOCUS
ENGINEERING AND SURVEYING, LLP
A PROFESSIONAL CORPORATION
10000 UNIVERSITY AVENUE, SUITE 100
MINNETONKA, MN 55345
TEL: 952.895.1100
WWW.FOCUS-LLP.COM



LOT	AREA (SQ. FT.)	AREA (SQ. YD.)	PERCENTAGE OF TOTAL AREA
301	10,000	111.11	1.11%
302	10,000	111.11	1.11%
303	10,000	111.11	1.11%
304	10,000	111.11	1.11%
305	10,000	111.11	1.11%
306	10,000	111.11	1.11%
307	10,000	111.11	1.11%
308	10,000	111.11	1.11%
309	10,000	111.11	1.11%
310	10,000	111.11	1.11%
311	10,000	111.11	1.11%
312	10,000	111.11	1.11%
313	10,000	111.11	1.11%
314	10,000	111.11	1.11%
315	10,000	111.11	1.11%
316	10,000	111.11	1.11%
317	10,000	111.11	1.11%
318	10,000	111.11	1.11%
TOTAL	900,000	10,000	100%

NORTH DAKOTA CITY APPROVALS

THIS PLAN WAS APPROVED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR

BY: CITY ENGINEER DATE: _____

BY: PLANNING DIRECTOR DATE: _____

LAND USE AUTHORITY

THIS IS TO CERTIFY THAT THE PLAN AND ANY OTHER INSTRUMENTS OF THE PLAN (LAND WITH THE BOUNDARY OF ALL REMNANT PARCELS) PUBLISHED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR OF THE CITY OF SERTONIA, MINNESOTA, IS IN ACCORDANCE WITH THE CITY OF SERTONIA ZONING ORDINANCE.

BY: CITY ENGINEER DATE: _____

BY: PLANNING DIRECTOR DATE: _____

NORTH DAKOTA CITY ATTORNEY

I HEREBY CERTIFY THAT THE PLAN AND ANY OTHER INSTRUMENTS OF THE PLAN (LAND WITH THE BOUNDARY OF ALL REMNANT PARCELS) PUBLISHED BY THE CITY ENGINEER AND THE PLANNING DIRECTOR OF THE CITY OF SERTONIA, MINNESOTA, IS IN ACCORDANCE WITH THE CITY OF SERTONIA ZONING ORDINANCE.

BY: CITY ATTORNEY DATE: _____

BY: PLANNING DIRECTOR DATE: _____

**WARD FARMS SUBDIVISION
PHASE 3**

LOCATED IN THE CITY OF SERTONIA, TRINIDAD
NORTH DAKOTA COUNTY, MINNESOTA

BY: CITY ENGINEER DATE: _____

BY: PLANNING DIRECTOR DATE: _____

BY: CITY ATTORNEY DATE: _____

BY: PLANNING DIRECTOR DATE: _____

**WARD FARMS SUBDIVISION
PHASE 3**

LOCATED IN THE CITY OF SERTONIA, TRINIDAD
NORTH DAKOTA COUNTY, MINNESOTA

BY: CITY ENGINEER DATE: _____

BY: PLANNING DIRECTOR DATE: _____

BY: CITY ATTORNEY DATE: _____

BY: PLANNING DIRECTOR DATE: _____

OWNER'S DECLARATION

I, the undersigned, being the owner of the land shown on this plan, do hereby declare that the land shown on this plan is the same as the land shown on the plan filed for record in the office of the County Recorder of North Dakota County, Minnesota, on this _____ day of _____, 20____.

BY: _____ DATE: _____

MINNEAPOLIS CERTIFICATE

**WARD FARMS SUBDIVISION
PHASE 3**

LOCATED IN THE CITY OF SERTONIA, TRINIDAD
NORTH DAKOTA COUNTY, MINNESOTA

BY: CITY ENGINEER DATE: _____

BY: PLANNING DIRECTOR DATE: _____

BY: CITY ATTORNEY DATE: _____

BY: PLANNING DIRECTOR DATE: _____

Exhibit C



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer

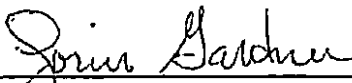
lgardner@nogden.org

Ward Farms Subdivision Phase 3 8/7/19, modified 4/22/21 SUMMARY		
	Original Total	Remaining
Earthwork		
Mobilization	\$7,500.00	\$0.00
Waste Trench Spoils On-site	\$11,843.75	\$0.00
Cut Subgrade for Roadway	\$6,239.07	\$0.00
Import to Fill	\$359,215.50	\$0.00
Retaining Walls	\$109,127.00	\$109,127.00
Asphalt		
3" Asphalt Paving	\$70,238.55	\$70,238.55
12" Roadbase	\$71,460.09	\$71,460.09
Asphalt Sawcut, Remove & Replace	\$12,556.70	\$12,556.70
Seal Coat	\$12,000.00	\$12,000.00
Concrete		
30" Highback C & G w/ base	\$56,355.00	\$56,355.00
4" thick Sidewalk w/base	\$50,688.00	\$50,688.00
6" thick Sidewalk w/base	\$155,770.00	\$155,770.00
ADA Ramps	\$2,440.00	\$2,440.00
Sanitary Sewer		
8" PVC Sanitary Sewer (Green)	\$36,576.00	\$0.00
4' SSMH w/Collar	\$23,849.00	\$0.00
5' SSMH w/Collar	\$18,208.00	\$0.00
4" PVC SS Lateral (40 LF) (Green)	\$24,012.00	\$0.00
Import Backfill	\$72,569.00	\$0.00

Remove Existing Septic System and Leach Field	\$2,000.00	\$0.00
Connect Existing Home SS lateral	\$2,316.00	\$0.00
Culinary Water		
8" PVC C900 Waterline (Blue)	\$29,640.00	\$0.00
Remove Blowoff & tie onto Existing Main	\$4,500.00	\$0.00
Fire Hydrants	\$14,595.00	\$0.00
8" Tee	\$2,250.00	\$0.00
8" Bend	\$4,020.00	\$0.00
1" Water Service	\$28,270.00	\$0.00
Import Backfill	\$12,432.00	\$0.00
Secondary Water		
8" PVC C900 Purple	\$14,848.00	\$0.00
6" PVC C900 Purple	\$20,150.00	\$0.00
Tie into Existing	\$5,800.00	\$0.00
Tee	\$3,000.00	\$0.00
Bend	\$2,010.00	\$0.00
3/4" Secondary Water Service	\$25,254.00	\$0.00
Import Backfill	\$9,534.90	\$0.00
Land Drain		
8" PCV SDR-35 (white)	\$27,176.80	\$0.00
5' LDMH	\$6,296.00	\$0.00
4' LDMH	\$25,011.00	\$0.00
4" PVC SDR-35 LD Lateral (40 LF) (white)	\$16,440.00	\$0.00
Tie into Existing Land Drain	\$1,959.00	\$0.00
Import Backfill	\$52,768.40	\$0.00
Collars for LDMHs	\$4,400.00	\$4,400.00
Storm Drain		
5" SDMH w/Collar	\$11,752.00	\$0.00
Curb Inlet 2'x3'x4'	\$14,875.00	\$0.00
Catch Basin 2' x 2'	\$16,344.00	\$0.00
Tie into Existing Storm Drain	\$1,950.00	\$0.00
18" RCP Storm Drain	\$4,812.50	\$0.00

15" RCP Storm Drain	\$53,201.20	\$0.00
6" HDPE Storm Drain	\$2,214.35	\$0.00
Import Backfill	\$12,878.00	\$0.00
Amenities		
Standard Collector Street Lights	\$25,750.00	\$25,750.00
Street Signs/Stop Signs	\$1,400.00	\$1,400.00
Relocate Existing Power Poles	\$12,000.00	\$0.00
Relocate Existing Mail Boxes	\$3,000.00	\$3,000.00
Material Testing	\$5,000.00	\$0.00
Monuments	\$2,312.00	\$2,312.00
TOTAL IMPROVEMENT COSTS	\$1,582,807.81	\$577,497.34
10% GUARANTEE		\$158,280.78
TOTAL ESCROW AMOUNT		\$735,778.12

SUBDIVISION COST ESTIMATE APPROVAL



 Lorin Gardner
 City Engineer

4/22/21

 Date