



W3230593

SUBDIVIDER'S ESCROW AGREEMENT

Agreement made this 24th day of March, 2022,

between North Ogden City, a municipal corporation of the State of Utah,
located in Weber County, Utah, (the "City"), and **Blackburn Jones Real Estate
INC**
of **Weber County, Utah**, (the "Subdivider") and **Capital Community Bank,**
of **Salt Lake County, Utah** (the "Escrow Agent").

RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated 15th of April, 2022, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **Hall Orchard 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. **Capital Community 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 **\$447,670.87** 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 **\$67,648.17** 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:

[Signature]
City Recorder



Blackburn Jones REI
By: [Signature] Director
Subdivider (sign with Notary
on next page)

[Signature]
By: SVP
Escrow Agent (sign with
Notary on next page)

Name: Jhae L. Smith
Phone: (801)727-0106
Email: jhae@ccbanc.com

Approved as to Form:

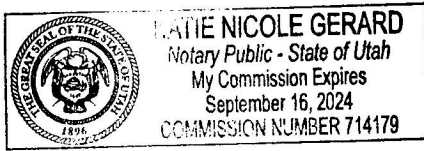
[Signature]
North Ogden City
Attorney

State of Utah }

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County of Wadswell }

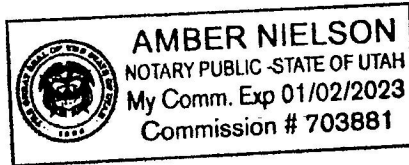
On this 7th day of April, 2022, personally appeared before me, Carson Earl Jones, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to on this instrument and acknowledged that he/she/they executed the same.



Katie Nicole Gerard
Notary Public

State of Utah }

County of Utah Lake



On this 24th day of March, 2022, personally appeared before me, Chae L. Smith, 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.

Amber Nielson
Notary Public

Exhibit A



NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner
City Engineer
lgardner@nogden.org


Hall Orchard Phase 1 February 23, 2022 ESCROW SUMMARY		
	Original Total	Remaining
<u>STREET IMPROVEMENTS</u>		
Mobilization, Clearing & Site Preparation	\$3,000.00	\$1,000.00
8" Scarify - Subgrade Prep & Compact to 95%	\$11,700.00	\$0.00
8' E-Fill (3"-6") In-Place	\$51,997.50	\$21,997.50
5" Untreated Base Course (3/4" - 1 1/2") In-Place	\$46,220.00	\$46,220.00
3" Asphalt In-Place	\$86,703.00	\$86,703.00
Seal Coat	\$13,705.60	\$13,705.60
Temporary Turnaround	\$0.00	\$0.00
Install 30" std c & g	\$62,371.50	\$62,371.50
Install Std 5' wide conc. Sidewalk	\$13,209.60	\$13,209.60
Install ADA Ramp	\$4,000.00	\$4,000.00
Street Monuments	\$1,350.00	\$1,350.00
Street Sign/Stop Sign	\$1,000.00	\$1,000.00
Street Lights	\$7,500.00	\$7,500.00
Earthwork	\$3,500.00	\$3,500.00
Subtotal =	\$306,257.20	\$262,557.20
<u>DRAINAGE IMPROVEMENTS</u>		
Storm Drain Outfall - Connect to existing SDMH	\$500.00	\$0.00
Storm Drain Outfall - 15" RCP III	\$28,845.00	\$28,845.00
Storm Drain Outfall - Install Curb Inlet	\$2,400.00	\$0.00

Storm Drain Outfall - SDMH	\$11,200.00	\$0.00
Storm Drain Outfall - Saw cut Asphalt	\$4,995.00	\$0.00
Storm Drain Outfall - Asphalt Trench Patch	\$14,616.00	\$0.00
15" RCP III	\$18,075.00	\$5,250.00
18" RCP III	\$0.00	\$0.00
Install Std Curb Inlet	\$13,200.00	\$6,600.00
Install 5' DIA SDMH	\$10,000.00	\$0.00
Install 4' DIA SDMH	\$9,000.00	\$6,500.00
SDMH Collars	\$3,600.00	\$3,600.00
Install 2 x2 Inlet Box	\$2,000.00	\$0.00
Install Outlet Control Structure & Rip-Rap	\$4,500.00	\$600.00
Detention Basin Excavation	\$3,500.00	\$0.00
Detention Basin Landscaping & Irrigation	\$6,000.00	\$6,000.00
Paved access to SDMH w/drive approach	\$5,000.00	\$5,000.00
LID drainage trenches in parkstrips (2750N and 2725N)	\$5,000.00	\$5,000.00
Subtotal =	\$142,431.00	\$67,395.00
<u>CULINARY IMPROVEMENTS</u>		
Connect to Existing Water Main	\$2,400.00	\$1,200.00
Install 8" Water Main with all fittings	\$48,384.00	\$0.00
Install 10" Water Main with all fittings	\$0.00	\$0.00
Fire Line & Hydrant, w/valve	\$9,000.00	\$0.00
8" Gate Valve	\$9,450.00	\$0.00
Temp Blow Off	\$0.00	\$0.00
1" Water Service w/water meter	\$17,000.00	\$0.00
Trust Blocking	\$3,000.00	\$0.00
Valve Collars	\$2,450.00	\$2,450.00
Import Trench Backfill	\$19.00	\$19.00
Temporary Plugs & Testing	\$1,000.00	\$0.00
Subtotal =	\$92,703.00	\$3,669.00
<u>SEWER IMPROVEMENTS</u>		

Connect to Existing Sewer Main	\$550.00	\$0.00
8" Sewer Main - PVC SDR 35	\$26,152.00	\$0.00
Install 4' DIA SSMH	\$4,400.00	\$0.00
Install 5' DIA SSMH	\$11,200.00	\$0.00
Install Laterals for Lots	\$15,300.00	\$0.00
Concrete Collars	\$2,400.00	\$2,400.00
Import Trench Backfill	\$0.00	\$0.00
Testing, Cleaning, Video Inspection	\$1,350.00	\$450.00
Subtotal =	\$61,352.00	\$2,850.00
<u>SECONDARY IMPROVEMENTS</u>		
6" Irrigation Main - DR18	\$17,038.50	\$1,841.50
Double Service w/meter	\$30,000.00	\$20,400.00
Single Service w/meter	\$1,200.00	\$1,200.00
6" Gate Valve	\$1,200.00	\$0.00
2" PVC Schedule 40 drain pipe	\$1,140.00	\$1,140.00
6" x 2" Reducer	\$250.00	\$250.00
2" Valve	\$500.00	\$500.00
Subtotal =	\$51,328.50	\$25,331.50
<u>SWPPP</u>		
Inlet Protection	\$1,000.00	\$1,000.00
Silt Fence or Berming	\$1,990.00	\$0.00
Concrete Washout	\$600.00	\$0.00
Stabilization Entrance	\$1,600.00	\$0.00
Subtotal =	\$5,190.00	\$1,000.00
<u>DRY UTILITIES/MISC./ENGINEERING & TESTING</u>		
Electric: Dig, Lay Conduit, Backfill	\$7,175.00	\$7,175.00
Electric: Power Co. - Pull Wires	\$10,045.00	\$10,045.00
Electric : Junction Boxes	\$0.00	\$0.00
Gas	\$0.00	\$0.00

Telephone	\$0.00	\$0.00
Engineering	\$0.00	\$0.00
Construction Staking	\$0.00	\$0.00
Compaction Testing	\$0.00	\$0.00
Subtotal =	\$17,220.00	\$17,220.00
TOTAL IMPROVEMENT COSTS	\$676,481.70	\$380,022.70
10% GUARANTEE		\$67,648.17
TOTAL ESCROW AMOUNT		\$447,670.87

SUBDIVISION COST ESTIMATE APPROVAL



 Lorin Gardner
 City Engineer

Date 3/1/2022