



**NORTH OGDEN CITY**

---SETTLED 1851---



\*W3256759\*

### **SUBDIVIDER'S SURETY BOND AGREEMENT**

Agreement made this 22<sup>nd</sup> day of September, 2022,

between North Ogden City, a municipal corporation of the State of Utah,

located in Weber County, Utah, (the "City"), and **Patriot Pointe, LLC**

of **Weber County, Utah**, (the "Subdivider") and **Atlantic Specialty Insurance**

**Company** (the "Surety").

#### **RECITALS**

18-170-0001-0004

1. City and Subdivider have entered into a Developer's Agreement, dated 22<sup>nd</sup> of September, 2022, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **Patriot Pointe Phase 1B Subdivision** and has requested formal approval and acceptance thereof by North Ogden City.

2. The Subdivider has opted to guarantee the installation of improvements and under North Ogden Code 11-23 is allowed to post a improvement assurance or guarantee for improvements not installed before the recoding of the subdivision. Subdivider has selected a performance bond and provided proof of the bond attached as exhibit B.

3. Subdivider now desires to enter into this Bond 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. Identification of Bond Agent/Surety. **Atlantic Specialty Insurance Company** is hereby identified as the Surety.
2. Guarantee for Improvements. Subdivider has provided for sufficient guarantee as allowed under North Ogden Code 11-23 the sum of \$532,992.90 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. Exhibit B includes proof of the Surety Performance Bond for the above described amount.
3. Application of Guarantee. It is agreed by all parties to this agreement that the sum of money indicated in 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 Surety Bond is of sufficient duration and amount to cover the installation and warranty of all improvements associated with the subdivision.
4. Completion of Improvements. Subdivider shall have two years from recording the subdivision to complete the improvements. If improvements are not completed in a timely manner or Subdivider refuses to install the improvements then

North Ogden City may exercise all rights against the bond to complete the installation of improvements. Subdivider agrees that North Ogden City is authorized to exercise all options to complete the improvements for the subdivision, including directly seeking compensation from the Subdivider and all related entities.

5. Continuation of Bond. A sum equal to 10% of the escrowed amount or **\$48,453.90** shall remain bonded for a period of one year after conditional acceptance by the City.

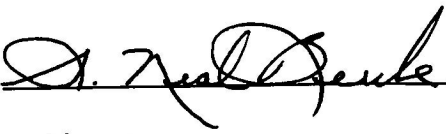
6. Application and Release of Guarantee. All demands by the City to perform corrections or completion of improvements, if not performed or completed in accordance with City Ordinance, rules and regulations, shall be made by certified mail, with a copy also sent to the Subdivider and Surety. If the defect 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 City 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 Subdivider agrees, upon receiving reasonable proof from the City of the defect and that the City has incurred the cost of correcting the defect, to not challenge any requests for compensation under the bond or to pay directly to the City the cost of correcting the defect.

7. Release of Bond. One year after the accepted improvements and the improvements remain substantially free from latent defects, the City shall certify such fact to the Surety.

8. Name of Principal. The Subdivider agrees that the attached bonding documents are to secure the related improvements regardless of the name of principal and the business relationship between the principal and the Subdivider. The City is authorized to seek compensation from either party in the event of a default on the construction of the improvements within the terms of this agreement.

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:   
Mayor

Attest:

  
~~City Recorder~~ Deputy City Recorder

Approved as to Form:

  
North Ogden City Attorney

Subdivider

By:

[Signature]

Title: Managing Member

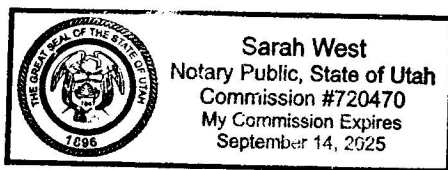
Name: Ken Crockett

State of Utah }

§

County of Weber }

On this 19 day of September, 2022, personally appeared before me, Ken Crockett, 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.



[Signature]  
Notary Public