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E# 3267541 PG 1 OF 17

LEANN H KILTS, WEBER CTY. RECORDER  
19-DEC-22 242 PM FEE \$ .00 NNP  
REC FOR: NORTH OGDEN CITY

## DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 17 day of November, 2022, between **Henry Walker Development LLC**, County of Salt Lake City, 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 **The Views at Rockwood Subdivision**. 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 **November 9, 2021**, 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 **The Views at Rockwood Subdivision**, and agrees to hold **\$ 219,751.57** (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 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 Views at Rockwood Subdivision**. 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 November 17<sup>th</sup>, 2022.

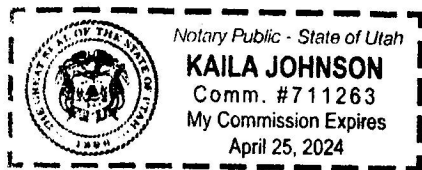
Henry Walker Development LLC  
Company Name

  
Signature, Manager (with Notary on next page)

**ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION**

State of Utah }  
§  
County of DAVIS }

On this 17<sup>th</sup> day of November, 2022, personally appeared before me, Chad Bessinger, 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.

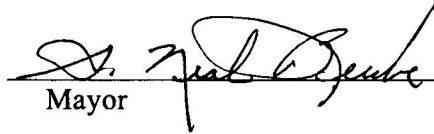


[Signature]  
Notary Public  
Davis County, Ut  
Residing at:

My Commission Expires:

04/25/2024

NORTH OGDEN CITY CORPORATION

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Recorder





**NOTICE OF DECISION**

November 9, 2021

Brock Loomis and Mitch Vance  
J Fisher Companies  
1216 Legacy Crossing Blvd. Ste #300  
Centerville, Utah, 84014

**Re: Final Plat Approval for The Views at Rockwood Subdivision**

The North Ogden City Planning Commission met on July 7, 2021 and made a motion to grant final approval of the Views at Rockwood Subdivision, subject to the following conditions:

- Requirements of the North Ogden City Engineer's Report must be met prior to recording of the subdivision (except where superceded in this report).
- Also, the applicant needs to install the required right-of-way design, for an 80' right-of-way for Mountain Road on the portion of the property that is part of the subdivision, or bond for those necessary improvements.
- Requirements of the Technical Review Committee Letter (except where it may be superceded in this report).
- If the applicant would like the reduced 20' front setback permitted under North Ogden City Code, for lots that with slopes that are 10% or greater they should provide to Staff, (on a separate version of the plat), a slope percentage for each lot that they are seeking a reduced setback for, based on a point on the front property line, and a point on the rear property line. For each lot that is demonstrated to Staff to have 10% or greater slope, the applicant should adjust the buildable area for those lots to have a reduced 20' front setback, with Staff reviewing those adjustments prior to recording of the plat.
- Needs to show the entirety of Mountain Road on the plat (with the portion not on their property shown in more faint lines)
- On all corner lots, the applicant should provide second, alternate buildable area envelope boxes (where front and side setbacks are rotated to different sides of the lot).
- Sanitary sewer and secondary water will serve letters need to be amended to clarify that all lots in the subdivision will be able to be served, prior to recording.



SETTLED 1851

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I have attached copies of the Engineer's Report and the Technical Review Committee Meeting Letter in the same email this letter is being sent by means of, so that you have copies of the additional conditions of approval listed in those documents.

If you have any questions regarding the conditions of approval related to this subdivision, please contact the Planning Department at (801) 782-7211, or at my direct number listed below.

Regards,

**Brandon Bell, CNU-A | Associate Planner**

NORTH OGDEN CITY  
505 E. 2600 N.  
North Ogden, Utah, 84414  
Phone: (801)782-7211

[www.northogdencity.com](http://www.northogdencity.com)



SETTLED 1851





Exhibit C



**SUBDIVIDER'S ESCROW AGREEMENT**

Agreement made this 17 day of November, 2022,

between North Ogden City, a municipal corporation of the State of Utah,  
located in Weber County, Utah, (the "City"), and **Henry Walker Development  
LLC**

of **Davis County, Utah**, (the "Subdivider") and **Cottonwood Title,**

of **Davis County, Utah** (the "Escrow Agent").

## RECITALS

1. City and Subdivider have entered into a Developer's Agreement, dated 17 of November, 2022, attached hereto as Exhibit A, for the subdivision and construction of improvements on certain land located in the City to be known as **The Views at Rockwood Subdivision** and has requested formal approval and acceptance thereof by the North Ogden City Council.

2. Due to financial limitations, timing, or other considerations, 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. **Cottonwood Title** is hereby appointed Escrow Agent and Escrow Agent shall hold, in a separate escrow account or by sufficient guarantee outlined in NOC 12-4-1, 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, or provide for sufficient guarantee as allowed under North Ogden Code 12-4-1 the sum of **\$219,751.57** 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 or released to Subdivider 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 **\$43,921.92** 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 instructions 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



Approved as to Form:

*[Signature]*  
North Ogden City Attorney

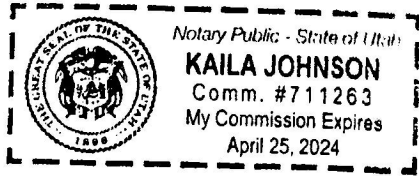
DocuSigned by:  
*Lara Mountford*

By: Escrow Agent  
Name: Lara Mountford  
Phone: ~~801-683-4636~~ 801-499-5983  
Email:  
lara@cottonwoodtitle.com  
File Ref: 148075-LMP

*[Signature]*  
By: Manager  
Subdivider (sign with Notary  
on next page)

State of Utah        }  
                              §  
County of DAVIS }

On this 17<sup>th</sup> day of November, 2022, personally appeared  
before me, Chad Bessinger, 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.



  
Notary Public

# Exhibit A

Eric Casperson, PE  
City Engineer  
ecasperson@nogden.org



PROJECT TITLE:  
The Views at Rockwood  
North Ogden, Utah

Developer: J Fisher Company  
October 12, 2022  
ESCROW SUMMARY

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Paving - Asphalt</b>						
1	3" Asphalt with Fine Grade	0	SF	\$1.40	\$ 0.00	\$ 0.00
2	12" Roadbase Placement Street	0	SF	\$1.25	\$ 0.00	\$ 0.00
3	Temp Roadbase Turnaround	0	LS	\$4,087.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 0.00</b>
<b>Excavation</b>						
1	Grubbing Street ROW	0	LS	\$25,290.00	\$ 0.00	\$ 0.00
2	Cobble Swale Area	1	LS	\$1,827.00	\$ 1,827.00	\$ 1,827.00
3	Excavation Street and Lots to Subgrade	0	LS	\$238,843.00	\$ 0.00	\$ 0.00
4	Remove Existing Asphalt Driveway Locations	0	LS	\$9,583.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 1,827.00</b>
<b>Concrete Improvements</b>						
1	Curb and Gutter with Roadbase	0	LF	\$20.10	\$ 0.00	\$ 0.00
2	4' Sidewalk 4" Thick With Roadbase	5469	LF	\$24.25	\$ 132,623.25	\$ 132,623.25
3	4' Sidewalk 6" Thick With Roadbase	68	LF	\$37.05	\$ 2,519.40	\$ 2,519.40
4	Handicap Ramps	12	Each	\$1,050.00	\$ 12,600.00	\$ 12,600.00
5	Concrete Manhole Collar	39	Each	\$446.00	\$ 17,394.00	\$ 17,394.00
6	Concrete Valve Collar	26	Each	\$341.00	\$ 8,866.00	\$ 8,866.00
<b>Total:</b>						<b>\$ 174,002.65</b>
<b>Culinary Water</b>						
1	8" C-900 Water Main	0	LF	\$37.65	\$ 0.00	\$ 0.00
2	Temp Blowoff	0	Each	\$678.00	\$ 0.00	\$ 0.00
3	8" Tees	0	Each	\$868.00	\$ 0.00	\$ 0.00
4	8" Cross	0	Each	\$1,001.00	\$ 0.00	\$ 0.00
5	8" Bends	0	Each	\$602.00	\$ 0.00	\$ 0.00
6	8" Gate Valves	0	Each	\$1,926.00	\$ 0.00	\$ 0.00
7	Fire Hydrants	0	Each	\$6,006.00	\$ 0.00	\$ 0.00
8	2" Air Vac	0	Each	\$5,309.00	\$ 0.00	\$ 0.00
9	Pressure Test Culinary Water	0	Each	\$1,765.00	\$ 0.00	\$ 0.00
10	Connect to Existing Water Pipe Stubs	0	Each	\$1,614.00	\$ 0.00	\$ 0.00
11	North Ogden 1" Water Service	0	Each	\$1,901.00	\$ 0.00	\$ 0.00
<b>Total:</b>						<b>\$ 0.00</b>
<b>Sewer</b>						
1	Connect to Existing Sewer Manhole	0	Each	\$3,089.00	\$ 0.00	\$ 0.00
2	Connect to Existing Sewer Stub	0	Each	\$709.00	\$ 0.00	\$ 0.00
3	8" PVC Sewer	0	LF	\$33.75	\$ 0.00	\$ 0.00



PROJECT TITLE:  
**The Views at Rockwood**  
**North Ogden, Utah**

Developer: **J Fisher Company**  
 August 31, 2022

ESCROW SUMMARY - Mountain Road Section

Eric Casperson, PE  
 City Engineer  
[ecasperson@nogden.org](mailto:ecasperson@nogden.org)

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount
<b>Paving - Asphalt</b>						
1	Hot Mix Asphalt (5" Thick)	9920	SF	\$2.05	\$ 20,336.00	\$ 20,336.00
2	Road Base (6" Thick)	9783	SF	\$0.62	\$ 6,065.46	\$ 6,065.46
3	Granular Backfill Borrow (18" Thick)	9920	SF	\$1.60	\$ 15,872.00	\$ 15,872.00
4	Sidewalk (6 ft wide - 4" Thick)	34	LF	\$36.40	\$ 1,237.60	\$ 1,237.60
5	Manhole adjust to Grade and Collar	1	EA	\$2,500.00	\$ 2,500.00	\$ 2,500.00
<b>Total:</b>						<b>\$ 46,011.06</b>
<b>TOTAL</b>					<b>\$ 46,011.06</b>	<b>\$ 46,011.06</b>

Escrow Cost Estimate Approval

  
 Eric Casperson, PE  
 City Engineer

10/12/22  
 Date

Note: This amount to be paid to North Ogden City for the items listed instead of bonding.



4	8" HDPE Sewer	0	LF	\$88.65	\$ 0.00	\$ 0.00
5	4" Sewer Lateral	0	Each	\$902.00	\$ 0.00	\$ 0.00
6	4" HDPE Sewer Lateral	0	Each	\$2,681.00	\$ 0.00	\$ 0.00
7	Clay Sewer Trench Cut Off	0	LS	\$1,150.00	\$ 0.00	\$ 0.00
8	48" Sewer Manhole	0	Each	\$2,956.00	\$ 0.00	\$ 0.00
9	60" Sewer Manhole	0	Each	\$4,230.00	\$ 0.00	\$ 0.00
10	Sewer Testing	0	LS	\$4,906.00	\$ 0.00	\$ 0.00
11	Import Gravel Bedding	0	Ton	\$19.05	\$ 0.00	\$ 0.00
<b>Total:</b>					<b>\$ 0.00</b>	
<b>Storm Drain</b>						
1	15" RCP Storm Drain	0	LF	\$37.50	\$ 0.00	\$ 0.00
2	15" ADS Storm Drain	0	LF	\$38.80	\$ 0.00	\$ 0.00
3	8" PVC Storm Drain	0	LF	\$27.50	\$ 0.00	\$ 0.00
4	8" PVC Perforated Gravel Seep	0	LF	\$44.35	\$ 0.00	\$ 0.00
5	12" Flared End Section Installed on	0	Each	\$1,058.00	\$ 0.00	\$ 0.00
6	18" Snout	0	Each	\$814.00	\$ 0.00	\$ 0.00
7	Curb Inlet Box	0	Each	\$2,049.00	\$ 0.00	\$ 0.00
8	Combo Inlet Box	0	Each	\$5,787.00	\$ 0.00	\$ 0.00
9	48" Storm Drain Manhole	0	Each	\$2,734.00	\$ 0.00	\$ 0.00
10	60" Storm Drain Manhole Sump	0	Each	\$3,758.00	\$ 0.00	\$ 0.00
11	60" Storm Drain Manhole	0	Each	\$3,781.00	\$ 0.00	\$ 0.00
12	60" Storm Drain Manhole with Weir Wall	0	Each	\$4,176.00	\$ 0.00	\$ 0.00
13	Detention and Sediment Storm Water	0	Each	\$2,772.00	\$ 0.00	\$ 0.00
14	Storm Drain Testing	0	LS	\$2,652.00	\$ 0.00	\$ 0.00
15	Import Gravel Bedding Storm Drain Pipe	0	Ton	\$19.05	\$ 0.00	\$ 0.00
16	Import Gravel Bedding Storm Drain	0	Ton	\$19.05	\$ 0.00	\$ 0.00
<b>Total:</b>					<b>\$ 0.00</b>	
<b>Sub-total</b>					<b>\$ 175,829.65</b>	<b>\$ 175,829.65</b>
<b>10% Guarantee</b>					<b>\$ 17,582.97</b>	<b>\$ 43,921.92</b>
<b>TOTAL</b>					<b>\$ 193,412.62</b>	<b>\$ 219,751.57</b>

Escrow Cost Estimate Approval

  
Eric Casperson, PE  
City Engineer

10/12/20  
Date