



W3351136

When recorded, mail to:

Ogden City Recorder
2549 Washington Blvd, Suite 210
Ogden, UT 84401

E# 3351136 PG 1 OF 8
Leann H. Kiltz, WEBER COUNTY RECORDER
16-Dec-24 01:09 PM FEE \$0.00 DEP TH
REC FOR: OGDEN CITY
ELECTRONICALLY RECORDED

Affected Parcel No(s): 01-129-0001 **BT** PCV

AGREEMENT FOR INSTALLATION OF GRAVITY GREASE INTERCEPTOR

This Agreement for installation of a Gravity Grease Interceptor ("Agreement") is made and entered into on this 4th day of December, 2024, by and between Ogden City Corporation, a Utah municipal corporation ("City"), and Bigelow Ogden, LLC, a _____ ("Property Owner"), the owner the real property located generally at 2510 S Washington Blvd, Ogden, legally described on the attached Exhibit "A" and identified as Parcel No. 01-129-001 ("Property").

RECITALS

WHEREAS, the City is authorized and required to regulate and control the discharge of Fats, Oils, and Grease ("FOG") into the City sewer system in accordance with Central Weber Sewer Improvement District Rules and Regulations (the "Rules and Regulations"), as set forth in the City's Municipal Ordinances, including Title 9 of that code ("Ordinance"); and

WHEREAS, the Rules and Regulations require that any facility which has the potential to discharge FOG into the City sewer system must be equipped with a gravity grease interceptor, as set forth in the Section 2.7 of the Rules and Regulations; and

WHEREAS, the Property Owner hereby represents and acknowledges that it is the owner in fee simple of the Property; and

WHEREAS, the Property Owner intends to open a food service establishment ("FSE"), or allow a tenant to do so, at the Property, and it has been determined that such an establishment has the potential to discharge FOG into the City sewer system; and

WHEREAS, the City acknowledges that the installation of a gravity grease interceptor is required, but agrees to defer this requirement to allow the Property Owner a period until July 1, 2025, to comply; and

WHEREAS, in the meantime, the Property Owner will installed a hydromechanical grease interceptor, which will serve as a temporary protection measure for the sewer system against FOG discharges, provided that the Property Owner cleans and maintains the grease trap appropriately and in accordance with the Rules and Regulations; and

~~WHEREAS, the Property Owner has provided a cost estimate for the purchase and installation of a gravity grease interceptor, attached hereto as Exhibit "B", which reflects the current estimated cost for such installation~~

CHF

AGREEMENT

1. **Acknowledgment of Requirement:** The Property Owner acknowledges that a gravity grease interceptor is required for the FSE at the Property in accordance with the Rules and Regulations.
2. **Deferral of Requirement:** The City agrees to defer the requirement for the installation of the gravity grease interceptor for a period until July 1, 2025. The Property Owner understands, acknowledges, and agrees that the hydromechanical grease interceptor is a temporary measure only, intended to allow operation of the FSE for a limited time while the gravity grease interceptor is designed, fabricated, and installed, and does not replace the obligation to install a gravity grease interceptor.
3. **Maintenance of Temporary Grease Trap:** The Property Owner agrees to maintain the installed hydromechanical grease interceptor and keep it in efficient operating condition at all times. This includes the regular removal and appropriate disposal of accumulated FOG in accordance with the Rules and Regulations.
4. **Future Installation Requirements:** The Property Owner agrees to, at its sole cost and expense, design, size, and install the gravity grease interceptor in accordance with the Rules and Regulations, Ogden City Engineering Standards, and the Uniform Plumbing Code. All necessary permits and approvals must be obtained prior to installation.
5. **Installation Deadline:** The gravity grease interceptor must be installed by July 1, 2025. If the Property Owner fails to install the grease interceptor by this deadline, the City will not issue any further business licenses or approve renewal of any existing business licenses for the Property for any business that has the potential to discharge FOG.
- ~~6. **Cost Estimator:** Attached hereto as Exhibit B is the cost estimate provided by the Property Owner for the purchase and installation of the gravity grease interceptor. This estimate reflects the current cost of installation and is for informational purposes only. The actual cost may vary at the time of installation.~~
7. **Recording and Transferability:** This Agreement must be signed, notarized, and recorded in the Weber County property records. This Agreement runs with the land and shall be binding upon and inure to the benefit of the Property Owner and any subsequent owners of the Property. In the event of a sale or transfer of the Property, the new owner shall be bound by the terms of this Agreement.
8. **Miscellaneous:**
 - a) This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements and understandings, whether written or oral.

CHF

- b) This Agreement may only be amended or modified by a written instrument executed by both Parties.
- c) If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- d) This Agreement, its terms and conditions, shall be interpreted and governed by the laws of the State of Utah.

AGREEMENT FOR INSTALLATION OF GRAVITY GREASE INTERCEPTOR

SO AGREED this 4th day of December 2024.

PROPERTY OWNER

By: [Signature] Title: Authorized Signer

By: _____ Title: _____

STATE OF UTAH CA)
:ss.
COUNTY OF TARIN)

The above instrument was acknowledged before me by CONOR A. FLANDERS this 4th day of DECEMBER 2024.

[Signature]

Notary Public

Residing in: 1 BLACKFIELD DR TIBBETSON CA 91420

My commission expires: 12/13/2025

SEE ATTACHED CERTIFICATE

OGDEN CITY

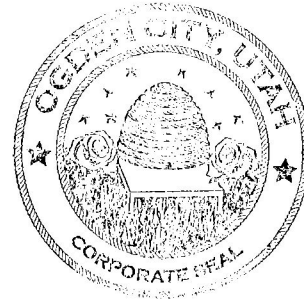
By: T-N-1 Date: 12/6/24
City Engineer

Attest: [Signature]
City Recorder



By: *[Signature]* Date: 12/13/24
Mayor

Attest: *[Signature]*
City Recorder



STATE OF UTAH)
:ss.
COUNTY OF W. Weber)

The above instrument was acknowledged before me by Ben Nadolski, the Mayor of Ogden City, this 13th day of December, 2024.

[Signature]

Notary Public

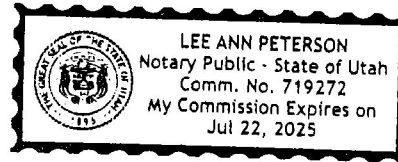
Residing in: Ogden, Utah

My commission expires: 07-22-2025

Attachments:

EXHIBIT A: Legal Description

Exhibit B: Cost estimate for the purchase and installation of the gravity grease interceptor.

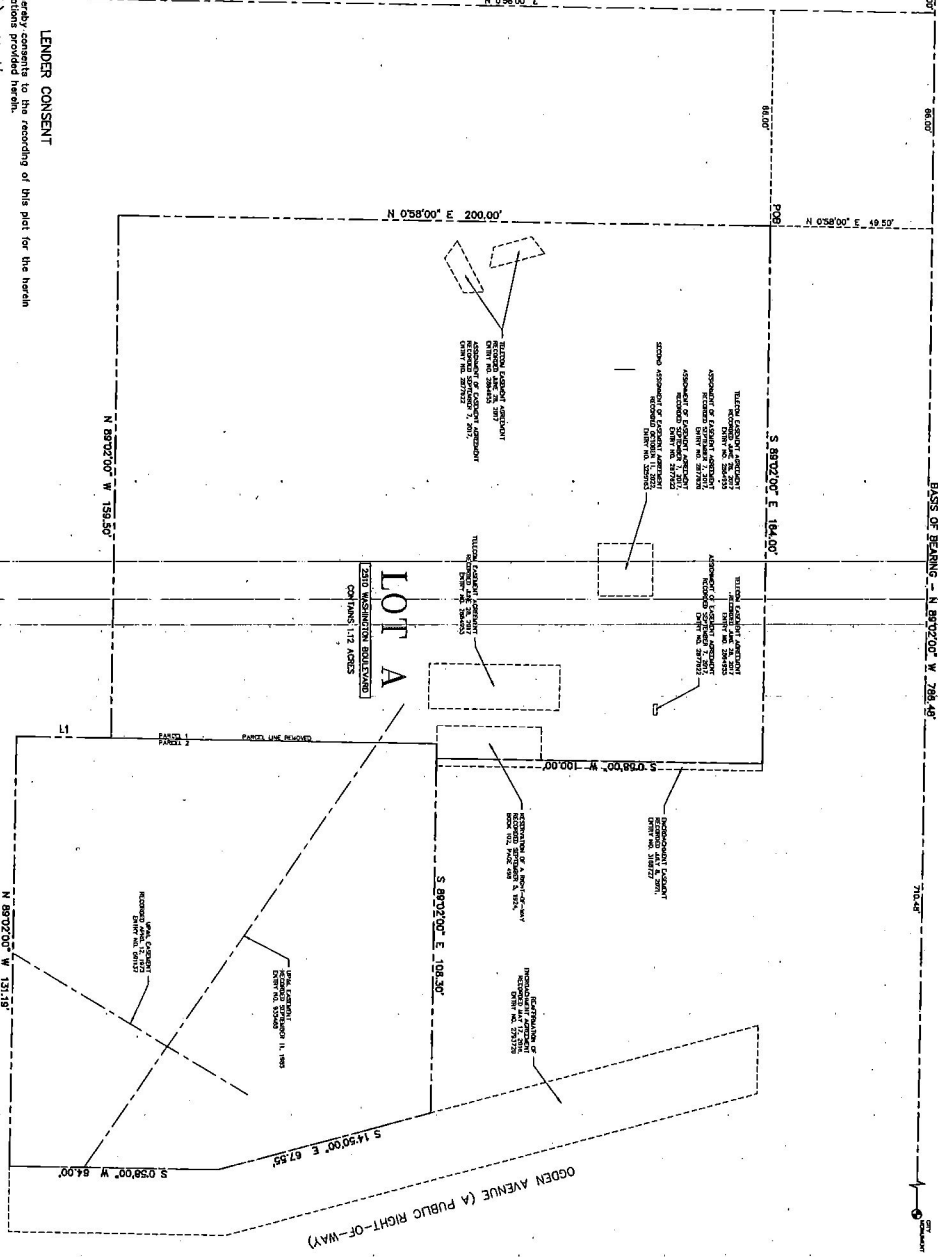


LEGAL DESCRIPTION

ALL OF LOT A, BIGELOW SUBDIVISION, OGDEN CITY, WEBER COUNTY, UTAH.

25TH STREET (A PUBLIC RIGHT-OF-WAY)

WASHINGTON BOULEVARD (A PUBLIC RIGHT-OF-WAY)



LINE	DIRECTION	LENGTH
L1	N 079°00' E	25.00'

BIGELOW SUBDIVISION

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, OGDEN CITY, WEBER COUNTY, UTAH



SURVEYOR'S CERTIFICATE

I, Michael P. Caldwell, do hereby certify that I am a Professional Land Surveyor in Utah and that I hold License No. 12584 in accordance with Title 58, Chapter 22, Provisions of the Utah Code. I have examined the original survey map and have verified the boundary locations and have placed monuments in accordance with the survey map and have placed monuments in accordance with the survey map and have placed monuments in accordance with the survey map.

LEGAL DESCRIPTIONS

Parcel 1:
A part of Lots 5 and 6, Block 17, Plat "X", of Ogden City Survey, beginning at the north corner of said Lot 5 and running thence South 079° East, 100.00 feet, thence South 89° 03' East, 100.00 feet, thence North 89° 02' West, 154.0 feet to the place of beginning.

Parcel 2:
A part of Lots 5 and 6, Block 17, Plat "X", of Ogden City Survey, beginning at a point 1 foot South 079° West and 154.5 feet South 89° 02' East from the North-east corner of said Lot 5 and running thence South 079° East, 100.00 feet, thence South 89° 03' East, 100.00 feet, thence North 89° 02' West, 154.0 feet to the place of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

The undersigned owner of the herein described tract of land hereby sets apart and dedicates to the public use of the City of Ogden, Utah, the right-of-way shown on the attached plat, to be known as the "Bigelow Subdivision". The plat is attached hereto and is hereby dedicated, granted and conveyed to the City of Ogden, Utah, and the City of Ogden, Utah, is hereby authorized to accept the same on behalf of the City of Ogden, Utah, and the City of Ogden, Utah, is hereby authorized to accept the same on behalf of the City of Ogden, Utah.

ACKNOWLEDGMENT

By: [Signature]
By: [Signature]
By: [Signature]

LENDER CONSENT

The undersigned beneficiary hereby consents to the recording of this plat for the herein described property and the dedications provided herein.

ACKNOWLEDGMENT

On this 21st day of February, 2023, I, [Signature], who personally appeared before me, the undersigned Notary Public, and being by me duly sworn did say that he/she is the SVP, Lead Officer of FIRST UTAH BANK, and is duly authorized and approved in behalf of said entity.

COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT

I HEREBY CERTIFY THAT THIS PLAT COMPLETES THE MINIMUM REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE CITY PLANNING COMMISSION AND THE MAYOR OF OGDEN CITY.

ENGINEER'S CERTIFICATE

I HEREBY CERTIFY THIS PLAT COMPLETES THE MINIMUM REQUIREMENTS OF THE SUBDIVISION MAP ACT AND THE CITY PLANNING COMMISSION AND THE MAYOR OF OGDEN CITY.

OGDEN CITY APPROVAL

APPROVED BY THE OGDEN CITY ATTORNEY'S OFFICE

RECORDED AT THE REQUEST OF [Signature] FILE [Number] DATE [Date]

CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of CALIFORNIA

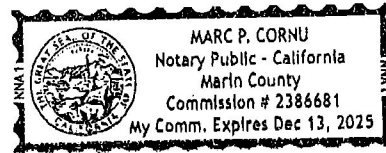
County of MARIN

On Dec 4th 2024 before me, MARC P. CORNU - NOTARY PUBLIC,
(Here Insert name and title of the officer)

personally appeared CONNOR HAYNER FLAHERTY,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



[Signature]
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)
Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER
 Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they-, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - † Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.



Preserve Partners, Inc.

To Whom It May Concern:

Conor Flaherty, Partner, is an authorized signer for Bigelow Ogden, LLC in regards to the FOG and Grease Trap issues and difficulties encountered with dealing with Ogden City.