



W2966995

EN 2966995 PG 1 OF 9
LEANN H KILTS, WEBER COUNTY RECORDER
25-FEB-19 155 PM FEE \$4.00 DEP TN
REC FOR: NORTH OGDEN CITY

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 19th of February 2019, between **Mountain Vista Trails, 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 **Prominence Point Subdivision, Phase 1 and Phase 2**. 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 16, 2018**, a Notice of Decision was sent and is attached hereto for convenience as Exhibit "A" (the "Commission Action"). 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 **Prominence Point Subdivision, Phase 1 and Phase 2**, and agrees to hold \$0 (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. 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.

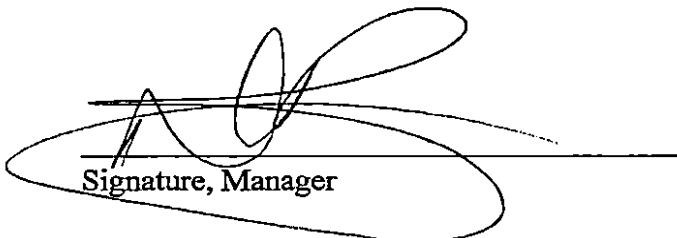
5. **APPLICABILITY OF ORDINANCE.** This agreement does not supersede, but implements the North Ogden City Subdivision Ordinance and all other ordinances and regulations applicable to the subdivision of land and construction of improvements thereon, and Developer agrees to comply in all respects with 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 Ultimate Express Car Wash**. 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 19th Day February, 2019.

Mountain Vista Trails, LLC


Signature, Manager

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of ~~Utah~~ Arizona }
§
County of Maricopa }

On this 19th day of February, 2019, personally appeared before me,
Dawn E. Barrett, 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.

Dawn E. Barrett
Notary Public

Scottsdale, AZ
Residing at:

My Commission Expires:
12/07/2020

NORTH OGDEN CITY CORPORATION



ATTEST:

[Handwritten Signature]
Mayor

S. Annette Spendlove
City Recorder

NOTICE OF DECISION

August 16, 2018

Dawn Barrett
4144 North 250 West
Pleasant View, Utah 84414

Re: Village at Prominence Point, Phase 1 Subdivision

The North Ogden City Planning Commission met on August 8, 2018 and made a motion to grant preliminary and final approval for the Village at Prominence Point, Phase 2 Subdivision subject to the conditions listed in the Staff Report dated August 8, 2018, the Engineer's report dated July 11, 2018, and the Technical Review Committee meeting letter dated September 5, 2017.

Highlights of the Staff report address the potential for making this a gated community which will require a development agreement amendment and obtaining a separate access permit from UDOT onto Washington Boulevard.

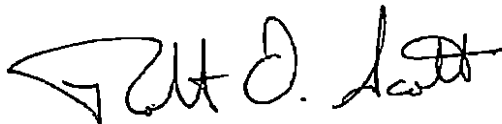
A separate site plan review is being conducted by the Mayor and Planning Director. The Planning Commission will also review the landscape plan and lighting plan in a future meeting.

The Planning Commission approved 6 additional lots from the concept plan. There is an upper limit of 607 dwelling units for this entire project. If the number of dwelling units is not adjusted in other phases then this will require a development agreement amendment.

This 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, or an extension of time granted pursuant to city ordinances.

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

**EXHIBIT "A" TO DEVELOPER'S AGREEMENT WITH NORTH OGDEN
CORPORATION
(Notice of Decision, dated August 16, 2018)**

NOTICE OF DECISION

August 16, 2018

Dawn Barrett
4144 North 250 West
Pleasant View, Utah 84414

Re: Village at Prominence Point, Phase 1 Subdivision

The North Ogden City Planning Commission met on August 8, 2018 and made a motion to grant preliminary and final approval for the Village at Prominence Point, Phase 1 Subdivision subject to the conditions listed in the Staff Report dated August 8, 2018, the Engineer's report dated July 11, 2018, the Technical Review Committee Meeting letter dated September 5, 2017.

Highlights of the Staff report address the road extension reservation for 300 East, the potential for making this a gated community which will require a development agreement amendment, obtaining a separate access permit from UDOT onto Washington Boulevard.

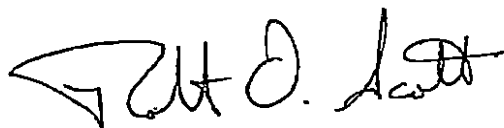
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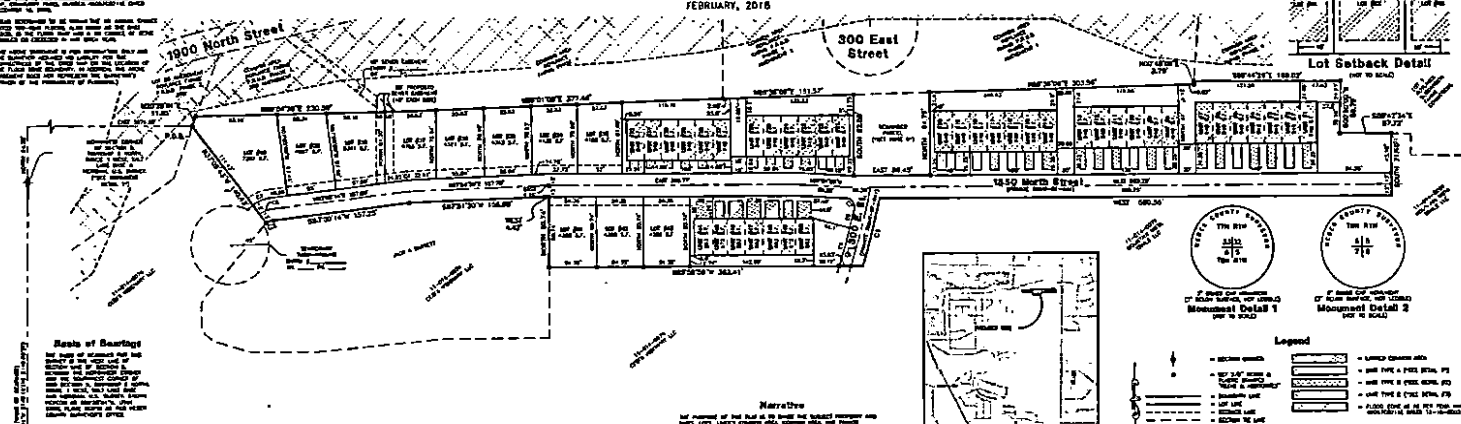
Robert O. Scott, AICP
Planning Director
505 East 2600 North
North Ogden, UT 84414
rscott@nogden.org
(801) 737-9841

DEVELOPER INFORMATION AND UIC 477 000000 50 EAST 3500 NORTH 751 NORTH OGDEN NORTH 4001

Flood Zone Information This map is NOT A FLOOD HAZARD ZONING MAP. It is a general information map only. It is not intended to be used as a basis for insurance coverage or other financial decisions.

Prominence Point Subdivision Phase 1

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 WEST, AND ALSO PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY CITY OF NORTH OGDEN, WEBER COUNTY, UTAH FEBRUARY, 2016



Notes regarding easements, utility lines, and other site-specific details.

Table with 2 columns: Address, Units. Lists addresses from 1800 North Street to 1450 North Street and corresponding unit numbers.

Notes regarding easements, utility lines, and other site-specific details.

Boundary Description: A detailed legal description of the property boundaries, including bearings, distances, and references to previous surveys.

Narrative: A descriptive text block providing additional context and details about the subdivision project.



Curves Table: A table listing curve data for the subdivision, including stationing, curve length, and radius.

Legend: A key for symbols and colors used on the map. Includes symbols for easements, setbacks, and other features. Also includes circular diagrams for easement details.

SURVEYOR'S CERTIFICATION: A section for the surveyor to certify the accuracy of the map and the survey data.

OWNER'S DEDICATION AND CERTIFICATION: A section for the owner to certify the dedication of public utility easements and other public uses.

NORTH OGDEN CITY ATTORNEY: A section for the city attorney to certify that the subdivision complies with local ordinances.

NORTH OGDEN CITY APPROVALS: A section for city officials to provide their approval of the subdivision.

LAND USE AUTHORITY: A section for the land use authority to certify that the subdivision is consistent with the city's land use plan. Includes the signature of the recorder.

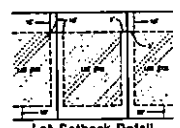
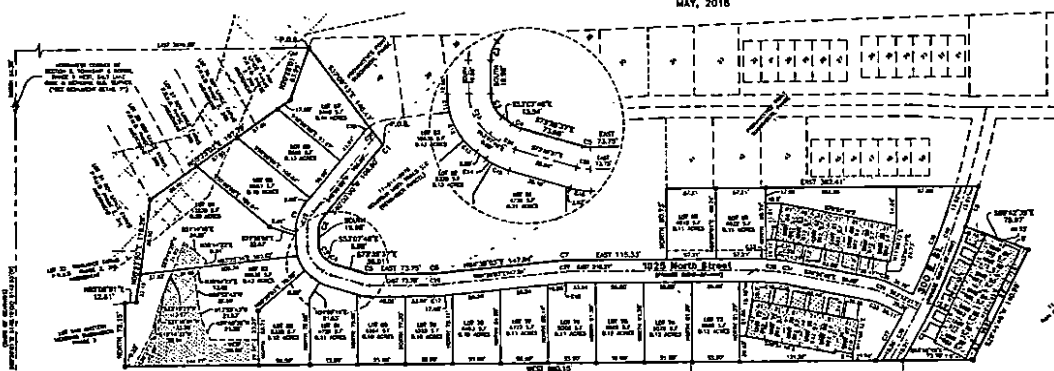
ACKNOWLEDGMENT: A section for the owner to acknowledge the public nature of the dedication and the approval of the city and land use authority.

Reeve & Associates, Inc.: The title block containing the company name, logo, and contact information for the surveying firm.

DEVELOPER INFORMATION
NO. 112
CITY RECORDS
NO. 547 250 NORTH PL.
NORTH OGDEN, UTAH

Prominence Point Subdivision Phase 2

PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 1 WEST,
AND ALSO PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. SURVEY
CITY OF NORTH OGDEN, WEBER COUNTY, UTAH
MAY, 2018



Basis of Bearings
The basis of bearings for this plan is the Salt Lake Base and Meridian, U.S. Survey, which is a true meridian.

Address Table

Lot #	Address
1	100 N. 1000 E.
2	100 N. 1000 E.
3	100 N. 1000 E.
4	100 N. 1000 E.
5	100 N. 1000 E.
6	100 N. 1000 E.
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93	100 N. 1000 E.
94	100 N. 1000 E.
95	100 N. 1000 E.
96	100 N. 1000 E.
97	100 N. 1000 E.
98	100 N. 1000 E.
99	100 N. 1000 E.
100	100 N. 1000 E.

Flood Zone Information
This plan is not a Flood Hazard Map and does not show flood zones. Flood zones are shown on the Flood Hazard Map of the City of North Ogden, Utah, which is available at the City Clerk's Office.



Curve Table

Station	Chord	Angle	Radius
1+00.00	100.00	90.00	100.00
1+10.00	100.00	90.00	100.00
1+20.00	100.00	90.00	100.00
1+30.00	100.00	90.00	100.00
1+40.00	100.00	90.00	100.00
1+50.00	100.00	90.00	100.00
1+60.00	100.00	90.00	100.00
1+70.00	100.00	90.00	100.00
1+80.00	100.00	90.00	100.00
1+90.00	100.00	90.00	100.00
2+00.00	100.00	90.00	100.00
2+10.00	100.00	90.00	100.00
2+20.00	100.00	90.00	100.00
2+30.00	100.00	90.00	100.00
2+40.00	100.00	90.00	100.00
2+50.00	100.00	90.00	100.00
2+60.00	100.00	90.00	100.00
2+70.00	100.00	90.00	100.00
2+80.00	100.00	90.00	100.00
2+90.00	100.00	90.00	100.00
3+00.00	100.00	90.00	100.00
3+10.00	100.00	90.00	100.00
3+20.00	100.00	90.00	100.00
3+30.00	100.00	90.00	100.00
3+40.00	100.00	90.00	100.00
3+50.00	100.00	90.00	100.00
3+60.00	100.00	90.00	100.00
3+70.00	100.00	90.00	100.00
3+80.00	100.00	90.00	100.00
3+90.00	100.00	90.00	100.00
4+00.00	100.00	90.00	100.00
4+10.00	100.00	90.00	100.00
4+20.00	100.00	90.00	100.00
4+30.00	100.00	90.00	100.00
4+40.00	100.00	90.00	100.00
4+50.00	100.00	90.00	100.00
4+60.00	100.00	90.00	100.00
4+70.00	100.00	90.00	100.00
4+80.00	100.00	90.00	100.00
4+90.00	100.00	90.00	100.00
5+00.00	100.00	90.00	100.00
5+10.00	100.00	90.00	100.00
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5+30.00	100.00	90.00	100.00
5+40.00	100.00	90.00	100.00
5+50.00	100.00	90.00	100.00
5+60.00	100.00	90.00	100.00
5+70.00	100.00	90.00	100.00
5+80.00	100.00	90.00	100.00
5+90.00	100.00	90.00	100.00
6+00.00	100.00	90.00	100.00
6+10.00	100.00	90.00	100.00
6+20.00	100.00	90.00	100.00
6+30.00	100.00	90.00	100.00
6+40.00	100.00	90.00	100.00
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6+70.00	100.00	90.00	100.00
6+80.00	100.00	90.00	100.00
6+90.00	100.00	90.00	100.00
7+00.00	100.00	90.00	100.00
7+10.00	100.00	90.00	100.00
7+20.00	100.00	90.00	100.00
7+30.00	100.00	90.00	100.00
7+40.00	100.00	90.00	100.00
7+50.00	100.00	90.00	100.00
7+60.00	100.00	90.00	100.00
7+70.00	100.00	90.00	100.00
7+80.00	100.00	90.00	100.00
7+90.00	100.00	90.00	100.00
8+00.00	100.00	90.00	100.00
8+10.00	100.00	90.00	100.00
8+20.00	100.00	90.00	100.00
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8+40.00	100.00	90.00	100.00
8+50.00	100.00	90.00	100.00
8+60.00	100.00	90.00	100.00
8+70.00	100.00	90.00	100.00
8+80.00	100.00	90.00	100.00
8+90.00	100.00	90.00	100.00
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10+80.00	100.00	90.00	100.00
10+90.00	100.00	90.00	100.00
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11+40.00	100.00	90.00	100.00
11+50.00	100.00	90.00	100.00
11+60.00	100.00	90.00	100.00
11+70.00	100.00	90.00	100.00
11+80.00	100.00	90.00	100.00
11+90.00	100.00	90.00	100.00
12+00.00	100.00	90.00	100.00
12+10.00	100.00	90.00	100.00
12+20.00	100.00	90.00	100.00
12+30.00	100.00	90.00	100.00
12+40.00	100.00	90.00	100.00
12+50.00	100.00	90.00	100.00
12+60.00	100.00	90.00	100.00
12+70.00	100.00	90.00	100.00
12+80.00	100.00	90.00	100.00
12+90.00	100.00	90.00	100.00
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13+70.00	100.00	90.00	100.00
13+80.00	100.00	90.00	100.00
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15+20.00	100.00	90.00	100.00
15+30.00	100.00	90.00	100.00
15+40.00	100.00	90.00	100.00
15+50.00	100.00	90.00	100.00
15+60.00	100.00	90.00	100.00
15+70.00	100.00	90.00	100.00
15+80.00	100.00	90.00	100.00
15+90.00	100.00	90.00	100.00
16+00.00	100.00	90.00	100.00
16+10.00	100.00	90.00	100.00
16+20.00	100.00	90.00	100.00
16+30.00	100.00	90.00	100.00
16+40.00	100.00	90.00	100.00
16+50.00	100.00	90.00	100.00
16+60.00	100.00	90.00	100.00
16+70.00	100.00	90.00	100.00
16+80.00	100.00	90.00	100.00
16+90.00	100.00	90.00	100.00
17+00.00	100.00	90.00	100.00
17+10.00	100.00	90.00	100.00
17+20.00	100.00	90.00	100.00
17+30.00	100.00	90.00	100.00
17+40.00	100.00	90.00	100.00
17+50.00	100.00	90.00	100.00
17+60.00	100.00	90.00	100.00
17+70.00	100.00	90.00	100.00
17+80.00	100.00	90.00	100.00
17+90.00	100.00	90.00	100.00
18+00.00	100.00	90.00	100.00
18+10.00	100.00	90.00	100.00
18+20.00	100.00	90.00	100.00
18+30.00	100.00	90.00	100.00
18+40.00	100.00	90.00	100.00
18+50.00	100.00	90.00	100.00
18+60.00	100.00	90.00	100.00
18+70.00	100.00	90.00	100.00
18+80.00	100.00	90.00	100.00
18+90.00	100.00	90.00	100.00
19+00.00	100.00	90.00	100.00
19+10.00	100.00	90	