

**AGREEMENT FOR DEVELOPMENT OF LAND
AND OFFER OF IRREVOCABLE DEDICATION**

REDFORD ESTATES SUBDIVISION

This Agreement for the development and subdivision of land, hereinafter referred to as "the AGREEMENT," entered into this 30 day of April, 1996, between Ogden City, a Utah municipal corporation, hereinafter referred to as "the CITY, and David Hunt, aka David J. Hunt, hereinafter referred to as "the DEVELOPER."

RECITALS

WHEREAS, the CITY is in the process of approving a subdivision plat entitled "REDFORD ESTATES SUBDIVISION NO. 1", which requires the dedication and improvement of an existing sanitary sewer line located outside of the boundaries of such subdivision;

WHEREAS, Redford Estates Subdivision No. 1 is the first phase of REDFORD ESTATES, which comprises property that has received preliminary and final approval from the CITY, conditioned upon meeting the general requirements of the subdivision ordinances of the CITY and certain specific conditions as applicable, which property is generally located at 925 West Harrisville Road, Ogden, Utah, and more particularly described in Exhibit "A", attached hereto and incorporated by reference, and which property is hereinafter referred to as "REDFORD ESTATES."

WHEREAS, the DEVELOPER is desirous of offering for dedication the sanitary sewer line together with all necessary underlying easements to the CITY;

WHEREAS, the DEVELOPER, simultaneously herewith, shall:

- a. Enter an escrow agreement with the CITY to cover the costs of the DEVELOPER bringing the SEWER LINE into compliance with CITY standards prior to CITY acceptance of the dedication of the SEWER LINE,
- b. Provide the CITY with the identities of all properties which are currently served by the SEWER LINE, including the names and addresses of the owners of said property and the number of units being served on the respective properties; and
- c. Execute and record a covenant running with the land notifying and obligating DEVELOPER or any successor in the chain of title of all or any portion of REDFORD ESTATES to pay its proportionate share of the cost of moving or relocating the SEWER LINE, if CITY is required by the federal government to move or relocate the dedicated sewer line under the terms of the underlying easement.

WHEREAS, the DEVELOPER has delivered deeds of conveyance to the CITY for the easements and improvements as described herein;

E# 1407060 BK 1207 PG 444
DOUG CROFTS, WEBER COUNTY RECORDER
17-MAY-96 3:51 PM FEE \$1.00 DEP PL
REC FOR: OGDEN.CITY

WHEREAS, a dispute has arisen between **DEVELOPER** and **CITY** as to the nature of certain vested rights accruing to **REDFORD ESTATES**, towit:

- a. The Developer filed application and received preliminary approval for the subdivision prior to a change in the zoning designation from R-5 to R-3,
- b. The City recognized that the application had vested rights to proceed with subsequent reviews under the zoning ordinances in effect at the time of application and has applied the minimum requirements regarding lot area and configuration as applicable in the R-5 zone in subsequent reviews of the subdivision application;
- c. The dispute, in question, arose as to whether zoning regulations in the R-3 zone, other than lot square footage and configuration requirements applicable to the subdivision review, will apply to future building permit applications for the construction of dwellings on the approved lots;

WHEREAS, the **DEVELOPER** intends to use a certain kind of pre-fabricated housing the dimensions of which cannot be placed upon the developed lots in a manner which would comply with the minimum front yard setbacks of the R-3 zone (25 ft.) and would require the minimum front yard setbacks of the R-5 zone (20 ft.);

WHEREAS the **DEVELOPER** and the **CITY** agree that application of the front yard setbacks in the R-3 zone may create a hardship in the development of the approved lots and may frustrate the development purposes of the **DEVELOPER**;

WHEREAS, it is understood that no other existing requirement of the R-3 zone is inconsistent with the proposed and existing development plans of **DEVELOPER**; and

WHEREAS, without conceding or waiving their respective positions as to the application of other zoning requirements, the parties wish to resolve any claims, controversies or disputes between them arising out of or any way related to the proposed subdivision and enter into all other necessary agreements as more fully set forth below to address adequate public facilities, infrastructure and improvements necessary to service the proposed development.

NOW THEREFORE, in consideration of the premises herein and other good and valuable consideration, the parties agree as follows:

ARTICLE I DEDICATION

- 1.01 The **DEVELOPER** herewith delivers to the **CITY** a deed of conveyance of the **SEWER LINE** and **DEVELOPER'S** interest in an Easement for Right of Way with the Department of the Army of the United States of America, Easement No. **DACA05-2-78-531**, dated February 9, 1978, said delivery being a formal offer of dedication to the **CITY** to be held by the **CITY** until the acceptance or rejection of such offer of dedication by the **CITY**.

- 1.02 The DEVELOPER herewith delivers to the CITY an Offer of Irrevocable Dedication, executed by Glen Wade Hurd and Ella Louise Hurd, as Owners, dated May 10, 1996, and a deed of conveyance of a Right-of-Way and Easement Grant, executed by Glen Wade Hurd and Ella Louise Hurd, as Grantors, dated May 10, 1996, conveying to CITY the remaining portion of the SEWER LINE and the underlying easement, said delivery being a formal offer of dedication to the CITY to be held by the CITY until the acceptance or rejection of such offer of dedication by the CITY.
- 1.03 The DEVELOPER agrees that said formal offer of dedication is irrevocable and can be accepted or rejected by the CITY at any time.
- 1.04 The DEVELOPER agrees to complete the re-construction of the SEWER LINE to bring the line into compliance with CITY standards, in accordance with the approved engineering improvement plans, dated April 24, 1996, and the requirements of the subdivision ordinances of Ogden City with respect thereto, and upon acceptance of the offer of dedication, shall within thirty (30) days after written notice from the CITY of the said acceptance of the offer of dedication, shall furnish to the CITY a check for all necessary fees and taxes to record the deeds heretofore delivered.
- 1.06 That this irrevocable offer of dedication shall run with the land and shall be binding on all assigns, grantees, successors, or heirs of the DEVELOPER.

ARTICLE II VESTED RIGHTS

- 2.1 The City agrees that DEVELOPER shall have the vested right on any lot within Redford Estates Subdivision No. 1, and on any other lot located within future phases of REDFORD ESTATES after recording of an approved subdivision plat for such future phase, to develop single family dwelling units with attached garages with a minimum front yard setback of twenty feet (20') as currently allowed in the R-5 zone as such lot development is depicted in Exhibit "B," attached hereto and incorporated by reference.
- 2.2 DEVELOPER acknowledges that, except for the front yard setback requirements, its proposed and existing lot development plans can meet the other existing requirements of the R-3 zone.

ARTICLE III GENERAL PROVISIONS

- 3.1 Reserved Legislative Powers. Nothing in this Agreement shall limit the future exercise of the police power by the CITY in enacting zoning, subdivision development and related land use plans, policies, ordinances and regulations after the date of this Agreement.

- 3.2 No Joint Venture or Partnership. This Agreement does not create any joint venture, partnership, undertaking or business arrangement between the parties hereto nor any rights or benefits to third parties.
- 3.3 Agreement to Run With the Land. This Agreement shall be recorded against the property referred herein as REDFORD ESTATES. The Agreements contained herein shall be deemed to run with the land and shall be binding on all successors in the ownership of REDFORD ESTATES.
- 3.4 Assignment. Neither this Agreement nor any of the provisions hereof can be assigned to any other party, individual or entity without assigning the rights as well as the responsibilities under this Agreement and without the prior written consent of CITY, which review is intended to assure the financial capability of any assignee. Such consent shall not be unreasonably withheld.
- 3.5 General Release of All Claims. As part of this Agreement, DEVELOPER for on behalf of itself and its agents, employees, indemnitors, insurers, successors and assigns hereby releases and forever discharges CITY together with its employees, agents, indemnitors, insurers, successors, assigns from any and all claims, demands, liabilities, damages, causes of action, costs and expenses, including attorneys fees, which may now exist or hereafter arise because of, arising out of, or in any way connected with the historical application and development approval process for the proposed REDFORD subdivision or any of its predecessors proposed for the property in question located in Ogden City, Weber County, Utah.
- 3.6 Integration. This Agreement contains the entire agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understandings of whatever kind or nature and may only be modified by a subsequent writing duly executed by the parties hereto.
- 3.7 Attorney's Fees. If this Agreement or any of the exhibits hereto are breached, the party at fault agrees to pay the attorney's fees and all costs of enforcement of the non-breaching party.

DATED this 30 day of April, 1996.

DEVELOPER

David J. Hunt
David Hunt, aka David J. Hunt

OGDEN CITY CORPORATION, a Utah
Municipal Corporation

By: *Glenn J. Mecham*
Glenn J. Mecham, Mayor

ATTEST:

Gloria J. Berrett
~~Gloria J. Berrett~~, City Recorder
Acting



STATE OF UTAH)
) :SS
COUNTY OF Weber)

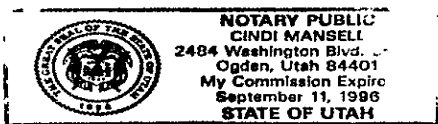
On this 30th day of April, 1996, personally appeared before me David Hunt, who by me being duly sworn, on oath, did depose and say that he is the signer of the foregoing Agreement.

Debra J. Hohosh
NOTARY PUBLIC



STATE OF UTAH)
) :SS
COUNTY OF WEBER)

On this 16th day of May, 1996, personally appeared before me, Glenn J. Mecham and Gloria J. Berrett, who by me being duly sworn, on oath, did dispose and say that they are the signers of the foregoing Agreement.



Cindi Mansell
NOTARY PUBLIC

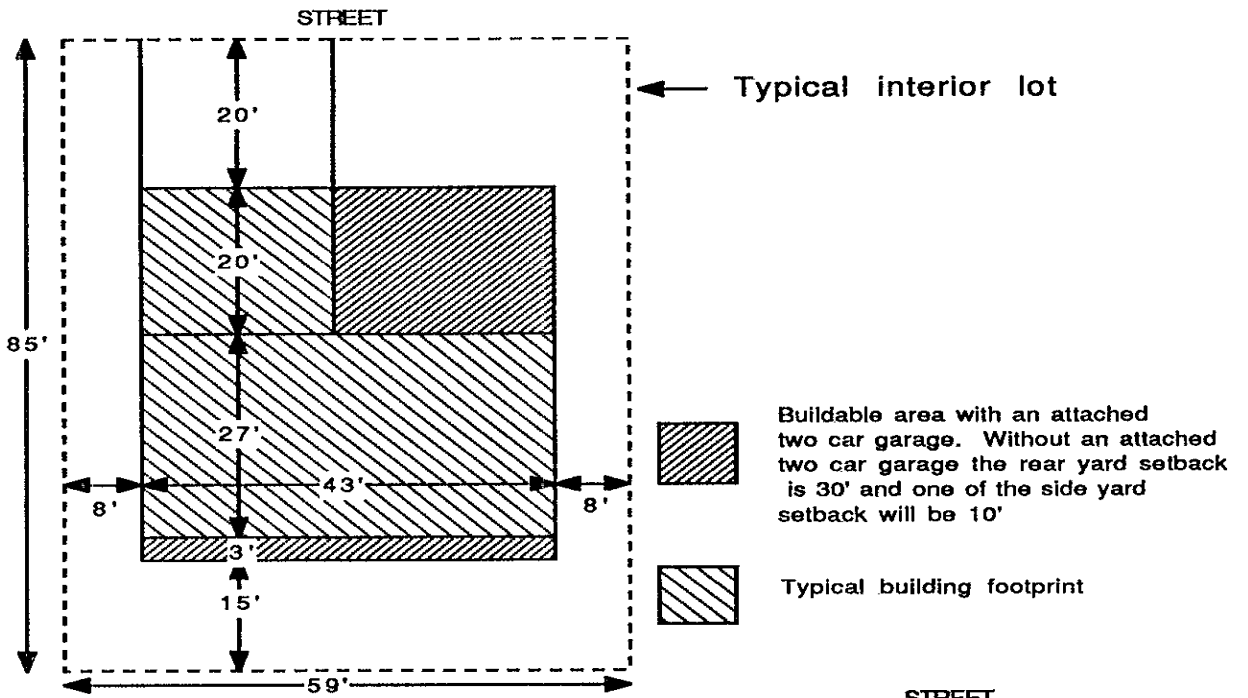
EXHIBIT "A"
TO
AGREEMENT FOR DEVELOPMENT OF LAND
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Part of the West Half of Section 6, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 0°45'01" West 2457.08 feet and West 1309.76 feet from the North Quarter Corner of said Section 6 and running thence South 3°29'53" East 665.19 feet, thence South 86°30'07" West 47.45 feet, thence South 4°21'46" East 195.48 feet, thence South 86°54'40" West 183.94 feet, thence North 3°25'55" West 531.60 feet, thence North 87°21'01" West 459.29 feet, thence North 02°15'45" East 430.03 feet, thence South 87°08'45" East 500.00 feet, thence South 74°14'45" East 70.00 feet, thence South 36°21'52" East 97.46 feet, thence North 85°37'00" East 25.40 feet to the point of beginning.

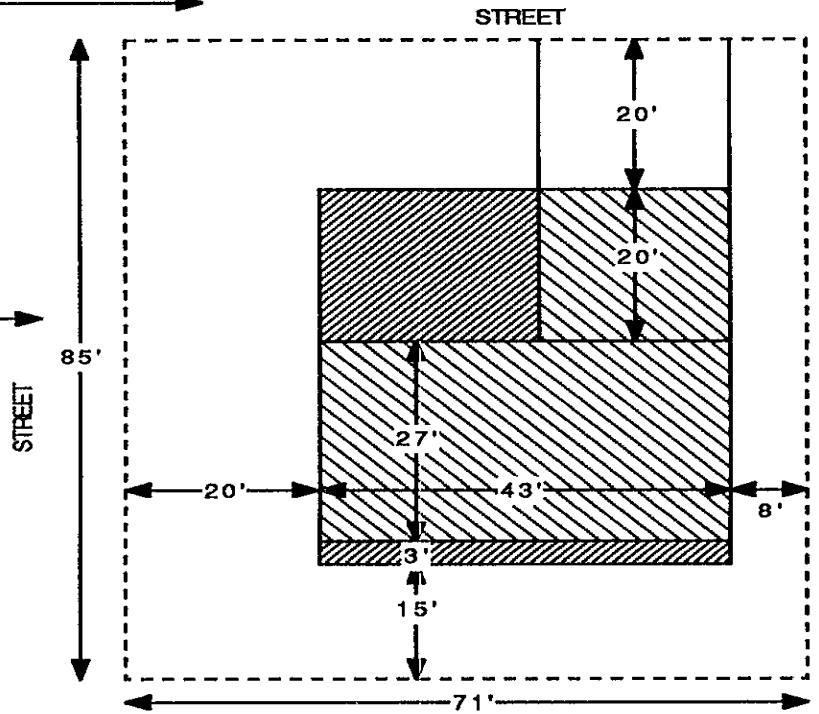
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EXHIBIT "B"



Typical corner lot



E# 1407060 BK1807 PG450