



\*W3066135\*

EH 3066135 PG 1 OF 10  
LEANN H KILTS, WEBER COUNTY RECORDER  
06-JUL-20 1015 AM FEE \$4.00 DEP TN  
REC FOR: NORTH OGDEN CITY

**DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION**

JR

North Ogden JB

This Agreement entered into this 29<sup>th</sup> day of JUNE, 2020, between **Spring Meadows, LLP**, 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:

North Ogden JB  
JR

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 **Spring Meadows 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 **December 3, 2018**, 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 <sup>North Ogden</sup> Spring Meadows Subdivision, and agrees to hold \$ 147,356.27 (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 service-ability 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 <sup>North Ogden</sup> Spring Meadows 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 29 JULIE, 2020.

BRAM STALE DEV LLC TR  
~~NORTH OGDEN SPRING MEADOWS L.P.O.B.~~  
 Company Name

BJAUL RAHEEC  
 Signature, Manager

ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }

§

County of Weber }

On this 29 day of June, 2020, personally appeared before me, B. Jacob Rhees, 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  
[Signature]  
Residing at:

My Commission Expires:

11/9/23




NORTH OGDEN CITY CORPORATION



  
\_\_\_\_\_  
Mayor

ATTEST:

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



# NORTH OGDEN CITY

SETTLED 1851

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## NOTICE OF DECISION

December 3, 2018

Joe Colosimo  
155 West Malvern Avenue  
Ste. C, Salt Lake City, Utah, 84115

Re: Spring Meadows Subdivision, Final Approval

The North Ogden City Planning Commission met on November 14, 2018 and made a motion to grant final approval for the Spring Meadows subdivision, located at approximately 60 West 1500 North. The final approval expired on December 27, 2017. There are no changes to the application / subdivision design.

The approval by the Planning Commission is subject to the following conditions specified in their motion.

- Grant final approval of the Spring Meadows subdivision subject to the conditions specified in the Staff Report dated December 7, 2016, the Engineer's report dated November 28, 2016, and the Technical Review Committee Letter dated November 16, 2015.

This final 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.

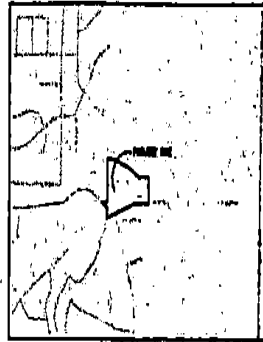
Sincerely,

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

# SPRING MEADOWS SUBDIVISION

PART OF THE WEST HALF OF SECTION 5, TOWNSHIP 6 NORTH, RANGE 1 WEST, 1316M  
 NORTH OGDEN CITY, WEBER COUNTY, UTAH  
 NOVEMBER, 2019

DESIGNED BY: [Firm Name]



**Vicinity Map**  
(ON SCALE)

**Notes**  
 THE BOUNDARY LINE SHOWN HEREIN IS BASED ON THE SURVEY DATA PROVIDED BY THE PROPERTY OWNERS AND IS SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED.  
 THE BOUNDARY LINE IS TO BE CONSIDERED AS SHOWN ON THIS PLAN AND IS NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY DATA PROVIDED.  
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### Rules of Hearings

THE RULES OF HEARINGS FOR THIS PLAN IN THE COUNTY CLERK'S OFFICE SHALL BE THE RULES OF HEARINGS FOR THE COUNTY CLERK'S OFFICE AND THE CITY ENGINEER'S OFFICE.

### Narrative

THE BOUNDARY LINE SHOWN HEREIN IS BASED ON THE SURVEY DATA PROVIDED BY THE PROPERTY OWNERS AND IS SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED.

### Boundary Description

THE BOUNDARY LINE SHOWN HEREIN IS BASED ON THE SURVEY DATA PROVIDED BY THE PROPERTY OWNERS AND IS SUBJECT TO THE ACCURACY OF THE SURVEY DATA PROVIDED.

### Curve Table

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## Exhibit C to Developer's Agreement with North Ogden City



# NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner  
City Engineer  
[lgardner@nogden.org](mailto:lgardner@nogden.org)

Spring Meadows Subdivision June 23, 2020 SUMMARY -revised		
	Original Total	Remaining
<b>CULINARY WATER</b>		
6" Fire Hydrant W/Acc. Valve	\$7,800.00	\$0.00
1" Service Laterals	\$15,820.00	\$0.00
Plug w/2" Blow off	\$980.00	\$0.00
Connection to Existing	\$6,500.00	\$0.00
Test & Chlorinate	\$5,000.00	\$0.00
8" OVC Pipe and Fittings	\$20,206.50	\$0.00
Engineered Trench Fill	\$1,312.50	\$0.00
Valve Collars	\$800.00	\$800.00
<b>SECONDARY WATER</b>		
6" PVC Pipe & Fittings	\$17,346.00	\$0.00
Engineered Trench Fill	\$2,950.00	\$0.00
6" Gate Valve	\$960.00	\$0.00
Plug w/2" Blow off	\$980.00	\$0.00
Valve Collars	\$400.00	\$400.00
4" Drain w/Gate Valve	\$980.00	\$0.00
Double Service Laterals	\$6,900.00	\$0.00
Single Service Laterals	\$3,920.00	\$0.00
Connection to Existing	\$6,500.00	\$0.00
<b>SANITARY SEWER</b>		
8" PVC Pipe & Fittings	\$14,304.00	\$0.00
12" PVC Pipe & Fittings	\$5,815.80	\$5,815.80



Engineered Trench Fill	\$6,412.50	\$1,350.00
5' Diameter Manhole	\$3,250.00	\$3,250.00
4' Diameter Manhole	\$8,550.00	\$0.00
4" Service Laterals	\$17,640.00	\$0.00
Manhole Collars	\$2,000.00	\$2,000.00
Test & Camera	\$3,600.00	\$0.00
Connection to Existing	\$6,800.00	\$0.00
Remove Ex. 12" PVC Pipe	\$1,544.00	\$1,544.00
Remove Ex. Manhole	\$1,930.00	\$1,930.00
Cap Ex. CWSID SSMH where 12" pipe is removed.	\$1,200.00	\$1,200.00
<b>STORM DRAIN</b>		
36" RCP Pipe	\$8,951.60	\$0.00
36" Flared End Section	\$3,600.00	\$0.00
18" RCP Pipe	\$8,127.00	\$0.00
15" RCP Pipe	\$2,562.80	\$0.00
Engineered Trench Fill	\$2,850.00	\$0.00
Type IV Catch Basin	\$4,560.00	\$0.00
Detention Basin Control Structure	\$4,000.00	\$0.00
Detention Basin Control Structure	\$500.00	\$0.00
4' Diameter Manhole	\$3,250.00	\$0.00
Manhole Collars	\$400.00	\$400.00
Control Box	\$8,000.00	\$0.00
Excavation of Detention Basin/landscape	\$2,500.00	\$2,500.00
<b>LAND DRAIN</b>		
8" PVC Pipe & Fittings	\$19,265.50	\$0.00
Engineered Trench Fill	\$2,525.00	\$0.00
5' Diameter Manhole	\$3,250.00	\$0.00
4' Diameter Manhole	\$8,550.00	\$0.00
7' Diameter Manhole	\$7,270.00	\$0.00
4" Service Laterals	\$14,840.00	\$0.00
Manhole Collars	\$2,000.00	\$2,000.00
Connection to Existing	\$3,500.00	\$0.00

<b>IRRIGATION</b>		
18" RCP Pipe	\$19,971.00	\$0.00
2" Irrigation Box	\$550.00	\$0.00
Engineered Trench Fill	\$25.00	\$0.00
Flared End Structure	\$2,340.00	\$0.00
<b>STREET IMPROVEMENTS</b>		
Std. 30" Curb and Gutter	\$26,214.50	\$1,979.50
Cul-de-Sac - asphalt/base	\$10,877.50	\$10,877.50
24" Curb - Cul-de-Sac	\$4,198.50	\$4,198.50
Std. 4' wide Sidewalk	\$24,494.00	\$24,494.00
10" Gravel Base and 3" Asphalt Surface	\$104,310.00	\$0.00
6" Road Base and 2" Asphalt (Trail)	\$10,530.00	\$10,530.00
12" Road Base Temp. Turnaround	\$6,034.50	\$0.00
Saw-Cutting	\$93.45	\$0.00
Slurry Seal	\$6,063.00	\$6,063.00
<b>MISCELLANEOUS</b>		
Survey Street Monuments	\$3,375.00	\$3,375.00
Remove existing fence	\$1,860.00	\$0.00
Street Lights	\$4,000.00	\$4,000.00
ADA Ramps	\$1,900.00	\$1,900.00
Trail Roadway Crossing Signs	\$750.00	\$750.00
Wetland Boundary Markers	\$3,000.00	\$3,000.00
SWPPP	\$1,500.00	\$1,500.00
<b>TOTAL IMPROVEMENT COSTS</b>	<b>\$514,989.65</b>	<b>\$95,857.30</b>
10% GUARANTEE		\$51,498.97
<b>TOTAL ESCROW AMOUNT</b>		<b>\$147,356.27</b>

**SUBDIVISION COST ESTIMATE APPROVAL**

Lojin Gardner  
 Lojin Gardner  
 City Engineer

6/24/2020  
 Date