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LEANN H KILTS, WEBER COUNTY RECORDER
22-OCT-20 154 PH FEE \$40.00 DEP TN
REC FOR: VALED

DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 7th day of Oct, 2020, between **Valeo Management Corporation**, 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 **Northview Estates Subdivision, Phase 7**. 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 **October 5, 2020**, 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 **Northview Estates Subdivision, Phase 7**, and agrees to hold **\$444,244.83** (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 **Northview Estates Subdivision, Phase 7**. 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 October 7th, 2020.

Valeo Management Corp.
Company Name


Signature, Manager

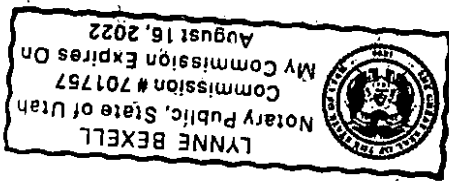
ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION

State of Utah }

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County of Weber }

On this 7th day of Oct., 2020, personally appeared before me, Cecil Satterthwaite, 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.



Lynne Bexell
Notary Public

N. Ogden, Ut
Residing at

My Commission Expires:

8/16/22

NORTH OGDEN CITY CORPORATION



ATTEST:



Mayor

S. Annette Spendlove
City Recorder



NORTH OGDEN CITY

SETTLED 1851

NOTICE OF DECISION

October 5, 2020

Cecil Satterthwaite
690 W 1100 S.
Ogden, UT 84404.

RE: Northview Estates, Phase 7 Subdivision Final Approval & Extension of Final Approval

Due to the recent consideration of the Northview Estates Phase 7 subdivision for an extension of final approval, as Staff reviewed our records regarding this subdivision, it became clear that we never provided a Notice of Decision to you regarding the original final approval of the Northview Estates Phase 7 subdivision. This letter is being provided to you now, to serve both as the Notice of Decision for the original final approval, as well as a Notice of Decision for the extension that was recently granted.

First, the North Ogden Planning Commission met on September 18, 2019 and made a motion to grant preliminary approval for the Northview Estates Phase 7 subdivision subject to the following conditions:

- Requirements of the North Ogden City Engineer's Report – Dated September 4, 2019
- Requirements of the Technical Review Committee Letter – Dated June 17, 2019
- Will-serve letters being provided for secondary water for the subdivision prior to recording of the plat.
- Temporary turnarounds were required, with easements for those turnarounds being granted by the property owners.

Second, since this original final approval was set to expire, this subdivision was considered for an extension of final approval by the Planning Commission on September 16, 2020, with minor adjustments being proposed to the original design. A motion was made at the Planning Commission meeting on that date, granting an extension of final approval, and those proposed changes, subject to the following additional conditions:

- Staff be allowed to work with the applicant to edit the language in Note # 5 on the plat so that the lot may not be sold, nor building permit issued, until the Fire Marshall provides approval of an alternative design for an off-site turnaround, or the Fire Marshall otherwise provides approval due the road being extended beyond the subdivision boundaries sufficient to meet turnaround requirements.
- A note be placed on the plat, stating that the developer must maintain Lot 85R and keep it in good condition until the turnaround is removed and Lot 85R is able to be sold.



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- A note be placed on the plat, stating that the road is required to be completed with curb, gutter and sidewalk before Lot 85R is sold.

The conditions related to the original approval are still in effect for this subdivision, except where the condition relating to the turnaround requirements were superceded (due to an adjustment of the location of one turnaround) by the motion that was approved, extending the final approval.

Hence, those turnarounds that remain located off-site of the subdivision, still need to have easements granted by the property owners, the requirement for will serve-letters being provided to ensure secondary water is provided for the entire subdivision is still in effect, and the conditions listed in the Technical Review Committee Letter and the North Ogden City Engineer's Report still need to be met.

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 in accordance with city ordinances.

If you have any questions please contact the Planning Department at (801) 782-7211.

Regards,

Brandon Bell, CNU-A

Associate Planner
NORTH OGDEN CITY
505 E. 2600 N. |
North Ogden, Utah, 84414
Phone: (801) 737-2216
bbell@nogden.org



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Lorin Gardner
 City Engineer
lgardner@nogden.org

Northview Subdivision Phase 7 September 23, 2020 SUMMARY		
	Original Total	Remaining
Grading and Paving		
Site Excavation & Grading	\$20,000.00	\$0.00
Concrete Curb & Gutter w/base	\$86,450.00	\$2,205.00
4'x4" Sidewalk	\$83,720.00	\$83,720.00
UBC - 9" thick	\$125,460.00	\$0.00
MHMA 3" thick	\$156,391.80	\$156,391.80
Type III Slurry Seal Coat	\$25,637.40	\$25,637.40
Pedestrian Ramp	\$5,700.00	\$5,700.00
Temporary Turnaround	\$45,000.00	\$15,000.00
Sub-Total =	\$548,359.20	\$288,654.20
Culinary Water System		
8" C-900 DR14 PVC Pipe	\$69,960.00	\$0.00
Water Service Lateral (Single)	\$8,000.00	\$0.00
Water Service Lateral (Double)	\$23,100.00	\$0.00
8" DI Gate Valve	\$14,400.00	\$0.00
8" x 8" Tee	\$3,600.00	\$0.00
8" Bend	\$8,000.00	\$0.00
FH Assembly	\$31,500.00	\$0.00
Raise and Collar Valve	\$2,400.00	\$2,400.00
Connect to Existing Waterline	\$2,400.00	\$0.00
2" Blowoff	\$4,800.00	\$0.00
Temporary Plugs and Testing	\$1,000.00	\$0.00

Snake Pits for tracer wire	\$1,000.00	\$1,000.00
Sub-Total =	\$170,160.00	\$3,400.00
Secondary Water System		
6" C-900 DR18 PVC Pipe	\$61,900.00	\$0.00
Double Service	\$20,000.00	\$0.00
Single Service	\$8,000.00	\$0.00
6" x 6" Tee	\$3,600.00	\$0.00
6" Gate Valve	\$12,600.00	\$0.00
6" Bend	\$7,200.00	\$0.00
Connect to Existing Waterline	\$2,400.00	\$0.00
2" Blowoff	\$4,800.00	\$0.00
Raise and Collar Valve	\$6,400.00	\$6,400.00
Temporary Plugs and Testing	\$800.00	\$0.00
Sub-Total =	\$127,700.00	\$6,400.00
Sanitary Sewer System		
8' SDR35 PVC Pipe	\$80,600.00	\$0.00
Connect to Existing Sewer	\$3,600.00	\$0.00
4' Diameter Manhole	\$32,500.00	\$0.00
5' Diameter Manhole	\$9,000.00	\$0.00
4" Diameter Sewer Lateral	\$50,000.00	\$0.00
Raise and Collar Manhole Lid	\$6,400.00	\$6,400.00
8" Plug	\$1,000.00	\$0.00
Clean and Video Inspect	\$3,000.00	\$0.00
Sub-Total =	\$186,100.00	\$6,400.00
Storm Drain Facilities		
24" Diameter Concrete Pipe	\$9,100.00	\$0.00
18" Diameter Concrete Pipe	\$9,975.00	\$0.00
15" Diameter Concrete Pipe	\$9,660.00	\$0.00
5' Diameter Manhole	\$2,800.00	\$0.00
Catch Basin	\$16,000.00	\$0.00
Raise and Collar Manhole Lid	\$400.00	\$400.00
Temporary 24" Flared End Section	\$1,200.00	\$0.00

Temporary Ditch/Drainage Swale	\$6,752.07	\$0.00
Clean and Video Inspect	\$3,500.00	\$0.00
Sub-Total =	\$59,387.07	\$400.00
Misc., Lighting, Street Signs and Monuments		
Street Signs	\$900.00	\$900.00
Street Lights	\$18,000.00	\$18,000.00
Street Survey Monuments	\$4,800.00	\$4,800.00
SWPPP	\$10,000.00	\$0.00
4' Diameter Land Drain Manhole - on 3900 N	\$2,500.00	\$2,500.00
Sub-Total =	\$36,200.00	\$26,200.00
TOTAL IMPROVEMENT COSTS	\$1,127,906.27	\$331,454.20
10% GUARANTEE		\$112,790.63
TOTAL ESCROW AMOUNT		\$444,244.83

SUBDIVISION COST ESTIMATE APPROVAL

Lorin Gardner
 Lorin Gardner
 City Engineer

9/23/20
 Date