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EH 3079938 PG 1 OF 10  
LEANN H KILTS, WEBER COUNTY RECORDER  
26-AUG-20 3:24 PM FEE \$40.00 DEP TN  
REC FOR: BLACKBURN JONES

## DEVELOPER'S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 24<sup>th</sup> day of August, 2020, between **Blackburn Jones Real Estate, Incorporated**, 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 **Quail Ponds Subdivision, Phase 5**. 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 12, 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 **Quail Ponds Subdivision, Phase 5**, and agrees to hold \$ **46,952.62** (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 **Quail Ponds Subdivision, Phase 5**. 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 Aug. 24, 2020.

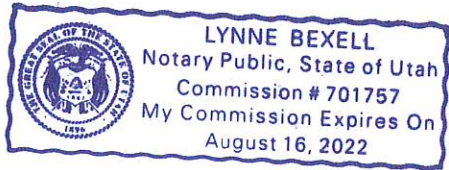
Blackburn Jones Real Estate  
Company Name

Bruce H Jones  
Signature, ~~Manager~~ owner/President

**ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION**

State of Utah }  
§  
County of Weber }

On this 24<sup>th</sup> day of August, 2020, personally appeared before me,  
Bruce Jones, 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

North Ogden, UT  
Residing at:


My Commission Expires:  
\_\_\_\_\_

NORTH OGDEN CITY CORPORATION



ATTEST

  
\_\_\_\_\_  
Mayor

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

**NOTICE OF DECISION**

August 12, 2020

Carson Jones  
905 E 24<sup>th</sup> Street,  
Ogden, Utah, 84401

Re: Quail Ponds Subdivision Phase 5 Final Approval

The North Ogden Planning Commission met on August 5, 2020 and made a motion to grant final approval for the Quail Ponds Phase 5 Subdivision subject to the conditions listed in the Staff Report, the Engineer's Report, and the TRC Meeting Letter. The Staff Report, the Engineer's Report, and TRC Meeting Letter are each attached to the email this letter is being sent with, so you have the pertinent conditions from each report.

This approval by the Planning Commission pertained to the updated plat with the lot width standards measured at the 18' setback (which addressed the condition that the lot lines be adjusted to meet the required 55' lot widths at the 18' setback).

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](mailto:bbell@nogden.org)







# NORTH OGDEN CITY

— SETTLED 1851 —

Lorin Gardner

City Engineer

[lgardner@nogden.org](mailto:lgardner@nogden.org)

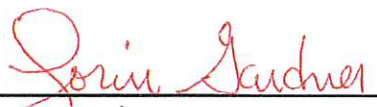
Quail Ponds Subdivision Phase 5 July 7, 2020 SUMMARY		
	Original Total	Remaining
<b>STREET IMPROVEMENTS</b>		
Mobilization, Clearing & Site Preparation	\$1,500.00	\$0.00
8" Scarify - Subgrade Prep & Compact to 95%	\$2,010.78	\$0.00
10" Thick UBC in-Place	\$7,711.15	\$0.00
3" Thick Asphalt - In-Place	\$10,552.10	\$10,552.10
Access Road - 4" UBC in-Place	\$766.02	\$766.02
Access Road - 2" Asphalt in-Place	\$3,755.00	\$3,755.00
Seal Coat	\$1,710.40	\$1,710.40
Install 30" C & G	\$6,765.00	\$0.00
Install 4' Sidewalk - 4" Thk, 6" Thk at driveways	\$8,424.00	\$8,424.00
Temporary Turnaround - 12" Roadbase	\$2,500.00	\$0.00
Street Monuments	\$0.00	\$0.00
Street Sign	\$300.00	\$300.00
Street Lights	\$3,800.00	\$3,800.00
Compaction Testing	\$1,500.00	\$200.00
Saw-Cut Existing Asphalt	\$222.00	\$222.00
Earthwork - Cut - In-Place	\$1,453.50	\$0.00
Earthwork - Fill - In-Place	\$214.50	\$0.00
<b>Subtotal =</b>	<b>\$53,184.45</b>	<b>\$29,729.52</b>
<b>DRAINAGE IMPROVEMENTS</b>		
Install New 18" RCP III	\$1,320.00	\$0.00
Fill Existing Spring Drainage Ditch & Remove 18" culvert	\$400.00	\$0.00



Excavate & re-route spring drainage ditch	\$569.50	\$0.00
Construct 12" Berms on low side of lots	\$6,000.00	\$0.00
Land drain - lateral install	\$2,400.00	\$0.00
Land drain - connect to existing LDMH	\$500.00	\$0.00
Land drain - install 8" SDR-35	\$3,840.00	\$0.00
Land drain - install 4' DIA LDMH	\$5,000.00	\$0.00
Import Trench Backfill	\$1,800.00	\$0.00
<b>Subtotal =</b>	<b>\$21,829.50</b>	<b>\$0.00</b>
<b>CULINARY WATER IMPROVEMENTS</b>		
Connect to existing 8" wm	\$1,000.00	\$0.00
Install 8" wm with all fitting complete	\$5,584.50	\$0.00
Fire Line & hydrant w/valve - complete	\$4,900.00	\$0.00
Temporary blow-off w/traffic rated box & 2" flush hyd.	\$2,500.00	\$0.00
Install 1" water service w/water meter & box - complete	\$10,500.00	\$0.00
Thrust Blocking	\$1,000.00	\$0.00
Concrete Valve Collars	\$450.00	\$450.00
Temporary Plugs and Testing	\$500.00	\$0.00
Import Trench Backfill	\$2,000.00	\$0.00
<b>Subtotal =</b>	<b>\$28,434.50</b>	<b>\$450.00</b>
<b>SEWER IMPROVEMENTS</b>		
Connect to existing sewer manhole	\$1,000.00	\$0.00
Install 8" SDR-35	\$5,910.00	\$0.00
Instll 4' DIA SSMH	\$5,000.00	\$0.00
Install laterals	\$5,400.00	\$0.00
Import Trench Backfill	\$3,000.00	\$0.00
Testing, Cleaning, Video Inspect	\$1,500.00	\$0.00
Concrete SSMH Collars	\$2,000.00	\$2,000.00
<b>Subtotal =</b>	<b>\$23,810.00</b>	<b>\$2,000.00</b>
<b>SECONDARY WATER IMPROVEMENTS</b>		
Connect to existing 6" Secondary waterline	\$500.00	\$0.00
6" Secondary water main C-900 DR-18	\$3,472.00	\$0.00
Water Service - Double	\$4,050.00	\$0.00

Water Service - Single	\$1,000.00	\$0.00
Water Meters	\$0.00	\$0.00
Testing	\$500.00	\$500.00
Temporary Plug and Block	\$500.00	\$0.00
Import Trench Backfill	\$1,400.00	\$0.00
<b>Subtotal =</b>	<b>\$11,422.00</b>	<b>\$500.00</b>
<b>SWPPP</b>		
Inlet Protection	\$68.00	\$0.00
Rip-Rap protection area for waterway	\$500.00	\$0.00
Silt Fence or Berming	\$282.50	\$0.00
Concrete Washout	\$500.00	\$0.00
Stabilized Entrance	\$1,200.00	\$0.00
Record Keeping	\$1,500.00	\$0.00
<b>Subtotal =</b>	<b>\$4,050.50</b>	<b>\$0.00</b>
<b>DRY UTILITIES, MISC.</b>		
Electric: DIG, Lay conduit, backfill	\$0.00	\$0.00
Import Trench Backfill	\$0.00	\$0.00
<b>Subtotal =</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>TOTAL IMPROVEMENT COSTS</b>	<b>\$142,730.95</b>	<b>\$32,679.52</b>
10% GUARANTEE		\$14,273.10
<b>TOTAL ESCROW AMOUNT</b>		<b>\$46,952.62</b>

**SUBDIVISION COST ESTIMATE APPROVAL**

  
 \_\_\_\_\_  
 Lorin Gardner  
 City Engineer

7/7/2020  
 \_\_\_\_\_  
 Date