



\*W3282751\*

E# 3282751 PG 1 OF 9

LEANN H KILTS, WEBER CTY. RECORDER  
08-MAY-23 2:48 PM FEE \$40.00 SW  
REC FOR: NORTH OGDEN CITY

## DEVELOPER’S AGREEMENT WITH NORTH OGDEN CORPORATION

This Agreement entered into this 22<sup>nd</sup> day of May, 2023, **Regency Development**, 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 **North Oaks Cove Phase 17**. The 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 **March 16, 2021**, 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 **North Oaks Cove Phase 17**, and agrees to hold **\$64,304.50** (2 Escrows combined) (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.

Due to the uncertainty of the connection of 3550 North and Mountain Road. A separate escrow agreement will be established to hold until Mountain Road is built along the connection area, and feasibility is determined for the ability to make the connection. If it is determined that a connection to Mountain Road is not feasible North Ogden City agrees to vacate the ROW and return the property back to the developer.

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 **North Oaks Cove Phase 17**. 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 May - 2, 2023.

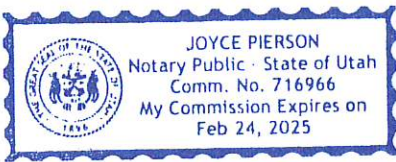
Regan 44 Development  
Company Name

[Signature]  
Signature, Manager (with Notary on next page)

**ACKNOWLEDGEMENT OF DEVELOPER OF CORPORATION**

State of Utah }  
§  
County of Weber }

On this 3rd day of May, 2023, personally appeared before me, Eric Thomas, 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.



Joyce Pierson  
Notary Public  
North Ogden City  
Residing at:

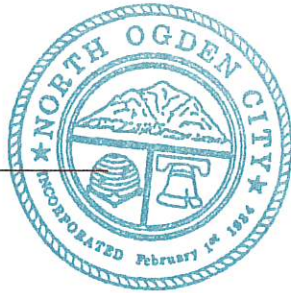
My Commission Expires:  
2/24/2025

NORTH OGDEN CITY CORPORATION

  
\_\_\_\_\_  
Mayor

ATTEST:

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



**NOTICE OF DECISION**

March 18, 2021

Eric Thomas

Regency Development  
1384 N Washington Boulevard  
Ogden, Utah, 84414

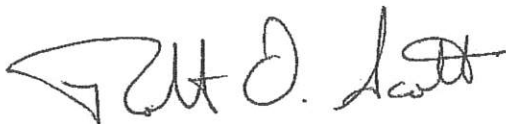
Re: Final Plat Approval for North Oaks Cove Subdivision – Phase 17

The North Ogden City Planning Commission met on March 17, 2021 and made a motion to grant final approval of the North Oaks Cove Subdivision, Phase 17, subject to the conditions listed in the Staff Report, which are as follows:

- Requirements of the North Ogden City Engineer's Report.
- Requirements of the Technical Review Committee Letter.
- Geotechnical report. A note needs to be placed on the plat referencing the company, report number, and date of the geotechnical report. (Complete)
- A will serve letter for secondary water and for sanitary sewer from Central Weber Sewer needs to be provided for all lots in the subdivision prior to recording.
- The applicant be required to add a 6' tall fence in the rear yard of Lot 4 at the time of building permit or Mountain Road improvements.
- A recorded agreement is required for the 3550 North road extension improvements.

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

Regards,



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



# Exhibit C.1



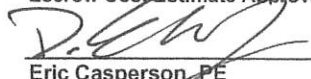
PROJECT TITLE:  
**North Oaks Cove Phase 17**  
**North Ogden, Utah**

Eric Casperson, PE  
 City Engineer  
[ecasperson@nogden.org](mailto:ecasperson@nogden.org)

Developer: Regency  
 March 9, 2023  
 ESCROW SUMMARY FOR 3550 NORTH

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount	Escrow Amount Remaining
1	Grading and Surface Preparation	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
2	Fine Grading	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$2,500.00
3	8" Roadbase	300	TON	\$18.00	\$ 5,400.00	\$ 5,400.00	\$5,400.00
4	3" Asphalt	100	TON	\$105.00	\$ 10,500.00	\$ 10,500.00	\$10,500.00
5	Standard 30" Curb and Gutter	300	LF	\$19.50	\$ 5,850.00	\$ 5,850.00	\$5,850.00
6	4' Sidewalk	300	LF	\$27.00	\$ 8,100.00	\$ 8,100.00	\$8,100.00
7	ADA Ramp	0	Each	\$1,500.00	\$ 0.00	\$ 0.00	\$0.00
8	Street Lights (per city standards)	0	Each	\$3,500.00	\$ 0.00	\$ 0.00	\$0.00
9	Street Monument	0	Each	\$2,500.00	\$ 0.00	\$ 0.00	\$0.00
10	15" RCP Pipe	0	LF	\$76.00	\$ 0.00	\$ 0.00	\$0.00
11	18" x 48" SD Inlet Box	0	Each	\$2,700.00	\$ 0.00	\$ 0.00	\$0.00
12	Catch Basin Filtration Sump Box	0	Each	\$1,750.00	\$ 0.00	\$ 0.00	\$0.00
13	8" PVC SDR-35 (Green Pipe)	0	LF	\$40.00	\$ 0.00	\$ 0.00	\$0.00
14	4' SS Manhole w/ Collar	0	Each	\$4,300.00	\$ 0.00	\$ 0.00	\$0.00
15	5' SS Manhole w/ Collar	0	LF	\$5,300.00	\$ 0.00	\$ 0.00	\$0.00
16	4" Service Lateral	0	Each	\$2,000.00	\$ 0.00	\$ 0.00	\$0.00
17	8" C900 PVC DR 14 (Blue Pipe)	150	Each	\$27.00	\$ 4,050.00	\$ 4,050.00	\$4,050.00
18	8" Gate Valve w/ Collar	0	LS	\$1,900.00	\$ 0.00	\$ 0.00	\$0.00
19	Water Meter and Service Line	0	Each	\$1,425.00	\$ 0.00	\$ 0.00	\$0.00
20	2" Blow Off Valve	1	Each	\$1,000.00	\$ 1,000.00	\$ 1,000.00	\$1,000.00
21	Fire Hydrant w/ Valve and Collar	0	Each	\$6,300.00	\$ 0.00	\$ 0.00	\$0.00
22	Storm Water Pollution Prevention	0.5	LS	\$10,450.00	\$ 5,225.00	\$ 5,225.00	\$5,225.00
23	Street Signs	0	Each	\$550.00	\$ 0.00	\$ 0.00	\$0.00
24	Stop Signs	0	Each	\$550.00	\$ 0.00	\$ 0.00	\$0.00
25	Retaining Walls (to be paid by builder)	0	LF		\$ 0.00	\$ 0.00	\$0.00
<b>Total:</b>						<b>\$ 45,125.00</b>	<b>\$45,125.00</b>
	<b>Sub-total</b>				<b>\$ 45,125.00</b>	<b>\$ 45,125.00</b>	<b>\$45,125.00</b>
	<b>10% Guarantee</b>				<b>\$ 4,512.50</b>	<b>\$ 4,512.50</b>	<b>\$ 4,512.50</b>
	<b>TOTAL</b>				<b>\$ 49,637.50</b>	<b>\$ 49,637.50</b>	<b>\$49,637.50</b>

Escrow Cost Estimate Approval

  
 Eric Casperson, PE  
 City Engineer

4/19/2023  
 Date



# Exhibit C.2



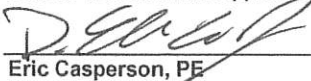
PROJECT TITLE:  
**North Oaks Cove Phase 17**  
 North Ogden, Utah

Eric Casperson, PE  
 City Engineer  
[ecasperson@noqden.org](mailto:ecasperson@noqden.org)

Developer: Regency  
 March 9, 2023  
 ESCROW SUMMARY FOR 950 EAST

Item	Description	Total Quantity	Units	Unit Price	Total Amount	Escrow Amount	Escrow Amount Remaining
1	Grading and Surface Preparation	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$0.00
2	Fine Grading	1	LS	\$2,500.00	\$ 2,500.00	\$ 2,500.00	\$0.00
3	8" Roadbase	700	TON	\$18.00	\$ 12,600.00	\$ 12,600.00	\$0.00
4	3" Asphalt	288	TON	\$105.00	\$ 30,240.00	\$ 30,240.00	\$0.00
5	Standard 30" Curb and Gutter	610	LF	\$19.50	\$ 11,895.00	\$ 11,895.00	\$0.00
6	4' Sidewalk	630	LF	\$27.00	\$ 17,010.00	\$ 17,010.00	\$0.00
7	ADA Ramp	0	Each	\$1,500.00	\$ 0.00	\$ 0.00	\$0.00
8	Street Lights (per city standards)	0	Each	\$3,500.00	\$ 0.00	\$ 0.00	\$0.00
9	Street Monument	0	Each	\$2,500.00	\$ 0.00	\$ 0.00	\$0.00
10	15" RCP Pipe	75	LF	\$76.00	\$ 5,700.00	\$ 5,700.00	\$0.00
11	18" x 48" SD Inlet Box	2	Each	\$2,700.00	\$ 5,400.00	\$ 5,400.00	\$0.00
12	Catch Basin Filtration Sump Box	2	Each	\$1,750.00	\$ 3,500.00	\$ 3,500.00	\$0.00
13	8" PVC SDR-35 (Green Pipe)	225	LF	\$40.00	\$ 9,000.00	\$ 9,000.00	\$0.00
14	4' SS Manhole w/ Collar	2	Each	\$4,300.00	\$ 8,600.00	\$ 8,600.00	\$0.00
15	5' SS Manhole w/ Collar	0	LF	\$5,300.00	\$ 0.00	\$ 0.00	\$0.00
16	4" Service Lateral	5	Each	\$2,000.00	\$ 10,000.00	\$ 10,000.00	\$0.00
17	8" C900 PVC DR 14 (Blue Pipe)	225	Each	\$27.00	\$ 6,075.00	\$ 6,075.00	\$0.00
18	8" Gate Valve w/ Collar	1	LS	\$1,900.00	\$ 1,900.00	\$ 1,900.00	\$0.00
19	Water Meter and Service Line	5	Each	\$1,425.00	\$ 7,125.00	\$ 7,125.00	\$0.00
20	2" Blow Off Valve	0	LF	\$1,000.00	\$ 0.00	\$ 0.00	\$0.00
21	Fire Hydrant w/ Valve and Collar	1	Each	\$6,300.00	\$ 6,300.00	\$ 6,300.00	\$0.00
22	Storm Water Pollution Prevention	0.5	LS	\$10,450.00	\$ 5,225.00	\$ 5,225.00	\$0.00
23	Street Signs	1	Each	\$550.00	\$ 550.00	\$ 550.00	\$0.00
24	Stop Signs	1	Each	\$550.00	\$ 550.00	\$ 550.00	\$0.00
25	Retaining Walls (to be paid by builder)	0	LF		\$ 0.00	\$ 0.00	\$0.00
<b>Total:</b>						<b>\$ 146,670.00</b>	<b>\$0.00</b>
	<b>Sub-total</b>				\$ 146,670.00	<b>\$ 146,670.00</b>	<b>\$0.00</b>
	<b>10% Guarantee</b>				\$ 14,667.00	\$ 14,667.00	\$ 14,667.00
	<b>TOTAL</b>				\$ 161,337.00	<b>\$ 161,337.00</b>	\$14,667.00

Escrow Cost Estimate Approval

  
 Eric Casperson, PE  
 City Engineer

4/19/2023  
 Date