

AGREEMENT # A 06-20224
DEVELOPMENT AGREEMENT FOR PARK IMPROVEMENTS
SHAW CENTURY FARMS

AGREEMENT

John Hansen ("Developer") and North Ogden City (the "City") (collectively "Parties") agree that it is beneficial to the City and Developer to enter into this agreement for the installation of a park on the property identified as exhibit A, along with other property directly east of the parcel identified on Exhibit A. [This agreement also amends Agreement A06-2022.](#)

Obligations

Developer Obligations:

a) Park

i. Developer will deed approximately ~~10,976~~12,500 ± sf of the Shaw property, shown on Exhibit A as Parcel A, to the City a plat recording of Shaw Century Farm.

ii. Developer shall provide \$15,000 as a donation to the City to complete park improvements in association with a RAMP Grant on Parcel A.

iii. Developer shall donate \$100,000.00 toward the development of the City's property ("Parcel C") for a park, approximately 27,113 ± sf, which shall be developed by the City.

iv. Developer shall secure the water rights for the existing well on the property and donate them to the City for a water feature and other park use.

b) Owner Occupancy

i. **Developer shall include provisions in the CC&Rs which require at least 80% of the units to be owner occupied and that to release this requirement it must be approved by the City Council.**

ii. Developer shall provide approximately 17 parking stalls on the southern end of the property near the donated park land, which can be utilized by park users who do not live in the development.

iii. Developer shall connect a pipe and run the pipe to the northern property line of the propose park as identified by the City Engineer.

c) Other Provisions

i. Developer shall provide landscaping/open space in the project, per the concept, but shall not be less than what is required in an R4 zone.

ii. By signing this Agreement Developer gives North Ogden City the right to enter the property identified on exhibit A for the park to complete any necessary improvements associated with the park.

City Obligations

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~~e) The City shall apply for a RAMP Grant for the completion of the remainder portion of the park which may include:~~

- ~~i. grass~~
- ~~ii. waterwise landscaping~~
- ~~iii. trees~~
- ~~iv. playground equipment~~
- ~~v. water feature~~
- ~~vi. Concrete walkways~~
- ~~vii. Benches~~
- ~~viii. Picnic Tables~~
- ~~ix. Lighting~~

~~*a) security cameras~~ The City has secured a RAMP Grant for a park with landscaping, trees, water feature, picnic tables, and educational information.

b) The City shall complete the park improvements by December 31, 2025, or shall install sod and sprinklers on Parcel A and return any remaining funds to the Developer.

c) The City shall rezone the property to an R-4 designation, with a PRUD overlay allowing for reduced side yard setbacks to 15 feet, 10 foot setbacks between buildings, and for any unit facing Lomond View Drive a 15 foot front yard setback provided no driveways, garages, or parking is located between the residential unit and the right of way.

~~f) —~~

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Payment

Donation (\$115,000) shall be made by the Developer to the City within ~~60 days of the recording of the plat for Parcel A and Parcel C.~~ 30 days of signing this agreement.

General Provisions

The following provisions are also integral parts of the Agreement:

- a) Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective parties hereto. This agreement may be recorded against the property by either party.
- b) Captions. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope, or interpretation of any of the terms or provisions of this Agreement or intent hereof.
- c) Severability. The provisions of this Agreement are severable, and should any provision hereof be void, voidable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provisions of this Agreement.
- d) Waiver of Breach. Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.
- e) Cumulative Remedies. The rights and remedies of the parties hereto shall be construed cumulatively and none of such rights and remedies shall be exclusive of, or in lieu or limitation of any other right, remedy or priority allowed by law.

- f) Amendment. This Agreement may not be modified except by an instrument in writing signed by both parties hereto.
- g) Interpretation. This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the State of Utah.
- h) Attorneys' Fees. If any action or proceeding is brought by either party to enforce a provision of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees whether such sums are expended with or without suit at trial, on appeal or in any bankruptcy proceeding.
- i) Notice. Any notices or other communication required or permitted to be given hereunder shall be deemed to have been received (a) upon personal delivery or actual receipt thereof or (b) within three (3) business days after such notice is deposited in the United States mail, postage prepaid and certified and addressed to the parties at their respective addresses set forth below.
- j) Entire Agreement. This Agreement is only for park improvements associated with Shaw Century Farms and is not meant to create additional obligations for either party for payments, reimbursements, or other exchanges which are not expressly identified in this agreement. This Agreement constitutes the full and entire understanding and agreement of the parties regarding the subjects discussed herein and related to the land area identified on Exhibit A.
- k) Further Assurances. Each party to this Agreement shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as the other party hereto may reasonably request to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

North Ogden City

John Hansen

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____