

**AGREEMENT # \_\_\_\_\_**

**TO DEFER COMPLETION OF REQUIRED SIDEWALKS**

This **AGREEMENT** is made and entered by and between \_\_\_\_\_  
and any future assigns (Developer), and the North Ogden City, Utah (City).

**WHEREAS**, the Developer has made application to the City for approval of a Final Site  
Plan/Plat identified as \_\_\_\_\_ (Project) which  
shall be located upon the following described real property located in North  
Ogden City, Utah, to-wit. (Legal Description) Exhibit “A”

**WHEREAS**, the City shall not approve the Final Site Plan/Plat unless assurance is provided that  
appropriate sidewalks, pedestrian ways or bike ways will be installed; and

**WHEREAS**, the Developer desires to obtain approval of the Project, but does not wish to  
construct the required sidewalks prior to Final Site Plan/Plat approval; and

**WHEREAS**, the Developer has agreed to construct such sidewalks at a later date which is  
acceptable to the City, or participate in a special improvement district, subject to  
certain conditions.

**WHEREAS**, the Developer shall record this agreement against the properties in question.

**NOW, THEREFORE**, the Developer and the City hereby agree as follows:

1. The Developer, in consideration of the City’s approval of the Final Site Plan/Plat for the  
Project, and other valuable consideration, hereby agrees to duly construct or install a sidewalk to  
the specifications of the City of North Ogden development standards, a minimum of five feet  
wide and the length of the property in the right-of way immediately adjacent the Project.

2. The Developer shall record this agreement against the parcels to which the agreement relates so that any individual is placed on notice that the installation shall be required for involvement in the special improvement district for the installation of sidewalk improvements at such later date.
3. Should the Developer fail or refuse to construct the aforesaid sidewalk, nothing herein shall be construed as affecting the City's right to resort to any and all legal and equitable remedies against the Developer, including specific performance to which the Developer hereby conditionally agrees.
4. In the event there shall be any litigation between the parties hereto arising out of this Agreement, the prevailing party shall be entitled to recover all fees and costs incurred in such litigation, including reasonable attorney's fees, through appeal if necessary.
5. This Agreement shall run with land and shall be binding on the successors of Developer.
6. This Agreement may not be assigned by either party.
7. This Agreement shall become effective upon the execution thereof by both parties hereto.

**WHERE THE DEVELOPER IS AN INDIVIDUAL ACTING IN THEIR OWN RIGHT**

Accepted and Approved for the North Ogden City by:

Mayor: \_\_\_\_\_  
Brent R. Taylor, Mayor

Attest: \_\_\_\_\_  
S. Annette Spendlove, Recorder

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Developer: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_

Its: \_\_\_\_\_

STATE OF UTAH            )  
                                      : SS  
County of \_\_\_\_\_ )

On \_\_\_\_\_, \_\_\_\_\_, 2014, personally appeared before me  
\_\_\_\_\_, who testified to me that he/she signed the  
foregoing Agreement on behalf of Developer and that the contents thereof are true.

\_\_\_\_\_  
Notary Public

## EXHIBIT A

THE LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS:

A PARCEL OF LAND LYING AND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN.

COMPRISING 1.10 ACRES, THE 0.83 ACRES CONTAINED IN THAT PARTICULAR PARCEL OF LAND KNOWN AS TAX PARCEL #17-050-0037, DEPICTED ON THAT CERTAIN RECORD OF SURVEY FILED AS #5001 WITH THE WEBER COUNTY SURVEYOR AND THE .27 ACRES CONTAINED IN THE RIGHT OF WAY OF LOMOND VIEW DRIVE LYING CONTIGUOUS TO AND COINCIDENT WITH THE SOUTH BOUNDARY OF SAID PARCEL #17-050-0037. BASIS OF BEARING FOR SUBJECT PARCEL BEING NORTH 88°50'32" WEST BETWEEN THE WEBER COUNTY SURVEYORS MONUMENTS MONUMENTALIZING THE SOUTHEAST AND SOUTHWEST CORNERS OF SAID SECTION 29, SUBJECT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 29, THENCE NORTH 88°50'32" WEST 2565.19 FEET; THENCE NORTH 2012.52 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF LOMOND VIEW DRIVE SAID POINT BEING ON THE EXTANT CORPORATE LIMITS OF NORTH OGDEN CITY AND THE TRUE POINT OF BEGINNING;

THENCE THE FOLLOWING TWO (2) COURSE COINCIDENT WITH SAID RIGHT OF WAY LINE, 1) NORTH 56°14'47" WEST 186.25 FEET; 2) NORTH 81°34'13" WEST 5.92 FEET TO A POINT OF INTERSECTION WITH THE PROLONGATION OF THE WEST BOUNDARY OF SAID PARCEL #17-050-0037 AND SAID RIGHT OF WAY LINE; THENCE NORTH 07°09'37" EAST 66.02 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL; THENCE THE FOLLOWING FIVE (5) COURSES COINCIDENT WITH THE PERIMETER OF SAID PARCEL #17-050-0037, 1) NORTH 07°09'37" EAST 197.88 FEET; 2) NORTH 01°45'20" WEST 274.58 FEET; 3) NORTH 17°45'34" WEST 20.09 FEET; 4) NORTH 82°38'35" EAST 30.14 FEET TO A POINT ON THE EXTANT NORTH OGDEN CITY CORPORATE LIMITS; 5) SOUTH 09°37'04" EAST 582.30 FEET, COINCIDENT WITH SAID CORPORATE LIMITS, TO THE SOUTHEAST CORNER OF SAID PARCEL #17-050-0037; THENCE ALONG THE PROLONGATION OF THE PREVIOUS COURSE AND COINCIDENT WITH SAID CORPORATE LIMITS SOUTH 09°37'04" EAST 90.749 FEET TO THE POINT OF BEGINNING.