

525-310

BOOK 590 PAGE 357

COVENANT AND AGREEMENT SECURING INSTALLATIONS OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That WASATCH HILLS DEVELOPMENT COMPANY, INC.
_____ and _____ of

South Ogden City, Utah, are the record owners of all the real

property hereinafter described which they are now seeking to plat and subdivide under the laws of Utah and the Ordinances of South Ogden City in such case made and provided under the name of _____

and the said parties, hereinafter referred to as subdividers, in consideration of approval by the Council of South Ogden City of the plat and dedication of said subdivision as heretofore submitted to South Ogden City, a municipal corporation of the State of Utah, and to guaranty the installation of the special improvements required by the Ordinances of the City of South Ogden, to hereby covenant and agrees with South Ogden City aforesaid that it will not lease nor convey any of the real property hereinafter described to any third person whomsoever without said subdividers being first, as a condition precedent thereto either

- (1) Installed and paid for all of the special improvements specified in South Ogden City Ordinances in full compliance with plans and specifications approved by the City Engineer and under his inspection and to his satisfaction in the streets fronting on the land so to be conveyed or in easements for such improvements or utilities dedicated to the use of the public for such purpose, and thence along the streets or utility easements aforesaid in the case of the sewer and water utilities to a connection with the nearest existing outfall or supply, as the case may be, and in the case of all other improvements to a connection with the existing improvements of the same kind, or to the boundary of the real property hereinafter described nearest to said existing improvements, which ever is closer, or

(2) Filed with the South Ogden Recorder a bond with a corporate surety authorized to do business in Utah in an amount not less than the cost, as estimated by the South Ogden Engineer, necessary to complete all such special improvements not then installed and paid for as specified in Paragraph 1, which bond shall be conditioned upon and shall guarantee the installation of all such improvements within two (2) years from the date of the filing of said bond, or

(3) Deposit in escrow with the City Recorder of South Ogden City or with a bank or other authorized escrow holder approved by the City Council of South Ogden, Utah, lawful money of the United States of America in a sum not less than the cost as estimated by the South Ogden Engineer to complete all such special improvements not then installed and paid for as specified in Paragraph 1 hereinabove set out. All sums of money so deposited in escrow shall be held to secure the construction and installations of the improvements aforesaid and shall be applied from time to time in payment of the cost and expenses incident to the installation and construction thereof upon the deposit of the written certificate of the South Ogden Engineer, approved by the South Ogden City Council, that the improvements or a substantial portion thereof have been completed, specifying the cost of the completed portion thereof to be paid out of the said funds, and specifying the names of the persons to whom money is due for the work and materials incident to such installation and construction. When the City Engineer, with the approval of the City Council, as aforesaid, shall certify that all of said improvements have been completely installed and constructed and the cost thereof shall have been paid in full, any surplus then remaining in escrow shall be repaid to the undersigned subdividers or their assigns.

The subdividers hereby give and grant unto South Ogden City, aforesaid, a lien on the said lands hereinafter describe to secure performance of the foregoing covenant and agreement and to secure the installation of all of the aforesaid improvements as hereinabove specified together with the payment of all costs, including a reasonable attorney's fee which South Ogden City may incur in enforcing any of the terms and provisions hereof. The City from time to time by its City Council shall release of record from such lien and from this covenant and agreement all lots and parcels of land as to which the covenant has been performed, either by the installation of the improvements, by the deposit of a bond or the deposit of funds in escrow, as aforesaid, to secure such installation.

This covenant shall be deemed to be a covenant running with the lands described for the benefit of South Ogden City.

This agreement shall be filed in the office of the County Recorder of Weber County, Utah. The lands hereinbefore referred to and subject to the terms and conditions of this covenant and agreement are situated in the City of South Ogden, County of Weber, State of Utah, and are more particularly described as follows:

1. Lots 1 to 15, both inclusive, of Block 9, Hidden Village Subdivision, in South Ogden City, Weber County, Utah.

Also, Lots 1 to 15, both inclusive, of Block 9, Hidden Village Subdivision, in South Ogden City, Weber County, Utah.

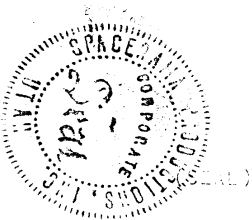
(Constituting all of HIDDEN VILLAGE SUBDIVISION)

dated this 11th day of August, 1934.



WASATCH HILLS DEVELOPMENT COMPANY, INC.

Douglas P. Stephens
Allen E. Tuller
Secretary



SPACE-AIR DEVELOPMENT COMPANY, INC.

Harry Plager
John A. Moomy
Secretary

STATE OF UTAH)

COURT OF CHIEF JUSTICES)

On this 26th day of August, 1934,

the undersigned, Chief Justice of the State of Utah, do hereby certify that the foregoing is a true and correct copy of the original of the same as the same appears from the records of the Court of Chief Justices of the State of Utah.

Joseph A. [Signature]
Salt Lake City, Utah

STATE OF UTAH
COUNTY OF KANE

On the 26th day of August, 1951, I, Jerome H. Mooney,
do hereby certify that Jerome H. Mooney is the
Secretary of the Jerome H. Mooney
of the County of Kane, State of Utah.

Joseph J. Larsen
Salt Lake City, Utah



300091

not file

STATE OF UTAH
COUNTY OF KANE
FILED FOR
South Ogden City
SEP 16 4 10 PM '58

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Abstracted
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IN BOOK 590 OF RECORD
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RUTH EAMES OLSEN
COUNTY RECORDER

Edith D. White