

PARTIAL RELEASE RECORDED IN BOOK 607 PAGE 77
PARTIAL RELEASE RECORDED IN BOOK 600 PAGE 331-332
PARTIAL RELEASE RECORDED IN BOOK 637 PAGE 31, 342-357
PARTIAL RELEASE RECORDED IN BOOK 684 PAGE 26, 301-452

BOOK 650 PAGE 433 338184

STATE OF UTAH }
COUNTY OF WEBER } SS
FILED AND RECORDED FOR
Ogden City
JUN 29 1 34 PM '60
IN BOOK 650 OF RECORD
PAGE 433-436
RUTH EAMES OLSEN
COUNTY RECORDER
Edith D. W. Kelly

Plotted Indexed
Recorded Abstracted
Compared Page

COVENANT AND AGREEMENT SECURING
INSTALLATION OF IMPROVEMENTS.

KNOW ALL MEN BY THESE PRESENTS:

That Ben Lomond, Inc. by its president and secretary

hereinafter called the Subdivider, is the owner of all of the real property hereinafter described which it is now seeking to plat and subdivide under the laws of Utah and the Ordinances of Ogden City in such case made and provided under the name of Meadow Homes Subdivision No. 2

hereinafter referred to as the Subdivision, and the Subdivider, in consideration of the approval of the Council of Ogden City of the plat and dedication of said Subdivision as heretofore submitted to Ogden City, and for the purposes of securing to Ogden City, a municipal corporation of the State of Utah, the installation of the special improvements required by Section 41A-11, Revised Ordinances of Ogden City as ordained by Ogden City Ordinance No. 434, and amended by Ogden City Ordinance No. 483, does hereby covenant and agree with Ogden City, aforesaid, that it will not lease or convey any of the real property hereinafter described to anyone whomsoever without having first, as a condition precedent thereto, either

(1) installed and paid for all of the special improvements in said Section 41-A-11 specified 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 lands 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 then existing improvements of the same kind, or to the boundary of the real property hereinafter described nearest to said existing improvements, whichever is closer,
or

SEE PARTIAL RELEASE RECORDED IN BOOK 622 PAGE 2
PARTIAL RELEASE RECORDED IN BOOK 600 PAGE 331-332
PARTIAL RELEASE RECORDED IN BOOK 637 PAGE 31, 342-357
PARTIAL RELEASE RECORDED IN BOOK 684 PAGE 26, 301-452
PARTIAL RELEASE RECORDED IN BOOK 650 PAGE 433-436
PARTIAL RELEASE RECORDED IN BOOK 650 PAGE 433-436

(2) filed with the Ogden City 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 Ogden City 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 approval of said Subdivision by the Council of Ogden City, or,

(3) Deposited in escrow with the Director of Finance of Ogden City, or with a bank or other authorized escrow holder approved by the Ogden City Manager, lawful money of the United States of America in a sum not less than the cost, as estimated by the Ogden City Engineer, necessary to complete all such special improvements not then installed and paid for as specified in Paragraph 1 hereinbefore set out. All sums of money so deposited in escrow shall be held to secure the construction and installation of the improvements aforesaid within two (2) years from the date of the approval of said Subdivision by the Council of Ogden City, 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 Ogden City Engineer approved by the Ogden City Manager, that the improvements of 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 Manager, 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 Subdivider or its assigns.

The Subdivider hereby gives and grants unto Ogden City, aforesaid, a lien on the said lands hereinafter described to secure performance of the foregoing covenant and agreement and to secure the installation of all of the aforesaid improvements within two (2) years from the date of the approval of said Subdivision, in the manner and to the specifications required by said Ordinance, all as hereinbefore specified, together with the payment of all costs, including a reasonable attorney's fee which Ogden City may incur in enforcing any of the terms and provisions hereof. The City from time to time by its City Manager shall release 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 installation.

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

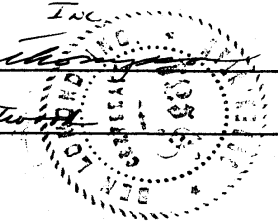
This Agreement shall be filed and recorded in the office of the Recorder of Weber County, Utah, at the same time as the filing of the plat and dedication of the said Subdivision.

The lands hereinbefore referred to and subject to the terms and conditions of this Covenant and Agreement are situate in Ogden City, Weber County, State of Utah, and are more particularly described as follows:

A part of the Northwest Quarter of Section 16, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, United States Survey: Beginning at a point on the North line of Cook Street in Ogden City, Weber County, Utah, 1404.21 feet South along the Quarter Section line and West 806.28 feet, more or less, and North 0° 50' 15" East 319 feet from the Northeast corner of said Quarter Section, said point also being the Southeast corner of Lot 11, Meadow Homes Subdivision No. 1 in said Ogden City, Utah; and running thence South 89° 09' 45" East 2.0 feet; thence North 0° 50' 15" East 110 feet; thence North 89° 09' 45" West 375.56 feet; thence South 77° 28' 15" West 63.99 feet; thence South 84° 00' West 98.18 feet; thence South 52° 10' 24" West 67.44 feet to the Northeast corner of Lot 3 in said Meadow Homes Subdivision; thence North 10° 39' 45" West 10 feet; thence South 79° 20' 15" West 138.06 feet; thence North 0° 58' East 365.93 feet; thence South 89° 23' 15" East 926.41 feet; thence South 0° 50' 15" West 453.24 feet; thence North 89° 09' 45" West 88.73 feet; thence South 0° 50' 15" West 131 feet; thence North 89° 09' 45" West 105 feet; thence North 0° 50' 15" East 131 feet; thence North 8° 52' 45" West 60.87 feet to the point of beginning.

To be known as Meadow Homes Subdivision No. 2

IN WITNESS WHEREOF the undersigned Subdivider has caused these presents to be executed this 13th day of June, 19 60.

BEN LOMOND INC.
Norman Lomond
PRES.
M. D. Givens
SEC.


STATE OF UTAH)
) ss
COUNTY OF WEBER)

On the _____ day of _____, 19____, personally appeared
before me _____, the signer of the
foregoing instrument, who duly acknowledged to me that he executed the same.

Notary Public
Residing at _____

My Commission expires

CORPORATE ACKNOWLEDGMENT.

STATE OF UTAH)
) ss
COUNTY OF WEBER)

On the 13th day of June, 1960, personally appeared
before me Norman Thompson, who being by me duly
sworn, did say that he is the President of
Ben Lomond, Inc., the corporation which exe-
cuted the foregoing instrument, and that said instrument was signed in behalf of
said corporation by authority of a Resolution of its Board of Directors and the
said Norman Thompson acknowledged to me that said corpora-
tion executed the same.

W. C. Whelan
Notary Public
Residing at Ogden, Utah

My Commission expires
June 13, 1961

APPROVED AS TO FORM:
Robert D. Johnson
Corporation Counsel

