

APPROVED

COVENANT AND AGREEMENT GUARANTEEING INSTALLATION
OF SUBDIVISION IMPROVEMENTS

APR 29 1986

4306450

CITY RECORDER

WHEREAS, SALT LAKE CITY CORPORATION is a municipal corporation of the State of Utah and has control over the subdivisions within its corporate boundaries; and

WHEREAS, the Carrigan Group and Dora Hill, hereinafter "Developer", desires to subdivide property in Salt Lake County, more particularly described as follows, to-wit:

A part of the SW $\frac{1}{4}$ of Section 14, T1S, R1E, SLB&M, U.S. Survey: Beginning at a point on the West line of Lakeline Drive 70.55 ft. N89°41'10" W along the section line from the S $\frac{1}{4}$ corner of said Section 14, and running thence along said West line the following seven courses: N7°20'40"W 7.02 ft.; N37°39'20"E 7.00 ft.; N7°20'40"W 127.28 ft.; Northwesterly along the arc of a 160.53 ft. radius curve to the left a distance of 27.05 ft. (central angle = 9°39'20" and long chord bears N12°10'20"W 27.02 ft.); N17°00'W 225.00 ft.; Northwesterly along the arc of a 218.54 ft. radius curve to the right a distance of 106.80 ft. (central angle = 28°00' and long chord bears N3°00'W 105.74 ft.); and Northeasterly along the arc of a 316.56 ft. radius curve to the left a distance of 13.90 ft. (central angle = 2°30'56" and long chord bears N9°44'32"E 13.90 ft.); thence West 177.00 ft.; thence South 108.47 ft.; thence S13°00'W 81.85 ft. to the Northerly line of Arcadia Heights Subdivision Plat 'D', in Salt Lake City, Utah; thence along said Northerly and Easterly line of said subdivision the following three courses: N82°39'20"E 84.09 ft.; S18°00"E 241.74 ft. and S6°00'W 92.00 ft. to the South line of said SW $\frac{1}{4}$ Section; thence (DEVELOPER'S PROPERTY DESCRIPTION FOR RECORDING) S89°41'10"E 134.48 ft. along said South line to the point of beginning.

Said subdivision is to be known as Valley Vista, hereinafter referred to as Valley Vista, and

WHEREAS, developer is required to put in certain public improvements which are estimated by the City's Engineer to cost \$ 12,778.50; and

WHEREAS, under City ordinances, rules and regulations, final approval in the aforesaid circumstances cannot be given unless the Developer enters into an agreement and files with the City a bond for the purpose of assuring the actual construction and installation of the required improvements in a satisfactory manner within a one (1) year period; and guaranteeing completion; and guaranteeing payment for labor and material furnished for said subdivision; said

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subdivision; said improvements to remain in good and acceptable condition for an additional year after; and

WHEREAS, the Developer desires to file such a bond by furnishing the City with a lien on Lot 5 contained in the proposed subdivision as a guarantee for improvements;

NOW, THEREFORE, the parties agree as follows:

1. Developer hereby grants to Salt Lake City Corporation a lien on Lot 5 of Valley Vista, said lien to be first and prior lien over any other lien, including mechanics liens, and developer hereby warrants to Salt Lake City Corporation that no mechanics liens exist; nor has any work been done on the project that would allow the imposition of any mechanics liens.

2. Developer agrees that it will not lease or convey or encumber Lot 5 of the said subdivision to anyone whomsoever without having first, as a condition precedent thereto, installed, paid for, and maintained in good condition for a period of one (1) year, the improvements required by the Salt Lake City Engineer as set forth in Project No. 38-777 and the contract which is on file in the Salt Lake City Recorder's Office.

3. Salt Lake City Corporation agrees to execute and release its lien upon the completion of the public improvements as specified in Project No. 38-777, and the contract which is incorporated herein and made a part hereof by reference, and further, upon the completion of a period of one (1) year after acceptance by the City Engineer's Office, in which the public improvements shall remain in good and acceptable condition.

4. The parties further agree that the public improvements required shall be installed on or before September 1, 1986. That upon failure to install Salt Lake City Corporation may, at the Developer's expense, install said improvements.

5. The developer agrees that Salt Lake City Corporation, in case of default in construction or maintenance of the improvements, shall be entitled to its attorney's fees, and any and all costs of completing the public improvements, and/or replacing those which do not hold for one (1) year.

WHEREFORE, the parties have agreed this _____ day of APR 29 1986, 19_____.

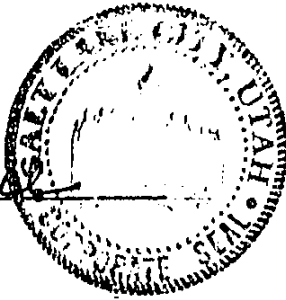
SALT LAKE CITY CORPORATION

BY: Palmer A. DePaulis
PALMER DePAULIS
MAYOR

RECEIVED AS TO FORM
1/14/86
H. R. Dawkins

ATTEST:

Kathryn Marshall
KATHRYN MARSHALL
CITY RECORDER



DEVELOPER

BY: [Signature]
Title: _____

BY: Laura Hill
LAURA HILL

ATTEST:

Title: _____

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STATE OF UTAH)
County of Salt Lake) ss.

On the _____ day of APR 29 1986, 19____, personally appeared before me PALMER DePAULIS and KATHRYN MARSHALL, who being by me duly sworn, did say that they are the Mayor and City Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the same.

Margaret Mitchell
NOTARY PUBLIC, residing in
Salt Lake County, Utah



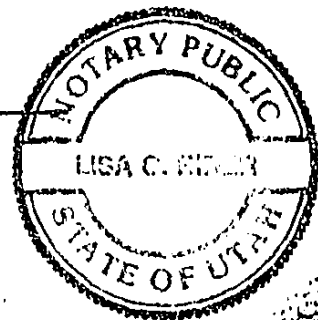
My Commission Expires: 10/25/89

STATE OF UTAH)
County of Salt Lake) ss.

On the 17th day of September, 1985, personally appeared before me Ronald H. Harrison and Dora Hill, the signers of the above instrument, who duly acknowledged to me that they executed the same.

Lisa C. Peder
NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires: March 12, 1988



Em. 414

KATIE L. DIXON
RECORDER
SALT LAKE COUNTY
UTAH

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Salt Lake City Planning

REQ OF

\$ _____ DEP _____

Evelyn Progett

EVELYN PROGETT

110 fee