

Recorded at Request of Ridney Page Fee Paid None
Date APR 21 1977 at 10:40 A.M. MARGUERITE S. BOURNE Recorder Davis County
By Theresa Thomsen Deputy Book 645 Page 531

459603

COVENANT AND AGREEMENT SECURING INSTALLATION OF IMPROVEMENTS

Koziar Hills

KNOW ALL MEN BY THESE PRESENTS:

That CALVIN WATERS AND SONS, INCORPORATED of South Weber, Utah, are the record owners of all the real property hereinafter described which it is now seeking to plat and subdivide under the laws of Utah and ordinances of South Weber, in such case made and provided under the name of Koziar Hills Subdivision, and the said party, hereinafter referred to as subdivider, in consideration of approval by the Council of South Weber of the plat and dedication of said subdivision as heretofore submitted to South Weber, a Municipal Corporation of the State of Utah, and to guarantee the installation of the special improvements required by the Ordinances of the City of South Weber, do hereby covenant and agree with South Weber City aforesaid that it will not lease nor convey any of the real property hereinafter described to any third person whomsoever without said subdividers having first, as a condition precedent thereto either:

*Release of Dim 691, Pg 303, Lot 30.
See Release of Dim in bk. 702, Pg. 749, All Lots.*

- Abstracted
- Indexed
- Entered
- Platted
- On Map
- Compared

(1) installed and paid for all of the special improvements specified in South Weber 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 Weber City Recorder a bond with a corporate surety authorized to business in Utah in an amount not less than the cost, as estimated by the South Weber 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 the filing of said bond, or

(3) with a bank or other authorized escrow holder approved by the City of South Weber, Utah, lawful money of the United States of America in a sum not less than the cost as estimated by the South Weber City 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 installation 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 Weber City Engineer, 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, 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 South Weber 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 as hereinabove specified together with the payment of all costs, including a reasonable attorney's fee which South Weber City may

incurr in enforcing any of the terms and provisions hereof. The City from time to time 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 Weber City.

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

(SEE ATTACHMENT)

IN WITNESS WHEREOF, the undersigned subdivider by its duly authorized representative have caused the foregoing instrument to be executed this 9 day of April, 1977.

Calvin T. Waters Pres.

CALVIN WATERS & SONS, INC.

By: Calvin T. Waters, President

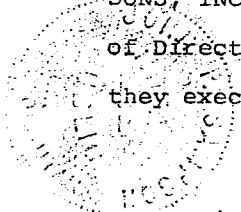
Georgia C. Waters, Sec.

CALVIN WATERS & SONS, INC.

BY: Georgia C. Waters, Secretary

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 9 day of April, 1977, personally appeared before me CALVIN T. WATERS and GEORGIA C. WATERS who declared to me that they are respectively president and secretary of CALVIN WATERS & SONS, INCORPORATED and that pursuant to a resolution of the Board of Directors authorizing the same, they acknowledged to me that they executed the same.



My Commission Expires: 8-25-79

John P. Campson
NOTARY PUBLIC
Residing at: *Cody, Utah*

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ATTACHMENT

The South 50.0 rods of the Southwest Quarter of the Northwest Quarter of Section 35, Township 5 North Range 1 West, Salt Lake Meridian, Excepting the South 1 rod thereof.