

South Ogden City
525-39-1st

COVENANT AND AGREEMENT
SECURING INSTALLATION OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That ROBERT D. ROND and SHARON ROND, husband and wife, residing in Ogden, Weber County, State of Utah, hereinafter called "DEVELOPERS" is the owner of all of the real property hereinafter described which they are in the process of developing and platting and subdividing under the ordinances of South Ogden City. In consideration of the approval by the City Council of South Ogden City of the plat and dedication as submitted for the purpose of securing to South Ogden City the installation of curbs, gutters, streets, paving and sidewalks as required by the ordinances of South Ogden City, it hereby covenants and agrees with South Ogden City that it will not lease nor convey any of the real property hereinafter described to anyone whomsoever without having first as a condition precedent thereto, either

07-143-0001 to 0018
07-0010 to 0034

(1) installed and paid for all of said special improvements in accordance with plans and specifications approved by the City Engineer and under his inspection and to his satisfaction in the streets dedicated to the use of the public as shown on said subdivision plat. In the case of sewer and water utilities, the same shall be installed and paid for under plans and specifications approved by the City Engineer and to his satisfaction and they shall be taken to a connection with the nearest existing outfall or supply or to the boundary of the real property hereinafter described nearest to outfall or supply lines, or

(2) filed with the South Ogden City Recorder a bond with a corporate surety authorized to do business in Utah in an amount not less than cost, as estimated by the South Ogden Engineer, necessary to complete all such special improvements and 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 approval of said subdivision, or

(3) deposited in escrow with the City Recorder of South Ogden City or with a bank or other authorized escrow holder approved by the City Council, cash in a sum not less than the cost as estimated by the South Ogden City

Engineer, necessary to complete all such special improvements not then installed and paid for as specified in Paragraph 1. 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 of date of approval of said subdivision, and shall be applied from time to time in payment of such cost and expenses incident to the installation and construction thereof upon the deposit of the written certificate of the South Ogden City Engineer, that said 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 persons to whom money is due for the work and materials. When the City Engineer certifies that all 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 developer or its assigns.

The developer hereby gives and grants unto South Ogden City, aforesaid, a lien on the said lands hereinafter described 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 ordinances, all as hereinbefore 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 may from time to time by its City Recorder 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 and recorded in the Office of the County 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 the City of South Ogden,

County of Weber, State of Utah, and are more particularly described as follows:

All of Yorkshire Meadows Subdivision, Number Four (No. 4), South Ogden City, Weber County, Utah, according to the official plat thereof; excepting, Lots 183 through 191.

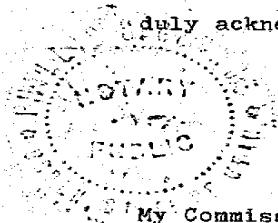
IN WITNESS WHEREOF, the undersigned developers have caused these presents to be executed this 17th day of March, 1972.

Robert D. Rond
ROBERT D. ROND

Sharon Rond
SHARON ROND

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On the 17th day of March, 1972, personally appeared before me ROBERT D. ROND and SHARON ROND, signers of the foregoing instrument who duly acknowledged to me that they had signed the same.



Phyllis S. George
NOTARY PUBLIC
Residing At: Ogden, Utah

My Commission Expires: 2-18-75

WE CONSENT to the lien created by the foregoing covenant and agreement

CARDON LAND TITLE COMPANY
BY Dean Cardon
DEAN CARDON

Glen E. Fuller
GLEN FULLER

"TRUSTEES"

STATE OF UTAH)
) BOOK 989 PAGE 195
) SS.
COUNTY OF WEBER)

On the 17th day of March, 1972, personally appeared before me DEAN CARDON, President of CARDON LAND TITLE COMPANY, a corporation of the State of Utah, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and the said Dean Cardon acknowledged to me that said corporation executed the same.

Phyllis S. George
NOTARY PUBLIC
Residing At: Ogden, Utah

My Commission Expires: 2-18-75

STATE OF UTAH)
) SS.
COUNTY OF WEBER)

On the 8th day of March, 1972, personally appeared before me GLEN E. FULLER, signer of the foregoing instrument, and duly acknowledged to me that he had signed the same.

Mary Mc Henry
NOTARY PUBLIC
Residing At: Ogden, Utah

My Commission Expires: 6-13-74

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FILED AND RECORDED FOR
South Ogden City
1972 MAR 22 PM 2 46

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RUTH EAMES OLSEN
WEBER COUNTY RECORDER
DEPUTY Edith D. Kelly