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South Ogden City  
525 39th St.  
Ogden, Utah 84403

BOOK 1082 PAGE 792

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FILED AND RECORDED FOR  
South Ogden City  
1975 APR 15 PM 2 36 1975

Platted  Subdivided    
Recorded  Abstracted   
Compared  Filed

COVENANT AND AGREEMENT

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
OCT 1975 *Maryann B. Miller*

SECURING INSTALLATION OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That Wasatch Hills Development Company, inc., a Utah Corporation, having its office and principle place of business in Weber County, State of Utah, is the equitable owner of all the real property hereinafter described which it is 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 SOUTH HEIGHTS ADDITION No. 5 SUBDIVISION; and the said Company hereinafter referred to as subdivider, 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 guarantee the installation of the special improvements required by the Ordinances of the City of South Ogden, does hereby covenant and agree 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 subdivider having first, as a condition precedent thereto, either.

(1) Installed and paid for all the special improvements specified in the 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 of 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 improvements; whichever is closer, or

(2) 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 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 installation of the improvements aforesaid within the time as set out above, and shall be applied from time to time in payment of the cost and expense 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 are 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 subdivider or its assigns.

The subdivider hereby gives and grants unto South 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 or construction within the time hereinabove set out and according to the ordinances of South Ogden City and the specifications required therein, all 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 improvement or the deposit of funds in escrow, as aforesaid, to secure such installation.

This covenant shall be deemed to be a covenant 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, at the same time as the filing of any plat and/or dedication of said subdivision or otherwise. 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:

ALL OF SOUTH HEIGHTS ADDITION NO. 5 SUBDIVISION

IN WITNESS WHEREOF, the undersigned subdivider has hereunto set its hand this 19th day of June, 1974.

WASATCH HILLS DEVELOPMENT COMPANY, INC.

By Gary Dee Gibson  
President

By Douglas R. Warren  
Vice President

STATE OF UTAH )  
: ss  
COUNTY OF WEBER )

On the 19th day of June, 1974 personally appeared before me GARY DEE GIBSON, who by me duly sworn did say that he is the President, and DOUGLAS R. WARREN, who being by me duly sworn did say that he is the Vice President of WASATCH HILLS DEVELOPMENT COMPANY, INC., a corporation, and that said instrument was signed in behalf of said corporation by them and by authority of a resolution of its Board of Directors; and said Gary Dee Gibson and Douglas R. Warren acknowledged to me that said corporation executed the same.

Marsha Stevens  
Notary Public

My commission expires: 1-10-77

Residing in: Ogden, Utah

