

*no fee*

COVENANT AND AGREEMENT SECURING  
INSTALLATION OF IMPROVEMENTS

FILED AND RECORDED FOR  
*Stewart Title*  
Jul 16 3 35 PM '79

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER

DEPUTY *Margaret Skelton*

KNOW ALL MEN BY THESE PRESENTS:

That CENTURY VILLAGE LTD.

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Photocopied	<input type="checkbox"/>	Card file	<input checked="" type="checkbox"/>
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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 CENTURY VILLAGE SUBDIVISION UNIT ONE

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 24-2-6, Revised Ordinances of Ogden City, 1964, 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 24-2-6, specified, in full compliance with approved plans and specifications, under the inspection of the Director of Public Works of Ogden City, 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,

(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 Director of Public Works of Ogden City, 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 Director of Public Works of Ogden City, 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 Director of Public Works of Ogden City 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 Director of Public Works, 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 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.

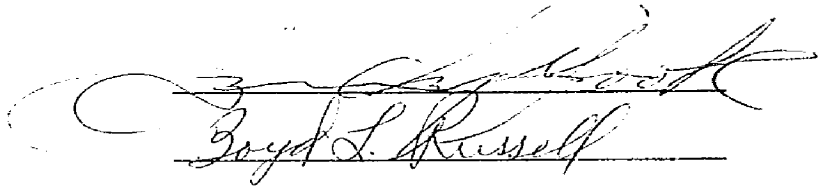
This agreement shall be filed and recorded in the office of the Recorder

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 20, Township 6 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point on the South line of 9th Street, said point being North 1°06'53" East 0.30 feet, North 89°09'45" West 980.00 feet, and South 0°50'15" West 33.0 feet from the Northeast corner of the Northwest Quarter of said Section 20, said point also being North 89°09'45" West 596.07 feet and South 0°50'15" West 33.0 feet from an Ogden City Survey Monument at 9th Street and Wall Avenue; running thence South 0°58' West 611.38 feet; thence North 89°09'45" West 438.00 feet; thence South 0°58' West 45.26 feet to the centerline of Mill Creek; thence along the centerline of said creek and 9 courses as follows: North 76°10'26" West 87.00 feet, South 64°06'46" West 78.09 feet, North 86°15'46" West 95.40 feet, North 5°31'37" West 98.99 feet, North 45°24'43" West 85.54 feet, North 81°00'28" West 102.90 feet, North 26°33'50" West 132.50 feet, North 3°07'48" West 91.96 feet and North 48°11'41" West 64.60 feet; thence leaving the centerline of said creek North 40°00' East 197.99 feet, thence South 89°09'45" East 561.00 feet; thence North 0°50'15" East 90.00 feet to the South line of 9th Street; thence along said South line South 89°09'45" East 294.00 feet to the point of beginning.

IN WITNESS WHEREOF the undersigned Subdivider has caused these presents to be executed this 13th day of July, 19 79.

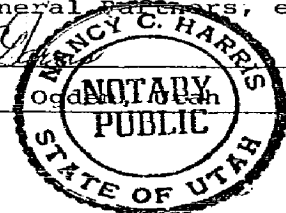
  
Boyd L. Russell

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss  
COUNTY OF WEBER )

On the 13th day of July, 19 79, personally appeared before me Lynn C. Muirbrook and Boyd L. Russell, partners ~~the signers of this~~ of Century Village LTD, a Utah Limited Partnership, who duly acknowledged ~~the signing of this instrument~~ to me that the within and foregoing instrument was signed by authority and that Lynn C. Muirbrook and Boyd L. Russell, General Partners, executed the same.

Nancy C. Harris  
Notary Public  
Residing at \_\_\_\_\_



My Commission expires 10/4/81

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CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
 : ss  
COUNTY OF WEBER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared before me \_\_\_\_\_, who being by me duly sworn, did say that he is the \_\_\_\_\_ of \_\_\_\_\_, the corporation which executed 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 \_\_\_\_\_ acknowledged to me that said corporation executed the same.

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_

My Commission expires \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Corporation Counsel