

Return to: Security Title Company of Ogden
205 - 26th Street, Ogden, Ut 84401

BOOK 1281 PAGE 514

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COVENANT AND AGREEMENT SECURING
INSTALLATION OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

WASATCH HILLS DEVELOPMENT COMPANY, hereinafter called the "Subdivider",
are the owners of all of the real property hereinafter described which
they are now seeking to plat and subdivide under the laws of the State
of Utah and the Ordinances of the City of Washington Terrace, Utah,
in such case made and provided under the name of RIDGELINE SUBDIVISION,
PHASE II, hereinafter referred to as the "Subdivision", and the Subdivider,
in consideration of the approval by the City Council of the City of
Washington Terrace of the plat and dedication of said Subdivision as
heretofore submitted to the City of Washington Terrace, Utah, and for
the purpose of securing to the City of Washington Terrace, a municipal
corporation, of the State of Utah, the installation of all of the special
improvements, including an irrigation water supply, and the City Engineer
inspection costs, as required by the Washington Terrace Subdivision Ordinance,
including all of its amendments, do hereby covenant and agree with the
City of Washington Terrace, aforesaid, that they will not lease or convey
any of the real property hereinafter described to anyone whomsoever without
first, as a condition precedent thereto, either

(1) Installed and paid for all of the special improvements,
including an irrigation water supply and a City Engineer inspection costs
as required by the Washington Terrace Subdivision Ordinance, including all
of its amendments, and in full compliance with plans and specifications
approved by the Washington Terrace City Engineer and under his inspection
and to his satisfaction in the streets fronting on the lands so to be
conveyed or in easements for such improvements and 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

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Joseph B. ...

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, whichever is closer, or

(2) Deposited in escrow with a bank or other authorized escrow holder approved by the Mayor of Washington Terrace, lawful money of the United States of America in a sum not less than cost, as estimated by the Washington Terrace Engineer, 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 (2) years from the date of approval of said Subdivision by the Council of the City of Washington Terrace, 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 Washington Terrace Engineer approved by the Mayor of Washington Terrace, that the improvement 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 City Engineer, with the approval of the Mayor, 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 the City of Washington Terrace, 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 and engineering inspection costs 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 Washington Terrace may incur in enforcing any of the terms and provisions hereof. The City from time to time by its Mayor shall release 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, 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 the City of Washington Terrace, Utah.

The undersigned "Subdivider" warrants and guarantys to the City of Washington Terrace that all the improvements as required to be constructed and installed by the Subdivider hereunder, and every part thereof, will remain in good condition for a period of one (1) year after the date of completion and conditional acceptance by the City of Washington Terrace, which date shall be the date of approval of said subdivision improvements after the final inspection thereof by the City Engineer, and the Subdivider agrees to make all repairs and to maintain all of said improvements and every part thereof in good condition between the date of construction and the date of final inspection of said subdivision improvements by the Washington Terrace City Engineer.

The Subdivider further agrees that if in the judgment of the City Engineer there is a necessity for repairs and maintenance of said improvements during said one (1) year guaranty period, that the Engineer's decision upon the necessity of such repairs and maintenance shall be final and binding upon the Subdivider, and the Subdivider hereby stipulates and agrees that such guaranty shall extend to and include, but shall not be limited to the entire street base, all pipes, joints, valves, back-fill and compacting, as well as the working surface, curbs, gutters, sidewalks, water systems, sewer systems, and other accessories that are, or may have been constructed by the Subdivider. Whenever, in the judgment of the Washington Terrace City Engineer, said subdivision improvements shall be in need of repairs, maintenance or rebuilding, according to the construction specifications of the City of Washington Terrace, said Engineer shall cause a written notice to be mailed or delivered to the Subdivider, and thereupon the Subdivider shall immediately undertake and complete such repairs, maintenance, or rebuilding. In the event the Subdivider should fail to undertake the completion

of such repairs, maintenance, or rebuilding within ten (10) days from the date of receipt of such notice from the City, the City Engineer shall cause such repairs, maintenance or rebuilding to be completed in accordance with City construction specifications, and the Subdivider agrees to pay to the City the total cost thereof, together with an additional 25% of such amount as and for stipulated damages to the City for the failure of the Subdivider to undertake and make such repairs. If the one (1) year guaranty, provided for above, has not expired at the time of the release of all of the Subdivider's lots subject to this lien, then in such event the Subdivider agrees to deposit with the City Recorder at the time of the release of the remaining lots subject to this lien a cash amount, as determined by the City Engineer, sufficient to give the City security for the installation of any necessary repairs. Any funds not required to be used by the City in making repairs within said Subdivision shall be returned to the Subdivider at the termination of the Guaranty.

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 the City of Washington Terrace, Weber County, State of Utah, and are more particularly described as follows:

PHASE
All of RIDGELINE SUBDIVISION- / 2 in the City of Washington
Terrace, Weber County, Utah, according to the official plat
thereof.

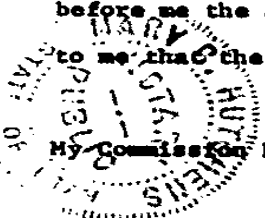
IN WITNESS WHEREOF, the undersigned Subdivider has caused these presents to be executed this 3rd day of October, 1978.

SUBDIVIDER: WASATCH HILLS DEVELOPMENT COMPANY

By [Signature]
President

STATE OF UTAH)
 : SS.
County of Weber)

On the 3rd day of October, 1978, personally appeared before me the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



My Commission Expires: 4-4-79

Mary B. Hutchins
NOTARY PUBLIC
Residing at Ogden, Utah

STATE OF UTAH)
 : SS
County of Weber)

On the 3rd day of October, 1978, personally appeared before me GARY DEE GIBSON xxx who being by me duly sworn did say, each-for-himself, that he, the said GARY DEE GIBSON is the president, of WASATCH HILLS DEVELOPMENT COMPANY, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its board of directors and said GARY DEE GIBSON each duly acknowledged to me that said corporation executed the same.



My Commission Expires: 4-4-79

Mary B. Hutchins
NOTARY PUBLIC
Residing at: