

779815

COVENANT AND AGREEMENT SECURING
INSTALLATION OF IMPROVEMENTS

Filed and Recorded for
Date June 12, 1974 3:26 PM
RUTH EAMES OLSEN
Weber County Recorder
Deputy Robert D. White

KNOW ALL MEN BY THESE PRESENTS:

That Harvey F. Hill

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 Weber County in such case made and provided under the name of _____

COUNTRY PLACE SUBDIVISION

hereinafter referred to as the Subdivision and the Subdivider, in consideration of the approval by the Board of County Commissioners of Weber County, Utah, of the plat and dedication of said Subdivision as heretofore submitted to Weber County, and for the purpose of securing to Weber County, a Body Politic of the State of Utah, the installation of the special improvements required by Section 18-3-1 and as specified in Attachment #1, _____, Revised Ordinances of Weber County, Utah, 1970, does hereby covenant and agree with Weber County, 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 set forth in said Section 18-3-1 and as specified in Attachment #1, _____, in full compliance with plans and specifications approved by the Weber County Surveyor and under the inspection of the Weber County Surveyor, except for septic tanks which must be installed according to specifications and under the inspection of the the Weber County Health Officer, and to their satisfaction, or,

- 15-142-0001 TO 0004
- 15-143-0001 TO 0006
- 15-144-0001 TO 0014
- 15-145-0001 TO 0016
- 15-146-0001 TO 0009
- 15-147-0001 TO 0015
- 15-148-0001 TO 0016
- 15-149-0001 TO 0012
- 15-150-0001 TO 0012

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(2) filed with the Weber County Recorder a bond with a corporate surety authorized to do business in Utah or with two personal sureties acceptable to the Board of Weber County Commissioners, in an amount not less than the cost, as estimated by the Weber County Surveyor, 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, or shorter or longer period if otherwise established by the Board of Weber County Commissioners, from the date of approval of said subdivision by the Board of Weber County Commissioners and County Attorney, or,

(3) deposited in escrow with the Weber County Auditor, or with a bank or other authorized escrow holder approved by the Board of Weber County Commissioners, lawful money of the United States of America in a sum not less than the cost, as estimated by the Weber County Surveyor, 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, or shorter or longer period if otherwise established by the Board of Weber County Commissioners, from the date of the approval of said Subdivision by the Board of Weber County Commissioners and County Attorney. Said escrow agreement shall be approved by the Board of Weber County Commissioners and the County Attorney and shall, among other things, provide that said escrow funds shall secure the completion of said special improvements within the time aforesaid, and payment of the cost and expenses incident to the installation and construction thereof.

When the Weber County Surveyor shall certify that all of said improvements have been completely installed and constructed and the cost thereof shall have been paid in full, all funds in escrow shall be repaid to the undersigned Subdivider or its assigns.

The Subdivider hereby gives and grants unto Weber County 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 (2) years, or shorter or longer period if otherwise established by the Board of Weber County Commissioners, 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 Weber County may incur in enforcing any of the terms and provisions hereof. Weber County, from time to time, by its Board of Weber County Commissioners, 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.

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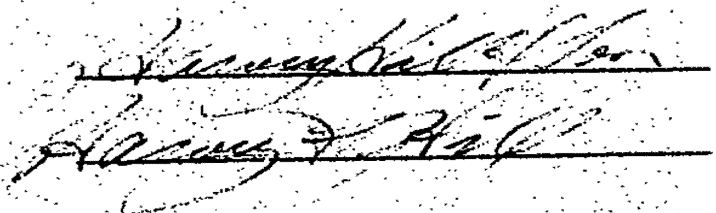
This covenant shall be deemed to be a covenant running with the lands described for the benefit of Weber County.

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

Lots 1 through 95, Country Place Subdivision
Slaterville District, Weber County

IN WITNESS WHEREOF, the undersigned Subdivider has caused these presents to be executed this 25th day of _____, 1974.8.



Harry F. Hill

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 28 day of December, 1978, personally
appeared before me HARVEY F. HILL,
the signer of the foregoing instrument, who duly acknowledged
to me that he executed the same.

Harvey F. Hill
NOTARY PUBLIC
Residing at: Ogden
My Commission Expires: 3 April 1982

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the _____ day of _____, 1974, 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:
Robert L. [Signature]
Weber County Attorney

ATTACHMENT #1

COUNTY ENGINEER'S
COST ESTIMATE
ofREQUIRED SUBDIVISION IMPROVEMENTS
for

COUNTRY PLACE SUBDIVISION

June, 1979

<u>Item</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
SANITARY SEWER:			
1. Furnish and install 15" sanitary sewer	1315 l.f.	13.00	17,095.00
2. Furnish and install 12" sanitary sewer	650 l.f.	11.00	7,150.00
3. Furnish and install 10" sanitary sewer	250 l.f.	9.00	2,250.00
4. Furnish and install 8" sanitary sewer	5225 l.f.	6.50	33,962.50
5. Furnish and install 5' dia. manhole	9 each	850.00	7,650.00
6. Furnish and install 4' dia. manhole	15 each	725.00	10,875.00
7. Service connections	120 each	200.00	24,000.00
TOTAL SANITARY SEWER \$			<u>102,982.50</u>
ORDINARY WATER:			
1. Furnish and install 6" water mains	6830 l.f.	6.00	40,980.00
2. Furnish and install 4" water mains	925 l.f.	4.50	4,162.50
3. Furnish and install 2" water mains	275 l.f.	3.50	962.50
4. 6" Gate Valves	11 each	250.00	2,750.00
5. 4" Gate Valves	3 each	175.00	525.00
6. 2" Gate Valves	2 each	125.00	250.00
7. Fire hydrants	16 each	875.00	14,000.00
8. Service connections	125 each	200.00	25,000.00

16. Connect to existing water mains	2 each	200.00	400.00
17. Plug Water Mains	7 each	150.00	1,050.00
TOTAL CULINARY WATER			\$ 1,450.00

CURB, GUTTER & SIDEWALK:

18. 30" curb and gutter	12,600 l.f.	4.50	56,700.00
19. 48" sidewalk	12,600 l.f.	4.00	50,400.00
20. 5' waterway	3 each	575.00	1,725.00
21. Driveway approaches	95 each	125.00	11,875.00
22. Combination curb and sidewalk	1750 l.f.	4.50	7,875.00
TOTAL CURB, GUTTER & SIDEWALK			\$ 128,575.00

GRADING & PAVING:

23. Grading of site and roads	L.S.	L.S.	25,000.00
24. Road base gravel	38,700 s.y.	1.85	71,595.00
25. Chip and seal coat	38,700 s.y.	0.42	16,254.00
26. Asphalt paving	38,700 s.y.	2.30	89,010.00
TOTAL GRADING & PAVING			\$ 201,859.00

DRAINAGE:

27. Catch Basins	25 each	550.00	13,750.00
28. Cleanout boxes	4 each	500.00	2,000.00
29. Inlet-Outlet Structure (complete)	1 each	1,500.00	1,500.00
30. Construct detention basin	L.S.	L.S.	2,000.00
31. Construct open channel drainage ditch with riprap as directed	2000 l.f.	4.00	8,000.00
32. 12" R.C.P.	2030 l.f.	10.00	20,300.00
33. 15" R.C.P.	570 l.f.	12.00	6,840.00
34. 18" R.C.P.	395	15.00	5,925.00
35. 44"x 72" c.m.p. arch	970 l.f.	40.00	38,800.00
TOTAL DRAINAGE			\$ 100,615.00

MISCELLANEOUS:

36. 6' chain link fence	1400 l.f.	4.50	6,300.00
37. Street signs	22 each	80.00	1,760.00
38. Street monuments	23 each	100.00	<u>2,300.00</u>
TOTAL MISCELLANEOUS \$			<u>10,360.00</u>

SUMMARY

Sanitary Sewer	\$ 102,982.50
Culinary Water	\$ 89,380.00
Curb, Gutter & Sidewalk	\$ 128,575.00
Grading & Paving	\$ 201,859.00
Drainage	\$ 99,615.00
Miscellaneous	<u>\$ 10,360.00</u>
TOTAL.....	<u>\$ 632,771.50</u>

97 lots at \$6,523.42/lot or 95 single family lots plus 25 four-plex lots = 120 lots
120 lots at \$5,273.10/lot