

COVENANT AND AGREEMENT SECURING INSTALLATION OF IMPROVEMENTS

KNOW ALL MEN BY THESE PRESENTS:

That Micott Homes, Inc. - R. Michael Steoger, President - of Hooper, Utah, are the record owners of all the real property hereinafter described which they are now seeking to plat and subdivide under the laws of Utah and the Ordinances of Roy in such case made and provided under the name of Foxglen Subdivision No. 20, and the said parties, hereinafter referred to as subdividers, in consideration of approval by the Council of Roy City of the plat and dedication of said subdivision as heretofore submitted to Roy City, a Municipal Corporation of the State of Utah, and to guaranty the installation of the special improvements required by the Ordinances of Roy City, to hereby covenant and agrees with Roy City aforesaid that it will not lease nor convey any of the real property hereinafter described to any third person whomsoever without said subdividers having first, as a condition precedent thereto either.

(1) installed and paid for all of the special improvements specified in Roy 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 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

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NOV 15 55 PAGE 1091

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, which ever is closer, or

(2) filed with Roy City Recorder a bond with a corporate surety authorized to business in Utah in an amount not less than the cost, as estimated by the Roy City Engineer, 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 the filing of said bond, or

(3) deposit in escrow with the City Recorder of Roy City or with a bank or other authorized escrow holder approved by the City Council of Roy, Utah, lawful money of the United States of America in a sum not less than the cost as estimated by the Roy City 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 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 Roy City Engineer, approved by the Roy City Council, that the improvements or a substantial portion thereof have been

BOOK 1555 PAGE 1092

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 subdividers or their assigns.

The subdividers hereby give and grant unto Roy City, aforesaid, a lien of the said lands hereinafter described to secure performance of the foregoing covenant and agreement and to secure the installation of all the aforesaid improvements as hereinabove specified together with the payment of all costs, including a reasonable attorney's fee which Roy 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 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 Roy City.

This agreement shall be filed in the office of the County

BOOK 1555 PAGE 1093

Recorder of Weber County, Utah. The lands hereinbefore referred to and subject to the terms and conditions of this covenant and agreement are situate in the City of Roy, County of Weber, State of Utah, and are more particularly described as follows:

A PART OF THE NE 1/4 OF SECTION 16, T5N, R2W, S16AM, U.S. SURVEY: BEGINNING AT THE SE CORNER OF LOT 413, FOXGLEN SUBDIVISION NO. 19, ROY CITY, WEBER COUNTY, UTAH, SAID POINT BEING 306.20 FT N89D41'E ALONG THE SECTION LINE; 928.20 FT S0D08'42"W AND 284.22 FT S89D51'18"E FROM THE NORTH 1/4 CORNER OF SAID SECTION 16; RUNNING THENCE THREE (3) COURSES ALONG THE EASTERLY BOUNDARY LINE OF SAID FOXGLEN SUBDIVISION NO. 19 AS FOLLOWS: N9D44'19"E 131.98 FT TO A POINT OF CURVATURE; NORTHWESTERLY ALONG THE ARC OF A 347.83 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 50.90 FT (CENTRAL ANGLE EQUALS 8D23'05" AND LONG CHORD BEARS N84D27'14"W 50.86 FT) AND N1D21'14"E 109.26 FT TO THE SOUTHWESTERLY BOUNDARY OF FOXGLEN SUBDIVISION NO. 17; THENCE TWO (2) COURSES ALONG THE SOUTHERLY BOUNDARY LINE OF SAID FOXGLEN SUBDIVISION NO. 17 AS FOLLOWS: N89D41'E 362.42 FT AND S68D15'26"E 92.60 FT TO THE MOST NORTHERLY CORNER OF LOT 321, FOXGLEN SUBDIVISION NO. 15; THENCE FIVE (5) COURSES ALONG THE WESTERLY BOUNDARY LINE OF SAID FOXGLEN SUBDIVISION NO. 15 AS FOLLOWS: S16D30'30"W 97.02 FT; S33D11'22"W 87.30 FT; S46D55'E 86.00 FT; S28D06'55"E 64.62 FT; AND S46D55'E 100.00 FT; THENCE S43D05'W 220.00 FT; THENCE N46D55'W 109.04 FT; THENCE N42D11'42"W 60.74 FT; THENCE N46D55'W 101.42 FT; THENCE S86D53'26"W 91.45 FT; THENCE N33D02'35"W 139.65 FT TO THE POINT OF BEGINNING.

CONTAINS 4.038 ACRES.

DATA 1555 PRE 1094

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IN WITNESS WHEREOF, the undersigned subdividers have hereunto set their hands this 7 day of February, 1989.

Micott Homes Inc.

R. Michael Steoger
R. Michael Steoger, President

STATE OF UTAH)
COUNTY OF WEBER) :ss

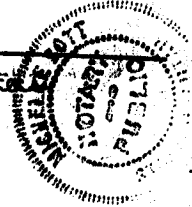
On the 7 day of February, 1989, personally appeared before me Micott Homes, Inc. - R. Michael Steoger, President - the signers of the above instrument, who duly acknowledged to me that they executed the same.

My Commission Expires:

1/30/89

dc:27892

Monmouth
Notary Public
Residing at: Log, Utah



1070264 # 1750

DOUG CROFTS
WEBER COUNTY RECORDER
DEPUTY

David L. Evans
FEB 13 11 32 AM '89
Micott Homes
FILED AND RECORDED FOR

SEARCHED INDEXED
SERIALIZED FILED

BOOK 1555 PAGE 1095