

COVENANT AND AGREEMENT

SECURING INSTALLATION OF IMPROVEMENTS.

KNOW ALL MEN BY THESE PRESENTS:

That NEPHI J. BROWN and OLGA C. BROWN, his wife, and LAWRENCE J. MAYBERRY and MARGARET H. MAYBERRY, his wife, of Ogden, Utah, hereinafter called the Subdividers, are the owners of all of the real property hereinafter described which they are 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 Sun-View Addition No. 1, and the Subdividers, in consideration of the approval by the Council of Ogden City of the plat and dedication of said subdivision as heretofore submitted to Ogden City, and for the purpose of securing to Ogden City, a Municipal corporation of the State of Utah, the installation of the special improvements required by Section 41A-11, Revised Ordinances of Ogden City as ordained by Ogden City Ordinance No. 434, and amended by Ogden City Ordinance No. 483, do 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 41A-11 specified 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 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

Approved by
Olga C. Brown
4/1/54

(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 Ogden 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) 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 Ogden City Engineer, necessary 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 Ogden City Engineer, approved by the Ogden City Manager, that the improvements or 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 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 Subdividers or their assigns.

The Subdividers hereby give and grant 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 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 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 Ogden City.

This agreement shall be filed and recorded in the Office of the County Recorder of Weber County, Utah at the same time as the filing of the plat and dedication of the said Sun-View Addition No. 1 to Ogden City, 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 Ogden, County of Weber, State of Utah, and are more particularly described as follows:

A part of the Northwest Quarter of Section 22, Township 6 North, Range 1 West, Salt Lake Base and Meridian, United States Survey: Beginning at a point on the east line of said quarter section, S. 0° 42' 21" W. 292.0 feet from the northeast corner of the northwest quarter of said section 22; thence S. 0° 42' 21" W. 502.51 feet; thence along the arc of a 191.37 foot radius curve to the left 116.20 feet, the long chord bearing S. 73° 19' 11" E.; thence S. 55° 55' W. 86.91 feet; thence E. 34° 05' W. 60.0 feet; thence N. 48° 07' W. 103.08 feet; thence N. 0° 31' E. 167.29 feet; thence E. 89° 29' W. 174.0 feet; thence N. 0° 31' E. 33.26 feet; thence N. 89° 29' W. 118.40 feet; thence S. 5° 48' W. 36.43 feet; thence E. 89° 29' W. 257.72 feet; thence N. 1° 02' E. 303.93 feet; thence S. 89° 29' E. 846.73 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned Subdividers have hereunto set their hands this 15th day of November, 1954.

Nephi J. Brown
Nephi J. Brown

Lawrence J. Mayberry
Lawrence J. Mayberry

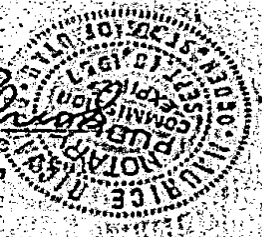
Olga C. Brown
Olga C. Brown

Margaret H. Mayberry
Margaret H. Mayberry

STATE OF UTAH)
) ss.
 County of Weber)

On the 18th day of November, 1954, personally appeared before me NEPHI J. BROWN and OLGA C. BROWN, his wife, and LAWRENCE J. MAYBERRY and MARGARET H. MAYBERRY, his wife, the signers of the foregoing Covenant and Agreement, who duly acknowledged to me that they executed the same.

Maurice F. [Signature]
 Notary Public
 Residing at Ogden,



My commission expires:
 Sept. 18, 1957

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Planned ☐ Indexed ☐
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 Compared ☐ Page ☐

STATE OF UTAH)
 COUNTY OF WEBER) ss.
 Filed and Recorded for
Ogden City Recorder
 Nov 22 12:02 PM '54

IN BOOK 461 OF Records.
 PAGE 598

DOROTHY B. CAMPBELL
 COUNTY RECORDER

Dorothy B. Campbell