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BOOK 606 PAGE 58

FORM #1

STATE OF UTAH )  
COUNTY OF WASHINGTON ) SS  
FILED AND RECORDED FOR  
*Ogden City*  
MAR 6 8 54 AM '59

COVENANT AND AGREEMENT SECURING  
INSTALLATION OF IMPROVEMENTS

Platted  Indexed   
Recorded  Abstracted   
Compared  Page

IN BOOK 606 OF RECORD  
PAGE 58-61  
RUTH EAMES OLSEN  
COUNTY RECORDER

*Cliff D. White*

KNOW ALL MEN BY THESE PRESENTS:

That SIMMONS & WIBERG INVESTMENT CORPORATION

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 Ron-Clare Village No. 1

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 41A-11, Revised Ordinances of Ogden City as ordained by Ogden City Ordinance No. 434, and amended by Ogden City Ordinance No. 483, 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 41-A-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

(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 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 Ogden City 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 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 Ogden City Engineer, 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 person 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 foresaid, 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 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 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:

Beginning at the Northwest corner of Section 9, Township 6 North, Range 1 West, Salt Lake Base and Meridian; running thence North 89°57' West 595.7 feet; thence South 0°50'15" West 310.02 feet; thence South 89°57' East 1260.16 feet; thence South 0°16' West 255 feet; thence South 89°57' East 581.30 feet; thence South 0°03' West 35 feet; thence South 89°57' East 464.5 feet; thence South 0°50'15" West 329.50 feet; thence South 89°09'45" East 170 feet; thence North 0°50'15" East 30 feet; thence South 89°09'45" East 115 feet; thence North 0°50'15" East 788.45 feet; thence South 89°57' East 36.59 feet; thence North 0°03' East 115 feet; thence North 89°57' West 2033.32 feet to the point of beginning.

IN WITNESS WHEREOF the undersigned Subdivider has caused these presents to be executed this 5th day of March 1959.

SIMMONS & WIBERG INVESTMENT CORPORATION

BY: Clarence S. Simmons  
President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF WEBER ) SS

On the \_\_\_\_\_ day of \_\_\_\_\_ 195\_\_\_\_, personally appeared before me \_\_\_\_\_, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

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

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

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
COUNTY OF WEBER ) SS

On the 5th day of March 1959, personally appeared before me Clarence S. Simmons, who being by me duly sworn, did say that he is the President of Simmons & Wiberg Investment Corporation 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

Clarence S. Simmons acknowledged to me that said corporation executed the same.



Everett H. McGhie, Jr.  
Notary Public  
Residing at Layton, Utah

My Commission expires 12/28/60

APPROVED AS TO FORM

Paul Thatcher  
Paul Thatcher, Corporation Counsel