



W3220805

E# 3220805 PG 1 OF 2
LEANN H KILTS, WEBER COUNTY RECORDER
01-MAR-22 1153 AM FEE \$.00 DC
REC FOR: OGDEN CITY

PUBLIC IMPROVEMENT COVENANT AND AGREEMENT

Parkridge, Inc., a Utah corporation, the Owner of the hereinafter described land in Ogden City, Weber County, grant unto Ogden City, a Utah municipal Corporation, a covenant to run and attach to the following described real property in Weber County, State of Utah:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF GIBSON AVENUE, SAID POINT BEING NORTH 1738.31 FEET AND EAST 571.92 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 6 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 01°17'50" EAST ALONG SAID EAST RIGHT-OF-WAY LINE 320.50 FEET; THENCE SOUTH 89°02'43" EAST 493.21 FEET; THENCE SOUTH 01°44'38" WEST 318.30 FEET; THENCE NORTH 88°42'07" WEST 347.62 FEET; THENCE SOUTH 01°17'53" WEST 4.92 FEET; THENCE NORTH 88°48'07" WEST 143.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 156.569.42 SQ/FT OR 3.59 ACRES

ADDRESS: 1506 GIBSON AVENUE

In consideration for Ogden City, a Municipal Corporation, allowing the above owners to improve this property by constructing new buildings without installing certain improvements at this time, the property owners agree to:

1. Promptly construct, at the property owner's expense, the deferred improvements described in this paragraph either upon the earlier of a written request from Ogden City Director of Public Works or as provided in paragraph 3. The deferred improvements include improving Gibson Avenue along the property's frontage to City standards, including the installation of street widening to an ultimate pavement width of 32 feet or as determined by the City Engineer, curb, gutter, sidewalk, pavement markings, storm drainage, street lighting, street signs, and other necessary appurtenances.

2. The deferred improvements shall be constructed in accordance with the Ogden City Subdivision Ordinance and Ogden City Engineering Standards in effect at the time the improvements are installed.

3. In the event action is taken to create an assessment area to install any of the deferred improvements abutting said property, the owners agree not to protest their full participation in such an improvement district.

4. This agreement is intended to run with the land and shall bind the owners and any successor in interest.

DATED this 2 day of FEB, 2022.

Parkridge, Inc., a Utah corporation

By: [Signature]
Its: President

State of Utah)
ss.

County of Weber)

On the 2 day of FEB, 2022, personally appeared before me, the undersigned notary, Shawn Strong, who being by me duly sworn did say that he is the President of Parkridge, Inc., a Utah corporation, and that the foregoing instrument was signed on behalf of said entity, and he acknowledged to me that said entity executed the same.

[Signature]
(Notary Public)

Residing at LAYTON UT
My Commission Expires 12-7-24

