

BOOK 640 PAGE 207 331438

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**COVENANT AND AGREEMENT SECURING
INSTALLATION OF IMPROVEMENTS.**

STATE OF UTAH)
COUNTY OF WEBER) SS
FILED AND RECORDED FOR
Ogden City
MAR 9 3 57 PM '60

IN BOOK 640 OF RECORD
PAGE 207-212
RUTH EAMES OLSEN
COUNTY RECORDER

Sullivan & Peterson

KNOW ALL MEN BY THESE PRESENTS:

That Edman-Jolley Construction Company, a co-partnership consisting
of John N. Edman, sometimes known as John Edman and Gideon T. Jolley

hereinafter called the Subdividers, 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 Eyrie Meadow Subdivision No. 2

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

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PARTIAL RELEASE RECORDED IN BOOK PAGE

(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 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 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:

Prior to July 1, 1961 the Edman-Jolley Construction Company will present to Ogden City Corporation a deed for a $5\frac{1}{2}$ acre park legal description as follows:

Part of Block 16, Eyrie Meadows Subdivision No. 2 in Ogden City, Weber County, Utah. Beginning at the Southeast corner of said Block 16; and running thence to the right along an arc of a 267 foot radius curve 94.29 feet, the chord of said curve bears South $80^{\circ} 43'$ West 93.8 feet; thence North $09^{\circ} 10'$ West 136.47 feet; thence North $0^{\circ} 50'$ East 1087.72 feet to the North line of said Block 16, said point being on a curve and the tangent at this point bears South $70^{\circ} 24'$ East; thence to the right along an arc of a 633.44 foot radius curve 246.38 feet, the chord of said curve bears South $67^{\circ} 10'$ East 246.79 feet to the Northeast corner of said Block 16; thence South $0^{\circ} 50'$ West 278.70 feet to the point of beginning. TO BE USED FOR PARK PURPOSES ONLY.

Together with property described on attached description:

DESCRIPTION: **EYRIE MEADOW SUBDIVISION NO. 2** BOOK **640** PAGE **210**

A part of the Southwest Quarter of Section 4 and a part of the Southeast Quarter of Section 5, Township 6 North, Range 1 West of the Salt Lake Base and Meridian, United States Survey:

Beginning at a point on the East line of Washington Boulevard in Ogden City, Weber County, Utah, said point being North 851 feet and North 98° 10' West 594.94 feet, more or less, from the Southeast corner of said Section 5; said point also being North 0° 50' 15" East 4878.11 feet along the center line of Washington Boulevard and South 89° 10' East 66 feet from the Ogden City Survey monument at the intersection of the center lines of North Street and Washington Boulevard; and running thence North 0° 50' 15" East 1,116.35 feet along the East line of said Boulevard; thence North 89° 09' East 149.12 feet; thence South 89° 10' East 0.88 feet; thence North 0° 50' East 150.02 feet; thence North 89° 09' East 776.84 feet; thence South 51° 10' East 121 feet; thence North 38° 50' East 100.40 feet; thence North 89° 09' East 77.96 feet; thence South 51° 10' East 162.99 feet; thence North 38° 50' East 136.06 feet; thence North 89° 09' East 51.28 feet; thence South 51° 10' East 31.84 feet; thence to the left along the arc of a 20 foot radius curve 27.23 feet, the long chord of said curve bears North 89° 49' 53" East 25.17 feet; thence to the right along the arc of a 235 foot radius curve 37.12 feet, the long chord of said curve bears North 55° 21' 18.5" East 37.09 feet; thence North 89° 09' East 115 feet; thence South 0° 51' East 30 feet; thence South 18° 10' East 80 feet; thence South 62° 45' East 85 feet; thence North 82° 00' East 75.59 feet; thence North 87° 40' East 147.37 feet; thence South 89° 10' East 405.98 feet; thence South 76° 02' East 61.61 feet; thence South 89° 10' East 104.61 feet; thence South 0° 50' West 700.51 feet; thence South 3° 00' East 155.35 feet to the Northeast corner of Lot 4, Block 8, Eyrle Meadow Subdivision No. 1; thence North 89° 10' West 115 feet; thence North 44° 24' West 84.51 feet; thence North 89° 10' West 367 feet; thence North 78° 14' West 80.64 feet; thence North 65° 00' West 125.77 feet; thence North 51° 10' West 461.73 feet; thence South 38° 50' West 165 feet; thence North 51° 10' West 590.01 feet; thence to the left along the arc of a 633.44 foot radius curve 52.70 feet, the long chord of said curve bears North 53° 33' West 62.68 feet; thence South 0° 50' West 978.78 feet, to a point on a curve, the tangent at said point bears South 70° 36' West; thence to the right along the arc of a 267 foot radius curve 94.29 feet, the long chord of said curve bears South 40° 43' West 93.60 feet; thence North 89° 10' West 726 feet to the point of beginning.

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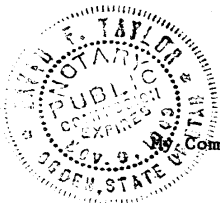
IN WITNESS WHEREOF the undersigned Subdividen has caused these presents
to be executed this 2 day of March 1960.

John W. Edman
Madison T. Jolley

INDIVIDUAL ACKNOWLEDGMENT.

STATE OF UTAH)
) SS
COUNTY WEBER)

On the 2 day of March 19 60, personally
appeared before me John N Edman & Gideon T. Jolley, the signers of
the foregoing instrument, who duly acknowledged to me that ~~he~~^{they} executed the
same.



David F. Taylor
Notary Public,
Residing at Cedar Utah

My Commission expires Nov 9 1963

CORPORATE ACKNOWLEDGMENT.

STATE OF UTAH)
) SS
COUNTY OF WEBER)

On the _____ day of _____ 19____, 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 Di-
rectors and the said _____ acknowledged
to me that said corporation executed the same.

[Signature]
Notary Public
Residing at _____

My Commission expires _____

APPROVED AS TO FORM:

[Signature]
Paul Thatcher, Corporation Counsel