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WESTERN MTG. LOAN CORP.  
2464 WASHINGTON BLVD.  
OGDEN, UTAH 84401

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RESTRICTIVE COVENANTS

RUTH EAMES OLSEN  
WEBER COUNTY RECORDER  
COUNTY CLERK

*Sullivan & Peterson*

THESE RESTRICTIVE COVENANTS, executed this 13th day of April, 1973, by PRICE-OGDEN COMPANY, a Limited Partnership, and the sole owner of the property hereinbelow described.

WITNESSETH:

WHEREAS, the undersigned, PRICE-OGDEN COMPANY, a Limited Partnership, is the sole owner of real property hereinafter described comprising a commercial area in the City of Ogden, Weber County, Utah, to be devoted to a shopping center; and

WHEREAS, it is the desire of the owner to place restrictive and protective covenants upon said land for the benefit and protection of tenants, lessees and future owners;

NOW, THEREFORE, it is by the undersigned for and in consideration of the execution of leases and agreements between said owner and its tenants and lessees, declared, covenanted and stated as follows:

1. The area covered by these covenants is located in Ogden City, Weber County, Utah, described as follows, to-wit:

Includes North 40' Parcel-South 40' Parcel West 1/2 Acre Parcel Beginning at a point on a 1/4 Section Line, said point being S 00° 56' 14" W. 802.968' from the North 1/4 Corner of Section 20, T. 6 N., R. 1 W., Salt Lake Base and Meridian and running thence N 89°33'00" E. 483.177'; thence S 83°10'00" E. 341.143' to the proposed West Line of Childs Avenue; thence S 00°58'00" W. 723.021' to the North Line of Wall Avenue; thence N 89°09'45" W. 651.10' along said North Line; thence N 83°41'26" W. 171.67' to said 1/4 Section line; thence N 00°56'14" E. 214.39' along said 1/4 Section Line; thence West 304.60' to the East line of Wall Avenue; thence N 00°58'00" E. 511.734' along said East Line; thence N 89°00'00" E. 303.308'; thence N 89°33'00" E. 1.161' to the point of beginning. Contains 17.684 acres.

Subject to a 40.0' wide right-of-way described as follows: Beginning at a point on a 1/4 Section Line, said point being S 00° 56' 14" W. 802.968' from the North 1/4 Corner of Section 20, T. 6 N., R. 1 W., Salt Lake Base and Meridian and running

12-106-0001, 0015-  
12-114-0056 TO 0065-  
0068 TO 0070  
12-115-0001 TO 0004

thence N 89°33'00" E. 483.177'; thence S 83°10'00" E. 341.143'; thence S 00°58'00" W. 140.00'; thence N 89°02'00" W. 40.00'; thence N 00°58'00" E. 103.90'; thence N 83°10'00" W. 302.496'; thence S 89°33'00" W. 481.60'; thence N 00°43'30" W. 40.00'; thence N 89°33'00" E. 1.161' to the point of beginning.

A plat of the entire described area is attached hereto and made a part of these Covenants.

2. The construction of buildings upon the above described property shall be limited to such an extent that there shall always be at least two and one-half (2½) square feet of vehicle parking area and service area for each one (1) square foot of ground upon which buildings are constructed. Such buildings shall be erected only on the areas reserved for buildings on the attached plat.

3. The remaining area of such tract not now or hereafter to be occupied by buildings erected strictly in conformance with paragraph 2 above shall become and remain parking and service area available for the use of tenants and customers of the businesses located in said shopping center.

4. There shall be vehicular or driveway access from the parking area of such shopping center to 12th Street, Childs Avenue and Wall Avenue as said streets are now designated in Ogden City.

5. That not more than one (1) each of the following types or kinds of businesses shall be operated upon or occupy space in the shopping center, to-wit: (a) supermarket or retail food store for the retail selling of food for consumption off the premises; (b) retail variety department store; (c) a restaurant or such other business as may be approved by the undersigned and the tenants of the supermarket and department store.

6. That the presently established businesses having the exclusive right for their type of business in said shopping center are as follows, to-wit: (a) supermarket - Smith's Food King;

(b) retail variety department store - Grand Central, Inc.

7. These covenants are appurtenant to and shall run with the land and shall be binding upon the present owner, tenants and lessees and all persons claiming under them for a period of twenty (20) years from and after the date of recording of these covenants.

8. The owner, its grantees, mortgagees, assignees, lessees and all other lawful occupants of the above described premises shall be entitled to enforce the provisions of these restrictive covenants by appropriate, legal and equitable remedies including injunctive relief.

IN WITNESS WHEREOF, these Covenants have been executed the day and year first hereinabove written.

PRICE-OGDEN COMPANY

By *John Price*  
John Price, General Partner

STATE OF UTAH            )  
                                  ): ss.  
COUNTY OF SALT LAKE )

Before me, a Notary Public, personally appeared JOHN PRICE who duly acknowledged to me that he is the General Partner of PRICE-OGDEN COMPANY, a Limited Partnership, and that he executed the within and foregoing instrument for and on behalf of said Partnership.



*Maureen Hill*  
Notary Public  
Residing In Salt Lake City, Utah

My Commission Expires:  
My commission expires Sept. 29, 1973