

Roy City Municipal Bldg.
5-715 So. 2200 W

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BOOK 671 PAGE 14

STATE OF UTAH
COUNTY OF WEBER | SS
FILED AND RECORDED FOR
1961
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**COVENANT AND AGREEMENT
SECURING INSTALLATIONS OF IMPROVEMENTS**

IN BOOK 671 OF RECORDS
PAGE 14-16
RUTH FALES OLSEN
COUNTY RECORDER
J. H. D. W. 1961

KNOW ALL MEN BY THESE PRESENTS:

That FRED J. SPAHR and wife BETTY ANN SPAHR, MILAS H. KENNINGTON and wife FRANCES L. KENNINGTON and MALCOLM E. SHOVE and wife MARY K. SHOVE, are the record owners of all the real property hereinafter described which they are now seeking to plat and subdivide under the laws of Utah and the Ordinances of Roy City in such case made and provided under the name of KEN-MAR SUBDIVISION, and the said parties, hereinafter referred to as subdividers, in consideration of approval by the Council of Roy City of the plat and dedication of said subdivision as heretofore submitted to Roy City, a municipal corporation of the State of Utah, and to guaranty the installation of the special improvements required by the Ordinances of the City of Roy, to hereby covenant and agrees with Roy City aforesaid that it will not lease nor convey any of the real property hereinafter described to any third person whomsoever without said subdividers having first, as a condition precedent thereto either

(1) Installed and paid for all of the special improvements specified in Roy City Ordinances 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 land 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 the 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 Roy 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 Roy 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) Deposit in escrow with the City Recorder of Roy City or with a bank or other authorized escrow holder approved by the City Council of Roy, Utah, lawful money of the United States of America in a sum not less than the cost as estimated by the Roy City Engineer 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 Roy City Engineer, approved by the Roy City Council, 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 Council, 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 Roy 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 hereinabove specified together with the payment of all costs, including a reasonable attorney's fee which Roy City may incur in enforcing any of the terms and provisions hereof. The City from time to time by its City Council 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 Roy City.

This agreement shall be filed in the office of the County Recorder of 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 Roy, County of Weber, State of Utah, and are more particularly described as follows:

KEN-MAR SUBDIVISION as platted

IN WITNESS WHEREOF, the undersigned subdividers have hereunto set their hands this eleventh day of February, 1961

Fred J. Spahr
Betty Ann Spahr
Milas H. Kennington
Frances L. Kennington
Malcolm E. Shove
Mary K. Shove

STATE OF UTAH)
 (ss.
County of Weber)

On the 11th day of February, 1961, personally appeared before me

FRED J. SPAHR and wife BETTY ANN SPAHR, MILAS H. KENNINGTON and wife FRANCES L. KENNINGTON and MALCOLM E. SHOVE and wife MARY K. SHOVE, the signers of the above instrument, who each severally duly acknowledged to me that they executed the same.



[Signature]
Notary Public
Residing at: Ogden, Utah

My Commission Expires: Sept. 9, 1961.