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269 REC 267

SPECIAL WARRANTY DEED AND COVENANTS.

This special warranty deed and covenants made, entered into and executed this the 28th day of May, 1947, by and between M. Maudie Price, of Ogden City, Weber County, State of Utah, the party of the first part, and Keith R. Gomm, of Clearfield, Davis County, State of Utah, the party of the second part, WITNESSETH:

Whereas, the party of the first part is the owner of the major part of the following described tract of land situate in Weber County, State of Utah:

A part of the northeast quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Meridian, U. S. Survey: Beginning at the northeast corner of said quarter section, and running thence south along the section line 321.3 feet, thence west 264 feet, thence north 321.3 feet to the section line, thence east 264 feet to the place of beginning, and

Whereas, Joseph E. Wright, by a certain document dated the 3rd day of October, 1939, and recorded in the office of the county recorder of Weber County, State of Utah, on the 5th day of October, 1939, in Book "Y" of Leases at page 460, set out certain restrictive covenants concerning the tract of land therein described, and

Whereas, a part of the land hereinabove described is a part and portion of the land described in the said document above referred to.

Now, therefore, for and in consideration of the sum of Three Thousand Dollars, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements here contained, the said party of the first part, M. Maudie Price, does hereby convey and warrant to the said party of the second part, Keith R. Gomm, the following described tract of land situate in Weber County, State of Utah:

A part of the northeast quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Meridian, U. S. Survey: Beginning at a point on the east line of said Section, 266.3 feet south of the northeast corner of said section, and running thence west 200 feet, thence north 47 feet, thence east 200 feet, thence south 47 feet to the place of beginning. Together with a right of way over the following described tracts of land:

Beginning at a point 266.3 feet south and 164 feet west of the northeast corner of said Section 23, and running thence west 16 feet, thence south 6 feet, thence east 8 feet, thence south 49 feet, thence east 8 feet, thence north 55 feet to the place of beginning; and

Beginning at a point 219.3 feet south and 164 feet west of the northeast corner of said Section 23, and running thence west 16 feet, thence north 6 feet, thence east 8 feet, thence north 213.3 feet to section line, thence east 8 feet, thence south 213.3 feet to the place of beginning.

Subject to the right of way of the State Highway over the east 50 feet thereof.

Subject to irrigation ditches as now exist.

Said right of way is not to be construed as privately owned but is to serve as a public right of way for all property owners bordering upon it.

Subject to the right of the State of Utah to extend onto said land and outside of the limits of the highway all cuts and fill slopes made necessary by the grading for sidewalk as set out in that certain instrument recorded in the office of the county recorder of Weber County, State of Utah, in Book 141 of Deeds at page 264.

Subject to equitable share of 1947 general taxes.

It is further understood and agreed that the party of the first part is not warranting against the restrictive covenants above referred to.

It is, however, understood and agreed between the parties hereto that said restrictive covenants are hereby rescinded and shall be of no further effect and are not enforceable by either party to this agreement against the other, and it is further understood and agreed that this cancellation provision is and shall be a covenant that runs with the land conveyed to the party of the second part and with the land retained by the party of the first part.

It is further understood and agreed between the parties hereto that no building, except boundary fences, shall be erected upon the land conveyed or upon the land retained east of a line which is parallel to and 72 feet west of the east line of said Section 23, provided, however, that this restrictive covenant shall terminate and end and shall be of no further effect after the 31st day of December, 1965. It is understood and agreed that this provision is and shall be a covenant that runs with the lands of the parties hereto.

It is known to the party of the second part that upon the northeast portion of the tract of land retained by the party of the first part there is located a store commonly known as a grocery store.

Now, therefore, it is understood and agreed that the property hereby conveyed shall not be used in any manner or form in conducting a retail business in fruits, vegetables, groceries or meats, provided, however, that this restriction and limitation shall be of no further effect after the 31st day of December, 1960. It is understood and agreed that this provision is and shall be a covenant that runs with the land, and is and shall be for the benefit of the party of the first part, her heirs, grantees, lessees, and particularly for the benefit of the ex husband of the party of the first part.

It is known to the party of the first part that the party of the second part or his grantees are going to build upon the land conveyed a building commonly known as a picture-show theater.

Now, therefore, it is understood and agreed that the property retained by the party of the first part shall not be used in any manner or form for the building thereon of a picture-show theater, provided, however, that this restriction and limitation in the use of the property retained shall terminate and end and shall be of no further effect after the 31st day of December, 1960. It is understood and agreed that this provision

is and shall be a covenant that runs with the land.

WITNESS the hands of the parties hereto the day and year herein first above written.

M. Maudie Price
Party of the First Part

Keith R. Gomm
Party of the Second Part.

STATE OF UTAH,
COUNTY OF WEBER.

SS

On the 25th day of May, 1947, personally appeared
M. Maudie Price, one of the signers of the above
instrument, who duly acknowledged to me that she executed the

Elmer H. Brown
Notary Public,
Residing at Roy, Utah.

My commission expires

STATE OF UTAH,
COUNTY OF WEBER.

SS

On the 25th day of May, 1947, personally appeared
before me Keith R. Gomm, one of the signers of the above
instrument, who duly acknowledged to me that he executed the

Elmer H. Brown
Notary Public,
Residing at Roy, Utah.

MAY 22, 1950

My commission expires

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FILED ☐
RECORDED ☐
COMPLETED ☐

ABSTRACTED ☒
INDEXED ☒
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STATE OF UTAH } SS
COUNTY OF WEBER }
FILED AND RECORDED FOR
JUN 21 11 21 AM '47
IN BOOK 269 of Deeds
PAGE 267
DOROTHY R. CAMPBELL
COUNTY RECORDER

Dorothy R. Campbell