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**GOVERNMENT AND AGENCY SECURING INSTALLATION OF IMPROVEMENTS**

Plotted  Indexed   
Recorded  Abstracted   
Compared  Page

STATE OF UTAH  
COUNTY OF WEBER SS  
FILED AND RECORDED FOR  
*Security Title Co.*  
JAN 16 4 45 PM '61

IN BOOK 668 OF RECORDS  
PAGE 62-64  
RUTH EAMES OLSEN  
COUNTY RECORDER  
*Ruth Eames Olsen*

**KNOW ALL MEN BY THESE PRESENTS:**

That SPACERAMA PRODUCTIONS, INC. hereinafter called the "Subdivider, are the owners of all of the real property hereinafter described which they are now seeking to plat and subdivide under the laws of Utah and the Ordinances of Washington Terrace, Utah, in such case made and provided under the name of WRIGHT HILLS SUBDIVISION, / hereinafter referred to as the "Subdivision", and the Subdivider, in consideration of the approval of the Council of the City of Washington Terrace of the plat and dedication of said Subdivision as heretofore submitted to the City of Washington Terrace, Utah and for the purpose of securing to the City of Washington Terrace, a municipal corporation, of the State of Utah, the installation of the special improvements required by ll A. 1 through 9., and amendments thereto pertaining to irrigation water supply dated the 22nd day of June, 1960, Subdivision Ordinance of the City of Washington Terrace as ordained by the Washington Terrace Subdivision Ordinance, do hereby covenant and agree with Washington Terrace, aforesaid that they 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 ll. A, amended June 22, & Mar. 9, 1960, 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 them 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) deposited in escrow with a bank or other authorized escrow holder approved by the Mayor of Washington Terrace, lawful money of the United States of America in a sum not less than cost, as estimated by the Washington Terrace Engineer, necessary to complete all such special

SEE PARTIAL RELEASE RECORDED IN BOOK PAGE 685

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 (2) years from the date of approval of said Subdivision by the Council of the City of Washington Terrace, 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 Washington Terrace Engineer approved by the Mayor of Washington Terrace, that the improvement 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 Mayor, 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 the City of Washington Terrace, 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 Washington Terrace may incur in enforcing any of the terms and provisions hereof. The City from time to time by its Mayor 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, 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 the City of Washington Terrace, Utah.

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 the City of Washington Terrace, Weber County, State of Utah, and are more particularly described as follows:

*Wright Well Subdivision, Old "B"*

A part of the SW  $\frac{1}{4}$ , Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U. S. Survey, Beginning at a point South 89° 36' 43" East, 588.00 feet from the West  $\frac{1}{4}$  Corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point being in the center of a City Road, and running thence South 89° 36' 43" East 1442.00 feet along the center line of said City Road; thence South 0° 22' West, 666.88 feet; thence North 89° 38' West, 269.00 feet; thence South 0° 22' West, 46.00 feet; thence North 89° 38' West, 476.00 feet; thence North 0° 22' East, 46.00 feet; thence North 89° 38' West, 270.31 feet; thence South 0° 22' West, 42.52 feet; thence North 89° 38' West, 288.00 feet; thence North 0° 22' East, 176.52 feet to a point of 205.0 foot radius curve to the left; thence Southwesterly along the arc of said curve 82.55 feet, (chord bears South 78° 49' 41" West, 82.01 feet); thence North 22° 42' 38" West, 148.79 feet; thence North 0° 22' East 412.95 feet to the point of beginning.

IN WITNESS WHEREOF, the undersigned Subdivider has caused these presence to be executed this 16th day of January, 1961.

SPACERAMA PRODUCTIONS, INC.

BY: *J. Richard Andersen*  
J. Richard Andersen  
President



STATE OF UTAH )  
                  : SS.  
County of Weber )

On the 16th day of January, 1961, A.D., personally appeared before me J. RICHARD ANDERSEN, who being by me duly sworn did say that he, the said J. RICHARD ANDERSEN is the president of SPACERAMA PRODUCTIONS, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said J. RICHARD ANDERSEN duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

*Paul T. Kung*  
NOTARY PUBLIC  
Residing at Ogden, Utah

My Commission Expires April 17, 1961

