

Home Abstract Co.
707-1st St. Salt Lake City

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BOOK 667 PAGE 407

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STATE OF UTAH
COUNTY OF WEBER
FILED AND RECORDED FOR
Home Abstract Co.
JAN 11 12 21 PM '61

AGREEMENT

IN BOOK 667 OF RECORDS
PAGE 407-413
RUTH EAKER OLSEN

William K. Selman
Deputy

THIS AGREEMENT made and entered into by and between

JONATHON EDMUND BROWNING CORP., a Utah Corporation, hereinafter referred to as "BROWNING", and ROSCOE C. HUNTER and VERNA L. HUNTER, husband and wife, of Ogden, Utah, hereinafter called "HUNTER",

WITNESSETH:

WHEREAS, Browning is presently the owner of area #1 shown on Exhibit "A" attached hereto and made a part hereof by reference, and;

WHEREAS, Hunter is the Assignee of certain agreements for the purchase, and proposes to purchase, areas #2 and #3 shown on said Exhibit "A", and;

WHEREAS, when Hunter completes the purchase of said areas #2 and #3 Hunter and Browning agree to exchange said area #2 for said area #1, and;

WHEREAS, the parties hereto contemplate the erection of certain commercial and business buildings upon said areas #2 and #3 and it will be beneficial for the parties hereto to have the joint use in common of all of said areas #1, #2 and #3 not covered by buildings, proposed buildings, or optional building space, excluding however, that portion of area #3 x'd in green, which shall not be covered or be a part of this agreement, as shown on Exhibit "A", to be used by the parties hereto or their tenants and any persons or parties dealing with any of the businesses located at any time in any of the buildings erected on the areas shown on said Exhibit "A"; for the purpose of ingress, egress, parking and deliveries.

2.

NOW, THEREFORE, in consideration of the mutual covenants contained herein:

1. Browning hereby grants to Hunter full right and liberty for Hunter, his agents, tenants, customers, invitees, visitors, licensees and employees and tenants' customers, tenants' invitees, tenants' visitors, tenants' licensees and tenants' employees of the shopping center and commercial enterprises located at any time in the buildings proposed to be erected upon said area #3, to use any portion of said area #2 not covered by the proposed building as shown on said Exhibit "A" for ingress, egress, parking and deliveries.

2. Browning hereby agrees at its expense to hard surface in asphalt that portion of said area #2 not covered by the proposed building shown on said Exhibit "A" and maintain and keep adequately lighted said hard surfaced area as it is developed.

3. Hunter hereby grants to Browning full right and liberty for Browning, its agents, tenants, customers, invitees, visitors, licensees and employees and tenants' customers, tenants' invitees, tenants' visitors, tenants' licensees and tenants' employees of the commercial enterprise located at any time in the building proposed to be erected on said area #2, to use any portion of said area #3 not covered by the proposed buildings as shown on said Exhibit "A" for ingress, egress, parking and deliveries.

4. Hunter hereby agrees at his expense to hard surface in asphalt that portion of said area #3 not covered

3.

by the proposed buildings shown on said Exhibit "A" and maintain and keep adequately lighted said hard surfaced area as it is developed.

5. It is mutually agreed that the buildings proposed to be erected upon said areas #2 and #3 will not exceed the sizes shown on said Exhibit "A" and will be located as shown on said Exhibit "A", provided however, that buildings upon area #3 may be erected of the sizes and at the locations where it shows "Safeway Store, proposed store area and optional building space" and also over the area outlined in green shown on Exhibit "A".

6. It is mutually agreed that this agreement shall be null and void and of no force and effect in the event Hunter does not complete the purchase of the real property heretofore mentioned.

7. It is mutually agreed that the covenants contained herein shall bind the heirs, successors and assigns of the parties hereto forever, or until mutually modified or mutually abrogated by the parties hereto, their heirs, successors or assigns.

Dated this 18th day of May, 1960.

JOHATHON EDMUND BROWNING CORP.,
A Utah Corporation

BY: 
FRANK M. BROWNING, PRESIDENT

ATTEST:

4.

Roscoe C. Hunter
ROSCOE C. HUNTER

Verna L. Hunter
VERNA L. HUNTER

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 18th day of May, 1960, personally appeared before me Frank M. Browning and _____ who being by me duly sworn, did say that they are the _____ President and the _____ Secretary respectively of the JONATHON EDMUND BROWNING CORP., a corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of Directors and the said Frank M. Browning and _____ acknowledged to me that said corporation executed the same.



Gene Wells
NOTARY PUBLIC
RESIDING AT: Ogden, Utah
My Commission Expires: October 15, 1960

STATE OF UTAH)
 : ss
COUNTY OF WEBER)

On the 18th day of May, 1960, personally appeared before me ROSCOE C. HUNTER and VERNA L. HUNTER, husband and wife, the signers of the within instrument who duly acknowledged to me that they executed the same.



Gene Wells
NOTARY PUBLIC
RESIDING AT: Ogden, Utah
MY COMMISSION EXPIRES: October 15, 1960

A S S I G N M E N T

For a valuable consideration paid by HUNTER-ROY, INC., a Utah corporation to ROSCOE C. HUNTER and VERNA L. HUNTER, husband and wife, of Ogden, Weber County, Utah, receipt of which is hereby acknowledged, the said Roscoe C. Hunter and Verna L. Hunter do hereby assign, sell and transfer to HUNTER-ROY, INC. all right, title and interest which they have in and to the foregoing agreement, and all rights and privileges which they may have pursuant to said agreement.

Dated and signed this 10th day of January, 1961.

Roscoe C. Hunter

ROSCOE C. HUNTER

Verna L. Hunter

VERNA L. HUNTER

STATE OF UTAH)
 :SS
COUNTY OF WEBER)

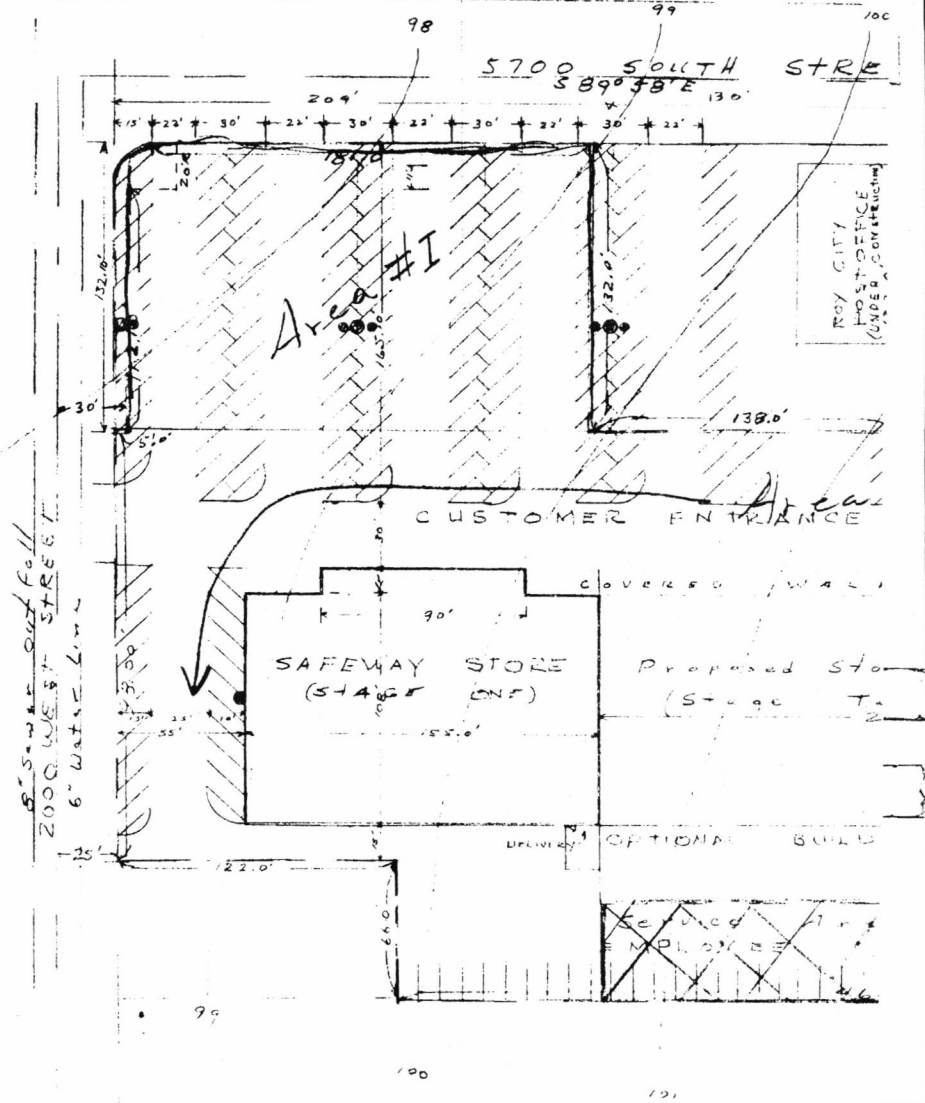
On the 10th day of January, 1961, personally appeared before me ROSCOE C. HUNTER and VERNA L. HUNTER, husband and wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Arnold C. Powey

NOTARY PUBLIC
Residing at Ogden, Utah



My commission expires:
September 5, 1961

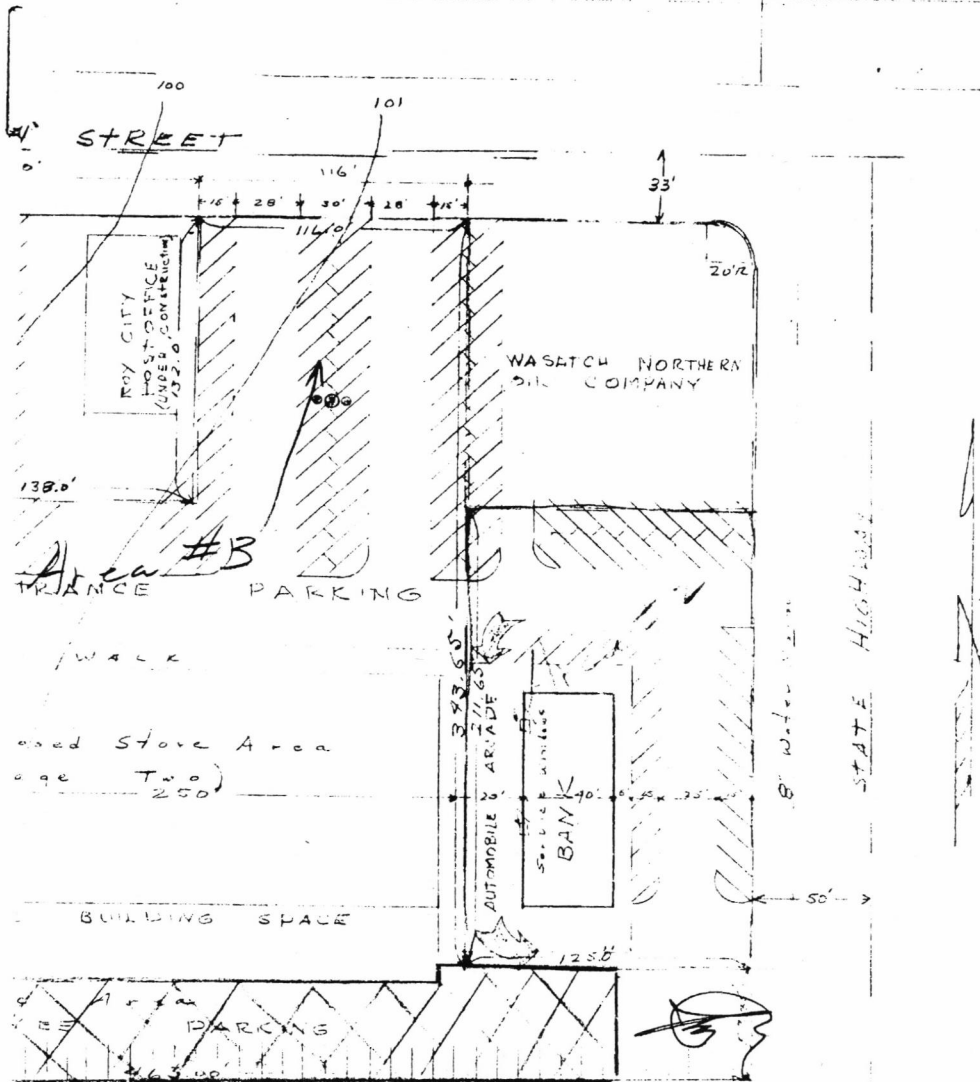


Customer Parking
 Employee & Misc. Parking
 Total Shopping Center
 Additional Parking - 2000
 Total All Parking

PROPOSED SHOPPING CENTER
 R. C. Hunter, 1105 Hend.

Roy Shopping Center
100 South Street

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135
 570
 295
 77
 322

Exhibit - A

INTER, 5700 SOUTH, 1900 WEST, ROY, UT.
 Henderson Dry Ogden, Utah - 5700 1250'