

Mail Tax Notice to:

Deborah B. Hansen
2024 Heritage Drive
Farr West, Utah 84404

W2640820

ER# 2640820 PG 1 OF 4
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-JUN-13 426 PM FEE \$18.00 DEP SGC
REC FOR: A & E BROWN DEV LLC

**WARRANTY DEED
AND AGREEMENT**

A & E Brown Development, L.L.C., a Utah limited liability company, Grantor, of Farr West, Weber County, State of Utah, hereby CONVEYS AND WARRANTS to **Deborah B. Hansen**, Grantee, of Farr West, Weber County, State of Utah, for the sum of Ten Dollars (\$10.00), the following described tract of land in Weber County, Utah (the "Property"), to wit:

15-540-0003-14
Beginning at a point South 00°43'41" West 1332.38 feet and North 89°16'19" West 540.71 feet and South 3°43'41" West 636.31 feet from the Northeast corner of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 3°43'41" West 185.88 feet along the westerly right of way line of 1200 West Street to the north right-of-way line of Harrisville Road; thence South 89°22'42" West 138.32 feet; thence North 0°30'19" West 158.06 feet; thence South 86°25'55" East 64.15 feet; thence North 3°06'41" East 32.19 feet; thence North 89°28'41" East 86.02 feet to the point of beginning.
Contains 24,986 sq. ft. or 0.573 acres

Together with all improvements and appurtenances thereto.

Excepting therefrom all water rights and water shares relating to the Property.

Subject to all easements, covenants, restrictions, encumbrances, rights-of-way and reservations of record or enforceable in law or equity.

In consideration of the foregoing and of the following covenants and promises, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee further agree as follows:

(1) **Development of Grantor's Remaining Property.** At any time after the Property has been zoned for commercial development, Grantor may notify Grantee that Grantor intends to sell or develop the following described real property located in Weber County, Utah (the "Grantor's Remaining Property"), whereupon Grantee shall fully cooperate with Grantor and Grantor's buyer(s) and/or developer(s) in effecting such development, including without limitation: (a) if desired by Grantor's buyer(s) and/or developer(s), selling the Property to Grantor's buyer(s) and/or developer(s) for the then fair market value thereof and conveying the same to Grantor's buyer(s) and/or developer(s) concurrently with the sale or development of Grantor's Remaining Property; and (b) whether or not Grantor's buyer(s) and/or developer(s) shall purchase any portion of the Property, granting Grantor and/or Grantor's developer(s) and/or contractor(s) such temporary and permanent easements as shall be reasonably necessary to allow Grantor and/or or Grantor's developer(s) and/or contractor(s) to develop Grantor's Remaining Property. Further, for good and valuable consideration received, Grantee hereby grants to Grantee an option, coupled with an interest, to repurchase the Property for the then fair market value.

value thereof, and Grantee agrees to convey the same to Grantor by general warranty deed at any time after the Property has been zoned for commercial development and Grantor has notified Grantee that the Grantor intends to sell or develop Grantor's Remaining Property. For purposes hereof, "fair market value" shall be determined by mutual agreement of Grantor (or Grantor's buyer(s) and/or developer(s)) and Grantee, or if they are unable to agree, by two (2) independent appraisers, one to be appointed by Grantor (or Grantor's buyer(s) and/or developer(s)) and one to be appointed by Grantee. If the lower of the two (2) appraisals is within five percent (5%) of the higher appraisal, then the fair market value shall be the average of the two (2) appraisals, and shall be binding and conclusive upon all persons; however, if the lower of the two (2) appraisals is not within five percent (5%) of the higher appraisal, then the two (2) appraisers appointed as provided above shall select a third appraiser who shall also provide an appraisal, and the fair market value shall be the average of the two (2) appraisals which are closest to each other, and shall be binding and conclusive upon all persons. The transactions contemplated by this paragraph (1) shall be closed as soon as possible, and in no event more than one hundred fifty (150) days, after Grantor has given Grantee the notice described hereinabove. All appraisal and closing costs relating to said transactions shall be shared by Grantor and Grantee equally. Grantor's Remaining Property is more particularly described as follows:

Beginning at a point South 00°43'41" West 1332.38 feet and North 89°16'19" West 540.71 feet from the Northeast corner of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 3°43'41" West 530.19 feet along the westerly right of way line of 1200 West Street; thence South 89°28'41" West 150.00 feet; thence South 3°43'41" West 133.74 feet; thence South 0°30'19" East 158.06' feet to the north right of way line of Harrisville Road; thence South 89°22'42" West 129.68 feet along said north right of way line; thence North 0°30'19" West 1688.76 feet; thence South 65°16'19" East 81.65 feet to the said westerly right of way line of 1200 West Street; thence South 23°16'19" East 695.30 feet along said right of way line; thence South 3°43'41" West 192.86 feet along said right of way line to the point of beginning. Contains 402,406 sq. ft. or 9.2150 acres

15-540-0001 to 0003 ✓

(2) **Succession.** The above provisions: (a) shall constitute covenants running with the land; (b) shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns; (c) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Property or Grantor's Remaining Property; and (d) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Whenever the term "Grantor", "Grantee" or "party" is used in this instrument, the same shall be deemed to include all of their respective successors and assigns.

[Signature Page Follows]

WITNESS the hands of said Grantor and Grantee this 14 day of June, 2013.

GRANTOR:

A & E BROWN DEVELOPMENT, L.L.C., a
Utah limited liability company

By:

Louis Albert Brown
LOUIS ALBERT BROWN, individually, as
Trustee of **The Amos A. Brown Revocable**
Trust established by Trust Agreement dated
August 23, 1999, as amended, and as Trustee
of **The Ethel L. Brown Revocable Trust**
established by Trust Agreement dated August
23, 1999, as amended, Managers

By:

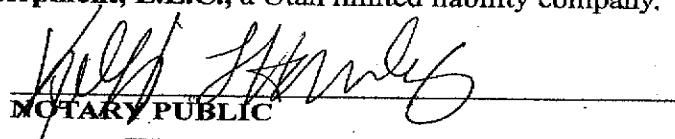
Dennis L. Brown
DENNIS LYN BROWN, individually, as
Trustee of **The Amos A. Brown Revocable**
Trust established by Trust Agreement dated
August 23, 1999, as amended, and as Trustee
of **The Ethel L. Brown Revocable Trust**
established by Trust Agreement dated August
23, 1999, as amended, Managers

GRANTEE:

Deborah B. Hansen
DEBORAH B. HANSEN

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

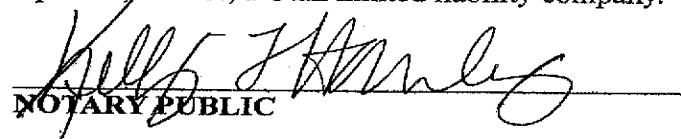
The foregoing instrument was acknowledged before me this 14 day of June, 2013, by **Louis Albert Brown**, individually and as Trustee of **The Amos A. Brown Revocable Trust** established by Trust Agreement dated August 23, 1999, as amended, and as Trustee of **The Ethel L. Brown Revocable Trust** established by Trust Agreement dated August 23, 1999, as amended, Managers of **A & E Brown Development, L.L.C.**, a Utah limited liability company.


NOTARY PUBLIC



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

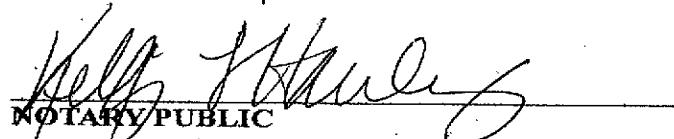
The foregoing instrument was acknowledged before me this 14 day of June, 2013, by **Dennis Lyn Brown**, individually and as Trustee of **The Amos A. Brown Revocable Trust** established by Trust Agreement dated August 23, 1999, as amended, and as Trustee of **The Ethel L. Brown Revocable Trust** established by Trust Agreement dated August 23, 1999, as amended, Managers of **A & E Brown Development, L.L.C.**, a Utah limited liability company.


NOTARY PUBLIC



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 14 day of June, 2013, by **Deborah B. Hansen**.


NOTARY PUBLIC

