

Mail Tax Notice to:
Jason Scott Fuller, Trustee
1565 North 1200 West
Farr West, Utah 84404

W2640821

ER 2640821 PG 1 OF 5
ERNEST D ROWLEY, WEBER COUNTY RECORDER
14-JUN-13 426 PM FEE \$22.00 DEP SGC
REC FOR: A & E BROWN DEV LLC

**QUIT CLAIM 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 QUIT CLAIMS to **Jeffrey Scott Fuller**, Trustee of **The Jeffrey Scott Fuller Revocable Living Trust** dated August 5, 2005, Grantee, of Roy, Weber County, State of Utah, for the sum of Ten Dollars (\$10.00), the following described tracts of land in Weber County, Utah (the "Property"), to wit:

Parcel 1: 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 630.19 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 6.12 feet along the westerly right of way line of 1200 West Street; thence South 89°28'41" West 150.00 feet; thence North 3°43'41" East 106.12 feet; thence North 89°28'41" East 25.00 feet; thence South 3°43'41" West 100.00 feet; thence North 89°28'41" East 125.00 feet to the point of beginning.
Parcel Contains 3408 sq. ft. or 0.0782 acres.

Parcel 2: 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 and South 89°28'41" West 86.02 feet from the Northeast corner of Section 1, Township 6 North, Range 2 West, Salt Lake Base and Meridian, and running thence South 3°06'41" West 32.19 feet; thence North 86°25'55" West 64.15 feet; thence North 3°43'41" East 27.62 feet; thence North 89°28'41" East 63.98 feet to the point of beginning.
Parcel Contains 1913 sq. ft. or 0.043 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) **Trees, Sprinklers and Landscaping.** Grantor and Grantee acknowledge that there are currently trees on the West end of the portion of the Property which is described as Parcel 1 above and near the North boundary of the Grantee's Existing Property (defined below)

that encroach on the adjoining real property owned by Grantor to the West and North thereof, which is more particularly described below ("Grantor's Remaining Property"). Grantor and Grantee agree that said trees may remain without interference by Grantor until Grantor or its successor or developer shall sell or develop Grantor's Remaining Property, whereupon Grantor or its successor or developer may remove said trees provided Grantor or its successor or developer shall replace those on the West (but not on the North) with three (3) three (3) to five (5) foot Douglas fir trees at such places on the West portion of said Parcel 1 (conveyed to Grantee hereunder) as Grantee shall designate, provided they do not result in any further encroachment. Further, Grantor shall repair any damage to Grantor's current sprinkler system caused by the removal of said trees. Grantee may continue to occupy the North portion of Grantor's Remaining Property on which Grantee may have sprinklers and landscaping for the purpose of maintaining the same until Grantor or its successor or developer notifies Grantee that it intends to sell or develop said property, whereupon Grantee shall, at Grantee's sole cost and expense, relocate said sprinklers and any portion of said landscaping that it desires to retain onto Grantee's own property within thirty (30) days after such notice. Any such sprinklers and/or landscaping not removed within said period shall thereupon become the property of Grantor. 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

15-54d-0001 to 0003 *14*

(2) Development of Grantor's Remaining Property. At any time after the Property and the following described real property ("Grantee's Existing Property") has been zoned for commercial development, Grantor may notify Grantee that Grantor intends to sell or develop 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 and Grantee's Existing 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 and/or Grantee's Existing 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 Grantor an option, coupled with an interest, to repurchase the Property and to purchase Grantee's Existing Property for the then fair

market value thereof, and Grantee agrees to convey the same to Grantor by special warranty deed at any time after the Property and Grantee's Existing Property has been zoned for commercial development and Grantor has notified Grantee that Grantor intends to sell or develop the Remaining Brown 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 (2) 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. Grantee's Existing Property is more particularly described as follows:

Part of the Northeast quarter of Section 1, Township 6 North, Range 2 West, Salt Lake Base & Meridian, U. S. Survey: Beginning at a point which is South 2,134.4 feet to the North line of Harrisville Road and South 88°45' West 583.4 feet, more or less, along said North line to the West line of 1200 West Street, and North 3° East 192 feet along the Wet line of 1200 West Street from the Northeast corner of said quarter section, running thence North 3° East 100 feet along said street, thence South 88°45' West 125 feet, thence South 3° West 100 feet, thence North 88°45' West 125 feet to the place of beginning.
(15-02-0057)

15-540-0002 ✓

(3) **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, the Grantor's Remaining Property or the Grantee's Existing 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, 2012. *SS/* *fb*

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

By: *Louis Albert Brown*

LOUIS ALBERT BROWN, 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 Lyn Brown*

DENNIS LYN BROWN, 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

Jeffrey Scott Fuller

JEFFREY SCOTT FULLER, individually and as
Trustee of **The Jeffrey Scott Fuller Revocable**
Living Trust dated August 5, 2005

STATE OF UTAH)
: ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 14 day of June,
2012, by **Louis Albert Brown**, 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.

Kelly L Hanley
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, 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.

Kelly L Hanley
NOTARY PUBLIC



STATE OF UTAH)
: ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 14 day of June,
2013, by Jeffrey Scott Fuller, individually and as Trustee of The Jeffrey Scott Fuller
Revocable Living Trust dated August 5, 2005.

Kelly L Hanley
NOTARY PUBLIC

