

Entry No 64309 Book 308 Page 393-400  
Recorded May 14, 1987 Time 2:50 p.m. Fee 8.00  
Request of Fillmore City  
LAVOY MARTIN MILLARD CO. RECORDED BY JM

AGREEMENT AND COVENANTS FOR PURCHASE  
OF REAL PROPERTY

THIS AGREEMENT is made and entered into this 28th day of April, 1987 by and between FILLMORE CITY, a Municipal Corporation, of the State of Utah, hereinafter referred to as "Seller," and AMENITIES GROUP, INC., a California Corporation, hereinafter referred to as "Buyer."

WITNESSETH:

WHEREAS, Seller is desirous of selling, and Buyer is desiring of purchasing, certain real property located in Millard County, Utah, and being more particularly described as follows:

Beginning at the Northeast corner of Lot 3, Fillmore City Industrial Park Subdivision; thence South 38°08'00" East 415.45 feet along the South right-of-way of Industrial Way; thence South 1031.10 feet; thence North 38°08'00" West 1225.49 feet, more or less to the East boundary of Air Way Drive; thence North 51°52'00" East 639.7 feet, more or less to the point of beginning.

EXCEPTING THEREFROM: Property in Airway Drive and Industrial Way, and any utilities above and below ground level constructed on said premises.

herinafter referred to as the "Property;" and,

WHEREAS, the parties hereto have agreed upon certain conditions and covenants concerning the sale which conditions and covenants they desire to be recorded in conjunction with the warranty deed.

NOW THEREFORE, for and in consideration of the mutual covenants, stipulations and conditions set forth herein, the parties covenant and agree as follows:

1. PURCHASE AND SALE. Seller, for the consideration herein set forth and subject to the terms and conditions herein contained, does hereby agree to

sell and convey the Property to Buyer, and Buyer, for the consideration herein set forth and subject to the terms and conditions herein contained, does hereby agree to purchase the Property from Seller.

2. PURCHASE PRICE. Buyer agrees to pay Seller as the purchase price of the Property, the sum of Six Thousand Dollars (\$6,000.00) in cash upon the execution hereof, receipt of such amount is hereby acknowledged.

3. PURCHASE CONDITIONS AND COVENANTS. It is understood by both Seller and Buyer that the Property is being purchased by Buyer for the purpose of constructing a multi-building complex on the Property and adjoining parcels, with such construction to be phased over a period of years. Due to the nature of such purpose, the following conditions and covenants are hereby put upon the sale of the Property. It is agreed that such conditions and covenants shall attach to and run with the Property, and this Agreement and its provisions shall survive the recording of the warranty deed, and shall continue in effect until completed in full by the parties hereto. The conditions and covenants to this sale are:

- A. Seller will freeze all connection fees such as sewer, water and other utilities at April 1, 1987 level and will include a copy of the current fee schedule dated April 1, 1987, with the escrow papers. There will be no sewer, waste treatment or maintenance fees until a building has been constructed and is being physically used upon the Property. Further, all other fees under the control of Seller (application fees, plan check fees, building permit fees, etc.) shall be waived by the Seller.

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- B. Seller will not require an Environmental Impact Report unless toxic materials are to be used by the Company which utilizes the structure(s) or unless the State of Utah requires an impact report to be completed by Buyer.
- C. The latest editions of the following building codes will be used by the Seller concerning all improvements upon the Property:
- (1) Uniform Building Code by International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601
  - (2) Uniform Fire Code by International Conference of Building Officials & Western Fire Chiefs Association, 5360 South Workman Mill Road Whittier, California 90601
  - (3) Uniform Plumbing Code with Utah Amendments by International Association and Plumbing & Mechanical Officials.
  - (4) National Electric Code published by National Fire Protection Association.
- D. Seller shall not sell, transfer, assign, or lease the Property until the Property is improved with a building and associated improvements thereon, and all development plans and improvements shall be approved by Seller prior to the commencement of any improvement, and shall be in conformance with all zoning classifications and regulations of Seller.
- E. Regarding any building which may be constructed upon the Property, it may cover up to eighty percent (80%) of the Property as long as all other development and construction requirements are met, including off street parking requirements and all building codes.
- F. Buyer shall accomplish the following within five (5) years from the date hereof:

- (1) Contact various hotel corporations, including Marriott, to discuss a joint venture in a soap manufacturing company.
  - (2) Advertise the proposed joint venture at least six (6) weeks a year in Los Angeles, California publication.
  - (3) Complete a feasibility study on building a soap factory in the City of Fillmore.
  - (4) If the feasibility study is favorable, within two (2) years of completion of subject study, Buyer will decide upon the type and size of building, and purchase the plans which are necessary for site preparation.
  - (5) Upon receipt of plans explained above, a licensed engineering firm chosen by Buyer will begin site development which will include:
    - (a) Soils testing;
    - (b) A boundary survey and topography surveys;
    - (c) Topography maps and preparation of plans site blueprints;
    - (d) Grading plans;
    - (e) Drainage plans;
    - (f) Utility plans;
      - a. Sewer;
      - b. Water;
      - c. Power;
      - d. Gas;
      - e. Miscellaneous other utilities.
- G. If Buyer decides it is practical to build a soap factory and have the engineering work completed as described above, then within a twelve (12) month period from the completion of points, Buyer will submit a detailed development plan to the Seller, including drawings and artist conceptions to be used by Buyer and Seller to promote this approximately sixty (60.541) acre industrial park. The development plan shall be subject to the Seller's approval.
- H. The construction staking of the Property for the construction of the building to be built shall take place at such time as all of the

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permits, approvals, etc. have been obtained for the construction, and either a private partnership with a company agreeable to both Seller and Buyer has been formed or Seller and Buyer have arranged the issuance of industrial bonds.

I. Upon closing, Buyer will pay his equal share of the closing costs, and Title Insurance shall be furnished to Buyer by Seller at Seller's cost.

J. Seller shall furnish to Buyer copies of the following documents pertaining to the Property within two (2) weeks after the date hereof:

- (1) Recorder's map and official description;
- (2) All survey maps in Seller's possession; and,
- (3) All other documents associated with the Property which may be useful to Buyer.

4. POSSESSION, TAXES AND ASSESSMENTS. Possession of the Property shall be given, and all real property taxes, assessments or other similar charges which accrue or become due upon the Property, shall be prorated between Seller and Buyer as of the date hereof, and Buyer agrees to pay all such taxes, assessments and charges due and payable thereon after it enters into possession thereof.

5. DEFAULT: ATTORNEY'S FEES. The parties hereto agree, that should either of them default in the performance of any of the covenants and/or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fees, which arise or accrue from the enforcement of this Agreement, or in pursuing any remedy provided herein or by applicable federal and/or state laws or statutes. This Agreement shall be construed according to the laws of the State of Utah.

6. SUCCESSORS AND ASSIGNS. It is agreed by the parties hereto that this Agreement shall not be assigned by either party without the prior written

consent of the other party. Subject to the foregoing, this Agreement and all of the covenants, agreements and stipulations herein contained, shall inure to the benefit of and be binding upon Seller and Buyer, their and each of their respective assigns, successors-in-interest and legal representatives.

7. ENTIRE AGREEMENT. This Agreement, together with any exhibits attached hereto, constitutes the entire and integrated agreement between the parties hereto, and supersedes any and all prior written or oral negotiations, understandings or agreements. Neither party is relying upon any statements or understandings not contained herein, made by their respective agents or legal representatives.

8. TERM OF AGREEMENT. This Agreement shall survive the conveyance of title to the Property, and shall continue in force and effect until all covenants, agreements, conditions and stipulations contained herein have been fulfilled.

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement on the date first above written.

ATTEST:

SELLER

CITY OF FILLMORE, a Utah  
Municipal Corporation

By  
Its

Keith L. Gillins  
Mayor

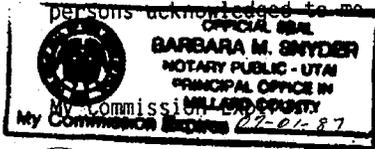
STATE OF UTAH )  
                  ) : ss.  
COUNTY OF Millard )

On the 28<sup>th</sup> day of April, 1987, personally appeared before me \_\_\_\_\_  
Keith L. Gillins, who being by me duly sworn, did say,

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each for himself, that he, the said Keith L. Gillins,  
is the Mayor, of the City of Fillmore, a Utah  
Municipal Corporation, and that she, the said Carol C. Wise,  
is the Recorder, of the City of Fillmore, a  
Utah Municipal Corporation, and that the within and foregoing instrument was  
signed in behalf of such City by authority of its City Council, and such

persons acknowledged to me that they executed the same.



Barbara M. Snyder  
NOTARY PUBLIC, Residing in:

July 1, 1987

IN WITNESS WHEREOF, the undersigned have hereunto executed this Agreement  
on the date first above written.

ATTEST:

BUYER:

AMENITIES GROUP INC  
P.O. BOX 1198  
SINI VALLEY, CA 93066

By DALE R. THARP  
Its PRESIDENT

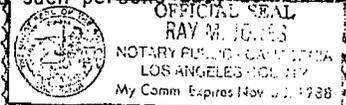
Dale R. Tharp

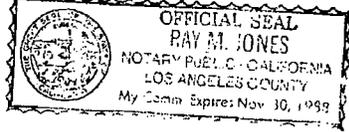
STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On the 11 day of ~~APRIL~~ <sup>MAY</sup>, 1987, personally appeared before me, DALE  
R. THARP and \_\_\_\_\_, who, being by me  
duly sworn, did say, each for himself, that he, the said DALE R. THARP  
is the PRESIDENT of Amenities  
Group, Inc., a California Corporation, and that he, the said DALE R. THARP

\_\_\_\_\_, is the SECRETARY/TREASURER \_\_\_\_\_ of

Amenities Group, Inc., and that the within and foregoing instrument was signed in behalf of Amenities Group, Inc., by authority of its Board of Directors, and ~~such persons~~ duly acknowledged to me that they executed the same.

 OFFICIAL SEAL  
RAY M. JONES  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My Comm Expires Nov 30, 1988  
My Commission Expires:

*Ray M Jones*  
\_\_\_\_\_  
NOTARY PUBLIC, Residing in:  
 OFFICIAL SEAL  
RAY M. JONES  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My Comm Expires Nov 30, 1988

NOVEMBER 30, 1988