

AFTER RECORDING, RETURN TO:  
Ms. Cindy Lund  
Cottonwood Mall Shopping Center, Inc.  
35 Century Park Way  
Salt Lake City, Utah 84115

3443023

ASSIGNMENT

950  
ASSOCIATED TITLE CO.  
REF \_\_\_\_\_  
DEP \_\_\_\_\_  
Helen Dale  
1070

JUN 12 2 58 PM '80

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

FOR VALUE RECEIVED, the undersigned S. M. HORMAN and VEOMA HORMAN, his wife, hereby sell, assign, transfer and set over unto COTTONWOOD MALL SHOPPING CENTER, INC., a Utah corporation, all of their right, title and interest in and to that certain Agreement dated December 15, 1962, made and entered into by and between S. M. Horman and Veoma Horman, his wife, and COTTONWOOD, INC., a non-profit corporation, a copy of said Agreement is attached hereto as Exhibit "A" and is made a part hereof.

IN WITNESS WHEREOF, this Assignment is executed this 12<sup>th</sup> day of May, 1980.

WITNESS:

\_\_\_\_\_

S. M. Horman  
S. M. Horman

WITNESS:

\_\_\_\_\_

Veoma Horman  
Veoma Horman

ACCEPTANCE OF ASSIGNMENT

ATC 79-10425

FOR VALUE RECEIVED, the undersigned, COTTONWOOD MALL SHOPPING CENTER, INC., a Utah corporation, does hereby accept the foregoing and within Assignment and does hereby assume and agree to be bound by and perform each of the terms, covenants and conditions of the Agreement above described on the part of Assignor to be kept and performed.

IN WITNESS WHEREOF, this Acceptance of Assignment is executed this 13<sup>th</sup> day of May, 1980.

ATTEST:

Paul K. Mendonca  
Paul K. Mendonca, Assistant Secretary

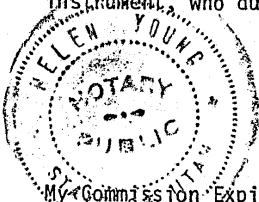
COTTONWOOD MALL SHOPPING CENTER, INC.

BY [Signature]  
G. Rex Frazier, Vice President

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STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 12<sup>th</sup> day of May, 1980, personally appeared before me, S. M. HORMAN and VEOMA HORMAN, his wife, the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.



Helen Young  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah

My Commission Expires:

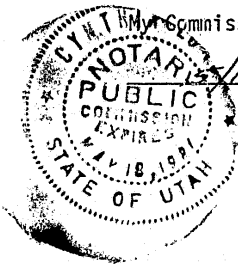
3/20/84

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

On the 6<sup>th</sup> day of June, 1980, personally appeared before me, G. REX FRAZIER and PAUL K. MENDENHALL, who being by me duly sworn, did say that they are the Vice President and Assistant Secretary respectively, of COTTONWOOD MALL SHOPPING CENTER, INC., a Utah corporation, and that said instrument was signed in behalf of said corporation by a resolution of the board of directors and said G. REX FRAZIER and PAUL K. MENDENHALL acknowledged to me that said corporation executed the same.

Cynthia Reed  
NOTARY PUBLIC  
Residing in Salt Lake City, Utah

My Commission Expires:



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EXHIBIT "A"

A G R E E M E N T

This Agreement made by and between S. M. HORMAN, and VEOMA HORMAN, his wife, and COTTONWOOD, INC., a non-profit Utah Corporation, this 15TH day of December, 1962.

W I T N E S S E T H:

WHEREAS, S. M. HORMAN and VEOMA HORMAN, are the owners of that certain property known as the Cottonwood Mall, located at 48th South and Highland Drive, Salt Lake County, Utah, and

WHEREAS, certain disputes have arisen on the operation and extension of the Cottonwood Mall between the owners and residents living within the vicinity of said Mall, said residents having requested Cottonwood, Inc., to intervene and assist them in compromising said disputes, and,

WHEREAS, the said owners have requested the County Commission to rezone ten (10) acres of property, more or less, acquired from Roland Walker and abutting on Memory Lane and Arbor Lane for commercial purposes, and

WHEREAS, the residents have objections to such rezoning unless their properties are adequately protected, and

WHEREAS, the residents now feel that certain operations within the Cottonwood Mall constitute a nuisance, and

WHEREAS, the parties have reached a compromise,

NOW THEREFORE, in consideration of the mutual covenants to be performed by and between the parties it is mutually agreed as follows:

1. The owners, S. M. Horman and Veoma Horman will by Quit-Claim Deed, deed to Cottonwood, Inc., the following described property, subject however, to all existing Mortgages:

The following being in the South West  $\frac{1}{4}$  of the North West  $\frac{1}{4}$  of Section 10, Township 2 South, Range 1 East, Salt Lake Meridian:

Commencing at a point 25 feet, more or less, at the Intersection of Arbor Lane and Memory Lane, said point being at the West line of Memory Lane; thence

West 10 feet, thence following the West line of Memory Lane 10 feet therefrom to <sup>the</sup> point ~~10 feet~~ ~~North~~ of the Northerly line of the Jack H. and Edith Walker property; ~~thence North 57°19' West 130 feet, more or less, to a point 10 feet Westerly of the North West corner of said Walker tract, thence South 40°54' West 116 feet, to a point 10 feet North and West to North East corner of the Forrest N. Cassella property, thence North 57°19' West 149.5 feet to a point 10 feet North and West of said North West corner, thence South 47°54' West 155 feet more or less, to the North line of Big Cottonwood Creek and 10 feet Westerly of said Forrest Cassella property, thence Easterly along Big Cottonwood Creek 10 feet to the property line of Forrest Cassella, North 47°54' East 145 feet, thence South 57°19' East 149.5 feet, thence North 47°54' East 116 feet to the North West corner of Jack H. and Edith Walker property, thence South 54°19' East 120 feet, more or less, to the West line of Memory Lane thence North Easterly along West line of Memory Lane to the place of beginning.~~

*JW*  
*S.M.H.*  
*U.H.*

2. The owners will not construct any commercial or other building at a distance less than one hundred (100) feet from the West line of Memory or Arbor Lanes as they now exist.
3. The owners will plant and maintain shrubs and trees on the ten (10) foot strip deeded to Cottonwood, Inc.,
4. The owners will shield all lights within one hundred (100) feet of the deeded land to eliminate the reflection of the light in an Easterly direction.
5. The existing sign on the Bowling Alley located in said Mall will be caused to become stationary, instead of turning as it now does.
6. No easement shall be requested by the owners along said 10 foot strip unless requested by a majority of the residents abutting said 10 foot strip.
7. Cottonwood, Inc., will appear, by its duly authorized representative, before the County Commission at a hearing to be held on December 19, 1962, on the applications of S. M. Horman for rezoning of the 10 acre plat and consent to said rezoning as applied for and as approved by the Salt Lake County Planning Commission.
8. Cottonwood, Inc., will not lend its financial or other support

*IN THE EVENT THE RESIDENTS GRANT AN EASEMENT OVER THE 10 FOOT STRIP, COTTONWOOD INC WILL EXECUTE A QUIT CLAIM TO GRANTORS FOR SAID RIGHT OF WAY.*

*JW*  
*S.M.H.*  
*U.H.*

to any person or persons resisting said application.

9- THE COPY OF THIS DEED IS FILED (SEE REVERSE)

This Agreement shall be binding on the successors, heirs or assignees of the parties hereto.

Signed the day and year first above written.

S. A. Horman  
S. A. HORMAN

Veoma Horman  
VEOMA HORMAN

COTTONWOOD, INC.,

By Laury Miller  
President

ATTEST:

Barbara L. Tanner  
Secretary

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 15<sup>TH</sup> day of December, 1962, personally appeared before me S. A. Horman and Veoma Horman, the signers of the above Agreement who duly acknowledged to me that they executed the same.

Howard J. Moody  
Notary Public  
Residing in: Salt Lake

My Commission expires:  
1-16-66

STATE OF UTAH }  
COUNTY OF SALT LAKE } ss.

On the 15<sup>TH</sup> day of December, 1962, personally appeared before me, Laury Miller, President, and Barbara Tanner, Secretary, of Cottonwood, Inc., who, being by me duly sworn, did say that he is the President and she is the Secretary and that said instrument was signed in behalf of said Corporation by resolution of its Board of Directors and said Laury Miller and Barbara Tanner acknowledged to me that Corporation executed the same.

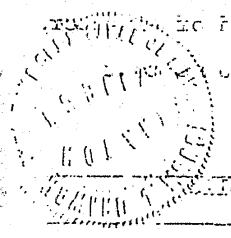
Howard J. Moody  
Notary Public  
Residing in: Salt Lake

My Commission expires:  
1-16-66

COPY

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9. COTTENWOOD INC. AGREES TO QUIT CLAIM DEED SAID <sup>SM</sup> PROPERTY TO S. M. HORDMAN IF PROPERTY IS USED FOR ANY OTHER PURPOSE BY COTTENWOOD INC. THAN 1.7M H. HEREIN DESCRIBED. J. H.



COPY

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