

THIS AGREEMENT made this 28th day of July, A. D., 1937, between PETE GEORGIDES, IRENE C. GEORGIDES, IRENE A. GEORGIDES and IRENE G. GEORGIDES, copartners, doing business as the Star Theatre Building Company, first parties, and C. E. HUIISH, second party,

W I T N E S S E T H:

WHEREAS, the second party is the owner of the following described real property in the City of Price, County of Carbon, State of Utah, to-wit:

Beginning at a point 126 feet East from the Northwest corner of Lot 3, Block 27, Price Townsite Survey, and running thence South $114\frac{1}{2}$ feet; thence East 55 feet; thence North $114\frac{1}{2}$ feet; thence West 55 feet to the place of beginning;

and

WHEREAS, said first parties are the owners of the following described real property with a building thereon in said City of Price, County of Carbon, State of Utah, to-wit:

Beginning at a point 80 feet East of the Northwest corner of Lot 3, Block 27, Price Townsite Survey, thence South $99\frac{1}{2}$ feet; thence East 6 feet; thence South 15 feet; thence East 40 feet; thence North $114\frac{1}{2}$ feet; thence West 46 feet to the place of beginning;

which said last described real property adjoins on the West the first above described real property of second party on the East; and

WHEREAS said second party is about to erect a building on his said real property above described, and desires to attach to the East wall of the said building on first parties said real property:

NOW, THEREFORE, in consideration of the sum of Two Hundred Fifty Dollars (\$250.00), receipt whereof is hereby acknowledged, paid by the second party to the first parties, it is hereby covenanted and agreed by the parties hereto for themselves, and their respective heirs, executors, administrators and assigns, as follows:

That the right to attach to and connect with said wall of first parties, for the purpose of building a building, is hereby granted.

It is understood and agreed that the second party will comply with all of the laws of the State, County and City, with regard to attaching to said wall.

It is understood and agreed that the East exit of the Star Theatre building will not be closed but will be connected with a joint exit with the said building to be erected by second party.

It is understood and agreed that nothing herein contained shall prevent the first parties from adding another story to their said building, and the second party is not to do anything in the construction of his said building to prevent the first parties from so doing.

It is understood and agreed between the parties hereto, for themselves, and their respective heirs, executors, administrators and assigns, that this Agreement shall be perpetual, and the covenants herein contained shall run with the parcel of land of the second party above described.

It is understood and agreed that this Agreement shall not have the effect to convey to the second party the fee to any part of the land owned by the first parties prior to the execution hereof; the creation of the right to the use of said wall being the sole purpose hereof.

WITNESS the hands of the parties above named, hereunto set the day and year first above written

C E Huish
Second Party

Pete Georgides

Irene C Beorgides

Irene A. Georgides

Irene G Georgides
Her Attorney

By Pete Georgides In Fact
Copartners, doing business as
the Star Theatre Building
Company

Executed the presence of:

Mel Taylor

First Parties

State of Utah,)
County of Carbon.) ss.

On the 28th day of July, A. D., 1937, personally appeared before me PETE GEORGIDES, IRENE C. GEORGIDES, and IRENE A. GEORGIDES, copartners, doing business as the Star Theatre Building Company, the signers of the above instrument as first parties, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL)

My commission expires:

June 1st, 1939.

Marl D. Gibson
Notary Public, Residing at
Price, Utah.

State of Utah,)
County of Carbon.) ss.

On the 28th day of July, A. D., 1937, personally appeared before me PETE GEORGIDES, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of IRENE G. GEORGIDES, one of the copartners, doing business as the Star Theatre Building Company, and acknowledged to me that he subscribed the name of Irene G. Georgides thereto as principal, and his own name as attorney in fact.

(SEAL)

My commission expires

June 1st, 1939.

State of Utah,)
County of Carbon.) ss.

Marl D. Gibson
Notary Public, Residing at
Price, Utah.

On the 28th day of July, A. D., 1937, personally appeared before me C. E. HUISSH, the signer of the above instrument as second party, who duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL)

My commission expires:

June 1st, 1939.

Marl D. Gibson
Notary Public, Residing at
Price, Utah

ASSIGNMENT OF AGREEMENT

In consideration of the sum of One Dollar (\$1.00) to us paid by Star Enterprises, Inc., we hereby assign to it and its assigns, the within Agreement and all of our rights and interest therein.

November 1, 1940.

C. E. Huish

Margaret Huish
Wife of C. E. Huish

State of Utah,)
County of Carbon) ss.

On the 17th day of February, 1941, personally appeared before me C. E. HUISH and MARGARET HUISH, his wife, the signers of the above Assignment of Agreement, who duly acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL)

Marl D. Gibson
Notary Public

Residing at Price, Utah.

My commission expires:

June 1, 1943.

Recorded March 5, 1941, at 2 p.m. at the request of Marl D. Gibson, Price, Utah

Katie Liddell
County Recorder