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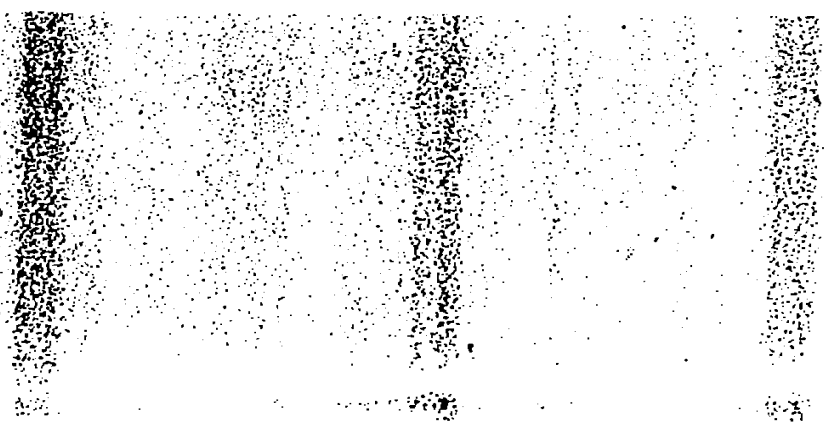
E# 1253428 BK1685 FG1682
DOUG CROFTS, WEBER COUNTY RECORDER
25-OCT-93 847 AM FEE \$0.00 DEP MH
REC FOR: STATE OF UTAH (FI)

SPECIAL WARRANTY DEED

OGDEN CITY CORPORATION AND WEBER COUNTY, AS GRANTOR(S),
County of Weber, State of Utah, hereby CONVEY and do hereby
covenant, promise and agree to and with the Grantee named herein,
that against the claim of all persons through or under it only, it
will forever WARRANT to STATE OF UTAH, DIVISION OF FACILITIES
CONSTRUCTION & MANAGEMENT, a Division of the Department of
Administrative Services, AS GRANTEE of Salt Lake City, County of
Salt Lake, State of Utah, for the sum of TEN DOLLARS AND OTHER
VALUABLE CONSIDERATION, the following described tract of land in
Weber County, State of Utah, to-wit:

All of Lot 9, in Block 19, Plat "A" of Ogden City Survey, according
to the official plat thereof, excepting the South 2.25' of Lot 9,
Block 19, Plat A, Ogden City Survey, Weber County, Utah earlier
conveyed by deed instrument from Grantors to Continental Baking
Company as Grantee.

1. Said property is included within the boundaries of
the Weber Basin Water Conservancy District, Mosquito Abatement
Fund, the Central Weber Sewer Improvement District, Ogden City and
the Ogden City School District and is subject to the applicable
charges and assessments thereof.
2. Subject to the Terms and Conditions of that certain
Agreement Regarding Release of Existing Common Wall Agreement,
Substitution of Wall Stabilization and Structural Integrity
Agreement in lieu thereof and further provisions regarding absolute
title vesting in remaining wall to Continental Baking Company, and
granting of access easement for purposes of future repair and

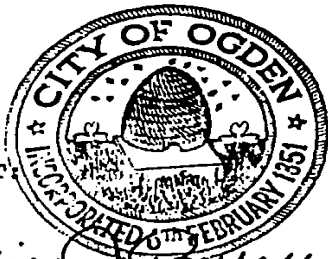


maintenance of wall, copy annexed as Exhibit A and incorporated herein by reference.

3. Rights of way for roads, ditches, canals, telephone and transmission lines or utilities across said property, or which may be ascertained by an inspection or survey.

IN WITNESS WHEREOF, OGDEN CITY CORPORATION AND WEBER COUNTY have caused the foregoing Instrument to be executed in their Corporate names and by their authorized representatives under their respective seals, pursuant to the authority granted to them, this 6th day of October, 1993.

OGDEN CITY, a Utah Municipal Corporation



By: [Signature]
Glenn J. Mechem, Mayor

ATTEST:

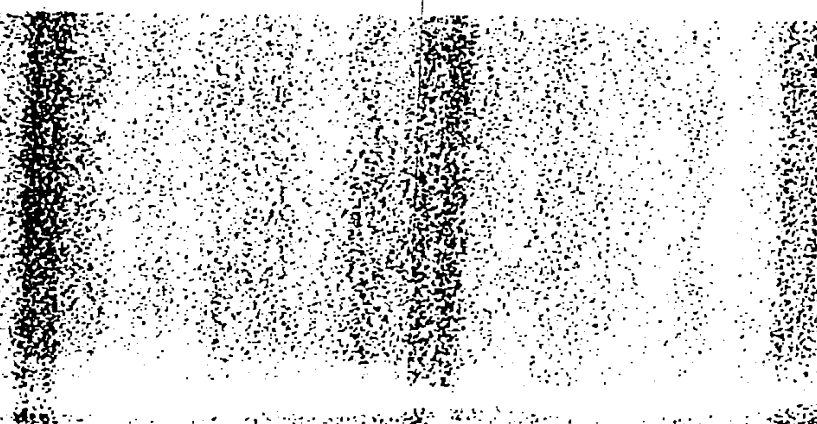
[Signature]
Gloria J. Befrett, City Recorder

WEBER COUNTY, a Utah body politic

By: [Signature]
Chairman, Weber County Commission

ATTEST:

[Signature]

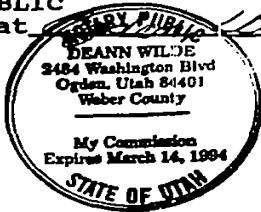


STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 6th day of October, 1993, personally appeared before me Glenn J. Mecham and Gloria J. Berrett who by me being duly sworn, on oath, did say that they, the said Glenn J. Mecham, is the Mayor, and she, Gloria J. Berrett, is the City Recorder of Ogden City Corporation, and that the within and foregoing instrument was signed in behalf of said Ogden City, a Utah municipal corporation, by said officials.

Deann Wilde
NOTARY PUBLIC
Residing at _____

My Commission Expires:
3/14/94

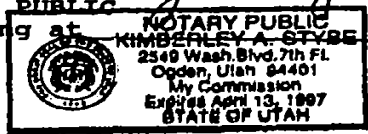


STATE OF UTAH)
 :SS
COUNTY OF WEBER)

On the 6 day of October, 1993, personally appeared before me Glenn J. Mecham who by me being duly sworn, on oath, did say that he is the Chairman of the Weber County Commission, and that the within and foregoing instrument was signed in behalf of said Weber County, a Utah body politic, by said officials.

Kimberly A. Styrbe
NOTARY PUBLIC
Residing at _____

My Commission Expires:



AGREEMENT REGARDING RELEASE OF EXISTING COMMON WALL AGREEMENT,
SUBSTITUTION OF WALL STABILIZATION AND STRUCTURAL INTEGRITY
AGREEMENT IN LIEU THEREOF, AND FURTHER PROVISIONS
REGARDING ABSOLUTE TITLE VESTING IN REMAINING WALL
TO CONTINENTAL BAKING COMPANY, AND GRANTING OF ACCESS
EASEMENT FOR PURPOSES OF FUTURE REPAIR AND MAINTENANCE OF WALL

This Agreement is entered into by and between Ogden City, a Utah municipal corporation ("City"), Weber County, a Utah county and body politic of the State of Utah ("County"), the State of Utah, Division of Facilities Construction and Management ("DFCM") and Continental Baking Company, a corporation qualified to do business in the State of Utah and a subsidiary of the Ralston Purina Company ("Continental").

RECITALS

The parties are mutually desirous of entering into this Agreement for the purpose of facilitating the sale by the City and County to DFCM of that certain property (the "Property") located in Ogden City, Utah at the location of 1551 Grant Avenue and being more particularly described as follows:

All of Lot 9, Block 19, Plat A, Ogden City Survey

The Property is presently subject to that certain Real Estate Contract of Purchase and Sale, Contract No. 93-1822 dated October 28, 1992 between the City and County as Seller and DFCM as Buyer.

The Property is presently subject to that certain Agreement (the "Party Wall Agreement") dated January 14, 1957 between Swift & Company, the predecessor in interest of the Property to the City and County and Continental. The Party Wall Agreement sets forth the terms and conditions of a common party wall agreement between the parties as to that particular party wall constructed on the south boundary between their respective adjoining properties, Lots 9 and 10, Block 19, Plat A, Ogden City Survey, Weber County, Utah. A copy of this Agreement is annexed, marked Exhibit A, and incorporated herein by reference.

It is the intent and desire of DFCM to close its purchase of the Property from the City and County, demolish the existing building located on the Property commonly known as the Annex Building, and proceed with construction of a new Courts building with accompanying surface parking to be situated on the Property and adjoining acreage acquired by DFCM from the local Elks Club.

As a condition to a sale closing of the Property, it is necessary for Continental to Release the Party Wall Agreement and enter into a Substitute Agreement in Lieu thereof providing for adequately maintaining the Structural Integrity and Seismic Bracing of the Party Wall following the demolition and removal of the Annex Building and portions of the party wall as requisite for the design and construction of the new Courts building with accompanying parking and landscaping.

WITNESSETH

Now, therefore in consideration of the premises plus other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, County, DFCM and Continental covenant and agree as follows:

(1) Release of Party Wall Agreement. In consideration of this Agreement and its substitute provisions with respect to Party Wall Structural Integrity and Seismic Stabilization to be followed in conjunction with the Annex Building demolition and removal of portions of the Party Wall, Continental hereby releases in its entirety the Party Wall Agreement and all of the terms, conditions and provisions thereof.

(2) Party Wall Stabilization and Seismic Integrity Covenants. DFCM as the successor in interest of the Property to the City and County covenants and agrees that in proceeding with the demolition process of the Annex Building and removal of the upper portion of the Party Wall, DFCM, its contractors, agents, and employees shall comply in all respects with the Selective Demolition Plans and

Specifications as the same relate and pertain to the Party Wall prepared by ARW Engineers, dated March 5, 1993, marked Exhibit B, annexed hereto and incorporated by reference. DFCM shall submit the Selective Demolition Plans and Specifications to Continental for approval which approval shall not be unreasonably withheld or delayed. Any change to the Selective Demolition Plans and Specifications specifically related and pertaining to the Party Wall shall be submitted to Continental for approval, which approval shall not be unreasonably withheld or delayed. DFCM shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the demolition and construction work. It shall take all reasonable precautions for the safety of, and shall provide all reasonable protection 1) to prevent damage to Continental's property, 2) to minimize interference with Continental's use of Continental's property, including minimization of air-borne dust, particularly during production times, 3) to provide temporary walkway protection on the roof and to coordinate times when DFCM employees or agents will be on Continental's roof with Darrell Ogden or his designee, 4) to clean-up the Property upon completion of the work, and 5) to complete the work in a timely manner. DFCM shall indemnify and hold harmless Continental against all claims, damages, losses and expenses, including attorneys fees, caused by DFCM, its contractors, agents, or employees. Continental shall indemnify and hold harmless DFCM against all claims, damages, losses and expenses, including attorneys fees, caused by Continental, its contractors, agents or employees.

(3) City, County Quit Claim of Strip of Land to Assure Absolute Fee Ownership of Party Wall being Vested in Continental. Concurrently with the signing of this Agreement, and prior to closing of the Property acquisition by the State, the City and County shall execute their respective quit claim deeds in the form annexed as Exhibit C to convey to Continental that certain strip of land to assure absolute fee ownership in Continental of the Party

Wall and all portions thereof in consideration of Continental's payment of the sum of \$1,200.00.

(4) DFCM Grant of Access Easement to Continental for Purposes of Repair and Maintenance of Party Wall Following Demolition of Annex Building and Acquisition of Property by DFCM. As an inducement for Continental to Release the Party Wall Agreement, DFCM as the successor in interest to the City and County of the Property covenants and agrees to provide Continental with an easement 5 feet wide by 123 feet long for the purpose of periodic entry and occupancy of that portion of the Property which presently abutts the existing new Party Wall and following demolition of the Annex Building and construction of the Wall in accordance with the Selective Demolition Plans and Specifications as shall be reasonably necessary for ongoing repair and maintenance to the entire Wall of Continental's building and an easement of 5 feet by 210.5 feet for the purpose of ongoing repair and maintenance of the remainder of Continental's wall and fence following the Annex Building demolition. DFCM covenants and agrees to facilitate access to the requisite portions of the Property for utilization of such easement access by Continental.

(5) Continental Duty of Repair and Maintenance to Wall. Continental acknowledges, covenants and agrees to keep, repair, and maintain in good condition and repair at its cost and expense the Wall as remains following completion of the Annex Building demolition and completion of construction of the Wall in accordance with the Selective Demolition Plans and Specifications.

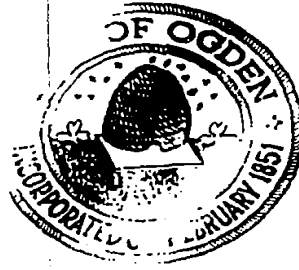
In Witness Whereof, the parties have executed this Agreement through their respective authorized representatives.

OGDEN CITY CORPORATION

By: Paul Hudak

ATTEST:

Alvin J. Bennett
City Recorder



WEBER COUNTY

BY Ernest J. Stokke

ATTEST:

Dee Luffman

STATE OF UTAH, DIVISION OF
FACILITIES CONSTRUCTION AND
MANAGEMENT



By: Kevin J. ...

Sharon Annette Julander

CONTINENTAL BAKING COMPANY

By: Ronald E. Justice
Vice President of Operations

ATTEST:

Katherine L. Gayer
Asst Corporate Secretary

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