

## COX SHOPPING CENTER DEVELOPMENT AGREEMENT

**WHEREAS**, this agreement made and entered into this 20 of MARCH, 1996 by and between PROVO CITY CORPORATION, a municipal corporation in the State of Utah, hereinafter referred to as "City" and Bryan Dell Cox, herein referred to as the "developer".

### WITNESS:

**WHEREAS**, Developer is the owner of certain real property located at 2000 West Center Street in the City of Provo parcel numbers 21:012:0019,0021,0022,0025,0027, commonly known as the Dell Cox Family Partnership property, which property the Developer desires to develop, and

**WHEREAS**, Developer has agreed to execute a Recordable agreement to dedicate one-half (½) of the future street located approximately at 130 North 2050 West, and full width on a portion of the property to the east, in Provo City (see description below, and attached map), and

**WHEREAS**, City has agreed to dedicate one-half (½) of future street located at 130 North 2050 West, in Provo City (see description below, and attached map), and

**WHEREAS**, the city's and developer's responsibilities are limited to the dedication of land for said road , and

**WHEREAS**, by agreement between City and Developer, street improvements of 130 North 2050 West will be installed at the expense of the developer(s) to the east of the Cox property, parcel numbers 21:012:0015, 0017, 0018, 0026, 0078, 0079 at a later date when said properties are developed, and

**WHEREAS**, Developer has agreed to close access from 70 North, and have absolutely no through vehicular traffic, and to block said access by installing curb and gutter for proposed parking lot, and

**WHEREAS**, Developer agrees to use said new road for ingress and egress of property as the only access off of Geneva Road at which time said new road is built, and

- A. To obtain a notice of interest on the road easement in perpetuity until at such time the road is improved.

7. Recordation of this agreement with the Utah County Recorder's Office shall be notice to the world and shall be a covenant running with the land, the legal description of which is as follows:

Cox Property to be dedicated:

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COMMENCING SOUTH 1122 FT. AND N 89 W 54.63 FT AND S 26 W 218.24 FT FROM THE WEST 1/4 CORNER OF SECTION 2, T 7 S, R 2 E SLBM: THENCE, S 89 E 385.74 M OR L; N 0 10' W 28 FT M OR L; S 89 31' E 74.14 FT M OR L; S 0 10' W 56 FT M OR L; S 89 W 365 FT M OR L; N 0 26' E 28 FT M OR L TO THE POINT OF BEGINNING. And,

City Property to be dedicated:

COMMENCING SOUTH 1122 FT. AND N 89 W 54.63 FT AND S 26 W 218.24 FT FROM THE WEST 1/4 CORNER OF SECTION 2, T 7 S, R 2 E SLBM: THENCE, N 0 26' E 28 FT M OR L; S 89 E 285.74 FT M OR L; S 0 10' W 28 FT M OR L; S 89 W 285.74 FT M OR L TO THE POINT OF BEGINNING

8. The improvements to be covered by this agreement are limited to those specifically enumerated above and may not be changed without the written consent of both parties.
9. Any notice to be given under the provisions of this agreement shall be given by placing a written notice in the United States mail postage prepaid to the following addresses:

City of Provo  
P.O. Box 1849  
Provo, Utah 84603-1849

Bryan Dell Cox  
214 North University Avenue  
Provo, Utah 84601

10. Both parties agree that the whole and entire agreement between the parties is contained in this written agreement and that any oral agreement heretofore made are encompassed and included in this agreement and that this document represents the parties agreement in its entirety and any oral statements made by any of the parties or their agents shall not be binding unless included herein.
11. Both parties agree that if for any reason any portion or provision of this agreement is held invalid the remaining portion and provisions shall continue in full force and effect.

WHEREFORE, both of the parties hereto, having read the foregoing understood and agreed to the same, have now set their hands on the day and the year first written above.

**WHEREAS**, The developer agrees to provide joint access to the Rupper property parcel Number 21:012:0028 on the corner of Center Street and Geneva Road through the Cox development, and will be provided for in the Cox preliminary plan, and

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**WHEREAS**, City has agreed to vacate 70 North Street, parcel number 21:012:0024, when the new alignment at approximately 130 North 2050 West is dedicated and the existing two (2) homes to the east that use 70 North for street frontage are removed and the two homes next to Geneva road use said road for their legal frontage.

**NOW, THEREFORE**, in consideration of the following promise and covenants of the parties, the parties hereto mutually agree, promise and covenant as follows:

1. City and Developer hereby agree to dedicate the road easement at the location described below, and will have no obligation to pay for said road improvements.
2. City and Developer hereby agree that said road improvements are the responsibility of the future developer(s) of the properties to the east, parcel numbers 21:012:0015, 0017, 0018, 0026, 0078, 0079, by requiring off-site improvements for proposed subdivision.
3. City and Developer hereby agree that the road improvements may be delayed in construction indefinitely, due to the east properties not developing.
4. The development of this property, parcel numbers 21:012:0019, 0021, 0022, 0025, 0027, will conform to the preliminary plan as approved by the Provo City Planning Commission.
5. Joint access to the Rupper property parcel Number 21:012:0028 on the corner of Center street and Geneva Road will be provided for in the Cox preliminary plan. At the time of rezoning and preliminary plan approval of the Rupper property, Provo City will require of said property joint access to the Cox Development. Such access will provide for an integrated shopping center development.
6. The parties hereto agree that this document may be recorded for the following purposes.

PROVO CITY CORPORATION

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George O. Stewart  
Mayor



ATTEST:

Marilyn Perry, City Recorder  
Dated this 19 day of April, 1996

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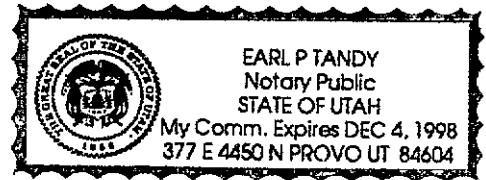
  
Bryan Dell Cox

STATE OF UTAH

: ss.

COUNTY OF UTAH

On this 20 day of MARCH, 1996, personally appeared before me BRYAN DELL COX who being by me duly sworn did say that he/she is the Developer of the Cox property, and hereby agrees to said document and acknowledges the same.

  
NOTARY PUBLIC

My Commission Expires:

12/4/98

Residing in UTAH County, UTAH

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Parks and Recreation has reviewed this document.

COX SHOPPING CENTER  
DEVELOPMENT AGREEMENT



EXHIBIT A

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