

DUPLICATE ORIGINAL
ASSIGNEE COUNTERPART

#39133

Page 1

5066535

15 MAY 91 02:22 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
VAN COTT BAGLEY CORNWALL & MCCARTHY
50 S MAIN SUITE SUITE 1600 SLC, UT 84144
REC BY: REBECCA GRAY, DEPUTY

ASSIGNMENT AND ASSUMPTION OF EASEMENT

5066535

FOR VALUE RECEIVED, UPLAND INDUSTRIAL DEVELOPMENT COMPANY ("Assignor"), a Nebraska corporation, acting by and through its duly authorized *Senior Vice* President, has ASSIGNED AND TRANSFERRED, and by these presents does ASSIGN AND TRANSFER unto KULMER & SCHUMACHER, a Utah general partnership ("Assignee") all of Assignor's right, title and interest in and to that certain Easement Deed and Agreement dated August 30, 1985 by and between American Photo Group Corp. and Assignor, identified in the records of Assignor as Audit No. 39133, and recorded on September 5, 1985 in the records of the County Recorder of Salt Lake County, Utah in Book 5688 at Pages 570 through 575 ("Easement") covering the real property described in Exhibit A and benefitting the real property described in Exhibit B which was conveyed by Assignor to Assignee by Special Warranty Deed dated May 23, 1990, identified in the records of Assignor as UPRC Law Department Document No. 8-3460-6-1, Audit No. 44186.

TO HAVE AND TO HOLD the Easement unto Assignee, its successors and assigns. This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Easement.

Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Easement accruing after the 12th day of July, 1990, and (b) indemnify and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Easement after the 12th day of July, 1990, and (2) claims under the Easement by the Grantors named in the Easement accruing after the 12th day of July, 1990.

All exhibits attached to this Agreement are incorporated herein for all purposes.

The covenants, agreements, representations, and warranties contained herein shall inure to and be binding upon the parties, their successors and assigns.

BK6316Pg0844

Dated the _____ day of _____, 1990.

In Presence of:

UPLAND INDUSTRIAL DEVELOPMENT
COMPANY (Assignor)

Barbara Holden

By [Signature]
Sr. Vice President

Attest:

[Signature] (Seal)
Assistant Secretary

In Presence of:

KULMER & SCHUMACHER, a Utah
General Partnership (Assignee)

[Signature]

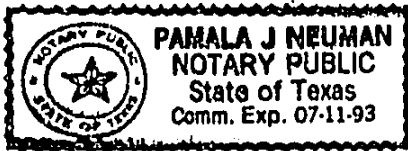
By [Signature]
Morris H. Kulmer
General Partner

By _____
Kern Schumacher
General Partner

STATE OF TEXAS)
)
COUNTY OF DALLAS)

BEFORE ME, the undersigned authority, on this day personally appeared R. D. Ulrich, Sr. Vice President of UPLAND INDUSTRIAL DEVELOPMENT COMPANY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of August, 1990.



Pamala J. Neuman
Notary Public, State of Texas

My commission expires: 7-11-93

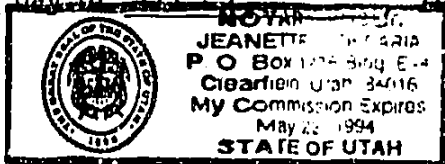
(SEAL)

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STATE OF UTAH)
 Davis) ss.
COUNTY OF ~~SALT LAKE~~)

BEFORE ME, the undersigned authority, on this day personally appeared Morris H. Kulmer, a General Partner of KULMER & SCHUMACHER, a Utah general partnership, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said partnership.

8th day of May, 1991
GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this



Jeanette Garcia
NOTARY PUBLIC
Residing at: Clearfield, Utah

My Commission expires: 5/22/94

(SEAL)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

BEFORE ME, the undersigned authority, on this day personally appeared Kern Schumacher, a General Partner of KULMER & SCHUMACHER, a Utah general partnership, known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said partnership.

_____ day of _____, 1990.
GIVEN UNDER MY HAND AND SEAL OF THIS OFFICE this

NOTARY PUBLIC
Residing at: _____

My Commission expires: _____

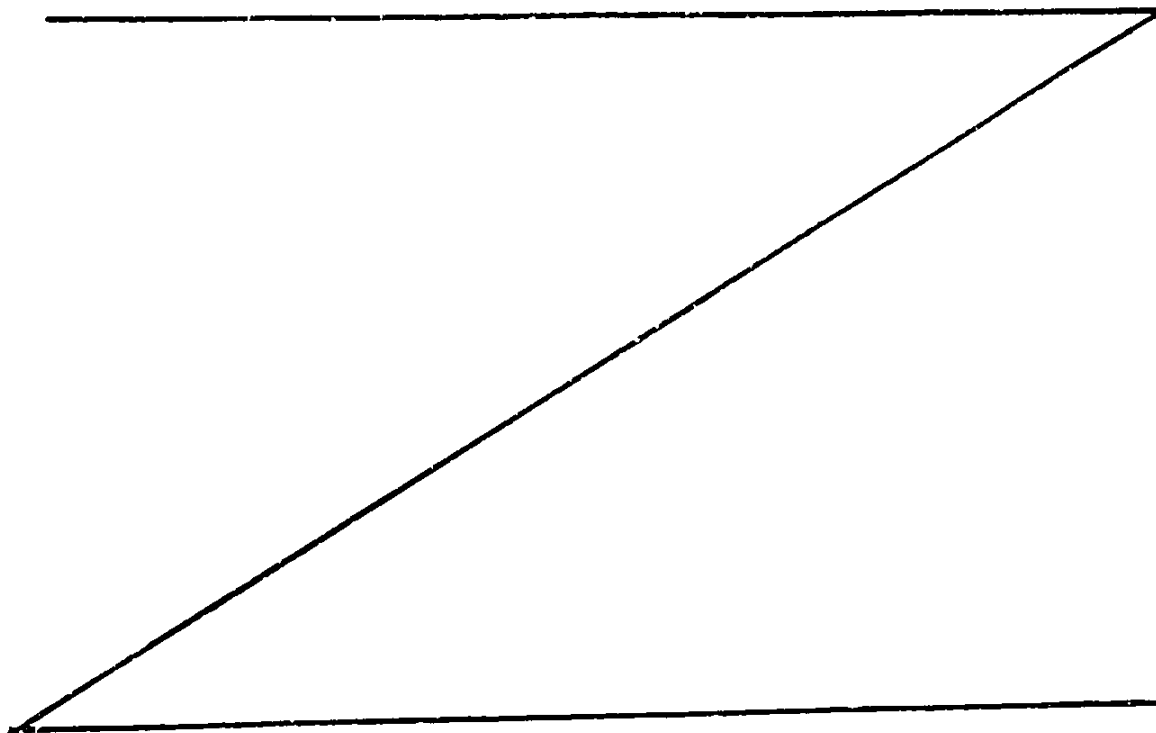
(SEAL)

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EXHIBIT A

A parcel of land being a portion of Lot 1, Centennial Industrial Park, Phase III, located in Section 17, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake City; Salt Lake County, Utah, recorded September 23, 1977, as Entry No. 3001204, in the Office of the Recorder of said County, bounded and described as follows:

BEGINNING at a point South 89 degrees 56 minutes 40 seconds East 62.01 feet and South 89 degrees 50 minutes 04 seconds East 174.13 feet from the Southwest Corner of said Lot 1, and running thence North 02 degrees 15 minutes 36 seconds West 26.12 feet to the North Line projected of an existing rolled gutter; thence South 89 degrees 51 minutes 25 seconds East along said North Line 555.98 feet; thence North 77 degrees 24 minutes 26 seconds East along said North Line 26.33 feet; thence South 89 degrees 51 minutes 25 seconds East along said North Line 10.05 feet to the East Line of said Lot 1; thence South 00 degrees 09 minutes 56 seconds West along said East Line 32.13 feet to the South Line of Grantors Property; thence North 89 degrees 50 minutes 04 seconds West along said South Line 590.61 feet to the Point of BEGINNING. Contains 0.359 Acres. (15,626 Square Feet).

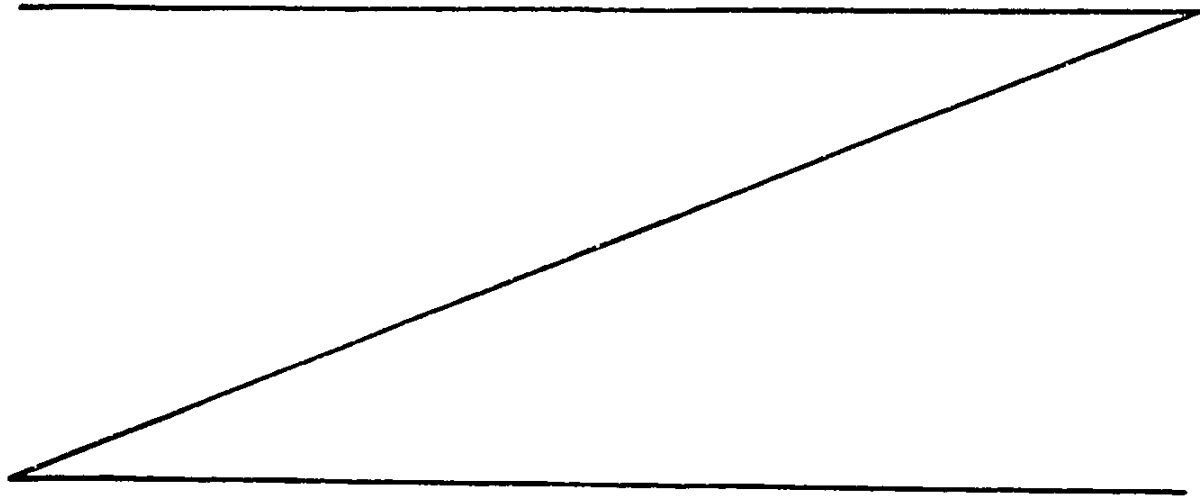


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EXHIBIT B

A parcel of land being a portion of Lot 1, CENTENNIAL INDUSTRIAL PARK, PHASE III, located in Section 17, Township 1 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, recorded September 23, 1977, as Entry No. 3001294, in the Office of the Recorder of said County, bounded and described as follows:

BEGINNING at a point South 89°56'40" East 62.01 feet and South 89°50'04" East 174.13 feet and North 02°15'36" West 26.12 feet from the Southwest corner of said Lot 1, and running thence North 02°15'36" West 70.27 feet; thence North 46°14'01" West 65.13 feet; thence North 0°04'39" East 64.95 feet; thence North 44°55'21" West 9.99 feet; thence North 0°04'39" East 185.66 feet to a point of intersection with the Westerly prolongation of the Southerly line of that certain parcel of land heretofore conveyed by UNION PACIFIC LAND RESOURCES CORPORATION to WESTERN SHEET METAL, INC. by Warranty Deed dated July 19, 1978; thence South 89°50'04" East along said Southerly line and the Westerly and the Easterly prolongations thereof, a distance of 649.31 feet to a point on the East line of said Lot 1; thence South 0°09'56" West along said East line 366.75 feet to a point on the North line of an existing rolled gutter; thence North 89°51'25" West along said North line 10. feet; thence South 77°24'26" West along said North line 26.33 feet; thence North 89°51'25" West along said North line 555.98 feet to the point of BEGINNING.



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