

11018740

08/26/2010 04:20 PM \$24.00

Book - 9852 Pg - 6266-6273

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH
STOEL RIVES

201 S MAIN STE. 1100

SLC UT 84111

BY: ZJN, DEPUTY - WI 8 P.

WHEN RECORDED, MAIL TO:

J. Keith Adams, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

Parcel No. 15-01-227-053**ASSIGNMENT OF GROUND LEASE**

THIS ASSIGNMENT ("Assignment") is executed as of July 19, 2010, by and between Royal L. Tribe, III, as Successor Trustee of THE ROYAL ~~LO~~ TRIBE FAMILY TRUST, under an Amended and Restated Declaration of Trust dated February 25, 2005, 1369 Princeton Avenue, Salt Lake City, Utah 84105 ("Assignor"), and MATTHEW R. TRIBE, P.O. Box 71344, Los Angeles, CA 90071, as to an undivided one-half (1/2) interest, and TARA TRIBE MEADE, 939 Greenwood Terrace, Salt Lake City, Utah 84105, as to an undivided one-half (1/2) interest ("Assignees"), in contemplation of the following facts and circumstances:

RECITALS

- A. Assignor is presently the holder of a 50% interest as a landlord under that certain Ground Lease more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "Ground Lease").
- B. The Ground Lease relates or pertains to that certain real property, more particularly described on Exhibit "B" attached hereto and incorporated herein by reference (the "Real Property").
- C. Pursuant to The Royal L. Tribe Family Trust, under an Amended and Restated Declaration of Trust dated February 25, 2005 (the "Trust"), upon the death of the survivor of Royal L. Tribe and his wife, Joyce I. Tribe, any interest the Trust holds in Ground Lease and the Real Property, shall be divided equally between the Assignees, who are the grandchildren of Royal L. Tribe and Joyce L. Tribe, to be distributed to them outright, and free of trust.
- D. Joyce I. Tribe died on April 26, 2010.
- E. Royal L. Tribe died on June 10, 2010.

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by and between the parties to the Assignment, as follows:

1. **Assignment.** Assignor hereby assigns, conveys, transfers and sets over unto Assignees, all of Assignor's right, title and interest in, to and under the Ground Lease, including, without limitation, all claims and causes of action thereunder or with respect thereto, subject to the rights of the other parties under the Ground Lease.

2. **Notice to Tenant.** Following the execution and conveyance of this Assignment, Assignees shall give notice to the Tenant under the Ground Lease that Assignees have acquired the Real Property and own the Assignor's interest in the Ground Lease.

3. **Assumptions.** Assignees assume all of the Assignor's obligations, duties, responsibilities, and liabilities under the Ground Lease.

4. **Successors.** This Assignment shall be binding on and inure to the benefit of the parties to it, their heirs, executors, administrators, successors in interest, and assigns.


5. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

6. **Governing Law.** This Assignment shall be governed and construed in accordance with Utah law.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

THE ROYAL L. TRIBE FAMILY TRUST

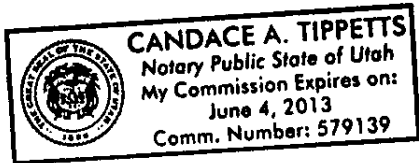
By 

Royal L. Tribe, Successor Trustee

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On the 19th day of July, 2010, personally appeared before me
ROYAL L. TRIBE, III, as Successor Trustee of THE ROYAL L. TRIBE FAMILY TRUST,
the signer of the within instrument, who duly acknowledged to me that he executed the same.

Candace A. Tippetts
NOTARY PUBLIC



ASSIGNEES:

Matthew R. Tribe
Matthew R. Tribe

STATE OF _____)
 : ss.
COUNTY OF _____)

On the 20 day of JULY, 2010, personally appeared before me
MATTHEW R. TRIBE, the signer of the within instrument, who duly acknowledged to me
that he executed the same.

**PLEASE SEE ATTACHED ACKNOWLEDGMENT WITH
APPROPRIATE NOTARIAL WORDING
& NP SIGNATURE & SEAL.**

NOTARY PUBLIC

RS

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of LOS ANGELES }
 On July 20, 2010 before me, RACHELL S. MORRIS, NP
Date Here Insert Name and Title of the Officer
 personally appeared MATTHEW TRIBE
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: GROUND LEASE

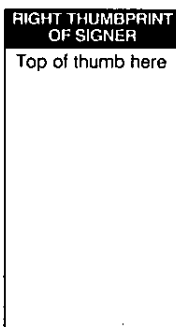
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

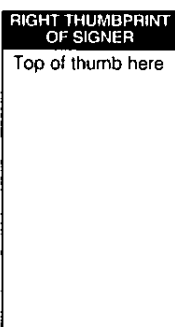
Signer's Name: _____ Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

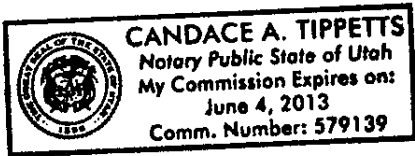


Signer Is Representing: _____

Tara Tribe Meade
Tara Tribe Meade

STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

On the 20 day of July, 2010, personally appeared before me
TARA TRIBE MEADE, the signer of the within instrument, who duly acknowledged to me
that she executed the same.



Candace A. Tippetts
NOTARY PUBLIC

Exhibit "A"

Ground Lease dated January 26, 1978, executed by Royal L. Tribe and Richard A. Isaacson and Jean R. Isaacson and Crossroads Plaza Associates, a Utah joint venture, predecessor in interest to Property Reserve, Inc., a Utah nonprofit corporation, recorded June 16, 1978 as Entry No. 3124856 in Book 4691 at Page 1111 of Official Records, as amended by that certain Segregation of Ground Lease dated November 18, 1980 and recorded December 30, 1980 as Entry No. 3518564 in Book 5195 at Page 1307 of Official Records, and subject to an Assignment and Assumption of Ground Leases between Property Reserve, Inc. and City Creek Reserve, Inc., recorded May 2, 2007, as Entry No. 10085868, Book 9458, Pages 6338-6344 of Official Records, and as such may have been amended from time to time (the "Ground Lease").

Exhibit "B"

BEGINNING AT A POINT ON THE WEST LINE OF MAIN STREET, SAID POINT BEING SOUTH 00°01'35" EAST ALONG SAID WEST LINE 152.943 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 00°01'35" EAST ALONG SAID WEST LINE 55.800 FEET; THENCE SOUTH 89°59'38" WEST 110.000 FEET; THENCE NORTH 00°01'35" WEST 55.800 FEET; THENCE NORTH 89°59'38" EAST 110.000 FEET TO THE POINT OF BEGINNING.

