

Recording Requested by:  
First American Title Insurance Agency, LLC

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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2003 MAR 14 1:07 PM FEE 10.00 DEP AC  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

When recorded mail to:  
Title West  
2735 East Parley's Way Suite 305  
Salt Lake City, Utah 84109

SW 12 30-140

**ASSIGNMENT OF LEASE**

Escrow No. **330-4062294 (jlp)**

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Manor House Development LLC**, ("Assignor"), for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration to it in hand paid by **Cal-Wai Properties, LLC a California Limited Liability Company**, ("Assignee"), does hereby sell, transfer and assign to Assignee all of Assignor's right title and interest in, to and under that certain Lease Agreement ("the Lease") dated **March 1, 2000**, by and between **McLeod USA Telecommunications Services, Inc.**, as Lessor, and **Wayne Belleau/ Manor House Development**, as Lessee, relating to the following described property situated in **Davis**, County, to wit:

A part of the Southwest Quarter of Section 12, Township 3 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point which bears South 0°06'45" East 1551.99 feet along the West line of said Quarter section, South 89°39'25" East 58.74 feet and South 89°44'58" East 18.00 feet, South 01°59'52" West 127.40 feet and South 88°00'08" East 66.00 feet from the West Quarter corner of said section, and running thence South 88°00'08" East 129.28 feet, thence South 15°32'48" East 478.20 feet, thence South 89°48'22" West 273.63 feet, thence North 01°59'52" East 466.42 feet to the point of beginning.

TAX ID 08-043 0143

Assignor warrants to Assignee that it has the right to make this agreement free and clear of the claims of any third party and that the Assignee shall acquire by reason of the Assignment all of Assignor's right, title and interest in, to and under the Lease. Assignor further warrants to Assignee that the execution, delivery and performance of this Assignment has been duly and validly authorized and that all necessary action has been taken to constitute this Assignment fully binding upon and enforceable against Assignor and in accordance with its terms.

Assignor hereby expressly agrees to take such other and further action and to execute such other and further instruments and documents as may, from time to time, be necessary to effectuate the intent and purpose of this Assignment.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor.

Document Date: March 06, 2003

**Manor House Development LLC**

Wayne A. Belleau  
Wayne A. Belleau

STATE OF UT )  
County of Davis )ss.

On March 7<sup>th</sup> 2003, before me, the undersigned Notary Public, personally appeared Wayne A Belleau, personally known to me (or 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.

WITNESS my hand and official seal.

My Commission Expires:  
12-18-2004

Janet L. Pickart  
Notary Public

