



W2327746

E# 2327746 PG 1 OF 12
ERNEST D ROWLEY, WEBER COUNTY RECORDER
13-MAR-08 4:22 PM FEE \$40.00 DEP SY
REC FOR: LANDMARK TITLE COMPANY
ELECTRONICALLY RECORDED

When Recorded, Return to:
Robert C. Hyde
Kirton & McConkie
60 E. South Temple, Suite 1800
Salt Lake City, Utah 84111

For information only:
Tax Parcel Numbers 06-305-0002, 06-305-0003,
06-305-0004, 06-028-0007, 06-028-0009, 06-274-0002,
06-305-0001, 06-274-0001 and 06-274-0003.

ALLSTATE LIFE INSURANCE COMPANY
LOAN NO. 123130

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is dated as of March 13th, 2008, and is by and between RIVERDALE CENTER IV, L.C., a Utah limited liability company ("Assignor"), and ALLSTATE LIFE INSURANCE COMPANY, an Illinois corporation ("Assignee").

RECITALS

Assignor is the owner in fee simple of that certain parcel of real property and all improvements thereon situated in Weber County, Utah and more particularly described in Exhibit A attached hereto and by this reference incorporated herein (said land together with all rights and appurtenances thereto and all improvements presently located or hereafter constructed thereon being collectively referred to as the "Property").

Simultaneously with the execution and delivery of this Assignment, Assignee has loaned to Assignor the principal sum of \$17,000,000.00 ("Loan"), which Loan is evidenced by that certain mortgage note of Assignor of even date herewith in the amount of the Loan, bearing interest at the rate per annum as specified therein (said note and any and all renewals, modifications and extensions thereof collectively referred to as the "Note").

Simultaneously with the execution and delivery of this Assignment, Assignor has executed and delivered a Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing of even date herewith ("Mortgage") as security for the Loan evidenced by the Note (the Note, Mortgage, this Assignment and the other Related Agreements or documents executed in connection with the Loan being hereinafter sometimes collectively referred to as the "Loan Documents"). Capitalized terms referred to in this Assignment shall have the meaning set forth in the Note and Mortgage unless otherwise indicated.

In order to induce Assignee to make the Loan, Assignor desires to absolutely assign to Assignee all present and future leases covering all or any part of the Property.

LTC 44533

NOW, THEREFORE, in consideration of the above stated premises and of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged by Assignor, Assignor hereby covenants and agrees with Assignee as follows:

1. **Assignment of Leases, Contracts, Rents and Profits** Assignor hereby absolutely, presently and unconditionally grants, assigns, transfers, conveys and sets over unto Assignee, as additional security for the Note, subject to all of the terms, covenants and conditions set forth herein, all of Assignor's right, title and interest in and to the following, whether arising under the Leases or Contracts (as hereinafter defined), by statute, at law, in equity, or in any other way:

(a) All of the leases and ground leases of the Property which are in effect on the date hereof and all leases and ground leases entered into or in effect from time to time after the date hereof, including, without limitation, all amendments, extensions, replacements, modifications and renewals thereof and all subleases, concession agreements, and all other agreements affecting the same (the "Leases") and all guaranties thereunder;

(b) All of the rents, income, profits, revenue, security deposits, judgments, condemnation awards, insurance proceeds, unearned insurance premiums, termination and/or cancellation payments received by Assignor in connection with any Lease, proceeds from the surrender, sale or other disposition of any Lease, and any other fees or sums payable to Assignor or any other person as landlord and any award or payment in connection with any enforcement action of any Lease, including, without limitation, any award to Assignor made hereafter in any court involving any of the tenants under the Leases in any bankruptcy, insolvency, or reorganization proceeding in any state or federal court, and Assignor's right to appear in any action and/or to collect any such award or payment, and all payments by any tenant in lieu of rent (collectively, "Rents and Profits");

(c) All management, operating, development and maintenance agreements and contracts (including, but not limited to, the Development Agreements), warranties, licenses, permits, guaranties and sales contracts relating to the Property and the Collateral entered into by, or inuring to the benefit of, Assignor (the "Contracts"); and

(d) All benefits arising out of, or relating to, the Contracts, including, but not limited to, the benefits under that certain TIF Agreement, and any related documents or agreements, and any payments thereunder, including but not limited to, the annual TIF receivable cash payment of not less than \$170,000 per year, during the fifteen year TIF period, except for the first year of the TIF when the receivable, if any, is to be collected by the owner of the Property.

2. **Purpose of Assignment** Assignor hereby agrees that this Assignment is given by Assignor to Assignee to secure the following in such order of priority as Assignee may elect:

(a) The repayment of the indebtedness evidenced by the Note, as provided therein and all late charges, prepayment premiums, loan fees and commitment fees required under the Note and all extensions, renewals, modifications, amendments and replacements thereof;

(b) The payment of all other sums which may be advanced by or otherwise be due to Assignee under any provision of the Note, Mortgage or other Loan Documents with interest thereon at the rate provided herein or therein;

(c) The performance of each and every of the covenants and agreements of Assignor contained in the Note, Mortgage, or other Loan Document, loan agreements, supplemental agreements, assignments, affidavits and all instruments of indebtedness executed by Assignor in connection with the Loan; and

(d) The repayment of any other loans or advances, with interest thereon, hereafter made to Assignor (or any successor in interest to Assignor as the owner of the Property or any part thereof), by Assignee when the promissory note evidencing the loan or advance specifically states that said note is secured by the Mortgage, together with all extensions, renewals, modifications, amendments and replacements thereof ("Future Advance").

3. **Representations and Warranties** Assignor hereby represents and warrants that:

(a) Assignor has the right, power and capacity to make this Assignment and that no person, firm or corporation or other entity other than Assignor has or will have any right, title or interest in or to the Leases or the Rents and Profits.

(b) The rent roll attached to the Closing Certificate of even date herewith is a true, accurate and complete list of all Leases now in full force and effect.

(c) With respect to each Lease in effect at the date hereof, except as set forth in the estoppel certificates delivered in connection with the Loan, (i) the Lease is in full force and effect and is valid, binding and enforceable in accordance with its terms; (ii) the Lease has not been modified or amended in any respect, nor has any provision thereof been waived; (iii) neither the tenant nor lessor thereunder is in default under the terms of the Lease; (iv) no rent has been prepaid under the Lease for more than one month in advance; (v) the tenant thereunder has no deduction, claim, counterclaim, set-off, or defense against the lessor thereunder or against the rents or other sums payable or to be payable thereunder.

4. **Covenants**

(a) Assignor shall not, without the prior written consent of Assignee, (i) enter into any Lease, extend or renew any Lease (other than extensions or renewals in accordance with the terms of a Lease approved by Assignee), or consent to or permit the assignment or subletting of any Leases (other than assignments or subleases in accordance with the terms of a Lease approved by Assignee), or amend or terminate any Lease, (ii) alter, modify, change or terminate the terms of any guaranties of any Leases; (iii) create or permit any lien or encumbrance which, upon foreclosure, would be superior to any such Leases or in any other manner impair Assignee's rights and interest with respect to the Rents and Profits; (iv) pledge, transfer, mortgage or otherwise encumber or assign the Leases, Contracts or the Rents and Profits; or (vi) collect rents more than 30 days prior to their due date.

Notwithstanding the foregoing, so long as no Event of Default (as defined hereunder) has occurred, Assignor may, without Assignee's prior written consent, enter into Leases, extend or renew Leases, and permit the assignment or sublease of Leases which demise 10,000 rentable square feet or less for a term of five (5) years or less ("Non-material Leases"), provided they are on rental rates, including rental concessions, at least equal to that charged for comparable properties within the Property's submarket area, have been negotiated at arm's length, and do not contain material modifications to the

form of lease previously approved by Assignee. Assignor may also amend Non-material Leases without Assignee's prior written consent if, in Assignor's prudent business judgment, such amendments are necessary and do not impair the value of the Property. Beginning after the property reaches "Stabilization", as defined in that certain Guaranty of even date herewith, any consent to be given or denied with respect to any Lease shall be given or denied as soon as possible but in no event later than 10 business days after the actual receipt by Assignee of the materials to be approved and any other additional information reasonably requested by Lender, or such consent shall be deemed given; provided, however, the 10 business day period shall commence only upon Assignee's receipt of all information reasonably necessary to make an informed decision on the request and a written notice accompanying such material and information, which notice includes a statement, in capitalized letters, substantially as follows: "PURSUANT TO SECTION 4(a) OF THE ASSIGNMENT OF LEASES AND RENTS, ASSIGNEE HAS 10 BUSINESS DAYS FROM THE RECEIPT OF THIS LETTER TO APPROVE OR DISAPPROVE THE MATERIALS ACCOMPANYING THIS NOTICE OR SUCH MATTERS SHALL BE DEEMED APPROVED." Any Lease submitted for Assignee's consent shall, at Assignee's option, be accompanied by a Subordination, Nondisturbance and Attornment Agreement in Assignee's then current form.

(b) Assignor shall, at its sole cost and expense, perform and discharge all of the obligations and undertakings of the landlord under the Leases and as a party under the Contracts. Assignor shall enforce or secure the performance of each and every obligation and undertaking of the tenants under the Leases and will appear in and prosecute or defend any action or proceeding arising under, or in any manner connected with, the Contracts, Leases or the obligations and undertakings of the tenants (or subtenants) thereunder. Assignor shall give prompt written notice to Assignee of any and all defaults of any of the tenants under any and all of the Leases meeting the criteria of a Lease for which Assignee's consent would have been required pursuant to paragraph 4(a) regardless of whether such Leases were executed before or after the date of this Assignment, together with a complete copy of any and all notices delivered as a result of such default.

(c) Assignor shall, immediately upon receipt thereof, deliver to Assignee, any and all termination and/or cancellation payments, or other consideration paid to Assignor to permit any tenant to terminate its lease ("Lease Termination Funds"). Any such Lease Termination Funds shall be held by Assignee, or Assignee's agent in a reserve account as additional collateral security for the Loan. Provided that no Event of Default shall have occurred and there is no event which with notice, the passage of time, or both, could become an Event of Default under the Deed of Trust or any documents relating thereto, such Lease Termination Funds shall be disbursed under guidelines satisfactory to assignee to reimburse Assignor for the cost of tenant improvements and leasing commissions.

(d) Assignor agrees, from time to time, to execute and deliver, upon demand, all assignments and any and all other writings as Assignee may reasonably deem necessary or desirable to carry out the purpose and intent hereof, or to enable Assignee to enforce any right or rights hereunder.

5. **Events of Default** The term "Event of Default" as used herein shall mean the occurrence of any one of the following:

(a) If Assignor shall fail to comply with any of the covenants, duties or obligations of Assignor herein and such default shall continue for 30 days or more after written notice to Assignor from Assignee specifying the nature of such default; provided, however, that if such default is of a nature that it cannot be cured within the 30 day period, then Assignor shall not be in default if it commences

good faith efforts to cure the default within the 30 day period, demonstrates continuous diligent efforts to cure the default in a manner satisfactory to Assignee and, within a reasonable period, not to exceed 180 days after the date of the original written notice of such default, completes the cure of such default;

(b) If there shall be an Event of Default under the Note, Mortgage or any other Loan Document; or

(c) If any representation or warranty made by Assignor herein was false or misleading in any material respect when made.

6. **Revocable License to Collect Rents**

(a) Notwithstanding any provision to the contrary contained elsewhere herein, so long as no Event of Default has occurred and subject to paragraph 7 hereof, Assignor shall have a license to manage the Property; to collect, receive and use all Rents and Profits in accordance with the terms of the Leases; to let the Property subject to the terms hereof and to take all actions which a reasonable and prudent landlord would take in enforcing the provisions of the Leases and Contracts; provided, however, that all amounts so collected shall be applied toward operating expenses, real estate taxes and insurance relating to the Property, capital repair items necessary to the operation of the Property, and the payment of sums due and owing under the Note, the Mortgage and this Assignment prior to any other expenditure or distribution by Assignor. From and after the occurrence of an Event of Default (whether or not Assignee shall have exercised Assignee's option to declare the Note immediately due and payable), such license shall be automatically revoked without any action required by Assignee.

(b) Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including but not limited to any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Property from and after the occurrence of an Event of Default under this Assignment, the Note, the Mortgage or any of the other Loan Documents, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith.

7. **Remedies of Assignee** Upon the occurrence of any Event of Default, Assignee in person or by agent or by court-appointed receiver (and Assignee shall have the right to the immediate appointment of such a receiver without regard to the adequacy of the security and Assignor hereby irrevocably consents to such appointment and waives notice of any application therefor) may, at its option, without any action on its part being required, without in any way waiving such default, with or without the appointment of a receiver, or an application therefor:

(a) Take possession of the Property and have, hold, conduct tests of, manage or hire a manager to manage, lease and operate the Property, on such terms and for such period of time as Assignee may deem proper, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto as may seem proper to Assignee;

(b) With or without taking possession of the Property, collect and receive all Rents and Profits and monetary benefits under the Contracts, notify tenants under the Leases or any other parties in possession of the Property, to pay Rents and Profits directly to Assignee, its agent or a court-appointed receiver and apply such Rents and Profits to the payment of: (i) all costs and expenses incident to the taking and retaining of possession of the Property, management and operation of the Property, keeping the Property properly insured, and all alterations, renovations, repairs and replacements to the Property; (ii) all taxes, charges, claims, assessments, and any other liens which may be prior in lien or payment to the Loan, and premiums for insurance, with interest on all such items; and (iii) the indebtedness secured hereby, together with all costs and attorney's fees, in such order or priority as to any of such items as Assignee in its sole discretion may determine, any statute, law, custom or use to the contrary notwithstanding.

(c) Exclude Assignor, its agents and servants, wholly from the Property;

(d) At the expense of Assignor, from time to time, have joint access with Assignor to the books, papers and accounts of Assignor relating to the Property;

(e) Commence, appear in and/or defend any action or proceedings purporting to affect the interests, rights, powers and/or duties of Assignee hereunder, whether brought by or against Assignor or Assignee;

(f) Pay, purchase, contest or compromise any claim, debt, lien, charge or encumbrance which in the judgment of Assignee may affect or appear to affect the interest of Assignee or the rights, powers and/or duties of Assignee hereunder; and

(g) Otherwise perform as landlord under the Leases and as a party under the Contracts.

The receipt by Assignee of any Rents and Profits pursuant to this Assignment after the institution of foreclosure proceedings under the Mortgage shall not cure any such Event of Default or affect such proceedings or any sale pursuant thereto.

8. Indemnity and Assignee's Disclaimer

(a) Assignor shall and does hereby agree to indemnify Assignee for and to defend and hold Assignee harmless from any and all liability, loss or damage which Assignee may or might incur under the Leases, Contracts or under or by reason of this Assignment (except to the extent arising from Assignee's gross negligence or willful misconduct), and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on Assignee's part to perform or discharge any of the terms, covenants or agreements contained in the Leases or Contracts. Should Assignee incur any liability, loss or damage under the Leases, Contracts or under or by reason of this Assignment, or in the defense of any of such claims or demands, the amount thereof, including costs, expenses and attorney's fees, shall be secured hereby. Assignor shall reimburse Assignee therefor immediately upon demand, and upon failure of Assignor to do so, Assignee may declare all sums so secured to be immediately due and payable.

(b) This Assignment shall not be deemed or construed to constitute Assignee as mortgagee-in-possession of the Property or to obligate Assignee to take any action hereunder, to incur

expenses or to perform or discharge any obligation, duty or liability hereunder or under the Leases or Contracts. Assignee is not required to take possession of the Property as a condition to the assignment contained herein.

9. **Waiver and Discretion** The failure of Assignee to enforce any of the terms, covenants or conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Assignee shall have the full right, power and authority to enforce this Assignment, or any of the terms, covenants or conditions hereof, at any time or times that Assignee shall deem fit.

10. **Notices** All notices expressly provided hereunder to be given by Assignee to Assignor and all notices and demands of any kind or nature whatever which Assignor may be required or may desire to give to or serve on Assignee shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt or (iii) served by certified mail, return receipt requested, and addressed to the appropriate address set forth below. Any such notice or demand served by certified mail shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address below stated or at such other address of which said party shall have theretofore notified in writing, as provided below, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time.

All notices shall be addressed as follows:

If to Assignor:	Riverdale Center IV, L.C. c/o The Boyer Company, L.C. 90 South 400 West, Suite 200 Salt Lake City, Utah 84101 Attn: Brian Gochnour
with a copy to:	Parr Waddoups Brown Gee & Loveless 185 South State Street, Suite 1300 Salt Lake City, Utah 84111 Attn: David Gee, Esq.
If to Assignee:	Allstate Life Insurance Company Allstate Plaza South, Suite G5C 3075 Sanders Road Northbrook, IL 60062 Attn: Commercial Mortgage Division Servicing Department
with a copy to:	Allstate Life Insurance Company Allstate Plaza South, Suite G5A 3075 Sanders Road Northbrook, IL 60062 Attn: Investment Law Division

or such other place or places as the parties hereto may by ten (10) days prior written notice thereof from time to time designate for the purpose of receiving notices hereunder.

11. **Performance and Release** The full repayment of the indebtedness evidenced by the Note and the performance of all of the obligations set forth in the Mortgage and the duly recorded release thereof or reconveyance of the Property described therein shall constitute a reassignment of the Leases hereby assigned to Assignee.

12. **Binding Effect** This Assignment applies to and binds the parties hereto and their respective heirs, administrators, executors, successors and assigns, as well as any subsequent owner of the Property (or any portion thereof) and any agreement creating rights in Assignee other than those created herein shall be deemed incorporated herein by reference and made a part hereof for all purposes.

13. **Actions by Assignee** Assignee may take or release other security, may release any party primarily or secondarily liable for any indebtedness secured hereby, may grant extensions, renewals or indulgences with respect to such indebtedness, and may apply any other security therefor held by it to the satisfaction of such indebtedness, without prejudice to any of its rights hereunder.

14. **No Election of Remedies** Nothing herein contained and no act done or omitted by Assignee pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Assignee of its rights and remedies under the Note and Mortgage, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect said indebtedness and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. It is the intent of both Assignor and Assignee that this Assignment be supplementary to, and not in substitution or derogation of, any provision contained in the Mortgage giving Assignee (as beneficiary thereunder) any interest in or rights with respect to the Leases or Rents and Profits. Accordingly, this Assignment shall not be construed in any way to impair or limit any rights or interests which Assignee would otherwise have with respect to the Leases or Rents and Profits by reason of the Mortgage.

15. **Construction of Terms** In this Assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural.

16. **No Merger** Neither this Assignment nor pursuit of any remedy hereunder by Assignee shall cause or constitute a merger of the interests of the tenant and the lessor under any of the Leases such that any of the Leases hereby assigned are no longer valid and binding legal obligations of the parties executing the same.

17. **Governing Law** This Assignment shall be governed by and construed under the laws of the state in which the Property is located. The United States District Court for the District in which the Property is located and any court of competent jurisdiction of the State in which the Property is located shall have jurisdiction in any action, suit or other proceeding instituted to enforce the Note, the Mortgage, and this Assignment. Assignor hereby waives (i) any objections to the jurisdiction of such courts, (ii) any objections to venue and (iii) its right to a trial by jury in any action, proceeding or counterclaim brought by Assignee.

18. **Severability** In the event any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein, but only to the extent that it is invalid, illegal or unenforceable.

19. **Modification** This Assignment may not be amended or modified orally, but only by an agreement in writing signed by the party against whom enforcement of any amendment or modification is sought.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written.

ASSIGNOR:

**RIVERDALE CENTER IV, L.C.,
a Utah limited liability company**

By: The Boyer Company, L.C.,
a Utah limited liability company
Its: Manager

By: [Signature]

Name: STANLEY B. OSHER

Its: manager

By: Gardner Property Holdings, L.C.,
a Utah limited liability company
Its: Manager

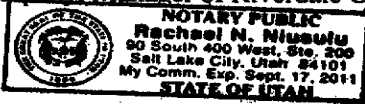
By: [Signature]

Name: Kenn C. Gardner

Its: manager

STATE OF UTAH)
COUNTY OF Salt Lake) SS:

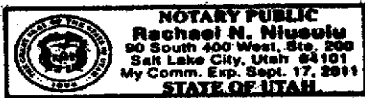
The foregoing document was executed this 7th day of March, 2008, by Steven B. Oster, the Manager of The Boyer Company, L.C., a Utah limited liability company, Manager of Riverdale Center IV, L.C., a Utah limited liability company.



Rachael N. Nissulu
Notary Public for the State of Utah

STATE OF UTAH)
COUNTY OF Salt Lake) SS:

The foregoing document was executed this 7th day of March, 2008, by Kenn C. Gardner, the Manager of Gardner Property Holdings, L.C., a Utah limited liability company, Manager of Riverdale Center IV, L.C., a Utah limited liability company.



Rachael N. Nissulu
Notary Public for the State of Utah

EXHIBIT A

[Description of Property]

Real property located in Weber County, State of Utah, and more particularly described as follows:

PARCEL 1:

All of Lots 2, 3 and 4, **RIVERDALE CENTER IV SUBDIVISION**, according to the official plat thereof, filed on February 1, 2007, as Entry No. 2239519, in Book "65" of Plats, at Page 47 of the Official Records of the Weber County Recorder. *06-305-0002, 0003, 0004*

PARCEL 2:

The non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress, appurtenant to **PARCEL 1** described herein, as created, defined and described pursuant to the provisions of that certain Declaration Of Easements, Covenants And Conditions, by and between **MARTHA M. CRAIG, TRUSTEE OF THE MARTHA M. CRAIG REVOCABLE LIVING TRUST, RIVERDALE CENTER II, L.C.**, a Utah limited liability company, and **RIVERDALE CENTER IV, L.C.**, a Utah limited liability company, recorded February 1, 2007, as Entry No. 2239510, of the Official Records of the Weber County Recorder, on, over and across the following described properties (as provided for in said instrument), to-wit:

- 06-028-0007* ✓
- (A) A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the Westerly right of way line of Riverdale Road, said point being 1323.18 feet South 1°00'35" West along the Section line and 598.14 feet South 88°59'25" East from the Northwest Corner of said Section 8; and running thence South 38°44'02" West 75.15 feet along said Westerly right of way; thence North 79°50'28" West 4.02 feet to the new Westerly right-of-way line of Riverdale Road (SR-26), which is 56.5 feet perpendicularly distant Northwesterly from the existing centerline of said road; thence South 38°25'10" West 48.95 feet along said new right-of-way line; thence North 51°35'37" West 91.09 feet; thence North 79°50'28" West 36.56 feet; thence Northerly along the arc of a 13.73 foot radius curve to the left 21.45 feet (Central Angle equals 89°30'19" and Long Chord bears North 6°26'33" West 19.33 feet); thence North 51°11'42" West 35.56 feet; thence North 38°48'08" East 63.03 feet; thence South 78°05'28" East 31.02 feet; thence South 89°41'28" East 14.21 feet; thence South 68°22'35" East 16.93 feet; thence South 51°29'55" East 42.85 feet; thence South 78°05'28" East 87.20 feet to the point of beginning.
- 06-274-0001* ✓
- (B) A part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southwest Corner of Lot 2, Riverdale Center II Subdivision, Riverdale City, Weber County, Utah; said point being 1111.12 feet South 1°00'35" West along the Section line and 261.52 feet South 78°05'28" East from the Northwest Corner of said Section 8; and running thence North 13°35'10" East 268.96 feet; thence South 76°24'50" East 158.53 feet; thence North 13°35'10" East 36.33 feet; thence North 25°21'26" East 38.51 feet; thence South 66°49'12" East 41.48 feet; thence South 51°31'42" East 302.37 feet to the Westerly line of Riverdale Road; thence two (2) courses along said Westerly line as follows: South 38°24'20" West 217.50 feet and South 78°05'28" East 18.52 feet to the New Westerly right-of-way line of Riverdale Road (SR-26), which is 56.5 feet perpendicularly distant Northwesterly from the existing centerline of said road at UDOT Project No. SP-0026(4)0 engineering station

145+80.13; thence South 38°25'10" West 106.32 feet; thence North 78°05'28" West 82.78 feet; thence North 51°29'55" West 42.85 feet; thence North 68°22'35" West 16.93 feet; thence North 89°41'28" West 14.21 feet; thence North 78°05'28" West 67.15 feet; thence North 11°03'04" East 75.97 feet to the South line of Lot 2 of said Riverdale Center II Subdivision; thence North 78°05'28" West 141.52 feet along said South line of Lot 2 of said subdivision to the point of beginning.

06-305-0001 ✓

- (C) Lot 1, **RIVERDALE CENTER IV SUBDIVISION**, according to the official plat thereof filed on February 1, 2007, as Entry No. 2239519, in Book "65" of Plats, at Page 47 of the Official Records of the Weber County Recorder.

PARCEL 3:

The non-exclusive rights-of-way and easements for pedestrian and vehicular ingress and egress, and for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of underground utility pipes, lines, wires, conduits and related facilities, appurtenant to **PARCEL 1** described herein, as created, defined and described pursuant to the provisions of that certain Declaration Of Easements, Covenants And Restrictions, by and between **LOWE'S HIW, INC.**, a Washington corporation, **RIVERDALE CENTER II, L.C.**, a Utah limited liability company, and **RIVERDALE CENTER IV, L.C.**, a Utah limited liability company, recorded February 1, 2007, as Entry No. 2239512, of the Official Records of the Weber County Recorder, on, over, across, through and/or under the following described properties (as provided for in said instrument), to-wit:

06-274-0001, 0003

- (A) Lots 1 and 3, **RIVERDALE CENTER II SUBDIVISION**, according to the official plat thereof filed on July 3, 2000, as Entry No. 1714139, in Book "52" of Plats, at Page 52 of the Official Records of the Weber County Recorder.

06-305-0001 ✓

- (B) Lot 1, **RIVERDALE CENTER IV SUBDIVISION**, according to the official plat thereof filed on February 1, 2007, as Entry No. 2239519, in Book "65" of Plats, at Page 47 of the Official Records of the Weber County Recorder.

PARCEL 4:

The non-exclusive Easements for Use of Common Area, for Access Roads, Utility Facilities, Construction, Exterior Lights and Drainage, appurtenant to **PARCEL 1** described herein, as created, defined and described pursuant to the provisions of that certain Declaration Of Covenants, Conditions And Restrictions, by and between **RIVERDALE CENTER IV, L.C.**, a Utah limited liability company, and **J.C. PENNEY PROPERTIES, INC.**, a Delaware corporation, recorded February 15, 2007, as Entry No. 2242510, of the Official Records of the Weber County Recorder, over, across and through the following described property (as provided in said instrument), to-wit:

06-305-0001 ✓

Lot 1, **RIVERDALE CENTER IV SUBDIVISION**, according to the official plat thereof filed on February 1, 2007, as Entry No. 2239519, in Book "65" of Plats, at Page 47 of the Official Records of the Weber County Recorder.