

2676439 ASSIGNMENT OF CONTRACT

WHEN RECORDED, RETURN TO  
PHIL JOHNSON, COMM'L  
LOANS, ZIONS BANK  
ONE MAIN STREET SLC

THIS AGREEMENT, made in the City of Salt Lake, State of Utah, on the 24<sup>th</sup>  
day of December, 19 74, by and between EMDEKO INTERNATIONAL, INC.  
A UTAH CORPORATION, hereinafter referred to as the  
Assignors; and ZIONS FIRST NATIONAL BANK, A NATIONAL ASSOCIATION,  
hereinafter referred to as the Assignees,

WITNESSETH:

WHEREAS, under date of MARCH 25, 1974, EMDEKO INTERNATIONAL,  
A UTAH CORPORATION, as Sellers, entered into a Uniform Real  
Estate Contract with C.I.P., A LIMITED PARTNERSHIP OF UTAH  
as Buyers, of Salt Lake City, Utah, which contract is delivered herewith, wherein and  
whereby the said Sellers agreed to sell and the said Buyers agreed to purchase, upon  
the terms, conditions, and provisions herein set forth, all that certain land, with  
the buildings and improvements thereon, erected, situated, lying and being in the  
County of SALT LAKE, State of Utah, and more particularly described as follows:

SEE SCHEDULE "A"

Recorded JAN 8 1975 at 1239  
Request of Zions 1st Nat. Bank  
Karla L. Dixon, Salt Lake County Recorder  
Salt Lake County, Utah  
\$ 500 By MB Deputy

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to which agreement in writing, reference is hereby made for all of the terms, conditions and provisions thereof, and

WHEREAS, the Assignees desire to acquire from the Assignors all of the right, title and interest of the Assignors in and to the said written agreement.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. That the Assignors in consideration of the Payment of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, assign to the Assignees, all their right, title and interest in and to the aforesaid Uniform Real Estate Contract of MARCH 25, 1974, concerning the above described property.

2. That to induce the Assignees to pay the said sum of money and to accept the said contract, the Assignors hereby represent to the Assignees as follows:

(a) That the Assignors have duly performed all the conditions of the said contract.

(b) That the contract is now in full force and effect and that the unpaid balance of said contract is \$222,637.00, with interest paid to the \_\_\_ day of \_\_\_\_\_, 19\_\_.

(c) That said contract is assignable.

3. That in consideration of the Assignors' executing and delivering this agreement, the Assignees covenant with the Assignors as follows:

(a) That the Assignees will duly keep, observe and perform all of the terms, conditions and provisions of the said agreement that are to be kept, observed and performed by the Assignors.

(b) That the Assignees will save and hold harmless the Assignors of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the Assignees.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first above written.

[Signature]  
Witness

[Signature]  
Witness

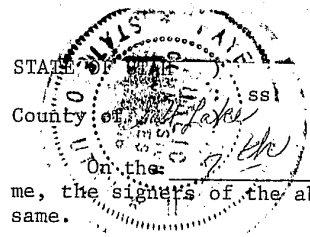
EMDEKO INTERNATIONAL, INC.

Assignor  
BY: [Signature]  
Assignor

ZIONS FIRST NATIONAL BANK

Assignee  
BY: [Signature]  
Assignee

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My Commission Expires:  
August 9, 1976.

On the 9 day of January, 1975, personally appeared before me, the signers of the above instrument who duly acknowledged to me that they executed the same.

[Signature]  
Notary Public  
Residing in: Salt Lake City, Utah

SCHEDULE "A"

Attached to and by reference made a part of that certain Uniform Real Estate Contract dated March 25, 1974 wherein EMDEKO INTERNATIONAL INC., a corporation of Utah, appears as Seller and C.I.P., a Limited Partnership of Utah, appears as Buyer.

Beginning at a point on the East right-of-way line of I-15 Freeway, said point being South 690.07 feet and West 530.89 feet from the South quarter corner of Section 24, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 2°49' East along said East right-of-way line 11.80 feet; thence North 11°49'20" East along said East right-of-way line 208.51 feet; thence North 15°17'40" East along said East right-of-way line 861.12 feet, to a point of a 2059.86 foot radius curve to the left; said point also being 150.0 feet perpendicularly distant Easterly from the center line of said Freeway project at Engineer Station 735/34.69 back which equals Engineer Station 734/82.54 ahead; thence Northeasterly along the arc of said curve and said East right-of-way line 145.26 feet; thence North 10°54' East along said East right-of-way line 216.36 feet to a point on a curve to the left, the radius of which is North 84°44'46" West 2069.86 feet, said point also being 160.0 feet radially distant Easterly from the center line of said Freeway project at Engineer Station 732/00; thence Northeasterly along the arc of said curve and said East right-of-way line 108.38 feet to a point 160.0 feet radially distant Easterly from the center line of said Freeway project at Engineers Station 731/00; thence Northeasterly along the arc of said curve and said East right-of-way line 108.38 feet to a point 160.0 feet radially distant Easterly from the center line of said Freeway project at Engineers Station 731/00; thence North 4°43'12" East along said East right-of-way line 218.62 feet to a point that is 180.00 feet perpendicularly distant Easterly from the center line of said Freeway project at Engineer Station 729/00; thence North 2°09'34" West along said East right-of-way line 351.33 feet; thence South 89°41'50" East parallel to the section line 298.02 feet to the East bank of a waste water ditch; thence North 00°10'06" East along said East bank 11.88 feet; thence East 160.518 feet to the West line of a proposed road; thence South 0°30' West along said West line 272.75 feet; thence West 158.95 feet to the East bank of said ditch; thence South 0°10'06" West along said East bank 90.91 feet; thence South 5°30' West along said East bank 240.00 feet; thence South 5°00' East along said East bank 65.44 feet; thence West 83.01 feet; thence South 2°15' East 660.65 feet; thence South 89°41'50" East parallel to the section line 51.15 feet; thence South 00°20' West 759.56 feet; thence West 625.89 feet to the point of beginning. (containing 19.098 acres)

Subject to easements, restrictions, and rights-of-way appearing of record or enforceable in law and equity and taxes for the year 1974 and thereafter.