

Recorded DEC 2 1977 at 4:04 PM
Request of Monroc
KATIE L. DIXON, Recorder
Salt Lake County, Utah
By [Signature]
REF. [Signature] 537
81110

3032864

ASSIGNMENT

This Agreement made and entered into this 11th day of November, 1977, by and between Kenneth F. White and Michelle E. White, his wife, hereinafter referred to as Assignors, and Monroc, a Utah General Partnership, hereinafter referred to as Assignee,

WITNESSETH:

WHEREAS, the parties hereto on October 6, 1977, entered into that certain Agreement for the exchange between said parties of the real properties described therein, which Agreement is attached hereto and by reference made a part hereof, and

WHEREAS, access to the property being conveyed by Assignor to Assignee is obtained by crossing the Los Angeles & Salt Lake Railroad Company and Union Pacific Railroad Company railroad tracks by means of a private road crossing, and

WHEREAS, it is the desire of the parties hereto to have assigned by Assignor to Assignee all of Assignor's right, title and interest in and to said private road crossing and the further desire of the parties hereto that Assignee assume and agree to perform in accordance with all of the terms and conditions of that certain Agreement dated February 9, 1971, and addendum thereto between said railroad companies and Kenneth F. White, one of the Assignors herein,

NOW THEREFORE, in consideration of the premises, the promises and covenants herein provided to be faithfully kept and performed by the respective parties hereto and other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, it is hereby understood and agreed as follows:

1. Assignors by these presents do hereby assign, transfer, and set over unto the Assignee all of their right, title, interest and equity in, to and under that certain road crossing Agreement, dated February 9, 1971, and recorded in the Salt Lake County Recorder's office on June 23, 1971, as Entry No. 2392944 in Book 2971 at pages 659-665 of Official Records. Said road crossing Agreement was amended by that certain addendum between said parties, dated November , 1975, wherein the location of said private crossing was changed due to a realignment of said railroad tracks necessitated by adjoining highway construction and widening.

2. In consideration of the Assignors' executing and delivering this Assignment, the Assignee hereby covenants and agrees with the Assignors that it will duly keep, observe and perform all of the terms, conditions and provisions of the aforesaid road crossing Agreement and Amendment that are to be kept, observed and performed by the Assignors, and further agree to save and hold harmless the Assignors from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the Assignee in connection with said Agreement.

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

Kenneth F. White
Kenneth F. White

Michelle E. White
Michelle E. White

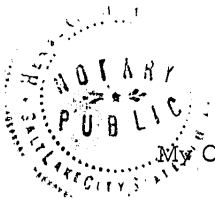
Assignors

MONROE

By *Mark Smith*
President

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 18th day of November, 1977, personally appeared before me KENNETH F. WHITE and MICHELLE E. WHITE, his wife, two of the signers of the within instrument who duly acknowledged to me that they executed the same.



Herbert F. Halliday
Notary Public
Residing at Salt Lake City, Utah

My Commission Expires: 12/21/79

STATE OF UTAH)
:
COUNTY OF SALT LAKE)

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