



\*W3184537\*

This Instrument Prepared By and  
Record and Return to:

E# 3184537 PG 1 OF 8  
LEANN H KILTS, WEBER COUNTY RECORDER  
17-SEP-21 327 PM FEE \$40.00 DEP TN  
REC FOR: CT LIEN SOLUTIONS

**Willkie Farr & Gallagher LLP**

RECORD & RETURN TO 21121  
LIEN SOLUTIONS  
P.O. BOX 29071  
Glendale, CA 91209-9071  
82383660-UT57-Weber

sq.

For information only:

Tax Parcel Number 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

**ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS**

**ALLSTATE LIFE INSURANCE COMPANY,**  
an Illinois insurance company

(Assignor)

in favor of

**ALLSTATE INSURANCE COMPANY,**  
an Illinois insurance company

(Assignee)

Effective as of: August 13, 2021

Property Location: 4300 Riverdale Road  
Riverdale, UT 84405

Assurance mediation recording  
document not reviewed  
no insurance needed

## ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), executed on July 16, 2021, to be effective on August 13, 2021, made by ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance company, having an address at 3075 Sanders Road, Suite G4E, Northbrook, IL 60062-7127 ("Assignor"), in favor of ALLSTATE INSURANCE COMPANY, an Illinois insurance company, having an address at 3075 Sanders Road, Suite G4E, Northbrook, IL 60062-7127 ("Assignee").

### WITNESSETH

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Mortgage Note (as the same may have been amended, modified, restated, supplemented, assigned, renewed or extended, the "Assignor Note"), dated as of March 13, 2008, executed by Riverdale Center IV, L.C., a Utah limited liability company, as maker, whose mailing address is 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of Assignor, in the original principal amount of \$17,000,000.00.

WHEREAS, the Assignor Note is secured, inter alia, by the Assignment of Leases and Rents (as hereinafter defined); and

WHEREAS, Assignor hereby assigns to Assignee, its successors and permitted assigns, all of Assignor's respective right, title and interest in and to the Assignment of Leases and Rents.

NOW, THEREFORE, for good and valuable consideration, Assignor hereby covenants the following:

1. Assignment. Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the instruments set forth on Exhibit B annexed hereto and made a part hereof relating to that certain real property more particularly described on Exhibit A annexed hereto and made a part hereof (the "Premises") (collectively, the "Assignment of Leases and Rents"), and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof.
2. Assumption. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases and Rents required to be observed or performed by Assignor thereunder.
3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:
  - a. Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of

Leases and Rents that remains outstanding to any person or entity other than Assignee; and

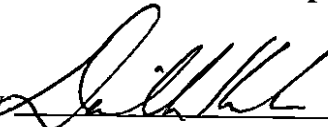
- b. Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.
4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.
8. Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

[SIGNATURE ON FOLLOWING PAGE]

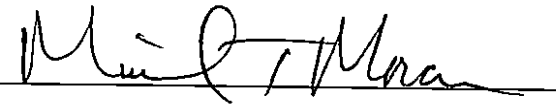
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

**ASSIGNOR:**

**ALLSTATE LIFE INSURANCE COMPANY,**  
an Illinois insurance company

By: 

David Kocourek, Authorized Signatory

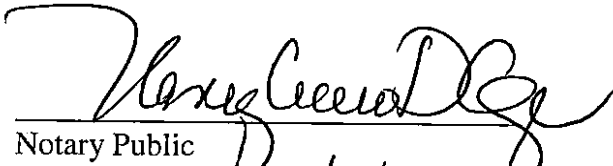
By: 

Michael Moran, Authorized Signatory

State of Illinois  
County of Cook

On July 16, 2021 before me, Nancy Cicero-D'Anza, the undersigned Notary Public, personally appeared David Kocourek and Michael Moran who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

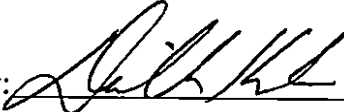
I certify under PENALTY OF PERJURY under the laws of the State of Illinois the foregoing paragraph is true and correct.

  
Notary Public  
Commission Expires: 1/14/2022

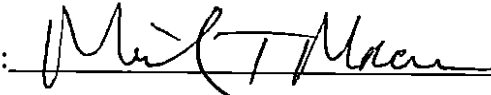


**ASSIGNEE:**

**ALLSTATE INSURANCE COMPANY,**  
an Illinois insurance company

By: 

David Kocourek, Authorized Signatory

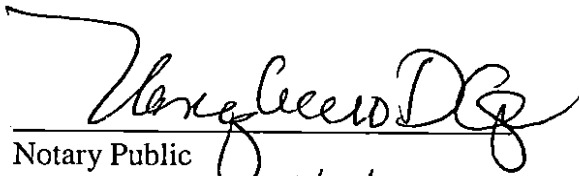
By: 

Michael Moran, Authorized Signatory

State of Illinois  
County of Cook

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

  
Notary Public  
Commission Expires: 1/14/2022



**EXHIBIT A****LEGAL DESCRIPTION**

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.

**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:

(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.

(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.

(C) Lot I, 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:

(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.

(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:

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.

**EXHIBIT B**

**SCHEDULE OF ASSIGNMENTS OF LEASES AND RENTS**

1. Assignment of Leases and Rents, dated as of March 13, 2008, by Borrower for the benefit of Assignor, and recorded as Entry No. 2327746 in the Office of the Weber County Recorder on March 13, 2008.