

Return to: Jardine, Linebaugh, Brown & Dunn, 370 East South Temple, Suite 401, Salt
Lake City, Utah 84111 Attention: Shane Topham

4065437

Dee's Land Lease
SLC

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT (the "Assignment") is made this 3rd day of MAY, 1983 by and between SCOTT M. WALDRON, D. R. LINDSAY ASSOCIATES, a Utah limited partnership, DEAN R. LINDSAY and JOAN B. LINDSAY as Trustees for JOAN B. LINDSAY, and JOAN B. LINDSAY and DEAN R. LINDSAY as Trustees for DEAN R. LINDSAY (the "Assignors") and CENTURY FOODS, INC., a Utah corporation with its principal place of business in Salt Lake County, Utah (the "Assignee").

WHEREAS, on the 3rd day of August, 1982 Scott M. Waldron, lessee ("Lessee") entered into those certain Ground Lease With First Right (or Option) to Purchase Agreements (the "Leases") with Dee's, Inc., lessor (the "Lessor"), which cover the lease of the land only of parcels of land located in Salt Lake County, State of Utah, which premises are commonly referred to as:

837 West North Temple, Salt Lake City, Utah
217 East 400 South, Salt Lake City, Utah
4163 West 5400 South, Salt Lake City, Utah
9400 South 700 East, Salt Lake City, Utah
3010 West 3500 South, Salt Lake City, Utah
2100 South Redwood Road, Salt Lake City, Utah
3500 South 5600 West, Salt Lake City, Utah
75 East 200 South, Salt Lake City, Utah

and are more fully described on Exhibits 1 through 8 attached hereto and incorporated herein by this reference;

WHEREAS, through a mesne assignment Assignors have acquired all of Lessee's right, title and interest in, to and under the Leases;

WHEREAS, Assignors desire to convey and Assignee desires to obtain all of Assignors' interest in, and assume all of Assignors' obligations under the Leases; and

WHEREAS, pursuant to the provisions of paragraph 13 of each of the Leases, Assignors are authorized to make the assignment contemplated hereby;

NOW, THEREFORE, in consideration of the Assignments and Assumptions made hereby, the parties agree as follows:

1. Assignment. Assignors hereby assign to Assignee all of the Lessee's right, title and interest in, to and under the Leases.

2. Delegation of Duties. Assignors hereby delegate to Assignee all of Lessee's duties and obligations under the Leases, and each and every one of them.

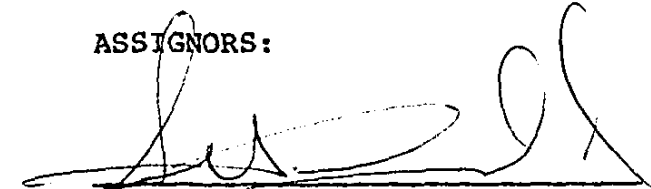
3. Assumption and Indemnification. Assignee hereby expressly assumes and agrees to perform all of Lessee's duties and obligations evidenced by the Leases, and each and every one of them, to be performed on and after the date of closing and Assignee hereby agrees to indemnify and hold Assignors harmless with respect to all such duties and obligations, including all attorneys' fees and costs of court incurred by Assignors as a result thereof. Assignors agree to indemnify and hold Assignee harmless with respect to all such duties and obligations to be performed prior to the date of closing, including all attorneys' fees and costs incurred by Assignee as a result thereof.

4. Attorneys' Fees. If suit be brought by any party to enforce the provisions hereof, the losing party in such litigation shall pay the prevailing party such amount as may be

determined by the court to be reasonable attorney's fees and costs.


IN WITNESS WHEREOF, the parties hereto sign their names on the day, month and year first above written.


ASSIGNORS:

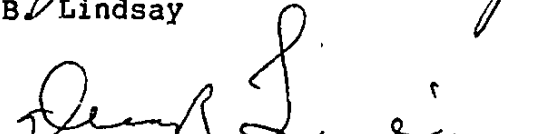

SCOTT M. WALDRON

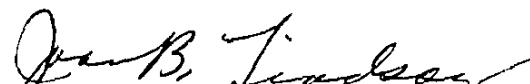
D. R. LINDSAY ASSOCIATES

By: 


DEAN R. LINDSAY as Trustee for Joan B. Lindsay


JOAN B. LINDSAY as Trustee for Joan B. Lindsay


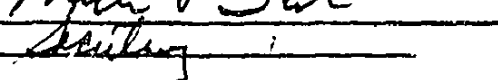

DEAN R. LINDSAY as Trustee for Dean R. Lindsay


JOAN B. LINDSAY as Trustee for Dean R. Lindsay

Transferee's Address is:
7001 South 900 East
Suite 200
Salt Lake City, Utah 84047

ASSIGNEE:

CENTURY FOODS, INC.

By: 
Its: 

BOOK 5639 PAGE 2105

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

On the 3rd day of May, 1983, personally appeared before me SCOTT M. WALDRON, the signer of the above instrument, who duly acknowledged to me that he executed the same.

Carol M. Taylor
Notary Public
Residing in: Salt Lake County, Utah

My Commission Expires:

4/25/84

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

On the 3rd day of May, 1983, personally appeared before me Dean R. Lindsay who being by me duly sworn, did say that he is the General Partner of D. R. LINDSAY ASSOCIATES, a Utah limited partnership, and that said instrument was signed in behalf of said partnership for the purposes therein set forth.

Carol M. Taylor
Notary Public
Residing in: Salt Lake County, Utah

My Commission Expires:

4/25/84

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

On the 3rd day of May, 1983, personally appeared before me DEAN R. LINDSAY and JOAN B. LINDSAY as Trustees for JOAN B. LINDSAY, and JOAN E. LINDSAY and DEAN R. LINDSAY as Trustees for DEAN R. LINDSAY, the signers of the above

EXHIBIT "1"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 837 West North Temple, Salt Lake City, Utah

LEGAL DESCRIPTION:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 00°02'05" E 74.988 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 6, 123.814 feet to the N.W. corner of the property deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.205 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.238 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E

FORM 5639 PAGE 2108

264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" E along the South line of said Parcel "A", 149.238 feet to a point on the West line of the property deeded by quit-claim deed #2436079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'29" E 61.623 feet; thence S 89°58'57" W 74.797 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.
4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above described premises to and from North Temple Street.

BOOK 5639 PAGE 2109

5. Lessor is retaining for itself and its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises, adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said landlord are retaining on the south and west sides of the property being leased herein.

BOOK 5639 PAGE 2110

EXHIBIT "2"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 217 East Fourth South, Salt Lake City, Utah

LEGAL DESCRIPTION:

Parcel No. 1:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence East 57 feet; thence North 56 feet 9 inches; thence West 20 inches; thence North 50 feet 7 inches; thence West 55 feet 4 inches; thence South 107 feet 4 inches to the place of Beginning.

Parcel No. 2:

Beginning at the Southeast corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence West 108 feet; thence North 56.75 feet; thence West 1.67 feet; thence North 50.7 feet; thence East 109.67 feet; thence South 107.45 feet to the point of Beginning.

Parcel No. 3:

Beginning 107 feet 4 inches North from the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence North 10 feet; thence East 165 feet; thence South 10 feet; thence West 165 feet to the place of Beginning. Subject to a right-of-way over the whole thereof.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observ-

BOOK 5639 PAGE 2111

able on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

EXHIBIT "3"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 4163 West 5400 South, Salt Lake City, Utah

LEGAL DESCRIPTION:

A tract of land situated in the Northeast Quarter of the Northeast Quarter of Section 18, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing at a point North 89°59'04" West 1181.85 feet and South 0°05'30" West 138.43 feet from the Northeast corner of said Section 18, and running thence South 89°54'30" East 165 feet; thence South 0°05'30" West 165 feet; thence North 89°54'30" West 165 feet; thence North 0°05'30" East 165 feet, to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A joint parking agreement with Kearns Center, Inc. and others dated December 11, 1956.

EXHIBIT "4"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 9400 South 700 East, Salt Lake City, Utah

LEGAL DESCRIPTION:

Beginning at a point which is South 143.68 feet and West 73.96 feet from the N.E. corner of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point also being S 0°21'30" E along the 700 East Street monument line 182.979 feet and N 89°27'05" W 53.00 feet from a Salt Lake County monument in the intersection of said 700 East and 9400 South Streets; thence S 0°21'30" E 150.025 feet; thence N 89°27'05" W 180.00 feet to the East line of Union Square, a subdivision in the N.E. 1/4 of said Section 7; thence N 0°21'30" W along said East line 280.00 feet; thence S 89°27'05" E 50.00 feet; thence S 0°21'30" E 129.974 feet to the South line of a service station property; thence S 89°27'05" E along said South line 130.00 feet to the point of beginning, containing 0.77 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. The right of Lessor to place and use a garbage dumpster at the site it is presently located on the southwest portion of said premises.

4. The right of ingress and egress and to make deliveries from and to 9400 South Street and 700 East Street from adjoining property on the south.
5. Lessee will put no barriers between the above premises and the property on the south and west.
6. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

BOOK 5629 PAGE 2115

EXHIBIT "5"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 3010 West 3500 South, Salt Lake City, Utah

LEGAL DESCRIPTION:

Beginning at a point 200 feet South of the Southeast corner of Lot 17, HILLSDALE SUBDIVISION NO. 2, said Southeast corner of Lot 17 being 399.69 feet North 0°05'25" West and 1077.68 feet North 89°56'05" East from the Southwest corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; running South 89°56'05" West 140 feet; thence South 165.94 feet, more or less, to the North line of 3500 South Street; thence along said North line North 89°53'20" East 140 feet; more or less, to a point due South of the place of beginning; thence North 165.83 feet, more or less, to the place of beginning.

ALSO: Beginning 100 feet South of the Southeast corner of Lot 17, HILLSDALE SUBDIVISION NO. 2, said Southeast corner being 399.69 feet North 0°05'25" West and 1077.68 feet North 89°56'05" East from the Southwest corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°56'05" West 140 feet; thence South 100 feet; thence North 89°56'05" East 140 feet; thence North 100 feet to the place of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. A conditional use permit for parking as per letter dated August 3, 1972 from Salt Lake County in reference to north parcel.

BOOK 5639 PAGE 2117

EXHIBIT "6"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 2100 South Redwood Road, Salt Lake City, Utah

LEGAL DESCRIPTION:

Part of the Northeast quarter of the Northwest quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; Beginning at the intersection of the Southerly right of way line of Utah State Highway F. A. Project No. 218 and the Westerly line of Utah State Highway F. A. Project No. 229, which point is South $0^{\circ}02'16''$ West 50.00 feet and South $89^{\circ}41'$ West 69.00 feet from a Salt Lake City Monument, said monument being North $33^{\circ}25'29''$ East 3.60 feet from the Northeast corner of the Northwest quarter of said Section 22 and running thence from said point of beginning South $2^{\circ}13'$ East along said Westerly right of way line of Utah State Highway F. A. Project No. 229 a distance of 160.00 feet; thence South $89^{\circ}41'$ West 160.00 feet; thence North $2^{\circ}13'$ West 160.00 feet to said Southerly right of way line of Utah State F. A. Project No. 218; thence North $89^{\circ}41'$ East 160.00 feet to the point of Beginning.

Together with a right to use jointly with Lessor and others for parking and driveway as designated by Lessor from time to time over the north 50-foot strip along the adjoining property on the south side of said property.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.
4. Lessor is retaining, and such is not to be considered part of the leased premises, adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from 2100 South Street and Redwood Road to and from the property that Lessor is retaining on the south side of the property being leased herein.

BOOK 5639 PAGE 2119

EXHIBIT "7"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 3500 South 5600 West, Salt Lake City, Utah

LEGAL DESCRIPTION:

Beginning at a point 2 rods North and 2 rods West from the Southeast Corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 190 feet along the West line of 5600 West Street; thence West 190 feet; thence South 190 feet to the North line of 3500 South Street; thence East along said North line 190 feet to the point of BEGINNING.

LESS: Beginning at a point North $0^{\circ}09'50''$ West along the Section line 33.00 feet and South $89^{\circ}59'10''$ West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South $89^{\circ}59'10''$ West 190.00 feet; thence North $0^{\circ}09'50''$ West 7.00 feet; thence North $89^{\circ}59'10''$ East 170.00 feet; thence North $0^{\circ}09'50''$ West 183.00 feet; thence North $89^{\circ}59'10''$ East 20.00 feet; thence South $0^{\circ}09'50''$ East 190.00 feet to the point of Beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to the adjoining property on the north and the west.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

BOOK 5639 PAGE 2120

3. Present parking which extends over on other property not included in this Lease.
4. Lessee will put no barriers between the premises and the adjoining property on the north and the west.

BOOK 5689 PAGE 2121

EXHIBIT "8"
TO
ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
BETWEEN SCOTT M. WALDRON, et al.,
and CENTURY FOODS, INC.

ADDRESS: 75 East 200 South, Salt Lake City, Utah

LEGAL DESCRIPTION:

Beginning at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, and running thence West 140 feet; thence North 90.75 feet; thence West 25 feet; thence North 41.25 feet; thence East 165 feet; thence South 132 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A right of ingress and egress to 200 South Street from the adjoining property on the west.
4. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

3/22
WESTERN STATES TITLE
REF. REEF
Kathleen Gray
REBECCA GRAY

MAR 26 10 35 AM '85

KATH. WALDRON
RECORDER
SALT LAKE COUNTY,
UTAH

BOOK 5639 PAGE 2122