

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

AIC Land Lease  
SLC

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

4065438

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT (the "Assignment") is made this 3<sup>rd</sup> 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 to Purchase Agreements (the "Leases") with Anderson Investment Corporation, 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:

753 East 2100 South, Salt Lake City, Utah  
1122 South State Street, Salt Lake City, Utah  
7024 South 2000 East, Salt Lake City, Utah  
7849 South Redwood Road, Salt Lake City, Utah  
224 West 9000 South, Salt Lake City, Utah

and are more fully described on Exhibits 1 through 5 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.

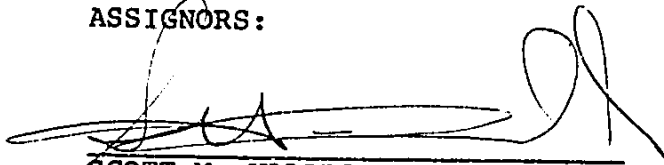
3. Assumption and Indemnification. Assignee hereby expressly assumes and agrees to perform all of Lessee's duties and obligations evidenced by the Leases, and each and every one of them, to be performed on and after the date of closing and Assignee hereby agrees to indemnify and hold Assignors harmless 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.

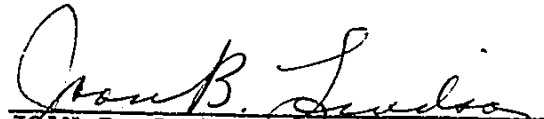
ASSIGNORS:


  
SCOTT M. WALDRON

D. R. LINDSAY ASSOCIATES

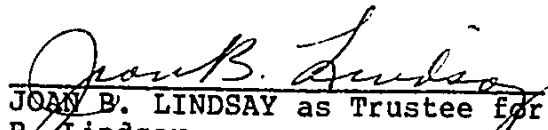
By: 

  
DEAN R. LINDSAY as Trustee for Joan B. Lindsay

  
JOAN B. LINDSAY as Trustee for Joan B. Lindsay

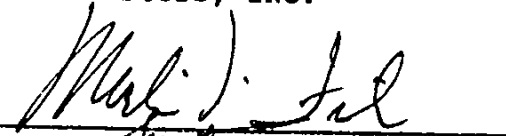
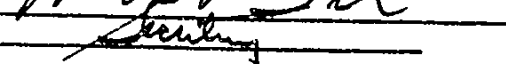
  
DEAN R. LINDSAY as Trustee for Dean R. Lindsay

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

  
JOAN B. LINDSAY as Trustee for Dean R. Lindsay

ASSIGNEE:

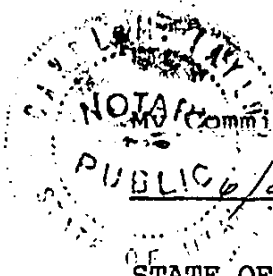
CENTURY FOODS, INC.

By:   
Its: 

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

On the 3<sup>rd</sup> 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.

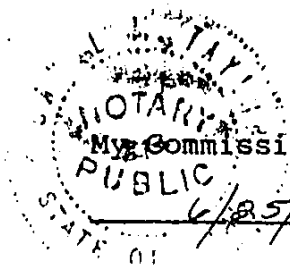
Carol M. Taylor  
Notary Public  
Residing in: Salt Lake County, ut



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

On the 3<sup>rd</sup> 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, ut



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

On the 3<sup>rd</sup> day of May, 1983, personally appeared before me 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 signers of the above

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instrument, who duly acknowledged to me that they executed the same.

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

My Commission Expires:  
NOTARY PUBLIC  
6/25/84

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

On the 3<sup>rd</sup> day of May, 1983, personally appeared before me Merlin V. Fish, who being by me duly sworn, did say that he is the Secretary of CENTURY FOODS, INC., a Utah corporation, and that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its Board of Directors and said Merlin V. Fish acknowledged to me that said corporation executed the same.

My Commission Expires:  
NOTARY PUBLIC  
6/25/84

Carol M. Taylor  
Notary Public  
Residing in: Carol M. Taylor

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

ADDRESS: 753 East 2100 South, Salt Lake City, Utah

**LEGAL DESCRIPTION:**

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

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 ex-

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tending into and over sidewalks, curbs, gutters and roadways.

3. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and Lessor's tenants from crossing from the adjoining property on the east and the west of said premises.
4. Common parking with Lessor and its tenants on the east 16 feet and on the west 30 feet, together with a right-of-way for access to and from the adjoining property on the west across the above premises to and from Lake Street and to and from 2100 South Street at the present curb openings on both the south and the north of the existing building adjoining on the west of the above premises.
5. A right-of-way across the north 20 feet of said premises extending from the east boundary to the west boundary for Lessor and those designated by Lessor.
6. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

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

ADDRESS: 1122 South State Street, Salt Lake City, Utah

LEGAL DESCRIPTION:

COMMENCING at the Northeast corner of Lot 22, Block 16, The Main Street Subdivision, being a subdivision of Lots 15, 16 and 18, Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake County, Utah, and running thence South along the West boundary line of State Street 155.0 feet, more or less, to the Southeast corner of Lot 27; thence West 165.0 feet; thence North 155.0 feet, more or less, to the South boundary line of Harvard Avenue; thence East along the South boundary line of Harvard Avenue 165.0 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. Joint use by Lessor and its tenants and invitees over the 20-foot square portion in the southwest corner and subject to a 20-foot right-of-way for ingress and egress to State Street from property on the west.
4. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.



5. Lessor is retaining adjoining property on the west and the south of the above-described property and such is not to be considered part of the leased premises.

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

ADDRESS: 7024 South 2000 East, Salt Lake City, Utah

LEGAL DESCRIPTION:

COMMENCING at a point 2 rods West and 100.98 feet South from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 153.88 feet; thence West 14 rods; thence North 187.57 feet; thence South 82°55' East 232.78 feet to the place of beginning. Subject to a right of way over the Northerly 20 feet 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 observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

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

ADDRESS: 7849 South Redwood Road, Salt Lake City, Utah

**LEGAL DESCRIPTION:**

Beginning at a point on the East line of the property deeded to the City of West Jordan by Special Warranty Deed dated May 2, 1977, said point being S 0°03'25" E along the  $\frac{1}{4}$  section line 183.07 feet and N 89°57'15" E parallel with the North line of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, 43.50 feet from the North  $\frac{1}{4}$  corner of said Section 34; thence N 89°57'15" E 71.99 feet; thence North 0°03'25" W 53.00 feet; thence N 89°57'15" E 117.49 feet; thence S 0°03'25" E 222.0 feet; thence S 89°57'15" W 189.48 feet to said East line of the City of West Jordan's property; thence N 0°03'25" W along said East line 169.06 feet to the point of beginning.

Together with a right-of-way for ingress and egress to 7800 South Street from said property to the extent and for the time Lessor has the control over the property described as follows:

A 20-foot wide right-of-way for both ingress and egress from the above property to 7800 South Street, approximately 116 feet east of the east line of Redwood Road over the following described property:

Beginning at a point 183 feet South from the Northwest corner of the Northeast quarter of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 115.5 feet; thence North 53 feet; thence East 78.5 feet; thence North 130 feet to the center of 7800 South Street; thence West 194.0 feet; thence South 183 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. 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 Redwood Road to and from the property that Lessor is retaining on the east side of the property being leased herein.

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

ADDRESS: 224 West 9000 South, Sandy, Utah

LEGAL DESCRIPTION:

Lot 2 and the East 10 feet of Lot 1 of ARK SUBDIVISION, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County.

SUBJECT TO AND TOGETHER WITH a non-exclusive 25.0 foot wide right of way limited to use in connection with adjoining property to which it is appurtenant, and the center line of which is described as follows:

Beginning on the North line of 9000 South Street, said point being South 89°53' West along the Center line of 9000 South Street 1865.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444 feet, more or less, to the Easterly line of 240 West Street. The location of the right of way may be changed upon mutual agreement among the owners of adjoining property to which it is appurtenant.

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 from and to 9000 South Street to the adjoining property of Lessor on the west over the west 20 feet of the above described premises.
4. The landscaping requirements of Sandy City not presently fully complied with.

700 20

MISSOURI STATE TITLE  
RECORDS  
REBECCA GRAY

MAR 26 10 35 AM '85

ALICE L. BILSON  
REGISTRAR  
SALT LAKE COUNTY,  
UTAH

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