

544043

ASSIGNMENT

541

BLK-K-NMC
BTS let 2

Assignment Agreement made this 31st day of May, 1979, by and between Fashion Village Shopping Center, a Utah limited partnership, of Bountiful, Utah, herein referred to as Assignor, and THE FASHION VILLAGE GROUP, a Utah limited partnership, of Salt Lake City, Utah, herein referred to as Assignee.

1. Assignor has entered into a Restrictive Covenant and Reciprocal Parking Agreement between itself and Dickson-Greaves-Greaves, a Utah general partnership, dated March 16, 1978, for a parcel of real property identified on the attached Exhibit "A", and by this reference incorporated herein.

2. Assignor has the right to assign its rights and obligations to said agreement.

3. Assignee is willing to assume all rights and obligations to said agreement with Dickson-Greaves-Greaves.

NOW THEREFORE, for the covenants contained herein, and for other good and valuable consideration, the Assignor hereby assigns, transfers, and conveys to Assignee all its rights, title, and interest in and to that certain agreement with Dickson-Greaves-Greaves, dated March 16, 1978, and Assignee hereby accepts said assignment, transfer, and conveyance, and further hereby agrees to keep all covenants, obligations, and responsibilities contained in said agreement, and will further hold Assignor harmless from any and all liability arising because of said agreement from the date hereof.

Recorded at request of SECURITY TITLE COMPANY, Ord or No. 67758 Fee Paid 2.00
Date SEP 11 1979 at 12:59 P.M. Recorder David Cecarfu
By Sharon M. Dornity Deputy Book 790 Page 541

ADSTRACTED
INDEXED
ENTERED
On Margin
Compared
DATE

542

DATED the day, month, and year first above written.

Assignor:

Fashion Village Shopping Center,
a limited partnership

By: Merrill W. Beck
Merrill W. Beck, General Partner

Assignee:

THE FASHION VILLAGE GROUP,
a limited partnership

By: Steven H. Nielsen
Steven H. Nielsen, General Partner

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

On this 31st day of May, 1979, before the undersigned
Notary Public, personally appeared Merrill W. Beck, General
Partner for Fashion Village Shopping Center, a limited partner-
ship, known to me to be the person whose name is subscribed to
the within instrument and acknowledged that he executed the same
for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official
seal.

Donita Angleton
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

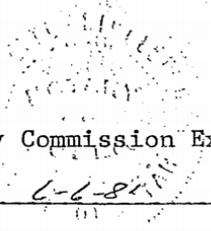
6-6-81

543

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

On this 31st day of May, 1979, before the undersigned Notary Public, personally appeared Steven H. Nielsen, General Partner, for The Fashion Village Group, a limited partnership, known to me to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Deane Haglund
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

6-6-81

EXHIBIT A

The following described tract of land situated in Davis County, State of Utah:

Beginning at a point South $89^{\circ}42'$ West 117.5 feet along the South line of 500 South Street from the Northeast corner of Lot 2, Block "K", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence South $89^{\circ}42'$ West 115.14 feet along the South line of said Street; thence South $0^{\circ}18'$ East 235.39 feet to the North line of a right of way; thence South $77^{\circ}30'42''$ East 117.83 feet along said right of way to a point South $0^{\circ}15'$ East of the point of beginning; thence North $0^{\circ}15'$ West 261.47 feet to the point of beginning.