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 12/10/2007 10:01:00 AM \$36.00  
 Book - 9546 Pg - 1258-1264  
 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 FIRST AMERICAN TITLE  
 BY: eCASH, DEPUTY - EF 7 P.

When Recorded, Mail To:

Suburban Land Reserve, Inc.  
 5 Triad Center, Suite 330  
 Salt Lake City, Utah 84180  
 Attn: Carl Duke

## COURTESY RECORDING

*Space Above this Line for Recorder's Use Only*

This document is being recorded solely as a courtesy and an accommodation to the parties named herein. First American Title Insurance Company hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

### ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is made this 6<sup>th</sup> day of December, 2007, by ZIONS SECURITIES CORPORATION, a Utah corporation ("Assignor"), in favor of SUBURBAN LAND RESERVE, INC., a Utah corporation ("Assignee"), with reference to the following facts and circumstances:

A. Assignor is the "Declarant" under that certain Amended and Restated Declaration of Easements, Covenants and Restrictions for Bonneville Center, dated January 29, 1997 and recorded February 11, 1997, as Entry No. 6570367, in Book 7596, beginning at Page 2627, in the office of the Salt Lake County Recorder (the "Declaration").

B. The Declaration encumbers certain real property comprising the project commonly known as the "Bonneville Center," located in Salt Lake City, Salt Lake County, Utah, more particularly described on Exhibit "A" attached hereto and incorporated by reference herein (the "Property").

C. Assignor has sold to Assignee all of Assignor's right, title, and interest in and to the Property, and now desires to assign to Assignor all of its rights, duties, and obligations as Declarant under the Declaration, including, without limitation, all of Assignor's rights, duties, and obligations as the "Class 'B' Member" under the Declaration.

D. Assignee desires to assume all of the rights, duties, and obligations of Assignee as Declarant, including, without limitation, all of Assignor's rights, duties, and obligations as the Class "B" Member under the Declaration.

E. Pursuant to Section 14.8 of the Declaration, any and all of the rights, powers and reservations of Declarant contained in the Declaration may be assigned by Declarant, by written, recorded instrument, to any person, corporation, association or other entity which assumes such assigned duties of Declarant.

F. Pursuant to Section 7.3.2 of the Declaration, Declarant may assign, by recorded writing, one or more of its Class "B" votes as the Class "B" Member under the Declaration.

G. By this Assignment, Assignor desires to assign to Assignee and Assignee desires to assume from Assignor, all rights, powers, and reservations of Declarant and the Class "B" Member under the Declaration, as further set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in accordance with the terms and conditions of the Declaration, Assignor and Assignee hereby agree as follows:

1. Definitions. All terms herein initially appearing in quotation marks but not herein defined shall have the meanings ascribed to such terms in the Declaration.

2. Assignment. Assignor hereby assigns, transfers, and conveys to Assignee and Assignee's successors and assigns, all of Assignor's rights, powers, reservations, duties, and obligations as Declarant arising under or pursuant to the Declaration, including, without limitation, all of Assignor's right, title, and interest in and to all of the Class "B" votes as the Class "B" Member under the Declaration.

3. Assumption. Assignee hereby assumes all of Assignor's rights, powers, reservations, duties, and obligations as Declarant arising under or pursuant to the Declaration, including, without limitation, all of Assignor's right, title, and interest in and to all of the Class "B" votes as the Class "B" Member under the Declaration, and hereby agrees to perform, fulfill, and comply with all covenants and obligations to be performed, fulfilled, or complied with by Declarant and the Class "B" Member under the Declaration, arising from and after the date hereof.

4. Declarant; Class "B" Member. From and after the date hereof, Assignee shall be the Declarant for all purposes under the Declaration. Further, from and after the date hereof, Assignee shall be the Class "B" Member under the Declaration.

5. Further Assurances. Assignor and Assignee agree to execute such other documents and perform such other acts as may be reasonably necessary or proper and usual to effectuate the intent of this Assignment.

6. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

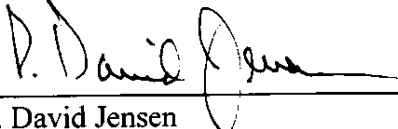
7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of such counterparts together shall constitute one and the same instrument.

*[Signature Pages Follow]*

Signature Page  
To  
Assignment of Declarant's Rights

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment to be effective as of the date of recording in the offices of the Salt Lake County Recorder.


ASSIGNOR: ZIONS SECURITIES CORPORATION,  
a Utah corporation

By:   
P. David Jensen  
Senior Vice President & COO

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE    )

On this 3 day of December, 2007, personally appeared before me P. David Jensen, known or satisfactorily proved to me to be the Senior Vice President and COO of Zions Securities Corporation, a Utah corporation, who acknowledged to me that he signed the foregoing instrument as Senior Vice President and COO for said corporation.



  
Notary Public for Utah



**Exhibit "A"**  
to  
**Assignment of Declarant's Rights**

[Legal Description of Property]

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

**Property "A":**

**Parcel 1 (Easterly of Apollo Road):**

Part of the Southwest Quarter of Section 35, Township 1 North, Range 2 West Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at the intersection of the South line of Amelia Earhart Drive with the West line of 5600 West Street, which point is 60.13 feet South 00°02'12" West along the monument line of said 5600 West Street and 110.00 feet North 89°57'48" West from the centerline monument marking the intersection of said monument line of 5600 West Street and the monument line at Amelia Earhart Drive (the basis of bearing being North 89°58'28" East 2581.73 feet along the Section line between the Salt Lake County Monuments found marking the North Quarter corner of the Northeast corner of said Section 35), and running thence South 00°02'12" West 680.03 feet along said West line of 5600 West Street; thence South 02°33'10" West 680.13 feet along said line to the Northerly right-of-way line of Interstate 80; thence along said Northerly right-of-way line the following five courses: South 82°12'46" West 242.86 feet; and South 73°18'21" West 276.67 feet; and South 65°05'01" West 295.34 feet and South 75°44'02" West 626.42 feet; and South 87°36'53" West 215.13 feet to the Easterly line of Interstate 80 frontage road (Apollo Road); thence along said line the following five courses: North 58°45'43" East 1178.16 feet to the point of curvature with a 333.00 foot radius curve to the left; and Northeasterly 344.52 feet along the arc of said curve through a central angle of 59°16'39"; and North 00°30'56" West 388.64 feet to the point of curvature with a 717.00 foot radius curve to the right; and Northerly 202.44 feet along the arc of said curve through a central angle of 16°10'37"; and North 15°39'41" East 273.12 feet to the point of curvature with a 30.00 foot radius curve to the right; thence Northeasterly 44.53 feet along the arc of said curve through a central angle of 85°02'57", to said South line of Amelia Earhart Drive and a point of reverse curvature with a 700.00 foot radius curve to the left; thence Easterly 131.25 feet along said South line of Amelia Earhart Drive and along the arc of said curve through a central angle of 10°44'36"; thence North 89°58'02" East 196.83 feet along said South line to the point of beginning.

**Parcel 2 (Westerly of Apollo Road):**

Beginning at the intersection of the centerline of the Salt Lake, Garfield & Western Railroad easement and the West line of John Glen Road (6070 West), which point is 490.27 feet South 89°58'51" West along the Section line and 1388.86 feet South 00°02'54" West from the North Quarter corner of Section 35, Township 1 North, Range 2 West, Salt

Lake Base & Meridian (the basis of bearing being North 89°58'28" East 2581.73 feet along the Section line between the Salt Lake Monuments found marking the North Quarter corner and the Northeast corner of said Section 35), and running thence South 00°02'54" West 524.37 feet along said West line of John Glenn Road to the Southwest corner of Salt Lake International Center Plat 6, as recorded in the Office of the Salt Lake County Recorder; thence South; thence South 89°57'06" East 66.00 feet to a point of non-tangency with a 30.00 foot radius curve to the right (radius point bears South 89°57'06" East); thence Northeasterly 47.09 feet along the arc of said curve through a central angle of 89°55'51" (chord bears North 45°00'49" East 42.40 feet), to the Southerly line of Amelia Earhart Drive; thence along said line for the following three courses: North 89°58'45" East 1164.19 feet to the point of curvature with a 910.00 foot radius curve to the right; and Southeasterly 714.45 feet along the arc of said curve through a central angle of 44°59'01"; and South 41°54'50" East 185.16 feet to the point of curvature with a 30.00 foot radius curve to the right; thence Southerly 45.49 feet along the arc of said curve through a central angle of 86°52'36"; thence South 45°04'33" East 66.00 feet to the point of non-tangency with a 30.00 foot radius curve to the right (radius point bears South 45°02'14" East); thence Easterly 47.12 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 89°57'46" East 42.43 feet), to said Southerly line of Amelia Earhart Drive; thence South 45°02'14" East 296.91 feet along said line to the point of curvature with a 700.00 foot radius curve to the right; thence Southeasterly 297.50 feet along said line and along the arc of said curve through a central angle of 24°21'03", to the point of reverse curvature with a 30.00 foot radius curve to the right; thence Southeasterly 44.53 feet along the arc of said curve through a central angle of 85°02'57", to the Westerly line of the I-80 frontage road (Apollo Road); thence along said line the following seven courses: South 15°39'41" West 273.12 feet to the point of curvature with a 783.00 foot radius curve to the left; and Southerly 221.07 feet along the arc of said curve through a central angle of 16°10'37"; and South 00°03'056" East 388.64 feet to the point of curvature with a 267.00 foot radius curve to the right; and Southwesterly 276.23 feet along the arc of said curve through a central angle 59°16'39" and South 58°45'43" West 972.83 feet; and South 72°23'41" West 6.00 feet to a point of non-tangency with a 945.34 foot radius curve to the right (radius point bears North 27°35'14" West); thence Southwesterly 441.32 feet along the arc of said curve through a central angle of 26°44'51" (chord bears South 75°47'12" West 437.32 feet) to the Northerly right-of-way line of Interstate 80; thence along said line the following seven courses: South 89°09'38" West 436.09 feet to the point of curvature with an 1876.92 foot radius curve to the right; and Westerly 449.31 feet along the arc of said curve through a central angle of 13°42'57"; and North 70°34'18" West 174.71 feet; and North 76°45'11" West 41.44 feet; and North 73°19'11" West 123.37 feet; and North 86°38'17" West 343.65 feet; and South 89°58'07" West 372.55 feet to the centerline of said Salt Lake, Garfield and Western Railroad easement; thence North 00°05'35" West 617.97 feet along said line; thence South 61°51'57" East 26.02 feet, thence South 79°05'24" East 27.57 feet to the Easterly line of said Salt Lake, Garfield & Western Railroad easement; thence North 00°05'35" West 1760.25 feet along said line to the point of curvature with a 530.00 foot radius curve to the right; thence Northeasterly 507.86 along said line and along the arc of said curve through a central angle of 54°54'07"; thence North 00°02'41" West 59.89 feet to the centerline of said Salt Lake, Garfield & Western Railroad easement and a point of non-tangency on a 580.00 foot radius curve to the right (radius point bears South 31°47'03" East); thence Northeasterly 319.58 feet along the arch of said curve and said centerline through a central angle of 31°34'13" (chord bears North 74°00'03" East 315.56 feet); thence North 89°47'10" East 234.42 feet along said centerline to the point of beginning.

Contains 181.808 acres, more or less.

1004504.03

Exhibit "A" – Page 2 of 3

BK 9546 PG 1263

**Property "B":**

Part of the Northwest Quarter of Section 35, Township 1 North, Range 2 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at a point on the West line of John Glenn Road (6070 West), which point is 490.27 feet South 89°58'51" West along the Section line and 66.00 feet South 00°02'54" West from the North Quarter corner of Section 35, Township 1 North, Range 2 West, Salt Lake Base & Meridian (the basis of bearing being North 89°58'28" East 2581.73 feet along the Section line between the Salt Lake County Monuments found marking the North Quarter corner and the Northeast corner of said Section 35), and running thence South 00°02'54" West 1322.86 feet along said West line of John Glenn Road to the centerline of the Salt Lake, Garfield & Western Railroad right of way; thence South 89°47'10" West 234.42 feet along said centerline to the point of curvature with a 580.00 foot radius curve to the left, thence Southwesterly 319.58 feet along the arc of said curve and said centerline through a central angle of 31°34'13" to the West line of the Little Goggin Drain Easement; thence North 00°02'41" West 1410.52 feet along said line; thence North 89°58'51" East 539.97 feet to the point of beginning.

Contains 16.570 acres, more or less.

For information purposes only, the above described real property includes all or portions of the following Tax Parcels:

07-35-400-004-0000  
07-35-426-001-0000  
07-35-252-005-0000  
07-35-252-004-0000  
07-35-100-014-0000  
07-35-401-001-0000  
07-35-470-001-0000  
07-35-400-007-0000  
07-35-400-005-0000  
07-35-426-009-0000  
07-35-326-002-0000  
07-35-252-003-0000  
07-35-326-005-0000  
07-35-100-015-0000  
07-35-426-007-0000