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03/28/2002 11:17 AM 18.00  
Book - 8581 Pg - 3748-3752  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: ZJM, DEPUTY - WI 5 P.

When recorded, return to:  
Patricia Diane Dorcich Trust  
c/o Jeoff Meacham  
P.O. Box 2337  
Boulder Creek, CA 95006

For reference Only: Tax Parcel No. 22-29-427-005

**ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Agreement") is made by and between **OVERLOOK AT UNION PARK, L.C.**, a Utah limited liability company ("Assignor") and **PATRICIA DIANE DORCICH AS TRUSTEE OF THE PATRICIA DIANE DORCICH 1995 TRUST** dated November 16, 1995, ("Assignee") this 12<sup>th</sup> day of February, 2002 (the "Effective Date") in contemplation of the following facts and circumstances:

A. Assignor holds an undivided fifty percent (50%) interest in and to that certain Stand Alone Site Ground Lease dated June 13, 2001 between Overlook at Union Park, L.C., a Utah limited liability company as to an undivided 50% interest and Patricia Diane Dorcich as Trustee of the Patricia Diane Dorcich 1995 Trust, dated November 16, 1995 as to an undivided 50% interest, as tenants in common, collectively as "Landlord" therein, and IHOP Properties, Inc., a California corporation, as the "Tenant" therein, (the "Lease") which provides for the occupancy of all of that certain real property (the "Property") which is described as follows:

Lot 3B, OVERLOOK AT UNION POINT LOT 3 AMENDED, according to the official plat thereof, filed in the Official Records of the Salt Lake County Recorder. Sidwell No. 22-29-427-010

B. Concurrently herewith, Assignor has conveyed all of its right, title and interest in and to the Property to Assignee by a Warranty Deed recorded in the Office of the County Recorder, Salt Lake County, Utah.

C. Upon the terms and conditions set forth herein Assignor intends to convey to Assignee, and Assignee desires to accept and assume, all of Assignor's right, title and interest in and to the Lease.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants herein contained, and for the sum of Ten and 00/100 Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as the Landlord ("Landlord") in and to the Lease.

LTC 28471

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2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all obligations, covenants and agreements of Assignor under the Lease from and after the Effective Date.

3. Indemnification. Assignee hereby covenants and agrees that it will indemnify and hold harmless and, at Assignor's option, defend Assignor for, from and against all claims, demands, obligations, suits, actions, proceedings, costs, fees (including, but not limited to, attorneys' fees) and all other expenses, liabilities or obligations arising after the Effective Date under the terms of the Lease or any extension, modification or renewal thereof, except any claims, demands, investigations, suits, actions, proceedings, costs, fees and other expenses which arose or accrued prior to the Effective Date. Assignor shall indemnify and hold harmless and, at Assignee's option, defend Assignee for, from and against all claims, demands, obligations, suits, actions, proceedings, causes of action, costs, fees (including, but not limited to, attorneys' fees) and all other expenses, liabilities or obligations under Landlord's obligations under the Lease which have accrued or arisen prior to the Effective Date.

4. Miscellaneous. This Agreement shall be construed and enforced in accordance with, and be governed by, the laws of the State of Utah. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto. No modification of this Agreement shall be deemed effective unless in writing and executed by the parties hereto. In the event of litigation involving this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its costs and expenses incurred in such action from the other party, including, but not limited to, its reasonable attorneys' fees as determined by the judge of the court.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

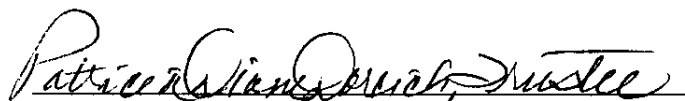
IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the Effective Date.

ASSIGNOR:

OVERLOOK AT UNION PARK, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_  
John R. Thackeray  
Its: Manager

ASSIGNEE:

  
Patricia Diane Dorcich as Trustee of the Patricia  
Diane Dorcich 1995 Trust

[notary acknowledgments on following page]

2. Assumption. Assignee hereby accepts the foregoing assignment and assumes and agrees to perform all obligations, covenants and agreements of Assignor under the Lease from and after the Effective Date.

3. Indemnification. Assignee hereby covenants and agrees that it will indemnify and hold harmless and, at Assignor's option, defend Assignor for, from and against all claims, demands, obligations, suits, actions, proceedings, costs, fees (including, but not limited to, attorneys' fees) and all other expenses, liabilities or obligations arising after the Effective Date under the terms of the Lease or any extension, modification or renewal thereof, except any claims, demands, investigations, suits, actions, proceedings, costs, fees and other expenses which arose or accrued prior to the Effective Date. Assignor shall indemnify and hold harmless and, at Assignee's option, defend Assignee for, from and against all claims, demands, obligations, suits, actions, proceedings, causes of action, costs, fees (including, but not limited to, attorneys' fees) and all other expenses, liabilities or obligations under Landlord's obligations under the Lease which have accrued or arisen prior to the Effective Date.

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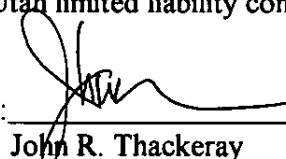
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ASSIGNOR:

OVERLOOK AT UNION PARK, L.C.,  
a Utah limited liability company

By: \_\_\_\_\_

  
John R. Thackeray  
Its: Manager

ASSIGNEE:

\_\_\_\_\_  
Patricia Diane Dorcich as Trustee of the Patricia  
Diane Dorcich 1995 Trust

BK8581 PG3750

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

The foregoing instrument was acknowledged before me this \_\_\_ day of February, 2002, by John R. Thackeray, Manager of OVERLOOK AT UNION PARK, L.C., a Utah limited liability company.

My commission expires \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

STATE OF CALIFORNIA )  
 : ss.  
COUNTY OF SANTA CLARA )

On February 12, 2002, before me, NAHEL ALJANDALI, personally appeared Patricia Diane Dorcich, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]

[notary acknowledgments on following page]

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

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2002, by John R. Thackeray, Manager of OVERLOOK AT UNION PARK, L.C., a Utah limited liability company.



My commission expires 9-26-2005

Laurel Kay Thomson

Notary Public

Residing at: Salt Lake County, UT

~~STATE OF CALIFORNIA )  
 : ss.  
COUNTY OF \_\_\_\_\_ )~~

~~On February \_\_\_\_, 2002, before me, \_\_\_\_\_, personally appeared Patricia Diane Dorcich, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.~~

~~WITNESS my hand and official seal~~

~~(This area for official notarial seal)~~

Signature: \_\_\_\_\_