David P. Hirschi Parsons, Behle & Latimer 79 South State Street Box 11898 Salt Lake City, Utah 84147

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Statement Records

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Statement Records

ASSIGNMENT OF SUBSTITUTED SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF EASEMENTS, COVENANTS AND RESTRICTIONS OF SALT LAKE INTERNATIONAL CENTER, UNIT 1 B

THIS AGREEMENT made in the City of Salt Lake, State of Utah, on this day of December, 1978, by and between A. K. UTAH

PROPERTIES, INC., a Utah corporation (hereinafter referred to as the "Assignor"), and SALT LAKE INTERNATIONAL CENTER, a Utah corporation (hereinafter referred to as the "Assignee").

WITNESSETH:

WHEREAS, the Assignor has caused to be established and filed a certain Master Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, dated April 29, 1975, and recorded in Book 3846, Page 372, as Entry No. 2703864 in the records of the Salt Lake County Recorder, and

WHEREAS, the Assignor has caused to be established and filed an Amendment to said Master Declaration, dated July 13, 1976, and recorded in Book 4273 at Page 316, as Entry No. 2836791; and

WHEREAS, the Assignor has cause to be established and filed a certain Substituted Supplemental Declaration of the Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 1 B, dated August 26, 1976, and recorded on September 2, 1976, in Book 4323 at Page 235, as Entry No. 2852114; covering real property described in Exhibit "A", attached hereto; and

WHEREAS, Article I, Section 7 of said Master Declaration allows for assignment of said Substituted Supplemental Declaration; and

WHEREAS, the Assignee desires to require from the Assignor all of the right, title, interest and obligation of the Assignor in Substituted Supplemental Declaration, which is incorporated herein by reference, and wishes to stand in the place of Assignor with respect to said Substituted Supplemental Declaraction.

NOW, THEREFORE, it is hereby mutually agreed as follows:

1. That the Assignor in consideration of payment of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of

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UNITY TITLE COMPANY

which is hereby acknowledged, hereby conveys and assigns all its right, title, interest and obligation in and under said Substituted Supplemental Declaration to the Assignee.

- 2. That to induce the Assignee to pay the said sum of money and to accept its right, title, interest and obligations under the said Substituted Supplemental Declaration, the Assignor hereby represents to the Assignee as follows:
- (a) That the Assignor has duly performed all the conditions of said Substituted Supplemental Declaration to date.
- (b) That the said Substituted Supplemental Declaration is now in full force and effect.
- $% \left(c\right) =0$. That the said Substituted Supplemental Declaration is assignable.
- 3. That in consideration of the Assignor assigning these Substituted Supplemental Declaration, the Assignee covenants with the Assignor as follows:
- (a) That the Assignee will duly keep, observe and perform all right, title, interest and obligations under the said Substituted Supplemental Declaration that are to be kept, observed and performed by the Assignor.
- (b) That the Assignee will save and hold harmless the Assignor of and from any and all actions, suits, costs, damages, claims and demands whatsoever arising by reason of an act or omission of the Assignee arising as a result of this assignment.
- (c) That the Assignee will assume the responsibility of "Declarant" and "Common Areas Manager", as those terms are defined in said Master Declaration and referred to in said Substituted Supplemental Declaration, and will faithfully perform the functions relating thereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

ATTEST: A. K. UTAH PROPERTIES, INC. ATTEST SALT LAKE INTERNATIONAL CENTER STATE OF UTAH COUNTY OF SALT LAKE) On the 28% day of December, 1978, personally appeared before me Emanuel A. Floor, who being by me duly sworn, did say that he is the President of A. K. UTAH PROPERTIES, INC., a Utah corporation, and that the foregoing Assignment of Substituted Supplemental Declaration was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and the said Emanuel A. Floor acknowledged to me that said corporation executed the same. Salt Lake County, Utah STATE OF UTAH ss: COUNTY OF SALT LAKE

On the 28th day of December, 1978, personally appeared before me Emanuel A. Floor, who being by me duly sowrn, did say that he is the President of SALT LAKE INTERNATIONAL CENTER, a Utah corporation, and the foregoing Assignment of Substituted Supplemental Declaration was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and the said Emanuel A. Floor acknowledged to me that said corporation executed the same.

My Commuse Lar Expires:

Aug 1 B 1981

NOTARY PUBLIC residing at
Salt Luke County, Utah

695 30% OC 1800

EXHIBIT "A"

SALT LAKE INTERNATIONAL CENTER PLAT 1B

An Industrial Subdivision located in Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, more particulary described as follows:

BEGINNING at the Southwest corner of Lot 1, SALT LAKE INTERNATIONAL CENTER, Plat 1A, an Industrial Subdivision of part of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, according to the official plat thereof, said point being North 89° 58' East 2162.00 feet along the section line and South 0° 02' East 2690.29 feet from the Northwest corner of said Section 36; and running thence South 89° 58' West 727.00 feet; thence South 0° 02' East 1306.00 feet; thence North 89° 58' East 66.00 feet; thence South 0° 02' East 393.04 feet to the North right-of-way line of North Temple Street; thence North 89° 58' East 9.00 feet; thence South 84° 19' 22" East 402.00 feet; thence North 89° 58' East 1546.94 feet to a point on the boundary of said Plat 1A, which point is on a 150 foot radius curve to the right, thence northerly and northeasterly along said curve for an arc distance of 176.07 feet (central angle = 67° 15' 10"), radial bears South 22° 46' 50" East, thence North 0° 02' West 1412.37 feet to a point on a 150 foot radius curve to the right (Radial bears North 22° 42' 50" East) thence Northwesterly along said curve for an arc distance of 125.09 feet (central angle = 47° 46' 54") thence continuing along the boundary of said Plat IA South 89° 58' West 1303.52 feet and thence North 0° 02' West 100.00 feet to the point of BEGINNING.