

E 3075700 B 6951 P 923-929
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
02/13/2018 02:37 PM
FEE \$0.00 Pgs: 7
DEP RTT REC'D FOR CENTERVILLE CITY

When recorded, return to:

Centerville City
ATTN: City Recorder
250 North Main Street
Centerville, Utah 84014

Affects Parcels: 06-336-0002, 06-336-0003, 06-368-0401, 06-368-0404, 06-368-0408

ASSIGNMENT AND ASSUMPTION AGREEMENT

(LOT 2, LOT 3, LOT 401, LOT 404 and LOT 408) *Legacy Crossing at Parrish Lane
of the Legacy Crossing at Parrish Lane Sub. and Lot 4 Amended Sub.*

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of the 13 day of February, 2018, by and between **CENTERVILLE CITY**, a Utah municipal corporation ("City"), **HCR LEGACY, LLC**, a Utah limited liability company, **KEM HOLDINGS, LLC**, a Utah limited liability corporation, **TETON OFFICE VENTURES LLC**, a Utah limited liability company, and **S&J 5, LLC**, a Utah limited liability company (collectively referred to herein as "Developer" or "Parties").

RECITALS

A. **WHEREAS**, the City is a party to that certain Legacy Crossing at Parrish Lane Development Agreement & Exhibits, dated July 26, 2010 and recorded on September 28, 2010 as Entry No. 2555652 in the Davis County Recorder's Office, as the same has been or may be amended from time to time (the "Development Agreement"), recorded against and subject to all property within the Legacy Crossing at Parrish Lane Planned Development (the "Legacy Crossing Planned Development").

B. **WHEREAS**, the Parties have purchased property within the Legacy Crossing Planned Development and are required to enter into an Assignment and Assumption Agreement pursuant to Section 60 of the Development Agreement agreeing to be bound by and perform all obligations under the Development Agreement with respect to their subject property as more particularly provided herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **Assignment.** Effective as of the Assignment Date and subject to the terms and conditions of this Agreement, the Parties hereby agree to be bound by and perform all obligations under the Development Agreement with respect to their subject property (the "Assignment").

2. **Further Actions.** Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party hereto, such further instruments of transfer and assignment and to take such other action as such other Party may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

3. **City Consent.** By executing the Agreement below, the City hereby constitutes this Agreement as sufficient written notice under Section 60 of the Development Agreement, and the City approves the substance and form of this Assignment as included in this Agreement.

4. **Miscellaneous.**

(a) **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

(b) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(c) **Recording.** Upon its full execution, this Agreement shall be promptly recorded in the Davis County Recorder's Office.

(d) **Amendment.** No supplement, modification, waiver, or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by all Parties hereto. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

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

(f) **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of Utah, without respect to the provisions concerning the conflict of laws.

(g) **Attorneys' Fees.** In the event of any suit, action, or proceeding brought by any Party for a breach of any term hereof, or to enforce any provision hereof, the prevailing Party shall be entitled to reasonable attorneys' fees in addition to court costs and other expenses of litigation in said action or proceeding. For purposes of this Agreement, "prevailing party" includes, without limitation, a party who agrees to dismiss an action or proceeding upon the other's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief sought.

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment and Assumption Agreement by and through their respective, duly authorized representatives as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

“CITY”

ATTEST:

CENTERVILLE CITY

Mackenzie Wood
City Recorder

By: Clay A. Wilkinson
Mayor

“DEVELOPER”

HCR LEGACY, LLC

By: Paul W. Jones
Its: OWNER

KEM HOLDINGS, LLC

By: Amy Carter
Its: Owner

TETON OFFICE VENTURES, LLC

By: Gayle Wright
Its: Manager

S & J 5, LLC

By: Sid Roberts N
Its: Manager

[ACKNOWLEDGEMENT NOTARY SIGNATURES FOLLOW]

CENTERVILLE CITY ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 13 day of February, 2018, personally appeared before me Clark A. Wilkinson, who being duly sworn, did say that he is the Mayor of **CENTERVILLE CITY**, a municipal corporation of the State of Utah, and that the foregoing instrument was signed in behalf of the City by authority of its governing body and said Mayor acknowledged to me that the City executed the same.



Mackenzie Wood
Notary Public

My Commission Expires:

01/08/2022

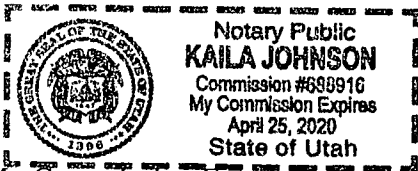
Residing at:

Davis County, Utah

HCR LEGACY, LLC ACKNOWLEDGEMENT

STATE OF Utah)
 :SS.
COUNTY OF DAVIS)

On the 15th day of September, 2017 personally appeared before me John Toone who being by me duly sworn did say that (s)he is the Owner of **HCR LEGACY, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



[Signature]
Notary Public

My Commission Expires:

4.25.20

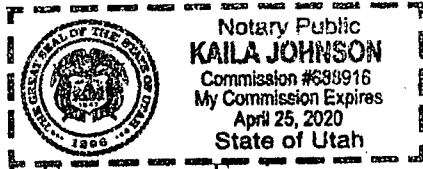
Residing at:

Davis County, Utah

KEM HOLDINGS ACKNOWLEDGEMENT

STATE OF Utah)
)
:SS.
COUNTY OF Davis)

On the 14th day of September, 2017 personally appeared before me Amy Curtis who being by me duly sworn did say that (s)he is the Owner of **KEM HOLDINGS, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



My Commission Expires:

4.25.20

[Signature]
Notary Public

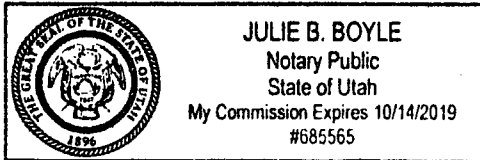
Residing at:

Davis County, UT

TETON OFFICE VENTURES ACKNOWLEDGEMENT

STATE OF Utah)
)
:SS.
COUNTY OF Davis)

On the 13th day of February, 2018 personally appeared before me Gary m. Wright who being by me duly sworn did say that (s)he is the Manager of **TETON OFFICE VENTURES, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



My Commission Expires:

10-14-2019

[Signature]
Notary Public

Residing at:


Davis County, UT

S & J 5 ACKNOWLEDGEMENT

STATE OF UT)
)
COUNTY OF Davis)
)
:SS.



On the 22nd day of September, 2017 personally appeared before me Sid Roberts who being by me duly sworn did say that (s)he is the Manager of **S & J 5, LLC**, and that the foregoing instrument was signed in behalf of said company by authority of its members and they acknowledged to me that said company executed the same.



Notary Public

My Commission Expires:

06/30/18

Residing at:

Davis County, Utah