E 3359529 B 7717 P 1441-1445
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/16/2021 1:27:00 PM
FEE \$44.00 Pgs: 5
DEP eCASH REC'D FOR COTTONWOOD TITLE INS

### WHEN RECORDED, MAIL TO:

GBR Investments #1 LLC
423 West. Broadway Ste. 230
Salt Lake City, Utah 84101
10-311-0012, 10-311-0013, 10-311-0014
10-105-6001, 10-105-0002, 10-105-0003
10-105-0004, 10-105-0007, 10-105-0008,
10-105-0009, 10-105-0010 \$ 10-105-0011

Tax Id. Nos. See Exhibit A

# CT-139203-CAY ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment") is made this day of March, 2021 (the "Effective Date"), by ND-CS, L.C., a Utah limited liability company, as to an undivided eighty percent (80%) interest as a tenant-in-common, and KPFN PROPERTIES, LLC, a Utah limited liability company, as to an undivided twenty percent (20%) interest as a tenant-in-common (collectively, "Assignor"), in favor of GBR INVESTMENTS #1 LLC, a Utah limited liability company ("Assignee").

### RECITALS

- A. Pursuant to that certain Assignment of Declarant's Rights, recorded as Entry No. 3001801, in Book 6701 at Page 370 in the Official Records of Davis County, Utah, Assignor is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements, recorded August 07, 1996, as Entry No. 1266307 in Book 2031 at Page 135, in the Official Records of Davis County, Utah (the "Declaration").
- B. The Declaration encumbers certain real property comprising the project commonly known as the "Woodland Park Commercial Subdivision," located in Layton City, Davis County, Utah, more particularly described on <u>Exhibit A</u>, attached hereto and incorporated by reference herein (the "Properties").
- C. Assignor has agreed to sell to Assignee all of Assignor's right, title, and interest in and to the portion of the Properties owned by Assignor, and Assignor desires to assign to Assignee all of its rights, duties, privileges, interests, obligations, powers, and reservations as Declarant under the Declaration. Assignee desires to assume all of the rights, duties, and obligations of Assignee as Declarant, from the Effective Date.

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. <u>Definitions</u>. Any and all capitalized terms used in this Assignment which are not specifically defined herein shall be given the same definitions assigned such terms in the Declaration.

- 2. <u>Assignment.</u> To the extent held by Assignor, Assignor hereby assigns, transfers, and conveys to Assignee and Assignee's successors and assigns, all of Assignor's rights, duties, privileges, interests, obligations, powers, and reservations as Declarant arising under or pursuant to the Declaration, but without representation or warranty whatsoever.
- 3. <u>Assumption</u>. Assignee hereby assumes all of Assignor's rights, duties, privileges, interests, obligations, powers, and reservations as Declarant arising under or pursuant to the Declaration, and hereby agrees to perform, fulfill, and comply with all covenants and obligations to be performed, fulfilled, or complied with by Declarant under the Declaration, arising from and after the Effective Date.
- 4. <u>Binding Effect</u>. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.
- 5. <u>Authorization</u>. The individuals signing for the respective entities make the following representations: (i) he/she has read this Assignment, (ii) he/she has authority to act for the entity designated below, (iii) he/she shall execute this Assignment acting in said capacity.
- 6. <u>Counterparts</u>. This Assignment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.
- 7. Attorneys' Fees. If there is any litigation between Seller and Purchaser to enforce or interpret any provisions or rights under this Assignment, the unsuccessful party in such litigation, as determined by the court, shall pay to the successful party, as determined by the court, all costs and expenses, including but not limited to reasonable attorneys' fees, incurred by the successful party, such fees to be determined by the court sitting without a jury.

[signatures and acknowledgments follow]

### **ASSIGNEE:**

GBR INVESTMENTS #1 LLC, a Utah limited liability company

STATE OF UTAH

COUNTY OF SATE LAKE )
On this 19/6 day of March, 2021, before me personally appeared MICHAEL BATT personally known to me or whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he signed the foregoing document, as the Manager GBR INVESTMENTS #1 LLC, a Utah limited liability company. Notary Public

CORTLUND G. ASHTON NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706831 COMM. EXP. 07-25-2023

## **ASSIGNOR**:

ND-CS, L.C., a Utah limited liability company	KPFN PROPERTIES, LLC, a Utah limited liability company	
By: The Ninigret Group, L.C., a Utah limited liability company Its: Manager	By: The Ninigret Group, L.C., a Utah limited liability company Its: Manager	
By: May Calmon Randolph G. Abood, Manager	By: Randolph G. Abood, Manager	
STATE OF UTAH )	CORTLUND G. ASHTON	
COUNTY OF SALT LAKE )	notary public-state of utah commission# 706831 COMM. EXP. 07-25-2023	
	day of March, 2021, by Randolph G. Abood, the	
Manager of The Ninigret Group, L.C., a Utah limited liability company, which is the Manager of		
ND-CS, L.C., a Utah limited liability compa	Costul & att	
	Notary Public	
STATE OF UTAH )	CORTLUND G. ASHTON	
county of Salt Lake )	NOTARY PUBLIC-STATE OF UTAH COMMISSION# 706831 COMM. EXP. 07-25-2023	
W F		
Acknowledged before me this day of March, 2021, by Randolph G. Abood, the Manager of The Ninigret Group, L.C., a Utah limited liability company, which is the Manager of KPFN PROPERTIES, LLC, a Utah limited liability company.		
	Corm & aut	

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Notary Public

## **EXHIBIT A**

(Legal Description and Tax Parcels of the Properties)

That certain real property located in Davis County, Utah specifically described as follows:

### PARCEL 1:

ALL OF LOTS 1, 2, 3, 4, 7, 8, 9, 10 AND 11, WOODLAND PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

### PARCEL 1A:

ALL OF LOTS 12, 13, AND 14, WOODLAND PARK COMMERCIAL SUBDIVISION, 1ST AMENDMENT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE DAVIS COUNTY RECORDER'S OFFICE.

Tax Id Nos.	10-311-0012
	10-311-0013
	10-311-0014
	10-165-0001
	10-165-0002
	10-165-0003
	10-165-0004
	10-165-0007
	10-165-0008
	10-165-0009
	10-165-0010
	10-165-0011