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4/24/2019 3:10:00 PM \$21.00  
Book - 10773 Pg - 3226-3230  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 5 P.

When Recorded Mail to:

Wasatch Commercial Management, Inc.  
595 South Riverwoods Parkway, Suite 400  
Logan, Utah 84321

Tax Parcel No. 15301010160000; 15301010170000; 15301260150000; 15301260140000

FATCO NCS - 943403 - ai

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## ASSIGNMENT AND ASSUMPTION OF DECLARANT'S AND MAINTAINING PARTY'S RIGHTS

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This ASSIGNMENT AND ASSUMPTION OF DECLARANT'S AND MAINTAINING PARTY'S RIGHTS (this "Assignment") is made this 18<sup>th</sup> day of April, 2019, by SUBURBAN LAND RESERVE, INC., a Utah corporation ("Assignor"), in favor of LAKE PARK QOZ BUSINESS, LLC, a Utah limited liability company ("Assignee").

### RECITALS

A. Assignor is the owner of certain real property located in the Lake Park Corporate Centre in West Valley, Utah ("Lake Park"), as more particularly described on Exhibit A (the "Real Property"), attached hereto and incorporated herein by this reference, and is subject to that certain Declaration of Easement and Maintenance Agreement (the "Declaration"), dated April 25, 2017, recorded April 25, 2017, as Entry No. 12522451, in Book 10551, at Page 1095, in the Official Records of the Salt Lake County Recorder's Office, as amended and supplemented from time to time.

B. Assignor is the original developer of Lake Park and currently serves as "Declarant" and "Maintaining Party" under the Declaration, and as the Declarant and the Maintaining Party, is responsible for certain maintenance and repair obligations with respect to the Real Property.

C. Assignee has purchased the Real Property from Declarant, and desires to assume all of Assignor's rights, interests, and obligations as the Declarant and the Maintaining Party.

D. Assignor is willing to assign all of its rights, privileges, interests, obligations, powers, and reservations as the Declarant and the Maintaining Party under the Declaration, as further described herein.

### TERMS AND CONDITIONS

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; Recitals. 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. The above Recitals are incorporated herein by this reference.

2. Assignment and Assumption. Assignor hereby assigns, transfers, and conveys to Assignee and Assignee's successors and assigns, all of Assignor's rights, duties, privileges, obligations, interests, powers, and reservations as the Declarant and the Maintaining Party arising under or pursuant to

the Declaration except as expressly set forth herein, and Assignee hereby assumes all of Assignor's rights, duties, privileges, interests, obligations, powers, and reservations as the Declarant and the Maintaining Party arising under or pursuant to the Declaration as assigned herein (collectively, the "Assignment").

3. Mutual Release. Upon mutual execution of this Agreement, Assignor and Assignee hereby release, acquit, and forever discharge each other and, if any, their respective parent companies, subsidiaries, affiliates, officers, directors, employees, agents, servants, predecessors, successors, assigns, members, managers and insurers from and against any liability of any nature or type related to or arising from the Declaration, and further declare fully settled any and all obligations, claims, actions, demands, lawsuits, causes of action, losses, costs, or liability of whatever kind or nature, now existing or which may hereafter occur, or may be hereafter discovered, whether known or unknown, arising from or in any way pertaining to the Declaration.

4. 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.

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

6. Authorization. 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. No personal liability shall pertain to any such signing individual.

7. Counterparts. 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.

*(Signatures and Acknowledgements to follow)*

IN WITNESS WHEREOF all the parties hereto execute this Assignment as of the day and year first written above.

**Assignor:**

**SUBURBAN LAND RESERVE, INC.,**  
a Utah corporation

By: *R. Steven Romney*  
Name: R. Steven Romney  
Its: President

STATE OF UTAH                         }  
  }    ss:  
COUNTY OF SALT LAKE             }

On this 16 day of April, 2019, before me, appeared R. Steven Romney, to me personally known, who being by me duly sworn, did say that he is the President of SUBURBAN LAND RESERVE, INC., and that said instrument was signed on behalf of said corporation, and said R. Steven Romney, president, acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



*Marilyn F. Nielson*  
Notary Public

Assignee:

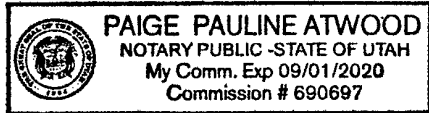
**LAKE PARK QOZ BUSINESS, LLC,**  
a Utah limited liability company

By: [Signature]  
Name: Dell Cox Hansen  
Its: Manager

STATE OF Utah )  
:SS.  
COUNTY OF Salt Lake )

On this 19 day of April, 2019, personally appeared before me Dell Cox Hansen, known or satisfactorily proved to me to be the manager of LAKE PARK QOZ BUSINESS, LLC, a Utah limited liability company, who acknowledged to me that he/she signed the foregoing instrument as manager for said corporation.

Paige Pauline Atwood  
Notary Public for the State of Utah



**EXHIBIT A**

(Legal Description of Real Property)

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

LOT 1, STONEBRIDGE PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

LOT 2, STONEBRIDGE PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

LOT 4, STONEBRIDGE PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

LOT 5, STONEBRIDGE PARK COMMERCIAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.