

WHEN RECORDED RETURN TO:

Brad Brigham
Jameson Pepple Cantu PLLC
801 Second Ave., Suite 700
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6/17/2021 4:01:00 PM \$40.00
Book - 11192 Pg - 5887-5897
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 11 P.

APN: 27-36-151-042; 27-36-151-045; 27-36-151-040; 27-36-127-011; 27-36-127-012; 27-36-127-005;
27-36-127-007; 27-36-151-044; 27-36-151-043; 27-36-151-041; 27-36-151-039; 27-36-104-002

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**ASSIGNMENT AND ASSUMPTION OF DECLARANT AND MANAGER RIGHTS
UNDER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS**

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT AND MANAGER RIGHTS UNDER DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS ("Assignment") is made as of *June 17*, 2021, by and among BG VISTA STATION, L.C., a Utah limited liability, GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company (collectively, "Assignor"), and VISTA STATION PARK LLC, a Washington limited liability company ("Assignee", and together with Assignor, the "Parties"), who agree as follows:

RECITALS

A. Assignor and Assignee are parties to that certain Purchase Agreement dated December 3, 2020 (as amended, "Purchase Agreement") pursuant to which Assignor is conveying to Assignee and Assignee is acquiring from Assignor a portion of Assignor's right, title, and interest in and to certain real and personal property interests (collectively defined in the Purchase Agreement as the "Property").

B. The Property or a portion thereof, as described on Exhibit "A" attached hereto, is subject to that certain Declaration of Covenants, Restrictions and Easements recorded November 24, 2015 as Entry No. 12176579 in Book 10381 at Page 9348 in the Recorder's Office (the "Declaration"). Capitalized terms used but not defined herein have the meanings for such terms as set forth in the Declaration.

C. In connection with the transfer of the Property, and as part thereof, Assignor desires to delegate, transfer and assign to Assignee, and Assignee desires to accept the assignment of, all of Assignor's right, title and interest under the Declaration as "Declarant" and "Manager" as of the date that the Property is transferred to Assignee ("Transfer Date"), upon and subject to the provisions and conditions of this Assignment.

AGREEMENT

1. Upon and subject to the provisions and conditions of this Assignment, as of the Transfer Date, Assignor delegates, assigns and transfers all of Assignor's right, title and interest under the Declaration as "Declarant" and "Manager" to Assignee.

2. Upon and subject to the provisions and conditions of this Assignment, Assignee hereby accepts the assignment and transfer of all of Assignor's rights, title and interest under the

Declaration as "Declarant" and "Manager" as of the Transfer Date and assumes and agrees to be bound by and perform all of the terms, conditions and requirements of Assignor under the Declaration arising with respect to the period from and after the Transfer Date.

3. Assignor agrees to indemnify and hold Assignee harmless from and against any and all losses, costs, liabilities, damages and expenses, including, without limitation, attorneys' fees, arising out of any breach or default in Assignor's obligations as "Declarant" or "Manager" under the Declaration and accruing prior to the Transfer Date.

4. Assignee agrees to indemnify and hold Assignor harmless from and against any and all losses, costs, liabilities, damages and expenses, including, without limitation, attorneys' fees, arising out of any breach or default in Assignee's obligations as "Declarant" or "Manager" under the Declaration and accruing on or after the Transfer Date.

5. Each Party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the Parties' intent in entering into this Assignment.

6. If any Party to this Assignment is required to employ counsel to enforce any of the terms of this Assignment or for damages by reason of any alleged breach of this Assignment or for a declaration of rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, expert fees and court costs incurred.

7. This Assignment (a) shall be binding on, and inure to the benefit of the Parties hereto, and their successors in interest and assigns; (b) shall be governed by and construed in accordance with the laws of the State of Utah; and (c) may be executed in several counterparts, all of which taken together shall be deemed the original.

8. Assignor shall, at the written request of Assignee and at no cost, expense or liability to Assignor, execute and deliver to Assignee all other and further instruments necessary to vest in Assignee all of Assignor's right, title and interest under the Declaration as "Declarant" and "Manager". Assignee shall, at the written request of Assignor and at no cost, expense or liability to Assignee, execute and deliver to Assignor all other and further instruments necessary to vest in Assignee all Assignor's right, title and interest under the Declaration as "Declarant" and "Manager".

(Signature page follows)

Assignor and Assignee have executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

BG VISTA STATION, L.C., a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability company


By: _____
Name: Brian Gochnour
Its: _____
Manager _____

GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, by its Manager

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

ASSIGNEE:

VISTA STATION PARK LLC,
a Washington limited liability company

By: Sterling Realty Organization Co.,
a Washington corporation,
its Member

By: _____
Name: Thomas A. Gilchrist
Title: President

STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

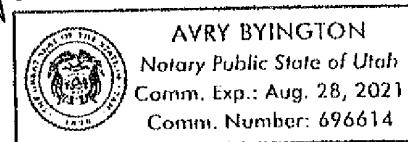
On this 11 day of June, 2021, before me, the undersigned Notary Public, personally appeared Brian Gochnour, who acknowledged before me that (s)he is a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of BG VISTA STATION, L.C., a Utah limited liability company, being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Avry Byrington

Notary Public

My commission expires: 8/28/2021



STATE OF UTAH)

) ss.

COUNTY OF SALT LAKE)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, who acknowledged before me that (s)he is a Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager of GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

Assignor and Assignee have executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

BG VISTA STATION, L.C., a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability company

By: _____
Name: _____
Its: _____

GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, by its Manager

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: Christian Gardner
Name: Christian Gardner
Its: Manager

ASSIGNEE:

VISTA STATION PARK LLC,
a Washington limited liability company

By: Sterling Realty Organization Co.,
a Washington corporation,
its Member

By: _____
Name: Thomas A. Gilchrist
Title: President

STATE OF UTAH)
COUNTY OF SALT LAKE)

On this _____ day of _____, 2021, before me, the undersigned Notary Public, personally appeared _____, who acknowledged before me that (s)he is a Manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of BG VISTA STATION, L.C., a Utah limited liability company, being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

STATE OF UTAH)
COUNTY OF SALT LAKE) ss.

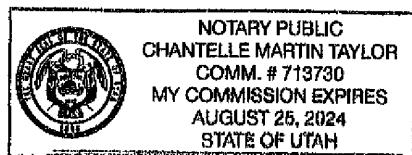
On this 14th day of June, 2021, before me, the undersigned Notary Public, personally appeared Christian Gardner who acknowledged before me that (s)he is a Manager of KC Gardner Company, L.C., a Utah limited liability company, the Manager of GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

My commission expires:

2024-2-25



Assignor and Assignee have executed this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

BG VISTA STATION, L.C., a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability company

By: _____

Name: _____

Its: _____

GARDNER BINGHAM JUNCTION HOLDINGS, L.C., a Utah limited liability company, by its Manager

KC GARDNER COMPANY, L.C., a Utah limited liability company

By: _____

Name: _____

Its: _____

ASSIGNEE:

VISTA STATION PARK LLC,
a Washington limited liability company

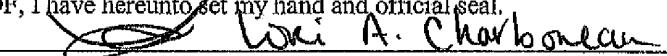
By: Sterling Realty Organization Co.,
a Washington corporation,
its Member

By: Thomas A. Gilchrist
Name: Thomas A. Gilchrist
Title: President

STATE OF WA)
COUNTY OF King) ss.

On this 9th day of June, 2021, before me, the undersigned Notary Public, personally appeared Thomas A. Gilchrist, who acknowledged before me that (s)he is the President of Sterling Realty Organization Co., a Washington corporation, the member of Vista Station Park LLC, a Washington limited liability company, being authorized so to do, executed the foregoing instrument on behalf of the company for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public

My commission expires:

12-05-2021

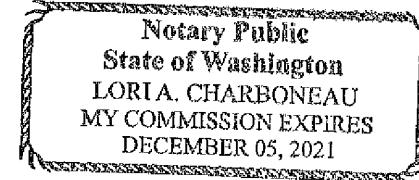


Exhibit "A"
LEGAL DESCRIPTION

PARCEL 1:

Lots 323, 324, 325, 326, 327, 328 and 329, VISTA STATION OFFICE PARK, AMENDED, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder, State of Utah, on December 2, 2016 as Entry No. 12425765 in Book 2016P at Page 305.

PARCEL 2:

Lots 108 and 109, DRAPER TOD SECOND AMENDMENT, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on January 26, 2015 as Entry No. 11982207 in Book 2015P at Page 14.

PARCEL 3:

A parcel of land, being an entire tract of property situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Northeast corner of said entire tract, which point is 3595.34 feet North 00°12'13" West and 543.03 feet North 51°33'35" East and 86.63 feet North 20°02'25" West and 1431.10 feet North 51°21'45" East from the Southwest corner of said Section 36 and running thence along the Easterly boundary line of said entire tract the following five courses: South 01°50'18" East, 62.11 feet; thence South 88°11'00" West, 5.15 feet; thence South 01°49'00" East, 255.00 feet; thence North 88°11'00" East, 15.00 feet; thence South 01°49'00" East, 961.06 feet to the Southeasterly corner of said entire tract; thence along the Westerly line of said entire tract the following two courses: North 25°51'49" West, 82.36 feet; thence North 06°56'00" West, 1115.21 feet to the North line of said entire tract; thence North 51°21'45" East, 153.84 feet along said North line to the point of beginning.

Also being more particularly described by survey as follows:

A parcel of land situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described by survey as follows:

Beginning at a point on the Westerly right-of-way of UTA Frontrunner, said point being North 00°01'16" East 4,902.74 feet along the section line and South 89°58'39" East 1,519.21 feet from the Southwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 01°36'44" East 62.11 feet along said Westerly right-of-way; thence South 88°24'34" West 5.15 feet; thence South 01°35'26" East 255.00 feet; thence North 88°24'34" East 15.00 feet to a point on said Westerly right-of-way; thence South 01°35'26" East 961.06 feet along said Westerly right-of-way; thence North 25°38'15" West 82.36 feet; thence

North 06°42'26" West 1,115.21 feet; thence North 51°35'19" East 153.83 feet to the point of beginning.

PARCEL 4:

A parcel of land, being an entire tract of property situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said parcel of land is described as follows:

Beginning at the Northeast corner of said entire tract, which point is 3595.34 feet North 00°12'13" West and 543.03 feet North 51°33'35" East and 86.63 feet North 20°02'25" West and 1431.10 feet North 51°21'45" East and South 01°50'18" East, 62.12 feet from the Southwest corner of said Section 36 and running thence along the Easterly boundary line of said entire tract the following three courses: South 01°50'30" East, 10.37 feet; thence South 09°37'33" East, 72.38 feet; thence South 01°49'00" East, 172.92 feet to the South line of said entire tract; thence South 88°11'00" West, 15.00 feet along said South line; thence North 01°49'00" West, 255.00 feet along the West line of said entire tract to the Northwest corner of said entire tract; thence North 88°11'00" East, 5.16 feet along said North line to the point of beginning.

Also being more particularly described by survey as follows:

A parcel of land situate in the Northwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described by survey as follows:

Beginning at a point on the Westerly right-of-way of UTA Frontrunner, said point being North 00°01'16" East 4,902.74 feet along the section line and South 89°58'40" East 1,519.21 feet and South 01°36'27" East 62.12 feet, from the Southwest quarter of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 01°40'33" East 10.37 feet along said Westerly right-of-way; thence South 09°23'59" East 72.38 feet along said Westerly right-of-way; thence South 01°35'26" East 172.92 feet along said Westerly right-of-way; thence South 88°24'34" West 15.00 feet; thence North 01°35'26" West 255.00 feet; thence North 88°24'34" East 5.15 feet to the point of beginning.

PARCEL 5:

Lot 122, DRAPER TOD SECOND AMENDMENT, (Amending Lots 2 and 6, Draper TOD Subdivision, also amending Lots 104 and 105 Draper TOD Amending Lots 3, 4, and 5), according to the official plat thereof, filed in the office of the Salt Lake County Recorder on January 26, 2015 as Entry No. 11982207 in Book 2015P at Page 14.

LESS AND EXCEPTING THEREFROM the following described land:

Beginning at a point on the Northwesterly right of way line of Vista Station Boulevard, said point being North 00°01'20" East 1,773.51 feet along the section line and East 1,237.51 feet from the West quarter corner of Section 36, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence Northeasterly 47.18 feet along the arc of a 255.50 foot radius curve

to the left (center bears North $62^{\circ}11'32''$ West and the chord bears North $22^{\circ}31'05''$ East 47.11 feet with a central angle of $10^{\circ}34'45''$) to a point on the Northwesterly right of way line of Vista Station Boulevard; thence Southwesterly 29.96 feet along the arc of a 564.00 foot radius curve to the right (center bears North $86^{\circ}37'59''$ West and the chord bears South $04^{\circ}53'19''$ West 29.95 feet with a central angle of $03^{\circ}02'36''$) along the Northwesterly right of way line of Vista Station Boulevard; thence Southwesterly 20.66 feet along the arc of a 497.00 foot radius curve to the right (center bears North $42^{\circ}37'40''$ West and the chord bears South $48^{\circ}33'47''$ West 20.66 feet with a central angle of $02^{\circ}22'55''$) along the Northwesterly right of way line of Vista Station Boulevard to the point of beginning.