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David P. Hirschi, Atty Parsons, Behle & Latimer 79 South State Street Box 11898

Salt Lake City, Utah ASSIGNMENT OF AMENDED MASTER DECLARATION AND
SUPPLEMENTAL DECLARATIONS OF ESTABLISHMENT OF
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS
OF SALT LAKE INTERNATIONAL CENTER

# 3216604

THIS AGREEMENT made in the City of Salt Lake, State of Utah, on this //f 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 certain Supplemental Declarations of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, to-wit: (for legal description see attached Exhibit "A")

Unit 1A, dated April 29, 1975, and recorded in Book 3846 at Page 395, as Entry No. 2763865;

Unit 1B, dated May 21, 1976, and recorded in Book 4208, at Page 112, as Entry No. 2817108;

Unit 2, dated May 21, 1976, and recorded in Book 4208 at Page 199, as Entry No. 2817109;

Unit 2A, dated July 12, 1977, recorded in Book 4525, at Page 906, as Entry No. 906;

Unit 3, dated July 12, 1977, and recorded in Book 4542, at Page 350, as Entry No. 2990974;

Unit 4, dated February 21, 1978, and recorded in Book 4632, at Page 130, as Entry No. 3071701;

Unit 5, dated August 1, 1978, and recorded in Book 4718, at Page 582, as Entry No. 3148959;

Unit 6, dated December 1, 1978, and recorded in Book 4780, at Page 329, as Entry No. 3205334.

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

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WHEREAS, Article I, Section 7 of said Master Declaration allows for assignment of the foregoing documents; and

WHEREAS, the Assignee desires to acquire from the Assignor all of the right, title, interest and obligation of the Assignor in said Declarations, which are incorporated herein by reference, and wishes to stand in the place of the Assignor with respect to said Declarations.

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 which is hereby acknowledged, hereby conveys and assigns all its right, title, interest and obligation in and under said Declarations 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 Declarations, the Assignor hereby represents to the Assignee as follows:
- (a) That the Assignor has duly performed all the conditions of said Declarations to date.
- (b) That the said Declarations are now in full force and effect.
  - (c) That the said Declarations are assignable.
- 3. That in consideration of the Assignor assigning these Declarations, 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 Declarations 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

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in said Master 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:

Indian P. Rilandof

A. K. UTAH PROPERTIES, INC.

Emanuel A. Floor, President
ASSIGNOR

ATTEST:

SALT LAKE INTERNATIONAL CENTER

By Emanuel A. Floor, Pres
ASSIGNEE

Secretary

STATE OF UTAH )

COUNTY OF SALT LAKE )

On the 1914 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 Amended Master 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 Commission Expires:

OLIVEY OF SALT LAKE )

On the 19th 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 SALT LAKE INTERNATIONAL CENTER, a Utah corporation, and the foregoing Assignment of Amended Master Declaration was signed

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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 Commission Expires:

residing at

809.4792 MIL 6.95

#### EXHIBIT A

# PARCEL NO. 1:

BEGINNING at the Northwest corner of Section 36, Township 1
North, Range 2 West, Salt Lake Base and Meridian, and running
thence North 89°58'00" East 5278.120 feet; thence North 89°56'58"
East 1009.821 feet; thence South 04°58'32" East 4445.666 feet;
thence South 89°58'00" West 1396.470 feet; thence North 00°00'50"
East 1788.835 feet; thence South 89°58'08" West 5280.170 feet;
thence North 00°02'45" East 2640.300 feet to the point of BEGINNING.

# PARCEL NO. 2:

BEGINNING at the Southwest corner of Section 31, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°00'50" East 548.50 feet; thence North 89°58'00" East 1350.00 feet; thence South 00°00'50" West 547.84 feet; thence South 89°56'24" West 1350.00 feet to the point of BEGINNING.

# PARCEL NO. 3:

The South one-half of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, in the County of Salt Lake, State of Utah

EXCEPTING THEREFROM those portions of said land lying within the boundaries of North Temple Street and State Highway, known as U.S. 40.