

Ent: 421629 - Pg 1 of 6  
Date: 11/23/2015 3:49:00 PM  
Fee: \$23.00  
Filed By: eCASH  
Jerry M. Houghton, Recorder  
Tooele County Corporation  
For: Cottonwood Title Insurance Agency, Inc.

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Western Region Nonprofit Housing Corporation  
223 West 700 South, Suite 200  
Salt Lake City, Utah 84101  
Attention: Ryan Hackett

CTA 74623-CM

ASSIGNMENT AND ASSUMPTION OF LAND USE RESTRICTIVE AGREEMENT

TIN 12-112-0-0002 (Remington Park Apartments)

This Assignment and Assumption of LURA (this “Agreement”) is entered into as of November 23rd, 2015 (the “Effective Date”), by and between REMINGTON PARK ASSOCIATES, L.C., a Utah limited liability company (“Assignor”) and WESTERN REGION NONPROFIT HOUSING CORPORATION, a Utah nonprofit corporation (“Assignee”).

A. Assignor is selling to Assignee that certain real property known as Remington Park Apartments, located at Tooele, County of Tooele, State of Utah (“Property”), as more particularly described on Exhibit A hereto.

B. This Assignment is being made as required under Section 12 of that certain Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants dated as of December 28, 2000, by and between Assignor, and the Utah Housing Finance Agency, and recorded January 22, 2001 in the County Recorder’s Office of Tooele county, Utah as Document Number 157905 in Book 0656, pages 0786 (the “LURA”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of LURA. As of the date the Property is transferred to Assignee, Assignor hereby assigns and delivers to Assignee the LURA and all of the rights, interests, benefits and privileges of the Assignor thereunder, and Assignee hereby accepts such assignment.

2. Assumption of Obligations. By acceptance of this Assignment, from and after the date the Property is transferred to Assignee, Assignee hereby assumes and agrees to perform and to be bound by all of the terms, covenants, conditions and obligations of Assignor under the LURA (to the extent first arising on or after the Effective Date.

3. Notices. From and after the date the Property is transferred to Assignee, all notices required or permitted to be sent to “Project Owner” under the LURA shall be sent to Assignee at the following address, and to at the following address, in the manner required under the LURA:

To Owner: Western Region Nonprofit Housing Corp,  
223 West 700 South, Suite 200  
Salt Lake City, Utah 84101  
Attention: Ryan Hackett

4. Assumption of Fees, Costs, Etc. Assignor acknowledges that Assignor will be responsible for the payment of any fees, costs, liabilities and payments due in accordance with the LURA and accrued prior to the Effective Date. Assignee acknowledges that from and after the Effective Date, the Purchaser will be responsible for the payment of any fees, costs, liabilities and payments due in accordance with the LURA and assumed thereunder and accrued on or after the Effective Date.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

6. Authority. The signatories to this Agreement represent that they have the requisite capacity and authority to execute this Agreement and to assume the obligations referenced herein.

7. Governing Law. This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Utah.

8. Counterparts. This Agreement may be executed in counterparts which together shall constitute one and the same Agreement.

**[Signature Page Follows]**


IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

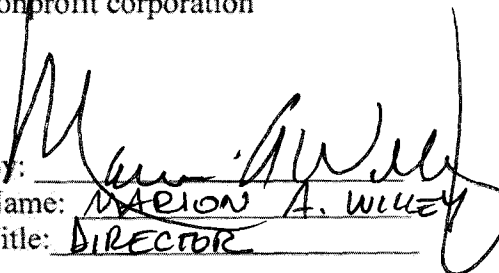
ASSIGNOR:

ASSIGNEE:

**REMINGTON PARK ASSOCIATES,  
L.C.,**  
a Utah limited liability company

**WESTERN REGION NONPROFIT  
HOUSING CORPORATION,** a Utah  
nonprofit corporation

By:   
Name: James H. Hogue  
Title: Managing Member

By:   
Name: MARION A. WILLEY  
Title: DIRECTOR

STATE OF UTAH )  
 )  
COUNTY OF TOOELE )

ss:

On 23 November, 2015 before me, Cortlund G. Ashton, Notary Public, personally appeared Marion A. Willey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Utah that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



\_\_\_\_\_  
Signature of Notary Public

[Seal]



STATE OF WASHINGTON

)

) ss:

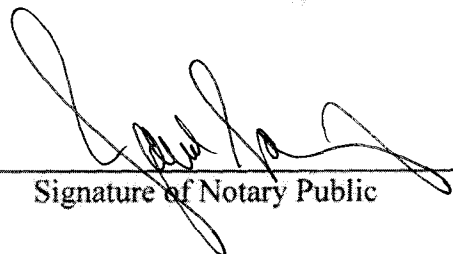
COUNTY OF KING

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On November 20, 2015 before me, Janel Salinas (here insert name of the officer), Notary Public, personally appeared James H. Hogue, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

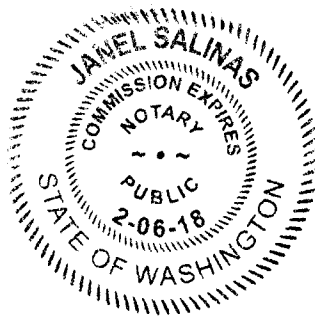
I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature of Notary Public

[Seal]



**EXHIBIT A  
PROPERTY DESCRIPTION**

Lot 2, REMINGTON SUBDIVISION, according to the official plat thereof as recorded in the office of the Tooele County Recorder, State of Utah.

TOGETHER WITH a non-exclusive easement for pedestrian and vehicular traffic, and use of shared Facilities and Common Areas, as disclosed in the Joint Use and Maintenance Agreement, dated March 31, 2000 and recorded July 27, 2000 as Entry No. 150521 in Book 631 at Page 842 of official records.

ALSO TOGETHER WITH a perpetual, nonexclusive easement for the purpose of constructing, maintaining and repairing a water line and water connection across the real property and as described in the Easement and Agreement, dated July 13, 2000 and recorded in the office of the Tooele County Recorder on July 21, 2000 as Entry No. 150356 in Book 631 at Page 368.

ALSO TOGETHER WITH a non-exclusive easement for pedestrian and vehicular traffic as disclosed in that certain Cross-Access and Easement Agreement, dated June 14, 2000 and recorded June 15, 2000 as Entry No. 148898 in Book 626 at Page 303 of official records.

Tax Id No.: 12-112-0-0002