

ASSIGNMENT AGREEMENT

6388837

This Agreement made and entered into as of the 21 day of May 1996, by and between Anthon S. Cannon, Jr. ("Cannon") and Colleen K. Thompson and Karren K. Hammer, Trustees of the Marcell F. Kelly Living Revocable Trust ("Trustees").

1. Recitals

1.1 Trustees are the owners of Unit 501 of the Mayflower Condominium, located at 1283 East South Temple, Salt Lake City, Utah ("Mayflower") and Cannon is the owner of Unit 503 of the Mayflower. (LEGAL DESCRIPTIONS OF THE RESPECTIVE UNITS ATTACHED AS EXHIBIT "A")

1.2 Pursuant to an agreement between Trustees and Cannon, dated February 16, 1996, Cannon is acquiring the Mayflower Unit 501 with a closing to occur on or before June 1, 1996.

1.3 Cannon desires to assign and swap the license to use and occupy storage space number 6 assigned to Unit 503 for storage space number 17 assigned to Unit 501 simultaneously upon the closing of the purchase of Unit 501.

2. Agreement

2.1 Effective simultaneously with the closing of the sale of Unit 501 to Cannon and in consideration of the provisions of paragraph 2.2, below, Trustees irrevocably assign and transfer the license for the use and occupancy of the limited common area known as storage space 17 from Unit 501 to Unit 503, and agrees that such space shall be assigned and transferred on the books and records of the Mayflower Condominium Association.

2.2 Cannon agrees that the license for use and occupancy of the limited common area known as storage space 6 is hereby irrevocably assigned and transferred from Unit 503 to Unit 501, and that the Management Committee shall record such assignment on the books and records of the Mayflower Condominium Association.

*Anthon S. Cannon, Jr.*  
Anthon S. Cannon, Jr.

*Colleen K. Thompson - Trustee*  
Colleen K. Thompson, Trustee

*Karren K. Hammer, Trustee*  
Karren K. Hammer, Trustee

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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

No. 6193

State of California  
County of Los Angeles

On 6-10-96 before me, - E.M. Wood -  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared - Anthon S. Cannon Jr. -  
NAME(S) OF SIGNER(S)

personally known to me - OR -  proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal  
[Signature]  
SIGNATURE OF NOTARY

**OPTIONAL SECTION**

**CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document.

- INDIVIDUAL
- CORPORATE OFFICER(S)
- PARTNER(S)  LIMITED  GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: \_\_\_\_\_

**SIGNER IS REPRESENTING:**

NAME OF PERSON(S) OR ENTITY(IES)  
\_\_\_\_\_  
\_\_\_\_\_

**OPTIONAL SECTION**

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

TITLE OR TYPE OF DOCUMENT Assignment Agreement

NUMBER OF PAGES 1 DATE OF DOCUMENT 6-29-96

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

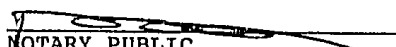
SIGNER(S) OTHER THAN NAMED ABOVE \_\_\_\_\_

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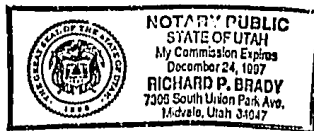
Acknowledgment of Assignment Agreement dated May 29, 1996.

STATE OF UTAH, County of Salt Lake) ss:

On this date, June 18, 1996, personally appeared before me COLLEEN KELLY THOMPSON and KARREN KELLY HAMMER, CO-TRUSTEES OF THE MARCELL R. KELLY REVOCABLE LIVING TRUST, dated October 31, 1991, the signers of the within instrument, who duly acknowledged to me that they executed the same.

  
NOTARY PUBLIC

My commission expires: 12/24/97  
Residing in: Midvale, Utah



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EXHIBIT "A"

PARCEL 1:

Unit No. 501, contained within the MAYFLOWER CONDOMINIUM, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 2795770, in Book 76-2, at Page 57, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the MAYFLOWER CONDOMINIUM, recorded in Salt Lake County, Utah, on March 18, 1976, as Entry No. 2795771, in Book 4139, at Page 41, recorded in Salt Lake County, Utah.

TOGETHER WITH: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.

PARCEL 2:

Unit No. 503, contained within the MAYFLOWER CONDOMINIUM, as the same is identified in the Record of Survey Map recorded in Salt Lake County, Utah, as Entry No. 2795770, in Book 76-2, at Page 57, and in the Declaration of Covenants, Conditions and Restrictions and Bylaws of the MAYFLOWER CONDOMINIUM, recorded in Salt Lake County, Utah, on March 18, 1976, as Entry No. 2795771, in Book 4139, at Page 41, recorded in Salt Lake County, Utah.

TOGETHER WITH: (a) The undivided ownership interest in said Condominium Project's Common Areas and Facilities which is appurtenant to said Unit, (the referenced Declaration of Condominium providing for periodic alteration both in the magnitude of said undivided ownership interest and in the composition of the Common Areas and Facilities to which said interest relates); (b) The exclusive right to use and enjoy each of the Limited Common Areas which is appurtenant to said Unit, and (c) The non-exclusive right to use and enjoy the Common Areas and Facilities included in said Condominium Project (as said Project may hereafter be expanded) in accordance with the aforesaid Declaration and Survey Map (as said Declaration and Map may hereafter be amended or supplemented) and the Utah Condominium Ownership Act.