



WHEN RECORDED RETURN TO:

Walter J. Plumb IV
201 South Main Suite 2000
Salt Lake City, Utah 84111

Tax Parcels: Palisades at Snow Canyon 1 Amended
Palisades at Snow Canyon 2
Palisades at Snow Canyon 3
Palisades at Snow Canyon 4
Palisades at Snow Canyon 5

Assignment of Declarant Rights Under Declaration of Covenants and Easements for The Palisades at Snow Canyon

This assignment of declarant rights under declaration of covenants and easements for the Palisades at Snow Canyon subdivision located in Washington County (this "Assignment") is entered into effective as of 01/15/2019, 2019, by and between Gardner-Plumb Ivins, a Utah Limited Liability Company ("Grantor"), and Rocky Canyon Properties a Utah Limited Liability Company ("Grantee").

RECITALS

- A. On November 19, 2013, Declarant recorded with the Recorder of Washington County, Utah, a Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Entry No. 20130043086 (the "Declaration") and related plat covering the real property and improvements constituting the first phase of "Palisades at Snow Canyon," in Washington County, Utah.
- B. On January 21, 2014, Declarant recorded with the Recorder of Washington County, Utah, a First Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Entry No. 20140001976 (the "First Amendment").

- C. On September 26, 2014, Declarant recorded with the Recorder of Washington County, Utah, a Second Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Entry No. 20140029492 (the "Second Amendment").
- D. On April 22, 2015, Declarant recorded with the Recorder of Washington County, Utah, a Third Amendment to Declaration of Covenants, Conditions, Easements and Protective Covenants of Palisades at Snow Canyon as Entry No. 20150013381 (the "Third Amendment").
- E. In conjunction with the conveyance by Grantor to Grantee of Lake Paloma, Grantor desires to assign to Grantee all of Grantor's rights and obligations under the Declaration from and after the date hereof.

AGREEMENT

1. **Assignment.** As permitted by Section 3.10 of the Declaration, Grantor hereby assigns and transfers to Grantee all of Declarator's rights and obligations under the Declaration.
2. **Assumption.** Grantee hereby accepts the foregoing assignment and hereby assumes all rights and obligations of Grantor under the Declaration arising on and after the date hereof.
3. **Indemnification.** To the extent permitted by law, Grantee agrees to indemnify Grantor and hold Grantor harmless from and against any and all claims, liens, damages, demands, causes of action, liabilities, lawsuits, judgments, losses, costs and expenses (including but not limited to attorneys' fees and expenses) asserted against or incurred by Grantor by reason of or arising out of any failure by Grantee to perform or observe the obligations, covenants, terms and conditions assumed by Grantee hereunder. Grantee agrees to assume all known and/or unknown liability and/or claims of the Grantor related to its duties and obligations as Declarant.

