

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101
Attn: Wade R. Budge

13977755 B: 11352 P: 6634 Total Pages: 6
06/29/2022 04:55 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

TAX PARCEL NOS.: 21-35-128-018;
21-35-128-019;
21-35-201-017;
21-35-201-018;
21-35-277-037

157505-ETF

**PARTIAL ASSIGNMENT AND ASSUMPTION OF
DECLARANT'S RIGHTS AND OBLIGATIONS**

THIS PARTIAL ASSIGNMENT AND ASSUMPTION OF DECLARANT'S RIGHTS AND OBLIGATIONS (this "**Assignment**") is made effective as of the 27th day of June, 2022 (the "**Effective Date**"), by and between GARDNER JORDAN BLUFFS, L.C., a Utah limited liability company ("**Assignor**") and PGM JORDAN BLUFFS, LLC, a Utah limited liability company ("**Assignee**").

RECITALS

A. Concurrently herewith, Assignor is transferring that certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto (the "**Property**"), to Assignee.

B. The Property is subject to, and Assignor is the Declarant under, that certain Declaration for Jordan Bluffs recorded on May 1, 2020 as Entry No. 13259853 of the Official Records of the Salt Lake County, Utah Recorder's Office (the "**Declaration**"). Defined terms used herein but not defined herein shall have the meanings ascribed to such terms in the Declaration.

C. Assignor desires to assign, transfer and convey to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title, interest and obligations as Declarant under the Declaration with respect to the Property only upon the terms and conditions set forth herein.

FOR VALUABLE CONSIDERATION, it is agreed as follows:

1. Assignment. Effective as of the Effective Date, Assignor hereby assigns, transfers and conveys unto Assignee, all of Assignor's right, title, and interest, and all benefits, reservations, obligations, and privileges that Assignor has and may have as the Declarant under the Declaration with respect to the Property; provided, however, Assignor hereby reserves the right to enter into all Solar Leases pursuant to the Declaration. Assignor and Assignee hereby

acknowledge and agree that LHM INV OZF, LLC, a Utah limited liability company, a Member of Assignee, shall have the right to appoint two (2) members of the Board and one (1) member of the Architectural Control Committee.

2. Assumption. Effective as of the Effective Date, Assignee hereby assumes all of Assignor's right, title, and interest, and all benefits, reservations, obligations, and privileges set forth in the Declaration with respect to the Property, and agrees to perform and observe all of Assignor's covenants and conditions contained in the Declaration with respect to the Property.

3. Payments. Assignor hereby agrees to pay, when due, all amounts due and payable by Declarant under the Declaration arising prior to the Effective Date. Assignee hereby agrees to pay, when due, all amounts due and payable by Declarant under the Declaration with respect to the Property only arising from and after the Effective Date.

4. Indemnities. Assignee hereby agrees to indemnify and defend and hold Assignor, its successors and assigns, harmless from and against any cost, liability, loss, expense, or damage (including, without limitation, reasonable attorneys' fees at all trial and appellate levels) arising from any default under the Declaration related to the Property by Assignee, its successors or assigns, which occurs on or after the Effective Date. Assignor hereby agrees to indemnify and defend and hold Assignee, its successors and assigns, harmless from and against any cost, liability, loss, expense, or damage (including, without limitation, reasonable attorneys' fees at all trial and appellate levels) arising from any default under the Declaration by Assignor which occurred before the Effective Date.

5. Assignor Representations and Warranties. As of the Effective Date, Assignor hereby represents and warrants the following: (i) Assignor owns one hundred percent (100%) of the Declarant rights under the Declaration and has not previously assigned or transferred, or purported to assign or transfer, to any person or entity any of the rights of the Declarant under the Declaration, and (ii) there exists no breach or default or violation, nor state of facts which, with notice, the passage of time, or both, would result in a breach or default or violation of the Declaration on the part of Assignor.

6. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

7. Choice of Law. This Assignment shall be construed in accordance with the laws of the State of Utah, without giving effect to choice of law principles.

8. Attorneys' Fees. Should either party institute any legal action or proceeding to enforce the provisions of this Assignment, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with the exercise of its rights and remedies hereunder as well as court costs and expert witness fees as the court shall determine.

9. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

EXECUTED by Assignee as of the Effective Date

ASSIGNEE:

PGM JORDAN BLUFFS, LLC,
a Utah limited liability company

By: Gardner-Plumb, L.C., a Utah limited liability
company
Its: Manager

By: [Signature]
Name: Chastin Gardner
Title: manager

By: LHMRE, LLC, a Utah limited liability
company
Its: Manager

By: LHM, Inc., a Utah corporation
Its: Manager

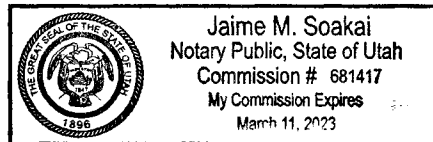
By: [Signature]
Name: STEVE STARKS
Title: PRESIDENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29th day of June, 2022, by STEVE STARKS, as PRESIDENT of LHM, INC., a Utah corporation, the Manager of LHMRE, LLC, a Utah limited liability company, the Manager of PGM JORDAN BLUFFS, LLC, a Utah limited liability company, on behalf of said company.

[Signature]
NOTARY PUBLIC

Residing at: 9350 S 150 E STE 900
SANDY, UT 84070



STATE OF UTAH)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 27th day of June, 2022, by Christian Gardner as the Manager of GARDNER-PLUMB, L.C., a Utah limited liability company, the Manager of PGM JORDAN BLUFFS, LLC, a Utah limited liability company, on behalf of said company.

Chantelle Martin Taylor
NOTARY PUBLIC

Residing at: Utah County

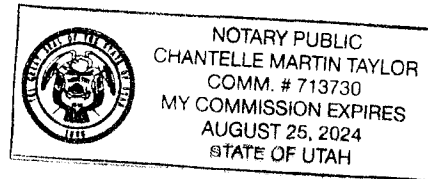


EXHIBIT A
PROPERTY LEGAL DESCRIPTION

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

PARCEL 1:

All of Parcel A, JORDAN BLUFFS 2ND AMENDED SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on January 18, 2022 as Entry No. 13871265 in Book 2022P at Page 30.

LESS AND EXCEPTING therefrom any portion lying within the bounds of the following described tract of land, as disclosed by that certain Quit-Claim Deed recorded February 28, 2022 as Entry No. 13900571 in Book 11311 at Page 2734 in the office of the Salt Lake County Recorder, to-wit:

Beginning at a point being South 00°12'34" West 301.72 feet along the section line and West 2,669.23 feet from the Northeast Corner of Section 35, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 07°32'13" West 46.32 feet; thence South 38°48'22" East 209.80 feet; thence South 01°56'52" West 363.56 feet; thence South 84°02'37" West 6.97 feet; thence South 07°28'47" West 170.34 feet; thence West 169.70 feet; thence North 01°47'04" East 228.13 feet; thence North 01°42'58" West 121.71 feet; thence Northwesterly 168.83 feet along the arc of a 350.00 foot radius curve to the left (center bears South 88°17'02" West and the chord bears North 15°32'05" West 167.19 feet with a central angle of 27°38'14"); thence North 29°21'12" West 95.72 feet; thence Northwesterly 131.39 feet along the arc of a 400.00 foot radius curve to the right (center bears North 60°38'48" East and the chord bears North 19°56'35" West 130.80 feet with a central angle of 18°49'15"); thence North 10°31'57" West 25.65 feet; thence East 223.31 feet to the point of beginning.

PARCEL 2:

Lot 204A, JORDAN BLUFFS 2ND AMENDED SUBDIVISION, according to the official plat thereof as recorded in the office of the Salt Lake County Recorder on January 18, 2022 as Entry No. 13871265 in Book 2022P at Page 30.