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114

Note to Recorder:
Record against the real property
described in Exhibit A,
located in Washington County,
Utah.

Recorded at the Request of
KLC PROPERTIES, LC

After recording mail to:
Jenkins Ronnow Jensen & Bayles, LLP
Attn: Bruce C. Jenkins
902 North 1400 West
St. George, UT 84770

DOC # 20070059651

Assignment Page 1 of 5
Russell Shirts Washington County Recorder
12/19/2007 01:54:05 PM Fee \$ 92.00
By FIRST TITLE OF UTAH



ASSIGNMENT AND ASSUMPTION

(Plat Note Obligations)

(Maintenance Agreement Obligations)

THIS ASSIGNMENT AND ASSUMPTION dated this 14 day of March, 2007, by and between KLC PROPERTIES, LC, a Utah limited liability company and A. Kent Cottam, individually, (collectively "**Assignor**"), and SILVER FALLS @ WASHINGTON BENCH OWNERS ASSOCIATION, a Utah non profit corporation ("**Assignee**").

W I T N E S S E T H :

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, duties, obligations, title, and interest in, to, and under the following final plats:

SILVER FALLS @ WASHINGTON BENCH, Final Plat recorded November 3, 2004 in the Washington County Recorders' Office as Document Number 00909224 ("Phase I"), specifically,

Note 6: "Owner, its successors and assigns, shall be and remain responsible, at its sole expense, for the maintenance of all areas now or hereafter designated as retention basins/areas, detention basins/areas, open space or common areas, including removal of debris and weeds and repair and upkeep of all improvements and facilities located within such areas."

SILVER FALLS @ WASHINGTON BENCH, Final Plat recorded June 16, 2005 in the Washington County Recorders' Office as Document Number 00951680 ("Phase 2-A");

SILVER FALLS @ WASHINGTON BENCH, Final Plat recorded April 6, 2006 in the Washington County Recorders' Office as Document Number 20060012976 ("Phase 2-B"), specifically,

Note 4: "Owner, its successors and assigns, shall be and remain responsible, at its sole expense, for the maintenance of all areas now or hereafter designated as retention basins/areas, detention basins/areas, open space or common areas, including removal of debris and weeds and repair and upkeep of all improvements and facilities located within such areas." ; and

SILVER FALLS @ WASHINGTON BENCH, Final Plat recorded May 12, 2005 in the Washington County Recorders' Office as Document Number 00944638 ("Phase 3"), specifically,

Note 5: "Owner, its successors and assigns, shall be and remain responsible, at its sole expense, for the maintenance of all areas now or hereafter designated as retention basins/areas, detention basins/areas, open space or common areas, including removal of debris and weeds and repair and upkeep of all improvements and facilities located within such areas." ; (collectively the "Plats") and

WHEREAS, Assignor desires to assign to Assignee all of Assignor's rights, duties, obligations, title, and interest in, to, and under the following Maintenance Agreement:

Document Number 00909223 recorded November 3, 2004 in the office of the Washington County Recorder in Book 1684 Page 2189; and

WHEREAS, Assignee desires to assume all of Assignor's rights, duties, obligations, and interest in, to, and under the aforementioned Plats and Maintenance Agreement;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor hereby assigns, transfers, sets over and conveys to Assignee, its successors and assigns, all of Assignor's right, duties, obligations, title and interest in, to and under the Plats, and all guaranties, duties and obligations with respect to the Plats, to have and to hold the same unto Assignee, its successors and assigns.

2. Assignee hereby assumes the Assignor's obligations thereunder accruing from and after the date hereof.

3. Assignor hereby agrees to defend, indemnify and hold harmless Assignee from and against any and all loss, liability, damage, cost or expense incurred or sustained by Assignee as a result of Assignor's failure to perform any obligations under the Plats on Assignor's part to be performed prior to the date hereof.

4. Assignee hereby agrees to defend, indemnify and hold harmless Assignor from and against any and all loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) incurred or sustained by Assignor as a result of Assignee's failure to perform any obligations under the Plats on Assignee's part to be performed on and after the date hereof.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption to be executed as of the day and year first above written.

ASSIGNOR:

KLC PROPERTIES, LC
a Utah limited liability company



By: A. Kent Cottam
Its: Manager

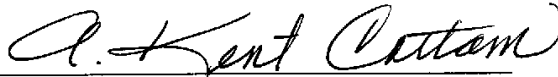
ASSIGNOR:



A. Kent Cottam, Individually

ASSIGNEE:

SILVER FALLS @ WASHINGTON BENCH
OWNERS ASSOCIATION
a Utah nonprofit corporation



By: A. Kent Cottam, Director

EXHIBIT A

All of the lots of SILVER FALLS @ WASHINGTON BENCH according to the Official Plat thereof on file in the records of the Washington County Recorder as Entry No.00909224;

All of the lots of SILVER FALLS @ WASHINGTON BENCH Phase 2A according to the Official Plat thereof on file in the records of the Washington County Recorder as Entry No. 00951680;

All of the lots of SILVER FALLS @ WASHINGTON BENCH Phase 2B according to the Official Plat thereof on file in the records of the Washington County Recorder as Entry No. 00944638; and

All of the lots of SILVER FALLS @ WASHINGTON BENCH Phase 3 according to the Official Plat thereof on file in the records of the Washington County Recorder as Entry No. 20060012976;

PHASE 1	PHASE 2-A	PHASE 2-B	PHASE 3
W-SFWB-1-1	W-SFWB-2A-36	W-SFWB-2B-32	W-SFWB-3-58
W-SFWB-1-2	W-SFWB-2A-37	W-SFWB-2B-33	W-SFWB-3-59
W-SFWB-1-3	W-SFWB-2A-38	W-SFWB-2B-34	W-SFWB-3-60
W-SFWB-1-4	W-SFWB-2A-39	W-SFWB-2B-35	W-SFWB-3-61
W-SFWB-1-5	W-SFWB-2A-40	W-SFWB-2B-114	W-SFWB-3-62
W-SFWB-1-6	W-SFWB-2A-41		W-SFWB-3-63
W-SFWB-1-7	W-SFWB-2A-42		W-SFWB-3-64
W-SFWB-1-8	W-SFWB-2A-43		W-SFWB-3-65
W-SFWB-1-9	W-SFWB-2A-44		W-SFWB-3-66
W-SFWB-1-10	W-SFWB-2A-45		W-SFWB-3-67
W-SFWB-1-11	W-SFWB-2A-46		W-SFWB-3-68
W-SFWB-1-12	W-SFWB-2A-47		W-SFWB-3-69
W-SFWB-1-13	W-SFWB-2A-48		W-SFWB-3-70
W-SFWB-1-14	W-SFWB-2A-49		W-SFWB-3-71
W-SFWB-1-15	W-SFWB-2A-50		W-SFWB-3-72
W-SFWB-1-16	W-SFWB-2A-51		W-SFWB-3-73
W-SFWB-1-17	W-SFWB-2A-52		W-SFWB-3-74
W-SFWB-1-18	W-SFWB-2A-53		
W-SFWB-1-19	W-SFWB-2A-54		
W-SFWB-1-20	W-SFWB-2A-55		
W-SFWB-1-21	W-SFWB-2A-56		
W-SFWB-1-22	W-SFWB-2A-57		
W-SFWB-1-23			
W-SFWB-1-24			
W-SFWB-1-25			

W-SFWB-1-26			
W-SFWB-1-27			
W-SFWB-1-28			
W-SFWB-1-29			
W-SFWB-1-30			
W-SFWB-1-31			