



36-ESBE-1

When Recorded Return To:
The Ledges at Snow Canyon, LLC
120 E. St. George Blvd.
3rd Floor
St. George, UT 84770

**PARTIAL ASSIGNMENT OF DECLARANT RIGHTS FOR
THE ESCAPES AT THE LEDGES PHASE ONE SUBDIVISION**

NOTICE IS HEREBY GIVEN that effective the 23 day of June, 2015 ("Effective Date") The Ledges at Snow Canyon, LLC, a Utah limited liability company ("Assignor") hereby assigns to Jack Fisher Construction of Southern Utah, LLC, a Utah limited liability company ("Assignee"), certain rights and interests it possesses as Declarant of Escapes at The Ledges Subdivision – Phase 1 under provisions of the Neighborhood Declaration thereof, which affects the property more particularly described as all of Escapes at The Ledges – Phase 1 Subdivision.

WITNESSETH

WHEREAS, Assignor, in connection with the development of Escapes at The Ledges – Phase 1 Subdivision located in St. George, Washington County, Utah, recorded that certain Neighborhood Declaration for Escapes at The Ledges with the Washington County Recorder's Office as Entry Number 20150003651 ("Neighborhood Declaration").

WHEREAS, Assignor desires to assign to Assignee certain of its rights and obligations as Declarant under the Neighborhood Declaration, and Assignee desires to accept such assignment;

WHEREAS, in consideration of the assignment contemplated hereby, Assignee has committed to construct certain pool and other related facilities and improvements (the "Amenities") for the use and benefit of the Owners (as defined in the Neighborhood Declaration) on a portion of the Common Area owned or to be owned by the Escapes at the Ledges Owners Association; and

WHEREAS, such assignment is expressly authorized by Article 14.9 of the Declaration,

NOW, THEREFORE, in consideration of the foregoing, Assignor declares as follows:

1. Effective as of the Effective Date, The Ledges at Snow Canyon LLC, as Assignor, does hereby assign and set over to Jack Fisher Construction of Southern Utah LLC, as Assignee, all of Assignor's rights and obligations as Declarant under the Declaration

BB

except the rights and obligations enumerated in paragraph 2 below. By signing below, Assignee accepts such assignment and the rights and obligations thereof.

2. Notwithstanding anything to the contrary set forth herein, Assignor retains all Special Development Rights enumerated in Articles 14 of the Neighborhood Declaration, including but not limited to the rights to expand, withdraw, seek and obtain zoning and subdivision approvals, dedicate, market and develop, and all Amendment rights set forth in Article 15 of the Neighborhood Declaration.

3. In the event Assignee fails to complete the Amenities within two (2) years of the Effective Date, or such longer period as shall be expressly agreed to in writing by Assignor, this assignment shall automatically terminate and the Declarant rights transferred to Assignee hereunder shall revert to Assignor without further action by either party; provided that in such event Assignor shall be permitted, and is hereby authorized by Assignee, to file a notice of such termination and reversion with the Washington County Recorder.

[Signature pages follow]

BB

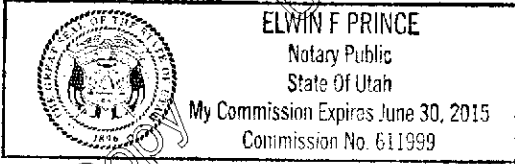


IN WITNESS WHEREOF, Assignor and Assignee has each caused this Partial Assignment of Declarant Rights to be signed in its business entity name by a duly authorized individual.

THE LEDGES AT SNOW CANYON, LLC, a Utah limited liability company

By: [Signature]
Its: Manager (Brett Burgess)

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)



On this 10th day of June, 2015, before me personally appeared Brett Burgess whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of The Ledges at Snow Canyon, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that company, he being duly authorized to do so.

[Signature]
Notary Public

JACK FISHER CONSTRUCTION OF SOUTHERN UTAH, LLC, a Utah limited liability company

By: [Signature]
Its: President

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 23 day of June, 2015, before me personally appeared Tyler Meyers whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the President of Jack Fisher Construction of Southern Utah, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that company, he being duly authorized to do so.

[Signature]
Notary Public



Approved By:

LEDGES MANAGEMENT AND PLANNING, LLC, a Utah limited liability company

By:

Its:

Date:

[Signature]
MANAGER (Gilbert M. Jennings)
6-18-2015

STATE OF UTAH)
) ss.
COUNTY OF WASHINGTON)

On this 18th day of June, 2015, before me personally appeared Gilbert M. Jennings whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Manager of Ledges Management and Planning, LLC, a Utah limited liability company, and that the foregoing document was signed by him on behalf of that company, he being duly authorized to do so.

[Signature]

Notary Public

