

Partial Assignment Page 1 of 7

Gary Christensen Washington County Recorder

03/10/2021 09:19:32 AM Fee \$40.00 By BACKMAN

OREM

Recorded at the Request of:
Pelican Hills Partners, LLC

**Record against the Property
described in Exhibit A and B**

After Recording mail to:
Jenkins Bagley Sperry, PLLC
285 W. Tabernacle, Ste. 301
St. George, UT 84770

ACCOMMODATION: Backman Title Services
makes no representation as to condition of title
or assumes responsibility for validity, sufficiency,
and effect of document on property.

PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS

THIS PARTIAL ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment") is made this 9th day of March, 2021 ("Effective Date"), by and between EsNet Pelican Hills LLC, a Utah limited liability company ("Assignor"), and Pelican Hills Partners, LLC, a Utah limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor (as successor in interest to Mesa Del Sol, L.L.C.) is designated as the "Declarant" under that certain Declaration of Condominium, Pelican Hills Condominiums, recorded with the Washington County Recorder on March 12, 2007, as Entry No. 20070012413, as the same may have been amended by that certain First Amendment to Declaration of Condominium, Pelican Hills Condominiums, recorded with the Washington County Recorder on March 12, 2013, as Entry No. 20130009244 (collectively, the "CC&Rs"), which affects the real property located in Washington County, Utah described in attached **Exhibit A**; and

WHEREAS, Assignor desires to quitclaim and assign to Assignee, and Assignee desires to receive and assume from Assignor, any and all of the rights and obligations that Assignor may have as Declarant under the CC&Rs with respect to the real property located in Washington County, Utah described in attached **Exhibit B** (the "Phase 4 Property"), which is a portion of the "Additional Land" described in the CC&Rs.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Recitals Incorporated. The Recitals set forth above are incorporated herein as part of this Assignment.
2. Assignment. Assignor hereby transfers, conveys, quitclaims and assigns to Assignee any and all of the rights and obligations that Assignor may have as Declarant under the CC&Rs, but only to the extent that such rights and obligations relate to the Phase 4 Property (the "Assigned Interest"), without representation or warranty of any kind.

3. Assumption. In consideration of the foregoing assignment, Assignee hereby assumes and agrees to pay, discharge, and perform any and all obligations of Assignor under the CC&Rs relating to the Assigned Interest.

4. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from all liabilities, obligations, actions, suits, proceedings or claims, and all losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, arising as a result of (i) any act, omission or obligation of Assignee as Declarant under the CC&Rs, (ii) Assignee's exercise of rights quitclaimed under this Assignment, or (iii) this Assignment.

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

6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its conflict of laws principles.

7. Legal Counsel. Assignor and Assignee hereby agree that they have executed this Assignment voluntarily, without coercion or duress of any kind, and have had the opportunity to consult with independent counsel regarding same.

8. Counterparts. This Assignment may be executed in any number of counterparts, provided each counterpart is identical in its terms. Each such counterpart, when executed and delivered will be deemed to be an original, and all such counterparts shall be deemed to constitute one and the same instrument. For convenience in recording, signature pages from multiple counterparts may be detached from their counterparts and attached to a single counterpart to be recorded.

[Signature Pages Follow]

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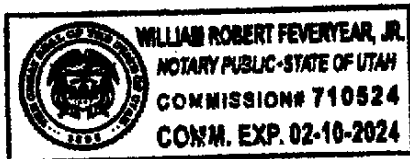
Assignee: **PELICAN HILLS PARTNERS, LLC**, a Utah
limited liability company

By: Frank Hubank

Its: Manager

STATE OF Utah)
:SS.
County of Utah)

On this 9th day of March, 2021, personally appeared before me Frank Hubank, manager, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being duly sworn (or affirmed), did say that he/she is the authorized representative of **PELICAN HILLS PARTNERS, LLC**, a Utah limited liability company, and that he/she executed the foregoing document on behalf of said company, and he/she acknowledged before me that the company/corporation executed the same for the uses and purposes stated therein.



[Signature]
Notary Public

EXHIBIT A**Legal Description – Pelican Hills Phases 1-3**

All of Units 1011 through 1014, Units 1025 through 1028, Units 1111 through 1114, Units 1125 through 1128, Units 1211 through 1214, Units 1225 through 1228, Units 2611 through 2614, Units 2625 through 2628, Units 2711 through 2713, Units 2724 through 2726, Units 2811 through 2813 and Units 2824 through 2826, together with all Common Areas, Pelican Hills Condo 1 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PHC-1-10-1011 through SG-PHC-1-10-1014
PARCEL: SG-PHC-1-10-1025 through SG-PHC-1-10-1028
PARCEL: SG-PHC-1-11-1111 through SG-PHC-1-11-1114
PARCEL: SG-PHC-1-11-1125 through SG-PHC-1-11-1128
PARCEL: SG-PHC-1-12-1211 through SG-PHC-1-12-1214
PARCEL: SG-PHC-1-12-1225 through SG-PHC-1-12-1228
PARCEL: SG-PHC-1-26-2611 through SG-PHC-1-26-2614
PARCEL: SG-PHC-1-26-2611 through SG-PHC-1-26-2614
PARCEL: SG-PHC-1-26-2625 through SG-PHC-1-26-2628
PARCEL: SG-PHC-1-27-2711 through SG-PHC-1-27-2713
PARCEL: SG-PHC-1-27-2724 through SG-PHC-1-27-2726
PARCEL: SG-PHC-1-28-2811 through SG-PHC-1-28-2813
PARCEL: SG-PHC-1-28-2824 through SG-PHC-1-28-2826

All of Units 1311 through 1314, Units 1325 through 1328, Units 1411 through 1414, Units 1425 through 1428, Units 1511 through 1514, Units 1525 through 1528, together with all Common Areas, Pelican Hills Condo 2 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PHC-2-13-1311 through SG-PHC-2-13-1314
PARCEL: SG-PHC-2-13-1325 through SG-PHC-2-13-1328
PARCEL: SG-PHC-2-14-1411 through SG-PHC-2-14-1414
PARCEL: SG-PHC-2-14-1425 through SG-PHC-2-14-1428
PARCEL: SG-PHC-2-15-1511 through SG-PHC-2-15-1514
PARCEL: SG-PHC-2-15-1525 through SG-PHC-2-15-1528

All of Units 2111 through 2113, Units 2124 through 2126, Units 2211 through 2213, Units 2224 through 2226, Units 2311 through 2314, Units 2325 through 2328, Units 2411 through 2414, Units 2425 through 2428 together with all Common Areas, Pelican Hills Condo 3 (SG), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: SG-PHC-3-21-2111 through SG-PHC-3-21-2113

PARCEL: SG-PHC-3-21-2124 through SG-PHC-3-21-2126

PARCEL: SG-PHC-3-22-2211 through SG-PHC-3-22-2213

PARCEL: SG-PHC-3-22-2224 through SG-PHC-3-22-2226

PARCEL: SG-PHC-3-23-2311 through SG-PHC-3-23-2314

PARCEL: SG-PHC-3-23-2325 through SG-PHC-3-23-2328

PARCEL: SG-PHC-3-24-2411 through SG-PHC-3-24-2414

PARCEL: SG-PHC-3-24-2425 through SG-PHC-3-24-2428

Exhibit B
Legal Description – Pelican Hills Phase 4

Beginning at a point being on the 1/16th line, said point being the Northwest corner of Pelican Hills Phase 1, said point also being South 00 deg. 14'54" West 912.52 feet along the center section line and West 1,331.47 feet from the North quarter corner of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian, and running thence North 00 deg. 32'05" East 503.32 feet along the 1/16th line to the Southerly line of Green Valley Subdivision Phase 4; thence North 42 deg. 08'34" East 466.74 feet along said Southerly line to the Westerly line of Dixie Drive; thence South 46 deg. 10'08" East 259.42 feet along the Westerly line of said Dixie Drive; thence Southeasterly 107.65 feet along an arc of a 760.00 foot radius curve to the right (center bears South 43 deg. 49'52" West long chord bears South 42 deg. 06'41" East 107.56 feet with a central angle of 08 deg. 06'55") along said Westerly line of Dixie Drive; thence South 59 deg. 02'23" West 386.14 feet; thence South 31 deg. 53'33" West 65.45 feet; thence South 42 deg. 58'47" West 42.28 feet; thence South 04 deg. 13'19" East 73.02 feet; thence South 38 deg. 17'38" East 60.37 feet; thence South 28 deg. 28'11" West 48.00 feet; thence South 04 deg. 50'43" West 21.42 feet; thence South 55 deg. 50' 10" West 76.36; thence South 60 deg. 23'17" West 158.19 feet to the point of beginning.

Tax ID No.: SG-6-2-35-412