

Assignment Page 1 of 5

Gary Christensen Washington County Recorder

03/08/2024 09:54:47 AM Fee \$92.00 By OLD

REPUBLIC TITLE (ST GEORGE BLVD)

Recorded at the Request of:
Mountain Country Home Solutions

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

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

**ASSIGNMENT OF FOUNDER'S RIGHTS
(Re: Sage Villas Townhomes)**

THIS ASSIGNMENT OF FOUNDER'S RIGHTS ("Assignment") is made effective on the 22st day of July 2022 ("Effective Date"), by and between Sage Villas, LLC, a Utah limited liability company ("Assignor"), and Mountain Country Home Solutions, a Utah nonprofit corporation ("Assignee").

RECITALS

WHEREAS, Assignor is designated as the "Founder" under that certain Charter of Declarations, Covenants, Restrictions, and Reservation of Easements for Sage Villas Townhomes, a planned unit development located in Ivins, Utah, recorded with the Washington County Recorder's Office on 22 April 2020 as Doc. No. 20200019699 ("Charter");

WHEREAS, Article XIV, Section 14.10 of the Charter allows Assignor, as Founder, to assign Founder rights under the Charter;

WHEREAS, the Charter runs with the land;

WHEREAS, Assignee was the owner of at least one Lot within the Sage Villas Townhomes on the Effective Date;

WHEREAS, Assignee is currently the owner of at least one Lot within the Sage Villas Townhomes;

WHEREAS, on the Effective Date, Assignor conveyed and assigned to Assignee, and Assignee received and assumed, all of the Assignor's rights and duties as Founder as to the real property described in **Exhibit A** as provided for herein;

WHEREAS, Assignor and Assignee desire to memorialize the terms of said conveyance and assignment in writing as set forth herein below, and Assignee shall record this Assignment against the real property described in **Exhibit A**;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and conditions of the Charter, 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. As of the Effective Date, Assignor hereby conveys and assigns to Assignee any and all of the Founder's rights and duties that Assignor has under the Charter.
3. Assumption. From and after the Effective Date, Assignee hereby assumes all of the Founder's rights and duties under the Charter.
4. Assignee's Indemnification of Assignor. Assignee shall and does hereby agree to 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 from circumstances related to Founder rights and duties arising on and after the Effective Date.
5. Assignor's Indemnification of Assignee. Assignor shall and does hereby agree to indemnify Assignee against, and agrees to hold Assignee 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 from circumstances related to Founder rights and duties arising before the Effective Date.
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. 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.
8. Authorization. The individuals signing for the respective entities make the following representations: (i) he/she has read this Assignment; (ii) he/she has authority to act for the entity designated below; and (iii) he/she shall execute this Assignment acting in said capacity.
9. 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 the same.
10. 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, all of the parties hereto execute this Assignment as of the Effective Date.

Assignor: SAGE VILLAS, LLC, a Utah limited liability company

Sharlene Wilde
By: Sharlene Wilde
Its: Executive Director

Assignee: MOUNTAIN COUNTRY HOME SOLUTIONS, a Utah nonprofit corporation

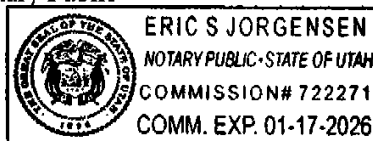
Sharlene Wilde
By: Sharlene Wilde
Its: Executive Director

STATE OF Utah)
)
) ss.
County of Utah)

On this 7th day of March, 2024, personally appeared before me Sharlene Wilde, 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 Sage Villas, LLC a Utah limited liability company, and that he/she executed the foregoing document on behalf of said corporation/company, and he/she acknowledged before me that the corporation/company executed the same for the uses and purposes stated therein.

Eric S. Jorgensen
Notary Public

STATE OF Utah)
)
) ss.
County of Utah)



On this 7th day of March, 2024, personally appeared before me Sharlene Wilde, 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 Mountain Country Home Solutions a Utah nonprofit corporation, 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.

Eric S. Jorgensen
Notary Public

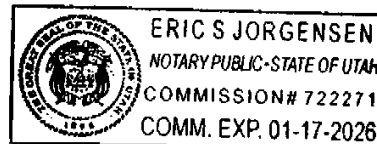


Exhibit A

This Assignment of Founder's Rights affects the following real property, all located in Washington County, State of Utah:

Sage Villas Phase 1

Beginning at a point on the center section line, said point being on the center section line, said Point being North 00°41'25" East 366.54 feet along the center section line from the South Quarter Comer of Section 6, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence North 89°18'35" West 125.00 feet;
thence North 00°41'31" East 78.57 feet;
thence Northwest 15.71 feet along an arc of a 10.00 foot radius curve to the left (center bears North 89°18'29" West, long chord bears North 44°18'29" West 14.14 feet with a central angle of 90°00'00");
thence North 89°18'29" West 74.51 feet;
thence West 39.84 feet along an arc of a 80.00 foot radius curve to the right (center bears North 00°41'31" East, long chord bears North 75°02'34" West 39.43 feet with a central angle of 28°31'51");
thence North 60°46'38" West 74.34 feet;
Northwest 28.80 feet along an arc of a 200.00 foot radius curve to the right (center bears North 29°13'22" East, long chord bears North 56°39'07" West 28.77 feet with a central angle of 08°15'01");
thence North 52°31'37" West 110.92 feet;
thence West 23.08 feet along an arc of a 25.00 foot radius curve to the left (center bears South 37°28'23" West, long chord bears North 78°58'11" West 22.27 feet with a central angle of 52°53'08") to the easterly line of Guy Lane;
thence North 37°28'23" East 384.48 feet along said easterly line of Guy Lane;
thence South 52°31'37" East 271.90 feet to said center section line;
thence South 00°41'25" West 364.85 feet along said center section line to the Point of Beginning.

Containing 140,226 square feet or 3.22 acres.

Phase 1 of the Subdivision being more particularly described as:

All of Units 1 through 35, together with all Common Areas, Sage Villas Townhomes (I), according to the Official Plat thereof, on file in the Office of the Recorder of Washington County, State of Utah.

PARCEL: I-SAGE-1-1 through I-SAGE-1-35

Sage Villas Phase 2

Beginning at the southeast corner of Sage Villas Phase 1, said point on the center section line, said point being on the center section line, said point being North 00°41'25" East 366.54 feet along the center section line from the South Quarter Corner of Section 6, Township 42 South, Range 16 West, Salt Lake Base & Meridian, and running;

thence South 00°41'25" West 211.97 feet along the center section line to the northerly line of Fitness Way (Dedicated as Normandy Road);
thence northwesterly the following (3) courses along said Fitness Way;
thence Northwest 166.13 feet along an arc of a 1,095.00 foot radius curve to the right (center bears North 28°46'49" East, long chord bears North 56°52'24" West 165.97 feet with a central angle of 08°41'34");
thence North 52°31'37" West 421.80 feet;
thence North 47.12 feet along an arc of a 30.00 foot radius curve to the right (center bears North 37°28'23" East, long chord bears North 07°31'37" West 42.43 feet with a central angle of 90°00'00") to the easterly line of Guy Lane;
thence North 37°28'23" East 60.09 feet along said easterly line of Guy Lane to the westerly corner of Sage Villas Phase 1;
thence southeasterly the following () courses along the southerly line of said Sage Villas Phase 1;
thence East 23.08 feet along an arc of a 25.00 foot radius curve to the right (center bears South 15°24'45" East, long chord bears South 78°58'11" East 22.27 feet with a central angle of 52°53'08");
thence South 52°31'37" East 110.92 feet;
thence Southeast 28.80 feet along an arc of a 200.00 foot radius curve to the left (center bears North 37°28'23" East, long chord bears South 56°39'07" East 28.77 feet with a central angle of 08°15'01");
thence South 60°46'38" East 74.34 feet;
thence East 39.84 feet along an arc of a 80.00 foot radius curve to the left (center bears North 29°13'22" East, long chord bears South 75°02'34" East 39.43 feet with a central angle of 28°31'51");
thence South 89°18'29" East 74.51 feet;
thence Southeast 15.71 feet along an arc of a 10.00 foot radius curve to the right (center bears South 00°41'31" West, long chord bears South 44°18'29" East 14.14 feet with a central angle of 90°00'00");
thence South 00°41'31" West 78.57 feet;
thence South 89°18'35" East 125.00 feet to the Point of Beginning.

Containing 72,053 square feet or 1.65 acres.