

## ASSIGNMENT OF DECLARANT'S RIGHTS

(The Towns at Brylee Farms Owners Sub-Association)

April 19<sup>th</sup> This ASSIGNMENT OF DECLARANT'S RIGHTS ("Assignment"), dated as of April 19<sup>th</sup>, 2025 ("Effective Date"), is made by and between **BRYLEE ESTATES DEVELOPMENT, INC.**, a Utah Corporation and **BRYLEE ESTATES LAND HOLDINGS, LLC**, a Utah limited liability company (collectively "Brylee"), and **LANDEX DEVELOPMENT, LLC** a Utah limited liability company ("Landex").

### RECITALS

A. Brylee is identified as the "Declarant" under the Declaration of Covenants, Conditions, and Restrictions for The Towns at Brylee Farms Owners Sub-Association recorded in the Office of the Utah County Recorder on July 6, 2021 at Entry No. 119117:2021 ("Declaration").

B. The Declaration governs The Towns at Brylee Farms Owners Sub-Association and all real property subject to the Declaration. All land governed by the Declaration is collectively referred to herein as the "Project," which is more particularly described on Exhibit A attached hereto.

C. Pursuant to Section 10.4 of the Declaration, Brylee may transfer and/or assign all its rights and responsibilities as the Declarant.

D. Brylee desires to assign the rights and delegate the duties as Declarant under the Declaration to Landex and Landex is willing to accept such assignment.

### AGREEMENT

**NOW THEREFORE**, Brylee and Landex agree as follows:

1. **Assignment.** Brylee does hereby assign all Declarant rights and delegates all Declarant duties, obligations, and responsibilities Brylee holds under the Declaration to Landex.

2. **Acceptance.** Landex hereby accepts the foregoing assignment of all of Brylee's obligations responsibilities and duties under the Declaration and shall have and hold all of Brylee's rights arising under the Declaration beginning as of the Effective Date of this Assignment.

3. **Liability.** Landex shall be solely responsible and liable for all acts and omissions as Declarant after the Effective Date of this Assignment. Landex shall not be liable for any acts and omissions of Brylee as Declarant before the Effective Date of this Assignment.

4. **Authority**. Brylee warrants that it has full right and authority to assign the Declarant rights under the Declaration, that there have been no prior assignments of the rights assigned hereunder, and no other party has any right or interest in such Declarant rights.

5. **No Merger**. This Assignment shall not be construed as a merger, partnership, or consolidation of Brylee and Landex. Landex does not assume any obligations or liabilities of Brylee unrelated to the Declarant rights set forth in the Declaration and specifically disclaims liability for all obligations or liabilities that accrued by Brylee prior to the date of this Assignment.

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

7. **Applicable Law; Severability; Captions; Plurality**. This Assignment is being delivered and is intended to be performed in the State of Utah and shall be construed and enforced in accordance with and be governed by the laws of such State. In the event of any inapplicability or unenforceability of any provision of this Assignment, then such inapplicability or unenforceability shall not affect, limit or impair the validity or operation of all other provisions of this Assignment. The captions used herein are used for convenience only and shall not affect the interpretation of this Assignment. At all times, any word used in the singular herein shall also include the plural, and vice versa.

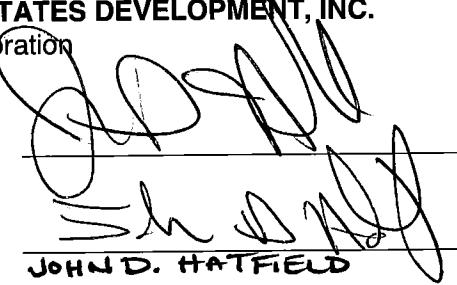
8. **Enforcement**. In any action brought to enforce this Assignment, the prevailing party is entitled to collect its attorney fees and costs, including any incurred in connection with any mediation, arbitration, litigation (including appeals, defense of any counter claims, cross claim, or third-party claim).

9. **Effective Date**. This Assignment shall commence as of the Effective Date above and shall continue in perpetuity unless terminated or amended by written consent of both of the parties. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Brylee and Landex and any of their successors.

*[SIGNATURES TO FOLLOW]*

IN WITNESS WHEREOF, this Assignment is executed by Brylee Estates Development, Inc. this 18 day of April, 2025.

**BRYLEE ESTATES DEVELOPMENT, INC.**  
a Utah Corporation

Signature: 

Name: John D. Hatfield

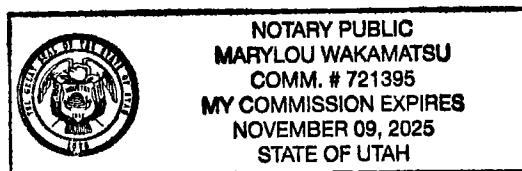
Title: Managing Member

State of Utah )  
County of Utah ) ss.

On the 18 day of April, 2025, John D. Hatfield [Name] personally appeared before me who by me being duly sworn, did say that she/he is an authorized representative of Brylee Estates Development, Inc. and that the foregoing instrument is signed on behalf of said entity and executed with all necessary authority.

Notary Public:

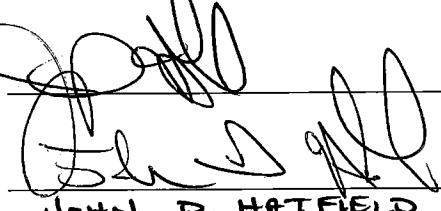
Marylou Wakamatsu



IN WITNESS WHEREOF, this Assignment is executed by Brylee Estates Land Holdings, LLC this 18 day of April, 2025.

**BRYLEE ESTATES LAND HOLDINGS, LLC**  
a Utah limited liability company

Signature: 

Name:   
JOHN D. HATFIELD

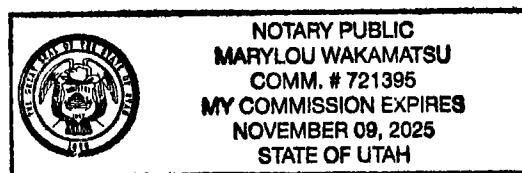
Title: Managing Member

State of Utah )  
County of Utah ) ss.

On the 18 day of April, 2025, John D. Hatfield [Name] personally appeared before me who by me being duly sworn, did say that she/he is an authorized representative of Brylee Estates Land Holdings, LLC and that the foregoing instrument is signed on behalf of said entity and executed with all necessary authority.

Notary Public:

Marylou Wakamatsu



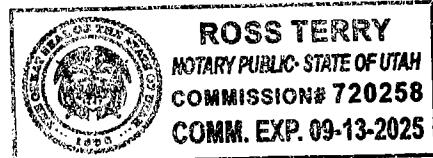
IN WITNESS WHEREOF, this Assignment is executed by Landex Development, LLC  
 this 18<sup>th</sup> day of April, 2025.

**LANDEX DEVELOPMENT, LLC**  
 a Utah limited liability company

Signature: 

Name: Ross Holiday

Title: Manager



State of Utah )  
 ) ss.  
 County of \_\_\_\_\_ )

On the 18 day of April, 2025, Ross Holiday [Name] personally  
 appeared before me who by me being duly sworn, did say that she/he is an authorized  
 representative of Landex Development, LLC and that the foregoing instrument is signed on behalf  
 of said entity and executed with all necessary authority.

Notary Public: Ross Terry

**EXHIBIT A**

**Legal Description and Parcel Numbers**

All of the TOWNS AT BRYLEE FARMS PHASE B PLAT 1, according to the official plat thereof, as recorded in the office of the Utah County Recorder as Entry No. 182403:2020.

**Parcel Numbers: 53:606:0101 through 53:606:0117**

ALL of the TOWNS AT BRYLEE FARMS PHASE B PLAT 2, according to the official plat thereof, as recorded in the office of the Utah County Recorder as Entry No. 127877:2021.

**Parcel Numbers: 53:622:0201 through 53:622:0243**

COMMENCING NORTH 982.6 FEET AND EAST 670.25 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 86 FEET; THENCE WEST 47.61 FEET; THENCE NORTH 328 FEET; THENCE EAST 159.03 FEET; THENCE NORTH 86 FEET; THENCE EAST 180.99 FEET; THENCE SOUTH 85.93 FEET; THENCE WEST 140.48 FEET; THENCE SOUTH 328 FEET; THENCE EAST 50 FEET; THENCE SOUTH 86.03 FEET; THENCE WEST 201.95 FEET TO BEGINNING.

**Parcel Number: 59:034:0152**

COMENCING NORTH 89°56'9" EAST 622.67 FEET AND NORTH 1360.93 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE WEST 20.47 FEET; THENCE NORTH 121 FEET; THENCE EAST 179.5 FEET; THENCE SOUTH 86 FEET; THENCE WEST 159.03 FEET; THENCE SOUTH 35 FEET TO BEGINNING.

**Parcel Number: 59:034:1064**

BEGINNING NORTH 0°51'28" EAST 982.74 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 0°51'28" EAST 500.06 FEET, THENCE EAST 580 FEET; THENCE SOUTH 120.97 FEET, THENCE EAST 20.45 FEET, THENCE SOUTH 293.02 FEET, THENCE EAST 47.61 FEET, THENCE SOUTH 86 FEET; THENCE WEST 655.56 FEET TO THE POINT OF BEGINNING.

**Parcel Number: 59:034:0165**

(63 Total Parcels)