

**After recording, return to:
Ivory Development, LLC
978 Woodoak Lane
Salt Lake City, UT 84117**

ASSIGNMENT AGREEMENT

This Assignment Agreement is made by and between **DEER CREEK ESTATES, L.L.C.**, a Utah limited liability company located at 500 Huntsman Way, Salt Lake City, UT, 84108 (“DCE” or “Assignor”) and **IVORY DEVELOPMENT, LLC** a Utah limited liability company located at 978 East Woodoak Lane, Salt Lake City, UT 84117 (“Ivory” or “Assignee”). DCE and Ivory, collectively, are referred to herein as the “Parties” and, individually, as a “Party” as the context may require or permit.

RECITALS

WHEREAS, DCE is the developer and declarant pursuant to that certain Declaration of Covenants, Conditions, and Restrictions for Deer Creek Estates Subdivision recorded with the Office of Recorder for Wasatch County, Utah on August 29, 2017 as Entry No. 442120 (the “Declaration”) for the Deer Creek Estates residential subdivision project (the “Project”) in Midway, Utah;

WHEREAS, pursuant to the Declaration, the rights and authority reserved to declarant are assignable by the declarant.

WHEREAS, pursuant to that certain Warranty Deed recorded with the Office of Recorder for Wasatch County, Utah on May 22, 2018 as Entry No. 451730, DCE has conveyed Deer Creek Estates Subdivision lots 1 through 16, 18 and 19 to Ivory.

WHEREAS, in conjunction with the bulk sale of lots to Ivory, DCE also desires to assign all declarant rights to Ivory to facilitate completion of the Project by Ivory.

NOW, THEREFORE, for the reasons recited above, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ASSIGNMENT

1. Assignment of Declarant Rights. Assignor hereby assigns and transfers all right, title, interest, and all authority and obligations, as declarant, for development of the Project, to Assignee, including without limitation, the declarant’s rights and authority to amend the Declaration as set forth in Article VII, Section VII.3 of the Declaration.

2. Assignee's Acceptance of Declarant Rights. Assignee hereby accepts said assignment and succeeds to the Assignor's right, title, interest, and authority and obligations as declarant under the Declaration.

3. No Rights Retained by Assignor. The Parties acknowledge and agree that all declarant rights under the Declaration and Utah law for the Project are hereby assigned to Assignee pursuant to this Assignment Agreement and no declarant or development rights are retained by Assignor.

4. Enforcement, Attorneys' Fees and Costs. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Utah. In any action to interpret or enforce this Assignment Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs.

5. Counterparts. This Assignment Agreement may be executed in counterparts. Assignor and Assignee acknowledge and agree that a signature transmitted by email or facsimile shall be binding on a Party and effective as an original signature in any enforcement action.

[Remainder of this page intentionally left blank
Signature pages to follow]

Date: 6-19-18

DEER CREEK ESTATES, L.L.C.

By: C. Huffman
Signature

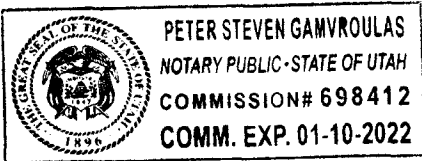
CHRISTOPHER HUFFMAN
(Printed Name)

Its: MANAGER / OWNER

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 19TH day of JUNE, 2018, personally appeared before me CHRISTOPHER HUFFMAN, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the MANAGER / OWNER, of DEER CREEK ESTATES LLC and that said document was signed by him/her in behalf of said entity with all necessary authority and acknowledged to me that said entity executed the same.

[Signature]
Notary Public



Date: 6/15/18

IVORY DEVELOPMENT, LLC

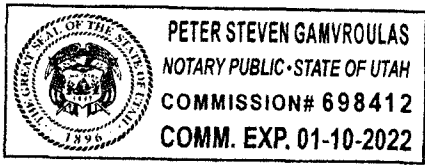
By: 
Signature

CHRISTOPHER P. GAMVROULAS
(Printed Name)

Its: PRESIDENT

STATE OF UTAH)
COUNTY OF SALT LAKE) ss

On this 15TH day of JUNE, 2018, personally appeared before me CHRISTOPHER P. GAMVROULAS, whose identity is personally known to me, (proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he/she is the PRESIDENT, of IVORY DEVELOPMENT, LLC and that said document was signed by him/her in behalf of said entity with all necessary authority and acknowledged to me that said entity executed the same.



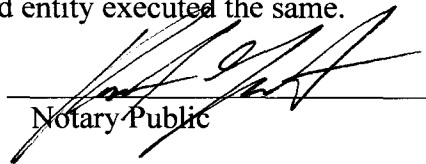

Notary Public

EXHIBIT A
LEGAL DESCRIPTION

The foregoing ASSIGNMENT AGREEMENT affects the following real property:

- Deer Creek Estates Subdivision Plat A, Lots 1 through 7 and 18 through 20, as shown on the official plat thereof on file and of record in the Office of Recorder for Wasatch County, Utah.
- Deer Creek Estates Subdivision Plat B, Lots 8 through 12 and 13 through 17, as shown on the official plat thereof on file and of record in the Office of Recorder for Wasatch County, Utah.

Parcel Number:

00-0021-2586
00-0021-2587
00-0021-2588
00-0021-2589
00-0021-2590
00-0021-2591
00-0021-2592
00-0021-2593
00-0021-2594
00-0021-2595
00-0021-2676
00-0021-2677
00-0021-2678
00-0021-2679
00-0021-2680
00-0021-2681
00-0021-2682
00-0021-2683
00-0021-2684
00-0021-2685

Serial Number:

0QE-A001-0-002-044
0QE-A002-0-002-044
0QE-A003-0-002-044
0QE-A004-0-002-044
0QE-A005-0-002-044
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