

WHEN RECORDED, MAIL TO:  
Ballard Spahr LLP  
One Utah Center, Suite 800  
201 South Main Street  
Salt Lake City, UT 84111-2221  
Attn: Steven P. Mehr

Tax Serial Nos. 00-0021-3351, 00-0021-5603, 00-0021-5604, 00-0021-5605, 00-0021-5606, 00-0021-5607, 00-0021-5608 and 00-0021-5609

### ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS

THIS ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS (this "Assignment") is entered into as of March 5, 2021 (the "Effective Date"), by and between ARGENTO BUSINESS PARK, LLC, a Utah limited liability company ("Assignor"), and 2210 W 3000 S PROPERTY I, LLC, a Utah limited liability company ("Assignee").

#### RECITALS

A. Assignor is the sole declarant under that certain Declaration of Condominium Regime for Argento Business Park Condominiums recorded January 20, 2021 as Entry No. 492515 in Book 1334 at page 956 in the office of the Wasatch County Recorder ("Official Records"), as amended and restated by that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Argento Business Park Condominium Owner's Association, recorded February 10, 2021 as Entry No. 493857 in Book 1337 at page 1824 of Official Records, and as amended and restated by that Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Weathervane Station Subdivision Amended Lot 2, Second Amended Units A-G Condominium Owner's Association, A/K/A/ Argento Business Park, recorded February 11, 2021 as Entry No. 493958 in Book 1338 at page 344 of Official Records, and as amended and restated by that Third Amended and Restated Declaration of Covenants, Conditions and Restrictions of the Weathervane Station Subdivision Amended Lot 2, Second Amended Units A-G Condominium Owner's Association, A/K/A/ Argento Business Park, recorded February 18, 2021 as Entry No. ~~\*49424~~ in Book 1339 at page 469 of Official Records, (as amended or modified from time to time, the "Declaration"), which encumbers that certain real property more particularly described on *Exhibit A* attached hereto (the "Property").

\*494324

B. Assignor desires to transfer to Assignee all of Assignor's rights and privileges as might be reserved to the Declarant under the Declaration and Assignee desires to accept the transfer thereof, therefore being the successor in title thereto.

#### AGREEMENT

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms; Status of Recitals; Exhibits. Capitalized terms used and not otherwise defined in this Assignment shall have the meaning or meanings given to them in the Declaration. The Recitals set forth above constitute a portion of the terms of this Assignment. All Exhibits are attached hereto and incorporated herein by this reference.

2. Assignment. Effective immediately, Assignor does hereby absolutely, unconditionally, and irrevocably without recourse, representation or warranty, transfer, assign, quitclaim and set over unto Assignee all of Assignor's right, title, interest, powers, privileges, benefits and options as Declarant in, to and under the Declaration or in any other capacity, in, to, under or arising out of the following documents and instruments:

- a. Any registered plan, subdivision plat or record of survey map affecting the Property, or any annexation parcels, filed or registered with the Official Records, as such may be amended from time to time; and
- b. Any and all other documents and instruments and any amendments relating to or in any way connected with the governance, operation, organization, control or development of the Property. The Declaration, plats, maps, and all other documents described in this *Section 2* are collectively referenced herein as the "Governing Documents".

Such assignment excluding any obligations or liabilities of Assignor arising prior to the Effective Date (collectively, the "Assigned Rights"), so that, from and after the Effective Date, Assignee shall be the Declarant and assume Declarant's obligations for all such purposes under the Declaration.

2. Limited Assumption. Assignee does hereby assume from Assignor, all of Assignor's rights, title and interest and those obligations of Assignor first arising from and after the Effective Date only, as "Declarant", as such term used in the Governing Documents, or in any other capacity, in, to, under or arising out of the Assigned Rights and does hereby agree to perform all of the duties, obligations and responsibilities of Declarant under the Declaration first arising from and after the Effective Date.

3. No Liability for Prior or Future Acts. Assignor and Assignee hereby acknowledge and agree that Assignee shall not be liable for any claims, liens, demands, charges, encumbrances, litigation, arbitration, legal costs and fees, and judgments arising directly or indirectly out of any prior or future acts of Assignor. Assignor and Assignee hereby acknowledge and agree that Assignor shall not be liable for any claims, liens, demands, changes, encumbrances, litigation, arbitration, legal costs and fees, and judgments arising directly or indirectly out of any future acts of Assignee.

4. Disclaimed Liability. Assignor and Assignee further acknowledge and agree that Assignee expressly disclaims and assumes no liability or obligations of Assignor with respect to any sales practices, representations, omissions or consumer documents related to the marketing and sale of Lots, including without limitation deeds of trust, Truth in Lending Act and the Real Estate Settlement Procedures Act, deeds of conveyance, disclosure statements, Buyer's affidavits and acknowledgments of representation, and promissory notes.

5. No Prior Assignment. Assignor does hereby represent, warrant and covenant to and with Assignee that Assignor has not previously transferred, conveyed or encumbered its interest as Declarant under the Declaration in any manner whatsoever.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee, and their respective successors and assigns. Assignor acknowledges and agrees that Assignee may assign, sell, transfer, pledge, hypothecate, or otherwise grant any right, title, or interest whatsoever in any Assigned Rights to any person or entity, in Assignee's sole and subjective discretion.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Utah. Any action or claim arising out of the assignment or this Agreement may be instituted and maintained only in the courts of the Fourth Judicial District Court, Wasatch County, Utah, and the Parties consent to the exclusive jurisdiction of said courts. Each Party hereto WAIVES ITS RIGHT TO A JURY TRIAL with respect to any action or claim arising out of or relating to the assignment and this Agreement.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which, collectively, shall constitute one and the same agreement.

*[Signature pages follow]*

IN WITNESS WHEREOF, this Assignment has been executed as of the date first above written.

**ASSIGNOR:**

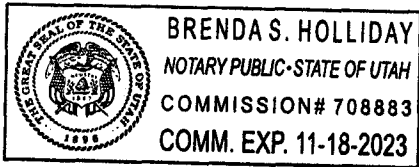
Argento Business Park, LLC,  
a Utah limited liability company

By: [Signature]  
Name: RICK WHITE  
Title: MGR.

STATE OF UTAH )  
  :SS  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2021, by Rick White, a Manager of Argento Business Park, LLC, a Utah limited liability company, on behalf of such entity.

[Signature]  
NOTARY PUBLIC  
Residing at: SLC, UT



My Commission Expires: 11-18-2023

*[Signatures continue on next page]*

**ASSIGNEE:**

2210 W 3000 S Property I, LLC,  
a Utah limited liability company

By: [Signature]  
Name: Shawn Reed Miller  
Title: Managing Member

STATE OF California )  
  ) :SS  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of March, 2021, by Shawn R. Miller, a Managing Member of 2210 W 3000 S Property I, LLC, a Utah limited liability company, on behalf of such entity.



[Signature]  
NOTARY PUBLIC  
Residing at: Orange County

My Commission Expires: Sept. 1, 2024

*Exhibit A*

Legal Description

Lot 2, Weathervane Station Subdivision Amended as Recorded in the Office of the Wasatch County Recorder Entry #460294, Book 1243 Page 1153 being further described as follows:

A Parcel of land located in the North West Quarter of Section 13, Township 4 South, Range 4 East, Salt Lake Base and Meridian in Wasatch County,

Beginning at a point N89°55'37"E 525.72 Feet and N24°20'28"E 39.32 Feet from the West Quarter Comer Section 13, Township 4 South, Range 4 East, Salt Lake Base & Meridian, said point being the POINT OF BEGINNING; thence North 20°17'09" East 25.44 feet; thence North 89°16'59" East 412.67 feet; thence South 44°40'08" West 67.53 feet; thence southerly 160.08 feet along the arc of a 180.00 feet non-tangent radius curve to the left, having a central angle of 50°57'13", (chord bears South 19°11'04" West 154.85 feet); thence South 06°17'33" East 49.42 feet to a point of curvature to the right, thence southwesterly 20.47 feet along the arc of a 15.00 feet radius curve, having a central angle of 78°11'03" (chord bears South 32°47'59" West 18.92 feet); thence southwesterly 154.48 feet along the arc of a 322.22 feet non-tangent radius curve to the left, having a central angle of 27°28'09", (chord bears South 58°08'55" West 153.00 feet); thence South 44°14'45" West 95.05 feet; thence southwesterly 204.95 feet along the arc of a 255.00 feet non-tangent radius curve to the right, having a central angle of 46°03'01", (chord bears South 67°26'12" West 199.48 feet); thence North 89°32'27" West 143.39 feet; thence North 24°20'28" East 498.85 feet to the POINT OF BEGINNING.

Containing 170,188 square feet or 3.906 acres, more or less.

Parcel No. 00-0021-3351  
Serial No. 0QU-0002-A-013-044

Now known as WEATHERVANE STATION SUBDIVISION AMENDED LOT 2, SECOND AMENDED UNITS A – G, Parcel Nos. 00-0021-5603, 00-0021-5604, 00-0021-5605, 00-0021-5606, 00-0021-5607, 00-0021-5608, 00-0021-5609