

When Recorded, Please Mail to:

D.R. Horton, Inc. *ATTN: KRISSEL TRAVIS*
12351 South Gateway Park Place, Suite D-100
Draper, UT 84020

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10/25/2021 03:17 PM \$40.00
Book - 11258 Pg - 8978-8983
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
DR HORTON, INC ATTN: KRISSEL T
12351 SOUTH GATEWAY PARK PLACE
SUITE D-100
DRAPER UT 84020
BY: DNA, DEPUTY - WI 6 P.

Tax ID # 14-32-326 006

ASSIGNMENT OF DECLARANT'S RIGHTS FOR GATEWAY TO LITTLE VALLEY

THIS ASSIGNMENT OF DECLARANT'S RIGHTS FOR GATEWAY TO LITTLE VALLEY (this "**Assignment**") is executed to be effective the 16 day of October, 2021, by FORESTAR (USA) REAL ESTATE GROUP INC., a Delaware corporation ("**Assignor**"), and D.R. HORTON, INC., a Delaware corporation ("**Assignee**").

RECITALS

A. Assignor is the entity identified and designated as the Declarant (the "**Declarant**") in that certain Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley dated January 15, 2021 that was recorded in the Office of the Recorder of Salt Lake County, Utah on January 22, 2021 as Entry No. 13540701 in Book 11103, beginning at Page 6206, as supplemented by that certain First Supplemental Declaration to the Declaration of Covenants, Conditions and Restrictions for Gateway to Little Valley dated May 27, 2021 that was recorded in the Office of the Recorder of Salt Lake County, Utah on June 16, 2021 as Entry No. 13693275 in Book 11192, beginning at Page 1110 (collectively referred to herein as the "**Declaration**"). The Declaration pertains to a residential unit development known as Gateway to Little Valley or Little Valley Gateway (the "**Project**") located on that certain real property in Salt Lake County, Utah more particularly described on Exhibit A attached hereto (the "**Property**"). Capitalized terms not otherwise defined in this Assignment shall have the same meaning given to such terms in the Declaration.

B. Assignee has acquired from Assignor certain portions of the Project, and Assignee desires to acquire from Assignor all rights, title and interest of Assignor as the Declarant arising under the Declaration.

C. Assignor is willing to assign to Assignee all of such Assignor's rights, title and interest as the Declarant under the Declaration as hereinafter set forth.

ASSIGNMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Declarant Rights. Assignor hereby assigns to Assignee all rights, title and interest of Assignor as the Declarant under the Declaration. Assignee hereby accepts the assignment from Assignor of all rights, title and interest as Assignee as the Declarant under the Declaration effective as of and commencing on the date of this Assignment. Assignor and Assignee hereby agree and declare that commencing on the date of this Assignment, Assignee shall be deemed the Declarant under the Declaration for all purposes, and Assignee shall have the right to remove from the Board of Directors of the Little Valley Owners Association, Inc., a Utah non-profit corporation (the "**Association**"), all members of the Board of Directors of the Association that may have previously been appointed by Assignor, and commencing on the date of this Assignment, Assignee shall have the exclusive and irrevocable right, as the Declarant under the Declaration, to appoint all of the members of the Board of Directors and their successors and replacements as provided in Section 3.3 of the Bylaws of the Association attached as Exhibit D to the Declaration.

2. Miscellaneous.

a. Amendments. This Assignment may not be changed orally, but only by a written agreement signed by the parties.

b. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

c. Severability. If any provision of this Assignment is held to be invalid, void or unenforceable in whole or in part, the rest of this Assignment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

d. Governing Law. This Assignment shall be governed by and interpreted in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by persons duly authorized to execute the same as of the date first above written.

FORESTAR (USA) REAL ESTATE GROUP INC.,
a Delaware corporation

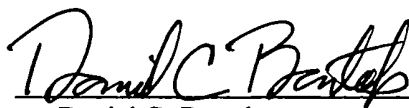
By: 
Name: Daniel C. Bartok
Title: Chief Executive Officer
Date of Execution: October 5th, 2021

EXHIBIT A

Legal Description of the Property

That certain real property located in Salt Lake County, Utah, more particularly described as follows:

A parcel of land situate in the East Half of Section 31 and the West Half of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at the Intersection of the Southwest line of the Denver & Rio Grande Western Railroad Right-of-Way and the West line of 8400 West Street (SR-111), said point also being South 00°01'06" West 154.21 feet along the Quarter Section line and West 71.00 feet from the Center of Section of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°01'06" West 1,775.11 feet along the said Westerly Right-of-Way of 8400 South Street; thence North 89°40'50" West 353.32 feet; thence North 124.83 feet; thence West 496.00 feet; thence South 459.00 feet; thence South 89°45'36" East 310.90 feet; thence South 00°01'06" West 233.00 feet; thence South 89°40'50" East 165.00 feet; thence South 00°01'06" West 140.00 feet to a point on the South Section line of Section 32; thence North 89°40'50" West 1,280.27 feet along said South line to a line that is 25 feet perpendicularly distant Northeasterly from the Center of Tracks of the Bingham & Garfield Railroad; thence North 43°48'26" West 237.28 feet along said line 25 feet perpendicularly distant from the Center of said Tracks; thence North 46°10'42" East 797.63 feet; thence Northeasterly 636.53 feet along the arc of a 1,150.00 foot radius curve to the left (center bears North 43°49'18" West and the chord bears North 30°19'17" East 628.44 feet with a central angle of 31°42'49"); thence North 14°27'53" East 204.34 feet; thence Northwesterly 1,095.55 feet along the arc of a 2,833.00 foot radius curve to the right (center bears North 14°27'53" East and the chord bears North 64°27'24" West 1,088.74 feet with a central angle of 22°09'25"); thence North 53°22'42" West 895.56 feet; thence South 36°37'18" West 946.68 feet; thence North 21°56'38" West 29.63 feet; thence North 11°38'14" West 457.04 feet; thence North 02°29'50" West 369.19 feet; thence North 11°16'48" West 268.52 feet; thence North 16°31'39" West 269.99 feet; thence North 20°55'36" West 184.93 feet; thence North 31°54'21" West 229.96 feet; thence North 50°15'57" West 158.95 feet; thence North 50°14'34" West 266.00 feet; thence North 89°44'49" East 1,117.41 feet to a point on the Southwesterly Right-of-Way of said Denver & Rio Grande Western Railroad; thence Southeasterly 3,229.51 feet along the arc of a 4,347.28 foot radius curve to the left (center bears

North 49°21'37" East and the chord bears South 61°55'18" East 3,155.76 feet with a central angle of 42°33'50") along said Southwesterly Right-of-Way to the point of beginning.

Contains 6,074,813 square feet or 139.459 acres.

LESS AND EXCEPTING THEREFROM

Seminary Parcel

A parcel of land situate in the Southwest Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 00°01'06" West 910.95 feet along the section line and West 1,528.15 feet from the Center of said Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence Northwesterly 207.84 feet along the arc of a 2,803.00 foot radius curve to the right (center bears North 27°24'23" East and the chord bears North 60°28'10" West 207.79 feet with a central angle of 04°14'54"); thence Northwesterly 23.77 feet along the arc of a 15.00 foot radius curve to the right (center bears North 31°39'17" East and the chord bears North 12°56'22" West 21.36 feet with a central angle of 90°48'43"); thence North 32°27'59" East 82.15 feet; thence Northeasterly 9.07 feet along the arc of a 125.00 foot radius curve to the right (center bears South 57°32'01" East and the chord bears North 34°32'39" East 9.06 feet with a central angle of 04°09'19"); thence North 36°37'18" East 86.11 feet; thence Northeasterly 22.21 feet along the arc of a 15.00 foot radius curve to the right (center bears South 53°22'42" East and the chord bears North 79°02'02" East 20.23 feet with a central angle of 84°49'27"); thence Southeasterly 182.87 feet along the arc of a 2,597.00 foot radius curve to the left (center bears North 31°26'45" East and the chord bears South 60°34'17" East 182.83 feet with a central angle of 04°02'04"); thence South 27°12'09" West 205.92 feet to the point of beginning.

Contains 43,496 Square Feet or 0.999 Acres

ALSO LESS AND EXCEPTING THEREFROM

Ascend to Little Valley Parcel

A parcel of land all and part of two entire tracts described as Parcel 2 in that certain Special Warranty Deed, recorded as Entry No. 13698960 in Book 11195 at Page 6442 and also described as Parcel 2 in that certain Special Warranty Deed, recorded as Entry No. 13571525 in Book 11121 at Page 2647 in the Office of the Salt Lake

County Recorder. Said parcel of land being situated in the Southwest Quarter of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Westerly right-of-way line of 8400 West Street (SR-111), said point being South 00°01'06" West 1,275.16 feet along the section line and North 89°58'54" West 71.00 feet from the Center of Section 32, Township 1 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 00°01'06" West 654.19 feet along the Westerly right-of-way line of said 8400 West Street (SR-111); thence North 89°40'50" West 371.62 feet; thence North 00°19'22" East 96.50 feet; thence North 89°40'50" West 478.25 feet; thence North 25.35 feet; thence South 89°52'32" West 83.60 feet; thence Northwesterly 148.55 feet along the arc of a 175.00 foot radius curve to the left (center bears South 82°29'28" West and the chord bears North 31°49'39" West 144.13 feet with a central angle of 48°38'13"); thence Northwesterly 22.47 feet along the arc of a 15.00 foot radius curve to the right (center bears North 33°51'14" East and the chord bears North 13°14'06" West 20.43 feet with a central angle of 85°49'20"); thence Northeasterly 313.28 feet along the arc of a 1,180.00 foot radius curve to the left (center bears North 60°19'26" West and the chord bears North 22°04'14" East 312.36 feet with a central angle of 15°12'41"); thence North 14°27'52" East 150.19 feet; thence Northeasterly 23.15 feet along the arc of a 15.00 foot radius curve to the right (center bears South 75°32'08" East and the chord bears North 58°40'08" East 20.92 feet with a central angle of 88°24'31"); thence Southeasterly 450.96 feet along the arc of a 2,010.00 foot radius curve to the left (center bears North 12°52'23" East and the chord bears South 83°33'16" East 450.02 feet with a central angle of 12°51'18"); thence South 89°58'54" East 372.93 feet; thence Southeasterly 23.83 feet along the arc of a 27.50 foot radius curve to the right (center bears South 00°01'06" West and the chord bears South 65°09'26" East 23.09 feet with a central angle of 49°38'56") to the point of beginning.

Contains 572,955 Square Feet or 13.153 Acres