

WHEN RECORDED, RETURN TO:

D. R. Horton  
12351 S. Gateway Park Place  
Suite D-100  
Draper, Utah 84020  
Attn: Adam Loser  
Tax Parcel ID Nos. (See Exhibit A)

12935263  
2/15/2019 1:48:00 PM \$34.00  
Book - 10753 Pg - 3779-3784  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 6 P.

**ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS**

This *Assignment and Assumption of Declarant Rights* (“**Assignment**”) is made effective as of the 14 day of February, 2019 by Starline Development, L.L.C., a Utah limited liability company (“**Assignor**”) in favor of D.R. Horton, Inc., a Delaware corporation (“**Assignee**”).

Whereas, Assignor is the “Declarant” as that term is used in that certain *Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Millpoint P.U.D.* (“**Declaration**”), recorded in the Office of the Salt Lake County Recorder on March 13, 2017, as Entry No. 12494429 in Book No. 10537, Page No. 6342-6384.

Whereas, the Declaration encumbers certain property located in Salt Lake County known as the Millpoint P.U.D. (“**Property**”), and which is more particularly described on Exhibit A hereto.

Whereas, Assignor desires to transfer to Assignee all rights of Declarant under the Declaration now held by Assignor. Pursuant to Section 2.10 of the Declaration, Assignor may transfer or assign any right or any interest reserved or contained in the Declaration for the benefit of Declarant to any person, corporation, partnership, Association or other entity by written instrument executed by both Assignor/ Declarant and the transferee or assignee and recorded in the Office of the Salt Lake County Recorder, State of Utah. At the time of recordation, Assignee will have obtained fee ownership of the Property.

NOW THEREFORE, for good and valuable consideration acknowledged and received:

1. **Assignment.** Assignor does hereby assign, transfer, and convey to Assignee all right, title, and interest which Assignor holds as Declarant under the Declaration as of the date of this Assignment.

2. **Warranty.** Assignor represents and warrants to Assignee as follows: (a) that Assignor was the owner of the Property when the Declaration was recorded; (b) that Assignor had full power and authority to encumber the Property with the Declaration when it was executed and recorded; (c) that Assignor has full power and authority to execute this Assignment; and (d) that Assignor has not previously assigned, conveyed, or otherwise transferred any portion of the rights of Declarant under the Declaration.

3. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

4. **Governing Law.** This Assignment, and any claim, controversy or dispute arising under or related to this Assignment or the rights, duties and relationship of the Assignor and Assignee, shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any action enforce or interpret any provision of this Assignment, the prevailing party shall be entitled to an award of reasonable attorney fees.

WHEREFORE, Assignor and Assignee have executed this Assignment effective as of the date first written above.

**ASSIGNOR**

**STARLINE DEVELOPMENT, L.L.C.**  
**a Utah limited liability company**

By: 

Name: DOUGLAS NOLAN

Title: OWNER

**ASSIGNEE**

**D.R. HORTON, INC.**  
**a Delaware corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

4. **Governing Law.** This Assignment, and any claim, controversy or dispute arising under or related to this Assignment or the rights, duties and relationship of the Assignor and Assignee, shall be governed by and construed in accordance with the laws of the State of Utah. In the event of any action enforce or interpret any provision of this Assignment, the prevailing party shall be entitled to an award of reasonable attorney fees.

WHEREFORE, Assignor and Assignee have executed this Assignment effective as of the date first written above.

**ASSIGNOR**

**STARLINE DEVELOPMENT, L.L.C.**  
**a Utah limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNEE**

**D.R. HORTON, INC.**  
**a Delaware corporation**

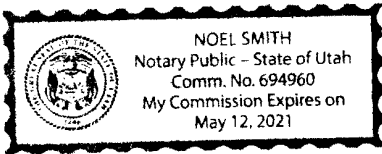
By: \_\_\_\_\_

Name: Jonathan S. Thornley

Title: Division CFO

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14 day of Feb., 2019,  
by Douglas Noland as Owner of Starline Development,  
L.L.C..



Noel Smith  
Notary Public

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_ as \_\_\_\_\_ of D.R. Horton, Inc., a  
Delaware corporation.

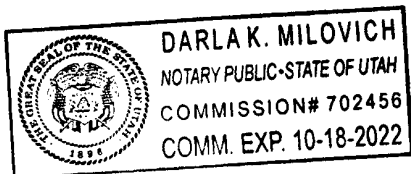
STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019,  
by \_\_\_\_\_ as \_\_\_\_\_ of Starline Development,  
L.L.C..

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14 day of February, 2019,  
by Jonathan S. Thornley as Division CFO of D.R. Horton, Inc., a  
Delaware corporation.



*[Handwritten Signature]*  
\_\_\_\_\_

**Exhibit A**

**(Legal Description and Tax Parcel ID Numbers)**

**14-28-303-089, 14-28-303-090, 14-28-303-091, 14-28-303-092,  
14-28-303-101, 14-28-303-100, 14-28-303-099, 14-28-303-098,  
14-28-303-106, 14-28-303-107, 14-28-303-094, 14-28-303-095,  
14-28-303-096, 14-28-303-113 and 14-28-303-112 (for reference purposes only)**

**PARCEL 1:**

Lots 1 through 4, inclusive, 6 through 9, inclusive, 14 through 18, inclusive, 20 and 21, MILLPOINT P.U.D., according to the official plat as recorded in the office of the Salt Lake County Recorder.

**PARCEL 1A:**

An undivided interest in and to the Common Area and Facilities as established and identified in the Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Millpoint P.U.D. and on the recorded Millpoint P.U.D. Plat and subject to the provisions set forth in said Declaration.