

4  
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)

13124339  
11/14/2019 03:57 PM \$98.00  
Book - 10860 Pg - 2123-2126  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
D.R. HORTON  
BY: STP, DEPUTY - WI 4 P.

**SECOND ASSIGNMENT AND ASSUMPTION OF DECLARANT RIGHTS**

This *Second Assignment and Assumption of Declarant Rights* (“**Assignment**”) is made effective as of the 13 day of November, 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 was 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 assigned all rights of the Declarant then held by Declarant under the Declaration pursuant to that certain Assignment and Assumption of Declarant Rights recorded in the Office of the Salt Lake County Recorder on February 15, 2019, as Entry No. 12935263 in Book No.10753, Page No. 3779 as to a portion of the Property covered by the Declaration (the “**First Assignment**”).

Whereas, Assignor now desires to transfer to Assignee all remaining 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, either separately or with one or more other such rights or interests, 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 shall have obtained fee ownership of a portion of the Property and shall have the right to purchase the remaining portion of the Property from Assignor pursuant to a Purchase and Sale Agreement.

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 as to a portion of the Property 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) and that Assignor has not previously assigned, conveyed, or otherwise transferred any portion of the rights of Declarant under the Declaration, except for the First Assignment.

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

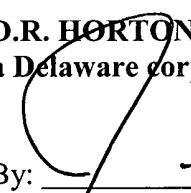
By: 

Name: DOUGLAS NOLAND

Title: OWNER

**ASSIGNEE**

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

By: 

Name: Jonathan S. Thornley

Title: Division CFO

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

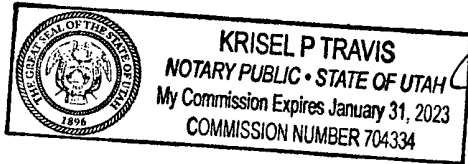
The foregoing instrument was acknowledged before me this 13 day of NOV., 2019,  
by Douglas Noland as Owner of Starline Development,  
L.L.C..



*Krisel P Travis*  
Notary Public

STATE OF UTAH )  
 ) ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13 day of Nov., 2019,  
by Jonathan S. Thornley as Division CFO of D.R. Horton, Inc., a  
Delaware corporation.



*Krisel P Travis*

Exhibit A

(Legal Description and Tax Parcel ID Numbers)

The Property referred to in the foregoing document as the MILLPOINT Property is located in Salt Lake County, Utah and is described more particularly as follows:

**Legal Description:**

A Boundary established by field survey as performed by Anderson Wahlen and Associates dated 28 September 2016 on file with the Salt Lake County Surveyors Office as file No. S2016-10-0762, lying within the Southwest Quarter of Section 28, Township 1 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at an existing Boundary Line fence corner on the South Line of 3100 South Street located 1008.27 feet North 89°56'50" East along the Quarter Section Line and 33.00 feet South 0°03'10" East from the West Quarter Corner of said Section 28; and running thence North 89°56'50" East 130.00 feet along said South Line; thence South 0°03'10" East 344.52 feet along an existing Boundary Line fence; thence South 72°13'00" East 207.80 feet along an existing Boundary Line fence; thence South 0°01'23" West 246.01 feet along an existing Boundary Line fence to the North Line of 3210 South Street; thence North 89°53'00" East 4.84 feet to the West Line of Vega Park Plat No. "B-3"; thence South 0°05'00" West 50.00 feet along said West Line to the South Line of 3210 South Street; thence South 89°53'00" West 4.79 feet along said South Line; thence South 0°01'23" West 56.05 feet along an existing Boundary Line fence; thence West 676.35 feet to and along the North Line of Mountain View Meadows PUD Subdivision Phase 1 and said North Line extended Westerly to the Southwest Corner of the underlying 2014 Warranty Deed recorded as Entry No. 11942593 in Book 10273 at Page 4376 of Official Records; thence North 330.00 feet along the Westerly Line of said Warranty Deed to the Northwestern Corner thereof; thence East 172.51 feet along the Northwest Line of said Warranty Deed; thence North 1°33'02" West 97.80 feet; thence North 3°00'29" West 89.07 feet; thence North 89°56'50" East 183.33 feet to an existing Boundary Line fence; thence North 0°03'10" West 243.05 feet along said fence line to the point of beginning.

Contains 323,463 sq. ft.  
or 7.426 acres  
50 Lots

- 14-28-303-070, 14-28-303-071, 14-28-303-072, 14-28-303-073, 14-28-303-074, 14-28-303-075,
- 14-28-303-076, 14-28-303-077, 14-28-303-078, 14-28-303-079, 14-28-303-080, 14-28-303-081,
- 14-28-303-082, 14-28-303-083, 14-28-303-084, 14-28-303-085, 14-28-303-086, 14-28-303-087,
- 14-28-303-088, 14-28-303-093, 14-28-303-097, 14-28-303-102, 14-28-303-103, 14-28-303-104,
- 14-28-303-105, 14-28-303-108, 14-28-303-109, 14-28-303-110, 14-28-303-111, 14-28-303-114,
- 14-28-303-115, 14-28-303-116, 14-28-303-117, 14-28-303-118, 14-28-303-119