

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment"), made this 12th day of September, 2018, **2D HOLDINGS, LLC**, an Iowa limited liability company hereinafter referred to as "Assignor"; and **J & J REAL ESTATE, LLC**, a Colorado limited liability company hereinafter referred to as "Assignee".

RECITALS:

A. Somerset Maple, LLC ("Declarant" or "Utility Company", as the case may be applicable) was the original declarant under a Declaration of Deferred Water and Sewer Facilities Charges (the "Declaration") recorded among the Land Records of Charles County, Maryland as follows:

Liber 06124, Folio 0404 December 13, 2006 Edelen Station

The Declaration establishes assessments against certain units located in Charles County, Maryland (the "Units") to compensate Somerset Maple Sewer and Water Facility, LLC ("SMSWF") for constructing water and sewer systems which serve or will serve the Units. The Units are further described in the Declaration.

B. By an Assignment of Declarant's Rights dated March 30, 2009, and recorded among the Land Records of Charles County, Maryland in Liber 0709, Folio 0140 on March 2, 2010, Declarant assigned, and SMSWF accepted and assumed from Declarant, all of the rights, reservations, interests, exemptions, privileges and powers of the Declarant under the Declaration (collectively, the "Declarant's Rights").

C. By an Assignment of Declarant's Rights dated October 4, 2010, and recorded among the Land Records of Charles County, Maryland in Liber 07283, Folio 0378 on October 15, 2010, SMSWF assigned and Assignor accepted and assumed from SMSWF, all of the Declarant's Rights under the Declaration.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of the Declarant's Rights under the Declaration.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid in hand by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee and Assignee assumes and accepts from Assignor the Declarant's Rights, including, without limitation, the right to collect and retain for its own account the Water and Sewer Charges as provided for under the Declaration, the right to enforce the Declaration against "Owners" (as defined in the Declaration), the right to assign further the Declarant's Rights in accordance with the Declaration, and all rights of the Assignee under the Declaration.

REC 20

SUR 40

ASSIGNMENT OF DECLARANT'S RIGHTS

THIS ASSIGNMENT OF DECLARANT'S RIGHTS (this "Assignment"), made this 12th day of September, 2018, **2D HOLDINGS, LLC**, an Iowa limited liability company hereinafter referred to as "Assignor"; and **J & J REAL ESTATE, LLC**, a Colorado limited liability company hereinafter referred to as "Assignee".

RECITALS:

A. Somerset Maple, LLC ("Declarant" or "Utility Company", as the case may be applicable) was the original declarant under a Declaration of Deferred Water and Sewer Facilities Charges (the "Declaration") recorded among the Land Records of Charles County, Maryland as follows:

Liber 06124, Folio 0404 December 13, 2006 Edelen Station

The Declaration establishes assessments against certain units located in Charles County, Maryland (the "Units") to compensate Somerset Maple Sewer and Water Facility, LLC ("SMSWF") for constructing water and sewer systems which serve or will serve the Units. The Units are further described in the Declaration.

B. By an Assignment of Declarant's Rights dated March 30, 2009, and recorded among the Land Records of Charles County, Maryland in Liber 0709, Folio 0140 on March 2, 2010, Declarant assigned, and SMSWF accepted and assumed from Declarant, all of the rights, reservations, interests, exemptions, privileges and powers of the Declarant under the Declaration (collectively, the "Declarant's Rights").

C. By an Assignment of Declarant's Rights dated October 4, 2010, and recorded among the Land Records of Charles County, Maryland in Liber 07283, Folio 0378 on October 15, 2010, SMSWF assigned and Assignor accepted and assumed from SMSWF, all of the Declarant's Rights under the Declaration.

D. Assignor desires to assign to Assignee, and Assignee desires to accept and assume from Assignor, all of the Declarant's Rights under the Declaration.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid in hand by Assignee to Assignor and for other good and valuable consideration, the receipt and sufficiency of which Assignor acknowledges, Assignor and Assignee agree as follows:

1. Assignor assigns and transfers to Assignee and Assignee assumes and accepts from Assignor the Declarant's Rights, including, without limitation, the right to collect and retain for its own account the Water and Sewer Charges as provided for under the Declaration, the right to enforce the Declaration against "Owners" (as defined in the Declaration), the right to assign further the Declarant's Rights in accordance with the Declaration, and all rights of the Assignee under the Declaration.

REC 20

STIR 20

2. Assignee shall not be responsible for and does not assume any warranties, liabilities, or obligations which accrued or may accrue to Declarant under the Declaration or pursuant to law, including, but not limited to, any warranties, liabilities, or obligations concerning any improvements constructed or required to be constructed by Declarant.

3. At any time after the execution of this Assignment, Assignor, without expense to Assignee shall promptly execute and deliver any document and agreement and do all other acts which Assignee may reasonably request to confirm or better effectuate the assignment of Declarant's Rights contemplated by this Assignment.

4. This Assignment shall bind and inure to the benefit of Declarant, Assignor, Assignee, and their respective successors and assigns.

5. Until further notice by Assignee or its successors or assigns, the address of the Declarant for the purposes of the Declaration is as follows:

J & J Real Estate, LLC
6566 S Telluride Street
Aurora Co 80016
Tel: (720) 375-4820
Email: jcann@jandjre.com

6. Assignee designates J & J Real Estate, LLC as the Collection Agent pursuant to the Declaration with respect to the Water and Sewer Charges. Assignee may re-designate the position of Collection Agent by written notice to the Unit Owners.

7. The provisions of this Assignment are not intended to create, nor shall they in any way be interpreted to create, a joint venture, partnership, or other similar relationship between the parties.

8. The Recitals set forth in this Assignment are incorporated in and made a part of this Assignment.

9. All questions with respect to the construction of this Assignment shall be determined in accordance with the laws of the State of Maryland, excluding choice of laws principles.

10. Each provision of this Assignment is intended to be severable. If any term or provision of this Assignment shall be determined to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Assignment and shall not affect the validity of the remainder of this Assignment.

11. This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed as of the day and year first written above.

WITNESS:

ASSIGNEE:

J & J REAL ESTATE, LLC, a Colorado limited liability company

[Handwritten Signature]

By: *[Handwritten Signature]* [SEAL]

Name: Durden Corporate Management, Inc.

Its: Manager

By: Nathan Cann

Title: President

* * *

STATE OF COLORADO

*

* to wit:

COUNTY OF ARAPAHOE

*

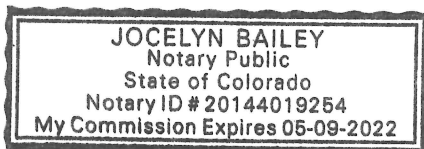
I HEREBY CERTIFY that on this 28th day of September, 2018, before me, a Notary Public in and for the State/Commonwealth and County aforesaid, personally appeared Nathan Cann, known to me (or satisfactorily proven) to be the President of Durden Corporate Management, Inc., Manager of **J & J REAL ESTATE, LLC**, a Colorado limited liability company (the "Company"), and that such person, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Handwritten Signature]
Notary Public

My commission expires: May 9, 2022

[NOTARIAL SEAL]




IN WITNESS WHEREOF, the parties have signed, sealed and delivered these presents as their own free act and deed as of the day and year first written above.

WITNESS:

ASSIGNOR:

2D HOLDINGS, LLC, an Iowa limited liability company



Anna Ekalno

By:  _____ [SEAL]

Name: Douglas Moore

Title: Managing Member

* * *

STATE/Commonwealth OF

*

* to wit:

*

COUNTY OF

I HEREBY CERTIFY that on this 12th day of September, 2018, before me, a Notary Public in and for the State/Commonwealth and County aforesaid, personally appeared Douglas Moore, known to me (or satisfactorily proven) to be a Member of **2D HOLDINGS, LLC**, an Iowa limited liability company (the "Company"), and that such person, being authorized to do so, executed the foregoing and annexed instrument for the purposes therein contained by signing the name of the Company.

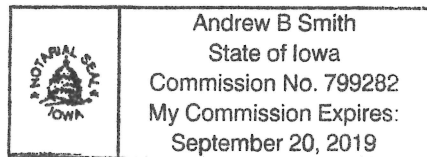
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My commission expires: 09/20/2019.

[NOTARIAL SEAL]



DOCUMENT VALIDATION

Sharon L. Hancock, Clerk
Circuit Court for Charles County
200 Charles Street
La Plata, MD. 20646
301-932-3202

LR - Assignment
Recording Fee 20.00
Name: 2D HOLDINGS LLC
Ref: MAIL
LR - Assignment
Surcharge 40.00
=====

SubTotal:	60.00
=====	
Total:	60.00

12/14/2018 02:40
CC00-C0
#11403724 CC0702 -
Charles
County/CC07.02.02 -
Register 02

Circuit Court for Charles County
200 Charles Street
P.O. Box 970
La Plata, MD 20646-0970

(301)932-3201

LR - Assignment Recording Fee
1x 20.00 20.00
Name: 2D HOLDINGS LLC
Ref: MAIL

LR - Assignment Surcharge
1x 40.00 40.00

SubTotal: 60.00
Total: 60.00

REV-Check-BOA
Number : 1626 60.00

12/14/2018 14:40 CC08-CG
#11403724/512/75
Clerk of the Court
SHARON L. HANCOCK