

When recorded, please return to:
Christopher F. Robinson
Manager
Saddleback Pastures, L.C.
P.O. Box 540478
North Salt Lake, UT 84054

Tooele County Tax Parcel Nos.: 05-016-0-0032, 05-019-0-0045, and 11-018-0-0008

**ASSIGNMENT AND ASSUMPTION
AGREEMENT
(Plat 10)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 11th day of October, 2018 (the "Effective Date"), between **SADDLEBACK PARTNERS, L.C.**, a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054 ("Assignor"), and **SADDLEBACK PASTURES, L.C.**, a Utah limited liability company, whose address is 925 West 100 North, Suite F, P.O. Box 540478, North Salt Lake, Utah, 84054 ("Assignee"). The Assignor and the Assignee are collectively referred to herein as the "Parties".

WITNESSETH:

WHEREAS, Assignor is the "Developer" under that certain *Development Agreement* by and between Assignor and Tooele County, a political subdivision of the State of Utah, dated July 5, 1998 (the "1998 Agreement"), and recorded August 13, 1999, as Entry No. 135787 in Book 583, beginning at Page 254 in the Tooele County Recorder's Office (the "Recorder's Office"); as amended by that *First Amendment to Development Agreement* dated December 8, 1998 and recorded August 13, 1999, as Entry No. 135788 in Book 583, beginning at Page 390 in the Recorder's Office (the "First Amendment"); as amended by that certain *Development Agreement Property Release* dated August 30, 2001 and recorded September 11, 2001, as Entry No. 168923 in Book 703, beginning at Page 60 in the Recorder's Office (the "Release"); as amended by that certain *Second Amendment to Development Agreement* dated September 25, 2018, and recorded September 26, 2018, as Entry No. 474730 in the Recorder's Office (the "Second Amendment") and collectively with the 1998 Agreement, the First Amendment and the Release and as may be amended from time to time in the future, the "Development Agreement").

WHEREAS, the Development Agreement provides for the development of the certain lands in Tooele County, State of Utah, as described in the Development Agreement or as may be added or expanded from time to time (collectively, the "Lands").

WHEREAS, as provided for in Section 7(a) of the 1998 Agreement, the Development Agreement vests the Assignor with overall gross density for residential

portions of the Lands of not less than one (1) permanent dwelling unit per gross acre of land to be zoned residential or to be used as open space (the "One Unit Per Acre Density Right").

WHEREAS, pursuant to Sections 2 and 3(b) of the Release, Assignor has "banked" certain open space (the "Banked Open Space") which was created by that certain *Green Ravine Conservation Easement* dated August 30, 2001, and recorded October 4, 2001, as Entry No. 170013 in Book 707 beginning at Page 798 in the Recorder's Office.

WHEREAS, Assignee is the owner of the real property described on Exhibit "A" attached hereto and by this reference is made a part hereof (the "Plat 10 Property"), which Plat 10 Property is a portion of the Lands and which Plat 10 Property Assignee intends to develop by filing for recordation with the Recorder's Office of a subdivision plat to be known as *Pastures At Saddleback P.U.D. Plat 10* (the "Plat 10").

WHEREAS, Plat 10 will create sixty (60) residential lots, thereby using sixty (60) residential density units.

WHEREAS, the residential portion of Plat 10 (i.e., excluding Parcels A and B) contains eighteen point seven two nine (18.729) acres, thereby earning 18.729 units of residential density using the One Unit Per Acre Density Right; provided, however, since Plat 10 contains 60 units of residential density (lots), the Assignee needs an additional forty-one point two seven one (41.271) units of residential density from Assignor's Banked Open Space for Plat 10 (the "Plat 10 Density Transfer").

WHEREAS, pursuant to Section 9 of the 1998 Agreement, Assignor as Developer has the right to transfer its rights and obligations under the Development Agreement as to portions of the Lands to other developers.

WHEREAS, the Parties desire to enter into this Agreement in order to transfer Assignor's rights and obligations under the Development Agreement with respect to the Plat 10 Property to Assignee, including the Plat 10 Density Transfer, in order for Assignee to develop the Plat 10.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. The recitals and exhibits to this Agreement are hereby incorporated by this referenced.

2. The Assignor does hereby assign, transfer, and set over to the Assignee, all of Assignor's rights, title, interest, duties, and obligations under the Development Agreement with respect to the Plat 10 Property in order for Assignee to develop the Subdivision upon the Property, including the right to use the residential density units attached to forty-one point two seven one (41.271) acres of Banked Open Space (based upon the One Density Per Acre Right) in order to satisfy the Plat 10 Density Transfer, which also satisfies the requirement of Section 4(a) of the 1998 Agreement to set aside at least fifty percent (50%) of property as open space; and Assignee hereby accepts and assumes all of the rights and obligations of Assignor with respect to the same.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties caused this Agreement to be executed as of the Effective Date.

Assignor:

SADDLEBACK PARTNERS, L.C., a Utah limited liability company

By: Christopher F. Robinson, Mgr
Christopher F. Robinson, Manager

Assignee:

SADDLEBACK PASTURES, L.C., a Utah limited liability company

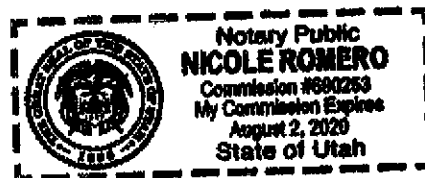
By: Christopher F. Robinson, Mgr
Christopher F. Robinson, Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)

On the 11 day of October, 2018, personally appeared before me Christopher F. Robinson, the Manager of Saddleback Partners, L.C., a Utah limited liability company, who being duly sworn, did say that the foregoing instrument was signed in behalf of said limited liability company and said Christopher F. Robinson acknowledged to me that said limited liability company executed the same.

Nicole Romero
Notary Public

STATE OF UTAH)
)
) :ss.
COUNTY OF Salt Lake)



On the 11 day of October, 2018, personally appeared before me Christopher F. Robinson, the Manager of Saddleback Partners, L.C., a Utah limited liability company, who being duly sworn, did say that the foregoing instrument was signed in behalf of said limited liability company and said Christopher F. Robinson acknowledged to me that said limited liability company executed the same.

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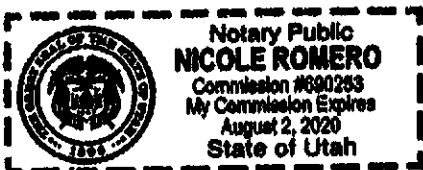


EXHIBIT "A"**LEGAL DESCRIPTION FOR PLAT 10 PROPERTY**

The following parcel located in Tooele County, State of Utah:

Beginning at the Northeast Corner of Lot 5, Davis Subdivision No. 2 as recorded in the office of the Tooele County Recorder as Entry No. 074312, said point lies South 00°18'20" West along the section line 6.50 feet and South 89°56'38" West 162.50 feet and North 00°44'00" East 290.43 feet from the 1983 Tooele County Dependent Resurvey Monument representing the East Quarter Corner of Section 2, Township 2 South, Range 4 West, Salt Lake Base and Meridian, and running along the south line of Lot 6, said Subdivision the following six (6) courses and distances: 1) South 89°56'38" West 155.42 feet, 2) North 00°03'22" West 43.10 feet, 3) South 89°56'38" West 532.97 feet to the northwest corner of Lot 1 of said Subdivision, 4) South 00°03'22" East along the west line of Lot 1 43.10 feet, 5) South 89°56'38" West 300.00 feet, and 6) South 00°03'22" East 283.90 feet to the north line of Shepard Lane; thence South 89°56'38" West along said line 60.00 feet; thence North 00°03'22" West 283.90 feet; thence northeasterly along the arc of a 151.99 foot radius tangent curve to the right, through a central angle of 40°31'33" a distance of 107.50 feet (chord bearing N 20°12'24" E, chord distance 105.28"); thence North 02°53'00" East 493.25 feet (491.96' Davis Subdivision No. 2); thence North 89°00'40" West 349.85 feet to the east line of Mountain View Road; thence North 00°25'35" East along said line 66.51 feet to the southwest corner of Koffel Subdivision as recorded in said office; thence South 89°00'40" East along the south boundary of said Subdivision 328.03 feet to the southeast corner of said Subdivision; thence North 04°43'28" East along the east boundary of said subdivision 511.22 feet; thence North 89°18'00" East 114.00 feet; thence South 89°21'00" East 1019.05 feet to the section line and the west boundary line of Pastures at Saddleback P.U.D. Plat 5 as recorded in said office as Entry No. 459898; thence South 00°18'28" West along said section line and said west boundary line 338.90 feet; thence along the southwest boundary line of said Plat 5 the following three (3) courses and distances: 1) South 31°29'00" East 203.96 feet, 2) South 42°50'27" East 515.00 feet and 3) South 00°31'15" West 75.30 feet to the north line of Ally Acres Minor Subdivision as recorded in said office as Entry No. 318694; thence along the boundary of said Ally Acres Minor Subdivision the following four (4) courses and distances: 1) North 89°28'45" West 461.89 feet, 2) South 00°32'50" West 15.51 feet, 3) North 89°41'35" West 5.39 feet and 4) South 00°57'10" West 172.94 feet [Record 173.34 feet] to the extension of the north line of that certain parcel conveyed by Quit Claim Deed recorded in said office as Entry No. 80911; thence South 89°56'38" West along said line and the extension thereof 150.38 feet [Record 150.00 feet] to the northwest corner of said parcel; thence along the west line of said parcel South 00°46'46" West 6.50 feet to the point of beginning.

Containing 1,514,556 Square Feet or 34.769 Acres, 60 Lots, 2 Parcels, and 4 streets.

Tooele County Tax Parcel Nos. 05-016-0-0032, 05-019-0-0045, and 11-018-0-0008