WHEN RECORDED, MAIL TO:

WF 2. utah, LLC clo DAI Partners 1099 West South Jordan Pkwy South Jordan, UT 84095 ENT 92600: 2017 PG 1 of 9

Jeffery Smith

Utah County Recorder
2017 Sep 20 04:52 PM FEE 36.00 BY CS
RECORDED FOR United West Title
ELECTRONICALLY RECORDED

ASSIGNMENT OF ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SPRINGS MASTER PLANNED COMMUNITY

THIS ASSIGNMENT OF ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SPRINGS MASTER PLANNED COMMUNITY (this "Assignment") is made as of the ______ day of September, 2017, by and between WESTERN STATES VENTURES, LLC, a Utah limited liability company ("Assignor"), and WF 2 Utah, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. In connection with its conveyance of the real property legally described in <u>Exhibit A</u> attached hereto (the "Real Property") to Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to that certain Annexation and Master Development Agreement for the Springs Master Planned Community, dated April 21, 2015 (the "Agreement"), by and between Assignor and the City of Saratoga Springs, a political subdivision of the State of Utah (the "City").

Assignment

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

- 1. <u>Assignment and Assumption</u>. Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Agreement. Assignee hereby assumes all liability and agrees to be bound by and perform all terms and obligations of Assignor under the Agreement.
- 2. <u>Indemnity by Assignor.</u> Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignee as a result of or in connection with any liabilities or obligations under the Agreement relating to periods prior to the date hereof.

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- 3. <u>Indemnity by Assignee</u>. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignor as a result of or in connection with any liabilities or obligations under the Agreement relating to periods from and after the date hereof.
- 4. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 5. <u>Counterparts</u>. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

[Signature Pages to Follow]

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

WESTERN STATES VENTURES, LLC, a Utah limited liability company

Name: Nathan Brockbank

Its: manual

ASSIGNEE:

WF 2 Utah, LLC a Delaware limited liability company
BY DAL SPRINGS, LLC B MANAGING MEMBER

Name E

e Bryan J. Flamm

Its: Mana

CONSENT BY CITY

City hereby consents to and approves the execution and delivery of the above Assignment. This consent shall not be deemed to extend to any further assignment.

CITY OF SARATOGA SPRINGS

By: Mark Christensen

Its: City Manager

Attest:

)

City Recorder

STATE OF Utak

: ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12 day of September, 2017, by Nathan Brockbank, the manager of WESTERN STATES VENTURES, LLC, a Utah limited liability company.



Jennifer Young
Notary Public
State of Utah
My Commission Expires Feb. 2, 2020
#687224

NOTARY PUBLIC

Jemisen Young

My commission expires:

Feb 20, 2020

STATE OF <u>Utak</u>): ss.
COUNTY OF <u>Salt Lake</u>)

The foregoing instrument was acknowledged before me this 12 day of September, 2017, by Bryan Flamm, the Manager of WF 2 Utah, LLC, a Delaware limited liability company.

NOTARY PUBLIC

My commission expires:

11-16-2019

DIANE G KUNZ

NOTARY PUBLIC-STATE OF UTAH

COMMISSION# 686195

COMM. EXP. 11-16-2019

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STATE OF	Utah)
: ss. COUNTY OF	Utah)	

The foregoing instrument was acknowledged before me this <u>13</u> day of September, 2017, by Mark Christensen, the City Manager of the City of Saratoga Springs, Utah.

NOTARY PUBLIC

LUCINDA JEAN LOPICCOLO

NOTARY PUBLIC STATE OF UTAH

COMMISSION# 688846

COMM. EXP. 04-12-2020

My commission expires:

04-12-2020

ENT **92600:2017** PG 6 of 9

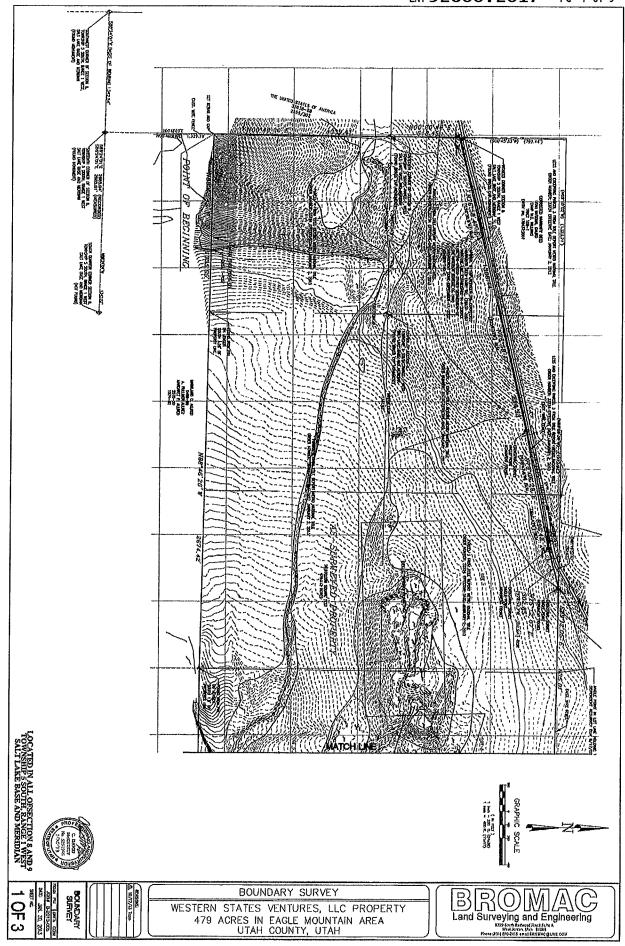
EXHIBIT A

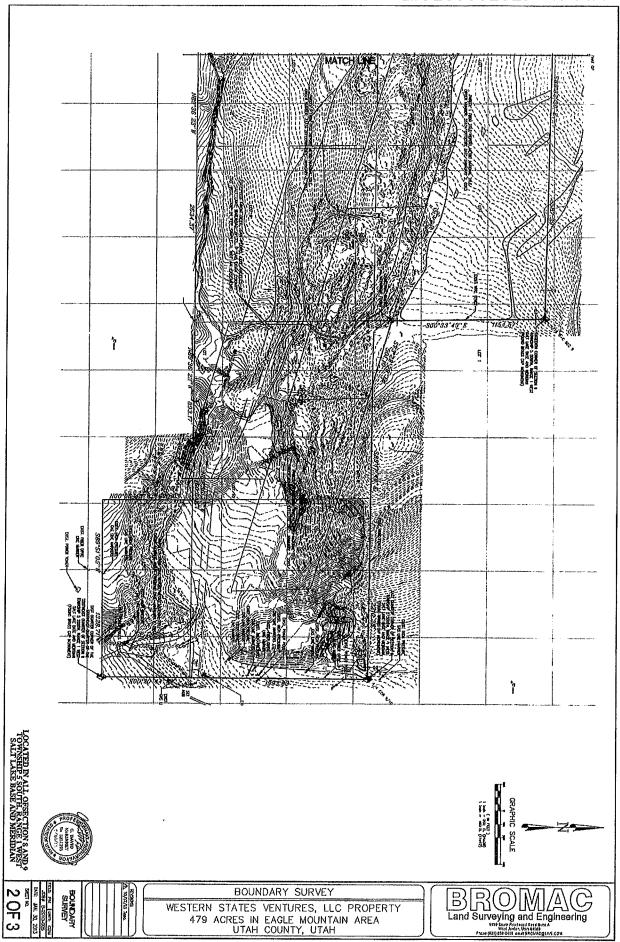
Land situated in Utah County, State of Utah, and more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 88°24'01" EAST 1342.54 FEET AND NORTH 00°48'03" EAST 1339.79 FEET FROM A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°48'00" EAST ALONG THE SIXTEENTH LINE 1,339.41 FEET TO A FOUND BRASS CAP MONUMENT: THENCE NORTH 00°20'46" EAST ALONG THE SIXTEEN LINE 518.45 FEET TO A FOUND BRASS CAP MONUMENT: THENCE NORTH 76°58'47" EAST 1,368.44 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 890.93 FEET; THENCE NORTH 79°06'29" EAST 896.48 FEET; THENCE NORTH 75°12'07" EAST 302.85 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 89°12'05" EAST ALONG THE SIXTEENTH LINE 635.01 FEET; THENCE SOUTH 88°32'30" EAST ALONG THE SIXTEENTH LINE 2,587.39 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 00°33'49" EAST ALONG A OUARTER SECTION LINE 1,154.57 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 73°22'29" EAST 501.10 FEET TO A QUARTER SECTION LINE; THENCE SOUTH 89°17'49" EAST ALONG THE QUARTER SECTION LINE 2,210.38 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 00°20'44" WEST ALONG A SECTION LINE 1,993.83 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 89°51'05" WEST 1,328.71 FEET TO A SIXTEENTH LINE; THENCE NORTH 00°06'43" WEST ALONG A SIXTEENTH LINE 670,03 FEET TO A SIXTEENTH LINE; THENCE NORTH 89°36'23" WEST ALONG THE SIXTEENTH LINE 160.04 FEET; THENCE SOUTH 00°17'59" WEST 81.92 FEET; THENCE NORTH 73°21'01" WEST 292.64 FEET TO A SIXTEENTH LINE; THENCE NORTH 89°36'23" WEST ALONG A SIXTEENTH LINE 893.17 FEET; THENCE CONTINUE WESTERLY ALONG SAID LINE, A DISTANCE OF 2,634.37 FEET; THENCE NORTH 88°46'20" WEST ALONG THE SIXTEENTH LINE 2,674.42 FEET; THENCE NORTH 88°45'43" WEST ALONG THE SIXTEENTH LINE 1,335.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,870,098 SQUARE FEET OR 479.112 ACRES, MORE OR LESS.

See attached map





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SURVEYORS CERTIFICATE L C. DAND HARWARY EXTRYY THAT I AM A PROFESSIONAL LAND SURVIVER AS PRICEOTRED DUDGE HE LANS OF THE STATE OF WINNA AND THAT I HOLD LICEOUS HE, EXCUSED A FURTHER CETTER THAT A BENDANT SURVEY HAS MADE OF HE REPORTY DECEMBED BELOW, AND THE REPORTY DECEMBED BELOW, AND THE REPORTS OF THAT SURVEY AND AS SHOWN HEREON.

DEED DESCRIPTIONS FOR TITLE REPORT THE REPORTS ACTION NATIONAL TITLE OFFICE NAMEDICATIONAL OFFICENCE DATE

JAMUARY 2, 2013

DEED DESCRIPTIONS FOR TITLE REPORT (CONTINUED)

LOCATED THE SECTIONS 8 AND 9
TOWNSHIP 5 SOUTH, RANGE I WEST
SALT LAKE BASE AND MERIDIAN

TOP PU DOTT COM 3 OF

BOUNDARY SURVEY

WESTERN STATES VENTURES, LLC PROPERTY 479 ACRES IN EAGLE MOUNTAIN AREA UTAH COUNTY, UTAH



BOUNDARY SURVEY