

WHEN RECORDED, RETURN TO:

Solameer Townhomes, L.L.C
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attn: Adam Pritchard, Esq.
CT-87092-AF

12446047
12/30/2016 4:27:00 PM \$169.00
Book - 10517 Pg - 961-972
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 12 P.

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Solameer Townhomes Declaration)

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Assignment**”), is made as of December 21, 2016 (the “**Effective Date**”), by and between SOLAMEER TOWNHOMES, L.L.C., a Utah limited liability company (“**Assignor**”), and SOLAMEER DEVELOPMENT INC., a Utah corporation (“**Assignee**”) (Assignor and Assignee are sometimes referred herein, collectively, as the “**Parties**”). All initially capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed to them in the Solameer Townhomes Declaration (as such term is defined below).

RECITALS:

A. Assignor, as original “**Declarant**” thereunder, made and entered into that certain Declaration of Covenants, Conditions, and Restrictions, and Reservation of Easements, and Bylaws for Solameer Townhomes, a part of the Planned Solameer Properties Development, which was recorded in the Salt Lake County Recorder’s office on February 28, 2014, as Entry No. 11811782, in Book 10214, at Pages 5477-5558, as subsequently supplemented and/or amended from time to time (collectively, the “**Solameer Townhomes Declaration**”), which governs that certain real property more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Townhomes Property**”).

B. The Parties desire to enter into this Assignment to, among other things, assign Assignor’s rights and interest in the Solameer Townhomes Declaration to Assignee and to evidence Assignee’s assumption of Assignor’s right, obligations, and liabilities under the Solameer Townhomes Declaration.

ASSIGNMENT:

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

1. **Assignment.** Assignor hereby assigns, conveys, transfers, and sets over all of Assignor’s right, title, claim and interest in and to the Solameer Townhomes Declaration, to Assignee. From and after the recordation of this Assignment, Assignee shall be deemed to be the successor “**Declarant**” under the Solameer Townhomes Declaration and all of the rights, powers,

privileges, obligations and liabilities of "Declarant" thereunder, including, without limitation, all enforcement rights, shall enure to the benefit of Assignee. Assignor represents that the Solameer Townhomes Declaration is in full force and effect and that Assignor's rights thereunder have not previously been assigned by Assignor.

2. Assumption. Assignee hereby acknowledges and agrees to all of the terms of the Solameer Townhomes Declaration and accepts the foregoing assignment and assumes and agrees to perform all obligations of "Declarant" under the Solameer Townhomes Declaration, in accordance with the terms thereof.

3. Indemnity. Assignee hereby indemnifies and holds harmless Assignor from and against any and all liabilities, costs, damages and expenses (including, without limitation, attorneys' fees, costs and disbursements and costs incurred in connection with the enforcement of the foregoing indemnification obligation) arising out of the Solameer Townhomes Declaration and Assignee's actions thereunder from and after the Effective Date.

4. Miscellaneous. This Assignment: (i) may be executed in multiple counterparts each of which shall be deemed an original, all of which together shall constitute one and the same instrument; (ii) may not be modified or amended except by written instrument executed by the Parties; (iii) contains the entire agreement between the Parties and is entered into after full investigation, with neither Party relying upon any statement or representation made by another not contained in this Assignment; and (iv) shall apply to and bind the successors and assigns of Assignee and Assignor. If any term or provision of this Assignment shall, to any extent, be determined to be invalid or unenforceable, the remainder of this Assignment shall not be affected and each term or provision of this Assignment shall be valid and enforceable to the fullest extent permitted by applicable law.

[Signatures on Following Pages]

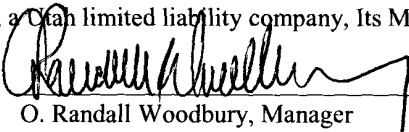
SOLAMEER TOWNHOMES L.L.C., a Utah limited liability company

By: GSW PROPERTIES L.L.C., a Utah limited liability company, Its Manager

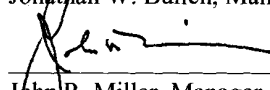
By: WOODBURY STRATEGIC PARTNERS FUND, L.P.,
a Delaware limited partnership,

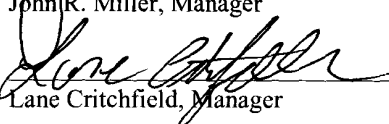
By: WSP TRUFFLES L.L.C., a Delaware limited liability company,
Its General Partner

By: WOODBURY STRATEGIC PARTNERS MANAGEMENT
L.L.C., a Utah limited liability company, Its Manager

By: 
O. Randall Woodbury, Manager

By: 
Jonathan W. Bullen, Manager

By: 
John R. Miller, Manager

By: 
Lane Critchfield, Manager

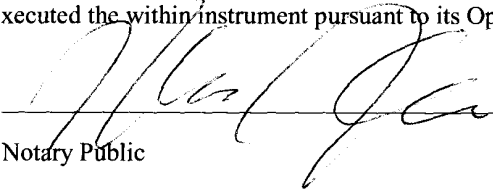
[End of Signature Pages]

[Acknowledgements Begin on Following Page]

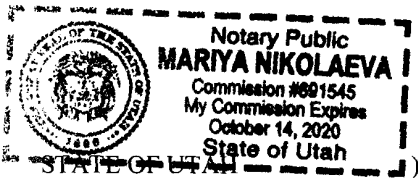
ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 28 day of December, 2016, before me personally appeared O. Randall Woodbury, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

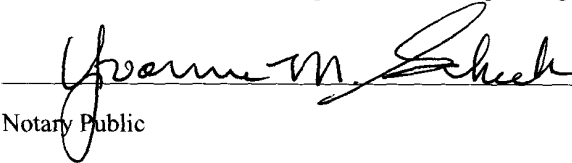


Notary Public



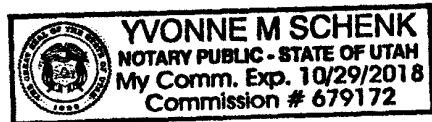
: ss.
COUNTY OF SALT LAKE)

On the 29th day of December, 2016, before me personally appeared Jonathan Bullen, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)





On the 29th day of December, 2016, before me personally appeared John R. Miller, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

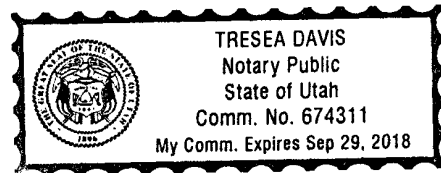
Tresea Davis

Notary Public

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)



On the 29th day of December, 2016, before me personally appeared Lane Critchfield, to me personally known, who being by me duly sworn did say that he is a Manager of Woodbury Strategic Partners Management L.L.C., a Utah limited liability company, known to be the Manager of WSP Truffles L.L.C., a Delaware limited liability company, known to be the general Partners of Woodbury Strategic Partners Fund, L.P. a Delaware limited partnership, Manager of GSW Properties L.L.C., a Utah limited liability company, Manager of SOLAMEER TOWNHOMES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.

Tresea Davis

Notary Public

[End of Acknowledgement]

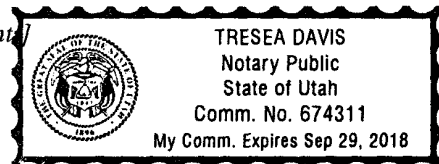


EXHIBIT "A"



LEGAL DESCRIPTION OF SOLAMEER TOWNHOMES

PARCEL A OF HERRIMAN TOWNES PHASE 1 OR MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 551.12 FEET AND FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 594.92 FEET; THENCE NORTH 00°24'13" EAST, A DISTANCE OF 319.05 FEET; THENCE NORTH 89°22'06" EAST, A DISTANCE OF 143.20 FEET; THENCE ALONG AN ARC 494.69 FEET TO THE LEFT, HAVING A RADIUS OF 795.00 FEET, THE CHORD OF WHICH IS NORTH 71°32'32" EAST, FOR A DISTANCE OF 486.74 FEET; THENCE ALONG AN NON-TANGENT ARC 15.89 FEET TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THE CHORD OF WHICH IS SOUTH 54°13'34" EAST, FOR A DISTANCE OF 15.63 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 11.19 FEET TO THE RIGHT, HAVING A RADIUS OF 382.50 FEET, THE CHORD OF WHICH IS SOUTH 35°10'40" EAST, FOR A DISTANCE OF 11.19 FEET; THENCE SOUTH 34°20'23" EAST, A DISTANCE OF 76.01 FEET; THENCE ALONG AN ARC 9.13 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 08°10'29" EAST, FOR A DISTANCE OF 8.82 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 11.35 FEET TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS SOUTH 08°42'00" WEST, FOR A DISTANCE OF 11.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 27°32'05" WEST, FOR A DISTANCE OF 9.43 FEET; THENCE SOUTH 34°20'23" EAST, A DISTANCE OF 30.00 FEET; THENCE ALONG AN NON-TANGENT ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS NORTH 83°47'09" EAST, FOR A DISTANCE OF 9.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 7.64 FEET TO THE LEFT, HAVING A RADIUS OF 35.00 FEET, THE CHORD OF WHICH IS SOUTH 74°20'23" EAST, FOR A DISTANCE OF 7.62 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 9.82 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 52°27'55" EAST, FOR A DISTANCE OF 9.43 FEET; THENCE SOUTH 24°20'23" EAST A DISTANCE OF 2.20 FEET; THENCE ALONG AN ARC 29.62 FEET TO THE RIGHT, HAVING A RADIUS OF 85.00 FEET, THE CHORD OF WHICH IS SOUTH 14°21'18" EAST FOR A DISTANCE OF 29.48 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG AN ARC 14.78 FEET TO THE RIGHT, HAVING A RADIUS OF 10.00 FEET, THE CHORD OF WHICH IS SOUTH 37°58'37" WEST, FOR A DISTANCE OF 13.47 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG AN ARC 26.90 FEET TO THE LEFT, HAVING A RADIUS OF 62.50 FEET, THE CHORD OF WHICH IS SOUTH 67°59'33" WEST FOR A DISTANCE OF 26.70 FEET; THENCE SOUTH 55°39'37" WEST, A DISTANCE OF 102.86 FEET; THENCE SOUTH 00°11'38" WEST, A DISTANCE OF 228.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 229,602 SQ. FT. OR 5.271 ACRES, MORE OR LESS.

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The Land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

COMMENCING AT A POINT WHICH LIES NORTH 00°20'50" EAST ALONG THE QUARTER SECTION LINE, A DISTANCE OF 53.00 FEET AND NORTH 89°35'47" WEST, A DISTANCE OF 13.21 FEET AND FROM THE SOUTH QUARTER CORNER OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT LIES ON THE NORTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET; AND TRAVERSING THENCE NORTH 89°35'47" WEST, A DISTANCE OF 1,132.83 FEET ALONG SAID NORTHERLY RIGHT OF WAY LINE; THENCE NORTH 00°24'13" EAST, A DISTANCE OF 319.05 FEET; THENCE NORTH 89°22'06" EAST, A DISTANCE OF 143.20 FEET TO A POINT ON A 795.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 691.64 FEET, THE CHORD OF WHICH IS NORTH 64°26'42" EAST FOR A DISTANCE OF 670.03 FEET, THENCE NORTH 39°31'18" EAST A DISTANCE OF 13.60 FEET TO A POINT WHICH LIES ON THE SOUTHERLY RIGHT OF WAY LINE OF HERRIMAN ROSE BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES: (1) ALONG A 15.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 21.79 FEET, THE CHORD OF WHICH IS NORTH 81°07'49" EAST FOR A DISTANCE OF 19.92 FEET TO A POINT OF REVERSE CURVATURE, (2) ALONG A 366.00 FOOT CURVE TO THE LEFT, A DISTANCE OF 207.89 FEET, THE CHORD OF WHICH IS SOUTH 73°32'01" EAST, FOR A DISTANCE OF 205.11 FEET, (3) SOUTH 89°48'22" EAST, A DISTANCE OF 159.86 FEET, (4) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.42 FEET, THE CHORD OF WHICH IS SOUTH 44°48'22" EAST FOR A DISTANCE OF 28.28 FEET TO A POINT WHICH LIES ON THE WESTERLY RIGHT OF WAY LINE OF 5195 WEST STREET; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE REMAINING COURSES: (1) SOUTH 00°11'38" WEST, A DISTANCE OF 532.52 FEET, (2) ALONG A 20.00 FOOT RADIUS CURVE TO THE RIGHT, A DISTANCE OF 31.49 FEET, THE CHORD OF WHICH IS SOUTH 45°17'56" WEST, FOR A DISTANCE OF 28.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 531,945 SQ. FT. OR 12.211 ACRES, MORE OR LESS.

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1003	26-36-376-012		
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