

After Recording Mail To:

Wade Budge
SNELL & WILMER L.L.P.
Gateway Tower West
15 West South Temple, Suite 1200
Salt Lake City, Utah 84101

#143485-84M
#10-043-0028

Affecting a Portion of APN: 10-043-0028

**PARTIAL ASSIGNMENT AND ASSUMPTION
OF AGREEMENT FOR DEVELOPMENT OF LAND**

This **PARTIAL ASSIGNMENT AND ASSUMPTION OF AGREEMENT FOR DEVELOPMENT OF LAND** (this "Assignment") is entered into as of the 29 day of April, 2022 (the "Effective Date"), by and between **MAURICE R. BARNES & ELLEN N. BARNES FAMILY LIMITED PARTNERSHIP** ("Assignor"), whose address is 4042 South Splendor Way, Salt Lake City, Utah 84124, and **DISCOVERY DEVELOPMENT, LLC**, a Utah limited liability company ("Assignee"), whose address is 67 South Main Street, Suite 300, Layton, Utah 84041. Assignor and Assignee are referred to in this Assignment collectively as the "Parties".

RECITALS

A. Assignor and Assignee are parties to that certain Real Estate Purchase Contract, dated April 19, 2021 (as amended from time to time, the "REPC"), wherein Assignee will buy from Assignor, and Assignor will sell to Assignee, certain real property located in Layton City, Davis County, Utah, as more particularly described on **Exhibit A** attached hereto and incorporated herein (the "Property"). The Property is within the Subject Area (as defined in the ADL), also known as "Trailside West PRUD" (the "Project").

B. To facilitate the planned development of the Property and the Project, Assignor entered into that certain AGREEMENT FOR DEVELOPMENT OF LAND BETWEEN LAYTON CITY AND MAURICE R BARNES & ELLEN N BARNES FAMILY LIMITED PARTNERSHIP dated as of October 7, 2021, by and between Assignor, as owner, and **LAYTON CITY**, a municipal corporation ("City"), as city, and recorded on November 30, 2021 as Entry No. 3438799 in the Davis County Recorder's Office (together with any subsequent amendments or modifications, the "ADL"). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the ADL.

C. In connection with the conveyance of the Property by Assignor to Assignee, in accordance with the REPC, Assignor desires to further assign certain rights, privileges, and obligations under the ADL, to the extent they relate to the Property, to Assignee, and Assignee desires to accept such assignment and delegation, as more particularly set forth therein and herein.

D. Under the ADL, City's consent is needed for any assignment of the same to successors and assigns of Assignor.

NOW THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment of ADL. Pursuant to Section 7.1 of the ADL, Assignor (as "Owner" thereunder) hereby assigns and transfers to Assignee all of its rights, titles and interests in and to the ADL, with respect to the Property.

2. Delegation and Assumption. Assignor hereby delegates to Assignee all of its obligations under the ADL, to the extent such obligations relate specifically to the Property, and Assignee hereby accepts such delegation. Assignee hereby also assumes, agrees to be bound by, and agrees to perform all such obligations under the ADL as the same specifically related to the Property.

3. Retained Rights. Assignor retains all rights under the ADL with respect to all other areas within the Project, excluding the Property; provided, however, that Assignor shall not modify or alter the ADL in a manner which would materially interfere with Assignee's rights under the ADL or otherwise with respect to the Property or Project without Assignee's prior written consent.

4. Representations and Warranties. Assignor represents and warrants to Assignee that (i) the transfer of the Property by Assignor to Assignee is permitted under the ADL, (ii) the partial assignment of rights under the ADL described in this Assignment is permitted under the ADL or has been otherwise approved by City, and (iii) the ADL is in full force and effect and no breach or default exists under the ADL and no event has occurred and no condition exists, that after notice or lapse of time or both, would constitute a breach or default under the ADL.

5. Indemnification. Assignor shall indemnify, defend and hold harmless Assignee from and against all claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees) caused by the failure of Assignor to pay or perform in a timely manner any obligation required to be paid or performed by the Assignor prior to the date of this Assignment.

6. General Provisions. A modification of or amendment to any provision contained in this Assignment shall be effective only if the modification or amendment is in writing and signed by both Parties. This Assignment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Assignment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. If any phrase, clause, sentence, paragraph, section, article or other portion of this Assignment is held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Assignment will not be affected thereby and will remain in full force and effect to the fullest extent permissible by law. This Assignment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

[Signature Page Follows]

The Parties have executed this Assignment as of the Effective Date.

ASSIGNOR:

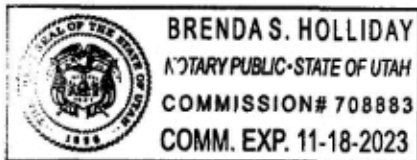
**Maurice R. Barnes & Ellen N. Barnes
Family Limited Partnership**

By: [Signature]
Name: David Barnes
Title: General Partner

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

On this 29th day of April, 2022, before me Brenda S. Holliday, a notary public, personally appeared **DAVID BARNES**, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)



[Signature]
NOTARY SIGNATURE

ASSIGNEE:

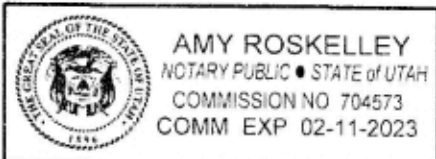
Discovery Development, LLC
a Utah limited liability company

By: [Signature]
Name: Scott Lalli
Title: President

STATE OF UTAH)
)
 : ss.
COUNTY OF Weber)

On this 27th day of April, 2022, before me Amy Roskelley, a notary public, personally appeared Scott Lalli, proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)



[Signature]
NOTARY SIGNATURE

ACKNOWLEDGMENT AND CONSENT BY LAYTON CITY

City hereby acknowledges, agrees, and otherwise consents to (a) the conveyance of the Property to Assignee in accordance with the REPC, and (b) the foregoing Assignment and the assignment and transfer to Assignee of all Assignor's right, title and interest in and to the ADL as to the Property in accordance with Section 7.1 of the ADL. City hereby certifies to Assignee and agrees that:

1. The ADL is in full force and effect and no breach or default exists under the ADL and no event has occurred and no condition exists, that after notice or lapse of time or both, would constitute a breach or default under the ADL.
2. No change, amendment or modification shall be made to the ADL without the prior written approval of Assignee and City.
3. City will notify Assignee in writing in the event of any breach or default under the ADL.

CITY:

Layton City,
a municipal corporation of the State of Utah



By: Joy Petro
Name: Joy Petro
Title: Mayor

ATTEST:

Kimberly Read
City Recorder

Approved as to Form:

[Signature]
City Attorney

EXHIBIT A

Legal Description of the Property

A parcel of land, situate in the Southwest quarter of Section 18, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said parcel also located in Layton City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point which is South 89°50'40" West 289.37 feet along the section line (NAD83 Bearing being North 89°48'38" West between the South quarter corner and the Southwest corner of said Section 18 per the Davis County Township Reference Plat) from the South quarter corner of Section 18 and running thence South 89°50'40" West 162.70 feet; thence North 34°42'00" West 867.30 feet; thence North 40°20'38" West 122.02 feet; thence North 34°42'00" West 1362.86 feet; thence North 25°20'23" West 201.54 feet; thence North 34°32'22" West 636.60 feet to the East-West quarter section line; thence North 89°44'10" East 70.12 feet along said quarter section line; thence Southeasterly 47.17 feet along the arc of a 70.50-foot radius curve to the left (center bears North 79°37'25" East and the long chord bears South 29°32'43" East 46.30 feet with a central angle of 38°20'17"); thence Southeasterly 43.33 feet along the arc of a 229.00-foot radius curve to the right (center bears South 44°37'10" West and the long chord bears South 39°57'35" East 43.27 feet with a central angle of 10°50'29"); thence South 34°32'21" East 366.15 feet; thence 29.59 feet along the arc of a 171.00-foot radius tangent curve to the left (center bears North 55°27'39" East and the long chord bears South 39°29'47" East 29.55 feet with a central angle of 09°54'52"); thence 23.86 feet along the arc of a 15.00-foot radius curve to the left (center bears North 45°32'47" East and the long chord bears North 89°58'42" East 21.42 feet with a central angle of 91°08'09"); thence North 44°24'38" East 113.57 feet; thence 10.14 feet along the arc of a 15.00-foot radius tangent curve to the left (center bears North 45°35'22" West and the long chord bears North 25°02'42" East 9.95 feet with a central angle of 38°43'51"); thence 23.26 feet along the arc of a 55.00-foot radius curve to the right (center bears South 84°19'13" East and the long chord bears North 17°47'45" East 23.09 feet with a central angle of 24°13'55"); thence North 45°43'18" West 90.07 feet; thence North 44°24'38" East 21.34 feet; thence North 34°32'22" West 216.61 feet; thence North 00°15'49" West 30.17 feet to the East-West quarter section line; thence North 89°44'10" East 217.12 feet along said quarter section line to a point on the railroad right-of-way, thence along said railroad right-of-way the following two (2) courses and distances: (1) Southeasterly 596.21 feet along the arc of a 5779.60-foot radius non-tangent curve to the left (center bears North 46°24'31" East and the long chord bears South 46°32'45" East 595.75 feet with a central angle of 05°54'31") (2) South 49°31'00" East 772.64 feet, thence South 00°03'50" East 309.30 feet; thence South 55°18'04" West 106.39 feet; thence South 34°42'00" East 383.98 feet; thence Southeasterly 86.88 feet along the arc of a 279.00-foot radius tangent curve to the right (center bears South 55°18'00" West and the long chord bears South 25°46'46" East 86.53 feet with a central angle of 17°50'27"); thence South 16°51'33" East 100.51 feet; thence North 73°08'31" East 138.50 feet; thence South 16°51'33" East 50.50 feet; thence North 73°08'27" East 37.90 feet; thence North 89°56'10" East 51.74 feet; thence South 00°03'50" East 866.79 feet to the point of beginning.

Affecting a portion of Tax Parcel No. 10-043-0028.

TRAILSIDE WEST PRUD - PHASE 1
 LOCATED BY THE EASTWEST CORRIDOR
 TOWNSHIP 4 NORTH RANGE 1 WEST
 SALT LAKE COUNTY AND HERRIMAN
 LANTON CITY, SALT LAKE COUNTY, UTAH

