

Tax Parcel No: 05-050-0-0018
05-050-0-0033
03-007-0-0033 (now 01-401-0-0003),
03-007-0-0035 (now 01-401-0-0007)

File 2156975HM

ASSIGNMENT AND ASSUMPTION OF RECIPROCAL EASEMENT AGREEMENT

This Assignment and Assumption of Reciprocal Easement Agreement (this "Assignment and Assumption Agreement") is entered into as of this 29 day of ~~September~~^{November}, 2022 (the "Effective Date"), between RBW INVESTMENTS, LLC, a Utah limited liability company ("Transferor"), and SHOSHONE VILLAGE, LLC, a Utah limited liability company, as to an undivided 48% interest, and OQUIRRH POINT DEVELOPMENT, LLC, a Utah limited liability company, as to an undivided 52% interest ("Transferee").

Recitals

- A. On or about the Effective Date, Transferor transferred to Transferee that certain real property located in Erda, Utah and more particularly described in Exhibit A attached hereto (the "Property").
- B. The Property is subject to a Reciprocal Easement Agreement dated October 20, 2020, and recorded with the Tooele County Recorder on March 11, 2021, as Entry No. 537760 (the "REA").
- C. In connection with the purchase of the Property, Transferee agreed to assume all of Transferor's duties and obligations under the REA.

Agreement

Now, therefore, for good and valuable consideration (which includes, without limitation, the transfer of the Property to Transferee), the receipt and sufficiency of which are hereby acknowledged by Transferee and Transferor, Transferee and Transferor agree as follows:

- Assignment and Assumption of Obligations. As of the Effective Date, Transferor hereby assigns to Transferee all of Transferor's right, title, and interest in the REA and delegates to Transferee all of Transferor's duties and obligations thereunder. Transferee hereby accepts such assignment and hereby fully and unconditionally assumes all the duties and obligations of Transferor under the REA. Transferee agrees to be bound by and comply with all the terms of the REA.
- Attorney Fees. In the event that either party to this Assignment and Assumption Agreement institutes a suit, action, arbitration, or other legal proceeding of any nature whatsoever, relating to this Assignment and Assumption Agreement or to the rights or obligations of the parties with respect thereto, the prevailing party shall be entitled to recover from the losing party its reasonable attorney, paralegal, accountant, expert witness (whether or not called to testify at trial or other proceeding) and other professional fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, including but not limited to deposition transcript and court reporter costs, as determined by the judge or arbitrator at trial or other proceeding, and including such fees, costs and expenses

incurred in any appellate or review proceeding, or in collecting any judgment or award, or in enforcing any decree rendered with respect thereto, in addition to all other amounts provided for by law. This cost and attorney fees provision shall apply with respect to any litigation or other proceedings in bankruptcy court, including litigation or proceedings related to issues unique to bankruptcy law.

3. Counterparts. This Assignment and Assumption Agreement may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original, but all of which together shall constitute one and the same instrument.

4. Successors and Assigns. This Assignment and Assumption Agreement shall be binding on Transferee's successors in ownership of the Property; provided, however, that Transferee's sale or other transfer of ownership of the Property shall not release Transferee from its obligations under Sections 1 and 2 above.

5. Representation. Transferee acknowledges that it has had an option to consult with separate legal counsel prior to executing this Assignment and Assumption Agreement. Transferor and Transferee waive any claim that any term or condition of this Assignment and Assumption Agreement should be construed against the drafter. This Assignment and Assumption Agreement will be construed as if both parties had prepared it.

6. Entire Agreement. This Assignment and Assumption Agreement (including any exhibits attached to it) is the final expression of, and contains the entire agreement between the parties with respect to the subject matter of this Assignment and Assumption Agreement and supersedes any letters of interest and all prior understandings with respect to the subject matter of this Assignment and Assumption Agreement, except for the Sales Agreement. This Assignment and Assumption Agreement may not be modified, changed, supplemented, or terminated, nor may any obligations under it be waived, except by written instrument signed by the party to be charged or by its agent duly authorized in writing or as otherwise expressly permitted herein.

7. Construction. Headings at the beginning of each section and subsection of this Assignment and Assumption Agreement are solely for the convenience of the parties and are not a part of this Agreement. Whenever required by the context of this Assignment and Assumption Agreement, the singular shall include the plural, and the male gender shall include the female gender and neuter, and vice versa. Unless otherwise indicated, all references to sections are to this Assignment and Assumption Agreement.

[Signatures and acknowledgements on following page]

IN WITNESS WHEREOF, parties have executed the foregoing Assignment and Assumption Agreement as of the day and year first above written.

TRANSFEROR:

RBW Investments, LLC

By *Ralph S. Weber*
Ralph S. Weber, Manager

TRANSFeree:

Shoshone Village, LLC

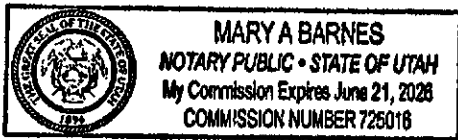
By *Scott*
_____, Manager

Oquirrh Point Development, LLC

By *David E. Adams*
_____, Manager

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

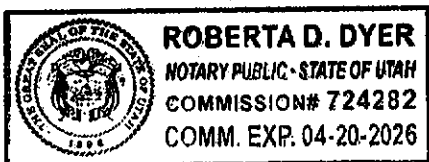
I hereby certify that I know or have satisfactory evidence that Ralph S. Weber is the person who appeared before me, and acknowledged that he signed this instrument as the Manager of RBW Investments, LLC, and acknowledge it to be the free and voluntary act of said limited liability company for the uses and purposes mentioned in this instrument.



Mary A Barnes
Notary Public

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

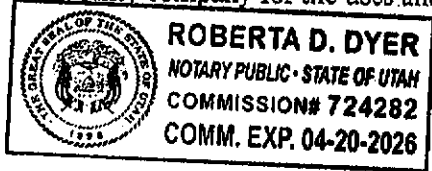
I hereby certify that I know or have satisfactory evidence that *DAVE SCOTT* is the person who appeared before me, and acknowledged that he signed this instrument as the Manager of Shoshone Village, LLC and acknowledge it to be the free and voluntary act of said limited liability company for the uses and purposes mentioned in this instrument.



[Signature]
Notary Public

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

I hereby certify that I know or have satisfactory evidence that David Anderson is the person who appeared before me, and acknowledged that he signed this instrument as the Manager of Oquirrh Point Development, LLC and acknowledge it to be the free and voluntary act of said limited liability company for the uses and purposes mentioned in this instrument.



[Signature]
Notary Public

1615364-2

EXHIBIT A

PROPERTY DESCRIPTION

PARCEL 1: (05-050-0-0018)

BEGINNING 33 FEET SOUTH AND 361.5 FEET WEST OF THE CENTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN; SAID POINT OF THE BEGINNING BEING FURTHER DESCRIBED AS BEING ON THE SOUTH LINE OF THE COUNTY ROAD; AND RUNNING THENCE SOUTH 361.5 FEET; THENCE EAST 361.5 FEET; THENCE SOUTH 925.5 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE WEST 1320 FEET; THENCE NORTH 1287 FEET, MORE OR LESS TO THE SOUTH LINE OF SAID COUNTY ROAD; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL 2: (05-050-0-0033)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN.

EXCEPTING THEREFROM, THAT PORTION THEREOF, INCLUDED IN ROADS.

LESS AND EXCEPTING THAT PORTION CONTAINED IN DEEDS RECORDED MARCH 26, 2004 AS ENTRY NO. 220557 THROUGH 220559 IN BOOK 932, AT PAGES 84 THROUGH 88 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHWEST CORNER OF SAID SECTION 34, AND RUNNING THENCE NORTH 00°18'15" WEST 1324.75 FEET ALONG THE SECTION LINE TO THE 40 ACRE LINE; THENCE NORTH 89°40'31" EAST 128.98 FEET TO A POINT 100.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID SR-36 OF SAID PROJECT, AT ENGINEER STATION 299+27.82; THENCE SOUTH 00°23'53" EAST 1324.76 FEET TO THE SECTION LINE AND SOUTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH 89°40'35" WEST 131.13 FEET ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

PARCEL 3: (03-007-0-0033) now 01-401-0-0003

BEING A PORTION OF A TOOELE COUNTY RIGHT OF WAY RECORDED AS ENTRY NO. 278669, TOOELE COUNTY RECORDER'S OFFICE, LOCATED IN THE NORTHWEST QUARTER OF SECTION 3 TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, COUNTY OF TOOELE, STATE OF UTAH, BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 3, SAID CORNER BEARS NORTH 89°39'20" EAST 9.83 FEET FROM THE TOOELE COUNTY WITNESS MONUMENT FOR SAID NORTHWEST CORNER; THENCE NORTH 89°39'20" EAST 130.67 FEET ALONG THE NORTH LINE OF SAID SECTION 3 TO THE EAST RIGHT OF WAY OF SR-36; THENCE ALONG SAID EAST RIGHT OF WAY, SOUTH 00°25'45" EAST 1325.30 FEET TO THE INTERSECTION OF SAID RIGHT OF WAY WITH THE SOUTH LINE OF SAID TOOELE COUNTY RIGHT OF WAY; THENCE ALONG SAID SOUTH RIGHT OF WAY NORTH 89°38'33" EAST 6.66 FEET TO THE POINT OF BEGINNING; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, WHOSE

RADIAL BEARING IS NORTH 60°30'29" WEST HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 61°30'16" AN ARC DISTANCE OF 53.67 FEET; THENCE SOUTH 89°00'14" EAST 1052.55 FEET TO SAID SOUTH RIGHT OFWAY; THENCE ALONG SAID SOUTH RIGHT OFWAY SOUTH 89°38'33" WEST 1106.80 FEET TO THE POINT OF BEGINNING.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS THE BEARING OF SOUTH 00°25'43" EAST BETWEEN THE WEST QUARTER CORNER AND NORTHWEST CORNER OF SAID SECTION 3.

PARCEL 4: (03-007-0-0035) now 01-401-0-0007

THE SOUTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE MERIDIAN.

EXCEPTING THEREFROM THAT PORTION DEEDED TO UTAH DEPARTMENT OF TRANSPORTATION BY THAT CERTAIN WARRANTY DEED RECORDED MARCH 12, 2004 AS ENTRY NO. 219836 IN BOOK 929 AT PAGE 246 OF OFFICIAL RECORDS.

AND EXCEPTING THEREFROM THAT PORTION DEEDED TO TOOELE COUNTY BY THAT CERTAIN QUITCLAIM DEED RECORDED AUGUST 26, 2010 AS ENTRY NO. 346111 OF OFFICIAL RECORDS.