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

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

APN: 05-016-0-~~0020~~
0020

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 11th day of August, 2014 (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 and collectively with the 1998 Agreement and the First Amendment 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, 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 "Property"), which Property is a portion of the Lands and which 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 2* (the "Subdivision").

WHEREAS, pursuant to Section 9 of the 1998 Agreement, Assignor 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 Property to Assignee, in order for Assignee to develop the Subdivision.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Property in order for Assignee to develop the Subdivision upon the Property, including the right to use eighteen point four six three (18.463) acres of Banked Open Space in order to satisfy the requirement of Section 4(a) of the 1998 Agreement to set aside fifty percent (50%) of property being developed pursuant to the Development Agreement 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
Christopher F. Robinson, Manager

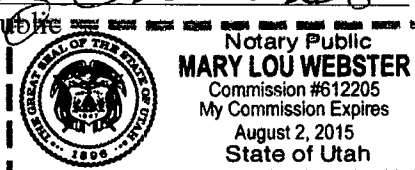
Assignee:

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

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

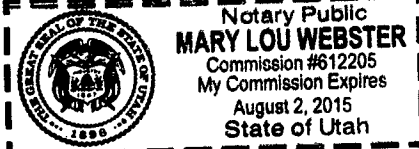
STATE OF UTAH)
)
) :ss.
)
COUNTY OF Sadd Lake)

On the 11th day of August, 2014, 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.

Mary Lou Webster
Notary Public


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

On the 11th day of August, 2014, personally appeared before me Christopher F. Robinson, the Manager of Saddleback Pastures, 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.


Notary Public
MARY LOU WEBSTER
Commission #612205
My Commission Expires
August 2, 2015
State of Utah

Mary Lou Webster
Notary Public

EXHIBIT "A"

Beginning at a point which lies North 89°24'19" West along the section line 1,889.95 feet and South 00°35'41" West 2,318.72 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being North 00°23'14" East between the South Quarter Corner and North Quarter Corner of Section 1, T2S, R4W) and running southerly along the arc of a 1,988.39 foot radius non-tangent curve to the left, the center of which bears South 86°13'50" East, through a central angle of 36°03'20", a distance of 1,251.27 feet more or less to the westerly right-of-way line of the Union Pacific Railroad, thence South 29°56'18" West along said right-of-way line 2,162.70 feet more or less to a point which is on the east line of Kone Subdivision Amendment No. 1 (Book 495 at Page 347) extended south, said point also lies South 11°50'09" West 90.21 feet from the Tooele County survey monument representing common corners of Sections 1, 2, 11 and 12, of the Dependent Resurvey of portions of Township 2 South, Range 4 West, Salt Lake Base and Meridian, recorded as Entry No. 365712 in Book 226 at Page 93 of official records, thence North 00°26'52" East along said line and line extended 402.53 feet more or less to the southeast corner of Lot 2 Kone Subdivision as established by said Kone Subdivision Amendment No. 1, thence North 00°32'29" East along the east line of said Lot 2 339.21 feet to the southeast corner of Stoney Mountain Estates (Entry No. 76478 in Book 401 at Page 336); thence North 00°23'21" East along the East line of said Stoney Mountain Estates 1,574.03 feet to the Southeast corner of Thomasville Subdivision (Entry No. 068574 in Book 382 at Page 475); thence North 00°25'14" East along the east line of said subdivision and the extension thereof 399.58 feet to the center line of a public roadway known as Shepard Lane and a found Tooele County Survey monument re-establishing the West Quarter Corner of Section 1, said Township and Range, said found monument lies South 26°38'04" West 28.51 feet from said Dependent Resurvey monument representing the same west quarter corner, thence North 89°56'38" East along the center line of said Shepard Lane 427.51 feet to an intersection point with the centerline of Lakeshore Drive; thence North 22°28'45" East along said center line 450.24 feet; thence South 67°31'15" East 169.46 feet; to the POINT OF BEGINNING.

Containing 1,832,539 Square Feet or 42.064 Acres.