

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

Tooele County Tax Parcel Nos.: 04-070-0-0031, 04-070-0-0066, 04-070-0-0086, 05-016-0-0041 and 05-019-0-0074

**ASSIGNMENT AND ASSUMPTION  
AGREEMENT  
(Plat 9)**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 12<sup>th</sup> day of JULY, 2019 (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"); as amended by that certain *Second Amendment to Development Agreement* dated September 25, 2018, and recorded September 26, 2018, as Entry No. 474730 in the Recorder's Office (the "Second Amendment") and collectively with the 1998 Agreement, the First Amendment and the Release 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, as provided for in Section 7(a) of the 1998 Agreement, the Development Agreement vests the Assignor with overall gross density for residential portions of the Lands of not less than one (1) permanent dwelling unit per gross acre of land to be zoned residential or to be used as open space (the "One Unit Per Acre Density Right").

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 "Plat 9 Property"), which Plat 9 Property is a portion of the Lands and which Plat 9 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 9* (the "Plat 9").

WHEREAS, the Plat 9 Property consists of twenty-two point seven nine (22.79) acres, therefore equating to 22.79 units of residential density using the One Unit Per Acre Density Right.

WHEREAS, Plat 9 creates no residential lots, thereby using no residential density units.

WHEREAS, Plat 9 creates Parcels A, B, and C which collectively contain three point three nine two (3.392) acres of open space, therefore equating to three point three nine two (3.392) units of residential density pursuant to Section 4(a) of the 1998 Agreement, which density and open space is deemed "banked" pursuant to Section 7(e) of the 1998 Agreement for future use by the Assignor to create residential lots elsewhere within the Lands.

WHEREAS, Plat 9 also creates Parcels D and E, which collectively contain eight point one two six (8.126) acres representing 8.126 units of residential density using the One Unit Per Acre Density Right.

WHEREAS, the Parties desire to enter into this Agreement in order to transfer memorialize their understanding with respect to the development rights under the Development Agreement with respect to the Plat 9 Property.

## **AGREEMENT**

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

1. The recitals and exhibits to this Agreement are hereby incorporated by this referenced.

2. The 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 Plat 9 Property in order for Assignee to develop the Subdivision upon the Property; provided, however, Assignor reserves unto itself, its successors and assigns, fourteen point six six four (14.664) units of residential density arising from and contained within the Plat 9 Property, including the three point three nine two (3.392) units related to the banked open space arising from Parcels A, B, and C of Plat 9, which reserved residential density units may be used by the Assignor in the future to create residential lots elsewhere within the Lands.
  
3. The Parties hereby acknowledge that the eight point one two six (8.126) units of residential density associated with Parcels D and E of Plat 9 remain with such Parcels D and E and shall be owned by the Assignee, its successors and assigns.

[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 )  
COUNTY OF Tooele ) :ss.


On the 12<sup>th</sup> day of July, 2019, 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.

Steven Packham  
Notary Public

STATE OF UTAH )  
COUNTY OF Tooele ) :ss.

 STEVEN PACKHAM  
NOTARY PUBLIC  
STATE OF UTAH  
COMMISSION #691212  
My Commission Expires November 1, 2020

On the 12<sup>th</sup> day of July, 2019, 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.

 STEVEN PACKHAM  
NOTARY PUBLIC  
STATE OF UTAH  
COMMISSION #691212  
My Commission Expires November 1, 2020

Steven Packham  
Notary Public

**EXHIBIT "A"****LEGAL DESCRIPTION  
FOR THE  
PLAT 9 PROPERTY**

The following parcel located in Tooele County, State of Utah:

Beginning at a point which lies South 00°18'28" West along the section line 343.69 feet from the Northwest Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°18'28" West between the Northwest Corner and West Quarter Corner of Section 1, T2S, R4W) to the south right-of-way line of Sunset Road, said point lies North 89°11'19" West along the extension of the north line of Pastures at Saddleback P.U.D. Plat 5 as recorded in the office of the Tooele County Recorder as Entry No. 459898 74.92 feet; and running thence North 00°18'28" East along said section line 70.00 feet; thence North 89°11'19" West 500.33 feet; thence North 00°35'18" 379.74 feet; thence North 00°14'50" East 58.97 feet; thence northwesterly along the arc of a 660.00 foot radius non-tangent curve to the right, the center of which bears North 02°24'22" East, through a central angle of 57°46'52" a distance of 665.59 feet; thence North 29°48'46" West 266.30 feet; thence northwesterly along the arc of a 615.00 foot radius tangent curve to the left, the center of which bears South 60°11'14" West, through a central angle of 21°02'22" a distance of 225.83 feet; thence northwesterly along the arc of a 915.00 foot radius compound curve to the left, the center of which bears South 39°08'52" West, through a central angle of 05°56'53" a distance of 94.99 feet; thence westerly along the arc of a 55.00 foot radius compound curve to the left, the center of which bears South 33°11'59" West, through a central angle of 99°37'02" a distance of 95.63 feet; thence southerly along the arc of a 212.00 foot radius compound curve to the left, the center of which bears South 66°25'03" East, through a central angle of 22°44'36" a distance of 84.15 feet; thence North 89°09'38" West 60.00 feet; thence North 00°50'22" East 71.91 feet; thence northerly along the arc of a 985.50 foot radius non-tangent curve to the left, the center of which bears South 86°00'33" West, through a central angle of 03°00'53" a distance of 51.85 feet; thence northwesterly along the arc of a 135.50 foot radius compound curve to the left, the center of which bears South 82°59'39" West, through a central angle of 31°47'33" a distance of 75.19 feet; thence northwesterly along the arc of a 50.50 foot radius compound curve to the left, the center of which bears South 51°12'06" West, through a central angle of 32°57'24" a distance of 29.05 feet; thence westerly along the arc of a 915.00 foot radius compound curve to the left, the center of which bears South 18°14'42" West, through a central angle of 17°32'08" a distance of 280.04 feet; thence North 00°36'25" East 120.00 feet; thence easterly along the arc of a 1035.00 foot radius non-tangent curve to the right, the center of which bears South 00°41'52" West, through a central angle of 18°18'59" a distance of 330.87 feet; thence easterly along the arc of a 60.50 foot radius reverse curve to the left, the center of which bears North 19°00'51" East, through a central angle of 40°51'44" a distance of 43.15 feet; thence easterly along the arc of a 107.00 foot radius

reverse curve to the right, the center of which bears South 21°50'52" East, through a central angle of 16°41'01" a distance of 31.16 feet; thence northeasterly along the arc of a 50.50 foot radius reverse curve to the left, the center of which bears North 05°09'52" West, through a central angle of 59°15'45" a distance of 52.23 feet; thence North 25°34'25" East 108.85 feet; thence South 64°25'35" East 60.00 feet; thence South 25°34'25" West 106.32 feet; thence southerly along the arc of a 55.00 foot radius tangent curve to the left, the center of which bears South 64°25'36" East, through a central angle of 58°21'09" a distance of 56.01 feet; thence southeasterly along the arc of a 107.00 foot radius reverse curve to the right, the center of which bears South 57°13'15" West, through a central angle of 16°54'10" a distance of 31.57 feet; thence southeasterly along the arc of a 50.50 foot radius reverse curve to the left, the center of which bears North 74°07'26" East, through a central angle of 42°24'09" a distance of 37.37 feet; thence southeasterly along the arc of a 1035.00 foot radius reverse curve to the right, the center of which bears South 31°43'17" West, through a central angle of 07°25'35" a distance of 134.15 feet; thence southeasterly along the arc of a 735.00 foot radius compound curve to the right, the center of which bears South 39°08'52" West, through a central angle of 21°02'22" a distance of 269.90 feet; thence South 29°48'46" East 266.30 feet; thence southeasterly along the arc of a 540.00 foot radius tangent curve to the left, the center of which bears North 60°11'14" East, through a central angle of 59°32'59" a distance of 561.24 feet; thence South 89°21'45" East 403.51 feet; thence southeasterly along the arc of an 814.00 foot radius tangent curve to the right, the center of which bears South 00°38'15" West, through a central angle of 05°12'01" a distance of 73.88 feet to the section line; thence North 00°16'05" East along said section line 50.22 feet; thence South 84°29'08" East 79.46 feet; thence South 73°58'36" East 158.91 feet; thence South 63°28'04" East 158.91 feet; thence South 52°57'33" East 79.46 feet; thence South 81°36'41" East 93.53 feet; thence South 71°54'38" East 139.25 feet; thence northeasterly along the arc of a 550.00 foot radius non-tangent curve to the right, the center of which bears South 48°54'32" East, through a central angle of 23°54'26" a distance of 229.49 feet to the west line of Pastures at Saddleback P.U.D. Plat 3 as recorded in said office as Entry No. 439192; thence along said west line the following six (6) courses and distances: 1) South 04°10'12" East 10.71 feet, 2) southwesterly along the arc of a 540.00 foot radius non-tangent curve to the left, the center of which bears South 25°24'21" East, through a central angle of 13°57'09" a distance of 131.50 feet, 3) South 39°21'29" East 70.00 feet, 4) South 10°49'35" East 343.96 feet, 5) South 24°35'12" East 88.11 feet and 6) South 89°28'52" East 163.71 feet; thence South 06°04'10" East 47.18 feet to the north line of Pastures at Saddleback P.U.D. Plat 7 as recorded as Entry No. 471685 in said office; thence North 89°11'19" West along said north line and the extension thereof, the north line of Pastures at Saddleback P.U.D. Plat 6 as recorded as Entry No. 469025 in said office, and the north line of said Plat 5 1,052.26 feet to the point of beginning.

Containing approximately 992,739 Square Feet or approximately 22.79 Acres

Portions of Tooele County Tax Parcel Nos. 04-070-0-0031, 04-070-0-0066, 04-070-0-0086, 05-016-0-0041 and 05-019-0-0074