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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
JONES WALDO HOLBROOK MCDONOUGH  
BY: eCASH, DEPUTY - EF 9 P.

**When Recorded Mail to:**

JONES WALDO  
Attn: Kyle Leishman  
170 S. Main Street, Suite 1500  
Salt Lake City, UT 84101

PARCEL ID #26-09-300-001  
#26-10-300-001

**ASSIGNMENT OF DEVELOPMENT ACCESS AGREEMENT**

THIS ASSIGNMENT OF DEVELOPMENT ACCESS AGREEMENT (this "Assignment") is made and entered into as of January 30, 2019 (the "Effective Date"), by and between VICKY R. JONES, TRUSTEE OF THE R. LAMAR JONES AND VICKY R. JONES REVOCABLE LIVING TRUST UAD FEBRUARY 25, 2016, TRUSTEE OF THE R. LAMAR JONES DECEDENT'S TRUST UAD FEBRUARY 25, 2016, and TRUSTEE OF THE VICKY R. JONES SURVIVOR'S TRUST UAD FEBRUARY 25, 2016 ("Assignor"), and VICKY R. JONES, TRUSTEE OF THE VICKY R. JONES SURVIVOR'S TRUST UAD FEBRUARY 25, 2016, as to an undivided 95.5% interest; BRYAN L. JONES, a married man as his separate property, as to an undivided 1.5% interest; LEANNA JONES, a single woman, as to an undivided 1.5% interest; and JENEAL HARSHMAN, a married woman, as her separate property, as to an undivided 1.5% interest (collectively, "Assignee").

**RECITALS**

This Assignment is entered into on the basis of and with respect to the following facts, agreements and understandings:

A. On April 17, 2000, Vicky and R. LaMar Jones, as Settlers and Co-Trustees, executed a Revocable Living Trust Agreement creating the R. LaMar and Vicky R. Jones Revocable Living Trust (the "Trust"). The trust agreement creating the Trust was amended and completely restated on February 25, 2016 (the "Trust Agreement").

B. The Trust and the Jordan Valley Water Conservancy District, a water conservancy district, entered into that certain Development Access Agreement dated February 10, 2006, recorded on February 16, 2006 as instrument no. 9639660, in Book 9256, Page 2401-2411 in the Salt Lake County, Utah real property records ("Access Agreement"). The Access Agreement affects access to portions of the real property more particularly described on Exhibit 1, attached

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(Mays/Aaron)

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hereto and made part hereof by this reference (the “Property”). As of the effective date of the Access Agreement, the Trust owned certain lands adjacent to the Property (the “Trust Property”).

C. On March 4, 2016, R. LaMar Jones (“Decedent”) died. Under the Trust Agreement, at the Decedent’s death all of the assets of the Trust were to be divided into separate trusts designated as the Decedent’s Trust, which received all of the Decedent’s interests in property of the Trust, and the Survivor’s Trust, which received all of the interests of the Trust assets belonging to Vicky R. Jones (i.e., to the Trustee of the Vicky R. Jones Survivor’s Trust UAD February 25, 2016, referred to herein as the “Survivor’s Trust”), which included all of the Trust Property. As such, the Survivor’s Trust became the successor in interest to the Trust under the Access Agreement.

D. As part of the administration of the Trust, by deed dated November 8, 2017, recorded January 26, 2018 as instrument no. 12705348, in Book 10641, page 9087-9091, and again (by corrected deed dated April 23, 2018, recorded on May 31, 2018 as instrument no. 12781605, in Book 10679, Page 3542-3544) in the Salt Lake County, Utah real property records, all of the Trust Property was conveyed in fee simple to Assignor. Assignor then, by deed dated February 24, 2018, recorded on March 5, 2018 as instrument no. 12728060, in Book 10652, Page 7472-7274 in the Salt Lake County, Utah real property records, conveyed in fee simple all of the Trust Property to Assignee.

E. Now, Assignor, as successor to all Trust Property, agrees to assign its interest under the Access Agreement to Assignee and Assignee agrees to assume the obligations under the Access Agreement, all as more particularly set forth in this Assignment.

## AGREEMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual covenants and agreements set forth herein, Assignor and Assignee agree as follows:

1. **Assignment.** Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its heirs, personal representatives, successors and assigns, all of Assignor’s right, title and interest under the Access Agreement.

2. **Acceptance of Assignment and Assumption of Obligations.** Assignee hereby accepts the assignment of the Assignor’s interest under the Access Agreement and, for the benefit of Assignor, assumes and agrees faithfully to perform all of the obligations which are required to be performed under the Access Agreement.

3. **Effective Date.** The effective date of this Assignment and each and every provision hereof is and shall be the Effective Date.

4. **Assignor’s Indemnity of Assignee.** Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys’ fees) arising out of or resulting from any act or omission committed or alleged to have

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been committed by Assignor under the Access Agreement, including without limitation any breach or default committed or alleged to have been committed under the Access Agreement, prior to the Effective Date.

5. **Assignee's Indemnity of Assignor.** Assignee, for itself and on behalf of its heirs, personal representatives, successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor, its partners, and their respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorneys' fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its heirs, personal representatives, successors and assigns under the Access Agreement, including without limitation any breach or default committed or alleged to have been committed under the Access Agreement, on or after the Effective Date.

6. **Successors and Assigns.** This Assignment, and each and every provision hereof, shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

7. **Governing Law.** This Assignment shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the state of Utah.

8. **Headings and Captions.** The headings and captions of the paragraphs of this Assignment are for convenience and reference only and in no way define, describe or limit the scope or intent of this Assignment or any of the provisions hereof.

9. **Multiple Counterparts; Electronic Execution and Delivery.** This Assignment may be executed in any number of counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one agreement binding on all parties. This Assignment may be executed by affixing an electronic signature by DocuSign or the equivalent electronic signature and digital transaction management service. Electronic delivery of documents by facsimile or email, including without limitation the delivery of .PDF, .JPG or the equivalent, shall be legally sufficient to bind the party the same as delivery of an original.

10. **Incorporation of Recitals.** The recitals set forth above are incorporated in this Assignment as if fully set forth in the body of this Assignment.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

ASSIGNEE:

*Vicky R Jones Tr.*

VICKY R. JONES, as Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016, as Trustee of the R. LaMar Jones and Vicky R. Jones Revocable Living Trust UAD February 25, 2016, and as Trustee of the R. LaMar Jones Decedent's Trust UAD February 25, 2016

*Vicky R Jones Trustee*

VICKY R. JONES, as Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016  
Address:  
P.O. Box 1068  
Pendleton, OR 97801

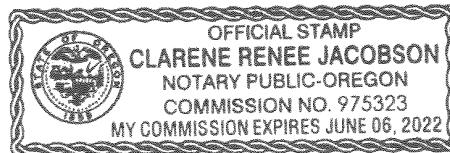
STATE OF OREGON )  
County of Umatilla ) ss.

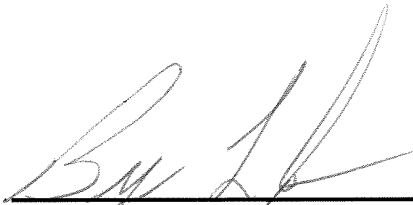
On this 24<sup>th</sup> day of January, in the year 2019, before me,

Clarene Renee Jacobson a notary public, personally appeared VICKY R. JONES, as Trustee of the Vicky R. Jones Survivor's Trust UAD February 25, 2016, as Trustee of the R. LaMar Jones Decedent's Trust UAD February 25, 2016, and as Trustee of the R. LaMar Jones and Vicky R. Jones Revocable Living Trust UAD February 25, 2016, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

*Clarene Renee Jacobson*  
(Notary signature)





BRYAN L. JONES, individually  
Address: 81654 S Juniper Canyon Rd  
Helix, OR 97835

STATE OF OREGON                    )  
  ) ss.  
County of Umatilla                 )

On this 24<sup>th</sup> day of January, in the year 2019, before me,  
Tara Soeum a notary public, personally appeared BRYAN L. JONES, proved  
on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument,  
and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
(Notary signature)



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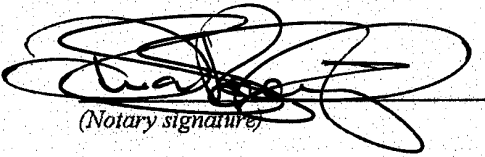
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Jeneal Harshman  
JENEAL HARSHMAN, individually  
Address:  
98 Birdseye View  
Walla Walla, WA 99362

STATE OF WASHINGTON )  
County of Walla Walla ) ss.  
)

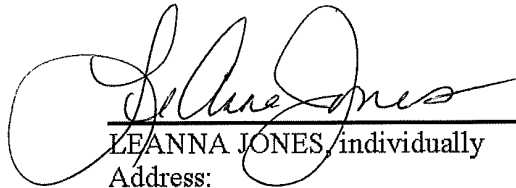
On this 24<sup>th</sup> day of January, in the year 2019, before me,  
Diana Rodriguez a notary public, personally appeared JENEAL HARSHMAN,  
proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this  
instrument, and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
(Notary signature)



7 - ASSIGNMENT OF DEVELOPMENT ACCESS AGREEMENT  
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LEANNA JONES, individually  
Address:  
P. O. Box 1092  
Pendleton, OR 97801


STATE OF OREGON

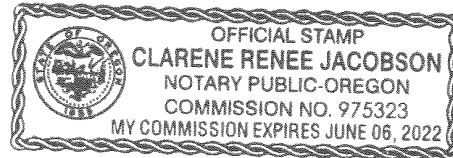
County of Umatilla

)  
) ss.  
)

On this 29<sup>th</sup> day of January, in the year 2019, before me,  
Clarene Renee Jacobson a notary public, personally appeared LEANNA JONES, proved  
on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument,  
and acknowledged (he/she/they) executed the same.

Witness my hand and official seal.

  
(Notary signature)



6 – ASSIGNMENT OF DEVELOPMENT ACCESS AGREEMENT

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EXHIBIT 1

Legal Description of Property

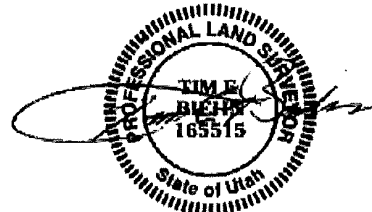
RBB

ROBINSON, BIEHN & BIEHN, INC.

Professional Land Surveyors  
5330 South 900 East, Suite 120  
Salt Lake City, Utah 84117-7261  
(801) 266-1118 • (801) 262-6814 Fax

Lee E. Robinson, PLS  
Ted M. Biehn, PLS  
Tim E. Biehn, PLS

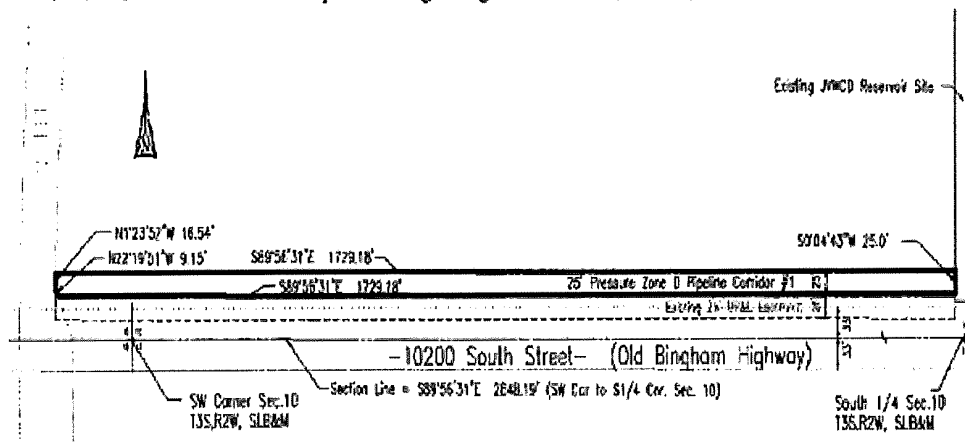
January 12, 2006  
Project: Pressure Zone D Pipeline (10200 South)  
Pipeline Corridor (Fee) #1 (East)



**Pipeline Corridor (fee) #1: (East of U-111)**

A 25 foot wide strip of land for a waterline corridor, said strip of land is located in the Southwest Quarter of Section 10 and the Southeast Quarter of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows

Beginning at a point on the West property line of the Jordan Valley Water Conservancy District reservoir site property and the North line of an existing Utah Power & Light easement, said point being North 47.00 feet and N89°56'31"W 1027.56 feet from a brass cap monument at the South Quarter corner of said Section 10, said brass cap monument bears S89°56'31"E 2648.19 feet from a brass cap monument at the Southwest corner of said Section 10 (basis of bearing); thence N89°56'31"W 1726.14 feet along the North line of said Utah Power and Light easement to the Easterly line of Highway U-111; thence along the Easterly line of said Highway U-111 N22°19'51"W 9.15 feet and N1°23'52"E 16.54 feet; thence S89°56'31"E 1729.18 feet to the West line of said Jordan Valley Water Conservancy District reservoir site property; thence S0°04'43"W 25.00 feet to the point of beginning. Contains 43,222 ft<sup>2</sup> ( 0.9922 Acre)



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EXHIBIT 1 – ASSIGNMENT OF DEVELOPMENT ACCESS AGREEMENT

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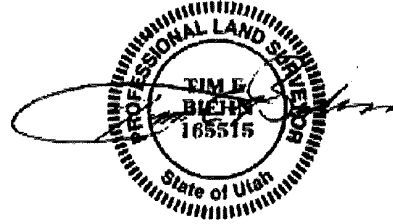
**ROBINSON, BIEHN & BIEHN, INC.**

Professional Land Surveyors  
5330 South 900 East, Suite 120  
Salt Lake City, Utah 84117-7261  
(801) 266-1118 • (801) 262-6814 Fax

Lee E. Robinson, PLS  
Ted M. Biehn, PLS  
Tim E. Biehn, PLS



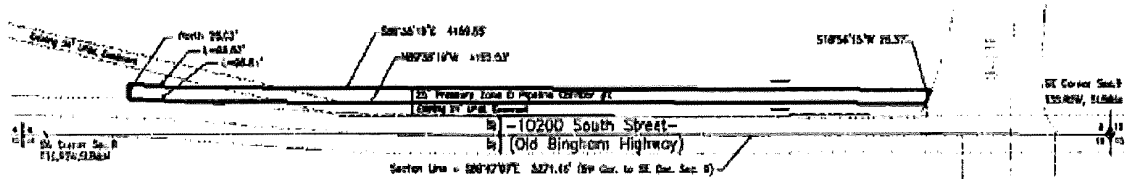
January 24, 2006  
Project: Pressure Zone D Pipeline (10200 South)  
Pipeline Corridor #2 (West)



**Pipeline Corridor (fee) #2: (West of U-111)**

A 25 foot wide strip of land for a waterline corridor, said strip of land is located in the South Half of Section 9, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, and being more particularly described as follows

Beginning on the Westerly line of Highway U-111 and the North line of a Utah Power & Light Easement at a point North 45.49 feet and N89°38'19"W 297.17 from a brass cap monument at the Southeast corner of said Section 9, said brass cap monument bears S89°47'08"E 5271.46 feet from a Bolt-In-Pipe monument at the Southwest corner of said Section 9 (basis of bearing); thence N89°38'19"W 3905.45 feet along the North line of the East/West portion of said existing Utah Power & Light easement; thence continuing N89°38'19"W 246.58 to a point on the proposed Northerly realignment line of 10200 South Street (Old Bingham Highway); thence Northwesterly 98.81 feet along the arc of a 3599.18 foot radius, non regular curve to the left through a central angle of 1°34'23" (chord bears N86°29'45"W 98.81 feet); thence North 25.03 feet; thence Southeasterly 99.82 feet along the arc of 3624.18 foot radius, non regular curve to the right through a central angle of 1°34'41" (chord bears S86°30'44"E 99.82 feet); thence S89°38'19"E 4159.55 feet to the Westerly line of said Highway U-111; thence S18°54'15"W 26.37 feet to the point of beginning. Contains 106,377 ft<sup>2</sup> (2.4421 Acres), more or less.



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EXHIBIT 1 – ASSIGNMENT OF DEVELOPMENT ACCESS AGREEMENT

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