

**ASSIGNMENT OF RIGHTS AND OBLIGATIONS
WITH CONSENT OF CITY**

This Assignment of Rights and Obligations With Consent of City (this "Assignment") is made this 6 day of Dec, 2012, (the "Effective Date"), among Peterson Development Company, L.L.C., a Utah limited liability company ("Assignor"), Boyer Loneview, L.C., a Utah limited liability company ("Assignee"), and West Jordan City, a municipality and political subdivision of the State of Utah (the "City").

Recitals

A. Pursuant to that certain Option Agreement dated October 15, 2012 (the "Option Agreement"), Assignee is acquiring (the "Loneview Subdivision Phases 1 and 2 Acquisition") the interests of Assignor, in an approximately 23 acre parcel of real property located in Salt Lake County, Utah, more particularly described as follows (the "Property"):

A portion of the NE1/4 of Section 34, Township 2 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, more particularly described as follows:

Beginning at point located S0°36'34"E along the Lot line 623.75 feet from the Northeast Corner of Lot 201, KNIGHT No. 2 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder, (said Northeast Corner of Lot 201 being located S89°54'20"W along the Section line 228.30 feet from the Northeast Corner of Section 34, T2S, R2W, S.L.B.& M.); thence S0°36'34"E along said Plat 332.22 feet to the Southeast Corner of said Plat; thence S89°58'51"E 227.91 (Plat: 228.30) along the South line of Lot 101, RASBAND No. 1 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder to the East line of said Section 34; thence S0°35'08"E along the Section line 336.54 feet to the north line of 6400 West Street as dedicated with BLOOMFIELD HEIGHTS PHASE 2 Subdivision, according to the Official Plat thereof on file in the Office of the Salt Lake County Recorder; thence along S89°25'23"W along said Street 44.48 feet to the easterly line of that Real Property described in Deed Book 9976 Page 81.55 of the Official Records of Salt Lake County; thence along said property the following 4 (four) courses: N0°36'34"W 90.20 feet; thence N89°58'51"W 294.70 feet; thence S0°37'07"E 110.30 feet; thence N89°23'26"E 294.33 (deed: 294.66) feet to the west line of said 6400 West Street; thence S0°34'37"E along said Street 668.79 feet; thence N82°36'00"W 6.00 feet; thence S83°56'00"W 20.00 feet; thence N70°41'00"W 55.00 feet; thence N58°00'00"W 150.00 feet; thence N73°00'00"W 200.00 feet; thence N82°54'00"W 282.00 feet; thence S78°30'00"W feet 144.92 feet; thence S88°44'00"W 75.44 feet; thence N0°36'34"W 1,197.91 feet; thence N89°20'35"E 109.26 feet; thence N64°43'25"E 55.00 feet; thence East 384.56 feet; thence S61°55'55"E 57.02 feet; thence East 115.37 feet to the point of beginning.

Contains: 23.56+/- acres

B. In connection with the Loneview Subdivision Phases 1 and 2 Acquisition and Assignee's acquisition of the Property, Assignor desires to assign, and Assignee desires to assume all of Assignor's right, title, interest and obligations as Developer under that certain Development Agreement of the Highlands Sub-Areas Master Plan, a copy of which is attached hereto as Exhibit A

4841-0234-1137

11595855
12/13/2012 12:58 PM #0-00
Book - 10116 Pg - 8381-8388
GARY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH

WEST JORDAN CITY
3000 S REDWOOD RD
WEST JORDAN UT 84088
BY: DOB, DEPUTY - MA 8 P.

(the "Development Agreement") and any related Development Documents, as such right, title, interest and obligations relate to the Property.

C. Pursuant to the terms and provisions of the Development Agreement, the City desires to acknowledge and consent to the assignment evidenced in this Assignment and to accept the Assignee as the Developer for purposes of the Development Agreement with respect to the Property, and not other property.

Assignment

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns to Assignee (i) all of Assignor's right, title, interest and obligations, as Developer under the Development Agreement with respect to the Property as listed above, but only with respect to the Property and no other property that is the subject of the Development Agreement, and (ii) all of Assignor's right, title, interest and obligations under the Development Documents, as that term is defined in the Development Agreement, with respect to the Property as listed above, but only with respect to the Property and no other property that is the subject of the Development Agreement or the Development Documents. The interests assigned under sub-sections (i) and (ii) shall be collectively referred to herein as "Assignor's Interest." In making this assignment, Assignor, with respect to the Assignor's Interest, represents and warrants that:

(a) Assignor is the sole legal and beneficial owner of all of Assignor's Interest under the Development Agreement and the Development Documents, free and clear of any lien, claim, demand, encumbrance, security interest or restriction on transfer of any nature whatsoever, with full right, power and authority to transfer Assignor's Interest pursuant to the terms of this Assignment, and, upon execution of this Assignment, Assignee will own Assignor's Interest, free and clear of any liens, claims, demands, encumbrances, security interests or restrictions on transfer. Assignor has obtained any and all consents necessary to perform its obligations under this Assignment and assign Assignor's Interest to Assignee, including without limitation those specifically set forth in the Development Agreement and the Development Documents.

(b) Assignor is not in default under the Development Agreement, any of the Development Documents, or any provision thereof.

2. Assignee agrees to assume and perform all of Assignor's obligations with respect to Assignor's Interest or arising under or with respect to the Development Agreement and the Development Documents as such obligations specifically relate to the Property, and no other property that may be the subject of the Development Agreement or the Development Documents, from and after the Effective Date and to indemnify and hold Assignor harmless from and against Assignee's failure to perform any such obligations.

3. Assignor hereby agrees to indemnify and hold Assignee harmless from any claims,

demands, suits, causes of action, legal or administrative proceedings, liabilities, losses, costs or expenses (including attorney fees) that (i) arise out of or in any way relate to Assignor's obligations or performance under the Development Agreement or the Development Documents prior to the Effective Date, (ii) arise out of or in any way relate to Assignor's obligations under the Development Agreement or the Development Documents other than those obligations that relate specifically to the Property and (iii) arise out of or in any way relate to any breach of the terms of this Assignment by Assignor.

4. The City hereby acknowledges and consents to the foregoing assignment and assumption and accepts the Assignee as the Developer under and pursuant to the Development Agreement with respect to the Property, and no other real property that is the subject of such Development Agreement.

5. Each of the individuals who have executed this Assignment represents and warrants that (a) he or she is duly authorized to execute this Assignment on behalf of the party for which he or she executes; (b) to such individual's knowledge all limited liability company action necessary for such Party to execute and perform the terms of this Assignment have been duly taken by such party; and (c) to such individual's knowledge, no other consent, signature and/or authorization is necessary for such party to enter into and perform the terms of this Assignment except as specifically contemplated and set forth herein.

6. Terms not otherwise defined herein have the meaning ascribed to them in the Development Agreement or the Development Documents, as applicable. This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more such counterparts by each of the parties hereto. This Assignment shall be binding upon, and shall inure to the benefit of, the parties and their respective successors and assigns.

[Remainder of page left intentionally blank; signature page to follow]

IN WITNESS WHEREOF, this Assignment is executed as of the Effective Date.

ASSIGNOR:

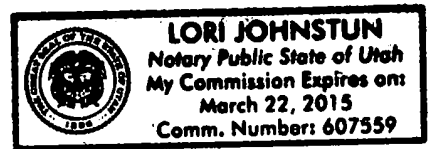
**PETERSON DEVELOPMENT COMPANY, L.L.C., a
Utah limited liability company**

By: *[Signature]*
Name: Barrett Peterson
Title: Manager

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

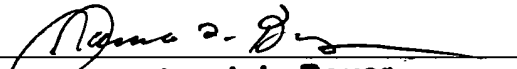
The foregoing instrument was acknowledged before me this 10 day of December 20 12
by Barrett Peterson a Manager of Peterson Development Company,
L.L.C., a Utah limited liability company.

[Signature]
Notary Public



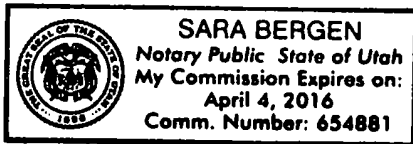
ASSIGNEE:

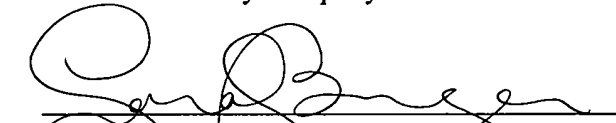
BOYER LONEVIEW, L.C., a Utah limited liability, by its
Manager, The Boyer Company, L.C., a Utah limited liability
company

By: 
Name: **Jacob L. Boyer**
Title: **Manager**

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 5th day of December, 2012,
by Jacob L. Boyer, a manager of The Boyer Company, L.C., a Utah limited liability and
the Manager of Boyer Loneview, L.C., a Utah limited liability company.




Notary Public

CITY:

WEST JORDAN CITY, a municipality and political subdivision of the State of Utah

By: RD
Name: Richard L. Davis
Title: City Manager



STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 8 day of March, 2013 by Richard L. Davis, the City Manager of West Jordan City, a municipality and political subdivision of the State of Utah..

Melanie Briggs
Notary Public



AGREEMENT TO GUARANTY OBLIGATIONS:

The Boyer Company, L.C. ("Boyer") acknowledges that it has received a copy of the foregoing Assignment and the Development Agreement referenced therein and that Boyer will Guaranty to the City the Assignee's performance of the Assignee's obligations to the City arising under the Development Agreement with respect to the Property, and no other real property that is the subject of such Development Agreement.

The Boyer Company, L.C., a Utah limited liability company,

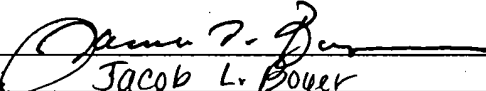
By: 
Name: Jacob L. Boyer
Title: Manager

Exhibit A
To
Assignment of Development Agreement

Development Agreement

[See document attached hereto]