2822220 BK 6096 PG 1296

When Recorded, Mail To: LF BUNGALOWS, LLC 4505 South Wasach Blvd. Ste 130 SALT LAKE CITY, UT 84124 E 2822220 B 6096 P 1296-1299
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
9/5/2014 4:33:00 PM
FEE \$16.00 Pgs: 4
DEP eCASH REC'D FOR COTTONWOOD TITLE IN

ASSIGNMENT

CTIH-72843-AF

MTO-9433DAV

THIS AGREEMENT AND ASSIGNMENT ("Assignment") executed by and between SOLSTICE HOMES, LLC, hereinafter referred to "Assignor", and LF BUNGALOWS, LLC hereinafter referred to as "Assignee", is being executed under the following terms and conditions.

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

1. Assignor does hereby assign, to the Assignee, any and all rights, title and interest, in and to the following described document:

Joint Development Agreement, executed by and between Noel Gill and Beth Gill and Solstice Homes, recorded May 7, 2014, as Entry No. 2802515: on file and of record in the office of the DAVIS County, Utah Records; and being secured by the following described real property; to-wit:

See Exhibit "A" attached hereto, and by this reference made a part of hereof.

Tax Parcel No. 08-089-0073

- 2. Assignor has delivered to, and the Assignee has received, copies of any and all documents or interests being assigned herein; and both parties acknowledge and accept the terms and conditions as contained therein; and if available, has been attached hereto, and made a part of this Assignment.
- 3. Assignor does hereby certify there are no other terms or conditions; verbal or otherwise, with any other parties, other than those specific conditions contained within the Agreement being assigned.
- 4. Assignor does hereby certify, warranty, and guarantee that the terms, conditions, and/or documents being assigned herein, are in full force and effect, and have not been modified or terminated.
- 5. Assignor and Assignee understand and agree that the general terms and conditions contained within the document, if applicable, shall be considered a part of this assignment, as to the affects, if any, on the Assignor and Assignee herein.
- 6. This Assignment may not be amended or modified, except in a writing executed by all parties hereto. This Assignment shall bind and inure to the benefit of Assignor and Assignee. If either party hereto shall bring an action, whether in suit or otherwise, to enforce the terms of this Assignment, including appeals, the prevailing party in such action shall be entitled to promptly receive reasonable attorney's fees and costs from the unsuccessful party, in addition to any other relief awarded or sought.

THIS DOCUMENT MAY BE SIGNED IN COUNTERPART
AND WHEN COMBINED SHALL BE IN FULL FORCE AND EFFECT AS ONE

DATED: September 4, 2014

IN WITNESS WHEREOF, the undersigned parties to this Assignment have hereunto signed their names in agreement to the terms and conditions as contained herein, the date and year first above written.

SOLSTICE HOMES, LLC

By: ASSIGNOR

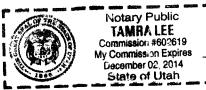
LF BUNGALOWS, LLC.

By: Signed in courterpart

THIS DOCUMENT MAY BE SIGNED IN COUNTERPART
AND WHEN COMBINED SHALL BE IN FULL FORCE AND EFFECT AS ONE

STATE OF UTAH) :ss COUNTY OF SALT LAKE)

On the September 4, 2014 personally appeared before me, a Notary Public, Chris Ensign, who being first duly sworn, did say that he is the Managing Member of SOLSTICE HOMES, LLC who being first duly sworn, did say that the within and foregoing instrument was signed in behalf of said Assignors, and duly acknowledged to me that they executed the same.



NOTARY PUBLIC

STATE OF UTAH) :ss
COUNTY OF SALT LAKE)

On the September 4, 2014 personally appeared before me, a Notary Public, ______, who being first duly sworn, did say that he is the Managing Member of LF BUNGALOWS, LLC who being first duly sworn, did say that the within and foregoing instrument was signed in behalf of said Assignors, and duly acknowledged to me that they executed the same.

NOTARY PUBLIC

DATED: September 4, 2014

IN WITNESS WHEREOF, the undersigned parties to this Assignment have hereunto signed their names in agreement to the terms and conditions as contained herein, the date and year first above written.

SOLSTICE HOMES, LLC
By:ASSIGNOR
LF BUNGALOWS, LLC.
ASSIGNEE ASSIGNEE
THIS DOCUMENT MAY BE SIGNED IN COUNTERPART AND WHEN COMBINED SHALL BE IN FULL FORCE AND EFFECT AS ONE
STATE OF UTAH):ss
COUNTY OF SALT LAKE)
On the September 4, 2014 personally appeared before me, a Notary Public, Chris Ensign, who being first duly sworn, did say that he is the Managing Member of SOLSTICE HOMES, LLC who being first duly sworn, did say that the within and foregoing instrument was signed in behalf of said Assignors, and duly acknowledged to me that they executed the same.
MOTARY PUBLIC
STATE OF UTAH)
COUNTY OF SALT LAKE)
On the September 4, 2014 personally appeared before me, a Notary Public, Maxwell House how being first duly sworn, did say that he is the Managing Member of LF BUNGALOWS, LLC who being first duly sworn, did say that the within and foregoing instrument was signed in behalf of said Assignors, and duly acknowledged to me that they executed the same.
CORTLUND G. ASHTON NOTARY PUBLIC-STATE OF UTAH COMMISSION# 611941 COMM. EXP. 07-25-2015 COMM. EXP. 07-25-2015
Maxwell Hunter, Manager of Legacy Fields Land, LLC, as Managing Member of LF Bungalows, LLC, A Utah Limited Liability Company

EXHIBIT "A"

Beginning North 57.76 feet, more or less, from the Southeast corner of Lot 6, Block 6, Plat A, Farmington Town Site Survey, said point being on the North line of property conveyed in Warranty Deed recorded 11/13/2009, as Entry No 2493202 in Book 4901 at Page 653, thence along said line North 89° 35′ 30″ West 123.75 feet, thence North 79.24 feet, thence East 7 1/2 rods, thence South 79.24 feet to the point of beginning. Situate in the Southeast quarter of Section 24, Township 3N, Range 1W Salt lake Base and Meridian.

Also:

Beginning at the Northeast corner of the South 1/2 of Lot 6, Block 6, Plat A, Farmington Town Site Survey, said point being also North 89° 53' 30" East 50.85 feet along the Section line & North 0° 30' East 121.07 feet along the centerline of 200 West Street to a Monument & North 89° 35' 30" West 601.75 feet along the centerline of State Street & South 0° 24' 30" West 294.50 feet along the centerline of 300 West Street as established from the improvements & North 89° 35' 30" West 49.50 feet from the East quarter corner of Section 24, Township 3N, Range 1W, Salt Lake Base and Meridian, & running thence South 89° 35' 30" East 19.00 feet, thence Southerly & parallel 11.50 feet West of the curb & gutter on said 300 West Street in the following two courses: South 0° 24' 30" West 79.24 feet, more or less, to a point on the North line of property conveyed in Warranty Deed recorded 11/13/2009 as Entry No 2493202 in Book 4901 at Page 653, thence along said line North 89° 35' 30" West 13.51 feet, more or less, to a point South 0° 24' 30" West from the point of beginning, thence North 0° 24' 30" East 79.24 feet along the East line of Block 6, Plat A Farmington Town Site Survey to the point of beginning.

Tax Parcel No. 08-089-0073