

Tax ID No. 19-000-0-3001 through -3026

After recording return to:
Hansen Black Anderson Ashcraft PLLC
3051 W. Maple Loop Drive, Suite 325
Lehi, Utah 84043

Ent: 415637 - Pg 1 of 5
Date: 7/14/2015 4:55:00 PM
Fee: \$43.00
Filed By: eCASH
Jerry M. Houghton, Recorder
Tooele County Corporation
For: Meridian Title Company

**ASSIGNMENT OF DEVELOPER'S RIGHTS
UNDER DEVELOPMENT AGREEMENT
FOR
COPPER CANYON P.U.D. SUBDIVISION**

(a Residential Community in Tooele, Tooele County, State of Utah)

THIS ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER DEVELOPMENT AGREEMENT FOR COPPER CANYON P.U.D. SUBDIVISION ("Assignment") is made effective as of July 9, 2015, by and between PHOENIX OF COPPER CANYON, LLC, a Utah limited liability company (the "Assignor"); and BACH LAND AND DEVELOPMENT, LLC, a Utah limited liability company, whose office address is 11650 S. State St., Suite 300, Draper, UT 84020 (the "Assignee").

RECITALS:

A. Assignor is the "Developer" under that certain DEVELOPMENT AGREEMENT FOR COPPER CANYON P.U.D. (2012), dated April 13, 2012 ("Development Agreement"), between Assignor and Tooele City Corporation (the "City") in connection with that certain real property located in Tooele County, Utah, known generally as "COPPER CANYON P.U.D.", and legally described on Exhibit A attached hereto.

B. Pursuant to that certain Real Estate Purchase Contract with an offer reference date of September 8, 2014, between Assignor, as seller, and Assignee, as buyer (the "REPC"), Assignee has acquired the Phase 3 Property consisting of approximately 26 single family residential undeveloped lots.

C. The Tooele City Council has approved Assignor's assignment of its rights as "Developer" under the Development Agreement to Assignee so that Assignee is authorized to proceed with development of Phase 3 and other additional phases of Copper Canyon P.U.D.

D. The parties desire to evidence the assignment of Assignor's rights as the developer under the Development Agreement by the recordation of this Assignment.

NOW, THEREFORE, in consideration of the premises, and for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and, by this reference, are hereby incorporated into this Assignment as if fully set forth herein.

2. ASSIGNMENT. Assignor does hereby grant, assign, transfer and set over unto Assignee all of Assignor's rights, title and interests as the "Developer" under the Development Agreement.

3. ACCEPTANCE. The Assignee hereby accepts the assignment set forth above and assumes all liabilities and/or obligations as the "Developer" under the Development Agreement. The Assignee agrees to indemnify, defend and hold Assignor harmless from any claims, damages, losses, lawsuits, liabilities, demands, or actions arising out of or related to the Development Agreement.

4. DEVELOPER DEFINED. By virtue of this Assignment, Assignee shall hereby constitute the "Developer" under the Development Agreement for all purposes and for all of the land described in the Development Agreement, and Assignor shall not have any right, title, or interest thereunder as Developer, and all such right, title, and interest shall be vested in Assignee.

5. NOTICE. Any notices required to be given under the Development Agreement to the "Developer" under the Development Agreement shall be given to Assignee at the address set forth for Assignee in the initial paragraph of this Assignment.

[signatures on following page]

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

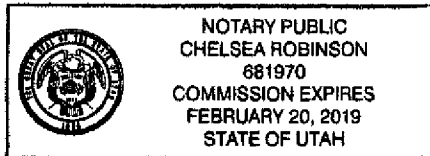
"ASSIGNOR"

PHOENIX OF COPPER CANYON, LLC

By: [Signature]
Name: Shan Rindlisbacher
Title: M.M.

STATE OF UTAH)
) ss.
County of Utah-Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of July, 2015, by Shan Rindlisbacher the managing member of Phoenix of Copper Canyon, LLC, on behalf of such company.



[Signature]
Notary Public

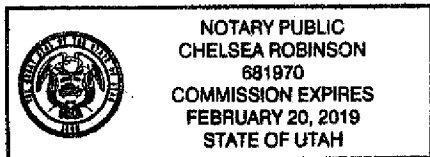
"ASSIGNEE"

BACH LAND AND DEVELOPMENT, LLC, a Utah limited liability company

By: [Signature]
Printed Name: Greg Rindlisbacher
Title: Managing Member

STATE OF UTAH)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 13th day of July, 2015, by Greg Rindlisbacher as an authorized representative of Bach Land and Development, LLC.



Chelsea Robinson
Notary Public

EXHIBIT A
REAL PROPERTY SUBJECT TO DEVELOPMENT AGREEMENT

Certain real property located in Tooele, Tooele County, Utah, legally described as follows:

COPPER CANYON

BEGINNING AT A POINT ON THE WEST LINE OF THE COPPER CANYON PUD PHASE 2 AS RECORDED IN THE OFFICIAL RECORDS OF THE TOOELE COUNTY RECORDER'S OFFICE, SAID POINT BEING 1914.63 FEET SOUTH 89°42'47" WEST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION AND 302.98 FEET SOUTH 00°17'13" EAST FROM THE NORTH QUARTER CORNER OF SECTION 21, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE MERIDIAN AND RUNNING THENCE ALONG THE WEST LINE OF SAID COPPER CANYON PUD PHASE 2 THE FOLLOWING 23 COURSES; (1) SOUTH 00°17'11" EAST 243.85 FEET; (2) NORTH 89°42'49" EAST 13.61 FEET; (3) SOUTH 00°17'11" EAST 50.13 FEET; (4) SOUTH 18°20'58" EAST 57.90 FEET; (5) SOUTH 27°33'11" EAST 346.13 FEET; (6) SOUTH 62°26'49" WEST 5.00 FEET; (7) SOUTH 27°33'11" EAST 175.00 FEET; (8) SOUTH 62°26'49" WEST 7.35 FEET; (9) SOUTH 27°33'11" EAST 39.80 FEET; (10) NORTH 62°26'23" EAST 635.72 FEET; (11) NORTH 62°05'22" EAST 37.47 FEET; (12) NORTH 67°37'51" EAST 60.28 FEET; (13) NORTH 71°13'13" EAST 180.99 FEET; (14) NORTH 65°29'49" EAST 86.29 FEET; (15) NORTH 62°26'49" EAST 194.56 FEET; (16) SOUTH 27°33'11" EAST 100.00 FEET; (17) SOUTH 62°26'49" WEST 5.72 FEET; (18) SOUTH 27°33'11" EAST 294.39 FEET; (19) SOUTH 63°28'56" WEST 166.84 FEET; (20) SOUTH 13°18'21" WEST 96.59 FEET TO A POINT ON A 532.50 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG THE ARC OF SAID CURVE 2.64 FEET, CHORD BEARS NORTH 76°07'56" WEST 2.64 FEET; (22) SOUTH 13°43'32" WEST 60.00 FEET; (23) SOUTH 12°56'00" WEST 96.40 FEET TO A POINT ON THE NORTH LINE OF SHETLAND MEADOWS NUMBER 3 SUBDIVISION; THENCE ALONG SAID NORTH LINE OF SAID SUBDIVISION, SHETLAND MEADOWS NO.1 AND COPPER CANYON PHASE 1 AMENDED SUBDIVISION THE FOLLOWING 12 COURSES;

(1) SOUTH 89°45'29" WEST 190.87 FEET;
(2) SOUTH 70°20'08" WEST 60.20 FEET;
(3) SOUTH 62°17'39" WEST 491.45 FEET;
(4) SOUTH 63°18'55" WEST 86.67 FEET;
(5) SOUTH 62°17'39" WEST 29.92 FEET;
(6) SOUTH 63°18'51" WEST 382.01 FEET;
(7) SOUTH 62°05'46" WEST 95.75 FEET;
(8) SOUTH 62°05'22" WEST 403.05 FEET;
(9) SOUTH 57°43'23" WEST 139.50 FEET;
(10) SOUTH 57°43'59" WEST 60.00 FEET;
(11) SOUTH 57°43'24" WEST 522.41 FEET;
(12) SOUTH 56°52'20" WEST 335.68 FEET; THENCE SOUTH 89°41'54" WEST 951.62 FEET; THENCE NORTH 00°08'31" WEST 579.25 FEET MORE OR LESS TO THE SOUTHEAST RIGHT OF WAY LINE OF THE UNION PACIFIC RAIL ROAD; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 43°55'20" EAST 2134.32 FEET TO A POINT ON A 553.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG THE ARC OF SAID CURVE 441.96 FEET, CHORD BEARS NORTH 66°49'04" EAST 430.29 FEET; THENCE NORTH 89°42'49" EAST 213.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 89.26 ACRES.