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Jerry M. Houghton, Recorder
Tooele County Corporation
For: First American - Salt Lake Escrow

When Recorded, Return to:
Christopher F. Robinson
Manager
Saddleback Pastures, L.C.
P.O. Box 540478
North Salt Lake, UT 84054
File #: 5757252

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

Tooele County Tax Parcel Nos.: 04-071-0-0022, 04-071-0-0025, 05-016-0-0005, 05-016-0017, and 05-016-0-0026

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into this 3rd day of November, 2016 (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 and collectively with the 1998 Agreement and the First Amendment 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, pursuant to Sections 2 and 3(b) of the Release, Assignor has "banked" certain open space (the "Banked Open Space") which was created by that

certain Green Ravine Conservation Easement dated August 30, 2001, and recorded October 4, 2001, as Entry No. 170013 in Book 707 beginning at Page 798 in the Recorder's Office.

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 "Property"), which Property is a portion of the Lands and which 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 3* (the "Subdivision").

WHEREAS, pursuant to Section 9 of the 1998 Agreement, Assignor has the right to transfer its rights and obligations under the Development Agreement as to portions of the Lands to other developers.

WHEREAS, the Parties desire to enter into this Agreement in order to transfer Assignor's rights and obligations under the Development Agreement with respect to the Property to Assignee, in order for Assignee to develop the Subdivision.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 Property in order for Assignee to develop the Subdivision upon the Property, including the right to use eight point four nine eight (8.498) acres of Banked Open Space in order to satisfy the requirement of Section 4(a) of the 1998 Agreement to set aside fifty percent (50%) of property being developed pursuant to the Development Agreement as open space, and Assignee hereby accepts and assumes all of the rights and obligations of Assignor with respect to the same.

[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

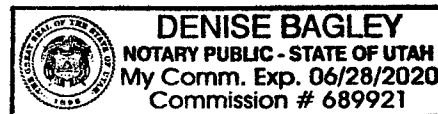
By: Christopher F. Robinson
Christopher F. Robinson, Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)

On the 3rd day of November, 2016, 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.

Denise Bagley
Notary Public

STATE OF UTAH)
)
) :ss.
COUNTY OF Davis)



On the 3rd day of November, 2016, personally appeared before me Christopher F. Robinson, the Manager of Saddleback Pastures, 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.

Denise Bagley
Notary Public

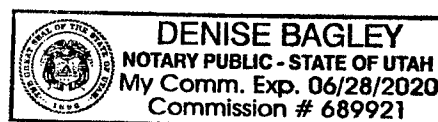


EXHIBIT "A"

Pastures at Saddleback P.U.D. Plat 3

Beginning at a point which lies South 00°23'14" West along the section line 351.04 feet and West 813.71 feet from the North Quarter Corner of Section 1, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah, (basis of bearing being South 00°23'14" West between the North Quarter Corner and South Quarter Corner of Section 1, T2S, R4W), said point also being on the westerly right-of-way line of the Union Pacific Railroad, and running thence North 89°28'52" West 360.84 feet; thence South 89°33'47" West 347.43 feet; thence northerly along the arc of a 464.00 foot radius non-tangent curve to the right, the center of which bears North 83°08'47" East, through a central angle of 00°47'03", a distance of 6.35 feet; thence North 06°04'10" West 67.50 feet; thence South 83°56'13" West 66.00 feet; thence North 89°28'52" West 163.71 feet; thence North 24°35'12" West 88.11 feet; thence North 10°49'35" West 343.96 feet; thence North 39°21'29" West 70.00 feet; thence northeasterly along the arc of a 540.00 foot radius non-tangent curve to the right, the center of which bears South 39°21'29" East, through a central angle of 13°57'09", a distance of 131.50 feet; thence North 04°10'12" West 728.31 feet; thence North 02°05'40" West 121.40 feet; thence easterly along the arc of a 230.00 foot radius non-tangent curve to the right, the center of which bears South 26°37'37" East, through a central angle of 24°31'58", a distance of 98.48 feet; thence North 87°54'20" East 34.50 feet; thence northeasterly along the arc of a 20.00 foot radius tangent curve to the left, the center of which bears North 02°05'40" West, through a central angle of 90°00'00", a distance of 31.42 feet; thence North 87°54'20" East 66.00 feet; thence southeasterly along the arc of a 20.00 foot radius non-tangent curve to the left, the center of which bears North 87°54'20" East, through a central angle of 90°00'00", a distance of 31.42 feet; thence North 87°54'20" East 260.00 feet; thence northeasterly along the arc of a 20.00 foot radius tangent curve to the left, the center of which bears North 02°05'40" West, through a central angle of 90°00'00", a distance of 31.42 feet; thence North 87°54'20" East 434.81 feet more or less to said westerly right-of-way line of the Union Pacific Railroad; thence along said right-of-way line the following three (3) courses and distances: 1) South 01°27'29" East 1,174.14 feet to the north line of the Northwest Quarter said Section 1, 2) South 89°24'10" East along the section line 50.00 feet, and 3) South 01°27'23" East 359.92 feet to the point of beginning.

Containing 1,419,244 Square Feet or 32.58 Acres, 47 Lots, 3 Open Space Parcels, and 4 streets.

Tooele County Tax Parcel Nos.: 04-071-0-0022, 04-071-0-0025, 05-016-0-0005, 05-016-0017, and 05-016-0-0026