

WHEN RECORDED, MAIL TO:

WF 2 Utah, LLC
clo DAI Partners
1099 West South Jordan Pkwy
South Jordan, UT 84095

**ASSIGNMENT OF ANNEXATION AND MASTER DEVELOPMENT AGREEMENT
FOR THE SPRINGS MASTER PLANNED COMMUNITY**

THIS ASSIGNMENT OF ANNEXATION AND MASTER DEVELOPMENT AGREEMENT FOR THE SPRINGS MASTER PLANNED COMMUNITY (this "Assignment") is made as of the 12 day of September, 2017, by and between WESTERN STATES VENTURES, LLC, a Utah limited liability company ("Assignor"), and WF 2 Utah, LLC, a Delaware limited liability company ("Assignee").

Recitals

A. In connection with its conveyance of the real property legally described in Exhibit A attached hereto (the "Real Property") to Assignee, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to that certain Annexation and Master Development Agreement for the Springs Master Planned Community, dated April 21, 2015 (the "Agreement"), by and between Assignor and the City of Saratoga Springs, a political subdivision of the State of Utah (the "City").

Assignment

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby transfers, grants, conveys and assigns to Assignee all of Assignor's right, title and interest in and to the Agreement. Assignee hereby assumes all liability and agrees to be bound by and perform all terms and obligations of Assignor under the Agreement.

2. Indemnity by Assignor. Assignor agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignee as a result of or in connection with any liabilities or obligations under the Agreement relating to periods prior to the date hereof.

3. Indemnity by Assignee. Assignee agrees to indemnify, defend and hold harmless Assignor from and against any and all claims, damages, liabilities, losses, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) asserted against or suffered or incurred by Assignor as a result of or in connection with any liabilities or obligations under the Agreement relating to periods from and after the date hereof.

4. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed a duplicate original.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

ASSIGNOR:

WESTERN STATES VENTURES, LLC, a Utah limited liability company

By: Nathan Brockbank
Name: Nathan Brockbank
Its: manager

ASSIGNEE:

WF 2 Utah, LLC a Delaware limited liability company
BY DAY SPRINGS, LLC IS MANAGING MEMBER

By: [Signature]
Name: Bryan J. Flamm
Its: Manager

CONSENT BY CITY

City hereby consents to and approves the execution and delivery of the above Assignment. This consent shall not be deemed to extend to any further assignment.

CITY OF SARATOGA SPRINGS

[Signature]
By: Mark Christensen
Its: City Manager



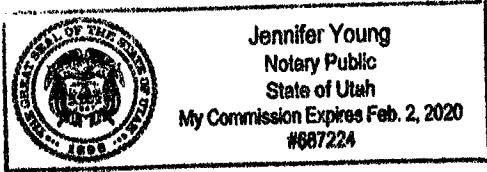
Attest:
[Signature]
City Recorder

STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12 day of September, 2017, by Nathan Brockbank, the manager of WESTERN STATES VENTURES, LLC, a Utah limited liability company.



NOTARY PUBLIC

Jennifer Young

My commission expires:

Feb 20, 2020

STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12 day of September, 2017, by Bryan Flamm, the Manager of WF 2 Utah, LLC, a Delaware limited liability company.

NOTARY PUBLIC

Diane G Kunz



My commission expires:

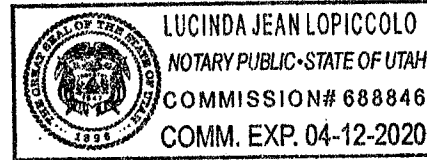
11-16-2019

STATE OF Utah)
: ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 13 day of September, 2017, by Mark Christensen, the City Manager of the City of Saratoga Springs, Utah.

NOTARY PUBLIC

Lucinda Lopiccio



My commission expires:

04-12-2020

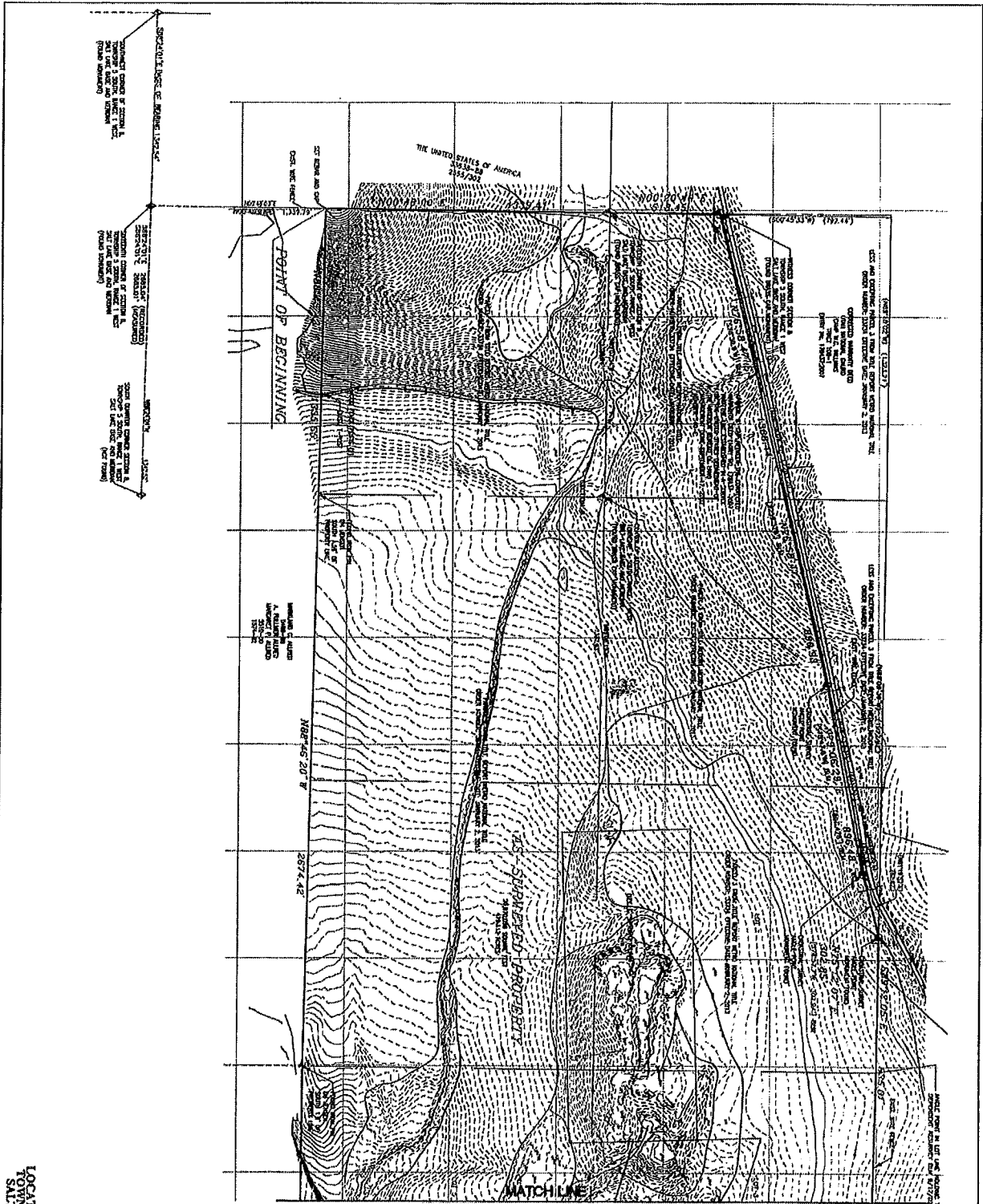
EXHIBIT A

Land situated in Utah County, State of Utah, and more particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 88°24'01" EAST 1342.54 FEET AND NORTH 00°48'03" EAST 1339.79 FEET FROM A BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°48'00" EAST ALONG THE SIXTEENTH LINE 1,339.41 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 00°20'46" EAST ALONG THE SIXTEEN LINE 518.45 FEET TO A FOUND BRASS CAP MONUMENT; THENCE NORTH 76°58'47" EAST 1,368.44 FEET; THENCE CONTINUE NORTHEASTERLY ALONG SAID LINE, A DISTANCE OF 890.93 FEET; THENCE NORTH 79°06'29" EAST 896.48 FEET; THENCE NORTH 75°12'07" EAST 302.85 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 89°12'05" EAST ALONG THE SIXTEENTH LINE 635.01 FEET; THENCE SOUTH 88°32'30" EAST ALONG THE SIXTEENTH LINE 2,587.39 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 00°33'49" EAST ALONG A QUARTER SECTION LINE 1,154.57 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 73°22'29" EAST 501.10 FEET TO A QUARTER SECTION LINE; THENCE SOUTH 89°17'49" EAST ALONG THE QUARTER SECTION LINE 2,210.38 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 00°20'44" WEST ALONG A SECTION LINE 1,993.83 FEET TO A FOUND BRASS CAP MONUMENT; THENCE SOUTH 89°51'05" WEST 1,328.71 FEET TO A SIXTEENTH LINE; THENCE NORTH 00°06'43" WEST ALONG A SIXTEENTH LINE 670.03 FEET TO A SIXTEENTH LINE; THENCE NORTH 89°36'23" WEST ALONG THE SIXTEENTH LINE 160.04 FEET; THENCE SOUTH 00°17'59" WEST 81.92 FEET; THENCE NORTH 73°21'01" WEST 292.64 FEET TO A SIXTEENTH LINE; THENCE NORTH 89°36'23" WEST ALONG A SIXTEENTH LINE 893.17 FEET; THENCE CONTINUE WESTERLY ALONG SAID LINE, A DISTANCE OF 2,634.37 FEET; THENCE NORTH 88°46'20" WEST ALONG THE SIXTEENTH LINE 2,674.42 FEET; THENCE NORTH 88°45'43" WEST ALONG THE SIXTEENTH LINE 1,335.65 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,870,098 SQUARE FEET OR 479.112 ACRES, MORE OR LESS.

See attached map



LOCATED IN ALL SECTIONS 8 AND 9
TOWNSHIP 5 SOUTH RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



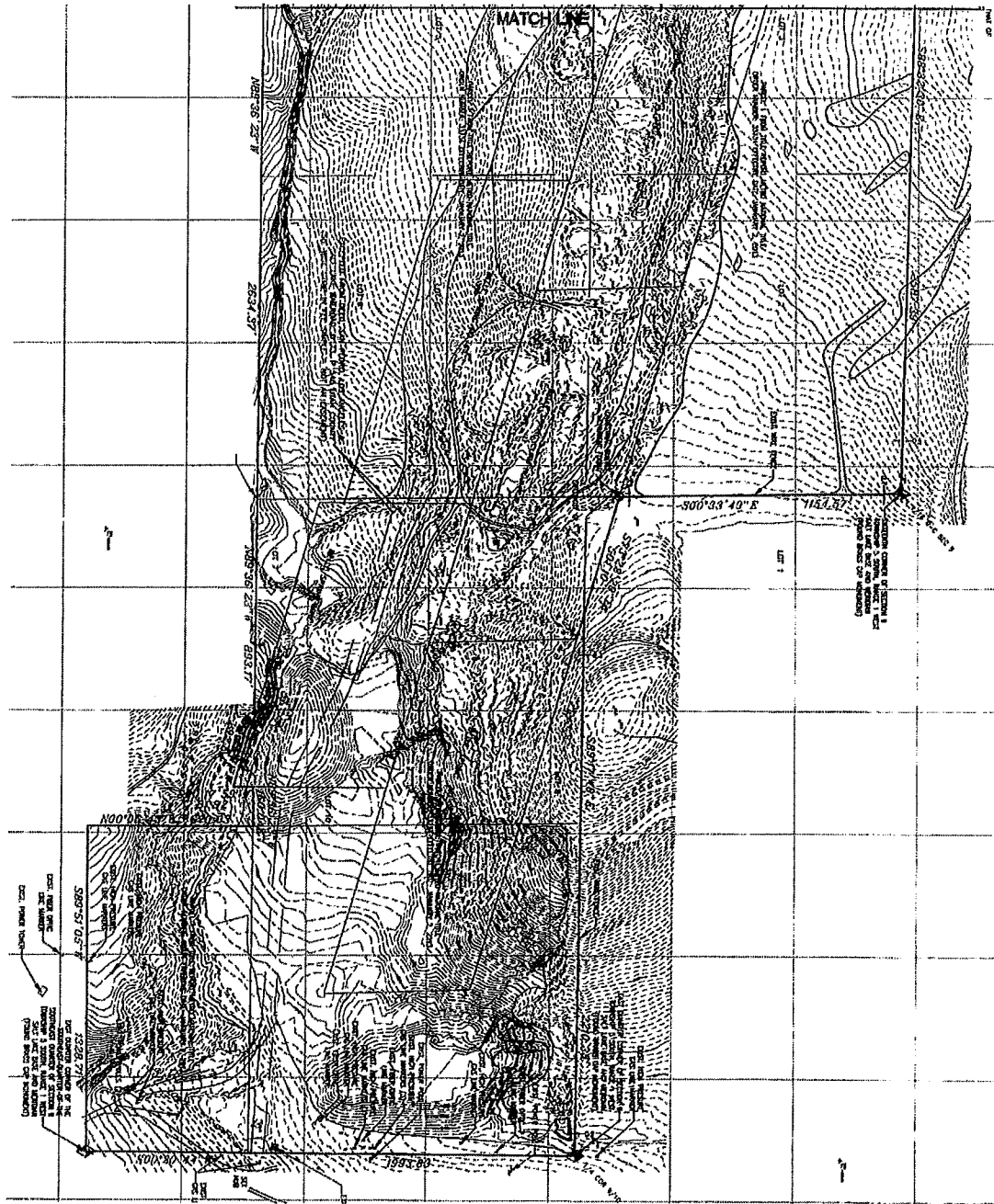
BOUNDARY SURVEY
WESTERN STATES VENTURES, LLC PROPERTY
479 ACRES IN EAGLE MOUNTAIN AREA
UTAH COUNTY, UTAH

1 OF 3

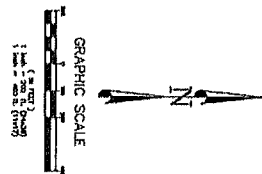
BOUNDARY SURVEY
WESTERN STATES VENTURES, LLC PROPERTY
479 ACRES IN EAGLE MOUNTAIN AREA
UTAH COUNTY, UTAH

BROMAC
Land Surveying and Engineering

8222 South Redwood Street, Suite A
West Jordan, Utah 84088
Phone: (801) 569-2410 • Fax: (801) 569-2411 • www.bromac.com



LOCATED IN ALL SECTION 8 AND 9
TOWNSHIP 5 SOUTH RANGE 1 WEST
SALT LAKE BASE AND MERIDIAN



BOUNDARY SURVEY WESTERN STATES VENTURES, LLC PROPERTY 479 ACRES IN EAGLE MOUNTAIN AREA UTAH COUNTY, UTAH	BROMAC Land Surveying and Engineering <small>6700 South River Road, Suite 200, West Jordan, UT 84088 Phone: (801) 552-2211 Fax: (801) 552-2211 www.bromacsurvey.com</small>	RECORDS BY: 10/12/13 JAK	TITLE: BOUNDARY SURVEY DATE: JAN. 20, 2013 SHEET NO. 2 OF 3	PROFESSIONAL ENGINEER C. SANDY MCKINLEY No. 201799 State of Utah
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