

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

GOLDMAN SACHS BANK USA
c/o Greenberg Traurig, LLP
445 Hamilton Avenue, 9th Floor
White Plains, New York 10601
Attention: Gregory P. Murphy, Esq.

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Rhonda Francis Summit County Recorder

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ASSIGNMENT OF LEASES AND RENTS

Granted By

MOUNTAIN VALLEY RANCH VENTURES, LLC, a Utah limited liability company,
(Organizational I.D. # 8740487-0160)

And

RIVERBEND RANCH VENTURES, LLC, a Utah limited liability company,
(Organizational I.D. # 8741950-0160)

To

GOLDMAN SACHS BANK USA

July 31, 2019

Location:	Tax Serial No.
~2,356 acres of raw land located near Oakley, UT also known by the street address of 4413 East Weber Canyon Road, Oakley, UT 84055 County: Summit	CD-389-LLA-1, CD-389-LLA-2, CD-389-LLA-3, CD-389-LLA-4, CD-389-LLA-5, CD-389-LLA-6, CD-389-LLA-7, CD-389-LLA-8, CD-679-LLA-9, CD-679-LLA-10, CD-679-LLA-11, CD-679-LLA-12, MO-9, MO-10, MO-11, MO-12, MO-15, MO-18, MO-19, MO-20, MO-21, MO-22, MO-33, MO-46, MO-47, MO-48
4343 East Weber Canyon Road Kamas, UT 84036 County: Summit	CD-679-A-2

PREPARED BY AND WHEN RECORDED RETURN TO:

Greenberg Traurig, LLP
 445 Hamilton Avenue, 9th Floor
 White Plains, New York 10601
 Attention: Gregory P. Murphy

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") is made as of July 31, 2019, by **MOUNTAIN VALLEY RANCH VENTURES, LLC**, a Utah limited liability company and **RIVERBEND RANCH VENTURES, LLC**, a Utah limited liability company (collectively, the "**Assignor**") in favor of **GOLDMAN SACHS BANK USA** (the "**Assignee**"). All capitalized terms not defined herein shall have the same meanings set forth in the Security Instrument (as hereinafter defined).

W I T N E S S E T H:

WHEREAS, the Assignor is obligated to Assignee in the maximum principal amount of up to **SEVENTEEN MILLION AND 00/100 DOLLARS (\$17,000,000.00)** or such amount as advanced in connection with that certain Revolving Loans (Committed Loan) Loan Agreement dated as of the date hereof among Assignor and Assignee (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time (the "**Loan Agreement**")); and

WHEREAS, it is a condition precedent to the Assignee's acceptance of the Note and the Cross Guaranty that Assignor execute and deliver this Assignment to secure the Assignor's Obligations (as that term is defined in the Security Instrument (as defined below));

WHEREAS, for the purpose of securing payment and performance of the Obligations, Assignor has delivered to Assignee that certain Deed of Trust, Security Agreement and Fixture Filing, dated the date hereof (the "**Security Instrument**"), encumbering that certain real property situated in the County of Summit, State of Utah as is more particularly described on **Exhibit A** attached hereto and all Improvements thereon (said real property and Improvements are hereinafter sometimes collectively referred to as the "**Property**"); and

WHEREAS, Assignee is requiring that Assignor further secure the performance of the Obligations by entering into this Assignment.

NOW, THEREFORE, in consideration of the Obligations and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably and unconditionally, bargain, transfer, pledge, convey, sell, assign, set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to (a) any and all leases, subleases, licenses and occupancy agreements for all or any portion of the Property now or hereafter entered into, and all extensions and renewals thereof and all guaranties thereof (the "**Leases**"); (b) any and all Rents (as hereinafter defined); (c) and any all security deposits, guarantees, letters of credit and other security held by Assignor in connection with the Leases; (d) any and all credits, rights, options, claims and causes of action in connection with the Leases and Rents; (e) any and all proceeds from the sale or other disposition of the Leases; (f) the immediate and continuing right to collect and receive and apply any Rents to the payment of the Obligations; (g) any and all awards or other payments which Assignor may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy,

insolvency or reorganization or similar proceedings involving any present or future tenant or lessee under a Lease for any portion of the Property ("**Tenant**"); (h) any and all payments made by or on behalf of any Tenant in lieu of Rent and (i) any and all rights to insurance proceeds, condemnation awards and similar payments under Leases.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, the parties hereby agree as follows:

1. **Absolute Assignment.** Assignor hereby irrevocably, absolutely, presently and unconditionally assigns to Assignee Leases and all income, rents (including, without limitation, room rents, revenues, accounts, receipts and receivables derived from the use or occupancy of all or any portion of the Improvements (as defined in the Security Instrument), and all cash or securities deposited to secure the performance by the lessees of their obligations under the Leases), issues, profits and revenues (including all oil and gas or other mineral royalties and bonuses) from the Land (as defined in the Security Instrument) and the Improvements whether paid or accruing before or after the filing by or against Assignor of any petition for relief under the Bankruptcy Code (as defined in the Security Instrument), including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, meeting rooms, banquet rooms and recreational facilities, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property or rendering of services by Assignor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others (including, without limitation, from the rental of any office space, retail space, guest rooms or other space, halls, stores, and offices, and deposits securing reservations of such space), license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales (including mini-bar revenues), service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance (collectively, the "**Rents**") and all proceeds from the sale or other disposition of the Leases, and confers upon Assignee the right to enter upon the Property and collect such Rents with or without taking possession of the Property and apply such Rents as set forth herein. In the event that anyone establishes and exercises any right to develop, bore for or mine for any water, gas, oil or mineral on or under the surface of the Property, any sums that may become due and payable to Assignor as bonus or royalty payments, and any damages or other compensation payable to Assignor in connection with the exercise of any such rights, shall also be considered Rents assigned under this Paragraph. The foregoing general assignment of Leases and Rents shall have priority over any future specific assignment of any of the Leases and the Rents to any Person other than Assignee, and shall be self operative without any further action on the part of either party.

2. **Grant of License.** Notwithstanding the provisions of Paragraph 1 of this Assignment, Assignee hereby confers upon Assignor a revocable license ("**License**") to operate and maintain the Property and to collect and retain the Rents as they become due and payable, so long as no Event of Default (as defined in the Loan Agreement) shall exist and be continuing; provided that Assignee shall not revoke such license unless an Event of Default exists. If an Event of Default has occurred and is continuing, Assignee shall have the right, which it may choose to exercise in its sole discretion, to suspend, revoke and/or terminate this License without

notice to or demand upon Assignor, and without regard to the adequacy of the security for the Obligations.

3. Application of Rents. Assignee may apply any Rents received by Assignee, after deducting the reasonable costs of collection therefrom, including, without limitation, attorneys' and management fees, in such order or priority as Assignee may determine in its sole discretion, to (a) amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as Assignee incurs in connection with the operation and management of the Property and (b) the Obligations.

4. Advances by Assignee. Any sum advanced by Assignee for any purpose authorized under the Loan Agreement or this Assignment, together with interest thereon at the Default Rate from the date advanced by Assignee until repaid by Assignor, shall promptly be due and payable to Assignee by Assignor on demand and shall constitute part of the Obligations. The execution of this Assignment constitutes and evidences the irrevocable consent of Assignor to the entry upon and taking possession of the Property and the equipment by Assignee. The exercise by Assignee of the rights granted hereunder and the collection and application of the Rents as provided herein shall not (a) be considered a waiver by Assignee of any default under the Security Instrument, (b) prevent foreclosure of any liens on the Property or (c) make Assignee liable under any of the Leases. All of Assignee's rights and privileges under the Security Instrument are expressly reserved as though this Assignment had not been entered into.

5. Rent Roll. Assignor agrees to deliver to Assignee, within five (5) business days after Assignee's request, a complete list of the Leases, the amount of security and other deposits held in connection with each Lease certified pursuant to an officer's certificate identifying the demised premises, the names of the Tenants, the Rent payable under the Leases, the date to which such Rents have been paid, the terms of the Leases, the dates of occupancy, the dates of expiration, any Rent concessions, work obligations or other inducements granted to Tenants and any renewal options. Assignor shall also deliver to Assignee within five (5) business days of Assignee's request a copy of any Lease not previously delivered to Assignee.

6. No Liability or Responsibility of Assignee. This Assignment shall not operate to place responsibility upon Assignee (a) for the management, upkeep, care, repair or control of the Property, (b) for the performance of any of the terms and conditions of any of the Leases, (c) for any waste committed on the Property by the Tenants or any other party, (d) for any dangerous or defective condition of the Property, (e) for any negligence in the management, upkeep, care, repair or control of the Property or (f) to account for Rents other than Rents that are actually received by Assignee. Except for Assignee's gross negligence or willful misconduct, Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Property or from any other act or omission of Assignee in the management, upkeep, care, repair or control of the Property.

7. Indemnity. Except for any liability of Assignee established pursuant to Paragraph 6 above, Assignor hereby indemnifies and holds Assignee harmless from and against any and all liability, loss, cost, expense or damage (collectively, "**Costs**") which may be incurred by reason of this Assignment, including, without limitation, claims, actions, suits, proceedings or demands

("Claims"): (a) of Tenants for security deposits not paid to Assignee or (b) asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Assignee incur any liability by reason of this Assignment or in defense of any Claim for any Cost, the amount paid or incurred by Assignee shall: (a) be immediately due and payable to Assignee by Assignor upon demand, (b) incur interest at the Default Rate from the date paid by Assignee until repaid by Assignor and (c) be secured by the Loan Documents.

8. Representations and Covenants of Assignor.

(a) Assignor represents and warrants to and for the benefit of Assignee that:

i) There are no Leases with respect to the Property except (i) that certain Seasonal Hunting, Gaming, and Farming Lease dated February 9, 2012 between Looking Glass Properties LLC and DKR Ranch Properties LLC, as lessor, and Doc Woolstenhulme, as lessee, (ii) that certain License Agreement between Looking Glass Properties, LLC, as licensor, and Our Family Cabin, LLC, as licensee, (iii) that certain Reciprocal License Agreement between David K. Richards, as licensor, and Frank and Joanne Noyes, as licensee, and (iv) those certain License Agreements For Winter-Time Pasture/Parking Lot Use between DKR Ranch Properties LLC, as licensor, and Jim Anderson, George P. Richards, Steve Huish and Cecilee Pria-Huish, Darrell Hart and Scott Hilton, and Sterling and Jennifer Tholen, as licensees;

ii) the copies of the Leases delivered to Assignee are true and complete, and there are no oral agreements with respect thereto;

iii) Assignor is the sole owner of the entire landlord's interest in the Leases, with full right and title to assign the same and the Rents thereunder and the Leases have not be previously assigned, transferred, pledged or hypothecated;

iv) the Leases (i) have not been altered, modified or amended in any manner except as previously disclosed in writing to Assignee, (ii) are in full force and effect and (iii) are the valid and binding obligations of Assignor and, to the knowledge of Assignor, of the Tenants thereto;

v) none of the Rents have been (i) previously assigned, pledged or hypothecated, (ii) discounted, released, waived, compromised or otherwise discharged, or (iii) with respect to Leases, prepaid for more than one (1) month in advance of the time when the same shall become due, except bona fide security deposits not in excess of an amount equal to four (4) month's rent;

vi) there are no material defaults now existing under any of the Leases by the landlord or Tenants and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases by the landlord or Tenants, except as previously disclosed in writing to Assignee;

vii) there are no offsets, claims or defenses to the payment of any portion of the Rents;

viii) any payments, free rent, partial rent, rebate of rent or other payments, credits, allowances or abatements required to be given by Assignor to any Tenant have already been received by such Tenant;

ix) all work to be performed by Assignor under each Lease has been performed as required by the respective Lease and has been accepted by the applicable Tenant thereto;

x) all security deposits are being held in accordance with Legal Requirements;

xi) Assignor has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the landlord to be observed and performed thereunder;

xii) Assignor has received no notice of early termination with respect to any Lease;

xiii) no Tenant or other party has an option or right of first refusal or offer, to purchase all or any portion of the Property;

xiv) except as set forth in each Lease, no Tenant has the right to terminate its Lease prior to expiration of the stated term of such Lease;

xv) except for Leases with respect to which Assignee and the respective Tenant have entered into a subordination agreement or a subordination, nondisturbance and attornment agreement, all existing Leases are subordinate to the Security Instrument pursuant to their terms, and

xvi) no Person has any possessory interest in, or right to occupy, the Property except under the terms of a Lease;

(b) Assignor covenants to and for the benefit of Assignee that:

i) Assignor shall give prompt written notice to Assignee of any failure of Assignor to so observe and perform, any notice of default or termination received by Assignor from any Tenant or given by Assignor to any Tenant;

ii) Assignor shall enforce the performance and observance of all covenants and conditions to be performed or observed by any Tenant or guarantor under any Lease where the failure to enforce would reasonably be expected to have a Material Adverse Effect;

iii) Assignor shall not enter into any Lease that would reasonably be expected to constitute a "ground Lease" of all or any portion of the Property;

iv) Assignor shall not, without obtaining Assignee's prior written consent, assign or transfer in any manner any future payment of the Rents or any of Assignor's rights under any Lease to any Person other than a Person lawfully succeeding, subject to the Security Instrument, to all of Assignor's right, title and interest in an to all or part of the Property;

v) Assignor shall not, except with Assignee's prior written consent, cancel or accept surrender or termination of any Lease (except for cancellation of any Lease in the exercise of Assignor's reasonable business judgment due to the Tenant's material default thereunder, provided reasonable prior written notice is provided to Assignee);

vi) Assignor shall promptly notify Assignee in writing if any Lease shall terminate in accordance with its terms without renewal or if it becomes aware of any Tenant's intent not to renew its Lease upon termination;

vii) Assignor shall not, except with Assignee's prior written consent, modify or amend any Lease;

viii) Assignor shall deliver to Assignee, within ten (10) days after request, an estoppel certificate from each Tenant under any Lease; provided that such certificate may be in the form required under such Lease;

ix) Assignor shall not enter into any future Leases, Lease renewals and/or other rental arrangements without Assignee's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and any approval sought by Assignor pursuant to this paragraph shall be deemed given if Assignee shall not respond to any written request for such approval within ten (10) Business Days of Assignee's receipt of any such request. Each such Lease shall provide that (i) such Lease is subordinate to the Security Instrument, (ii) the Tenant shall attorn to Assignee, and (iii) that any cancellation, surrender, or amendment of any such Lease without the prior written consent of Assignee shall be voidable by Assignee. Any action of Assignor enumerated in this paragraph taken without Assignee's prior written consent thereto shall be void and of no force or effect and unenforceable against the Trustee, Assignee or any purchaser at any foreclosure of the Security Instrument or grantee under any deed in lieu of such foreclosure. NOTWITHSTANDING THE FOREGOING, HOWEVER, ASSIGNEE'S APPROVAL SHALL NOT BE REQUIRED FOR FUTURE LEASES OR LEASE EXTENSIONS IF THE FOLLOWING CONDITIONS ARE SATISFIED: (A) THERE EXISTS NO EVENT OF DEFAULT; (B) THE LEASE DOES NOT CONFLICT WITH ANY RESTRICTIVE COVENANT AFFECTING THE PROPERTY OR ANY OTHER LEASE FOR SPACE IN THE PROPERTY; (C) THE LEASE SHALL PROVIDE FOR RENTAL RATES AND LANDLORD CONCESSIONS COMPARABLE TO EXISTING LOCAL MARKET RATES AND SHALL BE AN ARMS-LENGTH TRANSACTION; AND (D) THE LEASE SHALL BE TO A TENANT WHICH ASSIGNOR, IN ITS PROFESSIONAL AND COMMERCIALY REASONABLE JUDGMENT, HAS DETERMINED IS CREDITWORTHY.

x) Within thirty (30) days after Assignee's request, Assignor shall furnish to Assignee a statement of all Tenant security deposits, and copies of all Leases not previously delivered to Assignee, certified by Assignor as being true and correct.

9. Claims. At its sole cost and expense, Assignor shall appear in and defend any Claim in any manner arising out of or connected with any Lease or the obligations, duties or liabilities of the landlord or Tenants thereunder in Assignor's name and, at Assignee's request, in Assignee's name. Assignor shall pay on demand all Costs, including, without limitation, reasonable attorneys' fees and disbursements, which Assignee may incur in connection with Assignee's appearance, voluntary or otherwise, in any such Claim, together with interest thereon at the Default Rate from the date incurred by Assignee until repaid.

10. Tenants. Assignee may notify Tenants or other parties of the existence of this Assignment. Assignor does hereby specifically authorize, instruct and direct Tenants to pay all unpaid and future Rents to Assignee upon written demand from Assignee, such demand not to be exercised unless an Event of Default shall exist. Assignor hereby agrees that Tenants may rely upon such demand without any inquiry into whether there exists an Event of Default or whether Assignee is otherwise entitled to said Rents. Any such payment shall discharge the Tenant's obligation to make such payment to Assignor. Assignor hereby waives all rights and Claims it may now or hereafter have against Tenants by reason of such payment of Rents to Assignee.

11. Subsequent Leases. Each new Lease or any renewal, restatement, extension or modification of any existing Lease shall be on market terms and shall be, in all respects, subordinate to the terms, provisions and lien of the Security Instrument and this Assignment.

12. No Prejudice to Assignee. The acceptance of this Assignment and the collection of the Rents by Assignee in the event the License is revoked shall be without prejudice to Assignee.

13. Receiver. Upon application to a court of competent jurisdiction, Assignee shall be entitled, as a matter of absolute right, to the appointment of a receiver to obtain and secure the rights and benefits intended to be provided to Assignee hereunder, without regard to the adequacy of the security under the Security Instrument and without further notice.

14. Remedies Cumulative. The rights of Assignee hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise.

15. Release. This Assignment shall be in full force and effect continuously from the date hereof until (a) final judgment of foreclosure; or (b) the indefeasible payment in full of the Obligations and release of the Security Instrument.

16. Construction. This Assignment shall not be construed as: (a) making Assignee a mortgagee-in-possession; (b) subordinating the Security Instrument to any Lease; provided, however, that any action or proceeding by Assignee to foreclose its liens encumbering the Property, enforce any other remedy contained in the Obligations Instrument or take any action by way of entry into possession after an Event of Default shall not operate to terminate any Lease unless Assignee so elects in writing; or (c) constituting or evidencing any payment on account of the Security Instrument. The Security Instrument shall be reduced only to the extent of cash payments applied by Assignee in reduction of the Obligations.

17. Successors and Assigns. This Assignment shall be binding upon Assignor, and its successors, assigns, heirs, executors and personal representatives, and shall inure to the benefit of Assignee and all subsequent holders of this Assignment and their respective officers, directors, employees, shareholders, agents, successors and assigns.

18. No Third Party Beneficiary. Nothing in this Assignment, whether express or implied, shall be construed to give any person (other than the parties thereto and their permitted successors and assigns as expressly provided therein) any legal or equitable right, remedy or claim under or in respect of this Assignment or any covenants, conditions or provisions contained herein or therein.

19. Modification. Neither this Assignment, nor any of the provisions contained herein, shall be altered, modified, amended, waived, extended, changed, discharged or terminated orally or by any act on the part of the Assignor or Assignee, but only by a writing signed by the party against whom enforcement of such alteration, modification, amendment, waiver, extension, change, discharge or termination is sought.

20. Covenants Run with the Land. The grants, covenants, terms, provisions and conditions of this Assignment shall run with the land.

21. Liability. If Assignor consists of more than one person, the obligations and liabilities of each such person under this Assignment shall be joint and several.

22. Notices. Any notice, demand, consent, approval, request or other communication or document to be provided hereunder or under any applicable law pertaining hereto to a party hereto shall be in writing and duly given if delivered pursuant to Section 8.12 of the Loan Agreement.

23. No Waivers by Assignee. No delay or omission of Assignee in exercising any right or power accruing upon any default under this Assignment shall impair any such right or power or shall be construed to be a waiver of any default under this Assignment or any acquiescence therein, nor shall any single or partial exercise of any such right or power or any abandonment or discontinuance of steps to enforce such right or power, preclude any other or further exercise thereof or the exercise of any other right or power. Acceptance of any payment after the occurrence of a default hereunder or under the Security Instrument shall not be deemed to waive or cure such default under this Assignment or such other Loan Document; and every power and remedy given by this Assignment or any other Loan Document to Assignee may be exercised from time to time as often as may be deemed expedient by Assignee. Assignor hereby waives any right to require Assignee at any time to pursue any remedy in Assignee's power whatsoever.

24. Severability. Whenever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid or unenforceable under the applicable law of any jurisdiction with respect to any person or circumstance, such provision shall be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating the remaining provisions of this Assignment or affecting the validity or enforceability of such provisions in any other jurisdiction or with respect to other persons or circumstances. To the extent permitted by applicable law, the parties to this Assignment hereby

waive any provision of law that renders any provision herein prohibited, invalid or unenforceable in any respect.

25. Governing Law. THIS ASSIGNMENT SHALL BE CONSTRUED, INTERPRETED, ENFORCED AND GOVERNED BY AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAW) AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS WITHIN UTAH, EXCEPT THE LAWS OF THE STATE OF NEW YORK AND THE LAWS OF THE UNITED STATES APPLICABLE TO TRANSACTIONS WITHIN NEW YORK SHALL GOVERN THE CONSTRUCTION, INTERPRETATION, ENFORCEMENT AND GOVERNANCE OF THE LOAN AGREEMENT, THE GUARANTY AND THE OTHER LOAN DOCUMENTS AND THE INDEBTEDNESS SECURED HEREBY AND THEREBY. The Assignor consents that the Assignee may effect any service of process in the manner and at the Assignor's address set forth above in the Section entitled "Notices" for providing notice or demand; provided, however, the Assignor agrees that nothing contained herein will prevent the Assignee from bringing any action, enforcing any award or judgment or exercising any rights against the Assignor individually, against any of the Property or against any other property of the Assignor within any other county, state or other foreign or domestic jurisdiction. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Assignor acknowledges and agrees that the venue provided above is the most convenient forum for the Assignor and the Assignee and the Assignor waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Assignment.

26. Counterparts. This Assignment may be executed in any number of separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which, collectively and separately, shall constitute one and the same Assignment. All signatures need not be on the same counterpart.

27. This Assignment is subject to Chapter 26 of Title 57 of the Utah Code Annotated.

**[NO FURTHER TEXT ON THIS PAGE/
SIGNATURE PAGES FOLLOW]**

EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

BEGINNING AT A POINT SOUTH 715.18 FEET AND WEST 693.69 FEET SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 00°59'46" EAST 1882.06 FEET; THENCE NORTH 88°12'10" EAST 1904.10 FEET; THENCE SOUTH 00°34'23" EAST 2452.18 FEET; THENCE SOUTH 85°51'54" WEST 443.75 FEET; THENCE SOUTH 47°04'54" WEST 202.06 FEET; THENCE SOUTH 88°21'26" WEST 2053.15 FEET; THENCE NORTH 00°49'19" WEST 2597.45 FEET; THENCE NORTH 00°23'48" WEST 1901.70 FEET; THENCE NORTH 89°42'31" EAST 732.90 FEET TO BEGINNING.

PARCEL 2:

BEGINNING AT A POINT SOUTH 1011.93 FEET AND WEST 54.74 FEET SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 66°04'50" EAST 661.23 FEET; THENCE NORTH 11°04'31" EAST 157.12 FEET; THENCE SOUTH 75°14'35" EAST 84.32 FEET; THENCE NORTH 80°23'58" EAST 263.27 FEET; THENCE NORTH 67°48'52" EAST 424.91 FEET; THENCE NORTH 82°33'31" EAST 309.19 FEET; THENCE NORTH 86°46'18" EAST 195.26 FEET; THENCE NORTH 66°06'00" EAST 294.66 FEET; THENCE NORTH 52°34'18" EAST 150.00 FEET; THENCE NORTH 00°11'25" WEST 186.92 FEET; THENCE NORTH 88°54'54" EAST 1679.92 FEET; THENCE SOUTH 00°09'57" WEST 2528.16 FEET; THENCE SOUTH 88°12'10" WEST 4539.38 FEET; THENCE NORTH 00°59'46" WEST 1429.22 FEET; THENCE NORTH 89°42'26" EAST 282.58 FEET; THENCE SOUTH 23°55'10" EAST 342.78 FEET; THENCE NORTH 66°04'50" EAST 381.24 FEET; THENCE NORTH 23°55'10" WEST 342.78 FEET TO BEGINNING.

PARCEL 3:

BEGINNING AT A POINT SOUTH 88°36'27" WEST 101.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 88°45'33" WEST 908.72 FEET; THENCE NORTH 69°58'22" EAST 27.40 FEET; THENCE NORTH 43°24'28" EAST 142.62 FEET; THENCE NORTH 62°10'22" EAST 81.42 FEET; THENCE NORTH 76°27'36" EAST 170.25 FEET; THENCE SOUTH 88°34'33" EAST 228.37 FEET; THENCE NORTH 47°46'28" EAST 307.74 FEET; THENCE NORTH 67°24'42" EAST 190.95 FEET; THENCE NORTH 73°01'03" EAST 327.81 FEET; THENCE NORTH 35°10'54" EAST 173.62 FEET; THENCE NORTH 14°58'47" EAST 65.67 FEET; THENCE SOUTH 79°57'45" EAST 65.79 FEET TO THE POINT OF A 671.64 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 63.52 FEET THROUGH A CENTRAL ANGLE OF 5°25'07" (CHORD BEARS SOUTH 82°40'18" EAST 63.49 FEET); THENCE SOUTH 02°19'56" WEST 719.36 FEET; THENCE SOUTH 00°45'28" EAST 840.26 FEET; THENCE SOUTH 89°14'32" WEST 520.00 FEET; THENCE NORTH 09°52'48" WEST 302.13 FEET; THENCE NORTH 00°23'54" WEST 151.66 FEET; THENCE SOUTH 89°14'32" WEST 50.00 FEET; THENCE NORTH 00°22'16" WEST 390.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

BEGINNING AT A POINT SOUTH 954.21 FEET AND EAST 525.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 00°45'28" WEST 960.26 FEET; THENCE NORTH 02°19'56" EAST 719.36 FEET TO A POINT OF A NON-TANGENT CURVE; THENCE NORTHEASTERLY ALONG A 671.64 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 304.01 (CHORD BEARS NORTH 81°39'07" EAST 301.42 FEET),

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WITH A DISTANCE 304.01 FEET; THENCE NORTH 68°41'04" EAST 178.40 FEET; THENCE NORTH 85°27'54" EAST 103.93 FEET; THENCE NORTH 68°41'04" EAST 100.00 FEET; THENCE SOUTH 00°12'05" EAST 863.06 FEET; THENCE SOUTH 00°23'47" EAST 960.00 FEET; THENCE SOUTH 89°14'32" WEST 687.50 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGINNING AT A POINT BEING WEST 706.21 FEET AND NORTH 5.41 FEET FROM SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°59'46" EAST 273.47 FEET; THENCE SOUTH 89°42'26" WEST 728.22 FEET; THENCE NORTH 00°23'47" WEST 253.39 FEET; THENCE NORTH 00°12'05" WEST 863.06 FEET; THENCE NORTH 62°58'26" EAST 123.84 FEET; THENCE SOUTH 00°02'15" EAST 124.32 FEET; THENCE EAST 313.41 FEET TO A POINT OF CURVATURE ON A 753.10 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHWESTERLY 86.07 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 19°11'36" WEST 86.02 FEET) THROUGH A CENTRAL ANGLE OF 06°32'53" TO A POINT OF CURVATURE ON A 939.04 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 317.78 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 18°47'08" WEST 316.27 FEET) THROUGH A CENTRAL ANGLE OF 19°23'22" TO A POINT OF CURVATURE ON A 1837.64 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 115.90 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 05°41'52" EAST 115.88 FEET) THROUGH A CENTRAL ANGLE OF 03°36'49" TO A POINT OF A CURVATURE ON A 72.45 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 98.17 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 46°19'29" EAST 90.83 FEET) THROUGH A CENTRAL ANGLE OF 77°38'27" TO A POINT OF CURVATURE ON A 6559.98 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 172.59 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 88°58'21" EAST 172.59 FEET) THROUGH A CENTRAL ANGLE OF 01°30'27" TO A POINT OF CURVATURE ON A 193.77 FOOT RADIUS CURVE TO RIGHT; THENCE SOUTHEASTERLY 212.62 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 52°51'22" EAST 202.11 FEET) THROUGH A CENTRAL ANGLE OF 62°52'18" TO A POINT OF CURVATURE ON A 1117.99 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 75.29 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 14°50'31" EAST 75.27 FEET) THROUGH A CENTRAL ANGLE OF 03°51'30"; THENCE SOUTH 16°46'15" EAST 15.30 FEET TO THE POINT OF BEGINNING.

PARCEL 6:

BEGINNING AT A POINT SOUTH 268.01 FEET AND WEST 701.46 FEET FROM THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°59'46" EAST 447.23 FEET; THENCE SOUTH 89°42'31" WEST 732.90 FEET; THENCE NORTH 00°23'48" WEST 447.18 FEET; THENCE NORTH 89°42'26" EAST 728.22 FEET TO BEGINNING.

PARCEL 7:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 59°30'35" WEST 1444.88 FEET; THENCE SOUTH 89°31'35" WEST 59.46 FEET; THENCE SOUTH 59°30'35" WEST 110.00 FEET; THENCE SOUTH 70°51'22" WEST 1000.00 FEET; THENCE SOUTH 89°59'53" WEST 2930.00 FEET; THENCE NORTH 00°00'31" WEST 814.08 FEET; THENCE NORTH 00°08'39" WEST 2620.61 FEET; THENCE NORTH 00°17'50" WEST 2611.99 FEET; THENCE NORTH 89°39'26" EAST 2638.98 FEET; THENCE NORTH 00°02'12" WEST 5280.45 FEET; THENCE NORTH 89°52'51" EAST 2627.48 FEET; THENCE NORTH 00°09'11" WEST 373.32 FEET; THENCE NORTH 89°48'02" EAST 1991.23 FEET; THENCE SOUTH 00°16'31" EAST 5357.81 FEET; THENCE NORTH 89°52'22" EAST 1968.84 FEET; THENCE SOUTH 00°02'15" EAST 6396.35 FEET; THENCE SOUTH 61°47'21" WEST 1240.58 FEET; THENCE NORTH 66°19'49" WEST 22.53 FEET; THENCE NORTH 50°07'17" WEST 59.07 FEET; THENCE NORTH 80°15'24" WEST 41.31 FEET; THENCE NORTH 26°53'27" WEST 22.23 FEET; THENCE NORTH 47°45'30" WEST 81.02 FEET; THENCE NORTH 75°00'00" WEST 18.45 FEET; THENCE NORTH 20°02'01" WEST 29.32 FEET; THENCE NORTH 47°49'47" WEST 37.88 FEET; THENCE NORTH 85°23'10" WEST 24.00 FEET;

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THENCE NORTH 42°46'19" WEST 42.71 FEET; THENCE NORTH 09°04'12" WEST 42.12 FEET; THENCE NORTH 26°48'18" WEST 98.53 FEET; THENCE NORTH 41.49 FEET; THENCE NORTH 40°40'24" WEST 132.00 FEET; THENCE NORTH 35°05'45" WEST 103.23 FEET; THENCE NORTH 48°25'30" WEST 25.97 FEET; THENCE NORTH 63°09'30" WEST 99.69 FEET; THENCE NORTH 18.99 FEET; THENCE NORTH 39°27'25" WEST 31.02 FEET; THENCE NORTH 27°56'06" WEST 14.07 FEET; THENCE NORTH 32°58'14" WEST 76.76 FEET; THENCE NORTH 55°03'15" WEST 20.37 FEET; THENCE NORTH 25°22'09" WEST 20.34 FEET; THENCE NORTH 60°55'52" WEST 17.76 FEET; THENCE NORTH 22°40'00" WEST 30.47 FEET; THENCE NORTH 18°03'25" EAST 22.28 FEET; THENCE NORTH 51°18'11" WEST 31.31 FEET; THENCE NORTH 27°16'12" WEST 22.61 FEET; THENCE NORTH 27°16'12" WEST 19.15 FEET; THENCE NORTH 35°48'38" WEST 40.83 FEET; THENCE NORTH 46°37'08" WEST 56.74 FEET; THENCE NORTH 42°51'19" WEST 30.63 FEET; THENCE NORTH 54°50'36" WEST 26.93 FEET; THENCE NORTH 53°38'46" WEST 24.81 FEET; THENCE NORTH 06°13'48" WEST 54.92 FEET; THENCE NORTH 09°48'50" WEST 28.43 FEET; THENCE NORTH 40°23'07" WEST 19.33 FEET; THENCE NORTH 17°24'50" EAST 70.93 FEET; THENCE NORTH 46°24'00" WEST 37.33 FEET; THENCE NORTH 27°13'32" WEST 56.81 FEET; THENCE NORTH 34°05'10" WEST 16.06 FEET; THENCE NORTH 16°01'59" WEST 16.89 FEET; THENCE NORTH 44°03'13" WEST 44.57 FEET; THENCE NORTH 19°45'41" WEST 57.77 FEET; THENCE NORTH 16°02'46" WEST 33.98 FEET; THENCE NORTH 27°17'52" WEST 45.25 FEET; THENCE NORTH 30°18'26" EAST 24.80 FEET; THENCE NORTH 38°30'13" WEST 31.92 FEET; THENCE NORTH 59°15'20" WEST 36.36 FEET; THENCE NORTH 39°22'12" WEST 24.10 FEET; THENCE NORTH 61°52'41" WEST 42.68 FEET; THENCE NORTH 44°10'25" WEST 9.86 FEET; THENCE NORTH 18°24'58" EAST 30.60 FEET; THENCE NORTH 52°13'32" WEST 30.98 FEET; THENCE NORTH 75°52'21" WEST 42.49 FEET; THENCE NORTH 34°59'01" WEST 46.04 FEET; THENCE NORTH 29°18'47" EAST 16.04 FEET; THENCE SOUTH 84°55'30" WEST 47.14 FEET; THENCE NORTH 37°36'08" WEST 41.00 FEET; THENCE NORTH 63°06'15" WEST 73.93 FEET; THENCE NORTH 43°10'43" WEST 68.11 FEET; THENCE SOUTH 87°32'31" WEST 1483.15 FEET TO BEGINNING.

LESS AND EXCEPTING THEREFROM SAID PARCEL OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 3505.67 FEET AND WEST 752.65 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE WEST 1320.00 FEET; THENCE NORTH 1320.00 FEET; THENCE EAST 1320.00 FEET; THENCE SOUTH 1320.00 FEET TO BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED BY SPECIAL WARRANTY DEED RECORDED AUGUST 22, 2012 AS ENTRY NO. 951740 IN BOOK 2143 AT PAGE 862 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A PILE OF ROCKS MARKING THE NORTH QUARTER CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 6 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00°02'12" EAST 300.00 FEET; THENCE SOUTH 65°58'23" WEST 800.00 FEET; THENCE SOUTH 12°43'45" WEST 1330.00 FEET; THENCE SOUTH 66°15'13" WEST 1750.00 TO THE WEST QUARTER CORNER OF SAID SECTION 25; THENCE NORTH 00°17'50" WEST ALONG THE WEST LINE OF SAID SECTION 25 2611.99 FEET; THENCE NORTH 89°39'26" EAST 2638.98 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 00°59'27" WEST 1738.20 FEET TO A POINT ON A 2230.86 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 136.81 FEET (CHORD BEARS SOUTH 47°53'29" WEST 136.79) WITH A CENTRAL ANGLE OF 03°30'50"; THENCE SOUTH 46°08'04" WEST 251.89 TO A POINT ON A 1915.96 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 754.07 FEET (CHORD BEARS SOUTH 57°24'34" WEST 749.21) WITH A CENTRAL ANGLE OF 22°33'00"; THENCE SOUTH 68°41'04" WEST 137.76 FEET; THENCE SOUTH 65°49'20" WEST 200.25 FEET; THENCE SOUTH 62°58'26" WEST 77.16 FEET; THENCE SOUTH 00°02'15" EAST 124.32 FEET; THENCE EAST 313.41 FEET TO A POINT ON A 753.10 FOOT RADIUS

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CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 86.07 FEET WITH A CENTRAL ANGLE OF 83°27'07" (CHORD BEARS SOUTH 19°11'36" WEST 86.02') TO A POINT ON A 939.04 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 317.78 FEET WITH A CENTRAL ANGLE OF 70°36'38" (CHORD BEARS SOUTH 18°47'08" WEST 316.27') TO POINT ON A 1837.64 FOOT RADIUS NON TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 115.90 FEET WITH A CENTRAL ANGLE OF 86°23'11" (CHORD BEARS SOUTH 5°41'52" EAST 115.88') TO A POINT ON A 72.45 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 98.17 FEET WITH A CENTRAL ANGLE OF 12°21'33" (CHORD BEARS SOUTH 46°19'29" EAST 90.83') TO A POINT ON A 6559.98 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 172.59 FEET WITH A CENTRAL ANGLE OF 1°30'27" (CHORD BEARS SOUTH 88°58'21" EAST 172.59'); THENCE TO POINT ON A 193.77 FOOT RADIUS CURVE TO THE RIGHT; THENCE ALONG SAID CURVE A DISTANCE OF 212.62 FEET WITH A CENTRAL ANGLE OF 27°07'42" (CHORD BEARS SOUTH 52°51'22" EAST 202.11') TO A POINT ON A 1117.99 FOOT RADIUS CURVE TO THE LEFT; THENCE ALONG SAID CURVE A DISTANCE OF 75.29 FEET WITH A CENTRAL ANGLE 86°8'30" (CHORD BEARS SOUTH 14°50'31" EAST 75.27'); THENCE SOUTH 16°46'15" EAST 15.30 FEET; THENCE SOUTH 00°59'46" EAST 14.47 FEET; THENCE SOUTH 00°59'46" EAST 19.88 FEET; THENCE SOUTH 52°51'34" EAST 82.51 FEET; THENCE SOUTH 73°06'33" EAST 420.00 FEET; THENCE SOUTH 46°13'54" EAST 100.29 FEET; THENCE NORTH 67°33'26" EAST 179.83 FEET; THENCE NORTH 00°23'43" WEST 201.50 FEET; THENCE NORTH 89°15'54" EAST 0.72 FEET TO BEGINNING.

PARCEL 9:

BEGINNING AT A POINT NORTH 88°38'53" EAST 4370.28 FEET THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°22'34" EAST 4048.34 FEET; THENCE SOUTH 66°21'41" WEST 46.59 FEET; THENCE SOUTH 68°22'10" WEST 423.07 FEET; THENCE NORTH 00°02'15" WEST 4225.00 FEET; THENCE SOUTH 89°42'22" EAST 412.16 FEET THE POINT OF BEGINNING.

PARCEL 10:

BEGINNING AT A POINT NORTH 88°38'53" EAST 4370.28 FEET THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°42'22" EAST 412.16 FEET; THENCE SOUTH 00°42'55" EAST 3786.56 FEET; THENCE SOUTH 51°19'59" WEST 131.15 FEET; THENCE SOUTH 59°35'34" WEST 258.81 FEET; THENCE SOUTH 66°21'35" WEST 117.06 FEET; THENCE NORTH 00°22'34" WEST 4048.34 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

BEGINNING AT A POINT NORTH 88°28'36" EAST 3958.31 FEET AND SOUTH 89°42'22" EAST 824.32 FEET FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°42'22" EAST 412.15 FEET; THENCE SOUTH 01°03'17" EAST 3400.48 FEET; THENCE SOUTH 47°54'07" WEST 145.02 FEET; THENCE SOUTH 46°09'16" WEST 268.80 FEET; THENCE SOUTH 51°19'59" WEST 161.37 FEET; THENCE NORTH 00°42'55" WEST 3786.56 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

BEGINNING AT A POINT EAST 3170.92 FEET AND NORTH 924.92 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTH 17°37'18" EAST 26.09 FEET; THENCE NORTH 05°49'38" EAST 134.80 FEET; THENCE NORTH 12°13'45" EAST 84.92 FEET; THENCE NORTH 01°35'26" EAST 176.06 FEET; THENCE NORTH 23°57'15" EAST 28.84 FEET; THENCE NORTH 30°46'45" EAST 98.74 FEET; THENCE NORTH 40°42'53" EAST 40.52 FEET; THENCE NORTH 86°30'30" EAST 113.60 FEET; THENCE SOUTH 79°38'17" EAST 69.15 FEET; THENCE NORTH 84°58'43" EAST 38.12 FEET; THENCE NORTH 75°45'55" EAST 9.94 FEET; THENCE NORTH 52°08'42" EAST 47.72 FEET; THENCE NORTH 11°20'33" WEST 30.92 FEET;

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THENCE NORTH 32°35'07" WEST 348.32 FEET; THENCE NORTH 20°00'05" WEST 50.67 FEET; THENCE NORTH 10°36'11" EAST 112.84 FEET; THENCE NORTH 10°06'34" WEST 94.07 FEET; THENCE NORTH 02°59'55" WEST 88.21 FEET; THENCE NORTH 07°01'56" EAST 63.88 FEET; THENCE NORTH 06°54'01" WEST 60.56 FEET; THENCE NORTH 01°06'01" EAST 78.27 FEET; THENCE NORTH 17°00'55" EAST 57.07 FEET; THENCE NORTH 56°15'50" EAST 9.98 FEET; THENCE NORTH 09°13'19" WEST 43.01 FEET; THENCE NORTH 32°05'36" WEST 29.05 FEET; THENCE NORTH 06°35'56" EAST 39.79 FEET; THENCE NORTH 14°26'36" WEST 36.64 FEET; THENCE NORTH 37°22'15" EAST 30.43 FEET; THENCE NORTH 00°49'02" EAST 78.16 FEET; THENCE NORTH 32°50'11" WEST 46.91 FEET; THENCE NORTH 10°36'16" EAST 38.08 FEET; THENCE SOUTH 65°51'51" WEST 35.18 FEET; THENCE NORTH 00°19'02" WEST 91.93 FEET; THENCE NORTH 00°45'02" EAST 46.71 FEET; THENCE NORTH 42°20'13" WEST 45.18 FEET; THENCE NORTH 15°24'53" WEST 28.10 FEET; THENCE NORTH 24°26'35" EAST 27.19 FEET; THENCE NORTH 37°28'44" WEST 36.60 FEET; THENCE NORTH 47°48'51" WEST 19.04 FEET; THENCE NORTH 02°10'31" EAST 24.08 FEET; THENCE NORTH 78°22'09" WEST 31.20 FEET; THENCE NORTH 29°22'23" WEST 29.93 FEET; THENCE NORTH 04°40'16" WEST 48.22 FEET; THENCE NORTH 05°01'48" WEST 73.47 FEET; THENCE NORTH 13°26'59" WEST 44.71 FEET; THENCE NORTH 35°01'08" EAST 33.76 FEET; THENCE NORTH 26°36'40" WEST 20.55 FEET; THENCE SOUTH 87°14'36" WEST 16.13 FEET; THENCE SOUTH 54°35'21" WEST 21.64 FEET; THENCE NORTH 69°52'31" WEST 14.27 FEET; THENCE NORTH 51°31'58" WEST 33.70 FEET; THENCE NORTH 59°01'58" WEST 36.05 FEET; THENCE NORTH 25°32'03" WEST 22.22 FEET; THENCE NORTH 8°59'31" EAST 8.67 FEET; THENCE NORTH 14°25'33" EAST 27.00 FEET; THENCE NORTH 61°33'33" WEST 23.14 FEET; THENCE NORTH 47°51'47" WEST 33.92 FEET; THENCE NORTH 16°01'22" WEST 25.40 FEET; THENCE NORTH 76°46'09" WEST 28.32 FEET; THENCE SOUTH 41°14'50" WEST 30.63 FEET; THENCE SOUTH 86°22'34" WEST 31.20 FEET; THENCE NORTH 59°32'32" WEST 8.95 FEET; THENCE NORTH 09°38'19" EAST 27.47 FEET; THENCE NORTH 83°00'50" WEST 20.04 FEET; THENCE NORTH 66°33'03" WEST 25.94 FEET; THENCE NORTH 41°14'58" WEST 31.41 FEET; THENCE NORTH 18°13'54" WEST 31.01 FEET; THENCE NORTH 55°07'57" WEST 16.86 FEET; THENCE SOUTH 70°57'56" WEST 34.66 FEET; THENCE NORTH 66°19'22" WEST 1.42 FEET; THENCE NORTH 61°47'21" EAST 1240.57 FEET; THENCE SOUTH 00°02'15" EAST 2981.19 FEET; THENCE SOUTH 68°22'10" WEST 348.02 FEET; THENCE SOUTH 71°52'50" WEST 161.90 FEET; THENCE SOUTH 86°10'44" WEST 212.48 FEET; THENCE NORTH 82°04'42" WEST 83.93 FEET TO BEGINNING.

PARCEL 13:

LOTS 9, 10, 11, 12, 15, 18, 19, 20, 21, 22, 33, 46, 47, AND 48, MOUNTAIN VALLEY RANCH, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SUMMIT COUNTY RECORDER'S OFFICE.

PARCEL 14:

BEGINNING AT A POINT NORTH 48°15'16" EAST 1827.74 FEET FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE SOUTH 81°12'28" WEST 560.31 FEET; THENCE NORTH 26°36'18" WEST 1492.68 FEET; THENCE NORTH 16°00'03" EAST 1410.09 FEET; THENCE NORTH 70°20'39" EAST 1676.74 FEET TO THE CENTERLINE OF NEIL CREEK; THENCE ALONG SAID CENTERLINE OF CREEK THE FOLLOWING NINETY-ONE (91) COURSES; THENCE SOUTH 27°16'12" EAST 22.61 FEET; THENCE SOUTH 51°18'11" EAST 31.31 FEET; THENCE SOUTH 18°03'59" WEST 22.27 FEET; THENCE SOUTH 22°39'39" EAST 30.48 FEET; THENCE SOUTH 60°57'04" EAST 17.76 FEET; THENCE SOUTH 25°22'09" EAST 20.34 FEET; THENCE SOUTH 55°03'15" EAST 40.73 FEET; THENCE SOUTH 04°41'30" EAST 39.14 FEET; THENCE SOUTH 85°09'27" EAST 15.34 FEET; THENCE SOUTH 27°56'06" EAST 28.15 FEET; THENCE SOUTH 39°27'25" EAST 31.02 FEET; THENCE SOUTH 05°51'50" EAST 18.89 FEET; THENCE SOUTH 60°41'36" EAST 47.18 FEET; THENCE SOUTH 61°15'11" EAST 50.47 FEET; THENCE SOUTH 52°56'01" EAST 34.31 FEET; THENCE SOUTH 40°14'06" EAST 31.44 FEET; THENCE SOUTH 17°44'44" EAST 21.03 FEET; THENCE SOUTH 27°30'50" EAST 23.03 FEET; THENCE SOUTH 47°25'49" EAST 42.56 FEET; THENCE SOUTH 45°15'17" EAST 47.55 FEET; THENCE SOUTH 38°38'48" EAST 43.45 FEET; THENCE SOUTH 27°18'09" EAST 20.61 FEET; THENCE SOUTH 00°08'17" WEST 41.49 FEET; THENCE SOUTH 33°30'45" EAST 26.31 FEET; THENCE SOUTH 28°31'25" EAST 57.73 FEET; THENCE SOUTH 09°04'05" EAST 57.60 FEET;

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THENCE SOUTH 42°46'33" EAST 40.08 FEET; THENCE SOUTH 81°27'30" EAST 26.00 FEET; THENCE SOUTH 47°49'48" EAST 37.88 FEET; THENCE SOUTH 20°02'06" EAST 29.32 FEET; THENCE SOUTH 76°26'49" EAST 39.14 FEET; THENCE SOUTH 61°38'10" EAST 22.47 FEET; THENCE SOUTH 26°53'27" EAST 66.40 FEET; THENCE SOUTH 80°15'24" EAST 41.31 FEET; THENCE SOUTH 50°07'27" EAST 59.07 FEET; THENCE SOUTH 66°19'22 EAST 23.95 FEET; THENCE NORTH 70°57'56" EAST 34.66 FEET; THENCE SOUTH 55°07'57" EAST 16.86 FEET; THENCE SOUTH 18°13'54" EAST 31.01 FEET; THENCE SOUTH 41°14'58" EAST 31.41 FEET; THENCE SOUTH 66°33'03" EAST 25.94 FEET; THENCE SOUTH 83°00'50" EAST 20.04 FEET; THENCE SOUTH 09°38'19" WEST 27.47 FEET; THENCE SOUTH 59°32'32" EAST 8.95 FEET; THENCE NORTH 86°22'34" EAST 31.20 FEET; THENCE NORTH 41°14'50" EAST 30.63 FEET; THENCE SOUTH 76°46'09" EAST 28.32 FEET; THENCE SOUTH 16°01'22" EAST 25.40 FEET; THENCE SOUTH 47°51'47" EAST 33.92 FEET; THENCE SOUTH 61°33'33" EAST 23.14 FEET; THENCE SOUTH 14°25'33" WEST 27.00 FEET; THENCE SOUTH 08°59'31" WEST 8.67 FEET; THENCE SOUTH 25°32'03" EAST 22.22 FEET; THENCE SOUTH 59°01'58" EAST 36.05 FEET; THENCE SOUTH 51°31'58 EAST 33.70 FEET; THENCE SOUTH 69°52'31" EAST 14.27 FEET; THENCE NORTH 54°35'21" EAST 21.64 FEET; THENCE NORTH 87°14'36" EAST 16.13 FEET; THENCE SOUTH 26°36'40" EAST 20.55 FEET; THENCE SOUTH 35°01'08" WEST 33.76 FEET; THENCE SOUTH 13°26'59" EAST 44.71 FEET; THENCE SOUTH 05°01'48" EAST 73.47 FEET; THENCE SOUTH 04°40'16 EAST 48.22 FEET; THENCE SOUTH 29°22'23" EAST 29.93 FEET; THENCE SOUTH 78°22'09" EAST 31.20 FEET; THENCE SOUTH 02°10'31" WEST 24.08 FEET; THENCE SOUTH 47°48'51" EAST 19.04 FEET; THENCE SOUTH 37°28'44" EAST 36.60 FEET; THENCE SOUTH 24°26'35" WEST 27.19 FEET; THENCE SOUTH 15°24'53" EAST 28.10 FEET; THENCE SOUTH 42°20'13" EAST 45.18 FEET; THENCE SOUTH 00°45'02" WEST 46.71 FEET; THENCE SOUTH 00°19'02" EAST 91.93 FEET; THENCE NORTH 65°51'51" EAST 35.18 FEET; THENCE SOUTH 10°36'16" WEST 38.08 FEET; THENCE SOUTH 32°50'11" EAST 46.91 FEET; THENCE SOUTH 00°49'02" WEST 78.16 FEET; THENCE SOUTH 37°22'15" WEST 30.43 FEET; THENCE SOUTH 14°26'36" EAST 36.64 FEET; THENCE SOUTH 06°35'56" WEST 39.79 FEET; THENCE SOUTH 32°05'36" EAST 29.05 FEET; THENCE SOUTH 09°13'19" EAST 43.01 FEET; THENCE SOUTH 56°15'50" WEST 9.98 FEET; THENCE SOUTH 17°00'55" WEST 57.07 FEET; THENCE SOUTH 01°06'01" WEST 78.27 FEET; THENCE SOUTH 06°54'01" EAST 60.56 FEET; THENCE SOUTH 07°01'56" WEST 63.88 FEET; THENCE SOUTH 02°59'55" EAST 88.21 FEET; THENCE SOUTH 10°06'34" EAST 94.07 FEET; THENCE SOUTH 10°36'11" WEST 112.84 FEET; THENCE SOUTH 20°00'05" EAST 50.67 FEET; THENCE SOUTH 32°35'07" EAST 348.32 FEET; THENCE SOUTH 11°20'33" EAST 30.92 FEET; THENCE SOUTH 52°08'42" WEST 47.72 FEET; THENCE SOUTH 75°45'55" WEST 9.94 FEET; THENCE SOUTH 84°58'43" WEST 38.12 FEET; THENCE NORTH 79°38'17" WEST 69.15 FEET; THENCE SOUTH 86°30'30" WEST 113.60 FEET; THENCE SOUTH 40°42'53" WEST 40.52 FEET; THENCE SOUTH 30°46'45" WEST 98.74 FEET; THENCE SOUTH 23°57'15" WEST 28.84 FEET; THENCE SOUTH 01°35'26" WEST 176.06 FEET; THENCE SOUTH 12°13'45" WEST 84.92 FEET; THENCE SOUTH 05°49'38" WEST 134.80 FEET; THENCE SOUTH 17°37'18" WEST 26.09 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE WEBER CANYON COUNTY ROAD; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 8 COURSES AND DISTANCES; NORTH 79°47'38" WEST 208.74 FEET TO A POINT OF TANGENT CURVATURE ON A 671.62 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 123.35 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS NORTH 85°03'19" WEST 123.18 FEET) THROUGH A CENTRAL ANGLE OF 10°21'24"; THENCE NORTH 06°51'59" WEST 97.81 FEET; THENCE NORTH 73°37'11" WEST 60.99 FEET; THENCE SOUTH 63°30'52" WEST 61.88 FEET; THENCE SOUTH 17°09'29" EAST 98.61 FEET TO A POINT OF NON-TANGENT CURVATURE ON A 671.62 FOOT RADIUS CURVE TO THE LEFT; THENCE WESTERLY 209.02 FEET ALONG THE ARC OF SAID CURVE (CHORD BEARS SOUTH 72°25'50" WEST 208.18 FEET) THROUGH A CENTRAL ANGLE OF 17°49'53"; THENCE SOUTH 63°30'53" WEST 1084.62 FEET; THENCE LEAVING SAID NORTHERLY RIGHT OF WAY LINE NORTH 14°57'28" WEST 826.49 FEET TO THE POINT OF BEGINNING

PARCEL 15:

BEGINNING AT A 5/8 INCH DIAMETER REBAR WITH PLASTIC CAP MARKED D L BAILEY 175754, SAID REBAR LOCATED 1673.54 FEET NORTH 85°57'23" EAST FROM THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, BASIS OF BEARING IS NORTH 88°44'30" EAST FROM SOUTHWEST CORNER TO THE SOUTH QUARTER CORNER OF SAID

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SECTION 31, BOTH SECTION MONUMENTS BRASS CAPS (BASIS OF BEARING MATCHING GRID BEARING OF THE UTAH COORDINATE SYSTEM OF 1983 NORTH ZONE); THENCE SOUTH 85°53'44" WEST 630.61 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEBER CANYON COUNTY ROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES:

(1) NORTH 63°30'53" EAST 1719.07 FEET TO THE BEGINNING OF A CURVE TANGENT TO SAID LINE; (2) NORTHEASTERLY AND EASTERLY 385.27 FEET ALONG THE CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 601.62 FEET AND A CENTRAL ANGLE OF 36°41'29"; AND (3) SOUTH 79°47'38" EAST TANGENT TO SAID CURVE 118.11 FEET TO A POINT ON THE CENTERLINE OF THE WEBER RIVER;

THENCE SOUTHERLY AND WESTERLY ALONG THE CENTERLINE OF THE WEBER RIVER THE FOLLOWING THIRTEEN (13) COURSES (NOTE: BEARINGS ALONG THE CENTERLINE OF THE WEBER RIVER AND ROTATED 00°18'49" COUNTERCLOCKWISE FROM THOSE IN THE PREVIOUS DESCRIPTION);

(1) SOUTH 17°37'18" WEST 54.92 FEET; (2) SOUTH 14°39'58" WEST 86.47 FEET; (3) SOUTH 34°52'05" WEST 173.62 FEET; (4) SOUTH 73°04'17" WEST 255.79 FEET; (5) SOUTH 71°23'58" WEST 72.04 FEET; (6) SOUTH 67°05'53" WEST 190.95 FEET; (7) SOUTH 45°52'16" WEST 106.83 FEET; (8) SOUTH 48°18'21" WEST 200.97 FEET; (9) NORTH 87°40'38" WEST 171.94 FEET; (10) SOUTH 87°25'31" WEST 56.59 FEET; (11) SOUTH 76°08'47" WEST 170.25 FEET; (12) SOUTH 61°51'33" WEST 81.42 FEET; AND (13) SOUTH 43°05'39" WEST 58.42 FEET, MORE OR LESS, TO A POINT BEARING SOUTH 62°58'13" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 62°58'13" WEST 47.22 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL 16:

AN EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCEL 14, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED OCTOBER 29, 1999 AS ENTRY NO. 551728 IN BOOK 1293, PAGES 366-376, COMMENCING AT THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 7 EAST, SALT LAKE BASE AND MERIDIAN, AND EXTENDING ALONG A ROUTE TO THE NEIL CREEK ROAD IN THE NORTH HALF OF SECTION 31.

PARCEL 17:

AN EASEMENT FOR INGRESS AND EGRESS APPURTENANT TO PARCEL 14, AS SET FORTH IN SPECIAL WARRANTY DEED RECORDED OCTOBER 29, 1999 AS ENTRY NO. 551728 IN BOOK 1293, PAGES 366-376, OVER AND ACROSS THE EXISTING NEIL CREEK ROAD, COMMENCING AT THE TERMINATION POINT OF THE RIGHT-OF-WAY DESCRIBED IN THE PARAGRAPH NEXT ABOVE AND EXTENDING TO THE POINT WHERE SAID NEIL CREEK ROAD INTERSECTS THE RIGHT-OF-WAY REFERRED TO IN THE NEXT SUCCEEDING PARAGRAPH AT OR NEAR THE NORTH LINE OF SECTION 31.