

Tax Serial Number:
12:057:0101; 13:051:0076; 13:051:0030;
22:029:0005; 22:029:0026; 29:041:0142;
29:041:0143; 29:041:0173; 29:042:0049;
29:042:0032; 29:043:0047; 29:044:0078;
29:044:0082; 29:044:0086

RECORDATION REQUESTED BY:
BANK OF UTAH
UTAH VALLEY LOANS
1000 WEST 800 NORTH
OREM, UT 84057

WHEN RECORDED MAIL TO:
BANK OF UTAH
UTAH VALLEY LOANS
1000 WEST 800 NORTH
OREM, UT 84057

SEND TAX NOTICES TO:
Cascade Shadows, Inc.; C.K. Farms, Inc.; Kimball T.
Stratton; and Marlene Evans Stratton
383 South 500 East
American Fork, UT 84003

FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated February 5, 2019, is made and executed between Cascade Shadows, Inc., whose address is 383 South 500 East, American Fork, UT 84003 as to Parcels 6, 7, 8, 11, 13, 14, and 15; C.K. Farms, Inc., whose address is 383 South 500 East, American Fork, UT 84003 as to Parcels 1, 2, and 3; Kimball T. Stratton, whose address is 892 North 600 East, Orem, UT 84097 as to Parcels 4, 5 and 9; Kimball T. Stratton and Marlene Evans Stratton, husband and wife as joint tenants, whose address is 892 North 600 East, Orem, UT 84097 as to Parcel 10. (referred to below as "Grantor") and BANK OF UTAH, whose address is 1000 WEST 800 NORTH, OREM, UT 84057 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Utah County, State of Utah:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as Multiple addresses Utah County, UT. The Property tax identification number is 12:057:0101; 13:051:0076; 13:051:0030; 22:029:0005; 22:029:0026; 29:041:0142; 29:041:0143; 29:041:0173; 29:042:0049; 29:042:0032; 29:043:0047; 29:044:0078; 29:044:0082; 29:044:0086.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Borrower or Grantor whether or not the advances are made pursuant to a commitment. This Assignment secures, in addition to the amounts specified in the Note, future advances in an unlimited amount, together with all interest thereon, which future advances Lender is obligated to make so long as Borrower complies with all the terms and conditions of the Note or other loan agreement.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection

ASSIGNMENT OF RENTS (Continued)

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with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Utah and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Environmental Default. Failure of any party to comply with or perform when due any term, obligation, covenant or condition contained in any environmental agreement executed in connection with the Property.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment, is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. Grantor hereby waives any requirement that the receiver be impartial and disinterested as to all of the parties and agrees that employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are

ASSIGNMENT OF RENTS (Continued)

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necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NO MODIFICATION. Grantor agrees that during the term of the Loan and while there are any outstanding obligations under the Loan and while the Assignment is effective, it will not modify, terminate or amend the Lease in any manner whatsoever without the prior written consent of Lender. Grantor agrees that if prior written consent is not obtained from Lender by Grantor before any modification, termination or amendment of the Lease, Grantor will be in default under the terms of this Addendum, the Assignment and the Loan Documents, defined below.

COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument and all of which shall constitute a single agreement. The signature of a party to any counterpart shall be sufficient to legally bind such party and it shall not be necessary for all parties to sign all counterparts. Lender may remove the signature pages from one or more counterparts and attach the same to any other counterpart for the purpose of having a single document containing the signatures of all parties. Any party may effect the execution and delivery of this Agreement by signing the same and sending a signed copy thereof to Lender or its attorney by facsimile, e-mail, or other form of electronic transmission (each an "Electronic Transmission"). Any signed document sent by Electronic Transmission, including the signature thereon, shall be treated in all respects as an original instrument bearing an original signature. Any party sending a signed copy hereof by Electronic Transmission shall also send the original thereof to Lender within five (5) days thereafter, but failure to do so shall not invalidate or otherwise affect the validity, legality or enforceability of the document sent by Electronic Transmission.

PAYMENT OF RENTS. Grantor warrants that none of the Rents have been collected for more than one (1) month in advance (except a security deposit shall not be deemed rent collected in advance) and further agrees that no Rents will be accepted by Grantor for more than one (1) month in advance of the date such Rents become due and payable under the terms of any and all Leases.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Utah without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Utah.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment. Where any one or more of the parties is a corporation, partnership, limited liability company or similar entity, it is not necessary for Lender to inquire into the powers of any of the officers, directors, partners, members, or other agents acting or purporting to act on the entity's behalf, and any obligations made or created in reliance upon the professed exercise of such powers shall be guaranteed under this Assignment.

Merger. There shall be no merger of the interest or estate created by this Assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Unless otherwise provided by applicable law, any notice required to be given under this Assignment or required by law shall be given in writing, and shall be effective when actually delivered in accordance with the law or with this Assignment, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided by applicable law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

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Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any person or circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other person or circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Utah as to all Indebtedness secured by this Assignment.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Cascade Shadows, Inc..

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Cascade Shadows, Inc.; C.K. Farms, Inc.; Kimball T. Stratton; and Marlene Evans Stratton.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means BANK OF UTAH, its successors and assigns.

Note. The word "Note" means the promissory note dated February 5, 2019, in the original principal amount of **\$1,315,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness; except that the words do not mean any guaranty or environmental agreement, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

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(Continued)

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THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON FEBRUARY 5, 2019.

GRANTOR:

CASCADE SHADOWS, INC.

By: [Signature]
Kimball Trent Stratton aka Kimball T. Stratton, President of Cascade Shadows, Inc.

By: [Signature]
Marlene E. Stratton aka Marlene Stratton, Secretary of Cascade Shadows, Inc.

C.K. FARMS, INC.

By: [Signature]
Kimball Trent Stratton aka Kimball T. Stratton, President of C.K. Farms, Inc.

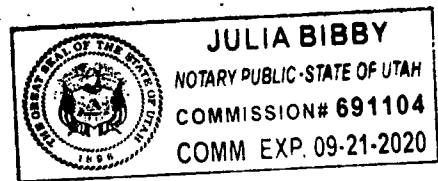
By: [Signature]
Marlene E. Stratton aka Marlene Stratton, Secretary of C.K. Farms, Inc.

X [Signature]
Kimball T. Stratton, Individually

X [Signature]
Marlene Evans Stratton, Individually

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



On this 5th day of February, 2019, before me, the undersigned Notary Public, personally appeared Kimball Trent Stratton aka Kimball T. Stratton, President of Cascade Shadows, Inc., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature]
Notary Public in and for the State of Utah

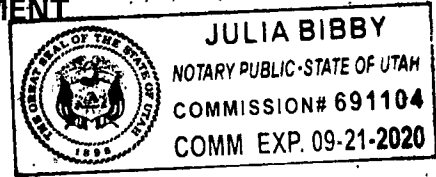
Residing at Crem, UT
My commission expires 9/21/2020

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CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)

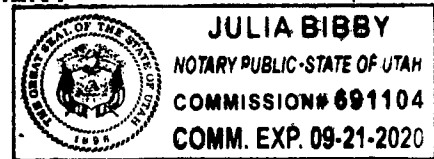


On this 5th day of February, 2019, before me, the undersigned Notary Public, personally appeared Marlene E. Stratton aka Marlene Stratton, Secretary of Cascade Shadows, Inc., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature] Residing at Orem, UT
Notary Public in and for the State of Utah My commission expires 9/21/2020

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)

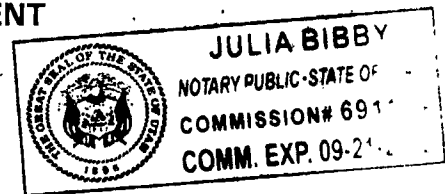


On this 5th day of February, 2019, before me, the undersigned Notary Public, personally appeared Kimball Trent Stratton aka Kimball T. Stratton, President of C.K. Farms, Inc., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature] Residing at Orem, UT
Notary Public in and for the State of Utah My commission expires 9/21/2020

CORPORATE ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



On this 5th day of February, 2019, before me, the undersigned Notary Public, personally appeared Marlene E. Stratton aka Marlene Stratton, Secretary of C.K. Farms, Inc., and known to me to be an authorized agent of the corporation that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the corporation, by authority of its Bylaws or by resolution of its board of directors, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the corporation.

By [Signature] Residing at Orem, UT
Notary Public in and for the State of Utah My commission expires 9/21/2020

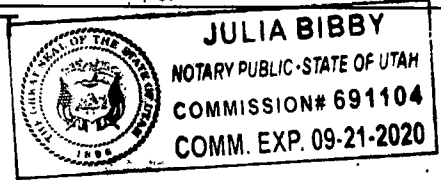
ASSIGNMENT OF RENTS
(Continued)

Loan No: 629000902

Page 8

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



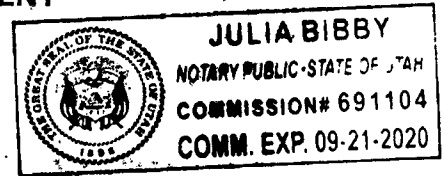
On this day before me, the undersigned Notary Public, personally appeared Kimball T. Stratton, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of February, 20 19.

By [Signature] Residing at Orem, UT
Notary Public in and for the State of Utah My commission expires 9/21/2020

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Utah)
) SS
COUNTY OF Utah)



On this day before me, the undersigned Notary Public, personally appeared Marlene Evans Stratton, to me known to be the individual described in and who executed the ASSIGNMENT OF RENTS, and acknowledged that he or she signed the Assignment as his or her free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 5th day of February, 20 19.

By [Signature] Residing at Orem, UT
Notary Public in and for the State of Utah My commission expires 9/21/2020

Pro-Title & Escrow, Inc.
File No. 34208-T

EXHIBIT "A"

PARCEL 1: Beginning at a fence corner, said point being South 89 deg 38' 23" East 2524.75 feet along the Quarter Section Line and North 18.86 feet from the West Quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 0 deg 50' 11" East 196.71 feet along a fence line; thence East 114.59 feet along the North line of the lands of Crooks as described in an instrument recorded October 6, 1977, in Book 1589, Page 89, Entry No. 33456, official records, and its Westerly prolongation; thence South 45 deg 00'00" East 128.04 feet along said line; thence South 83 deg 05' 07" East 448.74 feet along said line and its Easterly prolongation, thence South 6 deg 54' 45" East 107.28 feet along a fence line; thence South 2 deg 16' 18" East 106.57 feet along a fence line to a found rebar at the Northwest corner of the lands of JH of Utah, L.L.C., as described by a deed recorded May 15, 1998, in Book 4636, Page 880, Entry No. 48908, official records; thence South 0 deg 48' 16" West 442.14 feet along the West line of said lands to a found rebar; thence South 0 deg 06' 16" East 261.21 feet along said line; thence North 89 deg 39' 43" West 540.33 feet along the Northerly line of the lands of Savage Industries Incorporated as described by a deed recorded December 16, 1987, in Book 2476, Page 578, Entry No. 45253, official records, and its Easterly and Westerly prolongations; thence North 0 deg 27' 03" East 858.35 feet along a fence line; thence North 88 deg 50' 18" West 131.34 feet along a fence line to the point of beginning.

LESS AND EXCEPTING THE FOLLOWING:

Commencing South 856.26 feet and East 2649.34 feet from the West quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 0 deg 27' 03" East 443.96 feet; thence East 4.47 feet; thence North 327.37 feet; thence East 64.15 feet; thence North 84.92 feet; thence West 64.15 feet; thence North .34 feet; thence North 184.3 feet; thence South 45 deg 00' 00" East 106.71 feet; thence South 83 deg 05' 07" East 448.74 feet; thence South 6 deg 54' 45" East 107.28 feet; thence South 2 deg 16' 18" East 106.57 feet; thence South 0 deg 48' 16" West 442.14 feet; thence South 0 deg 06' 16" East 259.7 feet; thence North 89 deg 38' 26" West 540.32 feet to the point of beginning.

(Tax Serial No. 13:057:0101)

PARCEL 2: Commencing at a point which is 225.00 feet North 89 deg 02' West and 4.0 feet North from the Northeast corner of the Southwest quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 0 deg 44' 14" West 200.00 feet; thence South 89 deg 02' East 225.00 feet to a fence line; thence South 0 deg 44' 14" West 132.61 feet along a fence line, thence North 89 deg 59' 33" West 724.15 feet to the East line of 500 East Street, American Fork, Utah; thence North 1 deg 01' 14" East 344.71 feet along said East line to a fence line; thence South 89 deg 02' East 497.34 feet to the point of beginning.

LESS AND EXCEPTING: From Parcel 2 the West 5 feet more or less pursuant to the Final Order of Condemnation, in favor of the State Road Commission, recorded as Entry No. 5569, in Book 969, at Page 71, Utah County Recorder's Office.

(Tax Serial No. 13:051:0076)

PARCEL 3: Commencing at a point which is 4.00 feet North of the Northeast Corner of the Southwest quarter of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian, thence South 0 deg 44' 14" West along a fence line 200.00 feet; thence North 89 deg 02' West 225.00 feet to a fence line; thence North 0 deg 44' 14" East 200.00 feet to a fence line; thence South 89 deg 02' East 225.00 feet along a fence line to the point of beginning.

LESS AND EXCEPTING the portion deeded to American Fork City Corporation as shown in the Deed of Dedication recorded July 14, 2011, as Entry No. 50406:2011, also described as follows:

Beginning at a point that is East 1.96 feet and South 2648.96 feet from the North quarter corner of Section 24, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence East 66.00 feet; thence South 84.92 feet; thence West 66.00 feet; thence North 84.92 feet to the point of beginning.

(Tax Serial No. 13:051:00030)

PARCEL 4: Commencing 432.60 feet East and 1491.75 feet South from the North quarter corner of Section 7, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 30° 06' 16" East 85.20 feet; thence North 89° 50' 30" West 58.86 feet; thence South 89° 52' 27" West 201.48 feet; thence North 00° 30' 15" West 71.43 feet; thence North 89° 19' 42" East 218.24 feet to the point of beginning.

(Tax Serial No. 22:029:0005)

PARCEL 5: Commencing at a point on the North line of 5th South Street, Provo, Utah, 13.44 chains North and 2.250 chains South 89° 00' 00" East from the Southwest corner of the Northeast quarter of Section 7, Township 7 South, Range 3 East, Salt Lake Base and Meridian; thence South 89° 00' 00" East 5.930 chains to the West line of State Road; thence North 29° 00' 00" West along West line of State Road 3.47 chains; thence North 89° 00' 00" West 4.210 chains; thence South 01° 00' 00" West 3.00 chains to the place of beginning.

(Tax Serial No. 22:029:0026)

PARCELS 6 and 7: Beginning at a point located North 1745.70 (532.09 meters) and West 16.50 feet (5.03 meters) from the South 1/4 corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence West along a fence line 595.32 feet (181.45 meters);

thence South 363.00 feet (110.64 meters) thence North 89° 35' 47" West 315.32 feet (96.11 meters); thence South 00° 19' 30" West along a fence line 383.90 feet (117.01 meters); thence South 86° 53' 49" West along a fence line 206.26 feet (62.87 meters); thence North 01° 16' 57" East along a partial fence line 753.89 feet (229.79 meters); thence North 89° 39' 02" East along a fence line 351.48 feet (107.13 meters); thence East along a fence line 5.90 feet (1.80 meters); thence North 00° 21' 15" West along a fence line 450.40 feet (137.28 meters); thence North 89° 57' 40" East along a partial fence line 565.80 feet (172.46 meters); thence North 777.48 feet (236.98 meters); thence East 181.50 feet (55.32 meters); thence South 1228.26 feet (374.37 meters); to the point of beginning.

TOGETHER WITH the following easement and right of way for a ditch:

Beginning at the water well-hole located at a point 9.57 chains West of the Southeast corner of the Southwest quarter of Section 36, Township 9 South, Range 1 East of the Salt Lake Base and Meridian; and North 46.00 feet more or less to outlet ditch and Easterly 13 feet more or less to said well-hole; thence Westerly 13.00 feet more or less to grantor's West fence line; thence North along said fence line of grantor 20.25 chains more or less; thence East 30 links; thence North 5.50 chains to grantor's North fence line and the property of said parties of the third part. Together with the right of the parties of the third part and their heirs, representatives and assigns to go upon the lands of grantors to clean and maintain said water well and said ditch.

LESS AND EXCEPTING any portion lying within the bounds of the Plat "G", Cherry Orchard Estates Subdivision.

(Tax Serial Nos. 29:041:0142 and 29:041:0143)

PARCEL 8: Commencing 9.20 chains West of the Southeast corner of the Northwest quarter of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 6.72 chains; thence West 8.04 chains; thence North 6.72 chains; thence East 1.07 chains; thence North 16.99 chains; thence East 25 links; thence North 1.47 chains; thence East 6.72 chains; thence South 18.46 chains to beginning.

LESS AND EXCEPTING any portion deeded by way of a Quit Claim Deed recorded November 29, 2016, as Entry No. 120118:2016, also described as follows:

Beginning at the intersection of the North boundary line of Plat "B", Alpine View Subdivision and the Easterly right-of-way line of Center Street (a 99' wide public road) as dedicated on Plat "E", The Orchards Subdivision official plat. Said intersection lies 2,050.41 feet North 00° 16' 52" West along the section line and 407.76 feet East of the Southwest corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 00° 12' 34" East 123.48 feet along said right-of-way, thence continuing along said right-of-way along a curve turning to the left with an arc length of 538.70 feet, a radius of 1,054.00 feet and a chord bearing and distance of North 14° 25' 59" West 532.85 feet to the 1/4 section line, thence North 89° 32' 36" East 1,257.59 feet along the 1/4 section line, thence South 02° 13' 39" West

626.31 feet to the Northeast corner of said Plat "B", Alpine View Subdivision, thence South 88° 46' 00" West 1,101.10 feet along said subdivision to the point of beginning.

ALSO LESS AND EXCEPTING any portion lying within the bounds of 200 East Street.

ALSO LESS AND EXCEPTING FROM PARCEL 8 that portion conveyed in that certain Warranty Deed recorded on February 7, 2019 as Entry No. 10603:2019, described as follows:

Beginning at a point that lies S 00°20'15" E 1371.20 feet along the Quarter Section Line and 27.63 feet West from the North Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian, thence S. 00°33'21" E. 156.60 feet along the West line of a Warranty Deed as recorded in Utah County Recorders office Entry Number 56278, thence N. 89°24'42" E. 10.35 feet along the South line of said Warranty Deed to the West line of 5200 West Street, thence along said West line of said 5200 West Street the following 2 courses (1) S. 00°24'57" E. 500.88 feet; (2) S. 00°19'44" E. 155.45 feet, thence S. 89°40'02" W. 181.50 feet, thence S. 00°19'44" E. 127.73 feet, thence N. 80°00'00" W. 274.06 feet, thence WEST 613.10 feet to the Southeast corner of a Quit Claim Deed as recorded in Utah County Recorders Office Entry Number 93946:2017, thence N. 00°27'24" W. 506.49 feet along the East line of said Quit Claim Deed, thence N. 89°32'36" E. 33.00 feet to the East line of a 2 rod street as platted in Map 34-E (a Subdivision of the West half of said Section 36 filed June 3rd 1908 in the office of the Utah County Recorder), thence N. 00°27'24" W. 551.60 feet along said East line, thence N. 89°32'36" E. 49.50 feet along Lot 3 of said Subdivision, thence N. 00°27'24" W. 203.58 feet along Lot 3 of said Subdivision to the South Line of Strawberry High-line Canal Easement, thence S. 69°35'24" E. 16.70 feet along said South line to the Northeast Corner of a less and excepting parcel of land as recorded in Utah County Recorders Office Entry Number 55820:2008, thence S. 00°33'00" E. 4.67 feet along the West line of said Parcel of Land, thence S. 69°32'40" E. 1023.79 feet to the point of beginning.

(Tax Serial No. 29:041:0173)

PARCEL 9: Commencing 17.76 chains East of the Southwest corner of the Northwest quarter of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence East 5.98 chains; thence North 13.59 chains; thence East 25 links; thence North 6.45 chains to a point 20 chains North of the South line of said Northwest quarter; thence West 5.78 chains; thence South 6.45 chains; thence West 50 links; thence South 13.59 chains to the beginning.

TOGETHER WITH AND LESS AND EXCEPTING any portion deeded by way of a Boundary Fence Line Agreement recorded March 19, 2007, as Entry No. 39584:2007 in the Utah County Recorder's Office, also described as follows:

Less and Excepting 1-Beginning at a point being North 00° 11' 03" West 249.655 feet along the Section line and East 641.748 feet from the West quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 00° 19' 34" West 669.14 feet along a fence and its extension; thence South 89° 59' 13" East 269.39 feet along a fence and its

extension; thence continuing along said fence North $89^{\circ} 16' 55''$ East 256.68 feet to a fence corner; thence South $01^{\circ} 38' 35''$ West 668.54 feet along a fence and its extension; thence South $89^{\circ} 32' 33''$ West 503.08 feet to the point of beginning.

Less and Excepting 2- Beginning at a point being North $89^{\circ} 32' 33''$ East 642.358 feet along the quarter section line from the West quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North $00^{\circ} 19' 34''$ West 244.53 along the extension of fence to the North; thence North $89^{\circ} 32' 33''$ East 503.08 feet; thence South $01^{\circ} 38' 35''$ West 244.70 feet along a fence and its extensions; thence South $89^{\circ} 32' 33''$ West 494.675 feet along the quarter Section line to the point of beginning.

Less and Excepting 3- Beginning at a point being South $00^{\circ} 16' 02''$ East 633.25 feet along the section line and East 598.832 feet from the West quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North $00^{\circ} 20' 40''$ East 638.09 feet along the West side of an existing concrete ditch to the quarter Section line; thence along said quarter Section line North $89^{\circ} 32' 33''$ East 930.07 feet; thence South $02^{\circ} 13' 38''$ West 626.39 feet along the West side of 200 East Street, Santaquin, Utah; thence South $88^{\circ} 46' 00''$ West 909.75 feet along the North line of Plat "B", Alpine View Subdivision to the point of beginning.

ALSO LESS AND EXCEPTING any portion deeded by way of a Dedication Deed in favor of Santaquin City recorded on April 4, 2008, as Entry No. 39873:2008, also described as follows:

Beginning at a point located North $89^{\circ} 32' 33''$ East along the quarter section line 1,136.25 feet from the West quarter corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North $1^{\circ} 41' 33''$ East 17.18 feet; thence along the arc of a 790.00 foot radius curve (radius bears North $14^{\circ} 48' 36''$ East) 80.27 feet through a central angle of $5^{\circ} 49' 18''$ (chord: South $78^{\circ} 06' 03''$ East 80.23 feet) to said quarter section line; thence South $89^{\circ} 32' 33''$ West along said quarter Section line 79.02 feet to the point of beginning.

ALSO LESS AND EXCEPTING any portion lying within the bounds of 200 East Street.

ALSO LESS AND EXCEPTING FROM PARCEL 9 that portion conveyed in that certain Warranty Deed recorded on February 7, 2019 as Entry No. 10603:2019, described as follows:

Beginning at a point that lies S $00^{\circ}20'15''$ E 1371.20 feet along the Quarter Section Line and 27.63 feet West from the North Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian, thence S. $00^{\circ}33'21''$ E. 156.60 feet along the West line of a Warranty Deed as recorded in Utah County Recorders office Entry Number 56278, thence N. $89^{\circ}24'42''$ E. 10.35 feet along the South line of said Warranty Deed to the West line of 5200 West Street, thence along said West line of said 5200 West Street the following 2 courses (1) S. $00^{\circ}24'57''$ E. 500.88 feet; (2) S. $00^{\circ}19'44''$ E. 155.45 feet, thence S. $89^{\circ}40'02''$ W. 181.50 feet, thence S. $00^{\circ}19'44''$ E. 127.73 feet, thence N. $80^{\circ}00'00''$ W. 274.06 feet, thence WEST 613.10 feet to the Southeast corner of a Quit Claim Deed as recorded in Utah County Recorders Office Entry Number 93946:2017, thence N. $00^{\circ}27'24''$ W. 506.49 feet along the East line of said Quit

Claim Deed, thence N. 89°32'36" E. 33.00 feet to the East line of a 2 rod street as platted in Map 34-E (a Subdivision of the West half of said Section 36 filed June 3rd 1908 in the office of the Utah County Recorder), thence N. 00°27'24" W. 551.60 feet along said East line, thence N. 89°32'36" E. 49.50 feet along Lot 3 of said Subdivision, thence N. 00°27'24" W. 203.58 feet along Lot 3 of said Subdivision to the South Line of Strawberry High-line Canal Easement, thence S. 69°35'24" E. 16.70 feet along said South line to the Northeast Corner of a less and excepting parcel of land as recorded in Utah County Recorders Office Entry Number 55820:2008, thence S. 00°33'00" E. 4.67 feet along the West line of said Parcel of Land, thence S. 69°32'40" E. 1023.79 feet to the point of beginning.

(Tax Serial No. 29:042:0049)

PARCEL 10: Beginning at a point which is North 2195.30 feet and West 210.60 feet from the South Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 89 deg 40' 19" West 382.80 feet; thence North 0 deg 19' 44" West 492.86 feet; thence South 89 deg 40' 16" West 26.40 feet; thence North 0 deg 19' 44" West 563.97 feet; thence South 89 deg 53' 52" East 590.72 feet; thence South 0 deg 19' 44" East 155.45 feet; thence South 89 deg 40' 16" West 181.50 feet; thence South 0 deg 19' 44" East 896.94 feet to the point of beginning.

LESS AND EXCEPTING FROM PARCEL 10 that portion conveyed in that certain Warranty Deed recorded on February 7, 2019 as Entry No. 10603:2019, described as follows:

Beginning at a point that lies S 00°20'15" E 1371.20 feet along the Quarter Section Line and 27.63 feet West from the North Quarter Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian, thence S. 00°33'21" E. 156.60 feet along the West line of a Warranty Deed as recorded in Utah County Recorders office Entry Number 56278, thence N. 89°24'42" E. 10.35 feet along the South line of said Warranty Deed to the West line of 5200 West Street, thence along said West line of said 5200 West Street the following 2 courses (1) S. 00°24'57" E. 500.88 feet; (2) S. 00°19'44" E. 155.45 feet, thence S. 89°40'02" W. 181.50 feet, thence S. 00°19'44" E. 127.73 feet, thence N. 80°00'00" W. 274.06 feet, thence WEST 613.10 feet to the Southeast corner of a Quit Claim Deed as recorded in Utah County Recorders Office Entry Number 93946:2017, thence N. 00°27'24" W. 506.49 feet along the East line of said Quit Claim Deed, thence N. 89°32'36" E. 33.00 feet to the East line of a 2 rod street as platted in Map 34-E (a Subdivision of the West half of said Section 36 filed June 3rd 1908 in the office of the Utah County Recorder), thence N. 00°27'24" W. 551.60 feet along said East line, thence N. 89°32'36" E. 49.50 feet along Lot 3 of said Subdivision, thence N. 00°27'24" W. 203.58 feet along Lot 3 of said Subdivision to the South Line of Strawberry High-line Canal Easement, thence S. 69°35'24" E. 16.70 feet along said South line to the Northeast Corner of a less and excepting parcel of land as recorded in Utah County Recorders Office Entry Number 55820:2008, thence S. 00°33'00" E. 4.67 feet along the West line of said Parcel of Land, thence S. 69°32'40" E. 1023.79 feet to the point of beginning.

(Tax Serial No. 29:042:0032)

PARCEL 11: Beginning S. 89°42'20" W. 1718.25 feet along the section line and North 3019.75 feet from the Southeast Corner Section 36, Township 9 South Range 1 East Salt Lake Base and Meridian; thence N. 00°09'32" W. 436.17 feet, thence along the canal right-of-way with a curve turning to the right with an arc length of 145.91 feet a radius of 1387.49 feet and a chord of S. 46°54'13" E. 145.84 feet, thence S. 43°49'47" E. 993.97 feet along the canal right-of-way to the 1/4 section line, thence S. 89°32'36" W. 620.07 feet along the 1/4 section line, thence North 385.10 feet, thence N. 89°52'49" W. 173.58 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion described in that certain Warranty Deed recorded on February 7, 2014 as Entry No. 8600:2014 in the Utah County Recorder's office, described as follows:

Beginning N 00°31'23" W. 656.48 feet along the section line and West 10.51 feet from the Southeast Corner Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence West 1528.15 feet; thence North 1984.25 feet to the quarter section line; thence N. 89°32'36" E. 620.07 feet along the quarter section line to the Southwesterly boundary of a 150 foot canal right-of-way; thence S. 43°49'47" E. 131 1.30 feet along said right-of-way to 4800 West Street; thence South 1027.97 feet along said street to the point of beginning.

(Tax Serial No. 29:043:0047)

PARCEL 13: Beginning S. 89°42'20" W. 43.16 feet along the section line and North 0.20 feet from the Southeast Corner Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence West 808.09 feet, thence N. 00°00'04" W. 375.54 feet, thence S. 86°29'21" W. 580.64 feet, thence S. 00°42'11" W. 206.00 feet, thence N. 89°52'30" W. 100.24 feet, thence N. 00°12'18" E. 72.95 feet, thence along a curve turning to the left with an arc length of 89.08 feet a radius of 1031.00 feet and a chord of N. 02°16'13" W. 89.05 feet, thence N. 04°44'43" W. 54.25 feet, thence along a curve turning to the right with an arc length of 80.25 feet a radius of 969.00 feet and a chord of N. 02°22'22" W. 80.23 feet, thence North 226.10 feet, thence East 1528.15 feet, thence South 576.46 feet; thence S. 18°25'31" W. 84.35 feet to the point of beginning.

LESS AND EXCEPTING from Parcel 13 the following described parcel of land:

Commencing South 0.35 feet and West 230.89 feet from the Southeast Corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence North 0° 03 00" East 315.34 feet; thence West 180.36 feet; thence South 315.34 feet; thence East 180.08 feet to the point of beginning

(Tax Serial No. 29:044:0078)

PARCEL 14: Beginning S. 89°42'20" W. 1718.07 feet along the section line and North 2957.75 feet from the Southeast Corner Section 36, Township 9 South, Range 1 East, Salt Lake Base

and Meridian; thence S. 89°52'49" E. 96.43 feet, thence along a curve turning to the right with an arc length of 23.53 feet a radius of 15.00 feet and a chord of S. 44°56'25" E. 21.19 feet, thence South 1997.73 feet, thence West 137.80 feet, thence N. 00°11'44" W. 1129.18 feet, thence N. 08°21'25" E. 93.73 feet, thence N. 00°33'56" W. 416.21 feet, thence East 21.80 feet, thence N. 00°09'45" W. 374.84 feet to the point of beginning.

(Tax Serial No. 29:044:0082)

PARCEL 15: Beginning S. 89°42'20" W. 1596.08 feet along the section line and North 8.34 feet from the Southeast Corner Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence N. 00° 12'18" E. 207.22 feet, thence along a curve turning to the left with an arc length of 83.72 feet a radius of 969.00 feet and a chord of N. 02°16'13" W. 83.70 feet, thence N. 04°44'43" W. 54.25 feet, thence along a curve turning to the right with an arc length of 85.39 feet a radius of 1031.00 feet and a chord of N. 02°22'22" W. 85.36 feet, thence North 32.09 feet, thence S. 89°15'30" W. 556.73 feet, thence S. 00°43'00" W. 99.61 feet, thence S. 00°19'22" W. 264.45 feet, thence N. 89°00'13" E. 279.91 feet, thence S. 00°08'35" E. 96.12 feet, thence N. 89°57'22" E. 289.91 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM that portion described in that certain Corrected Special Warranty Deed recorded on December 17, 2015 as Entry No. 113098:2015 in the Utah County Recorder's office, described as follows:

Commencing at a point located South 89°42'50" West along the Section line 1686.12 feet and South 5.09 feet from the Southeast corner of Section 36, Township 9 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°40'15" West 200.72 feet; thence North 00°08'35" West 110.70 feet; thence South 89°00'18" West 279.02 feet; thence North 00°11'31" West 112.28 feet; thence North 00°50'26" East 251.64 feet; thence North 89°13'36" East 556.16 feet; thence South 31.57 feet; thence along the arc of a 1039.12 foot radius curve to the left 86.73 feet (chord bears South 02°22'21" East 86.71 feet); thence South 04°44'43" East 53.58 feet; thence along the arc of a 969.00 foot radius curve to the right 82.60 feet (chord bears South 02°18'12" East 82.58 feet); thence North 89°52'30" West 90.00 feet; thence South 00°12'18" West 222.19 feet to the point of beginning.

(Tax Serial No. 29:044:0086)