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BK 6531 PG 210

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
6/6/2016 10:02:00 AM
FEE \$47.00 Pgs: 17
DEP eCASH REC'D FOR MOUNTAIN VIEW TITL

Tax Serial Number:

12-047-0246, 12-047-0183, 12-047-0168, 12-047-0165, 12-047-0125, 12-047-0126

WHEN RECORDED MAIL TO:

America First Federal Credit Union
Commercial Real Estate Lending
4646 South 1500 West, Suite #130
Riverdale, UT 84405

147487

FOR RECORDER'S USE ONLY

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated June 2, 2016, is made and executed between Glen Eagle Golf Club, L.C., a Utah limited liability company, whose address is 1453 South Brookshire Drive, Syracuse, UT 84075 (referred to below as "Grantor") and America First Federal Credit Union, whose address is 4646 South 1500 West, Suite #130, Riverdale, UT 84405 (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 Davis County, State of Utah:

PARCEL 1:

BEGINNING AT A POINT WHICH LIES SOUTH 89°52'57" EAST ALONG THE SECTION LINE 705.26 FEET AND SOUTH 0°07'03" WEST PERPENDICULAR TO SAID SECTION LINE 817.15 FEET FROM THE NORTH 1/4 CORNER OF SAID SECTION 8 & RUNNING THENCE SOUTH 40°41'00" EAST 1278.00 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 3°47'00" AND A RADIUS OF 905.00 FEET

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 2

(CHORD BEARS SOUTH 38°47'30" EAST 59.75 FEET); THENCE ALONG THE ARC 59.76 FEET ;THENCE SOUTH 36°54'00" EAST 1231.72 FEET; THENCE SOUTH 48°40'11" WEST 84.58 FEET; THENCE SOUTH 54°52'16" WEST 122.27 FEET; THENCE SOUTH 100.08 FEET; THENCE NORTH 89°47'00" WEST 20.00 FEET; THENCE NORTH 100.00 FEET; THENCE NORTH 74°42'19" WEST 103.67 FEET; THENCE NORTH 42°09'10" WEST 139.92 FEET; THENCE NORTH 40°24'54" WEST 100.81 FEET; THENCE NORTH 39°02'03" WEST 200.77 FEET; THENCE NORTH 41°22'36" WEST 900.45 FEET; THENCE NORTH 36°15'55" WEST 100.40 FEET ;THENCE NORTH 22°24'43" WEST 105.74 FEET; THENCE NORTH 32°38'35" WEST 89.25 FEET; THENCE NORTH 35°13'30" WEST 300.58 FEET; THENCE NORTH 21°12'51" WEST 206.13 FEET; THENCE NORTH 17°11'45" WEST 219.92 FEET; THENCE SOUTH 50°42'12" WEST 169.81 FEET TO A POINT ON A CURVE TO THE RIGHT; SAID CURVE HAVING A CENTRAL ANGLE OF 6°46'56" AND A RADIUS OF 200.00 FEET (CHORD BEARS NORTH 7°00'03" WEST 23.66 FEET); THENCE ALONG THE ARC 23.67 FEET; THENCE NORTH 50°42'12" EAST 169.61 FEET; THENCE NORTH 6°23'23" EAST 163.45 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIPTION:

A PARCEL OF LAND IN FEE FOR THE PROPOSED WEST DAVIS HIGHWAY, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE EAST HALF OF SECTION 8, IN TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF GRANTOR'S ENTIRE TRACT; SAID POINT OF BEGINNING BEING SOUTH 89°52'57" EAST 705.26 FEET ALONG THE NORTH LINE OF SECTION 8, AND SOUTH 00°07'03" WEST 817.15 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 8; AND RUNNING THENCE NORTH 49°19'00" EAST 50.00 FEET ALONG GRANTOR'S SAID NORTH LINE; THENCE SOUTHEASTERLY ALONG THE EASTERLY LINE OF GRANTOR'S ENTIRE TRACT THE FOLLOWING THREE (3) COURSES: (1) SOUTH 40°41'00" EAST 1278.00 FEET TO A POINT ON A 955.00 FOOT RADIUS CURVE TO THE RIGHT, (2) SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 63.06 FEET (NOTE: CHORD TO SAID CURVE BEARS SOUTH 38°47'30" EAST 63.05 FEET); (3) SOUTH 36°54'30" EAST 1231.72 FEET TO THE SOUTHEAST CORNER OF GRANTOR'S ENTIRE TRACT; THENCE SOUTHWESTERLY ALONG GRANTOR'S SOUTHERLY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 53°06'00" WEST 50.00 FEET; (2) SOUTH 48°40'11" WEST 78.37 FEET TO A POINT ON THE WEST HIGHWAY RIGHT-OF-WAY AND NO-ACCESS LINE OF THE PROPOSED WEST DAVIS CORRIDOR; THENCE NORTHWESTERLY ALONG SAID HIGHWAY RIGHT-OF-WAY AND NO-ACCESS LINE THE FOLLOWING FIVE (5) COURSES: (1) NORTH 31°38'17" WEST 417.91 FEET; (2) NORTH 34°10'55" WEST 272.92 FEET; (3) NORTH 36°12'41" WEST 272.91 FEET; (4) NORTH 38°43'32" WEST 409.33 FEET; (5) NORTH 41°10'48" WEST 1165.58 FEET TO A POINT ON SAID NORTHERLY LINE OF GRANTOR'S ENTIRE TRACT; THENCE NORTH 06°23'23" EAST 54.41 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT WHICH LIES NORTH 0°14'23" EAST ALONG THE SECTION LINE AND CENTER LINE OF 4000 WEST STREET 362.97 FEET AND SOUTH 89°45'37" EAST

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 3

PERPETUAL TO SAID SECTION LINE 33.00 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8, SAID POINT LIES ON THE EAST RIGHT OF WAY LINE OF 4000 WEST STREET & RUNNING THENCE NORTH 0°14'23" EAST ALONG SAID RIGHT OF WAY LINE 326.53 FEET; THENCE NORTH 81°39'49" EAST 539.48 FEET; THENCE NORTH 85°49'17" EAST 356.57 FEET; THENCE EAST 475.31 FEET; THENCE NORTH 29°26'54" EAST 103.34 FEET; THENCE NORTH 30°53'39" WEST 224.35 FEET; THENCE NORTH 23°23'25" WEST 190.15 FEET; MORE OR LESS TO THE SOUTHERLY LINE OF HWID; THENCE ALONG SAID LINE NORTH 72°03' EAST 279.19 FEET; MORE OR LESS; THENCE SOUTH 22°16'24" EAST 531.77 FEET; THENCE SOUTH 55.93 FEET; THENCE SOUTH 17°14'32" WEST 97.92 FEET; THENCE SOUTH 0°06'11" WEST 196.19 FEET; THENCE SOUTH 89°53'43" EAST 384.10 FEET; THENCE SOUTH 0°06'11" WEST 258.91 FEET; THENCE NORTH 89°53'34" WEST 1808.39 FEET; THENCE NORTH 0°14'23" EAST 109.33 FEET; THENCE NORTH 89°45'37" WEST 247.50 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1, 2 AND 3; CROFTER'S GLEN SUBDIVISION PHASE 1 AND 2; CROFTER'S COVE SUBDIVISION PHASE 1; CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED; PRESTWICK SUBDIVISION PHASE 1 AND 2; MUIRFIELD SUBDIVISION PHASE 1, 2, 3 & 4; INVERNESS SUBDIVISION PHASE 1 AND 2.

ALSO BEGINNING AT A POINT WHICH LIES NORTH 0°14'23" EAST ALONG THE SECTION LINE AND CENTERLINE OF 4000 WEST STREET, 1255.22 FEET AND SOUTH 89°45'37" EAST PERPENDICULARLY TO SAID SECTION LINE, 1254.09 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 8; THENCE NORTH 23°23'25" WEST 534.98 FEET; THENCE NORTH 34°19'08" WEST 59.36 FEET; THENCE NORTH 29°31'41" EAST 201.96 FEET; THENCE SOUTH 89°56'53" EAST 605.48 FEET TO THE BEGINNING TO A CURVE TO THE RIGHT, SAID CURVE HAVING A CENTRAL ANGLE OF 89°06'53" AND A RADIUS OF 25.00 FEET (CHORD BEARS SOUTH 45°23'27" EAST 35.08 FEET); THENCE ALONG THE ARC 38.88 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 0°50'00" EAST 3.50 FEET; THENCE NORTH 89°57'57" WEST 232.71 FEET; THENCE SOUTH 34°33'25" WEST 239.76 FEET; THENCE SOUTH 22°16'24" EAST 421.70 FEET, MORE OR LESS, TO THE SOUTHERLY LINE OF HWID; THENCE ALONG SAID LINE SOUTH 72°03' WEST 279.19 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1, 2 AND 3; CROFTER'S GLEN SUBDIVISION PHASE 1 AND 2; CROFTER'S COVE SUBDIVISION PHASE 1; CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED; PRESTWICK SUBDIVISION PHASE 1 AND 2; MUIRFIELD SUBDIVISION PHASE 1, 2, 3 AND 4; INVERNESS SUBDIVISION PHASE 1 AND 2.

PARCEL 3:

PARCEL A:

A PART OF THE NORTHEAST (SHOULD BE NORTHWEST) 1/4 OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS NORTH 0°14'26" EAST 213.05 FEET AND SOUTH 89°45'34" EAST 1603.00 FEET FROM THE WEST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN, TO A POINT ON THE SOUTHERLY LINE OF AUGUSTA DRIVE; THENCE ALONG THE ARC OF A 375.00 FOOT RADIUS CURVE TO THE LEFT 77.78 FEET (LOCATION BEARS NORTH 56°34'31" EAST 77.64 FEET); THENCE

ASSIGNMENT OF RENTS
(Continued)

Loan No: 776677701

Page 4

NORTH 50'38'00" EAST 27.32 FEET; THENCE SOUTH 28'14'19" EAST 30.85 FEET; THENCE NORTH 89'45'34" WEST 48.00 FEET TO THE NORTHEASTERLY CORNER OF LOT 504 OF MUIRFIELD SUBDIVISION PHASE 5 AND TO THE POINT OF BEGINNING.

PARCEL B:

BEGINING AT A POINT WHICH LIES SOUTH 89'48'44" EAST ALONG THE CENTER SECTION LINE 1603.00 FEET AND SOUTH 0'11'16" WEST PERPENDICULAR TO SAID SECTION LINE 1.48 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 8 AND RUNNING THENCE NORTH 0'14'26" EAST 213.05 FEET TO A POINT ON A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 9'28'59" AND A RADIUS OF 375.00 FEET (CHORD BEARS NORTH 57'46'32" EAST 62.00 FEET); THENCE ALONG THE ARC 62.07 FEET; THENCE SOUTH 89'45'34" EAST 1000.41 FEET TO THE EASTERLY LINE OF HWID AND THE 1/4 SECTION LINE; THENCE SOUTH 0'09'03" WEST 348.04 FEET, MORE OR LESS; THENCE NORTH 88'22'28" WEST 24.12 FEET; THENCE NORTH 76'44'88" WEST 195.86 FEET; THENCE NORTH 89'57'57" WEST 645.49 FEET; THENCE NORTH 72'33'43" WEST 200.88 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1, 2 AND 3; CROFTER'S GLEN SUBDIVISION PHASE 1 AND 2; CROFTER'S COVE SUBDIVISION PHASE 1, CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED; PRESTWICK SUBDIVISION PHASE 1 AND 2; MUIRFIELD SUBDIVISION PHASE 1, 2, 3 & 4; INVERNESS SUBDIVISION PHASE 1 AND 2.

PARCEL C: BEGINNING AT A POINT WHICH LIES SOUTH 89'48'44" EAST ALONG THE CENTER SECTION LINE 1603.00 FEET AND SOUTH 0'11'16" WEST PERPENDICULAR TO SAID SECTION LINE 1.48 FEET AND SOUTH 72'33'43" EAST 200.88 FEET AND SOUTH 89'57'57" EAST 645.49 FEET AND SOUTH 76'44'88" EAST 195.86 FEET AND SOUTH 88'22'28" EAST 24.17 FEET FROM THE WEST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 1 WEST, SALT LAKE MERIDIAN, SAID POINT ALSO BEING ON THE EASTERLY LINE OF HWID AND THE 1/4 SECTION LINE OF SAID SECTION 8 AND RUNNING THENCE NORTH 0'09'03" EAST ALONG SAID LINE 348.04 FEET, MORE OR LESS; THENCE SOUTH 89'45'34" EAST 25.06 FEET; THENCE SOUTH 0'04'26" WEST 126.06 FEET; THENCE SOUTH 77'17'26" EAST 478.25 FEET; THENCE SOUTH 15'35'15" EAST 110.71 FEET; THENCE SOUTH 70'18'50" WEST 113.52 FEET TO THE BEGINNING OF A CURVE HAVING A CENTRAL ANGLE OF 9'41'10" AND A RADIUS OF 300.00 FEET (CHORD BEARS SOUTH 75'09'25" WEST 50.66 FEET); THENCE ALONG THE ARC 50.72 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 80'00'00" WEST 286.00 FEET; THENCE NORTH 0'10'48" WEST 87.43 FEET; THENCE NORTH 88'22'28" WEST 84.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING SUBDIVISIONS: STONE HAVEN SUBDIVISION PHASE 1, 2 AND 3; CROFTER'S GLEN SUBDIVISION PHASE 1 AND 2; CROFTER'S COVE SUBDIVISION PHASE 1; CROFTER'S COVE SUBDIVISION PHASE 1 AMENDED; PRESTWICK SUBDIVISION PHASE 1 AND 2; MUIRFIELD SUBDIVISION PHASE 1, 2, 3 & 4; INVERNESS SUBDIVISION PHASE 1 AND 2.

PARCEL 4:

BEGINNING AT A POINT WHICH LIES SOUTH 89'48'44" EAST ALONG THE CENTER SECTION LINE 1603.00 FEET AND SOUTH 0'11'16" WEST PERPENDICULAR 1.48 FEET TO THE SECTION LINE AND NORTH 0'14'26" EAST 213.00 FEET AND NORTH 49'09'06" WEST 65.56 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF

ASSIGNMENT OF RENTS
(Continued)

Loan No: 776677701

Page 5

AUGUSTA DRIVE, FROM THE WEST 1/4 CORNER OF SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; AND RUNNING THENCE NORTH 37°19'18" WEST 701.93 FEET; THENCE NORTH 14°01'15" EAST 151.42 FEET; THENCE NORTH 76°28'22" EAST 157.80 FEET; THENCE NORTH 21°00'48" EAST 67.65 FEET; THENCE SOUTH 89°45'34" EAST 1210.00 FEET ALONG THE SOUTHERLY LINE OF MUIRFIELD SUBDIVISION PHASE 9 AND 12, MORE OR LESS, TO THE SOUTHEAST CORNER OF LOT 1201, MUIRFIELD SUBDIVISION PHASE 12; THENCE NORTH 0°14'26" EAST 100.00 FEET; THENCE SOUTH 89°45'34" EAST 83.91 FEET, MORE OR LESS, TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 65°54'48" AND A RADIUS OF 150.00 FEET (CHORD BEARS SOUTH 57°50'24" WEST 163.20 FEET (S/B NORTH 57°50'24" EAST)) THENCE ALONG THE ARC 172.56 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°53'00" EAST 66.12 FEET; THENCE SOUTH 46°41'10" EAST 86.54 FEET; THENCE NORTH 50°42'12" EAST 402.74 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, SAID CURVE HAVING A CENTRAL ANGLE OF 4°46'26" AND A RADIUS OF 260.00 FEET (CHORD BEARS SOUTH 16°44'04" EAST 21.66 FEET) & RUNNING THENCE ALONG THE ARC 21.66 FEET; THENCE SOUTH 50°42'12" WEST 115.95 FEET; THENCE SOUTH 39°17'48" EAST 101.50 FEET; THENCE SOUTH 31°25'21" EAST 86.08 FEET; THENCE SOUTH 2°47'21" EAST 70.73 FEET; THENCE SOUTH 25°24'13" WEST 99.63 FEET; THENCE SOUTH 55°09'01" WEST 568.16 FEET; THENCE NORTH 89°45'34" WEST 1202.48 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF DUNDEE SUBDIVISION PHASE 1; THENCE SOUTH 16°25'25" EAST 467.68 FEET; THENCE SOUTH 50°38'00" WEST 32.90 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16°17'32" AND A RADIUS OF 315.00 FEET (CHORD BEARS SOUTH 58°46'45" WEST 89.27 FEET) THENCE ALONG THE ARC 89.57 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

BEGINNING AT A POINT WHICH LIES NORTH 0°14'42" EAST ALONG THE SECTION LINE AND CENTER LINE OF 3000 WEST STREET 251.86 FEET AND NORTH 89°45'18" WEST PERPENDICULAR TO SAID SECTION LINE 418.00 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 8 AND RUNNING THENCE NORTH 89°53'49" WEST 236.94 FEET; THENCE SOUTH 0°06'11" WEST 219.98 FEET; THENCE NORTH 89°53'49" WEST 509.57 FEET; THENCE NORTH 0°06'11" EAST 219.98 FEET; THENCE NORTH 89°53'49" WEST 1486.64 FEET TO A POINT INTERSECTING THE CENTER SECTION LINE; THENCE NORTH 89°53'34" WEST 509.24 FEET; THENCE NORTH 0°06'11" EAST 368.13 FEET; THENCE SOUTH 89°53'49" EAST 100.00 FEET; THENCE NORTH 0°06'11" EAST 394.77 FEET; THENCE NORTH 9°56'43" WEST 25.72 FEET; THENCE SOUTH 89°53'49" EAST 1328.00 FEET; THENCE NORTH 01°02'52" WEST 584.59 FEET; THENCE NORTH 63°44'47" WEST 128.75 FEET; THENCE NORTH 69°01'32" WEST 132.78 FEET ;THENCE NORTH 34°43'33" WEST 150.88 FEET; THENCE SOUTH 87°29'31" WEST 190.61 FEET; THENCE NORTH 53°32'09" WEST 87.19 FEET; THENCE NORTH 83°37'15" WEST 316.08 FEET, MORE OR LESS, TO THE 1/4 SECTION LINE ; THENCE NORTH 0°09'03" WEST 270.01 FEET; MORE OR LESS, TO A POINT ON THE SOUTHERLY LINE OF LOT 208, INVERNESS SUBDIVISION PHASE 2; THENCE NORTH 64°12'21" EAST 83.91 FEET; THENCE NORTH 39°05'22" EAST 55.41 FEET; THENCE NORTH 80°00'00" EAST 100.00 FEET; THENCE NORTH 10°00'00" WEST 100.00 FEET; THENCE NORTH 80°00'00" EAST 187.59 FEET TO THE BEGINNING OF A CURVE TO THE LEFT SAID CURVE HAVING A

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 6

CENTER ANGLE OF 10°03'52" AND A RADIUS OF 360.00 FEET (CHORD BEARS NORTH 74°58'04" EAST 63.15 FEET); THENCE ALONG THE ARC 63.24 FEET TO THE POINT OF TANGENCY; THENCE NORTH 69°56'08" EAST 114.37 FEET; THENCE SOUTH 31°04'38" EAST 137.93 FEET; THENCE SOUTH 42°09'28" EAST 124.68 FEET; THENCE SOUTH 52°26'27" EAST 123.64 FEET; THENCE SOUTH 55°43'57" EAST 214.00 FEET; THENCE SOUTH 62°15'18" EAST 109.76 FEET; THENCE SOUTH 71°17'59" EAST 117.94 FEET ;THENCE SOUTH 80°45'45" EAST 756.35 FEET; THENCE NORTH 35°03'16" EAST 246.76 FEET; THENCE NORTH 0°13'00" EAST 97.66 FEET; THENCE SOUTH 89°47'00" EAST 163.76 FEET; THENCE SOUTH 0°14'42" WEST 1919.22 FEET TO THE POINT OF BEGINNING.

ALSO BEGINNING AT A POINT WHICH LIES SOUTH 89°45'33" EAST 1792.70 FEET AND SOUTH 0°15'27" WEST 670.14 FEET FROM THE WEST 1/4 CORNER OF SAID SECTION 8 AND RUNNING THENCE NORTH 0°07'31" WEST 158.48 FEET TO A POINT ON THE SOUTH LINE OF LOT 106, INVERNESS SUBDIVISION PHASE 1 AMENDED, THENCE SOUTH 89°57'57" EAST 140.15 FEET; THENCE NORTH 0°03'21" EAST 52.18 FEET; THENCE NORTH 88°25'09" EAST 252.77 FEET; THENCE NORTH 80°11'04" EAST 141.02 FEET; THENCE NORTH 87°18'33" EAST 130.09 FEET; THENCE SOUTH 77°12'05" EAST 142.95 FEET; THENCE NORTH 64°12'21" EAST 67.28 FEET TO THE EASTERLY LINE OF HWID LINE AND THE 1/4 SECTION LINE; THENCE SOUTH 0°09'03" WEST 268.70 FEET, MORE OR LESS, TO A POINT ON THE LINE OF WARRANTY DEED RECORDED MAY 25, 2005 AS ENTRY NO. 2076272 IN BOOK 3795 AT PAGE 899; THENCE NORTH 83°37'15" WEST 16.87 FEET; THENCE NORTH 83°37'15" WEST 301.46 FEET; THENCE SOUTH 89°47'52" WEST 542.92 FEET TO THE POINT OF BEGINNING. SAID PARCEL IS LOCATED WITHIN SECTION 8, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN.

The Property or its address is commonly known as 3176 West 1700 South , Syracuse, UT 84075. The Property tax identification number is 12-047-0246, 12-047-0183, 12-047-0168, 12-047-0165, 12-047-0125, 12-047-0126.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against 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 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.

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

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

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 7

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.

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 8

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.

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

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

Other Defaults. 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

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 9

to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and 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.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

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 Grantor or on 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.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of 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 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 Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if 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

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 10

Lender believes the prospect of payment or performance of the Indebtedness is impaired.

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 Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) 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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to 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

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 11

Lender incurs that in Lender's opinion are 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.

EXHIBIT A. An exhibit, titled "Exhibit A," is attached to this Assignment and by this reference is made a part of this Assignment just as if all the provisions, terms and conditions of the Exhibit had been fully set forth in this Assignment.

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.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Weber County, State of Utah.

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.

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 12

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.

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 circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other 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.

Waiver of Homestead Exemption. Grantor hereby releases and waives all rights and

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 13

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 Glen Eagle Golf Club, L.C., a Utah limited liability company.

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 Glen Eagle Golf Club, L.C., a Utah limited liability company.

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 all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means America First Federal Credit Union, its successors and assigns.

Note. The word "Note" means the promissory note dated June 2, 2016, in the original principal amount of \$560,590.00 from Grantor to Lender, together with all renewals of,

**ASSIGNMENT OF RENTS
(Continued)**

Loan No: 776677701

Page 14

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.

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 JUNE 2, 2016.

GRANTOR:

GLEN EAGLE GOLF CLUB, L.C., A UTAH LIMITED LIABILITY COMPANY

By: 

**Michael E. McBride, Manager of Glen Eagle Golf Club,
L.C., a Utah limited liability company**

ASSIGNMENT OF RENTS
(Continued)

Loan No: 776677701

Page 15

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH

COUNTY OF DAVIS



On this 2 day of JUNE, 2016, before me, the undersigned Notary Public, personally appeared **Michael E. McBride, Manager of Glen Eagle Golf Club, L.C., a Utah limited liability company**, and known to me to be a member or designated agent of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, 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 limited liability company.

By [Signature]

Residing at Logan, UT

Notary Public in and for the State of UT

My commission expires 12-7-16

EXHIBIT A

This EXHIBIT A is attached to and by this reference is made a part of the ASSIGNMENT OF RENTS, dated June 2, 2016, and executed in connection with a loan or other financial accommodations between AMERICA FIRST FEDERAL CREDIT UNION and Glen Eagle Golf Club, L.C., a Utah limited liability company.

Minerals of whatsoever kind, subsurface and surface substances, including but Mt limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.

EASEMENT AS GRANTED TO THE UNITED STATES OF AMERICA BY INSTRUMENT
Recorded: March 16, 1957
Book: 121 Page: 31

EASEMENT AS GRANTED TO THE UNITED STATES OF AMERICA BY INSTRUMENT
Recorded: March 16, 1957
Book: 121 Page: 28

EASEMENT AS GRANTED TO THE UNITED STATES OF AMERICA BY INSTRUMENT
Recorded: February" 14, 1977
Book 636 Page: 80.

Loan No: 776677701

EXHIBIT A
(Continued)

Page 2

THIS EXHIBIT A IS EXECUTED ON JUNE 2, 2016.

GRANTOR:

GLEN EAGLE GOLF CLUB, L.C., A UTAH LIMITED LIABILITY
COMPANY

By: 

Michael E. McBride, Manager of Glen Eagle Golf Club,
L.C., a Utah limited liability company