AFTER RECORDING, RETURN TO:

Robert E. Workman and Ange Workman 1000 South 1000 East Mapleton, UT 84664 Ent 104506 Bk 235 Pg 762
Date: 19-SEP-2006 4:52PM
Fee: \$17.00 Check
Filed By: BDN
BRENDA NELSON, Recorder
MORGAN COUNTY
For: TALON GROUP

# ASSIGNMENT AND ASSUMPTION OF LEASE WITH OPTION TO PURCHASE

Tax I.D 01-002-066 PH of Parcel # 00-0000-1865 PH of Parcel # 00-0000-1865 PH of Tax I.D. 01-002-063 PH of 00-0000-1824

WHEREAS Assignor is named as Lessee and Davis and Weber Counties Canal Company, a Utah nonprofit corporation is named as Lessor in that certain Lease with Option to Purchase as Lessee as evidenced by that certain Lease with Option to Purchase dated May 1, 2005 and recorded March 14, 2006 as Entry No. 102313 in Book 227 at Page 595 within the Official Records of the Morgan County Recorder's Office (herein referred to as the "Lease").

#### Assignor and Assignee hereby agree as follows:

- 1. Assignment. Assignor hereby assigns and sets over and transfers to Assignee, and its successors and/or assigns, all of Assignor's legal and beneficial right, title interest and estate as Lessee in and to the Lease, together with (a) any guarantees, whether now or hereafter made, of the obligations of the Lessor to Lessee under any of the Lease; (b) the right to exercise any and all other rights, options and privileges extended to Assignor under the terms of the Lease.
- 2. <u>Acceptance of Assignment.</u> Assignee hereby accepts the Lease and the assignment thereof and does hereby assume and agree to be bound by, assume and perform all of the terms, covenants and conditions that are contained in the Lease to be performed by Assignor from and after the date of this Assignment.
- 3. <u>Representations and Warranties.</u> The Assignor represents and warrants to the Assignee, and assigns of the Assignee, as follows:
  - (a) A security deposit has not been paid.
  - (b) The Assignor is not now or have they been in any respect in default in the performance of the terms and provisions of the Lease, nor is there now any factor or condition which, with notice or lapse of time, or both, would become such a default.

- (c) The Assignor has not previously assigned or transferred its interest in the Lease.
- (d) The Lease is in full force an effect and the Assignor has no defenses or counterclaims against the Lessor arising out of the Lease or in any way relating thereto or arising out of any other transaction between the Assignor and the Lease.
- (e) The Lessor has no defenses or counterclaims against the Assignor arising out of the Lease or in any way relating thereto or arising out of any other transaction between the Assignor and the Lessee.
- (f) As of the date hereof, the Lessee is current under the rents payable under the Lease.
- 4. <u>Effective Date.</u> This Assignment shall become effective from and after the transfer of the Subject Property by the Assignee, or the assigns of the Assignee, from the Assignor.

### ASSIGNOR:

Lazy H Ranch, LLC, a Utah limited liability company

By: And L. Hatch

Its: Manager

STATE OF UTAH }
}
SS
County of Salt Lake }

On this day of September, 2006, personally appeared before me, J. Floyd Hatch and Carol L. Hatch, the signers of the foregoing instrument, who being by me duly sworn did say that they are the Mangers of Lazy H Ranch, LLC, a Utah limited liability company and that the within and foregoing instrument was signed on behalf of said limited liability company by authority of its Articles of Organization and Operating Agreement and the said J. Floyd Hatch and Carol L. Hatch duly acknowledged to me that said limited liability company executed the same.

MOTADVOLIDLIC

Residing at:

My Commission Expires:

# Assignee Signature and Acknowledgement Page to Assignment and Assumption of Lease

**ASSIGNEE:** 

		By: Name: Robert E. Workman
		By: Juge Worku Name: Ange Workman
STATE OF UTAH	}	
County of Utah	}ss }	
	igners of	2006, personally appeared before me, Robert E. f the foregoing instrument, who being by me duly
		NOTARY PUBLIC
Residing at: 15( E. 3450 N. My Commission Expires: 1/24)	Span	ush Face

### EXHIBIT "A"

The land referred to herein is located in Morgan County, State of Utah and described as follows:

A Parcel of land located in the Northwest Quarter of Section 10, Township 2 North, Range 3 East, Salt Lake Base & Meridian, more particularly described as follows:

BEGINNING at a point on the southerly right-of-way line of Utah State Route 66 which is 651.64 feet South along the West section line from the Northwest corner of said Section 10 and running thence Northeasterly 178.30 feet along said right-of-way line and the arc of a 335.00 foot radius curve to the left through a central angle of 30°29'42" (chord bears North 74°45'09" East 176.20 feet) to a non-tangent line: thence North 30°29'42" West 27.00 feet along said right-of-way line to a point on a 308.00 foot radius non-tangent curve to the left; thence Northeasterly 93.25 feet along said right-of-way and the arc of said curve through a central angle of 17°20'51" (chord bears North 50°49'53" East 92.90 feet) to a 501.43 foot radius non-tangent curve to the right; thence Northeasterly 322.52 feet along said right-of-way and the arc of said curve through a central angle of 36°51'09" (chord bears North 61°28'43" East 316.99 feet) to a point on an existing wire fence line; thence South 11°19'16" West 35.12 feet along said fence line; thence South 52°22'52" West 106.75 feet along said fence line; thence South 52°23'44" West 302.19 feet along said fence line; thence South 56°56'10" West 209.98 feet along said fence to the West line of said Section 10; thence North 118.92 feet along said Section line to the POINT OF BEGINNING.

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