

AFTER RECORDING, RETURN TO:
Robert E. Workman and Ange Workman
1000 South 1000 East
Mapleton, UT 84664

**CORRECTIVE
ASSIGNMENT AND ASSUMPTION OF
LEASE WITH OPTION TO PURCHASE**

THE PURPOSE OF THIS INSTRUMENT IS TO CORRECT THAT CERTAIN ASSIGNMENT AND ASSUMPTION OF LEASE WITH OPTION TO PURCHASE RECORDED SEPTEMBER 19, 2006 AS ENTRY #104506 IN BOOK 235 AT PAGE 762 BY INCLUDING AN OFFICIAL SEAL TO THE NOTARY ACKNOWLEDGEMENT FOR THE ASSIGNEE, DELETED A SECOND REFERENCE TO "AS LESSEE" AT THE END OF THE SECOND LINE AND BEGINNING OF THE FIRST LINE OF THE SECOND PARAGRAPH ON PAGE 1 AND TO INCORPORATE A REFERENCE IN THE SECOND PARAGRAPH ON PAGE 1 TO PROPERTY CONVEYED BY ASSIGNOR TO ASSIGNEE BY THAT CERTAIN GENERAL WARRANTY DEED RECORDED SEPTEMBER 14, 2006 AS ENTRY # 104459 IN BOOK 235 AT PAGE 577 AND DESCRIBED IN EXHIBIT "B" NOW ATTACHED HERETO.

THIS ASSIGNMENT AND ASSUMPTION OF LEASE WITH OPTION TO PURCHASE (the "Assignment") is entered into as of the 13th day of September 2006, between **Lazy H Ranch, LLC**, a Utah limited liability company (herein referred to as the "Assignor"), and **Robert E. Workman and Ange Workman, Husband and Wife, as Joint Tenant** (herein referred to as the "Assignee"), in contemplation of the following facts and circumstances for property located in Morgan County, State of Utah and being more particularly described as follows:

See **Exhibit "A"** attached hereto and by this reference made a part hereof.

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 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"). Note said Lease includes criteria that require reference to the Assignee's Additional Property as described herein as **Exhibit "B"** attached hereto and made a part hereof.

Assignor and Assignee hereby agree as follows:

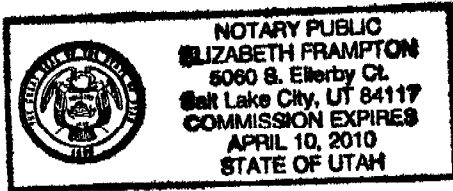
1. **Assignment.** Assignor hereby assigns and sets over and transfers to Assignee, and its successors and/or assigns, all of Assignor's legal and beneficial right, title interest and estate as Lessee in and to the Lease, together with (a) any guarantees, whether now or hereafter made, of the obligations 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. **Acceptance of Assignment.** 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.

THE TALON GROUP
JB# 245506/235

covenants and conditions that are contained in the Lease to be performed by Assignor from and after the date of this Assignment.

3. **Representations and Warranties.** 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. **Effective Date.** 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: J. Floyd Hatch
 Name: J. Floyd Hatch
 Its: Manager

By: Carol L. Hatch
 Name: Carol L. Hatch
 Its: Manager

STATE OF UTAH }
 }ss
 County of Salt Lake }

On this 24 day of May, 2007, 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.

Elizabeth Frampton
 NOTARY PUBLIC

Residing at: 5060 S. Ellorby Ct., LLC, UT 84117
 My Commission Expires: 04/10/10

to Assignment and Assumption of Lease

ASSIGNEE:

By: [Signature]
Name: Robert E. Workman

By: [Signature]
Name: Ange Workman

STATE OF UTAH }
County of Utah }ss
}

On this 24th day of April, 2007, personally appeared before me, Robert E. Workman and Ange Workman, the signers of the foregoing instrument, who being by me duly sworn, did say that they executed the same.

[Signature]
NOTARY PUBLIC

Residing at: Spanish Fork UT
My Commission Expires: 1/26/2009



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 $30^{\circ}29'42''$ (chord bears North $74^{\circ}45'09''$ East 176.20 feet) to a non-tangent line: thence North $30^{\circ}29'42''$ 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 $17^{\circ}20'51''$ (chord bears North $50^{\circ}49'53''$ 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 $36^{\circ}51'09''$ (chord bears North $61^{\circ}28'43''$ East 316.99 feet) to a point on an existing wire fence line; thence South $11^{\circ}19'16''$ West 35.12 feet along said fence line; thence South $52^{\circ}22'52''$ West 106.75 feet along said fence line; thence South $52^{\circ}23'44''$ West 302.19 feet along said fence line; thence South $56^{\circ}56'10''$ 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.

Part of Tax I.D. 01-002-066 and Parcel No. 00-0000-1865

Part of Tax I.D. 01-002-063 and Parcel No. 00-0000-1824

EXHIBIT "B"

The land described herein being situate in Morgan County, State of Utah and described as follows:

All of Section 9, Township 2 North, Range 3 East, Salt Lake Base and Meridian.

Less and Excepting therefrom that portion conveyed to Morgan County for a road, Recorded as Entry No. 34694 in Book "T" at Page 96.

Also Less and Excepting therefrom that portion conveyed to Darlene F. Mortensen, Trustee of the Darlene F. Mortensen Family Protection Trust dated 2-26-1992 Recorded October 4, 2004 as Entry No. 97287 in Book 209 Page 1076 of Official Records.

Parcel I.D. Number: 00-0000-1824
