

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

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.

Tax I.D. 01-002-066 } Pt. of
Parcel # 00-0000-1865 }

Tax I.D. 01-002-063 } Pt. 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. **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.
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.

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.
