



\*W2996357\*

US015MNT

WHEN RECORDED, MAIL TO:

E# 2996357 PG 1 OF 27  
Leann H. Kilts, WEBER COUNTY RECORDER  
09-Aug-19 0353 PM FEE \$40.00 DEP DAC  
REC FOR: METRO NATIONAL TITLE  
ELECTRONICALLY RECORDED

Nelson Christensen Hollingworth & Williams  
Attn: Bruce J. Nelson  
5292 College Drive, Suite 203  
Murray, UT 84123

kl

BST

22-016-0098/0108/0085/0011

BST

22-017-0015/0009/0007

Tax Serial Nos. See Exhibit "A"

22-024-0126 kl

**TRUST DEED**

(With Assignment of Rents)

THIS TRUST DEED, made this 8 day of August, 2019, is given by WCU, LLC, a Utah limited liability company, with an address of 3718 Wolf Creek Drive, Eden, UT 84310, as "*Trustor*," to SPENCER B. NELSON, ESQ. as "*Trustee*," for the benefit of CALCON MUTUAL MORTGAGE, LLC, a Delaware limited liability company, with an address of 3131 Camino Del Rio North, Suite 1680, San Diego, CA 92108, as "*Beneficiary*."

WITNESSETH: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, those certain parcels of real property situated in Weber County, State of Utah, and more fully described on Exhibit "A" attached hereto (the "*Property*"), together with all buildings, fixtures and improvements thereon and all water rights, permits, construction contracts, licenses, surveys, studies, reports, entitlements, rights of way, easements, rents, issues, profits, income, tenements, hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with the Property, or any part thereof, SUBJECT, HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits;

FOR THE PURPOSE OF SECURING: (a) payment of the indebtedness and satisfaction of the other obligations set forth in that certain Secured Promissory Note, of even date herewith, in the principal amount of \$3,028,500.00 (the "*Promissory Note*") made by Trustor (also the "*Borrower*"), payable to the order of Beneficiary at the time, in the manner, and with interest as therein set forth, and any extensions, renewals, amendments or modifications thereof, together with interest thereon as therein provided; (b) the performance of each agreement and covenant of Borrower contained in this Trust Deed, the Promissory Note, of even date herewith, all the terms and conditions of which are hereby incorporated and made part of this Trust Deed, and any and all other documents now or hereafter required by Beneficiary and executed by Borrower or any other person or party in connection with the loan evidenced by the Promissory Note (all such documents are sometimes referred to herein collectively as the "*Loan Documents*"); (c) the payment of such additional loans or advances as hereafter may be made to Borrower, its successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Trust Deed; and (d) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

AND, Trustor hereby warrants, covenants and agrees that Trustor is the lawful owner of the Property, with good and marketable title, free and clear of all encumbrances, liens or charges excepting only those matters attributed or created by the Loan Documents by and between Trustor and Beneficiary of even date herewith.

TO PROTECT THE SECURITY OF THIS TRUST DEED, TRUSTOR AGREES:

1. **Preservation of the Property.** To keep the Property in good condition and repair; not to remove or demolish any building thereon, to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary to preserve the Property in good condition and repair. Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon pursuant to the provisions contained herein.
2. **Property Insurance.** To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary and shall contain a standard "mortgagee protection clause", shall have attached a "lender's loss payable endorsement", and shall name Beneficiary, its successors and/or assigns, as an additional insured or loss payee, as appropriate. Such insurance shall contain a provision that such insurance will not be cancelled or materially amended or altered without at least thirty (30) days prior written notice to Beneficiary. In event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged.
3. **Evidence of Title.** To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or policies of title insurance and any extensions or renewals thereof or supplements thereto.
4. **Defense of Actions Affecting the Property.** To appear in and defend any action or proceeding purporting to affect the security hereof, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorneys' fees in a reasonable sum incurred by Beneficiary or Trustee.
5. **Taxes and Assessments.** To pay at least ten (10) days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents,

assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust Deed.

6. **Hazardous Substances.** Not to cause, permit, allow or suffer the presence, use, generation, manufacture, release, discharge, storage or disposal of any hazardous or toxic materials, substances or wastes as designated or regulated by applicable federal, state or local environmental laws (collectively, "***Hazardous Materials***") on, under, in or about the Property, or the transportation of any Hazardous Materials to or from the Property. Trustor shall immediately notify Beneficiary in writing of: (a) any enforcement, cleanup, removal or other governmental or regulatory action instituted, completed or threatened in connection with any Hazardous Materials; (b) any claim made or threatened by any third party against Trustee or the Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials; and (c) Trustee's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause all or any portion of the Property to be subject to any restrictions on the ownership, occupancy, transferability or use.

7. **Protection of Beneficiary's Rights in the Property.** Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee authorized to enter upon the Property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights of powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay reasonable fees. Trustor acknowledges and agrees that Beneficiary assumes no obligations related to the Property, including without limitation, any obligation of Trustor under any contract, license or permit comprising part of the property.

8. **Payments of Expenses.** To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of ten percent (10%) per annum until paid, and the repayment thereof shall be secured hereby.

IT IS MUTUALLY AGREED THAT:

9. **Condemnation.** Should the Property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own

name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorneys' fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

10. **Consents; Subordination; Reconveyance.** At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Trust Deed and the Promissory Note for endorsement (in case of full reconveyance, for cancellation and retention), without affecting the liability of any person for the payment of the indebtedness secured hereby, Trustee may (a) consent to the making of any map or plat of the Property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Trust Deed or the lien or charge thereof; (d) reconvey, without warranty, all or any part of the Property. The grantee in any reconveyance may be described as "the person or persons entitled thereto," and the recitals therein of any matters or facts shall be conclusive proof of truthfulness thereof. Trustor agrees to pay reasonable Trustee's fees for any of the services mentioned in this paragraph.

11. **No Further Encumbrances.** As an express condition of Beneficiary making the loan secured by this Trust Deed, and Trustor shall not further encumber, pledge, mortgage, hypothecate, place any lien, charge or claim upon, or otherwise give as security the Property or any interest therein nor cause or allow by operation of law the encumbrance of the Trust Estate or any interest therein without the written consent of Beneficiary even though such encumbrance may be junior to the encumbrance created by this Trust Deed. Encumbrance of the Property contrary to the provisions of this Section 11 without the express written consent of Beneficiary, shall constitute a default hereunder and at Beneficiary's option, Beneficiary may declare the entire balance of principal and interest secured hereby immediately due and payable, whether such default is created by Trustor or an unaffiliated third party asserting a judgment lien, mechanic's or materialmen's lien or any other type of encumbrance or title defect; provided that Beneficiary shall not exercise such option if such exercise is prohibited by applicable law.

12. **Due on Sale** Other than (a) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (b) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Trustor shall not sell, convey or otherwise transfer the Property or any part thereof or interest therein, without the prior written consent of Beneficiary. If the Property, or any part thereof, or any interest therein, is sold, conveyed or otherwise transferred without the prior written consent of Beneficiary, or if Trustor be divested of title to the Property, or any part thereof or interest therein, in any manner, whether voluntarily or involuntarily, then the full principal indebtedness of the Promissory Note and all other indebtedness secured hereby, at the option of Beneficiary and without demand or notice, shall immediately become due and payable; provided that Beneficiary shall not exercise such option if such exercise is prohibited by applicable law. It is expressly acknowledged and agreed that any transfer of more than ten percent (10%) of the capital

stock, partnership or member interests of Trustor, as the case may be, shall constitute a transfer of the entire Property within the meaning of this Section 12.

13. **Assignment of Rents.** As additional security, Trustor hereby assigns Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the Property affected by this Trust Deed and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such monies shall cease and Beneficiary shall, in its own name or in the name of and on behalf of Trustor, have the right, with or without taking possession of the Property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such monies shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option. Trustor agrees that it will not collect rent on the Property more than one month in advance or lease the Property other than on commercially reasonable terms.

14. **Possession and Collection of Rents.** Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

15. **Forbearance by Beneficiary Not a Waiver.** The entering upon and taking possession of the Property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

16. **Possession or Collection of Rents Not a Waiver.** The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

17. **Default.** Time is of the essence hereof. Upon default by Borrower in the payment of any indebtedness secured hereby or in the performance of any obligation of Borrower under any of the Loan Documents, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations

hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee the Promissory Note and all documents evidencing expenditures secured hereby.

18. **Sale of Property Upon Default.** After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such Property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than 45 days beyond the original day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of Trustee's and attorneys' fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at ten percent (10%) per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the District Court of the county in which the sale took place.

19. **Acceleration.** Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceeding all costs and expenses incident thereto, including a reasonable attorneys' fee in such amount as shall be fixed by the court.

20. **Successor Trustee.** Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

21. **Successors and Assigns.** This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Trust Deed, whenever the

context requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The rights and obligations of Trustor under this Trust Deed shall not be assigned or delegated by Trustor without the prior written consent of Beneficiary, and any purported assignment or delegation without such consent shall be void. Trustor specifically acknowledges that Beneficiary may transfer its interest under this Trust Deed in whole or in part.

22. **Governing Law; Jurisdiction.** This Trust Deed shall be construed according to the laws of the State of Utah. Venue and jurisdiction are governed by the terms of the Note for which this Trust Deed acts as collateral.

23. **Notice of Default.** The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to it at the address hereinbefore set forth.

24. **Attorney's Fees.** In the event any party defaults in its obligations set forth herein, the non-defaulting party shall be entitled to all costs of enforcing the same, including a reasonable attorney's fee, whether or not suit be instituted.

25. **Waiver of Jury Trial.** EACH OF TRUSTOR AND BENEFICIARY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THE LOAN DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED THEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. EACH OF TRUSTOR AND BENEFICIARY ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THE WAIVER IN ENTERING INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH OF TRUSTOR AND BENEFICIARY WARRANTS AND REPRESENTS THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

26. **Negative Covenants.** No Improvements or material accessories of the Property shall be removed, demolished or materially altered without the prior written consent of Beneficiary. In addition, without the prior written consent of Beneficiary, Trustor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, subdivision, or other public or private restrictions limiting or defining the uses which may be made of the Property.

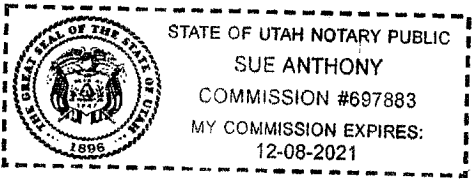
IN WITNESS WHEREOF, Trustor has executed this Trust Deed (with Assignment of Rents) as of the date first set forth above.

WCU, LLC,  
a Utah limited liability company

By: *John L. Lewis*  
Name: John L. Lewis  
Its: Manager

STATE OF UTAH                    )  
  ): ss.  
COUNTY OF Weber )

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of August, 2019, by John L. Lewis, as Manager of WCU, LLC, a Utah limited liability company, who signed on behalf of said limited liability company.



*Sue Anthony*  
Notary Public



**EXHIBIT A**

(LEGAL DESCRIPTION)

## Exhibit "A"

## Parcel 1:

Part of the South half and the Northeast quarter of Sections 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian.

## Southwest quarter:

Beginning at the Southeast corner of the Southwest quarter of Section 22; running thence North  $00^{\circ}30'27''$  East 2677.19 feet; along the East line of the Southwest quarter of Section 22; to the North line of the Southwest quarter of Section 22; thence North  $89^{\circ}14'39''$  West 1460.1 feet; along the North boundary line of the Southwest quarter of Section 22; thence South  $10^{\circ}00'00''$  East 450 feet; thence South  $22^{\circ}50'00''$  East 768 feet, thence South  $30^{\circ}00'00''$  East 748.22 feet; thence Southerly along a road to a point which is West 230 feet, more or less, North  $01^{\circ}20'00''$  East 550 feet and North  $89^{\circ}07'33''$  West 1132 feet from the point of beginning; thence Easterly 230 feet more or less; thence South  $01^{\circ}20'00''$  West 550 feet; to the South line of the Southwest quarter of Section 22; thence South  $89^{\circ}07'33''$  East 1132 feet; along the South line of the Southwest quarter corner of Section 22 to the point of beginning.

Excepting therefrom any portion lying within the dedicated street recorded in Book 15 of Plats, Page 7, records of Weber County, Utah.

Excepting therefrom any portion lying within the dedicated street recorded in Book 31 of Plats, Page 25, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Zeanes P Smith, recorded in Book 1195 of Records, Page 754, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Village Inc., recorded in Book 1415 of Records, Page 980, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to John H Laub, recorded in Book 1495 of Records, Page 478, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Eden Water Works Company, recorded in Book 1561 of Records, Page 1893, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Timeshare and Construction Inc recorded in Book 1566 of Records, Page 459, records of Weber County, Utah.

Excepting therefrom any portion lying within that portion dedicated as Wolf Creek Village 2, Phase 2 and Phase 3, recorded in Book 46 of Records, Page 50, and Book 46 of Records, Page 53, respectively; records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as Moose Hollow

Condominium, Phase 1, Phase 2, Phase 4, Phase 5 and Phase 6, recorded in Book 49, Page 9, of records, Book 52, Page 74 of records, Book 59, Page 51 of records, Book 61, Page 56 of records and Book 63, page 82 of records, respectively, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Timeshare and Construction Inc., recorded in Book 2015 of Records, Page 544, records of Weber County, Utah.

Excepting therefrom any portion lying within that portion dedicated as: Worldmark, The Club at Wolf Creek Village Phase 1, in Book 50, Page 59; Worldmark, the Club at Wolf Creek Village Phase 2, in Book 51, Page 16; Wolf Creek Village II, Phase 2, in Book 46, Page 50; Wolf Creek Village II, Phase 3, in Book 46, Page 53; Wolf Creek Village II, in Book 33, Page 10; Wolf Creek Village - Phase 1, in Book 25, Page 16; Wolf Creek Village - Phase 1, 1st Amendment, in Book 64, Page 2; Wolf Creek Village - Phase 1, 2nd Amendment, in Book 69, Page 12, in the Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Trendwest Resorts, Inc., Recorded as Entry No. 1641932.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Properties LC, recorded as Entry No. 2210707.

Excepting therefrom any portion lying South and West of Moose Hollow Drive (3600 North Street).

Excepting therefrom any portion dedicated as Welcome Center Subdivision in Book 68, Page 75.

Excepting therefrom any portion lying within the property deeded to Utah Department of Transportation, recorded as Entry No. 2497734 and 2525740, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as Powder Canyon Condominium Project, Phase 1, recorded in Book 68 of Plats, Page 9, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Powder Canyon, LLC, recorded as Entry No. 2319626, Records of Weber County, Utah.

Exception therefrom any portion lying within the property deeded to the Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, recorded as Entry No. 2402026, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as The Cascades at Moose Hollow Condominium Phase 1, recorded in Book 56 of Plats, Page 56, Records of Weber County, Utah.

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North,

Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: A circular parcel of land having a radius of 100.00 feet and a center point located South 89°07'33" East 2206.91 feet along the Southerly line of said Section 22 and North 00°00'00" East 1596.75 feet from the Southwest corner of said Section 22. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantor's land for access to the above described parcel of land. And easement 10.00 feet in width, lying 5.00 feet on each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel or land. The approximate center line of the easement is depicted on the attached photo as dotted line (E#2514198)

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: Commencing at the Southwest corner of said Section 22; thence South 89°07'33" East 1871.99 feet along the Southerly line of said Section 22; thence North 00°00'00" East 1534.93 feet from the Southwest corner of said Section 22 to the point of beginning; thence South 18°54'58" West 138.36 feet to the beginning of a curve concave Northerly having a radius of 25.00 feet; thence Westerly 55.83 feet along said curve through a central angle of 127°57'25" to the beginning of a compound curve concave Easterly having a radius of 135.00 feet; thence Northerly 92.74 feet along said curve through a central angle of 39°21'32" to the beginning of a reverse curve concave Westerly having a radius of 447.51 feet; thence Northerly 340.69 feet along said curve through a central angle of 43°37'07" to the beginning of a reverse curve concave Easterly having a radius of 175.00 feet; thence Northerly 137.17 feet along said curve through a central angle of 44°54'41" to the beginning of a compound curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly 72.45 feet along said curve through a central angle of 83°01'14" to the beginning of a compound curve concave Southwesterly having a radius of 35.00 feet; thence Southeasterly 43.72 feet along said curve through a central angle of 71°34'43" to the beginning of a reverse curve concave Northeasterly having a radius of 45.00 feet; thence Southeasterly 44.35 feet along said curve through a central angle of 56°28'27"; thence South 74°21'01" East 19.11 feet to the beginning of a curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly 18.85 feet along said curve through a central angle of 53°59'44"; thence South 20°21'17" East 22.21 feet to the beginning of a curve concave Westerly having a radius of 100.00 feet; thence Southerly 17.13 feet along said curve through a central angle of 09°48'46" to the beginning of a reverse curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly 52.78 feet along said curve through a central angle of 30°14'33" to the beginning of a reverse curve concave Southwesterly having a radius of 100.00 feet; thence Southeasterly 51.32 feet along said curve through a central angle of 29°24'13" to the beginning of a reverse curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly 53.38 feet along said curve through a central angle of 30°34'55" to the beginning of a reverse curve concave Westerly having a radius of 100.00 feet; thence Southerly 71.01 feet along said curve through a central angle of 40°41'00"; thence South 01°16'46" East 66.23 feet to the beginning of a curve concave Westerly having a radius of 100.00 feet; thence Southerly 52.28 feet along said curve through a central angle of 29°57'22" to the beginning of a reverse curve concave southeasterly having a radius of 100.00 feet; thence Southwesterly 17.04 feet along said curve through a central angle of 09°45'38" to the point of beginning. Together with an easement

for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. And easement 10.00 feet in width, lying 5.00 feet each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel of land, the approximate center line of the easement is depicted on the attached photo as a dotted line (E#2514202)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the East One-Half of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the intersection of the grantors South property line with the existing East right of way line of said State Highway SR-158 at a point 1335.24 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 237.10 feet West from the center of said Section 22, running thence South  $43^{\circ}30'53''$  East 26.63 feet along said South property line, thence Northeasterly 11.97 feet along the arc of a curve to the left having a radius of 943.00 feet (Note: Chord bears North  $37^{\circ}34'57''$  East for a distance of 11.97 feet); thence North  $37^{\circ}13'08''$  East a distance of 62.29 feet; thence Northeasterly 318.19 feet following the arc of a curve to the left, having a radius of 3633.00 feet (Note: Chord bears North  $34^{\circ}42'32''$  East for a distance of 318.19 feet) to said East right of way line; thence Southwesterly 388.40 feet along said East Right of Way line following along the arc of a curve to the right, having a radius of 2669.00 feet (Note: Chord bears South  $39^{\circ}03'13''$  West for a distance of 388.06 feet) to the point of beginning. (Entry No. 2579181)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northeast Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning at intersection of the West right of way line of the existing State Highway SR-158 and the North boundary line of the grantors property at a point 929.36 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 11.14 feet West from the Center of Section 22 as monument by Weber County; running thence North  $43^{\circ}12'39''$  West a distance of 4.05 feet along said North boundary line; thence Southwesterly 90.99 feet along the arc of a curve to the right, having a radius of 3567.00 feet (Note: Chord bears South  $31^{\circ}26'36''$  West for a distance of 90.98 feet) to said existing right of way line; thence Northeasterly 90.00 feet along the arc of a curve to the left, having a radius of 2603.00 feet (Note: Chord bears North  $33^{\circ}55'41''$  East for a distance of 90.00 feet) along said right of way line to the point of beginning. (Entry No. 2579182)

Excepting therefrom the following three (3) parcels, more particularly described as follows:

(1) SOUTH PARCEL

BEGINNING AT A POINT ON A 2603.00 FOOT RADIUS CURVE ON THE WESTERLY RIGHT OF WAY OF WOLF CREEK DRIVE, SAID POINT BEING 1113.08 FEET SOUTH  $00^{\circ}01'12''$  WEST AND 145.79 FEET WEST FROM THE CENTER OF SECTION 22,

TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: COURSE 1: ALONG THE ARC OF SAID 2603.00 FOOT RADIUS CURVE TO THE RIGHT 262.23 FEET, (CHORD BEARS SOUTH 40°44'41" WEST 262.12 FEET); COURSE 2: SOUTH 43°37'50" WEST 169.28 FEET TO THE ARC OF A 2158.06 FOOT RADIUS CURVE; COURSE 3: ALONG THE ARC OF SAID 2158.06 FOOT RADIUS CURVE TO THE RIGHT 28.39 FEET, (CHORD BEARS SOUTH 44°00'27" WEST 28.39 FEET); THENCE NORTH 21°05'06" WEST 163.81 FEET; THENCE NORTH 12°42'20" WEST 131.64 FEET; THENCE NORTH 21°50'59" WEST 134.40 FEET; THENCE NORTH 30°38'50" WEST 154.99 FEET; THENCE NORTH 22°24'38" WEST 39.20 FEET; THENCE NORTH 69°24'07" EAST 20.23 FEET TO A POINT ON A 290.50 FOOT RADIUS CURVE ON THE WESTERLY BOUNDARY OF A PRIVATE ROAD; THENCE ALONG SAID PRIVATE ROAD THE FOLLOWING FIVE (5) COURSES: COURSE 1: ALONG THE ARC OF SAID 290.50 FOOT RADIUS CURVE TO THE LEFT 289.56 FEET, (CHORD BEARS SOUTH 49°09'10" EAST 277.72 FEET) TO THE ARC OF A 110.50 FOOT RADIUS CURVE; COURSE 2: ALONG THE ARC OF SAID 110.50 FOOT RADIUS CURVE TO THE LEFT 47.13 FEET, (CHORD BEARS SOUTH 89°55'34" EAST 46.77 FEET); COURSE 3: NORTH 75°19'10" EAST 109.16 FEET TO THE ARC OF A 50.00 FOOT RADIUS CURVE; COURSE 4: ALONG THE ARC OF SAID 50.00 FOOT RADIUS CURVE TO THE RIGHT 42.77 FEET, (CHORD BEARS SOUTH 80°10'24" EAST 41.48 FEET); COURSE 5: SOUTH 55°39'59" EAST 141.93 FEET TO THE POINT OF BEGINNING.

(2) NORTH PARCEL

BEGINNING AT A POINT ON A 290.50 FOOT RADIUS CURVE ON THE WEST BOUNDARY OF A PRIVATE ROAD, SAID POINT BEING 578.61 FEET SOUTH 00°01'12" WEST AND 613.36 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF SAID 290.50 FOOT RADIUS CURVE TO THE LEFT 313.02 FEET, (CHORD BEARS SOUTH 10°16'14" WEST 298.09 FEET); THENCE SOUTH 69°25'07" WEST 20.23 FEET; THENCE NORTH 22°24'38" WEST 153.45 FEET; THENCE NORTH 29°26'32" WEST 103.49 FEET; THENCE NORTH 32°51'43" WEST 96.15 FEET; THENCE NORTH 21°37'23" WEST 43.01 FEET; THENCE NORTH 47°35'44" EAST 164.12 FEET; THENCE SOUTH 41°53'00" EAST 80.66 FEET; THENCE SOUTH 35°52'46" EAST 127.02 FEET TO THE POINT OF BEGINNING.

(3) WYNDHAM PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY WOLF CREEK DRIVE AND THE BOUNDARY OF A PRIVATE ROAD; SAID POINT BEING 1072.46 FEET SOUTH 00°01'12" WEST AND 114.86 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SAID BOUNDARY OF THE PRIVATE ROAD THE FOLLOWING SEVEN (7) COURSES: COURSE 1: NORTH 55°39'59" WEST 104.80 FEET TO THE ARC OF A 142.62 FOOT RADIUS CURVE; COURSE 2: ALONG THE ARC OF SAID 142.62 FOOT RADIUS CURVE TO THE LEFT 109.39 FEET, (CHORD BEARS NORTH 77°38'23" WEST 106.73 FEET); COURSE 3: SOUTH 80°23'13" WEST 117.78 FEET TO THE ARC OF A 65.50 FOOT RADIUS CURVE; COURSE 4: ALONG THE ARC OF SAID 65.50 FOOT RADIUS CURVE TO THE RIGHT 25.04 FEET, (CHORD BEARS NORTH

88°39'37" WEST 24.89 FEET) TO THE ARC OF A 245.50 FOOT RADIUS CURVE; COURSE 5: ALONG THE ARC OF SAID 245.50 FOOT RADIUS CURVE TO THE RIGHT 498.79 FEET, (CHORD BEARS NORTH 19°30'03" WEST 417.33 FEET); COURSE 6: SOUTH 35°52'46" EAST 0.11 FEET TO THE ARC OF A 245.50 FOOT RADIUS CURVE; COURSE 7: ALONG THE ARC OF SAID 245.50 FOOT RADIUS CURVE TO THE RIGHT 133.53 FEET, (CHORD BEARS NORTH 54°17'00" EAST 131.89 FEET); THENCE SOUTH 43°30'00" EAST 340.62 FEET; THENCE SOUTH 88°30'00" EAST 110.25 FEET; THENCE SOUTH 43°30'00" EAST 180.91 FEET TO THE ARC OF A 2603.00 FOOT RADIUS CURVE ON THE WESTERLY RIGHT OF WAY OF WOLF CREEK DRIVE; THENCE ALONG THE ARC OF SAID 2603.00 FOOT RADIUS CURVE TO THE RIGHT 184.90 FEET, (CHORD BEARS SOUTH 34°41'59" WEST 184.87 FEET) TO THE POINT OF BEGINNING.

**Southeast Quarter:**

That part of the Southeast quarter lying on the West side of the West boundary line of Wolf Creek Drive.

Excepting therefrom any portion lying within the boundary of parcel 22-016-0058 more particularly described as follows, as deeded to Wolf Creek Properties, L.C., Recorded as Entry No. 2256963, records of Weber County, Utah:

Part of the Northwest quarter and East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point North 00°30'27" East 70.83 feet along the section line and West 48.57 feet from the center of said Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian; thence the following courses: North 38°48'58" East 183.29 feet; to a non-tangent curve on the South right of way line of SR 158; thence along said SR 158 the following four courses: Southeasterly 53.00 feet; along said curve to the right to a tangent line (r=458.00' delta=06°37'48" t=26.53' chb=52.97' chb=s 48°21'33" E); thence South 51°40'26" East 241.92 feet; to a tangent curve; thence Southeasterly 135.98 feet; along a curve to the right (r=141.58' delta=55°01'39" t=73.75' ch=130.81' chb-s 24°12'41" E) to a compound curve; thence Southerly 54.24 feet; along said curve to the right (r=667.71' delta=04°39'18" t=27.13' ch=54.22' chb=s 05°34'04" W) to a non-tangent line; thence North 84°05'40" West 52.99 feet; to a non-tangent curve; thence Westerly 71.08 feet; along said curve to the left (r=38.08' delta=106°56'55" t=51.42' ch=61.20' chb=n 84°05'40" W) to a non-tangent line; thence North 84°05'40" West 138.51 feet; thence North 10°48'19" West 82.39 feet; thence North 49°09'51" West 166.32 feet; to the point of beginning.

Excepting therefrom any portion lying within that portion dedicated as Worldmark, The Club at Wolf Creek Village Phase 1, recorded in Book 50 of Plats, Page 59, and Worldmark, The Club at Wolf Creek Village Phase 2, recorded in Book 51 of Plats, Page 16, records of Weber County,

Excepting therefrom any portion lying within that portion dedicated as: Wolf Creek Village II, in Book 33, Page 10; Wolf Creek Village - Phase 1, in Book 25, Page 16; Wolf Creek Village - Phase 1, 1st Amendment, in Book 64, Page 2; Wolf Creek Village - Phase 1, 2nd Amendment, in Book 69, Page 12; Wolf Creek Village II Phase 2, in Book 46, Page 50; and Wolf Creek Village II Phase 3, in Book 46, Page 53, in the Records of Weber County, Utah.

Subject to the following easement: a strip of land 25 feet in width situated in the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point on the West right of way line of Wolf Creek Drive (SR-158), said point being South 88°55'14" East 316.53 feet and South 260.55 feet from the center of Section 22; running thence North 71°42'57" West 6.04 feet; thence North 66°32'13" West 28.27 feet; thence North 16°50'18" East 34.04 feet; thence North 10°27'47" East 80.93 feet; to the South boundary line of parcel number 22-016-0058.

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northwest Quarter of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the West right of way line of the existing State Highway SR-158 at a point 240.38 feet South 00°17'28" West and 325.31 feet East from the Center of Section 22 as monumented by Weber County; running thence Southwesterly 120.78 feet along the arc of a curve to the right, having a radius of 1667.00 feet (Note: Chord bears South 24°13'59" West, for a distance of 120.75 feet); thence South 26°18'31" West a distance of 76.47 feet to the grantors South boundary line; thence South 75°19'21" East a distance of 7.74 feet along said South boundary line to said West right of way line; thence along said right of way line the following two (2) courses: (1) North 25°36'05" East a distance of 81.80 feet, (2) Northeasterly 114.45 feet along the arc of a curve to the left, having a radius of 686.11 feet (Note: Chord bears North 20°49'01" East for a distance of 114.32 feet) to the point of beginning. (Entry No. 2579183)

Northeast Quarter:

Beginning at the center of Section 22; running thence: North 03°27'59" East 27.99 feet; thence South 49°09'51" East 43.72 feet; to the South line of the Northeast quarter of Section 22; thence North 88°55'14" West 34.78 feet; along said South line of the Northeast quarter of Section 22; to the point of beginning.

Parcel 2:

Part of the Northwest quarter of Section 22, Township 7 North, Range 1 East Salt Lake Base & Meridian US survey: beginning the Northeast corner of Fairway Oaks at Wolf Creek PRUD Phase 2, running thence South 87°41'19" East 393.67 feet, thence South 84°03'30" East 758.1 feet; thence South 56°21'00" East 401.0 feet; thence South 2°57'30" West 54.3 feet; thence North 89°31'15" West 1443.74 feet, more or less, to the Southeast corner of Fairway Oaks at Wolf Creek PRUD phase 2; thence North 02°39'07" East 79.90 feet; thence North 20°25'22" West 81.47 feet; North 89°16'03" East 72.06 feet thence North 43°02'33" East 61.58 feet; thence North 32°49'03" West 104.15 feet to beginning.

Reserving however from the above described property rights-of-way and easements for all purposes on ingress and egress, utilities and water line, including construction and maintenance, which easements and rights-of-way are to run with and be a part of the land retained by the grantors, and are described as follows: a 60 foot road right of way described as follows:



beginning at the Northeast corner of Fairway Oaks at Wolf Creek PRUD Phase 2, running thence North 59°00' East 35 feet, more or less; thence North 31°00' West 100 feet, more or less; thence South 79°55'10" East 38.4 feet; thence North 31°34'30" East 35 feet; thence South 31°00' East 90.0 feet; thence along a curve to the left with a radius of 170.0 feet for an arc length of 225.50 feet; thence North 73°00' East 109 feet; thence South 8°24'30" West 33.8 feet; thence South 84°03'30" East 72.9 feet; thence South 73°00' West 161.33 feet; thence along a curve to the right with a radius of 230 feet for an arc length of 274.2 feet; thence South 59°00' West 50 feet, more or less, to the East line of said subdivision; thence Northwest 60 feet to beginning.

Excepting therefrom: part of the Northwest quarter and East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point North 00°30'27" East 70.83 feet along the section line and West 48.57 feet from the center of said Section 22, Township 7 North, Range 1 East Salt Lake Base & Meridian; thence the following courses: North 38°48'58" East 183.29 feet; to a non-tangent curve on the South right of way line of SR 158; thence along said SR 158; the following four courses: Southeasterly 53.00 feet; along said curve to the right to a tangent line ( $r=458.00'$   $\Delta=06^{\circ}37'48''$   $t=26.53'$   $ch=52.97'$   $chb=s$   $48^{\circ}21'33''$  E) thence South 51°40'26" East 241.92 feet; to a tangent curve; thence Southeasterly 135.98 feet; along a curve to the right ( $r=141.58'$   $\Delta=55^{\circ}01'39''$   $t=73.75'$   $ch=130.81'$   $chb=s$   $24^{\circ}12'41''$  East) to a compound curve; thence Southerly 54.24 feet; along said curve to the right ( $r=667.71'$   $\Delta=04^{\circ}39'18''$   $t=27.13'$   $ch=54.22'$   $chb=$  South  $05^{\circ}34'04''$  W) to a non-tangent line thence North 84°05'40" West 52.99 feet; to a non-tangent curve thence Westerly 71.08 feet along said curve to the left ( $r=38.08'$   $\Delta=106^{\circ}56'55''$   $t=51.42'$   $ch=61.20'$   $chb=n$   $84^{\circ}05'40''$  West) to a non-tangent line thence North 84°05'40" West 138.51 feet to a non-tangent line;  $10^{\circ}48'19''$  West 82.39 feet; thence North 49°09'51" West 166.32 feet; to the point of beginning.

Also excepting therefrom: part of the North half of Sections 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point North 00°30'27" East 70.83 feet and West 48.57 feet from the center of Section 22; running thence North 55°50'31" West 368.67 feet; thence North 83°42'40" West 23.32 feet; to the South boundary of Wolf Creek Subdivision Phase 1; thence along said Wolf Creek Subdivision Phase 1 the following two courses: North 04°59'10" West 61.40 feet; thence North 69°10'50" East 328.85 feet, to the West right of way line of Wolf Creek Drive (SR-158); thence along the said West right of way line of Wolf Creek Drive (SR-158) the following three courses: Southerly 127.70 feet; along a curve to the left ( $r=1393.31'$   $\Delta=05^{\circ}15'04''$   $\tan=63.89'$   $ch=127.65'$   $chb=s$   $23^{\circ}30'13''$  E) to a compound curve; thence Southerly 7.04 feet; along said compound curve to the left ( $r=1415.43'$   $\Delta=00^{\circ}17'06''$   $\tan=3.52'$   $ch=7.04'$   $chb=s$   $26^{\circ}07'32''$  E) to a compound curve; thence Southerly 150.09 feet; along said compound curve to the left ( $r=458.00'$   $\Delta=18^{\circ}46'34''$   $\tan=75.72'$   $ch=149.42'$   $chb=s$   $35^{\circ}39'22''$  E) to a non-tangent line; thence South 38°48'58" West 183.29 feet; to the point of beginning.

#### Parcel 3:

Beginning at a point on the North line of the Fairway Oaks Phase 1 Subdivision, said point being North 00°20'47" East 400.01 feet along the Section line and South 89°14'39" East 73.37 feet and North 78°24'08" East 60.00 feet from the West Quarter corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing North 00°20'47" East 2678.81 feet

between said West Quarter corner and the Northwest corner of said Section 22); and running thence North 85°23'10" East 5.49 feet; thence North 04°36'50" West 28.97 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South 85°23'10" West; thence Northerly along the arc of said curve 58.49 feet through a central angle of 14°34'16"; thence North 19°11'06" West 19.91 feet to a point of curvature of a 70.00 foot radius curve to the right, the center of which bears North 70°48'54" East; thence Northerly along the arc of said curve 46.38 feet through a central angle of 37°57'47"; thence North 18°46'41" East 78.02 feet; thence South 86°01'15" East 98.86 feet; thence North 04°04'29" East 785.51 feet; thence North 55°14'14" East 226.49 feet; thence North 34°43'01" East 121.50 feet; thence North 21°21'04" East 269.33 feet to a point of curvature of a 168.00 foot radius curve to the right, thence center of which bears South 68°38'56" East; thence Southeasterly along the arc of said curve 513.65 feet through a central angle of 175°10'37"; thence South 16°31'41" West 432.36 feet; thence South 35°17'41" West 669.63 feet; thence South 16°10'15" East 207.24 feet; thence South 80°24'49" East 559.78 feet; thence North 54°01'25" East 284.52 feet; thence North 11°36'26" East 678.68 feet; thence North 65°25'06" West 341.23 feet; thence North 12°41'49" West 133.82 feet; thence North 29°38'50" East 593.80 feet; thence North 87°05'36" East 111.81 feet to the Westerly boundary of the Wolf Creek Phase II Subdivision; thence along said Westerly line the following six (6) courses 1) thence South 15°07'47" West (South 14°47' West plat) 259.14 feet; 2) thence South 12°46'17" West (South 12°26'30" West Plat) 334.70 feet; 3) thence South 86°20'43" East (South 86°41'30" East Plat) 214.60 feet; 4) thence North 31°36'02" East (North 31°15'15" East Plat) 168.90 feet; 5) thence South 76°45'43" East (South 77°06'30" East Plat) 79.20 feet; 6) thence South 07°10'07" West (South 06°49'20" West Plat) 127.60 feet; thence South 07°09'42" West 20.03 feet to the West line of the Wolf Creek Phase I Subdivision; thence along said West line of Wolf Creek Phase 1 the following three (3) courses: 1) thence South 07°09'58" West (South 06°49'20" West Plat) 200.00 feet; 2) thence South 05°41'08" West (South 05°20'30" East plat) 677.20 feet 3) thence South 08°45'08" West (South 08°24'30" West plat) 352.00 feet; thence North 87°41'19" West 393.67 feet to the Northeast corner of the Fairway Oaks Phase II Subdivision; thence North 89°16'03" West 685.81 feet along the North line of said Fairway Oaks phase II to the Northeast corner of the Fairway Oaks Phase I Subdivision; thence along the North line of said Fairway Oaks Phase I the following five (5) courses; 1) thence North 89°16'05" West 191.19 feet; 2) thence South 57°23'41" West 60.16 feet; 3) thence West 108.60 feet; 4) thence North 05°10'41" West 36.25 feet; 5) thence North 08°23'16" West 55.99 feet to the point of beginning.

Parcel 4:

Part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at the Southeast corner of said Section 22, running thence West 40 chains thence North to the North line of the Southeast quarter; thence East to the Northeast corner of Southeast quarter; thence South 40 chains to the point beginning.

Together with an easement, as created by that certain Declaration of Easement and Restrictions recorded May 11, 2006 as Entry No. 2179128, more particularly described as: A strip of land 40 feet wide, being 20 feet on each side of the following described centerline. Also part of the South 1/2 of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at a point on the South boundary of Moose Hollow Condominium Phase 1, said point

being 271.43 feet East and 2427.58 feet South of the center of said Section 22; thence as follows: South 28°22'04" West 122.71 feet; thence South 139.58 feet to the quarter section line of Section 22.

Together with Easement as created by that certain Quit Claim Deed with reservation of easement recorded as E#2903498, to wit: A easement for ingress, egress, and the installation, maintenance, repair of existing or new public utilities more particularly described as follows: A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East of the Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the South right-of-way line of Elkhorn Drive being located South 88°55'24" East 2079.97 feet along the North line of said Southeast quarter and South 00°00'00" East 526.83 feet from the Northwest corner of said Southeast Quarter; running thence along said South right-of-way line along the arc of a 1430.00 foot radius curve to the right 104.97 feet, having a central angle of 04°12'21", chord bears South 50°30'39" East 104.95 feet; thence South 13°20'44" West 481.12 feet; thence North 53°49'54" West 102.21 feet to the Southeast corner of the Wolf Ridge Phase 4 Subdivision Amended; thence along the east line of said Wolf Ridge Phase 4 Subdivision Amended North 13°20'44" East 487.72 feet to the point of beginning.

Excepting therefrom the following described property deeded to Eden Water Works Company a Corporation in Book 92 of Records Page 638 records of Weber County, Utah described as follows: commencing at a point marked by a stone set in the ground from which the quarter section corner to Section 22 and 23, Township 7 North, Range 1 East bears North 23°08' East 1203.2 feet distance; thence North 43°05' East 171.0 feet; thence South 35°46' East 175.0 feet; thence South 77°35' West 163.0 feet; thence North 47° West 77 feet to the place of beginning.

Excepting therefrom the following described property recorded in Book 1396 of Records Page 766 records of Weber County, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point which is South 89°31'15" East 416.29 feet along the quarter section line, South 0°28'45" East 116.12 feet, South 75°00' East 65.00 feet and South 65°00' East 22.87 feet from the center of said Section 22, and running thence North 21°50' East 121.33 feet; thence South 67°15' East 52.57 feet; thence Easterly along the arc of a 394.62 foot radius curve to the right 30.40 feet (long chord bears South 65°03'03" East 30.39 feet); thence South 66°50' West 85.96 feet; thence South 23°10' East 8.66 feet; thence South 66°50' West 7.66 feet; thence South 21°50' West 47.78 feet; thence North 65°00' West 22.87 feet to the point of beginning. Together with and subject to a 24 foot right of way for ingress and egress over a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East Salt Lake Base & Meridian, US survey. Said right of way being 12 feet on either side of an parallel to the following described centerline: beginning at a point on East right of way line of Wolf Creek Drive which is South 89°31'15" East 412.59 feet along the quarter section line, and South 0°28'45" East 27.54 feet from the center of said Section 22; and running thence East 67.08 feet; thence Easterly along the arc of a 137.12 foot radius curve to the right 54.45 feet (long chord bears South 78°37'30" East 54.09 feet); thence South 67°15' East 60.00 feet; thence Easterly along the arc of a 382.62 foot radius curve to the right 48.42 feet (long chord bears South 63°37'30" East 48.38 feet).

Excepting therefrom the following described property, recorded in Book 1396 of Records Page 776, records of Weber County, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point which is South 89°31'15" East 416.29 feet, South 0°28'45" West 116.12 feet, and South 75°00' East 65.00 feet from the center of said Section 22; and running thence North 21°50' East 54.25 feet; thence North 23°10' West 7.66 feet; thence North 66°50' East 8.66 feet; thence North 23°10' West 70.68 feet; thence East 7.36 feet; thence Easterly along the arc of a 149.12 foot radius curve to the right 59.21 feet, (long chord bears south 78°37'30" East 58.82 feet); thence South 67°15' East 7.43 feet; thence South 21°50' East 121.33 feet; thence North 65°00' West 22.87 feet to the point of beginning. Together with a subject to a 24 foot right of way for ingress and egress over a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: said right of way being 12 feet on either side of and parallel to the following described centerline: beginning at a point on East right of way line of Wolf Creek Drive which is South 89°31'15" East 412.59 feet along the quarter section line, and South 0°28'45" East 27.54 feet from the center of said Section 22; and running thence East 67.08 feet; thence Easterly along the arc of a 137.12 foot radius curve to the right 54.45 feet (long chord bears South 78°37'30" East 54.09 feet); thence South 67°15' East 60.00 feet; thence Easterly along the arc of a 382.62 foot radius curve to the right 48.42 feet (long chord bears South 63°37'30" East 48.38 feet).

Excepting therefrom the following described property, recorded in Book 1396 of Records, Page 778, records of Weber County, Utah, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point which is South 89°31'15" East 416.29 feet along the quarter section line, South 0°28'45" West 116.12 feet, South 75°00' East 65.00 feet, and South 65°00' East 45.74 feet from the center of said Section 22, and running thence North 21°50' East 47.78 feet; thence North 66°50' East 7.66 feet; thence North 23°10' West 8.66 feet; thence North 66°50' East 85.95 feet; thence Easterly along the arc of a 394.62 foot radius curve to the right 19.54 feet (long chord bears South 61°24'24" East 19.53 feet); thence South 27°52'54" West 132.66 feet; thence North 56°00' West 67.00 feet to the point of beginning. Together with and subject to a 24 foot right of way for ingress and egress over a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: said right of way being 12 feet on either side of and parallel to the following described centerline: beginning at a point on East right of way line of Wolf Creek Drive which is South 89°31'15" East 412.59 feet along the quarter section line, and South 0°28'45" East 27.54 feet from the center of said Section 22; and running thence East 67.08 feet; thence Easterly along the arc of a 137.12 foot radius curve to the right 54.45 feet (long chord bears South 78°37'30" East 54.09 feet); thence South 67°15' East 60.00 feet; thence Easterly along the arc of a 382.62 foot radius curve to the right 48.42 feet (long chord bears South 63°37'30" East 48.38 feet).

Excepting therefrom the following described property, recorded in Book 1398 of Records Page 958, records of Weber County, Utah, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point 646.25 feet South 89°28'07" East along the quarter section line and 48.19 feet South from the center of said Section 22, and running thence South 69°27'08" East 94.52 feet; thence South

21°45'37" West 123.00 feet; thence North 68°14'23" West 47.25 feet; thence South 21°45'37" West 5.00 feet; thence North 68°14'23" West 47.25 feet; thence North 21°45'37" East 126.00 feet to the point of beginning.

Excepting therefrom that portion within the road dedication of Elkhorn Drive, Plat Book 24 Page 51, records of Weber County, Utah, to wit: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point on the Easterly right of way line of Wolf Creek drive which is 402.96 feet South 89°28'07" East along the quarter section line from the center of said Section 22; running thence Northwesterly along the arc of a 207.59 foot radius curve to the left 61.18 feet (long chord bears North 29°29'02" West 60.96 feet) along said Easterly right of way line, thence Northeasterly along the arc of a 627.00 foot radius curve to the right 207.73 feet (long chord bears North 76°00'32" East 206.78 feet), thence Southeasterly along the arc of a 1033.00 foot radius curve to the right 407.56 feet (long chord bears South 83°11'50" East 404.92 feet) thence South 19°15' West 39.31 feet, thence South 49°30' West 31.45 feet, thence Northwesterly along the arc of a 967.00 foot radius curve to the left 364.35 feet (long chord bears North 83°42' West 362.20 feet), thence Southwesterly along the arc of a 561.00 foot radius curve to the left 179.79 feet (long chord bears South 76°19'08" West 179.02 feet) to said Easterly right of way line of Wolf Creek Drive, thence Northwesterly along the arc of a 207.59 foot radius curve to the left 5.41 feet (long chord bears North 20°17'36" West 5.41 feet) along said Easterly right of way line to the point of beginning.

Excepting therefrom the following described property deeded to Wolf Star, Inc., in Book 1408 of Records Page 125, records of Weber County, to wit: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point on the Easterly line of Wolf Creek Drive being 402.96 feet South 89°28'07" East along the quarter section line from the center of said Section 22, and running thence Northwesterly along the arc of a 207.59 foot radius curve to the left a distance of 67.40 feet (long chord bears North 30°20'31" West 67.11 feet) along said Easterly line of Wolf Creek Drive; thence Northeasterly along the arc of a 633 foot radius curve to the right a distance of 158.54 feet (long chord bears North 73°32'38" East 158.12 feet); thence North 10°00' East 190.00 feet; thence North 22°30' West 366.72 feet; thence North 54°00' East 322.44 feet; thence East 303.68 feet; thence South 51°00' East 365.00 feet; thence South 38°00' West 292.63 feet; thence South 19°15' West 360.00 feet; thence South 49°30' West 435.00 feet; thence North 66°00' West 245.00 feet to the Easterly line of Wolf Creek Drive; thence Northerly along said Easterly line the following two courses: Northeasterly along the arc of a 751.74 foot radius curve to the left a distance of 80.04 feet (long chord bears North 6°01'45" East 80.00 feet) and Northwesterly along the arc of a 207.59 foot radius curve to the left a distance of 87.03 feet (long chord bears North 9°01'51" West 86.39 feet) to the point of beginning. Also an undivided 1/3 Interest in the following: A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 646.25 feet South 89°28'07" East along the Quarter Section line and 48.19 feet South from the center of said Section 22; and running thence South 69°27'08" East 94.52 feet; thence South 21°45'37" West 123.00 feet; thence North 68°14'23" West 47.25 feet; thence South 21°45'37" West 5.00 feet; thence North 68°14'23" West 47.25 feet; thence North 21°45'37" East 126.00 feet to the point of beginning.

Excepting therefrom the following described property deeded to Wolf Creek Village Inc, Recorded in Book 1415 at Page 980 in the Records of Weber County, Utah, to wit: A part of the South half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point being 432.39 feet South 00°00'33" West along the Quarter section line and 104.00 feet South 10°00' West and 30.68 feet South 25°6'43" East from the center of said Section 22; and running thence South 80°00' East 40.95 feet; thence South 64°30' East 67.29 feet; thence South 84°27'51" East 36.43 feet; thence South 63°00' East 28.00 feet to the Westerly line of Wolf Creek Drive; thence along said Westerly line the following Two (2) Courses South 25°18'44" West 15.00 feet, and Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 228.79 feet (long chord bears South 27°49'49" West 228.71 feet); thence North 58°45' West 142.22 feet; thence North 31°15' East 24.80 feet; thence North 20°15' West 100.68 feet; thence North 69°45' East 20.00 feet; thence North 20°15' West 60.66 feet; thence South 83°45' East 49.47 feet; thence North 66°56'45" East 51.66 feet to the point of beginning.

Excepting therefrom the following described property deeded to John H. Laub, recording in Book 1495 at Page 478 in the records of Weber County, Utah, to wit: A Part of the South half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 520.00 feet North 10°30'49" East 947.00 feet and North 79°20'11" West 40.00 feet from the South Quarter corner of said Section 22; running thence South 10°30'49" West 105 feet; thence North 70°29'11" West 136.47 feet; thence North 50°50'18" West 145.70 feet to the South line of Wolf Creek Drive (an existing dedicated road); thence Northeasterly along the arc of a regular curve to the left 98.95 feet (R=2669.00 feet); thence South 52°57'45" East 117.68 feet; thence South 79°29'11" East 113.22 feet to the place of beginning.

Excepting therefrom that part dedicated as Wolf Ridge Subdivision, Phase 3 in Book 39 at Page 63 and Wolf Ridge Subdivision, Phase 4 in Book 39 at Page 64, of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 1 in Book 42 at Page 42 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 1A in Book 43 at Page 70 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 2 in Book 42 at Page 43 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 2, Lots 24-28 Amended in Book 46 at Page 94 of Plats, Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 3 in Book 48 at Page 23 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 1 in Book 49 at Page 9 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 2 in Book 52 at Page 74, of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 3 in Book 54 at Page 43, of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 6 in Book 63 at Page 82 of Plats in Weber County, Utah.

Also excepting; the South Half of the following described property: A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point 1718.20 feet South and 181.14 feet East of the Center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of bearing, North 89°14'39" West from said corner to the West Quarter corner of Section 22); thence North 86°12'13" East 203.46 feet; thence South 48°28'27" East 40.74 feet; thence North 78°32'18" East 61.37 feet; thence South 36°47'02" East 195.26 feet; thence South 28°21'48" West 73.39 feet to the Northeast corner of Moose Hollow Condominium Phase 3; thence North 68°21'50" West 134.45 feet along said Phase 3 Boundary; thence North 79°53'09" West 98.00 along said Phase 3 Boundary to a non-tangent curve to the right; thence Southwesterly 193.10 feet along said curve and Phase 3 Boundary to a reverse curve to the left (R=260.00 feet, Delta=42°33'08", T=193.10 feet, CHB=South 31°23'25" West); thence Southwesterly 2.16 feet along said curve and Phase 3 Boundary to a non-tangent line and Phase 1 Boundary (R=1921.51 feet, Delta=0°03'51", T=1.08 feet, CH=2.16 feet, CHB=South 52°38'03" West); thence North 52°14'55" West 250.88 feet along said Phase 1 Boundary; thence North 66°37'30" East 7.59 feet; thence North 54°20'50" East 118.45 feet; thence North 23°54'09" East 100.91 feet to the point of beginning.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 1 in Book 56 at Page 56 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 2 in Book 56 at Page 81 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 3 in Book 60 at Page 99 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 4 in Book 61 at Page 01 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 5 in Book 61 at Page 27 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 6 in Book 63 at Page 10 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 7 in Book 67 at Page 01 of Plats in Weber County, Utah.

Excepting therefrom Wolf Ridge Phase 4, Subdivision Amended (61-98), described as follows: Part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at the Northeast Corner of Lot 32, Wolf Ridge Phase 3 Subdivision, said point being South 89°28'07" East 1576.81 feet and South 00°31'53" West 262.72 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence South 66°16'59" East 252.82 feet to a tangent curve to the right; thence Southeasterly 324.60 feet along said curve to a non-tangent line (R=1430.00, TAN=163.00, Delta=13°00'22", CH=323.91, CHB=S59°46'49" East); thence South 12°45'01" West 488.88 feet along said line; thence North 54°25'16" West 691.69 feet to the Southeast corner of Lot 30, Wolf Ridge Phase 3 Subdivision; thence North 22°34'40" East 166.07 feet along the property line to the Northeast corner of said Lot 30; thence North 46°04'26" East 66.54 feet to the Southeast corner of Lot 32, Wolf Ridge Phase 3 Subdivision; thence North 18°46'39" East 147.03 feet along the property line of said lot 32 to the point of beginning.

Excepting therefrom: Part of the East Half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, described as follows: Beginning at the Northwest corner of the Elkhorn Subdivision, Phase 1, recorded as Entry No. 1415848 said point being East 1,363.44 feet and South 128.61 feet from the monumented center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing is North 89°14'39" West from said center of Section to the West Quarter corner of said Section 22); and running thence North 65°37'15" West 306.52 feet along the North line of Elkhorn Drive and the Wolf Ridge Phase 3 Subdivision (recorded as Entry No. 1338495); thence North 26°52'53" East 1067.22 feet; thence North 03°26'20" West 424.00 feet; thence North 68°09'06" East 359.00 feet; thence South 56°48'29" East 565.00 feet; thence South 02°23'14" West 849.00 feet; thence South 13°37'47" West 876.47 feet to a point of curvature of a 1496.00 foot radius non-tangent curve to the left and the Northerly Right of Way of Elkhorn Drive, the center of which bears South 36°41'53" West; thence Northwesterly along said Northerly Right of Way and the arc of a curve 321.65 feet through a central angle of 12°19'08"; thence North 65°37'15" West 511.12 feet along said Northerly Right of Way to the point of beginning.

Excepting therefrom any portion of said property lying on the Westerly side of the Easterly Boundary Line of Wolf Creek Drive.

Excepting therefrom any portion lying within The Highlands at Wolf Creek, Phase 1 in Book 55 at Page 93 of Plats in Weber County, Utah.

Excepting therefrom that portion deeded to Wolf Creek Water and Sewer Improvement District, as recorded February 3, 2011 as Entry No. 2514201, described as follows: That portion of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: Commencing at the Southeast Corner of said Section 22; thence North 89°09'42" West 1611.55 feet along the Southerly line of said Section 22; Thence North 00°00'00" East 1827.36 feet to the



point of beginning; thence North 43°59'48" East 120.63 feet to the beginning of a non-tangent curve concave Southerly having a radius of 41.96 feet, a radial line to said curve bears North 44°42'19" West; thence Westerly 50.89 feet along said curve through a central angle of 69°29'12"; thence South 61°42'26" East 615.80 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 52.69 feet, a radial line to said curve bears North 23°58'28" East; thence Southeasterly 53.51 feet along said curve through a central angle of 58°11'22"; thence South 02°00'19" East 25.31 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 52.50 feet, a radial line to said curve bears South 74°04'38" West; thence Southeasterly 63.44 feet along said curve through a central angle of 69°13'27" to the beginning of a non-tangent curve concave Southwesterly having a radius of 74.12 feet, a radial line to said curve bears North 13°18'19" East; thence Southeasterly 94.44 feet along said curve through a central angle of 73°00'29" to the beginning of a non-tangent curve concave Westerly having a radius of 126.46 feet, a radial line to said curve bears North 81°13'53" East; thence Southerly 128.40 feet along said curve through a central angle of 58°10'31"; thence South 51°43'50" West 144.04 feet to the beginning of a non-tangent curve concave Northerly having a radius of 503.12 feet, a radial line to said curve bears South 29°24'26" East; thence Westerly 187.83 feet along said curve through a central angle of 21°23'24" to the beginning of a non-tangent curve concave Northerly having a radius of 172.01 feet, a radial line to said curve bears South 11°50'45" East; thence Westerly 185.88 feet along said curve through a central angle of 61°54'56" 185.88 feet to the beginning of a non-tangent curve concave Easterly having a radius of 232.61 feet, a radial line to said curve bears South 59°29'50" West; thence Northerly 146.42 feet along said curve through a central angle of 36°03'58" to the beginning of a non-tangent curve concave Southeasterly having a radius of 91.11 feet, a radial line to said curve bears North 83°57'51" West; thence Northeasterly 53.52 feet along said curve through a central angle of 33°39'26"; thence North 35°44'06" East 40.87 feet to the beginning of a non-tangent curve concave Westerly having a radius of 91.99 feet, a radial line to said curve bears South 57°19'38" East; thence Northerly 135.61 feet along said curve through a central angle of 84°27'45"; thence North 53°21'42" West 145.42 feet; thence North 51°59'59" West 233.44 feet to the point of beginning.

Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land.

And easements 10.00 feet in width, lying 5.00 feet on each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel of land. The approximate center line of the easement is depicted on the attached photo as a dotted line.

Excepting that parcel of land deeded to Eden Water Works Co. by Quitclaim Deed with reservation of easement, recorded as E#2903498 and E#2981432 to-wit:

A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East of the Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point on the South right-of-way line of Elkhorn Drive being located South 88°55'24" East 2079.97 feet along the North line of said Southeast quarter and South 00°00'00" East 526.83 feet from the Northwest corner of said Southeast Quarter; running thence along said South right-of-way line along the arc of a 1430.00 foot radius curve to the right 213.75 feet, having a central angle of 08°33'51", chord bears South 48°19'54" East 213.55 feet; thence along the arc of a 1529.00 foot radius curve to

the left 520.58 feet, having a central angle of  $19^{\circ}30'27''$ , chord bears South  $53^{\circ}48'12''$  East 518.07 feet; thence along the arc of a 598.67 foot radius curve to the right 51.29 feet, having a central angle of  $04^{\circ}54'31''$ , chord bears South  $61^{\circ}06'10''$  East 51.27 feet to the Westerly boundary line of the Elkhorn Subdivision Phase 1A; thence along said Westerly boundary line the following (3) courses: (1) South  $54^{\circ}14'00''$  West 270.92 feet; (2) South  $35^{\circ}00'09''$  West 63.36 feet; (3) South  $07^{\circ}42'31''$  West 156.25 feet; thence North  $62^{\circ}58'06''$  West 420.20 feet; thence North  $00^{\circ}34'36''$  West 111.95 feet; thence North  $53^{\circ}49'54''$  West 102.21 feet to the Southeast corner of the Wolf Ridge Phase 4 Subdivision Amended; thence along the East line of said Wolf Ridge Phase 4 Subdivision Amended North  $13^{\circ}20'44''$  East 487.72 feet to the point of beginning.

Parcel 5:

Part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: beginning at the North Quarter corner of said Section; running thence South  $0^{\circ}16'53''$  West 162.04 feet (as per boundary line agreement e# 2153286) thence South  $89^{\circ}07'48''$  East to Elkhorn Subdivision Phase 2 Amended, thence North  $04^{\circ}02'50''$  West along said subdivision to the Section line, thence Westerly along the Section line to the point of beginning.

Except that portion within Town Homes Parcel. 68-19

Parcel 6:

Part of the South half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: beginning at a point which is North 520.00 feet, North  $10^{\circ}30'49''$  East 947.00 feet and North  $79^{\circ}20'11''$  West 40.00 feet from the South Quarter corner of said Section 22; running thence South  $10^{\circ}30'49''$  West 105 feet; thence North  $70^{\circ}29'11''$  West 136.47 feet; thence North  $50^{\circ}50'18''$  West 145.70 feet to the South line of Wolf Creek Drive (an existing dedicated road); thence Northeasterly along the arc of a regular curve to the left 98.95 feet ( $r=2669.00$  feet); thence South  $52^{\circ}57'45''$  East 117.68 feet; thence South  $79^{\circ}29'11''$  East 113.22 feet to the place of beginning.

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the East One-Half of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the intersection of the grantors South property line with the existing East right of way line of said State Highway SR-158 at a point 1335.24 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 237.10 feet West from the center of said Section 22, running thence South  $43^{\circ}30'53''$  East 26.63 feet along said South property line, thence Northeasterly 11.97 feet along the arc of a curve to the left having a radius of 943.00 feet (Note: Chord bears North  $37^{\circ}34'57''$  East for a distance of 11.97 feet); thence North  $37^{\circ}13'08''$  East a distance of 62.29 feet; thence Northeasterly 318.19 feet following the arc of a curve to the left, having a radius of 3633.00 feet (Note: Chord bears North  $34^{\circ}42'32''$  East for a distance of 318.19 feet) to said East right of way line; thence Southwesterly 388.40 feet along said East Right of Way line following along the arc of a curve to the right, having a radius of 2669.00 feet (Note: Chord bears South  $39^{\circ}03'13''$  West for a distance of 388.06 feet) to the point of beginning. (Entry No. 2579181)

## Parcel 7:

Part of the West half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: beginning South  $89^{\circ}31'15''$  East 1204.89 feet and South  $10^{\circ}00'$  East 154.81 feet from the West Quarter corner of said Section 22; running thence South  $10^{\circ}00'$  East 282.64 feet; thence South  $22^{\circ}50'$  East 108.33 feet; thence South  $67^{\circ}10'$  West 149.29 feet; thence North  $35^{\circ}12'08''$  West 309.25 feet, more or less, thence Northeasterly along the arc of a 200 foot radius curve to the left a distance of 160.57 feet, thence North  $80^{\circ}00'$  East 183.60 feet to beginning.

## Parcel 8:

INTENTIONALLY DELETED

## Parcel 9:

Part of the Northwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Southeast corner of Lot 31, Wolf Creek Subdivision No. 2; thence North  $85^{\circ}00'$  West 7.6 feet; thence South  $16^{\circ}00'00''$  East 27.47 feet, more or less to the section line; thence Northerly along the Section 25.74 feet, more or less to the point of beginning.