

22-016-0098/0108/0085/0011

65015MNT 22-017-0015/0009/0007



\*W2996358\*

WHEN RECORDED MAIL TO:

22-021-0124

Nelson Christensen Hollingworth & Williams  
5292 College Drive, Suite 203  
Murray, Utah 84123  
Attention: Bruce J. Nelson, Esq.

E# 2996358 PG 1 OF 25  
Leann H. Kilts, WEBER COUNTY RECORDER  
09-Aug-19 03:53 PM FEE \$40.00 DEP DAC  
REC FOR: METRO NATIONAL TITLE  
ELECTRONICALLY RECORDED

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") dated and effective as of the 8<sup>th</sup> day of August, 2019 is made by **WCU, LLC**, a Utah limited liability company, having an address at 3718 Wolf Creek Drive, Eden, UT 84310 (together with its successors and permitted assigns, "Assignor"), to **CALCON MUTUAL MORTGAGE, LLC**, a Delaware limited liability company, having an address of 3131 Camino Del Rio North, Suite 1680, San Diego, CA 92108 (together with its successors and assigns, "Assignee").

### WITNESSETH:

WHEREAS, Assignor is the owner of a fee simple title to that certain parcel of real property (the "Premises") described in Exhibit A attached hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "Property");

WHEREAS, Assignee, as lender, and Assignor, as borrower, have entered into a certain loan pursuant to which Assignee has agreed to make a secured loan to Assignor in the maximum principal amount of up to \$3,028,500 (the "Loan").

WHEREAS, Assignor has executed a Promissory Note in such principal amount (as the same may be amended, modified, restated, severed, consolidated, renewed, replaced, or supplemented from time to time, the "Note"), which is secured by, *inter alia*, that certain Trust Deed (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Instrument") on the Property.

WHEREAS, it is a condition to the obligation of Assignee to make the Loan to Assignor that Assignor execute and deliver this Assignment to Assignee;

WHEREAS, this Assignment is being given as additional security for the Loan; and

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, and for the purpose of additionally securing the Loan, Assignor hereby assigns, transfers, conveys and sets over unto Assignee all right, title and interest of Assignor in and to all leases and all rents;

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

1. **Certain Representations, Warranties and Covenants.** Assignor represents, warrants and covenants to Assignee that:

(a) The payment of the rents to accrue under any lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor;

(b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment or the Note or Security Instrument; and

(c) Assignor hereby authorizes and directs any tenant under any of the leases and any successor to all or any part of the interests of any such tenant to pay directly to the Assignee the rents due and to become due under such tenant's lease, and such authorization and direction shall be sufficient warrant to the tenant to make future payments of rents directly to Assignee the without the necessity for further consent by Assignor.

2. **Assignment; Deferred Exercise of Rights.**

(a) As part of the consideration for the Loan and subject to subsection (b) below, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in and to all present and future leases and rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the rents; provided, however, that prior to an Event of Default, and subject at all times to this Section 2, and Section 5 hereof, Assignor shall have a revocable license, but limited as provided in this Assignment and the Note or Security Instrument, to otherwise deal with, and enjoy the rights of the lessor under, the leases.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Note or Security Instrument, or otherwise available at law or in equity.

3. **Rents Held in Trust by Assignor.** Rents held or received by Assignor shall be held or received by Assignor as trustee for the benefit of Assignee only.

4. **Effect on Rights Under Other Documents.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note or Security Instrument, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the Note or Security Instrument.

5. **Event of Default.** Upon or at any time after the occurrence and during the continuance of an Event of Default and as otherwise available at law or in equity:

(a) Assignee may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Loan, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all rents, including those past-due and unpaid, for application to the payment of the Loan in accordance with the terms of the Loan Documents, and Assignee may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any lease. The exercise by Assignee of the option granted it in this Section and the collection of the rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.

(b) Assignor hereby acknowledges and agrees that payment of any item of rent by a person to Assignee as hereinabove provided shall constitute payment in full of such item of rent by such person, as fully and with the same effect as if it had been paid to Assignor.

(c) Assignee, in respect of the leases and rents, shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 11(b) to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

6. **Attorney-in-Fact.** Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any action and execute any instruments that Assignor is obligated, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 6, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of rents.

7. **Termination.** Assignee, by the acceptance of this Assignment, agrees that when all of the obligations of the Loan shall have been paid in full, this Assignment shall terminate, and Assignee shall execute and deliver to Assignor, upon such termination such instruments of termination or re-assignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

8. **Expenses.** Each party agrees to pay to the other all out-of-pocket expenses (including expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by the other of any obligation of hereunder which either party has failed or refused to perform.

9. **Further Assurances.** Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and

things that may be necessary and desirable to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

**10. No Obligation by Assignee.** By virtue of this Assignment, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the leases. This Assignment shall not operate to constitute Assignee as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

**11. Miscellaneous.**

(a) No failure on the part of Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

(b) Until the indebtedness and all other obligations secured by the Security Instrument is paid in full, Assignor will, upon request, deliver from time to time to Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing leases to which Assignor is a party, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future leases to which Assignor is a party, and upon request of Assignee, will specifically transfer and assign to Assignee such other and future leases upon the same terms and conditions as herein contained.

(c) Assignor represents that it: (i) has been advised that Assignee engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

**12. No Oral Change.** This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

**13. Successors and Assigns.** Assignor may not assign its rights under this Assignment. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee, and their respective successors and assigns. Assignee shall have the right to assign, delegate, pledge, participate or transfer its rights and obligations under

this Assignment without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Assignee under this Assignment.

14. **Notices.** All notices, demands, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Note.

15. **Inapplicable Provisions.** If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

*[Remainder of Page Intentionally Left Blank; Signature Page to Follow]*



**EXHIBIT A**

**Description of Property**

[ ]

## 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°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°05'40" West) to a non-tangent line thence North 84°05'40" West 138.51 feet to a non-tangent line; 10°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  $85^{\circ}23'10''$  East 5.49 feet; thence North  $04^{\circ}36'50''$  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  $85^{\circ}23'10''$  West; thence Northerly along the arc of said curve 58.49 feet through a central angle of  $14^{\circ}34'16''$ ; thence North  $19^{\circ}11'06''$  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  $70^{\circ}48'54''$  East; thence Northerly along the arc of said curve 46.38 feet through a central angle of  $37^{\circ}57'47''$ ; thence North  $18^{\circ}46'41''$  East 78.02 feet; thence South  $86^{\circ}01'15''$  East 98.86 feet; thence North  $04^{\circ}04'29''$  East 785.51 feet; thence North  $55^{\circ}14'14''$  East 226.49 feet; thence North  $34^{\circ}43'01''$  East 121.50 feet; thence North  $21^{\circ}21'04''$  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  $68^{\circ}38'56''$  East; thence Southeasterly along the arc of said curve 513.65 feet through a central angle of  $175^{\circ}10'37''$ ; thence South  $16^{\circ}31'41''$  West 432.36 feet; thence South  $35^{\circ}17'41''$  West 669.63 feet; thence South  $16^{\circ}10'15''$  East 207.24 feet; thence South  $80^{\circ}24'49''$  East 559.78 feet; thence North  $54^{\circ}01'25''$  East 284.52 feet; thence North  $11^{\circ}36'26''$  East 678.68 feet; thence North  $65^{\circ}25'06''$  West 341.23 feet; thence North  $12^{\circ}41'49''$  West 133.82 feet; thence North  $29^{\circ}38'50''$  East 593.80 feet; thence North  $87^{\circ}05'36''$  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  $15^{\circ}07'47''$  West (South  $14^{\circ}47'$  West plat) 259.14 feet; 2) thence South  $12^{\circ}46'17''$  West (South  $12^{\circ}26'30''$  West Plat) 334.70 feet; 3) thence South  $86^{\circ}20'43''$  East (South  $86^{\circ}41'30''$  East Plat) 214.60 feet; 4) thence North  $31^{\circ}36'02''$  East (North  $31^{\circ}15'15''$  East Plat) 168.90 feet; 5) thence South  $76^{\circ}45'43''$  East (South  $77^{\circ}06'30''$  East Plat) 79.20 feet; 6) thence South  $07^{\circ}10'07''$  West (South  $06^{\circ}49'20''$  West Plat) 127.60 feet; thence South  $07^{\circ}09'42''$  West 20.03 feet to the West line of the Wolf Creek Phase 1 Subdivision; thence along said West line of Wolf Creek Phase 1 the following three (3) courses: 1) thence South  $07^{\circ}09'58''$  West (South  $06^{\circ}49'20''$  West Plat) 200.00 feet; 2) thence South  $05^{\circ}41'08''$  West (South  $05^{\circ}20'30''$  East plat) 677.20 feet 3) thence South  $08^{\circ}45'08''$  West (South  $08^{\circ}24'30''$  West plat) 352.00 feet; thence North  $87^{\circ}41'19''$  West 393.67 feet to the Northeast corner of the Fairway Oaks Phase II Subdivision; thence North  $89^{\circ}16'03''$  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  $89^{\circ}16'05''$  West 191.19 feet; 2) thence South  $57^{\circ}23'41''$  West 60.16 feet; 3) thence West 108.60 feet; 4) thence North  $05^{\circ}10'41''$  West 36.25 feet; 5) thence North  $08^{\circ}23'16''$  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  $89^{\circ}28'07''$  East 1576.81 feet and South  $00^{\circ}31'53''$  West 262.72 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence South  $66^{\circ}16'59''$  East 252.82 feet to a tangent curve to the right; thence Southeasterly 324.60 feet along said curve to a non-tangent line ( $R=1430.00$ ,  $TAN=163.00$ ,  $\Delta=13^{\circ}00'22''$ ,  $CH=323.91$ ,  $CHB=S59^{\circ}46'49''$  East); thence South  $12^{\circ}45'01''$  West 488.88 feet along said line; thence North  $54^{\circ}25'16''$  West 691.69 feet to the Southeast corner of Lot 30, Wolf Ridge Phase 3 Subdivision; thence North  $22^{\circ}34'40''$  East 166.07 feet along the property line to the Northeast corner of said Lot 30; thence North  $46^{\circ}04'26''$  East 66.54 feet to the Southeast corner of Lot 32, Wolf Ridge Phase 3 Subdivision; thence North  $18^{\circ}46'39''$  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  $89^{\circ}14'39''$  West from said center of Section to the West Quarter corner of said Section 22); and running thence North  $65^{\circ}37'15''$  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  $26^{\circ}52'53''$  East 1067.22 feet; thence North  $03^{\circ}26'20''$  West 424.00 feet; thence North  $68^{\circ}09'06''$  East 359.00 feet; thence South  $56^{\circ}48'29''$  East 565.00 feet; thence South  $02^{\circ}23'14''$  West 849.00 feet; thence South  $13^{\circ}37'47''$  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  $36^{\circ}41'53''$  West; thence Northwesterly along said Northerly Right of Way and the arc of a curve 321.65 feet through a central angle of  $12^{\circ}19'08''$ ; thence North  $65^{\circ}37'15''$  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  $89^{\circ}09'42''$  West 1611.55 feet along the Southerly line of said Section 22; Thence North  $00^{\circ}00'00''$  East 1827.36 feet to the

point of beginning; thence North  $43^{\circ}59'48''$  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  $44^{\circ}42'19''$  West; thence Westerly 50.89 feet along said curve through a central angle of  $69^{\circ}29'12''$ ; thence South  $61^{\circ}42'26''$  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  $23^{\circ}58'28''$  East; thence Southeasterly 53.51 feet along said curve through a central angle of  $58^{\circ}11'22''$ ; thence South  $02^{\circ}00'19''$  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  $74^{\circ}04'38''$  West; thence Southeasterly 63.44 feet along said curve through a central angle of  $69^{\circ}13'27''$  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  $13^{\circ}18'19''$  East; thence Southeasterly 94.44 feet along said curve through a central angle of  $73^{\circ}00'29''$  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  $81^{\circ}13'53''$  East; thence Southerly 128.40 feet along said curve through a central angle of  $58^{\circ}10'31''$ ; thence South  $51^{\circ}43'50''$  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  $29^{\circ}24'26''$  East; thence Westerly 187.83 feet along said curve through a central angle of  $21^{\circ}23'24''$  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  $11^{\circ}50'45''$  East; thence Westerly 185.88 feet along said curve through a central angle of  $61^{\circ}54'56''$  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  $59^{\circ}29'50''$  West; thence Northerly 146.42 feet along said curve through a central angle of  $36^{\circ}03'58''$  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  $83^{\circ}57'51''$  West; thence Northeasterly 53.52 feet along said curve through a central angle of  $33^{\circ}39'26''$ ; thence North  $35^{\circ}44'06''$  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  $57^{\circ}19'38''$  East; thence Northerly 135.61 feet along said curve through a central angle of  $84^{\circ}27'45''$ ; thence North  $53^{\circ}21'42''$  West 145.42 feet; thence North  $51^{\circ}59'59''$  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  $88^{\circ}55'24''$  East 2079.97 feet along the North line of said Southeast quarter and South  $00^{\circ}00'00''$  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  $08^{\circ}33'51''$ , chord bears South  $48^{\circ}19'54''$  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°31'15" East 1204.89 feet and South 10°00' East 154.81 feet from the West Quarter corner of said Section 22; running thence South 10°00' East 282.64 feet; thence South 22°50' East 108.33 feet; thence South 67°10' West 149.29 feet; thence North 35°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°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°00' West 7.6 feet; thence South 16°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.