



\*W2237218\*

E# 2237218 PG 1 OF 15  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
23-JAN-07 12:09 PM FEE \$62.00 DEP VD  
REC FOR: COTTONWOOD TITLE INSURANCE AGE  
ELECTRONICALLY RECORDED

**WHEN RECORDED, PLEASE RETURN TO:**

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Salt Lake City, Utah 84111-1537  
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space above for Recorder's use

**DECLARATION OF EASEMENTS AND RESTRICTIONS**  
**(Golf Course – Eden Valley Development, LLC)**

This DECLARATION OF EASEMENTS AND RESTRICTIONS (the "**Declaration**") is executed as of the ~~30~~ day of ~~November~~, 2006, by EDEN VALLEY DEVELOPMENT, LLC, a Utah limited liability company ("**Declarant**"), whose address for the purposes hereof is 1694 Torrey Pines Circle, Draper, Utah 84020, for the benefit of WOLF CREEK PROPERTIES, LC, a Utah limited liability company ("**Wolf Creek**"), its successors and assigns, whose address for the purposes hereof is 3900 North Wolf Creek Drive, Eden, Utah 84310.

**Recitals:**

- A. Declarant is the owner of that certain real property (the "**Burdened Parcel**") situated in Weber County, State of Utah, more particularly described on Exhibit A.
- B. Wolf Creek operates or desires to operate a golf course and related recreational amenities and facilities (collectively, the "**Golf Course**") upon certain real property situated in Weber County, State of Utah, more particularly described on Exhibit B attached hereto and incorporated herein by reference (the "**Benefitted Parcel**"), which Benefitted Parcel is located in the vicinity of the Burdened Parcel.
- C. The parties desire to have an additional nine (9) hole golf course (the "**Additional Golf Course Facilities**") constructed and operated as part of the Golf Course on that portion of the Burdened Property described on Exhibit C attached hereto and incorporated herein by reference (the "**Additional Golf Course Parcel**").
- D. The parties have agreed, among other things, that the Burdened Parcel will be subject to certain easements and restrictions on use related to a golf course including, but not limited to, a perpetual easement and right-of-way for open space and landscaping, and for errant equipment, including golf balls, clubs and carts, all as more fully set forth herein.

NOW, THEREFORE, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Declarant hereby consents, acknowledges, and agrees to all of the following terms and provisions:

1. **Grant of Easements and Right-of-Way.** Declarant hereby declares that the Burdened Parcel is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied and otherwise affected subject to the following rights-of-way and easements in favor of the owner of the Benefitted Parcel and its successors and assigns (the "**Wolf Creek Owner**"), perpetually:

(a) An exclusive right-of-way and easement for the installation, operation, inspection, servicing, maintenance, repair, removal, alteration, and replacement of the Additional Golf Course Facilities and related landscaping and landscaping irrigation systems, on, over, under and across the Additional Golf Course Parcel;

(b) A non-exclusive right-of-way and easement necessary to the operation, maintenance, repair and replacement of the Golf Course including, but not limited to, a non-exclusive easement in favor of the Golf Course for overspray of water from the irrigation system serving the Golf Course (notwithstanding this non-exclusive right-of-way and easement is limited (except for the overspray of water) to the portions of the Burdened Parcel which do not presently or are not intended for the future development of residential structures and man-made landscaping of any kind or nature made by or for the benefit of the owner or owners of the Burdened Parcel); and

(c) A non-exclusive easement for errant equipment, including golf balls, clubs and carts, and the right to retrieve the same, on, over and across the Burdened Parcel.

Said easements and rights-of-way shall also include a right of ingress and egress in the Wolf Creek Owner, its officers, employees, agents, contractors, invitees, agents, concessionaires (including the operator of the Golf Course), successors and assigns, to enter upon the Burdened Parcel for the improvement and use of said easements and rights-of-way for the purposes hereof. Notwithstanding the foregoing, nothing in this instrument shall be construed to obligate the Wolf Creek Owner to maintain or construct the Golf Course on the Benefitted Parcel or to maintain or construct any landscaping or improvements on the Burdened Parcel.

2. **Rights of the Burdened Parcel Owner.** Subject to the provisions of this Declaration, including without limitation Sections 3, 4 and 6 hereof, the owner(s) of the Burdened Parcel and their successors and assigns (collectively, the "**Burdened Parcel Owner**") shall have the right to use the Burdened Parcel except for the purposes for which such easements and rights-of-way are granted.

3. **Restrictions on the Use of the Burdened Parcel.** Notwithstanding anything in this Declaration to the contrary, the Burdened Parcel Owner shall not interfere, disrupt, obstruct or otherwise impede the use of such easements and rights-of-way by the Wolf Creek Owner, shall not damage or interfere with the Golf Course, and shall not otherwise adversely affect any other rights granted to the Wolf Creek Owner hereunder. IN NO EVENT SHALL THE BURDENED PARCEL OWNER BUILD OR CONSTRUCT OR PERMIT TO BE BUILT OR CONSTRUCTED ANY BUILDING, STRUCTURE, FENCE, GATE, LANDSCAPING OR OTHER IMPROVEMENT ON, OVER, UNDER OR ACROSS THE ADDITIONAL GOLF COURSE PARCEL OR OTHERWISE OBSTRUCT ACCESS TO OR USE OF, SAID EASEMENTS AND RIGHTS-OF-WAY WITHOUT THE PRIOR CONSENT OF THE WOLF CREEK OWNER, WHICH MAY BE WITHHELD IN THE SOLE DISCRETION OF THE WOLF CREEK OWNER, AND THE BURDENED PARCEL OWNER SHALL NOT CHANGE THE GRADE OF THE ADDITIONAL GOLF COURSE PARCEL.

4. **Acknowledgement of Golf Course Hazards.** The Burdened Parcel Owner expressly assumes the risk of noise, nuisances, hazards, personal injury, or property damage related to any and all activities related to the Benefitted Parcel and the Golf Course including, but not limited to: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset, but may be as early as 4:00 a.m. and as late as 10:00 p.m. on a daily basis, and, in certain circumstances, at any time of the day

or night), (b) noise caused by golf activities and participants (including, without limitation, regular course play and tournaments), (c) use of pesticides, herbicides, and fertilizers, (d) view restrictions caused by installation, relocation and maturation of trees and shrubbery, (e) use of effluent in the irrigation or fertilization, (f) reduction in privacy, including that related to maintenance activities, (g) errant equipment, including golf balls, clubs and carts, and (h) facilities design.

5. **Disclaimers, Limitations and Restrictions.** No representations, warranties or commitments have been or are made with regard to the present or future development, ownership, operations or configuration of, or right to use, the Golf Course and/or related facilities. No purported representation, warranty or commitment, written or oral, in such regard shall ever be effective without an amendment hereto executed by the Wolf Creek Owner. The Burdened Parcel Owner shall not have any ownership interest in, or right to use, the Golf Course or related facilities by virtue of ownership, use or occupancy of the Burdened Parcel. Neither the Burdened Parcel Owner nor its respective tenants, visitors, guest, invitees, employees, agents, or contractors shall at any time enter upon the Golf Course (or related facilities) for any purpose (other than to engage in golf play or as a spectator or guest of the Golf Course, in each and every case subject to all the rules and regulations of the Golf Course including, without limitation, all requirements relating to membership, fees, reservation of tee times, and the like), and the Burdened Parcel Owner and its respective tenants and visitors shall keep their pets and other animals off the Golf Course (and out of any related facilities) at all times. The Burdened Parcel Owner shall not (and shall not permit its tenants and visitors, guests, invitees, employees, agents or contractors to) interfere in any way with play on the Golf Course (whether in the form of physical interference, noise, harassment of players or spectators, or otherwise). The Burdened Parcel Owner and its respective tenants and visitors, guests and invitees recognize, agree and accept that: (a) operation of a Golf Course and related facilities will often involve parties and other gatherings (whether or not related to golf, and including, without limitation, weddings and other social functions) at or on the Golf Course and related facilities, tournaments, loud music, use of public address systems and the like, occasional supplemental lighting and other similar or dissimilar activities throughout the day, from early in the morning until late at night; and (b) irrigation of the landscaping on a Golf Course or related facilities may result in water spraying, drifting or blowing onto adjacent or nearby properties. Neither the Burdened Parcel Owner, Declarant, nor any of their respective tenants or visitors, guests and invitees shall make any claim against Wolf Creek, the Wolf Creek Owner, Declarant, the owner or operator of the Golf Course, or any sponsor, promoter or organizer of any tournament or other event (or any affiliate, agent, employee or representative of any of the foregoing) in connection with the matters described herein whether in the nature of a claim for damages relating to nuisance, personal injury, or property damage, or otherwise.

6. **Binding Effect.** The easements, rights-of-way, disclaimers, limitations and restrictions contained in this Declaration (whether affirmative or negative in nature): (a) shall create equitable servitudes upon the Burdened Parcel in favor of the Benefitted Parcel; (b) shall constitute covenants running with the land; (c) shall bind every person having any fee, leasehold, or other interest in any portion of the Burdened Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement or restriction in question, or to the extent that such easement or restriction is to be performed on such portion; and (d) shall inure to the benefit of the Wolf Creek Owner, its successors and assigns. Nothing contained in this Declaration shall be deemed to be a gift or dedication of fee title to any portion of the Burdened Parcel to or for the general public. Nothing in this Declaration shall impose any restrictions or limitations on the Benefitted Parcel.

7. **Relationship of Declarant, Associations and Burdened Parcel Owner.** This instrument does not create any fiduciary relationship between Wolf Creek, the Wolf Creek Owner, Declarant, or the Burdened Parcel Owner. Any obligation or liability whatsoever of Wolf Creek or the Wolf Creek Owner which may arise at any time under this instrument or any obligation or liability which may be incurred by Wolf Creek or the Wolf Creek Owner pursuant to any other instrument, transaction, or undertaking contemplated hereby shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of Wolf Creek's or the Wolf

Creek Owner's managers, members, officers, employees, agents, attorneys or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise.

8. No Termination or Rescission. Subject to the last sentence of this Section <sup>8</sup> in no event shall the Burdened Parcel Owner have a right to terminate or rescind this Declaration, or to assert that any easement, right-of-way or restriction herein granted or imposed is void, voidable, or subject to termination or rescission, as a result of a default or alleged default hereunder by the Wolf Creek Owner, and the Burdened Parcel Owner hereby irrevocably waives, releases and relinquishes any such right of termination or rescission, and/or any such right to assert or seek such remedy. The prevailing party in any action brought under or in connection with this Declaration shall be entitled to recover court costs, reasonable attorney's fees and other reasonable expenses from the non-prevailing party. The Burdened Parcel Owner shall execute all such other further documents and agreements as may be reasonably requested by the Wolf Creek Owner from time to time in order to carry out the intent and purposes of this document. No amendment or modification of this Declaration shall be effective unless approved in a writing signed by the Wolf Creek Owner that is recorded in the official records of the Weber County Recorder. Notwithstanding the foregoing, the easements and rights-of-way with respect to the Additional Golf Course Parcel shall terminate upon the conveyance of fee title to the Additional Golf Course Parcel from the Burdened Parcel Owner to the Wolf Creek Owner.

9. Easement Boundary Line Adjustment. The Burdened Parcel Owner and the Wolf Creek Owner shall amend the boundaries of the Additional Golf Course Parcel set forth in Exhibit C to match the final design of the Additional Golf Course Facilities, as determined by the Wolf Creek Owner in its sole discretion, prior to their installation; provided that in no event shall such amendment be inconsistent with the Site Plan attached hereto as Exhibit D and incorporated herein by reference and any related subdivision plats for the Burdened Parcel as finally approved by Weber County, Utah.

10. Governing Law. This Declaration shall be construed under and shall be enforceable in accordance with the laws of the State of Utah.

*[Signature page follows]*



**EXHIBIT A**

TO

**DECLARATION OF EASEMENTS AND RESTRICTIONS****(Depiction of Burdened Parcel)**

The "Burdened Parcel" referred to in the foregoing Declaration is located in Weber County, Utah and is more particularly described as follows:

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point on the South line of Elk Horn Subdivision Phase 3 said point being S. 00°27'53" W. along the section line 163.52 feet from the Northeast Corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

S 00°27'53" W	2464.48 feet along the East line of said Section 27 to the East Quarter corner of said Section 27; thence
S 00°22'02" W	650.86 feet along the East line of said Section 27; thence
N 89°37'27" W	1805.50 feet to the Easterly line of Anderson Acres Subdivision; thence
N 13°25'39" W	362.44 feet along Anderson Acres Subdivision; thence
N 00°00'09" W	530.00 feet along Anderson Acres Subdivision; thence
N 90°00'00" W	752.36 feet to the West line of the Northeast Quarter of said Section 27; thence
N 00°16'53" E	2261.16 feet along said West line; thence
S 89°07'48" E	2655.37 feet to the Point of Beginning.

Area: 7,608,627 Sq.Ft. 174.67 Acres

*22-021-0102, 0119*

**EXHIBIT B**  
**TO**  
**DECLARATION OF EASEMENTS AND RESTRICTIONS**

**(Benefitted Parcel)**

The "Benefitted Parcel" referred to in the foregoing Declaration is located in Weber County, Utah, and is more particularly described as follows:

**Parcel 1:**

PART OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 29 WHICH IS NORTH 3D50'56" EAST 201.47 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, NORDIC VALLEY ESTATES NO. 1, WEBER COUNTY, UTAH; AND RUNNING THENCE NORTH 88D13' WEST ALONG THE SOUTH LINE OF SAID SECTION 29852.61 FEET; THENCE NORTH 40D00' EAST 253.74 FEET; THENCE NORTH 59D30' WEST 220 FEET; THENCE SOUTH 13D35' WEST 28 FEET; THENCE NORTH 52D27' WEST 464.33 FEET (SHOULD BE 455.58 FEET) TO THE EAST LINE OF EVD ROAD; THENCE NORTH 0D57'41" EAST 274.84 FEET (SHOULD BE 398.33 FEET) ALONG SAID EAST LINE; THENCE SOUTH 89D19'51" EAST 60.42 FEET ALONG THE SOUTH LINE OF EVD ROAD; THENCE SOUTH 0D57'41" WEST 260 FEET; THENCE SOUTH 89D19'51" EAST 14.41 FEET; THENCE SOUTH 0D57'41" WEST 40 FEET; THENCE SOUTH 89D19'51" EAST 1207 FEET; THENCE SOUTH 5D20'58" EAST 67.82 FEET; THENCE SOUTH 3D50'56" WEST 601.75 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-023-0059 ✓

**Parcel 2:**

PART OF LOT 33, SILVER BELL ESTATES NO. 1, AND PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; MORE PARTICULARLY DESCRIBED AS BEGINNING 25.00 FEET NORTH 60D00'00" WEST FROM THE MOST EASTERLY CORNER OF LOT 33, SILVER BELL ESTATES NO. 1, WEBER COUNTY, UTAH; AND RUNNING THENCE SOUTH 30D00' WEST 300.00 FEET TO THE EAST LINE OF 3500 EAST STREET; THENCE 6 COURSES ALONG SAID EAST LINE AS FOLLOWS: NORTH 60D00' WEST 200.02 FEET, NORTHERLY ALONG THE ARC OF A 542.12 FOOT RADIUS CURVE TO THE RIGHT 189.24 FEET, NORTH 40D00' WEST 233.42 FEET, NORTHERLY ALONG THE ARC OF A 302.09 FOOT RADIUS CURVE TO THE RIGHT 179.26 FEET, NORTH 6D00' WEST 252.68 FEET, AND NORTHERLY ALONG THE ARC OF A 525.00 FOOT RADIUS CURVE TO THE LEFT 202.24 FEET; THENCE NORTH 17D00' EAST 545.66 FEET; THENCE NORTH 67D30'43" WEST 450.00 FEET; THENCE NORTH 29D30' EAST 230 FEET; THENCE NORTH 40D EAST 56.26 FEET TO THE NORTH LINE OF SAID SECTION 32; THENCE SOUTH 88D13' EAST ALONG SAID NORTH LINE 852.61 FEET TO A POINT NORTH 3D50'56" EAST 201.47 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, EVD ESTATES NO. 1; THENCE SOUTH 3D50'56" WEST 201.47 FEET TO THE WEST LINE OF EVD ESTATES NO. 1, WEBER COUNTY, UTAH; THENCE 4 COURSES ALONG SAID WEST LINE AS

FOLLOWS: SOUTH 3D30' EAST 410.00 FEET, SOUTH 19D50'07" WEST 442.42 FEET, SOUTH 4D14'52" WEST 516.27 FEET AND SOUTH 60D00' EAST 210.65 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-029-0004 ✓

**Parcel 3:**

PART OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF 3500 EAST STREET (EVD WAY) WHICH IS NORTH 81D00' EAST 50.00 FEET AND NORTH 9D00' WEST 274.44 FEET FROM THE MOST EASTERLY CORNER OF LOT 103, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE NORTH 9D00' WEST 37.67 FEET, AND NORTHWESTERLY ALONG THE ARC OF A 106.24 FOOT RADIUS CURVE TO THE LEFT 88.17 FEET ALONG SAID EAST LINE OF 3500 EAST STREET, THENCE NORTH 73D05' EAST 256.02 FEET, THENCE NORTH 13D35' EAST 4.20 FEET; THENCE SOUTH 88D13' EAST 99.68 FEET; THENCE SOUTH 40D WEST 56.26 FEET; THENCE SOUTH 29D30' WEST 230 FEET; THENCE NORTH 67D30'43" WEST 150 FEET TO POINT OF BEGINNING.

Serial Number: 22-029-0013 ✓

**Parcel 4:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE EAST LINE OF 3500 EAST STREET (EVD WAY) WHICH IS NORTH 81D00' EAST 50.00 FEET AND NORTH 9D00' WEST 274.44 FEET FROM THE MOST EASTERLY CORNER OF LOT 103, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE NORTH 9D00' WEST 37.67 FEET, AND NORTHWESTERLY ALONG THE ARC OF A 106.24 FOOT RADIUS CURVE TO THE LEFT 88.17 FEET ALONG SAID EAST LINE OF 3500 EAST STREET, THENCE NORTH 73D05' EAST 256.02 FEET, THENCE NORTH 13D35' EAST 4.20 FEET TO THE TRUE POINT OF BEGINNING, RUNNING THENCE NORTH 13D35' EAST 311.80 FEET, THENCE SOUTH 59D30' EAST 220 FEET, THENCE SOUTH 40D00' WEST 253.74 FEET, THENCE NORTH 88D13' WEST 99.68 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-023-0088 ✓

**Parcel 5:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD WHICH IS NORTH 3D50'57" EAST 803.22 FEET, NORTH 5D20'07" WEST 189.82 FEET AND NORTH 3D50'56" EAST 177.57 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, EVD ESTATES NO. 1 WEBER COUNTY, UTAH; RUNNING THENCE NORTH 89D19'51" WEST 168.07 FEET ALONG SAID SOUTH LINE OF EVD ROAD, THENCE SOUTH 41D57' WEST 345.98 FEET; THENCE NORTH 89D19'51" WEST 790.59 FEET; THENCE SOUTH 0D57'41" WEST 40 FEET; THENCE SOUTH 89D19'51" EAST 1207 FEET, MORE OR LESS, TO A POINT WHICH IS SOUTH 3D50'56" WEST 177.57 FEET AND SOUTH 5D20'07" EAST 122 FEET, MORE OR LESS, FROM THE POINT OF BEGINNING, THENCE NORTH 5D20'07" WEST 122 FEET, THENCE NORTH 5D50'56" EAST 177.57 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-023-0087 ✓



**Parcel 6:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD, WHICH IS 803.22 FEET NORTH 3D50'56" EAST 189.82 FEET NORTH 5D20'07" WEST 177.57 FEET NORTH 3D50'56" EAST AND NORTH 89D19'51" WEST 168.07 FEET FROM THE MOST WESTERLY CORNER OF LOT 12, EVD ESTATES NO. 1, WEBER COUNTY, UTAH, RUNNING THENCE SOUTH 41D40' WEST 345.98 FEET, THENCE NORTH 0D57'41" EAST 260.00 FEET, THENCE SOUTH 89D19'51" EAST 226.93 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-023-0125 ✓

**Parcel 7:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT OF WAY LINE OF 3500 EAST STREET AND 730.58 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF EVD ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH, RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 0D57'41" WEST 260.00 FEET, THENCE NORTH 89D19'51" WEST 167.54 FEET, THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.00 ACRE.

Serial Number: 22-023-0121 ✓

**Parcel 8:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD, WHICH IS 58.01 FEET EAST 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT OF WAY LINE OF 3500 EAST STREET AND 563.04 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF EVD ROAD FROM THE NORTHEAST CORNER OF LOT 102 SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH, RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 0D57'41" WEST 260.00 FEET, THENCE NORTH 89D19'51" WEST 167.54 FEET, THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING. CONTAINS 1.00 ACRE.

Serial Number: 22-023-0124 ✓

**Parcel 9:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 3500 EAST STREET AND 395.50 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF EVD ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELLS ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0D57'41" WEST 260.00 FEET; THENCE

NORTH89D19'51" WEST 167.54 FEET; THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-023-0114 ✓

**Parcel 10:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 3500 EAST STREET AND 227.96 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF EVD ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0D57'41" WEST 260.00 FEET; THENCE NORTH 89D19'51" WEST 167.54 FEET; THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING

Serial Number: 22-023-0113 ✓

**Parcel 11:**

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY: BEGINNING AT A POINT ON THE SOUTH LINE OF EVD ROAD, WHICH IS 58.01 FEET EAST, 857.18 FEET NORTH 0D57'41" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF 3500 EAST STREET AND 60.42 FEET SOUTH 89D19'51" EAST ALONG SAID SOUTH LINE OF EVD ROAD FROM THE NORTHEAST CORNER OF LOT 102, SILVER BELL ESTATES NO. 2, WEBER COUNTY, UTAH; RUNNING THENCE SOUTH 89D19'51" EAST 167.54 FEET ALONG SAID SOUTH LINE, THENCE SOUTH 0D57'41" WEST 260.00 FEET; THENCE NORTH 89D19'51" WEST 167.54 FEET; THENCE NORTH 0D57'41" EAST 260.00 FEET TO THE POINT OF BEGINNING.

Serial Number: 22-023-0112 ✓

**EXHIBIT C**

TO

**DECLARATION OF EASEMENTS AND RESTRICTIONS**

(Additional Golf Course Parcel)

All 3 Acres Serial # 22-021-0102 ✓

**Golf Course Area 1**

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point being S. 00°18'34" W. along the section line 162.48 feet from the North Corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

S 89°07'48" E	176.95 feet; thence
S 67°23'35" E	604.07 feet; thence
S 65°54'36" E	539.55 feet; thence
S 36°56'23" E	261.37 feet; thence
Southwesterly	140.15 feet along a curve to the left to a tangent line (R=330.34', Delta=24°18'29", T=71.15', CH=139.10', CHB=S 29°55'51" W); thence
S 17°45'17" W	190.23 feet; thence
N 76°29'43" W	960.39 feet; thence
S 04°48'24" E	277.99 feet; thence
S 04°48'36" E	71.52 feet; thence
S 04°14'08" W	148.61 feet; thence
S 12°13'07" W	480.28 feet; thence
S 16°26'34" E	197.73 feet; thence
S 89°48'11" E	398.15 feet; thence
S 64°48'39" E	128.22 feet; thence
S 47°18'46" W	191.73 feet; thence
Southwesterly	275.66 feet along a curve to the right to a tangent line (R=370.00', Delta=42°41'14", T= 144.58', CH=269.33', CHB=S 68°39'23" W); thence
N 90°00'00" W	428.70 feet to the west line of the Northeast Quarter of Section 27; thence
N 00°16'53" E	2180.99 feet along said west line to the point of beginning.

Area: 1,376,055 Sq.Ft. 31.59 Acres

**Golf Course Area 2**

22-021-0102 ✓

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point on the South line of Elk Horn Subdivision Phase 3 said point being S. 00°27'53" W. along the section line 911.91 feet and from the Northeast Corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

S 00°27'53" W 633.96 feet along the East line of said Section 27; thence  
 S 86°01'42" W 342.01 feet; thence  
 S 48°34'03" W 36.16 feet to a non tangent curve; thence  
 Southwesterly 98.21 feet along said curve to the left to a non tangent line (R=55.00',  
 Delta=102°18'35", T=68.30', CH=85.67', CHB=S 87°24'45" W); thence  
 N 53°44'32" W 25.32 feet; thence  
 S 82°09'51" W 272.58 feet; thence  
 S 42°00'14" W 114.92 feet; thence  
 N 47°59'46" W 187.72 feet; thence  
 Northwesterly 248.98 feet along a curve to the left to a tangent line (R=430.00',  
 Delta=33°10'34", T=128.09', CH=245.52', CHB=N 64°35'03" W); thence  
 N 81°10'20" W 126.25 feet; thence  
 Northwesterly 59.29 feet along a curve to the left to a curve (R=280.00, Delta=12°07'59",  
 T=29.76', CH=59.18', CHB=N 87°14'19" W); thence  
 Northwesterly 41.28 feet along a curve to the right to a tangent line (R=30.00', Delta=78°50'25",  
 T=24.66', CH=38.10, CHB=N 53°53'07" W); thence  
 N 14°27'54" W 15.02 feet; thence  
 Northeasterly 95.61 feet along a curve to the right to a tangent line (R=170.00'  
 Delta=32°13'29", T=49.11', CH=94.36', CHB=N 01°38'50" E); thence  
 N 17°45'35" E 414.02 feet; thence  
 Northeasterly 301.07 feet along a curve to the right to a tangent line (R=270.00',  
 Delta=63°53'22", T=168.35', CH=285.72', CHB=N 49°42'16" E); thence  
 N 81°38'57" E 80.03 feet; thence  
 Northeasterly 220.15 feet along a curve to the left to a tangent line (R=280.00',  
 Delta=45°02'56", T=116.12', CH=214.52', CHB=N 59°07'29" E); thence  
 S 25°31'44" E 124.45 feet; thence  
 S 76°22'00" E 763.68 feet; to the point of beginning.

Area: 1,040,038 Sq.Ft. 23.88 Acres

**Golf Course Area 3**

22-021-0102

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point being South 643.35' and West 1146.87' from the East Quarter Corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

N 06°40'46" W 837.46 feet; thence  
 N 44°35'34" W 625.74 feet; thence  
 Northeasterly 96.07 feet along a curve to the left to a tangent line (R=430.00', Delta=12°48'04",  
 T=48.24', CH=95.87', CHB=N 21°30'13" E); thence  
 N 15°06'11" E 110.09 feet; thence  
 Northeasterly 143.95 feet along a curve to the right to a tangent line (R=470.00',  
 Delta=17°32'54", T=72.54', CH=143.39', CHB=N 23°52'38" E); thence  
 N 32°39'05" E 64.97 feet; thence  
 Northeasterly 252.75 feet along a curve to the right to a tangent line (R=220.00',  
 Delta=65°49'30", T=142.39', CH=239.08', CHB=N 65°33'50" E);  
 S 08°49'40" W 64.67 feet; thence  
 S 53°37'50" E 167.23 feet; thence  
 S 48°17'36" E 364.70 feet; thence

S 65°14'49" E	104.71 feet; thence
S 35°21'30" E	180.76 feet; thence
S 36°50'40" E	71.40 feet; thence
S 28°00'26" E	402.86 feet; thence
S 34°55'38" E	75.19 feet; thence
S 23°47'47" E	150.15 feet; thence
S 04°03'57" E	182.30 feet; thence
S 15°39'53" W	236.62 feet; thence
S 00°22'33" W	143.81 feet; thence
N 89°37'27" W	718.29 feet; to the point of beginning.

Area: 1,251,913 Sq.Ft. 28.74 Acres

**EXHIBIT D**  
**TO**  
**DECLARATION OF EASEMENTS AND RESTRICTIONS**

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**(Site Plan)**

**EXHIBIT D**

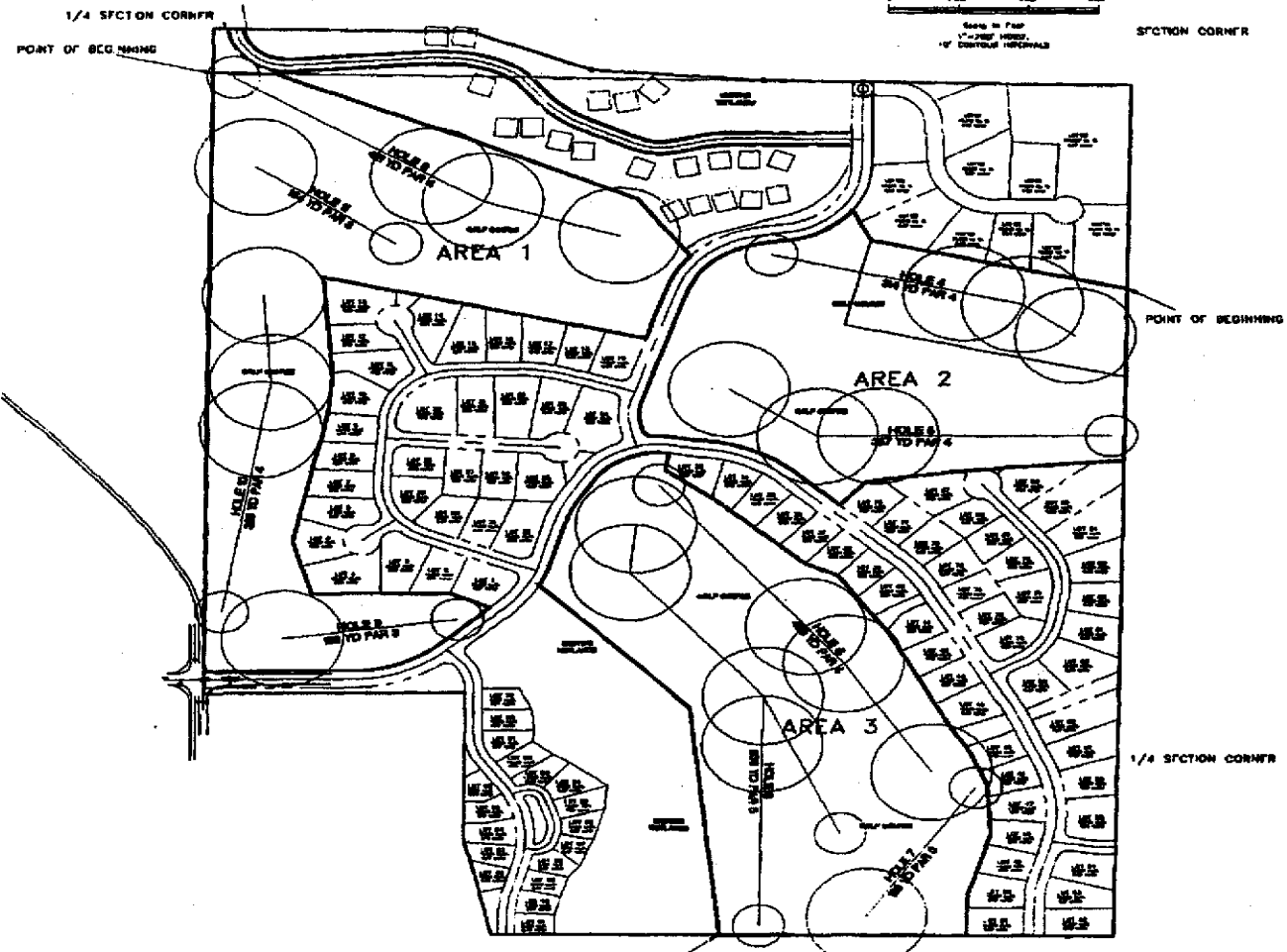
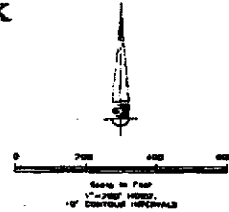
TO

**DECLARATION OF EASEMENTS AND RESTRICTIONS**

**(Site Plan)  
EAGLES LANDING AT WOLF CREEK**

PART OF THE EAST 1/2 OF SECTION 27  
T7N, R1E, S1E & M, U.S. SURVEY

EDEN  
WEBER COUNTY, UTAH  
AUGUST 2006



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