

WHEN RECORDED, PLEASE RETURN TO:

Steven C. Roberts
Wolf Creek Properties, LC
3923 North Wolf Creek Drive
Eden, Utah 84310



W2342883

EH 2342883 PG 1 OF 13
ERNEST D ROWLEY, WEBER COUNTY RECORDER
20-MAY-08 452 PM FEE \$39.00 DEP LF
REC FOR: CARON LAND TITLE

space above for Recorder's use

**GRANT OF EASEMENT
[Golf Cart Paths and Landscaping]**

EDEN VALLEY DEVELOPMENT, LLC, a Utah limited liability company, its successor and assigns ("Grantor"), whose address for the purposes hereof is 1694 Torrey Pines Circle, Draper, Utah 84020, hereby grants, conveys, sells and sets over unto **WOLF CREEK PROPERTIES, LLC**, a Utah limited liability company, its successor and assigns ("Grantee"), whose address for the purposes hereof is 3923 North Wolf Creek Drive, Eden, Utah 84310, for the Sum of TEN DOLLARS, and other good and valuable consideration, the following perpetual non-exclusive easements (the "Easements") over and through certain real property owned by Grantor located in Weber County, Utah and more particularly described on Exhibit A attached hereto and by this reference incorporated herein (collectively, the "Burdened Property"):

- A. A non-exclusive right-of-way and easement for the installation, operation, inspection, servicing, maintenance, repair, removal, alteration, and replacement of golf cart paths and landscaping and landscaping irrigation systems, on, over, under and across the Burdened Property in the approximate locations depicted on the drawing included on Exhibit A hereto; and
- B. A non-exclusive right-of-way and easement for pedestrian and golf cart ingress and egress on, over, and across the golf cart paths located or to be located, in whole or in part, on the Burdened Property.

The Easements shall be for the benefit of and appurtenant to that certain real property located in Weber County, Utah owned by Grantee more particularly described on Exhibit B attached hereto and by this reference incorporated herein (the "Grantee's Property").

To have and to hold the same unto the said Grantee, its successors and assigns, with the right of ingress and egress in said Grantee, its successors and assigns, representatives, and agents to enter upon the above described property for the purposes herein described.

Grantor and Grantee agree to be bound by and accept the foregoing Easements subject to the following terms and conditions. Recording of this instrument and the use of the Easements by Grantee shall be conclusive evidence of acceptance of all of the terms and conditions set forth herein.

- 1. Grantee shall be responsible for the maintenance and operation of any golf cart paths and related landscaping and irrigation systems installed by Grantee on the Burdened Property. Grantee will comply with all applicable federal, state and local laws, regulations, and ordinances in the installation, maintenance or removal of the golf cart paths and the use of the Easements.

2. Grantee, and not Grantor, shall be liable for any injury, damage or loss sustained by any person using the Easements pursuant to Grantee's rights hereunder that is caused by Grantee's breach of this Grant of Easement or the negligence or willful misconduct of Grantee.

3. Grantee acknowledges that Grantor, at its sole cost, intends to install and dedicate to the public a roadway that may run through a portion of the Burdened Property in the location depicted on the drawing attached as a part of Exhibit A hereto (the "Roadway"). Grantor and Grantee consent to such installation and dedication of the Roadway and agree to join in the signing of any such dedication plat to the extent required by applicable governmental entities with jurisdiction. Such dedication shall be subject to the Easements granted herein, and such Easements shall survive any such dedication.

4. Grantor shall have the right, subject to applicable law, to use and improve the Burdened Property for any lawful use provided that such use shall not unreasonably interfere with Grantee's use of the Easements for the purposes granted herein and provided that no permanent above-ground structure (other than the Roadway) is constructed on the Burdened Property in the location of the golf cart paths depicted on Exhibit A without Grantee's written consent. Grantee will not be responsible for the repair or maintenance of any improvements placed on the Burdened Property by Grantor or its successors or assigns. Grantee shall repair and restore all improvements of Grantor (including those described above), if such are damaged or destroyed as a result of the installation, use, or maintenance of the Easements by Grantee or its invitees, employees, agents, contractors, successors or assigns.

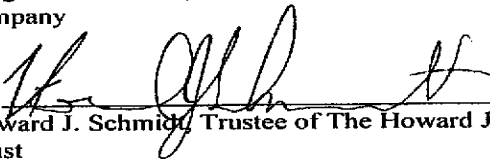
The easements and restrictions contained in this Grant of Easements (whether affirmative or negative in nature): (a) are appurtenances to the Grantee's Property and may not be transferred, assigned or encumbered except as an appurtenance to the Grantee's Property; (b) shall create equitable servitudes upon the Burdened Property in favor of the Grantee's Property; (c) shall constitute covenants running with the land; (d) shall bind every person having any fee, leasehold, or other interest in any portion of the Burdened Property or the Benefited Property 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 (e) shall inure to the benefit of and be binding upon Grantor and Grantee, their respective successors and assigns, their respective tenants, subtenants, and concessionaires, and the customers, invitees, guests, and licensees of Grantor and Grantee and their respective tenants, subtenants, and concessionaires. Nothing contained in this Grant of Easements shall be deemed to be a gift or dedication of fee title to any portion of the Burdened Property to or for the general public. This instrument may be signed in any number of counterparts, each of which shall constitute but one and the same agreement. No breach of the instrument shall entitle Grantor to cancel, rescind or otherwise terminate this instrument or defeat or render invalid the lien of any mortgage made in good faith and for value as to the Grantee's Property. If either party brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision of this instrument, it shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which such party is entitled. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah.

[Signature page follows]


IN WITNESS WHEREOF, Grantor has executed this Grant of Easement favor of Grantee, to be effective as of May 16, 2008.

EDEN VALLEY DEVELOPMENT, LLC, a Utah limited liability company,

By its manager, Eden Valley Holdings, LLC, a Utah limited liability company

By  _____
Howard J. Schmidt, Trustee of The Howard J. Schmidt Trust

Its: Member

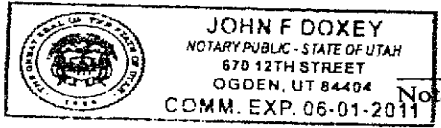
By:  _____
Jay Erwin

Its: Member

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

On this 16th day of May, 2008, personally appeared before me **Howard J. Schmidt**, who being duly sworn, did say that he is the Trustee of The Howard J. Schmidt Trust, a member of Eden Valley Holdings, LLC, a Utah limited liability company, the manager of Eden Valley Development, LLC, a Utah limited liability company, the signer of the foregoing instrument, and the said Howard J. Schmidt duly acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Notary Seal)

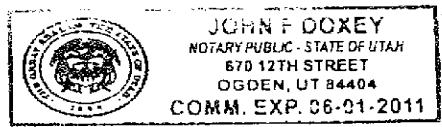


Notary Public

STATE OF UTAH)
) ss:
COUNTY OF WEBER)

On this 19th day of May, 2008, personally appeared before me **Jay Erwin**, who being duly sworn, did say that he is a member of Eden Valley Holdings, LLC, a Utah limited liability company, the manager of Eden Valley Development, LLC, a Utah limited liability company, the signer of the foregoing instrument, and the said Jay Erwin duly acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Notary Seal)



Notary Public

EXHIBIT A
TO
GRANT OF EASEMENT

(Description of Burdened Property)

The "Burdened Property" referred to in the foregoing Grant of Easement is located in Weber County, Utah and is more particularly described as follows:

EAGLES LANDING FUTURE PHASE 3

~~PT 22-021-0120~~
 PT. 22-021-0127, 0048

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at a point on an ancient fence line, said point being S 00°22'02" W 641.88' and West 1,142.92' from the East Quarter Corner of said Section 27 (Basis of Bearing S 00°22'02" W 2,643.53' from East Quarter Corner to the Southeast Corner of said Section 27); thence

- | | |
|---------------------------|---|
| N 89°34'09" W 663.12 feet | along said ancient fence line; to the east boundary line of Anderson Acres Subdivision; thence |
| N 13°25'31" W 360.33 feet | along said east boundary line of Anderson Acres Subdivision; thence |
| N 00°00'09" W 530.00 feet | along said east boundary line of Anderson Acres Subdivision and its extension; thence |
| S 89°59'51" W 191.25 feet | to the south boundary line of Eagles Landing Subdivision Phase 2; thence along said subdivision boundary the following four courses: |
| N 00°00'00" W 40.87 feet | to a non-tangent curve to the left; thence |
| Northeasterly 186.20 feet | along said curve (Radius=430.00', Delta=24°48'40", Tangent=94.59', Chord=184.75', Chord Bearing=N59°43'05"E); to a tangent line; thence |
| N 47°18'46" E 208.80 feet | to a tangent curve to the left; thence |
| Northeasterly 145.70 feet | along said curve (Radius=430.00', Delta=19°24'49", Tangent=73.55', Chord=145.00', Chord Bearing=N37°36'21"E); to the west boundary line of Golf Course Area Parcel 3 Subdivision, a non-tangent line; thence along said subdivision boundary the following two courses: |
| S 44°35'34" E 625.72 feet | ; thence |
| S 06°40'46" E 836.02 feet | to the point of beginning. |

EAGLES LANDING FUTURE PHASE 4-5

~~PT 22-021-0120~~
 22-021-0127 PT

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the East Quarter Corner of said Section 27 (Basis of Bearing S 00°22'02" W 2,643.53' from East Quarter Corner to the Southeast Corner of said Section 27); running thence

- | | |
|---------------------------|---|
| S 00°22'02" W 650.48 feet | along the monumented east section line of said Section 27; to an ancient fence line; thence |
| N 89°34'09" W 424.43 feet | along said fence line; to the east boundary line of Golf Course Area Parcel 3 Subdivision; thence along said subdivision boundary the following thirteen courses: |
| N 00°22'33" E 143.07 feet | ; thence |

N 15°39'53" E	236.62 feet	; thence
N 04°03'57" W	182.30 feet	; thence
N 23°47'47" W	150.15 feet	; thence
N 34°55'38" W	75.19 feet	; thence
N 28°00'26" W	402.86 feet	; thence
N 36°50'40" W	71.40 feet	; thence
N 35°21'30" W	180.76 feet	; thence
N 65°14'49" W	104.71 feet	; thence
N 48°17'36" W	364.70 feet	; thence
N 53°37'50" W	167.23 feet	; thence
N 08°49'40" E	64.62 feet	to a non-tangent curve to the left; thence
Westerly	57.99 feet	along said curve (Radius=220.00', Delta=15°06'08", Tangent=29.16', Chord=57.82', Chord Bearing=N89°04'36"W); to a non-tangent line said line being the southeast corner of Eagles Landing Subdivision Phase 2; thence
N 14°27'54" W	86.19 feet	to a cusp of a curve concave to the Southeast; thence
Southeasterly	41.28 feet	along said curve (Radius=30.00', Delta=78°50'24", Tangent=24.66', Chord=38.10', Chord Bearing=S53°53'07"E); to Golf Course Area Parcel 2 Subdivision, a reverse curve; thence along Golf Course Area Parcel 2 Subdivision the following eleven courses:
Easterly	59.29 feet	along said curve (Radius=280.00', Delta=12°07'59", Tangent=29.76', Chord=59.18', Chord Bearing=S87°14'19"E); to a tangent line; thence
S 81°10'20" E	126.25 feet	to a tangent curve to the right; thence
Southeasterly	248.98 feet	along said curve (Radius=430.00', Delta=33°10'33", Tangent=128.09', Chord=245.52', Chord Bearing=S64°35'03"E); to a tangent line; thence
S 47°59'46" E	187.68 feet	; thence
N 42°00'14" E	114.96 feet	; thence
N 82°09'51" E	272.58 feet	; thence
S 53°44'32" E	25.35 feet	to a non-tangent curve to the right; thence
Easterly	98.13 feet	along said curve (Radius=55.00', Delta=102°13'28", Tangent=68.19', Chord=85.62', Chord Bearing=N87°24'52"E); to a non-tangent line; thence
N 48°34'03" E	36.19 feet	; thence
N 86°01'42" E	342.17 feet	to the monumented east section line of said section 27; thence
S 00°28'24" W	1,082.13 feet	along said section line; to the point of beginning.

as further depicted on the drawing attached hereto.

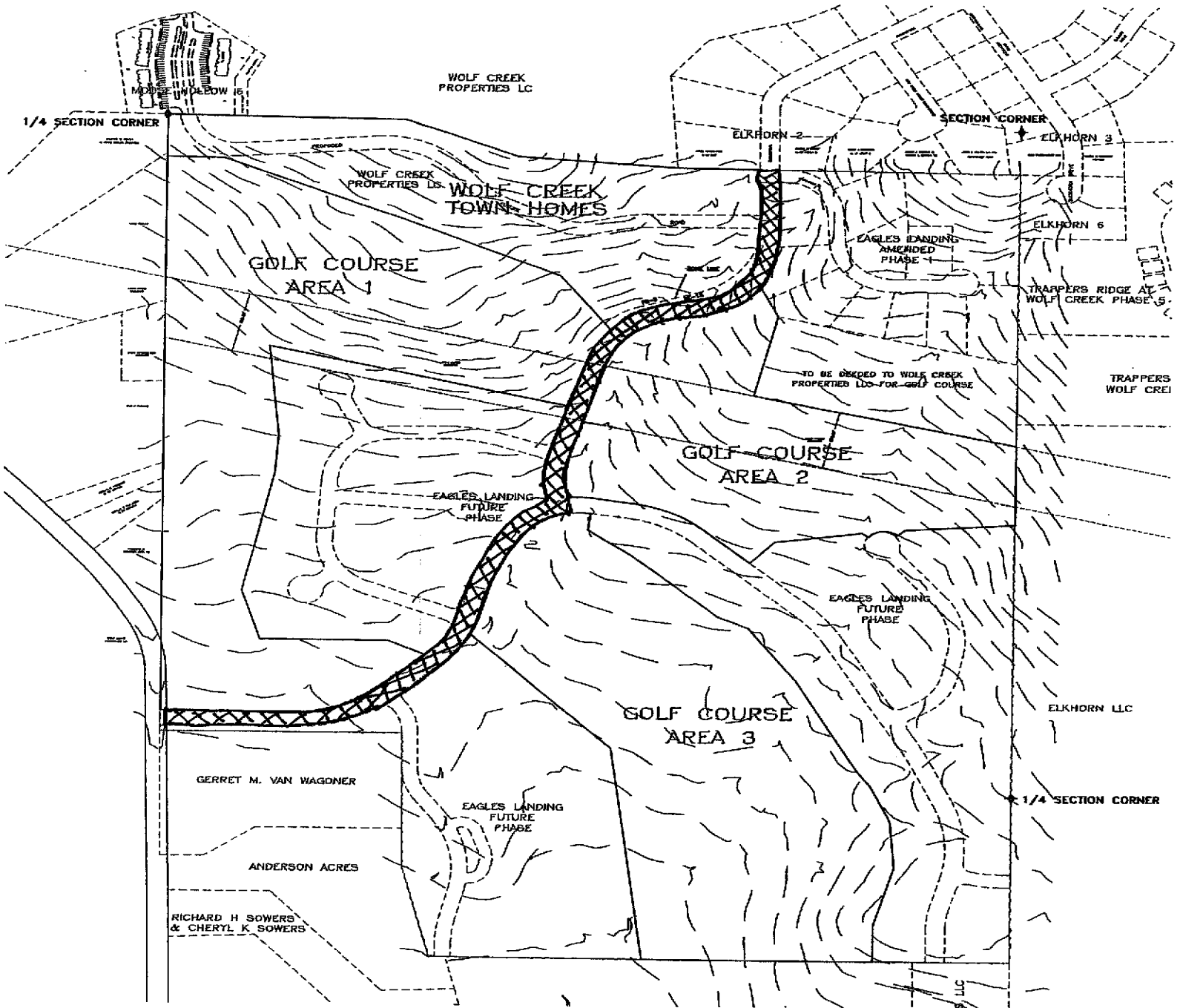


Exhibit "A"

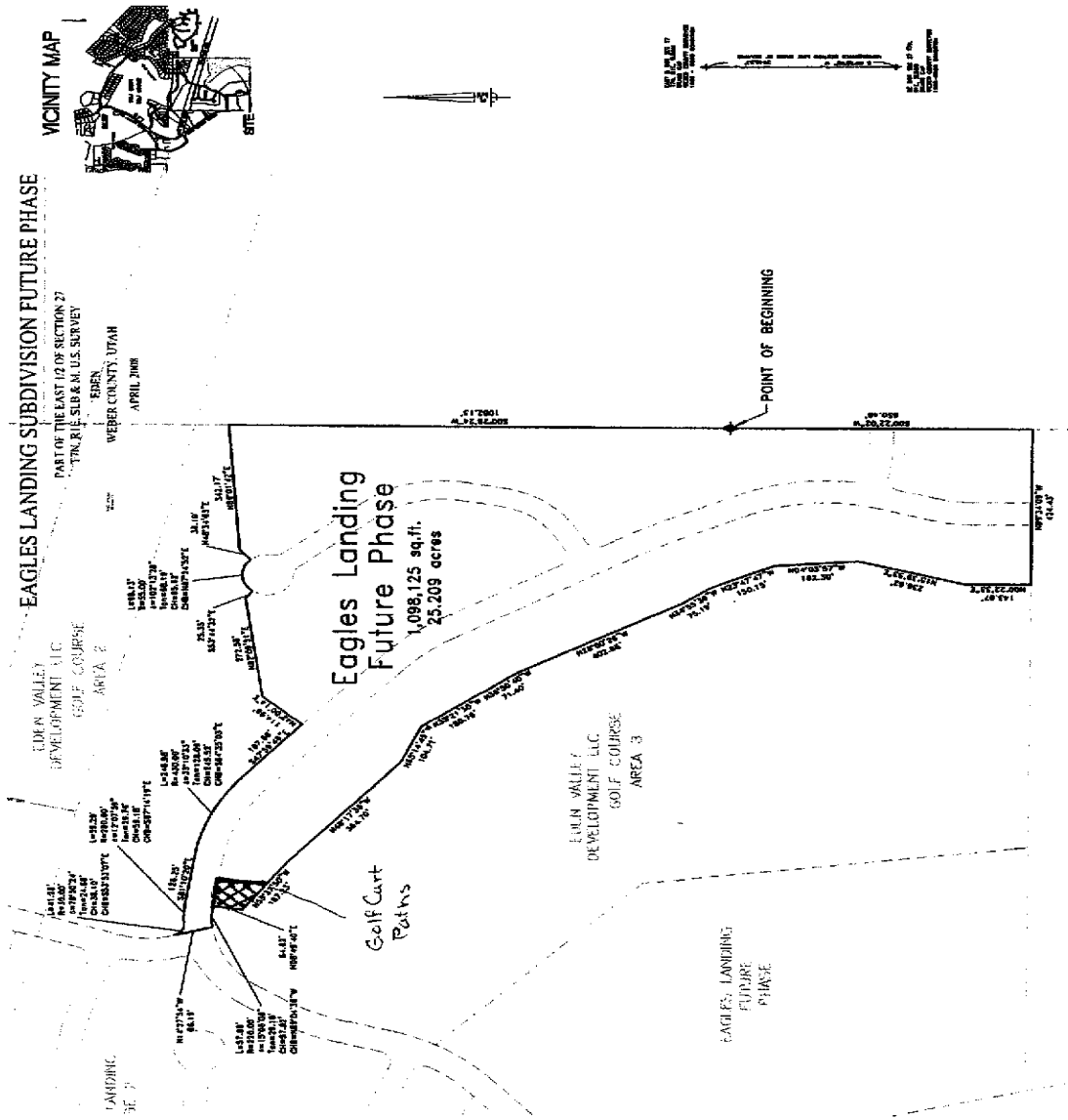


Exhibit "A"

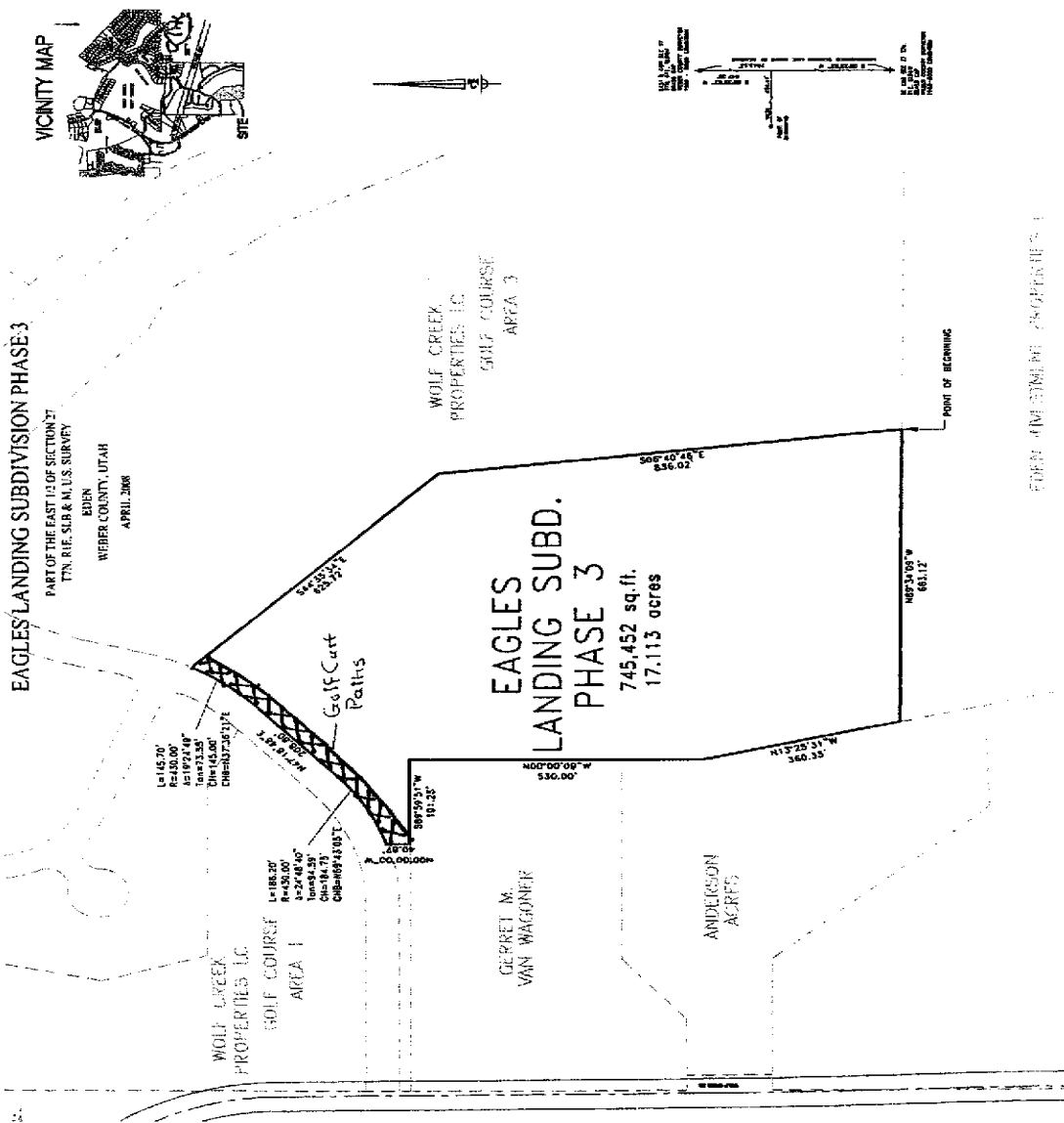


Exhibit "A"

EXHIBIT B
TO
GRANT OF EASEMENT

(Description of Grantee's Property)

The "Grantee's Property" referred to in the foregoing Grant of Easement is located in Weber County, Utah and is more particularly described as follows:

GOLF COURSE AREA PARCEL 1

22-282-0001 ✓

All of Parcel 1, Limited Open Space Area, Golf Course Area Parcel 1, Weber County, Utah.

Also described as follows:

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 intersection of the west line of the northeast quarter of said Section 27, and the extension of the south line of Elkhorn Subdivision Phase 2, said line being also a boundary line agreement recorded as entry #2153286 in the records of Weber County; said point being S 00°17'00" W along the section line 161.79 feet from the north quarter corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

<p>S 89°07'48" E 175.22 feet</p> <p>S 67°23'35" E 605.82 feet</p> <p>S 65°54'36" E 539.55 feet</p> <p>S 36°56'23" E 261.36 feet</p> <p>Southwesterly 140.15 feet</p> <p>S 17°45'35" W 190.18 feet</p> <p>N 76°29'43" W 960.41 feet</p> <p>S 04°48'24" E 277.99 feet</p> <p>S 04°48'36" E 71.52 feet</p> <p>S 04°14'08" W 148.61 feet</p> <p>S 12°13'07" W 480.28 feet</p> <p>S 16°26'34" E 197.73 feet</p> <p>S 89°48'11" E 398.15 feet</p> <p>S 64°48'39" E 128.27 feet</p> <p>S 47°18'46" W 191.78 feet</p> <p>Westerly 275.66 feet</p> <p>West 428.67 feet</p>	<p>along said extension of the south line of Elkhorn Subdivision Phase 2, and the boundary line agreement recorded as entry #2153286 in the records of Weber County; thence</p> <p>; thence</p> <p>; thence</p> <p>to a non-tangent curve to the left; thence</p> <p>along said curve (Radius=330.0', Delta=24°20'01", Tangent=71.15', Chord=139.10', Chord Bearing=S29°55'35"W);</p> <p>to a tangent line; thence</p> <p>; thence</p> <p>; thence</p> <p>; thence</p> <p>; thence</p> <p>; thence</p> <p>; thence</p> <p>; thence</p> <p>; thence</p> <p>to a tangent curve to the right; thence</p> <p>along said curve (Radius=370.0', Delta=42°41'14", Tangent=144.58', Chord=269.33', Chord Bearing=S68°39'23"W);</p> <p>to a tangent line; thence</p> <p>to a point on the west line of the northeast quarter of said Section</p>
--	---

N 00°17'00" E 2,181.63 feet 27; thence
 along said west line of the northeast quarter; to the point of
 beginning.

GOLF COURSE AREA PARCEL 2

~~22-273-0011~~
~~at 22-021-0120~~
 22-284-0001 ✓

All of Parcel 2, Limited Open Space Area, Golf Course Area Parcel 2, Weber County, Utah.

Also described as follows:

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the southeast corner of lot number five of Eagles Landing at Wolf Creek Subdivision Phase 1, said point being S 00°28'24" W 912.00 feet along the monumented section line, from the Northeast Corner of said Section 27; thence the following courses:

S 00°28'24" W	633.84 feet	along said east line of Section 27; thence
S 86°01'42" W	342.17 feet	; thence
S 48°34'03" W	36.19 feet	to a non-tangent curve to the left; thence
Westerly	98.13 feet	along said curve (Radius=55.00', Delta=102°13'28", Tangent=68.19', Chord=85.62', Chord Bearing=S87°24'52"W); to a non-tangent line; thence
N 53°44'32" W	25.35 feet	; thence
S 82°09'51" W	272.58 feet	; thence
S 42°00'14" W	114.96 feet	; thence
N 47°59'46" W	187.68 feet	to a tangent curve to the left; thence
Northwesterly	248.98 feet	along said curve (Radius=430.00', Delta=33°10'34", Tangent=128.09', Chord=245.52', Chord Bearing=N64°35'03"W); to a tangent line; thence
N 81°10'20" W	126.25 feet	to a tangent curve to the left; thence
Westerly	59.29 feet	along said curve (Radius=280.00', Delta=12°07'59", Tangent=29.76', Chord=59.18', Chord Bearing=N87°14'19"W); to a reverse curve; thence
Northwesterly	41.28 feet	along said curve (Radius=30.00', Delta=78°50'24", Tangent=24.66', Chord=38.10', Chord Bearing=N53°53'07"W); to a tangent line; thence
N 14°27'54" W	15.02 feet	to a tangent curve to the right; thence
Northerly	95.61 feet	along said curve (Radius=170.00', Delta=32°13'29", Tangent=49.11', Chord=94.36', Chord Bearing=N01°38'50"E); to a tangent line; thence
N 17°45'35" E	414.02 feet	to a tangent curve to the right; thence
Northeasterly	301.07 feet	along said curve (Radius=270.00', Delta=63°53'22", Tangent=168.35', Chord=285.72', Chord Bearing=N49°42'16"E); to a tangent line; thence
N 81°38'57" E	80.03 feet	to a tangent curve to the left; thence
Northeasterly	220.15 feet	along said curve (Radius=280.00', Delta=45°02'57", Tangent=116.12', Chord=214.52', Chord Bearing=N59°07'29"E); to a non-tangent line, said line being the west boundary line of Eagles Landing Phase 1; thence

S 25°31'44" E 124.45 feet ; thence
 S 76°22'00" W 763.95 feet to the point of beginning.

GOLF COURSE AREA PARCEL 3

22-283-0001 ✓

All of Parcel 3, Limited Open Space Area, Golf Course Area Parcel 3, Weber County, Utah.

Also 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 an ancient fence line, said point being S 00°22'02" W 647.28' and West 424.44' from the East Quarter Corner of said Section 27; thence

N 89°34'09" W	718.47 feet	along said ancient fence line; thence
N 06°40'46" W	836.02 feet	; thence
N 44°35'34" W	625.72 feet	to a non-tangent curve to the left; thence
Northerly	96.03 feet	along said curve (Radius=430.00', Delta=12°47'46", Tangent=48.22', Chord=95.83', Chord Bearing=N21°30'04"E); to a tangent line; thence
N 15°06'11" E	110.09 feet	to a tangent curve to the right; thence
Northeasterly	143.95 feet	along said curve (Radius=470.00', Delta=17°32'54", Tangent=72.54', Chord=143.39', Chord Bearing=N23°52'38"E); to a tangent line; thence
N 32°39'05" E	64.97 feet	to a tangent curve to the right; thence
Northeasterly	252.74 feet	along said curve (Radius=220.00', Delta=65°49'23", Tangent=142.39', Chord=239.07', Chord Bearing=N65°33'47"E); to a non-tangent line; thence
S 08°49'40" W	64.62 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	143.07 feet	to the point of beginning.

PARCEL 4

PT. 22-284-0001

A part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, beginning at the Southeast corner of Lot 5 of Eagles Landing at Wolf Creek Subdivision Phase 1, said point being S 00°27'53" W along the Section Line 911.11 feet from the Northeast Corner of said Section 27; thence the following courses:

S 00°27'53" W	325.17 feet	along the Section Line; thence
N 76°28'59" W	837.11 feet	; thence
N 13°31'01" E	318.32 feet	to the Southwest corner of Lot 9 of Eagles Landing at Wolf Creek Subdivision Phase 1; thence
S 76°22'00" E	763.68 feet	along the South line of Lots 9, 8, 7, 6, and 5 to the point of beginning.