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E# 2631963 PG 1 OF 31
ERNEST D ROWLEY, WEBER COUNTY RECORDER
26-Apr-13 10:26 AM FEE \$110.00 DEP SC
REC FOR: GT TITLE SERVICES - SALT LAKE
ELECTRONICALLY RECORDED

AFTER RECORDING, PLEASE RETURN TO:

Carlton M. Clark, Esq.
Clark Business Law, PLLC
1472 East, 820 North, Suite 100
Orem, Utah 84043

SL13156

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "Agreement"), dated as of April 24, 2013 is executed by SUMMIT MOUNTAIN HOLDING GROUP, L.L.C., a Utah limited liability company, SUMMIT EDEN RESORT LLC, a Delaware limited liability company, and SMHG INVESTMENTS LLC, a Delaware limited liability company (together with successors and/or assigns, collectively, "Grantor") for the benefit of the current and future Owners of the Benefitted Parcel (as such terms are defined below) (collectively, "Grantees").

RECITALS:

A. In connection with the execution and recording of this Agreement, Grantor or its affiliate acquired certain real property located in Cache and Weber Counties, State of Utah, including the Burdened Parcel and the Benefitted Parcel (as such terms are defined below).

B. PEAK MOUNTAIN FUND, LLC, a Utah limited liability company ("Peak I"), PEAK MOUNTAIN FUND II, LLC, a Utah limited liability company ("Peak II"), LR UTAH PM INVESTMENTS, LLC, a Delaware limited liability company ("LR"), and BT UTAH PM INVESTMENTS, LLC, a Delaware limited liability company ("BT," together with Peak I, Peak II, LR, and the successors and/or assigns of BT, Peak I, Peak II and LR, collectively, "Lenders") hold a security interest in all or a portion of the property acquired by Grantor, and Lenders were willing to consent to such acquisition only if Grantor entered into and recorded this Agreement with the applicable county recorder so that, in the event Grantees ever own any portion of the Benefitted Parcel (as defined below), the Grantees would have the easement rights contemplated hereby.

NOW, THEREFORE, for the foregoing purposes, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. Certain terms which are used in this Agreement are defined in this Agreement prior to this Section. In addition to those previously defined terms, the following terms shall have the meanings indicated.

(a) **"Benefited Parties"** means (i) with respect to the Benefited Parcel, the Owners and Occupants of the Benefited Parcel, and their respective employees, customers, guests, invitees and licensees, and (ii) with respect to the Burdened Parcel, the Owners and Occupants of the Burdened Parcel, and their respective employees, customers, guests, invitees and licensees.

(b) **"Benefited Parcel"** means the parcel of real property more particularly described on Exhibit A attached hereto, which property shall be the dominant estate with respect to the easements granted hereby.

(c) **"Burdened Parcel"** means the parcel of real property more particularly described on Exhibit B attached hereto, which property shall be the servient estate with respect to the easements granted hereby.

(d) **"Burdened Easement Area"** means the areas of the Burdened Parcel on which any Utility Lines, roadways, rights of way, pedestrian paths or access or vehicular access exists as of the date hereof or is subsequently used for any such purpose, and which is reasonably necessary or convenient to provide access or utility service to the amenities located on or near the Benefited Parcels.

(e) **"Easement Area"** means, as applicable, the Burdened Easement Area and/or the Reciprocal Easement Area.

(f) **"Mortgage"** means a recorded mortgage, deed of trust or other security agreement creating a lien on an Owner's interest in a Parcel or a portion of a Parcel as security for the payment of indebtedness.

(g) **"Mortgagee"** means the mortgagee, beneficiary or other secured party under a Mortgage.

(h) **"Occupant"** means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

(i) **"Owner"** means the Person that, at the time concerned, is the owner of record in the applicable County Recorder's office, of a fee interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

(j) **"Parcel"** means the Benefited Parcel or the Burdened Parcel.

(k) **"Parcels"** means the Benefited Parcel and the Burdened Parcel.

(l) **"Person"** means a natural person or a legal entity.

(m) **"Reciprocal Easement Area"** means the areas of the Benefited Parcel on which any Utility Lines, roadways or vehicular access exist as of the date hereof, and which are reasonably necessary to provide access or utility services to the related amenities located on or near the Burdened Parcels.

(n) **"Utility Lines"** means those facilities, pipes, lines, conduits and systems for transmissions of utility services, including, but not limited to, storm water drainage and storage systems or structures or both; fire protection, irrigation and domestic water mains and manholes; lift stations; sewer lines and systems; fire and landscape water sprinkler systems (including without limitation, fire risers); telephone lines and manholes, electrical cables, conduits or systems, gas lines or mains, internet cables, communication lines and other public or private utilities. **"Common Utility Lines"** shall mean those Utility Lines which are installed to provide the applicable service to both Parcels. **"Separate Utility Lines"** shall mean those Utility Lines which are installed to provide the applicable service to only the Benefited Parcel or to only the Burdened Parcel.

2. Grant of Easements.

(a) Grantor hereby grants to the Grantees for the benefit of the Benefited Parties, and the Grantees hereby grant to the Grantor for the benefit of the Benefited Parties, the following easements, which easements shall be appurtenant to the Benefited Parcel and to the Burdened Parcel, as applicable:

(i) A non-exclusive, perpetual easement for ingress and egress for pedestrian use, upon, over and across areas in the Easement Area in which invitees of Grantor and Grantee have the right to pedestrian access for use of and access to the amenities located on or near the Parcels or other use.

(ii) A non-exclusive, perpetual easement for ingress and egress, upon, over and across existing and subsequently established roadways and rights of access on the Easement Area for the purpose of furnishing access and the right of access for the vehicles of the Benefited Parties of the Benefited Parcel and for the vehicles of the Benefited Parties of the Burdened Parcel for use of and access to the amenities located on or near the Parcels or other use.

(iii) A non-exclusive, perpetual right, privilege and easement for ingress and egress upon, over and across the locations of now existing and future Utility Lines in the Easement Area (subject to the rights of any other parties benefited by easements with respect to such Utility Lines) for the benefit of the Benefited Parcel or the Burdened Parcel, as applicable, to construct, install, maintain, remove, repair, replace, protect, relocate and operate Utility Lines located in the Burdened Parcel or the Benefited Parcel, as applicable.

(iv) Such additional easements as are reasonably required by any public or private utility for the purpose of providing the Utility Lines described herein provided such easements are not otherwise inconsistent with the provisions

of this Agreement or the rights of any other parties benefited by easements with respect to such Utility Lines.

3. Costs of Connection. The Benefited Parties shall not be obligated to pay any fee to the Owner of any Parcel to connect to or use the Easement Area in accordance with Section 2 above; provided however, the Benefited Parties may be obligated to pay for any connection fee or service charge imposed by a third party service provider or municipality for services to the Benefited Parcel.

4. Alteration, Relocation or Changes to the Easement Areas. The Easement Area shall not be altered, relocated or changed without the consent of the Owner of the Benefited Parcel or the Owner of the Burdened Parcel, as applicable, which shall not be unreasonably withheld, conditioned or delayed.

5. Indemnification. The Owner of each Parcel hereby agrees to indemnify, defend and hold harmless the Owners and the Occupants of the Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property resulting from the negligent or willful act or omission of the indemnifying person, its tenants, subtenants, agents, contractors or employees, or arising out of the performance or nonperformance of any of the obligations set forth in this Agreement, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

6. Operation and Maintenance of the Parcels.

(a) Taxes and Assessments.

(i) Each Owner will pay directly to the taxing authority(ies), prior to delinquency, the Taxes attributable to their respective Parcels. For purposes of this Agreement, "Taxes" will mean any and all taxes, assessments, impositions or levies of any kind (in all cases, whether general or special, anticipated or unanticipated) imposed by any governmental authority upon the land within each Parcel and/or any improvements therein or thereon.

(ii) If any Owner fails to pay its share of Taxes prior to delinquency, any other Owner may pay such Taxes and the curing Owner may then bill the defaulting Owner for the expense incurred.

(iii) Each Owner will have the right, in good faith, to contest the amount of Taxes owing with respect to its Parcel; provided that such Owner will take all such action as may be necessary to prevent any assessment or tax lien from being foreclosed or enforced with respect to any property within each Parcel, including recording an adequate bond to remove such lien as a matter of record or to otherwise secure the payment of such lien.

(b) Maintenance. The Owner of the Burdened Parcel shall keep the Easement Area and the Common Utility Lines in working condition necessary for the use of and

access to the Easement Area contemplated hereby. The Owner of the Burdened Parcel shall promptly repair any damage to the Common Utility Lines, the Burdened Easement Area, the Separate Utility Lines located on and serving the Burdened Easement Parcel (except to the extent caused by the negligence or willful misconduct of the Owner of the Benefited Parcel, its Occupants or their contractors, employees or agents) and, to the extent caused by the negligence or willful misconduct of the Owner of the Burdened Parcel, its Occupants or their contractors, employees or agents, the Separate Utility Lines located on and serving the Benefited Easement Parcel. To the extent any construction, maintenance, repair or replacement relates to Common Utility Lines located on the Burdened Parcel, the Owner of the Burdened Parcel shall, (A) repair to the original specifications any damage to any improvements, Common Utility Lines or the Easement Area resulting from such installation, operation, maintenance, repair and replacement; and (B) shall provide as-built plans for all such Utility Lines to the Owners of the Benefited Parcels upon which such Utility Lines are located within thirty (30) days after the date of completion of construction of same. All costs associated with the installation, operation, maintenance repair and replacement of Common Utility Lines shall be paid by the Owners of the Burdened Parcel, except to the extent caused by the negligence or willful misconduct of the Owner of the Benefited Parcel, its Occupants or their contractors, employees or agents. All costs associated with the installation, operation, maintenance repair and replacement of Separate Utility Lines located on and serving the Benefited Parcel shall be paid by the Owners of the Benefited Parcel, except to the extent caused by the negligence or willful misconduct of the Owner of the Burdened Parcel, its Occupants or their contractors, employees or agents.

(c) Utility Charges. Each Owner will be solely responsible for obtaining and paying for all utilities and services required and used on its Parcel; provided however, no Owner shall be obligated another Owner for such utilities or services.

7. No Interference. No fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted in this Agreement shall be constructed or erected, nor shall any Owner in any other manner obstruct or interfere with the use of such rights-of-way and easements. No Owner shall interrupt, damage, or otherwise interfere with the Utility Lines of Benefited Parties, including without limitation, any generators, related equipment and switch gear.

8. Title and Mortgage Protection.

(a) No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

(b) A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in

a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement.

9. Estoppel. Each Owner shall, within fifteen (15) days after request from the other Owner, execute and deliver to the other Owner a written declaration certifying that such Owner is not in default under this Agreement or, to such Owner's knowledge, are there any defaults by the other Owner under this Agreement and that all costs and expenses due under this Agreement have been paid. Each Owner's Mortgagee and prospective purchasers shall be entitled to rely on such certification.

10. Amendment or Termination; Duration. This Agreement may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of the applicable county recorder that is executed by all of the Owners of the Parcels and the Lenders (so long as the Lenders' Mortgage remains in effect). The term of this Agreement is perpetual regardless of any change of ownership of the Parcels or the removal, alteration or destruction, in whole or in part, of any improvements; this Agreement shall be and remain in force and effect until terminated pursuant to this Section.

11. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Owners to be and shall constitute covenants running with the land as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner and any Person who acquires or comes to have any interest in any Parcel, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

12. Enforcement. In the event of a breach of any of the terms, covenants, conditions or restrictions hereof, including the payment of Taxes and assessments, by any Owner of any portion of any Parcel, and if such breach continues for a period of thirty (30) days after the defaulting Owner's receipt of a notice of such breach, or such longer period as may be reasonably required to cure such breach provided the defaulting Owner has commenced the cure of such breach with such thirty (30) day period and is diligently prosecuting the cure of such breach, any one or all of the Owners of the other Parcel shall be entitled forthwith and after written notice to such breaching party to perform any of the breaching party's obligations hereunder or to make any payment required hereunder, as the breaching party's attorney-in-fact, and by reason of so doing, the Owner taking such action shall not be liable or responsible for any loss or damage thereby sustained by the breaching party. All actual out of pocket, reasonable

costs and expenses incurred by any Owner in performing any of the breaching Owner's obligations or in making any such payment shall be assessed against the defaulting Owner and, upon filing a notice of such assessment in the applicable Recorder's Office, shall constitute a lien against the real property or the interest therein for which such payment or performance was made, but any such lien shall be and is hereby made subordinate to the lien of any first Mortgage covering any portion of the Parcels. The Owner of a Parcel or any portion of a Parcel shall also have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

13. Effective Date. This Agreement, any amendment or termination hereof, and any supplement hereto shall take effect upon its being filed for record in the office of the applicable county recorder where the Parcels are located.

14. Titles, Captions and References. All Section titles or captions in this Agreement are for convenience only, shall not be deemed part of this Agreement and in no way define, limit, extend or describe the scope or intent of any provisions of this Agreement. When this Agreement refers to a Section by number or other designation, such reference shall be deemed to be to the correspondingly numbered Section of this Agreement unless the context refers to another agreement, document or instrument.

15. Pronouns and Plurals. Whenever the context may require, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa.

16. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without reference to its choice of law rules.

17. Counterparts. This Agreement may be executed in any number of counterparts. Each such counterpart of this Agreement shall be deemed to be an original instrument, and all such counterparts together shall constitute but one agreement.

18. Exhibits. All exhibits annexed to this Agreement are expressly made a part of and incorporated in this Agreement as fully as though completely set forth in this Agreement.

19. Time of Essence. Time is of the essence of this Agreement.

20. Effect of Single Owner. In the event the same record Owner owns both the Benefited Parcel and the Burdened Parcel, this Agreement shall remain in full force and effect unless and until the Mortgage under any lien, security interest or trust deed affecting the

Benefited Parcel approves the termination or other amendment of this Agreement. The Agreement and the rights granted hereby shall not be extinguished or merged by virtue of any single ownership of both Parcels. The parties acknowledge and agree that this Agreement was executed in connection with the acquisition of the Parcels by the original Grantor or its affiliates, subject to this provision. The original seller of the Parcels to the Original Grantor would not have consummated such sale, nor would the Lenders consent to such sale, in the absence of this Agreement generally and this Section 20 in particular. This Agreement serves as collateral under the Mortgage of the Lenders.

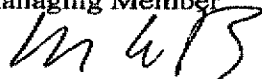
21. Further Assurances. Each Owner shall execute all such other further documents and agreements as may be reasonably requested by the Owner of the other Parcel from time to time in order to carry out the intent and purposes of this Agreement.


(Signature pages follow)

"Grantors"

Summit Mountain Holding Group, L.L.C., a Utah limited liability company


By: Summit Revolution LLC, a Delaware limited liability company
Its: Managing Member

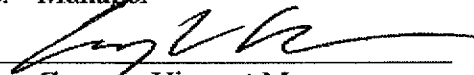
By: 
Name: Elliott Bisnow
Its: Manager

By: 
Name: Gregory Vincent Mauro
Its: Manager

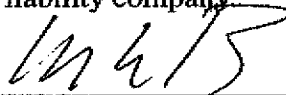
Summit Eden Resort LLC, a Delaware limited liability company

By: SMHG Investments LLC, a Delaware limited liability company
Its: Managing Member

By: 
Name: Elliott Bisnow
Title: Manager

By: 
Name: Gregory Vincent Mauro
Title: Manager

SMHG Investments LLC, a Delaware limited liability company

By: 
Name: Elliott Bisnow
Title: Manager

By: 
Name: Gregory Vincent Mauro
Title: Manager

STATE OF UTAH)
COUNTY OF Salt Lake) ss:

On this 22 day of April, 2013, personally appeared before me Elliott Bisnow and Gregory Vincent Mauro as the Managers of Summit Revolution, LLC, the Managing Member of Summit Mountain Group Holding, L.L.C. and acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Seal)

Lindsey Baker
Notary Public

My Commission Expires:
2/8/17



STATE OF UTAH)
COUNTY OF Salt Lake) ss:

On this 22 day of April, 2013, personally appeared before me Elliott Bisnow and Gregory Vincent Mauro as the Managers of SMHG Investment, LLC, the Managing Member of Summit Eden Resort, LLC, and acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Seal)

Lindsey Baker
Notary Public

My Commission Expires:
2/8/17



STATE OF UTAH)
COUNTY OF Salt Lake) ss:

On this 22 day of April, 2013, personally appeared before me Elliott Bisnow and Gregory Vincent Mauro as the Managers of SMHG Investment, LLC and acknowledged to me that he executed the same on behalf of and with full authority of said limited liability company.

(Seal)

Lindsey Baker
Notary Public

My Commission Expires:
2/8/17



EXHIBIT "A"
TO
EASEMENT AGREEMENT

Legal Description of Benefited Parcel

SOUTHERN BASE AREA LEGAL DESCRIPTION

PARCEL No. 16-001-0008

THAT PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, LYING IN CACHE COUNTY.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND THAT LIES IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, WEBER COUNTY, SALT LAKE BASE & MERIDIAN FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES SOUTH 89°39'28" WEST 1376.08 FEET ALONG THE NORTH LINE OF SAID SECTION 1 AND SOUTH 26°39'41" EAST 456.90 FEET AND SOUTH 36°45'41" EAST 15.33 FEET ALONG THE WEBER/CACHE COUNTY LINE FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY; THENCE NORTH 62°55'07" EAST 126.81 FEET; THENCE SOUTH 36°45'1" EAST 337.81 FEET; THENCE SOUTH 53°14'19" WEST 125.00 FEET; THENCE NORTH 36°45'41" WEST 359.14 FEET TO THE POINT OF BEGINNING.

That certain real property owned by Grantor and situated in Weber County and Cache County, State of Utah and described as follows:

PARADISE VILLAGE LEGAL DESCRIPTIONS

PARCEL A (WEBER COUNTY)

PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEBER COUNTY / CACHE COUNTY LINE, SAID

POINT BEING S03°23'48"W 1362.91 FEET AND S86°36'12"E 810.68 FEET FROM THE NORTHWEST CORNER OF SECTION 6; THENCE S69°21'59"E 138.92 FEET; THENCE S68°52'59"E 618.66 FEET; THENCE S32°04'40"E 209.32 FEET; THENCE S70°37'30"W 510.29 FEET; THENCE N28°34'39"W 704.29 FEET TO THE POINT OF BEGINNING. CONTAINING 225,345 SQUARE FEET OR 5.17 ACRES

TOGETHER WITH:

PARCEL B (CACHE COUNTY)

PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY AND PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEBER COUNTY / CACHE COUNTY LINE, SAID POINT BEING S03°23'48"W 1362.91 FEET AND S86°36'12"E 810.68 FEET FROM THE NORTHWEST CORNER OF SECTION 6; THENCE N46°32'46"E 564.35 FEET; THENCE N27°10'40"W 1753.41 FEET; THENCE N64°19'36"E 2399.87 FEET; THENCE S12°11'06"W 3433.82 FEET; THENCE S70°37'30"W 242.43 FEET; THENCE N32°04'40"W 209.32 FEET; THENCE N68°52'59"W 618.66 FEET; THENCE N69°21'59"W 138.92 FEET TO THE POINT OF BEGINNING. CONTAINING 3,762,144 SQUARE FEET OR 86.37 ACRES

CONTAINING 91.54 TOTAL ACRES

That certain real property owned by Grantor and situated in Cache County, State of Utah and described as follows:

COBABE CANYON AREA LEGAL DESCRIPTION

PARCEL No. 16-017-0003

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 2 EAST, ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION.

That certain real property owned by Grantor and situated in Weber County, State of Utah and described as follows:

SUNDOWN VILLAGE LEGAL DESCRIPTIONS

PARCEL A

PART OF THE WEST HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST,

SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT, SAID POINT BEING S02°14'17"W ALONG THE SECTION
 LINE 966.68 FEET AND S87°45'43"E 547.35 FEET FROM THE NORTHWEST CORNER OF
 SECTION 1; THENCE S85°32'09"E 468.27 FEET; THENCE S01°29'58"E 727.41 FEET;
 THENCE S17°05'51"E 567.92 FEET; THENCE S39°36'36"E 624.79 FEET; THENCE
 S65°42'07"E 323.27 FEET; THENCE S10°43'13"E 274.50 FEET; THENCE S86°47'12"W
 650.23 FEET; THENCE N40°50'03"W 423.92 FEET; THENCE N22°27'50"W 1135.88 FEET;
 THENCE N48°17'23"W 361.54 FEET; THENCE N20°45'16"E 658.71 FEET TO THE POINT
 OF BEGINNING. CONTAINING 1,276,598 SQUARE FEET OR 29.31 ACRES

TOGETHER WITH:

PARCEL B

PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST,
 SALT LAKE BASE AND MERIDIAN, U.S. SURVEY. DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE SOUTHERN RIGHT OF WAY OF A COUNTY ROAD,
 SAID POINT BEING S02°14'17"W ALONG THE SECTION LINE 880.81 FEET AND
 S87°45'43"E 2341.70 FEET FROM THE NORTHWEST CORNER OF SECTION 1; THENCE
 ALONG SAID SOUTHERN RIGHT OF WAY LINE THE FOLLOWING THREE (3)
 COURSES: (1) ALONG A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF
 244.94 FEET, A RADIUS OF 100.00 FEET, A CHORD BEARING OF S19°20'23"E, AND A
 CHORD LENGTH OF 188.14 FEET; (2) S89°30'54"E 505.00 FEET; AND (3) ALONG A
 CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 84.94 FEET, A RADIUS
 OF 550.00 FEET, A CHORD BEARING OF N86°03'38"E, AND A CHORD LENGTH OF
 84.86 FEET; THENCE S01°30'51"W 35.30 FEET; THENCE S42°09'39"W 498.54 FEET;
 THENCE N72°23'01"W 412.96 FEET; THENCE N61°08'20"W 139.46 FEET; THENCE
 N13°18'14"E 362.05 FEET; THENCE N72°40'59"E 121.54 FEET TO THE POINT OF
 BEGINNING. CONTAINING 247,932 SQUARE FEET OR 5.69 ACRES

CONTAINING 35.00 TOTAL ACRES

That certain real property owned by Grantor and situated in Cache County, State of Utah and described as follows:

NORTHERN BASE AREA LEGAL DESCRIPTION

PARCEL No. 16-007-0006

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1
 EAST; THENCE SOUTH 89°52'18" WEST 1380.95 FEET; THENCE NORTH 46°28'33" WEST 255.8
 FEET; THENCE SOUTH 43°31'27" WEST 14.99 FEET; THENCE NORTH 46°28'33" WEST 94.2
 FEET; THENCE NORTH 43°31'27" WEST TO THE WEST LINE OF THE SOUTHEAST QUARTER
 OF SAID SECTION; THENCE NORTH TO A POINT 1320 FEET NORTH OF THE SOUTHWEST

CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST 2640 FEET; THENCE SOUTH 1320 FEET TO BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING NORTH 489.06 FEET AND EAST 1310.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST; THENCE SOUTH $89^{\circ}52'18''$ WEST 180 FEET; THENCE NORTH $0^{\circ}07'42''$ WEST 200 FEET; THENCE NORTH $89^{\circ}52'18''$ EAST 435.6 FEET; THENCE SOUTH $0^{\circ}07'42''$ EAST 200 FEET; THENCE SOUTH $89^{\circ}52'18''$ WEST 255.6 FEET TO BEGINNING.

EXHIBIT "B"
TO
EASEMENT AGREEMENT

Legal Description of Burdened Parcel

See Attached

Legal Description from GT Title Services Commitment for Title Insurance file number SL13156, commitment version 1-2. (Powder Mountain)

EXHIBIT "A"

WEBER COUNTY PARCELS:

PARCEL W-1: (22-001-0002) ✓ *NP*

THE SOUTH ONE-HALF OF THE SOUTH ONE-HALF OF SECTION 1; ALL OF SECTION 2 AND A PART OF SECTION 3, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 3; RUNNING THENCE EAST TO THE SOUTHEAST CORNER OF SECTION 3; THENCE NORTH TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 3; THENCE SOUTHWESTERLY TO THE SOUTHWEST CORNER OF SAID SECTION AND THE POINT OF BEGINNING.

EXCEPT THE COUNTRY ROAD (906-117) AND A 30 FOOT RIGHT OF WAY FOR PUBLIC USE (1002-488).

EXCEPT THAT PORTION DEEDED TO RULON K. JONES AND KATHY L. JONES (ENTRY NO. 1947340).

PARCEL W-2: (22-001-0003) ✓ *NP*

THE SOUTH 660 FEET OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT COUNTY ROAD (906-117)

PARCEL W-3: (22-001-0004) ✓ *NP*

THE NORTHWEST QUARTER AND THE NORTH HALF OF THE SOUTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT COUNTY ROAD. (906-117) (1425-480)

EXCEPT THAT PART OF THE FOLLOWING IN SECTION 1: PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36; RUNNING THENCE NORTH 400 FEET, MORE OR LESS; THENCE SOUTH 48°31'27" WEST 1270 FEET TO A POINT 3532.52 FEET WEST AND 462.17 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE SOUTH 41°28'33" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1; THENCE NORTH ALONG SECTION LINE TO THE PLACE OF BEGINNING.

PARCEL W-4: (22-001-0006) JN

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21):

PART OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, AND RUNNING THENCE SOUTH 1675.08 FEET; THENCE WEST TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 1; THENCE NORTH TO THE LINE OF COUNTY ROAD; THENCE EASTERLY TO A POINT 1660.09 FEET WEST AND 1043.28 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 1; THENCE NORTH 65° EAST 325 FEET; THENCE EAST 500 FEET; THENCE NORTH 400 FEET; THENCE NORTH 46°28'31" WEST TO THE NORTH LINE OF SECTION 1; THENCE EASTERLY ALONG SECTION LINE TO THE PLACE OF BEGINNING.

EXCEPT COUNTY ROAD (906-177)

EXCEPT COUNTY ROAD (1425-480)

EXCEPT THAT PART DEEDED TO POWDER MOUNTAIN DEVELOPMENT COMPANY (1441-2453)

PARCEL W-5: (22-001-0008) /

PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND PART OF SECTION 36 TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

BEGINNING AT A POINT LOCATED SOUTH 89°52'18" WEST 2400.00 FEET AND NORTH 0°7'42" WEST 170.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN:

SAID POINT BEGINNING ALSO BEING THE NORTHWEST CORNER LOT 12, POWDER MOUNTAIN WEST SUBDIVISION, PHASE 1, THENCE SOUTH 0°97'42" EAST 100 FEET; THENCE SOUTH 84°46'21" EAST 160.70 FEET; THENCE SOUTH 68°01'08" EAST 172.70 FEET; THENCE NORTH 89°52'18" EAST 230.00 FEET; THENCE NORTH 60°23'45" EAST 53.24 FEET; THENCE SOUTH 7°16'30" EAST 120.25 FEET; THENCE NORTH 82°43'30" EAST 32.86 FEET; THENCE ALONG A 225.14 FOOT RADIUS CURVE TO THE RIGHT 135.56 FEET; THENCE ALONG A 310.00 FOOT RADIUS CURVE TO THE LEFT 148.00 FEET; THENCE NORTH 89°52'18" EAST 66.43 FEET; THENCE ALONG A 10 FOOT RADIUS CURVE TO THE LEFT 15.71 FEET; THENCE NORTH 0°07'42" WEST 144.00 FEET, MORE OR LESS, TO THE WEBER-CACHE COUNTY LINE; THENCE ALONG SAID LINE SOUTH 26°52'17" EAST 457.03 FEET, THENCE SOUTH 36°58'19" EAST 374.24 FEET; THENCE SOUTH 67°07'19" EAST 65 FEET THENCE SOUTH 180.00 FEET; THENCE WEST 500.00 FEET; THENCE SOUTH 65°00' WEST 130 FEET, MORE OR LESS, THENCE NORTH 115 FEET; THENCE NORTH 77°24'24" WEST 253 FEET; THENCE SOUTH 42°17'29" WEST 80.92 FEET; THENCE NORTH 87°49'39" WEST 537.97 FEET; THENCE SOUTH 41°28'33" EAST 300.82 FEET TO COUNTY ROAD; THENCE ALONG COUNTY ROAD TO THE WEST LINE OF THE NORTHEAST QUARTER; THENCE NORTH ALONG SAID WEST LINE TO A POINT SOUTH 48°31'27" WEST FROM A POINT GIVEN AS 2175.04 FEET WEST AND 737.78 FEET NORTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE

NORTH 48°31'27" EAST TO SAID POINT; THENCE SOUTH 46°28'33" EAST 300.55 FEET; THENCE SOUTH 43°31'27" WEST 59.49 FEET; THENCE ALONG A 450 FOOT RADIUS CURVE 5.55 FEET; THENCE NORTH 47°10'59" WEST 75.97 FEET; THENCE SOUTH 89°52'18" WEST 50.00 FEET; THENCE SOUTH 32°52'18" WEST 167.50 FEET; THENCE SOUTH 83°52'18" WEST 206.88 FEET; THENCE SOUTH 0°07'42" WEST 217.90 FEET TO A POINT OF BEGINNING.

EXCEPT THAT PART DEEDED TO EDITH GASPARD (1379-595).

EXCEPT COUNTY ROAD (1425-480).

SUBJECT TO ACCESS ROAD EASEMENT (1425-480).

EXCEPT THAT PART DEEDED TO POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT (1566-207).

EXCEPT THAT PART DEEDED (1573-2503) TO ALVIN F AND JUNE H COBABE, DESCRIBED AS FOLLOWS:

PART OF THE NORTHEAST QUARTER, SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BEGINNING AT A POINT LOCATED SOUTH 89°52'18" WEST 1296.65 FEET ALONG THE SECTION LINE AND SOUTH 0°07'42" EAST 383.91 FEET FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 25°24'11" EAST 140.00 FEET, THENCE SOUTH 64°35'49" WEST 162.98 FEET, THENCE NORTH 28°57'00" WEST 140.27 FEET, THENCE NORTH 64°35'49" EAST 171.66 FEET TO THE POINT OF BEGINNING.

EXCEPT POWDER MOUNTAIN WEST SUBDIVISION PHASE 4.

EXCEPT MOONRIDGE SUBDIVISION.

SUBJECT TO A RIGHT OF WAY FOR ACCESS FOR INGRESS AND EGRESS FOR THE FOLLOWING LEGAL DESCRIPTION MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. BEGINNING AT A POINT LOCATED SOUTH 89°52'18" WEST 1380.95 FEET FROM THE NORTH EAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 26°51'00" EAST 193.63 FEET, THENCE SOUTH 19°13'29" WEST 24.64 FEET TO THE COUNTY ROAD, THENCE LEFT ALONG THE ARC OF A 290.00 FOOT RADIUS CURVE A DISTANCE OF 172.60 FEET (CHORD BEARS NORTH 87°49'34" WEST 170.07 FEET) ALONG SAID ROAD, THENCE RIGHT ALONG THE ARC OF A CURVE ALONG THE NORTHERLY LINE OF ASPEN DRIVE (CHORD BEARS NORTH 82°22'46" WEST 52.99 FEET) TO A POINT OF REVERSE CURVATURE, THENCE NORTH 14°21'01" EAST 34.88 FEET TO THE SOUTHWEST CORNER OF THE JAMES G. BATCHELOR PROPERTY THENCE ALONG SAID BATCHELOR PROPERTY THE FOLLOWING FOUR COURSES: (1) LEFT ALONG THE ARC OF A 310.00 FOOT RADIUS CURVE A DISTANCE OF 58.73 FEET (CHORD BEARS SOUTH 84°42'03" EAST 58.64 FEET). (2) NORTH 89°52'18" EAST 66.43 FEET. (3) LEFT ALONG THE ARC OF A 10.00 FOOT RADIUS CURVE A DISTANCE OF 15.71 FEET (CHORD BEARS NORTH 44°52'18" EAST 14.14 FEET). (4) NORTH 00°07'42" WEST 144.00 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION DEEDED TO UINTAH FAMILY PROPERTIES LLC (ENTRY # 1967468)

EXCEPT THAT PORTION DEEDED TO GLENN PAULS AND WF DIANNE (ENTRY # 1967467)

EXCEPT THAT PORTION DEED TO HATU SLIDING ALLIANCE LLC E#2063993 DESCRIBED AS FOLLOWS:

PART OF THE NORTH HALF OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEGINNING AT A POINT 1765.07 FEET WEST AND 290.33 SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION 1, THENCE AS FOLLOWS: SOUTH 07D16'30" EAST 11.59 FEET ALONG THE WESTERLY LINE OF POWDER MOUNTAIN VILLAGE TO THE NORTHERLY LINE OF POWDER MOUNTAIN ROAD ALONG SAID POWDER MOUNTAIN ROAD THE FOLLOWING 6 COURSES: SOUTH 69D10'14" WEST 24.00 FEET TO A TANGENT CURVE TO THE LEFT THENCE SOUTHWESTERLY 165.75 FEET ALONG SAID CURVE TO A REVERSE CURVE (R=817.33, DELTA=11D37'10" TAN=83.16, CH=165.47, CHB=SOUTH 63D21'39" WEST) THENCE SOUTHWESTERLY 396.69 FEET ALONG SAID CURVE (R=611.67, DELTA= 37D09'31", TAN 205.60, CH=389.78, CHB=SOUTH 76D07'49" WEST) THENCE NORTH 85D14'08" WEST 50.00 FEET TO A TANGENT CURVE TO THE LEFT THENCE SOUTHWESTERLY 270.47 FEET ALONG SAID CURVE (R=232.09, DELTA 66D46'14" TAN=152.95, CH=255.42, CHB=SOUTH 61D22'45" WEST) THENCE SOUTH 27D59'45" WEST 36.38 FEET THENCE NORTH 24D23'09" WEST 397.38 FEET THENCE NORTH 46D55'29" EAST 72.31 FEET THENCE SOUTH 88D24'26" EAST 142.94 FEET TO THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3, THENCE SOUTH 39D56'02" EAST 19.25 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3 THENCE SOUTH 39D56'02" EAST 19.25 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3 THENCE SOUTH 78D34'06" EAST 449.11 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER WEST PHASE 3, THENCE NORTH 84D27'03" EAST 355.87 FEET ALONG THE SOUTHERLY BOUNDARY OF POWDER MOUNTAIN WEST PHASE 3 TO THE POINT OF BEGINNING.

EXCEPT: A PARCEL OF LAND LOCATED IN WEBER COUNTY, UTAH IN SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED SOUTH 89D39'28" WEST 1294.03 FEET AND SOUTH 373.02 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1; THENCE SOUTH 25D22'10" EAST 362.71 FEET; THENCE SOUTH 68D45'53" WEST 122.75 FEET; THENCE NORTH 43D41'30" WEST 15.41 FEET TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWEST ALONG AND AROUND THE ARC OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 631.66 FEET AN ARC DISTANCE OF 187.97 FEET SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 37D16'21" WEST 187.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 28D44'50" WEST 156.77 FEET; THENCE NORTH 64D47'59" EAST 175.14 FEET BACK TO THE POINT OF BEGINNING.

PARCEL W-6: (22-001-0011) /

22-222-0001 /

22-222-0003 /

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36, RUNNING THENCE NORTH 400 FEET, MORE OR LESS; THENCE SOUTH 48°31'27" WEST 1270 FEET TO A POINT 3532.52 FEET WEST AND 462.17 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE SOUTH 41°28'33" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1; THENCE NORTH ALONG SECTION LINE TO THE PLACE OF BEGINNING.

EXCEPT COUNTY ROAD (1425-480)

EXCEPTING THAT PART DEEDED TO POWDER MOUNTAIN WATER AND SEWER IMPROVEMENT DISTRICT (1566-207)

PARCEL W-7: (22-006-0005) *JH*

ALL OF SECTION 11, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND PART OF SECTION 10, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10, RUNNING THENCE SOUTH 89°32'53" EAST 3142.32 FEET, THENCE NORTH 3°52'25" EAST TO THE NORTH LINE OF SAID SECTION, THENCE EASTERLY ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION, THENCE SOUTHERLY ALONG THE SECTION LINE TO THE SOUTHEAST CORNER OF SAID SECTION, THENCE WESTERLY ALONG SAID SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION, THENCE NORTHERLY ALONG SAID SECTION LINE TO THE POINT OF BEGINNING.

EXCEPT COUNTY ROAD (906-117) AND A 30 FOOT RIGHT OF WAY FOR PUBLIC USE (1002-488).

EXCEPT SNOWFLAKE SUBDIVISION PHASE 3 OPEN SPACE (BOOK 54 PAGE 73).

ALSO EXCEPTING ANY PORTION OF THE FOLLOWING WITHIN SAID SECTION 10, PART OF SECTIONS 10 AND 15, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 10, RUNNING THENCE SOUTH 89°32'53" EAST 3142.32 FEET, THENCE SOUTH 5790 FEET, MORE OR LESS, TO A POINT INTERSECTING THE NORTH LINE OF COUNTY ROAD (220060012) THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID ROAD TO THE INTERSECTION OF THE EAST LINE OF SECTION 15 AND THE NORTH LINE OF SAID ROAD, THENCE SOUTH ALONG THE EAST LINE OF SECTION 15, 4426.25 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SECTION 15, THENCE WEST 2780.80 FEET, MORE OR LESS, TO THE EAST LINE OF SNOWFLAKE SUBDIVISION NO. 2, THENCE NORTH 33°21'37" EAST ALONG THE EAST LINE OF SAID SUBDIVISION 448.00 FEET, THENCE NORTH 28°47'14" EAST 212.18 FEET, THENCE NORTH 07°18'56" EAST 174.75 FEET, THENCE NORTH 01°02'19" EAST 93.65 FEET, THENCE NORTH 43°57'41" WEST 91.06 FEET, THENCE NORTH 46°2'19" EAST 60 FEET, THENCE WESTERLY ALONG THE NORTH SIDE OF A ROAD 16.70 FEET, THENCE NORTH 17°29'55" EAST 205.94 FEET, THENCE NORTH 00°35'18" EAST 175 FEET TO THE SOUTH LINE OF THE DICKENS PROPERTY (220060017), THENCE EAST ALONG SAID SOUTH LINE 1058.25 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID DICKENS

PROPERTY, THENCE NORTH 660 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID DICKENS PROPERTY, THENCE WEST 1320 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF SAID DICKENS PROPERTY, THENCE SOUTH 660.00 FEET, MORE OR LESS, TO THE NORTH LINE OF SNOWFLAKE SUBDIVISION NO. 2, THENCE NORTH $77^{\circ}43'19''$ WEST 396.99 FEET, THENCE SOUTH $14^{\circ}43'12''$ EAST 201 FEET TO THE NORTH LINE OF SNOWFLAKE SUBDIVISION NO. 3, THENCE SOUTH $83^{\circ}13'57''$ WEST 761.53 FEET TO THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15 (220060019), THENCE NORTH ALONG SAID EAST LINE 1531.23 FEET, MORE OR LESS, TO THE NORTHEAST CORNER OF SAID WEST HALF OF SAID SOUTHWEST IN, THENCE WEST 1845 FEET, MORE OR LESS, TO THE WEST LINE OF SECTION 15, THENCE NORTH ALONG SAID WEST LINE 5280 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL W-8: (22-006-0007) ✓ NP

THE EAST ONE-HALF OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-9: (22-006-0018) ✓ NP

THE EAST ONE-HALF OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

PARCEL W-10: (22-006-0020) ✓ NP

THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY

PARCEL W-11: (22-020-0004) ✓ NP

THE EAST 2 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-12: (22-020-0005) ✓ NP

THE EAST 2 FEET OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-13: (22-020-0024) ✓ NP

THE EAST 2 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-14: (23-012-0027) ✓ NP

THAT PART OF THE SOUTH ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE.

PARCEL W-15: (23-012-0028) ✓ NP

THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-16: (23-012-0029) ✓ NP

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTHWESTERLY OF THE WEBER CACHE COUNTY LINE.

PARCEL W-17: (23-012-0030) ✓ NP

ALL OF LOTS 6 AND 7, AND THAT PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE (40-21).

EXCEPT THAT PART DEEDED IN BOOK 1405-215 AND 1405-217.

ALSO EXCEPT PRIVATE ROAD (24-80,81,82).

PARCEL W-18: (23-012-0032) ✓ NP

ALL OF SECTION 8, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-19: (23-012-0033) ✓ NP

THE WEST ONE-HALF OF SECTION 9, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-20: (23-012-0034) ✓ NP

THE WEST ONE-HALF OF SECTION 16, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, AND BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16; RUNNING THENCE SOUTHWESTERLY TO THE CENTER OF SECTION; THENCE NORTH TO THE NORTH QUARTER CORNER; THENCE EAST TO THE POINT OF BEGINNING.

PARCEL W-21: PART OF (23-012-0035) ✓ NP

ALL OF SECTION 17, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, THE NORTHEAST QUARTER AND THE EAST 1/2 OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

LESS THE FOLLOWING DESCRIBED PROPERTY:

PART OF THE NORTH 1/2 OF SECTION 18 AND THE SOUTH 1/2 OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN, U S SURVEY: BEGINNING AT A POINT 1320 FEET WEST ALONG THE EAST WEST CENTER LINE FROM THE EAST CORNER

OF SECTION 18 TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 18; RUNNING THENCE NORTH ALONG THE CENTER LINE OF SAID NORTHEAST 1/4 3520.00 FEET TO POINT 880 FEET NORTH OF THE SOUTH LINE OF SECTION 7; THENCE WEST 2640 FEET; THENCE SOUTH 3520.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 18; THENCE EAST ALONG THE EAST WEST CENTER LINE OF SECTION 18, 2640.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL W-22: (23-012-0051) ✓ *NS*

THAT PART OF THE NORTH ONE-HALF OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTHEASTERLY OF THE WEBER-CACHE COUNTY LINE.

PARCEL W-23: (23-012-0052) ✓ *NS*

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE.

PARCEL W-24: (23-012-0054) ✓ *NS*

THAT PART OF THE FOLLOWING PROPERTY LYING SOUTHWESTERLY OF THE WEBER-CACHE COUNTY LINE (40-21).

THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT THAT PART DEEDED IN BOOK 1405-215.

ALSO EXCEPT THAT PART DEEDED TO WEBER STATE COLLEGE (1592-1024).

SUBJECT TO 50 FOOT RIGHT OF WAY 25 FEET EACH SIDE OF THE FOLLOWING CENTER LINE:

BEGINNING AT A POINT OF THE NORTHERLY LINE OF THE ABOVE DESCRIBED PRIVATE ROAD, SAID POINT BEING NORTH 0D57'08" EAST ALONG THE SECTION LINE 1216.92 FEET AND WEST 2186.87 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE NORTH 87D33'51" EAST 254.12 FEET TO A POINT ON THE ARC OF A 900.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 2D26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 17D00' A DISTANCE OF 267.04 FEET; THENCE NORTH 70D33'51" EAST 185.00 FEET TO A POINT ON THE ARC OF A 700.00 FOOT RADIUS CURVE, THE CENTER OF WHICH BEARS NORTH 19D26'09" WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 21D34'46" A DISTANCE OF 263.64 FEET; THENCE NORTH 21D51'21" EAST 317.07 FEET.

PARCEL W-25: (23-012-0068) ✓ NP

ALL OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING SOUTH OF THE WEBER-CACHE COUNTY LINE. (40-21).

EXCEPT PRIVATE ROAD (24-80, 81, 82)

PARCEL W-26: (23-012-0069) ✓ NP

THE WEST ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

PARCEL W-27: (23-012-0118) ✓ NP

ALL OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN.

EXCEPT THE WEST HALF OF THE NORTHWEST QUARTER.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL:

PART OF THE NORTH HALF OF SECTION 18 AND THE SOUTH HALF OF SECTION 7, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE & MERIDIAN U.S. SURVEY; BEGINNING AT A POINT 1320 FEET WEST ALONG THE EAST WEST CENTER LINE FROM THE EAST CORNER OF SECTION 18 TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 18, RUNNING THENCE NORTH ALONG THE CENTER LINE OF SAID NORTHEAST QUARTER 3520.00 FEET TO THE POINT 880 FEET NORTH OF THE SOUTH LINE OF SECTION 7; THENCE WEST 2640 FEET, THENCE SOUTH 3520 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, THENCE EAST ALONG THE EAST-WEST CENTER LINE OF SECTION 18, 2640.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL W-28: (23-044-0008) ✓ NP

THAT PART OF THE NORTH HALF OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY, LYING WITHIN WEBER COUNTY.

PARCEL W-29: (23-044-0010) ✓ NP

THE PART OF THE NORTH ONE-HALF AND THE SOUTHWEST QUARTER OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, LYING WITHIN WEBER COUNTY.

PARCEL W-30: (23-044-0011) ✓

THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

EXCEPT THAT PART OF THE FOLLOWING IN SECTION 36:

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, WEBER COUNTY, UTAH:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 36; RUNNING THENCE NORTH 400 FEET, MORE OR LESS; THENCE SOUTH 48°31'27" WEST 1270 FEET TO A POINT 3532.52 FEET WEST AND 462.17 FEET SOUTH OF THE SOUTHEAST CORNER OF SECTION 36; THENCE SOUTH 41°28'33" EAST 900.00 FEET TO THE NORTHERLY LINE OF COUNTY ROAD; THENCE ALONG SAID NORTH LINE TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 1, THENCE NORTH ALONG THE SECTION LINE TO THE PLACE OF BEGINNING.

PARCEL W-31: (23-044-0013) *JK*

PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY:

DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT SOUTH 89°52'18" WEST 1380.95 FEET, NORTH 46°28'33" WEST 255.80 FEET, SOUTH 43°31'27" WEST 14.99 FEET, NORTH 46°28'33" WEST 94.20 FEET, NORTH 43°31'27" EAST 15.00 FEET, AND NORTH 46°28'33" WEST 836.80 FEET, FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION RUNNING THENCE SOUTH 48°31'27" WEST TO THE WEST LINE TO THE SOUTHEAST QUARTER OF SECTION 36, THENCE NORTH 865 FEET, MORE OR LESS TO THE WEBER-CACHE COUNTY LINE; THENCE SOUTHEASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING.

CACHE COUNTY PARCELS:

PARCEL C-1: (16-001-0005)

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY:

THE SOUTH HALF OF THE NORTHWEST QUARTER AND LOTS 3 AND 4, SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST.

LESS AND EXCEPTING THE FOLLOWING:

THE SOUTH 1224 FEET OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, LYING IN CACHE COUNTY

LESS AND EXCEPTING THE FOLLOWING:

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 4950 FEET SOUTH AND 1556.22 WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE WEST 1083.78 FEET, THENCE SOUTH 461.0144 FEET, MORE OR LESS TO A POINT 131.0144 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4, THENCE EAST 1083.78 FEET TO A POINT 1556.22 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, THENCE NORTH 461.0144 FEET MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE MERIDIAN; THENCE SOUTH 4950 FEET TO TRUE POINT OF BEGINNING; THENCE WEST 472.44 FEET THENCE SOUTH 461.0144 FEET, MORE OR LESS, TO A POINT 131.0144 FEET SOUTH AND 1556.22 FEET EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH RANGE 2 EAST; THENCE EAST 472.44 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER; THENCE NORTH 461.0144 FEET TO BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 2 EAST, AND PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 1650.00 FEET; THENCE NORTH 89°48'52" WEST 2640.00 FEET TO THE SECTION LINE; THENCE NORTH ALONG THE WEST SECTION LINE 1650.00 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE SOUTH 89°48'52" EAST 2640.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

PART OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY.

BEGINNING AT A POINT 2475.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89°48'52" WEST 880.00 FEET; THENCE NORTH 825.00 FEET TO A POINT NORTH 89°48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST 880.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

PARCEL C-2: (16-001-0007)

THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST.

PARCEL C-3: (16-001-0008)

THAT PART OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, LYING IN CACHE COUNTY.

LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND THAT LIES IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, WEBER COUNTY, SALT LAKE BASE & MERIDIAN FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT LIES SOUTH 89°39'28" WEST 1376.08 FEET ALONG THE NORTH LINE OF SAID SECTION 1 AND SOUTH 26°39'41" EAST 456.90 FEET AND SOUTH 36°45'41" EAST 15.33 FEET ALONG THE WEBER/CACHE COUNTY LINE FROM THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY; THENCE NORTH 62°55'07" EAST 126.81 FEET; THENCE SOUTH 36°45'1" EAST 337.81 FEET; THENCE SOUTH 53°14'19" WEST 125.00 FEET; THENCE NORTH 36°45'41" WEST 359.14 FEET TO THE POINT OF BEGINNING.

PARCEL C-4 (16-001-0009)

THAT PART OF THE SOUTH HALF OF HALF OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, LYING IN CACHE COUNTY,

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING NORTH 0°57'08" EAST 1457.55 FEET AND WEST 391.09 FEET FROM THE SOUTHEAST CORNER OF SAID SECTION 6; THENCE SOUTH 21°51'21" WEST 127.94 FEET; THENCE ALONG A CURVE TO THE LEFT 546.3 FEET; THENCE NORTH 45°0'59" WEST 33.94 FEET; THENCE NORTH 13°01'28" EAST 60.75 FEET; THENCE NORTH 27°33'36" WEST 169.15 FEET; THENCE NORTH 68°08'39" WEST 123.43 FEET; THENCE NORTH 21°51'21" EAST 129.28

FEET; THENCE SOUTH 68°08'39" EAST 800 FEET TO BEGINNING. (PART OF PARCEL 16-001-0011 WEBER STATE COLLEGE)

PARCEL C-5: (16-001-0010)

THAT PART OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 7 NORTH, RANGE 2 EAST, LYING IN CACHE COUNTY.

PARCEL C-6: (16-001-0017)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST LYING IN CACHE COUNTY.

PARCEL C-7: (16-001-0018)

THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 7 NORTH, RANGE 2 EAST.

PARCEL C-8: (16-001-0020)

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 7 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY; BEGINNING AT A POINT 4950 FEET SOUTH AND 1556.22 WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE WEST 1083.78 FEET; THENCE SOUTH 461.0144 FEET, MORE OR LESS TO A POINT 131.0144 FEET SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE EAST 1083.78 FEET TO A POINT 1556.22 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 461.0144 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH THE RIGHT TO INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROAD AND TRAILS DESIGNATED OR NOT DESIGNATE.

PARCEL C-9: (16-007-0004)

THAT PART OF THE NORTH HALF, THE NORTH HALF OF THE SOUTHEAST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST, LYING IN CACHE COUNTY.

PARCEL C-10: (16-007-0005)

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY: THE NORTH HALF OF SECTION 35, TOWNSHIP 8 NORTH, RANGE 1 EAST.

PARCEL C-11: (16-007-0006)

THAT PART OF THE FOLLOWING LYING IN CACHE COUNTY:

BEGINNING AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST; THENCE SOUTH 89°52'18" WEST 1380.95 FEET; THENCE NORTH 46°28'33" WEST 255.8

FEET; THENCE SOUTH 43°31'27" WEST 14.99 FEET; THENCE NORTH 46°28'33" WEST 94.2 FEET; THENCE NORTH 43°31'27" WEST TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION; THENCE NORTH TO A POINT 1320 FEET NORTH OF THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE EAST 2640 FEET; THENCE SOUTH 1320 FEET TO BEGINNING.

LESS AND EXCEPTING THE FOLLOWING:

BEGINNING NORTH 489.06 FEET AND EAST 1310.1 FEET FROM THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 8 NORTH, RANGE 1 EAST; THENCE SOUTH 89°52'18" WEST 180 FEET; THENCE NORTH 0°07'42" WEST 200 FEET; THENCE NORTH 89°52'18" EAST 435.6 FEET; THENCE SOUTH 0°07'42" EAST 200 FEET; THENCE SOUTH 89°52'18" WEST 255.6 FEET TO BEGINNING.

PARCEL C-12: (16-016-0013)

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY, BEGINNING AT A POINT 1650.00 FEET SOUTH OF THE NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SAID SECTION 33; RUNNING THENCE SOUTH ALONG THE QUARTER SECTION LINE 825.00 FEET; THENCE NORTH 89°48'52" WEST 2640 FEET; THENCE NORTH ALONG THE WEST SECTION LINE 825.00 FEET TO A POINT NORTH 89°48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST 2640.00 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF OTHERS TO THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242 BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

PARCEL C-13 (16-017-0003)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 2 EAST, ALSO THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION.

PARCEL C-14: (16-017-0005)

THE SOUTH HALF OF SECTION 30, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL C-15: (16-017-0006)

THE NORTH HALF; THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER; THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL C-16: (16-017-0007)

WEST HALF SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL C-17: (16-017-0008)

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL C-18: (16-017-0009)

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL C-19: (16-017-0010)

THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 8 NORTH, RANGE 2 EAST.

PARCEL C-20: (16-017-0013)

A PART OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29, AND THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN U.S. SURVEY.

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF SECTION 29 AND RUNNING THENCE SOUTH ALONG THE SECTION LINE 4007.5072 FEET; THENCE NORTH 89°48'52" WEST 2173.92 FEET; THENCE NORTH 4007.5072 FEET TO A POINT NORTH 89°48'52" WEST OF THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST 2173.92 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF OTHERS TO THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242 BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.

SUBJECT TO THE RIGHT OF THE POWDER MOUNTAIN SKI RESORT FOR SKIING AND SNOWMOBILING.

PARCEL C-21: (16-017-0014)

PART OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 8 NORTH, RANGE 2 EAST, SALT LAKE BASE MERIDIAN, U.S. SURVEY.
BEGINNING AT A POINT SOUTH ALONG THE SECTION LINE 2687.5072 FEET FROM THE NORTHEAST CORNER OF SECTION 32, AND RUNNING THENCE SOUTH ALONG SAID SECTION LINE 2003.7536 FEET; THENCE NORTH 89°48'52" WEST 2173.92 FEET; THENCE NORTH TO 2003.7536 FEET TO A POINT NORTH 89°48'52" WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 89°48'52" EAST 2173.92 FEET MORE OR LESS TO THE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO THE RIGHT OF OTHERS TO THE RIGHT OF INGRESS AND EGRESS ACROSS ANY AND ALL EXISTING RIGHTS OF WAYS INCLUDING BUT NOT LIMITED TO IMPROVED AND UNIMPROVED ROADS AND TRAILS DESIGNATED OR NOT DESIGNATED, AS GRANTED IN CORRECTIVE WARRANTY DEED RECORDED JUNE 14, 2004 AS ENTRY NO. 864242 BOOK 1303, PAGE 1083, RECORDS OF CACHE COUNTY, UTAH.