

WHEN RECORDED MAIL TO:

SCI Investments, LLC  
4084 South 300 West  
Murray, Utah 84027

SPACE ABOVE THIS LINE FOR RECORDER'S  
USE

**TRUST DEED, ASSIGNMENT OF RENTS AND  
SECURITY AGREEMENT**

THIS TRUST DEED, ASSIGNMENT OF RENTS AND SECURITY AGREEMENT is made as of February 1, 2006, between Westside Resort, L.L.C., a Utah limited liability company; DCP, L.L.C., a Utah limited liability company; and Deer Meadow Preserve, L.L.C. whose address is 3750 West 500 South, Salt Lake City, Utah 84104, individually and collectively as TRUSTOR; High Country Title, whose address is 1729 Sidewinder Drive, Park City, Utah 84060 as TRUSTEE; and JOHN C. ONE LLC, whose address is 4084 South 300 West, Murray, Utah 84027, as BENEFICIARY.

WITNESSETH: That Trustor CONVEYS, TRANSFERS, ASSIGNS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, FOR THE BENEFIT OF BENEFICIARY, the following described property, situated in Wasatch County, State of Utah:

\*\* See Exhibit "A" attached hereto and incorporated herein \*\*

Together with all the estate, right, title and interest that Trustor now has or may hereafter acquire, either in law or in equity, in and to the property described above; together with any amendment or restatement thereof, to have and to hold the same, together with all buildings, structures and improvements now or hereafter placed on the property and all alterations, additions or improvements now or hereafter made thereto, together with all tangible personal property, goods, fixtures, equipment, machinery, building materials, tools, supplies, appliances and mechanical systems of every nature whether now or hereafter located in, on or used or intended to be used in connection with said buildings, structures and improvements or on the property, including without limitation those for the purpose of supplying or distributing heating, cooling, electricity, gas, water, air and light and including without limitation all plumbing, plumbing fixtures, water heaters, furnaces, air conditioners, kitchen appliances, light fixtures, awnings, storm windows, storm doors, screens, blinds, shades, curtains, curtain rods, mirrors, cabinets, wall coverings, rugs, carpeting, floor coverings, telephone equipment, landscaping trees and plants, fences, security systems and outdoor lighting, and all other similar items and goods and all additions and replacements therefor, whether now or hereafter

placed on the property or in any of the buildings or improvements thereon, and together with all easements, rights of way, covenants benefitting the property, singular lands, tenements, hereditaments, reversions, remainders, rents, leases, receipts, accounts, contract rights, contracts of sale or other dispositions, instruments, documents, general intangibles, deposit accounts, management agreements, operating agreements, issues, profits, privileges, water rights, water company shares of stock (with all certificates therefor to be delivered to Beneficiary), governmental permits, governmental entitlements, utility and other deposits and rebates, voting and other rights under any recorded or unrecorded declaration, articles, bylaws, or rules and regulations established by any owners' association or similar entity, declarant and other rights under any recorded or unrecorded covenants, conditions and restrictions, plans and specifications, studies, data, tests, reports and drawings, and appurtenances of every kind and nature thereunto belonging, relating or in any way appertaining, or which may be hereafter acquired and used or related to said property, or any part thereof, and together with all proceeds therefrom including without limitation insurance proceeds (all of the foregoing shall hereinafter be referred to as the "Property").

With all of the foregoing being referred to hereinafter as the "Property."

FOR THE PURPOSE OF SECURING (1) the payment and performance of all obligations of Westside Resort, L.L.C.; Deer Meadow Preserve, L.L.C.; DCP, L.L.C.; and Deer Canyon Saratoga, LLC (jointly and severally "Maker") under a Promissory Note of even date herewith in favor of Beneficiary in the stated principal amount of Four Million Five Hundred Thousand and 00/100 Dollars (\$4,500,000.00) (the "Promissory Note") and all other related loan documents ("Loan Documents") executed in connection therewith, (2) the performance of each agreement of Trustor set forth in this Trust Deed; (3) the payment of such additional loans or advances as hereafter may be made to Trustor when evidenced by a promissory note or other document reciting that they are secured by this Trust Deed; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof or of the Promissory Note, together with interest thereon as provided herein or therein.

An "event of default" or a "default" under this Trust Deed shall occur upon (1) any default or event of default occurring under the Note or any of the other Loan Documents, (2) any default or event of default occurring under any other obligation secured by this Trust Deed, (3) any failure to meet or comply with Trustor's obligations under this Trust Deed, (4) any failure to pay any other prior encumbrances against the Property when due, (5) a receiver or a trustee being appointed for Trustor (or, if applicable, Maker) or with respect to Trustor's (or Maker's) property, (6) Trustor (or Maker) making an assignment for benefit of creditors, (7) Trustor (or Maker) becoming insolvent, (8) a petition being filed by or against Trustor (or Maker) pursuant to any provision of the United States Bankruptcy Code, as amended, or (9) a determination by Beneficiary that the condition of the Property or Trustor's (or Maker's) financial condition has deteriorated to a point where the Beneficiary believes that the prospect of being paid the obligations secured by this Trust Deed has been materially and adversely affected.

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

1. To keep the Property in good condition and repair; not to remove or demolish any building or improvement; to complete or restore promptly and in good workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting the Property including without limitation all applicable local, state and federal laws, rules, regulations and ordinances relating to land use, zoning or protection of the environment, or to the generation, use, storage, removal, transportation, handling or disposal of toxic materials, hazardous substances, hazardous waste or other similar materials or substances; not to commit or permit waste on the Property; not to commit, suffer or permit any act upon the Property in violation of law; to do all other acts which from the character or use of the Property may be reasonably necessary.
2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may otherwise require, on the improvements now existing or hereafter constructed or placed on the Property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses and mortgagee clauses in favor of and in

form acceptable to Beneficiary. In the event of a loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary alone instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the damage. In the event that the Trustor shall fail to provide satisfactory hazard insurance within thirty days prior to the expiration of any expiring policy, Beneficiary may procure, on the Trustor's behalf, insurance in favor of Beneficiary alone with Trustor being obligated to reimburse Beneficiary immediately for such costs. If insurance cannot be secured by the Trustor to provide the required coverage, or if Trustor fails to reimburse Beneficiary immediately for the costs of insurance incurred by Beneficiary, such event will constitute an event of default under the terms of this Trust Deed. In the event of the foreclosure of this Trust Deed or other transfer of title to the Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Trustor in and to any insurance policy then in force shall pass to the purchaser or grantee.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including policies of title insurance and any extensions or renewals thereof or supplements or endorsements thereto.

4. To appear in and defend any action or proceeding purporting to affect the liens and security interests granted hereby, the title to the Property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to also appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees incurred by Beneficiary and Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting the Property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with the Property; to pay, when due, all encumbrances, charges, and liens with interest on the Property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses incurred in connection with this Trust Deed.

6. Upon an event of default, including a default under the Promissory Note or any of the other Loan Documents and including Trustor's failure to make any payment or to do any act as provided in this Trust Deed, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation thereof or under the Promissory Note, may (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) commence, appear in and defend any action or proceeding purporting to affect the Property or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and (iv) in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title and the employment of attorneys.

7. That the Beneficiary shall have the right to inspect the Property before, during or after construction is completed at any and all times during usual business hours.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee with interest from date of expenditure until paid at the default rate set forth in the Promissory Note. The repayment of such sums and interest shall be secured hereby.

## IT IS MUTUALLY AGREED THAT:

1. Should the Property or any part thereof be taken or damaged by reason of any public improvements or condemnation proceeding, or damaged by fire, earthquake, or flood, or in any other manner, Beneficiary shall be entitled to receive independently and solely all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, right of action and proceeds, including the proceeds of any policies of fire and other insurance affecting the Property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

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

3. So long as the indebtedness secured hereby is outstanding, Trustor hereby assigns absolutely to Beneficiary all leases, rents, issues, royalties, and profits of the Property and of any personal property located thereon, whether now existing or hereafter arising. Until a default occurs in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder or an event of default under the Promissory Note or until Beneficiary gives notice otherwise, Trustor shall be permitted to collect all such rents, issues, royalties and profits earned prior to such event of default or, as the case may be, notice from Beneficiary, as they become due and payable. If such an event of default occurs or upon Beneficiary's notice, Trustor's privilege to collect any of such moneys and enjoy the benefits of such Property shall cease, and Beneficiary shall have the right, as stated above, with or without taking possession of the Property, to collect all leases, rents, royalties, issues, and profits and enjoy the benefits of such Property. Failure of or discontinuance by Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Trust Deed to any such tenancy, lease or option.

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

5. The entering upon and taking possession of the Property, the appointment of a receiver, the collection of such rents, issues and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of the Property, and the application thereof shall not cure or waive any default or notice of default hereunder or under the Promissory Note or any of the other Loan Documents nor invalidate the rights of Beneficiary upon such default or under the notice of default nor any act done pursuant to such notice of default.

6. Failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default or acceptance of payment of any sum secured hereby after its due date shall not constitute a waiver of any other subsequent default.

7. In the event of the passage, after the date of this Trust Deed, of any law deducting from the value of the Property for the purposes of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of trust deeds or debts secured by trust deeds, or the manner of the collection of any such taxes, so as to affect this Trust Deed, the indebtedness secured hereby shall immediately become due and payable at the option of the Beneficiary.

8. Time is of the essence hereof. Upon default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, or upon the occurrence of any other default or event of default under the Promissory Note or any of the other Loan Documents, or in the event a receiver or a trustee is appointed for Trustor or Janan Investment Corporation or Trustor's or Janan Investment Corporation's property, or Trustor or Janan Investment Corporation makes an assignment for benefit of creditors, or Trustor or Janan Investment Corporation becomes insolvent, or a petition is filed by or against Trustor or Janan Investment Corporation pursuant to any provisions of the United States Bankruptcy Code, as amended, all sums secured hereby shall immediately become due and payable in full at the option of Beneficiary. In the event of such default, and without any obligation on Beneficiary to give notice of such acceleration, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause the Property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein the Property or some part or parcel thereof is situated. Beneficiary also shall, if requested, deposit with Trustee, the Promissory Note and all documents evidencing expenditures secured hereby.

9. At any time after the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, may sell the Property on the date and at the time and place designated in such notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may request, at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any reason, postpone the sale from time to time to the extent permitted by law until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale. Trustee shall execute and deliver to the purchaser its Trustee's deed conveying the Property so sold, but without any covenant or warranty, express or implied. The recitals in the Trustee's deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Except as otherwise directed by applicable law, Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) the costs of any appraisals, environmental audits, and evidences of title procured in connection with such sale and any expenses associated with the Trustee's deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest from the day of expenditure at the default rate set forth in the Promissory Note; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit or interplead the balance of such proceeds with the county clerk or a court of the county in which the sale took place.

10. Trustor agrees to surrender possession of the Property to the purchaser at the sale immediately after such sale in the event such possession has not previously been surrendered by Trustor.

11. Upon the occurrence of any default hereunder or any default under the indebtedness secured hereby, including a default under the Promissory Note or any of the other Loan Documents, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable in full and foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property, and Beneficiary shall be entitled to

recover in such proceedings all costs and expenses incident thereto including appraisals, environmental audits, title reports, court costs and attorney's fees in such amount as shall be fixed by the court.

12. This Trust Deed is intended to be an assignment, security agreement and pledge pursuant to the Uniform Commercial Code and other applicable law for any of the items specified above as part of the Property which, under applicable law, may be subject to an assignment, security interest or pledge pursuant to the Uniform Commercial Code or such other law, and Trustor hereby grants Beneficiary a security interest in the items specified above as part of the Property which are personal property. This Trust Deed is also a financing statement and fixture filing and as such may be recorded in the real estate records of the county in which the Property is located. Trustor agrees that Beneficiary may file this Trust Deed, or a photocopy thereof, in any other jurisdiction or other appropriate index, as a financing statement for any of the items specified above as part of the Property or for any other purpose; in addition, Trustor agrees to execute and deliver to Beneficiary, upon Beneficiary's request, any other financing statements, as well as extensions, renewals and amendments thereto, and reproductions of this Trust Deed in such form as Beneficiary may require to perfect a security interest with respect to said items. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Trust Deed, or after the occurrence of an event of default under the Promissory Note or any of the other Loan Documents, including breach of the covenants to pay when due all sums secured by this Trust Deed, Beneficiary shall have the remedies of a secured party under the Uniform Commercial Code and other applicable law and, at Beneficiary's option, may also invoke the remedies provided in this Trust Deed as to such items. In exercising any of said remedies, Beneficiary may proceed against the items of real property and any items of personal property collateral specified above as part of the Property separately or together and in any order whatsoever without in any way affecting the availability of Beneficiary's remedies under the Uniform Commercial Code or of the remedies provided in this Trust Deed and without affecting the personal liability of Trustor under the indebtedness secured by this Trust Deed. Portions of the Property may constitute goods which are or are to become fixtures on or relating to the improvements constructed on the Property, and this Trust Deed is to be recorded in the real estate records of the county in which the Property is located. Trustor covenants and agrees that, from and after the time of the recording of this Trust Deed, this Trust Deed shall constitute a fixture filing under the Uniform Commercial Code. Information concerning the security interest created hereby may be obtained from Beneficiary. The legal description of the Property in this Trust Deed is the legal description of the real estate upon which any fixtures covered by this Trust Deed are or may be located, and the Trustor is the record owner of such Property.

13. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the county recorder of each county in which the Property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed without notice to all the powers, duties, authority and title of the trustee named herein or of any successor trustee.

14. The rights and remedies of Beneficiary under this Trust Deed are cumulative and are in addition to any other remedies provided by law or under the Promissory. The exercise by Beneficiary of one right or remedy under this Trust Deed shall not constitute an election of remedies to the exclusion of other rights and remedies. Trustor hereby waives all claims that Beneficiary marshall assets of Trustor in collecting the indebtedness secured hereby. This Trust Deed shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns.

15. Trustee accepts this Trust Deed when it is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other trust deed or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party, unless such action or proceeding is brought by Trustee.

16. If all or any part of the Property or an interest therein is sold or transferred voluntarily or involuntarily by Trustor (or if an ownership interest in Trustor is sold or transferred) without Beneficiary's prior written consent, which consent may be withheld for any reason, then Beneficiary may, at Beneficiary's option, declare all the sums secured by this Trust Deed to be immediately due and payable in full.

17. Trustor shall promptly furnish Beneficiary with copies of all tax returns and financial reports and statements as requested by Beneficiary, all prepared in a manner and form and at such times as are acceptable to Beneficiary.

18. Trustor hereby agrees to indemnify, defend and hold harmless Beneficiary, its successors, assigns, officers, directors, employees and agents for, from and against any loss, liability, cost, injury, expense or damage, including without limitation court costs and attorneys fees and expenses, in connection with or arising from the presence, escape, seepage, leakage, spillage, discharge or emission on or from the Property of any hazardous or toxic substances, materials or waste that are or may be regulated by federal, state or local law. This indemnification (a) shall survive the release, foreclosure or satisfaction of this Trust Deed or the transfer of the Property encumbered hereby, (b) is separate and distinct from the other obligations under this Trust Deed and the indebtedness secured hereby, (c) is not secured by this Trust Deed, and (d) shall be in addition to any other such indemnifications.

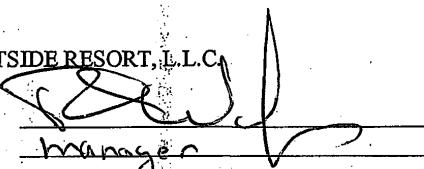
19. This Trust Deed shall be construed according to the laws of the State of Utah.

20. Notwithstanding any provision herein or in the Promissory Note, the total liability for payments in the nature of interest shall not exceed the limits that may be imposed by the applicable laws of the State of Utah.

21. If any provision hereof should be held unenforceable or void, then such provision shall be deemed separable from the remaining provisions and shall in no way affect the validity of this Trust Deed or the rights of Beneficiary hereunder.

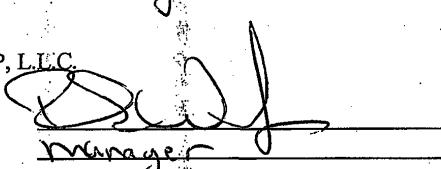
22. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to Trustor at the address hereinbefore set forth. The obligations of Trustor are joint and several.

WESTSIDE RESORT, L.L.C.

By: 

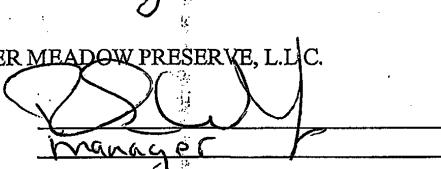
Its: manager

DCP, L.L.C.

By: 

Its: manager

DEER MEADOW PRESERVE, L.L.C.

By: 

Its: manager

ACKNOWLEDGEMENT

STATE OF UTAH )  
COUNTY OF Summit ) ss.

The foregoing instrument was acknowledged before me this 9th day of February, 2006, by  
Richard T. Wolper, the Manager of Westside Resort, L.L.C., a Utah limited liability company.

Mae Mair  
Notary Public

My commission expires: 5-4-2009

Residing at: Heber City

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Exhibit "A"

**Parcel 1**

Lot 111, **EAST PARK Plat No. 1**, according to the official plat thereof, recorded July 28, 1966 as Entry No. 89132 in Book 55 at Page 336 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OEP-1111

**Parcel 2**

Lot 226, **East Park Plat II**, according to the official plat thereof, recorded November 2, 1966 as Entry No's. 89491 and 89492 in Book 56 at Page No's. 242 and 244 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OEP-2226

**Parcel 3**

Lot 248, **EAST PARK Plat II**, according to the official plat thereof, recorded November 2, 1966 as Entry No's. 89491 and 89492 in Book 56 at Pages 242 and 244 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OEP-2248

**Parcel 4**

Lot 253, **EAST PARK Plat II**, according to the official plat thereof, recorded November 2, 1966 as Entry No's. 89491 and 89492 in Book 56 at Pages 242 and 244 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OEP-2253

**Parcel 5**

Lot 254, **EAST PARK Plat II**, according to the official plat thereof, recorded November 2, 1966 as Entry No's. 89491 and 89492 in Book 56 at Pages 242 and 244 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OEP-2254

**Parcel 6**

Lot 259, **EAST PARK Plat II**, according to the official plat thereof, recorded November 2, 1966 as Entry No's. 89491 and 89492 in Book 56 at Pages 242 and 244 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OEP-2259

**Parcel 7**

BEGINNING at the most Northerly corner of Lot 253, **EAST PARK PLAT NO. 2**, according to the official plat thereof, recorded November 2, 1966 as Entry No. 89492 in Book 56 at Page No. 244 of the official records in the office of the Wasatch County Recorder; and running thence North  $41^{\circ} 13' 44''$  West 210.00 feet; thence North  $44^{\circ} 29'$  East 110.00 feet; thence South  $40^{\circ} 14' 19''$  East 190.35 feet; thence South  $56^{\circ} 56' 15.50$  feet; thence South  $45^{\circ} 15'$  West 235.29 feet; thence North  $41^{\circ} 13' 44''$  West 443.33 feet to the point of BEGINNING.

Wasatch County Tax Serial No: OWC-0019-1

**Parcel 8**

An easement and right of way for ingress and egress, 25 feet in width, and lying Northerly at right angles from the following described line:

BEGINNING at the Westerlymost corner of Lot 248, EAST PARK PLAT NO. 2, according to the official plat thereof, recorded November 2, 1966 as Entry No. 89492 in Book 56 at Page 244 of the official records in the office of the Wasatch County Recorder; and running thence North 44°29' East 100 feet; thence North 37°41'35" East 245.58 feet; thence North 44°29' East 110 feet; thence South 42°28'10" East 182.08 feet.

as created by that certain Quit Claim Deed recorded August 15, 1991 as Entry No. 156968 in Book 232 at Page 308 of the official records.

Portions of Wasatch County Tax Serial Nos: OWC-0015 and OWC-0010

**Parcel 9**

BEGINNING at the Northeast corner of Lot 256, EAST PARK, PLAT 2, Sheet 2, a recorded subdivision, being a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point also being North 2163.47 feet and West 3690.05 feet from the Southeast corner of aforesaid Section 13; and running thence South 60°30'00" East 1855.54 feet; thence North 29°30'00" East 457.45 feet; thence North 60°30'00" West 2062.18 feet; thence South 20°57'00" East 225.00 feet; thence South 23°28'34" West 315.919 feet to the point of BEGINNING.

Wasatch County Tax Serial Number: OWC-0018

**Parcel 10**

TOGETHER WITH a non-exclusive right of way for ingress and egress over the following described land:

That portion of Lot 257 of said EAST PARK, PLAT 2, Sheet 2, a recorded subdivision, which is shown by the plat thereof as being affected on its Southwesterly edge by a 25 foot right of way.

Portions of Wasatch County Tax Serial Number: OEP-2257

**Parcel 11**

BEGINNING at the Northeast corner of Lot 256, East Park, Plat 2, Sheet 2, a recorded subdivision, being a part of Section 13, Township 2 South Range 4 East, Salt Lake Base and Meridian, said point also being North 2163.47 feet and West 3690.05 feet from the Southeast corner of aforesaid Section 13; and running thence South 60°30' East 1856.21 feet; thence South 29°30' West 465.00 feet; thence North 60°30' West 938.21 feet; thence North 66°42'51" West 776.31 feet; thence North 11°58'25" East 269.934 feet; thence North 16°56'29" East 298.776 feet to the point of BEGINNING.

Wasatch County Tax Serial No: OWC-0024

**Parcel 12**

Beginning at a point which is North 66° 14' 06" East 100 feet from the Northeast corner of Lot 249 East Park Plat #2; thence North 66° 14' 16" East 52.3; thence South 83° 20' East 60 feet; thence South 30° 32' East 220 feet more or less to the North line of Lot 254, East Park Plat #2, thence South 70° 39' 19" West along said North line 100 feet more or less to a point which is South 30° 32' East from the point of beginning; thence North 30° 32' West 230 feet more or less to the point of beginning.

Wasatch County Tax Serial No: OWC-0014

**Parcel 13**

Beginning at the Northwest Corner of Lot 251, East Park, Plat II, said point also being South 88° 51' 36" East 1027.125 feet and South 35° 59' 19" East 647.868 feet from the Northwest Corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base & Meridian; and running thence South 34° 42' 09" East 140.363 feet; thence South 15° 00' 00" West 363.00 feet; thence South 67° 45' East 878.87 feet; thence North 22° 30' 23" East 424.92 feet; thence North 20° 00' East 44.34 feet; thence North 67° 45' West 1098.55 feet; thence South 36° 59' 19" East 65.24 feet to the point of beginning.

Together with an easement and right of way for ingress and egress 25 feet in width over, along, and across Parcel 15 as described hereinbelow.

Wasatch County Tax Serial No: OWC-0017

**Parcel 14**

Beginning at a point South  $88^{\circ} 48'$  East 1570 feet and South  $01^{\circ} 00'$  West 80.00 feet, from the Northwest corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian. Running thence; South  $67^{\circ} 45'$  East 1043.55 feet, thence South  $22^{\circ} 15'$  West 417.42 feet. Thence North  $67^{\circ} 45'$  West 1043.55 feet, thence North  $22^{\circ} 15'$  East 417.42 feet to the point of beginning.

Together with an easement and right of way for ingress and egress 25 feet in width over, along, and across Parcel 13 as described hereinabove.

Also together with an easement and right of way for ingress and egress 25 feet in width over, along, and across Parcel 15 as described hereinbelow.

Wasatch County Tax Serial No: OWC-0025

**Parcel 15**

Beginning at the Northeast corner of Lot 246, East Park Plat II, a subdivision, a part of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South  $25^{\circ} 11' 51''$  West 204.88 feet; thence South  $18^{\circ} 23' 00''$  West 166.300 feet; thence South  $51^{\circ} 54'$  East 105.37 feet; thence South  $2^{\circ} 33' 16''$  East 164.184 feet; thence North  $66^{\circ} 14' 06''$  East 142.90 feet; thence South  $83^{\circ} 20'$  East 109.04 feet; thence North  $44^{\circ} 29'$  East 161.00 feet; thence North  $37^{\circ} 41' 35''$  East 245.58 feet; thence North  $44^{\circ} 29'$  East 110.00 feet; thence South  $42^{\circ} 28' 10''$  East 182.08 feet; thence North  $34^{\circ} 04' 38''$  East 248.00 feet; thence North  $22^{\circ} 30' 23''$  East 54.67 feet; thence North  $67^{\circ} 45'$  West 878.87 feet; thence South  $15^{\circ} 00'$  West 87.00 feet; thence South  $51^{\circ} 30'$  West 100.00 feet; thence South  $31^{\circ} 18' 05''$  East 196.345 feet to the point of beginning.

EXCEPTING THEREFROM the following portion thereof:

Beginning at the Southeast corner of Lot 247, East Park Plat II, a subdivision, a part of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South  $25^{\circ} 11' 51''$  West 31.00 feet; thence South  $18^{\circ} 23' 00''$  West 166.30 feet; thence South  $51^{\circ} 54'$  East 231.61 feet; thence North  $19^{\circ} 27' 15''$  East 196.82 feet; thence North  $51^{\circ} 54'$  West 225.00 feet to the point of beginning.

Wasatch County Tax Serial No: OWC-0015

**Parcel 16**

Beginning North  $34^{\circ} 04' 38''$  East 110 feet from the Northerly corner of Lot 253, East Park Subdivision, Plat 2, Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North  $34^{\circ} 04' 08''$  East 248 feet; thence South  $45^{\circ}$  East 511.87 feet; thence South  $45^{\circ} 15'$  West 145.39 feet; thence North  $56^{\circ} 56'$  West 474.5 feet to the place of beginning.

Wasatch County Tax Serial No: OWC-0019

**Parcel 17**

A right of way over the following described tract: Beginning at a point North  $34^{\circ} 04' 38''$  East 110.00 feet from the most Northerly corner of Lot 253, East Park Plat 2, a subdivision of part of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian and running thence North  $40^{\circ} 14' 19''$  West 190.35 feet; thence South  $44^{\circ} 29'$  West 16.00 feet; thence South  $40^{\circ} 14' 19''$  East 191.45 feet; thence South  $58^{\circ} 56'$  East 42.11 feet; thence North  $33^{\circ} 04'$  East 16.00 feet; thence North  $56^{\circ} 56'$  West 40.00 feet to the point of beginning.

Portions of Wasatch County Tax Serial No: OWC-0019-1

**Parcel 18**

Beginning North 89°10'25" East 328.20 feet from the Southwest corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; thence North 02°56'05" West 358.604 feet; thence North 72°24' East 306.231 feet, more or less to the Westerly boundary line of East Park, Plat II, according to the official plat thereof, as recorded in the office of the Wasatch County Recorder, Wasatch County, Utah, as re-traced; thence along the subdivision boundary line the following four courses: 1) South 54° East 110 feet; 2) thence North 87°22'42" East 205.2 feet; 3) thence East 169.2 feet; 4) thence North 159.6 feet; thence leaving said subdivision boundary line North 35° East 88 feet; thence North 13°25' West 98.81 feet; thence North 80°12'06" East 95.84 feet; thence South 56°00' East 70.00 feet; thence South 83°28'48" East 170.32 feet; thence North 16°52'26" East 61.64 feet; thence South 84°47'13" East 134.39 feet; thence South 15°46'21" West 366.64 feet; thence South 26°00' East 397.80 feet; thence South 89°12'25" West 1211.68 feet more or less to the Point of Beginning.

LESS AND EXCEPTING THEREFROM the following described portion:

Beginning at a point which is North 89°10'25" East 602.75 feet from the Southwest corner of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 89°10'25 East 110.5 feet; thence North 195.58 feet; thence West 110.50 feet; thence South 197.17 feet of the Point of Beginning.

ALSO LESS AND EXCEPTING THEREFROM the following described portions:

Those parcels of property described as Parcel No. JDR-Hy-40-19:17 and Parcel No. JDR-Hy-40-19:17:A in that certain Declaration of Taking recorded March 30, 1988, as Entry No. 145267 in Book 198 at Page 791 of the official records in the office of the Wasatch County Recorder, reference to which is hereby made for the particulars.

ALSO EXCEPTING THEREFROM any portion which may be determined as lying South of the South Section line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian.

ALSO EXCEPTING THEREFROM any portions lying within EAST PARK Plat II, according to the official plat thereof, recorded November 2, 1966 as Entry No's. 89491 and 89492 in Book 56 at Pages 242 and 244 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No: OWC-0020

**Parcel 19**

Beginning at a point on the South line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being North 87°23'04" East 1617.10 feet from the Southwest corner of said Section 13 (brass cap); thence North 26°00'00" West a distance of 340.416 feet; thence North 15°46'21" East a distance of 366.640 feet; thence North 84°47'13" West a distance of 134.390 feet; thence North 16°52'26" East a distance of 2.132 feet; thence North 89°10'25" East a distance of 880.956 feet; thence South 00°49'35" East a distance of 653.504 feet; thence South 87°23'04" West along said South line as shown on that certain East Park Subdivision re-tracement survey filing no. OWC-024-013-3-0541, filing date August 28, 1996, by Richard K. Johanson, a distance of 708.243 feet to the Point of Beginning.

Together with an easement and right of way for ingress and egress 25 feet in width over, along, and across Parcel 18 as described hereinabove.

Portions of Wasatch County Tax Serial No: OWC-0010-1

**Parcel 20**

Beginning at a point on the South line of Section 13, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being North 87°23'04" East 2626.95 feet from the Southwest corner of said Section 13; and South 87°23'04" West 301.609 feet along said South line as shown on that certain East Park Subdivision re-tracement survey filing no. OWC-024-013-3-0541, filing date August 28, 1996, by Richard K. Johanson; thence along said South line of Section 13, North 87°23'04" East 301.609 feet; thence South 89°08'20" East 488.71 feet; thence North 00°49'35" West 244.483 feet; thence North 45°49'35" West 585.48 feet; thence South 89°10'25" West 376 feet; thence South 00°49'35" East 653.504 feet to the Point of Beginning.

Together with an easement and right of way for ingress and egress 25 feet in width over, along, and across Parcels 18 and 19 as described hereinabove.

Portions of Wasatch County Tax Serial No. OWC-0010-1

**Parcel 21**

All of Lots 5, 12, 13, and 15, **Deer Canyon Preserve Phase 1 Subdivision**, according to the official plat thereof, recorded February 24, 2005 as Entry No. 280208 in Book 737 at Page 767 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No's: ODP-1005, ODP-1012, ODP-1013, and ODP-1015

**Parcel 22**

All of Lots 17 through 33, inclusive, **Deer Canyon Preserve Phase 2 Subdivision**, according to the official plat thereof, recorded October 7, 2005, as Entry No. 290117 in Book 793 at Page 221 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No's: ODP-2017 through ODP-2033, inclusive

**Parcel 23**

All of Lots 34 through 103, inclusive **Deer Canyon Preserve Phase 3 Subdivision**, according to the official plat thereof, recorded October 7, 2005, as Entry No. 290118 in Book 793 at Page 241 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No's: ODP-3034 through ODP-3103, inclusive

**Parcel 24**

All of Lots 1, 2, 3, 4, 5, and 6, **Iroquois Phase 4 Subdivision**, according to the official plat thereof, recorded October 18, 2005, as Entry No. 290634 in Book 796 at Page 240 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No's: OIQ-4001, OIQ-4002, OIQ-4003, OIQ-4004, OIQ-4005, and OIQ-4006

**Parcel 25**

All of Lots 7, 8, and 9, and Parcel A, **Iroquois Phase 5 Subdivision**, according to the official plat thereof, recorded October 28, 2005, as Entry No. 291150 in Book 798 at Page 672 of the official records in the office of the Wasatch County Recorder.

Wasatch County Tax Serial No's: OIQ-5007, OIQ-5008, OIQ-5009, and OIQ-500A

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