

**WHEN RECORDED, RETURN TO:**

CW Land Co., LLC  
ATTN: Legal Department  
1222 W. Legacy Crossing Blvd., STE 6  
Centerville, UT 84014  
**121224-CAP**

Parcel Nos.: 12-103-0053, 12-103-0100, 12-103-0103,  
**12-103-0055, 12, 103, 0075, 12-280-0040**  
**12, 280, 0041**

**PARTIAL ASSIGNMENT OF  
RIGHTS, BENEFITS, AND OBLIGATIONS,  
UNDER THE DEVELOPMENT AGREEMENT**

THIS PARTIAL ASSIGNMENT OF RIGHTS, BENEFITS, AND OBLIGATIONS UNDER THE DEVELOPMENT AGREEMENT (the "Assignment") is made and entered into as of the <sup>10<sup>th</sup></sup> day of ~~June~~ <sup>August</sup>, 2020, by and between CW LAND CO., LLC, a Utah limited liability company ("Assignor") and Woodside Homes of Utah, LLC, a Utah limited liability company ("Assignee") and consented to by SYRACUSE CITY, a municipality and political subdivision of the State of Utah ("City"). Assignor and Assignee may sometimes be referred to herein collectively as "Parties" or individually, each a "Party". Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Development Agreement (defined below).

**RECITALS**

A. Assignor is the "Developer" under that certain DEVELOPMENT AGREEMENT FOR SHORELINE APPROXIMATELY LOCATED AT 2400 WEST 2900 SOUTH SYRACUSE CITY, DAVIS COUNTY, UTAH dated January 6, 2020 and executed by and between Assignor and the City ("Development Agreement").

B. Pursuant to that certain Purchase Agreement and Joint Escrow Instructions between Assignor (as Seller) and Assignee (as Buyer) having an effective date of June 2, 2020, as amended (if at all) ("Purchase Agreement"), Assignee has acquired fee simple title to a portion of the Parcel subject to the Development Agreement, which portion of the Parcel is more particularly described on Exhibit "A-1" attached hereto ("Property"). The Parcel is more particularly described on Exhibit "A-2" attached hereto.

C. Following the assignment contemplated herein, Assignor shall retain all portions of the Parcel other than the Property (the "Retained Property").

D. Assignor desires to assign to Assignee the rights, duties, and obligations arising under the Development Agreement to the extent such rights, duties, and obligations relate to the Property, and Assignor desires to retain all other rights, duties, and obligations arising under the Development Agreement related to the Retained Property.

E. Pursuant to Section 8.5 of the Development Agreement, Assignor may assign its rights, benefits, and obligations under the Development Agreement only with the written consent of the City, which consent is granted by the City's execution below.

### ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Partial Assignment.** Assignor does hereby assign, transfer, and set over to Assignee, solely with respect to the Property, Assignor's rights, duties, and obligations in the Development Agreement to the extent they relate to the Property. Any sections of the Development Agreement not specifically addressed herein shall apply to the Parties, each solely with respect to their portions of the Parcel. The Development Agreement sets forth certain specific Developer obligations, and the Parties agree that such obligations shall be addressed as follows:

a. **Assignor Obligations:** Upon execution of this Assignment, the following rights, duties, and obligations in the Development Agreement shall be applicable to Assignor:

i. **Section 5.1(E)(3) – 3000 West Street Improvements.** Assignor shall be solely responsible for all rights, duties and obligations as set forth in Section 5.1(E)(3) of the Development Agreement.

ii. **Section 5.1(G) – Existing Utilities Running Through the Property.** Assignor shall be solely responsible for connecting the 12-inch sewer main, which outfalls west of 2850 South Street to 3000 West Street. Assignor shall also tie said main into the new sewer within the Development.

b. **Mutual Obligations.** Upon execution of this Assignment, the following rights, duties, and obligations as found in the Development Agreement shall be applicable to each of Assignor and Assignee, as designated below:

i. **Section 5.1(A) – Maximum Dwelling Units.** Section 5.1(A) of the Development Agreement shall be the mutual obligation of the Parties. Assignee shall not exceed 315 units on the Property and Assignor shall not exceed 85 units on the Retained Property.

ii. **Section 5.1(B) – Dedication of Water Shares.** The Parties shall be mutually responsible for compliance with Section 5.1(B) of the Development Agreement. Assignee shall be responsible for compliance with Section 5.1(B) for the Property and Assignor shall be responsible for compliance with Section 5.1(B) for the Retained Property.

iii. **Section 5.1(C) – Areas Open to General Public.** The Parties shall be mutually responsible for compliance with Section 5.1(C) of the Development Agreement. Assignee's total dedicated open space for the Property shall be equal to the total amount of open space indicated on the approved preliminary plat for the Property. Assignor's total dedicated

open space for the Retained Property shall be equal to the total amount of open space indicated on the approved preliminary plat for the Retained Property.

iv. Section 5.1(D) – Fencing, Amenities, Signs, Trees. The Parties shall be mutually responsible for compliance with Section 5.1(D) of the Development Agreement. Assignee shall be responsible for compliance with Section 5.1(D) for the Property and Assignor shall be responsible for compliance with Section 5.1(D) for the Retained Property.

v. Section 5.1(E)(1) – 2400 West Street Improvements. Each Party shall separately bear all obligations set forth in Section 5.1(E)(1) of the Development Agreement related to their respective portions of the Parcel. Assignor shall be responsible for compliance with Section 5.1(E)(1), with respect to the agreed upon section of 2400 West as graphically depicted on Exhibit 4-A of the Purchase Agreement and more particularly described in Exhibit 4-B-1 of the Purchase Agreement, to the top back of curb. Thereafter, Assignee shall be responsible for compliance with Section 5.1(E)(1) with respect to the remaining section of 2400 West for all remaining and required improvements.

vi. Section 5.1(E)(2) – 2700 South Road Improvements. Each Party shall separately bear all obligations set forth in Section 5.1(E)(2) of the Development Agreement related to their respective portions of the Parcel. Assignor shall be responsible for compliance with Section 5.1(E)(2) for the intersection of 2700 South and Shoreline Drive and Assignee shall be responsible for compliance with section 5.1(E)(2) for the intersection of 2700 South and 2400 West.

vii. Section 5.1(E)(4) – Syracuse City Public Works Facility. The Parties shall be mutually responsible for compliance with Section 5.1(E)(4) of the Development Agreement. Assignee shall be responsible for compliance with Section 5.1(E)(4) for subdivision plats within the Property and Assignor shall be responsible for compliance with Section 5.1(E)(4) for subdivision plats located within the Retained Property.

viii. Section 5.1(F) – Culinary Waterline Looping. The Parties shall be mutually responsible for compliance with Section 5.1(F) of the Development Agreement. Assignee shall be responsible for compliance with Section 5.1(F) for culinary service connections for homes located within the Property and Assignor shall be responsible for compliance with Section 5.1(F) for culinary service connections for homes located within the Retained Property.

ix. Section 5.1(G) – Existing Utilities Running Through the Property. A portion of Section 5.1(G) of the Development Agreement shall be the mutual obligation of the Parties as follows:

1. 36-Inch Reinforced Concrete Storm Drain Pipe. In connection with Section 4.4 of the Development Agreement, Assignee shall be responsible for the abandonment, removal, and proper disposal of the existing 36-inch reinforced concrete storm drain pipe within the Property. Assignor shall be responsible for the same within the Retained Property. To the extent that either Party commences development of their portion of the

Development prior to the other Party and requires that the utilities, identified in Section 5.1(G) of the Development Agreement be abandoned, the Parties agree that the abandoned utilities will be properly capped or otherwise stubbed so as not to impact the development of the other Party.

2. 8-Inch Sewer Main. Assignor shall be responsible for location and/or relocation of the 8-inch sewer main located on the south side of the Property into a roadway. The City shall abandon and hereby agrees to vacate that certain Easement, recorded on February 1, 2007 as entry number 2240836 in the official records of the Davis County Recorder's Office. Assignor shall be responsible for the same within the Retained Property. To the extent that either Party commences development of their portion of the Development prior to the other Party and determines that the utilities, identified in this Section 5.1(G), shall be abandoned, the Parties agree that the abandoned utilities will be properly capped or otherwise stubbed so as not to impact the development of the other Party.

x. Section 5.1(H) – High Water Table. The Parties shall be mutually responsible for compliance with Section 5.1(H) of the Development Agreement. Assignee shall be responsible for compliance with Section 5.1(H) for homes located within the Property and Assignor shall be responsible for compliance with Section 5.1(H) for homes located within the Retained Property.

xi. Section 5.1(I) – Wetlands. Assignor shall be obligated to procure, to the extent it has not already, a delineation applicable to the entire Parcel. Any mitigation and remediation to either the Property or the Retained Property shall be completed by Assignor prior to the Close of Escrow (as that term is defined in the Purchase Agreement). Following the Close of Escrow, Assignee shall be responsible for continuing compliance with the letter of verification with respect to the Property and Assignor shall be responsible for continuing compliance with the letter of verification with respect to the Retained Property.

xii. Section 5.1(J) – Trail System. The Parties shall be mutually responsible for the trail system as set forth Section 5.1(J) of the Development Agreement. Assignee shall be responsible for the trail system located within the Property and Assignor shall be responsible for the trail system located within the Retained Property.

xiii. Section 5.1(K) – Architectural Theme Plan. The Parties shall be mutually responsible for general compliance with the architectural theme plan as set forth in Section 5.1(K) of the Development Agreement. Assignee shall be responsible for general compliance with the architectural theme plan for homes located within the Property and Assignor shall be responsible for general compliance with the architectural theme plan for homes located within the Retained Property.

xiv. Section 5.1(L) – Sewer, Culinary Water and Secondary Water Laterals. The Parties shall be mutually responsible for sewer, culinary water and secondary water laterals as set forth in Section 5.1(L) of the Development Agreement, and the inclusion of applicable provisions related to such laterals in the CC&Rs. Assignee shall be responsible for said laterals located within the Property and Assignor shall be responsible for said laterals located within the Retained Property.

xv. Section 5.1(M) – Storm Drain System. The Parties shall be mutually responsible for the storm drain system as set forth in Section 5.1(M) of the Development Agreement, and the inclusion of applicable provisions related to such laterals in the CC&Rs. Assignee shall be responsible for storm drains located within the Property and Assignor shall be responsible for storm drains located within the Retained Property. Assignee shall be responsible for the installation of the storm drain mains, and entitled to any related reimbursement for upsizing of such storm drain mains, referenced in Section 5.1(M) located within the Property or within Assignee's offsite obligations allocated under this Assignment, and Assignor shall be responsible for the installation of the storm drain mains, and entitled to any related reimbursement for upsizing of such storm drain mains, referenced in Section 5.1(M) located within the Retained Property or within Assignor's offsite obligations allocated under this Assignment.

xvi. Section 5.1(N) – Maintenance of Items Outside of the Public Right-of-Way. The Parties shall be mutually responsible for maintenance of items outside of the public right-of-way as set forth in Section 5.1(N) of the Development Agreement, and the inclusion of applicable provisions related to such laterals in the CC&Rs. Assignee shall be responsible for maintenance of items outside of the public right-of-way located within the Property and Assignor shall be responsible for maintenance of items outside of the public right-of-way located within the Retained Property.

xvii. Section 5.1(O) – Covenants, Conditions, & Restrictions. The Parties shall be mutually responsible for compliance with Section 5.1(O) of the Development Agreement pursuant to the terms of Section 18.2 of the Purchase Agreement. Notwithstanding the final sentence of Section 5.1(O) of the Development Agreement, Assignor, Assignee, and the City agree that the form of the CC&Rs shall generally conform to those of the Declaration of Covenants, Conditions, and Restrictions for Still Water Subdivision recorded on October 3, 2017 as entry number 3049202 in the official records of the Davis County Recorder's Office, as amended.

xviii. Section 5.1(P) – Compliance with Current City Ordinances. The Parties shall be mutually responsible for compliance with current city ordinances as set forth in Section 5.1(P) of the Development Agreement. Assignee shall be responsible for compliance pertaining to the Property and Assignor shall be responsible for compliance pertaining to the Retained Property.

xix. Section 5.1(S) – Bonding. The Parties shall be mutually responsible for compliance with bonding requirements as set forth in Section 5.1(S) of the Development Agreement. Assignee shall be responsible for bonding requirements pertaining to the Property and Assignor shall be responsible for bonding requirements pertaining to the Retained Property.

xx. Section 5.1(T) – Parking. The Parties shall be mutually responsible for compliance with parking requirements as set forth in Section 5.1(T) of the Development Agreement. Assignee shall be responsible for parking requirements for lots located within the

Property and Assignor shall be responsible for parking requirements for lots located within the Retained Property.

xxi. Section 5.2 – In Lieu Fee Related to Common Space. The In Lieu Fee contemplated in Section 5.2 of the Development Agreement shall be prorated between Assignor and Assignee based on the total acreage of each final plat submitted to Syracuse City. For illustrative purposes only, if Assignee submits a final plat containing 50 acres, Assignee would be responsible to pay \$31,471.35 for the prorated In Lieu Fee (calculated as the total acreage of Assignee's submitted final plat (50) divided by the total acreage in the Development (112.55) multiplied by the In Lieu Fee (\$70,842.00)).

xxii. Section 7.1 – Remedies for Breach. Nothing set forth in this Assignment shall be interpreted to limit or reduce the City's available rights and remedies set forth in Section 7.1 of the Development Agreement in the event of a breach or default by either Party. Assignor and Assignee each acknowledge that an uncured default or breach by either Party may have a negative impact on the other Party or its respective portion of the Parcel (or their successors or assigns). Each Party agrees to take all measures necessary to avoid a breach or default, and if a default or breach occurs, to promptly cure such breach or default within the time periods set forth in Section 7.1 of the Development Agreement. Each Party shall be solely obligated to promptly cure or remedy any breach or default by such Party and hereby indemnifies, defends, and holds harmless the non-breaching Party from any costs, damages, liabilities, or harm caused to the non-breaching Party or its respective portion of the Parcel. In the event either Party receives written notice from the City under Section 7.1 of the Development Agreement notifying such Party of a breach or default, then the non-breaching Party shall have the right, but not the obligation, to step in and cure the breach or default on behalf of the breaching Party, and thereafter to seek prompt reimbursement of all costs and expenses reasonably incurred by the non-breaching Party in doing so. The non-breaching Party shall have the ability to access the breaching Party's portion of the Parcel, to the extent reasonably necessary, to cure or remedy the default or breach by the breaching Party. The City hereby acknowledges and agrees that each Party may cure or remedy the breach or default by the other Party. The Parties reserve the right to supplement their respective rights, duties, and obligations vis-à-vis each other under this section by separate document or agreement so long as such separate document or agreement does not alter or modify, or purport to alter or modify, the City's rights, duties, or obligations under Section 7.1 of the Development Agreement. Additionally, in the event the City breaches or defaults under the Development Agreement, then either Party may pursue its rights and remedies under Section 7.1 of the Development Agreement against the City as to such Party's portion of the Parcel.

2. **Notices.** Any notices, requests and demands required or desired to be given to Assignee shall be delivered in accordance with the Development Agreement at Assignee's address shown below:

To Assignee:  
Woodside Homes of Utah, LLC  
460 West 50 North, Suite 300  
Salt Lake City, UT 84101



Attn: Brian Kartchner

With Copy To:  
Woodside Group, LLC  
460 West 50 North, Suite 200  
Salt Lake City, UT 84101  
Attn: Legal Department

3. **Separate Agreements.** As between Assignor and Assignee, this Assignment and the Development Agreement is subject to and subordinate to separate agreements (and to the terms thereof) between Assignor and Assignee regarding the subject matter of this Assignment and the Development Agreement (collectively, "**Separate Agreements**"). To the extent of any inconsistencies between this Assignment or the Development Agreement and such Separate Agreements, the Separate Agreements shall control as between Assignor and Assignee, but not as between the Parties and the City, as to which the Development Agreement and this Assignment shall control.

4. **No Mutual Venture, Partnership, Third-Party Rights, or Agency.** This Assignment does not create any mutual venture, partnership, undertaking or business arrangement between the Parties hereto, and does not create any rights or benefits to third-parties. No agent, employee, or servant of the Assignor, Assignee, or City is or shall be deemed to be an employee, agent, or servant of the other party.

5. **Assignment to Run with the Land.** This Assignment shall be recorded against the Development and the Parcel, shall run with the land, and shall be binding on all successors and assigns of the Assignor and/or Assignee in the ownership and development of any portion of the Development.

6. **Severability.** If any part or provision of this Assignment shall be adjudged unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Assignment except that specific part or provision determined to be unconstitutional, invalid, or unenforceable. If any condition, covenant, or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

[SIGNATURE PAGE FOLLOWS]

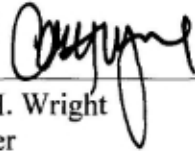
IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date set forth above.

**ASSIGNOR**

CW LAND CO., LLC,  
a Utah limited liability company

By: CW DEVELOPMENT GROUP, LLC,  
a Utah limited liability company

Its: Manager

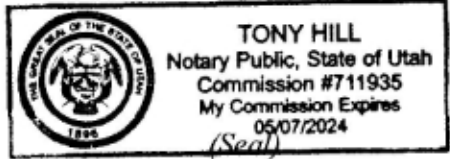


By: Colin H. Wright  
Its: Manager

STATE OF UTAH            )  
                                      §  
COUNTY OF DAVIS        )

On this 10 day of AUGUST, 2020, personally appeared before me Colin H. Wright, Manager of **CW DEVELOPMENT GROUP, LLC**, a Utah limited liability company, Manager of **CW LAND CO., LLC**, a Utah limited liability company, whose identity is personally known to me, or proven on the basis of satisfactory evidence, to be the person who executed the Assignment on behalf of said company and who duly acknowledged to me that he executed the same for the purposes therein stated.

  
\_\_\_\_\_  
(Notary Public)

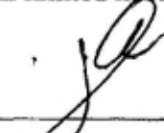




IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date set forth above.

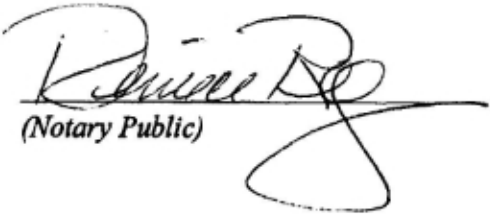
**ASSIGNEE**

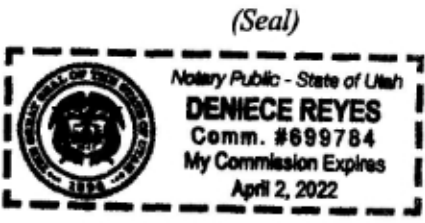
Woodside Homes of Utah, LLC,  
a Utah limited liability company

  
\_\_\_\_\_  
By: *Derek Terry*  
Its: *Authorized Signer*

STATE OF *Utah* )  
                                  ) §  
COUNTY OF *Salt Lake* )

On this *17<sup>th</sup>* day of *August*, 2020, personally appeared before me *Derek Terry*  
*Authorized Signer* of Woodside Homes of Utah, a Utah limited liability company, whose  
identity is personally known to me, or proven on the basis of satisfactory evidence, to be the  
person who executed the Assignment on behalf of said company and who duly acknowledged to  
me that he executed the same for the purposes therein stated.

  
(Notary Public)



IN WITNESS WHEREOF, City has executed this Assignment as of the date set forth above.

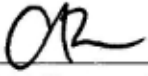
CITY

SYRACUSE CITY

  
\_\_\_\_\_  
Michael Gailey, Mayor



ATTEST:

  
\_\_\_\_\_  
Cassie Z. Brown, MMC, City Recorder

**Exhibit "A-1"**  
(Property)

A parcel of land, situate in the North half of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said parcel also located in Syracuse City, Davis County, Utah. Being more particularly described as follows:

Beginning at a point on the North-South quarter section line and the South line of Syracuse Meadows Subdivision Plat A, said point being South 00°11'16" West 396.00 feet along the quarter section line from the North quarter corner of said Section 21 and running thence along the South and East lines of Syracuse Meadows Subdivision Plat A the following four (4) courses and distances: 1) South 89°40'58" East 247.61 feet; 2) North 00°19'02" East 115.00 feet; 3) South 89°40'58" East 360.00 feet; 4) North 00°19'02" East 280.97 feet to the North line of said Section 21; thence South 89°32'06" East 4.76 feet along said North line; thence South 00°19'02" West 1,319.74 feet; thence South 89°40'16" East 53.05 feet; thence South 00°11'36" West 658.18 feet to the Northerly line of that portion of 2400 West Street previously dedicated as part of The Fields Subdivision Phase 1 (Entry No. 3194802 in Book 7365, Page 1862); thence along the Northerly and Westerly lines of 2400 West Street and 3200 South Street the following five (5) courses and distances: 1) North 89°48'15" West 66.97 feet; 2) South 00°11'45" West 588.26 feet; 3) Southwesterly 23.60 feet along the arc of a 15.00 foot non-tangent curve to the right (center bears North 89°48'35" West and the long chord bears South 45°15'46" West 21.24 feet with a central angle of 90°08'41"); 4) North 89°40'13" West 1105.14 feet; 5) South 00°04'33" West 58.00 feet to the North line of the Fields Subdivision Phase 1; thence North 89°40'13" West 102.02 feet along said North line of the Fields Subdivision Phase 1 to the Easterly limits of Syracuse City as annexed on 3/4/2019 (Entry No. 3148041 in Book 7219, Page 80-86); thence along said Syracuse City limits the following eight (8) courses and distances: 1) North 00°11'13" East 160.02 feet; 2) South 89°48'47" East 10.00 feet; 3) North 00°11'13" East 100.00 feet; 4) North 89°40'13" West 10.10 feet; 5) North 00°19'47" East 39.75 feet; 6) North 00°11'13" East 230.05 feet; 7) North 89°48'47" West 18.24 feet; 8) North 00°13'13" East 130.00 feet; thence North 89°40'20" West 435.61 feet; thence North 00°19'02" East 241.90 feet; thence Northwesterly 23.58 feet along the arc of a 14.95 foot radius non-tangent curve to the left (center bears North 89°29'34" West and the long chord bears North 44°40'58" West 21.21 feet with a central angle of 90°22'48"); thence North 00°19'28" East 60.00 feet; thence Northeasterly 23.55 feet along the arc of a 14.98 foot radius non-tangent curve to the left (center bears North 00°21'33" East and the long chord bears North 45°19'22" East 21.20 feet with a central angle of 90°04'23"); thence North 00°19'02" East 318.54; thence Northerly 36.67 feet along the arc of a 120.00 foot radius non-tangent curve to the left (center bears North 89°40'58" West and the long chord bears North 08°26'12" West 36.53 feet with a central angle of 17°30'28"); thence Northerly 55.00 feet along the arc of a 180.00 foot radius non-tangent curve to the right (center bears North 72°48'34" East and the long chord bears North 08°26'12" West 54.79 feet with a central angle of 17°30'28"); thence North 00°19'02" East 55.00 feet; thence Northwesterly 23.68 feet along the arc of a 15.21 foot radius tangent curve to the left (center bears North 89°40'58" West and the long chord bears North 44°17'34" West 21.36 feet with a central angle of 89°13'13"); thence North 00°19'02" East 60.00 feet; thence Northeasterly 23.56 feet along the arc of a 15.00 foot radius non-tangent curve to the left (center bears North 00°19'02" East and the long chord bears North 45°19'02" East 21.21 feet with a central angle of 90°00'00"); thence North 00°19'02" East 117.00 feet to the South line of Syracuse Meadows Subdivision Plat 4; thence South 89°40'58" East 687.90 feet along said South line of Syracuse Meadows Subdivision Plat 4 to and along the Southerly line of Syracuse Meadows Subdivision Plat 3; thence along the Southerly and Easterly lines of Syracuse Meadows Subdivision Plat 3 the following four (4) courses and distances: 1) North 73°57'58" East 107.76 feet; 2) North 211.39 feet; 3) North 42°16'31" West 65.83 feet; 4) North 00°19'05" East 290.18 feet to the South line of Syracuse Meadows Subdivision Plat A; thence South 89°40'58" East 344.39 feet along the South line of Syracuse Meadows Subdivision Plat A to the point of beginning.

**Exhibit "A-2"**  
**(The Parcel)**

**PARCEL 1:**

Part of the Northwest quarter of Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 89°40'58" West 343.49 feet and South 00°19'02" West 396.00 feet from the North quarter corner of said Section 21; thence South 89°43'54" East 700.00 feet; thence South 00°19'02" West 278.40 feet; thence South 89°40'58" East 39.53 feet; thence South 211.50 feet; thence North 89°40'58" West 214.60 feet; thence North 88°37'08" West 60.02 feet; thence West 213.57 feet; thence South 73°57'58" West 215.52 feet; thence North 211.39 feet; thence North 42°16'31" West 65.83 feet; thence North 00°19'02" East 290.19 feet to the point of beginning.

**PARCEL 2:**

Beginning at a point which is West 1308.04 feet and South 969.15 feet from the North quarter corner, Section 21, Township 4 North, Range 2 West, Salt Lake Base and Meridian; thence South 210.39 feet; thence South 89°40'58" East 213.57 feet; thence North 210.39 feet; thence North 89°40'58" West 213.57 feet to the point of beginning.

**PARCEL 3:**

Beginning at a point South 89°40'58" East 440.00 feet and South 00°11'28" West 952.00 feet from the Northwest corner of Section 21, Township 4 North, Range 2 West, Salt Lake Meridian; thence South 368.00 feet, more or less, to the South line of the West half of the Northwest quarter of the Northwest quarter of said section; thence West 440 feet; thence South 150 feet; thence East 440 feet; thence South 200 feet; thence West 440 feet; thence South 310 feet; thence East 160 rods to the quarter section line; thence South 660 feet to the center of said Section 21; thence East 40 rods; thence North 80 rods; thence West 2 rods; thence North 80 rods; thence North 89°40'58" West 4.76 feet to the East line of Syracuse Meadows, Plat A; thence the following 3 courses along the boundary of said subdivision, South 00°19'02" West 281.0 feet; thence North 89°40'58" West 360.0 feet; thence South 00°19'02" West 115.0 feet; thence South 89°40'58" East 108.36 feet; thence South 00°19'02" West 278.40 feet; thence South 89°40'58" East 39.53 feet; thence South 211.50 feet; thence North 89°40'58" West 214.60 feet; thence North 88°37'08" West 60.02 feet; thence West 213.57 feet; thence South 73°57'58" West 323.28 feet; thence North 89°40'58" West 687.92 feet; thence South 210.39 feet; thence North 89°40'58" West 213.57 feet; thence North 210.39 feet; thence North 89°40'58" West 414.28 feet along the Southerly line of Syracuse Meadows Plats 3 and 4 to the Southwest corner of Lot 40 of said Plat 4; thence North 89°40'58" West 216.04 feet; thence North 66°24'34" West 65.38 feet; thence North 89°48'32" West 218.70 feet to the point of beginning.

**PARCEL 4:**

Beginning at a point South 89°40'58" East 809.93 feet along the section line from the Northwest corner of Section 21, Township 4 North, Range 2 West, Salt Lake Meridian and running thence South 89°40'58" East 197.02 feet; thence South 00°11'28" West 396.0 feet; thence North 89°40'58" West 197.02 feet; thence North 00°11'28" East 396 feet to the point of beginning.

ALSO: Beginning at a point South 89°40'58" East 809.93 feet along the section line and South 00°03'01" West 396.00 feet from the Northwest corner of Section 21, Township 4 North, Range 2 West, Salt Lake Meridian and running thence South 89°40'58" East 127.57 feet; thence South 00°19'02" West 309.99 feet; thence South 04°02'03" West 60.13 feet; thence South 210.39 feet; thence North 89°40'58" West 216.04 feet; thence North 66°24'34" West 65.38 feet; thence North 89°48'32" West 218.70 feet; thence North 00°11'28" East 507.66 feet, more or less, to the South line of Warranty Deed recorded October 11, 2005 as Entry No. 2113134 in Book 3888 at Page 2453; thence South 89°41'00" East 371.02 feet; thence continuing along said property North 00°03'01" East 47.00 feet to the point of beginning.

**PARCEL 5:**

All of Lot 40, SYRACUSE MEADOWS SUBDIVISION PLAT 4, Syracuse City, Davis County, Utah, according to

the official plat thereof recorded May 9, 1997 as Entry No. 1322025 in Book 2128 at Page 834.

PARCEL 6:

All of Lot 41, SYRACUSE MEADOWS SUBDIVISION PLAT 4, Syracuse City, Davis County, Utah, according to the official plat thereof recorded May 9, 1997 as Entry No. 1322025 in Book 2128 at Page 834.