

WHEN RECORDED, RETURN TO:

CW Land Co., LLC
ATTN: Legal Department
1222 W. Legacy Crossing Blvd., STE 6
Centerville, UT 84014
CT-134554-CAR

Parcel Nos.: 12-103-0109, 12-103-0110, 12-103-0111, 12-103-0079, 12-280-0040,
12-280-0041, 12-103-0124, 12-103-0123, 12-103-0112 & 12-103-0113

**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 22 day of March, 2021, by and between CW LAND CO., LLC, a Utah limited liability company ("**Assignor**") and CENTURY LAND HOLDINGS 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**"), and recorded on January 23, 2020 at Entry No. 3220502, with respect to that certain real property then owned by Assignor located in Syracuse City, Davis County, Utah, as the same is more specifically identified in the Development Agreement (the "**Parcel**")

B. On or around August 10, 2020, Assignor and Woodside Homes of Utah, LLC, a Utah limited liability company ("**Woodside**") executed that certain PARTIAL ASSIGNMENT OF RIGHTS, BENEFITS, AND OBLIGATIONS, UNDER THE DEVELOPMENT AGREEMENT, which was (i) applicable to a portion of the Parcel purchased by Woodside from Assignor (the "**Woodside Property**") and (ii) recorded on August 11, 2020 as Entry No. 3280590 in Book 7572 starting at Page 2007 (the "**Woodside Assignment**").

C. Pursuant to that certain Contract for Purchase and Sale and Escrow Instructions between Assignor (as Seller) and Assignee (as Buyer) having an effective date of October 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.

D. Following the assignment contemplated herein, Assignor shall retain all portions of the Parcel other than the Woodside Property and the Property (the “**Retained Property**”).

E. 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 rights, duties and obligations arising under the Development Agreement related to the Retained Property.

F. 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 either Assignor or Woodside, each solely with respect to the Retained Property or the Woodside Property. The Development Agreement sets forth certain specific Developer obligations, and the Parties agree that such obligations shall be addressed as follows:

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

i. **Section 5.1(A) – Maximum Dwelling Units.** Pursuant to Section 5.1(A) of the Development Agreement, Assignee shall not exceed 85 units on the Property.

ii. **Section 5.1(B) – Dedication of Water Shares.** The Parties shall comply with the terms of the Purchase Agreement which governs water shares and, therefore, compliance with Section 5.1(B) of the Development Agreement with respect to the Property.

iii. **Section 5.1(C) – Areas Open to General Public.** Assignee shall be solely responsible for compliance with Section 5.1(C) of the Development Agreement with respect to the Property.

iv. **Section 5.1(D) – Fencing, Amenities, Signs, Trees.** Assignee shall be solely responsible for compliance with Section 5.1(D) of the Development Agreement with respect to the Property.

v. Section 5.1(E)(1) – 2400 West Street Improvements. Assignee shall have no responsibility with respect to Section 5.1(E)(1) of the Development agreement as Assignor and Woodside shall be responsible for compliance therewith.

vi. Section 5.1(E)(2) – 2700 South Road Improvements. Assignee shall bear all obligations set forth in Section 5.1(E)(2) of the Development Agreement related to the Property. Assignee shall be responsible for compliance with Section 5.1(E)(2) for the intersection of 2700 South and Shoreline Drive and Woodside, pursuant to the Woodside Assignment, 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)(3) – 3000 West Street Improvements. Assignee shall be solely responsible for all rights, duties and obligations as set forth in Section 5.1(E)(3) of the Development Agreement.

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

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

x. 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 Assignee and Woodside 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 removal and proper disposal of the existing 36-inch reinforced concrete storm drain pipe within the Property. Woodside, pursuant to the Woodside Assignment, shall be responsible for the same within the real property purchase by Woodside. 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. Assignee shall not be responsible for the location and/or relocation of the 8-inch sewer main located on the south side of the Woodside Property into a roadway as Woodside shall be responsible for compliance therewith. 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. 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.

xi. Section 5.1(H) – High Water Table. Assignee shall be solely responsible for compliance with Section 5.1(H) of the Development Agreement for homes located within the Property.

xii. Section 5.1(J) – Trail System. Assignee shall be solely responsible for the trail system located within the Property.

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

xiv. Section 5.1(L) – Sewer, Culinary Water and Secondary Water Laterals. Assignee shall be solely 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 for those laterals located within the Property.

xv. Section 5.1(N) – Maintenance of Items Outside of the Public Right-of-Way. Assignee, or the applicable association (as that term is defined in Utah Code Ann. §57-8a-102), shall be solely 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 or the applicable association (as that term is defined in Utah Code Ann. §57-8a-102), shall also be responsible for maintenance of items outside of the public right-of-way located within the Property.

xvi. Section 5.1(O) – Covenants, Conditions, & Restrictions. Assignee, Assignor, and Woodside shall each be responsible for compliance with Section 5.1(O) of the Development Agreement with respect to each party's real property. 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.

xvii. Section 5.1(P) – Compliance with Current City Ordinances. Assignee shall be solely responsible for compliance with current city ordinances as set forth in Section 5.1(P) of the Development Agreement pertaining to the Property.

xviii. Section 5.1(S) – Bonding. Assignee shall be solely responsible for compliance with bonding requirements as set forth in Section 5.1(S) of the Development Agreement pertaining to the Property.

xix. Section 5.1(T) – Parking. Assignee shall be solely responsible for compliance with parking requirements as set forth in Section 5.1(T) of the Development Agreement pertaining to the Property.

b. Mutual Obligations. Upon execution of this Assignment, the following rights, duties, and obligations in the Development Agreement shall be applicable to Assignee and Assignor or Assignee and Woodside

i. Section 5.1(E)(4) – Syracuse City Public Works Facility. Assignee and Woodside shall be mutually responsible for compliance with Section 5.1(E)(4) of the Development Agreement, which mutual responsibility may be governed by a Separate Agreement (defined below). As applicable and required by City, Woodside shall be responsible for compliance with Section 5.1(E)(4) for subdivision plats within Woodside Property and Assignee shall be responsible for compliance with Section 5.1(E)(4) for subdivision plats located within the Property.

ii. Section 5.1(I) – Wetlands. Assignor shall be obligated to procure, to the extent it has not already, a delineation applicable to the Property. Following Closing, Assignee shall be responsible for continuing compliance with the letter of verification with respect to the Property.

iii. Section 5.1(M) – Storm Drain System. Assignee and Woodside 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 Woodside shall be responsible for storm drains located within the Woodside Property pursuant to the Woodside Assignment. 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, if any.

iv. 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 Woodside, Assignor (solely with respect to the Phase 5B plat), 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)).

v. 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 the Property (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 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:

Century Land Holdings of Utah, LLC
2989 Maple Loop Drive, Suite 110
Lehi, Utah 84043
Attn: David Vitek and Scott Hair
Emails: David.Vitek@centurycommunities.com
ScottH@centurycommunities.com

With Copy To:

Century Communities, Inc.
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO, 80111
Attn: Chase Turner
Email: ChaseT@centurycommunities.com

3. **Separate Agreements.** As between Assignor and Assignee, Assignee and Woodside, or Assignor, Assignee, and Woodside, this Assignment and the Development Agreement is subject to and subordinate to separate agreements (and to the terms thereof) between Assignor and Assignee and/or Assignor, Assignee and Woodside 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 or Assignor, Assignee and Woodside, 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 17 day of MARCH, 2021, 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)

 TONY HILL
Notary Public, State of Utah
Commission #711935
My Commission Expires
05/07/2024
(Seal)

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

ASSIGNEE

Century Land Holdings of Utah, LLC
a Utah limited liability company

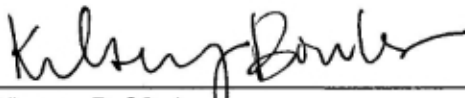


By: David Vitek

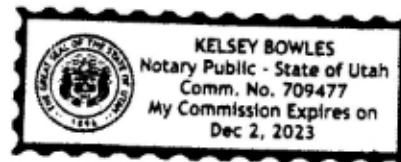
Its: Vice President

STATE OF Utah)
)
COUNTY OF Utah)

On this 22nd day of March, 2021, personally appeared before me David Vitek, the Vice President, of Century Land Holdings of Utah, 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)

(Seal)

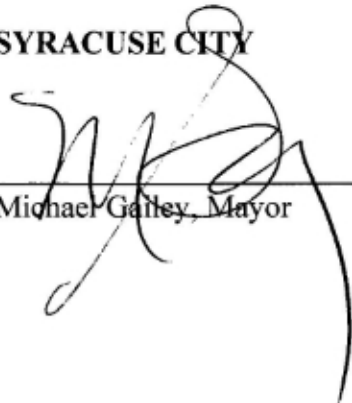


IN WITNESS WHEREOF, City has executed this Assignment as of the date set forth above.



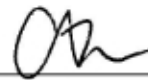
CITY

SYRACUSE CITY



Michael Gailey, Mayor

ATTEST:



Cassie Z. Brown, MMC, City Recorder

Exhibit "A-1"
(Property)

TRW
February 10, 2021
Job# 8508

Century Homes Purchase Area

A parcel of land, situate in the Northwest Quarter 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 Line of Section 21 which point is North 89°40'58" West 1645.83 feet along the section line from the North Quarter Corner of said Section 21 (NAD83 Bearing Being: South 89°20'40" East between the Northwest Quarter Corner and the North Quarter Corner of said Section 21 as noted on the Davis County Township Reference Plat) and running thence:

thence along the northerly and westerly lines of Syracuse Meadows Subdivision Plat 4 the following four (4) three course and distances:

- 1) South 00°11'28" West 396.00 feet;
- 2) North 89°40'58" West 69.25 feet;
- 3) South 00°19'02" West 309.99 feet to a point on the North line of 2850 South Street;
- 4) South 04°02'03" West 60.13 feet to a point on the South line of said 2850 South street;

thence South 89°40'58" East 207.14 feet along the South line of said 2850 South Street to the Northwest corner of Lot 42, Syracuse Meadows Subdivision Plat 4;

thence South 210.39 feet along the West line of said Lot 42;

thence South 89°40'58" East 420.72 feet along the South line of Syracuse Meadows Subdivision;

thence South 00°19'02" West 117.00 feet;

thence southwesterly 23.56 feet along the arc of a 15.00-foot radius tangent curve to the right (center bears North 89°40'58" West and the long chord bears South 45°19'02" West 21.21 feet with a central angle of 90°00'00")

thence South 00°19'09" West 60.00 feet;

thence southeasterly 23.56 feet along the arc of a 15.00 feet-foot radius tangent curve to the right (center bears South 00°19'02" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'01");

thence South 00°19'02" West 55.00 feet;

thence southerly 55.00 feet along the arc of a 180.00-foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28");

thence southerly 36.67 feet along the arc of a 120.00-foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 650.65 feet to a point on the North line of the land described in that certain Quitclaim Deed recorded June 15, 2017 as Entry No. 3026750 in Book 6787 at page 1045;

thence North 89°40'19" West 1574.42 feet along said North line to the West line of said Section 21;

thence North 00°11'28" East 309.66 feet along said West line;

thence South 89°48'32" East 440.00 feet;

thence North 00°11'28" East 1224.99 feet;

thence South 89°41'00" East 371.14 feet;

thence North 00°11'11" East 443.37 feet to North line of said Section 21;

thence South 89°40'58" East 197.02 feet along the section line to the Point of Beginning.

Contains: 1,662,230 square feet or 38.160 acres.

Less and excepting that portion sold to Davis School District as described below:

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 which is North 89°40'58" West 1696.14 feet along the section line and South 00°19'02" West 1168.38 feet from the North Quarter Corner of said Section 21, and running thence:

thence South 89°40'58" East 592.06 feet to a point on a Special Warranty Deed from CW Shoreline, LLC, a Utah limited liability company to Woodside Homes of Utah, LLC, a Utah limited liability company recorded on August 8, 2020 as Entry no. 3280589 in book 7572 at Pages 2003-2006;

thence southeasterly 23.56 feet along the arc of a 15.00 foot radius curve to the right (center bears South 00°19'20" West and the long chord bears South 44°40'58" East 21.21 feet with a central angle of 90°00'00"), along a westerly line in the aforementioned Special Warranty Deed which states a length of 23.68 feet along the arc of a 15.21 foot radius curve and a long chord of South 44°17'34" East 21.36 feet with a central angle of 89°13'13";

thence South 00°19'02" West 55.00 feet along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 55.00 feet along the arc of a 180.00 foot radius curve to the left (center bears South 89°40'58" East and the long chord bears South 08°26'12" East 54.79 feet with a central angle of 17°30'28") along a westerly line in the aforementioned Special Warranty Deed;

thence southerly 36.67 feet along the arc of a 120.00 foot radius curve to the right (center bears South 72°48'34" West and the long chord bears South 08°26'12" East 36.53 feet with a central angle of 17°30'28")

thence South 00°19'02" West 248.20 feet along a westerly line in the aforementioned Special Warranty Deed;

thence North 89°40'58" West 100.00 feet;

thence South 00°19'02" West 224.00 feet;

thence South 89°40'58" East 100.00 feet to a westerly line in the aforementioned Special Warranty Deed;

thence South 00°19'02" West 46.50 feet along a westerly line in the aforementioned Special Warranty Deed;

thence North 89°40'58" West 100.00 feet;

thence South 00°19'02" West 112.00 feet;

thence North 89°40'19" West 464.58 feet;

thence North 00°11'28" East 224.24 feet;

thence North 89°48'32" West 100.00 feet;

thence North 00°11'28" East 354.35 feet;

thence northerly 42.24 feet along the arc of a 230.00 foot radius curve to the left (center bears North 89°48'32" West and the long chord bears North 05°04'11" West 42.18 feet with a central angle of 10°31'19");

thence North 10°19'51" West 126.73 feet;

thence northerly 31.22 feet along the arc of a 170.00 foot radius curve to the right (center bears North 79°40'09" East and the long chord bears North 05°04'11" West 31.18 feet with a central angle of 10°31'19");

thence North 00°11'28" East 7.40 feet;

thence northeasterly 27.32 feet along the arc of a 15.00 foot radius curve to the right (center bears South 89°48'32" East and the long chord bears North 52°22'06" East 23.70 feet with a central angle of 104°21'16");

thence easterly 57.12 feet along the arc of a 230.00 foot radius curve to the left (center bears North 14°32'44" East and the long chord bears South 82°34'07" East 56.97 feet with a central angle of 14°13'42") to the point of beginning.

Contains: 472,150 square feet or 10.839 acres.

Exhibit "A-2"
(The Parcel)

[See attached.]

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 989.15 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 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 4.78 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

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BK 7726 PG 2887
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BK 7572 PG 2019

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.