

AFTER RECORDING, PLEASE RETURN

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ALAN SPRIGGS, SUMMIT COUNTY RECORDER

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## DECLARATION

[Establishing Golf Course Easements and Reservations]

THIS DECLARATION [Establishing Golf Course Easements and Reservations] ("**Declaration**") is made as of the 19<sup>th</sup> day of October, 2006, by WOLF MOUNTAIN RESORTS, L.C., a Utah limited liability company ("**Declarant**") in favor of Summit County Municipal Building Authority, for itself and as successor to Municipal Building Authority of Summit County, Utah, a Utah nonprofit corporation ("**SCMBA**") and each other Golf Course Owner (as defined below), and their respective successors and assigns.

## RECITALS

A. Declarant owns certain real property located in Summit County, Utah, which real property is more particularly described on Exhibit "A", attached to and incorporated in this Declaration by this reference (the "**Wolf Real Property**").

B. The Wolf Real Property is located within The Canyons Specially Planned Area Zone District (the "**SPA**") established pursuant to Summit County Ordinance No. 333-A and any Declarations thereto, and is subject to the applicable requirements thereof. The Wolf Real Property is also subject to the Amended and Restated Development Agreement for The Canyons Specially Planned Area, dated as of November 15, 1999 and recorded on November 24, 1999 in the real estate records of Summit County, Utah as Entry No. 553911 in Book 1297 at Page 405 (the "**SPA Development Agreement**").

C. Portions of the Golf Course Parcels (as defined below) are currently owned by Declarant, and Declarant has agreed to quit claim the Golf Course Parcels to SCMBA to hold for development, construction, operation, use and maintenance as a golf course by the Golf Course Owner (as defined below) and recreational open space.

NOW, THEREFORE, Declarant hereby establishes the following reservations and easements:

1. **Definitions.** As used in this Declaration, the following terms shall have the meanings given them below:

"**Benefited Parties**" means, with respect to a Parcel, Owners, Occupants of the Parcel, and their respective tenants, and all of the employees, agents, customers, guests, and invitees of the Owners and Occupants and their tenants.

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**“Development Parcel or Development Parcels”** shall mean all Parcels on the Wolf Real Property on which building improvements are permitted to be constructed by the SPA Development Agreement.

**“Errant Golf Equipment”** means golf balls, golf carts, golf clubs, or parts thereof that enter Wolf Real Property.

**“Golf Course”** means the golf course to be developed on the Golf Course Parcels.

**“Golf Course Benefited Persons”** means the Golf Course Owner, the Golf Course Occupants and their respective managers, tenants, customers, guests, employees, agents and invitees including, without limitation, golfers.

**“Golf Course Owner”** means the Owner or Owners, at any time and from time to time, of the Golf Course Parcels.

**“Golf Course Parcels”** means the tracts of real property to be used for the Golf Course and recreational open space, which are located in Summit County, Utah, and which real property is more particularly described on Exhibit “B”, attached to and incorporated in this Declaration by this reference.

**“Golf Cart Path”** means the area described on Exhibit “C”, attached to and incorporated in this Declaration by this reference.

**“Governmental Authorities”** means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a specified matter.

**“Government Requirements”** means all laws, ordinances, statutes, regulations or other similar laws promulgated by Governmental Authorities with respect to a specified matter.

**“Mortgage”** means a recorded mortgage, deed of trust or other security agreement creating a lien on any Parcels or portion of a Parcel.

**“Mortgagee”** means the mortgagee, beneficiary or other secured party under a Mortgage.

**“Occupant”** means any Person that, pursuant to a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement that is entitled to or does occupy, possess or use any Parcel or any portion of a Parcel.

**“Owner”** means the Person that, at a specified time, is the owner of record as shown in the office of the County Recorder of Summit County, Utah of a fee or an undivided fee interest in a Parcel or portion of a Parcel. In the event that, at any time, there is more than one Owner of a Parcel, the liability of each such Owner for performance or compliance with the applicable provisions of this Declaration shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like

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instrument, the term "**Owner**" shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

"**Parcel**" shall mean each separate tract of real property or other unit of property within the Wolf Real Property or the Golf Course Parcels.

"**Person**" means a natural Person, legal entity or trust.

"**SPA**" is defined in Recital B of this Declaration.

"**SPA Development Agreement**" is defined in Recital B of this Declaration.

"**Wolf Real Property**" is defined in Recital A of this Declaration.

2. Golf Easements Affecting Development Parcels.

(a) Golf Cart Path Easements. Declarant hereby grants to the Golf Course Owner, for the benefit of the Golf Course Parcels, and all Golf Course Benefitted Persons a perpetual, nonexclusive easement of access and use over, through, under and across the Golf Cart Path, for:

(i) The passage of golf carts;

(ii) Pedestrian use by Owners and Occupants of the Wolf Real Property and their respective Benefitted Persons, the Owner of the Golf Course Parcels and Golf Course Benefitted Persons, and nordic ski use by skiers and Owners and their Benefitted Persons (as well as their respective guests, invitees, managers, agents and employees) subject to rules and regulations adopted by the Golf Course Owner from time-to-time; and

(iii) The construction, maintenance and repair of the Golf Cart Path, the Golf Course and the elements thereof;

(iv) Passage of fire and emergency equipment; and

(v) For such other use by the Golf Course Owner as may be necessary in connection with the construction, use, maintenance, and operation of the Golf Course; provided however, that this Section is not intended to grant any right or easement for public use of any Golf Cart Path.

(b) Errant Golf Equipment. Declarant hereby grants to the Golf Course Owner, for the benefit of the Golf Course Parcels and the Golf Course Benefitted Persons, a perpetual, nonexclusive easement over, through, under and across the Wolf Real Property which is adjacent to any portion of the Golf Course Parcels, which easement is granted for the purpose of permitting Errant Golf Equipment unintentionally to enter upon Wolf Real Property, and permitting Golf Course Benefitted Persons at reasonable times and in a reasonable manner to come upon such Parcels to retrieve Errant Golf Equipment; provided that, if any property is

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fenced, walled or marked "no trespassing and no golf playing" by appropriate and clear signage, such Golf Course Benefited Persons shall not be entitled to enter the grounds and area on the Wolf Real Property without the Owner's permission before entry; and provided that, in any case, Golf Course Benefited Persons shall not be entitled to enter or access any building or structure within such Wolf Real Property; and provided further that, except as expressly permitted to do so by the Owner of the Parcel of Wolf Real Property on which the golf ball has landed or otherwise permitted by a document, instrument or declaration of record with the Summit County Recorder, no Golf Course Benefited Person shall have the right to play a golf ball from any portion of the Wolf Real Property.

(c) Course Maintenance. Declarant hereby grants to the Golf Course Owner, for the benefit of the Golf Course Owner and the Golf Course Benefited Persons, a non-exclusive easement over, through, under and across all those portions of the Wolf Real Property immediately adjacent to the Golf Course Parcels for reasonably necessary overspray of effluent from any irrigation system serving the Golf Course Parcels, including without limitation for water, fertilizers, pesticides, herbicides and other similar materials used in connection with the maintenance of grass or other Golf Course Parcels groundcover and/or other vegetation; provided all such overspray shall comply with all Government Requirements. The Golf Course Owner and the Golf Course Benefited Persons may use treated effluent in the irrigation of the Golf Course Parcels. By accepting a deed or other instrument of conveyance to any property within the Wolf Real Property, each Person acquiring property within the Wolf Real Property acknowledges and agrees that under no circumstances shall the Golf Course Owner or any of the Golf Course Benefited Persons be held liable for any loss, damage or injury resulting from such overspray or from the exercise of the easement granted in this Section, and releases the Golf Course Owner and the Golf Course Benefited Persons from such liability. In exercising its rights under the easement granted in this Section, the Golf Course Owner and the Golf Course Benefited Persons shall act in accordance with Governmental Requirements, and in a manner consistent with reasonable and customary golf course maintenance.

(d) Acknowledgments and Releases Regarding Golf Course Operations. By accepting a deed or other instrument of conveyance to any property within the Wolf Real Property:

(i) Each Person acquiring a Parcel of the Wolf Real Property acknowledges that golf and golf-related activities will take place within the Golf Course Parcels and those portions of the Wolf Real Property near, adjacent or contiguous to the Golf Course Parcels, and each Owner of a Parcel of the Wolf Real Property adjacent to the Golf Course acknowledges that the location of such Parcel may result in nuisances or hazards to Persons and property on such adjacent Parcel as a result of normal Golf Course operations or other golf-related activities, and that such Owner assumes all risks associated therewith. Such risks include, but are not limited to, the risk of property damage or personal injury arising from Errant Golf Equipment. In addition, each Person acquiring a Parcel of the Wolf Real Property acknowledges that the operation and maintenance of the Golf Course may require maintenance personnel and other workers to perform work relating to the operation and maintenance of the Golf Course at any time of the day or night.

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(ii) Each Person acquiring a Parcel of the Wolf Real Property acknowledges and agrees that the following Persons shall not under any circumstances be held liable for any loss, damage, or injury resulting from Errant Golf Equipment or, except to the extent caused by the intentional misconduct or gross negligence of any such Person, the exercise of the easements granted in Sections 2(a)-(c): the Golf Course Owner and its managers and members, the Golf Course Benefited Persons; Summit County; the Canyons Resort Village Association, Inc.; the operators or managers of the Golf Course Parcels; the architect or builder of the Golf Course; any Owner (in its capacity as an Owner); any sponsor or promoter of any tournament or other organized activity on the Golf Course; or any officer, director, trustee, member, partner, manager, employee or contractor of any of the foregoing, or any officer or director of any such member, manager or partner (in their capacities as such); and releases each such Person from such liability. Nothing contained in this Section shall be construed so as to relieve any individual golfer from liability for any damage or injury caused by such golfer.

3. Reservations. Declarant hereby reserves the following easements and rights across or with respect to the Golf Course Parcels which it owns as of the date of recordation of this Declaration with the Summit County, Utah Recorder.

(a) Drainage Easements. Declarant reserves for the benefit of each Development Parcel adjoining the Golf Course Parcels, easements for natural drainage of storm water runoff from each of the Development Parcels over, across and through the Golf Course Parcels; provided, however, no Owner of a Parcel of the Wolf Real Property may alter the natural drainage on its Parcel to increase materially the drainage onto the Golf Course Parcels or to otherwise alter natural drainage patterns, except in accordance with any drainage plan approved by the Golf Course Owner and Summit County (or its written designee) and as otherwise required by the SPA Development Agreement. Furthermore, in connection with such alterations, Declarant and the Owner of the Development Parcel shall take or cause to be taken such actions as may be necessary or appropriate to mitigate any adverse effects thereof. In addition, as a condition to the use by the Owner of a Development Parcel, the Golf Course Owner and the Design Review Committee (as defined in the SPA Development Agreement) may require the construction of detention and other drainage facilities on the benefited Parcel by the Owner of such Parcel. Such facilities shall be constructed in accordance with plans and specification approved by the Golf Course Owner and the Design Review Committee and shall be consistent with the SPA Development Agreement.

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

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such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Declaration.

4. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of any Parcel, or the easement areas thereon, to the general public or for the general public or for any public purpose whatsoever, it being the intention of Declarant that this Declaration shall be strictly limited to and for the purposes in this Declaration expressed.

5. Title and Mortgage Protection.

(a) Declaration Superior to Mortgages. Each covenant, right and obligation created by this Declaration with respect to the Parcels is and shall be superior in right and title to the claims of any Occupant or Mortgagee of such Parcels.

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

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

6. Enforcement. The Owner of a Parcel of the Wolf Real Property (as to that Parcel) and the Golf Course Owner (on behalf of the Golf Course Parcels) shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Declaration. It is specifically recognized that monetary damages may not be determinable or sufficient to rectify a harm or damage that is caused by violation of this Declaration; accordingly, the foregoing Persons shall be entitled to an order of specific performance, injunction or other equitable remedy to enforce this Declaration. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Declaration shall not result in or be construed to be an abandonment or termination of this Declaration or any waiver of the right to insist upon such performance or compliance with the terms of this Declaration in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Declaration, the party prevailing in such action shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court and made a part of any judgment rendered.

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7. Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

8. Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between Declarant and any other Person.

9. No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any Person other than the Declarant, the Golf Course Owner, and the Golf Course Benefited Persons, and as to the Persons described in Section 2(d)(ii) above with respect to the provisions of that Section only.

10. Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained in this Declaration.

11. Amendment or Termination; Duration of Declaration. The term of this Declaration is perpetual. This Declaration may not be rerecorded, amended, terminated or otherwise modified except by, but only by, an instrument filed for record in the office of the County Recorder of Summit County, Utah that is executed by the Owner of the Burdened Property, the Golf Course Owner and Summit County.

12. Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

13. Recordation. This Declaration shall be recorded in the office of the Summit County recorder.

14. Governing Law. This Declaration shall be governed by and constructed and enforced in accordance with the internal laws of the State of Utah.

15. Exhibits and Schedules. All Exhibits and are considered an integral part of this Declaration and are hereby incorporated in this Declaration.

*[Signatures on following pages]*

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SIGNATURE PAGE FOR WOLF MOUNTAIN RESORTS, L.C.

IN WITNESS WHEREOF, the undersigned have executed this Declaration on the date first set forth above.

WOLF MOUNTAIN RESORTS L.C.,  
a Utah limited liability company

By: *Kenneth Griswold*  
Name: Kenneth GRISWOLD  
Title: Managing Member

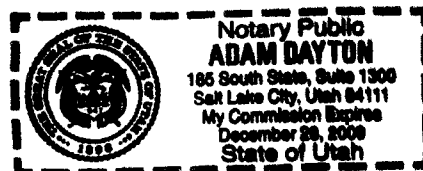
STATE OF Utah )  
 ) ss.  
COUNTY OF Summit )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2006,  
by Kenneth Griswold, as Managing Member of Wolf Mountain  
Resorts L.C., a Utah limited liability company.

*AD*  
Notary Public

Residing at: Salt Lake City

My Commission Expires:  
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SIGNATURE PAGE FOR SUMMIT COUNTY MUNICIPAL BUILDING AUTHORITY

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 15<sup>th</sup> day of October, 2006.

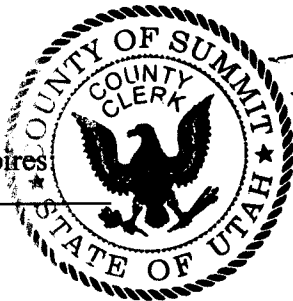
NOVEMBER 20

Summit County Municipal Building Authority,  
for itself and as successor to Municipal Building  
Authority of Summit County, Utah, a Utah non-  
profit corporation

By: Robert Richer  
Name: ROBERT RICHER  
Title: CHAIRPERSON

STATE OF \_\_\_\_\_ )  
: ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 2006,  
by \_\_\_\_\_, as \_\_\_\_\_ of Summit County  
Municipal Building Authority.



My Commission Expires \_\_\_\_\_

Notary Public  
Residing at: \_\_\_\_\_

ATTEST

Kent H. Jones  
Summit County Clerk

EXHIBIT A  
To  
DECLARATION  
[Establishing Golf Course Easements and Reservations]

Legal Description of Wolf Real Property

**PARCEL C:**

COMMENCING at a point which is North 1360.64 feet and West 782.23 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence Easterly along the North right of way line of a street formerly known as Park West Drive and along the arc of a 1200 foot radius curve to the left, 136.805 feet through a central angle of 6°31'55" (chord bears North 71°15'57" East 136.731 feet;) thence continuing along said North right of way and along the arc of a 469.700 foot radius curve to the right 278.726 feet through a central angle of 34°00'00", (chord bears North 85°00'00" East 274.654 feet;) thence South 78°00'00" East along said North right of way 143.265 feet; thence along the aforesaid right of way and along the arc of a 320.00 foot radius curve to the left, through a central angle of 44°39'06", (chord bears North 79°40'27" East 243.119;) to a point on the East section line of Section 36; thence South 00°00'26" East 189.29 feet, more or less, along said section line to a point which is North 1253 from the Southwest corner of Section 36; thence West 1336.11 feet, more or less, to the West line of the Southeast Quarter of the Southwest Quarter of Section 36; thence Northerly, along said West line, 250 feet; thence North 72°45'44" East 407.95 feet, more or less, to the Westernmost angle in the boundary of the Park West Condominiums; thence South 18°28'40" East along said boundary 89.02 feet; thence South 37°14'50" East, along said boundary to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion thereof within the bounds of RED PINE TOWNHOUSES, according to the Record of Survey Map recorded in the Office of the Summit County Recorder.

***TAX ID NO. PP-74-H***

**PARCEL D:**

COMMENCING at the most Westerly point on the boundary of Park West Condominiums which point is North 1624 feet and West 946.80 feet from the Southeast corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 50°00' East 278.50 feet; thence East 102.03 feet; thence North 50°00' East 247.14 feet; thence North 40°00' West 191.53 feet; thence North 89°27' West 772.42 feet, more or less, to a point of the 1/16 section line; thence North 0°06'35" West 208.04 feet, more or less, along said 1/16 line to the Northeast corner of the South one-half of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36; thence North 89°22'19" West along the North

boundary of the aforesaid half quarter quarter quarter, 669.19 feet, more or less, to the Northwest Corner of said half quarter quarter quarter, thence South 0°10'30" East along the West boundary of said half quarter quarter quarter, 333.04 feet, more or less, to the Southwest corner thereof; thence North 89°27'39" West along the North boundary of the North one-half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 36, 668.84 feet, more or less, to the Northwest Corner of said half quarter quarter quarter; thence South 0°13'31" East along the West boundary of said half quarter quarter quarter, 338.16 feet, more or less, to the Southwest corner thereof; thence South 89°53'59" East along the South boundary of said half quarter quarter quarter, 668.45 feet, more or less, to the Southeast Corner thereof; thence South 0°10'30" East 162.20 feet, more or less, to a point which is North 1503.11 feet from the South Section line of Section 36; thence East 668.29 feet to a point on the East boundary line of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36; thence South 72°45'44" East, more or less, to the point of commencement.

AND ALSO: BEGINNING at the Southeast Corner of the property described as PARCEL N in the Warranty Deed recorded February 19, 1995 as Entry No. 424516 in Book 866 at page 818 of Official Records, which is also described as the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence along the East line of the property so described North 0°10'03" West 184.11 feet, more or less, to the South line of the property described as PARCEL D in the Special Warranty Deed recorded November 27, 1996 as Entry No. 486164 in Book 1010 at page 606 of Official Records; and running thence along the South line of the property so described, East 668.29 feet, more or less, to a point which is described in said deed as being on the East line of the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 36; thence South 184.11 feet, more or less, to the Northeast Corner of the property described as PARCEL B-2 in the Special Warranty Deed recorded November 27, 1996 as Entry No. 468164 in Book 1010 at page 606 of Official Records, which point is also described as the North line of a right of way formerly known as Park West Drive; thence along the North line of said right of way and said deed line 668.04 feet, more or less, to the point of beginning.

**TAX ID NO. PP-74-G-1, PP-74-G**

**PARCEL K-3:**

The West half of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-73-A**

**PARCEL N:**

COMMENCING at the Southeast Corner of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 89°38'21" West 268.14 feet, more or less, to a point which is South 89°38'21" East 400 feet along the 1/16 Section line from the West line of said Southeast Quarter (said point also being the Southeast Corner of Parcel 4 described in that

certain Warranty Deed recorded as Entry No. 404909 in Book 807 at page 371;) thence North 0°13'31" West 200 feet along said deed line; thence North 89°38'21" West 200 feet, more or less, along said deed line, to a point which is East 200 feet from the aforesaid West line of the Southeast Quarter; thence North 0°13'31" West 50 feet, along said deed line; North 89°38'21" West 100 feet, more or less, along said deed line, to a point which is South 89°38'21" East 100 feet from the aforesaid West line of the Southeast Quarter; thence North 0°13'31" West 80 feet, more or less, along said deed line, to a point on the North line of the South half of the aforesaid quarter quarter quarter; thence South 89°56'45" East along said North line 568.45 feet, more or less to the Northeast Corner of said South Half; thence South 0°10'03" East 333.04 feet, more or less, to the point of commencement.

**TAX ID NO.: PP-74-D**

**PARCEL V-1:**

**PARCEL 1:**

The North 590 feet of the Southeast Quarter of the Southwest Quarter and the North 590 feet of the West Half of the Southwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-73-C, PP-75-C**

**PARCEL 2:**

The South 495 feet of the West Half of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-H-1**

**PARCEL 3:**

The South 330 feet of the East Half of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-H-1-A**

**PARCEL 4:**

The South 330 feet of the West 100 feet and the South 250 feet of the East 100 feet of the West 200 feet and the South 200 feet of the East 200 feet of the West 400 feet of the South Half of the Southwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian

**LESS AND EXCEPTING THEREFROM:**

The portion that lies within the bounds of Sundial Lodge at The Canyons, a Utah condominium project, according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Sundial Lodge Final Site Plat; according to the Official Plat thereof, on file and of record in the Office of the Summit County Recorder.

The portion that lies within the bounds of Grand Summit Resort Hotel at The Canyons, a Utah condominium project, according to the Record of Survey Map thereof, on file and of record in the Office of the Summit County Recorder.

**TAX ID NO.: PP-75-A-5**

**PARCEL CIEL:**

**PARCEL 1:**

The North 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-H-6**

**PARCEL 2:**

The South 10 rods of the North 20 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-H-5**

**PARCEL 3:**

The South 10 rods of the North 30 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-J**

**PARCEL 4:**

The South 10 rods of the Northeast Quarter of the Northeast Quarter of the Southwest Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-J**

**PARCEL 5:**

The South Half of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

**TAX ID NO.: PP-75-A-2**

EXHIBIT B  
To  
DECLARATION  
[Establishing Golf Course Easements and Reservations]

Legal Description of Golf Course Parcels

**Proposed Lot LV2A of the proposed LOWER VILLAGE DEVELOPMENT AREA  
MASTER PLAT, proposed Lot LV2A being more particularly described as follows;**

Commencing at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2694.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the southerly section line of said Section 31, South 89°44'59" East, a distance of 980.76 feet; thence North 00°15'01" East, a distance of 1575.19 feet to the true POINT OF BEGINNING; thence North 00°00'00" East a distance of 270.19 feet to a point on a non-tangent 196.93 foot radius curve to the right, center bears South 23°01'04" West; thence along the arc of said curve through a central angle of 18°51'56", a distance of 64.84 feet; thence South 48°07'00" East a distance of 151.50 feet to a point on a 340.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 43°22'08", a distance of 257.36 feet to a point on a non-tangent 1230.92 foot radius curve to the left, center bears North 75°45'48" East; thence along the arc of said curve through a central angle of 18°36'07", a distance of 399.64 feet; thence South 89°59'29" East a distance of 7.34 feet to a point on a non-tangent 1230.92 foot radius curve to the left, center bears North 56°53'26" East; thence along the arc of said curve through a central angle of 27°15'15", a distance of 585.52 feet; thence South 60°37'46" East a distance of 375.37 feet; thence North 89°49'29" West a distance of 344.34 feet; thence North 64°11'52" West a distance of 240.12 feet; thence North 50°58'08" West a distance of 239.87 feet to a point on a 122.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 34°44'26", a distance of 73.97 feet; thence North 38°55'23" West a distance of 255.26 feet; thence North 44°54'20" West a distance of 295.51 feet; thence North 33°07'08" West a distance of 247.55 feet to said point of beginning.

Tax ID No.: PP-102-C-2, PP-102-B-12, PW-1-19, PW-1-23-A, PW-1-24, PW-1-25, PW-1-26, PW- 1-27, PW-1-28

**Proposed Lot LV2B of the proposed LOWER VILLAGE DEVELOPMENT AREA  
MASTER PLAT, proposed Lot LV2B being more particularly described as follows;**

Commencing at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2694.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the southerly section line of said Section 31, South 89°44'59" East, a distance of 1011.57 feet; thence North 00°15'01" East, a distance of

33.98 feet to the true POINT OF BEGINNING; thence North 89°44'59" West a distance of 199.16 feet to a point on a 370.00 foot radius curve to the right; thence along the arc of said curve through a central angle of 23°58'37", a distance of 154.84 feet to a point on a 12.00 foot radius compound curve to the right; thence along the arc of said curve through a central angle of 86°54'11", a distance of 18.20 feet to a point on a 430.00 foot radius reverse curve to the left; thence along the arc of said curve through a central angle of 16°08'16", a distance of 121.11 feet; thence North 72°21'53" East a distance of 218.64 feet; thence North 45°00'55" East a distance of 101.69 feet; thence North 48°36'23" East a distance of 213.62 feet; thence North 36°32'26" East a distance of 323.42 feet; thence North 88°20'01" East a distance of 299.77 feet; thence North 19°04'30" East a distance of 68.19 feet; thence South 50°58'08" East a distance of 107.86 feet; thence South 64°11'52" East a distance of 153.50 feet; thence North 89°49'29" West a distance of 557.45 feet; thence South 03°33'29" East a distance of 409.92 feet; thence South 60°20'49" West a distance of 477.21 feet to said point of beginning.

Tax ID No.: PP-102-B-10-11-X, PP-102-B-12

**Proposed Lot LV2C of the proposed LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT, proposed Lot LV2C being more particularly described as follows;**

Commencing at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2694.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the southerly section line of said Section 31, South 89°44'59" East, a distance of 1313.34 feet, and North 00°15'01" East a distance 479.80 feet to the true POINT OF BEGINNING; thence North 03°33'29" West a distance of 201.55 feet; thence South 89°49'29" East a distance of 557.45 feet; thence South 64°11'52" East a distance of 39.65 feet; thence South 15°14'09" West a distance of 100.00 feet; thence North 74°45'51" West a distance of 340.16 feet; thence South 52°15'00" West a distance of 286.02 feet to said point of beginning.

Tax ID No. : PP-99

**Proposed Lot LV3 of the proposed LOWER VILLAGE DEVELOPMENT AREA MASTER PLAT, proposed Lot LV3 being more particularly described as follows;**

Commencing at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 89°44'59" East, a distance of 2694.30 feet between the South quarter corner of said Section 31 and the said Southwest corner of Section 31); thence along the westerly line of said Section 31, North 00°00'31" East, a distance of 42.23 feet to the true POINT OF BEGINNING; thence North 00°00'31" East a distance of 1317.56 feet; to a point on a 392.00 foot radius non-tangent curve to the left, center bears North 26°08'10" west; thence along said arc, through a central angle of 15°21'49", a distance of 105.12 feet; thence South 00°47'37" West a distance of 136.62 feet; thence South 20°41'06" East a distance of 189.75 feet; thence South 82°34'05" East a distance of 143.41 feet; thence South 00°11'35" East a distance of 583.19 feet; thence North 89°59'29" West a distance of 25.13 feet;



thence SOUTH a distance of 167.60 feet; thence WEST a distance of 38.88 feet; thence South 51°35'35" West a distance of 101.61 feet; thence South 06°14'25" East a distance of 85.86 feet; thence South 36°02'29" West a distance of 24.16 feet; thence North 61°34'11" West a distance of 30.68 feet; thence South 87°55'07" West a distance of 43.01 feet; thence South 27°33'22" West a distance of 57.59 feet; thence South 30°46'15" West a distance of 100.54 feet; to said point of beginning.

Containing 284,359 square feet, 6.53 acres, more or less.

Tax ID NO.: PP-102-C-2, PP-102-B-3-A, PP-102-B-5-K, PP-102-B-9-Y

**Proposed Lot WWD1 of the proposed WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT, said proposed Lot WWD1 being more particularly described as follows;**

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 2672.61 feet to the center of said section; thence along the quarter section line of said section 36, South 89°16'58" East, a distance of 608.59 feet to the true POINT OF BEGINNING thence South 89°16'58" East a distance of 730.48 feet; thence South 00°06'32" East a distance of 540.04 feet; thence South 89°27'00" East a distance of 457.97 feet; thence South 22°09'22" West a distance of 23.46 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 40°53'07", a distance of 178.40 feet, thence South 63°02'29" West a distance of 298.07 feet; to a point on a 250.00 foot radius curve to the right; thence along said arc, through a central angle of 37°57'30", a distance of 165.62 feet, thence North 79°00'00" West a distance of 154.93 feet; thence North 23°09'22" East a distance of 534.31 feet; thence North 83°26'14" West a distance of 217.29 feet; thence South 89°37'40" West a distance of 136.72 feet; thence South 71°36'34" West a distance of 207.92 feet; thence South 85°02'48" West a distance of 224.36 feet; thence South 74°30'52" West a distance of 306.99 feet; thence South 26°00'00" West a distance of 120.26 feet; thence North 64°00'00" West a distance of 49.82 feet; thence North 26°00'00" East a distance of 22.00 feet; to a point on a 128.00 foot radius non-tangent curve to the right; center bears North 26°00'00" East; thence along said arc, through a central angle of 18°28'37", a distance of 41.28 feet, thence North 33°00'00" East a distance of 61.70 feet; thence North 59°46'54" East a distance of 112.25 feet; thence North 43°51'27" East a distance of 28.98 feet; thence North 60°31'57" East a distance of 191.35 feet; thence North 14°00'00" East a distance of 112.24 feet; thence North 72°08'15" East a distance of 118.97 feet; thence North 14°00'00" East a distance of 162.64 feet; to said point of beginning.

Tax ID No.: PP-75-A-9-X, PP-74-G, PP-75-A-5, PP-74-G-1, PP-75-A-2, PP-74-D, PP-75-A-5, PP-75-H-4, PP-75-H-1-A, PP-75-H-4, PP-75-J

**Proposed Lot WWD2 of the proposed WEST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT, said proposed Lot WWD2 being more particularly described as follows;**

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 1047.25 feet and South 89°46'34" West, a distance of 248.36 feet to the true POINT OF BEGINNING; thence North 47°30'47" West a distance of 742.66 feet; thence South 74°22'43" West a distance of 719.71 feet; thence North 32°42'37" West a distance of 413.74 feet; thence North 45°51'07" East a distance of 515.90 feet; thence North 81°42'13" East a distance of 599.65 feet; thence South 77°35'29" East a distance of 257.82 feet; thence South 10°12'36" West a distance of 33.15 feet; thence South 71°48'03" East a distance of 487.81 feet; thence South 58°49'24" East a distance of 308.76 feet; thence North 46°38'46" East a distance of 44.83 feet; thence South 51°33'19" East a distance of 125.97 feet; thence South 72°25'33" East a distance of 144.35 feet; thence North 88°58'01" East a distance of 309.96 feet; thence North 71°58'23" East a distance of 138.22 feet; thence North 62°43'34" East a distance of 147.77 feet; thence North 29°04'15" East a distance of 66.13 feet; thence South 79°00'00" East a distance of 142.42 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 37°57'30", a distance of 165.62 feet; thence North 63°02'29" East a distance of 298.07 feet to a point on a 250.00 foot radius curve to the left; thence along the arc of said curve through a central angle of 40°53'07", a distance of 178.40 feet; thence North 22°09'22" East a distance of 23.46 feet; thence South 89°27'00" East a distance of 608.99 feet; thence South 50°00'00" West a distance of 470.99 feet; thence North 90°00'00" West a distance of 102.03 feet; thence South 50°00'00" West a distance of 278.50 feet; thence South 41°41'30" West a distance of 225.92 feet; thence South 82°01'24" West a distance of 171.13 feet; thence South 72°00'15" West a distance of 201.17 feet; thence North 82°16'12" West a distance of 347.47 feet; thence South 85°58'04" West a distance of 202.71 feet; thence North 90°00'00" West a distance of 306.42 feet; thence North 86°22'02" West a distance of 609.97 feet; thence South 00°00'00" East a distance of 394.05 feet to said point of beginning.

Containing 1,824,473 square feet, or 41.88 acres, more or less.

TAX ID NO: PP-74-G-1, PP-74-G, PP-74-D, PP-75-A-5, PP-75-C, PP-75-J, PP-75-H-4, PP-75-A, PP-75-H-1, PP-75-H-2, PP-75-A, PP-75-H-1-A

**Proposed Lot EWD1 of the proposed EAST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT, said Lot EWD1 being more particularly described as follows;**

Commencing at the West quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 00°00'31" West, a distance of 2639.25 feet between the West quarter corner of said section 31 and the Southwest corner of said Section 31); thence along the section line of said Section 31, South 00°00'31" West, a distance of 535.44 feet; thence North 89°59'29" West, a distance of 68.38 feet to the true POINT OF BEGINNING; Said point being on a 220.00 foot radius curve to the right; center bears South 81°23'09" West; thence along said arc, through a central angle of 7°11'52", a distance of 27.64 feet; thence South 01°24'59" East a distance of 43.77 feet to a point on a 460.00 foot radius curve to the left; thence along said arc, through a central angle of 40°04'30" a distance of 321.74 feet; thence South 41°29'29" East a distance of 192.67 feet; thence South 48°30'00" West a distance of 185.34 feet to a point on a 320.00 foot radius curve to the right; thence along said arc, through a central angle of 35°08'36" a distance of

196.28 feet; thence North 18°22'45" West a distance of 69.41 feet; thence North 15°45'01" West a distance of 27.04 feet; thence North 14°18'58" West a distance of 17.39 feet; thence North 49°25'14" East a distance of 87.48 feet; thence North 12°30'55" East a distance of 124.72 feet; thence North 43°10'17" East a distance of 45.00 feet; thence North 46°49'43" West a distance of 320.13 feet; thence North 57°00'00" East a distance of 101.48 feet; thence North 40°00'00" West a distance of 24.37 feet; thence South 57°00'00" West a distance of 113.31 feet; thence South 50°00'00" West a distance of 94.00 feet; thence North 40°00'00" West a distance of 100.70 feet; thence North 50°00'09" East a distance of 223.86 feet; thence South 89°27'00" East a distance of 202.56 feet to the point of beginning.  
Tax ID No.: PP-74-C, PP-102-D-3, PP-102-D-3-E

**Proposed Lot EWD2 of the proposed EAST WILLOW DRAW DEVELOPMENT AREA MASTER PLAT, said Lot EWD2 being more particularly described as follows;**

Commencing at the West quarter corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian; (basis of bearing being South 00°00'31" West., a distance of 2639.25 feet between the West quarter corner of said section 31 and the Southwest corner of said Section 31); thence along the section line of said Section 31, South 00°00'31" West, a distance of 369.13 feet to the true POINT OF BEGINNING; thence North 44°01'54" East a distance of 262.43 feet; thence South 89°59'52" East a distance of 716.89 feet; thence South 00°00'05" East a distance of 147.90 feet; thence South 89°59'58" East a distance of 448.58 feet; thence South 00°12'03" East a distance of 350.59 feet; thence South 02°59'24" East a distance of 128.79 feet; to a point on a 1230.92 foot radius non-tangent curve to the left, center bears North 85°49'31" East; thence along said arc, through a central angle of 1°38'03", a distance of 35.11 feet to a point on a 80.50 foot radius non-tangent curve to the right, center bears North 63°52'05" West; thence along said arc, through a central angle of 96°37'14", a distance of 135.75 feet; thence North 57°14'51" West a distance of 226.30 feet; to a point on a 263.48 foot radius curve to the left; thence along said arc, through a central angle of 15°21'53", a distance of 70.66 feet; thence North 11°21'20" West a distance of 64.05 feet; thence North 52°12'39" West a distance of 150.50 feet; thence North 73°09'10" West a distance of 136.26 feet; thence North 23°05'00" East a distance of 50.35 feet; thence NORTH a distance of 153.12 feet; thence WEST a distance of 255.08 feet; thence South 45°00'00" West a distance of 98.99 feet; thence SOUTH a distance of 70.00 feet; thence WEST a distance of 215.50 feet; thence South 65°20'33" West a distance of 227.10 feet; thence North 89°16'52" West a distance of 5.68 feet; thence North 01°24'59" West a distance of 1.80 feet; to a point on a 280.00 foot radius curve to the left; thence along said arc, through a central angle of 5°13'20", a distance of 25.52 feet; thence South 89°27'00" East a distance of 7.77 feet; thence North 00°00'31" East a distance of 166.95 feet to the point of beginning.

Tax ID No.: PP-102-D-3-1, PP-102-D-3-D, PP-102-D-3-C, PP-102-PW, PP-102-D-3-B-X, PP-102-D-3-A-X

**Proposed Golf Course Parcel A, of the proposed FIRST AMENDED MASTER DEVELOPMENT PLAT OF FROSTWOOD A PLANNED COMMUNITY, said proposed Golf Course Parcel A being more particularly described as follows:**

Beginning at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence along the West line of said Section 31, North 00°00'55" East 2103.17 feet and North 89°27'00" West 912.22 feet to the True point of beginning; (basis of bearing being North 00°00'55" East 2639.29 feet between the Southwest Corner of said Section 31 and the West Quarter Corner of said Section 31); thence North 89°27'00" West 425.70 feet; thence North 00°00'06" West 540.19 feet to the Northeast Corner of the Northeast 1/4 of the Southeast 1/4 of Section 36; thence North 00°06'36" West 1354.90 feet to the Northwest Corner of the Southeast 1/4 of the Northeast 1/4 of Section 36; thence South 88°57'12" East 1101.29 feet; thence South 00°23'38" West 242.56 feet; thence South 50°34'27" East 150.73 feet; thence South 79°58'09" East 189.05 feet; thence South 08°05'23" East 166.81 feet; thence South 13°02'14" West 68.01 feet; thence South 46°58'43" West 168.11 feet; thence North 47°53'14" West 208.17 feet; thence North 64°26'32" West 116.49 feet; thence South 44°17'41" West 213.22 feet; thence South 12°26'42" West 106.35 feet; thence South 188.90 feet; thence South 42°37'28" West 160.11 feet; thence South 00°33'10" East 87.11 feet; thence South 46°13'48" East 53.39 feet; thence South 43°46'12" West 269.25 feet; thence North 46°13'48" West 75.98 feet; thence North 10°00'00" East 596.40 feet; thence North 01°15'45" East 126.09 feet; thence North 35°35'56" West 233.16 feet; thence South 54°24'04" West 247.03 feet; thence South 35°35'56" East 110.03 feet; thence South 04°15'00" West 694.59 feet; thence South 08°39'15" East 162.70 feet; thence South 72°24'18" East 132.53 feet to a point on a 280.00 foot radius curve to the left (chord bearing is South 10°28'24" West); thence along the arc of said curve through a central angle of 13°59'11" 68.35 feet; thence South 03°28'48" West 131.10 feet to a point on a 245.00 foot radius curve to the right (chord bearing is South 12°49'05" West); thence along the arc of said curve through a central angle of 18°40'34" 79.86 feet; thence South 22°09'22" West 25.07 feet to the point of beginning.

Tax ID No.: FRSTW-A

**Proposed Golf Course Parcel B, of the proposed FIRST AMENDED MASTER DEVELOPMENT PLAT OF FROSTWOOD A PLANNED COMMUNITY, said proposed Golf Course Parcel B being more particularly described as follows:**

Beginning at the Southwest corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base & Meridian; thence along the West line of said Section 31, North 00°00'55" East 2103.17 feet and thence North 00°00'55" West 166.95 feet and thence North 44°01'54" East 262.44 feet to the True point of beginning; (basis of bearing being North 00°00'55" East 2639.29 feet between the Southwest Corner of said Section 31 and the West Quarter Corner of said Section 31); thence North 44°02'18" East 76.97 feet; thence North 10°49'42" East 814.59 feet; thence North 76°57'46" West 134.72' to a point on the easterly Right-of-Way line of Cooper Lane; thence North 13°02'14" East 350.21 feet to a point on a 170.00 foot radius curve to the right (chord bearing is North 27°30'29" East; thence along the arc of said curve through a central angle of 28°56'30" 85.87 feet; thence North 41°58'44" East 18.34 feet; thence South 68°49'08" East 210.07 feet; thence South 1240.08 feet; thence West 401.68 feet to the point of beginning. Contains 356,342 Sq. Ft. or 8.19 Acres more or less.

Tax ID No.: FRSTW-B

**Proposed Golf Course Parcel C, of the proposed FIRST AMENDED MASTER DEVELOPMENT PLAT OF FROSTWOOD A PLANNED COMMUNITY, said proposed Golf Course Parcel C being more particularly described as follows:**

Beginning at a point which is South 00°00'55" West along the Section Line 536.112 feet and North 89°27'00" West 52.35 feet from the West Quarter Corner of Section 31, Township 1 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 00°00'55" West 2639.29 feet between said West Quarter Corner and the Southwest Corner of said Section 31) and running thence North 89°27'00" West 544.87 feet; thence North 57°15'31" East 36.44 feet; thence North 74°13'15" East 317.14 feet; thence North 89°47'04" East 157.87 feet to the West Right of Way Line of Frostwood Blvd; thence along said right of way line South 37°15'34" East 14.97 feet; thence southeasterly 109.35 feet along the arc of a 233.06 foot radius curve to the right (delta angle 26°53'06") to the point of beginning.

Tax ID No.: FRSTW-F7

EXHIBIT C  
To  
DECLARATION  
[Establishing Golf Course Easements and Reservations]

Legal Description of Golf Cart Path Across Proposed Lot WWD4

LEGAL DESCRIPTION for Golf Cart Path, Pedestrian And Fire Access Easement as shown on the proposed West Willow Draw Development Area Master Plat as easement 80, being 6.00 feet on each side of the following described centerline;

Commencing at the south quarter corner of Section 36, Township 1 South, Range 3 East, Salt Lake Base and Meridian; (basis of bearing being North 89°59'43" West., a distance of 2667.10 feet between the southeast corner of said section 36 and the said south quarter corner); thence along the quarter section line of said section 36, North 00°13'26" West, a distance of 2075.25 feet and East, a distance of 123.47 feet to the true POINT OF BEGINNING; thence North 85°55'35" West a distance of 25.95 feet; to a point on a 900.00 foot radius curve to the left; thence along the arc through a central angle of 14°11'48", a distance of 223.00 feet to a point on a 32.00 foot radius curve to the left; thence along the arc through a central angle of 135°14'52", a distance of 75.54 feet, thence South 55°22'15" East a distance of 449.53 feet to the point of terminus.

PP-74-G, PP-75-A-2, PP-75-J, PP-75-H-4