

WHEN RECORDED, MAIL TO:

Mitchell Fielding, Esq.
1148 W. Legacy Crossing Blvd., Suite 400
Centerville, Utah 84014

City Recorder
City of Saratoga Springs
1307 N. Commerce Drive, Suite 200
Saratoga Springs, UT 84045

(Above space for county recorder use only)

ASSIGNMENT OF DEVELOPMENT OBLIGATIONS

THIS ASSIGNMENT OF DEVELOPMENT OBLIGATIONS ("Agreement") is made as of the 19 day of March, 2016 ("Effective Date"), by and between SCP FOX HOLLOW, LLC, a Utah limited liability company ("SCP Fox Hollow"), and CITY OF SARATOGA SPRINGS, a political subdivision of the State of Utah ("City"). SCP Fox Hollow and the City are sometimes referred to herein collectively as the "Parties" and individually as a "Party". Reference is hereby made to that certain Second Master Development Agreement for the Villages at Saratoga Springs (Fox Hollow), dated April 30, 2013, as amended, recorded as Entry No. 59718:2013 with the Utah County Recorder's Office (the "MDA"). Terms used but not otherwise defined herein shall have the meanings set forth in the MDA.

RECITALS

A. WHEREAS, SCP Fox Hollow is the owner and developer of Neighborhood 5 ("N5") and Neighborhood 6 ("N6") within the development known as The Villages at Saratoga Springs in Saratoga Springs, Utah (the "Master Property"). True and correct legal descriptions for N5 and N6 are attached hereto as Exhibit "A" and incorporated herein by reference.

B. WHEREAS, pursuant to the MDA, certain owners of portions of the Master Property are required to improve that certain roadway located within the Master Property commonly referred to as "Wildlife Boulevard" ("Wildlife Boulevard"). A true and correct legal description for Wildlife Boulevard is attached hereto as Exhibit "B" and incorporated herein by reference.

C. WHEREAS, reference is hereby made to that certain Development and Reimbursement Agreement, dated November 13, 2012, recorded as Entry No. 1039842012 in the Utah County Recorder's Office (the "SCP Agreement"), which SCP Agreement sets forth SCP Fox Hollow's rights and obligations related to its procuring of building permits from the City.

D. WHEREAS, SCP Fox Hollow and the City desire to transfer all N6's proportionate share of obligations related to improving Wildlife Boulevard to N5, subject to the terms and conditions set forth below.

AGREEMENT

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. Transfer of Obligations. N6's proportionate share of the Neighborhood Development Requirements related to the improvement and development of Wildlife Boulevard (the "Wildlife Improvements") is hereby assigned, transferred, and otherwise conveyed in full to N5 (the "Transfer"). This Transfer includes, without limitation, a transfer of all N6's proportionate share of financial, reimbursement, improvement, development and construction obligations, duties, and requirements related to Wildlife Boulevard. Consequently, N5 shall be responsible for both the N5 and N6 Wildlife Improvements obligation.

2. Acceptance and Assumption. SCP Fox Hollow on behalf of N5, as its sole owner, hereby accepts the Transfer and assumes and agrees to observe and perform all of the duties, obligations, terms, provisions, and covenants of the MDA related to N6's Wildlife Improvements obligation, and to pay and discharge all of the liabilities of the current and future owner(s) of N6 to be observed, performed, paid, or discharged in connection with the carrying out and acceptance by the City of N6's proportionate share of the Wildlife Improvements. SCP Fox Hollow on behalf of N5, as its sole owner as of the date of this Agreement, hereby indemnifies and agrees to defend and hold harmless the current and future owner(s) of N6 from and against any and all loss, cost, damage, liability or claim arising out of or relating to, the performance of N6's proportionate share of the Wildlife Improvements as required by the MDA from and after the date of this Agreement. The foregoing indemnity obligations shall survive the completion of the Transfer contemplated hereby.

3. City Approval. By signing below, the City hereby approves of the aforementioned Transfer from N6 to N5, and the City hereby agrees to discharge and release the current and future owner(s) of N6 of N6's proportionate share of the Wildlife Improvements.

4. SCP Agreement. Nothing contained herein shall be construed as to alter, amend, or revoke any of the rights, obligations, and duties of the City and SCP Fox Hollow in the SCP Agreement.

5. Further Actions. Each of the Parties hereto covenants and agrees, at its own expense, to execute and deliver, at the request of the other Party hereto, such further instruments of transfer and assign and to take such other action as such other Party may reasonably request to more effectively consummate the assignments, transfers, and assumptions contemplated by this Agreement.

6. Authority. SCP Fox Hollow hereby represents and warrants to the City that it is the lawful and fee title owner of N5 and N6, and accordingly, it retains all right, authority, and power to execute this Agreement and transfer and assume the obligations contemplated hereby.

7. Release, Waiver, and Indemnification. SCP Fox Hollow, for and in behalf of itself and its successors and assigns, hereby releases, waives, and indemnifies the City from, for, and against any claim, lawsuit, complaint, and action related in any manner whatsoever to this

Agreement. This shall include but not be limited to any and all claims of illegal exactions, inverse condemnations, regulatory takings, and physical takings.

8. Miscellaneous.

(a) Successors and Assigns. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns. SCP Fox Hollow shall be authorized to assign its rights, obligations, and duties in, under, and to this Agreement with the express written consent of the City, which consent shall not be unreasonably withheld. Prior to acceptance of such consent, SCP Fox Hollow and the successor/assignee shall be jointly and severally liable for the performance of each of the obligations contained in this Agreement unless prior to such assignment SCP Fox Hollow provides to City a letter from the successor/assignee acknowledging the existence of this Agreement and agreeing to be bound thereby. Said letter shall be signed by the successor/assignee, notarized, and delivered to City prior to the assignment. Upon execution of the letter described above, the successor/assign shall be substituted for SCP Fox Hollow under this Agreement and SCP Fox Hollow shall be released from any further obligations under this Agreement as to the transferred property.

(b) Severability. If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(c) Amendment. No supplement, modification, waiver, or termination of this Agreement or any provisions hereof shall be binding unless executed in writing by all parties hereto. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(e) Governing Law; Recordation. This Agreement shall be governed by and construed under the laws of the State of Utah, without respect to the provisions concerning the conflict of laws. This Agreement shall be recorded in the Utah County Recorder's Office.


(f) Successors and Assigns; Run with the Land. All of the provisions in this Agreement, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto. The covenants agreed to and the restrictions imposed herein shall continue as a servitude in perpetuity with the Master Property, N5, N6, and Wildlife Boulevard and shall survive any death or termination of any party's existence. The development obligations, responsibilities, agreements, and duties herein contained shall be covenants running with the land.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, each of Parties has caused this Agreement to be executed in its name and on its behalf by its duly authorized representative as of the date first set forth above.

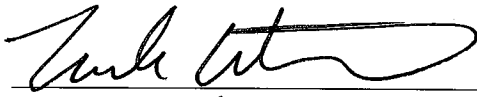
SCP FOX FOLLOW:

SCP FOX HOLLOW, LLC,
a Utah limited liability company

By: 
Name: Chad Bessinger
Title: Manager

THE CITY:

CITY OF SARATOGA SPRINGS,
a political subdivision of the State of Utah

By: 
Name: MARK CHRISTENSEN
Title: CITY MANAGER

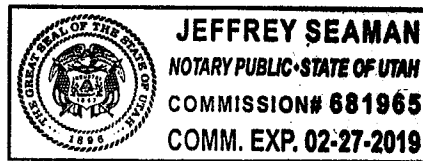
ACKNOWLEDGEMENT

State of Utah)
 :SS
County of Utah)

The foregoing instrument was acknowledged before me this 29 day of March, 2016 by Mark Christensen, City Manager of the City of Saratoga Springs, a political subdivision of the State of Utah.



Notary Public



ACKNOWLEDGEMENT

State of Utah)
 :SS
County of Utah)

The foregoing instrument was acknowledged before me this 29 day of March, 2016 by Chad Bessinger, Manager of SCP Fox Hollow, LLC, a Utah limited liability company.



Notary Public

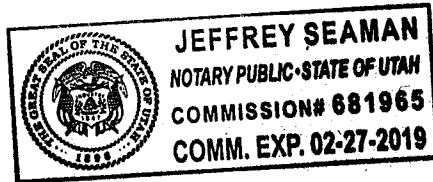


EXHIBIT "A"FOX HOLLOW NEIGHBORHOOD 5 LEGAL DESCRIPTIONS

BEGINNING at a point being n.0°17'21"e. 1880.163 feet along the section from the southwest corner of section 12, township 6 south, range 1 west, salt lake base & meridian;

from the point of beginning, point being on a curve; said curve turning to the left through an angle of 13° 10' 39", having a radius of 2553.50 feet, and whose long chord bears n 09° 32' 01" w for a distance of 585.99 feet to a point of intersection with a non-tangential line.

thence, n 72° 35' 54" e for a distance of 480.76 feet to a point on a line.

thence, n 64° 28' 54" e for a distance of 61.95 feet to a point on a line.

thence, n 57° 47' 30" e for a distance of 61.89 feet to a point on a line.

thence, n 50° 16' 25" e for a distance of 61.89 feet to a point on a line.

thence, n 42° 45' 21" e for a distance of 61.89 feet to a point on a line.

thence, n 35° 14' 16" e for a distance of 61.89 feet to a point on a line.

thence, n 27° 43' 35" e for a distance of 61.78 feet to a point on a line.

thence, n 20° 48' 27" e for a distance of 229.52 feet to a point on a line.

thence, n 38° 42' 03" e for a distance of 158.50 feet to a point on a line.

thence, n 49° 37' 02" w for a distance of 33.62 feet to a point on a line.

thence, n 51° 16' 44" w for a distance of 31.79 feet to a point on a line.

thence, n 54° 19' 37" w for a distance of 31.79 feet to a point on a line.

thence, s 33° 27' 36" w for a distance of 12.47 feet to a point on a line.

thence, n 56° 32' 23" e for a distance of 73.98 feet to a point on a line.

thence, n 33° 27' 32" e for a distance of 12.50 feet to a point on a line.

thence, n 61° 24' 44" w for a distance of 15.55 feet to a point on a line.

thence, n 70° 29' 03" w for a distance of 15.55 feet to a point on a line.

thence, n 14° 50' 54" e for a distance of 55.98 feet to a point on a line.

thence, n 34° 42' 35" e for a distance of 115.79 feet to a point on a line.

thence, s 00° 09' 59" w for a distance of 8.92 feet to a point on a line.

thence, s 55° 17' 21" e for a distance of 312.18 feet to a point on a line.

thence, s 59° 02' 56" w for a distance of 28.70 feet to a point on a line.

thence, s 40° 23' 00" w for a distance of 85.48 feet to a point on a line.

thence, s 49° 37' 01" e for a distance of 86.88 feet to a point on a line.

thence, s 40° 29' 46" w for a distance of 141.20 feet to a point on a line.

thence, s 30° 30' 27" w for a distance of 77.01 feet to a point on a line.

thence, s 20° 31' 09" w for a distance of 141.97 feet to the beginning of a curve,

said curve turning to the right through an angle of 10° 35' 09", having a radius of 628.00 feet, and whose long chord bears s 25° 48' 43" w for a distance of 115.86 feet to a point of intersection with a non-tangential line.

thence, s 46° 46' 42" e for a distance of 182.17 feet to a point on a line.

thence, s 00° 34' 37" e for a distance of 717.58 feet to a point on a line.

thence n 89° 46' 43" w a distance of 870.45 feet to the point of BEGINNING

CONTAINING 18.30 ACRES OF LAND MORE OR LESS.

FOX HOLLOW NEIGHBORHOOD 6 LEGAL DESCRIPTIONSN6-1

A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point N 00°17'21" E 399.14 feet along the section line, and S 89°42'39" E 1,067.72 feet from the Southwest Quarter Corner of said Section 12, and running thence S 60°30'32" E, 126.51 feet; thence N 50°32'24" E 91.28 feet; thence N 20°07'56" E 62.82 feet; and thence N 43°58'22" E 112.29 feet to the boundary line of existing Villages at Fox Hollow Neighborhood 3-B; thence along said boundary the follow 8 calls 1) thence S 60°28'56" E 61.27 feet; 2) thence S 17°02'01" E 4.50 feet; 3) thence N 55°51'42" E 103.29 feet; 4) thence N 66°00'38" E, 56.00 feet to the northeasterly line of Lori Lane and a 228.00-foot radius curve to the right; 5) thence along said northeasterly line the following two courses: thence southeasterly 26.89 feet along the arc of said curve through a delta of 06°45'23" (chord bears S 20°36'40" E 26.87 feet) to the point of compound curvature with a 2,325.00-foot radius curve to the right; 6) southeasterly 8.67 feet along the arc of said curve through a delta of 00°12'49" (chord bears S 17°07'34" E 8.67 feet); 7) thence N 72°44'23" E 132.00 feet; 8) thence N 72°58'04" E 96.50 feet to the West boundary of Village of Fox Hollow Neighborhood 2, said point being the northeasterly line of Villages Parkway and a 2553.50-foot radius curve to the right; thence along said line southeasterly 521.85 feet along said line and the arc of said curve through a delta of 11°42'33" (chord bears S 11°10'40" E 520.94 feet); thence S 84°40'37" W 96.50 feet; thence S 84°40'37" W 87.52 feet; thence S 77°24'33" W 80.71 feet; thence S 72°02'54" W 80.56 feet; thence N 81°51'43" W 57.01 feet; thence N 79°09'31" W 103.81 feet to a point on a non-tangent 278.00' radius curve to the left; thence along arc of said curve 23.61 feet through a delta of 4°51'55" (chord bears S 13°16'27" W 23.60 feet); thence S 15°42'24" W 122.25 feet to a point on a 12.00' radius curve to the left, thence along arc of said curve 18.76 feet through a delta of 89°37'29" (chord bears S 29°06'20" E 16.91 feet), thence S 16°04'55" W 28.00 feet, thence S 73°55'05" E 0.52 feet, thence S 16°04'55" W 28.00 feet to a point on a 12.00' radius curve to the left, thence along arc of said curve 18.93 feet through a delta of 90°22'31" (chord bears S 60°53'40" W 17.03 feet); thence S 15°42'24" W 87.92 feet; thence N 73°55'05" W 136.00 feet to the boundary line of existing Villages at Fox Hollow Neighborhood 6- phase 3; thence along said boundary the following 9 calls, 1) thence N 15°42'24" E, 100.00 feet; 2) thence N 03°54'16" W 59.58 feet; 3) thence N 15°42'24" E 100.00 feet; 4) thence N 71°46'41" W 70.07 feet; 5) thence N 46°41'49" W 65.59 feet; 6) thence N 31°55'17" W 70.25 feet; 7) thence N 35°34'40" W 70.01 feet; 8) thence N 23°01'57" E 65.03 feet; 9) thence N 14°48'40" E 99.85 feet to the point of beginning.

Contains 8.68 acres or 24 lots.

N6-2

A parcel of land located in the Southwest Quarter of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 864.15 feet, North 00°17'21" East along the section line and 288.69 feet, South 89°42'39" East from the Southwest Quarter corner of said Section 12, said point being on the boundary line of "The Village of Fox Hollow Neighborhood 6-4A", and running thence along said boundary the following 2 calls; 1) thence North 27°56'05" East, 89.28 feet; 2) thence North 49°49'10" East, 150.27 feet to the boundary of "The Village of Fox Hollow Plat Neighborhood 3-B"; thence along said boundary the following 2 calls, 1) thence South 60°30'32" East, 793.39 feet; 2) thence South 60°28'56" East, 240.88 feet to the boundary of "The Village of Fox Hollow Neighborhood 6-1", and running thence along said boundary the following 4 calls; 1) thence South 43°58'22" West, 112.29 feet; 2) thence South 20°07'56" West, 62.82 feet; 3) thence South 50°32'24" West, 91.28 feet; 4) thence North 60°30'32" West, 126.51 feet to the boundary of "The Village of Fox Hollow Neighborhood 6-3"; thence along said boundary the following 5 calls, 1) thence North 60°30'32" West, 280.00 feet, 2) thence North 29°29'28" East,

20.00 feet; 3) thence North 60°30'32" West, 100.00 feet; 4) thence North 80°09'46" West, 59.46 feet; 5) thence North 60°30'32" West, 230.74 feet; thence North 53°55'18" West, 56.00 feet; thence South 36°04'42" West, 70.05 feet to the boundary line of "The Village of Fox Hollow Neighborhood 6-4A", and running thence along said boundary the following 2 calls; 1) thence North 53°55'18" West, 111.06 feet; 2) thence North 11°26'55" West, 100.96 feet to the point of beginning.

Contains 6.27 acres, more or less and 27 lots.

N6-3

A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 484.02 feet, North 00°17'21" East along the section line and 435.66 feet, South 89°42'39" East from the Southwest corner of said Section 12, and running thence North 36°04'42" East, 235.84 feet; thence South 60°30'32" East, 130.08 feet; thence South 80°09'46" East, 59.46 feet; thence South 60°30'32" East, 100.00 feet; thence South 29°29'28" West, 20.00 feet; thence South 60°30'32" East, 280.00 feet; thence South 14°48'40" West, 99.85 feet; thence South 23°01'57" West, 65.03 feet; thence South 35°34'40" East, 70.01 feet; thence South 31°55'17" East, 70.25 feet; thence South 46°41'49" East, 65.59 feet; thence South 71°46'41" East, 70.07 feet; thence South 15°42'24" West, 100.00 feet; thence South 03°54'16" East, 59.58 feet; thence South 15°42'24" West, 100.00 feet; thence North 73°55'05" West, 72.12 feet; thence North 67°52'58" West, 210.36 feet; thence North 36°12'18" West, 450.17 feet; thence North 43°31'53" West, 182.64 feet; thence North 38°10'11" West, 108.20 feet to the point of beginning.

Contains 6.97 acres, more or less.

N6-4A OPEN SPACE

A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on westerly section line of said Section 12, said point being 563.44 feet, North 00°17'21" East along the section line from the Southwest corner of said Section 12, and running thence along the westerly line of said Section 12 North 00°17'21" East, 655.58 feet; thence South 89°36'37" East, 30.93 feet to the boundary of Fox Hollow neighborhood 1 phase 7A; thence along said boundary for the next 3 calls; (1) North 33°05'52" East, 105.44 feet; (2) thence North 39°46'52" East, 156.80 feet; (3) thence North 51°57'35" East, 99.68 feet to the boundary of neighborhood 3 phase 3B plat, along said boundary the next 2 calls (1) South 14°30'13" East, 299.11 feet; (2) thence South 32°11'06" East, 190.17 feet to the boundary of a plat for neighborhood 6 phase 2 the next 4 calls; (1) thence South 49°49'10" West, 150.27 feet; (2) thence South 27°56'05" West, 89.28 feet; (3) thence South 11°26'55" East, 100.96 feet; (4) thence South 53°55'18" East, 111.06 feet continuing on a boundary from a plat for neighborhood 6 phase 4B the next 5 calls; (1) thence South 36°04'42" West, 30.00 feet; (2) thence North 53°55'18" West 100.00 feet; (3) thence South 36°04'42" West 80.00 feet; (4) thence South 51°34'19" West 72.64 feet; (5) thence South 46°32'14" West 196.23 feet, thence North 36°12'18" West 93.24 feet to the point of beginning. Contains 6.03 acres or 1 open space parcel.

N6-4B

A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on westerly section line of said Section 12, said point being 563.44 feet, North 00°17'21" East along the section line from the Southwest corner of said Section 12 and South 36°12'18" East 93.24 feet to the point

of beginning, said point being in the boundary line of "The Village of Fox Hollow Neighborhood 6-4A"; running thence along said boundary the following 5 calls: 1) North 46°32'14" East, 196.23 feet; 2) thence North 51°34'19" East, 72.64 feet; 3) thence North 36°04'42" East, 80.00 feet; 4) thence South 53°55'18" East, 100.00 feet; 5) thence North 36°04'42" East, 30.00 feet to the boundary line of "The Village of Fox Hollow Neighborhood 6-2", thence along said boundary line the following 3 calls; 1) thence North 36°04'42" East, 70.05 feet; 2) thence South 53°55'18" East, 56.00 feet; 3) thence South 60°30'32" East, 100.66 feet to the boundary line of Fox Hollow Neighborhood 3B, thence along said boundary the following 6 calls; 1) thence South 36°04'42" West, 235.84 feet; 2) thence South 38°10'11" East, 108.20 feet; 3) thence South 43°31'53" East, 182.64 feet; 4) thence South 36°12'18" East, 450.17 feet; 5) thence South 67°52'58" East, 210.36 feet; 6) thence South 73°55'05" East, 52.11 feet; thence South 15°42'24" West, 241.62 feet; thence South 13°20'58" West, 56.05 feet; thence South 15°42'24" West, 80.00 feet; thence South 07°32'26" West, 111.97 feet; thence South 31°06'31" West, 36.46 feet; thence South 75°07'51" West, 110.04 feet; thence North 05°22'36" West, 112.78 feet to a 55.00-foot radius curve to the right; thence along the arc of said curve through a central angle of 141°46'35" (chord bears North 24°29'18" West, 103.94 feet); thence North 43°36'01" West, 111.87 feet; thence South 57°18'54" West, 85.23 feet to a 2090.00-foot radius curve to the left; thence northwesterly along the arc of said curve 141.26 feet through a central angle of 3°52'21" (chord bears North 24°39'48" West, 141.23 feet); thence North 55°22'24" East, 17.67 feet; thence North 26°44'19" West, 5.21 feet; thence South 63°15'40" West, 17.50 feet to a 2090.00-foot radius curve to the left; thence northwesterly along the arc of said curve 269.19 feet through a central angle of 7°22'47" (chord bears North 30°29'55" West, 269.00 feet); thence North 53°47'42" East, 17.51 feet; thence North 34°13'39" West, 4.00 feet; thence South 53°47'42" West, 17.51 feet to a 2090.00-foot radius curve to the left; thence northwesterly along the arc of said curve 69.55 feet through a central angle of 1°54'24" (chord bears North 35°15'06" West, 69.55 feet); thence North 36°12'18" West, 677.17 feet to the point of beginning.

Contains 12.23 acres, more or less and 42 lots.

N6-5

A parcel of land located in the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 753.85 feet, S 00°11'07" W along the section line and 793.92 feet, S 89°48'53" E from the Southwest Quarter corner of said Section 12, said point being on the "The Village of Fox Hollow Neighborhood 6-ph4B" boundary line and running thence along said boundary the following 6 calls; 1) N 75°07'51" E, 224.10 feet; 2) thence N 31°06'31" E, 36.46 feet; 3) thence N 07°32'26" E, 111.97 feet; 4) thence N 15°42'24" E, 80.00 feet; 5) thence N 13°20'58" E, 56.05 feet; 6) thence N 15°42'24" E, 241.62 feet to the boundary line of "The Village of Fox Hollow Neighborhood 6-ph1"; running thence S 73°55'05" E, 156.00 feet; thence S 74°17'36" E, 188.08 feet; thence S 40°53'07" W, 151.00 feet; thence S 00°13'43" W, 554.54 feet; thence S 38°14'05" E, 81.93 feet; thence S 46°43'14" E, 80.00 feet; thence S 44°39'53" E, 89.61 feet; thence S 38°33'21" E, 43.00 feet to a 750.00-foot radius curve to the right; thence along arc of said curve 231.24 feet through a delta of 17°39'55" (chord bears S 60°16'37" W 230.32 feet), thence S 0°13'35" W 31.11 feet, thence N 89°45'00" W 99.94 feet, thence S 75°32'54" W 323.64 feet, thence N 14°27'06" W, 43.00 feet; thence N 75°32'54" E, 43.52 feet; thence N 21°16'26" E, 135.93 feet to a point on a 55.00-foot radius curve to the right; thence along the arc of said curve 106.58 feet through a delta of 111°01'51" (chord bears N 13°12'39" W, 90.67 feet), thence N 47°41'43" W, 130.32 feet; thence S 75°32'54" W, 16.58 feet; thence N 23°03'10" E, 140.72 feet to a point on a 55.00-foot radius curve to the right; thence along the arc of said curve 90.73 feet through a delta of 94°31'03" (chord bears N 19°41'18" W, 80.79 feet), thence N 62°25'46" W, 154.97 feet to a point on a 2090.00-foot radius curve to the left; thence along the arc of said curve 13.31 feet through a delta of 00°21'53" (chord bears N 14°41'12" W, 13.31 feet) to the point of beginning.

Contains 10.51 acres, more or less and 33 lots.

N6-7

A parcel of land located in the Southwest Quarter of Section 12 and the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 66.54 feet, N 00°17'21" E along the section line and East 1,375.15 feet from the Southwest Quarter corner of said Section 12, said point being on the boundary line of "The Village of Fox Hollow Neighborhood 6-1", and running thence along said boundary the following 6 calls; 1) thence S 79°09'31" E 103.81 feet; 2) thence S 81°51'43" E 57.01 feet; 3) thence N 72°02'54" E 80.56 feet, 4) thence N 77°24'33" E 80.71 feet; 5) thence N 84°40'37" E 87.52 feet, 6) thence N 84°40'37" E 96.50 feet to a 2553.50-foot radius curve to the right; thence along said curve 105.99 feet through a delta of 02°22'42" (chord bears S 04°08'02" E 105.98 feet); thence N 89°46'43" W 96.65 feet; to a 2,457.00-foot radius curve to the right; thence along said curve 162.52 feet through a delta of 03°47'23" (chord bears S 01°10'28" E 162.49 feet); thence S 79°48'34" W 153.52 feet; thence S 67°05'19" W 72.34 feet; thence S 57°16'51" W 114.73 feet to the boundary line of "The Village of Fox Hollow Neighborhood 6-5", and running thence along said boundary the following 1 call; 1) thence N 74°17'36" W 188.08 feet to the "The Village of Fox Hollow Neighborhood 6-1" boundary, and running thence along said boundary the following 8 calls; 1) thence N 15°42'24" E 87.92 feet to a 12.00-foot radius curve to the right; 2) thence along said curve 18.93 feet through a delta of 90°22'31" (chord bears N 60°53'40" E 17.03 feet), 3) thence N 16°04'55" E 28.00 feet, 4) thence N 73°55'05" W 0.52 feet, 5) thence N 16°04'55" E 28.00 feet to a 12.00-foot radius curve to the right; 6) thence along said curve 18.76 feet through a delta of 89°37'29" (chord bears N 29°06'20" W 16.91 feet); 7) thence N 15°42'24" E 122.25 feet to a 278.00-foot radius curve to the left; 8) thence along said curve 23.61 feet through a delta of 04°51'55" (chord bears N 13°16'27" E 23.60 feet) the point of beginning.

Contains 3.23 acres, more or less and 12 lots.

N6-8A

A parcel of land located in the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 766.71 feet, S 00°11'07" W along the section line and 797.34 feet, S 89°48'53" E from the Southwest Quarter corner of said Section 12, said point being on the "The Village of Fox Hollow Neighborhood 6-ph5" boundary line and running thence along said boundary the following 7 calls; 1) thence S 62°25'46" E, 154.97 feet to a point on a 55-foot radius curve to the left; 2) thence along the arc of said curve 90.73 feet though a delta of 94°31'03" (chord bears S 19°41'18" E, 80.79 feet); 3) thence S 23°03'10" W, 140.72 feet; 4) thence N 75°32'54" E, 16.58 feet; 5) thence S 47°41'43" E, 130.32 feet to a point on a 55.00-foot radius curve to the left; 6) thence along the arc of said curve 106.58 feet though a delta of 111°01'51" (chord bears S 13°12'39" E, 90.67 feet); 7) thence S 21°16'26" W, 135.93 feet; thence S 75°32'54" W, 43.52 feet along Village Parkway Right-of-Way; thence N 14°27'06" W, 603.90 feet to a point on a 2090-foot radius curve to the left; thence along the arc of said curve 1.92 feet though a delta of 0°03'09" (chord bears N 14°28'41" W, 1.92 feet) back to the point of beginning.

Contains 1.19 acres, more or less and 4 lots.

N6-8B

A parcel of land located in the Northwest Quarter of Section 13, Township 6 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point 766.71 feet, S 00°11'07" W along the section line and 797.34 feet, S 89°48'53" E from the Southwest Quarter corner of said Section 12, said point being on the "The Village of Fox Hollow Neighborhood 6-ph5" boundary line to a point on a 2090-foot radius curve to the left; thence along the arc of said curve 13.30 feet through a delta of 0°21'53" (chord bears N 14°41'12" W, 13.31 feet) to a point of beginning, on a 2090-foot radius curve to the left; thence along the arc of said curve 286.64 feet through a delta of 7°51'29" (chord bears N 18°47'53" W, 286.41 feet); commencing along the boundary of "The Village of Fox Hollow Neighborhood 6-ph4B" the next 4 calls; 1) thence N 57°18'54" E, 85.23 feet; 2) thence S 43°36'01" E, 111.87' to a point on a 55.00-foot radius curve to the left; 3) thence along the arc of said curve 136.10 feet through a delta of 141°46'35" (chord bears S 24°29'18" E, 103.94); 4) thence S 5°22'36" E, 112.78 feet; thence S 75°07'51" W, 114.06 feet back to the point of beginning.

Contains 0.77 acres more or less, 2 lots.

EXHIBIT "B"

Legal Description for Wildlife Boulevard

R-2) WILDLIFE BOULEVARD

BEGINNING at a point that is S 89°46'37" E 1,906.18 feet along the Section Line and South 563.69 feet from the Southwest Corner of Section 12, Township 6 South, Range 1 West, Salt Lake Base and Meridian, said point being on West Right of Way of Village Parkway, and running thence S 87°57'13" E 71.21 feet to a point on a 793 .00' radius curve to the right, thence along arc of said curve 874.31 feet through a delta of 63°10' 15" (chord bears S 56°22'05" E 830.70 feet) to a point on a 857.00' radius curve to left, thence along arc of said curve 1,411.89 feet through a delta of 94°23'37" (chord bears S 71°58'47" E 1,257.55 feet), thence S 29°09'56" E 96 .50 feet to a point on a 953 .50' radius curve to the right, thence along arc of said curve 1,570.85 feet through a delta of 94°23 '33" (chord bears N 71°58'44" W 1,399.14 feet) to a point on a 696.50' radius curve to the left, thence along arc of said curve 767.92 feet through a delta of 63°10'14" (chord bears N 56°22'06" W 729.61 feet), thence N 87°57'13" W 71 .84 feet to a point on a 803.50' radius curve to the left, thence along arc of said curve 96.56 feet through a delta of 06°53'07" (chord bears N 02°25'17 E 96.50 feet) to the point of BEGINNING.