

AFTER RECORDING MAIL TO:

Steven D. Peterson, Esq.  
Ballard Spahr Andrews & Ingersoll, LLP  
201 South Main Street, Suite 1200  
Salt Lake City, Utah 84111-2215  
17019

E# 1641933 BK2016 PG2198  
DOUG CROFTS, WEBER COUNTY RECORDER  
08-JUN-99 1021 AM FEE \$59.00 DEF MW  
REC FOR: FIRST.AMERICAN.TITLE

**EASEMENT FOR GOLF COURSE ACCESS AND USE**

This Easement for Golf Course Access and Use (the "Agreement") is granted, made and entered into as of this 2ND day of June 1999, by and between Wolf Creek Associates, a Utah limited partnership ("Grantor") and Trendwest Resorts, Inc. an Oregon corporation and WorldMark, the Club, a California non-profit mutual benefit corporation (collectively "Grantee") and Harvey and Joan Higley ("Lender")

**RECITALS**

A. Grantor is the owner of the Wolf Creek Golf Course located upon certain parcels of real property in Weber County, Utah as more particularly described in Exhibit "A" which is attached hereto and incorporated herein for all purposes ("Golf Course"). The Golf Course is located within the Wolf Creek Resort, Weber County, State of Utah ("Wolf Creek Resort").

B. Grantee is the owner of certain of the condominium units and time period units in a project known as Wolf Creek Village II together with certain additional parcels of real property within the boundaries of Wolf Creek Resort, as more particularly described in Exhibit "B" which is attached hereto and incorporated herein for all purposes (collectively the "Trendwest Parcel").

C. It is intended that the Trendwest Parcel shall be developed as a vacation ownership resort.

D. In connection with the Grantee's acquisition and development of the Trendwest Parcel, Grantor has agreed to grant and convey to Grantee a nonexclusive easement for use of the Golf Course. Subject to the terms and provisions of this Agreement, such easement shall be for the use and benefit of the following parties (the "Benefitted Parties"): (i) all owners of condominiums and timeshare interests developed at the Trendwest Parcel and their respective heirs, successors and assigns; and (ii) all tenants, subtenants, guests, exchange users, and other invitees of such owners.

E. The Lender is the owner and holder of a certain promissory note secured by various deeds of trust and other liens and encumbrances which encumber the "Easement Property", as hereinafter defined, and which are set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference (all of which documents and encumbrances

shall be collectively referred to herein as the "Lender Trust Deed"), and Lender is willing to subordinate the lien of the Lender Trust Deed to the easements, rights and interest granted herein, in accordance with the terms and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars paid by Grantee to Grantor, the sum of \$10.00 paid by Grantee to Lender, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Grantor and Grantee hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement and subject to the various matters of record set forth in Exhibit "C" which is attached hereto and incorporated herein for all purposes, Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefitted Parties, a perpetual non-exclusive easement and right of way to utilize the Golf Course in accordance with the provisions of this Agreement. The right of any Benefitted Party to utilize the easements, rights or interests granted herein shall be subject to the management and control of the Grantee, the provisions of this Agreement, and the reasonable rules and regulations promulgated by the owner of the Golf Course.

2. Use of Golf Course.

2.1 Existing Golf Course Access. Presently, the Golf Course is operated as a public facility. Members of the general public enjoy the right to play rounds of golf upon payment of daily greens fees, and are entitled to reserve in advance specific times for commencement by a person of a round of golf on the first tee of the Golf Course ("Tee Time").

2.2 Access by Benefitted Parties. Benefitted Parties who are occupying (or scheduled to occupy) a unit within the Trendwest Parcel ("Users") will be entitled to reserve Tee Times (coinciding with the time of such occupancy) a period of time ahead of the advance Tee Time reservations available to the general public. In order to take advantage of such advance Tee Time reservation privilege, Users must, at the time of making the Tee Time reservation, identify themselves by name as the occupant (or scheduled occupant) of a unit within the Trendwest Parcel, with such occupancy coincident with the reserved Tee Time. Users and their guests shall be entitled to pay the then current discounted greens fees payable by the Users as established by Grantor. Grantor reserves the right to adjust such charges at any time in Grantor's sole discretion, provided that Users will always be charged a discounted greens fees as compared to the General Public. Users shall also receive the same discount, if any, offered by Grantor to members or other golf course patrons for golf cart rentals.

2.3 Reservation of Tee Times by Grantee. In addition to the rights of Users to reserve individual Tee Times, as described in Section 2.2, Grantee shall have the right to reserve Tee Times, or blocks of Tee Times, the same period of time in advance

as then in effect for Users. As used in this Section 2.3, the "Grantee" means the Manager of the Trendwest Parcel, from time to time. When making such advance Tee Time reservations, Grantee shall not be required to provide the name or names of individual players who will actually utilize such Tee Times. Upon making such advance Tee Time reservation(s), Grantee shall become unconditionally obligated to Grantor to pay the discounted greens fee for each such reserved Tee Time as is then in effect for Users. If, as of the occurrence of each Tee Time reserved by Grantee pursuant to the provisions of this Section 2.3, the applicable charge for such Tee Time has not been received by Grantor, then Grantor shall provide the Grantee an invoice for unpaid Tee Times reserved by Grantee, and payment of such invoice shall be due and payable, in full, within ten (10) days of presentation to Grantee. Provided, however, Grantee shall pay the then applicable public greens fee for Tee Times reserved but not actually used.

2.4 Change in Mode of Operation of Golf Course. Grantor reserves the right in its sole discretion at any time to change the mode of operation of the Golf Course, for example, substantially restricting or eliminating access by members of the general public. In such event, Grantor shall continue to make available to Users access to the Golf Course on a basis substantially similar to that which was in effect prior to the time that access by the general public was restricted or eliminated.

2.5 Tournament Play. Grantor reserves the right to restrict the use of the Golf Course during any period of time that the Golf Course is utilized for tournament play, so long as reasonable steps are taken to insure that the Users have reasonable access to the Golf Course.

3. Maintenance and Repairs to Golf Course. Grantor shall provide, or cause to be provided, at its sole cost and expense, all maintenance and repairs to the Golf Course.

4. Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Grantor:

Wolf Creek Associates  
Attention: Blaine Wade  
P.O. Box 475  
Eden, UT 84310

With a copy to:

John P. Sampson, Esq.  
2650 Washington Blvd., Suite 102  
Ogden, UT 84401

and

Parley Baldwin  
c/o Timothy W. Blackburn  
Van Cott, Bagley, Cornwall and McCarthy  
First Security Bank Building  
Ogden, UT 84401

If to Grantee: Trendwest Resorts, Inc. and WorldMark, the Club  
Attention: Legal Department  
9805 Willows Road  
Redmond, WA 98052

With a copy to:

Steven D. Peterson, Esq.  
Ballard Spahr Andrews & Ingersoll, LLP  
201 South Main Street, Suite 1200  
Salt Lake City, UT 84111-2215

5. Covenants to Run With the Land. Subject to the terms of this Agreement and to the rights reserved to Grantor hereunder, the easements granted herein shall, together with the other agreements and obligations set forth herein, constitute covenants running with the land, and shall burden the Golf Course as the servient estate, and benefit the Trendwest Parcel and each individual condominium and timeshare interest therein as the dominant estate, and shall be binding upon Grantor, its successors, assigns and any person acquiring, leasing or otherwise owning an interest in the Golf Course.

6. Sale or Disposition of Golf Course. In the event of any sale, assignment, foreclosure, or other disposition of the Grantor's interest in the Golf Course by Grantor or any subsequent owner of the fee simple interest in the Golf Course, Grantor (or such other seller of the Golf Course) shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence, or omission occurring after the consummation of such transaction. In such event, such purchaser or other transferee and any subsequent purchaser or transferee of Grantor's interest in the Golf Course shall be subject to, and bound by all of the terms and provisions hereof, and shall be personally liable to the Benefitted Parties for all of the obligations of Grantor arising from this Agreement.

7. Lender Subordination. Lender does hereby subordinate the lien of the Lender Trust Deed which encumbers all or a portion of the Golf Course, to this Agreement and the easement and other rights of Grantee as set forth herein. Without limiting the scope of the foregoing, Lender agrees that the foreclosure of the Lender Trust Deed, acceptance of a Deed in Lieu of Foreclosure or any other similar action or proceeding by Lender to enforce its rights in the event of a default under the Lender Trust Deed shall not terminate or defeat this Agreement, or in any other way reduce the rights and interests of the Grantee as set forth herein. Grantor and Grantee hereby agree that, in the event of any such foreclosure, acceptance of a deed in lieu thereof, or any other similar action or proceeding, Lender shall succeed to the rights and obligations of Grantor hereunder and Lender and Grantee shall have the same rights and obligations toward one another which they would have had if this Agreement had been entered into with Lender as grantor and Grantee as grantee. It is acknowledged and agreed that Lender is executing this Agreement for the sole purpose of subordinating the Lender Trust Deed, as provided by this Section, and Lender shall have no other duty, obligation or liability to the Grantee, Grantor, or any other person or entity as a result of, or arising from, the execution of this Agreement.

8. Rights of Grantor's Subsequent Mortgagees. All other mortgages, trust deeds and other liens and encumbrances attaching to or otherwise affecting the Golf Course, Grantor, or its successors or assigns, or an interest in the Golf Course either now or in the future shall be subordinate and junior in priority to, and shall not be deemed or interpreted to encumber any of the easements, rights or interests of the Grantee as set forth herein.

9. Severability of Unenforceable Provisions. If any provision of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby.

10. Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

11. Amendment. This Agreement may be modified or amended only by a written instrument executed by Grantor and the Grantee, for and on behalf of the Benefitted Parties.

12. Costs, Expense and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement, or in pursuing any remedy provided by the laws of the State of Utah whether such remedy is pursued by filing a suit or otherwise. All remedies are cumulative and shall be deemed to be in addition to any remedies otherwise available at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation of any of the

terms, covenants or conditions of this Agreement and by decree to compel specific performance of any such terms, covenants or conditions, it being agreed that the remedy at law for any breach of such term, covenant or condition may not be adequate.

13. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns. From and after the date this Agreement is recorded, neither Grantor nor its successors or assigns shall have any power, right or authority to grant any mortgage, trust deed or lien or encumbrance which encumbers the easements, rights or interests of the Benefitted Parties arising pursuant to this Agreement. All mortgages, trust deeds and other liens and encumbrances attaching to any of Grantor's, or its successors' or assigns', interest in the Golf Course in the future shall be subordinate and junior in priority to this Agreement, and shall not be deemed or interpreted to encumber any of the easements, rights or interests of the Benefitted Parties as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GRANTOR:

WOLF CREEK ASSOCIATES, a Utah limited partnership

By: *Samuel J. Peterson*  
Its: GENERAL PARTNER

*Russell C. Maughan, General Partner*

GRANTEE:

TRENDWEST RESORTS, INC. an Oregon corporation

By: *W. J. Peare*  
Its: WM. F. PEARE, PRESIDENT

WORLDMARK, THE CLUB, a California non-profit mutual benefit corporation

By: [Signature]  
Its: DAVID HERRICK, TREASURER

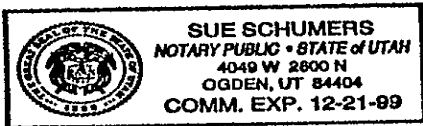
LENDER:

Harvey Higley

Joan Higley

STATE OF UTAH            )  
                                      :SS.  
COUNTY OF WEBER        )

The foregoing instrument was acknowledged before me on this 4th day of June 1999, by Louise S. Peterson and Russell C. Macgregor, General Partners of Wolf Creek Associates, a Utah limited partnership who signed on behalf of said limited partnership.



[Signature]  
NOTARY PUBLIC  
My Commission expires: 12-21-99

STATE OF Wash.            )  
                                      :SS.  
COUNTY OF King            )

On this 2nd day of June 1999, personally appeared before me Wm. F. Peake, who being by me duly sworn, did say that he is the President of Trendwest Resorts, Inc. an Oregon corporation and that the foregoing instrument was signed on behalf of said corporation by authority of its bylaws or a resolution of its Board of Trustees, and said officer acknowledged to me that said corporation executed the same.

[Signature]  
NOTARY PUBLIC  
My Commission expires: 5-1-2000

STATE OF Wash. )  
 )  
 ) :ss.  
COUNTY OF King )

The foregoing Grant of Easement was acknowledged before me this 2nd day of June, 1999, by WORLDMARK, THE CLUB, a California non-profit mutual benefit corporation who signed on behalf of said corporation.



*Nancy J. Pigg*  
NOTARY PUBLIC  
My Commission expires: 5-1-2000

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of June 1999, by Harvey and Joan Higley.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

Legal Description of Golf Course

Weber County Tax numbers:  
a part of this agreement.

As described on attached tax lot descriptions hereby made

22-016-0001:

22-016-0004

22-016-0006

22-017-0002

22-017-0003

22-021-0061

EXHIBIT "A"

Legal Description of Golf Course

Tax lot descriptions:

DESCRIPTION OF PROPERTY	SERIAL NUMBER: 22-016-0001	TAXING UNIT
OWNER: WOLF CREEK ASSOCIATES	296 E 3250 N OGDEN UT 84414	203

DESCRIPTION OF PROPERTY: 0 ORIG; ACRES: 0

A PART OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST SALT LAKE BASE AND MERIDIAN, U. S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF SAID NORTHEAST QUARTER, RUNNING THENCE NORTH 2D57'30" EAST 54.30 FEET; THENCE NORTH 45D37'13" EAST 146.98 FEET TO THE SOUTHWESTERLY LINE OF 5100 EAST STREET; THENCE SOUTH 57D00' EAST 214.00 FEET ALONG SAID SOUTHWESTERLY LINE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT 61.22 FEET (RADIUS = 141.59 FEET) TO POINT ON SOUTH LINE OF THE QUARTER SECTION; THENCE NORTH 89D31'15" WEST 330.00 FEET ALONG SAID QUARTER SECTION LINE TO THE POINT OF BEGINNING.

COMMENTS:

\*\*\* This description for taxation purposes only. \*\*\*

RUN DATE: 02-JUN-1999

EXHIBIT "A"

Legal Description of Golf Course

Tax lot descriptions:

DESCRIPTION OF PROPERTY	SERIAL NUMBER: 22-016-0004	TAXING UNIT
OWNER: WOLF CREEK ASSOCIATES	296 E 3250 N OGDEN UT 84414	203

DESCRIPTION OF PROPERTY: 99 R/P; ACRES: 124.1

PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 22, RUNNING THENCE WEST 40 CHAINS; THENCE NORTH TO THE NORTH LINE OF THE SOUTHEAST QUARTER; THENCE EAST TO THE NORTHEAST CORNER OF SOUTHEAST QUARTER; THENCE SOUTH 40 CHAINS TO BEGINNING.

EXCEPT 1/2 ACRE OF THE ABOVE DESCRIBED PROPERTY DEEDED TO EDEN WATER WORKS COMPANY, A CORPORATION. SEE DEED BOOK 92 PAGE 638 FOR DESCRIPTION.

EXCEPT 4 PARCELS (1396-766) (1396-776) (1396-778) AND (1398-958)

EXCEPT ROAD DEDICATION (ELKHORN DRIVE) 24-51.

EXCEPT THAT PART DEEDED TO WOLF STAR INC (1408-125).

EXCEPT THAT PART DEEDED TO WOLF CREEK VILLAGE INC. (1415-980).

EXCEPT THAT PART DEEDED TO JOHN H LAUB ON QUIT CLAIM DEED (1495-478).

EXCEPT THAT DEEDED TO WOLF RIDGE SUBDIVISION, PHASE 3 AND WOLF RIDGE SUBDIVISION PHASE 4.

EXCEPT ELKHORN SUBDIVISION PHASE 1 AND PHASE 2, BOOK 42 PAGE 42 & BOOK 42 PAGE 43.

EXCEPT ELKHORN SUBDIVISION PHASE 1A, BOOK 43 PAGE 70.

EXCEPT THAT PORTION IN WOLF CREEK VILLAGE II, PHASE 2, TIMESHARE CONDOMINIUM.

EXCEPT THAT PORTION WITHIN ELKHORN SUBDIVISION PHASE 2, AMENDED LOTS 24-28. (46-94).

EXCEPT THAT PORTION WITHIN ELKHORN SUBDIVISION PHASE 3, BOOK 48 PAGE 23. (48-23)

EXCEPT THAT PORTION WITHIN MOOSE HOLLOW CONDOMINIUM PHASE 1, BOOK 49 PAGE 9.

COMMENTS:

\*\*\* This description for taxation purposes only. \*\*\*

RUN DATE: 02-JUN-1999

EXHIBIT "A"

Legal Description of Golf Course

Tax lot descriptions:

DESCRIPTION OF PROPERTY	SERIAL NUMBER: 22-016-0006	TAXING UNIT
OWNER: WOLF CREEK ASSOCIATES	296 E 3250 N OGDEN UT 84414	203

DESCRIPTION OF PROPERTY: 99 R/P; ACRES: 56.23

PART OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 2640 FEET TO QUARTER SECTION LINE; THENCE WEST 1460.1 FEET; THENCE SOUTH 100 EAST 450 FEET; THENCE SOUTH 22D50' EAST 768 FEET; THENCE SOUTH 30D00' EAST 748.22 FEET; THENCE SOUTHERLY ALONG ROAD TO A POINT WHICH IS WEST 230 FEET, MORE OR LESS, NORTH 1D20' EAST 550 FEET AND WEST 1132 FEET FROM POINT OF BEGINNING; THENCE EAST 230 FEET, MORE OR LESS, SOUTH 1D20' WEST 550 FEET, EAST 1132 FEET TO POINT OF BEGINNING.

EXCEPT ANY PORTION WITHIN THE DEDICATED STREET IN BOOK 15 PLATS, PAGE 7 AND BOOK 31 PAGE 25.  
EXCEPT THE 2.06 ACRES OF LAND CONVEYED TO ZEANES P SMITH. (1195-754).

EXCEPT THAT PART DEEDED TO WOLF CREEK VILLAGE, INC. (1415-980).

EXCEPT THAT PART DEEDED TO JOHN H LAUB ON QUIT CLAIM DEED (1495-478).

EXCEPTING 22-016-0027 CONTAINING 2.11 ACRES DEEDED TO EDEN WATER WORKS COMPANY (BOOK 1561 PAGE 1893).

EXCEPTING 22-016-0028 CONTAINING 1.12 ACRES DEEDED TO WOLF CREEK TIMESHARE AND CONSTRUCTION, INC. (BOOK 1566 PAGE 459).

EXCEPT THAT PORTION DEDICATED AS WOLF CREEK VILLAGE 2, PHASE 2 AND PHASE 3. (46-50 AND 46-53).

EXCEPT THAT PORTION WITHIN MOOSE HOLLOW CONDOMINIUM PHASE 1, BOOK 49 PAGE 9.

COMMENTS:

\*\*\* This description for taxation purposes only. \*\*\*

RUN DATE: 02-JUN-1999

EXHIBIT "A"

Legal Description of Golf Course

DESCRIPTION OF PROPERTY	SERIAL NUMBER: 22-017-0002	TAXING UNIT
OWNER: WOLF CREEK ASSOCIATES	296 E 3250 N OGDEN UT 84414	203

DESCRIPTION OF PROPERTY: 98 R/P; ACRES: 34.23

BEGINNING AT A POINT ON THE NORTH LINE OF FAIRWAY OAKS AT WOLF CREEK PRUD PHASE I, SAID POINT BEING NORTH 00D20'47" EAST 400.01 FEET, AND SOUTH 89D14'39" EAST 73.37 FEET, AND NORTH 78D24'08" EAST 30.00 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, US SURVEY; RUNNING THENCE NORTH 9D21'06" EAST 220.00 FEET, MORE OR LESS, THENCE NORTH 75D20'45" EAST 38.6 FEET; THENCE NORTH 21D13'45" EAST 720.0 FEET; THENCE NORTH 36D41'45" EAST 612.3 FEET; THENCE NORTH 54D32'15" EAST 575.2 FEET; THENCE NORTH 81D55'30" EAST 218.2 FEET; THENCE SOUTH 14D47'00" WEST 250.4 FEET; THENCE SOUTH 12D25'30" WEST 334.7 FEET; THENCE SOUTH 86D41'30" EAST 214.6 FEET; THENCE NORTH 31D14'15" EAST 168.9 FEET; THENCE SOUTH 77D06'30" EAST 79.2 FEET; THENCE SOUTH 6D49'20" WEST 347.6 FEET; THENCE NORTH 52D41'10" WEST 137.5 FEET; THENCE SOUTH 16D09'15" WEST 765.8 FEET; THENCE SOUTH 31D34'30" WEST 289.2 FEET; THENCE NORTH 79D55'10" WEST 801.9 FEET; THENCE NORTH 18D30'45" EAST 347.2 FEET; THENCE NORTH 33D30'15" EAST 547.4 FEET; THENCE NORTH 85D41'20" EAST 743.7 FEET; THENCE SOUTH 52D41'10" EAST 137.5 FEET; THENCE SOUTH 5D20'30" WEST 677.2 FEET; THENCE SOUTH 8D24'30" WEST 352.0 FEET; THENCE SOUTH 84D03'30" EAST 758.1 FEET; THENCE SOUTH 56D21'00" EAST 401.0 FEET; THENCE SOUTH 2D57'30" WEST 54.3 FEET; THENCE NORTH 89D31'15" WEST 1443.74 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF FAIRWAY OAKS AT WOLF CREEK PRUD PHASE 2; THENCE NORTH 02D39'07" EAST 79.90 FEET; THENCE NORTH 20D25'22" WEST 81.47 FEET; THENCE NORTH 19D31'23" EAST 72.06 FEET; THENCE NORTH 43D02'33" EAST 61.58 FEET; THENCE NORTH 32D49'03" WEST 104.15 FEET; THENCE NORTH 89D16'03" WEST 685.81 FEET; THENCE NORTH 89D16'05" WEST 191.19 FEET, THENCE SOUTH 57D23'41" WEST 60.16 FEET, THENCE SOUTH 90D00'00" WEST 108.60 FEET, THENCE NORTH 05D10'41" WEST 36.25 FEET, THENCE ALONG A 500.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 56.02 FEET (LC=NORTH 08D23'16" WEST 55.99 FEET), THENCE SOUTH 78D24'08" WEST 30.00 FEET, MORE OR LESS, TO POINT OF BEGINNING.

RESERVING HOWEVER FROM THE ABOVE DESCRIBED PROPERTY RIGHTS-OF-WAY AND EASEMENTS FOR ALL PURPOSES ON INGRESS AND EGRESS, UTILITIES AND WATER LINE, INCLUDING CONSTRUCTION AND MAINTENANCE, WHICH EASEMENTS AND RIGHTS-OF-WAY ARE TO RUN WITH AND BE A PART OF THE LAND RETAINED BY THE GRANTORS, AND ARE DESCRIBED AS FOLLOWS: A 20 FOOT RIGHT-OF-WAY 10 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT 301.2 FEET NORTH 85 FEET EAST AND 110 FEET, NORTH 9D21'06" EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE NORTH 64D51' EAST 380 FEET, MORE OR LESS, TO GRANTORS PROPERTY LINE. A 50 FOOT RIGHT-OF-WAY 25 FEET EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: BEGINNING AT A POINT 301.2 FEET, NORTH 85.0 FEET, EAST AND 1932.8 FEET NORTH 48D46' EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING

EXHIBIT "A"

Legal Description of Golf Course

Tax lot descriptions:

PROPERTY LINE. A 20 FOOT RIGHT-OF-WAY 10 FEET EACH SIDE OF AND PARALLEL TO THE FOLLOWING DESCRIBED CENTERLINE; BEGINNING AT A POINT 301.2 FEET NORTH 85.0 FEET EAST AND NORTH 9D21'06" EAST 321.9 FEET 38.6 FEET NORTH 75D20'45" EAST 720.0 FEET NORTH 21D13'45" EAST AND 480 FEET NORTH 36D41'45" EAST FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, RUNNING THENCE SOUTH 20D00' EAST 325.0 FEET, MORE OR LESS, TO GRANTORS PROPERTY LINE. A 60 FOOT ROAD RIGHT-OF-WAY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF FAIRWAY OAKS AT WOLF CREEK PRUD PHASE 2, RUNNING THENCE NORTH 59D00' EAST 35 FEET, MORE OR LESS; THENCE NORTH 31D00' WEST 100 FEET, MORE OR LESS; THENCE SOUTH 79D55'10" WEST 38.4 FEET; THENCE NORTH 31D34'30" EAST 35 FEET; THENCE SOUTH 31D00' EAST 90.0 FEET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 170.0 FEET FOR AN ARC LENGTH OF 225.50 FEET; THENCE NORTH 73D00' EAST 109 FEET; THENCE SOUTH 8D24'30" WEST 33.8 FEET; THENCE SOUTH 84D03'30" EAST 72.9 FEET; THENCE SOUTH 73D00' WEST 161.33 FEET; THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 230 FEET FOR AN ARC LENGTH OF 275.2 FEET; THENCE SOUTH 59D00' WEST 50 FEET, MORE OR LESS, TO THE EAST LINE OF SAID SUBDIVISION; THENCE NORTHWEST 60 FEET TO BEGINNING.

COMMENTS:

\*\*\* This description for taxation purposes only. \*\*\*

RUN DATE: 02-JUN-1999

EXHIBIT "A"

Legal Description of Golf Course

Tax lot descriptions:

DESCRIPTION OF PROPERTY	SERIAL NUMBER: 22-017-0003	TAXING UNIT
OWNER: WOLF CREEK ASSOCIATES	296 E 3250 N OGDEN UT 84414	203

DESCRIPTION OF PROPERTY: 74 R/P; ACRES: 1.88

PART OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, WOLF CREEK SUBDIVISION NO. 1, RUNNING THENCE NORTH 68D50' EAST 329.08 FEET; THENCE SOUTHEASTERLY ALONG A CURVE OF RADIUS 1415.43 FEET TO THE LEFT, 127.64 FEET; THENCE SOUTH 26D20' EAST 54.46 FEET TO THE EAST LINE OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH ALONG SAID QUARTER SECTION LINE 239.44 FEET TO THE NORTH LINE OF LAND CONVEYED TO PATIO SPRINGS INC. (730-400); THENCE ALONG SAID PROPERTY LINE NORTH 58D21'00" WEST 397.63 FEET; THENCE NORTH 84D03'30" WEST 45.96 FEET; THENCE NORTH 5D20' WEST 61.40 FEET TO BEGINNING. CONTAINING 1.88 ACRES, ML.

COMMENTS:

\*\*\* This description for taxation purposes only. \*\*\*

RUN DATE: 02-JUN-1999

EXHIBIT "A"

Legal Description of Golf Course

Tax lot descriptions:

DESCRIPTION OF PROPERTY	SERIAL NUMBER: 22-021-0061	TAXING UNIT
OWNER: WOLF CREEK ASSOCIATES	296 E 3250 N OGDEN UT 84414	203

DESCRIPTION OF PROPERTY: 98 R/P; ACRES: 6.16

PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION; RUNNING THENCE EAST ALONG THE SECTION LINE TO THE NORTHEAST CORNER OF SAID SECTION; RUNNING THENCE SOUTH 165 FEET; THENCE WEST TO THE WEST LINE OF SAID NORTHEAST QUARTER SECTION; RUNNING THENCE NORTH 165 FEET TO THE PLACE OF BEGINNING.

EXCEPT ELKHORN SUBDIVISION PHASE 2, BOOK 42 PAGE 43.  
EXCEPT ELKHORN SUBDIVISION PHASE 2, LOTS 24-28 AMENDED (46-94)  
EXCEPT ELKHORN SUBDIVISION PHASE 3 BOOK 48 PAGE 23.

COMMENTS:

\*\*\* This description for taxation purposes only. \*\*\*

RUN DATE: 02-JUN-1999



EXHIBIT 'B'

Trendwest Parcel Legal Description

**WOLF CREEK**

**PHASE NO. 3**

A part of the South Half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the Westerly line of Wolf Creek Drive (a 66 foot wide right-of-way) which is 352.79 feet South 0°00'33" West along the Quarter Section line and 258.88 feet South 75°36'42" East from the Center of said Section 22; running thence South 25°18'44" West 218.78 feet along said Westerly line to the Northeast corner of Wolfcreek Village I, a time share condominium in Ogden Valley, Weber County, Utah; thence seven (7) courses along the Northerly line of said Wolfcreek Village I and Wolfcreek Village II, a time share condominium in Ogden Valley, Weber County, Utah as follows:

North 63°00'05" West 28.00 feet; North 84°27'48" West 36.43 feet; North 64°30'03" West 67.29 feet; North 79°59'48" West 40.95 feet; South 66°56'35" West 51.67 feet;

North 83°44'55" West 63.19 feet; South 63°08'53" West 44.20 feet; thence Northwesterly along the arc of a 49.14 foot radius curve to the left a distance of 17.60 feet (Central Angel equals 20°31'17" and Long Chord bears North 37°06'46" West 17.51 feet); thence

North 42°37'36" East 68.69 feet; thence North 16°23'22" East 202.68 feet; thence South 75°36'42" East 322.57 feet to the point of beginning.

Contains 67,935 Square Feet  
Or 1.560 Acres

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E# 1641933 BK2016 PG2214

At 22.016 - 0032, 0033, 0034

EXHIBIT 'B'

Trendwest Parcel Legal Description

WOLF CREEK

PHASE NO. 4

A part of the Southwest Quarter of Section 22, Township 7 North, Range 1 East,  
Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point which is 352.79 feet South 0°00'33" West along the Quarter Section  
line and 287.38 feet North 75°36'42" West from the Center of said Section 22; running thence  
South 75°36'42" East 223.69 feet; thence South 16°23'22" West 202.68 feet; thence  
South 42°37'36" West 68.69 feet to a point of curvature; thence Northwesterly along the arc of a  
49.14 foot radius curve to the left a distance of 17.60 feet (Central Angle equals 20°31'12" and  
Long Chord bears North 57°37'57" West 17.51 feet) to a point of tangency; thence  
North 67°53'36" West 106.25 feet; thence North 0°03'32" East 251.21 feet; thence  
South 75°36'42" East 223.69 feet to the point of beginning.

Contains 46,553 Square Feet  
Or 1.069 Acres

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At  
22.016.0033, 0034  
22.106.0001-0016

EXHIBIT 'B'

Trendwest Parcel Legal Description

WOLF CREEK / TRENDWEST RESORT INC – SUBDIVISION

WESTERN PARCEL DESCRIPTION (PART OF BUILDINGS 3 & 4 PLUS 80 UNITS)

A part of the South 1/2 of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly line of Wolf Creek Drive (66 foot right-of-way) being 352.79 feet South 0°00'33" West along the Quarter Section line and 258.89 feet South 75°36'42" East from the Center of said Section 22; and running thence South 86°31'00" West 801.13 feet and South 43°30'00" East 101.21 feet along the Northerly line of Wolf Creek Village II, a Time Share Condominium in Weber County, Utah; thence Southwesterly along the arc of a 245.50 foot radius curve to the left a distance of 133.55 feet (Central Angle equals 31°10'02" and Long Chord bears South 54°17'03" West 131.90 feet); thence North 35°52'46" West 173.54 feet; thence North 41°53'00" West 80.66 feet; thence South 47°35'44" West 164.12 feet; thence North 30°56'12" West 187.57 feet; thence North 36°45'57" West 292.66 feet; thence North 42°09'04" East 51.82 feet; thence North 71°55'50" East 39.43 feet; thence South 75°36'42" East 1355.69 feet to the point of beginning.

Contains 268,429 Square Feet  
Or 6.162 Acres

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27 016 - 0034

EXHIBIT 'B'

Trendwest Parcel Legal Description

**WOLF CREEK / TRENDWEST RESORT INC. - SUBDIVISION**  
**REMAINING PARCEL PLUS ROAD**

A part of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the Westerly line of Wolf Creek Drive (66 foot right-of-way) being 1072.00 feet South 0°00'33" West along the Quarter Section line and 115.75 feet North 89°59'27" West from the Center of Section 22; and running thence three (3) courses along said Westerly line as follows: Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 313.84 feet (Central Angle equals 6°54'29" and Long Chord bears South 40°10'36" West 313.65 feet) to a point of tangency; South 43°37'50" West 169.28 feet to a point of curvature and Southwesterly along the arc of a 2158.06 foot radius curve to the right a distance of 21.30 feet (Central Angle equals 0°33'56" and Long Chord bears South 43°54'48" West 21.30 feet); thence North 18°17'33" West 335.48 feet; thence North 21°30'34" West 60.65 feet; thence North 29°40'00" West 198.13 feet; thence North 22°30'44" West 235.32 feet; thence North 34°54'43" West 134.24 feet; thence North 20°02'54" West 38.28 feet; thence North 30°56'12" West 14.83 feet; thence North 47°35'44" East 164.12 feet; thence South 41°53'00" East 80.66 feet; thence South 35°52'46" East 173.54 feet; thence Southwesterly, Southerly and Southeasterly along the arc of a 245.50 foot radius curve to the left a distance of 498.78 feet (Central Angle equals 116°24'29" and Long Chord bears South 19°30'13" East 417.32 feet) to a point of compound curve; thence along the arc of a 65.50 foot radius curve to the left a distance of 25.04 feet (Central Angle equals 21°54'20" and Long Chord bears South 88°39'37" East 24.89 feet) to a point of tangency; thence North 80°23'13" East 117.78 feet; thence Southeasterly along the arc of a 142.62 foot radius curve to the right a distance of 109.39 feet (Central Angle equals 43°56'48" and Long Chord bears South 77°38'23" East 106.73 feet); thence South 55°39'59" East 103.97 feet to the point of beginning.

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EXHIBIT 'B'

Trendwest Parcel Legal Description

Wolf Creek Description – Continued.....

Page 2

EXCLUDING the Wolf Creek Water Well Parcel more particularly described as follows:

A part of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point being 1046.43 feet South 0°00'33" West along the Quarter Section line and 449.68 feet West from the center of said Section 22; and running thence South 15°08'01" East 39.29 feet; thence South 74°51'58" West 38.01 feet; thence North 15°08'01" West 39.29 feet and North 74°51'58" East 38.01 feet the point of beginning.

ALSO SUBJECT TO THE FOLLOWING:

A Well Parcel Access Easement over and across the following described parcel:

A part of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Westerly line of Wolf Creek Drive (66 foot right-of-way) being 1075.99 feet South 0°00'33" West along the Quarter Section line and 118.75 feet West from the center of said Section 22; and running thence Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 41.06 feet (Central Angle equals 0°54'13" and Long Chord bears South 37°17'04" West 41.05 feet) on said Westerly line of Wolf Creek Drive; thence North 55°39'59" West 89.08 feet; thence North 42°22'16" West 37.97 feet; thence Northwesterly along the arc of a 47.50 foot radius curve to the left a distance of 27.24 feet (Central Angle equals 32°51'12" and Long Chord bears North 66°03'58" West 26.87 feet); thence Southwesterly along the arc of a 112.62 foot radius curve to the left a distance of 38.64 feet (Central Angle equals 19°39'24" and Long Chord bears South 87°41'01" West 38.45 feet); thence South 77°51'18" West 72.24 feet; thence Southwesterly along the arc of a 4.50 foot radius curve to the left a distance of 7.07 feet (Central Angle equals 90°00'00" and Long Chord bears South 32°51'18" West 6.36 feet); thence South 12°08'42" East 19.63 feet; thence Southeasterly along the arc of a 82.50 foot radius curve to the right a distance of 33.56 feet (Central Angle equals 23°18'26" and Long Chord bears South 0°29'29" East 33.33 feet); thence North 81°21'59" West 64.75 feet; thence North 15°08'01" West 39.29 feet; thence South 74°51'58" West 38.01 feet; thence North 15°08'01" West 24.76 feet; thence North 20°29'54" East 25.00 feet; thence Southeasterly along the arc of a 255.50 foot radius curve to the left a distance of 36.59 feet (Central Angle equals 8°12'21" and Long Chord bears South 73°36'17" East 36.56 feet); thence Southeasterly along the arc of a 75.50 foot radius curve to the left a distance of 32.20 feet (Central Angle equals 24°26'15" and Long Chord bears

EXHIBIT 'B'

Trendwest Parcel Legal Description

Wolf Creek Description – Continued.....

Page 3

South 89°55'34" East 31.96 feet); thence North 77°51'18" East 108.47 feet; thence Southeasterly along the arc of a 137.62 foot radius curve to the right a distance of 111.64 feet (Central Angle equals 46°28'43" and Long Chord bears South 78°54'20" East 108.60 feet) and South 55°39'59" East 103.76 feet to the point of beginning.

Total (Remaining Parcel Plus Road Minus Well Parcel - Contains 193,771 Square Feet  
Or 4.448 Acres

**EXHIBIT "C"**

1. Deed of Trust by and between Wolfcreek Association, a Utah limited liability partnership, as Trustor, in favor of The Home Abstract and Title Company, Inc. as Trustee and Harvey Higley and Joan Higley as Beneficiary, to secure an original indebtedness of \$570,299.00 and any other amounts or obligations secured thereby, dated March 3, 1989, and recorded March 17, 1989 as Entry No. 1073020 in Book 1557 at page 721 of Official Records.

2. Matters of Record.

All easements and rights of way of record or enforceable at law or in equity