



\*W2703489\*

E# 2703489 PG 1 OF 29  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
22-Sep-14 0925 AM FEE \$76.00 DEP TT  
REC FOR: MERIDIAN TITLE COMPANY  
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

KRK WOLFCREEK, LLC  
9045 South 1300 East, Suite 101  
Sandy, Utah 84094

space above for Recorder's use

**UTAH DEED OF TRUST, ASSIGNMENT OF LEASES AND RENTS,  
SECURITY AGREEMENT AND FINANCING STATEMENT**

THIS INSTRUMENT (this "Trust Deed") is executed as of the 12th day of September, 2014, by **WCU, LLC, dba Wolf Creek Utah, LLC** (collectively, "Trustor"), whose address is 5577 East Elkhorn Drive Eden, UT 84310, in favor of **JOSEPH M.R. COVEY, ESQ.**, a Utah attorney, ("Trustee"), whose address is 101 South 200 East, Salt Lake City, Utah 84111, for the benefit of **KRK WOLFCREEK, LLC**, a Utah limited liability company ("Beneficiary"), whose address is 9045 South 1300 East, Suite 101, Sandy, Utah 94094.

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, and in order to secure for the benefit of Beneficiary the following obligations (collectively, the "Obligations"): (i) the timely payment and performance of the obligations of Trustor under this Trust Deed, under the promissory note (the "Note") of even date with this Trust Deed, executed by Trustor, as maker, in favor of Beneficiary, as payee, in the principal amount of ONE MILLION NINE HUNDRED THOUSAND and NO/100 DOLLARS (\$1,900,000.00), payable with interest as set forth in the Note, and under any other instruments given to further evidence or secure such obligations, as this Trust Deed, the Note or such other instruments may be extended, renewed, modified, amended or replaced from time to time; and (ii) the payment of any loans or advances made after the date of this Trust Deed for any purpose by Beneficiary to Trustor,

TRUSTOR CONVEYS, WARRANTS AND TRANSFERS TO TRUSTEE, IN TRUST, WITH POWER OF SALE, the following (for reference purposes only, the "Real Property"):

(A) The land (the "Land") located in Weber County, Utah, more particularly described in "Exhibit A" attached hereto;

TOGETHER WITH all minerals, oil, gas and other hydrocarbon substances located in, on or under the Land, and all air and water rights, rights-of-way, easements, tenements, hereditaments, possessory rights, claims (including mining claims), privileges and appurtenances belonging to, or used or enjoyed with, all or any part of the Land, including, without limitation, all right, title and interest of Trustor, now owned or acquired after the date of this Trust Deed, in and to any land lying in the bed of any street, road or avenue, open or proposed, in front of or adjoining the Land, and in and to all sidewalks and alleys and all strips and gores of land adjacent to or used in connection with the Land; and

(B) All buildings, structures and other improvements on or after the date of this Trust Deed located on the Land (collectively, the "Improvements"); and

TRUSTOR GRANTS TO BENEFICIARY A SECURITY INTEREST in the following (for reference purposes only, the "Personal Property") (the terms set forth below that are defined in the Utah

Uniform Commercial Code (the "UCC") shall have the respective meanings set forth in the UCC):

(A) All compensation granted and awards made for the taking by eminent domain or by any proceeding or purchase in lieu of eminent domain of the whole or any part of the Real Property, all proceeds of insurance paid as a result of the partial or total destruction of the Improvements, and all unearned premiums under all insurance policies now held or obtained after the date of this Trust Deed by Trustor relating to the Improvements;

(B) All goods, equipment, farm products, inventory, machinery, supplies, fixtures, furniture, furnishings, tools, appliances and other tangible personal property now owned or acquired by Trustor after the date of this Trust Deed and located on or necessary for construction on or operation of the Real Property, and any substitutions and replacements of, any attachments, accessions and additions to, and any proceeds or products from, such property;

(C) All businesses located on the Real Property and good will associated with such businesses, trademarks, trade names, logos and designs for the operations located on the Real Property, contract rights, deposit, escrow and other accounts, accounts receivable, chattel paper, instruments, documents, general intangibles, certificates, agreements, insurance policies, business records, plans and specifications, drawings, maps, surveys, studies, permits, licenses, zoning, subdivision development and other applications, filings and approvals and other intangible personal property now owned or acquired after the date of this Trust Deed by Trustor and used in connection with the ownership or operation of the Real Property, and any substitutions and replacements of, and any proceeds or products from, such property; and

(D) All water stock relating to the Land, and deposits and other security given to utility companies or governmental or quasi-governmental agencies in connection with the Real Property.

(The Real Property and the Personal Property are referred to in this Trust Deed collectively as the "Property," which shall mean, as applicable, all or any portion of, and interest in, the Property.)

**TRUSTOR AGREES WITH TRUSTEE AND BENEFICIARY AS FOLLOWS:**

1. Obligations; Certain Proceedings. Trustor shall timely pay and perform the Obligations and all obligations under any other encumbrance or lien on the Property. No such other encumbrance or lien shall be modified, increased or refinanced without the prior written consent of Beneficiary. Trustor shall maintain this Trust Deed as a valid lien on, and security interest in, the Property of equal priority to that created by this Trust Deed, shall preserve and protect Trustor's interests in the Property and the interests of Trustee and Beneficiary under this Trust Deed, and shall appear in and defend any action or proceeding which may affect the Property or the obligations of Trustor or the interests of Trustee or Beneficiary under this Trust Deed.

2. Maintenance and Use. Trustor shall (a) maintain the Property in good condition and repair, (b) comply with all laws, ordinances, rules, regulations, covenants, conditions and restrictions relating to the Property, (c) not permit nuisances to exist or commit or permit waste in or on the Real Property, (d) continuously operate and maintain the Property in a first-class manner, (e) promptly complete in a good and workmanlike manner any improvements which may be constructed, and promptly restore and repair in like manner any Improvements which may be damaged or destroyed, (f) permit Beneficiary and its representatives to inspect the Property at any time and conduct soil and other tests on the Property, (g) not remove any personal property or fixtures from the Real Property unless replaced immediately with similar property of at least equivalent value, (h) preserve and extend all rights, licenses, permits (including, without limitation, zoning variances, special exceptions, special permits and non-conforming uses), privileges, franchises and concessions which are applicable to the Real Property, and (i) immediately on discovery,

clean up all hazardous substances, hazardous wastes, pollutants and contaminants located on the Property. Trustor shall do or refrain from doing any act which, from the character or use of the Property, is reasonably necessary to protect and preserve the fair market value of the Property, any specific enumerations in this Trust Deed not limiting such general obligation. Trustor shall indemnify, defend and hold harmless Trustee and Beneficiary from and against all liabilities, claims, losses, damages, costs and expenses (including, without limitation, cleanup costs and attorneys' fees) directly or indirectly arising out of, related to or connected with any hazardous substances, hazardous wastes, pollutants or contaminants located on the Real Property. The liability of Trustor under the indemnity set forth in the immediately preceding sentence shall arise on the discovery of an unacceptable environmental condition and shall survive the exercise of the power of sale, foreclosure of this Trust Deed as a mortgage or any other event. (As used in this Trust Deed, the terms "hazardous substances," "hazardous wastes," "pollutants" and "contaminants" mean any substances, wastes, pollutants or contaminants included within those respective terms under any law, ordinance, rule or regulation, whether now existing or enacted or amended after the date of this Trust Deed.)

3. Development. Without Beneficiary's prior written consent, Trustor shall not do any of the following: (a) make any material change to the Real Property or to the use of the Real Property; (b) drill for or extract from the Land any minerals, oil, gas or other hydrocarbon substances, or permit the same to occur; (c) initiate or support any zoning reclassification of the Real Property, seek any variance under existing zoning ordinances applicable to the Real Property or use or permit the use of the Real Property in a manner which would be a nonconforming use under applicable zoning ordinances; (d) impose any covenants, conditions, restrictions, easements or rights-of-way on the Real Property, execute or file any subdivision plat affecting the Real Property or consent to the annexation of the Real Property to any municipality; (e) permit the Real Property to be used by any person in such manner as might make possible a claim of adverse usage or possession or of implied dedication or easement or (f) pledge, lien, encumber or convey any density units or similar rights related to the Real Property.

4. Payment of Certain Impositions. Trustor shall pay when due all taxes, assessments and charges relating to or levied against the Property, including, without limitation, real and personal property taxes, general and special assessments, utility charges, mechanics' and materialmen's charges, and charges arising from any covenants, conditions or restrictions relating to the Real Property. Trustor shall also pay to Beneficiary the amount of all taxes, assessments and charges which may be levied by any governmental authority on this Trust Deed, the Obligations or Beneficiary by reason of the interest of Beneficiary under this Trust Deed; provided, that if the same cannot legally be paid by Trustor, Beneficiary may declare a default under this Trust Deed. Upon Beneficiary's request, Trustor shall deliver to Beneficiary official receipts of the appropriate taxing or other authority or other proof satisfactory to Beneficiary within ten (10) days after the date any such taxes, assessments or charges are due and payable, evidencing the payment of such taxes, assessments or charges (excluding payment of routine utility charges, unless directed to do so by Beneficiary). Trustor may contest in good faith the validity of any mechanic's or materialman's lien, provided that Trustor first deposits with Beneficiary security for such lien in form and amount acceptable to Beneficiary, and then causes such lien to be removed.

5. Insurance. Trustor shall maintain insurance policies (collectively, the "Policies") with respect to the Property, in amounts and forms and with deductibles acceptable to Beneficiary, providing: (a) hazard insurance with special causes of loss including theft coverage, insuring against fire, extended coverage risks, vandalism, malicious mischief and such other risks as Beneficiary may require, with replacement cost coverage and agreed value endorsement; (b) insurance against business interruption and loss of rental income, including full loss of rents coverage (including any percentage rents); (c) comprehensive boiler and machinery coverage; (d) commercial general liability insurance; (e) during any construction, restoration or repair of the Improvements, (i) workers' compensation insurance (including employer's liability insurance, if requested by Beneficiary), and (ii) builder's completed value risk insurance against "all risks of physical loss," including collapse and transit coverage; and (f) such other insurance as

may from time to time be required by Beneficiary against the same or other hazards. The hazard insurance policy shall contain a standard lender's loss payable endorsement, in favor of and in a form acceptable to Beneficiary. Beneficiary shall be named as an additional insured under the liability insurance policy, and such insurance shall be primary and non-contributing in the event of loss with any other insurance Beneficiary may carry. The insurers concerned shall agree that the coverage under the Policies will not be modified or cancelled unless at least thirty (30) days' advance written notice of the proposed modification or cancellation has been given to Beneficiary. Beneficiary may review the Policies from time to time and require that the Policies be modified so as to protect Beneficiary's interests. Trustor shall deliver to Beneficiary (at the option of Beneficiary) either the originals of the Policies or certificates duly executed by the insurers evidencing such insurance coverage. All renewal and replacement policies must be delivered to Beneficiary at least fifteen (15) days before the expiration of the old policies.

6. Reserve. On written notice by Beneficiary to Trustor, Trustor shall pay to Beneficiary on the first day of each month an amount equal to one-twelfth (1/12) of all taxes, assessments and insurance premiums required to be paid under this Trust Deed by Trustor, in such manner as to provide Beneficiary with sufficient funds to pay such taxes, assessments and premiums at least thirty (30) days prior to their respective due dates. Such funds may be commingled with other funds of Beneficiary, shall not bear interest and shall periodically be used by Beneficiary for the payment of such taxes, assessments and premiums. Nothing contained in this Trust Deed shall cause Beneficiary to be deemed a trustee of such funds or to be obligated to pay any amounts in excess of such funds. If such funds are insufficient to pay all of such taxes, assessments and premiums, Trustor shall immediately pay the deficiency to Beneficiary. So long as all interest payments are timely made, and taxes and insurance are paid with 15 days of being due, Beneficiary will not require Trustor to make the reserve payments.

7. Condemnation or Damage. Trustor shall immediately give written notice to Beneficiary of the institution of any proceedings for the taking of the Property or of the occurrence of any damage to the Property, and Beneficiary shall receive all compensation, awards and insurance and other proceeds (collectively, the "Proceeds") distributed in connection with such taking or damage. Each person concerned is authorized and directed to make payments for such taking or damage directly to Beneficiary, instead of to Beneficiary and Trustor jointly. Beneficiary may, but shall not be obligated to, commence, appear in and prosecute in its own name any action or proceeding and make any compromise or settlement in connection with such taking or damage. After deducting from the Proceeds all costs and expenses (including attorneys' fees) incurred by Beneficiary in connection with such action, proceeding, compromise or settlement, Beneficiary may use the Proceeds to reduce the Obligations (whether or not then due) or to restore or repair the Property damaged. If Beneficiary determines to use the Proceeds for restoration and repair of the Property, the Proceeds shall be made available to Trustor for use in restoring or repairing the Property in accordance with plans and specifications and construction arrangements approved by Beneficiary. Beneficiary or its nominee shall hold the Proceeds and from time to time shall, on compliance with such conditions or requirements as may be imposed by Beneficiary, disburse portions of the Proceeds to Trustor or to those entitled to the Proceeds as progress is made on such restoration and repair. If any of the Proceeds remain after the entire costs of such restoration and repair have been paid, Beneficiary may use such remaining Proceeds to reduce the Obligations (whether or not then due) or may remit the same to Trustor.

8. Assignment of Leases and Rents. Trustor absolutely, irrevocably and unconditionally assigns to Beneficiary all present and future leases, subleases and rental agreements covering the Property (collectively, the "Leases"), and all rents, issues, profits and income (including security deposits) arising from the Property (collectively, the "Rents"), together with the right, power and authority to enforce the Leases, collect the Rents and apply the Rents to any of the Obligations. Notwithstanding anything contained in this Trust Deed to the contrary, the assignment set forth in the preceding sentence is an absolute, irrevocable and unconditional present assignment from Trustor to Beneficiary and not merely the passing of a security interest. Trustor may, on behalf of Beneficiary, enforce the Leases and collect the

Rents (but not more than one (1) month in advance) at any time a default does not exist under this Trust Deed and an event or condition does not exist which with the giving of notice or lapse of time or both would result in a default under this Trust Deed. Trustor shall hold the Rents so collected in trust for Beneficiary and shall use so much of the Rents as is required for the satisfaction of the Obligations. On the occurrence of a default under this Trust Deed or an event or condition which with the giving of notice or lapse of time or both would result in a default under this Trust Deed, the right of Trustor to enforce the Leases and collect the Rents shall automatically terminate, and Trustor shall immediately pay to Beneficiary all of the Rents then held by Trustor. All tenants, lessees and other persons having any obligation to make any payment in connection with the Property are authorized and directed to make such payment directly to Beneficiary on the demand of Beneficiary. The receipt by Beneficiary of such payment shall be a good and sufficient discharge of the obligation of the tenant, lessee or other person concerned to make the payment connected with the amount so received by Beneficiary. Nothing contained in this Section shall be construed to make Beneficiary a mortgagee in possession or make Beneficiary responsible for any matters relating to the Property or the Leases.

9. Leasing Requirements; Termination of Leases on Foreclosure. Without the prior written consent of Beneficiary, Trustor shall not enter into, modify, terminate or accept a surrender of any Leases, permit the assignment of any Leases or accept payment of more than one (1) installment of rent due under any Leases prior to its due date. Trustor shall timely comply with all of the terms, covenants and conditions as landlord under the Leases. Trustor shall promptly notify Beneficiary in writing of (a) the default by a lessee under any of the Leases, (b) the commencement of any action by any lessee against Trustor, or by Trustor against any lessee, or (c) the receipt of a written notice by Trustor from any lessee claiming that Trustor is in default under a Lease. Trustor shall promptly deliver to Beneficiary a copy of any process, pleading or notice given or received by Trustor in reference to any such action or claim. Prior to entering into any Lease, Trustor shall furnish a copy of the proposed Lease to Beneficiary for its approval. If Beneficiary conditions its approval of a Lease on certain changes being made to such Lease, Trustor shall make all of such changes prior to the execution of such Lease. Immediately on the execution of any Lease, an executed copy of such Lease shall be furnished to Beneficiary. On foreclosure of this Trust Deed (whether pursuant to the power of sale which is available under this Trust Deed or pursuant to foreclosure of this Trust Deed as a mortgage), none of the Leases shall be terminated by application of the doctrine of merger, as a matter of law or as a result of such foreclosure, unless Beneficiary or the purchaser at the foreclosure sale shall so elect in writing. No act by or on behalf of Trustee, Beneficiary or any such purchaser shall constitute or result in termination of any Lease unless Beneficiary or such purchaser shall give written notice of such termination to the lessee under such Lease.

10. Transfers and Encumbrances. Without the prior written consent of Beneficiary, which may be withheld by Beneficiary in its sole discretion, Trustor shall not, directly or indirectly, do any of the following: (a) sell, convey, assign or transfer the Property, the Leases or the Rents, or contract to do so, voluntarily, involuntarily or by operation of law; or (b) subject the Property, the Leases or the Rents to any mortgage, deed of trust or other security device (whether senior or junior to this Trust Deed). A change in the composition, ownership or control of Trustor shall be deemed to be a transaction described in the preceding sentence. Beneficiary's consent to one or more of such transactions shall not be a waiver of the right to require such consent with respect to any subsequent or successive transactions. Such consent of Beneficiary may be conditioned on satisfaction of such requirements as Beneficiary may impose.

11. Mortgagee Title Insurance. Trustor shall provide to Beneficiary a policy of title insurance insuring the lien of this Trust Deed, in form and amount, and issued by a company, acceptable to Beneficiary.

12. Financial and Rental Statements; Records and Books. Within thirty (30) days after request by Beneficiary, which request may be made from time to time, Trustor shall deliver to Beneficiary an

accurate and complete list of the Leases, setting forth, for each Lease, the names of each lessee, the space covered, the term, the amount of any security deposit, the amount of rental payable and such other information as Beneficiary may request. Within ninety (90) days after the end of each fiscal year of the Property, Trustor shall furnish to Beneficiary financial statements accurately reflecting the results of the Property's operation for the preceding fiscal year, a statement accurately reflecting the then status of the Property, and complete financial statements for Trustor, together with such other information as may be requested by Beneficiary. Said statements and other information shall be prepared in a form and certified by a person acceptable to Beneficiary. Trustor shall maintain adequate records and books of account relating to the Property and its own financial affairs sufficient to permit the preparation of such statements. Beneficiary may examine, copy and audit such records and books of accounts from time to time on request.

13. Representations and Warranties. Trustor covenants with, and represents and warrants to, Trustee and Beneficiary that all of the following statements are true as of the date of this Trust Deed and will remain true: (a) Trustor is lawfully seized of indefeasible fee simple marketable title to the Real Property; (b) this Trust Deed has been duly executed by Trustor, and the Property has been duly conveyed to Trustee under this Trust Deed; (c) the Property is free and clear of all liens, encumbrances and interests of third parties not approved in writing by Beneficiary; (d) Trustor will defend title to the Property against all claims and demands; (e) all of the Personal Property has been paid for in full, is owned solely by Trustor and is not used and was not bought for personal, family or household purposes; and (f) all obligations incurred by Trustor in connection with or which relate to the Property are current and without default.

14. Default. Trustor shall be in default under this Trust Deed on the occurrence of any of the following: (a) Trustor fails to timely pay or perform any of the Obligations; (b) an event of default occurs under any lien or encumbrance affecting the Property; (c) Trustor or any guarantor of the Obligations (i) files a voluntary petition in bankruptcy or files a petition or answer seeking or acquiescing in a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation relating to bankruptcy, insolvency or other relief for debtors, (ii) consents to or acquiesces in the appointment of a trustee, receiver or liquidator of Trustor or such guarantor, the Property or the Rents, (iii) makes a general assignment for the benefit of creditors, or (iv) admits in writing its inability to pay its debts generally as they become due; (d) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Trustor or such guarantor seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future law or regulation relating to bankruptcy, insolvency or other relief for debtors; (e) a trustee, receiver or liquidator of Trustor, such guarantor, the Property or the Rents is appointed without the consent or acquiescence of Trustor or such guarantor; (f) a writ of execution, attachment or similar process is issued or levied against the Property or the Rents or a judgment involving monetary damages is entered against Trustor which becomes a lien on the Property or the Rents; (g) any representation or warranty contained in this Trust Deed or in any other instrument executed by Trustor is or becomes untrue; (h) a change occurs in the condition or affairs (financial or otherwise) of Trustor or such guarantor which materially impairs Beneficiary's security or increases its risks, or (i) the Trustor records or allows to be recorded against the Property any subordinate financing or otherwise encumbers the Property without the prior written approval from the Beneficiary.

15. Remedies. On a default under this Trust Deed, Trustee or Beneficiary may (but is not obligated to) do any one or more of the following: (a) without notice or demand on Trustor and without releasing Trustor from any of the Obligations, pay or perform a portion or all of the Obligations that Trustor has failed to pay or perform, and Trustor shall immediately reimburse Trustee and Beneficiary for all costs and expenses (including attorneys' fees) incurred in connection with such payment or performance, with interest on such costs and expenses at fifteen percent (15%) per annum (the "Default Rate"), both before and after judgment; (b) declare all of the Obligations immediately due and payable and charge interest on the Obligations then outstanding at the Default Rate, both before and after judgment; (c) exercise the power of

sale under applicable law; (d) foreclose this Trust Deed in the manner provided by law for the foreclosure of mortgages on real property; (e) exercise all of the rights and remedies of a secured party under the UCC (whether now existing or created after the date of this Trust Deed), including, without limitation, the right to require Trustor to assemble and make available to Beneficiary the Personal Property at a place designated by Beneficiary; (f) take possession or appoint a receiver to take possession of and (without liability or obligation) (i) hold, occupy, operate, use, maintain, repair and conserve the value of the Property, (ii) make, modify, enforce and terminate the Leases, (iii) collect the Rents and (after deducting from the Rents maintenance and operating expenses, including reasonable management fees) apply the same to the Obligations, and (iv) exercise such other powers as may be fixed by the court; (g) offset the Obligations against any amounts owed by Beneficiary to Trustor and apply toward the Obligations all funds of Trustor which Beneficiary may have in its possession or under its control; (h) if permitted by applicable law, sue on the Obligations; or (i) exercise any other rights and remedies available at law or in equity. A receiver appointed pursuant to this Section may be appointed without notice to Trustor, and without regard to whether the Property is in danger of being lost, removed or materially injured, whether the Property or any other security is sufficient to discharge the Obligations or whether Beneficiary forecloses this Trust Deed judicially or nonjudicially, it being the intention of Trustor to authorize the appointment of a receiver when Trustor is in default under this Trust Deed and Beneficiary has requested the appointment of a receiver. Trustor consents to the appointment of the particular person (including an officer, director, partner or employee, as the case may be, of Beneficiary) designated by Beneficiary as "receiver" and waives any right to suggest or nominate any person as receiver in opposition to the person designated by Beneficiary. Neither the entering on and taking possession of the Property nor the collection and application of the Rents as aforesaid shall cure or waive any default or notice of default under this Trust Deed, invalidate any act done pursuant to such notice of default or operate to postpone or suspend any of the Obligations. No remedy provided in this Trust Deed shall be exclusive of any other remedy at law or in equity (whether now existing or created after the date of this Trust Deed), and all remedies under this Trust Deed may be exercised concurrently, independently or successively from time to time. The failure on the part of Trustor or Beneficiary to promptly enforce any right under this Trust Deed shall not operate as a waiver of such right, and the waiver of any default shall not constitute a waiver of any subsequent or other default.

16. Power of Sale; Foreclosure. The procedures relating to the exercise of the power of sale or foreclosure of this Trust Deed as a mortgage shall be governed by then existing law, or to the extent such procedures are not covered by then existing law, by law existing as of the date of this Trust Deed. Following foreclosure of this Trust Deed as a mortgage, the purchaser at the sale held pursuant to judicial decree shall be entitled to possession of the Property during any period of redemption. If a deficiency remains after application of the proceeds of sale following default under this Trust Deed (whether such sale is held pursuant to the exercise of the power of sale or judicial decree), Trustor shall pay the same to Beneficiary immediately on determination of the amount of such deficiency. Such deficiency shall bear interest at the Default Rate, both before and after judgment.

17. Security Agreement; Fixture Filing. This Trust Deed constitutes a security agreement with respect to all personal property and fixtures in which Beneficiary is granted a security interest under this Trust Deed, and Beneficiary shall have all of the rights and remedies of a secured party under the UCC (whether now existing or created after the date of this Trust Deed), as well as any other rights and remedies available at law or in equity. This Trust Deed, with Trustor, as debtor, and Beneficiary, as secured party, also constitutes a fixture filing with respect to any part of the Property which is or may become a fixture. The record owner of the Real Property is Trustor. Trustor shall immediately notify Beneficiary if the name or identity of Trustor is changed, or if the place of business of Trustor is changed to an address different from the address for Trustor set forth in the first paragraph of this Trust Deed. With respect to any instrument or chattel paper covered by this Trust Deed, neither Trustor nor Beneficiary need take any steps to preserve rights against prior parties. A carbon, photographic or other reproduction of a financing statement is sufficient as a financing statement. Trustor irrevocably authorizes Beneficiary at any time and

from time to time to file in any filing office in any UCC jurisdiction any initial financing statements and amendments thereto that indicate that (a) indicate the "collateral" (i) as all assets of Trustor or words of similar effect, regardless of whether any particular asset comprised in the Property falls within the scope of Article 9 of the UCC or such jurisdiction, or (ii) as being of an equal or lesser scope or with greater detail, and (b) contain any other information required by part 5 of Article 9 of the UCC for the sufficiency or filing office acceptance of any financing statement or amendment.

18. Waiver. Trustor waives, to the fullest extent permitted by law, any right (a) to obtain a partial release of the Property from the lien of this Trust Deed by paying less than all of the Obligations, (b) to partially redeem the Property by paying less than the amount necessary to effect redemption in full, (c) to have the Property or any other property securing the Obligations marshalled on the foreclosure of the lien of this Trust Deed, and agrees that any court having jurisdiction to foreclose such lien may order the Property and such other property sold as an entirety, (d) to direct the order of the sale of the Property or any other property securing the Obligations, and agrees that Beneficiary may exhaust the security given for the Obligations in any order, and (e) relating to procedural or substantive limitations on the recovery of any deficiency, such as those set forth in Section 57-1-32 of the Utah Code Ann., as amended, including, without limitation, any requirement that Trustee or Beneficiary establish a deficiency in connection with the indebtedness secured by this Trust Deed prior to the time that all of the security given for payment of the Obligations has been exhausted. Trustor further waives and relinquishes all exemptions and homestead rights which may exist with respect to the Real Property, and agrees not to file a declaration of homestead with respect to the Real Property.

19. Expenses and Fees. Trustor shall pay all costs, expenses and fees (including, without limitation, trustee's and attorneys' fees) which are incurred by Trustee or Beneficiary in connection with the Obligations, this Trust Deed, the servicing of the indebtedness secured by this Trust Deed and the enforcement or protection of the rights and interests of Trustee or Beneficiary under this Trust Deed, including, without limitation, the monitoring of any insolvency or bankruptcy proceedings, with interest on such costs, expenses and fees at the Default Rate, both before and after judgment.

20. Further Assurances. Trustor shall at any time and from time to time, on request of Beneficiary, take or cause to be taken any action, and execute, acknowledge, deliver or record any further instruments, which Beneficiary deems necessary or appropriate to carry out the purposes of this Trust Deed and to perfect and preserve the lien and security interest intended to be created and preserved in the Property. Trustor also agrees to work for and cooperate with the Beneficiary in an effort to secure zoning or other changes to property that the Beneficiary owns in proximity to the Real Property.

21. Request for Notices. Trustor requests that a copy of any notice of default and a copy of any notice of sale under this Trust Deed be mailed to Trustor at the address of Trustor set forth in the first paragraph of this Trust Deed.

24. Miscellaneous. Time is of the essence of this Trust Deed. This Trust Deed shall be binding on Trustor and shall inure to the benefit of Trustee and Beneficiary and their respective successors and assigns. The liability of each person executing this Trust Deed as Trustor shall be joint and several. The invalidity or unenforceability of any provision of this Trust Deed shall in no way affect the validity or enforceability of any other provision. This Trust Deed shall be governed by and construed in accordance with the laws of the State of Utah. Section captions and defined terms in this Trust Deed are for convenience of reference only and shall not affect the construction of any provision of this Trust Deed. All pronouns shall be deemed to refer to the masculine, feminine or neuter or singular or plural, as the identity of the parties may require.

IN WITNESS WHEREOF, Trustor has executed this Trust Deed on the date set forth below, to be



effective as of the date first set forth above.

TRUSTOR:

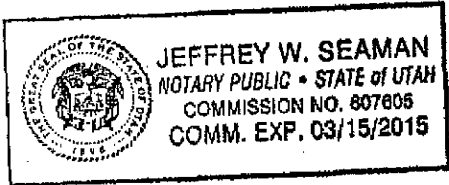
WCU, LLC,  
 a Utah limited liability company  
~~DRA WOLF CREEK UTAH, LLC~~

By: [Signature]  
 Name: John C. Lewis  
 Title: President

State of Utah )  
 )  
 County of Salt Lake ) ss.

On the 12<sup>th</sup> day of September, 2014 personally appeared before me John C. Lewis, who indicated that he is the manager of WCU, LLC a Utah limited liability company, and being authorized so to do, executed the foregoing instrument for the purposes therein contained.

[Signature]  
 Notary Public



## Exhibit "A"

Parcel 1: [22-016-0011] *SPB*

Part of the West half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey; beginning South 89°31'15" East 1204.89 feet and South 10°00' East 154.81 feet from the West Quarter corner of said Section 22; running thence South 10°00' East 282.64 feet; thence South 22°50' East 108.33 feet; thence South 67°10' West 149.29 feet; thence North 35°12'08" West 309.25 feet, more or less, thence Northeasterly along the arc of a 200 foot radius curve to the left a distance of 160.57 feet, thence North 80°00' East 183.60 feet to beginning.

Parcel 2: [22-016-0085] *UK*

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 which is North 520.00 feet, North 10°30'49" East 947.00 feet and North 79°20'11" West 40.00 feet from the South Quarter corner of said Section 22; running thence South 10°30'49" West 105 feet; thence North 70°29'11" West 136.47 feet; thence North 50°50'18" West 145.70 feet to the South line of Wolf Creek Drive (an existing dedicated road); thence Northeasterly along the arc of a regular curve to the left 98.95 feet ( $r=2669.00$  feet); thence South 52°57'45" East 117.68 feet; thence South 79°29'11" East 113.22 feet to the place of beginning.

## Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the East One-Half of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the intersection of the grantors South property line with the existing East right of way line of said State Highway SR-158 at a point 1335.24 feet South 00°17'28" West along the Quarter Section line and 237.10 feet West from the center of said Section 22, running thence South 43°30'53" East 26.63 feet along said South property line, thence Northeasterly 11.97 feet along the arc of a curve to the left having a radius of 943.00 feet (Note: Chord bears North 37°34'57" East for a distance of 11.97 feet); thence North 37°13'08" East a distance of 62.29 feet; thence Northeasterly 318.19 feet following the arc of a curve to the left, having a radius of 3633.00 feet (Note: Chord bears North 34°42'32" East for a distance of 318.19 feet) to said East right of way line; thence Southwesterly 388.40 feet along said East Right of Way line following along the arc of a curve to the right, having a radius of 2669.00 feet (Note: Chord bears South 39°03'13" West for a distance of 388.06 feet) to the point of beginning. (Entry No. 2579181)

Parcel 3: [~~22-016-0091~~]*22-016-0098*

Part of the South half and the Northeast quarter of Sections 22, Township 7 North, Range Salt Lake Base & Meridian.

**Southwest quarter:**

Beginning at the Southeast corner of the Southwest quarter of Section 22; running thence North  $00^{\circ}30'27''$  East 2677.19 feet; along the East line of the Southwest quarter of Section 22; to the North line of the Southwest quarter of Section 22; thence North  $89^{\circ}14'39''$  West 1460.1 feet; along the North boundary line of the Southwest quarter of Section 22; thence South  $10^{\circ}00'00''$  East 450 feet; thence South  $22^{\circ}50'00''$  East 768 feet; thence South  $30^{\circ}00'00''$  East 748.22 feet; thence Southerly along a road to a point which is West 230 feet, more or less, North  $01^{\circ}20'00''$  East 550 feet and North  $89^{\circ}07'33''$  West 1132 feet from the point of beginning; thence Easterly 230 feet more or less; thence South  $01^{\circ}20'00''$  West 550 feet; to the South line of the Southwest quarter of Section 22; thence South  $89^{\circ}07'33''$  East 1132 feet; along the South line of the Southwest quarter corner of Section 22; to the point of beginning.

Excepting therefrom any portion lying within the dedicated street recorded in Book 15 of Plats, Page 7, records of Weber County, Utah.

Excepting therefrom any portion lying within the dedicated street recorded in Book 31 of Plats, Page 25, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Zeanes P. Smith, recorded in Book 1195 of Records, Page 754, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Village Inc., recorded in Book 1415 of Records, Page 980, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to John H. Laub, recorded in Book 1495 of Records, Page 478, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Eden Water Works Company, recorded in Book 1561 of Records, Page 1893, records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Timeshare and Construction Inc. recorded in Book 1566 of Records, Page 459, records of Weber County, Utah.

Excepting therefrom any portion lying within that portion dedicated as Wolf Creek Village 2, Phase 2 and Phase 3, recorded in Book 46 of Records, Page 50, and Book 46 of Records, Page 53, respectively; records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as Moose Hollow Condominium, Phase 1, Phase 2, Phase 4, Phase 5 and Phase 6, recorded in Book 49, Page 9, of records, Book 52, Page 74 of records, Book 59, Page 51 of records, Book 61, Page 56 of records and Book 63, page 82 of records, respectively; records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Timeshare and Construction Inc., recorded in Book 2015 of Records, Page 544, records of Weber County, Utah.

Excepting therefrom any portion lying within that portion dedicated as: Worldmark, The Club at Wolf Creek Village Phase 1, in Book 50, Page 59; Worldmark, The Club at Wolf Creek Village Phase 2, in Book 51, Page 16; Wolf Creek Village II, Phase 2, in Book 46, Page 50; Wolf Creek Village II, Phase 3, in Book 46, Page 53; Wolf Creek Village II, in Book 33, Page 10; Wolf Creek Village - Phase 1, in Book 25, Page 16; Wolf Creek Village - Phase 1, 1st Amendment, in Book

64, Page 2; Wolf Creek Village - Phase 1, 2nd Amendment, in Book 69, Page 12, in the Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Trendwest Resorts. Inc., Recorded as Entry No. 1641932.

Excepting therefrom any portion lying within the property deeded to Wolf Creek Properties LC, recorded as Entry No. 2210707.

Excepting therefrom any portion lying South and West of Moose Hollow Drive (3600 North Street).

Excepting therefrom any portion dedicated as Welcome Center Subdivision in Book 68, Page 75.

Excepting therefrom any portion lying within the property deeded to Utah Department of Transportation, recorded as Entry No. 2497734 and 2525740, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as Powder Canyon Condominium Project, Phase 1, recorded in Book 68 of Plats, Page 9, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property deeded to Powder Canyon, LLC, recorded as Entry No. 2319626, Records of Weber County, Utah.

Exception therefrom any portion lying within the property deeded to the Edward Allain Adair and Cheryl Kathryn Browning Adair Family Trust, recorded as Entry No. 2402026, Records of Weber County, Utah.

Excepting therefrom any portion lying within the property dedicated as The Cascades at Moose Hollow Condominium Phase 1, recorded in Book 56 of Plats, Page 56, Records of Weber County, Utah.

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: A circular parcel of land having a radius of 100.00 feet and a center point located South 89°07'33" East 2206.91 feet along the Southerly line of said Section 22 and North 00°00'00" East 1596.75 feet from the Southwest corner of said Section 22. Together with an easement for ingress and egress purposes over and across existing maintenance roads with in the grantor's land for access to the above described parcel of land. And easement 10.00 feet in width lying 5.00 feet on each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel of land. The approximate center line of the easement is depicted on the attached photo as dotted line. (E#2514198)

Excepting therefrom: That portion of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows: Commencing at the Southwest corner of said Section 22; thence South 89°07'33" East 1871.99 feet along the Southerly line of said Section 22; thence North 00°00'00" East 1534.93 feet from the Southwest corner of said Section 22 to the point of beginning; thence South 18°54'58" West 138.36 feet to the beginning of a curve concave Northerly having a radius of 25.00 feet; thence Westerly 55.83 feet along said curve through a central angle of 127°57'25" to the beginning of a compound curve concave Easterly having a radius of 135.00 feet; thence

Northerly 92.74 feet along said curve through a central angle of  $39^{\circ}21'32''$  to the beginning of a reverse curve concave Westerly having a radius of 447.51 feet; thence Northerly 340.69 feet along said curve through a central angle of  $43^{\circ}37'07''$  to the beginning of a reverse curve concave Easterly having a radius of 175.00 feet; thence Northerly 137.17 feet along said curve through a central angle of  $44^{\circ}54'41''$  to the beginning of a compound curve concave Southeasterly having a radius of 50.00 feet; thence Northeasterly 72.45 feet along said curve through a central angle of  $83^{\circ}01'14''$  to the beginning of a compound curve concave Southwesterly having a radius of 35.00 feet; thence Southeasterly 43.72 feet along said curve through a central angle of  $71^{\circ}34'43''$  to the beginning of a reverse curve concave Northeasterly having a radius of 45.00 feet; thence Southeasterly 44.35 feet along said curve through a central angle of  $56^{\circ}28'27''$ ; thence South  $74^{\circ}21'01''$  East 19.11 feet to the beginning of a curve concave Southwesterly having a radius of 20.00 feet; thence Southeasterly 18.85 feet along said curve through a central angle of  $53^{\circ}59'44''$ ; thence South  $20^{\circ}21'17''$  East 22.21 feet to the beginning of a curve concave Westerly having a radius of 100.00 feet; thence Southerly 17.13 feet along said curve through a central angle of  $09^{\circ}48'46''$  to the beginning of a reverse curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly 52.78 feet along said curve through a central angle of  $30^{\circ}14'33''$  to the beginning of a reverse curve concave Southwesterly having a radius of 100.00 feet; thence Southeasterly 51.32 feet along said curve through a central angle of  $29^{\circ}24'13''$  to the beginning of a reverse curve concave Northeasterly having a radius of 100.00 feet; thence Southeasterly 53.38 feet along said curve through a central angle of  $30^{\circ}34'55''$  to the beginning of a reverse curve concave Westerly having a radius of 100.00 feet; thence Southerly 71.01 feet along said curve through a central angle of  $40^{\circ}41'00''$ ; thence South  $01^{\circ}16'46''$  East 66.23 feet to the beginning of a curve concave Westerly having a radius of 100.00 feet; thence Southerly 52.28 feet along said curve through a central angle of  $29^{\circ}57'22''$  to the beginning of a reverse curve concave southeasterly having a radius of 100.00 feet; thence Southwesterly 17.04 feet along said curve through a central angle of  $09^{\circ}45'38''$  to the point of beginning. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. And easement 10.00 feet in width lying 5.00 feet each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel of land, the approximate center line of the easement is depicted on the attached photo as a dotted line. (E#2514202)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the East One-Half of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the intersection of the grantors South property line with the existing East right of way line of said State Highway SR-158 at a point 1335.24 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 237.10 feet West from the center of said Section 22, running thence South  $43^{\circ}30'53''$  East 26.63 feet along said South property line, thence Northeasterly 11.97 feet along the arc of a curve to the left having a radius of 943.00 feet (Note: Chord bears North  $37^{\circ}34'57''$  East for a distance of 11.97 feet); thence North  $37^{\circ}13'08''$  East a distance of 62.29 feet; thence Northeasterly 318.19 feet following the arc of a curve to the left, having a radius of 3633.00 feet (Note: Chord bears North  $34^{\circ}42'32''$  East for a distance of 318.19 feet) to said East right of way line; thence Southwesterly 388.40 feet along said East Right of Way line following along the arc of a curve to the right, having a radius of 2669.00 feet (Note: Chord bears South  $39^{\circ}03'13''$  West for a distance of 388.06 feet) to the point of beginning. (Entry No. 2579181)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northeast Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning at intersection of the West right of way line of the existing State Highway SR-158 and the North boundary line of the grantors property at a point 929.36 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 11.14 feet West from the Center of Section 22 as monument by Weber County; running thence North  $43^{\circ}12'39''$  West a distance of 4.05 feet along said North boundary line; thence Southwesterly 90.99 feet along the arc of a curve to the right, having a radius of 3567.00 feet (Note: Chord bears South  $31^{\circ}26'36''$  West for a distance of 90.98 feet) to said existing right of way line; thence Northeasterly 90.00 feet along the arc of a curve to the left, having a radius of 2603.00 feet (Note: Chord bears North  $33^{\circ}55'41''$  East for a distance of 90.00 feet) along said right of way line to the point of beginning. (Entry No. 2579182)

Excepting therefrom the following three (3) parcels, more particularly described as follows:

(1) SOUTH PARCEL

BEGINNING AT A POINT ON A 2603.00 FOOT RADIUS CURVE ON THE WESTERLY RIGHT OF WAY OF WOLF CREEK DRIVE, SAID POINT BEING 1113.08 FEET SOUTH  $00^{\circ}01'12''$  WEST AND 145.79 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SAID WESTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: COURSE 1: ALONG THE ARC OF SAID 2603.00 FOOT RADIUS CURVE TO THE RIGHT 262.23 FEET, (CHORD BEARS SOUTH  $40^{\circ}44'41''$  WEST 262.12 FEET); COURSE 2: SOUTH  $43^{\circ}37'50''$  WEST 169.28 FEET TO THE ARC OF A 2158.06 FOOT RADIUS CURVE; COURSE 3: ALONG THE ARC OF SAID 2158.06 FOOT RADIUS CURVE TO THE RIGHT 28.39 FEET, (CHORD BEARS SOUTH  $44^{\circ}00'27''$  WEST 28.39 FEET); THENCE NORTH  $21^{\circ}05'06''$  WEST 163.81 FEET; THENCE NORTH  $12^{\circ}42'20''$  WEST 131.64 FEET; THENCE NORTH  $21^{\circ}50'59''$  WEST 134.40 FEET; THENCE NORTH  $30^{\circ}38'50''$  WEST 154.99 FEET; THENCE NORTH  $22^{\circ}24'38''$  WEST 39.20 FEET; THENCE NORTH  $69^{\circ}24'07''$  EAST 20.23 FEET TO A POINT ON A 290.50 FOOT RADIUS CURVE ON THE WESTERLY BOUNDARY OF A PRIVATE ROAD; THENCE ALONG SAID PRIVATE ROAD THE FOLLOWING FIVE (5) COURSES: COURSE 1: ALONG THE ARC OF SAID 290.50 FOOT RADIUS CURVE TO THE LEFT 289.56 FEET, (CHORD BEARS SOUTH  $49^{\circ}09'10''$  EAST 277.72 FEET) TO THE ARC OF A 110.50 FOOT RADIUS CURVE; COURSE 2: ALONG THE ARC OF SAID 110.50 FOOT RADIUS CURVE TO THE LEFT 47.13 FEET, (CHORD BEARS SOUTH  $89^{\circ}55'34''$  EAST 46.77 FEET); COURSE 3: NORTH  $75^{\circ}19'10''$  EAST 109.16 FEET TO THE ARC OF A 50.00 FOOT RADIUS CURVE; COURSE 4: ALONG THE ARC OF SAID 50.00 FOOT RADIUS CURVE TO THE RIGHT 42.77 FEET, (CHORD BEARS SOUTH  $80^{\circ}10'24''$  EAST 41.48 FEET); COURSE 5: SOUTH  $55^{\circ}39'59''$  EAST 141.93 FEET TO THE POINT OF BEGINNING.

(2) NORTH PARCEL

BEGINNING AT A POINT ON A 290.50 FOOT RADIUS CURVE ON THE WEST BOUNDARY OF A PRIVATE ROAD, SAID POINT BEING 578.61 FEET SOUTH  $00^{\circ}01'12''$  WEST AND 613.36 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF SAID 290.50 FOOT RADIUS CURVE TO THE LEFT 313.02 FEET, (CHORD BEARS SOUTH  $10^{\circ}16'14''$  WEST 298.09 FEET); THENCE SOUTH  $69^{\circ}25'07''$  WEST 20.23 FEET; THENCE NORTH  $22^{\circ}24'38''$  WEST 153.45 FEET; THENCE NORTH  $29^{\circ}26'32''$  WEST 103.49 FEET; THENCE NORTH  $32^{\circ}51'43''$  WEST 96.15 FEET; THENCE NORTH  $21^{\circ}37'23''$  WEST 43.01 FEET; THENCE NORTH  $47^{\circ}35'44''$  EAST 164.12 FEET;

THENCE SOUTH 41°53'00" EAST 80.66 FEET; THENCE SOUTH 35°52'46" EAST 127.02 FEET TO THE POINT OF BEGINNING.

(3) WYNDHAM PARCEL

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY WOLF CREEK DRIVE AND THE BOUNDARY OF A PRIVATE ROAD; SAID POINT BEING 1072.46 FEET SOUTH 00°01'12" WEST AND 114.86 FEET WEST FROM THE CENTER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE SAID BOUNDARY OF THE PRIVATE ROAD THE FOLLOWING SEVEN (7) COURSES: COURSE 1: NORTH 55°39'59" WEST 104.80 FEET TO THE ARC OF A 142.62 FOOT RADIUS CURVE; COURSE 2: ALONG THE ARC OF SAID 142.62 FOOT RADIUS CURVE TO THE LEFT 109.39 FEET, (CHORD BEARS NORTH 77°38'23" WEST 106.73 FEET); COURSE 3: SOUTH 80°23'13" WEST 117.78 FEET TO THE ARC OF A 65.50 FOOT RADIUS CURVE; COURSE 4: ALONG THE ARC OF SAID 65.50 FOOT RADIUS CURVE TO THE RIGHT 25.04 FEET, (CHORD BEARS NORTH 88°39'37" WEST 24.89 FEET) TO THE ARC OF A 245.50 FOOT RADIUS CURVE; COURSE 5: ALONG THE ARC OF SAID 245.50 FOOT RADIUS CURVE TO THE RIGHT 498.79 FEET, (CHORD BEARS NORTH 19°30'03" WEST 417.33 FEET); COURSE 6: SOUTH 35°52'46" EAST 0.11 FEET TO THE ARC OF A 245.50 FOOT RADIUS CURVE; COURSE 7: ALONG THE ARC OF SAID 245.50 FOOT RADIUS CURVE TO THE RIGHT 133.53 FEET, (CHORD BEARS NORTH 54°17'00" EAST 131.89 FEET); THENCE SOUTH 43°30'00" EAST 340.62 FEET; THENCE SOUTH 88°30'00" EAST 110.25 FEET; THENCE SOUTH 43°30'00" EAST 180.91 FEET TO THE ARC OF A 2603.00 FOOT RADIUS CURVE ON THE WESTERLY RIGHT OF WAY OF WOLF CREEK DRIVE; THENCE ALONG THE ARC OF SAID 2603.00 FOOT RADIUS CURVE TO THE RIGHT 184.90 FEET, (CHORD BEARS SOUTH 34°41'59" WEST 184.87 FEET) TO THE POINT OF BEGINNING.

Southeast Quarter:

That part of the Southeast quarter lying on the West side of the West boundary line of Wolf Creek Drive.

Excepting therefrom any portion lying within the boundary of parcel 22-016-0058 more particularly described as follows, as deeded to Wolf Creek Properties, L.C., Recorded as Entry No. 2256963, records of Weber County, Utah:

Part of the Northwest quarter and East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point North 00°30'27" East 70.83 feet along the section line and West 48.57 feet from the center of said Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian; thence the following courses: North 38°48'58" East 183.29 feet; to a non-tangent curve on the South right of way line of SR 158; thence along said SR 158 the following four courses: Southeasterly 53.00 feet; along said curve to the right to a tangent line ( $r=458.00'$   $\Delta=06^{\circ}37'48''$   $t=26.53'$   $chb=52.97'$   $chb=S 48^{\circ}21'33'' E$ ); thence South 51°40'26" East 241.92 feet; to a tangent curve; thence Southeasterly 135.98 feet; along a curve to the right ( $r=141.58'$   $\Delta=55^{\circ}01'39''$   $t=73.75'$   $ch=130.81'$   $chb=S24^{\circ}12'41'' E$ ) to a compound curve: thence Southerly 54.24 feet; along said Curve to the right ( $r=667.71'$   $\Delta=04^{\circ}39'18''$   $t=27.13'$   $ch=54.22'$   $chb=S05^{\circ}34'04'' W$ ) to a non-tangent line: thence North 84°05'40" West 52.99 feet; to a non-tangent curve; thence Westerly 71.08 feet; along said curve to the left ( $r=38.08'$   $\Delta=106^{\circ}56'55''$   $t=51.42'$   $ch=61.20'$   $chb=N84^{\circ}05'40'' W$ ) to a non-tangent line; thence North 84°05'40" West 138.51 feet; thence North 10°48'19" West 82.39 feet; thence North 49°09'51" West 166.32 feet; to the point of beginning.

Excepting therefrom any portion lying within that portion dedicated as Worldmark, The Club at Wolf Creek Village Phase 1, recorded in Book 50 of Plats, Page 59, and Worldmark, The Club at Wolf Creek Village Phase 2, recorded in Book 51 of Plats, Page 16, records of Weber County.

Excepting therefrom any portion lying within that portion dedicated as Wolf Creek Village II, in Book 33, Page 10; Wolf Creek Village - Phase I, in Book 25, Page 16; Wolf Creek Village Phase I, 1st Amendment, in Book 64, Page 2; Wolf Creek Village - Phase I, 2nd Amendment, in Book 69, Page 12; Wolf Creek Village II Phase 2, in Book 46, Page 50; and Wolf Creek Village II Phase 3, in Book 46, Page 53, in the Records of Weber County, Utah.

Subject to the following easement: a strip of land 25 feet in width situated in the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point on the West right of way line of Wolf Creek Drive (SR- 158), said point being South  $88^{\circ}55'14''$  East 316.53 feet and South 260.55 feet from the center of Section 22; running thence North  $71^{\circ}42'57''$  West 6.04 feet; thence North  $66^{\circ}32'13''$  West 28.27 feet; thence North  $16^{\circ}50'18''$  East 34.04 feet; thence North  $10^{\circ}27'47''$  East 80.93 feet; to the South boundary line of parcel number 22-016-0058.

Less and Excepting:

A parcel of land, in fee, for State Highway SR- 158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northwest Quarter of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows: Beginning in the West right of way line of the existing State Highway SR-158 at a point 240.38 feet South  $00^{\circ}17'28''$  West and 325.31 feet East from the Center of Section 22 as monumented by Weber County; running thence Southwesterly 120.78 feet along the arc of a curve to the right, having a radius of 1667.00 feet (Note: Chord bears South  $24^{\circ}13'59''$  West for a distance of 120.75 feet); thence South  $26^{\circ}18'31''$  West a distance of 76.47 feet to the grantors South boundary line; thence South  $75^{\circ}19'21''$  East a distance of 7.74 feet along said South boundary line to said West right of way line; thence along said right of way line the following two (2) courses: (1) North  $25^{\circ}36'05''$  East a distance of 81.80 feet, (2) Northeasterly 114.45 feet along the arc of a curve to the left, having a radius of 686.11 feet (Note: Chord bears North  $20^{\circ}49'01''$  East for a distance of 114.32 feet) to the point of beginning. (Entry No. 2579183)

Northeast Quarter:

Beginning at the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; running thence North  $03^{\circ}27'59''$  East 27.99 feet; thence South  $49^{\circ}09'51''$  East 43.72 feet; to the South line of the Northeast quarter of Section 22; thence North  $88^{\circ}55'14''$  West 34.78 feet; along said South line of the Northeast quarter of Section 22; to the point of beginning.

Parcel 4: [22-016-0096] *UK*

That portion of Northeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. survey, lying Easterly of the Easterly line of Wolf Creek Subdivision No. 1, Weber County, Utah.

Except road dedication (Elkhorn Drive) 24-51, to wit: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey: beginning at a point on the Easterly right of way line of Wolf Creek Drive which is 402.96 feet South  $89^{\circ}28'07''$  East along the quarter section line from the center of said Section 22; running thence Northwesterly along the arc of a 207.59 foot radius curve to the left 61.18 feet (long chord bears North  $29^{\circ}29'02''$  West 60.96 feet) along said Easterly right of way line, thence Northeasterly along the



arc of a 627.00 foot radius curve to the right 207.73 feet (long chord bears North 76°0'32" East 206.78 feet); thence Southeasterly along the arc of a 1033.00 foot radius curve to the right 407.56 feet (long chord bears South 83°11'50" East 404.92 feet) thence South 19°15' West 39.31 feet; thence South 49°30' West 31.45 feet; thence Northwesterly along the arc of a 967.00 foot radius curve to the left 364.35 feet (long chord bears North 83°42' West 362.20 feet), thence Southwesterly along the arc of a 561.00 foot radius curve to the left 179.79 feet (long chord bears South 76°19'08" West 179.02 feet) to said Easterly right of way line of Wolf Creek Drive, thence Northwesterly along the arc of a 207.59 foot radius curve to the left 5.41 (long chord bears North 20°17'36" West 5.41 feet) along said Easterly right of way line to the point of beginning.

Except that part deeded to Wolf Star, Inc., recorded in Book 1408, Page 125 and Book 1426, Page 2430, records of Weber County, Utah, to wit: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point on the Easterly line of Wolf Creek Drive being 402.96 feet South 89°28'07" East along the quarter section line from the center of said Section 22, and running thence Northwesterly along the arc of a 207.59 foot radius curve to the left a distance of 67.40 feet (long chord bears North 30°20'31" West 67.11 feet) along said Easterly line of Wolf Creek Drive; thence Northeasterly along the arc of a 633 foot radius curve to the right a distance of 158.54 feet (long chord bears North 73°32'38" East 158.12 feet); thence North 10°00' East 190.00 feet; thence North 22°30' West 366.72 feet; thence North 54°00' East 322.44 feet; thence East 303.68 feet; thence South 51°00' East 365.00 feet; thence South 38°00' West 292.63 feet; thence South 19°15' West 360.00 feet; thence South 49°30' West 435.00 feet; thence North 66°00' West 245.00 feet to the Easterly line of Wolf Creek Drive; thence Northerly along said Easterly line the following two courses: Northeasterly along the arc of a 207.59 foot radius curve to the left a distance of 87.03 feet (long chord bears North 9°01'51" West 86.39 feet) to the point of beginning. Also an undivided 1/3 interest in the following: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point 646.25 feet South 89°28'07" East along the quarter section line and 48.19 feet South from the center of said Section 22, and running thence South 69°27'08" East 94.52 feet; thence South 21°45'37" West 123.00 feet; thence South 68°14'23" West 47.25 feet; thence South 21°45'37" West 5.00 feet; thence North 68°14'23" West 47.25 feet; thence North 21°45'37" East 126.00 feet to the point of beginning.

Also a part of the Northeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point 540.61 feet South 89°28'07" East along the quarter section line and 216.84 feet North from the center of said Section 22; and running thence North 12°00' West 222.32 feet; thence South 22°30' East 155.00 feet; thence South 10°00' West 75.40 feet to the point of beginning.

Except Wolf Ridge Subdivision Phase 1, Weber County, Utah. (38-86)

Except Wolf Ridge Subdivision Phase 2, Weber County, Utah. (40-55)

Except Wolf Creek Subdivision No. 2, if any, Weber County, Utah. (15-71)

Except road (Elkhorn Drive) to Wolf Ridge Subdivision, Phase 3, recorded in Book 39 Page 63 records of Weber County, Utah, to wit: part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey, described as follows: beginning at a point on the North line of Elkhorn Drive, said point being South 89°28'07" East 975.14 feet and North 00°31'53" East 60.39 feet from the center of Section 22 (basis of bearings being South 89°28'07" East between the center and the East quarter corner of said Section 22); and running thence along said North line through the next two courses: Southeasterly along a curve with a radius of

1033.00 feet and a central angle of  $05^{\circ}36'43''$  101.18 feet to the right (chord bears South  $69^{\circ}05'20.5''$  West 101.14 feet), and South  $66^{\circ}16'59''$  East 319.02 feet; thence South  $24^{\circ}00'00''$  West 66.00 feet; thence South  $66^{\circ}16'59''$  East 258.48 feet; thence South  $18^{\circ}46'39''$  West 117.03 feet; thence South  $46^{\circ}04'24''$  West 66.54 feet; thence South  $22^{\circ}34'40''$  West 166.07 feet; thence North  $66^{\circ}00'00''$  West 685.00 feet; thence North  $41^{\circ}15'25''$  East 388.76 feet to the South line of said Elkhorn Drive; thence along the arc of a curve with a radius of 967.00 feet and a central angle of  $06^{\circ}37'43''$  111.87 feet to the left (chord bears North  $69^{\circ}35'50.5''$  West 111.81 feet) along said South line of Elkhorn Drive; thence North  $49^{\circ}30'$  East 31.45 feet; thence North  $19^{\circ}15'$  East 39.30 feet to the point of beginning.

Also except any portion within that portion of Wolf Creek Drive SR-158 as dedicated 22-DEC-2006 (e# 2230807) (dedicated plat 65-7)

Excepting therefrom: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian described as follows: beginning at the Northwest corner of the Elkhorn Subdivision, Phase 1, recorded as Entry No. 1415848, said point being East 1363.44 feet and South 128.61 feet from the monumented center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing is North  $89^{\circ}14'39''$  West from said center of section to the West quarter corner of said Section 22) and running thence North  $65^{\circ}37'15''$  West 306.52 feet along the North line of Elkhorn Drive and the Wolf Ridge Phase 3 Subdivision (recorded as Entry No. 1338495); thence North  $26^{\circ}52'53''$  East 1067.22 feet; thence North  $03^{\circ}26'20''$  West 424.00 feet; thence North  $68^{\circ}09'06''$  East 359.00 feet; thence South  $56^{\circ}48'29''$  East 565.00 feet; thence South  $02^{\circ}23'14''$  West 849.00 feet; thence South  $13^{\circ}37'47''$  West 876.47 feet to a point of curvature of a 1496.00 foot radius non-tangent curve to the left and the Northerly right of way of Elkhorn Drive, the center of which bears South  $36^{\circ}41'53''$  West; thence Northwesterly along said Northerly right of way and the arc of said curve 321.65 feet through a central angle of  $12^{\circ}19'08''$ ; thence North  $65^{\circ}37'15''$  West 511.12 feet along said Northerly right of way to the point of beginning. (e#2437453).

Also less and excepting: Beginning at the Southwest corner of Wolf Ridge Phase 2, Entry No. 1362086, said point being South  $00^{\circ}30'27''$  West along the center section line 2305.27 feet and East 33.03 feet from the North quarter corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; and running thence along the Southerly line of said Wolf Ridge Phase 2 North  $54^{\circ}20'39''$  East 359.81 feet; thence North  $67^{\circ}45'45''$  East 102.09 feet; thence North  $54^{\circ}39'47''$  East 322.44 feet; thence South  $89^{\circ}20'13''$  East 303.68 feet; thence South  $50^{\circ}20'13''$  East 365.00 feet; thence South  $38^{\circ}39'47''$  West 292.63 feet; thence South  $19^{\circ}54'40''$  West 90.01 feet to the Northeast corner of Wolf Star 1B, thence along the North line of said Wolf Star 1B, Entry No. 871503, North  $73^{\circ}18'19''$  West 249.77 feet to the Northeast corner of Wolf Star 1C, Entry No. 883019, thence along the boundary of said Wolf Star 1C the following four (4) courses: 1) thence North  $73^{\circ}18'19''$  West 330.13 feet; 2) thence South  $11^{\circ}20'13''$  East 222.32 feet; 3) thence South  $10^{\circ}39'47''$  West 114.60 feet to a non-tangent point of curvature of a 633.00 foot radius curve to the left, the center of which bears South  $08^{\circ}37'06''$  East; 4) thence Southwesterly along the arc of said curve 160.59 feet through a central angle of  $14^{\circ}32'08''$  to the Northerly right of way line of Wolf Creek Drive, said point also being a non-tangent point of curvature of a 207.59 foot radius curve to the left, the center of which bears South  $51^{\circ}06'06''$  West; thence along said Northerly right of way line the following four (4) courses: 1) thence Northwesterly along the arc of said curve 64.34 feet through a central angle of  $17^{\circ}45'28''$ ; 2) thence North  $56^{\circ}39'22''$  West 244.00 feet to a point of curvature of a 76.41 foot radius curve to the right, the center of which bears North  $33^{\circ}20'38''$  East; 3) thence Northwesterly along the arc of said curve 40.90 feet through a central angle of  $30^{\circ}40'00''$ ; 4) thence North  $25^{\circ}59'22''$  West 128.00 feet to the point of beginning. (2602899)

Excepting that portion lying within The Highlands at Wolf Creek Phase 1 in Book 55, Page 93 of Plats; and that portion lying within The Highlands at Wolf Creek Phase 5 in Book 61, Page 24 of Plats.

Excepting that portion of said premises lying Southwesterly of Wolf Creek Drive (SR-158)

Excepting therefrom: Those portions of the Northeast Quarter of Section 22, and the Northwest Quarter of Section 23, Township 7 North, Range 1 East, Salt Lake Base & Meridian, located in the County of Weber, State of Utah, described in whole as follows: a circular parcel of land having a radius of 36.50 feet and a center point located South 00°53'48" East 340.45 feet along the easterly line of said Section 22 and North 90°00'00" West 11.90 feet from the Northeast corner of said Section 22. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. (e#2514196)

Also excepting: that portion of the Northeast Quarter of Section 22, Township 7 North, Range East, Salt Lake Base & Meridian, located in the County of Weber, State of Utah, described as follows: a circular parcel of land having a radius of 34.00 feet and a center point located North 88°07'11" West 1341.09 feet along the Northerly line of said Section 22 and South 00°00'00" West 1491.92 feet from the Northeast corner of said Section 22. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. (e# 2514197)

Also excepting: that portion of the Northeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, located in the County of Weber, State of Utah, described as follows: commencing at the Northeast corner of said Section 22, thence North 88°07'11" West 1865.18 feet along the Northerly line of said Section 22, thence South 00°00'00" East 957.26 feet to the point of beginning, thence South 64°54'29" East 187.03 feet to the beginning of a curve concave Southwesterly having a radius of 75.00 feet; thence Southeasterly 98.54 feet along said curve through a central angle of 73°12'58"; thence South 08°18'29" West 435.65 feet to the beginning of a curve concave to the Northwesterly having a radius of 30.00 feet; thence Southwesterly 45.52 feet along said curve through a central angle of 86°55'55"; thence North 84°45'36" West 227.33 feet to the beginning of a curve concave Northeasterly having a radius of 100.00 feet; thence Northwesterly 157.39 feet along said curve through a central angle of 90°10'38", thence North 5°25'02" East 393.37 feet to the beginning of a curve concave Southeasterly having a radius of 115.00 feet; thence Northeasterly 220.13 feet along said curve through a central angle of 109°40'29" to the point of beginning. Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. (o#2514199)

Excepting therefrom: Part of the East Half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, described as follows: Beginning at the Northwest corner of the Elkhorn Subdivision, Phase 1, recorded as Entry No. 1415848 said point being East 1,363.44 feet and South 128.61 feet from the monumented center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing is North 89°14'39" West from said center of Section to the West Quarter corner of said Section 22); and running thence North 65°37'15" West 306.52 feet along the North line of Elkhorn Drive and the Wolf Ridge Phase 3 Subdivision (recorded as Entry No. 1338495); thence North 26°52'53" East 1067.22 feet; thence North 03°26'20" West 424.00 feet; thence North 68°09'06" East 359.00 feet; thence South 56°48'29" East 565.00 feet; thence South 02°23'14" West 849.00 feet; thence South 13°37'47" West 876.47

feet to a point of curvature of a 1496.00 foot radius non-tangent curve to the left and the Northerly Right of Way of Elkhorn Drive, the center of which bears South 36°41'53" West; thence Northwesterly along said Northerly Right of Way and the arc of a curve 321.65 feet through a central angle of 12°19'08"; thence North 65°37'15" West 511.12 feet along said Northerly Right of Way to the point of beginning.

Parcel 5: [22-016-0074] *UX*

Part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US 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 the point beginning.

Together with an easement, as created by that certain Declaration of Easements and Restrictions recorded May 11, 2006 as Entry No. 2179128, more particularly described as:

A strip of land 40 feet wide, being 20 feet on each side of the following described centerline. Also part of the South ½ of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian. Beginning at a point on the South boundary of Moose Hollow Condominium Phase 1, said point being 271.43 feet East and 2427.58 feet South of the center of said Section 22; thence as follows: South 28°22'04" West 122.71 feet; thence South 139.58 feet to the quarter section line of said Section 22.

Excepting therefrom the following described properly deeded to Eden Water Works Company a Corporation in Book 92 of Records Page 638 records of Weber County, Utah described as follows: commencing at a point marked by a stone set in the ground from which the quarter section corner to Section 22 and 23, Township 7 North, Range 1 East bears North 23°08' East 1203.2 feet distance; thence North 43°05' East 171.0 feet; thence South 35°46' East 175.0 feet; thence South 77°35' West 163.0 feet; thence North 47° West 77 feet to the place of beginning.

Excepting therefrom the following described property recorded in Book 1396 of Records Page 766 records of Weber County, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey: beginning at a point which is South 89°31'15" East 416.29 feet along the quarter section line, South 0°28'45" East 116.12 feet, South 75°00' East 65.00 feet and South 65°00' East 22.87 feet from the center of said Section 22, and running thence North 21°50' East 121.33 feet; thence South 67°15' East 52.57 feet; thence Easterly along the arc of a 394.62 foot radius curve to the right 30.40 feet (long chord bears South 65°03'03" East 30.39 feet); thence South 66°50' West 85.96 feet; thence South 23°10' East 8.66 feet; thence South 66°50' West 7.66 feet; thence South 21°50' West 47.78 feet; thence North 65°00' West 22.87 feet to the point of beginning. Together with and subject to a 24 foot right of way for ingress and egress over a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East Salt Lake Base & Meridian. Said right of way being 12 feet on either side of and parallel to the following described centerline: beginning at a point on East right of way line of Wolf Creek Drive which is South 89°31'15" East 412.59 feet along the quarter section line, and South 0°28'45" East 27.54 feet from the center of said Section 22; and running thence East 67.08 feet; thence Easterly along the arc of a 137.12 foot radius curve to the right 54.45 feet (long chord bears South 78°37'30" East 54.09 feet); thence South 67°15' East 60.00 feet; thence Easterly along the arc of a 382.62 foot radius curve to the right 48.42 feet (long chord bears South 63°37'30" East 48.38 feet).

Excepting therefrom the following described property, recorded in Book 1396 of Records Page 776, records of Weber County, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: beginning at a point which is South

89°31'15" East 416.29 feet, South 0°28'45" West 116.12 feet, and South 75°00' East 65.00 feet from the center of said Section 22; and running thence North 21°50' East 54.25 feet; thence North 23°10' West 7.66 feet; thence North 66°50' East 8.66 feet; thence North 23°10' West 70.68 feet; thence East 7.36 feet; thence Easterly along the arc of a 149.12 foot radius curve to the right 59.21 feet, (long chord bears South 78°37'30" East 58.82 feet); thence South 67°15' East 7.43 feet; thence South 21°50' East 121.33 feet; thence North 65°00' West 22.87 feet to the point of beginning. Together with and subject to a 24 foot right of way for ingress and egress over a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey; said right of way being 12 feet on either side of and parallel to the following described centerline: beginning at a point on East right of way line of Wolf Creek Drive which is South 89°31'15" East 412.59 feet along the quarter section line, and South 0°28'45" East 27.54 feet from the center of said Section 22; and running thence East 67.08 feet; thence Easterly along the arc of a 137.12 foot radius curve to the right 54.45 feet (long chord bears South 78°37'30" East 54.09 feet); thence South 67°15' East 60.00 feet; thence Easterly along the arc of a 382.62 foot radius curve to the right 48.42 feet (long chord bears South 63°37'30" East 48.38 feet).

Excepting therefrom the following described property, recorded in Book 1396 of Records, Page 778, records of Weber County, Utah, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey: beginning at a point which is South 89°31'15" East 416.29 feet along the quarter section line, South 0°28'45" West 116.12 feet, South 75°00' East 65.00 feet, and South 65°00' East 45.74 feet from the center of said Section 22, and running thence North 21°50' East 47.78 feet; thence North 66°50' East 7.66 feet; thence North 23°10' West 8.66 feet; thence North 66°50' East 85.95 feet; thence Easterly along the arc of a 394.62 foot radius curve to the right 19.54 feet (long chord bears South 61°24'24" East 19.53 feet); thence South 27°52'54" West 132.66 feet; thence North 56°00' West 67.00 feet to the point of beginning. Together with and subject to a 24 foot right of way for ingress and egress over a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey: said right of way being 12 feet on either side of and parallel to the following described centerline: beginning at a point on East right of way line of Wolf Creek Drive which is South 89°31'15" East 412.59 feet along the quarter section line, and South 0°28'45" East 27.54 feet from the center of said Section 22; and running thence East 67.08 feet; thence Easterly along the arc of a 137.12 foot radius curve to the right 54.45 feet (long chord bears South 78°37'30" East 54.09 feet); thence South 67°15' East 60.00 feet; thence Easterly along the arc of a 382.62 foot radius curve to the right 48.42 feet (long chord bears South 63°37'30" East 48.38 feet).

Excepting therefrom the following described property, recorded in Book 1398 of Records Page 958, records of Weber County, Utah, to wit: a part of the Southeast quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey: beginning at a point 646.25 feet South 89°28'07" East along the quarter section line and 48.19 feet South from the center of said Section 22, and running thence South 69°27'08" East 94.52 feet; thence South 21°45'37" West 123.00 feet; thence North 68°14'23" West 47.25 feet; thence South 21°45'37" West 5.00 feet; thence North 68°14'23" West 47.25 feet; thence North 21°45'37" East 126.00 feet to the point of beginning.

Excepting therefrom that portion within the road dedication of Elkhorn Drive, Plat Book 24 Page 51, records of Weber County, Utah, to wit: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey: beginning at a point on the Easterly right of way line of Wolf Creek Drive which is 402.96 feet South 89°28'07" East along the quarter section line from the center of said Section 22; running thence Northwesterly along the

arc of a 207.59 foot radius curve to the left 61.18 feet (long chord bears North 29°29'02" West 60.96 feet) along said Easterly right of way line; thence Northeasterly along the arc of a 627.00 foot radius curve to the right 207.73 feet (long chord bears North 76°00'32" East 206.78 feet); thence Southeasterly along the arc of a 1033.00 foot radius curve to the right 407.56 feet (long chord bears South 83°11'50" East 404.92 feet) thence South 19°15' West 39.31 feet; thence South 49°30' West 31.45 feet, thence Northwesterly along the arc of a 967.00 foot radius curve to the left 364.35 feet (long chord bears North 83°42' West 362.20 feet); thence Southwesterly along the arc of a 561.00 foot radius curve to the left 179.79 feet (long chord bears South 76°19'08" West 179.02 feet) to said Easterly right of way line of Wolf Creek Drive; thence Northwesterly along the arc of a 207.59 foot radius curve to the left 5.41 feet (long chord bears North 20°17'36" West 5.41 feet) along said Easterly right of way line to the point of beginning.

Excepting therefrom the following described property deeded to Wolf Star, Inc., in Book 1408 of Records Page 125, records of Weber County, to wit: a part of the East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. US survey: beginning at a point on the Easterly line of Wolf Creek Drive being 402.96 feet South 89°28'07" East along the quarter section line from the center of said Section 22, and running thence Northwesterly along the arc of a 207.59 foot radius curve to the left a distance of 67.40 feet (long chord bears North 30°20'31" West 67.11 feet) along said Easterly line of Wolf Creek Drive; thence Northeasterly along the arc of a 633 foot radius curve to the right a distance of 158.54 feet (long chord bears North 73°32'38" East 158.12 feet); thence North 10°00' East 190.00 feet; thence North 22°30' West 366.72 feet; thence North 54°00' East 322.44 feet; thence East 303.68 feet; thence South 51°00' East 365.00 feet; thence South 38°00' West 292.63 feet; thence South 19°15' West 360.00 feet; thence South 49°30' West 435.00 feet; thence North 66°00' West 245.00 feet to the Easterly line of Wolf Creek Drive; thence Northerly along said Easterly line the following two courses: Northeasterly along the arc of a 751.74 foot radius curve to the left a distance of 80.04 feet (long chord bears North 6°01'45" East 80.00 feet) and Northwesterly along the arc of a 207.59 foot radius curve to the left a distance of 87.03 feet (long chord bears North 9°01'51" West 86.39 feet) to the point of beginning. Also an undivided 1/3 Interest in the following: A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point 646.25 feet South 89°28'07" East along the Quarter Section line and 48.19 feet South from the center of said Section 22; and running thence South 69°27'08" East 94.52 feet; thence South 21°45'37" West 123.00 feet; thence North 68°14'23" West 47.25 feet; thence South 21°45'37" West 5.00 feet; thence North 68°14'23" West 47.25 feet; thence North 21°5'37" East 126.00 feet to the point of beginning.

Excepting therefrom the following described property deeded to Wolf Creek Village Inc. Recorded in Book 1415 at Page 980 in the Records of Weber County, Utah, to wit: 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 being 432.39 feet South 00°00'33" West along the Quarter section line and 104.00 feet South 10°00' West and 30.68 feet South 25°6'43" East from the center of said Section 22; and running thence South 80°00' East 40.95 feet; thence South 64°30' East 67.29 feet; thence South 84°27'51" East 36.43 feet; thence South 63°00' East 28.00 feet to the Westorly line of Wolf Creek Drive: thence along said Westorly line the following Two (2) Courses South 25°18'44" West 15.00 feet and Southwesterly along the arc of a 2603.00 foot radius curve to the right a distance of 228.79 feet (long chord bears South 27°49'49" West 228.71 feet); thence North 58°45' West 142.22 feet; thence North 31°15' East 24.80 feet; thence North 20°15' West 100.68 feet; thence North 69°45' East 20.00 feet; thence North 20°15' West 60.66 feet; thence South 83°45' East 49.47 feet; thence North 66°56'45" East 51.66 feet to the point of beginning.

Excepting therefrom the following described property deeded to John H. Laub, recording in Book 1495 at Page 478 in the records of Weber County, Utah, to wit: 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 which is North 520.00 feet North  $10^{\circ}30'49''$  East 947.00 feet and North  $79^{\circ}20'11''$  West 40.00 feet from the South Quarter corner of said Section 22; running thence South  $10^{\circ}30'49''$  West 105 feet; thence North  $70^{\circ}29'11''$  West 136.47 feet; thence North  $50^{\circ}50'18''$  West 145.70 feet to the South line of Wolf Creek Drive (an existing dedicated road); thence Northeasterly along the arc of a regular curve to the left 98.95 feet ( $R=2669.00$  feet); thence South  $52^{\circ}57'45''$  East 117.68 feet; thence South  $79^{\circ}29'11''$  East 113.22 feet to the place of beginning.

Excepting therefrom that part dedicated as Wolf Ridge Subdivision, Phase 3 in Book 39 at Page 63 and Wolf Ridge Subdivision, Phase 4 in Book 39 at Page 64, of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 1 in Book 42 at Page 42 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 1A in Book 43 at Page 70 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 2 in Book 42 at Page 43 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 2, Lots 24-28 Amended in Book 46 at Page 94 of Plats, Weber County, Utah.

Excepting therefrom that part dedicated as Elkhorn Subdivision, Phase 3 in Book 48 at Page 23 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 1 in Book 49 at Page 9 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 2 in Book 51 at Page 74, of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 3 in Book 54 at Page 43, of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as Moose Hollow Condominium, Phase 6 in Book 63 at Page 82 of Plats in Weber County, Utah.

Also excepting; the South Half of the following described property: A part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian: Beginning at a point 1718.20 feet South and 181.14 feet East of the Center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (Basis of bearing, North  $89^{\circ}14'39''$  West from said corner to the West Quarter corner of Section 22); thence North  $86^{\circ}12'13''$  East 203.46 feet; thence South  $48^{\circ}28'27''$  East 40.74 feet; thence North  $78^{\circ}32'18''$  East 61.37 feet; thence South  $36^{\circ}47'02''$  East 195.26 feet; thence South  $28^{\circ}21'48''$  West 73.39 feet to the Northeast corner of Moose Hollow Condominium Phase 3; thence North  $68^{\circ}21'50''$  West 134.45 feet along said Phase 3 Boundary; thence North  $79^{\circ}53'09''$  West 98.00 feet along said Phase 3 Boundary to a non-tangent curve to the right; thence Southwesterly 193.10 feet along said curve and Phase 3 Boundary to a

reverse curve to the left (R=260.00 feet, Delta=42°33'08", T= 193.10 feet, CHB=South 31°23'25" West); thence Southwesterly 2.16 feet along said curve and Phase 3 Boundary to a non-tangent line and Phase 1 Boundary (R=1921.51 feet, Delta=0°03'51", T=1.08 feet, CH=2.16 feet, CHB=South 52°38'03" West); thence North 52°14'55" West 250.88 feet along said Phase 1 Boundary; thence North 66°37'30" East 7.59 feet; thence North 54°20'50" East 118.45 feet; thence North 23°54'09" East 100.91 feet to the point of beginning.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 1 in Book 56 at Page 56 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 2 in Book 56 at Page 81 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 3 in Book 60 at Page 99 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 4 in Book 61 at Page 01 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 5 in Book 61 at Page 27 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 6 in Book 63 at Page 10 of Plats in Weber County, Utah.

Excepting therefrom that part dedicated as The Cascades at Moose Hollow Condominium, Phase 7 in Book 67 at Page 01 of Plats in Weber County, Utah.

Excepting therefrom Wolf Ridge Phase 4, Subdivision Amended (61-98), described as follows: Part of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; Beginning at the Northeast Corner of Lot 32, Wolf Ridge Phase 3 Subdivision, said point being South 89°28'07" East 1576.81 feet and South 00°31'53" West 262.72 feet from the center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian; thence South 66°16'59" East 252.82 feet to a tangent curve to the right; thence Southeasterly 324.60 feet along said curve to a non-tangent line (R= 1430.00, TAN=163.00, Delta=13°00'22", CH=323.91, CHB=S59°46'49" East); thence South 12°45'01" West 488.88 feet along said line; thence North 54°25'16" West 691.69 feet to the Southeast corner of Lot 30, Wolf Ridge Phase 3 Subdivision; thence North 22°34'40" East 166.07 feet along the property line to the Northeast corner of said Lot 30; thence North 46°04'26" East 66.54 feet to the Southeast corner of Lot 32, Wolf Ridge Phase 3 Subdivision; thence North 18°46'39" East 147.03 feet along the property line of said lot 32 to the point of beginning.

Excepting therefrom: Part of the East Half of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, described as follows: Beginning at the Northwest corner of the Elkhorn Subdivision, Phase 1, recorded as Entry No. 1415848 said point being East 1,363.44 feet and South 128.61 feet from the monumented center of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing is North 89°14'39" West from said center of Section to the West Quarter corner of said Section 22); and running thence North 65°37'15" West 306.52 feet along the North line of Elkhorn Drive and the Wolf Ridge Phase 3 Subdivision (recorded as Entry No. 1338495); thence North 26°52'53" East 1067.22 feet; thence North 03°26'20" West 424.00 feet; thence North 68°09'06" East 359.00 feet; thence South 56°48'29"



East 565.00 feet; thence South  $02^{\circ}23'14''$  West 849.00 feet; thence South  $13^{\circ}37'47''$  West 876.47 feet to a point of curvature of a 1496.00 foot radius non-tangent curve to the left and the Northerly Right of Way of Elkhorn Drive, the center of which bears South  $36^{\circ}41'53''$  West; thence Northwesterly along said Northerly Right of Way and the arc of a curve 321.65 feet through a central angle of  $12^{\circ}19'08''$ ; thence North  $65^{\circ}37'15''$  West 511.12 feet along said Northerly Right of Way to the point of beginning.

Excepting therefrom any portion of said property lying on the Westerly side of the Easterly Boundary Line of Wolf Creek Drive.

Excepting therefrom any portion lying within The Highlands at Wolf Creek, Phase 1 in Book 55 at Page 93 or Plats in Weber County, Utah.

Excepting therefrom that portion deeded to Wolf Creek Water and Sewer Improvement District, as recorded February 3, 2011 as Entry No. 2514201, described as follows:

That portion of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, located in the County of Weber, State of Utah, described as follows:

Commencing at the Southeast Corner of said Section 22; thence North  $89^{\circ}09'42''$  West 1611.55 feet along the Southerly line of said Section 22; Thence North  $00^{\circ}00'00''$  East 1827.36 feet to the point of beginning; thence North  $43^{\circ}59'48''$  East 120.63 feet to the beginning of a non-tangent curve concave Southerly having a radius of 41.96 feet, a radial line to said curve bears North  $44^{\circ}42'19''$  West; thence Westerly 50.89 feet along said curve through a central angle of  $69^{\circ}29'12''$ ; thence South  $61^{\circ}42'26''$  East 615.80 feet to the beginning of a non-tangent curve concave Southwesterly having a radius of 52.69 feet, a radial line to said curve bears North  $23^{\circ}58'28''$  East; thence Southeasterly 53.51 feet along said curve through a central angle of  $58^{\circ}11'22''$ ; thence South  $02^{\circ}00'19''$  East 25.31 feet to the beginning of a non-tangent curve concave Northeasterly having a radius of 52.50 feet, a radial line to said curve bears South  $74^{\circ}04'38''$  West; thence Southeasterly 63.44 feet along said curve through a central angle of  $69^{\circ}13'27''$  to the beginning of a non-tangent curve concave Southwesterly having a radius of 74.12 feet, a radial line to said curve bears North  $13^{\circ}18'19''$  East; thence Southeasterly 94.44 feet along said curve through a central angle of  $73^{\circ}00'29''$  to the beginning of a non-tangent curve concave Westerly having a radius of 126.46 feet, a radial line to said curve bears North  $81^{\circ}13'53''$  East; thence Southerly 128.40 feet along said curve through a central angle of  $58^{\circ}10'31''$ ; thence South  $51^{\circ}43'50''$  West 144.04 feet to the beginning of a non-tangent curve concave Northerly having a radius of 503.12 feet, a radial line to said curve bears South  $29^{\circ}24'26''$  East; thence Westerly 187.83 feet along said curve through a central angle of  $21^{\circ}23'24''$  to the beginning of a non-tangent curve concave Northerly having a radius of 172.01 feet, a radial line to said curve bears South  $11^{\circ}50'45''$  East; thence Westerly 185.88 feet along said curve through a central angle of  $61^{\circ}54'56''$  185.88 feet to the beginning of a non-tangent curve concave Easterly having a radius of 232.61 feet, a radial line to said curve bears South  $59^{\circ}29'50''$  West; thence Northerly 146.42 feet along said curve through a central angle of  $36^{\circ}03'58''$  to the beginning of a non-tangent curve concave Southeasterly having a radius of 91.11 feet, a radial line to said curve bears North  $83^{\circ}57'51''$  West; thence Northeasterly 53.52 feet along said curve through a central angle of  $33^{\circ}39'26''$ ; thence North  $35^{\circ}44'06''$  East 40.87 feet to the beginning of a non-tangent curve concave Westerly having a radius of 91.99 feet, a radial line to said curve bears South  $57^{\circ}19'38''$  East; thence Northerly 135.61 feet along said curve through a central angle of  $84^{\circ}27'45''$ ; thence North  $53^{\circ}21'42''$  West 145.42 feet; thence North  $51^{\circ}59'59''$  West 233.44 feet to the point of beginning.

Together with an easement for ingress and egress purposes over and across existing maintenance roads within the grantors land for access to the above described parcel of land. And easements 10.00 feet in width, lying 5.00 feet on each side of any and all existing waterlines located within the grantor's property that are feeding or receiving water from the pond located within above described parcel of land. The approximate center line of the easement is depicted on the attached photo as a dotted line.

Excepting therefrom any portion lying within Worldmark, The Club at Wolf Creek Village Phase I Condominium in Book 50 at Page 59 of Plats in Weber County, Utah.

Excepting therefrom any portion lying within Wolf Creek Village Phase 1, 2nd Amendment in Book 69 at Page 12 of Plats in Weber County, Utah.

Excepting therefrom any portion lying within Wolf Creek Village Phase II in Book 33 at Page 10 of Plats in Weber County, Utah.

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the East One-Half of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the intersection of the grantors South property line with the existing East right of way line of said State Highway SR-158 at a point 1335.24 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 237.10 feet West from the center of said Section 22, running thence South  $43^{\circ}30'53''$  East 26.63 feet along said South property line, thence Northeasterly 11.97 feet along the arc of a curve to the left having a radius of 943.00 feet (Note: Chord bears North  $37^{\circ}34'57''$  East for a distance of 11.97 feet); thence North  $37^{\circ}13'08''$  East a distance of 62.29 feet; thence Northeasterly 318.19 feet following the arc of a curve to the left, having a radius of 3633.00 feet (Note: Chord bears North  $34^{\circ}42'32''$  East for a distance of 318.19 feet) to said East right of way line; thence Southwesterly 388.40 feet along said East Right of Way line following along the arc of a curve to the right, having a radius of 2669.00 feet (Note: Chord bears South  $39^{\circ}03'13''$  West for a distance of 388.06 feet) to the point of beginning. (Entry No. 2579181)

Less and Excepting:

A parcel of land, in fee, for State Highway SR-158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northeast Quarter of the Southwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning at intersection of the West right of way line of the existing State Highway SR-158 and the North boundary line of the grantors property at a point 929.36 feet South  $00^{\circ}17'28''$  West along the Quarter Section line and 11.14 feet West from the Center of Section 22 as monument by Weber County; running thence North  $43^{\circ}12'39''$  West a distance of 4.05 feet along said North boundary line; thence Southwesterly 90.99 feet along the arc of a curve to the right, having a radius of 3567.00 feet (Note: Chord bears South  $31^{\circ}26'36''$  West for a distance of 90.98 feet) to said existing right of way line; thence Northeasterly 90.00 feet along the arc of a curve to the left, having a radius of 2603.00 feet (Note: Chord bears North  $33^{\circ}55'41''$  East for a distance of 90.00 feet) along said right of way line to the point of beginning. (Entry No. 2579182)

Less and Excepting:

A parcel of land, in fee, for State Highway SR- 158 incident to the construction of improvements deemed necessary under Project HPP-0158(116)0, being part of an entire tract of land situate in the Northwest Quarter of the Southeast Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, the boundary of said parcel is as follows:

Beginning in the West right of way line of the existing State Highway SR-158 at a point 240.38 feet South  $00^{\circ}17'28''$  West and 325.31 feet East from the Center of Section 22 as monumented by Weber County; running thence Southwesterly 120.78 feet along the arc of a curve to the right, having a radius of 1667.00 feet (Note: Chord bears South  $24^{\circ}13'59''$  West for a distance of 120.75 feet); thence South  $26^{\circ}18'31''$  West a distance of 76.47 feet to the grantors South boundary line; thence South  $75^{\circ}19'21''$  East a distance of 7.74 feet along said South boundary line to said West right of way line; thence along said right of way line the following two (2) courses: (1) North  $25^{\circ}36'05''$  East a distance of 81.80 feet, (2) Northeasterly 114.45 feet along the arc of a curve to the left, having a radius of 686.11 feet (Note: Chord bears North  $20^{\circ}49'01''$  East for a distance of 114.32 feet) to the point of beginning. (Entry No. 2579183)

Parcel 6: [22-017-0006] ✓ *SPM*

Part of the Northwest Quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Meridian, U.S. Survey: beginning at the Northeast corner of said Quarter Section; running thence South along said section line 400 feet, more or less, to the Northeast corner of Lot 33, Wolf Creek Subdivision No. 2, Weber County, Utah; thence South  $86^{\circ}54'27''$  West 264.94 feet, more or less, to the East line of Wolf Creek Drive; thence Northerly along said East line to the North line of the Northwest Quarter; thence East along said North line 348.15 feet, more or less, to beginning.

Parcel 7: [22-017-0007] ✓ *SPM*

Part of the Northwest quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian, US survey; beginning at the Southeast corner of Lot 31, Wolf Creek Subdivision No. 2, thence North  $85^{\circ}00'$  West 7.6 feet; thence South  $16^{\circ}00'00''$  East 27.47 feet, more or less, to the section line; thence Northerly along the section 25.74 feet, more or less, to the point of beginning.

Parcel 8: [22-017-0009] ✓ *SPM*

Beginning at a point on the North line of the Fairway Oaks Phase 1 Subdivision, said point being North  $00^{\circ}20'47''$  East 400.01 feet along the Section line and South  $89^{\circ}14'39''$  East 73.37 feet and North  $78^{\circ}24'08''$  East 60.00 feet from the West Quarter corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing North  $00^{\circ}20'47''$  East 2678.81 feet between said West Quarter corner and the Northwest corner of said Section 22); and running thence North  $85^{\circ}23'10''$  East 5.49 feet; thence North  $04^{\circ}36'50''$  West 28.97 feet to a point of curvature of a 230.00 foot radius curve to the left, the center of which bears South  $85^{\circ}23'10''$  West; thence Northerly along the arc of said curve 58.49 feet through a central angle of  $14^{\circ}34'16''$ ; thence North  $19^{\circ}11'06''$  West 19.91 feet to a point of curvature of a 70.00 foot radius curve to the right, the center of which bears North  $70^{\circ}48'54''$  East; thence Northerly along the arc of said curve 46.38 feet through a central angle of  $37^{\circ}57'47''$ ; thence North  $18^{\circ}46'41''$  East 78.02 feet; thence South  $86^{\circ}01'15''$  East 98.86 feet; thence North  $04^{\circ}04'29''$  East 785.51 feet; thence North  $55^{\circ}14'14''$  East 226.49 feet; thence North  $34^{\circ}43'01''$  East 121.50 feet; thence North  $21^{\circ}21'04''$  East 269.33 feet to a point of curvature of a 168.00 foot radius curve to the right, the center of which bears South  $68^{\circ}38'56''$  East; thence Southeasterly along the arc of said curve 513.65 feet through its central angle of  $175^{\circ}10'37''$ ; thence South  $16^{\circ}31'41''$  West 432.36 feet; thence South  $35^{\circ}17'41''$  West 669.63 feet; thence South  $16^{\circ}10'15''$  East 207.24 feet; thence South  $80^{\circ}24'49''$  East 559.78 feet; thence North  $54^{\circ}01'25''$  East 284.52 feet; thence North  $11^{\circ}36'26''$  East 678.68 feet; thence North  $65^{\circ}25'06''$  West 341.23 feet; thence North  $12^{\circ}41'49''$  West 133.82 feet; thence North  $29^{\circ}38'50''$  East 593.80 feet; thence North  $87^{\circ}05'36''$  East 111.81 feet to the Westerly boundary of the Wolf Creek Phase II Subdivision; thence along said Westerly line the

following six (6) courses 1) thence South  $15^{\circ}07'47''$  West (South  $14^{\circ}47'$  West plat) 259.14 feet; 2) thence South  $12^{\circ}46'17''$  West (South  $12^{\circ}26'30''$  West Plat) 334.70 feet; 3) thence South  $86^{\circ}20'43''$  East (South  $86^{\circ}41'30''$  East Plat) 214.60 feet; 4) thence North  $31^{\circ}36'02''$  East (North  $31^{\circ}15'15''$  East Plat) 168.90 feet; 5) thence South  $76^{\circ}45'43''$  East (South  $77^{\circ}06'30''$  East Plat) 79.20 feet; 6) thence South  $07^{\circ}10'07''$  West (South  $06^{\circ}49'20''$  West Plat) 127.60 feet; thence South  $07^{\circ}09'42''$  West 20.03 feet to the West line of the Wolf Creek Phase I Subdivision; thence along said West line of Wolf Creek Phase I the following three (3) courses: 1) thence South  $07^{\circ}09'58''$  West (South  $06^{\circ}49'20''$  West Plat) 200.00 feet; 2) thence South  $05^{\circ}41'08''$  West (South  $05^{\circ}20'30''$  East plat) 677.20 feet; 3) thence South  $08^{\circ}45'08''$  West (South  $08^{\circ}24'30''$  West plat) 352.00 feet; thence North  $87^{\circ}41'19''$  West 393.67 feet to the Northeast corner of the Fairway Oaks Phase II Subdivision; thence North  $89^{\circ}16'03''$  West 685.81 feet along the North line of said Fairway Oaks Phase II to the Northeast corner of the Fairway Oaks Phase I Subdivision; thence along the North line of said Fairway Oaks Phase I the following five (5) courses; 1) thence North  $89^{\circ}16'05''$  West 191.19 feet; 2) thence South  $57^{\circ}23'41''$  West 60.16 feet; 3) thence West 108.60 feet; 4) thence North  $05^{\circ}10'41''$  West 36.25 feet; 5) thence North  $08^{\circ}23'16''$  West 55.99 feet to the point of beginning.

Parcel 9: [27-017-0011] ✓ ~~68~~<sup>6</sup>

Beginning at Northwest corner of Section 22, Township 7 North, Range 1 East, Salt Lake Base and Meridian (basis of bearing South  $00^{\circ}20'47''$  West 2678.81 feet between said Northwest corner and the West Quarter corner of said Section 22); and running thence South  $89^{\circ}12'25''$  East 1772.48 feet along the North line of said Section 22 to a non-tangent point of curvature of 390.00 foot radius curve to the left, the center of which bears South  $00^{\circ}47'35''$  West; thence Southwesterly 221.40 feet along the arc of said curve through a central angle of  $32^{\circ}31'33''$ ; thence South  $58^{\circ}16'02''$  West 508.21 feet to a point of curvature of 560.00 foot radius curve to the right, the center of which bears North  $31^{\circ}43'58''$  West; thence Westerly along the arc of said curve 330.58 feet through a central angle of  $33^{\circ}49'21''$ ; thence North  $87^{\circ}54'37''$  West 302.48 feet to a point of curvature of 1540.00 foot radius curve to the left, the center of which bears South  $02^{\circ}05'23''$  West; thence Westerly along the arc of said curve 522.38 feet through a central angle of  $19^{\circ}26'07''$  to the West line of said Section 22; thence North  $00^{\circ}20'47''$  East 491.43 feet along said West line to the point of beginning.

Parcel 10: [22-017-0015] ✓ ~~68~~<sup>6</sup>

Part of the Northwest quarter of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian, US survey; beginning the Northeast corner of Fairway Oaks at Wolf Creek PRUD Phase 2, running thence South  $87^{\circ}41'19''$  East 393.67 feet, thence South  $84^{\circ}03'30''$  East 758.1 feet; thence South  $56^{\circ}21'00''$  East 401.0 feet; thence South  $2^{\circ}57'30''$  West 54.3 feet; thence North  $89^{\circ}31'15''$  West 1443.74 feet, more or less, to the Southeast corner of Fairway Oaks at Wolf Creek PRUD Phase 2; thence North  $02^{\circ}39'07''$  East 79.90 feet; thence North  $20^{\circ}25'22''$  West 81.47 feet; North  $89^{\circ}16'03''$  East 72.06 feet; thence North  $43^{\circ}02'33''$  East 61.58 feet; thence North  $32^{\circ}49'03''$  West 104.15 feet to 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 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  $59^{\circ}00'$  East 35 feet, more or less; thence North  $31^{\circ}00'$  West 100 feet, more or less; thence South  $79^{\circ}55'10''$  East 38.4 feet; thence North  $31^{\circ}34'30''$  East 35 feet; thence South  $31^{\circ}00'$  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  $73^{\circ}00'$  East 109 feet; thence South  $8^{\circ}24'30''$  West 33.8 feet; thence South

84°03'30" East 72.9 feet; thence South 73°00' West 161.33 feet; thence along a curve to the right with a radius of 230 feet for an arc length of 274.2 feet; thence South 59°00' West 50 feet, more or less, to the East line of said subdivision; thence Northwest 60 feet to beginning.

Excepting therefrom: part of the Northwest quarter and East half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point North 00°30'27" East 70.83 feet along the section line and West 48.57 feet from the center of said Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian: thence the following courses: North 38°48'58" East 183.29 feet; to a non-tangent curve on the South right of way line of SR 158; thence along said SR 158; the following four courses: Southeasterly 53.00 feet; along said curve to the right to a tangent line ( $r=458.00'$   $\Delta=06^{\circ}37'48''$   $t=26.53'$   $ch=52.97'$   $chb=S 48^{\circ}21'33'' E$ ) thence South 51°40'26" East 241.92 feet; to a tangent curve; thence Southeasterly 135.98 feet; along a curve to the right ( $r=141.58'$   $\Delta=55^{\circ}01'39''$   $t=73.75'$   $ch=130.81'$   $chb=S 24^{\circ}12'41'' E$ ) to a compound curve: thence Southerly 54.24 feet; along said curve to the right ( $r=667.71'$   $\Delta=04^{\circ}39'18''$   $t=27.13'$   $ch=54.22'$   $chb=South 05^{\circ}34'04'' W$ ) to a non-tangent line; thence North 84°05'40" West 52.99 feet; to a non-tangent curve thence Westerly 71.08 feet along said curve to the left ( $r=38.08'$   $\Delta=106^{\circ}56'55''$   $t=51.42'$   $ch=61.20'$   $chb=N 84^{\circ}05'40'' West$ ) to a non-tangent line thence North 84°05'40" West 138.51 feet to a non-tangent line; 10°48'19" West 82.39 feet; thence North 49°09'51" West) 166.32 feet; to the point of beginning.

Also excepting therefrom: part of the North half of Section 22, Township 7 North, Range 1 East, Salt Lake Base & Meridian. Beginning at a point North 00°30'27" East 70.83 feet and West 48.57 feet from the center of Section 22; running thence North 55°50'31" West 368.67 feet; thence North 83°42'40" West 23.32 feet; to the South boundary of Wolf Creek Subdivision Phase I; thence along said Wolf Creek Subdivision Phase I the following two courses: North 04°59'10" West 61.40 feet; thence North 69°10'50" East 328.85 feet, to the West right of way line of Wolf Creek Drive (SR-158); thence along the said West right of way line of Wolf Creek Drive (SR-158) the following three courses: Southerly 127.70 feet; along a curve to the left ( $r=1393.31'$   $\Delta=05^{\circ}15'04''$   $\tan=63.89'$   $ch=127.65'$   $chb=S 23^{\circ}30'13'' E$ ) to a compound curve; thence Southerly 7.04 feet; along said compound curve to the left ( $r=1415.43'$   $\Delta=00^{\circ}17'06''$   $\tan=3.52'$   $ch=7.04'$   $chb=S 26^{\circ}07'32'' E$ ) to a compound curve: thence Southerly 150.09 feet; along said compound curve to the left ( $r=458.00'$   $\Delta=18^{\circ}46'34''$   $\tan=75.72'$   $ch=149.42'$   $chb=S 35^{\circ}39'22'' E$ ) to a non-tangent line; thence South 38°48'58" West 183.29 feet; to the point of beginning.

Parcel 11: [22-<sup>021</sup>~~0021~~-0126] *JSB*  
Part of the Northeast Quarter of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian, U.S. Survey: beginning at the North Quarter corner of said Section; running thence South 0°16'53" West 162.04 feet (as per boundary line agreement e# 2153286); thence South 89°07'48" East to Elkhorn Subdivision Phase 2 Amended, thence North 04°02'50" West along said subdivision to the Section line, thence Westerly along the Section line to the point of beginning.

Except that portion within Town Homes Parcel, 68-19

Tax ID: 22-016-0011, 22-016-0025, 22-016-0072, 22-016-0076