

Entry No. <u>194864</u>	Book <u>M 229</u>
RECORDED <u>8-9-82</u> at <u>2:16</u> M Page <u>212</u>	<u>232</u>
REQUEST of <u>Booker, Larsen</u>	
FEE <u>\$ 66.50</u>	WANDA Y. SPRIGGS, SUMMIT CO. RECORDER
INDEXED _____	By <u>Wanda Y. Spriggs</u>
	ABSTRACT _____

Note to Recorder: Please record and abstract this document against all of the property set forth in Recital A of the document attached hereto and entitled COVENANT RUNNING WITH THE LAND CONCERNING RIGHT TO USE JEREMY RANCH COMMON AMENITIES AND FACILITIES AND THE CANYON RACQUET CLUB.

WHEN RECORDED MAIL TO:

Robert J. Grow, Esq.  
 ROOKER, LARSEN, KIMBALL & PARR  
 185 South State Street, Suite 1300  
 Salt Lake City, Utah 84111

NOTICE OF COVENANT RUNNING WITH LAND  
CONCERNING RIGHT TO USE JEREMY RANCH COMMON  
AMENITIES AND FACILITIES AND THE CANYON RACQUET CLUB

THIS NOTICE sets forth the rights of JEREMY RANCH TIME SHARING PARTNERSHIP, a Utah general partnership ["Grantee"], under a contract with THE JEREMY LTD., a limited partnership, BAGLEY & COMPANY, a partnership, and GERALD H. BAGLEY, an individual [collectively referred to hereinafter as "Grantors"], which rights burden and encumber the real property described in Recital A of Exhibit "I" hereof.

1. Grantors are involved in the development of a planned residential and recreational community commonly known as "Jeremy Ranch." The term "Jeremy Ranch," as used herein, is defined in Recital A of that certain Covenant Running With Land Concerning Right to Use Jeremy Ranch Common Amenities and Facilities and the Canyon Racquet Club (the "Covenant").

2. A copy of the Covenant is attached hereto as Exhibit "I" and by this reference made a part hereof.

BOOKM 229 PAGE 212

Amendment to Covenant etc  
 #258873 Bk. 401 p. 671

3. As explained with particularity in the Covenant, Grantee purchased from Grantors certain club membership privileges in the Jeremy Ranch and the Canyon Racquet Club, which privileges burden and encumber the real property described in Recital A of the Covenant.

4. Grantee has submitted the Covenant which restates and makes clear the nature and extent of said privileges, to Grantors for execution, and hereby gives notice that such privileges now burden, bind, and encumber said real property.

DATED this 28th day of July, 1982.

JEREMY RANCH TIME SHARING PARTNERSHIP, a Utah general partnership, By Its Partner, Citicom Time Sharing, Inc., an ~~Ontario~~ <sup>(USA)</sup> corporation *Utah* *DP*

By *David Prentice*  
David Prentice  
Its Vice President

STATE OF ONTARIO )  
COUNTY OF CANADA ) :ss.

On the 28 day of July, 1982, personally appeared before me David Prentice, who being by me duly sworn did say that he is the Vice President of Citicom Time Sharing, Inc., an Ontario corporation, and that said corporation is a partner of JEREMY RANCH TIME SHARING PARTNERSHIP, a Utah general partnership, that he signed the foregoing Notice of Covenant Running With Land Concerning Right to Use Jeremy Ranch Common Amenities and Facilities and the Canyon Racquet Club by authority of a resolution of the Board of Directors of said corporation or its By-Laws and by authority of the Partnership Agreement of said partnership, and did acknowledge to me that said partnership executed the foregoing Notice of Covenant Running With Land Concerning Right to Use Jeremy Ranch Common Amenities and Facilities and the Canyon Racquet Club.

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

*Marius J. [Signature]*  
NOTARY PUBLIC  
Residing at: TORONTO

BOOKM 229 PAGE 21 3

EXHIBIT "I"

Note to Recorder: Please record and abstract this document against all of the property set forth in Recital A.

WHEN RECORDED MAIL TO:

Robert J. Grow, Esq.  
ROOKER, LARSEN, KIMBALL & PARR  
185 South State Street, Suite 1300  
Salt Lake City, Utah 84111

COVENANT RUNNING WITH LAND  
CONCERNING RIGHT TO USE JEREMY RANCH  
COMMON AMENITIES AND FACILITIES  
AND THE CANYON RACQUET CLUB

THIS COVENANT RUNNING WITH LAND CONCERNING RIGHT TO USE JEREMY RANCH COMMON AMENITIES AND FACILITIES AND THE CANYON RACQUET CLUB is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between THE JEREMY LTD., a limited partnership, BAGLEY & COMPANY, a partnership, and GERALD H. BAGLEY, an individual [collectively referred to hereinafter as "Grantors"], and JEREMY RANCH TIME SHARING PARTNERSHIP, a Utah general partnership ["Grantee"], with approval of CANYON RACQUET CLUB, a \_\_\_\_\_.

RECITALS

A. Grantors are involved in the development of a planned residential and recreational community commonly known as "Jeremy Ranch." The term "Jeremy Ranch", as used in this Covenant, shall mean and refer to the following-described real property located in Summit and Morgan Counties, State of Utah:

All of the approximately 11,000 acres known as, or contiguous to, the property commonly called and being developed as the "Jeremy Ranch" which property is located in Summit and Morgan Counties and has heretofore been, is now, or is hereafter owned by any of Grantors, including, but not limited to:

All of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

All Lots in Jeremy Ranch Plat No. 1 Subdivision, as said Lots are shown on the official plat of said Subdivision recorded in the office of the Recorder of Summit County, Utah.

All Lots in Jeremy Ranch Plat No. 2 Subdivision, as said Lots are shown on the official plat of said Subdivision recorded in the office of the Recorder of Summit County, Utah.

All Lots in Jeremy Ranch Plat B Subdivision, as said Lots are shown on the official plat of said Subdivision recorded in the office of the Recorder of Summit County, Utah.

All of the Jeremy Woods Condominium Project, as shown on the Record of Survey Map or official plat of said Project recorded in the office of the Recorder of Summit County, Utah.

B. One, some, or all of Grantors own or control certain user rights and privileges in the recreational facility commonly known as the "Canyon Racquet Club" which is located at 7350 Wasatch Boulevard, Salt Lake County, State of Utah. Some or all of such rights and privileges are set forth in a certain 99-year lease between Vic Merrill and Canyon Development, Inc.

C. The properties and other interests described in Recitals A and B hereof constitute the "Servient Estate."

D. On or about July 14, 1981, Jeremy Ltd. and Grantee executed a certain Real Estate Purchase Agreement, which Agreement was supplemented on July 28, 1981 and amended on April 9, 1982. [Said Agreement as so supplemented and amended is hereinafter referred to as the "Agreement."] Pursuant to the Agreement, Jeremy Ltd. has sold to Grantee the following-described real property located in Summit County, State of Utah [hereinafter referred to as "Grantee's Fee Property"]:

See Exhibit "B" attached hereto and incorporated herein by this reference.

In addition, in the Agreement, Jeremy Ltd. has granted to Grantee an option to purchase certain additional portions of Jeremy Ranch [hereinafter referred to as "Grantee's Option Property"]. Grantee's Option Property is more particularly described in the Agreement. [Grantee's Fee Property and all portions of Grantee's Option Property which are hereafter purchased by Grantee, but

BOOKM229 PAGE 216

only as soon as each portion actually is purchased, are collectively referred to hereinafter as the "Dominant Estate."]

E. The Agreement also provided that Grantee and purchasers from Grantee of condominium units, and such purchasers' guests, would have certain privileges in the Servient Estate as follows:

13. CLUB MEMBERSHIPS. Seller agrees to make available to each purchaser of a condominium unit (or any time-sharing unit therein), and to all guests of each purchaser, golf course and club house privileges in The Jeremy Ranch Country Club upon payment by such purchaser of a fee in such amount as the Buyer and the Seller shall agree upon, such fee to be in no event greater than the lowest commercial fee payable for such privileges by any other person acting at arm's length with the Seller. All such purchasers and guests shall be bound by the Article of Incorporation, By-Laws, Rules and Regulations and other governing documents of the Club.

Membership to and use of Canyon Racquet Club is to be on the same basis as the Golf Club.

D. The parties hereto now desire to restate and make clear the nature and extent of these privileges constituting restrictive covenants or equitable servitudes running with the land, and to execute and file this notice thereof.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt

and sufficiency of which is hereby acknowledged, Grantors hereby jointly and severally covenant with Grantee as follows:

1. The parties acknowledge that every statement set forth in the above Recitals is true and accurate in every respect.

2. Grantors shall make available to each purchaser, owner, or occupant of a condominium unit or any time period unit related thereto (including any such unit or time period unit held by Grantee, its grantees, transferees, heirs, devisees, personal representatives, successors, and assigns) now or at any time hereafter located upon the Dominant Estate, and to all guests of each such purchaser, owner, or occupant, all rights and privileges of use held or enjoyed by any member or user of the common amenities or facilities which now exist or may hereafter exist at Jeremy Ranch including, but not limited to, the Jeremy Ranch Golf Course, Jeremy Ranch Horseback Riding, and the Jeremy Ranch Clubhouse including all things in and around the Clubhouse, upon payment by such purchaser, owner, occupant or guest of a user's fee (in the case of the Golf Course, a green fee), if any is generally required (but no membership fee shall be payable), provided that such fee shall in no event exceed the lowest commercial fee payable for such privileges by any other person or entity acting at arm's length with any of Grantors. All such purchasers and guests shall be entitled to exercise such rights or to enjoy such privileges only during the time the purchaser, or in the case of a guest, the purchaser from whom the guest derives his rights and privileges, is entitled to be in occupancy. Further, all such purchasers and guests shall be bound by those provisions of the Articles of Incorporation,

BOOKM229 PAGE 21 8

By-Laws, Rules and Regulations, and other governing documents applicable to such rights and privileges to the extent they are not inconsistent with the Agreement or this Covenant Running With Land.

3. Grantors also shall make available to each purchaser, owner, or occupant of a condominium unit or any time period unit related thereto (including any such unit or time period unit held by Grantee, its grantees, transferees, heirs, devisees, personal representatives, successors, and assigns) now or at any time hereafter located upon the Dominant Estate, and to all guests of each such purchaser, owner, or occupant, all rights and privileges of use held or enjoyed by any member or user of the common amenities or facilities which now exist or may hereafter exist at the Canyon Racquet Club, upon payment by such purchaser, owner, occupant, or guest of a user's fee, if any is generally required (but no membership fee shall be payable), provided that such fee shall in no event exceed the lowest commercial fee payable for such privileges by any other person or entity acting at arm's length with any of Grantors. All such purchasers and guests shall be entitled to exercise such rights or to enjoy such privileges only during the time the purchaser, or in the case of a guest, the purchaser from whom the guest derives his rights and privileges, is entitled to be in occupancy. Further, all such purchasers and guests shall be bound by those provisions of the Articles of Incorporation, By-Laws, Rules and Regulations, and other governing documents applicable to such rights and privileges to the extent they are not inconsistent with the Agreement or this Covenant Running With Land.



4. The rights and privileges described in Sections 2 and 3 hereof constitute restrictive covenants or equitable servitudes running with the Dominant and Servient Estates, burdening and binding the Servient Estate for the benefit of the Dominant Estate, and thereby binding and inuring to the benefit of the parties hereto, all their affiliates, and all commonly controlled persons or entities, all parties who hereafter acquire any interest in the Dominant and Servient Estates, and their respective grantees, transferees, heirs, devisees, personal representatives, successors, and assigns. By acquiring any interest in the Servient Estate, the party acquiring such interest, however close to or far removed from any of Grantors, consents to, and agrees to be bound by, the stipulations and recitals hereof, the restrictive covenants or equitable servitudes described in Sections 2 and 3 hereof, the remedies and rights to costs and attorneys' fees described in Section 5 hereof, and each and every other provision hereof, to the same extent as if such acquiring party were an actual party and signatory hereto. Further, by acquiring any interest in the Dominant Estate, the party acquiring such interest shall have the same right as Grantee to invoke and enforce every provision herein and to pursue every remedy for any violation or threatened or anticipatory violation hereof, at law or in equity.

5. Any deed, lease, conveyance, or contract made in violation hereof shall be void and shall be declared void upon petition of one or more of the parties hereto, or one or more of the persons or entities set forth in Section 4 hereof, for a decree of a court of competent jurisdiction including, but not limited to, a temporary restraining order, a preliminary injunction, and/or a permanent injunction binding any or all of

BOOK M 229 PAGE 22 Q

the Servient Estate. In addition, such moving person or persons or entity or entities shall be entitled to all other remedies available at law or in equity, including damages for lost profits consequential damages, and specific performance. When such moving person or persons or entity or entities obtain or are entitled to obtain any remedy hereunder, whether legal or equitable, all costs and all expenses of obtaining such remedy, including reasonable attorneys' fees (including such fees on any appeal), whether such costs and expenses are incurred with or without suit or before or after judgment, shall be taxed against the violating person or persons or entity or entities. Grantors shall have all applicable similar remedies against any purchaser of Grantee or any guest of any purchaser upon the violation by any such purchaser or guest of any obligation of such purchaser or guest set forth herein. If any purchaser or guest with respect to any portion of the Dominant Estate, or any other party hereto, has occasion to refer the violation of any of the rights and privileges set forth herein to an attorney to secure performance, the violating person or entity shall pay to such purchaser or guest all costs and all expenses of securing performance, including reasonable attorneys' fees, whether incurred with or without suit or before or after judgment, and including any appeal.

6. No failure by Grantee, or by any person or entity with rights hereunder which are traceable to Grantee, or by any other party hereto, to insist upon the strict performance of any obligation restated or arising herein, or to exercise any remedy restated or arising herein consequent upon a breach hereof, shall constitute a waiver of any such right or remedy.

BOOKM 229 PAGE 22 1



limited partnership, and that said instrument was signed in behalf of said partnership by authority granted to him, and said Gerald H. Bagley acknowledged to me that said partnership executed the same.

\_\_\_\_\_  
NOTARY PUBLIC residing in  
\_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 1982, personally appeared before me Gerald H. Bagley, who being by me duly sworn, did say that he is a General Partner in BAGLEY & COMPANY, a partnership, and that said instrument was signed in behalf of said partnership by authority granted to him, and said Gerald H. Bagley acknowledged to me that said partnership executed the same.

\_\_\_\_\_  
NOTARY PUBLIC residing in  
\_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 1982, personally appeared before me GERALD H. BAGLEY, the signer of the within instrument, who acknowledged to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC residing in  
\_\_\_\_\_

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

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

On the \_\_\_\_\_ day of \_\_\_\_\_, 1982, personally appeared before me GERALD H. BAGLEY, who being by me duly sworn, did say that he is the \_\_\_\_\_ of Canyon Racquet Club, a \_\_\_\_\_, that he signed the foregoing instrument by authority of a resolution of the Board of Directors of said corporation or its By-Laws, and did acknowledge to me that said corporation executed the foregoing instrument.

\_\_\_\_\_  
NOTARY PUBLIC residing in  
\_\_\_\_\_

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

BOOKM 229 PAGE 22 3



EXHIBIT "A"

The land referred to in this report is situated in the  
County of Summit & Morgan, State of Utah, and is described as follows:

BEGINNING at the East Quarter Corner of Section 14, Township 1 North, Range 3 East, Salt Lake Base and Meridian, and running thence West 240 rods; thence South 80 rods; thence West 80 rods; thence South 80 rods to the Southwest corner of said Section 14; thence West along the South boundary of Section 15, said Township and Range aforementioned 2355 feet, more or less, to the ridge separating the drainage between Dry Hollow and East Canyon Creek; thence North along said ridge  $19^{\circ} 50'$  West 2457 feet; thence along the ridge separating the drainage between Dry Hollow and Little Emigration Creek North  $30^{\circ} 52'$  West 1477 feet; thence along said latter ridge, North  $32^{\circ} 54'$  West 1798 feet; thence along said latter ridge South  $76^{\circ} 10'$  West 1778 feet; thence along said latter ridge South  $62^{\circ} 8'$  West 3839 feet; thence along said latter ridge, South  $61^{\circ} 32'$  West 3598 feet, more or less, to the intersection of said latter ridge with the West boundary of the Southeast Quarter of Section 17, Township and Range aforesaid; thence South 6434 feet, more or less, to the South Quarter Corner of Section 20, said Township and Range aforesaid; thence West 160 rods; thence South 7900 feet, more or less to the intersection with the Summit and Salt Lake County line; thence following the said Salt Lake and Summit County Line to a point of intersection with the South line of Section 4 which is approximately the Southeast corner of the Southwest Quarter of the Southwest Quarter of said Section 4, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence East 3197.16 feet; thence South  $45^{\circ}$  West 1902.77 feet; thence Southeasterly to a point of 3395.70 foot radius curve to the right 698.35 feet along the arc of said curve; thence South  $53^{\circ} 22'$  East 146.8 feet; thence North  $36^{\circ} 38'$  East 45 feet; thence South  $53^{\circ} 22'$  East 180.6 feet; thence Southeasterly along a curve to the left, the radius which bears North  $15^{\circ} 29' 46''$  East 3664.80 feet, 1352 feet; thence North 2435.69 feet to the Northeast corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence East 160 rods; thence South 1738.88 feet, more or less, to the North line of Highway 40, thence Northeasterly along said Highway, more or less, to the East line of the Southwest Quarter of the Northeast Quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence North 1400 feet, more or less, to the North line of said Section 10; thence East to the Northeast corner of said Section 10, thence South to U.S. Highway 40; thence Easterly along said Highway 40 to a point on the South line of the North half the North half of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence East 5500 feet, more or less, to the East line of Section 12, Township 1 South, Range 3 East, Salt Lake Base and Meridian; thence South 240 rods, more or less, to the Southeast corner of said Section 12; thence East 5280 feet, more or less, to the Southeast corner of Section 7, Township 1 South, Range 4 East, Salt Lake Base and Meridian; thence North 10560 feet to the North east corner of Section 6, Township 1 South, Range 4 East, Salt Lake Base and Meridian, thence West along the North line of Section 6, 6000 feet, more or less, to the Southeast corner of Section 36, Township 1 North, Range 3 East, Salt Lake Base and Meridian, thence North along the East lines of Section 25 and 36, Township 1 North, Range 3 East, Salt Lake Base and Meridian to the Southeast corner of Section 24, Township 1 North, Range 4 East, Salt Lake Base and Meridian; thence West 160 rods; thence North 160 rods; thence West 160 rods;

BOOKM 207 PAGE 320

thence North 320 rods; more or less, to the East quarter corner of Section 14, Township 1 North, Range 3 East, Salt Lake Base and Meridian, and the point of beginning.

EXCEPTING THEREFROM the whole of HIDDEN COVE NO. 1, REVISED, according to the official plat thereof.

EXCEPTING THEREFROM, a parcel of land described as follows:

Beginning at a point which is 528.81 feet North and 1127.92 feet East of the Southwest corner of Section 4, Township 1 South, Range 3 East, Salt Lake Meridian, and running thence North 200 feet; thence East 200 feet; thence South 200 feet; thence West 200 feet to the point of beginning.

EXCEPTING THEREFROM, a parcel of land described as follows:

Together with a right-of-way for ingress and egress 40 feet in width, 20 feet on each side of the following described centerline: Beginning at a point which is 626.14 feet North and 1127.92 feet East from the Southwest corner of Section 4, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North 69° 26' 30" West 357.07 feet; thence South 51° 22' 30" East 300.0 feet; thence South 20° 46' 30" East 200.0 feet; thence South 53° 45' 30" East 100.0 feet; thence South 56° 47' 30" East 138.04 feet; thence South 78° 03' 50" West 154.45 feet; thence South 84° 21' 45" West 283.41 feet; thence North 72° 36' 30" East 35.97 feet; thence North 62° 36' 30" West 100.00 feet; thence North 46° 37' 30" West 100.00 feet; thence South 28° 37' 30" East 200.0 feet; thence South 50° 37' 30" East 100.0 feet; thence South 45° 07' 30" East 200.0 feet; thence South 43° 38' 30" East 226.47 feet to the center line of an existing dirt roadway; thence along the center line of said roadway along courses and distances as follows: South 48° 15' 00" West 280.87 feet; thence South 72° 41' 00" West 205.65 feet; South 12° 58' 00" West 64.28 feet; South 15° 33' 45" West 115.71 feet; South 73° 48' 15" West 130.80 feet; South 65° 37' 15" West 507.73 feet; South 55° 53' 45" West 161.82 feet; South 25° 25' 25" West 90.46 feet; South 12° 31' 35" East 55.57 feet; South 80° 39' 55" East 131.20 feet; thence North 65° 53' 05" East 96.47 feet; North 89° 32' 35" East 424.37 feet; South 78° 56' 25" East 257.02 feet; South 61° 48' 25" East 129.29 feet; North 71° 33' 35" East 300.63 feet; thence North 80° 29' 05" East 298.71 feet; thence North 85° 43' 05" East 250.13 feet; thence South 51° 37' 25" West 120.0 feet, more or less, to the North line of U.S. Highway 40.

EXCEPTING THEREFROM, a parcel of land described as follows:

Also together with a right of way for ingress and egress 40 feet in width, 20 feet on either side of the centerline of an existing dirt roadway which roadway joins the real property hereinabove described on the East and runs Easterly along the ridge of the mountain and thence Southwesterly down the side of the Mountain joining the right-of-way described in the next preceding paragraph and thence Southerly to the East line of U.S. Highway 40 and being the same roadway which constitutes a part of the said right of way hereinabove described.

BOOKM 229 PAGE 22 6

BOOKM 207 PAGE 32 1  
BOOKM 165 PAGE 5 53

EXCEPTING THEREFROM a parcel of land described as follows:  
From a point 933 feet North and 1390 feet West from the East quarter corner of Section 9, Township 1 South, Range 3 East, Salt Lake Base and Meridian, thence North  $53^{\circ} 22'$  West 146.8 feet to a point of tangency with a 3395.7 foot radius curve to the left; thence Northwesterly 1027.4 feet along the arc of said curve to a point of intersection with the Southwesterly boundary line of the existing stock trail; thence Southeasterly 1252 feet, more or less, along said Southwesterly boundary line of stock trail to the point of beginning.

EXCEPTING THEREFROM, a parcel of land described as follows:  
The Southeast Quarter of the Northeast Quarter of Section 20, Township 1 North Range 3 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM, a Parcel of land described as follows:  
Excluding a strip of land one rod wide on each side of center line of existing irrigation ditches lying to the North and East of U.S. Highway 40 in the Northeast Quarter of the Northeast Quarter of Section 11, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM, a parcel of land described as follows:  
South Half of Section 23, and the North half of the North half of Section 26, Township 1 North, Range 3 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM, a parcel of land described as follows:  
Those portions of Section 29 and 32, Township 1 North, Range 3 East, Salt Lake Base and Meridian lying in Salt Lake County, State of Utah.

EXCEPTING THEREFROM, a parcel of land described as follows:  
The following described portion of Lots 6 and 7, containing approximately 20 acres: The Southwest Quarter of the Northeast Quarter of the Southeast Quarter; the Northwest Quarter of the Southeast Quarter of the Southeast Quarter of said Section 3, Township 1 South, Range 3 East, Salt Lake Base and Meridian.

EXCEPTING THEREFROM, that portion of Lot 62, HIDDEN COVE SUBDIVISION NO. 1, described as follows:

Beginning at the Southwest corner of Lot 62, HIDDEN COVE SUBDIVISION NO. 1. thence North  $61^{\circ} 48' 40''$  East 4 feet; thence North  $26^{\circ} 11' 20''$  West 190 feet; thence South  $61^{\circ} 48' 40''$  West 4 feet; thence South  $28^{\circ} 11' 20''$  East 190 feet to the point of beginning.

EXCEPTING THEREFROM, a parcel of land described as follows:

Beginning at a point North  $89^{\circ} 59' 18''$  West 2501.41 feet and South 870.95 feet from the Northeast corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base and Meridian, and running thence North  $88^{\circ} 35' 20''$  West 301.42 feet; thence South  $0^{\circ} 08' 40''$  West 150.96 feet along a fence; thence North  $85^{\circ} 35' 51''$  East 248.09 feet; thence North  $23^{\circ} 35' 04''$  East 135.84 feet to the point of beginning.

TOGETHER WITH a 20 foot right of way, the center line of which begins North  $88^{\circ} 35' 20''$  West 10 feet from the Northeast corner of the above described property and runs thence South  $88^{\circ} 35' 20''$  East 210.78 feet; thence South  $76^{\circ} 48' 20''$  East 200.00 feet; thence North  $70^{\circ} 41' 40''$  East 300.00 feet; thence North  $64^{\circ} 45' 40''$  East 300.00 feet; thence



North 38° 28' 40" East 46.86 feet to a point 10 feet West of Sunrise Hills Subdivision; thence North 0° 04' 05" West 74.45 feet; thence North 25° 54' 40" East 94.59 feet; thence North 15° 11' 20" East 93.01 feet; thence North 9° 55' East 48.49 feet; thence North 2° 03' 50" West 92.61 feet; thence North 27° 32' 30" West 64.65 feet; thence North 44° 42' 40" West 58.20 feet; thence North 0° 04' 05" West 50.25 feet to a point 10 feet West of the West end of the North line of Hilltop Drive.

EXCEPTING THEREFROM, a parcel of land described as follows:

Portions of Lots 6 and 7, contained approximately 20 acres, and described as the Southwest quarter of the Northeast quarter of the Southeast quarter; the Northeast quarter of the Southeast quarter of the Southeast quarter excepting therefrom, however, that portion of Lot 64, Hidden Cove No. 1, a subdivision according to the official plat thereof, recorded in the office of the Summit County Recorder, Summit County, State of Utah, to the extent said Lot 64, encroaches upon the above described land. (Section 33, Township 1 South, Range 3 East, Salt Lake Base and Meridian)

EXCEPTING THEREFROM, a parcel of land described as follows:

Beginning at an angle point on the existing northerly frontage road right of way line of said project, which point is 55.0 feet perpendicularly distant northerly from the "U" line of said frontage road at Engineer Station PC 56+75, said point is 72 feet southerly along the east line of said Southwest quarter of the Southeast quarter to said northerly right of way line and approximately 923 feet North 79° 45' West along said northerly right of way line from the Southeast corner of said Southwest quarter of the Southeast quarter; thence Northwesterly 42.43 feet along a straight line to a point 85.0 feet perpendicularly distant northerly from said "U" line at Engineer Station 56+45 thence South 81° 15' 57" East 20.68 feet; thence South 34° 45' East 43.2 feet; thence North 79° 45' West 21.21 feet to the point of beginning.

EXCEPTING THEREFROM those parcels of land described in various Final Orders under Condemnation Proceedings by the State Road Commission of Utah. Said parcels are along the Southern extremities of said property only, abutting on the present Highway 40.

EXCEPTING THEREFROM the parcel of land described as follows:

COMMENCING at a point which is North 89° 23' East 58.9 feet and South 0° 23' East 414 feet from a permanent concrete marker numbered CV-17 which is situated on the North boundary line of Section 22, Township 1 North, Range 3 East, Salt Lake Base and Meridian, which point of beginning is also established by the intersection of the West boundary of the East Canyon Road right of way and a line which is 414 feet South of and which runs parallel to the North boundary line of said Section and running thence South 89° 23' West 473.5 feet; thence South 30 feet, more or less to the center of the East Canyon Creek; thence in a Southwesterly direction along the center line of the East Canyon Creek to a point which is North 89° 23' East 212 feet, more or less, from a point which is South 13° 8' West 370.2 feet from a point which is South 89° 23' West 918.2 feet from the point of beginning; thence South 89° 23' West 212 feet, more or less, to a point which is South 13° 8' West 370.2 feet from a point which is South 89° 23' West 918.2 feet from the point of beginning; thence South 13° 8' West 248.6 feet; thence East 317.5 feet, more or less to the West boundary of the East Canyon Road right of way; thence along the West boundary of the East Canyon Road right of way in a Northeasterly direction to the point of beginning, containing 5 acres more or less.

BOOKM 229 PAGE 22 8

5  
PAGE 16 5  
BOOKM 207 PAGE 32 3

RECORDER'S MEMO

( LEGIBILITY OF WRITING, TYPING OR  
PRINTING UNSATISFACTORY IN THIS  
DOCUMENT WHEN RECEIVED. )

Schedule A  
Page 5

SUBJECT TO an easement for ingress and egress in favor of Richard D. Madsen and Nancy A. Madsen, his wife, running from a point on the West boundary of the East Canyon Road right of way, which point is approximately 370 feet South of the North boundary line of the tract hereinabove described, in a Northwesterly direction along an existing jeep trail to the East boundary of a tract conveyed to said Richard D. Madsen and Nancy A. Madsen of even date

EXCEPTING THEREFROM the parcel of land described as follows:

COMMENCING at a point which is North 89° 23' East 58.9 feet, South 0° 23' East 414 feet and South 89° 23' West 913.2 feet from a permanent concrete marker numbered CV-17 which is situated on the North boundary line of Section 22, Township 1 North, Range 3 East, Salt Lake Base and Meridian, which point of beginning is also described as being South 89° 23' West 918.2 feet from a point established by the intersection of the West boundary of the East Canyon Road right of way and a line which is 414 feet South of and which runs parallel to the North boundary line of said Section 22, and running thence South 13° 8' West 370.2 feet; thence North 89° 23' East 212 feet, more or less to the center of the East Canyon Creek; thence in a Northeasterly direction along the center line of the East Canyon Creek to a point which is North 89° 23' East 444.7 feet and South 30 feet, more or less, from the point of beginning; thence North 30 feet, more or less, to a point which is North 89° 23' East 444.7 feet from the point of beginning; thence South 89° 23' West 444.7 feet to the point of beginning; containing 2.5 acres, more or less.

TOGETHER WITH an easement for ingress and egress running from a point on the West boundary of the East Canyon Road right of way, which point is approximately 370 feet South of the North boundary line of the tract hereinabove described, in a Northwesterly direction along existing jeep trail across a tract conveyed to J. Kent Buehler and Cleo S. Buehler, his wife, of even date herewith, to the East boundary of the tract hereinabove described.

EXCEPTING HEREFROM the following:

A 145.0 foot wide strip of property over Sections 22 and 23 of Township 1 North, Range 3 East, Salt Lake Base and Meridian, the boundary of which is described as follows:

BEGINNING at a point on the North line of said Section 22, at a point South 89° 23' 00" West 781.67 feet from the Northeast corner of said Section 22 and running thence South 89° 23' 00" West 161.40 feet along said North line of Section 22, thence South 26° 40' 00" East 129.33 feet; thence South 29° 30' 00" East 543.81 feet; thence South 31° 35' 00" East 229.57 feet; thence South 45° 20' 00" East 172.45 feet; thence South 38° 00' 00" East 84.94 feet; thence South 31° 45' 00" East 278.16 feet; thence South 41° 40' 00" East 301.60 feet; thence South 30° 00' 00" East 275.74 feet; thence South 25° 00' 00" East 477.64 feet; thence South 17° 00' 00" East 318.71 feet; thence South 27° 00' 00" East 174.26 feet; thence South 21° 00' 00" East 71.62 feet to the East-West centerline of said Section 23, Thence South 89° 40' 30" East 152.29 feet thence North 21° 00' 00" West 133.60 feet; thence North 27° 00' 00" West 168.83 feet thence North 17° 00' 00" West 319.73 feet; thence North 25° 00' 00" West 496.19 feet thence North 30° 00' 00" West 293.41 feet; thence North 41° 40' 00" West 326.47 feet thence North 31° 45' 00" West 267.93 feet; thence North 38° 00' 00" West 31.61 feet thence North 45° 20' 00" West 171.11 feet; thence North 31° 35' 00" West 256.33 feet thence North 29° 30' 00" West 536.09 feet; thence North 26° 40' 00" West 54.92 feet to the point of beginning.

BOOKM 229 PAGE 229

EXCEPTING AND RESERVING unto Diversified Mortgage Investors of Massachusetts Business Trust, its successors and assigns, a perpetual non-exclusive right-of-way over and across the above described property for vehicular and non-vehicular ingress and egress.

EXCEPTING THEREFROM the following:

The northwest quarter of the northeast quarter of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian. Also all the portion of the southwest quarter of the northeast quarter of said Section 10 lying on the northerly side of the highway right of way and being more particularly described as follows:

Beginning at the northwest corner of the southwest quarter of the northeast quarter of said Section 10 and running east 1320 feet more or less to the northeast corner of the southwest quarter of the northeast quarter of said Section 10, thence south  $0^{\circ} 4' 5''$  east 84.54 feet to the northerly line of highway right of way, thence along said right of way south  $61^{\circ} 58'$  west to the intersection of said right of way line with the west line of the southwest quarter of the northeast quarter of said Section 10, thence north  $0^{\circ} 2'$  west 750.86 feet to the place of beginning.

But including the following portion thereof:

Beginning at a point north  $89^{\circ} 59' 18''$  west 2501.41 feet and south 870.95 feet from the northeast corner of Section 10, Township 1 South, Range 3 East, Salt Lake Base & Meridian, and running thence north  $88^{\circ} 35' 20''$  west 301.42 feet; thence south  $0^{\circ} 08' 40''$  west 150.96 feet along a fence; thence north  $85^{\circ} 35' 51''$  east 248.09 feet; thence north  $23^{\circ} 35' 04''$  east 135.84 feet to the point of beginning.

BOOKM 229 PAGE 230

BOOKM 165 PAGE 557

BOOKM 207 PAGE 325

EXCEPTING THEREFROM all of Sections 6 and 7, Township 1 South, Range 4 East,  
Salt Lake Base and Meridian.

Property containing approximately 11,220 acres.

BOOKM 207 PAGE 326

BOOKM 229 PAGE 231

EXHIBIT "B"

The following described property located in Summit County, State of Utah:

BEGINNING at a point which is South  $89^{\circ}53'23''$  West 621.85 feet along the South section line and North 616.38 feet from the Southeast corner of Section 3, Township 1 South, Range 3 East, Salt Lake Base and Meridian; and running thence North 307.61 feet to a point on a 407.37 foot radius curve concave to the Northwest; thence to the left 108.27 feet along the arc of said curve (chord on said curve bears North  $47^{\circ}17'49''$  East 107.95 feet) to the point of tangency; thence North  $39^{\circ}41'00''$  East 107.42 feet to the point of curvature of a 439.69 foot radius curve; thence to the right 252.29 feet along the arc of said curve (chord on said curve bears North  $56^{\circ}07'17''$  East 248.85 feet) to the point of tangency; thence North  $72^{\circ}33'34''$  East 230.42 feet to a point on a 427.43 foot radius curve concave to the West; thence to the right 186.09 feet along the arc of said curve (chord on said curve bears South  $01^{\circ}31'40''$  West 184.62 feet) to the point of reverse curvature with a 360.00 foot radius curve; thence to the left 282.74 feet along the arc of said curve (chord on said curve bears South  $08^{\circ}30'00''$  East 275.53 feet); thence leaving said curve and running South  $59^{\circ}00'00''$  West 415.91 feet; thence West 253.65 feet to the point of beginning.

BOOKM 229 PAGE 232

BOOKM 199 PAGE 41