

WHEN RECORDED PLEASE RETURN TO:

Deer Crest Master Association
c/o Diane H. Banks
Fabian VanCott
215 South State Street, Suite 1200
Salt Lake City, UT 84111

Space above for County Recorder's Use

**NOTICE OF
AMENDED AND RESTATED BYLAWS
OF
DEER CREST MASTER ASSOCIATION, INC.
A Non-Profit Corporation of the State of Utah**

Diane H. Banks, attorney for Deer Crest Master Association, Inc., a non-profit corporation of the State of Utah, hereby gives notice that on December 27, 2018, the *Amended and Restated Bylaws of Deer Crest Master Association, Inc.*, attached hereto as **Exhibit A**, was duly executed by its President, W. James Tozer, Jr., and attested to by Lynda Fetter, its Secretary, in relation to the properties more particularly described in **Exhibit B** attached hereto.

Dated this 3rd day of November 2020.

Diane H. Banks
Signed on 20201104 07:15:22 -8:00

DIANE H. BANKS
Attorney for Deer Crest Master Association, Inc.

STATE OF UTAH)
) :SS.
COUNTY OF SALT LAKE)

On this 3rd day of November 2020, personally appeared before me Diane H. Banks, Attorney for Deer Crest Master Association, Inc., the signer of the above instrument, who duly acknowledged to me that she executed the same. This notarization was completed remotely through the use of electronic devices.



Megan Fletcher
Signed on 20201104 07:15:22 -8:00
NOTARY PUBLIC

507863CC-74FB-4A64-A1EF-C9EFCE7179ED --- 2020/11/03 09:45:05 -8:00 --- Remote Notary

EXHIBIT A

Amended and Restated Bylaws of Deer Crest Master Association, Inc.
Dated December 27, 2018

507863CC-74FB-4A64-A1EF-C9EFCE7179ED --- 2020/11/03 09:45:05 -8:00 --- Remote Notary



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**AMENDED AND RESTATED BYLAWS
OF
DEER CREST MASTER ASSOCIATION, INC.
A Non-Profit Corporation of the State of Utah**

Pursuant to the provisions of the Utah Non-Profit Corporations Act, the Board of Directors (“Board”) of the Deer Crest Master Association, Inc., hereby adopts the following Amended and Restated Bylaws of the Deer Crest Master Association, Inc. as approved by a majority vote of the Members at a meeting held December 27, 2018.

**ARTICLE I
NAME AND PRINCIPAL OFFICE**

1.1 Name. The name of the corporation is “Deer Crest Master Association, Inc.” and it is referred to below as the “Master Association”. The corporation may also generally be referred to as “DCMA”.

1.2 Offices. The office of the Master Association will be in Summit or Wasatch County, Utah, or at such other location as determined by the Board.

**ARTICLE II
MEMBERS AND MEETINGS**

2.1 Membership. The Members of the Master Association shall be all of the owners of property subject to the Master Declaration of Covenants, Conditions and Restrictions for Deer Crest dated October 31, 1997 as thereafter amended (the “Master Declaration”), all of which property may be referred to together as the “Project”. The Members include Deer Crest Associates I, L.C., or its assigns, as the “Declarant” of the Project as set forth in the Declaration, the owners of all Lots within the Project and all Neighborhood Associations within the Project. Membership of Lot owners is deemed an appurtenance to each Lot, and shall pass automatically to the owner of each Lot upon conveyance of title. The Classes of Membership shall be as established in the Master Declaration.

2.2 Annual Meetings. The annual meeting of the Members of the Master Association will be held during the last two weeks of December on the date determined by the Board, or at any other time, date and place designated by the Board (the “Annual Meeting”). The purpose of the Annual Meeting is to announce the names of the Directors appointed or elected or appointed by Declarant and the Neighborhood Associations as set forth herein, to elect Lot Owner Directors, as applicable, and to conduct such other business that comes before the meeting. If the new Directors are not announced or elected at the Annual Meeting as set forth herein, the existing Directors shall continue to serve until their successors are named in a special meeting or a vacancy is filled by the Board as set forth herein; provided, however, that the initial Directors elected or appointed by the Neighborhood Associations may give notice of such election or appointment to the President of the Board within thirty (30) days of adoption of these Amended and Restated Bylaws and without the requirement to hold an additional meeting of the Members.

2.3 Special Meetings. Special meetings of the Members may be called by the Board, the President, or by the Members of the Master Association representing not less than 51% of the total

voting power within the Master Association. Any notice of special meeting shall state the time, place, and date of the meetings, and the matters to be considered at that meeting. When a special meeting is called by the Members of the Master Association, the notice shall be in writing, and delivered to the President.

2.4. Place of Meetings. All meetings will be held in Summit or Wasatch County, Utah at a location specified by the Board, unless a majority of the Members have authorized a meeting to be held elsewhere by majority vote or written waiver.

2.5 Notice of Meeting. The Board shall cause written or printed notice of the date, time, place and purposes of all meetings of the Members to be sent to each of the Members electronically or by mail. Notice of regular meetings shall be sent not more than 60 but not less than 30 days prior to the meetings. Notice of special meetings shall be sent no fewer than 10 days before the meeting. Mailed notice is deemed delivered when it is deposited in the United States Mail, postage prepaid, addressed to the Member at the last known address. Electronic notice is deemed delivered when sent electronically to the address provided to the Master Association by the Member. Each Member shall register both a physical and an electronic address with the Master Association, and it shall be the obligation of the Member to provide notice of any change of address, physical or electronic, to the Master Association. If no address is registered, the Master Association may mail or electronically send that Member's notice to the Secretary of the Master Association as the agent for the Member. Only one notice will be mailed or sent electronically for each Lot. If there are multiple owners of a Lot, they must designate one of them to receive the notice of meetings on their behalf.

2.6 Members of Record. Upon purchasing a Lot in the Project, each Owner shall promptly cause the title company to notify the Master Association of the change of ownership or furnish the Master Association with a copy of the deed or other instrument under which he or she acquired title to the Lot. In the event a Lot is owned by a limited liability company, corporation or other business entity, the owner shall also notify the Master Association of the representative authorized to cast the vote for such Lot and the individual guarantor for such Lot. For purposes of determining a quorum, determining the persons entitled to vote, and all other matters before a meeting of the Members, the Master Association may designate a record date. If no record date is designated, the record date is deemed to be the business day prior to the date on which notice of the meeting was mailed or delivered electronically to the Members. The persons appearing as the Members as of the record date subsequent to the record date, or whose ownership is not registered with the Master Association until subsequent to the record date shall not be entitled to notice, shall not be counted in comprising a quorum, and shall not be entitled to vote at the meeting. This shall not preclude a person who acquires his or her Membership subsequent to the record date from attending the meeting or voting the interest of his predecessor under a written proxy.

2.7 Quorum. At any meeting of the Members, the presence of the Members, in person or by proxy, holding the right to cast at least 51% of the total votes of the Master Association shall constitute a quorum for the transaction of business by the Members. In the event that a quorum of the Members is not present at a meeting, another meeting may be called by giving not less than 10 days' notice in advance of the meeting, and the required quorum at the subsequent meeting shall be 25% of the total votes of the Master Association (or of the votes of a particular class). No subsequent meeting shall be held more than 30 days following the preceding meeting. Notwithstanding the foregoing, for the purpose of election of a Director by the Lot Owner Group (defined below), the members of the Lot Owner Group that are represented at the Annual Meeting in person or by proxy shall constitute a quorum of that group.

2.8 Proxies. At each meeting of the Members, each Member entitled to cast a vote shall be entitled to vote in person or by written proxy. All proxies must be in writing, signed by the Member as shown on the records of the Master Association. When a Membership is jointly held, the proxy must be signed by all of the joint owners of the Membership. A proxy may be delivered or returned electronically, and an original signature on the proxy is not required. Proxies must be presented to the Secretary of the Meeting at the beginning of the meeting for purposes of determining a quorum. The Secretary will make an entry of proxies in the minutes of the meeting.

2.9 Voting Rights of Members. With respect to each matter presented to the Members, each Member shall be entitled to cast the votes specified in the Declaration of Master Covenants, Conditions, and Restrictions for the Deer Crest Project (the "Master Declaration"). Each Lot Owner Member will be entitled to cast one vote for each Lot that he, she or it owns. Each Neighborhood Association within the Deer Crest Project will be entitled to cast the votes allocated to such association in the Master Declaration. Owners of Units within multi-family or condominium Neighborhood Associations shall not have voting rights in the Master Association except indirectly through the votes allocated to the Neighborhood Association. Lots with multiple owners will be entitled to only one vote for that Lot, and unless the Board receives a written objection from a co-owner, it shall be conclusively presumed that the voting co-owner is acting with the consent of all co-owners. No votes shall be cast for any Lot where there is a disagreement between the co-owners in writing or at a meeting. If only one of the multiple owners is present at the meeting and no written objection is received by the Board, the other owners are deemed to have consented to that owner voting the interests of that Lot. In the event of Lots held subject to Trust Deeds or Mortgages, the Trustor or Mortgagor will be entitled to vote, and the Lender shall have no right to vote; provided however that when a Lender has taken possession of any Lot, the Lender shall be deemed to have succeeded to that interest of the Trustor or Mortgagor, and shall then be entitled to cast that vote.

2.10 Simple Majority. Unless a greater vote or a vote of classes is required by the Master Declaration, any matter placed before the Members for a vote shall pass if there is an affirmative vote of the majority of the votes entitled to be cast by Members present in person or by proxy at the meeting (and there is a quorum present). All matters may be voted by secret ballot or by show of hands or such other means as the Officer conducting the meeting shall determine. Classes of member shall have such voting rights with respect to matters requiring approval of the class as may be provided in the Master Declaration or set forth herein.

2.11 Waiver of Irregularities. Any inaccuracies, irregularities, or errors in any call for a meeting or notice of meeting inaccuracies or irregularities in the determination of a quorum or acceptance of proxies are deemed waived unless there is an objection stated at the meeting prior to the vote being taken; provided, however, that unless the written consents of all Members entitled to vote have been obtained, notice of any Member approval without a meeting shall be given at least ten days before the consummation of the transaction, action, or event authorized by the Member action to (a) each Member entitled to vote that did not consent in writing, and (b) to any Member not entitled to vote to whom the Act requires that notice of the proposed action be given.

2.12 Informal Action. Any act which is required to be taken or approved at a meeting may be taken or approved without a formal meeting if Members holding a majority of the total voting power within the Master Association consent to the action in writing prior to the action being taken. The Members may hold meetings for which formal notice was not given if the Members waive notice prior to the meeting.

**ARTICLE III
BOARD OF DIRECTORS**

3.1 General Powers. The Board shall have authority to manage and control the property and affairs of the Master Association. The Board may exercise all powers conferred upon it by law, by the Articles of Incorporation, by these Bylaws, or the Master Declaration, provided however that those powers which are specifically reserved to the Members by law or by the Articles of Incorporation shall be exercised only by the Members. The Board may delegate to the Officers, managers, or others such of its powers as are appropriately delegated.

3.2 Number and Tenure. There shall be no fewer than five and no more than seven members of the Board of Directors. Each Director shall serve until their successors have been elected or appointed as set forth herein and such successor has assumed office. The Directors shall serve staggered terms of three (3) years. At each annual meeting, only those Lot Owner Directors whose terms have expired will stand for election. Directors need not be residents of the State of Utah.

3.3 Board Meetings. The Board shall have at least one meeting per year, which shall be within 90 days preceding the Annual Meeting of the Members for the purpose of setting the agenda for that meeting. The Directors may also meet as often as they see fit, and as required by law or the Articles or for any purpose related to managing the business and regulating the affairs of the Master Association. Special meetings may be called by the President or a majority of the Board by giving notice to the other Board members. Notice of Board meetings will be given in writing, electronically or by telephone not more than 15 days, and not less than 5 days prior to the date of the meeting; provided, however, that in the event of an emergency, the President may call an emergency meeting on shorter notice. Directors shall use their best efforts to attend each meeting of the Board personally.

3.4 Quorum and Voting. A quorum at a Board meeting will consist of a simple majority of the Board, or if there is an even number of Board Members, then a quorum will consist of 50% of the Directors. Board members may be counted as present if they are participating in the meeting by telephone. No proxies will be given among Board members. Actions of the Board may be taken by formal action, or by informal action as set forth below. No individual Director shall have the authority to act on behalf of the Master Association except when acting according to the exercise of his or her duties as an officer of the Master Association. Unless a greater or lesser vote is required by the Master Declaration or these Bylaws, any matter placed before the Board for a vote shall pass if there is an affirmative vote of the majority of the votes entitled to be cast by the Directors present at the meeting (and there is a quorum present).

3.5 Election of Directors. Following adoption of these Amended and Restated Bylaws, Directors shall be elected or appointed by specific Member groups as follows. This provision can only be amended by the vote of 67% of the Members.

Declarant Lot Owner Director: Until such time as Declarant and its affiliates (the "Declarant Owner Group") owns 14 residential Lots or fewer (the "Declarant Lot Minimum"), one (1) Director shall be appointed by the Declarant (the "Declarant Lot Owner Director").

Lot Owner Directors: There shall be three (3) Directors (the "Lot Owner Directors") elected by a majority vote of the Lot Owner Group present or represented by proxy at the Annual Meeting or a special meeting of the Lot Owner Group called for such purpose. Each member of the Lot Owner Group shall have one vote. Until the Declarant Lot Minimum is reached, the Lot Owner Group will consist of all residential Lot owners other than Declarant and its associates, and after the Declarant

Lot Minimum is reached, all residential Lots then owned by the Declarant Owner Group shall be added to the Lot Owner Group. All Lot Owner Directors must be an owner or co-owner of a residential Lot within Deer Crest or control an entity owner of such Lot. The terms of these three (3) Directors shall be staggered such that the terms expire over 3 successive years, as initially determined by the Board.

Following the time when the Declarant Lot Minimum is reached, there will not be a Declarant Lot Owner Director, but instead a fourth residential Lot owner Director will be elected by majority vote of the Members of the Master Association at the Annual Meeting (the "Fourth Lot Owner Director"). Such Director must be an owner or co-owner of a residential Lot within Deer Crest or be nominated by an entity owner of such Lot. In voting for such Director, each Lot Owner Member will be entitled to cast one vote for each Lot that he, she or it owns and each Neighborhood Association within the Project will be entitled to cast the votes allocated to such association in the Master Declaration.

Roosevelt Gap Neighborhood Association (Hotel Owner) Director: One (1) Director shall be elected or appointed by the Roosevelt Gap Neighborhood Association (the "Hotel Owner Director").

The Jordanelle Village Neighborhood Association Director: One (1) Director shall be elected or appointed by the Jordanelle Village Neighborhood Association (the "Jordanelle Village Director").

Deer Hollow and Deer Pointe Neighborhood Association Director: One (1) Director shall be elected or appointed by the Deer Hollow and Deer Pointe Neighborhood Association together (the "Deer Hollow/Deer Point Director"). Residential Lots within the Deer Hollow Neighborhood, if any, are entitled to vote in the Declarant Owner Group or Lot Owner Group, as applicable.

3.5.1 Initial Appointment and Election. Within sixty (60) days of adoption of these Amended and Restated Bylaws, Declarant will give written notice to the Board of the appointment of the Declarant Lot Owner Director and each of the applicable Neighborhood Associations will give written notice of the appointment or election of the Hotel Owner Director, Jordanelle Village Director and Deer Hollow/Deer Point Director. The Board will appoint one (1) additional Lot Owner Director to serve temporarily until his or her successor is elected at the next Annual Meeting, and the two existing Directors owning homes within Deer Crest will fill the two other Lot Owner Director seats. The terms of these three (3) Directors shall be staggered such that the terms expire over 3 successive years, as initially determined by the Board; provided, however, that all existing Directors shall continue to serve for their unexpired terms until the replacement Director is elected and assumes the position.

3.5.2 Notice of Appointment or Election. Following the initial appointment/election of Directors as set forth in Section 3.5.1, and subject to the expiration of the term of each respective Director, Declarant and each Neighborhood Association shall give written notice of the appointment of the Declarant Owner Director or the election of the Hotel Owner Director, Jordanelle Village Director or Deer Hollow/Deer Point Director, as applicable, to the Master Association no less than seven (7) days prior to the Annual Meeting of the Members of the Master Association, and any vacancy in positions held by the Lot Owner Director(s) shall be filled at the next Annual Meeting. Notwithstanding the foregoing, in the event the term of an existing Director appointed or elected by Declarant or a Neighborhood Association expires without the receipt by the Board of notice of the

replacement Director, the existing Director shall continue to act until such time as his or her replacement is appointed or elected and written notice is provided to the Board.

3.6 Compensation. The Directors shall serve without compensation, and their expenses will not be reimbursed by the Master Association without express Board approval.

3.7 Resignation, Removal and Replacement. Following the date these Amended and Restated Bylaws are adopted, any Director may resign and the Board may remove any Director for cause at any time. Specific Directors may be removed and replaced as follows:

Declarant may replace or appoint the Declarant Lot Owner Director at any time; provided, however, that written notice of such appointment must be given to the Board for such replacement to be effective.

Any Lot Owner Director may be removed by an affirmative vote of Members holding at least 67% of the total voting power of the Lot Owner Group at a regular or special meeting called for that purpose, and in the event of a vacancy of a Lot Owner Director, the remaining Lot Owner Directors may elect a replacement Director to act until the end of the term of the Director being replaced.

Any Director elected or appointed by a Neighborhood Association may be removed prior to the end of his or her term of office by the Neighborhood Association electing such Director and a replacement Director may be elected or appointed at any time by such association to serve until the end of the term of the Director being replaced or vacancy being filled; provided, however, that written notice of such appointment must be given to the Board for such replacement to be effective.

3.8 Unfilled Vacancies. In the event the Declarant, a Neighborhood Association or the Lot Owner Group do not fill a vacancy on the Board of Directors within ninety (90) days, the remainder of the Board may appoint a replacement Director to fill the balance of the vacant term.

3.9 Informal Action by Directors. The Directors may take any action they could take in a formal meeting without a formal meeting, provided that the action is authorized in advance in writing signed by a majority of the Board, and further provided that all of the Directors must have been given written advance notice of the action without a formal meeting and (a) the Board shall have received a written consent either approving, voting against, or abstaining from voting from all Directors and (b) at least a majority of the Directors shall have voted in favor of the action. The Directors may waive notice of meetings by signing written waivers at the time of the meeting. Minutes of all Board meetings will be kept, and when a meeting is held without prior notice, the minutes will reflect the written waiver of notice.

ARTICLE IV OFFICERS

4.1 Number. The Officers of the Master Association shall consist of at least a President, Vice President, and a Secretary/Treasurer. The Board may establish such other Officers as it deems appropriate.

4.2 Appointment Tenure. The Officers of the Master Association will be appointed by the Board of Directors at their annual meeting, and all Officers will serve at the pleasure of the Board and may be removed by a majority vote of the Board in a meeting called for that purpose.

4.3 Duties of the President. The President shall preside at meetings of the Board of Directors and at meetings of Members. He or she shall sign, on behalf of the Master Association, all legal documents approved by the Board, including deeds and mortgages and other contracts. The President shall supervise and be primarily responsible for the day to day operation of the Master Association's affairs, including the firing and termination of employees and subordinates. The President shall perform such other duties as assigned by the Board.

4.4 Duties of the Vice President. One or more Vice Presidents will perform the duties of the President if the President is not available, and shall perform such other duties as designated by the Board.

4.5 Duties of the Secretary/Treasurer. The Secretary/Treasurer is responsible to keep accurate records of the Members of the Master Association and the transfer of their interests to others, to keep minutes at the meetings of the Master Association Members and the Directors, and cause notice of any meetings to be issued as called for in these Bylaws, to file annual reports, and to perform all other assignments of the Board.

4.6 Compensation. The Officers will serve without compensation, provided that their reasonable out of pocket expenses in performing their duties for the Master Association will be reimbursed. The Board may fix such other compensation as it finds appropriate given the responsibility of the Officers.

ARTICLE V INDEMNIFICATION

5.1 Indemnification Against Third Party Actions. The Master Association shall defend and indemnify the Officers and Directors against all actions, claims, and suits brought by third parties against them individually which arise from the exercise of their obligations and duties as Officers and Directors. This shall include all civil, administrative, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Director on behalf of the Master Association.

5.2 Indemnification Against Member Actions. The Master Association shall defend and indemnify the Officers and Directors against all actions, claims, and suits brought by Members of the Master Association against them individually which arise from the exercise of their obligations and duties as Officers and Directors. This shall include all civil, administrative, or investigative actions whether brought by an individual or a governmental agency. The indemnification shall extend to the payment of reasonable attorneys fees incurred in the defense of such action, including fees for independent counsel, and the payment of any fine, settlement, or judgment. This indemnity is limited in scope to those acts or omissions arising from the good faith exercise of the authority of the office held, or the discharge of the duties as a Director on behalf of the Master Association.

5.3 Request for Indemnification. When any Officer, Director or employee of the Master Association receives notice of any action referred to above, he or she must give notice to the President and to the Board of Directors, stating the nature of the claim, the claimant, and providing all pertinent information about the claim. The Board, in the case of an action against an officer or employee, or

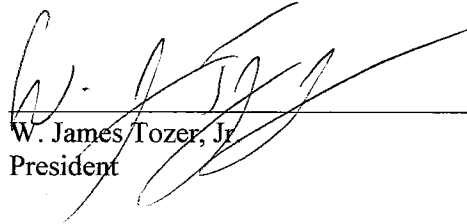
against a single Director, may vote to indemnify the officer, employee or Director. In the event that the action is against the Board of Directors as a whole, or names more than a single Director individually, and the claim is entirely covered by and within the policy limits of the Master Association's insurance coverage, the Board may vote to indemnify itself and the individuals named. In the event that the claim exceeds the limits of any insurance coverage, or is not covered, the Board may not agree to indemnify itself without presenting the matter to the Master Association for a vote at a special meeting called for that purpose.

5.4 Liability Insurance. The Board shall cause the Master Association to purchase liability insurance in an amount not less than \$2 million or such greater amount as the Board, at its discretion, may determine to cover general liability of the Master Association and to specifically cover the indemnity obligations described above.

**ARTICLE VI
AMENDMENT**

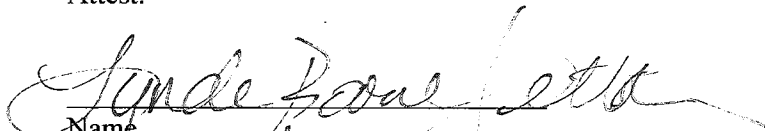
6.1 Amendment. Except as set forth in Section 3.5, these Amended and Restated Bylaws may be amended by the Members of the Master Association from time to time as the Members see fit by a majority vote at a meeting called for that purpose.

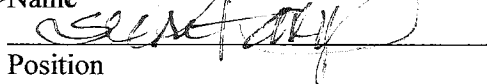
The foregoing Amended and Restated Bylaws of Deer Crest Master Association, Inc. are adopted as of this 27th day of December, 2018 following the affirmative vote of a majority of the Members.



W. James Tozer, Jr.
President

Attest:



Name


Position

EXHIBIT B

Description of Real Property

507863CC-74FB-4A64-A1EF-C9EFCE7179ED --- 2020/11/03 09:45:05 -8:00 --- Remote Notary



PARCEL 1 HOTEL SITE:

A portion of the property is located in Summit County, Utah, and is described as follows:

Beginning at a point on the Summit-Wasatch County line as monumented, said point is located South 1799.86 feet and East 5007.93 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the Summit-Wasatch County line the following nine (9) courses: 1) South 08°43'41" West 376.39 feet; thence 2) 28°29'27" West 214.25 feet; thence 3) South 11°18'39" West 801.35 feet; thence 4) South 12°51'25" West 724.39 feet; thence 5) South 12°53'14" West 499.61 feet; thence 6) South 26°08'13" East 279.53 feet; thence 7) South 40°47'43" East 296.74; thence 8) South 51°35'50" East 408.17 feet; thence 9) South 41°02'08" West 549.09 feet; thence along the Westerly end line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'28" West 353.22 feet; thence along the Westerly end line of the Fred Williams No. 1 Mining Claim (MS 5166) North 30°48'28" West 390.46 feet more or less; thence North 00°11'40" West 1465.51 feet more or less; thence North 89°56'57" West 283.66 feet; North 11°55'00" East 245.62 feet to the Southeast Corner of the East Bench multi-family parcel in Deer Valley Subdivision, recorded Plat No. 228831 in the Summit County Recorder's Office; thence along the Easterly line of said plat the following two (2) courses: 1) North 11°55'00" East 183.55 feet; thence 2) North 17°46'20" East 1256.61 feet to the Northeast Corner of said plat; thence along the Northerly side line of the McKinley No. 1 Mining Claim (MS-6645) South 85°42'00" East 511.49 feet to the POINT OF BEGINNING. The basis of bearing for the description is South 00°30'11" West between the East Quarter Corner and the Southeast Corner of Section 16.

Containing 34.639 acres more or less.

**TOGETHER WITH THE FOLLOWING UTILITY EASEMENT:
EASEMENT NO. 1**

An easement and right-of-way, as platted on the East bench multi-family parcel in Deer Valley, recorded Plat No. 228831 (12-28-84) in the Summit County Recorder's Office, and described as follows:

Beginning at a point on the East right-of-way of the Deer Valley East Road, said point being due South 2931.90 feet, and due East 4037.67 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; basis of bearing South 00°30'11" West 2630.02 feet between said East Quarter Corner and the Southeast Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 75°00'00" East 80.545 feet to the Westerly line of Stott property; thence South 11°55'00" West along said Westerly line 78.113 feet; thence North 75°00'00" West 84.743 feet to the Easterly right-of-way line of Deer Valley East Road, said point also being on a 309.90 foot radius curve to the left (center bears North 67°46'14" West 309.90 feet of which the central angle is 14°27'33"); thence Northeasterly along the arc of said curve 78.207 feet to the POINT OF BEGINNING.

**PARCEL 2 TWC REMAINDER PROPERTY
(OPEN SPACE CONTAINING KEETLEY ROAD CORRIDOR):**

Part of Lots F, G and I, Hanover-Queen Esther Subdivision and a part of the West half of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian more particularly described as:

Beginning at a point on the Summit-Wasatch County line; said point being South 00°30'11" West 529.16 feet along the section line and East 5719.73 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the County line the following three (3) courses: 1) South 61°48'14" West 133.55 feet; thence 2) South 55°24'54" West 454.52 feet; thence 3) South 17°33'57" West 370.98 feet more or less; thence along the North line of the McKinley Mining Claim (MS 6645) North 85°42'00" West 328.95 feet more or less; thence North 10°11'15" East 539.77 feet more or less; thence North 01°37'00" East 432.66 feet; thence North 14°00'00" East 258.00 feet; thence along the

boundary line of the Nordic Village PUD Parcel B the following four (4) courses: 1) North 29°36'17" East 266.20 feet; thence 2) North 23°00'00" East 189.00 feet; thence 3) North 08°00'00" West 55.58 feet; thence 4) North 80°00'00" West 97.00 feet to a point on a 275.00 foot curve to the left, whose radius point bears North 83°13'29" West; thence along the arc of said curve and along the Queen Esther Drive right-of-way line 54.92 feet thru a central angle of 11°26'31"; thence along the Queen Esther Drive right-of-way line North 04°40'00" West 57.72 feet; thence along the boundary line of the Nordic Village PUD Parcel A the following three courses: 1) South 80°00'00" East 315.23 feet; thence 2) North 04°00'00"-East 303.94 feet; thence 3) North 17°00'00" West 360.40 feet; thence along the South line of the Weary Willie and the Republican Mining Claims South 68°19'00" East 649.62 feet more or less; thence South 00°40'51" East 620.11 feet; thence South 12°19'16" West 761.76 feet; thence South 04°33'29" West 142.89 feet to the POINT OF BEGINNING.

Containing 34.459 acres more or less.

TOGETHER WITH THE FOLLOWING UTILITY EASEMENT:

EASEMENT NO. 2

Beginning at a point which is South 1181.24 feet and East 4782.83 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 85°42'00" West 689.87 feet to a point on the Easterly right-of-way line of Deer Valley East Road, as dedicated, said point also being on a 300.00 foot radius curve to the right (center bears South 65°50'05" East 300.00 feet of which the central angle is 12°50'05"); thence Northeasterly along the arc of said curve and Easterly right-of-way line 67.20 feet; thence North 37°00'00" East along said Easterly right-of-way line 53.00 feet; thence South 81°01'56" East 639.098 feet; thence South 10°11'15" West 53.00 feet to the POINT OF BEGINNING. (The basis of bearing for this description is South 00°30'11" West 2630.08 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian and the Southeast Corner of said Section 16).

PARCEL 3 (TELEMARK PARK) (PARCEL A TELEMARK PARK SURVEY)

Beginning at a point on the Summit-Wasatch County line, said point is located South 00°30'11" West 5480.89 feet along the Section Line and East 4742.22 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the County Line the following 16 courses: 1) North 41°15'09" East 548.41 feet; thence 2) North 51°35'50" West 408.17 feet; thence 3) North 40°47'43" West 296.74 feet; thence 4) North 26°08'13" West 279.53 feet; thence 5) North 12°53'14" East 499.61 feet; thence 6) North 12°51'25" East 724.39 feet; thence 7) North 11°18'39" East 801.35 feet; thence 8) North 28°29'27" East 214.25 feet; thence 9) North 08°43'41" East 906.05 feet; thence 10) North 17°33'57" East 446.92 feet; thence 11) North 55°24'54" East 454.52 feet; thence 12) North 61°48'14" East 133.55 feet; thence 13) North 73°02'55" East 812.81 feet; thence 14) North 73°11'51" East 485.08 feet; thence 15) South 85°09'01" East 382.13 feet; thence 16) South 43°00'37" East 488.15 feet; thence along the East Line of the Queen Esther No. 3 Mining Claim (MS 6979) South 18°31'58" West 333.29 feet; thence along the West line of the Mountain Neef No. 5 Mining Claim (MS 6798) South 05°39'38" East 573.77 feet; thence along the West Line of the Mountain Neef No. 3 Mining Claim South 05°26'45" East 627.94 feet; thence along the South Line of the Mountain Neef No. 3 Mining Claim South 77°30'43" East 1500.74 feet; thence along the East Line of the Mountain Neef No. 3 Mining Claim North 05°26'43" West 28.39 feet; thence along the North Line of the Mountain Neef No. 3 Mining Claim North 84°33'15" East 1386.12 feet; thence along the right-of-way line of US 40 South 18°46'46" East 493.82 feet more or less; thence along the East Line of the Mountain Neef Mining Claim South 05°26'45" East 119.49 feet more or less; thence along the South Line of the Mountain Neef Mining Claim South 84°40'19" West 468.55 feet more or less; thence along the East Line of the Kruger No. 3 Mining Claim (MS 5161) South 50°41'13" East 615.39 feet; thence along the North Line of the Old Missouri Mining Claim (MS 5161) South 89°54'38" East 490.74 feet; thence along the right-of-way line of US 40 the following 3 courses: 1) South 20°26'22" East 433.78 feet more or less; thence 2) South 01°51'02" East 213.74 feet; thence 3) South 34°17'35" East 97.77 feet more or less; thence along the West Line of the Thurman Lode (Lot 155) South 07°10'00" East 414.32 feet more or less; thence along the South Line of the Kruger No. 4 Mining Claim South 80°45'00" West 177.04 feet more or less to a point on the Easterly right-of-way line of a U.D.O.T. frontage road; thence North 71°05'06" West (North 71°13'00" West, Highway Bearing) along said right-of-way 220.25 feet; thence South 18°54'54" West (South 18°47'00" West Highway Bearing) along said right-of-way 100.00 feet; thence South 71°05'06" East (South 71°13'00" East, Highway Bearing) along said right-of-way 33.48 feet more or less to the South line of said Kruger No. 4 Mining Claim; thence continuing along said South line South,

80°45'00" West 416.87 feet thence along the South Line of the Kruger No. 4 Mining Claim South 80°20'00" West 683.50 feet more or less; thence along the South Line of the Dewet No. 4 Mining Claim (MS 5161) South 80°20'00" West 798.50 feet more or less; thence along the South Line of the Dewet No. 4 Mining Claim South 85°53'00" West 697.41 feet more or less; thence along the North Line of the Pioche No. 14 Mining Claim South 85°53'00" West 798.80 feet more or less; thence along the West Line of the Pioche No. 14 Mining Claim (Lot 181) South 09°45'00" East 341.45 feet more or less; thence along the South Line of the Sommer Mining Claim (MS 5166) South 81°01'45" West 597.51 feet more or less; thence along the South Line of the Sommer Mining Claim South 53°31'51" West 772.57 feet; thence along the West Line of the Sommer Mining Claim North 47°08'25" West 395.50 feet; thence along the South Line of the Hanna Lode No. 1 Mining Claim (MS 5166) South 56°21'07" West 61.39 feet more or less; thence along the North Line of the North Dakota Mining Claim (Lot 185) South 59°25'05" West 1303.28 feet more or less; thence along the West Line of the Hanna Lode No. 1 North 30°41'11" West 532.49 feet more or less; thence along the West Line of the Rucker No. 1 Mining Claim (MS 5166) North 30°48'29" West 250.00 feet to the POINT OF BEGINNING.

Containing 524.559 acres more or less, less exceptions.

**TOGETHER WITH THE FOLLOWING DESCRIBED PROPERTY (PARCEL B
TELEMARK PARK SURVEY)**

Beginning at the Southwest Corner of the Hanna Lode Mining Claim (MS 5166), said point is located South 00°30'11" West 6213.60 feet along the Section Line and East 5184.07 feet from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the West Line of the Hanna Lode Mining Claim North 30°41'11" West 59.50 feet more or less; thence along the North Line of the North Dakota Mining Claim (MS 185) South 47°40'42" East 61.25 feet more or less; thence along the South Line of the Hanna Lode Mining Claim South 56°21'07" West 17.92 feet more or less to the POINT OF BEGINNING.

Containing 532.51 square feet more or less.

EXCEPTING THEREFROM THE FOLLOWING:**EXCEPTION NO. 1****SLL#1 (MCKINLEY EAST OF COUNTY LINE) (EXCEPTION NO. 1 TELEMAR
PARK SURVEY)**

Beginning at a point on the North Line of the McKinley Mining Claim (MS 6645) and on the Summit-Wasatch County line, said point being South 00°30'11" West 1203.97 feet along the Section Line and East 5121.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North Line of the McKinley Mining Claim South 85°42'00" East 400.24 feet; thence along the East Line of the McKinley Mining Claim South 04°18'00" West 600.00 feet; thence along the South Line of the McKinley Mining Claim North 85°42'00" West 458.40 feet; thence along the Summit-Wasatch County line North 08°43'41" East 527.66 feet; thence along the Summit-Wasatch County Line North 17°33'57" East 75.94 feet to the POINT OF BEGINNING.

EXCEPTION NO. 2**SLL#2 (ROOSEVELT NO. 1 MINING CLAIM) (EXCEPTION NO. 2 TELEMAR
PARK SURVEY)**

Beginning at the Northwest Corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 00°30'11" West 1832.31 feet along the Section Line and East 5481.43 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North Line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 1500.00 feet; thence along the East Line of the Roosevelt No. 1 Mining Claim South 04°18'00" West 600.00 feet; thence along the South Line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 1500.00 feet; thence along the West Line of the Roosevelt No. 1 Mining Claim North 04°18'00" East 600.00 feet to the POINT OF BEGINNING.

EXCEPTION NO. 3**SL#3 (ROOSEVELT NO. 4 LESS MS 5166) (EXCEPTION NO. 3 TELEMAR PARK SURVEY)**

Beginning at the Northwest Corner of the Roosevelt No. 4 Mining Claim (MS 6645); said point being South 00°30'11" West 3000.53 feet along the Section Line and East 5021.79 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North Line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 1500.00 feet; thence along the East Line of the Roosevelt No. 4 Mining Claim South 04°18'00" West 437.42 feet; thence along the North Line of the Dieter and the Schuyler Mining Claims (MS 5166) South 74°25'00" West 478.02 feet; thence along the South Line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 1050.48 feet; thence along the West Line of the Roosevelt No. 4 Mining Claim North 04°18'00" East 600.00 feet to the POINT OF BEGINNING.

EXCEPTION NO. 4**(BLM FRACTION NORTH) (EXCEPTION NO. 4 TELEMAR PARK SURVEY)**

Beginning at a point on the North Line of the Roosevelt Mining Claim (MS 6645) and on the East Line of the Queen Esther No. 11 Mining Claim (MS 6979), said point being South 00°30'11" West 1269.25 feet along the Section Line and East 5990.53 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North Line of the Roosevelt Mining Claim South 85°42'00" East 414.97 feet; thence along the South Line of the Queen Esther No. 6 Mining Claim North 67°49'00" West 402.56 feet; thence along the East Line of the Queen Esther No. 11 Mining Claim South 18°45'00" West 127.66 feet to the POINT OF BEGINNING.

EXCEPTION NO. 5**(BLM FRACTION SOUTH) (EXCEPTION NO. 5 TELEMAR PARK SURVEY)**

Beginning at a point on the East Line of the Hanna Lode Mining Claim (MS 5166) and the South Line of the Schuyler Mining Claim (MS 5166), said point is located South 00°30'11" West 5156.19 feet along the Section Line and East 6294.91 feet more or less from the East Quarter Corner of Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and

running thence along the North line of the Schuyler Mining Claim North $74^{\circ}15'00''$ East 99.87 feet more or less; thence along the North Line of the Sommer Mining Claim (MS 5166) South $52^{\circ}50'00''$ West 97.07 feet more or less; thence along the East Line of the Hanna Lode Mining Claim North $30^{\circ}46'00''$ West 36.70 feet more or less to the POINT OF BEGINNING.

AND TOGETHER WITH THE FOLLOWING UTILITY EASEMENTS:

EASEMENT NO. 3 - KEETLEY ROAD NO. 2

A NON-EXCLUSIVE RIGHT-OF-WAY AND UTILITY EASEMENT

BEGINNING at a point that is North 85°42'00" West 920.24 feet along the North line of the McKinley Mining Claim (MS 6645) from the Northeast Corner of said mining claim; and running North 85°42'00" West along said North line 520.00 feet to a point on the Summit and Wasatch County line; thence South 17°33'57" West 75.94 feet along said County line; thence North 78°05'18" West 317.61 feet; thence North 80°50'40" West 195.94 feet; thence North 30°25'32" East 16.99 feet to the POINT OF BEGINNING.

EASEMENT NO. 4 - KEETLEY ROAD NO. 3

A NON-EXCLUSIVE RIGHT-OF-WAY AND UTILITY EASEMENT

BEGINNING at the Northeast Corner of the McKinley Mining Claim (MS 6645); and running thence South 04°18'00" West along the East line of said Mining Claim 129.73 feet; thence North 78°05'18" West 421.38 feet to a point on the Summit and Wasatch County line; thence North 17°33'57" East 75.94 feet along said County line to a point on the North line of said Mining Claim; thence South 85°42'00" East along said North line 400.24 feet to the POINT OF BEGINNING.

The basis of bearing for the above two easement descriptions is North 00°13'37" West between the Southeast Corner of Section 15 and the East Quarter Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said corners being found monuments.

EASEMENT NO. 5 - CENTERLINE SAINT LOUIS DRIVE NO. 1

A 50-foot easement and non-exclusive right-of-way across State Parcel 1C, being 25 feet on either side of the following described centerline:

BEGINNING at a point that is North 16°08'05" West 1736.65 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian,

said point also being on a 75.00 foot radius curve to the left, whose radius point bears North 72°37'48" East; and running thence Southeasterly along the arc of said curve 51.77 feet thru a central angle of 39°32'50" to a point of tangency, thence South 56°55'02" East 267.46 feet to a point on a 177.58 foot radius curve to the right, whose radius point bears South 33°04'58" West; thence Southeasterly along the arc of said curve 138.65 feet thru a central angle of 44°44'02" to a point on a 75.56 foot radius reverse curve to the left, whose radius point bears North 77°49'00" East; thence Southeasterly along the arc of said curve 9.38 feet thru a central angle of 07°06'51" to a point on the East line of the McKinley Mining Claim (MS 6645) and terminating.

EASEMENT NO. 6 - CENTERLINE SAINT LOUIS DRIVE CONNECTOR

A 50-foot easement and non-exclusive right-of-way across State Parcel 1C, being 25 feet on either side of the following described centerline:

BEGINNING at a point that is North 13°41'02" West 1631.01 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence North 33°04'58" East 66.23 feet and terminating.

EASEMENT NO. 7 - CENTERLINE SAINT LOUIS DRIVE NO. 3

A 50-foot easement and non-exclusive right-of-way across State Parcel 2A, being 25 feet on either side of the following described centerline:

BEGINNING at a point on the North line of the Roosevelt No. 1 Mining Claim (MS 6645) that is North 03°48'34" East 1109.56 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point also being on a 248.55 foot radius curve to the left, whose radius point bears North 76°09'24" East; and running thence Southeasterly along the arc of said curve 136.96 feet thru a central angle of 31°34'19" to a point on a 325.20 foot radius reverse curve to the right, whose radius point bears South 44°35'05" West; thence Southeasterly along the arc of said curve 131.61 feet thru a central angle of 23°11'17" to a point on a 140.00 foot radius compound curve to the right, whose radius point bears South 67°46'23" West; thence Southerly along the arc of said curve 174.42 feet thru a central of 71°23'02" to a point of tangency; thence South 49°09'25" West 315.55 feet to a point on the South line of the Roosevelt No. 1 Mining Claim (MS 6645) and terminating.

EASEMENT NO. 8 - CENTERLINE SAINT LOUIS DRIVE NO. 5

A 50-foot easement and non-exclusive right-of-way across State Parcel 3A, being 25 feet on either side of the following described centerline:

BEGINNING at a point on the North line of the Roosevelt No. 4 Mining Claim (MS 6645) that is South $84^{\circ}26'27''$ West 529.13 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence South $25^{\circ}53'55''$ East 93.16 feet to a point on a 75.00 foot radius curve to the left, whose radius point bears North $64^{\circ}06'05''$ East; thence Southwesterly along the arc of said curve 110.30 feet thru a central angle of $84^{\circ}15'58''$ to a point on of tangency; thence North $69^{\circ}50'08''$ East 268.18 feet to a point on the North line of the Roosevelt No. 4 Mining Claim (MS 6645) and terminating.

EASEMENT NO. 9 - CENTERLINE KEETLEY ROAD NO. 5 (WEILEN MANN)

A 50-foot easement and non-exclusive right-of-way, being 25 feet on either side of the following described centerline:

BEGINNING at a point on the West line of the Mountain Neef No. 3 Mining Claim (MS 6798) North $05^{\circ}26'45''$ West 145.99 feet from the Southeast Corner of said Mining Claim, said point being North $62^{\circ}43'23''$ East 2289.93 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South $62^{\circ}58'39''$ East 367.25 feet to a point on a 812.29 foot radius curve to the left, whose radius point bears North $27^{\circ}01'21''$ East; thence Southeasterly along the arc of said curve 179.23 feet thru a central angle of $12^{\circ}40'13''$ to a point on a 842.04 foot radius reverse curve to the right, whose radius point bears South $14^{\circ}21'09''$ West; thence Southeasterly along the arc of said curve 120.15 feet thru a central angle of $08^{\circ}10'31''$ and terminating.

EASEMENT NO. 10 - CENTERLINE KEETLEY ROAD NO. 6 (LAND DEN BERG)

A 50-foot easement and non-exclusive right-of-way, being 25 feet on either side of the following described centerline:

BEGINNING at a point North 73°32'16" East 2757.06 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; said point being on a 842.04 foot radius curve to the right, whose radius point bears South 22°31'40" West; and running thence Southeasterly along the arc of said curve 43.65 feet thru a central angle of 02°58'12" to a point on the South line of the Mountain Neef No. 3 Mining Claim (MS 6798) and terminating.

EASEMENT NO. 11 - HIDDEN HOLLOW NO. 1

A 50-foot easement and non-exclusive right-of-way, being 25 feet on either side of the following described centerline:

Beginning at a point on the Summit and Wasatch County line North 17°38'28" East 2792.10 feet more or less from the Southeast corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on a 250.00 foot radius curve to the right whose radius point bears North 36°49'11" East; thence Northwesterly along the arc of said curve 47.18 feet thru a central angle of 10°48'46" to a point on a 140.00 foot radius reverse curve to the left, whose radius point bears South 47°37'58" West; thence Westerly along the arc of said curve 147.58 feet thru a central angle of 60°23'49" to a point on a 375.00 foot radius reverse curve to the right, whose radius point bears North 12°45'51" West; thence Northwesterly along the arc of said curve 344.14 feet thru a central angle of 52°34'53" to a point on a 75.00 foot radius compound curve to the right, whose radius point bears North 39°49'02" East; thence Northwesterly along the arc of said curve 210.60 feet thru a central angle of 160°53'02" to a point on a 750.00 foot radius reverse curve to the left; whose radius point bears North 20°42'04" East; thence Southeasterly along the arc of said curve 214.06 feet thru a central angle of 16°21'10" to a point on a 110.00 foot compound curve to the left, whose radius point bears North 04°20'54" East; thence Northeasterly along the arc of said curve 188.87 feet thru a central angle of 98°22'46" and terminating.

EASEMENT NO. 12 - HIDDEN HOLLOW NO. 2

A 50-foot easement and non-exclusive right-of-way, being 25 feet on either side of the following described centerline:

Beginning at a point North $14^{\circ}04'17''$ East 3104.42 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said point being on a 110.00 foot radius curve to the left, whose radius point bears South $85^{\circ}58'08''$ West; and running thence Northwesterly along the arc of said curve 142.09 feet thru a central angle of $74^{\circ}00'40''$ to a point on a 151.12 foot radius reverse curve to the right, whose radius point bears North $11^{\circ}57'28''$ East; thence Northerly along the arc of said curve 236.64 feet thru a central angle of $89^{\circ}43'10''$ to a point of tangency; thence North $11^{\circ}40'38''$ East 422.26 feet to a point on a 60.00 foot radius curve to the right, whose radius point bears South $78^{\circ}19'22''$ East; thence Northeasterly, Easterly, and Southerly along the arc of said curve 188.50 feet thru a central angle of $180^{\circ}00'00''$ to a point of tangency; thence South $11^{\circ}40'38''$ West 151.62 feet to a point on a 75.00 foot radius curve to the left, whose radius point bears South $78^{\circ}19'22''$ East; thence Southeasterly, Easterly, and Northerly along the arc of said curve 235.62 feet thru a central angle of $180^{\circ}00'00''$ to a point of tangency; thence North $11^{\circ}40'38''$ East 32.48 feet to a point on a 282.45 foot radius curve to the right, whose radius point bears South $78^{\circ}19'22''$ East; thence Northeasterly along the arc of said curve 275.78 feet thru a central angle of $55^{\circ}56'32''$ to a point on a 1888.54 foot radius compound curve to the right, whose radius point bears South $22^{\circ}22'50''$ East; thence Northeasterly along the arc of said curve 269.33 feet thru a central angle of $08^{\circ}10'16''$ to a point on a 332.71 foot radius reverse curve to the left, whose radius point bears North $14^{\circ}12'34''$ West; thence Northeasterly along the arc of said curve 222.38 feet thru a central angle of $38^{\circ}17'45''$ to a point of tangency; thence North $37^{\circ}29'42''$ East 115.24 feet to a point on a 106.92 foot radius curve to the right, whose radius point bears South $52^{\circ}30'18''$ East; thence Easterly along the arc of said curve 167.94 feet thru a central angle of $90^{\circ}00'00''$ to a point on a 100.00 foot radius reverse curve to the left, whose radius point bears North $37^{\circ}29'42''$ East; thence Easterly and Northerly along the arc of said curve 314.16 feet thru a central angle of $180^{\circ}00'00''$ to a point on a 79.52 foot radius reverse curve to the right, whose radius point bears North $39^{\circ}23'55''$ East; thence Northerly along the arc of said curve 143.19 feet thru a central angle of $103^{\circ}10'36''$ to a point on a 265.47 foot radius reverse curve to the left, whose radius point bears North $37^{\circ}25'30''$ West; thence Northeasterly along the arc of said curve 214.64 feet thru a central angle of $46^{\circ}19'30''$ to a point on a 281.67 foot radius reverse curve to the right, whose radius point bears South $83^{\circ}45'00''$ East; thence Northeasterly along the arc of said curve 81.64 feet thru a central angle of $16^{\circ}36'25''$ to a point on the Northerly line of the Queen Esther No. 5 Mining Claim (MS 6979) and terminating.

EASEMENT NO. 13 - HIDDEN HOLLOW ACROSS BLM

A 50-foot easement and non-exclusive right-of-way, being 25 feet on either side of the following described centerline:

Beginning at a point that is on the Southerly line of the AJO No. 14, Mining Claim (mineral survey No. 6989) North 56°22'33" West along said Southerly line 284.97 feet more or less from the Southeast Corner of said mining claim, a found mound of stones, said point being North 24°35'22" East 5365.17 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence South 39°42'29" West 65.42 feet to a point on a 398.67 foot radius curve to the right (center bears North 50°17'31" West); thence Southwesterly along the arc of said curve 150.54 feet thru a central angle of 21°38'09" to a point on a 281.67 foot radius reverse curve to the left (center bears South 28°39'22" East); thence Southwesterly along the arc of said curve 189.20 feet more or less thru a central angle of 38°29'13" to a point on the Northerly line of the Queen Esther No. 5, Mining Claim, (Mineral Survey No. 6979), and terminating.

It is the intent herein that the side lines extend to the referenced Southerly and Northerly Mining Claim lines.

The basis of bearing for the above nine (9) centerline descriptions is North 00°13'37" West between the Southwest corner of Section 14 and the West Quarter Corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said corners being found monuments.

AND TOGETHER WITH THE FOLLOWING STATE LAND LEASE PARCELS:**LEASEHOLD PARCEL 1 - MCKINLEY PARCEL 1C**

Beginning at the Northeast Corner of the McKinley Mining Claim (MS 6645), said point being North 04°01'53" West 1727.75 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the East line of said McKinley Mining Claim South 04°18'00" West 405.71 feet to a point on a 100.56 foot radius curve to the right, whose radius point bears North 47°48'56" East; thence Northeasterly along the arc of said curve 52.65 feet thru a central angle of 30°00'03" to a point on a 152.58 foot radius reverse curve to the left, whose radius point bears South 77°49'00" West; thence Northwesterly along the arc of said curve 119.13 feet thru a central angle of 44°44'02" to a point of tangency; thence North 56°55'02" West 267.46 feet to a point on a 100.00 foot radius curve to the right, whose radius point bears North 33°04'58" East; thence Northwesterly along the arc of said curve 20.32 feet thru a central angle of 11°38'37" to a point of tangency; thence North 45°16'25" West 87.39 feet to a point on the Summit/Wasatch County line; thence North 17°33'57" East 75.94 feet along said county line to a point on the North line of said McKinley Mining Claim; thence South 85°42'00" East 400.24 feet along said North line to the POINT OF BEGINNING.

LEASEHOLD PARCEL 2 -- MCKINLEY PARCEL 1D

Beginning at the Southeast Corner of the McKinley Mining Claim (MS 6645), said point being North 08°24'54" West 1137.41 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the South line of said McKinley Mining Claim North 85°42'00" West 458.40 feet to a point on the Summit/Wasatch County line; thence North 08°43'41" East 527.66 feet along said county line; thence South 45°16'25" East 87.39 feet to a point on a 100.00 foot radius curve to the left, whose radius point bears North 44°43'35" East; thence Southeasterly along the arc of said curve 20.32 feet thru a central angle of 11°38'37" to a point of tangency; thence South 56°55'02" East 267.46 feet to a point on a 152.58 foot radius curve to the right, whose radius point bears South 33°04'58" West; thence Southeasterly along the arc of said curve 119.13 feet thru a central angle of 44°44'02" to a point on a 100.56 foot radius reverse curve to the left, whose radius point bears North 77°49'00" East; thence Southeasterly along the arc of said curve 52.65 feet thru a central

angle of 30°00'03" to a point on the East line of said McKinley Mining Claim; thence South 04°18'00" West 194.29 feet along said East line to the POINT OF BEGINNING.

LEASEHOLD PARCEL 3 – ROOSEVELT NO. 1 PARCEL 2A

Beginning at the Northwest Corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being North 08°24'54" West 1137.41 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the North line of said Roosevelt No. 1 Mining Claim South 85°42'00" East 240.85 feet to a point on a 248.55 foot radius curve to the left, whose radius point bears North 76°09'24" East; thence Southeasterly along the arc of said curve 136.96 feet thru a central angle of 31°34'19" to a point on a 325.20 foot radius reverse curve to the right, whose radius point bears South 44°35'05" West; thence Southeasterly along the arc of said curve 131.61 feet thru a central angle of 23°11'17" to a point on a 140.00 foot radius compound curve to the right, whose radius point bears South 67°46'23" West; thence Southwesterly along the arc of said curve 174.42 feet thru a central angle of 71°23'02" to a point of tangency; thence South 49°09'25" West 315.55 feet to a point on the South line of said Roosevelt No. 1 Mining Claim; thence North 85°42'00" West 148.44 feet to the Southwest corner of said mining claim; thence North 04°18'00" East 600.00 feet along the West line of said mining claim to the POINT OF BEGINNING.

LEASEHOLD PARCEL 4 – ROOSEVELT NO. 1 PARCEL 2B

Beginning at a point that is South 85°42'00" East 240.85 feet from the Northwest Corner of the Roosevelt No. 1 Mining Claim (MS 6645), said point being North 03°48'34" East 1109.56 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the North line of said Roosevelt No. 1 Mining Claim South 85°42'00" East 391.45 feet; thence South 08°00'00" East 225.00 feet; thence South 15°08'49" West 306.27 feet; thence South 53°41'55" West 121.95 feet to a point on the South line of said mining claim; thence North 85°42'00" West 381.56 feet along said South line; thence North 49°09'25" East 315.55 feet to a point on a 140.00 foot radius curve to the left, whose radius point bears North 40°50'35" West; thence Northeasterly along the arc of said curve 174.42 feet thru a central angle of 71°23'02" to a point on a 325.20 foot radius compound curve to the left, whose radius point bears South 67°46'23" West; thence Northwesterly along the arc of said curve 131.61 feet thru a central angle of 23°11'17" to a point

on a 248.55 foot radius reverse curve to the right, whose radius point bears North 44°35'05" East; thence Northwesterly along the arc of said curve 136.96 feet thru a central angle of 31°34'19" to the POINT OF BEGINNING.

LEASEHOLD PARCEL 5 – ROOSEVELT NO. 1 PARCEL 2C

Beginning at a point that is on the North line of the Roosevelt No. 1 Mining Claim (MS 6645), said point being South 85°42'00" East 750.00 feet from the Northwest Corner of said claim and North 28°32'37" East 1216.83 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East Salt Lake Base and Meridian, and running thence along the North line of said Roosevelt No. 1 Mining Claim South 85°42'00" East 480.00 feet; thence South 53°41'55" West 800.00 feet; thence North 15°08'49" East 306.27 feet; thence North 08°00'00" West 225.00 feet to a point on the North line of said Roosevelt No. 1 Mining Claim; thence South 85°42'00" East 117.70 feet along said mining claim to the POINT OF BEGINNING. The basis of bearing for the description is North 00°13'37" West between the Southwest Corner of Section 14 and the West Quarter Corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said corners being found monuments.

LEASEHOLD PARCEL 6 – ROOSEVELT NO. 1 PARCEL 2D

Beginning at a point on the North line of the Roosevelt No. 1 Mining Claim (MS 6645). Said point being South 85°42'00" East 1230.00 feet from the Northwest Corner of said claim and North 45°44'35" East 1480.12 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Roosevelt No. 1 Mining Claim South 85°42'00" East 270.00 feet; thence along the East line of the Roosevelt No. 1 Mining Claim South 4°18'00" West 600.00 feet; thence along the South line of the Roosevelt No. 1 Mining Claim North 85°42'00" West 970.00 feet; thence North 53°41'55" East 921.96 feet to the POINT OF BEGINNING.

LEASEHOLD PARCEL 7 – ROOSEVELT NO. 4 PARCEL 3A

Beginning at the Northwest Corner of the Roosevelt No. 4 Mining Claim (MS 6645). Said point

being South 86°08'00" West 637.80 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 580.00 feet; thence South 45°32'34" West 304.70 feet; thence South 73°58'00" West 128.92 feet; thence South 56°10'00" West 328.31 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 04°18'00" East 476.64 feet to the POINT OF BEGINNING.

LEASEHOLD PARCEL 8 – ROOSEVELT NO. 4 PARCEL 3B

Beginning at a point on the North line of the Roosevelt No. 4 Mining Claim (MS 6645). Said point being South 85°42'00" East 997.39 feet from the Northwest Corner of said claim and South 71°47'54" East 377.10 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 502.61 feet; thence along the East line of the Roosevelt No. 4 Mining Claim South 04°18'00" West 437.42 feet; thence South 74°25'00" West 150.00 feet; thence North 33°35'00" West 350.00 feet; thence South 79°11'45" West 183.70 feet; thence South 51°28'00" West 500.00 feet; thence along the South line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 600.00 feet; thence along the West line of the Roosevelt No. 4 Mining Claim North 04°18'00" East 123.36 feet; thence North 56°10'00" East 328.31 feet; thence North 73°58'00" East 788.27 feet to the POINT OF BEGINNING.

LEASEHOLD PARCEL 9 – ROOSEVELT NO. 4 PARCEL 3C

Beginning at a point on the South line of the Roosevelt No. 4 Mining Claim (MS 6645). Said point being South 85°42'00" East 600.00 feet from the Southwest Corner of said claim and South 06°53'52" West 691.31 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence North 51°28'00" East 500.00 feet; thence North 79°11'45" East 183.70 feet; thence South 33°35'00" East 350.00 feet; thence South 74°25'00" West 328.02 feet; thence along the South line of the Roosevelt No. 4 Mining Claim North 85°42'00" West 450.48 feet to the POINT OF BEGINNING.

LEASEHOLD PARCEL 10 – ROOSEVELT NO. 4 PARCEL 3D

Beginning at a point on the North line of the Roosevelt No. 4 Mining Claim (MS 6645). Said point being South 85°42'00" East 580.00 feet from the Northwest Corner of said claim and South 33°50'05" West 104.13 feet more or less from the Southeast Corner of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian; and running thence along the North line of the Roosevelt No. 4 Mining Claim South 85°42'00" East 417.39 feet; thence South 73°58'00" West 659.35 feet; thence North 45°32'34" East 304.70 feet to the POINT OF BEGINNING.

EXHIBIT A – REAL PROPERTY DESCRIPTION

That certain real property located in Wasatch County, State of Utah, and which is more particularly described as follows:

ALL OF LOT 3, DEER POINTE SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD IN THE OFFICE OF THE WASATCH COUNTY RECORDER.

EXHIBIT A

LEGAL DESCRIPTION

ALL OF LOTS 1 through 5 HIDDEN HOLLOW SUBDIVISION AT DEER CREST,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON RECORD IN THE OFFICE OF THE
SUMMIT COUNTY RECORDER'S OFFICE.

Tax Serial Nos: HHDC-1, HHDC-2, HHDC-3, HHDC-4, HHDC-5

ROOSEVELT GAP LEGAL DESCRIPTION

A parcel of land located in the Southwest Quarter of Section 14, the Southeast Quarter of Section 15, the East half of section 22, and the West Half of Section 23, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which is located South 00°05'48" East 90.87 feet along the Section Line to the North line of the Roosevelt No. 4 mining Claim (MS 6645) and North 85°42'00" West 58.14 feet along said North line from the Southwest Corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°19'56" East 5246.36 feet between said Southwest Corner and the Southeast Corner of said Section 14); and running thence along said North line North 85°42'00" West 580.00 feet; thence along the West line of said Roosevelt No.4 Mining Claim South 04°18'00" West 600.00 feet; thence along the South line of said Roosevelt No.4 Mining Claim South 85°42'00" East 814.55 feet; thence South 17°03'04" East 972.26 feet to a point on the Northerly line of the Deer Crest Estates Subdivision—Phase I (Entry No. 198233); thence along said Northerly line of said Subdivision the following 3 (three) courses: 1) South 69°36'33" West 546.57 feet; thence 2) South 78°02'09" West 303.50 feet; thence 3) South 39°00'52" West 290.49 feet to a point on the Summit—Wasatch County Line; thence along said County Line the following eight (8) courses: thence 1) North 51°35'50" West 408.17 feet; thence 2) North 40°47'43" West 296.74 feet; thence 3) North 26°08'13" West 279.53 feet; thence 4) North 12°53'14" East 499.61 feet; thence 5) North 12°51'25" East 724.39 feet; thence 6) North 11°18'39" East 801.35 feet; thence 7) North 28°29'27" East 214.25 feet; thence 8) North 08°43'41" East 378.39 feet to the South line of the McKinley Mining Claim (MS 6645); thence along said South line South 85°42'00" East 458.41 feet; thence along the West line of the Roosevelt No.1 Mining Claim (MS 6645) South 04°18'00" West 600.00 feet; thence along the south line of said Roosevelt No.1 Mining Claim South 85°42'00" East 126.03 feet to a point on the arc of a 530.00 foot radius curve to the right the center of which bears North 36°46'00" West; thence Southwesterly along said curve 26.58 feet thru a central angle of 02°52'24"; thence South 56°06'24" West 202.45 feet to a point of curvature of a 210.00 foot radius curve to the left the center of which bears South 33°53'36" East; thence Southwesterly along said curve 47.67 feet thru a central angle of 13°00'24"; thence South 85°42'00" East 440.89 feet; thence South 24°18'00" West 451.78 feet to the POINT OF BEGINNING.

Together with all ingress/egress and utility easements as depicted or described hereon. Containing 2,657,328 sq. ft. or 61.00 acres of land more or less.

Parcel Nos.	Serial Nos.
00-0020-2975	0DZ-0001-0-015-024
00-0020-2976	0DZ-0002-0-015-024
00-0020-2977	0DZ-0003-0-015-024
00-0020-2978	0DZ-0004-0-015-024

DEER CREST ESTATES PHASE 2 DESCRIPTION

Beginning at a point which is North 89°19'56" West along the Section line 650.56 feet and North 160.75 feet from the Northeast Corner of Section 23, Township 2 South, Range 4 East, Salt Lake Base and Meridian; (Basis of bearing being North 89°19'56" West 5246.36' feet between said Northeast Corner and the Northwest Corner of said Section 23); thence North 20°57'16" West 189.32 feet; thence South 64°47'01" West 127.27 feet; thence South 00°09'19" West 352.16 feet; thence South 42°19'29" East 573.69 feet; thence South 21°45'53" West 212.76 feet; thence North 73°23'29" West 99.29 feet; thence South 58°24'43" West 172.47 feet; thence South 13°18'07" West 60.00 feet; thence South 01°15'49" West 760.49 feet; thence South 80°20'00" West 736.74 feet; thence South 58°42'51" West 212.30 feet; thence North 77°57'08" West 239.77 feet; thence South 52°54'54" West 108.00 feet to a point of curvature of a 75.00 foot radius curve to the right, the center of which bears North 31°52'10" East; thence along said curve 34.77 feet through a central angle of 26°33'49"; thence North 31°34'02" West 14.63 feet; thence South 58°25'58" West 50.00 feet; thence North 31°34'02" West 30.26 feet; thence South 58°25'58" West 265.71 feet; thence North 48°20'21" West 214.86 feet; thence South 85°53'00" West 63.64 feet to the East line of Deer Crest Estates Subdivision Phase I; thence along said East line the following eight (8) courses: thence 1) North 02°01'58" East 971.51 feet; thence 2) South 87°22'42" East 170.69 feet; thence 3) North 58°20'23" East 22.83 feet; thence 4) North 31°39'37" West 109.78 feet; thence 5) North 53°23'46" East 226.05 feet; thence 6) North 03°35'53" East 189.33 feet; thence 7) North 12°58'31" East 466.63 feet; thence 8) North 22°53'39" West 536.81 feet; thence North 12°29'17" East 200.13 feet; thence South 77°30'43" East 550.93 feet; thence North 05°26'43" West 28.39 feet; thence North 84°38'40" East 1386.01 feet to the West line of Highway U.S. 40, said point being North 84°38'40" East 2.76 feet from a mining claim witness corner brass cap; thence South 18°45'45" East along said West line 493.82 feet; thence South 05°26'45" East 119.49 feet; thence South 84°40'19" West 468.52 feet to the POINT OF BEGINNING.

Contains 96.38 acres more or less.
 Together with all ingress/egress and utility easements as depicted or described hereon.

Parcel Nos.	Serial Nos.
00-0016-8216	ODC-20PN-1-023-024
00-0016-8224	ODC-20PN-2-023-024
00-0016-8232	ODC-20PN-3-023-024
00-0016-8240	ODC-20PN-4-014-024
00-0016-8257	ODC-20PN-5-014-024
00-0016-8265	ODC-20PN-6-014-024
00-0016-8273	ODC-20PN-7-014-024
00-0016-8281	ODC-20PN-8-014-024

SNOWTOP SUBDIVISION LEGAL DESCRIPTION

A parcel of land located in the West Half of Section 14 and the East Half of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the Summit-Wasatch County Line, said point located South 00°13'07" East, 173.81 feet along the East line of said Section 15 and East 92.71 feet from the East Quarter Corner of said Section 15, (Basis of Bearing being South 00°13'07" East between said Quarter Corner and the Southeast Corner of said Section 15); and running thence the following four (4) courses along the Summit-Wasatch County Line; 1) North 73°02'55" East, 812.81 feet; thence 2) North 73°11'51" East, 485.08 feet; thence 3) South 85°08'01" East, 382.13 feet; thence 4) South 43°00'37" East, 488.15 feet; thence along the East line of the Queen Ester No. 3 mining claim (MS 6979) South 18°31'58" West, 333.29 feet; thence along the West line of the Mountain Neef No. 5 mining claim (MS 6798) South 05°39'38" East, 143.50 feet; thence West, 1078.91 feet; thence South 39°16'30" West, 250.51 feet; thence North 81°54'49" West, 434.38 feet; thence South 72°55'47" West, 359.21 feet; thence North 85°42'00" West 458.03 feet; thence the following three (3) courses along said Summit-Wasatch County line; thence 1) North 17°33'57" East 370.98 feet; thence 2) North 55°24'54" East 454.52 feet; thence 3) North 61°48'14" East 133.55 feet to the POINT OF BEGINNING.

Containing 1,720,911 sq.ft. or 39.51 acres more or less.

Parcel Nos.	Serial Nos.
00-0016-8323	OSN-00PN-1-014-024
00-0016-8331	OSN-00PN-2-014-024

DEER HOLLOW SUBDIVISION LEGAL DESCRIPTION:

A parcel of land located in the West Half of Section 14 and the East Half of Section 15, Township 2 South, Range 4 East, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at the Southeast Corner of the McKinley Mining Claim (MS 6645), said point is located North 00°13'07" West 1112.98 feet along the Section Line and North 85°42'00" West 162.50' feet from the Southwest Corner of Section 14, Township 2 South, Range 4 East, Salt Lake Base and Meridian (Basis of Bearing being South 89°19'56" West 5246.36 feet between said Southwest Corner and the Southeast Corner of said Section 14); and running thence along the East line of said McKinley Mining Claim North 04°18'00" East 600.00 feet; thence South 85°42'00" East 57.79 feet; thence North 72°55'47" East 359.21 feet; thence South 81°54'49" East 110.17 feet to the Northerly Corner of the BLM Exception Parcel; thence along the Westerly line of said BLM Parcel South 18°45'09" West 127.66 feet; thence South 18°45'09" West 22.41 feet; thence South 68°20'38" East 41.23 feet; thence South 05°08'17" East 224.04 feet; thence North 84°51'43" East 15.85 feet; thence South 08°00'00" East 355.75 feet to the North line of the Roosevelt No. 1 Mining Claim (MS 6645); thence along said North line North 85°42'00" West 632.30 feet to the POINT OF BEGINNING.

Together with all ingress/egress and utility easements as depicted or described hereon. Containing 370,679 sq. ft. or 8.51 acres of land more or less.

Parcel No.	Serial No.
00-0016-8307	ODH-00PN-0-014-024

JORDANELLE VILLAGES DESCRIPTION

A parcel of land located in the Southeast Quarter of Section 14, the Northeast Quarter of Section 23 and the Northwest Quarter of Section 24, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and being more particularly described as follows:

Beginning at a Boundary Corner of Deer Crest Estates Subdivision Phase II, said point being North 89°19'56" West along the Section Line 650.56' feet and North 160.75' feet from the Northeast Corner of said Section 23 (Basis of bearing being North 89°19'56" West 5246.36' feet between said Northeast Corner and the Northwest Corner of said Section 23); thence South 50°41'13" East 616.08' feet along the Easterly line of the Kruger No. 3 Mining Claim (MS 5161); thence North 89°45'21" East 170.82' feet along the North Line of the Old Missouri Mining Claim (MS 5161) to a U.D.O.T. Right of Way Brass Cap; thence along the Right of Way Line of US Highway 40 the following four (4) courses: thence 1) continuing along said North line of the Old Missouri Mining Claim North 89°45'21" East 318.28' feet to a U.D.O.T. Right of Way Brass Cap; thence 2) South 20°25'42" East 435.97' feet to a U.D.O.T. Right of Way Brass Cap; thence 3) South 01°51'02" East 213.75' feet to a U.D.O.T. Right of Way Brass Cap; thence 4) South 34°17'35" East 97.77' feet; thence South 07°10'00" East 414.78' feet; thence South 80°45'00" West 171.27' feet to the Northeasterly line of U.D.O.T. Frontage Road known as "L" line project NF-19; thence along said frontage road the following three (3) courses: thence 1) North 71°05'06" West 225.88' feet to a U.D.O.T. Right of Way Brass Cap; thence 2) South 18°54'54" West 100.00' feet; thence 3) South 71°05'06" East 39.10' feet to a U.D.O.T. Right of Way Brass Cap; thence South 80°45'00" West 421.90' feet; thence South 80°20'00" West 594.60' feet to the Southeast Corner of said Deer Crest Estates Subdivision Phase II; thence along the Easterly and Northerly Boundary of said Deer Crest Estates Subdivision Phase II the following nine (9) courses: thence 1) North 01°15'49" East 760.49' feet; thence 2) North 13°18'07" East 60.00' feet; thence 3) North 58°24'43" East 172.47' feet; thence 4) South 73°23'29" East 99.29' feet; thence 5) North 21°45'53" East 212.76' feet; thence 6) North 42°19'29" West 573.69' feet; thence 7) North 00°09'19" East 352.16' feet; thence 8) North 64°47'01" East 127.27' feet; thence 9) South 20°57'16" East 189.32' feet to the point of beginning.

Together with all ingress/egress and utility easements as depicted or described hereon. Containing 1,604,832 sq. ft. or 36.84 acres more or less.

Parcel Nos.	Serial Nos.
00-0020-1913	ODV-0001-0-024-024
00-0020-1914	ODV-0003-0-024-024