

EXTENSION TO ORIGINAL AGREEMENT

C2004-20

AN AMENDMENT TO A CONSENT AGREEMENT APPROVED
IN 2002 GRANTING CERTAIN DENSITIES TO PROPERTIES
LOCATED IN THE OGDEN VALLEY

RECITALS

WHEREAS, in 2002, the Board of County Commissioners of Weber County ("Commission") entered into a Consent Agreement Contract #C2002-22 ("Agreement"), a copy of which is attached hereto and hereby incorporated into this Agreement as Exhibit "A," granting a temporary right to certain densities to properties located in Ogden Valley, Weber County, Utah; and

WHEREAS, in Section 4.3 of the Agreement, related to vested rights, the Agreement provided that the vested rights for residential development density would have a duration of ten (10) years from the date of execution of the Agreement; and

WHEREAS, that granting of those density rights will expire on or about February 4, 2012 and absent this extension the density will revert to one dwelling unit per three acres; and

WHEREAS, the present owner of a portion of that property covered under the Agreement has petitioned the Commission to extend the Agreement for an additional period of time for a certain portion of the property described in the original Agreement; and

WHEREAS, after due consideration the Commission has determined because of delay in the development caused by wetland related issues and because of the present extraordinary economic circumstances which may continue for some time, the Commission will extend to the developer an additional five (5) year period to complete his development before the 2002 density expires as specified in the Agreement;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT TO EXTEND CONSENT AGREEMENT TERM

The 2002 Agreement herein is hereby amended to reflect an extension for the property described in Exhibit "B," which is attached hereto and made a part hereof. The extension is for an additional five (5) year period to expire on February 4, 2017. All of the terms and conditions of the original Agreement shall apply as stated therein to the property described in Exhibit B except as modified herein. All other property specified in the original Agreement shall be subject to the 10 year period.

Further, the extension granted herein shall not modify or effect a change to any zoning development agreement or subdivision ordinance requirement (including time limits and phasing) which are applicable to the property described in Exhibit B.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By *Craig L Dearden*
Craig L Dearden, Chair

Commissioner Bischoff voted _____
Commissioner Dearden voted _____
Commissioner Zogmaister voted _____

ATTEST:

Alan D. McEwan
Alan D. McEwan, CPA
Weber County Clerk/Auditor

I certify that I have the legal authority to sign this Agreement on behalf of the Eden Valley Development LLC.

EDEN VALLEY DEVELOPMENT, LLC

By *Howard Schmidt*
Howard Schmidt
Its *Manager*

State of Utah)
 :ss
County of Weber)

The foregoing instrument was acknowledged before me this 20 day of February, 2009, by Howard Schmidt.

Tiffany A Flint
Notary Public

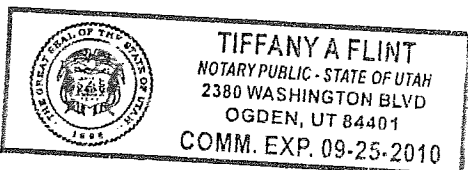


EXHIBIT "B"

Eagles Landing Boundary

A part of the East Half of Section 27, Township 7 North, Range 1 East, Salt Lake Base & Meridian beginning at a point on the West line of the East half of said Section 27, said point being S 00°16'63" West along the section line 162.05 feet from the North 1/4 Corner of said Section 27, T7N, R1E, SLB&M; thence the following courses:

S 89°07'48" E 176.96 feet; thence
S 67°23'35" E 604.07 feet; thence
S 65°54'36" E 539.55 feet; thence
S 36°56'23" E 232.69 feet; thence
Northeasterly 126.01 feet along a curve to the right to a tangent line R=255.00'
Delta=28°18'49" T=64.32' CH=124.73' CHB=N 58°01'40" E);
thence
N 72°11'05" E 197.69 feet to a tangent curve; thence
Northeasterly 340.16 feet along said curve to the left to a tangent line R=270.00'
Delta=72°11'05" T=196.83' CH=318.11' CHB=N 36°05'32" E);
thence
North 229.51 feet to the east line of Eagles Landing Phase 1; thence
along said subdivision six courses as follows:
S 89°07'48" E 60.01 feet; thence
South 250.51 feet; thence
Southwesterly 178.87 feet along said curve to the right to a tangent line
R=280.00' Delta=36°36'03" T=92.60' CH=175.84' CHB=S
18°18'00" W); thence
S 25°31'44" E 124.45 feet; thence
S 13°31'01" W 318.32 feet; thence
S 76°28'59" E 837.11 feet to the East line of Section 27; thence
S 00°27'53" W 1390.86 feet along said section line to the east quarter corner;
thence
S 00°22'02" W 650.88 feet along the section line; thence
N 89°37'27" W 1805.50 feet to the East line of Andersen Acres Subdivision;
thence
N 13°25'39" W 362.44 feet along the East line of Andersen Acres Subdivision;
thence
N 00°00'09" W 530.00 feet along the East line of Andersen Acres Subdivision and
the extension of said subdivision; thence
West 752.36 feet to the West line of the East half of said Section 27;
thence
N 00°16'53" E 2261.16 feet along the West line of the East half of said Section to
the point of beginning.

Contains: 6,314.218 sq.ft./144.95 acres

EXHIBIT "A"

Part A-Eden Valley Land Dev.
Part B-Wolfland Dev. Project

C2002-22
CONSENT AGREEMENT
FOR THE EDEN VALLEY LAND DEVELOPMENT PROJECT
WEBER COUNTY UTAH

This Consent Agreement is entered into this 5th day of Feb., 2002, by and among Eden Valley Land Company, the owner of certain undeveloped real property in the Ogden Valley in Weber County State of Utah, and Weber County, a body corporate and politic of the state of Utah, by and through its Board of County Commissioners.

Article 1 DEFINITIONS

- 1.1 **Agreement** means and refers to this Consent Agreement.
- 1.2 **Board of County Commissioners, Board of Commissioners or Commission** shall mean the Board of County Commissioners for Weber County, State of Utah
- 1.3 **Code** means Weber County ordinances regulating building development and land use specifically those portions dealing with Ogden Valley.
- 1.4 **Consent Agreement** means and refers to this Consent Agreement.
- 1.5 **County** means Weber County, a political subdivision of the State of Utah, by and through its board of County Commissioners.
- 1.6 **County Commission** means the Board of County Commissioners of Weber County, State of Utah.
- 1.7 **Developer or Developers** means and refers to Eden Valley Land Company.
- 1.8 **Litigation** means the litigation commenced by Developer against the County, and others relative to development and development densities permitted on the Property, which suit is styled *Wolf Land Co., et al. v. Weber County, et al.*, Civil No. 980904326.
- 1.9 **Property** means approximately 174.88 acres, based on County tax surveys, subject to a formal survey submitted in connection with development applications, and the appurtenant real property rights located in Weber County, Utah, the tax survey legal description of which is attached as Exhibit "A."

**Article 2
RECITALS**

2.1 Developers are the owners of approximately 174.88 acres of Property located in Ogden Valley in Weber County.

2.2 A dispute has existed between the parties as to whether the Property has vested rights to a development density of one unit per acre, and whether Developer timely filed its application for development approval under prior zoning, among other issues.

2.3 Developer filed Development Applications for residential development of the subject property with a density of one unit per acre on or before January 28, 1998.

2.4 Litigation was subsequently commenced by Developer for a determination of its rights to develop the Property into residential density of one unit per acre.

2.5 The County and the Developer entered into settlement discussions in order formulate a Consent Agreement which would resolve the pending Litigation and related disputes eliminating the expense and uncertainty of litigation and the possibility that in the event the County lost the litigation development density would be at one unit per acre.

2.6 In an effort to resolve their disputes without the time, expense, and uncertainty of pursuing the Litigation to conclusion, the parties have agreed to enter into this Consent Agreement.

2.7 The County, acting pursuant to its authority under Utah Code Ann. § 17-27-101, *et seq.*, and the Code has made certain determinations with respect to the Property, and in the exercise of its legislative discretion, has elected to process the development of the Property to settle the Litigation, resulting in a negotiation, consideration and approval in accordance with state law.

**Article 3
FINDINGS**

The Board of County Commissioners, acting in its legislative capacity, has made the following determinations with respect to the Property including all of the findings of fact and conclusions of law necessary to make each of the following findings and determinations:

3.1 To resolve the Litigation, and related issues in a manner that reduces risk to the County and conserves enormous time and money that would be spent in the Litigation, and assure development of the Property in a manner more acceptable to the County than if the litigation were lost, the Consent Agreement has been approved by action of the County Commission taken on 2/5/2002.

3.2 In making such approval, the Board of County Commissioners has made such findings of fact and conclusions of law as are required as a condition of the approval. These findings and conclusions include, without limitation, the following:

(1) Developer made an application under the prior zoning for development of the Property at a density of one unit per acre;

(2) If that application were deemed to be substantially complete by a court of competent jurisdiction, the Developers would have vested rights to that development density of one unit per acre;

(3) Litigation has been commenced by Developer to establish that it is entitled to development density of one unit per acre;

(4) The County may not be successful in the Litigation, and Developers may succeed in obtaining a declaratory judgment that they have vested rights to the development density of one unit per acre;

(5) In addition to the risk of losing in the Litigation, and the uncertainty the County would incur significant legal expenses and substantial time of key County employees would be consumed by the Litigation;

(6) If the County lost the Litigation the Ogden Valley would be adversely impacted, and the Property and Ogden Valley would suffer significant depreciation by the much more intense development density;

(7) By entering into the Consent Agreement the risk of loss is eliminated along with the cost and time constraints of the Litigation, and the County can limit development on the Property to more acceptable levels;

(8) Therefore, the Commission has determined that it is in the best interest of the County to resolve the Litigation by this Consent Agreement.

3.3 The Board of County Commissioners acting pursuant to its authority under Utah Code Ann. § 17-27-101 *et seq.*, as well as its regulations and guidelines, in the exercise of its legislative discretion, has determined that the Property is exempt from the application of the Code to the extent that such a finding may be a condition precedent to approval of this Consent Agreement. Where there is a conflict between a provision of this Consent Agreement and the Code, or General Plan, or other land use regulations or laws, this Consent Agreement shall take precedence.

3.4 The Board of County Commissioners has determined that the density of development on the Property must be allowed as provided in this Consent Agreement pursuant to vested rights claims and other claims of the Developers pursuant to the Litigation and in settlement of the disputes related thereto.

Article 4 VESTED RIGHTS

4.1 Vested Rights. The Developer has vested rights to the residential development density of one unit per each 1½ acres of the Property, exclusive of dedicated roads and slopes exceeding the permissible developable grade under any slope ordinance in place on January 28, 1998.

4.2 Development Approval. Before development may occur however, Developer must obtain preliminary and final approval of any such development, consistent with the vesting of rights recognized and approved by this Consent Agreement.

4.3 Duration of Vested Rights. The vested rights to residential development density granted hereunder shall have a duration of ten (10) years from the date of the execution of this Consent Agreement by and on behalf of Weber County.

Article 5 SUCCESSORS AND ASSIGNS

5.1 Binding Effect. This Consent Agreement shall run with the land and shall be binding upon the County and inure to the benefit of the successors and assigns of Developer in the ownership or development of any portion of the Property.

Article 6 GENERAL TERMS AND CONDITIONS

6.1 Agreements to Run with the Land. This Consent Agreement shall be recorded against the Property. The agreements contained herein shall be deemed to run with the land and shall be binding on and shall inure to the benefit of all successors in ownership of the Property. As used herein, Developer shall include the parties signing this Consent Agreement and identified as "Developer," and all successor owners of any part of the Property.

6.2 Construction of Agreement. This Consent Agreement shall be construed so as to effectuate the public purpose of resolving disputes, implementing long-range planning objectives, obtaining public benefits, and protecting any compelling, countervailing public interest, while providing assurances of continued vested development rights under this Agreement.

6.3 Duration. The vested rights to residential development density granted under this Agreement shall continue for ten (10) years from the date this Agreement is executed by Weber County.

6.4 State and Federal Law. The parties agree, intend and understand that the obligations imposed by this Consent Agreement are only such as are consistent with state and federal law. The parties further agree that if any provision of this Consent Agreement becomes, in its performance, inconsistent with state or federal law or is declared invalid, this Consent Agreement shall be deemed amended to the extent necessary to make it consistent with state or federal law, as the case may be, and the balance of this Consent Agreement shall remain in full force and effect.

6.5 No Waiver. Failure of a party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such party to exercise at some future time said right or any other right it may have hereunder.

6.6 Entire Agreement. This Consent Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Consent Agreement may not be modified or amended except in writing mutually agreed to and accepted by both parties to this Consent Agreement.

6.7 Attorneys' Fees. Should any party hereto employ attorneys for the purpose of enforcing this Consent Agreement, or any judgment based on this Consent Agreement, or for any reasons or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearings, and whether or not an action has actually commenced, the prevailing party shall be entitled to receive from the other party thereto reimbursement for all attorneys' fees and all costs and expenses (including expert witnesses). Should any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

6.8 Notices. Any notice, confirmation or other communication hereunder (each, a "notice") hereunder shall be given in writing by certified mail, postage prepaid, return receipt requested, at the following addresses:

To the County:

Weber County Board of Commissioners
2380 Washington Blvd., Suite 360
Ogden, Utah 84401
Facsimile: (801) 399-8305

With a copy to:

David C. Wilson, Esq.
Deputy County Attorney
2549 Washington Blvd., Suite 700
Ogden, Utah 84401
Facsimile: (801) 399-8304

To Developer:

Eden Valley Land Company
c/o Tom Hayes
1704 North Valleyview
Layton, Utah 84040

With a copy to:

Kevin Egan Anderson
Parry, Anderson & Mansfield
60 East South Temple, Suite 1270
Salt Lake City, Utah 84111
Facsimile: (801) 521-3484

or to such other addresses as either party or their successors may designate by written notice. Notice shall be deemed given upon actual receipt, if personally delivered, when transmitted if delivered by facsimile, one (1) business day following deposit with a reputable overnight courier that provides a receipt, or on the third (3rd) day following deposit in the United States mail in the manner described above.

6.9 Applicable Law. This Consent Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Utah.

6.10 Execution of Agreement. This Consent Agreement may be executed in multiple counterparts or originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

6.11 Titles and Captions. All section titles or captions contained in this Consent Agreement are for convenience only and shall not be deemed part of the context nor affect the interpretation hereof.

6.12 Savings Clause. If any provision of this Consent Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Consent Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

6.13 Force Majeure. Any default or inability to cure a default caused by strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, enemy or hostile governmental action, civil commotion, fire or other casualty, or other similar causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to the period during which any such event prevented, delayed or stopped any required performance or effort to cure a default.

6.14 Severability. If any provision of this Agreement, or the application of such provision to any person or circumstance, is held invalid, void, or unenforceable, but the remainder of this Agreement can be enforced without failure of material consideration to any party, then the remainder of this Agreement shall not be affected thereby and it shall remain in full force and effect, unless amended or modified by mutual consent of the parties. If any material provision of this Agreement is held invalid, void, or unenforceable or if consideration is removed or destroyed, the Developer or the County shall have the right in their sole and absolute discretion to terminate this Agreement by providing written notice of such termination to the other party.

6.15 Recordation of Agreement. This Agreement may be recorded by either party with the Weber County Recorder.

6.16 Necessary Approvals. The signators to this agreement represent and warrant that they have each been fully authorized by the entity for whom they are executing this agreement to do the same, and that by signing this agreement they are binding the entity for whom they have executed the agreement, and that it should be fully liable and responsible for all duties and obligations, and shall be entitled to all rights and benefits under this Agreement.

IN WITNESS WHEREOF, this Consent Agreement has been executed by Weber County, acting by and through the Board of County Commissioners of Weber County, State of Utah, authorizing such execution, and by a duly authorized representative of Developer, as of the above stated date.

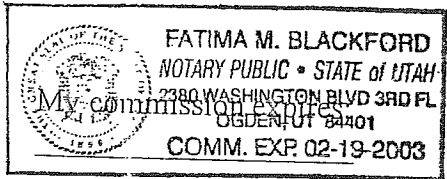
COUNTY:

BOARD OF COUNTY COMMISSIONERS OF
WEBER COUNTY, STATE OF UTAH

By: Glen H. Burton
Glen H. Burton, Chairman

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledged before me this 27th day of February, 2002 by Glen H. Burton, Chairman of the Board of County Commissioners of Weber County, State of Utah.



Fatima M. Blackford
Notary Public
Residing at: Ogden, UT

DEVELOPER:

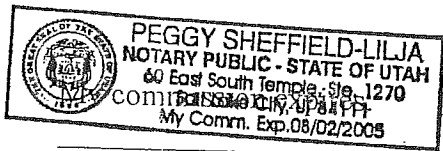
EDEN VALLEY LAND COMPANY

By: [Signature]

Its: [Signature]

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

The foregoing instrument was acknowledge before me this 26th day of March, 2002 by Tom Hays, General Manager of Eden Valley Land Company.



Peggy Sheffield-Lilja
Notary Public
Residing at: SLC, Utah

DESCRIPTION OF PROPERTY SERIAL NUMBER 22 021 0102 TAXING UNIT

OWNER EDEN VALLEY LAND COMPANY L L 1704 NORTH VALLEY VIEW DR 317
LAYTON UT
84041

DESCRIPTION OF PROPERTY 2000 R/P ACRES; 174.9

PART OF THE EAST HALF OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 165 FEET SOUTH FROM THE NORTH QUARTER CORNER OF SAID SECTION AND RUNNING THENCE EAST TO A POINT 165 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID SECTION; THENCE SOUTH ALONG THE EAST SECTION LINE 3125 FEET, MORE OR LESS, TO A POINT 650 FEET SOUTH OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WEST 1808 FEET; THENCE NORTH 16D33' WEST 375 FEET, MORE OR LESS, THENCE SOUTH 84D37' WEST 561 FEET; THENCE SOUTH 16D40' EAST 205 FEET; THENCE SOUTH 84D33' WEST 249 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 3025 FEET, MORE OR LESS, TO BEGINNING.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY: BEGINNING 2914.16 FEET SOUTH AND 1915.22 FEET WEST OF THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING NORTH 89D09'42" WEST FROM SAID CORNER TO THE NORTH QUARTER CORNER OF SAID SECTION); THENCE AS FOLLOWS: SOUTH 85D06'57" WEST 561.00 FEET ALONG THE DEED LINE; THENCE SOUTH 16D27'39" EAST 215.53 FEET ALONG THE DEED LINE; THENCE SOUTH 84D45'21" WEST 227.43 FEET ALONG THE DEED LINE TO A FENCE LINE ON THE EAST LINE OF A WEBER COUNTY ROAD; THENCE NORTH 00D36'35" WEST 805.29 FEET ALONG SAID FENCE LINE; THENCE NORTH 90D00'00" EAST 732.94 FEET THENCE SOUTH 00D00'00" EAST 530.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT OF WAY. (E#1717983 BK 2083 PG 1549)

COMMENTS

**

EXHIBIT "A"

DESCRIPTION OF PROPERTY SERIAL NUMBER 22 040 0013 TAXING UNIT

OWNER WOLF LAND COMPANY L L C

P O BOX 3287
OGDEN UT
84409

317

DESCRIPTION OF PROPERTY 1996 R/P ACRES; 22.11

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN,
U S SURVEY; BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTH
HALF OF SAID NORTHWEST QUARTER AND WEST 858 FEET; RUNNING
THENCE SOUTH 1320 FEET; THENCE WEST 470 FEET, MORE OR LESS,
TO THE EAST LINE OF LOT 22, BIG SKY ESTATES NO.1, THENCE
NORTH 2500' WEST 953.18 FEET; THENCE NORTH 439 FEET ALONG
SAID SUBDIVISION TO A POINT WEST OF THE BEGINNING THENCE
EAST 870 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

OK-

COMMENTS

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EXHIBIT "A-1"

DESCRIPTION OF PROPERTY SERIAL NUMBER 20 004 0004 TAXING UNIT

OWNER WOLF LAND CO L L C

P O BOX 3287
OGDEN UT
84409

317

DESCRIPTION OF PROPERTY 1973 R/P ACRES; 8 0

PART OF LOT 2, SECTION 4, TOWNSHIP 6 NORTH, RANGE 1 EAST,
SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING 330 FEET WEST OF
THE SOUTHEAST CORNER OF SAID LOT 2; RUNNING THENCE NORTH 1320
FEET TO NORTHEAST CORNER OF LOT 2; THENCE WEST 264 FEET;
THENCE SOUTH 1320 FEET; THENCE EAST 264 FEET TO BEGINNING.

COMMENTS

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EXHIBIT "A-2"

✓
DESCRIPTION OF PROPERTY SERIAL NUMBER 22 040 00 0 TAXING UNIT

OWNER WOLF LAND COMPANY L L C P O BOX 3287 317
OGDEN UT
84404

DESCRIPTION OF PROPERTY 1981 R/P ACRES; 56.8

PART OF THE NORTH 1/2 OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING 459.61 FEET EAST OF THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 33, AND RUNNING THENCE NORTH 2D49'27" EAST 659.85 FEET, THENCE SOUTH 69D41'30" EAST 334.37 FEET, THENCE NORTH 19D35'32" EAST 851.84 FEET TO THE NORTH LINE OF SAID QUARTER SECTION, THENCE EAST 1550.17 FEET, MORE OR LESS, THENCE SOUTH 20 CHAINS, THENCE WEST 2180.39 FEET TO BEGINNING. CONTAINING 56.80 ACRES, M/L.

SUBJECT TO A 50 FOOT RIGHT-OF-WAY DESCRIBED AS PER RECORD IN BOOK 1135, PAGE 2.

COMMENTS

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EXHIBIT "A-3"

DESCRIPTION OF PROPERTY SERIAL NUMBER 20 004 0.) TAXING UNIT

OWNER WOLF LAND CO L L C P O BOX 3287 317
OGDEN UT
84409

DESCRIPTION OF PROPERTY 1968 R/P ACRES; 1.85 0

PART OF LOT 4, SECTION 4, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U.S. SURVEY: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4; RUNNING THENCE SOUTH 425.0 FEET; THENCE NORTHWESTERLY TO A POINT 379 FEET, MORE OR LESS, WEST AND SOUTH 33D30'26" WEST 26 FEET, MORE OR LESS, OF BEGINNING; THENCE NORTH 33D30'26" EAST 26 FEET, MORE OR LESS; THENCE EAST 379 FEET, MORE OR LESS, TO BEGINNING.

ALSO: RIGHT-OF-WAY FOR INGRESS AND EGRESS AND UTILITIES OVER THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9, SILVER BELL ESTATES NO. 1; RUNNING THENCE WESTERLY ALONG LOT LINE TO THE SOUTHWEST CORNER OF SAID LOT 9; THENCE NORTHERLY ALONG LOT LINE 50 FEET; THENCE SOUTHEASTERLY PARALLEL TO SOUTHWESTERLY LINE OF SAID LOT TO THE EAST LINE OF SAID LOT 9; THENCE SOUTH TO BEGINNING.

COMMENTS

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MARY T CLIFTON & ASSOCIATES LLC 1/2, THE MARY T CLIFTON
FAMILY TRUST MARILYN CLARENE C CRITCHLOW AS TRUSTEE AND AL
SUCCESSOR TRUSTEES (CLAIMS) #1522397
1908-1500 QCD 2-28-98 2-18-98

EXHIBIT "A-4"

DESCRIPTION OF PROPERTY RIAL NUMBER 22 040 00 TAXING UNIT

OWNER WOLF LAND CO L L C

P O BOX 3287
OGDEN UT
84409

317

DESCRIPTION OF PROPERTY 1996 ORIG ACRES; 1.25 0

PART OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 7
NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN: BEGINNING 1320
FEET WEST OF THE SOUTHEAST CORNER OF SECTION 33, RUNNING
THENCE WEST 1320 FEET; THENCE NORTH 41.25 FEET; THENCE
EAST 1320.0 FEET; THENCE SOUTH 41.25 FEET TO POINT OF
BEGINNING.

RESERVING UNTO GRANTOR HEREIN A RIGHT OF WAY FOR INGRESS
AND EGRESS OVER SAID PARCEL.

COMMENTS

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EXHIBIT "A-5"

DESCRIPTION OF PROPERTY SERIAL NUMBER 20 004 00 TAXING UNIT

OWNER WOLF LAND CO L L C P O BOX 3287 317
OGDEN UT
84409

DESCRIPTION OF PROPERTY 1975 ORIG ACRES; 62 0

ALL OF LOT 3, AND ALL OF LOT 2, EXCEPT THE EAST 594 FEET IN
SECTION 4, TOWNSHIP 6 NORTH, RANGE 1 EAST, SALT LAKE BASE AND
MERIDIAN, U.S. SURVEY.

COMMENTS

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EXHIBIT "A-6"

DESCRIPTION OF PROPERTY SERIAL NUMBER 22 040 06 TAXING UNIT

OWNER WOLF LAND CO L L C P O BOX 3287 317
OGDEN UT
84409

DESCRIPTION OF PROPERTY 1996 ORIG ACRES; 26 0

PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 33,
TOWNSHIP 7 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, U S
SURVEY, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST
CORNER OF SAID SOUTH HALF OF SAID NORTHWEST QUARTER, RUNNING
THENCE WEST 858 FEET; THENCE SOUTH 1320 FEET TO THE SOUTH
LINE OF SAID NORTHWEST QUARTER; THENCE EAST 858 FEET, MORE
OR LESS, TO THE EAST LINE OF SAID NORTHWEST QUARTER; THENCE
NORTH 1320 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SUBJECT TO OTHERS RIGHTS IN THE EXISTING RIGHT OF WAY.

COMMENTS

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EXHIBIT "A-7"

DESCRIPTION OF PROPERTY SERIAL NUMBER 22 040 00 2 TAXING UNIT ✓

OWNER WOLF LAND CO L L C P O BOX 3287 317
OGDEN UT
84409

DESCRIPTION OF PROPERTY ORIG ACRES; 40

THE SOUTHWEST QUARTER OF NORTHEAST QUARTER OF SECTION 33,
TOWNSHIP 7 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,
U.S. SURVEY: CONTAINING 40.0 ACRES, MORE OR LESS.

COMMENTS
**

EXHIBIT "A-8"

DESCRIPTION OF PROPERTY SERIAL NUMBER 22 040 00 TAXING UNIT

OWNER WOLF LAND CO L L C P O BOX 3287 317
OGDEN UT
84409

DESCRIPTION OF PROPERTY 1996 R/P ACRES; 62.6

PART OF THE WEST 1/2 OF SECTION 33, TOWNSHIP 7 NORTH,
RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY:
BEGINNING 1980 FEET EAST FROM THE SOUTHWEST CORNER OF SAID
SECTION 33 AND RUNNING THENCE NORTH 1320 FEET; THENCE WEST
1228.68 FEET TO THE EASTERLY BOUNDARY OF BIG SKY ESTATES NO.2;
THENCE NORTH 12D52'49" EAST 89.78 FEET; THENCE EAST 504.47
FEET, THENCE NORTH 30D20' WEST 133.92 FEET; THENCE NORTH
64D40' EAST 233.12 FEET; THENCE NORTH 270 FEET; THENCE NORTH
58D06'40" WEST 422.51 FEET; THENCE NORTH 25D EAST 597 FEET;
THENCE EAST TO THE CENTER OF SECTION 33; THENCE SOUTH 2640
FEET; THENCE WEST 660 FEET, TO THE POINT OF BEGINNING.

SUBJECT TO A RIGHT OF WAY FOR INGRESS AND EGRESS OVER
THE SOUTH 2.5 RODS HEREOF.

COMMENTS

**

EXHIBIT "A-9"

FINAL
PAGE