

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
FORT PIERCE INDUSTRIAL PARK PHASES II, III & IV**

THIS DECLARATION is made as of the 7th day of MAY, 1999, by State of Utah, acting through the School and Institutional Trust Lands Administration, (herein called the "Declarant"), with regard to all that real property located in Washington County, Utah, described in Exhibit "A", attached hereto and made a part hereof (herein called the "Property").

To establish a general plan for the improvement and development of the Property; to insure adherence thereto so as to avoid improper development and use of the Property; and to provide adequately for consistent quality of improvement and use, Declarant desires to subject the Property (for the benefit of all Lots within the Property), to these Covenants, Conditions and Restrictions. Declarant intends for the Property to be held, improved and conveyed subject to these Covenants.

These Covenants, Conditions and Restrictions are executed in contemplation of future subdivision of the Property into Lots. Further, it is contemplated that a subdivision plat describing the Lots and including dedicated streets will be recorded.

NOW, THEREFORE, Declarant hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to these Covenants, Conditions and Restrictions herein set forth, each and all of which is and are for and shall inure to the benefit of and pass with each and every Lot of the Property and apply to and bind the heirs, assigns and successors in interest of each and every owner of a Lot(s) of the Property.

1. Agent for Declarant. All powers and authority reserved by, or given to, Declarant under this Declaration of Covenants, Conditions and Restrictions may be exercised on behalf of Declarant by Fort Pierce Business Park, L.C., which shall be agent for Declarant in the exercise of these powers and authority.

2. Operation and Purpose of Covenants, Conditions and Restrictions.

A. Declarant hereby declares that the Property is now held, and shall be transferred, sold, leased, conveyed and occupied subject to the Covenants, Conditions and Restrictions herein set forth, each and all of which shall run with the land and remain in full force and effect and apply to and bind the heirs, grantees, assigns and successors in interest of each and every owner of a Lot of the Property. Each purchaser ("owner") of any Lot or parcel in the Property covenants and agrees to use the Property only in accordance with the provisions hereof and to refrain from using the Property in any way inconsistent with or prohibited by the provisions of this Declaration. It is the intent and purpose of these Covenants, Conditions and Restrictions to create mutual and equitable servitudes upon the Property in favor of all other Lots located therein, creating reciprocal rights and obligations between the respective owners of Lots of the Property, and creating a privity of contract and estate between the owners of said Lots.

B. It is the intent of these Covenants, Conditions and Restrictions to allow general industrial activities, manufacturing, warehousing and marketing activities to be carried out within a building or buildings on the Property, which do not contribute excessive noise, dust, smoke or vibration to the surrounding environment and do not contain a high hazard potential due to the nature of the products, material or processes involved. It is the further intent and purpose of these Covenants, Conditions and Restrictions to control the user-occupant density on the Property, to expressly prohibit certain uses of the Property, and to protect the character of the Property.

3. Consent to Plat

A. Declarant shall prepare and record one or more plats designating ownership of the various Lots of the Property. Upon request, each owner shall give written consent to the preparation and recording of said plat(s).

B. If permitted by the subdivision ordinance and other applicable laws of the City of St. George and if approved by the Board of Trustees, the owner of a parcel of the Property may decide to develop commercial condominium units on part or all of the parcel. Such further development may occur either before or after the recording of a plat on the portion of the Property of which the parcel is a part. In either case, the parcel so developed with condominium units shall continue to be subject to all of the terms and conditions of these Covenants, Conditions and Restrictions. In addition, the parcel so developed shall be deemed to be, and shall remain, one Lot for purposes of these Covenants, Conditions and Restrictions. Accordingly, all rights hereunder relating to that Lot may only be exercised jointly by the individual real property interests within that Lot and all obligations hereunder relating to that Lot shall be the joint and several obligations of the individual real property interests within that Lot.

4. Lot. Each Lot shall be owned in fee simple by the owner. Structures may be constructed as permitted herein, subject to approval of the Board of Trustees (described in Section 19), as outlined in item 8 herein, and in accordance with and subject to the ordinances of the City of St. George, including the Hillside Ordinance, and other applicable rules and regulations.

5. Permitted Uses. The Property is restricted to selected industrial, manufacturing, warehousing and marketing enterprises that are compatible with the development. The Property is also restricted to aesthetically attractive and harmonious structures and improvements including landscaping as approved by the Board of Trustees, below, one of whose functions shall be to adjudge whether a proposed use or structure conforms to the purposes herein provided. The Board of Trustees shall limit the use of metal in construction of any proposed improvement, fence, structure or building that will face River Road.

6. Prohibited Uses. No part of the Property shall be used for any purpose or business that is prohibited by the zoning applicable to the Property at any given time. Further, the following uses or any use substantially similar to any of the following is expressly prohibited in the Property:

- (a) Residential purposes, except for the dwelling of watchmen or other employees whose residence on the Property forms an integral part of the operation as approved by the Board of Trustees;
- (b) The manufacture, storage, distribution or sale of explosives;
- (c) The salvage, wrecking or stripping of wrecked vehicles, or the storage in bulk of junk, secondhand or unsightly materials of any type;
- (d) Stock and feed yards;
- (e) Food processing which involves the slaughter of animals or the use of animal carcasses, and
- (f) Recreational activities including courses for vehicular racing, the use of specialized recreational equipment, spectator sports.

7. Approval of Board of Trustees. Before commencing the construction or alteration of all buildings, enclosures, fences, loading docks, parking facilities, storage yards, or any other structures or permanent improvements on or to any site or Lot within the Property, the property owner shall first submit

the following materials to the Board of Trustees for its written approval:

- (a) Site plans, including setback lines, roads, parking areas, loading and maneuvering areas, external lighting, utilities and utility easements and grading and planting plans, which plans shall show existing grades and natural vegetation;
- (b) Floor plans, cross sections and elevations of all sides of the buildings, structures or improvements and location and detail of signs;
- (c) Samples of the actual materials proposed for all external surfaces;
- (d) A professionally designed landscape, irrigation, and drainage plan;
- (e) An accurate architect's or artist's depiction or scale model of the project; and
- (f) Appropriate specifications.

The Board of Trustees shall have the right to refuse to approve any such plans and specifications and shall have the right, in so doing, to take into consideration the suitability of the proposed structure, the materials of which it is to be built, the site upon which it is proposed to be erected, the harmony thereof with the surroundings, and the effect of said building, or other planned structure, on the outlook from adjacent or neighboring property. The Board of Trustees shall adopt development guidelines as it deems necessary to inform owners of the standards that will be applied in approving or disapproving proposed uses and constructions. Such guidelines shall in no event be less restrictive than the restrictions stated herein, and they may be modified in the same manner as provided for modification of this Declaration. The Board of Trustees will be guided by this Declaration, the ordinances of the City of St. George, including the Uniform Building Code as adopted, and other applicable rules and regulations. In the event such Board of Trustees, or its designated representative, shall fail to approve or disapprove building plans, specifications, or site plans within sixty (60) days after they have been submitted to the Board of Trustees, such approval will not be required and this covenant will be deemed to have been complied with. The Board of Trustees shall have the power to enforce its decisions in accordance with this Declaration, the ordinances of the City of St. George, and all other applicable law. It shall not be liable for damages by reason of any action, inaction, approval or disapproval by it with respect to any request made pursuant hereto.

8. **Performance Guidelines.** In order to further the intent of the covenants contained in this Declaration, the owner of any parcel or Lot shall at all times keep the premises, buildings, improvements and appurtenances in a safe, clean and wholesome condition. In addition, the owner must comply in all respects with all government, health, fire and police requirements and regulations; the owner will remove at his or its own expense any rubbish of any character whatsoever which may accumulate on such site or Lot. Specifically, all uses permitted hereunder shall operate in conformance with the limitations set forth in each subsection below:

- (a) **Vibration.** No vibration shall be produced which is transmitted through the ground and is discernible without the aid of instruments at the lot line or at any point beyond the lot line.
- (b) **Noise.** All noise shall be muffled so as not to be objectionable due to intermittence, beat frequency or shrillness. In no event shall the sound pressure level of noise radiated continuously from a facility at nighttime exceed at the lot line an octave band of frequency of those recommended values set out in the American Standard Specification for an Octave Band Filter Set for the Analysis of Noise and Other Sounds, Z24.10-1953, of the American Standards Association.
- (c) **Air Pollution.** No visible emissions shall be discharged into the atmosphere from any source where the opacity is sufficient to obscure an observer's view to a degree equal or

greater than No. 1 on the Ringelmann Chart, except upon demonstration that the emission contains less than one-tenth pound (1/10 lb.) of particulate matter per thousand pounds (1,000 lbs.) of dry gases, adjusted to twelve percent (12%) carbon dioxide or fifty percent (50%) excess air. Visible emissions of any kind at ground level past the lot line of the Property on which the source of the emissions is located are prohibited. There shall not be discharged into the atmosphere any contaminate for which threshold limit values are listed for working atmosphere by the American Conference of Governmental Industrial Hygienists in such quantity that the concentration of the contaminant at ground level at any point beyond the boundary of the Property shall at any time exceed the threshold limit.

(d) Odors. No condition or operation will be allowed which results in the creation of odors of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public.

(e) Electromagnetic Radiation. It shall be unlawful to operate, or cause to be operated, any planned or intentional source of electromagnetic radiation for any purpose which does not comply with the then current regulations of the Federal Communications Commission regarding such sources of electromagnetic radiation, unless special circumstances exist which may be reviewed by the Board of Trustees and, upon recommendation from that Board of Trustees, the requirements of such regulations may be modified. It shall be unlawful to operate or to cause to be operated any source of electromagnetic interference, the radiation or transmission from which exceeds reasonable standards, employing standard field strength measuring techniques.

(f) Radioactive Materials. The handling of radioactive materials, the discharge of such materials into air and water and the disposing of radioactive wastes, shall be in conformance with the regulations of the Nuclear Regulatory Commission as set forth in Title 10, Chapter One, Part 20--Standards for Protection Against Radiation, as amended.

(g) Glare and Heat. No direct or sky-reflected glare, whether from floodlights or from high temperature processes such as combustion or welding or otherwise, so as to be visible at the lot line, shall be permitted. These regulations shall not apply to signs or floodlighting of parking areas otherwise permitted by this Declaration. There shall be no emission or transmission of heat or heated air so as to be discernible at the lot line.

(h) Liquid or Solid Waste. There shall be no discharge at any point into any public or private sewage disposal system or stream or into the ground, of any liquid or solid materials except in accordance with the regulations and standards established by the City of St. George, Utah, and other applicable state and federal laws.

(i) Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or any other waste. Such trash, rubbish, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and no rubbish, trash, papers, junk or debris shall be burned upon any Lot.

(j) Water Supply. No individual water supply system shall be used or permitted on any Lot or group of Lots unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the State Health Department. Approval of such system as installed shall be obtained from such authority.

(k) Fencing. Fencing for an industrial site shall be at least six feet (6') high. The Board of Trustees shall determine whether chain link fencing will be adequate, or whether opaque fencing such as masonry or chain link fencing with opaque slats is a necessity. The

materials to be used for fencing will be subject to approval of the Board of Trustees; however, wooden fencing is prohibited.

9. Minimum Area and Yard Spaces. No building may be erected or located:
- (a) less than sixty feet (60') from any public street property line;
 - (b) less than ten feet (10') from any side property line;
 - (c) less than twenty feet (20') from any other building on an adjacent site.

The recommended ratio of building coverage to the total site area shall not exceed forty percent (40%). The ratio of building coverage to the total site area will be subject to the approval of the Board of Trustees. The front yard spaces required by the set-backs provided in this paragraph shall contain only paved walks, paved driveways, parking lots, lawns and landscaping. Not less than five percent (5%) of the net lot area shall be landscaped. Landscaping shall mean decorative plazas, pools, or the planting of grass, shrubs, or trees, or other comparable surface cover. Such landscaped areas shall be maintained at all times by the owner, and shall at all times be kept adequately watered, mowed, trimmed and planted. All parking and landscaped areas shall be kept safe, clean and attractive.

10. External Appearance. All significantly exposed and noticeable projections outside of any building, including mechanical and electrical equipment, cooling towers, transformers, ducts, vents, etc., but excluding communications equipment, shall, to the extent reasonably possible, be screened from public view by appropriate enclosures. All plans submitted to the Board of Trustees for approval shall show such projections and enclosures.

11. Loading Docks. No loading dock shall be constructed facing on any public street unless such loading dock and every part thereof is at least seventy five (75') inside the right-of-way line of the street on which such loading dock fronts.

12. Landscaping.

A. Declarant shall install entryway landscaping along the boundary of the Property with River Road. Said landscaping shall be within the City of St. George right of way and shall be maintained by the City of St. George. No owner shall in any way interfere with this entryway landscaping.

B. All grounds and exterior areas shall be improved and maintained according to the following standards:

- (1) Landscape, irrigation, drainage, and planting shall be an integral part of the project design and construction plans submitted to the Board of Trustees for approval;
- (2) All planted areas shall be adequately watered;
- (3) All grounds and exterior areas shall be clean, neat and properly maintained at regular intervals; and
- (4) All fencing material shall be permanent and properly maintained.

In order to provide for an overall aesthetic project, Lots that face River Road may be subject to additional specific landscaping standards that will coordinate the Lot landscaping with the entryway landscaping referenced in A. above.

13. Parking. Each owner of a Lot shall provide adequate off-street parking to accommodate all parking needs for the Lot. Parking shall be provided on the basis of one square foot (1 sq. ft.) of

parking area for every square foot of building area, with provision for one (1) parking space for every vehicle used in conducting the business, and four (4) parking spaces for every five (5) employees working on the largest shift, together with adequate visitor parking. Owners of Lots shall not permit their employees or tenants to regularly park during business hours on public streets within the boundaries of the Property. All parking areas shall be covered with a hard, dust-free, paved surface. Vehicular access to a parking area shall be permitted only by paved access roadways. Parking structures shall not be calculated as building area. Any parking in the front of buildings (public street side) shall be limited to visitor's and short-term employee parking only.

14. **Signs.** No sign shall be erected or maintained on the Property except in conformity with the provisions of the St. George City ordinances. In addition to the requirements of said ordinances and in modification thereof, the following shall be required:

- (a) Only one (1) single-faced or double-faced sign shall be permitted per street frontage. Signs not attached to the building shall be ground signs not exceeding thirty-five square feet (35 sq. ft.) in area (single-face).
- (b) A single sign shall be allowed on the front of each facility, and of a size not to exceed one square foot (1 sq. ft.) for each horizontal linear foot of building wall facing the street on which the sign faces.
- (c) Signs shall be designed as a part of the architectural design of the building so as to add to the aesthetic appearance of the building and Property. Animated or flashing signs are prohibited.
- (d) Special purpose signs, relating to construction of improvements on the Property, future tenant identification signs, or signs intended to give special directions or instructions for a limited period of time, may be permitted for limited periods of time provided they are in conformity with applicable zoning ordinances and regulations.
- (e) These sign restrictions shall not apply to the commercial activities, signs and billboards of the Declarant while the Declarant is marketing Lots.

15. **Number of Tenants Per Building.** For a period of five (5) years from the date of this Declaration, no building shall be occupied or used by more than two (2) tenants or users simultaneously without the specific written consent of the Board of Trustees, nor shall more than two (2) businesses be conducted simultaneously in one building without the specific written consent of the Board of Trustees. The multiple occupancy and/or use of a building under this Paragraph does not change the character of the Lot on which the building was constructed or the application of the requirements of this Declaration. No owner, other than the Declarant, shall initiate action to reduce the size of any Lot or further subdivide any Lot within ten (10) years from the date of this Declaration.

16. **Time Limitation on Construction.** Each owner, other than the Declarant, shall be required to obtain a building permit and begin construction of an acceptable building within two (2) years from the date of purchase of a Lot. The Board of Trustees has the right to extend this two-year period on terms agreeable to it.

17. **Constructive Notice and Acceptance.** Every person who now or hereafter owns or acquires any right, title or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to every covenant, condition and restriction contained herein, whether or not any reference to this Declaration is contained in the instrument by which such person acquired an interest in the Property.

18. **Additional Property:** Additional property may be subjected to these covenants, conditions and restrictions by the Declarant. Declarant shall indicate its intent to have such property bound by these

covenants, conditions and restrictions on the plat of such property, or by recording an additional set of covenants, and thereafter such additional property shall be considered as part of the Property in all respects. This right of the Declarant shall be assignable to one or more assignees.

19. **Association.** Association means the Fort Pierce Industrial Park Phases II, III & IV Owners Association ("Association"). The Association shall be managed by a Board of Trustees, the members of which shall be selected as provided in the Articles of Incorporation and Bylaws of the Association, as the same shall be in effect from time to time.

The Association shall have one class of voting membership. Members are entitled to one vote for each acre of land. Fractional votes shall be allocated for fractions of acres owned. When more than one person holds an interest in any Lot, the group of such persons shall be a member. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

20. **Care and Maintenance of Common Property.** The Association shall be responsible for care and maintenance of any common property and improvements thereon.

Any damage caused to common property and improvements by any Lot owner and/or their agents, guests or invitees must be repaired by the Lot owner as soon as possible after such damage is discovered, and in the event of failure of the owner to make such repairs, the Association may make such repairs and the expense of such repair shall be borne by the Lot owner.

Each owner of a Lot within the Property shall be a member of the Association by virtue of these Covenants.

21. **Creation of Lien and Personal Obligation of Assessment.** Each owner of any Lot by acceptance of a deed or conveyance therefor, whether or not it shall be so expressed in any such deed or other conveyance, covenants and agrees to pay to the Association, assessments or charges and interest, costs of collection and a reasonable attorney's fee, as hereinafter provided. All such amounts shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment or amount is charged. Such assessments and other amounts shall be the personal obligation of (a) the person who was the owner of such property at the time when the assessment fell due and (b) successors-in-title who took title when assessments were delinquent. The Declarant shall not be subject to assessments or the lien for assessments.

22. **Purpose of Assessments.** The assessments levied by the Association shall be used by the Association only for operating expenses of the Association including governmental fees, costs of accounting and sending bills, and insurance; acquisition, maintenance, repair and operation of common property and other facilities and improvements beneficial generally to the Property; the payment of taxes on common property and insurance thereon maintained by the Association; insurance deductible amounts; and the establishment of a reserve account for repair, maintenance and replacement of the common property which must be replaced on a periodic basis.

23. **Rate of Assessment.** Assessments must be fixed at a pro rata rate for all Lots that have been sold or conveyed by the Declarant, based on the size of the Lots. The Board of Trustees may cause the Association to levy assessments that do not exceed One Hundred Dollars (\$100.00) per acre per calendar year. Assessments in excess of that amount may only be levied if approved by members having at least sixty-six per cent (66%) of the votes in the Association.

24. **Date of Commencement of Assessments; Due Dates.** The assessment due dates shall be established by the Trustees.

The Trustees shall prepare a roster of the Lots and the assessments applicable thereto at the same time that it shall fix the amount of the assessment, which roster shall be kept by the Treasurer of the Association, who shall record payments of assessments and shall allow inspection of the roster by any member at reasonable times.

The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessment on a specified Lot has been paid. Such certificates, when properly issued, shall be conclusive evidence of the payment of any assessment or fractional part thereof which is therein shown to have been paid.

25. Effect of Non-Payment of Assessment – Remedies of the Association. Any assessment or installment thereof not paid within thirty (30) days after the due date therefor shall be delinquent and shall bear interest from the due date at the rate of twelve percent (12%) per annum (or such lesser rate as the Trustees shall set by resolution) until paid. In addition, a late fee of \$25.00 for each delinquent installment shall be imposed.

The Trustees may, in the name of the Association, (a) bring an action at law against the owner personally obligated to pay any such delinquent assessment without waiving the lien of assessment, or (b) may foreclose the lien against the owner's Lot in accordance with the laws of the State of Utah applicable to the exercise of powers of sale in deeds of trust or to the foreclosure of mortgages, or in any other manner permitted by law, and/or (c) may restrict, limit, or totally terminate any or all services performed by the Association in behalf of the delinquent member.

There shall be added to the amount of any delinquent assessment the costs and expenses of any action, sale or foreclosure, and a reasonable attorney's fee.

A power of sale is hereby conferred upon the Association which it may exercise. Under the power of sale the Lot of an owner may be sold in the manner provided by Utah law pertaining to deeds of trust as if said Association were beneficiary under a deed of trust. The Association may designate any person or entity qualified by law to serve as Trustee for purposes of power of sale foreclosure.

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common property or by abandonment of the Lot.

26. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to foreclosure of a first mortgage or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which became due prior to such sale or transfer. No sale or transfer, however, shall relieve a Lot or owner from personal liability for assessments coming due after the owner takes title or from the lien of such later assessments.

27. Duration of Restrictions. The covenants and restrictions contained herein shall run with and bind the land for a period of twenty (20) years from the date this document is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, subject to amendment as herein set forth.

28. Enforcement. The restrictions, covenants and conditions contained in this document are for the benefit of the Declarant, and the owner or owners of any Lot, part or portion of the Property. Each such restrictive covenant and condition shall inure to the benefit of and pass with each Lot, part or portion of the Property and shall apply to and be binding upon each successor in interest. These restrictions, covenants and conditions are covenants of equitable servitude, and the actual or threatened breach thereof, or the continuance of any breach or noncompliance therewith, may be enforced, enjoined, abated, or remedied by appropriate proceedings at law or in equity by the Declarant or the owner or owners of any Lot, part or portion of the Property; provided, however, that no such enforcement shall affect or impair the lien of any bona fide mortgage or trust deed which was given in good faith and for value, except that any subsequent owner of a Lot, part or portion of the Property shall be bound and obligated by the restrictions, covenants and conditions, whether the ownership is obtained by foreclosure, at a trustee's sale, or otherwise. All attorneys fees and costs and expenses incurred in any such enforcement action shall constitute a lien on such Lot owner's Lot, and shall also be a personal obligation of the Lot owner, enforceable at law, until payment is made.

29. Construction and Amendment. The provisions of these Protective Covenants shall be liberally construed to effect all of their intended purposes. During the Development Phase (defined

below), the covenants and restrictions contained herein may be modified, amended or repealed in whole or in part at any time and from time to time by the Declarant or its successor or assigns by recorded instrument. The "Development Phase" shall be the time from the date of the recording of the Plat of Subdivision until such time as Developer transfers legal title to more than ninety percent (90%) of the total acreage to bona fide purchasers. After the Development Phase, this Declaration, or any provision hereof, or any covenant or restriction contained herein, may be modified or amended, as to the whole of said Property or any portion thereof, with the written consent of the owners having sixty-five percent (65%) of the votes in the Association, provided however that so long as Declarant owns a Lot, no such modification shall be effective without Declarant's written consent.

IN WITNESS WHEREOF, Declarant has caused these Protective Covenants to be executed this 7th day of May, 1999.

DECLARANT:

STATE OF UTAH
ACTING THROUGH THE SCHOOL AND INSTITUTIONAL
TRUST LANDS ADMINISTRATION

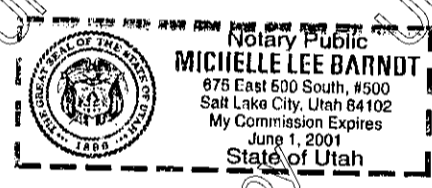
APPROVED AS TO FORM:
JAN GRAHAM
ATTORNEY GENERAL

By [Signature]

[Signature]
Director

Subscribed and sworn to (or affirmed) before me this 7th day of May, 1999, by David T. Terry, Director.

[Signature]
NOTARY PUBLIC
Address: 675 E 500 S SALT LAKE
My Commission Expires: 6/1/2001



G:\Jennings\covs9 041299 929801 dc.doc

EXHIBIT A



ALPHA ENGINEERING COMPANY

148 East Tabernacle, St. George, UT 84770 • (435) 628-6500 • Fax: (435) 628-6553

LEGAL DESCRIPTION FORT PIERCE BUSINESS PARK

September 11, 1998
(Rev. September 21, 1998)

A parcel of land located in the Northeast $\frac{1}{4}$, the Southeast $\frac{1}{4}$, and the Southwest $\frac{1}{4}$ of Section 17 and the Northeast $\frac{1}{4}$ of Section 19 and the North $\frac{1}{2}$ of Section 20, Township 43 South, Range 15 West, Salt Lake Base & Meridian, being more particularly described as follow:

Beginning at a point on the west line of River Road said point being S 89°55'36" W 1801.88 feet along the center section line and North 656.08 feet from the East $\frac{1}{4}$ Corner of Section 17, and running thence N 89°20'31" W 189.58 feet; thence S 39°05'06" W 380.67 feet; thence S 01°01'59" E 237.71 feet; thence East 248.57 feet; thence S 01°43'11" E 214.21 feet; thence S 14°43'02" W 548.37 feet; thence N 89°40'16" W 372.86 feet; thence South 835.98 feet; thence S 23°05'13" W 187.74 feet; thence S 44°50'32" W 480.14 feet; thence N 71°24'04" W 436.36 feet; thence S 88°29'38" W 325.83 feet; thence S 07°30'06" W 164.13 feet; thence N 65°13'58" W 565.58 feet; thence S 49°47'11" W 510.71 feet; thence S 64°52'55" W 499.37 feet; thence S 40°09'48" W 200.35 feet; thence S 08°11'12" E 346.11 feet; thence S 59°46'43" W 582.78 feet; thence S 40°28'22" W 359.02 feet; thence N 89°55'16" E 5174.53 feet to a point on the east line of the East $\frac{1}{2}$, Northeast $\frac{1}{4}$ of Section 20; thence N 00°04'33" W 719.23 feet along said east line to a point on the north line of said Section 20; thence N 00°13'28" W 762.91 feet along the east line of the East $\frac{1}{2}$, Southeast $\frac{1}{4}$ of said Section 17; thence N 89°23'10" W 572.55 feet; thence N 00°08'09" W 484.33 feet to a point on the south line of 4130 South Street; thence S 89°56'19" W 585.96 feet along said south line to the point of a 275.00 foot radius curve to the right; thence Northwesterly 121.20 feet along the arc of said curve and along said south line through a central angle of 25°15'09"; thence N 64°48'32" W 109.60 feet along said south line and westerly extension thereof to a point on the west line of said River Road said point being on a 2820.00 foot radius curve to the left the radius point of which bears N 64°48'32" W; thence Northerly 1300.05 feet along the arc of said curve and said west line through a central angle of 26°24'50" to the point of a 7340.53 foot radius compound curve to the

left; thence Northerly 239.72 feet along the arc of said curve and said west line to the point of tangency; thence N 03°05'38" W 470.24 feet to the point of beginning.

Contains 186.675 acres more or less.

