

When Recorded Return To:

Western Alliance Bank
2700 W Sahara Ave.
Las Vegas, Nevada 89102
Attn: Real Estate Department

1833326-142

Recorder's Use

AMENDMENT TO LAND DEVELOPMENT LOAN TRUST DEED, ASSIGNMENT OF
RENTS, SECURITY AGREEMENT AND FIXTURE FILING
AND AMENDMENT TO ASSIGNMENT OF LEASES

DATE: February 19, 2019

PARTIES:

Trustor: ST. GEORGE 730 LLC, Nevada limited liability company

Trustor's
Address: 8716 Spanish Ridge Avenue
Las Vegas, Nevada 89148

Trustee: OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Trustee's
Address: 205 E Tabernacle Street, Suite 1
St. George, Utah 84770

Beneficiary: WESTERN ALLIANCE BANK, an Arizona corporation

Beneficiary's
Address: 2700 W Sahara Ave.
Las Vegas, Nevada 89102

This AMENDMENT TO LAND DEVELOPMENT LOAN TRUST DEED, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND AMENDMENT TO ASSIGNMENT OF LEASES (this "Amendment") is made as of February 19, 2019, by ST. GEORGE 730 LLC, a Nevada limited liability company ("Trustor"), to DIXIE TITLE COMPANY, as trustee ("Trustee"), for the benefit of WESTERN ALLIANCE BANK, an Arizona corporation, as beneficiary and secured party ("Beneficiary").

RECITALS:

A. BANK OF NEVADA, a Nevada corporation ("Original Lender") has extended credit to Trustor, in the original maximum principal amount of up to Twenty-One Million Four Hundred Fifty-Three Thousand and No/100 Dollars (\$21,453,000.00), with interest thereon (the "Loan"), pursuant to that certain Land Development Loan Agreement, dated as of August 23, 2007 (as the same has been and may be amended, restated, joined, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. The Loan Agreement and the obligations of Trustor under the Loan Documents (as defined in the Loan Agreement) are secured by that certain Land Development Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing, dated as of August 23, 2007, by Trustor, for the benefit of Original Lender, recorded in the Office of the County Recorder of Washington County, Utah (the "Official Records"), on August 27, 2007, as Document No. 20070043119; as amended pursuant to that certain Supplemental Trust Deed, dated as of October 1, 2008, recorded in the Official Records on October 17, 2008, as Document No. 20080040286; as amended pursuant to that certain Second Supplemental Trust Deed, dated as of November 23, 2009, recorded in the Official Records on November 25, 2009, as Document No. 20090045043; as amended pursuant to that certain Third Supplemental Trust Deed, dated as of November 16, 2010, recorded in the Official Records on December 2, 2010, as Document No. 20100040528; and that certain Amendment to Trust Deed and Amendment to Assignment of Leases, dated as of November 1, 2012, recorded in the Official Records on November 7, 2012 as Document No. 20120038166 (the "Amendment to Trust Deed and Assignment of Leases") (as the same has been and may be amended, restated, joined, supplemented or otherwise modified from time to time, the "Trust Deed"), which Trust Deed covers real property located in Washington County, Utah, the original legal description of which is attached hereto as Exhibit A.

The Loan Agreement and the obligations of Trustor under the Loan Documents are also secured by that certain Assignment of Leases, dated as of August 23, 2007, executed by Trustor, and Original Lender, recorded in the Official Records on August 27, 2007, as Document No. 2007-0043120; as amended pursuant to the Supplemental Assignment of Leases, dated as of October 1, 2008, recorded in the Official Records on October 17, 2008, as Document No. 20080040287; as amended pursuant to the Second Supplemental Assignment of Leases, dated as of November 23, 2009, recorded in the Official Records on November 25, 2009, as Document No. 20090045044; as amended pursuant to the Third Supplemental Assignment of Leases, dated as of November 16, 2010, recorded in the Official Records on December 2, 2010, as Document No. 20100040529; and the Amendment to Trust Deed and Assignment of Leases (as the same has been and may be amended, restated, joined, supplemented or otherwise modified from time to time the "Assignment of Leases").

D. The Loan Agreement has been modified from time to time. Such modifications include, but are not limited to: (i) letter agreement dated September 18, 2008; (ii) Loan Modification Agreement, dated as of October 1, 2008; (iii) letter agreement dated October 27, 2009; (iv) Second Loan Modification Agreement, dated as of November 23, 2009; (v) Third Loan Modification Agreement, dated as of November 16, 2010; (vi) Fourth Loan Modification Agreement, dated November 17, 2011; (vii) Fifth Modification Agreement, dated as of November 1, 2012; (viii) Sixth Loan Modification Agreement, dated as of November 1, 2013; (ix) Seventh Modification Agreement, dated as of November 1, 2014; (x) letter dated September 18, 2015; (xi) Eighth Modification Agreement, dated as of November 1, 2016; (xii) Ninth Loan Modification Agreement, dated as of November 1, 2017; and (xiii) Tenth Loan Modification Agreement, dated as of February 1, 2018.

E. On September 11, 2012, Original Lender sold the Loan to Western Alliance Bancorporation, a Nevada corporation ("Western Alliance Bancorporation"). In connection with the sale, Western Alliance Bancorporation caused (i) that certain Assignment of Beneficial Interest Under Deed of Trust, dated as of September 13, 2012, to be recorded in the Official Records on September 18, 2012, as Document No. 20120031358, and (ii) that certain Assignment of Beneficial Interest Under Assignment of Leases, dated as of September 13, 2012, to be recorded in Official Records on September 18, 2012, as Document No. 20120031359.

F. On or about April 1, 2016, Western Alliance Bancorporation transferred the Loan to Las Vegas Sunset Properties, a Nevada corporation ("LV Sunset Properties"). In connection with the sale, LV Sunset Properties caused (i) that certain Assignment of Beneficial Interest Under Deed of Trust, dated as of April 1, 2016, to be recorded in the Official records on April 22, 2016, as Document No. 20160014047, and (ii) that certain Assignment of Beneficial Interest Under Assignment of Leases, dated as of April 1, 2016, to be recorded in the Official Records on April 22, 2016, as Document No. 20160014048.

G. On or about January 26, 2017, LV Sunset Properties transferred the Loan to Western Alliance Bancorporation. In connection with the transfer, Western Alliance Bancorporation caused (i) that certain Assignment of Beneficial Interest Under Deed of Trust, dated as of January 26, 2017, to be recorded in the Official records on February 24, 2017, as Document No. 20170008128, and (ii) that certain Assignment of Beneficial Interest Under Assignment of Leases, dated as of January 26, 2017, to be recorded in the Official Records on February 24, 2017, as Document No. 20170008129.

H. On or about January 26, 2017, Western Alliance Bancorporation transferred the Loan to Beneficiary. In connection with the transfer, Beneficiary caused (i) that certain Assignment of Beneficial Interest Under Deed of Trust, dated as of January 26, 2017, to be recorded in the Official records on February 24, 2017, as Document No. 20170008130, and (ii) that certain Assignment of Beneficial Interest Under Assignment of Leases, dated as of January 26, 2017, to be recorded in the Official Records on February 24, 2017, as Document No. 20170008131.

I. Concurrently herewith, Beneficiary is extending a new loan to Trustor in the original maximum principal amount of up to Six Million Eight Hundred Ninety-Seven Thousand and No/100 Dollars (\$6,897,000.00), with interest thereon (the "Construction Loan"), pursuant to

a Construction Loan Agreement (Residential Development) (the "Construction Loan Agreement"), as evidenced by a Secured Promissory Note (Line of Credit) in the amount of the Development Loan (the "Construction Loan Promissory Note"). The parties hereto desire to amend the Trust Deed and Assignment of Leases to, among other things, secure the payment and performance of each and every agreement and obligation under the Construction Loan.

J. The parties also desire to amend and restate the legal description to correct certain scrivener's errors that were mistakenly included in the original legal description.

K. NOW, THEREFORE, in consideration of the premises and promises hereafter set forth, the parties hereto agree as follows:

AGREEMENTS:

1. Accuracy of Recitals. Trustor hereby acknowledges the accuracy of the foregoing Recitals.

2. Amendments to Trust Deed and Assignment of Leases. The Trust Deed and Assignment of Leases are hereby amended to secure the following additional obligations of Trustor:

(a) The payment and performance of each and every agreement and obligation under the Construction Loan Promissory Note, including without limitation, the payment of principal and interest due thereunder;

(b) The payment and performance of each and every agreement and obligation of Trustor under the Construction Loan Agreement, and any other Loan Documents (as defined in the Construction Loan Agreement);

(c) The payment of all sums expended and advanced by Trustee or Beneficiary pursuant to the terms of the Construction Loan Agreement or any other Loan Document, together with interest thereon as provided in the Trust Deed; and

(d) The payment and performance of any extensions of, renewals of, modifications of, or additional advances under the Construction Loan Promissory Note, or any of the obligations evidenced by the Construction Loan Promissory Note, regardless of the extent of or the subject matter of any such extension, renewal, modification or additional advance.

3. Amendments to Trust Deed. The Trust Deed is hereby amended to include the following additional provisions, which provisions shall control in the case of any conflict with any other provisions of the Trust Deed:

"Water Rights. To the extent that Trustor holds to any Water Rights on the Property, the following provisions shall apply:

(a) Trustor shall diligently comply with all deadlines affecting the Water Rights (as defined below) imposed by law or regulation or any

governmental authority, including but not limited to the United States of America, the State of Utah, the Utah State Engineer or Utah Division of Water Rights, the County of Utah, and any political subdivision, agency, department, commission, district, board, bureau or instrumentality of any of the foregoing, which now or hereafter has jurisdiction over Trustor or all or any portion of the real property subject to this Trust Deed.

(b) Trustor shall diligently place to a beneficial use all of the water to which it has a right to divert and beneficially use under the Water Rights. To the extent Trustor cannot place any quantity of water under the Water Rights to a beneficial use, Trustor shall promptly file a nonuse application with the Utah Division of Water Rights and diligently defend the nonuse application and the Water Rights against any claim of forfeiture or abandonment.

(c) Trustor shall promptly provide Beneficiary with copies of any document relating to the Water Rights that is filed with the Utah State Engineer or Utah Division of Water Rights.

(d) Trustor shall promptly pay any and all fees or assessments relating to the shares of stock in any irrigation company and shall promptly provide Beneficiary with evidence of each such payment.

(e) Trustor and its predecessors in interest have placed to a beneficial use all of the water to which it has a right to divert and beneficially use under the Water Rights sufficient to prevail against any claim of partial or complete forfeiture or abandonment of the Water Rights.

As used herein, "Water Rights" in addition to any foregoing meaning assigned in this Trust Deed, means and includes all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with any decreed or undecreed, tributary, non-tributary or not non-tributary, surface or underground or appropriated or unappropriated water pertaining to, appurtenant to or used with respect to the Property, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Trustor; subject to the assignment to Beneficiary set forth herein, all rents, issues, income, revenues, royalties and profits now or in the future payable with respect to or otherwise derived from the Water Rights or the ownership, use, management, operation or leasing of the Water Rights, including those past due and unpaid; all right, title and interest in the Water Rights resulting from the State Engineer's approval of any application filed by Trustor to change the point of diversion, manner and/or place of use of the Water Rights, either in whole or in part; all estate, interest, right, title, other claim or demand, both in law and in equity (including, without limitation, claims or demands with respect to the proceeds of insurance in effect with respect thereto) that Trustor now has or may hereafter acquire in any of the foregoing, and any and all awards made for the

taking by eminent domain, or by any proceeding of purchase in lieu thereof, of the whole or any part of the Water Rights; and all accessions to, substitutions for and replacements, products, and proceeds of any of the foregoing, including, without limitation, the conversion, voluntary or involuntary, into cash or liquidated claims of, any of the foregoing.”

“Mechanic’s and Materialmen’s Liens.

(a) Trustor agrees to promptly pay all bills for labor and materials incurred in connection with the Property and to prevent the fixing of any lien against any part of the Property, even if it is inferior to this Trust Deed, for any such bill which may be legally due and payable. Trustor agrees to furnish due proof of such payment to Beneficiary after payment and before delinquency.

(b) Trustor shall timely comply with all requirements of Title 38 Chapter 1a of Utah Code Annotated with regard to filings and notices. Trustor shall cause Beneficiary to be named as a person interested in receiving electronic notices of all filings with respect to the Property in the State Construction Registry in accordance with Utah Code Annotated Section 38-1a-201. Trustor shall also provide to Beneficiary copies of all preliminary notices or other notices filed by any contractor, subcontractor or supplier with respect to the Property that are included in the State Construction Registry and/or received by Trustor.

(c) Trustor represents and warrants to Beneficiary that it has inspected the records of the State Construction Registry and that such inspection reveals no current filings of a preliminary notice or notice of retention filed by any lien claimant (whether a pre-construction lien or a construction lien) except as disclosed to Beneficiary by Trustor in writing. Trustor further represents and warrants that no mechanic’s lien claim, notice of lien, *lis pendens* or similar filing has been filed in the State Construction Registry in any form prior to the date hereof with respect to the Property or recorded against the Property.

(d) If Beneficiary or its title insurer determines that a preliminary notice has been filed in the State Construction Registry prior to the time of the recording of this Trust Deed, Trustor shall provide to Beneficiary written evidence acceptable to Beneficiary and its title insurer that the lien claimant has accepted payment in full for construction work that the claimant furnished before the recording of this Trust Deed pursuant to Utah Code Annotated Section 38-1a-503(2)(b) such that the priority for any pre-construction services lien or a construction services lien dates immediately after the recording of this Trust Deed, or with respect to preliminary notice filed with respect to labor or services performed by or on behalf of a tenant, Trustor shall cause its title insurer to insure over such preliminary notice.

(e) Trustor shall cooperate with Beneficiary and any title insurer to facilitate the filing of a Notice of Construction Loan, as contemplated by Utah Code Annotated Section 38-1a-601 in the State Construction Registry with

respect to the financing secured hereby. The notice of construction loan will include the following information: Beneficiary's name, address and telephone number, Trustor's full legal name, the tax parcel identification number for each parcel included in the Property secured hereby, the address of the Property, and the County in which the Property is located.

(f) Trustor shall cause, as a condition precedent to the closing of the loan secured hereby, Beneficiary's title insurer to insure in a manner acceptable to Beneficiary in its sole discretion, that this Trust Deed shall be a valid and existing first priority lien on the Property free and clear of any and all exceptions for mechanic's and materialman's liens and all other liens and exceptions except as set forth in the mortgagee's policy of title insurance accepted by Beneficiary, and such title insurance policy may not contain an exception for broken lien priority and may not include any pending disbursement endorsement, or any similar limitation or coverage or requiring future endorsements to increase mechanic lien coverage under Covered Risk 1(a) of the 2006 Form of ALTA Mortgagee's Title Insurance Policy.

(g) Trustor shall pay and promptly discharge, at Trustor's cost and expense, all liens, encumbrances and charges upon the Property (other than the Permitted Exceptions, as defined in the Loan Agreement), or any part thereof or interest therein whether inferior or superior to this Trust Deed and keep and maintain the same free from the claim of all persons supplying labor, services or materials that will be used in connection with or enter into the construction of any and all buildings now being erected or that hereafter may be erected on the Property regardless of by whom such services, labor or materials may have been contracted, provided, however, that Trustor shall have the right to contest any such claim or lien so long as Trustor previously records a notice of release of lien and substitution of alternate security as contemplated by Utah Code Annotated Section 38-1a-804 and otherwise complies with the requirements of Utah Code Annotated Section 38-1a-804 to release the Property from such lien or claim. Notwithstanding the foregoing, Trustor may (A) with the prior written consent of Beneficiary, contest the amount of any such lien or claim related to services, labor or materials in accordance with Utah Code Annotated Section 38-1a-804(7) without previously recording a notice of release of lien and substitution of alternate security or (B) appropriately bond or reserve (in cash deposited with Beneficiary) for any such lien or claim, as determined in Beneficiary's reasonable discretion.

(h) If Trustor shall fail to remove and discharge any such lien, encumbrance or charge, or if Trustor shall dispute the amount thereof in contravention of the requirements hereof, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the release of the Property from the effect of such lien, encumbrance or charge by obtaining a bond in the name of and for the account Trustor of and recording a notice of release of lien and substitution of alternate security in the name of

Trustor, each as contemplated by Utah Code Annotated Section 38-1a-804 or other applicable law, or otherwise by giving security for such claim. Trustor shall, immediately upon demand therefor by Beneficiary, pay to Beneficiary an amount equal to all costs and expenses incurred by Beneficiary in connection with the exercise by Beneficiary of the foregoing right to discharge any such lien, encumbrance or charge, including costs of any bond or additional security, together with interest thereon from the date of such expenditure at the default rate set forth in the Note.”

“Assignment of Rents. Trustor hereby absolutely and irrevocably assigns and transfers to Beneficiary all the rents, subrents, issues, profits, damages, royalties, income and other benefits now or hereafter derived from the Property and the Improvements (collectively, the “Rents”) of the Property, and hereby gives to and confers upon Beneficiary the right, power and authority to collect the Rents. Trustor irrevocably appoints Beneficiary its true and lawful attorney-in-fact, at the option of Beneficiary at any time and from time to time, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Trustor or Beneficiary, for all Rents and apply the same to the payment of the Obligations in such order as Beneficiary shall determine. Trustor hereby authorizes and directs the lessees, tenants and occupants to make all payments under the leases or subleases covering the Property directly to Beneficiary upon written demand by Beneficiary, without further consent of Trustor; provided, however, that that Trustor shall have the right to collect such Rents (but not more than one (1) month in advance unless the written approval of Beneficiary is first obtained), and to retain and enjoy same, so long as an Event of Default shall not have occurred hereunder and is not continuing or under the other Loan Documents. The assignment of the Rents of the Property in this article is intended to be an absolute assignment from Trustor to Beneficiary and not merely the passing of a security interest. Beneficiary’s rights to the Rents are not contingent upon and may be exercised without possession of the Property. This article shall be subject to the Utah Uniform Assignment of Rents Act, Utah Code Annotated, Section 57-26-101 et seq. (the “Act”), and in the event of any conflict or inconsistency between the provisions of article and the provisions of the Act, the provisions of the Act shall control and Beneficiary shall have all rights and remedies available under the Act which rights and remedies shall be cumulative with all rights and remedies hereunder.”

“Acceleration Upon Default; Additional Remedies. Upon the occurrence of an Event of Default, Beneficiary may, at its option, declare all or any part of the Obligations immediately due and payable without any presentment, demand, protest or notice of any kind. Beneficiary may, in addition to the exercise of any or all of the remedies specified in this Trust Deed:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court and without regard to the adequacy of its security, enter upon and take possession of the Property, or any part thereof, in its own name or in the name of Trustee, and do any acts that it

deems necessary or desirable to preserve the value, marketability or rentability of the Property, or any part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Property, sue for or otherwise collect the Rents, or any part thereof, including, without limitation, those past due and unpaid, and apply the same, less costs and expenses of operation and collection (including, without limitation, attorneys' fees) to the Obligations, all in such order as Beneficiary may determine. The entering upon and taking possession of the Property, the collection of such Rents and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of all or any portion of the Property or the collection, receipt and application of Rents, Trustee or Beneficiary shall be entitled to exercise every right provided for in any of the Loan Documents or by law upon occurrence of any Event of Default, including, without limitation, the right to exercise the power of sale contained herein;

(b) Commence an action to foreclose the lien of this Trust Deed as a mortgage in accordance with Beneficiary's rights under Utah Code Annotated Section 57-1-23, or other applicable law, appoint a receiver as more particularly described herein or the Utah Uniform Commercial Real Estate Receivership Act, Utah Code Annotated Section 78B-201-101 et seq., or specifically enforce any of the covenants hereof;

(c) Exercise the power of sale herein contained and deliver to Trustee a written statement of default or breach and cause Trustee to execute and record a notice of default and election to cause Trustor's interest in the Property to be sold in accordance with Utah Code Annotated Section 57-1-24 or other applicable law; or

(d) Exercise all other rights and remedies provided herein, in any Loan Document or other document or agreement now or hereafter securing or guarantying all or any portion of the Obligations, or by law."

Exercise of Power of Sale. After the lapse of such time as may then be required by Utah Code Annotated Section 57-1-24 or other applicable law following the recordation of the notice of default, and notice of default and notice of sale having been given as then required by Utah Code Annotated Section 57-1-25 and Section 57-1-26 or other applicable law, Trustee, without demand on Trustor, shall sell the Property on the date and at the time and place designated in the notice of sale, either as a whole or in separate parcels, and in such order as Beneficiary may determine (but subject to Trustor's statutory right under Utah Code Annotated Section 57-1-27 to direct the order in which the property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause deemed expedient, postpone

the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than forty-five (45) days beyond the date designated in the notice of sale, notice of the time, date, and place of sale shall be given in the same manner as the original notice of sale as required by Utah Code Annotated Section 57-1-27. Trustee shall execute and deliver to the purchaser a Trustee's Deed, in accordance with Utah Code Annotated Section 57-1-28, conveying the Property so sold, but without any covenant of warranty, express or implied. The recitals in the Trustee's Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale as follows:

FIRST: To the costs and expenses of exercising the power of sale and of the sale, including the payment of the trustee's and attorney's fees actually incurred not to exceed the amount which may be provided for in the trust deed.

SECOND: To payment of the obligations secured by the trust deed.

THIRD: The balance, if any, to the person or persons legally entitled to the proceeds, or the trustee, in the trustee's discretion, may deposit the balance of the proceeds with the clerk of the district court of the county in which the sale took place, in accordance with Utah Code Annotated Section 57-1-29.

Upon any sale made under or by virtue of this Section, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, the Beneficiary may bid for and acquire the Property, whether by payment of cash or by credit bid in accordance with Utah Code Annotated Section 57-1-28(1)(b). In the event of a successful credit bid, Beneficiary shall make settlement for the purchase price by crediting upon the Obligations of Trustor secured by this Trust Deed such credit bid amount. Beneficiary, upon so acquiring the Property or any part thereof, shall be entitled to hold, lease, rent, operate, manage, and sell the same in any manner provided by applicable laws.

For purposes of Utah Code Annotated Section 57-1-28, Trustor agrees that all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts, if any, owing from time to time under the Note shall constitute a part of and be entitled to the benefits of Beneficiary's Trust Deed lien upon the Property, and (ii) Beneficiary may add all default interest, late charges, any prepayment premium, swap contract breakage fees and similar amounts owing from time to time under the Note to the principal balance of the Note, and in either case Beneficiary may include the amount of all unpaid late charges in any credit bid Beneficiary may make at a foreclosure sale of the Property pursuant to this Trust Deed.

In the event of any amendment to the provisions of Utah Code Annotated Title 57 or other provisions of Utah Code Annotated referenced in this Trust Deed, this Trust Deed shall, at the sole election of Beneficiary, be deemed amended to be consistent with such amendments or Beneficiary may elect not to give effect to such deemed amendments hereto if permitted by applicable law.”

“Personal Property. Except for tenant rights under leases, it is the express understanding and intent of the parties that as to any personal property interests subject to Article 9a of the Utah Uniform Commercial Code, Beneficiary, upon an Event of Default, may proceed under the Utah Uniform Commercial Code or may proceed as to both real and personal property interests in accordance with the provisions of this Trust Deed and its rights and remedies in respect of real property, and treat both real and personal property interests as one parcel or package of security as permitted by Utah Code Annotated Section 70A-9a-601 or other applicable law, and further may sell any shares of corporate stock evidencing water rights in accordance with Utah Code Annotated Section 57-1-30 or other applicable law.”

“Appointment of Receiver. Upon the occurrence of an Event of Default, Beneficiary, as a matter of right and without notice to Trustor or any one claiming under Trustor, and without regard to the then value of the Property or the interest of Trustor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Property, and Trustor hereby irrevocably consents to such appointment and waives notice of any application therefor and consents to Beneficiary being appointed as such receiver if Beneficiary so elects. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and shall continue as such and exercise all such powers until the later of the date of confirmation of sale of the Property or the date of expiration of any redemption period, unless such receivership is sooner terminated.”

“Deficiency. Trustor agrees to pay any deficiency arising from any cause, to which Beneficiary may be entitled after applications of the proceeds of any sale, any Beneficiary may commence suit to collect such deficiency in accordance with Utah Code Annotated Section 57-1-32 or other applicable law.”

“Reinstatement. If Trustor, Trustor’s successor interest or any other person having a subordinate lien or encumbrance of record on the Property, reinstates this Trust Deed and the Loan with three (3) months of the recordation of a notice of default in accordance with Utah Code Annotated Section 57-1-31(1), such party shall pay to Beneficiary the reasonable cancellation fee contemplated by Utah Code Annotated Section 57-1-31(2), as delivered by Beneficiary, in accordance with its then current policies and procedures, whereupon Trustee shall record a notice of cancellation of the pending sale.”

"Request for Notice. Beneficiary hereby requests, pursuant to Utah Code Annotated Section 57-1-26(3), a copy of any notice of default and that any notice of sale hereunder and under any other deed of trust affecting the Property now or at any time in the future be mailed to it at the address set forth herein."

4. Amendments to Trust Deed and Assignment of Leases. The legal description attached as Exhibit A to the Trust Deed and the Assignment of Leases is hereby amended and restated in its entirety to show the Amended and Restated Legal Description attached hereto as Exhibit B.

5. Miscellaneous. Except for the amendments above stated, all of the remaining conditions and covenants of the Trust Deed shall remain in full force effect, unchanged, and the Trust Deed is in all respects ratified, confirmed and approved.

6. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7. Release of Beneficiary. As a material inducement for Beneficiary to enter into this Amendment, Trustor and its successors and assigns forever waive, release, acquit and discharge Beneficiary and the other Banks and their respective shareholders, officers, directors, affiliates, attorneys, agents and representatives of and from any and all liabilities, claims, action, demands, defenses and/or causes of action of whatsoever nature, whether known or unknown, whether asserted or unasserted and whether arising under or pursuant to common or statutory laws, rules or regulation (including state and/or federal law), which Trustor may have against any of the foregoing on account of any matter relating in any way to the Loan, Loan Agreement or other Loan Documents and the transactions contemplated thereby up to the date of this Amendment.

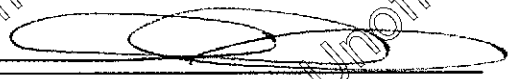
8. Choice of Law. THIS AMENDMENT, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY AND CONSTRUED, INTERPRETED AND ENFORCED IN ACCORDANCE WITH AND PURSUANT TO THE LAWS OF THE STATE OF UTAH (WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

ST. GEORGE 730 LLC, a Nevada limited liability company

By: **PLANTATION, INC.**, a Nevada corporation
its manager

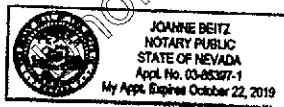
By: 
Name: Mark A. Schnippel
Title: President

“Trustor”

State of Nevada
County of Clark

On this 19th day of February, in the year 2019, before me Joanne Beitz, a notary public, personally appeared **MARK A. SCHNIPPEL**, an individual, the president of **PLANTATION, INC.**, a Nevada corporation, the manager of **ST. GEORGE 730 LLC**, a Nevada limited liability company, proved on the basis of satisfactory evidence to be the persons whose name is subscribed to in this document, and acknowledged he executed the same.

(Notary Seal)




Notary Signature

WESTERN ALLIANCE BANK, an Arizona corporation

By: [Signature]
Name: Dean Lambertson
Title: Vice President

"Beneficiary"

STATE OF NEVADA)
) ss
County of Clark)

The foregoing instrument was acknowledged before me this 20th day of February, 2019, by DEAN LAMBERTSON, a Vice President of WESTERN ALLIANCE BANK, an Arizona corporation, on behalf of the corporation.

[Signature]
Notary Public

My commission expires:

9-1-2022

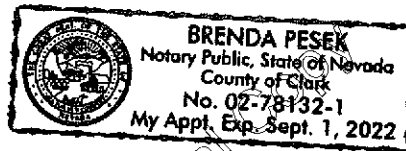


EXHIBIT "A"

Original Legal Description

Parcel 1:

Beginning at a point South 89° 50'30" East 726.00 feet along the Section line from the Southwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South 89°50'30" East 1693.57 feet to the South 1/4 Corner of said Section 27; thence North 00°48' West 1814.27 feet along the Center Section line; thence West 2391.73 feet to a point on the West line of said Section 27; thence South 00° 04' 45" West 1207.41 feet along the Section line; thence South 89°50' 30" East 726.00 feet thence South 00° 04' 45" West 600.00 feet to the point of beginning.

Parcel 2:

Beginning at the Southwest Corner of the Southwest 1/4 Southwest 1/4, Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence West 726.00 feet; thence North 600.0 feet; thence East 1452.0 feet; thence South 600.0 feet; thence West 726.0 feet to the point of beginning.

Parcel 3:

Beginning at a point North 89°49' West 726.00 feet along the section line from the Southeast Corner of Section 28, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence North 89°49' West 1895.70 feet to the South 1/4 corner of said Section 28; thence North 00°33'45" East 4002.53 feet, more or less, along the Center Section line of the Northwest Corner of the South 1/2 of the Northeast 1/4 of said Section 28; thence South 89° 50' East 2363.79 feet, more or less, along the 1/16 line to a point which is North 89°50' West 221.80 feet from the East line of said Section 28; thence South 01° 01' 15" East 1344.79 feet to a point on the center section line of said section 28; thence South 89°50' East 221.80 feet to the East 1/4 Corner of said Section 28; thence South 00°04'45" West 2058.42 feet along the Section line; thence North 89°49' West 726.00 feet along a line which is parallel to the south line of said Section 28; thence South 00°45' West 600.00 feet along a line which is parallel to the East line of said Section 28 to the point of beginning.

Parcel 4:

Northeast 1/4 of the Southwest 1/4 of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian as recorded in the Office of the Washington County Recorder. Less and excepting the North 16.0 acres of the Northeast Quarter of the Southwest Quarter of Section 35, Township 42 South; Range 16 West, Salt Lake Base and Meridian.

Parcel 5:

Northwest 1/4 of the Southwest 1/4 of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian as recorded in the Office of the Washington County Recorder.

Parcel 6:

Beginning at the North 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence North 89°59'45" West 2662.74 feet along the North section line to the Northwest Corner of said section; thence South 00°07'50" East 610.00 feet along the West Section line; thence North 88°30' East 669.99 feet; thence South 52°45' East 330.00 feet; thence North 83°00' East 130.00 feet; thence South 73°30' East 200.00 feet; thence South 52°30' East 180.00 feet; thence South 43°00' East 120.00 feet; thence South 74°45' East 350.00 feet; thence North 21°00' East 236.89 feet; thence North 38°10' West 492.60 feet; thence South 89°59'45" East 1048.00 feet to the center Section line; thence North 00°14'17" West 485.30 feet along the center of Section line to the point of beginning.

Parcel 7:

Beginning at a point South 00°14'17" East 485.30 feet along the Center of Section line from the North 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian, running thence South 00°14'17" East 853.51 feet along the center line of said Section to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 34; thence North 89°54'16" West 2665.26 feet to the West Section line of said Section 34; thence North 00°07'50" West 724.55 feet along the West Section line of said Section; thence North 88°30' East 669.99 feet; thence South 58°45' East 330.00 feet; thence North 83° 00' East 130.00 feet; thence South 73°30' East 200.00 feet; thence South 52°30' East 180.00 feet; thence South 43°00' East 120.00 feet; thence South 74°45' East 350.00 feet; thence North 21°00' East 236.89 feet; thence North 38°10' West 492.00 feet; thence South 89°59'45" East 1048.00 feet to the point of beginning.

Parcel 8:

Southwest 1/4 of the Northwest 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian recorded in the Office of the Washington County Recorder.

Parcel 9:

Southeast 1/4 of the Northwest 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian recorded in the Office of the Washington County Recorder.

Parcel 10:

Northeast 1/4 of the Southwest 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian recorded in the Office of the Washington County Recorder.

Parcel N:

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian described as: Beginning at the North quarter corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence South 89°30'30" East 467.00 feet along the North section line; thence South 19°54'47" East 1425.63 feet more or less to the 1/16 line; thence North 89°39'40" West 947.00 feet along the 1/16 line to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 34; thence North 00°14'17" West 1338.81 feet along the center section line to the point of beginning.

Parcel 12:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian described as: Beginning at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence South 00°14'17" East 1338.81 feet along the center Section line to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 34; thence South 89°48'47" East 1069.24 feet along the 1/16 line thence North 12°03'04" West 1367.76 feet, more or less to the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 34; thence North 89°39'40" West 789.24 feet along said North line to the point of beginning.

Parcel 13:

Beginning at the East Quarter Corner of Section 34, Township 42 South, Range 16 West, thence North 89°48'47" West 1364.50 feet; thence North 12°03'04" West 1367.76 feet; thence South 89°39'40" East 157.76 feet; thence North 19°54'47" West 1425.63 feet more or less to the North Section line; thence South 89°30'30" East 383.00 feet; thence South 10°57'13" East 1305.77 feet; thence South 10°57'13" East 1014.09 feet; thence South 89°30'00" East 772.37 feet; thence South 50°45'00" East 160.28 feet; thence South 67°00'00" East 747.00 feet to the center Section line of Section 35, Township 42 South, Range 16 West, thence South 89°52'27" West 400.00 feet to the point of beginning.

LESS AND EXCEPTING Warranty Deed dated September 19, 1985, to the City of St. George, as Entry No. 281848, Book 388, Page 584-586 of the Official Records of Washington County, which is described as follows:

Beginning at a point North 89°48'47" West 1179.57 feet along the Center Section Line and North 10°51'30" West 822.04 feet from the East 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 10°51'30" West 100.00 feet, thence South 79°08'30" West 100.00 feet; thence South 10°51'30" East 100.00 feet; thence North 79°08'30" East 100.00 feet to the point of beginning.

Parcel 14:

Northwest 1/4 of the Southeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian, Washington County, St. George, Utah.

Parcel 15:

Sectional Lot No. 3, Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian as recorded in the Office of the Washington County Recorder.

Parcel 16:

Beginning at the East quarter corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the section line North 89°58'26" West, 221.80 feet; thence leaving said

section line North 00°09'37" West, 663.03 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South 51°59'01" West, said point also being on the centerline of proposed Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 7.43 feet along the arc of said curve and said proposed centerline through a central angle of 00°34'30" to the point of tangency, thence continuing along said proposed centerline South 07°26'27" East, 114.74 feet to the point of curvature of a 1150.00 foot radius curve concave to the Northeast; thence Southeasterly 854.43 feet along the arc at said curve and said proposed centerline through a central angle of 42°34'12" to the point of tangency, thence continuing along said proposed centerline South 50°00'38" East 1024.33 feet; thence leaving said proposed centerline South 89°50'59" West 977.22 feet to a point on the Section line; thence along said section line North 00°04'17" West 851.02 feet to the point of beginning.

Parcel 17:

Beginning at a point South 89°59'34" West 24.69 feet along the section line from the North quarter corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South 89°59'34" West 218.08 feet along said section line to the South Quarter Corner of said Section 27; thence North 00°57'03" West 148.07 feet along the center section line to a point on a 250.00 foot radius curve concave to the Northeast, the radius point of which bears North 39°58'05" East, said point also being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 266.11 feet along the arc of said curve and said proposed centerline through a central angle of 12°11'51" to the point of beginning.

Parcel 18:

Beginning at a point South 00°36'57" East 1270.68 feet along the Section line and North 90°00'00" West 1105.73 feet from the Northeast Corner of Section 34, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian, said point being on the North Right-of-Way line of the proposed Canyon View Drive extension and running thence South 00°30'00" West 60.00 feet to the South Right-of-Way line of said Canyon View Drive; thence North 89°30'00" West 100.27 feet along said South Right-of-Way line; thence South 00°30'00" west 110.00 feet; thence South 89°30'00" East 45.92 feet; thence South 10°58'13" East 841.06 feet; thence North 89°30'04" West 168.61 feet; thence North 10°57'13" West, 1014.47 feet to a point on the North Right-of-Way line of said Canyon View Drive; thence South 89°30'00" East, 257.15 feet along said Right-of-Way line to the point of beginning.

Parcel 19:

Beginning at a point South $89^{\circ}30'30''$ East, 1044.07 feet along the Section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian, said point being the Northwest corner of COTTAGES NORTH SUBDIVISION PHASE 3, and running thence along the Westerly boundary of said Subdivision in the following three (3) courses: South $23^{\circ}27'05''$ West, 100.02 feet; thence South $00^{\circ}29'30''$ West, 463.90 feet; thence South $25^{\circ}02'13''$ East, 97.91 feet to a point on the Westerly boundary of "Cottages North, Phase II", Entry Number 478939, Washington County Records; thence South $10^{\circ}57'13''$ East, 648.35 feet along said Westerly boundary to the Southwest corner of said "Cottages North, Phase II"; thence North $89^{\circ}30'00''$ West, 97.29 feet; thence North $10^{\circ}37'13''$ West 1305.76 feet to a point on the East-West Section line, said Section 34; thence South $89^{\circ}10'30''$ East, 224.55 feet along said section line to the point of beginning.

Less and excepting the following 7 parcels A, B, C, D, E, F, & G from Parcels 1-19 as described above.

Parcel A:

Beginning at a point South $00^{\circ}09'37''$ East 1275.55 feet along the Section line and South $90^{\circ}00'00''$ West 221.80 feet from the Northeast corner of Section 28, Township 42 South, Range 16 West, Salt Base and Meridian and running thence South $00^{\circ}09'37''$ East 670.14 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South $81^{\circ}59'03''$ West, said point being also on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence Northwesterly, 612.80 feet along the arc of said curve and said proposed centerline through a central angle of $47^{\circ}26'51''$ to the point of tangency; thence continuing along said proposed centerline North $55^{\circ}27'48''$ West, 289.69 feet, thence leaving said proposed centerline South $89^{\circ}56'57''$ East, 550.00 feet to the point of beginning.

Parcel B:

Beginning at a point South $00^{\circ}04'17''$ East, 851.02 feet along the Section line and South $89^{\circ}50'58''$ East 977.22 feet from the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian said point being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence leaving said centerline North $89^{\circ}50'58''$ East 1414.90 feet to the sixteenth line; thence South $00^{\circ}57'03''$ East 1665.55 feet along said sixteenth line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North $19^{\circ}39'05''$ East, said point also being on the centerline of said proposed Plantation Drive; thence Northwesterly 702.91 feet along the arc of said curve

and said proposed centerline through a central angle of $32^{\circ}13'08''$ to the point of reverse curvature of a 1000.00 foot radius curve concave to the Southwest, the radius point of which bears South $77^{\circ}11'13''$ west; thence Northwesterly 561.96 feet along the arc of said curve and said proposed centerline through a central angle of $32^{\circ}11'52''$ to the point of tangency; thence continuing along said proposed centerline North $50^{\circ}00'38''$ West, 973.68 feet to the point of beginning.

Parcel C:

Beginning at the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the Section line South $89^{\circ}11'30''$ East 819.51 feet; thence leaving said section line South $10^{\circ}57'13''$ East 307.70 feet to a point on the proposed centerline of proposed 66.00 foot wide public street; thence along said proposed centerline South $23^{\circ}27'06''$ West 303.24 feet to a point on the proposed centerline of Plantation Drive, a proposed 80.00 foot wide public street; thence along said proposed centerline North $51^{\circ}12'26''$ West 720.12 feet to the point of curvature of a 1000.00 foot radius curve concave to the Southwest; thence Northwesterly 222.34 feet along the arc of said curve and said proposed centerline through a central angle of $12^{\circ}44'20''$ to the point of reverse curvature of a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North $26^{\circ}03'14''$ East; thence Northwesterly 37.45 feet along the arc of said curve and said proposed centerline through a central angle of $01^{\circ}43'00''$ to a point on the Section line; thence along said Section line South $89^{\circ}59'34''$ East, 24.69 feet to the point of beginning.

Parcel D:

Beginning at a point South $00^{\circ}35'57''$ East 2271.21 feet along the section line and North $90^{\circ}00'00''$ West, 408.23 feet from the Northeast Corner of Section 34, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian and running thence North $89^{\circ}29'59''$ West, 603.76 feet to a point on a 531.47 foot radius curve concave to the Northeast, from which the radius bears North $61^{\circ}39'25''$ East; thence Southeasterly 573.23 feet along the arc of said curve through a central angle of $61^{\circ}47'51''$ to the point of tangency; thence North $89^{\circ}51'34''$ East, 410.45 feet to the point of curvature of a 1005.00 foot radius curve concave to the Southwest; thence Southeasterly 680.54 feet along the arc of said curve through a central angle at $38^{\circ}47'54''$ to a point from which the radius point bears South $38^{\circ}39'28''$ West; thence North $89^{\circ}52'27''$ East, 851.80 feet; thence North $02^{\circ}56'14''$ West, 100.66 feet; thence South $89^{\circ}51'54''$ West, 941.85 feet; thence North $67^{\circ}00'00''$ West, 746.01 feet; thence North $50^{\circ}45'00''$ West, 160.27 feet to the point of beginning.

Parcel E:

Bearing Note: This boundary description incorporates the St. George City Horizontal Control Network (HCN) for its bearings. The bearing rotation required from the "Cottages" recorded subdivisions called for below to the HCN is $01^{\circ}24'39''$ clockwise.

Beginning at a point North $00^{\circ}48'55''$ East 1441.04 feet along the section line and North $90^{\circ}00'00''$ West 1276.65 feet from the East quarter corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the arc of a 20.00 foot radius curve concave to the Northeast, the radius point of which bears North $80^{\circ}24'52''$ East; thence southeasterly 29.26 feet along the arc of said curve through a central angle of $83^{\circ}49'27''$ to the point of reverse curvature of a 537.74 foot radius curve concave to the South; thence Easterly 49.94 feet along the arc of said curve through a central angle of $05^{\circ}19'14''$ to

the point of tangency, said point being on the southerly boundary of the "Cottage North Phase II" subdivision (Recorded No. 478939, 9-16-94, Washington County Recorder); thence coincident with said southerly boundary South 88°05'21" East 88.28 feet to the southeast corner said subdivision, said point being at the end of and on the northerly right-of-way line of Canyon View Drive, a 60.00 foot wide public roadway, said point also being on the westerly boundary line of the "Cottages North Amended Phase 1" subdivision (Recorded No. 467354, 5-17-94, Washington County Recorder); thence coincident with said westerly boundary line and said end of roadway South 01°54'39" West 60.00 feet to a point on the southerly right-of-way line of said roadway, said point being that southwest corner of said "Cottages North Amended Phase 1"; thence leaving said westerly boundary line; North 88°05'21" West 88.28 feet to the point of curvature of 477.74 foot radius curve concave to the south; thence westerly 33.06 feet along the arc of said curve through a central angle of 03°57'52" to the point of compound curvature of a 20.00 foot radius curve concave to the southeast; thence southwesterly 34.05 feet along the arc of said curve through a central angle of 97°31'55" to the point of tangency; thence South 09°35'08" East 335.94 feet to the point of curvature of a 460.00 foot radius curve concave to the east, thence southerly 29.45 feet along the arc of said curve through a central angle of 03°40'07" to the point of tangency; thence South 13°15'15" East 413.88 feet thence South 21°30'35" East 121.68 feet to the point of curvature of a 528.00 foot radius curve concave to the northeast; thence Southeasterly 248.27 feet along the arc of said curve through a central angle of 26°56'28" to the point of compound curvature of a 67.50 foot radius curve concave to the northeast, from which the radius point bears North 41°32'57" East; thence southeasterly 40.66 feet along the arc of said curve through a central angle of 34°30'41" to the point of cusp of a 531.47 foot radius curve concave to the northeast; the radius point of which bears North 38°12'35" East; thence southeasterly 99.14 feet along the arc of said curve through a central angle of 10°41'17" to the point of cusp of a 30.00 foot radius curve concave to the northeast, the radius point of which bears South 83°20'20" East; thence southeasterly 38.47 feet along the arc of said curve through a central angle of 73°28'49" to a point on radial line; thence along said radial line South 23°10'51" West 80.00 feet radial to a point on the arc of a 620.00 foot radius curve concave to the northeast; thence northwesterly 579.63 feet along the arc of said curve through a central angle of 53°33'54" to the point of tangency; thence North 13°15'15" West 458.48 feet to the point of curvature of a 540.00 foot radius curve to the east; thence northerly 34.58 feet along the arc of said curve through a central angle of 03°40'07" to the point of tangency; thence North 09°35'08" West 436.65 feet; thence North 80°24'52" East 80.00 feet to the point of beginning.

Parcel F:

Explanation: Boundary description of a parcel of property to be deeded to the City of St. George from Group Management for use as a future public street.

Beginning at a point on the northeasterly right-of-way line of Plantations Drive, an 80.00 foot wide public street, recorded October 26, 2000 as Entry Number 700320, official records of Washington County, Utah, said point lies North 00°48'55" East 162.62 feet along the section line and North 90°00'00" West 761.75 feet from the east quarter corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and in the point curvature of a 540.00 foot radius curve concave northerly, the radius point of which bears North 23°10'51" East; thence leaving said right-of-way line easterly 206.02 feet along the arc of said curve through a central angle of 21° 51'32" to the point of tangency; thence South 88°40'41" East 418.52 feet to the point of curvature of a 980.00 foot radius curve concave southerly; thence easterly 669.72 feet along the arc of said curve through a central angle of 39°09'19" to the point of reverse curvature of a 25.00 foot radius curve concave northerly; thence easterly 41.85 feet along the arc of said curve through a

central angle of $95^{\circ}54'11''$ to the point of a compound curvature of a 125.00 foot radius curve concave northwesterly; thence northeasterly 9.48 feet along the arc of said curve through a central angle of $04^{\circ}20'42''$ to a point on the boundary line of The Plantations at St. George Property, the radius point from which bears North $59^{\circ}46'15''$ West; thence coincident with said boundary line South $88^{\circ}41'58''$ East 54.82 feet to a point on the arc of 175.00 foot radius curve concave northwesterly the radius point of which bears North $68^{\circ}29'11''$ West; thence leaving said boundary line southwesterly 53.33 feet along the arc of said curve through a central angle of $17^{\circ}27'33''$ to the point reverse curvature of a 25.00 foot radius curve concave easterly; thence southerly 36.11 feet along the arc of said curve through a central angle of $82^{\circ}45'31''$ to a point on a radial line; thence along said radial line South $46^{\circ}12'51''$ West 80.00 feet to a point on the arc of a 900.00 foot radius curve concave southwesterly, the radius point of which bears South $46^{\circ}12'51''$ West; thence northwesterly 705.17 feet along the arc of said curve through a Central angle of $44^{\circ}53'32''$ to the point of tangency; thence North $88^{\circ}40'41''$ West 418.52 feet to the point of curvature of a 620.00 foot radius curve concave northerly; thence westerly 236.54 feet along the arc of said curve through a central angle of $21^{\circ}51'32''$ to a point on the southwesterly right-of-way line of said Plantations Drive, said point being on the radial line and the end of said Plantations Drive; thence along said radial line North $23^{\circ}10'51''$ East 80.00 feet to a point on said northeasterly right-of-way line and the point of beginning.

Parcel G:

North Parcel:

Beginning at the most Southwesterly corner of the Cottages South, Subdivision Phase 1 as found on file at the Washington County Recorders Office, said point being North $00^{\circ}48'55''$ East 656.39 feet along the Section line and West 1,054.39 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running; thence South $09^{\circ}33'21''$ East 235.67 feet; thence South $88^{\circ}05'12''$ East 2.19 feet; thence southeasterly 238.82 feet along a 531.47 foot radius arc to the left, said arc having a radial bearing of North $63^{\circ}03'06''$ East and a central angle of $25^{\circ}44'48''$ to a point on the Southerly line of Worldmark, the Club at St George Phase 1; thence westerly, 1.56 feet along a 72.50 foot radius Arc to the right, said arc having a radial bearing of North $01^{\circ}09'44''$ East and a central angle of $01^{\circ}13'54''$ to a point on the Northeasterly line of Plantations Drive as recorded and described by Entry No. 700320 Book 1384 Page 299 and running Northeasterly the following (5) courses along said North line; thence northwesterly, 8.77 feet along a 531.47 foot radius Arc to the right, said arc having a radial bearing of North $37^{\circ}15'50''$ East and a central angle of $00^{\circ}56'45''$; thence northwesterly, 40.66 feet along a 67.50 foot radius Arc to the right, said arc having a radial bearing of North $07^{\circ}02'16''$ East and a central angle of $34^{\circ}30'41''$; thence northwesterly, a distance of 248.27 feet along a compound curve to the right having a radius of 528.00 feet and a central angle of $26^{\circ}56'28''$ thence North $21^{\circ}30'35''$ West 121.68 feet; thence North $13^{\circ}15'15''$ West 67.00 feet; thence North $76^{\circ}44'45''$ East 54.48 feet to the Point of Beginning.

South Parcel:

Beginning at a point on the Southerly line of Worldmark, the Club at St. George Phase 1 as found on file at the Washington County Recorders Office, said point being North $00^{\circ}48'55''$ East 195.90 feet along the Section line and West 783.08 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running; thence easterly, 248.70 feet along a 531.47 foot radius Arc to the left, said arc having a radial bearing of North $28^{\circ}05'54''$ East and a central angle of $26^{\circ}48'40''$ thence South $88^{\circ}42'46''$ East 410.45 feet; thence easterly, 680.20 feet along a 1,004.99 foot radius Arc to the right,

said arc having radial bearing of South $01^{\circ}17'14''$ West and a central angle of $38^{\circ}46'45''$ thence South $88^{\circ}41'58''$ East 21.79 feet to a point on the Northerly line on Plantations Drive as recorded and described by Entry No. 814829 Book 1539 Page 350 and running Northwesterly the following (7) courses along said North line; thence southwesterly, 9.48 feet along a 125.00 foot radius Arc to the right, said arc having a radial bearing of North $59^{\circ}46'14''$ West and a central angle of $04^{\circ}20'42''$; thence westerly, a distance of 41.85 feet along a compound curve to the right having a radius of 25.00 feet and a central angle of $95^{\circ}54'11''$; thence westerly, a distance of 669.72 feet along a reverse curve to the left having a radius of 980.00 feet and a central angle of $39^{\circ}09'19''$ thence North $88^{\circ}40'41''$ West 418.52 feet; thence westerly, 206.02 feet along a 540.00 foot radius Arc to the right, said arc having a radial bearing of North $01^{\circ}19'19''$ East and a central angle of $21^{\circ}51'32''$; thence northwesterly, a distance of 38.47 feet along a compound curve to the right having a radius of 30.00 feet and a central angle of $73^{\circ}28'53''$; thence northwesterly, 3.32 feet along a 531.47 foot radius Arc to the right, said arc having a radial bearing of North $27^{\circ}31'19''$ East and a central angle of $00^{\circ}21'29''$; thence northerly, 0.67 feet along a 30.00 foot radius Arc to the right, said arc having a radial bearing of South $84^{\circ}21'45''$ East and a central angle of $01^{\circ}17'18''$ to the Point of Beginning.

Exhibit B

Amended and Restated Legal Description

All of that certain real property located in Washington County, Utah, and further described as follows:

Parcel 1: (SG-6-2-27-330)

Beginning at a point South 89° 50'30" East 726.00 feet along the Section line from the Southwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South 89°50'30" East 1693.57 feet to the South 1/4 Corner of said Section 27; thence North 00°48' West 1814.27 feet along the Center Section line; thence West 2391.73 feet to a point on the West line of said Section 27; thence South 00° 04' 45" West 1207.41 feet along the Section line; thence South 89°50' 30" East 726.00 feet thence South 00° 04' 45" West 600.00 feet to the point of beginning.

Parcel 2: (SG-6-2-27-3311)

Beginning at the Southwest Corner of the Southwest 1/4, Southwest 1/4, Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence West 726.00 feet; thence North 600.0 feet; thence East 1452.0 feet; thence South 600.0 feet; thence West 726.0 feet to the point of beginning.

Parcel 3: (SG-6-2-28-2110)

Beginning at a point North 89°49' West 726.00 feet along the section line from the Southeast Corner of Section 28, Township 41 South, Range 16 West, Salt Lake Base and Meridian and running thence North 89°49' West 1895.70 feet to the South 1/4 corner of said Section 28; thence North 00°33'45" East 4002.53 feet, more or less, along the Center Section line of the Northwest Corner of the South 1/2 of the Northeast 1/4 of said Section 28; thence South 89° 50' East 2363.79 feet, more or less, along the 1/16 line to a point which is North 89°50' West 221.80 feet from the East line of said Section 28; thence South 01° 01' 15" East 1344.79 feet to a point on the center section line of said section 28; thence South 89°50' East 221.80 feet to the East 1/4 Corner of said Section 28; thence South 00°04'45" West 2058.42 feet along the Section line; thence North 89°49' West 726.00 feet along a line which is parallel to the south line of said Section 28; thence South 00°45' West 600.00 feet along a line which is parallel to the East line of said Section 28 to the point of beginning.

Parcel 4: (SG-6-2-35-3002)

Northeast 1/4 of the Southwest 1/4 of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian as recorded in the Office of the Washington County Recorder. Less and excepting the North 16.0 acres of the Northeast Quarter of the Southwest Quarter of Section 35, Township 42 South; Range 16 West, Salt Lake Base and Meridian.

Parcel 5: (SG-6-2-35-3002)

Exhibit B

Northwest 1/4 of the Southwest 1/4 of Section 35, Township 42 South, Range 16 West, Salt Lake Base and Meridian as recorded in the Office of the Washington County Recorder.

Parcel 6: (SG-6-2-34-411)

Beginning at the North 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence North 89°59'45" West 2662.74 feet along the North section line to the Northwest Corner of said section; thence South 00°07'50" East 610.00 feet along the West Section line; thence North 88°30' East 669.99 feet; thence South 58°45' East 330.00 feet; thence North 83°00' East 130.00 feet; thence South 73°30' East 200.00 feet; thence South 52°30' East 180.00 feet; thence South 43°00' East 120.00 feet; thence South 74°45' East 350.00 feet; thence North 21°00' East 236.89 feet; thence North 38°10' West 492.60 feet; thence South 89°59'45" East 1048.00 feet to the center Section line; thence North 00°14'17" West 485.30 feet along the center of Section line to the point of beginning.

Parcel 7: (SG-6-2-34-412)

Beginning at a point South 00°14'17" East 485.30 feet along the Center of Section line from the North 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian, running thence South 00°14'17" East 853.51 feet along the center line of said Section to the Southeast corner of the Northeast 1/4 of the Northwest 1/4 of said Section 34; thence North 89°54'16" West 2665.26 feet to the West Section line of said Section 34; thence North 00°07'50" West 724.55 feet along the West Section line of said Section; thence North 88°30' East 669.99 feet; thence South 58°45' East 330.00 feet; thence North 83°00' East 130.00 feet; thence South 73°30' East 200.00 feet; thence South 52°30' East 180.00 feet; thence South 43°00' East 120.00 feet; thence South 74°45' East 350.00 feet; thence North 21°00' East 236.89 feet; thence North 38°10' West 492.60 feet; thence South 89°59'45" East 1048.00 feet to the point of beginning.

Parcel 8: (SG-6-2-34-1004)

Southwest 1/4 of the Northwest 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian recorded in the Office of the Washington County Recorder.

Parcel 9: (SG-6-2-34-1004)

Southeast 1/4 of the Northwest 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian recorded in the Office of the Washington County Recorder.

Parcel 10: (SG-6-2-34-1003)

Northeast 1/4 of the Southwest 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian recorded in the Office of the Washington County Recorder.

Parcel 11: (SG-6-2-34-1003)

Exhibit B

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian described as: Beginning at the North quarter corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence South 89°30'30" East 467.00 feet along the North section line; thence South 19°54'47" East 1425.63 feet more or less to the 1/16 line; thence North 89°39'40" West 947.00 feet along the 1/16 line to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 34; thence North 00°14'17" West 1338.81 feet along the center section line to the point of beginning.

Parcel 12: (SG-6-2-34-1003)

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian described as: Beginning at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence South 00°14'17" East 1338.81 feet along the center Section line to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 34; thence South 89°48'47" East 1069.24 feet along the 1/16 line thence North 12°03'04" West 1367.76 feet, more or less to the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 34; thence North 89°39'40" West 789.24 feet along said North line to the point of beginning.

Parcel 13: (SG-6-2-34-1008)

Beginning at the East Quarter Corner of Section 34, Township 42 South, Range 16 West, thence North 89°48'47" West 1364.50 feet; thence North 12°03'04" West 1367.76 feet; thence South 89°39'40" East 157.76 feet; thence North 19°54'47" West 1425.63 feet more or less to the North Section line; thence South 89°30'30" East 383.00 feet; thence South 10°57'13" East 1305.77 feet; thence South 10°57'13" East 1014.09 feet; thence South 89°30'00" East 772.37 feet; thence South 50°45'00" East 160.28 feet; thence South 67°00'00" East 747.00 feet to the center Section line of Section 35, Township 42 South, Range 16 West, thence South 89°52'27" West 400.00 feet to the point of beginning.

LESS AND EXCEPTING Warranty Deed dated September 19, 1985, to the City of St. George, as Entry No. 281848, Book 388, Page 584-586 of the Official Records of Washington County, which is described as follows:

Beginning at a point North 89°48'47" West 1179.57 feet along the Center Section Line and North 10°51'30" West 822.04 feet from the East 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; and running thence North 10°51'30" West 100.00 feet; thence South 79°08'30" West 100.00 feet; thence South 10°51'30" East 100.00 feet; thence North 79°08'30" East 100.00 feet to the point of beginning.

Parcel 14: (SG-2-34-241)

Exhibit B

Northwest 1/4 of the Southeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian, Washington County, St. George, Utah.

Parcel 15: (SG-6-2-34-1003)

Sectional Lot No. 3, Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian as recorded in the Office of the Washington County Recorder.

Parcel 16: (SG-6-2-27-428)

Beginning at the East quarter corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the section line North $89^{\circ}58'26''$ West, 221.80 feet; thence leaving said section line North $00^{\circ}09'37''$ West, 663.03 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South $51^{\circ}59'01''$ West, said point also being on the centerline of proposed Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 7.43 feet along the arc of said curve and said proposed centerline through a central angle of $00^{\circ}34'30''$ to the point of tangency, thence continuing along said proposed centerline South $07^{\circ}26'27''$ East, 14.74 feet to the point of curvature of a 1150.00 foot radius curve concave to the Northeast; thence Southeasterly 854.43 feet along the arc at said curve and said proposed centerline through a central angle of $42^{\circ}34'12''$ to the point of tangency, thence continuing along said proposed centerline South $50^{\circ}00'38''$ East 1024.33 feet; thence leaving said proposed centerline South $89^{\circ}50'59''$ West 977.22 feet to a point on the Section line; thence along said section line North $00^{\circ}04'17''$ West 851.02 feet to the point of beginning.

Parcel 17: (SG-6-2-27-236)

Beginning at a point South $89^{\circ}59'34''$ West 24.69 feet along the section line from the North quarter corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South $89^{\circ}59'34''$ West 218.08 feet along said section line to the South Quarter Corner of said Section 27; thence North $00^{\circ}57'03''$ West 148.07 feet along the center section line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North $39^{\circ}58'05''$ East, said point also being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 266.11 feet along the arc of said curve and said proposed centerline through a central angle of $12^{\circ}11'51''$ to the point of beginning.

Parcel 18: (SG-6-2-34-1016)

Beginning at a point South $00^{\circ}36'57''$ East 1270.68 feet along the Section line and North $90^{\circ}00'00''$ West 1105.73 feet from the Northeast Corner of Section 34, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian, said point being on the North Right-of-Way line of the proposed Canyon View Drive extension and running thence South $00^{\circ}30'00''$ West 60.00 feet to the South Right-of-Way line of said Canyon View Drive; thence North $89^{\circ}30'00''$ West 100.27 feet along said South Right-of-Way line; thence South $00^{\circ}30'00''$ west 110.00 feet; thence South $89^{\circ}30'00''$ East 45.92 feet; thence South $10^{\circ}58'13''$ East 841.06 feet; thence North

Exhibit B

89°30'04" West 168.61 feet; thence North 10°57'13" West, 1014.47 feet to a point on the North Right-of-Way line of said Canyon View Drive; thence South 89°30'00" East, 257.15 feet along said Right-of-Way line to the point of beginning.

Parcel 19 (SG-6-2-34-1013)

Beginning at a point South 89°30'30" East, 1044.07 feet along the Section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian, said point being the Northwest corner of COTTAGES NORTH SUBDIVISION, PHASE 3, and running thence along the Westerly boundary of said Subdivision in the following three (3) courses: South 23°27'05" West, 100.02 feet; thence South 00°29'30" West, 463.90 feet; thence South 25°02'13" East, 97.91 feet to a point on the Westerly boundary of "Cottages North, Phase II", Entry Number 478939, Washington County Records; thence South 10°57'13" East, 648.35 feet along said Westerly boundary to the Southwest corner of said "Cottages North, Phase II"; thence North 89°30'00" West, 97.29 feet; thence North 10°57'13" West, 1305.76 feet to a point on the East-West Section line, said Section 34; thence South 89°10'30" East, 224.55 feet along said section line to the point of beginning.

Less and excepting the following 7 parcels A, B, C, D, E, F, & G from Parcels 1-19 as described above.

Parcel A:

Beginning at a point South 00°09'37" East 1275.55 feet along the Section line and South 90°00'00" West 221.80 feet from the Northeast corner of Section 28, Township 42 South, Range 16 West, Salt Base and Meridian and running thence South 00°09'37" East 670.14 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South 81°59'03" West, said point being also on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence Northwesterly, 612.80 feet along the arc of said curve and said proposed centerline through a central angle of 47°26'51" to the point of tangency; thence continuing along said proposed centerline North 55°27'48" West, 289.69 feet; thence leaving said proposed centerline South 89°56'57" East, 550.00 feet to the point of beginning.

Parcel B:

Beginning at a point South 00°04'17" East, 851.02 feet along the Section line and South 89°50'58" East 977.22 feet from the West Quarter Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian said point being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence leaving said centerline North 89°50'58" East 1414.90 feet to the sixteenth line; thence South 00°57'03" East 1665.55 feet along said sixteenth line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 39°58'05" East, said point also being on the centerline of said proposed Plantation Drive; thence Northwesterly 702.91 feet along the arc of said curve and said proposed centerline through a central angle of 32°13'08" to the point of reverse curvature of a 1000.00 foot radius curve concave to the Southwest, the radius point of which bears South 77°11'13" west; thence Northwesterly 561.96 feet along the arc of said curve and said proposed

Exhibit B

centerline through a central angle of 32°11'52" to the point of tangency; thence continuing along said proposed centerline North 50°00'38" West, 973.68 feet to the point of beginning.

Parcel C:

Beginning at the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the Section line South 89°11'30" East 819.51 feet; thence leaving said section line South 10°57'13" East 307.70 feet to a point on the proposed centerline of proposed 66.00 foot wide public street; thence along said proposed centerline South 23°27'06" West 303.24 feet to a point on the proposed centerline of Plantation Drive, a proposed 80.00 foot wide public street; thence along said proposed centerline North 51°12'26" West 720.12 feet to the point of curvature of a 1000.00 foot radius curve concave to the Southwest; thence Northwesterly 222.34 feet along the arc of said curve and said proposed centerline through a central angle of 12°44'20" to the point of reverse curvature of a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 26°03'14" East; thence Northwesterly 37.45 feet along the arc of said curve and said proposed centerline through a central angle of 01°43'00" to a point on the Section line; thence along said Section line South 89°59'34" East, 24.69 feet to the point of beginning.

Parcel D:

Beginning at a point South 00°35'57" East 2271.21 feet along the section line and North 90°00'00" West, 408.23 feet from the Northeast Corner of Section 34, Township 42 South, Range 16 West, of the Salt Lake Base and Meridian and running thence North 89°29'59" West, 603.76 feet to a point on a 531.47 foot radius curve concave to the Northeast, from which the radius bears North 61°39'25" East; thence Southeasterly 573.23 feet along the arc of said curve through a central angle of 61°47'51" to the point of tangency; thence North 89°51'34" East, 410.45 feet to the point of curvature of a 1005.00 foot radius curve concave to the Southwest; thence Southeasterly 680.54 feet along the arc of said curve through a central angle at 38°47'54" to a point from which the radius point bears South 38°39'28" West; thence North 89°52'27" East, 851.80 feet; thence North 02°56'14" West, 100.66 feet; thence South 89°51'54" West, 941.85 feet; thence North 67°00'00" West, 746.01 feet; thence North 50°45'00" West, 160.27 feet to the point of beginning.

Parcel E:

Bearing Note: This boundary description incorporates the St. George City Horizontal Control Network (HCN) for it's bearings. The bearing rotation required from the "Cottages" recorded subdivisions called for below to the HCN is 01°24'39" clockwise.

Beginning at a point North 00°48'55" East 1441.04 feet along the section line and North 90°00'00" West 1276.65 feet from the East quarter corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the arc of a 20.00 foot radius curve concave to the Northeast, the radius point of which bears North 80°24'52" East; thence southeasterly 29.26 feet along the arc of said curve through a central angle of 83°49'27" to the point of reverse curvature of a 337.74 foot radius curve concave to the South; thence

Exhibit B

Easterly 49.94 feet along the arc of said curve through a central angle of $05^{\circ}19'14''$ to the point of tangency, said point being on the southerly boundary of the "Cottage North Phase II" subdivision (Recorded No. 478939, 9-16-94, Washington County Recorder); thence coincident with said southerly boundary South $88^{\circ}05'21''$ East 88.28 feet to the southeast corner said subdivision, said point being at the end of and on the northerly right-of-way line of Canyon View Drive, a 60.00 foot wide public roadway, said point also being on the westerly boundary line of the "Cottages North Amended Phase I" subdivision (Recorded No. 467354, 5-17-94, Washington County Recorder); thence coincident with said westerly boundary line and said end of roadway South $01^{\circ}54'39''$ West 60.00 feet to a point on the southerly right-of-way line of said roadway, said point being that southwest corner of said "Cottages North Amended Phase I"; thence leaving said westerly boundary line; North $88^{\circ}05'21''$ West 88.28 feet to the point of curvature of 477.74 foot radius curve concave to the south; thence westerly 33.06 feet along the arc of said curve through a central angle of $03^{\circ}57'52''$ to the point of compound curvature of a 20.00 foot radius curve concave to the southeast; thence southwesterly 34.05 feet along the arc of said curve through a central angle of $97^{\circ}31'55''$ to the point of tangency; thence South $09^{\circ}35'08''$ East 335.94 feet to the point of curvature of a 460.00 foot radius curve concave to the east, thence southerly 29.45 feet along the arc of said curve through a central angle $03^{\circ}40'07''$ to the point of tangency; thence South $13^{\circ}15'15''$ East 413.88 feet thence South $21^{\circ}30'35''$ East 121.68 feet to the point of curvature of a 528.00 foot radius curve concave to the northeast; thence Southeasterly 248.27 feet along the arc of said curve through a central angle of $26^{\circ}56'28''$ to the point compound curvature of a 67.50 foot radius curve concave to the northeast, from which the radius point bears North $41^{\circ}32'57''$ East; thence southeasterly 40.66 feet along the arc of said curve through a central angle of $34^{\circ}30'41''$ to the point of cusp of a 531.47 foot radius curve concave to the northeast; the radius point of which bears North $38^{\circ}12'35''$ East; thence southeasterly 99.14 feet along the arc of said curve through a central angle of $10^{\circ}41'17''$ to the point of cusp of a 30.00 foot radius curve concave to the northeast, the radius point of which bears South $83^{\circ}20'20''$ East; thence southeasterly 38.47 feet along the arc of said curve through a central angle of $73^{\circ}28'49''$ to a point on radial line; thence along said radial line South $23^{\circ}10'51''$ West 80.00 feet radial to a point on the arc of a 620.00 foot radius curve concave to the northeast; thence northwesterly 579.63 feet along the arc of said curve through a central angle of $53^{\circ}33'54''$ to the point of tangency; thence North $13^{\circ}15'15''$ West 458.48 feet to the point of curvature of a 540.00 foot radius curve to the east; thence northerly 34.58 feet along the arc of said curve through a central angle of $03^{\circ}40'07''$ to the point of tangency; thence North $09^{\circ}35'08''$ West 436.65 feet; thence North $80^{\circ}24'52''$ East 80.00 feet to the point of beginning.

Parcel F:

Explanation: Boundary description of a parcel of property to be deeded to the City of St. George from Group Management for use as a future public street.

Beginning at a point on the northeasterly right-of-way line of Plantations Drive, an 80.00 foot wide public street, recorded October 26, 2000 as Entry Number 700320, official records of Washington County, Utah, said point lies North $00^{\circ}48'55''$ East 162.62 feet along the section line and North $90^{\circ}00'00''$ West 761.75 feet from the east quarter corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and in the point curvature of a 540.00 foot radius curve concave northerly, the radius point of which bears North $23^{\circ}10'51''$ East;

Exhibit B

thence leaving said right-of-way line easterly 206.02 feet along the arc of said curve through a central angle of $21^{\circ}51'32''$ to the point of tangency; thence South $88^{\circ}40'41''$ East 418.52 feet to the point of curvature of a 980.00 foot radius curve concave southerly; thence easterly 669.72 feet along the arc of said curve through a central angle of $39^{\circ}09'19''$ to the point of reverse curvature of a 25.00 foot radius curve concave northerly; thence easterly 41.85 feet along the arc of said curve through a central angle of $95^{\circ}54'11''$ to the point of a compound curvature of a 125.00 foot radius curve concave northwesterly; thence northeasterly 9.48 feet along the arc of said curve through a central angle of $04^{\circ}20'42''$ to a point on the boundary line of The Plantations at St. George Property, the radius point from which bears North $59^{\circ}46'15''$ West; thence coincident with said boundary line South $88^{\circ}41'58''$ East 54.82 feet to a point on the arc of 175.00 foot radius curve concave northwesterly the radius point of which bears North $68^{\circ}29'11''$ West; thence leaving said boundary line southwesterly 53.33 feet along the arc of said curve through a central angle of $17^{\circ}27'33''$ to the point reverse curvature of a 25.00 foot radius curve concave easterly; thence southerly 36.11 feet along the arc of said curve through a central angle of $82^{\circ}45'31''$ to a point on a radial line; thence along said radial line South $46^{\circ}12'51''$ West 80.00 feet to a point on the arc of a 900.00 foot radius curve concave southwesterly, the radius point of which bears South $46^{\circ}12'51''$ West; thence northwesterly 705.17 feet along the arc of said curve through a Central angle of $44^{\circ}53'32''$ to the point of tangency; thence North $88^{\circ}40'41''$ West 418.52 feet to the point of curvature of a 620.00 foot radius curve concave northerly; thence westerly 236.54 feet along the arc of said curve through a central angle of $21^{\circ}51'32''$ to a point on the southwesterly right-of-way line of said Plantations Drive, said point being on the radial line and the end of said Plantations Drive; thence along said radial line North $23^{\circ}10'51''$ East 80.00 feet to a point on said northeasterly right-of-way line and the point of beginning.

Parcel G

North Parcel:

Beginning at the most Southwesterly corner of the Cottages South, Subdivision Phase 1 as found on file at the Washington County Recorder's Office, said point being North $00^{\circ}48'55''$ East 656.39 feet along the Section line and West 1,054.39 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running; thence South $09^{\circ}33'21''$ East 235.67 feet; thence South $88^{\circ}05'12''$ East 2.19 feet; thence southeasterly, 238.82 feet along a 531.47 foot radius arc to the left, said arc having a radial bearing of North $63^{\circ}03'06''$ East and a central angle of $25^{\circ}44'48''$ to a point on the Southerly line of Worldmark, the Club at St George Phase 1; thence westerly, 1.56 feet along a 72.50 foot radius Arc to the right, said arc having a radial bearing of North $01^{\circ}09'44''$ East and a central angle of $01^{\circ}13'54''$ to a point on the Northeasterly line of Plantations Drive as recorded and described by Entry No. 700320 Book 1384 Page 299 and running Northeasterly the following (5) courses along said North line; thence northwesterly, 8.77 feet along a 531.47 foot radius Arc to the right, said arc having a radial bearing of North $37^{\circ}15'50''$ East and a central angle of $00^{\circ}56'45''$; thence northwesterly, 40.66 feet along a 67.50 foot radius Arc to the right, said arc having a radial bearing of North $07^{\circ}02'16''$ East and a central angle of $34^{\circ}30'41''$; thence northwesterly, a distance of 248.27 feet along a compound curve to the right having a radius of 528.00 feet and a central angle of $26^{\circ}56'28''$ thence North $21^{\circ}30'35''$ West 121.68 feet; thence

North 13°15'15" West 67.00 feet; thence North 76°44'45" East 54.48 feet to the Point of Beginning.

South Parcel:

Beginning at a point on the Southerly line of Worldmark, the Club at St. George Phase 1 as found on file at the Washington County Recorder's Office, said point being North 00°48'55" East 195.90 feet along the Section line and West 783.08 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running; thence easterly, 248.70 feet along a 531.47 foot radius Arc to the left, said arc having a radial bearing of North 28°05'54" East and a central angle of 26°48'40" thence South 88°42'46" East 410.45 feet; thence easterly, 680.20 feet along a 1,004.99 foot radius Arc to the right, said arc having radial bearing of South 01°17'14" West and a central angle of 38°46'45" thence South 88°41'58" East 21.79 feet to a point on the Northerly line on Plantations Drive as recorded and described by Entry No. 814829 Book 1539 Page 350 and running Northwesterly the following (7) courses along said North line; thence southwesterly, 9.48 feet along a 125.00 foot radius Arc to the right, said arc having a radial bearing of North 59°46'14" West and a central angle of 04°20'42" ; thence westerly, a distance of 41.85 feet along a compound curve to the right having a radius of 25.00 feet and a central angle of 95°54'11"; thence westerly, a distance of 669.72 feet along a reverse curve to the left having a radius of 980.00 feet and a central angle of 39°09'19" thence North 88°40'41" West 418.52 feet; thence westerly, 206.02 feet along a 540.00 foot radius Arc to the right, said arc having a radial bearing of North 01°19'19" East and a central angle of 21°51'32"; thence northwesterly, a distance of 38.47 feet along a compound curve to the right having a radius of 30.00 feet and a central angle of 73°28'53"; thence northwesterly, 3.32 feet along a 531.47 foot radius Arc to the right, said arc having a radial bearing of North 27°31'19" East and a central angle of 00°21'29" ; thence northerly, 0.67 feet along a 30.00 foot radius Arc to the right, said arc having a radial bearing of South 84°21'45" East and a central angle of 01°17'18" to the Point of Beginning.