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Restrictive Page 1 of 51
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Recorded at the Request of
ENLAW, LLC

**Record against the real property
described in Exhibit A.**

After Recording mail to:
JENKINS BAGLEY SPERRY, PLLC
Attn: Bruce C. Jenkins
285 W Tabernacle, Ste. 301
St. George, UT 84770

**MASTER DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
BLACK DESERT COMMUNITY**

Prepared by:



Attn: Bruce C. Jenkins
285 W. Tabernacle, Ste. 301
St. George, UT 84770

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MASTER DECLARATION OF COVENANTS, CONDITIONS,

**RESTRICTIONS, AND RESERVATION OF EASEMENTS
FOR
BLACK DESERT MASTER COMMUNITY**

PREAMBLE

This Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Black Desert Master Community, a Utah development (hereafter "Master Declaration"), is executed by ENLAW, LLC (the "Declarant").

RECITALS

A. This Master Declaration affects (i) that certain real property described in Exhibit A, and (ii) all property described in Exhibit B that is hereafter annexed into the Properties.

B. The lands comprising the Properties are areas featuring unique and distinctive terrain.

C. By subjecting the Properties to this Master Declaration, it is the desire, intent and purpose of Declarant to create a master planned mixed use development in which beauty shall be substantially preserved, which will both enhance the desirability of living, working and recreating, and the design scheme of the Declarant, and increase and preserve the utility, attractiveness, quality and value of the lands and improvements therein.

D. Declarant has constructed or is in the process of constructing upon the Properties certain improvements.

E. Declarant intends that various sub-associations of residential, commercial or mixed uses will be subject to this Master Declaration, as well as declarations specific to a particular sub-association.

F. Declarant desires, by filing this Master Declaration to submit the Tract, and all improvements now or hereafter constructed thereon, to the provisions and protective covenants, restrictions and easements set forth herein.

G. Declarant desires, by filing this Master Declaration to submit the Properties to the provisions and protective covenants, restrictions, and easements set forth herein.

H. Declarant hereby declares that all of the Properties shall be maintained, held, sold, conveyed, encumbered, hypothecated, leased, used, occupied and improved subject to the following easements, restrictions, reservations, rights, covenants, conditions, and equitable servitudes, all of which are for the purpose of uniformly enhancing and protecting the value, attractiveness, and desirability of the Properties, in furtherance of a general plan for the protection, maintenance, subdivision, improvement, and sale of the Properties or any portion thereof. The covenants, conditions, restrictions, rights, reservations, easements, and equitable servitudes set forth herein shall run with and burden the Properties and shall be binding upon all

persons or entities having or acquiring any right, title, or interest in the Properties, or any part thereof, their heirs, successors, and assigns; shall inure to the benefit of every portion of the Properties and any interest therein; and shall inure to the benefit of and be binding upon and may be enforced by Declarant, the Company, each member of the Company, and the members of a sub-association by virtue of membership in the sub-association.

DECLARATION

NOW, THEREFORE, for the reasons recited above, and in consideration of the reciprocal benefits to be derived from the conditions, covenants, restrictions, easements, and requirements set forth below, the parties hereto, and each of them hereby agree:

ARTICLE I DEFINITIONS

The definitions in this Master Declaration are supplemented by the definitions in the Act. In the event of any conflict, the more specific and restrictive definition shall apply. Unless otherwise expressly provided, the following words and phrases when used herein shall have the meanings hereinafter specified.

1.1 Declarant. Declarant shall mean ENLAW, LLC, a Delaware limited liability company, its successors and any person to which it shall have assigned any rights hereunder, except that a party acquiring all or substantially all of the right, title and interest of Declarant in the Properties by foreclosure, judicial sale, bankruptcy proceedings, or by other similar involuntary transfer, shall automatically be deemed a successor and assign of ENLAW, LLC, as Declarant under this Master Declaration.

1.2 Master Community. Master Community shall mean Black Desert Master Community LLC, a Utah limited liability company.

1.3 Master Board of Managers or Master Board. Shall mean and refer to the Board of Managers of the Master Community, appointed or elected in accordance with this Master Declaration and the Master Bylaws.

1.4 Master Declaration. Master Declaration shall mean and refer to this Master Declaration of Covenants, Conditions, Restrictions, and Reservation of Easements for Black Desert Community.

1.5 Properties. Properties shall mean (i) the property described in Exhibit A and (ii) all other Annexable Territory that is made subject to this Master Declaration described in Exhibit B.

1.6 Sub-Association. Sub-Association shall mean an association of property owners having jurisdiction, in whole or in part, over a specific neighborhood concurrent with, but subordinate to, the Master Community.

ARTICLE II MASTER COMMUNITY

2.1 Organization of Master Community. Declarant has caused or will cause the Black Desert Master Community LLC to be organized and the Articles thereof filed with the State of Utah, Department of Commerce, Division of Corporations and Commercial Code (the "Master Community").

2.2 Parties and Powers. The Master Community shall have such duties and powers as set forth in the Articles, Operating Agreement (hereafter "Bylaws"), and this Master Declaration, as such documents are amended from time to time.

2.3 Membership. Sub-Associations under the jurisdiction of the Master Community shall be considered Members of the Master Community. However, individual owners within the Properties shall not be considered Members of the Master Community, but Members of the Sub-Association are bound by the Articles, Master Bylaws, Master Declaration and decisions of the Master Board by virtue of their membership in a Sub-Association. Voting rights of the Sub-Associations shall be as provided for in the Articles and/or the Master Bylaws.

2.4 Non-Liability for Tort. The Master Community shall not be liable, in any civil action brought by, on behalf, or through a Member, for bodily injury occurring to a Member, or a Member's member, guest, invitee, licensee or trespasser, on the Master Community's common area, limited common area or other area for which the Master Community has an obligation to maintain. This immunity from liability shall not be effective if the Master Community causes bodily injury by its willful, wanton, or grossly negligent act of commission or omission.

2.5 Master Board of Managers Acts for Master Community. Except as limited in this Master Declaration or the Master Bylaws, the Master Board acts in all instances on behalf of the Master Community. The Master Board shall be organized as provided for in the Articles and Master Bylaws.

ARTICLE III COVENANT FOR ASSESSMENTS

3.1 Creation of Assessment Obligation. Each Sub-Association is deemed to covenant and agree to pay to the Master Community (1) Annual Assessments for Common Expenses, (2) Special Assessments, (3) Corrective Assessments, (4) Government Assessments, (5) Reinvestment Fee Assessments, (6) Benefitted Assessments, and (7) any other amount or assessment levied by the Master Board pursuant to this Master Declaration; all such assessments to be established and collected as provided in this Master Declaration. The Master Community shall not levy or collect any Annual Assessment, Special Assessment, Corrective Assessment, Benefitted Assessment, or Government Assessment that exceeds the amount necessary for the purpose or purposes for which it is levied. All such assessments, together with interest, costs, and reasonable attorneys' fees for the collection thereof, shall be a charge on a Sub-Association and shall be a continuing lien upon the properties subject to a Sub-Association's jurisdiction, including lots and units within those Sub-Associations. Each such assessment, together with

interest, costs and reasonable attorneys' fees shall also be and remain the personal obligation of a Sub-Association, and its members, upon which the assessment is levied.

3.2 Purpose of Annual and Special Assessments. The Annual and Special Assessments levied by the Master Community shall be used for any expense necessary or desirable to enable the Master Community to perform or fulfill its obligations, functions, or purposes under this Master Declaration or its Articles.

3.3 Annual Assessments. The Annual Assessment shall be due on the first day of January each year or in twelve (12) equal monthly installment payments due on the first day of each month, as the Master Board may determine, but initial Annual Assessment shall be prorated for partial year. The Annual Assessment shall be based upon the Budget prepared by the Master Board. The Master Board shall authorize and levy the amount of the Annual Assessment upon each Sub-Association.

3.4 Special Assessments. In addition to the Annual Assessment, a Special Assessment can be assessed by the Master Board to pay the costs of any one or more of the following:

- (a) An extraordinary expense required by an order of a court;
- (b) Any necessary expense of the Master Community not included in the budget; and
- (c) To protect the common areas against foreclosure.

3.5 Corrective Assessments. In addition to the Annual Assessment and any Special Assessments, the Master Community may levy Corrective Assessments against a particular Sub-Association, or one (1) or more of its members to pay the following costs directly attributable to the costs incurred by the Master Community for corrective action related to damage to the any area for which the Master Community has an obligation to maintain.

The Master Board shall deliver a Notice of Noncompliance and Right to Hearing to the owner upon whom it intends to levy a Corrective Assessment. Corrective Assessments shall be due and payable within forty-five (45) days following delivery of Notice of Master Board Adjudication and shall bear interest thereafter at the rate of eighteen percent (18%) per annum until paid in full.

3.6 Benefitted Assessments. The Master Board may levy Benefitted Assessments against a particular Sub-Association for expenses incurred or to be incurred by the Master Community to cover the costs, including overhead and administrative costs, of providing benefits or services to a particular Sub-Association.

3.7 Government Assessments. In addition to the annual assessments, special assessments, and corrective assessments, the Master Community shall levy such additional assessments as may be necessary from time to time for the purpose of repairing and restoring the damage or disruption resulting to streets or other common or limited common areas from the activities of the local municipality(ies) in maintaining, repairing or replacing municipal utility lines and facilities thereon.

3.8 Preparation of Budget. At least annually the Master Board shall prepare and adopt a budget for the Master Community and the Master Board shall present the budget at a meeting of the Members.

3.9 Reserve Fund. The Master Board shall, on behalf of the Master Community, cause to be funded through Annual Assessments or other periodic assessments an adequate reserve to cover the cost of reasonably predictable and necessary major repairs and replacement of the areas the Master Community is obligated to maintain.

3.10 Reinvestment Fee Assessment. The Properties are part of a "large master planned development" as defined in Utah Code 57-1-46(1)(f) and are hereby subjected to a reinvestment fee assessment. The amount of the reinvestment fee assessment shall be set from time to time by resolution of the Master Board, the initial reinvestment fee assessment shall be .25 percent (0.25%) of the gross sales price of the Unit or Lot. The reinvestment fee assessment shall be collected for the benefit of the Master Community and the Sub-Associations under its jurisdiction. The Master Board shall have the authority, in its sole discretion, to apportion and share the reinvestment fee assessment amongst Master Community and any Sub-Association. A reinvestment fee assessment may be used for one (1) or more of the following charges:

- (a) an assessment determined pursuant to resolution of the Board and charged for:
 - (i) common planning, facilities, and infrastructure;
 - (ii) obligations arising from an environmental covenant;
 - (iii) community programming;
 - (iv) recreational facilities and amenities; or
 - (v) Association expenses as provided for in Utah Code Section 57-1-46(1)(a).
- (b) When the seller is a financial institution, the reinvestment assessment shall be limited to the costs directly related to the transfer, not to exceed Two Hundred and Fifty Dollars (\$250.00).
- (c) A reinvestment fee assessment may not be enforced upon: (i) an involuntary transfer; (ii) a transfer that results from a court order; (iii) a bona fide transfer to a family member of the seller within three degrees of consanguinity who, before the transfer, provides adequate proof of consanguinity; or (iv) a transfer or change of interest due to death, whether provided in a will, trust, or decree of distribution.

3.11 Sub-Association Collection of Master Community Assessments. The Sub-Associations shall have the right to collect the assessments for and in behalf of the Master Community.

ARTICLE IV
NONPAYMENT OF ASSESSMENTS; REMEDIES

4.1 Nonpayment of Assessments; Remedies. Pursuant to Utah Code §§ 57-8a-301, *et seq.*, any assessment installment payment not paid when due shall, together with the hereinafter provided for interest and costs of collection, be, constitute, and remain a continuing lien on the properties subject to a Sub-Association's jurisdiction. Provided, however, that any such lien will be subordinate to the lien or equivalent security interest of any Mortgage recorded prior to the date any such installment payment on assessment becomes due. If any installment payment on the assessment is not paid within thirty (30) days after the date on which it becomes due, the amount thereof shall bear interest from the date of delinquency at the rate of eighteen percent (18%) per annum plus a late payment service charge of Ten Dollars (\$10.00) if the assessment is not paid within ten (10) days of when it is due, or such larger amount as set by the Master Board, provided the charge does not exceed twenty-five percent (25%) of the amount of the installment payment, and the Master Community may, in its discretion, bring an action either against the Sub-Association or to foreclose (judicially or non-judicially) the lien against the properties subject to a Sub-Association's jurisdiction. Any judgment obtained by the Master Community and any foreclosure commenced shall include reasonable attorney fees, court costs, and each and every other expense incurred by the Master Community in enforcing its rights. If a monthly installment payment is not timely made, the Master Board may declare the entire Annual Assessment in default and accelerate the Annual Assessment and declare the entire amount of the Annual Assessment immediately due and owing.

4.2 Washington County Tax Collection. It is recognized that under this Master Declaration the Master Community will own certain property and that it may be obligated to pay property taxes to Washington County. In the event that the assessor shall separately assess such property the Master Board may impose, in its discretion a Special Assessment to pay such taxes, or they may be incorporated into the Annual Assessment.

4.3 Lien. The Master Board may elect to file a claim of lien against properties (including Units and Lots) subject to a Sub-Association's jurisdiction by recording a notice ("Notice of Lien") setting forth (a) the amount of the claim or delinquency, (b) the interest and costs of collections which have accrued thereon, (c) the legal description of the property against which the lien is claimed, and (d) the name of the owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Master Community or duly authorized agent of the Master Community. The lien shall continue until the amounts secured thereby and all subsequently accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other costs and assessments which may have accrued subsequent to the Notice of Lien have been fully paid or satisfied, the Master Community shall execute and record a notice releasing the lien upon payment of a reasonable fee as fixed by the Master Board to cover the cost of preparing and recording the release of lien. Unless paid or otherwise satisfied, the lien may be foreclosed in a like manner as a mortgage or any other manner provided by law, including without limitation, a deed of trust as set forth in this Master Declaration.

4.4 Trust Deed for Assessments. Each Sub-Association and its members convey and warrant to Trustee in trust for the Master Community as Beneficiary, with power of sale, the properties subject to a Sub-Association's jurisdiction and/or for the purpose of securing payment of all assessments (including basis of collection) provided for in this Master Declaration. For purposes of this Section and Utah Code §§ 57-1-19, *et seq.*, as amended from time to time. Each Sub-Association and its members hereby conveys and warrants pursuant to Sections 212 and 302 of the Act, and Utah Code § 57-1-20, to attorney Bruce C. Jenkins, or any other attorney that the Master Community engages to act on its behalf to substitute for Bruce C. Jenkins, with power of sale, properties subject to a Sub-Association's jurisdiction for the purpose of securing payment of assessments under the terms of this Master Declaration. The Trustee shall mean the attorney for the Master Community and the Master Community may provide notice and disclosure of the Trustee by recording an "Appointment of Trustee" on the records of the Washington County Recorder.

4.5 Perfection of Lien and Priority. Upon the recording of a notice of lien by the Master Board or the Master Community's manager or attorney, such lien constitutes a lien (on a pro-rata basis according to the number of lots units on a plat) on the properties subject to a Sub-Association's jurisdiction prior to all other liens and encumbrances, recorded or unrecorded, except:

- (a) tax and special assessment liens on the lot in favor of any assessing lot or special improvement district; and
- (b) encumbrances on the interest of a Sub-Association or its members:
 - (i) recorded prior to the date of the recording of Notice of Lien; and
 - (ii) that by law would be a lien prior to subsequently recorded encumbrances.

The Manager or Master Board may enforce the assessment lien by sale or foreclosure of the owner's interest. The Manager or Master Board may bid at a sale or foreclosure and hold, lease, mortgage, or convey the lot that is subject to the assessment lien.

4.6 Statement of Account. The Manager or Master Board shall issue a written statement indicating any unpaid assessment with respect to a Sub-Association covered by the request, upon the written request of a Sub-Association, and payment of a reasonable fee not to exceed Ten Dollars (\$10.00). The written statement shall be binding in favor of any person who relies in good faith on the written statement. Unless the Manager or Master Board complies with such request within ten (10) days, any unpaid assessment that became due prior to the date the request was made is subordinate to a lien held by the person requesting the statement.

4.7 Payment by Encumbrancer. An encumbrancer holding a lien on a lot may pay any unpaid assessment due with respect to the lot. Upon such payment, the encumbrancer has a lien on the lot for the amounts paid.

4.8 Cumulative Remedies. The assessment liens and the rights to foreclosure and sale thereunder shall be in addition to and not in substitution for all other rights and remedies which the Master Community and its assigns may have hereunder and by law, including a suit to recover a money judgment for unpaid assessments, as above provided.

4.9 Mortgage Protection. Notwithstanding all other provisions hereof, no lien created under this Article IV, nor any breach of this Master Declaration, nor the enforcement of any provision hereof shall defeat or render invalid the rights of the beneficiary under any recorded first deed of trust (meaning any deed of trust with first priority over other deeds of trust).

ARTICLE V GENERAL PROVISIONS

5.1 Fines. In addition to all other remedies, the Master Community, through its Master Board, shall have the power to levy fines for violations of this Master Declaration and rules the Master Board. The Master Board may adopt a rule in compliance with Utah Code § 57-8a-217 for the procedure to levy fines, including a schedule of fines.

5.2 Agreement to Avoid Costs of Litigation. The Master Community and each Sub-Association or any person or entity who agrees to be bound by the dispute resolution procedures of this Master Declaration, agree to submit to these alternative dispute resolution procedures (collectively, "Parties" or "Bound Parties", or individually a "Party") to encourage the amicable resolution of disputes in any way involving this Master Declaration, the Master Bylaws, rules or the decisions of the Master Community which relate to the Properties, and to lessen the emotional and financial costs of legal proceedings, if at all possible. Accordingly, each Bound Party covenants and agrees that all claims, causes of action, grievances or disputes, whether based in contract, tort, or applicable law, between such Bound Party and any other Bound Party in any way involving this Master Declaration, the Properties or any Sub-Association, including, without limitation, claims, causes of action, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Master Declaration, rules and the decisions of the Association, or the Master Bylaws claims arising from or relating to construction (collectively "Claims"), except for those Exempt Claims authorized below, shall be subject to the alternative dispute procedures.

5.3 Exempt Claims. The following Claims ("Exempt Claims") shall be exempt from the alternative dispute resolution provisions:

- a. Any claim, action, suit, or foreclosure under Article 4 (Assessments) and (fines) by the Association against any Bound Party, unless the Association, in its sole and absolute discretion, elects to enforce or pursue such claim, action, suit, or foreclosure through another action or process recognized by applicable law;
- b. Any suit by the Master Community to obtain a temporary restraining order (or equivalent emergency equitable relief) and such other ancillary relief as a court may deem necessary in order to maintain the status quo and preserve the Association's ability to, without limitation, enforce the provisions of this Master Declaration, the rules, the decisions of the Association, or the Master Bylaws including any defensive or responsive actions by the Bound Party against whom the action is taken;

- c. Any suit between Members of the Master Community, which suit does not include or implicate the Association, Declarant, Declaration, Rules or Bylaws, seeking redress on the basis of a Claim;
- d. Any suit or enforcement action or exercise of any right or remedy under or in respect of any Mortgage, any indebtedness secured by such Mortgage or any other document or agreement executed in connection with such Mortgage or in respect of any right provided herein with respect to such Mortgage;
- e. Any suit to enforce a settlement reached under the alternative dispute resolution process or award of an arbitrator; and
- f. A derivative action related in any way to the Master Community, Master Declaration, rules, decisions of the Association or the Master Bylaws.

Any Bound Party having an Exempt Claim may submit it to the alternative dispute resolution procedures, but there shall be no obligation to do so.

5.4

Mandatory Procedures for all Non-Exempt Claims:

a. **Notice.** The Bound Party asserting a Claim ("Claimant") against another Bound Party ("Respondent") shall give written notice to each Respondent and to the Board stating plainly and concisely:

- (i) the nature of the Claim, including the persons involved and the Respondent's role in the Claim;
- (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
- (iii) the Claimant's proposed resolution or remedy; and
- (iv) the Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

b. **Negotiation.** The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

c. **Mediation.** If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in Subsection (a) (or within such other period as the parties may agree upon), the Claimant shall have thirty (30) additional days to submit the Claim to mediation with Person designated by the Association (if the Association is not a Party to the Claim) or to an independent agency providing dispute resolution services in the Washington County, Utah area.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not third parties) on account of such Claim.

If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date the mediation was terminated. The Claimant shall thereafter be entitled to commence arbitration proceedings under Section 18.5.

Each Party shall bear its own costs of the mediation, including attorney fees, and each Party shall share equally all fees charged by the mediator.

d. Settlement. Any settlement of the Claim through negotiation or mediation shall be documented in writing and signed by the Parties. If any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the Party taking action to enforce the agreement or award shall, upon prevailing, be entitled to recover from a non-complying Party (or if more than one non-complying Party, from all such Parties in equal proportions or jointly and severally, as allowed by law) all costs incurred in enforcing such agreement or award, including without limitation attorneys' fees and legal costs.

e. Limitation of Action Against Declarant Board, etc. In addition to compliance with the foregoing alternative dispute resolution procedures, the Claimant shall not, before or after the Turnover Date, initiate any action the Declarant, the Master Board, or an employee, an independent contractor, or an agent of the Declarant or Master Board related to the period prior to the Turnover Date for a Claim unless the following requirements are satisfied. This Section shall not be amended unless such amendment is approved by the Declarant in writing.

- (i) the legal action is approved in advance at a meeting where owners of at least fifty-one percent (51%) of the voting interests are: (i) present; or (ii) represented by a proxy specifically assigned for the purpose of voting to approve or deny the legal action at the meeting;
- (ii) the legal action is approved by vote in person or by proxy of Owners of the lesser of: (i) more than seventy-five percent (75%) in aggregate of the voting interests represented by those Members of the Master Community present at the meeting or represented by a proxy as described in Subsection (i); or (ii) more than fifty-one percent (51%) in aggregate of the voting interests in the Master Community;
- (iii) the Master Community provides each Sub-Association with the items described in Subsection (b);
- (iv) the Master Community establishes the trust described in Subsection (c);
- (v) the Master Community first: (i) notifies the person subject to the proposed action of the action and the basis of the Master Community's claim; and (ii) gives the person subject to the proposed action a reasonable opportunity to resolve the dispute that is the basis of the action.

Before Members of the Master Community may vote to approve an action described in Subsection (a), the Master Community shall provide each Member: (1) a written

notice that the association is contemplating legal action; and (2) after the Master Community consults with an attorney licensed to practice in the state, a written assessment of: (i) the likelihood that the legal action will succeed; (ii) the likely amount in controversy in the legal action; (iii) the likely cost of resolving the legal action to the Master Community's satisfaction; and (iv) the likely effect the legal action will have on a unit owner's or prospective unit buyer's ability to obtain financing for a unit while the legal action is pending.

g. Before the Master Community commences an arbitration action for a Claim described in Subsection (a), the Master Community shall (1) allocate an amount equal to ten percent (10%) of the cost estimated to resolve the legal action, not including attorney fees; and (2) place the amount described in Subsection (c)(1) in a trust that the association may only use to pay the costs to resolve the legal action;

h. This Section does not apply if the Master Community brings an arbitration action that has an amount in controversy of less than Seventy-Five Thousand Dollars (\$75,000);

i. This Section may not be amended without the written consent of the Declarant;
and

j. Any action related to an improvement of real property may not be commenced by a Claimant unless the dispute resolution process in this Section is commenced within four years from the date "completion" of an improvement on the Property. For the purposes of this Section "completion" shall have the meaning set forth in Utah Code 78B-2-225(1)(c).

k. Final and Binding Arbitration.

The Claimant shall have thirty (30) days following termination of such negotiations to submit the Claim to arbitration in accordance with the Arbitration Provisions attached hereto as Exhibit C or the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability to Claimant arising out of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to Persons not a Party to the foregoing proceedings.

This 5.5 is an agreement of the Bound Parties to arbitrate all Claims except Exempt Claims and is specifically enforceable under the applicable arbitration laws of the State of Utah. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Utah.

In the event a Bound Party is compelled by a court to arbitrate any Claim, that Bound Party shall be required to pay all the attorneys' fees and costs incurred by any other Bound Party in connection with compelling arbitration.

5.5 No Waiver. Failure by the Association or the Declarant to enforce any Restriction or provision herein contained, or contained in the Bylaws or Rule, in any certain instance or on any particular occasion shall not be deemed a waiver of such right of enforcement as to any such future breach of the same or any other Restriction or provision.

5.6 Cumulative Remedies and Limitation on Damages. All rights, options and remedies of Declarant, the Association, the Owners or the Lenders under this Declaration re cumulative, and no one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Lenders shall have the right to pursue any one or all of such rights, options and remedies or any other remedy or relief which may be provided by law, whether or not stated in this Declaration. Notwithstanding the foregoing or any other provision contained herein, Unit Owners may only seek recovery for actual accrued damages existing at that time under any action brought by or against the Association, Declarant, contractor or any other third party related to construction of any improvements on the Property, and no action, whether in law or equity, may be maintained or brought that seeks relief for future or potential monetary damages that may occur in the future.

5.7 Severability. Invalidation of any provision of this Master Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

5.8 Right to Enforce Sub-Association Governing Documents. The Master Community shall have the right, but not the obligation, to enforce the governing documents of the Sub-Associations if, in the opinion of the Master Board, the Sub-Association is failing to enforce their governing documents, including without limitation, declarations, bylaws and rules.

5.9 Rule Against Perpetuities. The rule against perpetuities and the rule against unreasonable restraints on alienation of real estate may not defeat or otherwise void a provision of this Master Declaration, the Articles, Bylaws, Plat, Rules, or other governing document of the Master Community. If for any reason the Master Declaration does not comply with the Act, such noncompliance does not render a lot or common area unmarketable or otherwise affect the title if the failure is insubstantial.

5.10 Interpretation. The provisions of this Master Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of the common area. The article and section headings have been inserted for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neuter shall each include the masculine, feminine, and neuter. Except for judicial construction, the Master Board shall have the exclusive right to construe and interpret the provisions of this Master Declaration. In the absence of any adjudication to the contrary by a court of competent jurisdiction, the Master Board's construction or interpretation of the provisions hereof shall be final, conclusive, and binding as to all persons and property benefited or bound by this Master Declaration.

5.11 Amendment. Any amendment to this Master Declaration shall require the affirmation of at least 67% of all the voting interests. The Master Board shall cause to be

delivered to the appointee of each Sub-Association a Notice of Members Meeting setting forth the purpose of the meeting and the substance of the amendment proposed. In such instrument an officer of the Master Community or member of the Master Board shall certify that the vote required by this Section for amendment has occurred, except for amendments unilaterally made by the Declarant.

5.12 Notice. Notice shall be sent as provided for in the Bylaws.

5.13 Property Manager. The Master Community may carry out through a property manager any of its functions which are properly the subject of delegation. Any property manager so engaged may be an independent contractor or an agent or employee of the Master Community. Such property manager shall be responsible for managing the Properties for the benefit of the Master Community and the owners, and shall, to the extent permitted by law and the terms of a management agreement with the Master Community, be authorized to perform any of the functions or acts required or permitted to be performed by the Master Community itself.

5.14 Terms of Property Management Agreement. Any agreement for professional management of the Properties, or any other contract providing for services of the Declarant, sponsor, or builder, may not exceed three (3) years. Any such agreement must provide for termination by either party without cause and without payment of termination fee or not more than ninety (90) but not less than thirty (30) days' written notice.

5.15 Rules and Regulations. The Master Board shall have the authority to promulgate and adopt Rules and Regulations as the Master Board deems necessary or desirable (i) to aid it in administering the affairs of the Master Community, and (ii) to establish penalties and fines for the infractions of any Rules and Regulations, this Master Declaration, or the Master Bylaws. The Master Board may adopt, amend, cancel, limit, create exceptions to, expand, or enforce rules and design criteria of the Master Community that are not inconsistent with this Master Declaration or the Act. Except in the case of imminent risk of harm, the Master Board shall give at least fifteen (15) days advance notice of the date and time the Master Board will meet to consider adopting, amending, canceling, limiting, creating exceptions to, expanding, or changing the procedures for enforcing rules and design criteria. The Master Board may provide in the notice a copy of the particulars of the rule or design criteria under consideration.

5.16 Declarant's Disclaimer of Representations. Anything to the contrary in this Master Declaration notwithstanding, and except as otherwise may be expressly set forth on a recorded plat or other instrument recorded in the office of the County Recorder of Washington County, Utah, Declarant makes no warranties or representations whatsoever that the plans presently envisioned or the complete development of the Property can or will be carried out, or that any land now owned or hereafter acquired by Declarant is or will be subjected to this Master Declaration or any other declaration, or that any such land (whether or not it has been subjected to this Master Declaration) is or will be committed to or developed for a particular (or any) use, or if that land is once used for a particular use, such use will continue in effect. Not as a limitation of the generality of the foregoing, Declarant expressly reserves the right at any time and from time to time to amend the Master Development Plan.

5.17 Public Infrastructure Development. The Properties are part of a Public Infrastructure Development (“PID”) and a disclosure concerning the PID is attached here to as Exhibit D.

ARTICLE VI ANNEXABLE TERRITORY

6.1 Annexation by Declarant. Declarant may expand the real property subject to this Master Declaration by the annexation of all or part of the Annexable Territory. The annexation of such land shall become effective and extend this Master Declaration to such real property upon the recordation of a supplementary declaration or similar instrument which:

- (a) describes the real property to be annexed or incorporated;
- (b) declares that the annexed real property is to be held, sold, conveyed, encumbered, leased, occupied, and improved as part of the Properties subject to this Master Declaration; and
- (c) sets forth such additional limitations, restrictions, covenants, conditions complementary additions to the covenants, conditions, and restrictions contained in this Master Declaration as are not inconsistent with this Master Declaration.

When such annexation becomes effective, said real property shall be subject to this Master Declaration and subject to the functions, powers, and jurisdiction of the Master Community.

Such annexation may be accomplished in one or more annexations.

6.2 Limitation on Annexation. Declarant’s right to annex said real property to the Properties shall be subject to the following limitations, conditions, and rights granted to the Declarant:

- (a) The annexed real property must be part of the Annexable Territory as of the date of this Master Declaration. However, Declarant reserves the right to expand the borders of Annexable Territory to real property contiguous to the property described in Exhibits A and B, but with no obligation to do so and no claim as to right, title or interest to said real property.

6.3 Expansion of Definitions. In the event the Properties are expanded, the definitions used in this Master Declaration automatically shall be expanded to encompass and refer to the Properties as so expanded.

Exhibit A
(Legal Description – Properties)

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Exhibit A
Boundary Description

Resort Center Black Desert Condominium Subdivision Boundary Description

Commencing at the East $\frac{1}{4}$ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North $01^{\circ}14'46''$ East, along the Section line, a distance of 111.53 feet; Thence North $00^{\circ}00'00''$ West, a distance of 706.28 feet, to the Point of Beginning; said point being on the Westerly right of way line of Weiskopf Way, said point being the beginning of a curve to the right, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 484.00 feet; thence Southerly along the arc of said curve, and said right of way line, through a central angle of $59^{\circ}43'40''$, a distance of 504.54 feet; Thence South $16^{\circ}17'40''$ West, along said right of way line, a distance of 187.76 feet; Thence North $46^{\circ}30'29''$ West, a distance of 37.40 feet; Thence North $80^{\circ}09'25''$ West, a distance of 237.76 feet; Thence South $86^{\circ}49'32''$ West, a distance of 286.15 feet; Thence South $32^{\circ}04'29''$ West, a distance of 60.75 feet; Thence North $70^{\circ}12'04''$ West, a distance of 37.57 feet; Thence North $08^{\circ}04'11''$ West, a distance of 107.58 feet; Thence South $85^{\circ}29'40''$ West, a distance of 68.71 feet; Thence North $38^{\circ}43'11''$ West, a distance of 87.89 feet; Thence South $57^{\circ}54'05''$ West, a distance of 42.58 feet; Thence South $29^{\circ}08'04''$ East, a distance of 15.58 feet; Thence South $80^{\circ}16'13''$ West, a distance of 33.11 feet; Thence North $11^{\circ}51'23''$ West, a distance of 9.42 feet; Thence South $82^{\circ}25'31''$ West, a distance of 3.11 feet; Thence North $10^{\circ}54'27''$ West, a distance of 1.38 feet; Thence South $79^{\circ}41'25''$ West, a distance of 29.74 feet; Thence North $09^{\circ}17'37''$ West, a distance of 9.36 feet; Thence South $81^{\circ}41'05''$ West, a distance of 18.44 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $79^{\circ}20'42''$ West, a radial distance of 24.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $233^{\circ}55'49''$, a distance of 97.99 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $86^{\circ}37'45''$ East, a radial distance of 407.60 feet; thence Northerly along the arc of said curve, through a central angle of $04^{\circ}39'09''$, a distance of 33.10 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $22^{\circ}47'31''$ East, a radial distance of 24.75 feet; thence Northerly along the arc of said curve, through a central angle of $131^{\circ}01'07''$, a distance of 56.60 feet to the beginning of a non-tangent curve to the right, of which the radius point lies South $79^{\circ}56'07''$ East, a radial distance of 312.97 feet; thence Northeasterly along the arc of said curve, through a central angle of $26^{\circ}57'03''$, a distance of 147.21 feet; Thence North $26^{\circ}00'32''$ West, a distance of 35.26 feet; Thence North $70^{\circ}25'49''$ West, a distance of 35.85 feet; Thence North $56^{\circ}22'22''$ East, a distance of 24.59 feet; Thence North $26^{\circ}30'51''$ West, a distance of 29.56 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.37 feet; Thence North $26^{\circ}20'36''$ West, a distance of 27.97 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.20 feet; Thence North $26^{\circ}30'51''$ West, a distance of 27.99 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.33 feet; Thence North $26^{\circ}30'51''$ West, a distance of 34.26 feet; Thence North $52^{\circ}14'22''$ West, a distance of 6.56 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $53^{\circ}00'38''$ West, a radial distance of 5.18 feet; thence Northerly along the arc of said curve, through a central angle of $51^{\circ}28'24''$, a distance of 4.65 feet to the beginning of a compound curve to the left having a radius of 44.26 feet and a central angle of $15^{\circ}22'34''$; thence Northerly along the arc of said curve, a distance of 11.88 feet to the beginning of a compound curve to the left having a radius of 38.43 feet and a central angle of $28^{\circ}06'15''$; thence Northwesterly along the arc of said curve, a distance of 18.85 feet; Thence North $15^{\circ}32'14''$ West, a distance of 56.11 feet to a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South $14^{\circ}10'07''$ East, a radial distance of 284.00 feet; thence Easterly along

the arc of said curve, and said line, through a central angle of $17^{\circ}48'28''$, a distance of 88.27 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 54.43 feet to the beginning of a curve to the right having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Southeasterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the left having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of $36^{\circ}52'12''$; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 547.00 feet and a central angle of $44^{\circ}40'30''$; thence Easterly along the arc of said curve, and said line, a distance of 426.51 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of $87^{\circ}36'10''$; thence Easterly along the arc of said curve, a distance of 35.17 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 142.56 feet to the Point of Beginning.

Containing 12.55 acres, more or less.

Weiskopf Way and Black Desert Drive Road Dedication Boundary Description

Commencing at the East $\frac{1}{4}$ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North $01^{\circ}14'46''$ East, along the Section line, a distance of 111.53 feet; Thence North $90^{\circ}00'00''$ West, a distance of 706.28 feet, to the Point of Beginning, said point being on the Westerly right of way line of Weiskopf Way; Thence North $43^{\circ}26'00''$ West, along said line, a distance of 142.56 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $87^{\circ}36'10''$; thence Westerly along the arc of said curve a distance of 35.17 feet a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a reverse curve to the right having a radius of 547.00 feet and a central angle of $44^{\circ}40'30''$; thence Westerly along the arc of said curve, and said right of way line, a distance of 426.51 feet; Thence North $86^{\circ}21'39''$ West, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $36^{\circ}52'12''$; thence Westerly along the arc of said curve, and said line, a distance of 14.80 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Westerly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Northwesterly along the arc of said curve, and said line, a distance of 20.63 feet; Thence North $86^{\circ}21'39''$ West, along said line, a distance of 54.43 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of $17^{\circ}48'28''$; thence Westerly along the arc of said curve, and said line, a distance of 88.27 feet; Thence North $14^{\circ}12'32''$ West, a distance of 32.00 feet to a point on the Northerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South $14^{\circ}10'22''$ East, a radial distance of 316.00 feet; thence Easterly along the arc of said curve, and said right of way line, through a central angle of $17^{\circ}48'42''$, a distance of 98.24 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 54.43 feet, to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Easterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet

and a central angle of $36^{\circ}52'12''$; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 101.38 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Northeasterly along the arc of said curve, and said line a distance of 36.13 feet; Thence South $89^{\circ}08'20''$ East, along said line, a distance of 32.04 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South $86^{\circ}21'39''$ East, a radial distance of 23.00 feet; thence Southeasterly along the arc of said curve, and said line, through a central angle of $94^{\circ}39'31''$, a distance of 38.00 feet to the beginning of a compound curve to the left having a radius of 493.00 feet and a central angle of $39^{\circ}30'22''$; thence Easterly along the arc of said curve, and said line, a distance of 339.93 feet to the beginning of a compound curve to the left having a radius of 23.00 feet and a central angle of $92^{\circ}54'28''$; thence Northerly along the arc of said curve, a distance of 37.30 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North $43^{\circ}26'00''$ West, along said line, a distance of 35.74 feet to the beginning of a curve to the right having a radius of 526.00 feet and a central angle of $32^{\circ}02'16''$; thence Northerly along the arc of said curve, and said right of way line a distance of 294.12 feet; thence North $11^{\circ}23'44''$ West, a distance of 346.72 feet to the beginning of a curve to the right having a radius of 316.00 feet and a central angle of $57^{\circ}30'31''$; thence Northerly 317.17 feet along said curve; thence North $46^{\circ}06'47''$ East, a distance of 37.70 feet to the beginning of a curve to the left having a radius of 32.00 feet and a central angle of $82^{\circ}03'22''$; thence Northerly 45.83 feet along said curve to a point on the Westerly right of way line of Snow Canyon Parkway; Thence South $43^{\circ}53'13''$ East, a distance of 87.25 feet along said right of way line to the beginning of a non-tangent curve concave to the South, having a radius of 32.00 feet of which the radius point lies South $38^{\circ}20'56''$ West; thence Westerly, a distance of 45.93 feet along said curve through a central angle of $82^{\circ}14'09''$ and a chord bearing of South $87^{\circ}13'51''$ West 42.09 feet to a point on the Southerly right of way line of said Weiskopf Way; thence South $46^{\circ}06'47''$ West, a distance of 37.69 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of $57^{\circ}30'31''$; thence Southerly, a distance of 285.06 feet along said curve; thence South $11^{\circ}23'44''$ East 346.72 feet to the beginning of a curve to the left having a radius of 494.00 feet and a central angle of $32^{\circ}02'16''$; thence Southeasterly, a distance of 276.23 feet along said curve; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 36.34 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Easterly along the arc of said curve a distance of 36.13 feet, to a point on the Northerly right of way line of said Black Desert Drive; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Northerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $46^{\circ}34'00''$ East, a radial distance of 23.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of $90^{\circ}00'00''$, a distance of 36.13 feet; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 73.00 feet and a central angle of $34^{\circ}17'07''$; thence Northeasterly along the arc of said curve, and said right of way line, a distance of 43.68 feet, to a point on the Westerly right of way line of Snow Canyon Parkway, said point being the beginning of a non-tangent curve to the left, of which the radius point lies North $67^{\circ}19'01''$ East, a radial distance of 110.00 feet; thence Southeasterly along the arc of said curve, and said right of way line, through a central angle of $42^{\circ}35'23''$, a distance of 81.77 feet to a point on the Southerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the left, of which the radius point lies South $08^{\circ}25'24''$ East, a radial distance of 73.00 feet; thence Southwesterly along the arc of said curve, and said right of way line,

through a central angle of $35^{\circ}00'36''$, a distance of 44.61 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 23.00 feet; thence Westerly along the arc of said curve, and said line, through a central angle of $90^{\circ}00'00''$, a distance of 36.13 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly along the arc of said curve a distance of 36.13 feet, to a point on the Easterly Right of way line of said Weiskopf Way; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 142.06 feet to the beginning of a curve to the right having a radius of 516.00 feet and a central angle of $59^{\circ}43'40''$; thence Southerly along the arc of said curve, and said right of way line, a distance of 537.90 feet; Thence South $16^{\circ}17'40''$ West, along said line, a distance of 187.76 feet; Thence North $73^{\circ}42'20''$ West, a distance of 32.00 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North $16^{\circ}17'40''$ East, along said right of way line, a distance of 187.76 feet to the beginning of a curve to the left having a radius of 484.00 feet and a central angle of $59^{\circ}43'40''$; thence Northerly along the arc of said curve and said right of way line, a distance of 504.54 feet to the Point of Beginning.

Containing: 3.12 acres, more or less.

Exhibit B
(Legal Description – Annexable Territory)

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EXHIBIT B
LEGAL DESCRIPTION

Parcel 1 (Blackrock Land/Ivins Resort Land)

BEGINNING AT THE EAST QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE ALONG THE SECTION LINE SOUTH $01^{\circ} 17' 15''$ WEST 66.40 FEET TO A POINT ON A 1498.67 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $60^{\circ} 48' 46''$ EAST);

THENCE ALONG THE ARC OF SAID CURVE 980.00 FEET THROUGH A CENTRAL ANGLE OF $37^{\circ} 27' 59''$ TO A POINT ON THE ARC OF A 1855.63 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH $85^{\circ} 28' 38''$ WEST);

THENCE ALONG THE ARC OF SAID CURVE 315.26 FEET THROUGH A CENTRAL ANGLE OF $09^{\circ} 44' 03''$ MORE OR LESS, TO A POINT ON THE NORTHEAST CORNER OF THE BOUNDARY ADJUSTMENT BETWEEN ST. GEORGE AND THE CITY OF SANTA CLARA, RECORDED AS ENTRY NUMBER 20070036968, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH;

THENCE ALONG SAID BOUNDARY ADJUSTMENT THE FOLLOWING THREE (3) COURSES:

SOUTH $28^{\circ} 17' 29''$ EAST 206.34 FEET;

THENCE SOUTH $11^{\circ} 24' 38''$ EAST 137.29 FEET;

THENCE SOUTH $48^{\circ} 56' 39''$ EAST 44.36 FEET;

THENCE LEAVING SAID BOUNDARY ADJUSTMENT SOUTH $72^{\circ} 05' 02''$ EAST 166.37 FEET;

THENCE SOUTH $06^{\circ} 23' 42''$ WEST 50.84 FEET;

THENCE NORTH $72^{\circ} 08' 10''$ WEST 60.27 FEET;

THENCE SOUTH $27^{\circ} 54' 55''$ WEST 71.02 FEET, MORE OR LESS, TO A POINT ON THE BOUNDARY OF ENTRADA AT SNOW CANYON CHACO BENCH PHASE 2, RECORDED AS ENTRY NUMBER 815565, OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH, SAID POINT ALSO BEING ON THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $19^{\circ} 07' 30''$ WEST);

THENCE COINCIDENT WITH SAID BOUNDARY IN THE FOLLOWING FIVE (5) COURSES:

WESTERLY ALONG THE ARC OF SAID CURVE 150.13 FEET THROUGH A CENTRAL ANGLE OF $28^{\circ} 40' 19''$ TO THE POINT OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE 18.78 FEET THROUGH A CENTRAL ANGLE OF $43^{\circ} 02' 57''$ TO THE POINT OF A 50.00 FOOT RADIUS REVERSE CURVE;

THENCE ALONG THE ARC OF SAID CURVE 124.23 FEET THROUGH A CENTRAL ANGLE OF $142^{\circ} 21' 08''$; THENCE NORTH $78^{\circ} 51' 01''$ WEST 174.68 FEET;

THENCE SOUTH $55^{\circ} 30' 38''$ WEST 81.08 FEET;

THENCE LEAVING SAID SUBDIVISION BOUNDARY NORTH $36^{\circ} 04' 49''$ WEST 91.49 FEET TO A POINT ON THE ARC OF A 2045.30 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $77^{\circ} 11' 59''$ WEST);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 1110.42 FEET THROUGH A CENTRAL ANGLE OF $31^{\circ} 06' 24''$ TO A POINT ON THE ARC OF A 790.92 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH $86^{\circ} 48' 03''$ WEST);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 575.73 FEET THROUGH A CENTRAL ANGLE OF $41^{\circ} 42' 25''$; TO A POINT ON THE ARC OF A 292.10 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH $00^{\circ} 06' 00''$ EAST);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 816.97 FEET THROUGH A CENTRAL ANGLE OF $160^{\circ} 15' 00''$ TO A POINT ON THE ARC OF A 402.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH $43^{\circ} 24' 15''$ WEST);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 708.63 FEET THROUGH A CENTRAL ANGLE OF $100^{\circ} 56' 13''$;

THENCE SOUTH $25^{\circ} 27' 55''$ WEST 215.30 FEET TO A POINT ON THE ARC OF A 457.31 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH $23^{\circ} 24' 32''$ EAST);

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE 806.09 FEET THROUGH A CENTRAL ANGLE OF $100^{\circ} 59' 43''$, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF SECTIONAL LOT 1 OF SAID SECTION 4;

THENCE ALONG SAID LINE SOUTH $88^{\circ} 46' 57''$ EAST 225.17 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF SAID SECTIONAL LOT 1;

THENCE ALONG THE WEST LINE OF SECTIONAL LOT 1 NORTH $00^{\circ} 40' 51''$ EAST 366.58 FEET, MORE OR LESS TO THE SOUTHERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY AS RECORDED IN THE OFFICIAL RECORDS OF WASHINGTON COUNTY, UTAH;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING FIVE (5) COURSES: SOUTH $43^{\circ} 53' 13''$

EAST 1331.96 FEET TO THE POINT OF A 100.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE 84.11 FEET THROUGH A CENTRAL ANGLE OF $48^{\circ} 11' 29''$ TO THE POINT OF A 110.00 FOOT RADIUS REVERSE CURVE;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 191.86 FEET THROUGH A CENTRAL ANGLE OF $99^{\circ} 56' 03''$ TO THE POINT OF A 100.00 FOOT RADIUS REVERSE CURVE;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE 25.35 FEET THROUGH A CENTRAL ANGLE OF $43^{\circ} 10' 21''$;

THENCE SOUTH $50^{\circ} 30' 18''$ EAST 695.11 FEET;

THENCE SOUTH $43^{\circ} 12' 29''$ WEST 169.49 FEET TO A POINT ON THE CENTER SECTION LINE OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 216 WEST, SALT LAKE BASE AND MERIDIAN;

THENCE ALONG SAID CENTER SECTION LINE NORTH $89^{\circ} 06' 55''$ WEST 133.42 FEET TO THE POINT OF BEGINNING.

Parcel 2 (Black Desert Lava Land)

BEGINNING AT A POINT ON THE SECTION LINE OF SECTION 4, SAID POINT BEING NORTH 88°22'39" WEST 1721.135 FEET ALONG THE SECTION LINE FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE SOUTH 00° 33' 31" WEST 387.26 FEET;

THENCE NORTH 89° 01' 30" WEST 21.23 FEET;

THENCE SOUTH 58° 15' 40" WEST 62.38 FEET;

THENCE SOUTH 33° 46' 48" WEST 35.83 FEET;

THENCE NORTH 56° 13' 13" WEST 114.80 FEET;

THENCE SOUTH 66° 05' 43" WEST 19.19 FEET;

THENCE SOUTH 35° 54' 47" WEST 58.69 FEET;

THENCE SOUTH 89° 31' 42" WEST 75.48 FEET;

THENCE NORTH 30° 53' 35" WEST 30.73 FEET;

THENCE NORTH 07° 15' 30" EAST 267.84 FEET TO A POINT ON THE ARC OF A 289.24 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS NORTH 21° 48' 15" WEST);

THENCE ALONG THE ARC OF SAID CURVE 822.11 FEET THROUGH A CENTRAL ANGLE OF 162° 51' 15"; THENCE NORTH 75° 43' 02" WEST 33.59 FEET;

THENCE NORTH 17° 21' 44" EAST 81.38 FEET;

THENCE NORTH 46° 31' 13" WEST 148.40 FEET;

THENCE SOUTH 46° 44' 32" WEST 134.91 FEET;

THENCE SOUTH 20° 38' 03" EAST 146.43 FEET;

THENCE SOUTH 47° 49' 10" WEST 65.48 FEET;

THENCE NORTH 51° 09' 55" WEST 289.79 FEET;

THENCE NORTH 50° 16' 03" WEST 142.64 FEET;

THENCE NORTH 07° 02' 53" WEST 102.53 FEET;

THENCE NORTH 48° 26' 31" WEST 52.23 FEET;

THENCE SOUTH 40° 03' 44" WEST 71.43 FEET;

THENCE NORTH 88° 53' 05" WEST 108.34 FEET;

THENCE NORTH 25° 38' 39" WEST 162.26 FEET;

THENCE NORTH 33° 08' 02" WEST 33.97 FEET;

THENCE NORTH 23° 06' 22" EAST 79.62 FEET;

THENCE NORTH 66° 53' 38" WEST 109.11 FEET;

THENCE SOUTH 24° 35' 29" WEST 197.59 FEET;

THENCE SOUTH 17° 53' 18" WEST 262.15 FEET;

THENCE NORTH 54° 46' 09" WEST 250.52 FEET;

THENCE SOUTH 28° 47' 28" WEST 128.32 FEET;

THENCE NORTH 69° 06' 29" WEST 254.93 FEET;

THENCE NORTH 19° 32' 08" WEST 227.87 FEET TO A POINT ON THE ARC OF A 97.06 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 80° 16' 09" EAST);

THENCE ALONG THE ARC OF SAID CURVE 146.56 FEET THROUGH A CENTRAL ANGLE OF 86° 30'

45";

THENCE NORTH 82° 38' 33" EAST 73.87 FEET;

THENCE NORTH 19° 24' 22" WEST 95.20 FEET;

THENCE SOUTH 88° 11' 23" WEST 61.53 FEET;

THENCE NORTH 84° 30' 44" WEST 325.81 FEET MORE OR LESS, TO THE WEST 1/16TH LINE OF SECTION 4;

THENCE ALONG THE 1/16TH LINE NORTH $00^{\circ} 30' 58''$ EAST 2800.60 FEET;
THENCE LEAVING THE WEST 1/16TH LINE SOUTH $88^{\circ} 46' 57''$ EAST 1868.78 FEET TO A 655.00
FOOT RADIUS CURVE TO THE LEFT;
THENCE ALONG THE ARC OF SAID CURVE 402.80 FEET THROUGH A CENTRAL ANGLE OF
 $35^{\circ} 14' 06''$ TO A POINT ON THE SOUTHERLY LINE OF SECTIONAL LOT 1 OF SAID SECTION 4;
THENCE ALONG SAID SECTIONAL LOT LINE SOUTH $88^{\circ} 46' 57''$ EAST 205.20 FEET TO A
POINT ON THE ARC OF A 457.31 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT
(RADIUS POINT BEARS SOUTH $55^{\circ} 35' 45''$ EAST);
THENCE ALONG THE ARC OF SAID CURVE 806.09 FEET THROUGH A CENTRAL ANGLE OF
 $100^{\circ} 59' 43''$;
THENCE NORTH $25^{\circ} 27' 55''$ EAST 215.30 FEET TO A POINT ON THE ARC OF A 402.24 FOOT
RADIUS NON TANGENT CURVE TO THE RIGHT (RADIUS POINT BEARS SOUTH $35^{\circ} 39' 32''$
WEST);
THENCE ALONG THE ARC OF SAID CURVE 708.63 FEET THROUGH A CENTRAL ANGLE OF
 $100^{\circ} 56' 13''$ TO A POINT ON THE ARC OF A 292.10 FOOT RADIUS NON-TANGENT CURVE TO
THE LEFT (RADIUS POINT BEARS SOUTH $19^{\circ} 39' 00''$ EAST);
THENCE ALONG THE ARC OF SAID CURVE 816.97 FEET THROUGH A CENTRAL ANGLE OF
 $160^{\circ} 15' 00''$ TO A POINT ON THE ARC OF A 790.92 FOOT RADIUS NON-TANGENT CURVE TO
THE RIGHT (RADIUS POINT BEARS SOUTH $51^{\circ} 29' 33''$ WEST);
THENCE ALONG THE ARC OF SAID CURVE 575.73 FEET THROUGH A CENTRAL ANGLE OF
 $41^{\circ} 42' 25''$ TO A POINT ON THE ARC OF A 2045.30 FOOT RADIUS NON-TANGENT CURVE TO
THE RIGHT (RADIUS POINT BEARS SOUTH $46^{\circ} 05' 35''$ WEST);
THENCE ALONG THE ARC OF SAID CURVE 1110.42 FEET THROUGH A CENTRAL ANGLE OF
 $31^{\circ} 06' 24''$; THENCE SOUTH $36^{\circ} 04' 49''$ EAST 91.49 FEET;
THENCE NORTH $55^{\circ} 30' 38''$ EAST 81.08 FEET;
THENCE SOUTH $07^{\circ} 15' 15''$ WEST 177.97 FEET;
THENCE SOUTH $03^{\circ} 00' 48''$ EAST 121.58 FEET;
THENCE NORTH $89^{\circ} 03' 14''$ WEST 536.82 FEET;
THENCE SOUTH $01^{\circ} 20' 41''$ WEST 437.82 FEET;
THENCE SOUTH $28^{\circ} 12' 40''$ EAST 179.05 FEET TO A POINT ON THE ARC OF A 340.00 FOOT
RADIUS NON-TANGENT CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH $17^{\circ} 59' 42''$
EAST);
THENCE ALONG THE ARC OF SAID CURVE 118.75 FEET THROUGH A CENTRAL ANGLE OF
 $20^{\circ} 00' 43''$; THENCE NORTH $15^{\circ} 00' 00''$ WEST 137.40 TO THE SOUTH LINE OF SAID SECTION 4;
THENCE NORTH $88^{\circ} 22' 39''$ WEST 743.85 FEET TO THE POINT OF BEGINNING.

Parcel 3 (Black Desert Lava Land)

BEGINNING AT A POINT ON THE NORTH 1/16TH LINE OF SECTION 4, AND ON A 655.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 34°01'03" WEST), SAID POINT BEING NORTH 88°22'39" WEST 1804.81 FEET ALONG THE SECTION LINE AND NORTH 00° 00' 00" EAST 3988.05 FEET FROM THE SOUTHEAST CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF SAID CURVE 402.80 FEET THROUGH A CENTRAL ANGLE OF 35° 14' 06";

THENCE NORTH 88° 46' 57" WEST 1868.78 FEET, MORE OR LESS, TO THE WEST 1/16TH LINE OF SECTION 4;

THENCE ALONG THE WEST 1/16TH LINE NORTH 00° 30' 58" EAST 120.01 FEET, MORE OR LESS, TO THE NORTH 1/16TH LINE;

THENCE ALONG THE NORTH 1/16TH LINE SOUTH 88° 46' 57" EAST 2248.14 FEET TO THE POINT OF BEGINNING.

Parcel 4 (SCLLC Land)

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST ½ OF THE EAST ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF SECTION 9, SAID POINT BEING NORTH 88°22'39" WEST 1721.135 FEET ALONG THE SECTION LINE AND SOUTH 00°33'31" WEST 387.26 FEET FROM THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE SOUTH 00°33'31" WEST 1636.855 FEET;

THENCE SOUTH 88°41'13" EAST 341.27 FEET TO A POINT ON THE WEST LOT LINE OF SECTIONAL LOT 4, SAID SECTION 9;

THENCE ALONG SAID SECTIONAL LOT LINE SOUTH 00°38'30" WEST 674.07 FEET TO THE SOUTHWEST CORNER OF SAID SECTIONAL LOT 4;

THENCE SOUTH 00°46'06" WEST 336.57 FEET TO THE SOUTHWEST CORNER OF THE NORTH ½ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 9;

THENCE SOUTH 88°52'31" EAST 339.61 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF THE NORTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 9;

THENCE SOUTH 00°53'01" WEST 499.73 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF THE NORTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 9;

THENCE ALONG THE EASTERLY LINE OF AN 80' POWER LINE EASEMENT THE FOLLOWING TWO

(2) COURSES: SOUTH 62°05'51" EAST 149.92 FEET;

THENCE SOUTH 04°35'29" EAST 321.21 FEET TO THE NORTH LINE OF 2000 NORTH STREET;

THENCE ALONG SAID NORTH LINE NORTH 56°26'40" WEST 261.89 FEET, MORE OR LESS, TO THE NORTH LINE OF PIONEER PARKWAY;

THENCE ALONG SAID NORTH LINE AS FOLLOWS: NORTH 00°55'15" EAST 9.46 FEET;

THENCE NORTH 56°33'02" WEST 175.70 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 29°05'36", HAVING A RADIUS OF 482.91 FEET (RADIUS POINT BEARS SOUTH 33°26'58" WEST), AND WHOSE CHORD BEARS NORTH 71°05'50" WEST 242.58 FEET;

THENCE ALONG THE ARC OF SAID CURVE 245.21 FEET;

THENCE NORTH 85°38'38" WEST 615.60 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 06°26'58", HAVING A RADIUS OF 402.91 FEET (RADIUS POINT BEARS NORTH 04°21'22" EAST), AND WHOSE CHORD BEARS NORTH 82°25'09" WEST 45.33 FEET;

THENCE ALONG THE ARC OF SAID CURVE 45.35 FEET;

THENCE NORTH 79°11'40" WEST 380.66 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 32°11'10", HAVING A RADIUS OF 402.91 FEET (RADIUS POINT BEARS NORTH 10°48'20" EAST), AND WHOSE CHORD BEARS NORTH 63°06'05" WEST 223.37 FEET;

THENCE ALONG THE ARC OF SAID CURVE 226.34 FEET TO THE ORIGINAL SANTA CLARA BENCH IRRIGATION COMPANY RIGHT-OF-WAY LINE THAT IS PARALLEL TO AND 24.75 FEET EASTERLY OF THE NORTH-SOUTH RUNNING CENTER SECTION LINE OF SAID SECTION 9;

THENCE NORTH 00°19'02" EAST 731.84 FEET ALONG SAID PARALLEL LINE TO THE ORIGINAL SANTA CLARA BENCH IRRIGATION COMPANY RIGHT-OF-WAY LINE THAT IS PARALLEL TO AND 24.75 FEET NORTHERLY OF THE EAST-WEST RUNNING CENTER SECTION LINE;

THENCE NORTH 88°46'56" WEST 614.34 FEET ALONG SAID PARALLEL LINE TO THE BOUNDARY LINE OF A UTILITY SUB-STATION (DOCUMENT # 20100005742);

THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING FIVE (5) COURSES: NORTH 65°03'55" EAST 40.43 FEET;

THENCE SOUTH 61°24'21" EAST 28.69 FEET;

THENCE NORTH 64°08'47" EAST 203.31 FEET;

THENCE NORTH 25°51'13" WEST 173.00 FEET;

THENCE SOUTH 64°08'47" WEST 202.88 FEET TO THE EAST BOUNDARY OF A WASH PARCEL (DOCUMENT # 20130034239);

THENCE ALONG SAID WASH BOUNDARY LINE THE FOLLOWING NINETEEN (19) COURSES:

NORTH 44°02'46" WEST 134.61 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64°06'04", HAVING A RADIUS OF 50.00 FEET (RADIUS POINT BEARS NORTH 45°57'14" EAST), AND WHOSE CHORD BEARS NORTH 11°59'44" WEST 53.07 FEET;

THENCE ALONG THE ARC OF SAID CURVE 55.94 FEET;

THENCE NORTH 20°03'18" EAST 33.01 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 43°43'59", HAVING A RADIUS OF 50.00 FEET (RADIUS POINT BEARS NORTH 69°56'42" WEST), AND WHOSE CHORD BEARS NORTH 01°48'42" WEST 37.24 FEET;

THENCE ALONG THE ARC OF SAID CURVE 38.16 FEET TO THE BEGINNING OF A COMPOUND CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 36°18'43", HAVING A RADIUS OF 250.00 FEET (RADIUS POINT BEARS SOUTH 66°19'19" WEST), AND WHOSE CHORD BEARS NORTH 41°50'03" WEST 155.80 FEET;

THENCE ALONG THE ARC OF SAID CURVE 158.44 FEET;

THENCE NORTH 59°59'24" WEST 184.84 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 18°38'38", HAVING A RADIUS OF 250.00 FEET (RADIUS POINT BEARS NORTH 30°00'36" EAST), AND WHOSE CHORD BEARS NORTH 50°40'05" WEST 80.99 FEET;

THENCE ALONG THE ARC OF SAID CURVE 81.35 FEET;

THENCE NORTH 41°20'46" WEST 83.03 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 37°25'11", HAVING A RADIUS OF 350.00 FEET (RADIUS POINT BEARS SOUTH 48°39'14" WEST), AND WHOSE CHORD BEARS NORTH 60°03'21" WEST 224.54 FEET;

THENCE ALONG THE ARC OF SAID CURVE 228.58 FEET;

THENCE NORTH 78°45'57" WEST 36.58 FEET;

THENCE SOUTH 72°31'05" WEST 52.03 FEET;

THENCE NORTH 78°45'57" WEST 22.13 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 93°50'05", HAVING A RADIUS OF 75.00 FEET (RADIUS POINT BEARS NORTH 11°14'03" EAST), AND WHOSE CHORD BEARS NORTH 31°50'55" WEST 109.56 FEET;

THENCE ALONG THE ARC OF SAID CURVE 122.83 FEET;

THENCE NORTH 15°04'08" EAST 318.54 FEET;

THENCE NORTH 00°28'02" EAST 53.61 FEET;

THENCE NORTH 18° 17' 02" WEST 99.64 FEET;

THENCE NORTH 68° 12' 53" WEST 237.23 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 37°55'26", HAVING A RADIUS OF 750.00 FEET (RADIUS POINT BEARS NORTH 21°47'07" EAST), AND WHOSE CHORD BEARS NORTH 49°15'10" WEST 487.41 FEET;

THENCE ALONG THE ARC OF SAID CURVE 496.42 FEET;

THENCE NORTH 30° 17' 27" WEST 302.68 FEET, MORE OR LESS, TO THE SOUTH LOT LINE OF LOT 5 IN BLOCK 28 OF THE SAINT GEORGE AND SANTA CLARA BENCH IRRIGATION COMPANY SURVEY;

THENCE SOUTH 89°14'26" EAST 135.79 FEET, MORE OR LESS, ALONG SAID SOUTH LOT LINE TO THE EAST LOTLINE OF SAID LOT 5;
THENCE NORTH 00°33'04" EAST 671.91 FEET ALONG THE EAST LOT LINE OF SAID LOT 5 TO THE NORTH SECTION LINE OF SECTION 9;
THENCE SOUTH 89°19'28" EAST 666.52 FEET ALONG THE NORTH SECTION LINE OF SAID SECTION TO THE WEST 1/16TH LINE OF SECTION 4;
THENCE ALONG THE 1/16TH LINE NORTH 00°30'58" EAST 1,075.38 FEET;
THENCE LEAVING SAID 1/16TH LINE SOUTH 84° 30' 44" EAST 325.94 FEET;
THENCE NORTH 88° 11' 23" EAST 61.53 FEET;
THENCE SOUTH 19° 24' 22" EAST 95.20 FEET;
THENCE SOUTH 82° 38' 33" WEST 73.87 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 88°30'45", HAVING A RADIUS OF 97.06 FEET (RADIUS POINT BEARS SOUTH 13°13'06" EAST), AND WHOSE CHORD BEARS SOUTH 33°31'31" WEST 133.03 FEET;
THENCE ALONG THE ARC OF SAID CURVE 146.56 FEET;
THENCE SOUTH 19°32'08" EAST 227.87 FEET;
THENCE SOUTH 69°06'29" EAST 264.93 FEET;
THENCE NORTH 28°47'28" EAST 128.32 FEET;
THENCE SOUTH 54°46'09" EAST 250.52 FEET;
THENCE NORTH 17°53'18" EAST 262.15 FEET;
THENCE NORTH 24°35'29" EAST 197.59 FEET;
THENCE SOUTH 66°53'38" EAST 109.11 FEET;
THENCE SOUTH 23°06'22" WEST 79.62 FEET;
THENCE SOUTH 33°08'02" EAST 33.97 FEET;
THENCE SOUTH 25°38'39" EAST 162.26 FEET;
THENCE SOUTH 88°53'05" EAST 108.34 FEET;
THENCE NORTH 40°03'44" EAST 71.43 FEET;
THENCE SOUTH 48°26'31" EAST 52.23 FEET;
THENCE SOUTH 07°02'53" EAST 102.53 FEET;
THENCE SOUTH 50°16'03" EAST 142.64 FEET;
THENCE SOUTH 51°09'56" EAST 289.79 FEET;
THENCE NORTH 47°49'10" EAST 65.48 FEET;
THENCE NORTH 20°58'03" WEST 146.43 FEET;
THENCE NORTH 46°44'32" EAST 134.91 FEET;
THENCE SOUTH 46°31'13" EAST 148.40 FEET;
THENCE SOUTH 17°21'44" WEST 81.38 FEET;
THENCE SOUTH 75°43'02" EAST 33.59 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 162°51'15", HAVING A RADIUS OF 289.24 FEET (RADIUS POINT BEARS SOUTH 04°39'30" EAST), AND WHOSE CHORD BEARS SOUTH 13°13'53" EAST 572.01 FEET;
THENCE ALONG THE ARC OF SAID CURVE 822.11 FEET;
THENCE SOUTH 07°15'30" WEST 59.80 FEET;
THENCE SOUTH 07°15'30" WEST 211.05 FEET;
THENCE SOUTH 30°53'35" EAST 30.73 FEET;
THENCE NORTH 89°31'42" EAST 75.48 FEET;
THENCE NORTH 35°54'47" EAST 58.69 FEET;
THENCE NORTH 66°05'43" EAST 19.19 FEET;
THENCE SOUTH 56°13'12" EAST 114.80 FEET;
THENCE NORTH 33°46'48" EAST 35.83 FEET;
THENCE NORTH 58°15'40" EAST 62.38 FEET;

Parcel 5 (Conservation Hill / NRC Land)

BEGINNING AT THE WEST $\frac{1}{4}$ CORNER OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING

THENCE ALONG THE CENTER OF SECTION LINE SOUTH $89^{\circ} 06' 55''$ EAST 133.42 FEET;

THENCE LEAVING SAID CENTER OF SECTION LINE NORTH $43^{\circ} 12' 29''$ EAST 169.49 FEET, MORE

OR LESS, TO THE RIGHT OF WAY LINE OF SNOW CANYON PARKWAY;

THENCE ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: SOUTH $50^{\circ} 30'$

$18''$ EAST 173.93 FEET TO A POINT ON A 590.00 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS SOUTH $56^{\circ} 47' 56''$ EAST 129.36 FEET);

THENCE 129.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $12^{\circ} 35' 16''$;

THENCE SOUTH $63^{\circ} 05' 34''$ EAST 214.04 FEET;

THENCE LEAVING SAID RIGHT OF WAY SOUTH $37^{\circ} 39' 43''$ WEST 7.59 FEET;

THENCE SOUTH $06^{\circ} 10' 29''$ EAST 597.68 FEET;

THENCE SOUTH $14^{\circ} 21' 04''$ EAST 340.65 FEET;

THENCE SOUTH $54^{\circ} 52' 36''$ WEST 495.33 FEET;

THENCE SOUTH $51^{\circ} 42' 13''$ WEST 364.64 FEET;

THENCE SOUTH $37^{\circ} 32' 12''$ WEST 61.48 FEET;

THENCE SOUTH $06^{\circ} 20' 12''$ WEST 40.49 FEET;

THENCE SOUTH $06^{\circ} 25' 10''$ WEST 33.55 FEET;

THENCE NORTH $72^{\circ} 05' 02''$ WEST 167.37 FEET;

THENCE NORTH $48^{\circ} 36' 39''$ WEST 44.36 FEET;

THENCE NORTH $11^{\circ} 24' 38''$ WEST 137.29 FEET;

THENCE NORTH $28^{\circ} 17' 29''$ WEST 206.34 FEET TO A POINT ON A NON-TANGENTIAL 1,855.63 FOOT RADIUS CURVE TO THE LEFT (LONG CHORD BEARS NORTH $09^{\circ} 23' 24''$ EAST 314.88 FEET);

THENCE 315.26 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF

$09^{\circ} 44' 03''$ TO A POINT ON A NON-TANGENTIAL 1,498.67 FOOT RADIUS REVERSE CURVE TO THE RIGHT (LONG CHORD BEARS NORTH $10^{\circ} 27' 14''$ EAST 962.63 FEET);

THENCE 980.00 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF $37^{\circ} 27' 59''$ TO THE SECTION LINE OF SECTION 3;

THENCE ALONG SAID SECTION LINE NORTH $01^{\circ} 17' 15''$ EAST 64.40 FEET TO THE POINT OF

BEGINNING.

Parcel 6 (North Village)

BEGINNING AT A POINT WHICH LIES SOUTH 88°43'01" EAST 174.23 FEET ALONG THE SECTION LINE AND SOUTH 41.26 FEET FROM THE NORTH QUARTER CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ALSO ON THE SOUTHERLY RIGHT OF WAY LINE OF SNOW CANYON PARKWAY AND RUNNING THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING FOUR COURSES; SOUTH 88°43'01" EAST 109.11 FEET TO THE POINT OF A 460.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°18'04", A DISTANCE OF 452.01 FEET TO THE POINT OF A REVERSE CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 57°35'03" EAST 790.00 FEET DISTANT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°28'16"; A DISTANCE OF 158.16 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 43°53'13" EAST 849.37 FEET; THENCE SOUTH 0°41'23" WEST 368.83 FEET TO THE SOUTHEAST CORNER OF SECTIONAL LOT 1 OF SAID SECTION 4; THENCE NORTH 88°47'13" WEST 1352.63 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°46'07" WEST 425.56 FEET TO THE SOUTHEAST CORNER OF LOT 30 OF PADRE CANYON ESTATES PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDS OF WASHINGTON COUNTY; THENCE NORTH 0°45'46" EAST 317.43 FEET TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE SOUTH 89°24'44" EAST 224.81 FEET; THENCE SOUTH 89°14'01" EAST 220.65 FEET; THENCE NORTH 1°24'55" EAST 442.42 FEET TO A POINT OF A CURVE TO THE RIGHT, THE RADIUS POINT OF WHICH BEARS SOUTH 57°10'23" EAST 495.45 FEET DISTANT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 7°51'0", A DISTANCE OF 67.88 FEET TO THE POINT OF A REVERSE CURVE TO THE LEFT, THE RADIUS POINT OF WHICH BEARS NORTH 49°19'22" WEST 558.71 FEET DISTANT; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 39°23'39", A DISTANCE OF 384.15 FEET TO THE POINT OF TANGENCY; THENCE NORTH 1°16'59" EAST 92.00 FEET TO THE POINT OF A 30.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 47.12 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 31.53 ACRES

Less and Excepting the following two Tracts of Land:

Parcel A (Resort Center Black Desert Condominium Subdivision Boundary Description)

Commencing at the East $\frac{1}{4}$ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North $01^{\circ}14'46''$ East, along the Section line, a distance of 111.53 feet; Thence North $90^{\circ}00'00''$ West, a distance of 706.28 feet, to the Point of Beginning; said point being on the Westerly right of way line of Weiskopf Way, said point being the beginning of a curve to the right, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 484.00 feet; thence Southerly along the arc of said curve, and said right of way line, through a central angle of $59^{\circ}43'40''$, a distance of 504.54 feet; Thence South $16^{\circ}17'40''$ West, along said right of way line, a distance of 187.76 feet; Thence North $46^{\circ}30'29''$ West, a distance of 37.40 feet; Thence North $80^{\circ}09'25''$ West, a distance of 237.76 feet; Thence South $86^{\circ}49'32''$ West, a distance of 286.15 feet; Thence South $32^{\circ}04'29''$ West, a distance of 60.75 feet; Thence North $70^{\circ}12'04''$ West, a distance of 37.57 feet; Thence North $08^{\circ}04'11''$ West, a distance of 107.58 feet; Thence South $85^{\circ}29'40''$ West, a distance of 68.71 feet; Thence North $38^{\circ}43'11''$ West, a distance of 87.89 feet; Thence South $57^{\circ}54'05''$ West, a distance of 42.58 feet; Thence South $29^{\circ}08'04''$ East, a distance of 15.58 feet; Thence South $80^{\circ}16'13''$ West, a distance of 33.11 feet; Thence North $11^{\circ}51'23''$ West, a distance of 9.42 feet; Thence South $82^{\circ}25'31''$ West, a distance of 3.11 feet; Thence North $10^{\circ}54'27''$ West, a distance of 1.38 feet; Thence South $79^{\circ}41'25''$ West, a distance of 29.74 feet; Thence North $09^{\circ}17'37''$ West, a distance of 9.36 feet; Thence South $81^{\circ}41'05''$ West, a distance of 18.44 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $79^{\circ}20'42''$ West, a radial distance of 24.00 feet; thence Northwesterly along the arc of said curve, through a central angle of $233^{\circ}55'49''$, a distance of 97.99 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $86^{\circ}37'45''$ East, a radial distance of 407.60 feet; thence Northerly along the arc of said curve, through a central angle of $04^{\circ}39'09''$, a distance of 33.10 feet to the beginning of a non-tangent curve to the right, of which the radius point lies North $22^{\circ}47'31''$ East, a radial distance of 24.75 feet; thence Northerly along the arc of said curve, through a central angle of $131^{\circ}01'07''$, a distance of 56.60 feet to the beginning of a non-tangent curve to the right, of which the radius point lies South $79^{\circ}56'07''$ East, a radial distance of 312.97 feet; thence Northeasterly along the arc of said curve, through a central angle of $26^{\circ}57'03''$, a distance of 147.21 feet; Thence North $26^{\circ}00'32''$ West, a distance of 35.26 feet; Thence North $70^{\circ}25'49''$ West, a distance of 35.85 feet; Thence North $56^{\circ}22'22''$ East, a distance of 24.59 feet; Thence North $26^{\circ}30'51''$ West, a distance of 29.56 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.37 feet; Thence North $26^{\circ}20'36''$ West, a distance of 27.97 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.20 feet; Thence North $26^{\circ}30'51''$ West, a distance of 27.99 feet; Thence North $85^{\circ}59'09''$ East, a distance of 4.33 feet; Thence North $26^{\circ}30'51''$ West, a distance of 34.26 feet; Thence North $52^{\circ}14'22''$ West, a distance of 6.56 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $53^{\circ}00'38''$ West, a radial distance of 5.18 feet; thence Northerly along the arc of said curve, through a central angle of $51^{\circ}28'24''$, a distance of 4.65 feet to the beginning of a compound curve to the left having a radius of 44.26 feet and a central angle of $15^{\circ}22'34''$; thence Northerly along the arc of said curve, a distance of 11.88 feet to the beginning of a compound curve to the left having a radius of 38.43 feet and a central angle of $28^{\circ}06'15''$; thence Northwesterly along the arc of said curve, a

distance of 18.85 feet; Thence North 15°32'14" West, a distance of 56.11 feet to a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South 14°10'07" East, a radial distance of 284.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of 17°48'28", a distance of 88.27 feet; Thence South 86°21'39" East, along said line, a distance of 54.43 feet to the beginning of a curve to the right having a radius of 23.00 feet and a central angle of 51°23'28"; thence Southeasterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the left having a radius of 39.50 feet and a central angle of 88°15'40"; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of 36°52'12"; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South 86°21'39" East, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 547.00 feet and a central angle of 44°40'30"; thence Easterly along the arc of said curve, and said line, a distance of 426.51 feet to the beginning of a reverse curve to the right having a radius of 23.00 feet and a central angle of 87°36'10"; thence Easterly along the arc of said curve, a distance of 35.17 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence South 43°26'00" East, along said line, a distance of 142.56 feet to the Point of Beginning.

Containing: 12.55 acres, more or less.

Parcel B (Weiskopf Way and Black Desert Drive Road Dedication Boundary Description)

Commencing at the East ¼ Corner of Section 4, Township 42 South, Range 16 West, Salt Lake Base and Meridian; Thence North 01°14'46" East, along the Section line, a distance of 111.53 feet; Thence North 90°00'00" West, a distance of 706.28 feet, to the Point of Beginning, said point being on the Westerly right of way line of Weiskopf Way; Thence North 43°26'00" West, along said line, a distance of 142.56 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 87°36'10"; thence Westerly along the arc of said curve a distance of 35.17 feet a point on the Southerly right of way line of Black Desert Drive, said point being the beginning of a reverse curve to the right having a radius of 547.00 feet and a central angle of 44°40'30"; thence Westerly along the arc of said curve, and said right of way line, a distance of 426.51 feet; Thence North 86°21'39" West, along said line, a distance of 141.21 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of 36°52'12"; thence Westerly along the arc of said curve, and said line, a distance of 14.80 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of 88°15'40"; thence Westerly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet and a central angle of 51°23'28"; thence Northwesterly along the arc of said curve, and said line, a distance of 20.63 feet; Thence North 86°21'39" West, along said line, a distance of 54.43 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of 17°48'28"; thence Westerly along the arc of said curve, and said line, a distance of 88.27 feet; Thence North 14°12'32" West, a distance of 32.00 feet to a point on the Northerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the right, of which the radius point lies South 14°10'22" East, a radial distance of 316.00 feet; thence Easterly along the arc of

said curve, and said right of way line, through a central angle of $17^{\circ}48'42''$, a distance of 98.24 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 54.43 feet, to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $51^{\circ}23'28''$; thence Easterly along the arc of said curve, and said line, a distance of 20.63 feet to the beginning of a reverse curve to the right having a radius of 39.50 feet and a central angle of $88^{\circ}15'40''$; thence Easterly along the arc of said curve, and said line, a distance of 60.85 feet to the beginning of a reverse curve to the left having a radius of 23.00 feet and a central angle of $36^{\circ}52'12''$; thence Easterly along the arc of said curve, and said line, a distance of 14.80 feet; Thence South $86^{\circ}21'39''$ East, along said line, a distance of 101.38 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Northeasterly along the arc of said curve, and said line a distance of 36.13 feet; Thence South $89^{\circ}08'20''$ East, along said line, a distance of 32.04 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South $86^{\circ}21'39''$ East, a radial distance of 23.00 feet; thence Southeasterly along the arc of said curve, and said line, through a central angle of $94^{\circ}39'31''$, a distance of 38.00 feet to the beginning of a compound curve to the left having a radius of 493.00 feet and a central angle of $39^{\circ}30'22''$; thence Easterly along the arc of said curve, and said line, a distance of 339.93 feet to the beginning of a compound curve to the left having a radius of 23.00 feet and a central angle of $92^{\circ}54'28''$; thence Northerly along the arc of said curve, a distance of 37.30 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North $43^{\circ}26'00''$ West, along said line, a distance of 35.74 feet to the beginning of a curve to the right having a radius of 526.00 feet and a central angle of $32^{\circ}02'16''$; thence Northerly along the arc of said curve, and said right of way line a distance of 294.12 feet; thence North $11^{\circ}23'44''$ West, a distance of 346.72 feet to the beginning of a curve to the right having a radius of 316.00 feet and a central angle of $57^{\circ}30'31''$; thence Northerly 317.17 feet along said curve; thence North $46^{\circ}06'47''$ East, a distance of 37.70 feet to the beginning of a curve to the left having a radius of 32.00 feet and a central angle of $82^{\circ}03'22''$; thence Northerly 45.83 feet along said curve to a point on the Westerly right of way line of Snow Canyon Parkway; Thence South $43^{\circ}53'13''$ East, a distance of 87.25 feet along said right of way line to the beginning of a non-tangent curve concave to the South, having a radius of 32.00 feet of which the radius point lies South $38^{\circ}20'56''$ West; thence Westerly, a distance of 45.93 feet along said curve through a central angle of $82^{\circ}14'09''$ and a chord bearing of South $87^{\circ}13'51''$ West 42.09 feet to a point on the Southerly right of way line of said Weiskopf Way; thence South $46^{\circ}06'47''$ West, a distance of 37.69 feet to the beginning of a curve to the left having a radius of 284.00 feet and a central angle of $57^{\circ}30'31''$; thence Southerly, a distance of 285.06 feet along said curve; thence South $11^{\circ}23'44''$ East 346.72 feet to the beginning of a curve to the left having a radius of 494.00 feet and a central angle of $32^{\circ}02'16''$; thence Southeasterly, a distance of 276.23 feet along said curve; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 36.34 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Easterly along the arc of said curve a distance of 36.13 feet, to a point on the Northerly right of way line of said Black Desert Drive; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Northerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies North $46^{\circ}34'00''$ East, a radial distance of 23.00 feet; thence Easterly along the arc of said curve, and said line, through a central angle of $90^{\circ}00'00''$, a distance of 36.13 feet; Thence North $46^{\circ}34'00''$ East, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 73.00 feet and a central angle of $34^{\circ}17'07''$; thence Northeasterly along the arc of said curve, and said right of way line, a distance of 43.68 feet, to a point on the Westerly right

of way line of Snow Canyon Parkway, said point being the beginning of a non-tangent curve to the left, of which the radius point lies North $67^{\circ}19'01''$ East, a radial distance of 110.00 feet; thence Southeasterly along the arc of said curve, and said right of way line, through a central angle of $42^{\circ}35'23''$, a distance of 81.77 feet to a point on the Southerly right of way line of said Black Desert Drive, said point being the beginning of a non-tangent curve to the left, of which the radius point lies South $08^{\circ}25'24''$ East, a radial distance of 73.00 feet; thence Southwesterly along the arc of said curve, and said right of way line, through a central angle of $35^{\circ}00'36''$, a distance of 44.61 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 66.12 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly along the arc of said curve, and said line, a distance of 36.13 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 32.00 feet to the beginning of a non-tangent curve to the left, of which the radius point lies South $46^{\circ}34'00''$ West, a radial distance of 23.00 feet; thence Westerly along the arc of said curve, and said line, through a central angle of $90^{\circ}00'00''$, a distance of 36.13 feet; Thence South $46^{\circ}34'00''$ West, along said line, a distance of 302.08 feet to the beginning of a curve to the left having a radius of 23.00 feet and a central angle of $90^{\circ}00'00''$; thence Southerly along the arc of said curve a distance of 36.13 feet, to a point on the Easterly Right of way line of said Weiskopf Way; Thence South $43^{\circ}26'00''$ East, along said line, a distance of 142.06 feet to the beginning of a curve to the right having a radius of 516.00 feet and a central angle of $59^{\circ}43'40''$; thence Southerly along the arc of said curve, and said right of way line, a distance of 537.90 feet; Thence South $16^{\circ}17'40''$ West, along said line, a distance of 187.76 feet; Thence North $73^{\circ}42'20''$ West, a distance of 32.00 feet, to a point on the Westerly right of way line of said Weiskopf Way; Thence North $16^{\circ}17'40''$ East, along said right of way line, a distance of 187.76 feet to the beginning of a curve to the left having a radius of 484.00 feet and a central angle of $59^{\circ}43'40''$; thence Northerly along the arc of said curve and said right of way line, a distance of 504.54 feet to the Point of Beginning.

Containing: 3.12 acres, more or less.

Exhibit C
(Arbitration Provisions)

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Arbitration Provisions

1. Dispute Resolution.

The Bound Parties hereby agree that the arbitration provisions set forth in these Arbitration Provisions are binding on each of them. As a result, any attempt to rescind or declare these Arbitration Provisions invalid or unenforceable for any reason is subject to these Arbitration Provisions.

2. Arbitration.

Any Claim must be submitted to arbitration ("Arbitration") to be conducted exclusively in Washington County, Utah and pursuant to the terms set forth in these Arbitration Provisions. The Bound Parties agree that the award of the arbitrator rendered pursuant to Paragraph 4 below (the "Arbitration Award") shall be (a) final and binding upon the Bound Parties, (b) the sole and exclusive remedy between them regarding any Claim, claims, counterclaims, issues, or accountings presented or pleaded to the arbitrator, and (c) promptly payable in United States dollars free of any tax, deduction, or offset (with respect to monetary awards). Any costs or fees, including without limitation attorneys' fees, incurred in connection with or incident to enforcing the Arbitration Award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. Judgment upon the Arbitration Award may be entered and enforced by any state court sitting in Washington County, Utah.

3. The Arbitration Act.

The Bound Parties hereby incorporate herein the provisions and procedures set forth in the Utah Uniform Arbitration Act, U.C.A. § 78B-11-101 et seq. (as amended or superseded from time to time, the "Arbitration Act"). Notwithstanding the foregoing, pursuant to, and to the maximum extent permitted by, Section 105 of the Arbitration Act, in the event of conflict or variation between the terms of these Arbitration Provisions and the provisions of the Arbitration Act, the terms of these Arbitration Provisions shall control and the Bound Parties hereby waive or otherwise agree to vary the effect of all requirements of the Arbitration Act that may conflict with or vary from these Arbitration Provisions.

4. Arbitration Proceedings.

Arbitration between Bound Parties will be subject to the following:

4.1. Initiation of Arbitration.

The Bound Parties agree that any of the Bound Parties may initiate Arbitration (“Arbitration Claimant”) by giving written notice (the “Arbitration Notice”) to one or more of any of the other Bound Parties (collectively, “Arbitration Respondent”) using any method of service authorized for the commencement of a civil action under the Utah Rules of Civil Procedure (“Service”). The Arbitration Notice must describe the nature of the controversy, the identity of the Arbitration Respondent, the remedies sought, and the election to commence Arbitration proceedings. All Claims in the Arbitration Notice must be pleaded consistent with the Utah Rules of Civil Procedure.

4.2. Selection and Payment of Arbitrator.

4.2.1. Arbitration Claimant and Arbitration Respondent shall make good faith efforts to agree on an arbitrator from the roster of arbitrators maintained by Utah ADR Services (<http://www.utahadrservices.com>). If the Arbitration Claimant and Arbitration Respondent cannot agree to an arbitrator, Arbitration Claimant or Arbitration Respondent may seek the appointment of an arbitrator by filing an action in the Fifth Judicial District Court of Utah sitting in Washington County and requesting via a motion that the court appoint an arbitrator.

4.2.2. The date that an arbitrator is selected or appointed pursuant to this Paragraph 4.2 and agrees in a writing (including via email) to serve as the arbitrator hereunder is referred to herein as the “Arbitration Commencement Date.” If an arbitrator resigns or is unable to act during the Arbitration, a replacement arbitrator shall be chosen in accordance with this Paragraph 4.2 to continue the Arbitration. If Utah ADR Services ceases to exist or to provide a list of neutrals or qualified arbitrators, then the arbitrator shall be selected under the then prevailing rules of the American Arbitration Association.

4.2.3. The cost of the arbitrator must be paid equally by the parties to the Arbitration.

4.3. Applicability of Certain Utah Rules.

The Bound Parties agree that the Arbitration shall be conducted generally in accordance with the Utah Rules of Civil Procedure and the Utah Rules of Evidence. More specifically, the Utah Rules of Civil Procedure shall apply, without limitation, to the filing of any pleadings, motions, or memoranda, the conducting of discovery, and the taking of any depositions. The Utah Rules of Evidence shall apply to any hearings, whether telephonic or in person, held by the arbitrator. Notwithstanding the foregoing, it is the Bound Parties’ intent that the incorporation of such rules will in no event supersede

these Arbitration Provisions. In the event of any conflict between the Utah Rules of Civil Procedure or the Utah Rules of Evidence and these Arbitration Provisions, these Arbitration Provisions shall control.

4.4. Answer and Default.

The Arbitration Respondent shall deliver to the arbitrator and all parties to the Arbitration an answer and any counterclaims or crossclaims related to the Arbitration Notice within twenty (20) calendar days after the Arbitration Commencement Date.

4.5. Discovery.

The Bound Parties agree that discovery shall be conducted as follows:

- 4.5.1. Written discovery will only be allowed if the likely benefits of the proposed written discovery outweigh the burden or expense thereof, and the written discovery sought is likely to reveal information that will satisfy a specific element of a claim or defense already pleaded in the Arbitration. The party seeking written discovery shall always have the burden of showing that all of the standards and limitations set forth in these Arbitration Provisions are satisfied.
- 4.5.2. Unless otherwise agreed to in writing by the Bound Parties, no party shall be allowed (i) more than fifteen (15) interrogatories (including discrete subparts), (ii) more than fifteen (15) requests for admission (including discrete subparts), (iii) more than ten (10) document requests (including discrete subparts), or (iv) more than three (3) depositions (excluding expert depositions) for a maximum of seven (7) hours per deposition. The costs associated with depositions will be borne by the party taking the deposition. Further, the party defending the deposition will submit a notice to the party taking the deposition of the estimated attorneys' fees that such party expects to incur in connection with defending (but not preparing for) the deposition. If the party defending the deposition fails to submit an estimate of attorneys' fees within five (5) calendar days of its receipt of a deposition notice, then such party shall be deemed to have waived its right to the estimated attorneys' fees. The party taking the deposition must pay the party defending the deposition the estimated attorneys' fees prior to taking the deposition, unless such obligation is deemed to be waived as set forth in the immediately preceding sentence. If the party taking the deposition believes that the estimated attorneys' fees are unreasonable, such party may submit the issue to the arbitrator for a decision. All depositions of Bound Parties will be taken in Washington County, Utah.
- 4.5.3. All discovery requests (including document production requests included in deposition notices) must be submitted in writing to the arbitrator and the other party. The party submitting the written discovery requests must include with such discovery requests a detailed explanation of how the proposed discovery requests satisfy the requirements of these Arbitration Provisions and the Utah Rules of

Civil Procedure. The receiving party will then be allowed, within five (5) calendar days of receiving the proposed discovery requests, to submit to the arbitrator an estimate of the attorneys' fees and costs associated with responding to such written discovery requests and a written challenge to each applicable discovery request. After receipt of an estimate of attorneys' fees and costs and/or challenge(s) to one or more discovery requests, the arbitrator will within three (3) calendar days make a finding as to the likely attorneys' fees and costs associated with responding to the discovery requests and issue an order that (i) requires the requesting party to prepay the attorneys' fees and costs associated with responding to the discovery requests, and (ii) requires the responding party to respond to the discovery requests as limited by the arbitrator within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. If a party entitled to submit an estimate of attorneys' fees and costs and/or a challenge to discovery requests fails to do so within such 5-day period, the arbitrator will make a finding that (A) there are no attorneys' fees or costs associated with responding to such discovery requests, and (B) the responding party must respond to such discovery requests (as may be limited by the arbitrator) within twenty-five (25) calendar days of the arbitrator's finding with respect to such discovery requests. Any party submitting any written discovery requests to another party, including without limitation interrogatories, requests for production, or requests for admissions, must prepay the estimated attorneys' fees and costs, before the responding party has any obligation to produce or respond to the same, unless such obligation is deemed waived as set forth above.

4.5.4. In order to allow a written discovery request, the arbitrator must find that the discovery request satisfies the standards set forth in these Arbitration Provisions and the Utah Rules of Civil Procedure. The arbitrator must strictly enforce these standards. If a discovery request does not satisfy any of the standards set forth in these Arbitration Provisions or the Utah Rules of Civil Procedure, the arbitrator may modify such discovery request to satisfy the applicable standards, or strike such discovery request in whole or in part.

4.5.5. Each party may submit expert reports (and rebuttals thereto), provided that such reports must be submitted within sixty (60) days of the Arbitration Commencement Date. Each party will be allowed a maximum of two (2) experts unless the arbitrator orders otherwise. Expert reports must contain the following: (i) a complete statement of all opinions the expert will offer at any hearing or arbitration and the basis and reasons for them; (ii) the expert's name and qualifications, including a list of all the expert's publications within the preceding ten (10) years, and a list of any other cases in which the expert has testified at trial, hearing, arbitration, or in a deposition or prepared a report within the preceding ten (10) years; and (iii) the compensation to be paid for the expert's report and testimony. The Bound Parties are entitled to depose any other party's expert witness one (1) time for no more than four (4) hours. An expert may not

testify in a party's case-in-chief concerning any matter not fairly disclosed in the expert report.

4.6. Dispositive Motions

Each party shall have the right to submit dispositive motions pursuant to the Utah Rules of Civil Procedure (a "Dispositive Motion"). Within seven (7) calendar days of delivery of the Dispositive Motion the other party shall deliver to the arbitrator and to the other party a memorandum in opposition to the Dispositive Motion (the "Memorandum in Opposition"). Within seven (7) calendar days of delivery of the Memorandum in Opposition, as applicable, the party that submitted the Dispositive Motion shall deliver to the arbitrator and to the other party a reply memorandum to the Memorandum in Opposition ("Reply Memorandum"). If the applicable party shall fail to deliver the Memorandum in Opposition as required above, or if the other party fails to deliver the Reply Memorandum as required above, then the applicable party shall lose its right to so deliver the same, and the Dispositive Motion shall proceed regardless.

4.7. Confidentiality.

All information disclosed by any party (or such party's agents) during the Arbitration process (including without limitation information disclosed during the discovery process) shall be considered confidential in nature. Each party agrees not to disclose any confidential information received during the Arbitration process and from the other party (or its agents) (including without limitation during the discovery process) unless (a) prior to or after the time of disclosure such information becomes public knowledge or part of the public domain, not as a result of any inaction or action of the receiving party or its agents, (b) such information is required by a court order, subpoena, or similar legal obligation to be disclosed if such receiving party has notified the other party thereof in writing and given it a reasonable opportunity to obtain a protective order from a court of competent jurisdiction prior to disclosure, or (c) such information is disclosed to the receiving party's agents, representatives, and legal counsel on a need to know basis who each agree in writing not to disclose such information to any third party. The arbitrator is hereby authorized and directed to issue a protective order to prevent the disclosure of privileged information and confidential information upon the written request of any party.

4.8. Authorization; Timing; Scheduling Order

Subject to all other portions of these Arbitration Provisions, the Bound Parties hereby authorize and direct the arbitrator to take such actions and make such rulings as may be necessary to carry out the Bound Parties' intent for the Arbitration proceedings to be efficient and expeditious. The Bound Parties hereby agree that an Arbitration Award must be made within one hundred twenty (180) calendar days after the Arbitration Commencement Date. The arbitrator is hereby authorized and directed to hold a scheduling conference within ten (10) calendar days after the Arbitration Commencement Date in order to establish a scheduling order with various binding deadlines for hearings,

discovery, expert testimony, and the submission of documents by the Bound Parties to enable the arbitrator to render a decision prior to the end of such 180-day period.

4.9. Relief.

The arbitrator shall have the right to award or include in the Arbitration Award (or in a preliminary ruling) any relief which the arbitrator deems proper under the circumstances, including, without limitation, specific performance and injunctive relief, provided that the arbitrator may not award exemplary or punitive damages.

4.10. Fees and Costs.

As part of the Arbitration Award, the arbitrator is hereby directed to require the losing party to (a) pay the full amount of any unpaid costs and fees of the Arbitration, and (b) reimburse the prevailing party for all reasonable attorneys' fees, arbitrator costs and fees, deposition costs, other discovery costs, and other expenses, costs, or fees paid or otherwise incurred by the prevailing party in connection with the Arbitration.

5. Miscellaneous.

5.1. Severability.

If any part of these Arbitration Provisions is found to violate or be illegal under applicable law, then such provision shall be modified to the minimum extent necessary to make such provision enforceable under applicable law, and the remainder of the Arbitration Provisions shall remain unaffected and in full force and effect.

5.2. Governing Law.

These Arbitration Provisions shall be governed by the laws of the State of Utah without regard to the conflict of laws principles therein.

5.3. Interpretation.

The headings of these Arbitration Provisions are for convenience of reference only and shall not form part of, or affect the interpretation of, these Arbitration Provisions.

5.4. Waiver.

No waiver of any provision of these Arbitration Provisions shall be effective unless it is in the form of a writing signed by the party granting the waiver.

Exhibit D
(PID Disclosure)

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EXHIBIT D

DISCLOSURE OF PUBLIC INFRASTRUCTURE DISTRICT

BLACK DESERT PUBLIC INFRASTRUCTURE DISTRICT (the "District") hereby provides this notice of its creation and existence. The boundaries of the District are located in Washington County, State of Utah, and more particularly described as follows:

See **Exhibit "A"** attached and incorporated herein with this reference.

All of the property within the Master Community are within the District. A copy of the District's Governing Document is on file with Ivins City, Utah. The District may finance and repay infrastructure and other improvements through the levy of a property tax. The maximum debt mill levy of the District is .01 per dollar of taxable value, subject to adjustment as provided under Section 17B-2a-1207(8), Utah Code Annotated 1953, as may be amended from time to time. A limited tax bond issued by the District may be converted to a general obligation bond if allowed under Section 17B-2a-1207(3)(d), Utah Code Annotated 1953, as may be amended from time to time. As of May 2022, the mill levy of the District pursuant to the bonds that were issued in fall of 2021 is .00815 per dollar of taxable value.

Disclosure regarding impact of any applicable property tax under maximum mill levy:
Under the maximum property tax rate of the District, a residence valued at \$500,000 would have an additional annual property tax of \$5,000 for the duration of the District's Bonds. A business property valued at \$500,000 would have an additional annual property tax of \$5,000 for the duration of the District's Bonds.

Disclosure regarding impact of presently applicable mill levy of .00815 per dollar of taxable value effective May 2022: Under present property tax rate of the District, a residence valued at \$500,000 would have an additional annual property tax of \$4,075 for the duration of the District's Bonds at the presently effective mill rate. A business property valued at \$500,000 would have an additional annual property tax of \$4,075 for the duration of the District's Bonds at the presently effective mill rate.

Exhibit
PID Boundary Description

BEGINNING AT THE EAST ¼ CORNER OF SECTION 4, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 01°17'15" WEST 1329.40 FEET ALONG THE SECTION LINE; THENCE NORTH 88°27'56" WEST 197.75 FEET ALONG THE NORTH LINE OF SECTIONAL LOT 9 OF SAID SECTION 4; THENCE SOUTH 28°17'29" EAST 206.34 FEET; THENCE SOUTH 11°24'38" EAST 137.29 FEET; THENCE SOUTH 48°56'39" EAST 44.36 FEET; THENCE SOUTH 87°54'14" EAST 35.96 FEET; THENCE SOUTH 82°30'25" EAST 127.57 FEET; THENCE SOUTH 06°23'42" WEST 84.40 FEET; THENCE NORTH 72°08'10" WEST 60.27 FEET; THENCE SOUTH 27°54'55" WEST 70.65 FEET TO A POINT ON THE NORTH BOUNDARY LINE OF "ENTRADA AT SNOW CANYON -PHASE 2-" SUBDIVISION, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE, ENTRADA AT SNOW CANYON -PHASE 2-" SUBDIVISION, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE, SUBDIVISION, SAID POINT ALSO BEING AT THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°46'20", HAVING A RADIUS OF 300.00 FEET (RADIUS POINT BEARS SOUTH 19°13'30" WEST), AND WHOSE CHORD BEARS NORTH 85°09'40" WEST 149.07 FEET; THENCE RUNNING ALONG THE NORTH BOUNDARY OF SAID SUBDIVISION IN THE FOLLOWING FOUR COURSES: WESTERLY ALONG THE ARC OF SAID CURVE 150.65 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°02'57", HAVING A RADIUS OF 25.00 FEET (RADIUS POINT BEARS NORTH 09°32'50" WEST), AND WHOSE CHORD BEARS NORTH 78°01'22" WEST 18.35 FEET; THENCE ALONG THE ARC OF SAID CURVE 18.78 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 142°21'08", HAVING A RADIUS OF 50.00 FEET (RADIUS POINT BEARS SOUTH 33°30'07" WEST), AND WHOSE CHORD BEARS SOUTH 52°19'33" WEST 94.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 124.23 FEET; THENCE NORTH 78°51'01" WEST 174.68 FEET; THENCE SOUTH 55°30'38" WEST 81.08 FEET; THENCE NORTH 36°04'49" WEST 91.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°28'05", HAVING A RADIUS OF 2045.30 FEET (RADIUS POINT BEARS SOUTH 77°11'59" WEST), AND WHOSE CHORD BEARS NORTH 20°02'03" WEST 515.09 FEET; THENCE ALONG THE ARC OF SAID CURVE 516.46 FEET TO THE NORTH LINE OF SAID SECTIONAL LOT 9; THENCE NORTH 88°27'56" WEST 2087.65 FEET ALONG THE NORTH LINE OF SECTIONAL LOTS 9 AND 8 OF SAID SECTION 4 TO THE NORTH-SOUTH CENTER SECTION LINE OF SAID SECTION 4; THENCE NORTH 88°56'23" WEST 1329.94 FEET ALONG THE SOUTH 1/16 LINE OF SAID SECTION 4; THENCE NORTH 00°34'52" EAST 1334.33 FEET ALONG THE WEST 1/16 LINE TO THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 4; THENCE NORTH 00°23'18" EAST 1324.37 FEET ALONG SAID WEST 1/16 LINE TO THE SOUTHWEST CORNER OF SECTIONAL LOT 2 OF SAID SECTION 4, SAID POINT ALSO BEING ON THE SOUTH BOUNDARY LINE OF "PADRE CANYON ESTATES UNIT 1 - PADRE CANYON ESTATES UNIT 1 - PHASE 1" SUBDIVISION; THENCE SOUTH 88°47'01" EAST 899.84 FEET ALONG SAID SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; SUBDIVISION; THENCE SOUTH 88°47'01" EAST 899.84 FEET ALONG SAID

SOUTH BOUNDARY LINE TO THE SOUTHEAST CORNER OF LOT 30 OF SAID SUBDIVISION; THENCE NORTH $00^{\circ}45'46''$ EAST 317.65 FEET ALONG THE EAST BOUNDARY LINE OF SAID SUBDIVISION TO THE NORTHEAST CORNER OF SAID LOT 30; THENCE LEAVING SAID SUBDIVISION BOUNDARY RUNNING SOUTH $89^{\circ}24'44''$ EAST 224.81 FEET; THENCE SOUTH $89^{\circ}14'01''$ EAST 220.65 FEET; THENCE NORTH $01^{\circ}24'55''$ EAST 442.44 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF $07^{\circ}51'01''$, HAVING A RADIUS OF 495.45 FEET (RADIUS POINT BEARS SOUTH $57^{\circ}10'23''$ EAST), AND WHOSE CHORD BEARS NORTH $36^{\circ}45'07''$ EAST 67.83 FEET; THENCE ALONG THE ARC OF SAID CURVE 67.88 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF $39^{\circ}23'39''$, HAVING A RADIUS OF 558.71 FEET (RADIUS POINT BEARS NORTH $49^{\circ}19'22''$ WEST), AND WHOSE CHORD BEARS NORTH $20^{\circ}58'49''$ EAST 376.62 FEET; THENCE ALONG THE ARC OF SAID CURVE 384.15 FEET; THENCE NORTH $01^{\circ}16'59''$ EAST 92.00 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, HAVING A RADIUS OF 30.00 FEET (RADIUS POINT BEARS NORTH $88^{\circ}43'01''$ WEST), AND WHOSE CHORD BEARS NORTH $43^{\circ}43'01''$ WEST 42.43 FEET; THENCE ALONG THE ARC OF SAID CURVE 47.12 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF "SNOW CANYON PARKWAY"; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING EIGHT COURSES: SOUTH $88^{\circ}43'01''$ EAST 109.12 FEET TO THE SNOW CANYON PARKWAY; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING EIGHT COURSES: SOUTH $88^{\circ}43'01''$ EAST 109.12 FEET TO THE ; RUNNING THENCE ALONG SAID RIGHT OF WAY LINE IN THE FOLLOWING EIGHT COURSES: SOUTH $88^{\circ}43'01''$ EAST 109.12 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF $56^{\circ}18'02''$, HAVING A RADIUS OF 460.00 FEET (RADIUS POINT BEARS SOUTH $01^{\circ}17'00''$ WEST), AND WHOSE CHORD BEARS SOUTH $60^{\circ}33'59''$ EAST 434.04 FEET; THENCE ALONG THE ARC OF SAID CURVE 452.01 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF $11^{\circ}28'15''$, HAVING A RADIUS OF 790.00 FEET (RADIUS POINT BEARS NORTH $57^{\circ}35'03''$ EAST), AND WHOSE CHORD BEARS SOUTH $38^{\circ}09'05''$ EAST 157.90 FEET; THENCE ALONG THE ARC OF SAID CURVE 158.16 FEET; THENCE SOUTH $43^{\circ}53'13''$ EAST 2181.61 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF $48^{\circ}11'23''$, HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH $46^{\circ}06'47''$ WEST), AND WHOSE CHORD BEARS SOUTH $19^{\circ}47'32''$ EAST 81.65 FEET; THENCE ALONG THE ARC OF SAID CURVE 84.11 FEET TO THE BEGINNING OF A REVERSE CURVE, SAID CURVE TURNING TO THE LEFT THROUGH A CENTRAL ANGLE OF $99^{\circ}56'13''$, HAVING A RADIUS OF 110.00 FEET (RADIUS POINT BEARS SOUTH $85^{\circ}41'50''$ EAST), AND WHOSE CHORD BEARS SOUTH $45^{\circ}39'56''$ EAST 168.45 FEET; THENCE ALONG THE ARC OF SAID CURVE 191.865 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH A CENTRAL ANGLE OF $43^{\circ}10'19''$, HAVING A RADIUS OF 100.00 FEET (RADIUS POINT BEARS SOUTH $03^{\circ}55'23''$ EAST), AND WHOSE CHORD BEARS SOUTH $72^{\circ}20'14''$ EAST 73.58 FEET; THENCE ALONG THE ARC OF SAID CURVE 75.35 FEET; THENCE SOUTH $50^{\circ}30'18''$ EAST 695.11 FEET; THENCE SOUTH $43^{\circ}12'29''$ WEST 169.49 FEET TO THE EAST-WEST CENTER SECTION LINE OF SECTION 3, TOWNSHIP 42 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE

NORTH 89°06'55" WEST 133.42 FEET ALONG SAID CENTER SECTION LINE TO THE POINT OF BEGINNING. CONTAINING 12,123,152 SQUARE FEET OR 278.309 ACRES.

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