

David Hamblin  
199 W 2025 S CIR  
Unit #37  
St. George, 84770

DOC # 2023009553

Agreement Page 1 of 11  
Gary Christensen Washington County Recorder  
04/07/2023 12:44:49 PM Fee \$ 40.00  
By HAMBLIN DAVID



## AMENDED AND RESTATED JOINT USE AGREEMENT

Mirage Estates Owners Association – La Mirage Owners Association

This Joint Use and Operation Agreement is entered into by and between Mirage Estates Owners Association, a Utah non-profit corporation (the "PUD Association") established for the administration of Mirage Estates Phases 1 - 4, a planned unit development (the "PUD Project"), and La Mirage Owners Association, a non-profit corporation (hereafter the "Condominium Association") established for the administration of La Mirage Phase No. 1, a condominium project (the "Condominium Project").

### Recitals

A. This Amended and Restated Joint Use Agreement supersedes and replaces that Joint Use Agreement recorded May 20, 1993, as Entry No. 00434043, in the records of the Washington County Recorder, Utah.

B. The Condominium Project consists of 20 residential units, a swimming pool, clubhouse, roadway, parking areas, and related common elements and areas which are governed by the Condominium Association.

C. The PUD Project consists of phases 1 through 4 of the Mirage Estates planned unit development and contains 71 lots.

D. The swimming pool, clubhouse, main roadway, and the utility easements in the common areas and facilities in the Condominium Project were developed with the view of their potential to service more than the number of units contained within the Condominium Project.

E. The financial support of PUD Project owners for the common area and facilities of the Condominium Project is beneficial to the Condominium Association and the availability of facilities is beneficial to the PUD Project owners.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants of the parties and for other good and valuable consideration, receipt of which is acknowledged by each of the parties, the parties covenant and agree as follows:

### 1. Joint Use of Facilities

1.1 **Pool and Clubhouse.** The provisions of this Article allowing use of the swimming pool, clubhouse and surrounding landscape, including ponds, and walkways, in the common areas and facilities in the Condominium Project ("Pool and Clubhouse") shall apply to such owners of lots

within the PUD Project as determined by the PUD Association (“Permitted Users”) on an annual basis, provided, however, that the total number of Permitted Users may not exceed 71.

1.1.1 Right of Use. Permitted Users shall have the right of use of the Pool and Clubhouse, as well as the right of use of three designated parking spaces adjacent to the Pool and Clubhouse, all in the same manner and with the same rights of use and obligations as are possessed by members of the Condominium Association, including any right to accompany guests or any right to delegate the right of use to renters. Such use and Permitted Users shall be subject to the rules of the Condominium Association governing the use of the Pool and Clubhouse and parking (“Rules”) which are generally applicable to members of that association. Permitted Users may not use any parking space within the Condominium Project other than the three designated spaces.

1.1.2 Reservations. The Pool and Clubhouse may be reserved for occasional use by a Permitted User in accordance with any procedures determined by the Condominium Association from time to time. A cleaning deposit may be paid in advance by the Permitted User in the amount approved by the Joint Cost Analysis Board (defined below) from time to time.

1.1.3 Enforcement. Any right of the PUD Association to suspend or limit the rights of its own individual members to use common area and facilities in accordance with its declaration, articles, bylaws and rules shall extend to the Pool and Clubhouse as if that facility were common area in the PUD Project. The Condominium Association shall cooperate in barring individual PUD Association members delinquent in their PUD Association dues from access to the Pool and Clubhouse. Upon violation of the Rules by a Permitted User, including upon notification by the Condominium Association of a violation of the Rules by a Permitted User, the PUD Association shall issue a violation notice to the Permitted User and may levy fines and pursue enforcement as permitted by law. The PUD Association shall at all times ensure its governing documents authorize the Association to lawfully levy fines against Permitted Users who violate the Rules and otherwise enforce against such violations.

1.2 Main Road. Each owner of a lot within the PUD Project shall have the right to use the main roadway within the Condominium Project, as such main roadway is shown on the plat map for the Condominium Project (the “Main Road”). The Main Road is currently known as Mirage Way and that part of Oasis Drive shown as part of the Condominium Project on its plat map.

**2. Facilities Expenses**

2.1 Share of Expenses. The PUD Association shall pay to the Condominium Association a proportionate share of the Facilities Expenses. “Facilities Expenses” means:

- (1) the expenses of operation by the Condominium Association of the Pool and Clubhouse, including (without limitation) maintenance, repair and replacement costs, real property taxes, property and liability insurance, and utility charges, and
- (2) the expenses of maintenance, repair and replacement of the Main Road and of the three parking spaces designated for shared use with Permitted Users.

The PUD Association's share shall be based on a ratio proportional to the number of Permitted Users on an annual basis plus the number of units in the Condominium Project (i.e., 20). The ratio shall be determined annually and shall be determined by multiplying such expenses by the number of Permitted Users divided by the number of Permitted Users plus 20. However, in no event shall the PUD Association's share be less than 75% of the total expenses, regardless of the number of Permitted Users.

**2.2 Contracts, Vendors.** Existing Condominium Association contracts with vendors for operating and maintenance expense related to this agreement shall remain in place until such time as the Joint Cost Analysis Board deems the vendor(s) to no longer be suitable. Current and new contracts, bids, schedules, and budgets for goods and services that incur or will incur Facilities Expenses are subject to the review and approval of the Joint Cost Analysis Board, which may seek additional bids prior to approving a particular contract or bid. All vendors will have one point of communication from the Joint Cost Analysis Board which may be a member from either the Condominium or PUD Association and which will be determined by said Board.

**2.3 Damage.** If any property is damaged or the need for maintenance, repair or replacement is caused by the willful or negligent act of a member of either association, such association shall be responsible for the cost of the required maintenance, repair or replacement.

**2.4 Payment of Expenses.** The Facilities Expenses shall be based on a fiscal year of October 1 to September 30. The annual Facilities Expenses amount shall be paid by the PUD Association to the Condominium Association in equal monthly installments, plus a "discrepancy payment" described below. The Facilities Expenses amount for each fiscal year, payable in monthly installments, shall be based on the total amount of regular and reasonable Facilities Expenses for the prior fiscal year, divided by twelve, exclusive of the cost of major repairs or one-time expenses. Major repairs or one-time expenses must be pre-approved by the Joint Cost Analysis Board and paid for as determined by the Joint Cost Analysis Board. Monthly installments shall be paid by the tenth of each month. In October each year, before the 31<sup>st</sup> of the month, the Condominium Association shall provide electronic or physical access to all accounting and invoices for Facility Expenses to the Joint Cost Analysis Board, which shall then determine if there is any discrepancy between the amount paid in monthly installments by the PUD Association and the approved and actually incurred Facilities Expenses. If any such discrepancy exists, any overage paid by the PUD Association shall be credited toward the PUD Association's obligation for the following year and the PUD Association shall pay any shortfall to the Condominium Association as necessary to reconcile any shortfall by November 30<sup>th</sup> of that year. Payments that are more than 15 days past due shall be subject to interest at the rate of 12% per annum.

**2.5 Joint Cost Analysis Board.** The Condominium Association and the PUD Association shall each designate three persons to serve on a six-person committee to oversee all matters arising out of this Amended and Restated Joint Use Agreement that impact both associations (the "Joint Cost Analysis Board"). The presence of two members of the Joint Cost Analysis Board representing the interests of each association shall be necessary to constitute a quorum. The Joint Cost Analysis Board may take action upon a majority vote at a meeting where a quorum is

present. The Joint Cost Analysis Board and its members are subject to the provisions of Utah Code Sections 16-6a-812 through 16-6a-816, which govern: (a) meetings, (b) action without meeting, (c) notice, (d) waiver of notice, and (e) quorum and voting requirements.

### **3. Election for Use by Class B PUD Association Owners**

The owners of lots in Phases 1 and 2 of the PUD Association are Class A members of the PUD Association and are subject to this agreement. The owners of lots in Phases 3 and 4 of the PUD Association are Class B members of the PUD Association and are not automatically subject to this agreement. Therefore, any owner of a Class B lot in the PUD Association who desires to use the Pool and Clubhouse shall file an irrevocable recordable written election with the Condominium Association and the PUD Association, which election shall be effective until the change of ownership of such Class B member's lot. Thereafter, such Class B member shall pay to the PUD Association an amount equivalent to its per lot proportionate share as set forth in Article 2 above.

### **4. Term of Agreement**

This Agreement shall become effective on the date signed by the last party executing the Agreement, and shall continue for an initial term of ten years thereafter, and shall automatically terminate at the expiration of any term unless renewed for an additional term of ten years within the six months prior to the date of expiration or otherwise amended as provided below.

This Agreement may be amended, modified or otherwise changed only by an instrument in writing executed by all of the parties, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon a party unless in writing and signed by the party or its duly authorized representative.

### **5. General Provisions**

This Agreement shall inure to the benefit of and be binding upon all parties and their respective successors and assigns.

The captions of Articles in this Agreement are for the convenience of the reader only and are not intended to be part of this Agreement. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identification of the person, firm, corporation or other entity referred to may require.

This Agreement, the construction of its terms and the rights and duties of the parties hereunder shall be governed by the laws of the state of Utah.

This instrument contains the entire agreement between the parties hereto, and no representations, warranties or covenants not included in this Agreement may be relied upon by any party hereto.

Any provision of this Agreement that in any way contravenes the provisions of applicable law shall, to the extent the law is contravened, be considered severable and not applicable and shall not alter or affect any other provision of this Agreement.

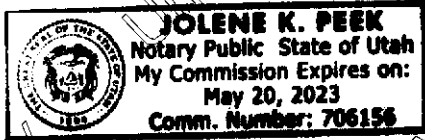
Executed this 3 day of April, 2023.

**LA MIRAGE OWNERS ASSOCIATION**  
a Utah nonprofit corporation

Sign: Tamra Wunderli  
Print: Tamra Wunderli  
Title: President

STATE OF UTAH )  
  )  
  ss:  
County of Salt Lake)

Subscribed and sworn to before me on this 3<sup>rd</sup> day of April, 2023 by  
Tamra Wunderli



Jolene K. Peek  
Notary Public

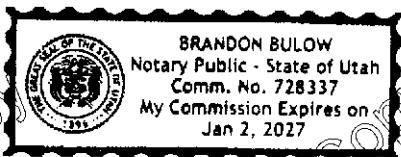
Executed this 6<sup>th</sup> day of April, 2023.

**MIRAGE ESTATES OWNERS ASSOCIATION**  
a Utah nonprofit corporation

Sign: David Hamblin  
Print: DAVID HAMBLIN  
Title: PRESIDENT

STATE OF UTAH )  
  )  
  ss:  
County of Washington)

Subscribed and sworn to before me on this 6 day of April, 2023 by  
David Hamblin



Brandon Bulow  
Notary Public

## Exhibit A

Mirage Estates Phase 1

SG-ME-1-34 thru 68

**BOUNDARY DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTIONS 1 TOWNSHIP 43 SOUTH, RANGE 16 WEST AND SECTION 6, TOWNSHIP 43 SOUTH, RANGE 15 WEST, SALT LAKE BASL & MERIDIAN AND BEING FURTHER DESCRIBED AS FOLLOWS BEGINNING AT THE SOUTHEAST CORNER OF THE LA MIRAGE PHASE No 1 CONDOMINIUMS AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE SAID POINT ALSO BEING S0428 25°W 3413 49 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 1 (BRASS CAP), AND RUNNING THENCE N4730 00°W 222 59 FEET ALONG SAID LA MIRAGE TO THE SOUTHERLY RIGHT OF WAY LINE OF 2025 SOUTH CIRCLE AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND SAID 2025 SOUTH, SAID CURVE HAVING A RADIUS OF 307 11 FEET, ARC LENGTH OF 58 73 FEET, A CHORD BEARING OF N48 04'17"E AND A CHORD LENGTH OF 59 63 FEET, THENCE N42 30'00"E 50 00 FEET ALONG SAID 2025 SOUTH, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT AND 2025 SOUTH, SAID CURVE HAVING A RADIUS OF 600 00 FEET ARC LENGTH OF 102 03 FEET, A CHORD BEARING OF N47 22'18"E, AND A CHORD LENGTH OF 101 91 FEET THENCE N37 45'24"W, 30 00 FEET ALONG SAID 2025 SOUTH TO THE CENTERLINE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 325 00 FEET ARC LENGTH OF 417 71 FEET A CHORD BEARING OF N89 03 48"E, AND A CHORD LENGTH OF 389 55 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250 00 FEET, ARC LENGTH OF 236 13 FEET, A CHORD BEARING OF S27 03 30"E, AND A CHORD LENGTH OF 227 45 FEET, THENCE S00 00'00"E 257 56 FEET, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250 00 FEET, ARC LENGTH OF 257 48 FEET A CHORD BEARING OF S29 30'17"W, AND A CHORD LENGTH OF 246 25 FEET, THENCE N40 46 00°W, 131 31 FEET, THENCE N39 30'00"E, 17 95 FEET, THENCE N50 30'00°W, 63 42 FEET, THENCE S90 00 00°W 126 07 FEET, THENCE N00 00'00"E, 33 48 FEET, THENCE S90 00'00°W, 93 00 FEET TO THE EAST LINE OF MIRAGE ESTATES PHASE No 2 AMENDED AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE, THENCE N00 00'00"E, 161 11 FEET TO THE POINT OF BEGINNING THE ABOVE DESCRIBED PARCEL CONTAINS 284,285 SQUARE FEET OR 6 756 ACRES MORE OR LESS

## Exhibit A

Mirage Estates Phase 2  
SG-ME-2-1 thru 21

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT N90°00'00"E 147 FEET ALONG THE SOUTH BOUNDARY LINE FROM THE SOUTHWEST CORNER OF LA MIRAGE PHASE No 1 A CONDOMINIUM PROJECT LOCATED IN SECTION No 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST SALT LAKE BASE & MERIDIAN AND RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE, AND RUNNING ALONG THE BOUNDARY LINE OF SAID PHASE No 1 AS FOLLOWS, THENCE N90°00'00"E, 144.11 FEET THENCE S121°3'40"E, 25.00 FEET THENCE S90°00'00"E, 243.93 FEET THENCE N00°00'00"E, 111.13 FEET THENCE LEAVING SAID PHASE No 1 N80°00'00"E, 139.00 FEET, THENCE S00°00'00"E, 363.64 FEET THENCE S85°30'00"W, 271.10 FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT SAID CURVE HAVING A RADIUS OF 314.00 FEET, ARC LENGTH OF 96.06 FEET, AND A CENTRAL ANGLE OF 17°31'39", THENCE S89°58'31"W, 33.78 FEET THENCE S52°47'08"W, 12.35 FEET, THENCE S89°58'31"W, 114.24 FEET THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 220.00 FEET, ARC LENGTH OF 140.10 FEET AND A CENTRAL ANGLE OF 036°29'16" THENCE S43°01'28"W, 25.00 FEET THENCE N46°58'32"W, 8.24 FEET THENCE S82°00'00"W, 140.20 FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 64.00 FEET, ARC LENGTH OF 50.27 FEET, AND A CENTRAL ANGLE OF 45°00'00", THENCE N73°00'00"W, 40.00 FEET TO THE EAST LINE OF VISTA GRANDE PHASE No 1 AS RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE, THENCE N17°00'00"E, 33.71 FEET ALONG SAID VISTA GRANDE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT ALONG SAID VISTA GRANDE, SAID CURVE HAVING A RADIUS OF 400.00 FEET ARC LENGTH OF 73.30 FEET, AND A CENTRAL ANGLE OF 010°30'00", THENCE N06°30'00"E, 71.79 FEET ALONG SAID VISTA GRANDE AND ITS EXTENSION TO THE CENTER LINE OF BALBOA WAY, THENCE ALONG THE ARC OF A CURVE TO THE LEFT AND SAID BALBOA WAY, SAID CURVE HAVING A RADIUS OF 165.00 FEET, ARC LENGTH OF 54.96 FEET, AND A CENTRAL ANGLE OF 19°05'00" THENCE N77°25'00"E, 41.26 FEET THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 180.00 FEET ARC LENGTH OF 68.41 FEET, AND A CENTRAL ANGLE OF 21°45'55", THENCE S46°58'32"E, 37.83 FEET THENCE ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 20.00 FEET ARC LENGTH OF 31.42 FEET AND A CENTRAL ANGLE OF 90°00'00", THENCE N43°01'28"E, 14.89 FEET, THENCE ALONG THE ARC OF A CURVE TO THE LEFT SAID CURVE HAVING A RADIUS OF 20.00 FEET ARC LENGTH OF 8.18 FEET, AND A CENTRAL ANGLE OF 23°26'33" THENCE N19°34'55"E, OF 106.70 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 199.056 SQUARE FEET OR 4.570 ACRES MORE OR LESS

## Exhibit A

Mirage Estates Phase 3  
SG-ME-3-22 thru 33

**BOUNDARY DESCRIPTION**

BEGINNING AT A POINT S45°20'52"E 413.757 FEET FROM THE SOUTHWEST CORNER OF LA MIRAGE PHASE No.1, A CONDOMINIUM PROJECT LOCATED IN SECTION No.1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE & MERIDIAN AND RECORDED IN THE WASHINGTON COUNTY RECORDERS OFFICE, AND CONSIDERING THE SOUTH BOUNDARY LINE OF SAID PHASE No.1 HAS A BEARING OF N90°00'00"E AND RUNNING THENCE S00°00'00"E, 220.00 FEET; THENCE S85°30'00"W, 94.45 FEET; THENCE N76°20'00"W, 572.72 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 228.00 FEET, ARC LENGTH OF 103.46 FEET, AND A CENTRAL ANGLE OF 26°00'00"; THENCE N17°00'00"E, 52.00 FEET TO THE SOUTHWEST CORNER OF MIRAGE ESTATES PHASE 2; THENCE ALONG SAID PHASE 2 AS FOLLOWS; S73°00'00"E, 40.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 64.00 FEET, ARC LENGTH OF 50.27 FEET, AND A CENTRAL ANGLE OF 45°00'00"; THENCE N62°00'00"E, 140.20 FEET; THENCE S46°58'32"E, 8.24 FEET; THENCE N43°01'28"E, 25.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 220.00 FEET, ARC LENGTH OF 140.10 FEET, AND A CENTRAL ANGLE OF 36°29'16"; THENCE N89°58'31"E, 114.24 FEET; THENCE N52°47'08"E, 12.35 FEET; THENCE N89°58'31"E, 33.78 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 314.00 FEET, ARC LENGTH OF 96.06 FEET, AND A CENTRAL ANGLE OF 17°31'39"; THENCE N85°30'00"E, 30.90 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 126,597 SQUARE FEET OR 2.906 ACRES MORE OR LESS.



## Exhibit A

Mirage Estates Phase 4

SG-ME-4-69 thru 71

**BOUNDARY DESCRIPTION**

**BEGINNING AT THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 43 SOUTH, RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN; THENCE S00°47'55"W 2655.03 FEET ALONG THE SECTION LINE TO THE EAST ¼ CORNER OF SAID SECTION 1 (NOT FOUND); THENCE S00°48'20"W 940.22 FEET ALONG THE SECTION LINE AND WEST 91.60 FEET FROM SAID EAST ¼ CORNER TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE SOUTH BOUNDARY LINE OF MIRAGE ESTATES 1 SUBDIVISION, AND RUNNING THENCE ALONG SAID SOUTH BOUNDARY LINE FOR THREE COURSES AS FOLLOWS: S49°00'10"E 63.42 FEET, S40°59'50"W 17.95 FEET, AND S39°16'10"E 100.81 FEET TO A POINT ON A 220.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS N28°08'33"W); THENCE ALONG THE NORTH LINE OF BELLA VIAGGIO SUBDIVISION 35.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 9°08'23"; THENCE S70°59'50"W 94.24 FEET TO A POINT OF CURVATURE WITH A 280.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS N19°00'10"W); THENCE 7.62 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°33'36"; THENCE N01°29'50"E 84.26 FEET TO A POINT ON A 114.50 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS N02°45'36"W); THENCE WESTERLY 8.51 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 4°15'26"; THENCE N88°30'10"W 180.62 FEET TO A POINT OF CURVATURE WITH A 135.50 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS S01°29'50"W); THENCE WESTERLY 6.09 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 2°34'34" TO A POINT ON THE EAST BOUNDARY LINE OF MIRAGE ESTATES 2 SUBDIVISION; THENCE N01°29'50"E 130.65 FEET ALONG SAID EAST BOUNDARY LINE TO A POINT ON THE SOUTH BOUNDARY LINE OF MIRAGE ESTATES 1 SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY LINE FOR THREE COURSES AS FOLLOWS: S88°30'10"E 93.00 FEET, S01°29'50"W 33.48 FEET AND S88°30'10"E 126.07 FEET TO THE POINT OF BEGINNING.**

**CONTAINING 0.815 ACRES**

Exhibit A

La Mirage Phase 1  
SG-LAM-1-1-101 thru 113  
SG-LAM-1-2-201 thru 207

Beginning at a point N 80°00' E 670.72 feet along the South boundary line and South 203.63 feet from the most Southerly and Westerly corner of Tonaquint-Indian Hills, a planned residential development located in Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian and recorded in the Washington County Recorder's office and running thence N 21°10' E 11.98 feet; thence N 11°40' E 145.50 feet; thence N 25°10' E 64.36 feet to the South line of 2025 South Circle Street and a point on a curve whose radius is 280.00 feet and bears N 25°10' E; thence left 45.07 feet along the arc of said curve to the point of tangency and a 307.11 foot radius curve; thence left 280.33 feet along the arc of said curve; thence S 47°30' E 222.59 feet; thence West 139.00 feet; thence South 118.13 feet; thence West 243.93 feet; thence N 12°13'40" W 25.00 feet; thence West 145.58 feet to the point of beginning. Containing 2.058 acres.

## Exhibit A

LEGAL DESCRIPTION OF  
LA MIRAGE CONDOMINIUMS PHASE II EXPANDABLE AREA

Beginning at a point N 80°00' E 478.45 feet along the South boundary line and South 233.53 feet from the most Southerly and Westerly corner of Tonaguint-Indian Hills, a planned residential development located in Section 1, Township 43 South, Range 16 West, Salt Lake Base and Meridian and recorded in the Washington County Recorder's office and running thence N 77°25' E 39.31 feet to a point of a 305.00 foot radius curve; thence right 131.04 feet along the arc of said curve; thence N 21°10' E 70.00 feet; thence N 11°40' E 145.50 feet; thence N 25°10' E 64.36 feet to the South line of 2025 South Circle Street and a point on a curve whose radius is 280.00 feet and bears N 25°10' E; thence left 45.07 feet along the arc of said curve to the point of tangency and a 307.11 foot radius curve; thence left 145.26 feet along the arc of said curve to a point of a 25.00 foot radius reverse curve to the right, the radius point of which bears S 11°09'26" E; thence right 42.17 feet along the arc of said curve; thence N 85°30' E 50.00 feet; thence N 4°30' W 28.02 feet to a point on a 25.00 foot radius curve; thence right 28.52 feet along the arc of said curve to a point of a 307.11 foot radius reverse curve to the left, the radius point of which bears N 29°08'52" W; thence left 38.63 feet along the arc of said curve; thence S 47°30' E 222.59 feet; thence South 365.64 feet; thence S 85°30' W 271.10 feet to a point of a 314.00 foot radius curve to the right; thence right 135.64 feet along the arc of said curve to the point of tangency; thence N 69°45' W 177.315 feet to a point of a 134.00 foot radius curve to the left; thence left 112.84 feet along the arc of said curve to the point of tangency; thence S 62°00' W 65.00 feet to a point of a 64.00 foot radius curve to the right; thence right 9.165 feet along the arc of said curve; thence N 6°30' E 192.99 feet to the point of beginning. Containing 6.333 acres.

Less and excepting the Phase I property which is included above.