

Restrictive Page 1 of 14

Gary Christensen Washington County Recorder  
 05/15/2023 03:49:36 PM Fee \$40.00 By FIRST  
 AMERICAN TITLE INSURANCE COMPANY - NCS  
 SALT LAKE

**WHEN RECORDED, MAIL TO:**

IHC Health Services, Inc.  
 36 South State Street, 21<sup>st</sup> Floor  
 Salt Lake City, Utah 84111  
 Attn: Corporate Real Estate Director  
 TAX ID NO.: SG-5-3-31-433-SLL

**DECLARATION OF USE RESTRICTIONS**

DESERT COLOR COMMERCIAL L.L.C., a Utah limited liability company ("Seller") and the Utah School and Institutional Trust Lands Administration ("SITLA") enter this DECLARATION OF USE RESTRICTIONS (this "Declaration") on May 15<sup>th</sup>, 2023, for the benefit of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Intermountain").

**Background**

- A. Concurrently with this Declaration, Seller has sold certain real property to Intermountain in Washington County, Utah (the "County"), as described in Schedule A (the "Intermountain Property"), pursuant to a separate Real Estate Purchase Agreement (the "Purchase Agreement").
- B. Seller and Intermountain acknowledge that Intermountain Property constitutes approximately 27.97 acres and that Intermountain Property is now or will be in the future surrounded by other owners and businesses.
- C. As a condition precedent and inducement for Intermountain to purchase the Property under the Purchase Agreement, Seller and SITLA agreed to place use restrictions on certain real property located adjacent to the Intermountain Property in the County, as described in Schedule B (the "Property"), prohibiting certain healthcare and other uses, subject to the following terms.

**Terms**

1. **Healthcare Use Restrictions.** The Property is subject to the following restrictions (collectively, the "Healthcare Use Restrictions"):
- (a) No person or entity may use the Property for any Prohibited Healthcare Use (as defined below) without Intermountain's prior written consent (which Intermountain may withhold, condition, or delay in its sole discretion), except to the extent required by any applicable law.
- (b) No Prohibited Healthcare Provider (as defined below) may acquire, own, lease, occupy, manage, or control (either directly or indirectly) the Property without Intermountain's prior written consent (which Intermountain may withhold, condition, or delay in its sole discretion), except to the extent required by any applicable law.
2. **Definitions.**
- (a) "Basic Ancillary Services" means Healthcare Services that are (i) exclusively for the benefit of the patients of individual physicians or other individual health care providers who Use improvements on the Property, (ii) ancillary and incidental to their practices, and (iii) customary in the practices of similarly-situated physicians or other individual health care providers in the County.
- (b) "Healthcare Services" means diagnostic, therapeutic, rehabilitative, laboratory, respiratory therapy, physician therapy, or other medical or health-related services, whether office or

clinical, whether in-patient or out-patient, by or under the supervision of physicians (or any affiliated provider), medical personnel, or other health care providers.

(c) **"Prohibited Healthcare Use"** means Healthcare Services that duplicate or compete with those currently provided by Intermountain or currently available through Intermountain facilities located in the County, including without limitation:

- (i) surgical services of any kind (inpatient or outpatient, including surgical centers), except for surgical services that are Basic Ancillary Services;
- (ii) imaging services of any kind (inpatient or outpatient, including imaging centers and any radiology, radiographic, ultrasound, teleradiology, or x-ray services), except for imaging services that are Basic Ancillary Services;
- (iii) birthing and cancer care services of any kind (inpatient or outpatient, including birthing centers), except for birthing or cancer care services that are Basic Ancillary Services;
- (iv) residential-care or other addiction-recovery or addiction treatment facilities (inpatient or outpatient); and
- (v) residential-care or other treatment facilities for troubled or "at-risk" youth (inpatient or outpatient).

Notwithstanding the foregoing, "Prohibited Healthcare Services" does not include dental/dental surgery, orthodontics, medical spas, aesthetical, pharmacy, beauty, fitness, cryotherapy, massage, chiropractic, or float therapy.

(d) **"Prohibited Healthcare Provider"** means, other than Intermountain or any Intermountain affiliate:

- (i) an acute care hospital provider (e.g., Columbia/HCA, IASIS, University of Utah) or any subsidiary or affiliate of an acute care hospital provider;
- (ii) any organization or entity formed or existing for medically-related nonprofit or tax-exempt purposes, except for a County healthcare office facility operated by the County and providing only administrative and other services that are not Prohibited Healthcare Uses; or
- (iii) a healthcare provider, physician, or physician group (or an entity controlled by a healthcare provider, physician, physician group), or any person engaged in, or any entity formed or existing for purposes of a Prohibited Healthcare Use.

(e) **"Use"** means occupying or using an improved space, on a reasonably ongoing basis or in any material respect, for the purpose for which the space was originally designed.

3. **Antitrust Indemnity.** Intermountain agrees to indemnify and hold Seller and SITLA harmless from and against any claim for damages based on any claim that this Declaration violates applicable state or federal fair trade, anti-monopoly, restrictions on trade, non-compete, and/or antitrust laws.

4. **Remedies for Default.** If Seller violates any covenant or restriction in this Declaration, Intermountain will notify Seller in writing and Seller will have 30 days to cure the default. In the event a third party violates this Declaration and such third party's lease, or other agreements regarding the Property would otherwise preclude such violation, Seller shall not be in violation of this Declaration's terms

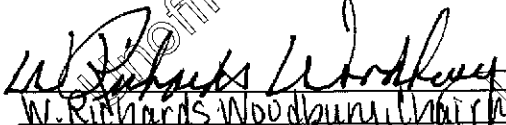
provided Seller takes reasonable action to enforce such agreements, which may include, without limitation, Seller (i) filing of pleadings in a court of competent jurisdiction and diligently pursuing such litigation to conclusion (however, Seller shall not be obligated to pursue an appeal of a final decision of the court); and (ii) filing for temporary or permanent injunctive relief asking the court to prevent any tenant or occupant from violating the Declaration of Use Restrictions. If Seller fails to cure the default, Intermountain may, in addition to any other remedies available to Intermountain at law or in equity, bring an appropriate action for injunctive relief or specific performance of this Declaration.

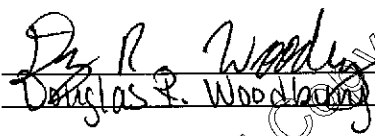
- 5. **General Provisions.** The covenants and restrictions set forth in this Declaration are binding upon and constitute a covenant running with the Property, are binding upon Seller and its successors and assigns, and inure to the benefit and constitute a covenant in favor of Intermountain and its successors and assigns. This Declaration will be construed, applied and enforced in accordance with the laws of the State of Utah.
- 6. **Term.** This Declaration of Use Restriction shall automatically terminate and be of no further force or effect in the event that (i) Intermountain does not commence construction of a medical facility for the purpose of providing Healthcare Services within five (5) years of the recording of this Declaration of Use Restriction; or (ii), if after opening a medical facility for the purpose of providing Healthcare Services, Intermountain ceases providing Healthcare Services on the Property for a period of six (6) months, subject to extensions permitted by Force Majeure. "Force Majeure" is defined as is delay or prevention from the performance of any required act by reason of a strike, labor trouble, acts of terror, acts of nature and the elements, or any other cause beyond the reasonable control of the delayed party (financial inability excepted).

DATED to be effective as of the date first written above.

**DESERT COLOR COMMERCIAL L.L.C.**  
a Utah limited liability company

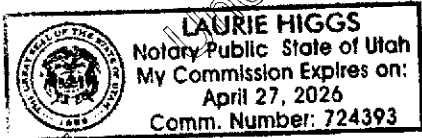
By: **WOODBURY CORPORATION,**  
a Utah corporation, Its Manager

By:   
W. Richards Woodbury, Chairman

By:   
Douglas F. Woodbury, SVP

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

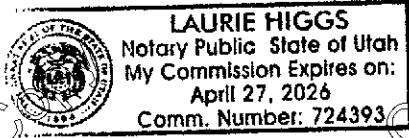
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2023, by W. Richards Woodbury, Chairman of WOODBURY CORPORATION, a Utah corporation, Manager of DESERT COLOR COMMERCIAL L.L.C., a Utah limited liability company.



Laurie Higgs  
NOTARY SIGNATURE AND SEAL

STATE OF UTAH )  
 : ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of May, 2023, by Douglas R. Woodbury, CEO the Chairman of WOODBURY CORPORATION, a Utah corporation, Manager of DESERT COLOR COMMERCIAL L.L.C., a Utah limited liability company.



Laurie Higgs  
NOTARY SIGNATURE AND SEAL

[Signatures Continue on Following Page]

**SCHOOL AND INSTITUTIONAL TRUST LANDS  
ADMINISTRATION**

By: [Signature]

**APPROVED AS TO FORM:**

**SEAN D. REYES**

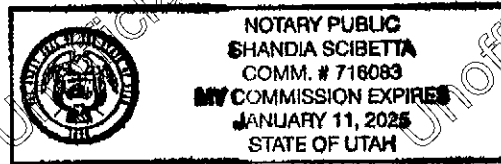
**ATTORNEY GENERAL**

By: Chris Shiraldi

STATE OF UTAH )  
 : ss.  
COUNTY OF Washington

The foregoing instrument was acknowledged before me this 14th day of April, 2023 by Mike Pusey, the Managing Director of the School and Institutional Trust Lands Administration, who acknowledged that he, being duly authorized, did execute the foregoing instrument on behalf of the School and Institutional Lands Administration.

[Signature]  
NOTARY SIGNATURE AND SEAL



**Schedule A  
to Declaration of Use Restrictions**

**Description of Intermountain Property**

Real property located in Washington County, Utah, more particularly described as follows:

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERN PARKWAY, UTAH DEPARTMENT OF TRANSPORTATION (UDOT) PROJECT NO. HPP-15-11561/HPP-LCS31331, SAID POINT LIES NORTH 86°54'49" WEST 2414.66 FEET AND DUE SOUTH 342.86 FEET FROM THE EAST QUARTER CORNER OF SECTION 25, TOWNSHIP 43 SOUTH RANGE 16 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES: 1) SOUTHEASTERLY ALONG A 3835.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 35°33'43" EAST A DISTANCE OF 293.39 FEET), CENTER POINT LIES SOUTH 52°14'45" WEST THROUGH A CENTRAL ANGLE OF 04°23'04", A DISTANCE OF 293.47 FEET, 2) SOUTH 32°42'47" EAST 193.47 FEET, 3) SOUTH 30°52'15" EAST 685.71 FEET, AND SOUTH 30°24'56" EAST 788.68 FEET; THENCE SOUTH 59°03'03" WEST 896.07 FEET; THENCE NORTH 32°01'13" WEST 36.09 FEET; THENCE NORTH 28°11'39" WEST 123.23 FEET; THENCE NORTH 29°06'56" WEST 145.19 FEET; THENCE NORTH 31°04'38" WEST 251.47 FEET; THENCE NORTH 24°32'19" WEST 112.10 FEET; THENCE NORTH 26°27'43" WEST 86.14 FEET; THENCE NORTH 29°21'01" WEST 87.63 FEET; THENCE NORTH 34°06'40" WEST 72.77 FEET; THENCE NORTH 21°12'27" WEST 210.61 FEET; THENCE NORTH 16°32'24" WEST 180.76 FEET; THENCE NORTH 18°14'30" WEST 68.60 FEET; THENCE NORTH 82°26'32" EAST 426.21 FEET; TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DESERT COLOR PARKWAY, DOCUMENT NO. 20190000314, OFFICIAL RECORDS WASHINGTON COUNTY, UTAH; THENCE ALONG SAID LINE THE FOLLOWING ELEVEN (11) COURSES: 1) NORTHERLY ALONG A 964.00 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 02°26'44" WEST A DISTANCE OF 138.26 FEET), CENTER POINT LIES NORTH 83°26'31" EAST THROUGH A CENTRAL ANGLE OF 08°13'29", A DISTANCE OF 138.38 FEET, NORTH 01°40'01" EAST 12.03 FEET, 2) NORTHERLY ALONG A 197.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 05°34'48" EAST A DISTANCE OF 26.89 FEET), CENTER POINT LIES SOUTH 86°19'59" EAST THROUGH A CENTRAL ANGLE OF 07°49'36", A DISTANCE OF 26.91 FEET, 4) NORTH 09°29'36" EAST 53.42 FEET, 5) NORTHERLY ALONG A 203.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 05°34'48" EAST A DISTANCE OF 27.71 FEET), CENTER POINT LIES NORTH 80°30'24" WEST THROUGH A CENTRAL ANGLE OF 07°49'36", A DISTANCE OF 27.73 FEET, 6) NORTH 01°40'01" EAST 74.93 FEET, 7) NORTH 09°01'47" WEST 91.59 FEET, 8) NORTH 01°40'01" EAST 22.96 FEET, 9) NORTHERLY ALONG A 730.00 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 13°39'49" WEST A DISTANCE OF 386.00 FEET), CENTER POINT LIES NORTH 88°19'59" WEST THROUGH A CENTRAL ANGLE OF 30°39'40", A DISTANCE OF 390.65 FEET, 10) NORTH 28°59'39" WEST 15.01 FEET, AND 11) NORTH 61°00'21" EAST 19.13 FEET TO THE POINT OF BEGINNING.

**Schedule B  
to Declaration of Use Restrictions**

**Description of the Property**

Real property located in Washington County, Utah, more particularly described as follows:

*[Legal Description Continues on Following Page]*


**Bush and Gudge, Inc.**

Engineers • Planners • Surveyors

St. George, Utah

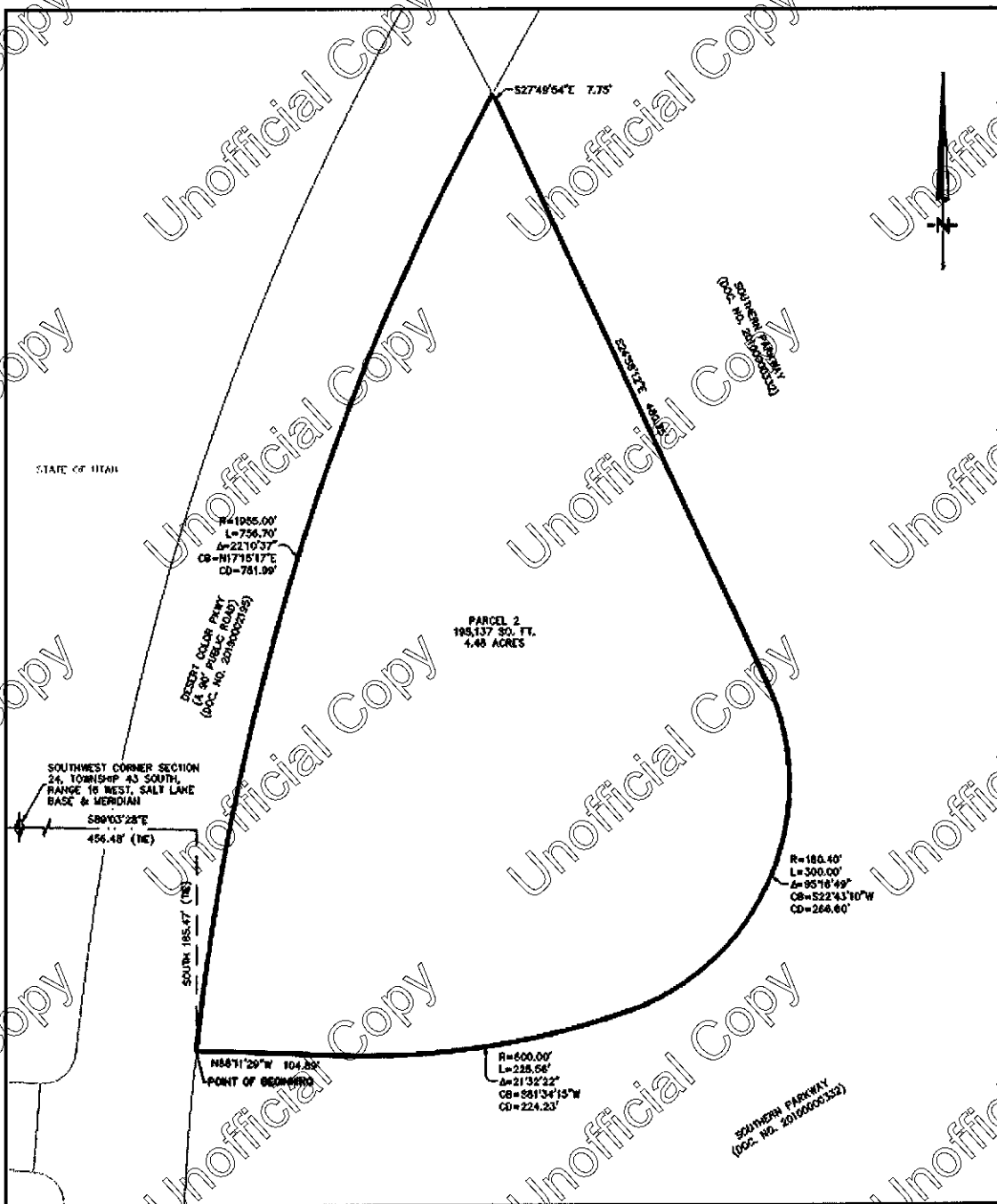
[www.bushandgudge.com](http://www.bushandgudge.com)
**4.48 Acre Parcel Legal Description**

A parcel of land located in the southwest quarter of Section 24 and the northwest quarter of Section 25, of Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point that lies South 89°03'28" East 456.48 feet and South 165.47 feet, from the southwest corner of said Section 24, said point being on the east right of way line of Desert Color Parkway, Document No. 20190002195, Official Records, Washington County, Utah, and running thence along said line northerly along a 1955.00 foot radius curve to the right, (long chord bears North 17°15'17" East a distance of 751.99 feet), center point lies South 83°50'01" East through a central angle of 22°10'37", a distance of 756.70 feet to the west right of way line of Southern Parkway, Document No. 20100000332, Official Records, Washington County, Utah; thence along said line the following five (5) courses: 1) South 27°49'54" East 7.75 feet, 2) South 24°58'12" East 480.75 feet, 3) southwesterly along a 180.40 foot radius non-tangent curve to the right, (long chord bears South 22°43'10" West a distance of 266.60 feet), center point lies South 65°04'46" West through a central angle of 95°16'49", a distance of 300.00 feet, 4) westerly along a 600.00 foot radius non-tangent curve to the right, (long chord bears South 81°34'15" West a distance of 224.23 feet), center point lies North 19°11'55" West through a central angle of 21°32'22", a distance of 225.56 feet, and 5) North 88°11'29" West 104.89 feet to the point of beginning.

Containing 195,137 square feet or 4.48 acres of which 134,923 square feet lies in the southwest quarter of Section 24 and 60,214 square feet lies in the northwest quarter of Section 25.





**EXHIBIT "B"**  
 CC&R PARCEL 2  
 B&G NO. 231517

**BUSH & GUDGELL, INC.**  
 Engineers - Planners - Surveyors  
 215 East Tokamahale Suite #4  
 St. George, Utah 84770  
 Phone (435) 673-2337 / Fax (435) 673-3181



## Bush and Gudgell, Inc.

Engineers • Planners • Surveyors

St. George, Utah

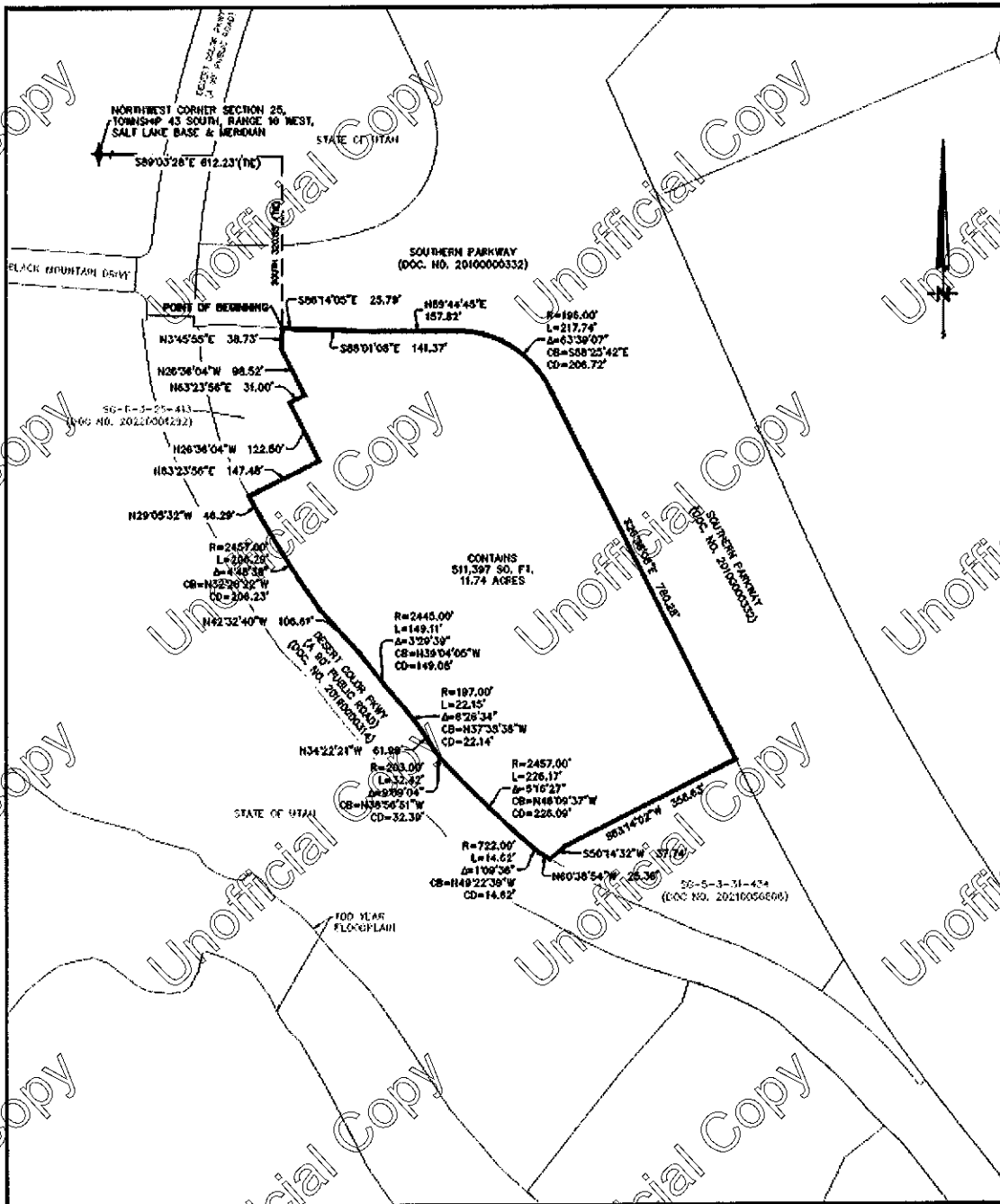
www.bushandgudgell.com

### 11.74 Acre Parcel Legal Description

A parcel of land located in the northwest quarter of Section 25, of Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point on the south right of way line of the Southern Parkway, Document No. 20100000332, Official Records, Washington County, Utah, said point lies South 89°03'28" East along the section line 612.23 feet and due South 320.88 feet from the northwest corner of said Section 25, and running thence along said right of way line the following seven (7) courses: 1) South 86°14'05" East 25.79 feet, 2) South 88°01'08" East 141.37 feet, 3) North 89°44'45" East 157.82 feet, 4) southeasterly along a 196.00 foot radius curve to the right, (long chord bears South 58°25'42" East a distance of 206.72 feet), center point lies South 00°15'15" East through a central angle of 63°39'07", a distance of 217.74 feet, 5) South 26°36'08" East 780.28 feet to a point on the north boundary line of a parcel of land more particularly described in Document No. 20210056866, Official Records, Washington County, Utah; thence along said line the following two (2) courses: 1) South 63°14'02" West 358.63 feet, and 2) South 50°14'52" West 37.74 feet to the a point on the easterly right of way line of Desert Color Parkway, Document No. 20190000314, Official Records, Washington County, Utah; thence along said right of way the following ten (10) courses: 1) North 60°38'54" West 25.36 feet, 2) northwesterly along a 722.00 foot radius non-tangent curve to the right, (long chord bears North 49°22'39" West a distance of 14.62 feet), center point lies North 40°02'33" East through a central angle of 01°09'36", a distance of 14.62 feet, 3) northwesterly along a 2457.00 foot radius compound curve to the right, (long chord bears North 46°09'37" West a distance of 226.09 feet), center point lies North 41°12'09" East through a central angle of 05°16'27", a distance of 226.17 feet, 4) northwesterly along a 203.00 foot radius compound curve to the right, (long chord bears North 38°56'51" West a distance of 32.39 feet), center point lies North 46°28'37" East through a central angle of 09°09'04", a distance of 32.42 feet, 5) North 34°22'21" West 61.99 feet, 6) northwesterly along a 197.00 foot radius curve to the left, (long chord bears North 37°35'38" West a distance of 22.14 feet), center point lies South 55°37'39" West through a central angle of 06°26'34", a distance of 22.15 feet, 7) northwesterly along a 2445.00 foot radius reverse curve to the right, (long chord bears North 39°04'05" West a distance of 149.08 feet), center point lies North 49°11'05" East through a central angle of 03°29'39", a distance of 149.11 feet, 8) North 42°32'40" West 106.61 feet, 9) northwesterly along a 2457.00 foot radius non-tangent curve to the right, (long chord bears North 32°26'22" West a distance of 206.23 feet), center point lies North 55°09'19" East through a central angle of 04°48'38", a distance of 206.29 feet, and 10) North 29°05'32" West 46.29 feet to the south boundary line of a parcel of land more particularly described in Document No. 20220001292, Official Records, Washington County, Utah; thence along said boundary the following five (5) courses: 1) North 63°23'56" East 147.48 feet, 2) North 26°36'04" West 122.50 feet, 3) North 63°23'56" East 31.00 feet, 4) North 26°36'04" West 98.52 feet, and 5) North 03°45'55" East 38.73 feet to the point of beginning.

Containing 511,397 square feet or 11.74 acres.



<p><b>EXHIBIT "B"</b> 11.74 ACRE PARCEL B&amp;G NO. 231517</p>	 <p><b>BUSH &amp; GUDGELL, INC.</b> Engineers - Planners - Surveyors 205 East Tabernacle Street St. George, Utah 84770 Phone (435) 873-2337 / Fax (435) 873-3161</p>
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**Bush and Gudgell, Inc.**  
 Engineers • Planners • Surveyors  
 St. George, Utah  
 www.bushandgudgell.com

**EXHIBIT "A"**  
**86.69 Acre Parcel Legal Description**

A parcel of land located in southeast quarter of Section 23, the southwest quarter of Section 24, the northwest quarter of section 25 and the northeast quarter of Section 26, of Township 43 South, Range 16 West, Salt Lake Base and Meridian, more particularly described as:

Beginning at a point on the north right of way line of Black Mountain Drive, Document No. 20090041241, Official Records, Washington County, Utah, said point lies South 01°09'22" West along the section line 172.02 feet, from the Southwest Corner of said Section 24, and running along said right of way the following seven courses: 1) North 85°46'01" West 572.48 feet, 2) southwesterly along a 533.00 foot radius curve to the left, (long chord bears South 62°18'15" West a distance of 563.77 feet), center point lies South 04°13'59" West through a central angle of 63°51'28", a distance of 594.04 feet, 3) South 28°34'00" West 44.26 feet, 4) South 61°26'00" East 65.74 feet, 5) North 28°33'27" East 27.36 feet, 6) northeasterly along a 467.00 foot radius curve to the right, (long chord bears North 61°23'43" East a distance of 506.47 feet), center point lies South 61°26'33" East through a central angle of 65°40'31", a distance of 535.30 feet, and 7) South 85°46'01" East 915.89 feet to the west right of way line of Desert Color Parkway, Document No. 20190002195, Official Records, Washington County, Utah; thence along said line the following twenty-four (24) courses: 1) southeasterly along a 25.00 foot radius curve to the right, (long chord bears South 41°34'11" East a distance of 34.86 feet), center point lies South 04°13'59" West through a central angle of 88°23'40", a distance of 38.57 feet, 2) southerly along a 2045.00 foot radius reverse curve to the left, (long chord bears South 02°15'52" West a distance of 25.90 feet), center point lies South 87°22'21" East through a central angle of 00°43'32", a distance of 25.90 feet, 3) North 87°26'47" West 8.24 feet, 4) South 07°10'10" East 75.09 feet, 5) southerly along a 649.00 foot radius non-tangent curve to the left, (long chord bears South 16°45'05" East a distance of 225.27 feet), center point lies North 83°14'35" East through a central angle of 19°59'19", a distance of 226.41 feet, 6) southeasterly along a 2549.00 foot radius compound curve to the left, (long chord bears South 27°25'48" East a distance of 60.88 feet), center point lies North 63°15'16" East through a central angle of 01°22'07", a distance of 60.89 feet, 7) South 28°53'33" East 69.24 feet, 8) southeasterly along a 2549.00 foot radius non-tangent curve to the left, (long chord bears South 30°07'36" East a distance of 40.58 feet), center point lies North 60°19'46" East through a central angle of 00°54'44", a distance of 40.58 feet, 9) southeasterly along a 199.00 foot radius reverse curve to the right, (long chord bears South 27°29'44" East a distance of 21.43 feet), center point lies South 59°25'02" West through a central angle of 06°10'27", a distance of 21.44 feet, 10) South 24°24'31" East 62.75 feet, 11) southeasterly along a 201.00 foot radius non-tangent curve to the left, (long chord bears South 28°18'39" East a distance of 34.46 feet), center point lies North 66°36'26" East through a central angle of 09°50'09", a distance of 34.51 feet, 12) southeasterly along a 2561.00 foot radius compound curve to the left, (long chord bears South 34°16'17" East a distance of 93.20 feet), center point lies North 56°46'17" East through a central angle of 62°05'07", a distance of 93.21 feet, 13) South 45°31'23" East 73.50 feet, 14) southeasterly along a 2549.00 foot radius non-tangent curve to the left, (long chord bears South 39°55'07" East a distance of 264.88 feet), center point lies North 53°03'35" East through a central angle of 05°57'24", a distance of 265.00 feet, 15) South 43°45'27" East 76.57 feet, 16) southeasterly along a 2549.00 foot radius non-tangent curve to the left, (long chord bears South 44°50'28" East a distance of 19.84 feet), center point lies North 45°22'55" East through a central angle of 00°26'46", a distance of 19.84 feet, 17) southeasterly along a 199.00 foot radius reverse curve to the right, (long chord bears South 41°28'48" East a distance of 24.88 feet), center point lies South 44°56'09" West through a central angle of 07°10'06", a distance of 24.90 feet, 18) South 37°53'45" East 53.20 feet, 19) southeasterly along a 201.00 foot radius curve to the left, (long chord bears South 42°43'37" East a distance of 33.86 feet), center point lies North 52°06'15" East through a central angle of

St. George: 205 East Tabernacle #4, St. George, UT 84770, Ph. 435-673-2337, Fax 435-673-3161

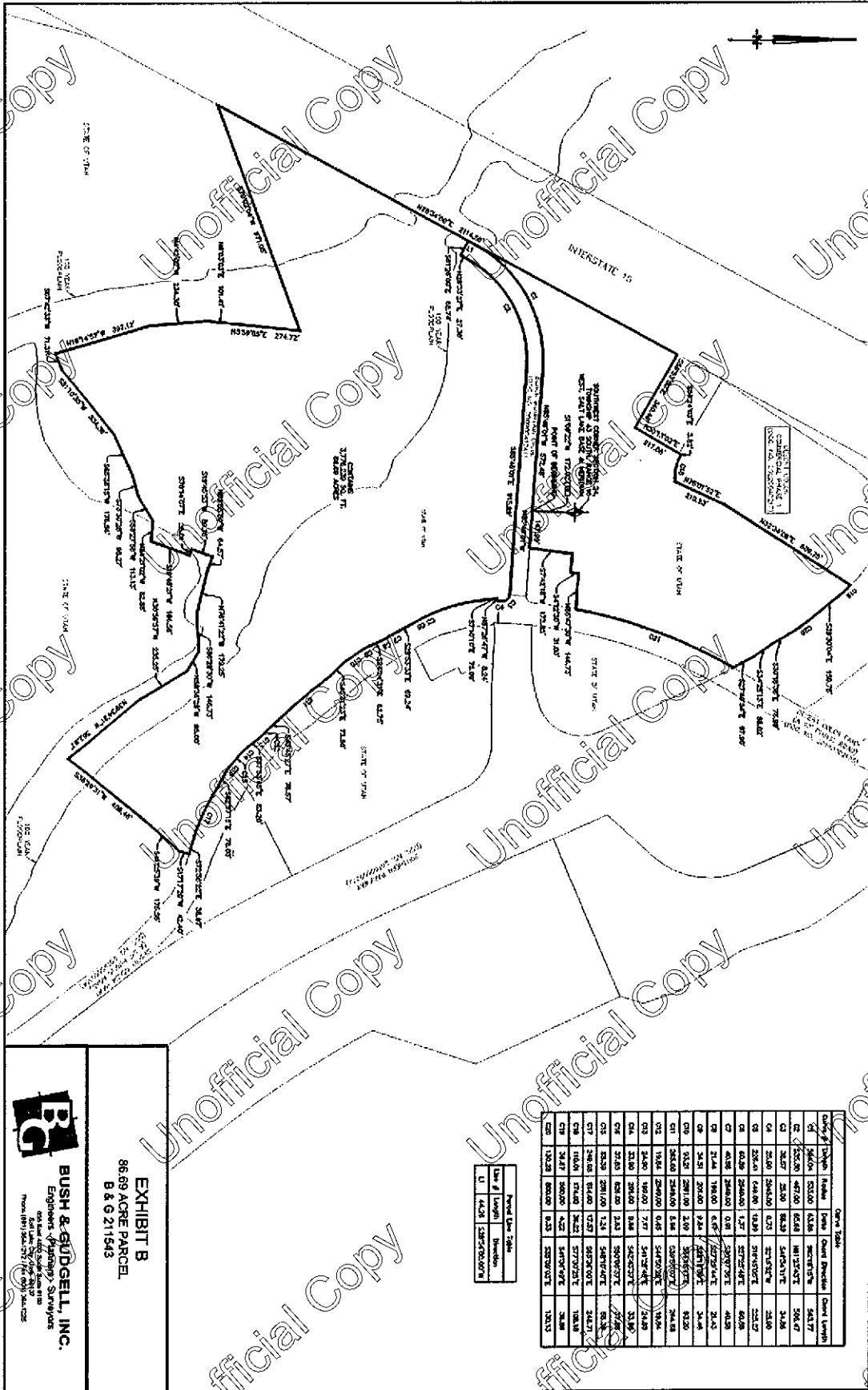
**Bush and Gudgeon, Inc.**

Engineers • Planners • Surveyors  
St. George, Utah  
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09°39'44", a distance of 33.90 feet, 20) southeasterly along a 2561.00 foot radius compound curve to the left, (long chord bears South 48°10'40" East a distance of 55.39 feet), center point lies North 42°26'31" East through a central angle of 01°14'21", a distance of 55.39 feet, 21) southeasterly along a 826.00 foot radius compound curve to the left, (long chord bears South 50°06'37" East a distance of 37.85 feet), center point lies North 41°12'09" East through a central angle of 02°37'32", a distance of 37.85 feet, 22) South 62°57'15" East 78.03 feet, 23) southeasterly along a 814.00 foot radius non-tangent curve to the left, (long chord bears South 65°36'00" East a distance of 248.71 feet), center point lies North 33°11'14" East through a central angle of 17°34'29", a distance of 249.68 feet, and 24) South 72°36'22" East 38.97 feet to the west boundary line of Desert Color Atkinville Resort Subdivision, Document No. 220210074288, Official Records, Washington County, Utah; thence along said line and the extension thereof the following three (3) courses: 1) South 17°17'20" West 42.40 feet, 2) South 41°25'39" West 175.55 feet, and 3) South 38°29'31" West 406.46 feet; thence North 39°34'21" West 362.97 feet; thence North 30°56'57" West 235.25 feet; thence North 58°36'28" West 95.00 feet; thence South 86°28'30" West 146.73 feet; thence North 76°41'22" West 179.25 feet; thence North 69°55'59" West 64.57 feet; thence South 19°45'53" West 89.16 feet; thence South 70°14'07" East 26.01 feet; thence South 19°48'21" West 166.56 feet; thence North 84°21'02" West 82.88 feet; thence South 58°27'58" West 113.13 feet; thence South 73°30'28" West 95.27 feet; thence South 65°38'15" West 176.56 feet; thence South 51°10'35" West 334.36 feet; thence South 67°42'33" West 71.31 feet; thence North 16°14'57" West 397.12 feet; thence North 04°42'02" West 234.30 feet; thence North 06°03'03" East 101.41 feet; thence North 05°59'05" East 274.72 feet; thence South 70°02'04" West 971.05 feet to the southeasterly right of way, no access line of Interstate 15; thence North 28°34'00" East along said line 2114.56 feet to the south boundary line of Desert Color Commercial Phase 1, Document No. 20220040217, Official Records, Washington County, Utah; thence along said line the following six (6) courses: 1) South 59°53'00" East 340.49 feet, 2) North 30°13'02" East 217.08 feet, 3) South 59°24'03" East 3.82 feet, 4) easterly along a 174.00 foot radius curve to the left, (long chord bears South 77°30'25" East a distance of 108.18 feet), center point lies North 30°36'19" East through a central angle of 36°13'26", a distance of 110.01 feet, 5) North 25°01'52" East 219.23 feet, and 6) North 32°34'06" East 609.75 feet to the south right of way line of Southern Parkway, thence along said line the following six (6) courses: 1) southeasterly along a 500.00 foot radius non-tangent curve to the right, (long chord bears South 41°36'49" East a distance of 36.86 feet), center point lies South 46°16'27" West through a central angle of 04°13'29", a distance of 36.87 feet, 2) South 39°30'04" East 150.78 feet, 3) southeasterly along a 800.00 foot radius non-tangent curve to the right, (long chord bears South 35°09'03" East a distance of 130.13 feet), center point lies South 50°11'03" West through a central angle of 09°19'49", a distance of 130.28 feet, 4) South 30°18'38" East 78.99 feet, 5) South 34°28'13" East 88.02 feet and 6) South 27°49'54" East 97.90 feet to the west right of way line of Desert Color Parkway, Document No. 20190002195, Official Records, Washington County, Utah; thence along said line southerly along a 2045.00 foot radius non-tangent curve to the left, (long chord bears South 20°27'40" West a distance of 678.95 feet), center point lies South 59°59'00" East through a central angle of 19°06'39", a distance of 682.11 feet to a point on the north boundary line of a parcel of land more particularly described in Document No. 20210082052, Official Records, Washington County, Utah; thence along said line the following four (4) courses: 1) North 85°47'30" West 146.73 feet, 2) South 04°12'30" West 31.00 feet, 3) North 85°47'30" West 76.21 feet, and 4) South 07°42'18" West 173.85 feet to said north right of way line of Black Mountain Drive; thence North 85°46'01" West along said line 147.99 feet to the point of beginning.

Containing 3,776,239 square feet or 86.69 acres of which 289,022 square feet or 6.64 acres lies in the southeast quarter of Section 23, 466,682 square feet or 10.71 acres lies in the southwest quarter of Section 24, 1,113,467 square feet or 25.56 acres lies in the northwest quarter of Section 25, and 1,907,068 square feet or 43.78 acres lies in the northeast quarter of Section 26.

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