

ATTACHMENT NO. 9

FORM OF DEED TO DEVELOPER PARCEL(S)

Recording Requested by:

HURRICANE REDEVELOPMENT AGENCY,  
HURRICANE, UTAH

When Recorded Return to  
and Mail Tax Statements to:  
Timothy B. Anderson  
Jones, Waldo, Holbrook & McDonough  
249 East Tabernacle Street  
St. George, Utah 84770

DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the HURRICANE REDEVELOPMENT AGENCY, HURRICANE, UTAH, a public body, corporate and politic, of the State of Utah, herein called "Grantor," acting pursuant to the Utah Neighborhood Development Act to carry out the Redevelopment Plan for the Hurricane Redevelopment Project Area #1, adopted by Hurricane City Council Ordinance 89-6 of October 12, 1989 ("Plan #1") and the Redevelopment Plan for the Hurricane Redevelopment Project Area #2, adopted by Hurricane City Council Ordinance 91-1 of January 24, 1991 ("Plan #2"), hereby grants to SKY MOUNTAIN JOINT VENTURE a Utah Joint Venture, herein called "Grantee," the real property, hereinafter referred to as the "Property," described in Exhibit "A" attached hereto and incorporated herein by this reference.

The Property is conveyed in accordance with and subject to Plan #1 and Plan #2. The Property is also conveyed in accordance with and subject to the provisions of the Disposition and Development Agreement (the "Agreement") entered into by and among the Grantor, Hurricane City, Utah (the "City"), and the Grantee on November 26, 1993. The Redevelopment Plans and the Agreement are public records on file in the offices of the City Clerk of Hurricane City and the Secretary of the Grantor, and are by reference thereto incorporated herein as though fully set forth.

(1) Grantor excepts and reserves any existing street, proposed street, or portion of any street or proposed street lying outside the boundaries of the Property (except for such streets or portions of streets as are expressly included within the boundaries of the Property) which might otherwise pass with a conveyance of the Property. Grantor excepts and reserves (to the extent now or hereafter validly excepted and reserved by the parties named in

SECURITY TITLE COMPANY  
22124 2-1646

May 23, 1994

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RUSSELL SHIRTS \* WASHINGTON CO RECORDER  
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FOR: SECURITY TITLE CO

deeds, leases and other documents of record) all oil, gas, hydrocarbon substances and minerals of every kind and character lying more than 500 feet below the surface of the Property, together with the right to drill into, through, and to use and occupy all parts of the Property lying more than 500 feet below the surface thereof for any and all purposes incidental to the exploration for and production of oil, gas, hydrocarbon substances or minerals from the Property or other lands, but without, however, any right to use either the surface of the Property or any portion thereof within 500 feet of the surface for any purpose or purposes whatsoever. Grantor also excepts and reserves such easements and rights-of-way as may be necessary to provide reasonable access to and use of the Finalized Golf Course Site (as defined in the Agreement) as a recreational facility.

(2) The Property is conveyed subject to easements, covenants, conditions, restrictions and other encumbrances of record, and those revealed by inspection of the Property.

(3) The Property is conveyed to Grantee at a purchase price herein called "Purchase Price", determined in accordance with the uses permitted and based on obligations of the Grantee to develop the Property as provided in the Agreement. Therefore, Grantee hereby covenants and agrees for itself, its successors, its assigns, and every successor in interest to the Property that the Grantee, such successors and such assigns, shall develop, maintain, and use the Property only as follows:

- (a) The Property shall be devoted to the development permitted and the uses specified in the applicable provisions of the Redevelopment Plans, the Agreement, the Scope of Development and Method of Financing (Attachment No. 4 to the Agreement), and plans approved by Grantor.
- (b) There shall be constructed and developed upon the Property the development provided for by the Agreement, the Scope of Development and Method of Financing (Attachment No. 4 to the Agreement), and plans approved by Grantor pursuant to the Agreement.
- (c) Grantee shall maintain the improvements on the Property and shall keep the Property reasonably free from any accumulation of debris or waste materials or hazardous substances. Grantee shall also maintain the required landscaping in a healthy condition.

(4) Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest to the Property or any portion thereof, that there shall be no discrimination against or segregation of any person, or group of persons, on account of sex,

marital status, race, color, creed, religion, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any of the Property or any portion thereof nor shall the Grantee itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of any of the Property or any portion thereof. The foregoing covenants shall run with the land.

(5) Grantee shall refrain from restricting the rental, sale, or lease of the Property on the basis of sex, marital status, race, color, creed, religion, ancestry or national origin of any person. All deeds, leases or contracts shall contain or be subject to the following nondiscrimination or nonsegregation clauses:

i) In deeds: "The grantee herein covenants by and for himself, herself, or itself, his or her heirs, executors, administrators, and his, her or its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee or any person claiming under or through him, her or it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

ii) In leases: "The lessee herein covenants by and for himself, herself or itself, his or her heirs, executors, administrators and his, her or its successors and assigns, and all persons claiming under or through him, her, or it, and this lease is made and accepted upon and subject to the following conditions:

"That there shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein leased."

iii) In contracts: "There shall be no discrimination against or segregation of, any person, or group of persons on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the sale, lease, sublease, transfer, or use, occupancy, tenure or enjoyment of the land, nor shall the transferee himself, herself, or itself, or any person claiming under or through him, her, or it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the land."

(6) This Grant Deed shall not merge with the Agreement.

(7) All covenants, conditions, and restrictions contained in this Grant Deed shall be covenants running with the land, and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit of, and in favor of, and enforceable by Grantor, its successors and assigns, against Grantee, its successors and assigns to or of the Property, or any portion thereof, or any interest therein, and any party in possession or occupancy of the Property, or any portion thereof, for the duration of such covenants, conditions, and restrictions.

(8) In amplification and not in restriction of the provisions set forth hereinabove, it is intended and agreed that Grantor shall be deemed a beneficiary of the agreements and covenants provided hereinabove both for and in its own right and also for the purposes of protecting the interests of the community. All covenants without regard to technical classification or designation shall be binding for the benefit of Grantor, and such covenants shall run in favor of Grantor for the entire period during which such covenants shall be in force and effect, without regard to whether Grantor is or remains an owner of any land or interest therein to which such covenants relate. Grantor shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law, suits in equity, or other proper proceedings to enforce the curing of such breach of agreement or covenant.

(9) Breach of any of the covenants, conditions, restrictions, or reservations contained in this Grant Deed shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Site (as defined in the Agreement) or any part or Parcel thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Grant Deed, but unless otherwise herein provided, the terms, conditions, covenants, restrictions and reservations of this Grant Deed shall be binding and effective against the Holder (as defined in the Agreement) and any owner of the Site, or any part or Parcel

thereof, whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

IN WITNESS WHEREOF, the Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers thereunto duly authorized, this 23rd day of May, 1994.

HURRICANE REDEVELOPMENT Grantor,  
HURRICANE, UTAH,  
a public body, corporate and politic

Date: May 23, 1994 By: *Gene Van Wagone*

SKY MOUNTAIN JOINT VENTURE, a Utah Joint Venture, Grantee Its: *Chairman*

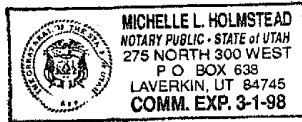
By: RICK SANT CONSTRUCTION, INC., a California corporation, INC., SANT PACIFIC GROUP, Partner  
By: *G. Richard Sant*  
G. Richard Sant, President

Date: 5-23-94

STATE OF UTAH )  
                  ) ss.  
COUNTY OF WASHINGTON )

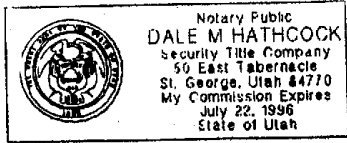
On this 23 day of May, 1994, before me, a Notary Public in and for said State, personally appeared Gene Van Wagone, personally known to me or proved to me to be the Chairman / Mayor of the Hurricane Redevelopment Grantor, Hurricane, Utah, a public body, corporate and politic, and known to me to be the person who executed the within instrument on behalf of the Grantor, hereinabove named; and acknowledged to me that such Grantor executed the within instrument pursuant to its bylaws or a resolution of the Members of the Board of said Grantor

Signature of Notary *Michelle L. Holmstead*

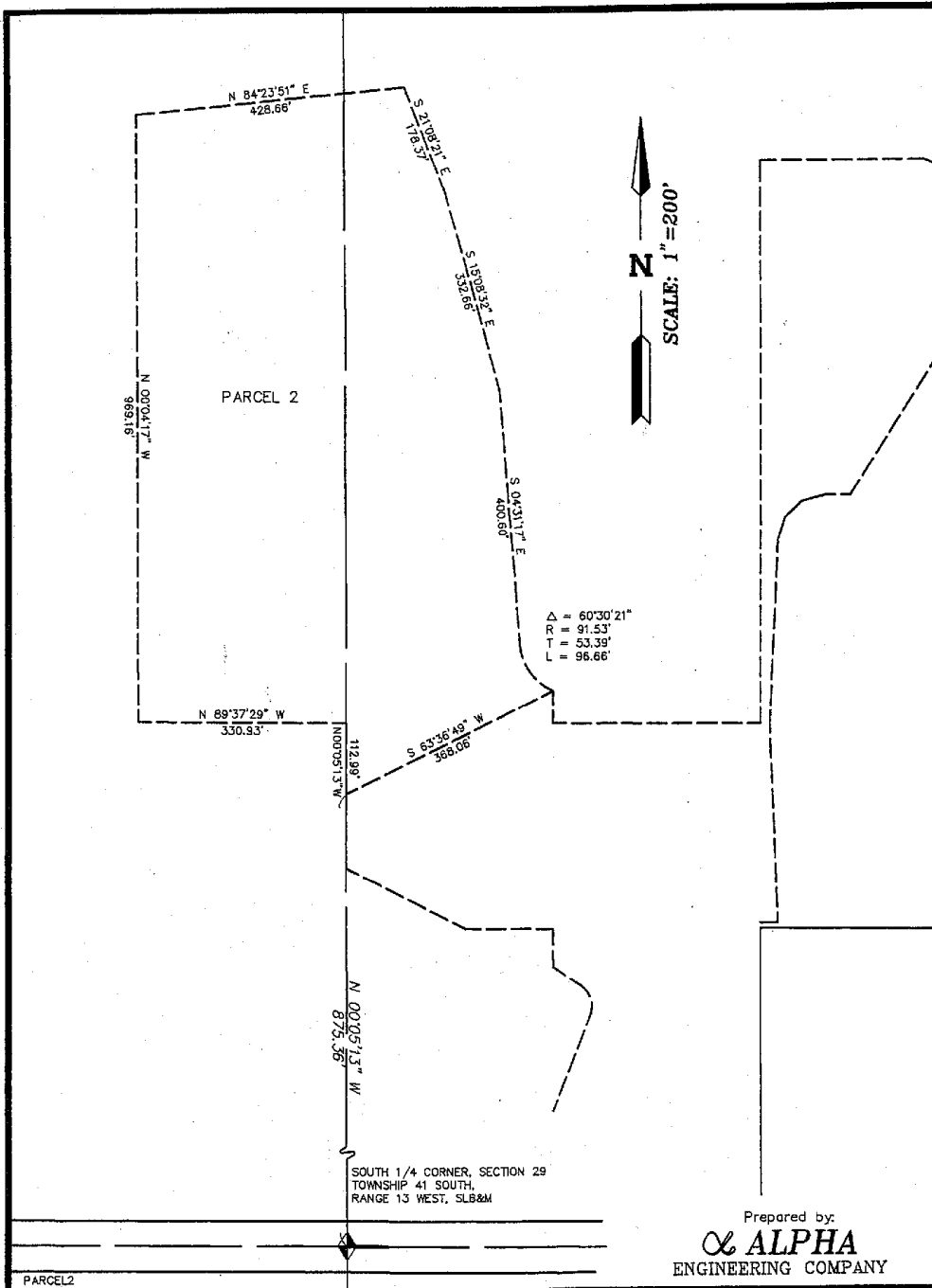


STATE OF UTAH }  
 } ss.  
COUNTY OF WASHINGTON }

On the 27th day of July, A.D. 1994, personally appeared before me G. Richard Sant, who being by me duly sworn did say, that he, the said G. Richard Sant, is the President of RICK SANT CONSTRUCTION, INC., a California corporation, dba SANT PACIFIC GROUP, being one of the Partners of SKY MOUNTAIN JOINT VENTURE, a Utah Joint Venture, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a Resolution of its Board of Directors, and said G. Richard Sant and duly acknowledged to me that the said corporation executed the same on behalf of the said joint venture.



*Dale M. Hathcock*  
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Notary Public



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PARCEL 2

May 6, 1994

ALL THAT PORTION OF SECTION 29, TOWNSHIP 41 SOUTH, RANGE 13 WEST,  
SALT LAKE BASE & MERIDIAN, WASHINGTON COUNTY, UTAH DESCRIBED AS  
FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 29;  
THENCE NORTH 00°05'13" WEST, 875.36 FEET ALONG THE CENTER SECTION  
LINE OF SAID SECTION 29 TO THE POINT OF BEGINNING;  
THENCE NORTH 00°05'13" WEST, 112.99 FEET;  
THENCE NORTH 89°37'29" WEST, 330.93 FEET;  
THENCE NORTH 00°04'17" WEST, 969.16 FEET;  
THENCE NORTH 84°23'51" EAST, 428.66 FEET;  
THENCE SOUTH 21°08'21" EAST, 178.37 FEET;  
THENCE SOUTH 15°08'32" EAST, 332.66 FEET;  
THENCE SOUTH 04°31'17" EAST, 400.60 FEET TO A CURVE CONCAVE  
NORTHEASTERLY AND HAVING A 91.53 FOOT RADIUS;  
THENCE SOUTHEASTERLY 96.66 FEET ALONG THE ARC OF SAID CURVE  
THROUGH A CENTRAL ANGLE OF 60°30'21";  
THENCE SOUTH 63°36'49" WEST, 368.06 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 13.00 ACRES MORE OR LESS.

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