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Loan No. 1764336818

WHEN RECORDED, RETURN TO:

Bank of Nevada
Real Estate Department
2700 W. Sahara Avenue
Las Vegas, Nevada 89102
Attn: Barry Harrison

DOC # 20070043120

Page 1 of 24
Assignment of Lease
Russell Shirts Washington County Recorder
08/27/2007 03:04:48 PM Fee \$ 73.00
By DIXIE TITLE CO



ASSIGNMENT OF LEASES

This Assignment of Leases (the "Assignment") is made and executed this 23rd day of August, 2007 (the "Closing Date"), by St. George 730 LLC, a Nevada limited liability company ("Assignor") and Bank of Nevada, a Nevada banking corporation ("Lender").

RECITALS

A. Pursuant to the Promissory Note dated the Closing Date in which Assignor appears as "Borrower" and Lender appears as "Lender" and which is in the original principal amount of Twenty-One Million Four Hundred Fifty-Three Thousand Dollars (\$21,453,000.00) (the "Note"), and pursuant to the Land Development Loan Agreement dated the Closing Date wherein Assignor appears as "Borrower" and Lender appears as "Lender" (the "Loan Agreement"), Lender has loaned the proceeds of the Note to Assignor.

B. Pursuant to the Land Development Loan Trust Deed, Assignment of Rents, Security Agreement and Fixture Filing dated the Closing Date (the "Trust Deed") in which Assignor appears as "Trustor" and Dixie Title Company appears as "Trustee" and Lender appears as "Beneficiary" and which encumbers the real property (the "Property") together with the improvements thereon located in Washington County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Project"), Assignor has granted to Lender a lien on the Project to secure the Note.

C. There have been and/or may be lease agreements entered into by Assignor and tenants of the Project, and other leases affecting the Project, or any building or improvement located on the Property, all subject to the terms and conditions of the Loan Documents.

D. Lender desires and Assignor agrees to further secure the Note and the Loan Agreement with an assignment of the leases.

AGREEMENT

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor and Lender agree as follows:

1. Assignment. Assignor hereby absolutely and unconditionally assigns and transfers unto Lender all right, title, and interest of Assignor in and to all leases of the Project or any portion of the Project, now existing or hereafter created, together with all room rents and other amounts received for the use of any rooms in the Project, including the Improvements, and any and all room rental agreements and arrangements now owned or hereafter acquired, and all proceeds from such leases and room rents, covering the Project or any portion of the Project, now or hereafter existing or entered into, together with all right, title and interest of Assignor in and to all other leases or subleases covering the Project or any portion of the Project, now or hereafter existing or entered into, together with all security deposits made by the lessees thereunder (the "Lessee" or "Lessees") and together with all extensions, renewals, modifications or replacements thereof, as well as all guaranties of Lessee's obligations under any provisions thereof and under any and all extensions and renewals thereof (collectively the "Lease").

2. License to Collect. This Assignment shall inure to the benefit of Lender, its successors and assigns for the payment of the principal and interest provided to be paid in or by the Note, the performance of the agreements of Assignor contained in the Loan Agreement and the Trust Deed, and the performance of the agreements of Assignor contained in the Loan Documents and any other document evidencing, securing, or relating to the disbursement or administration of the proceeds of the Note (all of which agreements and obligations are collectively referred to as the "Obligation"), reserving to Assignor, however, a revocable, temporary right and license only to collect, except as hereinafter provided, the rents, income, and profits accruing by virtue of the Lease as they respectively become due (the "License"), but not in advance, and to enforce the agreements of the Lease, as long as Assignor does not default under the Obligation, or this Assignment.

3. Lender as Creditor of Lessee. Lender, and not Assignor, shall be the creditor of each Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution, or receivership proceedings affecting such Lessee. Lender, however, shall not be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Lender shall have the option to apply any monies received by it as such creditor towards the reduction of the principal or interest of the Obligation.

4. Default Remedies of Lender. If Assignor defaults on the Obligation or this Assignment, and until such default shall have been fully cured, the License of Assignor to collect rents, income, and profits shall cease and terminate. Lender would thereby be authorized at its option to enter and take possession of all or part of the Project, and to perform all acts necessary for the operation and maintenance of the Project in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Lender shall be authorized, but shall be under no obligation, to collect the rents, income, and profits arising from the Lease, and to enforce performance of any other terms of the Lease including, but not limited to, Assignor's rights to fix

or modify rents, sue for possession of the Project, or any part thereof, relet all or part of the Project, and collect all rents, income, and profits under such new lease. Lender shall, after payment of all proper costs, charges, and any damages, apply the net amount of income to the sums then due to Lender under the Obligation as set forth in the Loan Agreement. Lender shall have sole discretion as to the manner in which such net income is applied, and the items that shall be credited thereby.

5. Termination of Assignment. When Assignor pays Lender for the full amount of the Obligation and such payment is evidenced by a recorded satisfaction or release of the Trust Deed, this Assignment shall no longer be in effect and shall be void.

6. Notice to Lessees of Assignor's Default. Assignor shall irrevocably authorize each Lessee, upon demand and notice from Lender of Assignor's default under the Obligation, to pay all rents, income, and profits under the Lease to Lender. In such situation, Lender shall not be liable to Lessee for the determination of the actual existence of any default claimed by Lender. Lessees shall have the right to rely upon any such notices of Lender that Lessees shall pay all rents, income, and profits to Lender, without any obligation or right to inquire as to the actual existence of the default, notwithstanding any claim of Assignor to the contrary. Assignor shall have no claim against Lessees for any rents paid by Lessees to Lender. Upon the curing of all defaults caused by Assignor under the Obligation, Trust Deed, or Assignment, Lender shall give Lessees written notice of such cure, and thereafter, until further notice from Lender, Lessees shall pay the rents, income, and profits to Assignor.

7. Assignment of Assignor's Interest in Lease. Lender shall have the right to assign Assignor's right, title, and interest in the Lease to any subsequent holder of the Trust Deed and to any person acquiring title to the mortgaged premises through foreclosure or otherwise. After Assignor shall have been barred and foreclosed of all right, title, interest, and equity of redemption in the premises, no assignee of Assignor's interest in the Lease shall be liable to account to Assignor for the rents, income and profits thereafter accruing.

8. Indemnification of Lender. Assignor shall pay, protect, defend, indemnify and hold Lender harmless of and from any and all liability, loss, or damage that Lender may incur under the Lease or by reason of this Assignment other than such liability, loss, or damage as may be occasioned by Lender's gross negligence or willful misconduct. Such indemnification shall also cover any and all claims that may be asserted against Lender by reason of any alleged obligation to be performed by Lender under the Lease or this Assignment. Nothing in this paragraph shall be construed to bind Lender to the performance of any Lease provisions, or to otherwise impose any liability upon Lender including, without limitation, any liability under the Lease's covenant of quiet enjoyment in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Trust Deed and shall have been barred thereby of all right, title, interest, and equity of redemption in the premises. This Assignment shall not impose liability upon Lender for the operation and maintenance of the premises or for carrying out the Lease terms before Lender has entered and taken possession of the premises. Any loss or liability incurred by Lender by reason of actual entry and taking possession under the Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Assignor. Such reimbursement shall include

interest at the default rate set forth in the Note, costs, expenses, and reasonable attorneys' fees. Lender may, upon entry and taking of possession, collect the rents, income, and profits, and apply them toward reimbursement for the loss or liability.

9. Quality of Assignor's Title to Lease. Assignor represents itself to be the absolute owner of the Lease, with absolute right and title to assign it and the rents, income, and profits due or to become due thereunder; that the Lease is valid, in full force and effect, and has not been modified or amended except as stated herein; that there is no outstanding assignment or pledge thereof or of the rents, income, and profits due or to become due thereunder; that there are no existing defaults under the provisions thereof on the part of any party; that Lessees have no defense, setoff or counterclaim against Assignor, that Lessees are in possession and paying rent and other charges under the Lease as provided therein; and that no rents, income, and profits payable thereunder have been or will hereafter be anticipated, discounted, released, waived, compromised, or otherwise discharged except as may be expressly permitted by the Lease. Assignor covenants not to cancel, abridge, surrender, or terminate the Lease or change, alter, or modify it, either to reduce the amount of the rents, income, and profits payable thereunder, or otherwise change, alter, abridge or modify the Lease, or make any subsequent assignment of the Lease, or consent to subordination of the interest of any Lessee in the Lease without the prior written consent of Lender. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, or subordination of the Lease without the written consent of Lender shall be null and void.

10. Delivery of Necessary Instruments to Lender. Assignor shall execute and deliver to Lender and hereby irrevocably appoints Lender, its successors, and assigns as its attorney in fact to execute and deliver during the term of this Assignment, all further instruments as Lender may deem necessary to make this Assignment and any further assignment effective. The power hereby granted is coupled with an interest in the Project and is irrevocable.

11. Transfer of Title to Lessees; Cancellation of Lease. The Lease shall remain in full force and effect despite any merger of Assignor's and any Lessee's interest thereunder. In the event the Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Lender to be applied, at the election of Lender, to reduce the amount of the principal of the Obligation in the inverse order of maturity or to be held in trust by Lender as further security without interest for the payment of the principal and interest provided to be paid on the Obligation.

12. Lease Guaranties; Assignment of Lease; Alterations of Premises. Assignor shall not alter, modify, cancel or terminate any guaranties of the Lease without the written consent of Lender. Nor shall Assignor consent to any Lease assignment or subletting, nor agree to a subordination of the Lease to any mortgage or other encumbrance, other than that of Lender, now or hereafter affecting the Project without Lender's prior written consent. Assignor shall not permit a material alteration of or addition to the Project by any Lessee without Lender's prior written consent unless the right to alter or enlarge is expressly reserved by such Lessee in the Lease.

13. Assignor to Ensure Continued Performance under Lease. Assignor shall not execute any other assignment of the Lease, of any interest therein, or of any rents payable thereunder. Assignor shall perform all of its covenants as Lessor under the Lease, and shall not permit to occur any release of liability of any Lessee, or any withholding of rent payments by any Lessee. Lender shall promptly receive from Assignor copies of all notices of default Assignor has sent to any Lessee. Assignor shall, at Lender's request, enforce the Lease and all remedies available to Assignor thereunder upon any Lessee's default thereunder.

14. Changes in Obligation Terms. Notwithstanding any variation of the terms of the Obligation and/or the Trust Deed including increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or any release of part or parts of the real property subject to the Trust Deed, the Lease and the benefits hereby assigned shall continue as additional security in accordance with the terms of this Assignment.

15. Additions to and Replacement of Obligation. Lender may take security in addition to the security already given Lender for the payment of the principal and interest provided to be paid in or by the Obligation or by the Trust Deed or release such other security, and may release any party primarily or secondarily liable on the Obligation, may grant or make extensions, renewals, modifications, or indulgences with respect to the Obligation or Trust Deed and replacements thereof which replacement of the Obligation or Trust Deed may be on the same or on terms different from the present terms of the Obligation or Trust Deed, and may apply any other security thereof held by it to the satisfaction of the Obligation, without prejudice to any of its rights hereunder.

16. Future and Additional Leases. This Assignment shall apply and be effective with respect to any and all leases entered into by Assignor and any lessee which may cover or affect any portion of the Project, which lease(s) may be entered into at any time during the period the Obligation remains outstanding and secured by the Trust Deed, regardless of whether such lease(s) is/are in effect on the date this Assignment is executed. Upon the written request of Lender, Assignor shall give Lender prompt notice and provide Lender with a copy of any lease covering any portion of the Project it enters into, if the lease is not listed in this Assignment or is not in effect on the date of this Assignment. Upon notice from Lender to that effect, such lease shall be deemed included in this Assignment as though originally listed therein, and shall be subject to this Assignment in all respects.

17. Exercise of Lender's Rights. Lender's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Lender's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Lender has under the Obligation and Trust Deed. Lender's rights and remedies hereunder may be exercised as often as Lender deems expedient.

18. Amendment, Modification, or Cancellation of Assignment. No amendment, modification, cancellation, or discharge hereof, or of any part hereof, shall be enforceable without Lender's prior written consent.

19. **Notices.** All notices shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered, deposited in the United States mail, by registered or certified mail, or deposited with a reputable overnight mail carrier which provides delivery of such mail to be traced, addressed as follows:

Lender: Bank of Nevada
Real Estate Department
2700 W. Sahara Avenue
Las Vegas, Nevada 89102
Attn: Barry Harrison

With copies to: Callister Nebeker & McCullough
Zions Bank Building
10 East South Temple, Suite 900
Salt Lake City, Utah 84133
Attn: John B. Lindsay

Assignor: St. George 730 LLC
9960 W. Cheyenne Avenue, Suite 210
Las Vegas, Nevada 89129
Attn: Mark A. Schnippel

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

20. **Binding Effect.** All agreements herein shall inure to the benefit of, and bind the respective heirs, executors, administrators, successors, and assigns of Assignor and Lender.

21. **Governing Law.** This Assignment shall be governed by, construed and interpreted in accordance with the laws of the State of Nevada. Notwithstanding the foregoing, the laws of the State of Utah shall govern matters arising hereunder concerning the procedures for the exercise of remedies against the Property and enforcement of the Trust Deed.

22. **Attorney Fees.** Upon the occurrence of an Event of Default, Lender may employ an attorney or attorneys to protect Lender's rights under this Assignment, and Assignor shall pay Lender reasonable attorney fees and costs actually incurred by Lender, whether or not action is actually commenced against Assignor by reason of such breach. Assignor shall also pay to Lender any attorney fees and costs incurred by Lender with respect to any insolvency or bankruptcy proceeding or other action involving Assignor or any guarantor as a debtor. If Lender exercises the power of sale contained in the Trust Deed or initiates foreclosure proceedings, Assignor shall pay all costs incurred and attorney fees and costs as provided in the Trust Deed.

23. **Defined Terms.** Unless otherwise defined in this Assignment, capitalized terms used herein have the meanings given them in the Loan Agreement.

DATED: August 23, 2007.

ASSIGNOR

ST. GEORGE 730 LLC,
a Nevada limited liability company

By: Plantation, Inc.,
a Nevada corporation,

Its: Manager

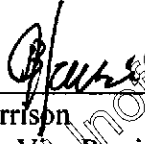
By: 

Mark A. Schnippel
President

ASSIGNEE

BANK OF NEVADA,
a Nevada banking corporation

By: _____


Barry Harrison
Executive Vice President

STATE OF NEVADA)
) : ss.
COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 23rd day of August, 2007, by Mark A. Schnippel, President of Plantation, Inc., a Nevada corporation, Manager of St. George 730 LLC, a Nevada limited liability company.

Carrie L. Price

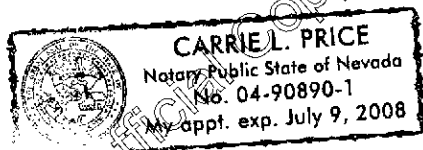
NOTARY PUBLIC

My Commission Expires:

July 9, 2008

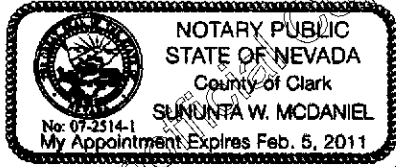
Residing At:

9900 W. Cheyenne Ave #210



STATE OF NEVADA)
 : ss.
 COUNTY OF CLARK)

The foregoing instrument was acknowledged before me this 23rd day of August, 2007, by Barry Harrison, Executive Vice President of Bank of Nevada, a Nevada banking corporation.



Sunnita W. McDaniel

 NOTARY PUBLIC

My Commission Expires:

Residing At:

FEBRUARY 5, 2011

LAS VEGAS, NEVADA

EXHIBIT A

REAL PROPERTY DESCRIPTION

The real property located in Washington County, State of Utah, and more particularly described as follows:

[See Attached]

Exhibit "A"

Parcel 1:

Beginning at a point South $89^{\circ}50'30''$ East 726.00 feet along the Section line from the Southwest Corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence South $89^{\circ}50'30''$ East 1693.57 feet to the South $1/4$ Corner of said Section 27; thence North $0^{\circ}48'$ West 1814.27 feet along the Center Section line; thence West 2391.73 feet to a point on the West line of said Section 27; thence South $0^{\circ}04'45''$ West 1207.41 feet along the Section line; thence South $89^{\circ}50'30''$ East 726.00 feet; thence South $0^{\circ}04'45''$ West 500.00 feet to the point of beginning.

Parcel 2:

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

Parcel 3:

Beginning at a point North $89^{\circ}49'$ West 726.00 feet along the Section line from the Southeast Corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence North $89^{\circ}49'$ West 1895.70 feet to the South $1/4$ corner of said Section 28; thence North $0^{\circ}33'45''$ East 4002.53 feet, more or less, along the Center Section line of the Northwest Corner of the South $1/2$ of the Northeast $1/4$ of said Section 28; thence South $89^{\circ}50'$ East 2363.79 feet, more or less, along the $1/16$ line to a point which is North $89^{\circ}50'$ West 221.80 feet from the East line of said Section 28; thence South $0^{\circ}01'15''$ East 1344.79 feet to a point on the Center Section line of said Section 28; thence South $89^{\circ}50'$ East 221.80 feet to the East $1/4$ Corner of said Section 28; thence South $0^{\circ}04'45''$ West 2058.42 feet along the Section line; thence North $89^{\circ}49'$ West 726.00 feet along a line which is parallel to the South line of said Section 28; thence South $0^{\circ}45'$ West 600.00 feet along a line which is parallel to the East line of said section 28 to the point of beginning.

(continued)

Parcel 4:

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

Parcel 5:

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

Parcel 6:

Beginning at the North 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence North $89^{\circ}59'45''$ West 2662.74 feet along the North Section line to the Northwest Corner of said Section; thence South $0^{\circ}07'50''$ East 610.00 feet along the West Section line; thence North $88^{\circ}30'$ East 669.99 feet; thence South $58^{\circ}45'$ East 330.00 feet; thence North $83^{\circ}00'$ East 130.00 feet; thence South $73^{\circ}30'$ East 200.00 feet; thence South $52^{\circ}30'$ East 180.00 feet; thence South $43^{\circ}00'$ East 120.00 feet; thence South $74^{\circ}45'$ East 350.00 feet; thence North $21^{\circ}00'$ East 236.89 feet; thence North $38^{\circ}10'$ West 492.80 feet; thence South $89^{\circ}59'45''$ East 1048.00 feet to the center Section line; thence North $0^{\circ}14'17''$ West 485.30 feet along the center of Section line to the point of beginning.

Parcel 7:

Beginning at a point South $0^{\circ}14'17''$ East 485.30 feet along the Center of Section Line from the North 1/4 Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian, running thence South $0^{\circ}14'17''$ East 859.51 feet along the Center line of said Section to the Southeast Corner of the Northeast 1/4 of the Northwest 1/4 of said Section 34; thence North $89^{\circ}54'16''$ West 2665.26 feet to the West Section line of said Section 34; thence North $0^{\circ}07'50''$ West 724.55 feet along the West Section line of said Section; thence North $88^{\circ}30'$ East 669.99 feet; thence South $58^{\circ}45'$ East 330.00 feet; thence North $83^{\circ}00'$ East 130.00 feet; thence South $73^{\circ}30'$ East 200.00 feet; thence South $52^{\circ}30'$ East 180.00 feet; thence South $43^{\circ}00'$ East 120.00 feet; thence South $74^{\circ}45'$ East 350.00 feet; thence North $21^{\circ}00'$ East 236.89 feet; thence North $38^{\circ}10'$ West 492.80 feet; thence South $89^{\circ}59'45''$ East 1048.00 feet to the point of beginning.

(continued)

Parcel 8:

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

Parcel 9:

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

Parcel 10:

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

Parcel 11:

A parcel of land located in the Northwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian described as: Beginning at the North quarter corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence South 89°30'30" East 467.00 feet along the North section line; thence South 19°54'47" East 1425.63 feet more or less to the 1/16 line; thence North 89°39'40" West 947.00 feet along the 1/16 line to the Southwest corner of the Northwest 1/4 of the Northeast 1/4 of said Section 34; thence North 0°14'17" West 1338.81 feet along the center section line to the point of beginning.

Parcel 12:

A parcel of land located in the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian described as: Beginning at the Northwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian; running thence South 0°14'17" East 1338.81 feet along the center section line to the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 34; thence South 89°48'47" East 1069.24 feet along the 1/16 line; thence North 12°03'04" West 1387.76 feet, more or less to the North line of the Southwest 1/4 of the Northeast 1/4 of said Section 34; thence North 89°39'40" West 789.24 feet along said North line to the point of beginning.

(continued)

Parcel 13:

Beginning at the East Quarter Corner of Section 34, Township 42 South, Range 16 West, thence North 89°48'47" West 1364.50 feet; thence North 12°03'04" West 1367.76 feet; thence South 89°39'49" East 157.78 feet; thence North 12°54'47" West 1425.63 feet more or less to the North Section Line; thence South 89°30'30" East 383.00 feet; thence South 10°57'13" East 1305.77 feet; thence South 10°57'13" East 1014.09 feet; thence South 89°30'00" East 772.37 feet; thence South 50°45'00" East 160.28 feet; thence South 67°00'00" East 747.00 feet to the Center Section Line of Section 35, Township 42 South, Range 16 West; thence South 89°52'27" West 400.00 feet to the point of beginning.

LESS AND EXCEPTING Warranty deed dated September 19, 1985, to the City of St. George, as Entry No. 281848, Book 388, Page 584-585 of the Official Records of Washington County, which is described as follows:

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

Parcel 14:

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

Parcel 15:

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

(continued)

Parcel 16:

Beginning at the East quarter corner of Section 28, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the section line North $89^{\circ}58'26''$ West, 221.80 feet; thence leaving said section line North $00^{\circ}09'37''$ West, 663.03 feet to a point on a 740.00 foot radius curve concave to the Southwest, the radius point of which bears South $81^{\circ}59'03''$ West, said point also being on the centerline of proposed Plantation Drive, an 80.00 foot wide proposed public street; thence Southeasterly 7.43 feet along the arc of said curve and said proposed centerline through a central angle of $90^{\circ}34'30''$ to the point of tangency; thence continuing along said proposed centerline South $07^{\circ}26'27''$ East, 114.74 feet to the point of curvature of a 1150.00 foot radius curve concave to the Northeast; thence Southeasterly 854.43 feet along the arc of said curve and said proposed centerline through a central angle of $42^{\circ}34'12''$ to the point of tangency; thence continuing along said proposed centerline South $50^{\circ}00'38''$ East 1024.33 feet; thence leaving said proposed centerline South $89^{\circ}50'58''$ West 977.22 feet to a point on the section line; thence along said section line North $00^{\circ}04'17''$ West 851.02 feet to the point of beginning.

Parcel 17:

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

(continued)

Parcel 18:

Beginning at a point South 00°35'57" East, 1270.68 feet along the Section line and North 90°00'00" West, 1105.73 feet from the Northeast Corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the North Right of way line of the proposed Canyon View Drive extension and running thence South 00°30'00" West 60.00 feet to the South Right of way line of said Canyon View Drive; thence North 89°30'00" West, 100.27 feet along said South Right of way line; thence South 00°30'00" West, 110.00 feet; thence South 89°30'00" East, 45.92 feet; thence South 10°58'13" East, 841.06 feet; thence North 89°30'04" West 168.61 feet; thence North 10°57'13" West, 1014.47 feet to a point on the North Right of way line of said Canyon View Drive; thence South 89°30'00" East, 257.16 feet along said Right of way line to the point of beginning.

Parcel 19:

Beginning at a point South 89°30'30" East, 1044.07 feet along the Section line from the North Quarter Corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being the Northwest corner of Cottages North Subdivision Phase 3, and running thence along the Westerly boundary of said Subdivision in the following three (3) courses: South 23°27'05" West, 100.02 feet; thence South 00°29'30" West, 463.90 feet; thence South 25°02'13" East, 97.91 feet to a point on the Westerly boundary of "Cottages North, Phase II", Entry number 478939, Washington County Records; thence South 10°57'13" East, 648.35 feet long said Westerly boundary to the Southwest corner of said "Cottages North, Phase II"; thence North 89°30'00" West, 97.29 feet; thence North 10°57'13" West 1305.76 feet to a point on the East-West Section line, said Section 34; thence South 89°30'30" East, 224.56 feet along said Section line to the point of beginning.

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

(continued)

Parcel A:

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

Parcel B:

Beginning at a point South $00^{\circ}04'17''$ East, 851.02 feet along the section line and South $89^{\circ}50'58''$ East 977.22 feet from the West quarter corner of Section 27, Township 42 South, Range 16 West, Salt Lake Base and Meridian said point being on the proposed centerline of Plantation Drive, an 80.00 foot wide proposed public street; thence leaving said centerline North $89^{\circ}50'58''$ East 1414.90 feet to the sixteenth line; thence South $00^{\circ}57'03''$ East 1665.55 feet along said sixteenth line to a point on a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North $19^{\circ}58'05''$ East, said point also being on the centerline of said proposed Plantation Drive; thence Northwesterly 702.91 feet along the arc of said curve and said proposed centerline through a central angle of $32^{\circ}13'08''$ to the point of reverse curvature of a 1000.00 foot radius curve concave to the Southwest, the radius point of which bears South $77^{\circ}11'13''$ West; thence Northwesterly 561.96 feet along the arc of said curve and said proposed centerline through a central angle of $32^{\circ}11'52''$ to the point of tangency; thence continuing along said proposed centerline North $50^{\circ}00'38''$ West, 973.68 feet to the Point of Beginning.

(continued)

Parcel C:

Beginning at the North Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running thence along the Section line South 89°31'30" East 819.51 feet; thence leaving said Section line South 10°57'13" East 307.70 feet to a point on the proposed centerline of a proposed 66.00 foot wide public street; thence along said proposed centerline South 23°27'06" West 303.24 feet to a point on the proposed centerline of Plantations Drive, a proposed 80.00 foot wide public street; thence along said proposed centerline North 51°12'26" West 720.12 feet to the point of curvature of a 1000.00 foot radius curve concave to the Southwest; thence Northwesterly 222.34 feet along the arc of said curve and said proposed centerline through a central angle of 12°44'20" to the point of reverse curvature of a 1250.00 foot radius curve concave to the Northeast, the radius point of which bears North 26°03'14" East; thence Northwesterly 37.45 feet along the arc of said curve and said proposed centerline through a central angle of 01°43'00" to a point on the Section line; thence along said Section line South 89°59'34" East, 24.69 feet to the point of beginning.

Parcel D:

Beginning at a point South 00°35'57" East 2271.21 feet along the section line and North 90°00'00" West, 408.23 feet from the Northeast Corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and running thence North 89°29'59" West, 603.76 feet to a point on a 531.47 foot radius curve concave to the Northeast, from which the radius bears North 61°39'23" East; thence Southeasterly 573.23 feet along the arc of said curve through a central angle of 61°47'51" to the point of tangency; thence North 89°51'34" East, 410.45 feet to the point of curvature of a 1005.00 foot radius curve concave to the southwest; thence Southeasterly 680.54 feet along the arc of said curve through a central angle at 38°47'54" to a point from which the radius point bears South 38°39'28" West; thence North 89°52'27" East, 851.80 feet; thence North 02°56'14" West, 100.66 feet; thence South 89°51'54" West, 941.85 feet; thence North 67°00'00" West, 746.01 feet; thence North 50°45'00" West, 160.27 feet to the point of beginning.

(continued)

Parcel E:

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

Beginning at a point North $00^{\circ}48'55''$ East 1441.04 feet along the section line and North $90^{\circ}00'00''$ West 1276.65 feet from the east quarter corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian, said point being on the arc of a 20.00 foot radius curve concave to the northeast, the radius point of which bears North $80^{\circ}24'52''$ East; thence southeasterly 29.26 feet along the arc of said curve through a central angle of $83^{\circ}49'27''$ to the point of reverse curvature of a 537.74 foot radius curve concave to the south; thence easterly 49.94 feet along the arc of said curve through a central angle of $5^{\circ}19'14''$ to the point of tangency, said point being on the southerly boundary of the "Cottages North Phase II" subdivision (Recorded No. 478939, 9-16-94, Washington County Recorder); thence coincident with said southerly boundary South $88^{\circ}05'21''$ East 88.28 feet to the southeast corner of said subdivision, said point being at the end of and on the northerly right-of-way line of Canyon View Drive, a 60.00 foot wide public roadway, said point also being on the westerly boundary line of the "Cottages North Amended Phase I" subdivision (Recorded No. 467354, 5-17-94, Washington County Recorder); thence coincident with said westerly boundary line and said end of roadway South $01^{\circ}54'39''$ West 60.00 feet to a point on the southerly right-of-way line of said roadway, said point being the southwest corner of said "Cottages North Amended Phase I"; thence leaving said westerly boundary line, North $88^{\circ}05'21''$ West 88.28 feet to the point of curvature of a 477.74 foot radius curve concave to the south; thence westerly 33.06 feet along the arc of said curve through a central angle of $3^{\circ}57'52''$ to the point of compound curvature of a 20.00 foot radius curve concave to the southeast; thence southwestwardly 34.05 feet along the arc of said curve through a central angle of $97^{\circ}31'55''$ to the point of tangency; thence South $09^{\circ}35'08''$ East 335.94 feet to the point of curvature of a 460.00 foot radius curve concave to the east; thence southerly 29.45 feet along the arc of said curve through a central angle of $93^{\circ}40'07''$ to the point of tangency; thence South $13^{\circ}15'15''$ East 413.88 feet; thence South $21^{\circ}30'35''$ East 121.68 feet to the point of curvature of a 528.00 foot radius curve concave to the northeast; thence southeasterly 248.27 feet along the arc of said curve through a central angle of $26^{\circ}56'28''$ to the point of compound curvature of a 67.50 foot radius curve concave to the northeast, from which the radius point bears North $41^{\circ}32'57''$ East; thence southeasterly 40.66 feet along the arc of said curve through a central angle of $34^{\circ}30'41''$ to the point of cusp of a 531.47 foot radius curve concave to the northeast, the radius point of which bears North $38^{\circ}12'35''$ East; thence southeasterly 99.14 feet along the arc of said curve through a central angle of $10^{\circ}41'17''$ to the point of cusp of a 30.00 foot radius curve concave to the northeast, the radius point of which bears South $83^{\circ}20'20''$ East; thence southeasterly 38.47 feet along the arc of said curve through a central angle of $73^{\circ}28'49''$ to a point on a radial line; thence along said radial line South $21^{\circ}10'51''$ West 80.00 feet radial to a point on the arc of a 620.00 foot radius curve concave to the northeast; thence northwesterly 579.63 feet along the arc of said curve through a central angle of $53^{\circ}33'54''$ to the point of tangency; thence North $13^{\circ}15'15''$ West 458.48 feet to the point of curvature of a 540.00 foot radius curve concave to the east; thence northerly 34.58 feet along the arc of said curve through a central angle of $03^{\circ}40'07''$ to the point of tangency; thence North $09^{\circ}35'08''$ West 436.65 feet; thence North $80^{\circ}24'52''$ East 80.00 feet to the point of beginning.

(continued)

Parcel F:

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

Beginning at a point on the northeasterly right-of-way line of Plantations Drive, an 80.00 foot wide public street, recorded October 26, 2006 as Entry Number 700320, official records of Washington County, Utah, said point lies North $00^{\circ}48'55''$ East 162.62 feet along the section line and North $90^{\circ}00'00''$ West 761.75 feet from the east quarter corner of Section 34, Township 42 South, Range 16 West of the Salt Lake Base and Meridian and is the point of curvature of a 540.00 foot radius curve concave northerly, the radius point of which bears North $23^{\circ}10'51''$ East; thence leaving said right-of-way line easterly 206.02 feet along the arc of said curve through a central angle of $21^{\circ}51'32''$ to the point of tangency; thence South $88^{\circ}40'41''$ East 418.52 feet to the point of curvature of a 980.00 foot radius curve concave southerly; thence easterly 669.72 feet along the arc of said curve through a central angle of $39^{\circ}09'19''$ to the point of reverse curvature of a 25.00 foot radius curve concave northerly; thence easterly 41.85 feet along the arc of said curve through a central angle of $95^{\circ}54'11''$ to the point of compound curvature of a 125.00 foot radius curve concave northwesterly; thence northeasterly 9.48 feet along the arc of said curve through a central angle of $04^{\circ}20'42''$ to a point on the boundary line of The Plantations at St. George property, the radius point from which bears North $59^{\circ}46'15''$ West; thence coincident with said boundary line South $88^{\circ}41'58''$ East 54.82 feet to a point on the arc of a 175.00 foot radius curve concave northwesterly the radius point of which bears North $68^{\circ}29'11''$ West; thence leaving said boundary line southwesterly 53.33 feet along the arc of said curve through a central angle of $17^{\circ}27'33''$ to the point of reverse curvature of a 25.00 foot radius curve concave easterly; thence southerly 36.11 feet along the arc of said curve through a central angle of $82^{\circ}45'31''$ to a point on a radial line; thence along said radial line South $46^{\circ}12'51''$ West 80.00 feet to a point on the arc of a 900.00 foot radius curve concave southwesterly, the radius point of which bears South $46^{\circ}12'51''$ West; thence northwesterly 705.17 feet along the arc of said curve through a central angle of $44^{\circ}53'32''$ to the point of tangency; thence North $88^{\circ}40'41''$ West 418.52 feet to the point of curvature of a 620.00 foot radius curve concave northerly; thence westerly 236.54 feet along the arc of said curve through a central angle of $21^{\circ}51'32''$ to a point on the southwesterly right-of-way line of said Plantations Drive, said point being on a radial line and the end of said Plantations Drive; thence along said radial line North $23^{\circ}10'51''$ East 80.00 feet to a point on said northeasterly right-of-way line and the point of beginning. Contains 2.598 acres.

Parcel G

NORTH PARCEL

Beginning at the most Southwesterly corner of the Cottages South Subdivision Phase 1 as found on file at the Washington County Recorders Office, said point being North 00°48'55" East 656.39 feet along the Section line and West 1,054.39 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running;

thence South 09°33'21" East 235.67 feet;
thence South 88°05'12" East 2.19 feet;
thence southeasterly, 238.82 feet along a 531.47 foot radius Arc to the left, said arc having a radial bearing of North 63°03'06" East and a central angle of 25°44'48" to a point on the Southerly line of Worldmark, the Club at St. George Phase 1;
thence westerly, 1.56 feet along a 72.50 foot radius Arc to the right, said arc having a radial bearing of North 01°09'44" East and a central angle of 01°13'54" to a point on the Northeasterly line of Plantations Drive as recorded and described by Entry No. 700320 Book 1384 Page 299 and running Northeasterly the following (5) courses along said North line;
thence northwesterly, 8.77 feet along a 531.47 foot radius Arc to the right, said arc having a radial bearing of North 37°15'50" East and a central angle of 00°56'45" ;
thence northwesterly, 40.66 feet along a 67.50 foot radius Arc to the right, said arc having a radial bearing of North 07°02'16" East and a central angle of 34°30'41" ;
thence northwesterly, a distance of 248.27 feet along a compound curve to the right having a radius of 528.00 feet and a central angle of 26°56'28" thence North 21°30'35" West 121.68 feet;
thence North 13°15'15" West 67.00 feet;
thence North 76°44'45" East 54.48 feet to the Point of Beginning.

SOUTH PARCEL

Beginning at a point on the Southerly line of Worldmark, the Club at St. George Phase 1 as found on file at the Washington County Recorders Office, said point being North 00°48'55" East 195.90 feet along the Section line and West 783.08 feet from the East Quarter Corner of Section 34, Township 42 South, Range 16 West, Salt Lake Base and Meridian and running;

thence easterly, 248.70 feet along a 531.47 foot radius Arc to the left, said arc having a radial bearing of North 28°05'54" East and a central angle of 26°48'40" thence South 88°42'46" East 410.45 feet;

Parcel G Continued

thence easterly, 680.20 feet along a 1,004.99 foot radius Arc to the right, said arc having a radial bearing of South $01^{\circ}17'14''$ West and a central angle of $38^{\circ}46'45''$
thence South $88^{\circ}41'58''$ East 21.79 feet to a point on the Northerly line on Plantations Drive as recorded and described by Entry No. 814829 Book 1539 Page 350 and running Northwesterly the following (7) courses along said North line;
thence southwesterly, 9.48 feet along a 125.00 foot radius Arc to the right, said arc having a radial bearing of North $59^{\circ}46'14''$ West and a central angle of $04^{\circ}20'42''$;
thence westerly, a distance of 41.85 feet along a compound curve to the right having a radius of 25.00 feet and a central angle of $95^{\circ}54'11''$;
thence westerly, a distance of 669.72 feet along a reverse curve to the left having a radius of 980.00 feet and a central angle of $39^{\circ}09'19''$ thence North $88^{\circ}40'41''$ West 418.52 feet;
thence westerly, 206.02 feet along a 540.00 foot radius Arc to the right, said arc having a radial bearing of North $01^{\circ}19'19''$ East and a central angle of $21^{\circ}51'32''$;
thence northwesterly, a distance of 38.47 feet along a compound curve to the right having a radius of 30.00 feet and a central angle of $73^{\circ}28'53''$;
thence northwesterly, 3.32 feet along a 531.47 foot radius Arc to the right, said arc having a radial bearing of North $27^{\circ}31'19''$ East and a central angle of $00^{\circ}21'29''$;
thence northerly, 0.67 feet along a 30.00 foot radius Arc to the right, said arc having a radial bearing of South $84^{\circ}21'45''$ East and a central angle of $01^{\circ}17'18''$ to the Point of Beginning.

- Parcel 1
- Parcel 2
- Parcel 3
- Parcel 4 & 5
- Parcel 6
- Parcel 7
- Parcel 8 & 9
- Parcel 10, 11, 12, & 15
- Parcel 13
- Parcel 14
- Parcel 16
- Parcel 18
- Parcel 19

- SG-6-2-27-330
- SG-6-2-27-3311
- SG-6-2-28-2110
- SG-6-2-35-3002
- SG-6-2-34-411
- SG-6-2-34-412
- SG-6-5-34-1004
- SG-6-2-34-1003
- SG-6-2-34-1008
- SG-6-2-34-241
- SG-6-2-27-428
- SG-6-2-34-1016
- SG-6-2-34-1013

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