

58 When Recorded Return To:

Shawn C. Ferrin
Parsons Behle & Latimer
One Utah Center
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898

112
00482217 Bk00926 Pg01122-01159

PATSY CUTLER - IRON COUNTY RECORDER
2004 APR 22 16:43 PM FEE \$112.00 BY DBJ
REQUEST: SO UTAH TITLE CO/CEDAR CITY

Space above for County Recorder's Use

Cedar City, Utah

**FIRST AMENDMENT TO
EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND**

THIS FIRST AMENDMENT TO EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND (the "Amendment") is made as of April 14, 2004, by and between WAL-MART REAL ESTATE BUSINESS TRUST, a Delaware statutory trust ("Wal-Mart"), PROVIDENCE QUANTUM PARTNERS, L.C., a Utah limited liability company ("Developer"), HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot"), and those parties identified on the attached Exhibit A (hereinafter, the "Additional Parties"), with reference to the following:

A. On or about February 28, 2000, Wal-Mart and Developer entered into that certain Easements with Covenants and Restriction Affecting Land (the "ECR") affecting real property in Iron County, Utah. The ECR was recorded on March 1, 2000 as Entry No. 418793 in Book 707 beginning at Page 404 in the Iron County Recorder's Office.

B. Home Depot has the right to purchase from Developer a portion of the Developer Tract and Out Parcel 4, which property is more particularly described on the attached Exhibit B (hereinafter the "Home Depot Property"). The Home Depot Property is more particularly shown on the attached Exhibit C-1.

C. The Wal-Mart Tract, the Developer Tract, the Outparcels, the South Cross Hollow Property and the North Cross Hollow Property are particularly described on the attached Exhibit D. The Wal-Mart Tract, the Developer Tract and the Outparcels are shown on Exhibit C-1.

D. The Additional Parties have purchased real property that is encumbered by the ECR.

E. The parties desire to amend the ECR on the terms and conditions set forth below.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals set forth above and the Exhibits attached to this Amendment are each incorporated into the body of this Amendment as if set forth in full herein.

2. Amendment to ECR. This Amendment amends the ECR. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the ECR, the terms of this Amendment shall control.

3. Definitions. Unless defined herein, capitalized terms shall have the meaning assigned in the ECR.

4. Home Depot Property. For the purposes of the ECR and except as provided for herein, the Home Depot Property shall be deemed part of the Developer Tract and no portion of the Home Depot Property shall be deemed part of an Outparcel.

5. Common Areas. The configuration of the Common Areas for the Wal-Mart Tract, the Developer Tract, the Outparcels and the Home Depot Property shall be as shown on Exhibit C-2 of this Amendment.

6. Exhibits. Exhibit A-1 of the ECR as it relates to the Wal-Mart Tract, the Developer Tract, the Outparcels and the Home Depot Property is hereby amended, replaced and restated in its entirety with Exhibit C-1 attached to this Amendment. Exhibit A-2 of the ECR as it relates to the Wal-Mart Tract, the Developer Tract, the Outparcels and the Home Depot Property is hereby amended, replaced and restated in its entirety with Exhibit C-2 attached to this Amendment. As it relates to the Wal-Mart Tract, the Developer Tract and the Outparcels, all references in the ECR to Exhibits A-1 and A-2 of the ECR shall be deemed to reference Exhibits C-1 and C-2, respectively, of this Amendment.

7. Competing Business. So long as Home Depot or its successor or assigns operates a home improvement center on the Home Depot Property, then the use restrictions set forth in Paragraph 3 of the ECR shall not apply to or encumber the Home Depot Property. The balance of the Developer Tract, the North Cross Hollow Property and South Cross Hollow Property shall continue to be encumbered by Paragraph 3 of the ECR.

8. Outparcel(s) Development. Upon recordation of this Amendment, the provisions of Paragraph 4(e) of the ECR shall be released from and shall no longer affect the Home Depot Property. Out Parcels 2 and 3 shall continue to be encumbered by Paragraph 4(e) of the ECR.

9. Location. Notwithstanding the provisions of Paragraph 4(b) of the ECR, (i) the building on the Home Depot Property shall be constructed (as either immediate development or future expansion) within the Building Areas shown on Exhibit C-2 of this Amendment, and (ii) the front wall of the building on the Home Depot Property shall be constructed in the location shown on Exhibit C-2 of this Amendment.

10. "Parking Area" Ratio. Notwithstanding the provisions of Paragraph 6(a)(2) of the ECR, the owners of the Wal-Mart Tract and the Home Depot Property shall independently maintain on their respective properties a parking area sufficient to accommodate not fewer than five (5) parking spaces for each one thousand (1,000) square feet of building space (exclusive of any garden center and outdoor sales area) on their respective properties.

11. Indemnification/Insurance. Notwithstanding the provisions of Paragraph 8 of the ECR, so long as the net worth of Home Depot (or its parent) shall exceed One Hundred Million

Dollars (\$100,000,000.00), so long as Home Depot is the owner or Lessee of the Home Depot Property, Home Depot shall have the right to retain (in whole or part) the financial risk for any claim.

12. Breach. Notwithstanding the provision of Paragraph 12 of the ECR, Home Depot shall be entitled to institute proceedings for full and adequate relief from the consequences of a breach or threatened breach of the ECR or this Amendment.

13. Continuation. Except as set forth herein, all of the terms and conditions contained in the ECR shall remain the same and in full force and effect, and the ECR, as amended, is hereby ratified and reaffirmed, and the parties agree to be bound by the ECR, as amended.

14. Counterparts. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

15. Additional Parties. This Amendment shall be binding upon Wal-Mart, Developer, Home Depot and any of the Additional Parties that have executed this Amendment. The failure of one or more of the Additional Parties to execute this Amendment shall not impact the enforceability of the Amendment as between the parties that have executed the Amendment. Wal-Mart, Developer, Home Depot and the Additional Parties consent to additional Additional Parties who have purchased property from Developer being added as parties to this Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the day and year first written above.

[SIGNATURE PAGES FOLLOW]

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WAL-MART:

WAL-MART REAL ESTATE BUSINESS
TRUST, a Delaware statutory trust

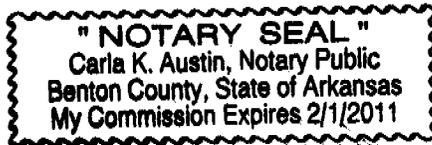
By: Frances Coberly
Print Name: FRANCES COBERLY
Title: Senior Realty Manager

STATE OF ARKANSAS)
 : ss.
COUNTY OF BENTON)

The foregoing instrument was acknowledged before me this 20th day of April,
2004 by Frances Coberly, the Senior Realty Mgr. of WAL-MART REAL
ESTATE BUSINESS TRUST, a Delaware statutory trust.

Carla K. Austin
NOTARY PUBLIC
Residing at: Benton County

My Commission Expires:
2-1-2011



00482217 Bk00926 Pg01125

DEVELOPER:

PROVIDENCE QUANTUM PARTNERS,
L.C., a Utah limited liability company

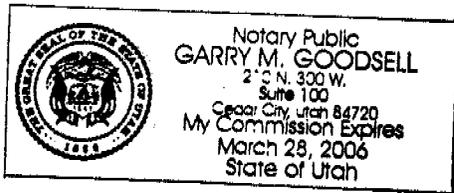
By: [Signature]
Print Name: THOMAS A. PUGH
Title: MANAGING MEMBER

STATE OF UTAH)
 Iron : ss.
COUNTY OF ~~UTAH~~)

The foregoing instrument was acknowledged before me this 20th day of April, 2004 by THOMAS A. PUGH, the MANAGING MEMBER of PROVIDENCE QUANTUM PARTNERS, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: CEGAR CITY, UT

My Commission Expires:
3/28/2006



00482217 BK00926 Pg01126

CONSENT AND SUBORDINATION OF LENDER
(Zions First National Bank)

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, as the beneficiary and holder of: (i) that certain Deed of Trust dated March 2, 2000, and recorded in the official records of the Iron County Recorder on March 6, 2000 as Entry No. 418966 in Book 707, Page 856; (ii) that certain Modification of Deed of Trust dated March 7, 2003, and recorded in the official records of the Iron County Recorder on March 14, 2003, as Entry No. 462296, in Book 854, Page 344; (iii) that certain Construction Deed of Trust dated October 25, 2000, and recorded in the official records of the Iron County Recorder on November 27, 2000, as Entry No. 427770 in Book 730, Page 925; (iv) that certain Fixture Filing recorded in the official records of the Iron County Recorder on November 27, 2000, as Entry No. 427772 in Book 730, Page 940; (v) that certain Assignment of Rents dated October 25, 2000, and recorded in the official records of the Iron County Recorder on November 27, 2000, as Entry No. 427771 in Book 730, Page 934; and (vi) that certain Supplemental Construction Deed of Trust dated April 13, 2001, and recorded in the official records of the Iron County recorder on April 16, 2001, as Entry No. 432860 in Book 746, Page 257 (collectively, the "Encumbrances"), which Encumbrances encumber real property (the "PQP Property") owned by Providence Quantum Partners, L.C. ("PQP"), hereby: (1) consents to the execution and delivery of the Amendment by PQP affecting the PQP Property; and (2) subordinates all of its rights, title and interests under the Encumbrances in and to the PQP Property to the rights, title, interests, obligations and benefits created by, or arising under, the Amendment, so that the Amendment shall unconditionally be and remain at all times an interest in real property prior and superior to the Encumbrances. Nothing contained herein shall be construed to impose upon the undersigned any obligation created by the Amendment, unless and until the undersigned has acquired fee title to all or a portion of the PQP Property.

ZIONS FIRST NATIONAL BANK

By: Mike Plazier
Name: Mike Plazier
Title: SVP

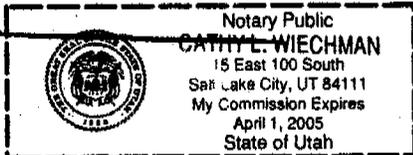
00482217 Bk00926 Pa01127

STATE OF Utah)
:ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 14th day April, 2004, by Michael Plazier, the Senior Vice President of ZIONS FIRST NATIONAL BANK, a national banking association

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:



00482217 8K00926 Pg01128

HOME DEPOT:

HOME DEPOT U.S.A., INC., a Delaware corporation

By: *A. K. Jerhoff*
Print Name: Ann K. Jerhoff
Title: Director - Legal

JSN
~~*JSN*~~

STATE OF CALIFORNIA)
 : ss.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 14 day of April, 2004 by Ann K. Jerhoff, the Director - Legal of HOME DEPOT U.S.A., INC., a Delaware corporation.

Lisa M. Smith
NOTARY PUBLIC
Residing at: Placentia, Ca

My Commission Expires:
1-12-05



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[PAGES 10 THROUGH 15 INTENTIONALLY OMITTED. NEXT PAGE IS PAGE 16.
REMAINDER OF PAGE IS BLANK.]

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SKY CEDAR:

SKY CEDAR RETAIL ASSOCIATES,
L.L.C., a Utah limited liability company

By: W. Scott Kjar
Print Name: W. Scott Kjar
Title: VP of Manager

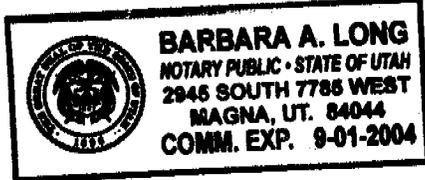
STATE OF UTAH)
) : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 12th day of April,
2004 by W. Scott Kjar, the VP of the manager of Sky Cedar Retail
Associates, L.L.C., a Utah limited liability company.

Barbara A. Long
NOTARY PUBLIC
Residing at: Salt Lake County, Ut

My Commission Expires:

9/1/04



00482217 Br00926 Pg01133

STATE OF Montana)
)
COUNTY OF Park) :SS.

The foregoing instrument was acknowledged before me this 8th day April, 2004, by GAIL K. ANDERSON.

Anita M. Crane Anita M. Crane
NOTARY PUBLIC
Residing at: Livingston, MT

My Commission Expires:

June 24, 2006

STATE OF MONTANA)
)
COUNTY OF PARK) :SS.

The foregoing instrument was acknowledged before me this 12 day April 2004, 2004, by SHELL W. ANDERSON.

Shirley Jo Batty
NOTARY PUBLIC
Residing at: Wilson, MONTANA

My Commission Expires:

November 15, 2006

00482217 Bk00926 Pg01136

R03-01-972:

R03-01-972, LLC, a Nevada limited liability company

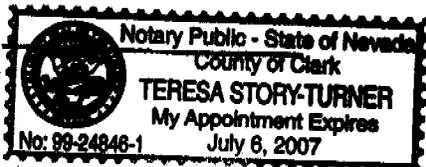
By: [Signature]
Print Name: BETTY A. KINCHID
Title: _____

STATE OF NV)
COUNTY OF Clark) :ss.

The foregoing instrument was acknowledged before me this 5th day April 2004, by Betty A. Kinchid the Pres of R03-01-972, LLC, a Nevada limited liability company.

[Signature]
NOTARY PUBLIC
Residing at: _____

My Commission Expires:



00482217 8R00926 Pg01138

CONSENT AND SUBORDINATION OF LENDER
(Silver State Bank)

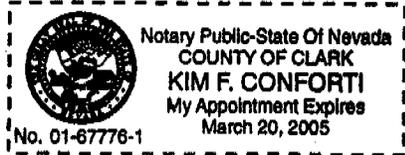
FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, the undersigned, as the beneficiary and holder of: (i) that certain Deed of Trust and Security Agreement and Fixture Filing and Assignment of Rents dated January 26, 2004, and recorded in the official records of the Iron County Recorder on January 28, 2004, as Entry No. 478413 in Book 917, Page 474; (ii) that certain Fixture Filing recorded in the official records of the Iron County Recorder on January 28, 2004, as Entry No. 478414 in Book 917, Page 493; (iii) that certain Deed of Trust dated January 26, 2004, and recorded in the official records of the Iron County Recorder on January 28, 2004, as Entry No. 478415 in Book 917, Page 498; (iv) that certain Assignment of Rents dated January 26, 2004, and recorded in the official records of the Iron County recorder on January 28, 2004, as Entry No. 478416 in Book 917, Page 507; (v) that certain Deed of Trust dated February 9, 2004, and recorded in the official records of the Iron County Recorder on February 19, 2004, as Entry No. 479369 in Book 919, Page 1299; (vi) that certain Assignment of Rents dated February 9, 2004, and recorded in the official records of the Iron County Recorder on February 19, 2004, as Entry No. 479370 in Book 919, Page 1309; and (vii) that certain Hazardous Substance Certificate and Indemnity Agreement dated February 9, 2004, and recorded in the official records of the Iron County Recorder on February 19, 2004, as Entry No. 479371 in Book 919, Page 1315 (collectively, the "Encumbrances"), which Encumbrances encumber real property (the "R03-01-972 Property") owned by R03-01-972, LLC ("R03-01-972"), hereby: (1) consents to the execution and delivery of the Amendment by R03-01-972 affecting the R03-01-972 Property; and (2) subordinates all of its rights, title and interests under the Encumbrances in and to the R03-01-972 Property to the rights, title, interests, obligations and benefits created by, or arising under, the Amendment, so that the Amendment shall unconditionally be and remain at all times an interest in real property prior and superior to the Encumbrances. Nothing contained herein shall be construed to impose upon the undersigned any obligation created by the Amendment, unless and until the undersigned has acquired fee title to all or a portion of the R03-01-972 Property.

SILVER STATE BANK

By: 
Name: Colvin Rosen
Title: EVP

00482217 Bk00926 Pg01139

STATE OF Nevada)
)
COUNTY OF Clark)



The foregoing instrument was acknowledged before me this 6 day April, 2004, by Cal Regan, the VP of SILVER STATE BANK, a Nevada Bank.

[Signature]
NOTARY PUBLIC
Residing at: head.com

My Commission Expires:
3/20/2005

00482217 Bk00926 Pg01140

2052 W. CROSS HOLLOW PARTIES:

KYLE R. PROBST INVESTMENTS, L.C., a
Utah limited liability company

By: _____
Print Name: _____
Title: _____

ELLIOT MAC INVESTORS, L.L.C., an
Arizona limited liability company

By: _____
Print Name: SCOTT SMITH
Title: MANAGER

RICHPROP, L.L.C., an Arizona limited
liability company

By: _____
Print Name: _____
Title: _____

STATE OF _____)
 :ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day _____
2004, by _____, the _____ of KYLE R.
PROBST INVESTMENTS, L.C., a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

00482217 BK00926 Pg01142

2052 W. CROSS HOLLOW PARTIES:

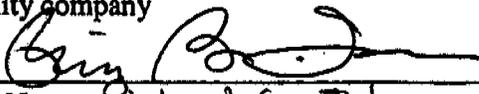
KYLE R. PROBST INVESTMENTS, L.C., a
Utah limited liability company

By: _____
Print Name: _____
Title: _____

ELLIOT MAC INVESTORS, L.L.C., an
Arizona limited liability company

By: _____
Print Name: _____
Title: _____

RICHPROP, L.L.C., an Arizona limited
liability company

By: 
Print Name: Richard G. Johnson, Jr.
Title: Member

STATE OF _____)
 :SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day _____,
2004, by _____, the _____ of KYLE R.
PROBST INVESTMENTS, L.C., a Utah limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

00482217 Bk00926 Pg01143

EXHIBIT A
(Additional Parties)

1. [Intentionally Omitted.]
2. ROBERT A. CHURCH, TRUSTEE of the CHURCH FAMILY TRUST ("Church Trust")
3. SKY CEDAR RETAIL ASSOCIATES, LLC, a Utah limited liability company ("Sky Cedar")
4. PEHR D. ANDERSON, GAIL K. ANDERSON, SHIELL W. ANDERSON, SKY E. ANDERSON, and SKY E. ANDERSON, AS CUSTODIAN FOR STEEL SKY ANDERSON and STRYKER BLUE ANDERSON ("Anderson Parties")
5. R03-01-972, LLC, a Nevada limited liability company ("R03-01-972")
6. KYLE R. PROBST INVESTMENTS, L.C., a Utah limited liability company; ELLIOT MAC INVESTORS, L.L.C., an Arizona limited liability company; RICHPROP, L.L.C., an Arizona limited liability company ("2052 W. Cross Hollow Parties")
7. CEDAR CITY UTAH ASSOCIATES, LLC, a Michigan limited liability company ("Cedar City Associates")
8. ZIONS FIRST NATIONAL BANK, a national banking association ("Zions")

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EXHIBIT B

(Legal Description of Home Depot Property)

The land referred to in this instrument is situated in Iron County, Utah and is described as follows:

BEGINNING AT A POINT LOCATED N01°09'20"W ALONG THE SECTION LINE 805.29 FEET AND N90°00'00"W 309.09 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE MERIDIAN; RUNNING THENCE N21°39'45"E 415.63 FEET; THENCE S68°20'15"E 33.00 FEET; THENCE N21°39'45"E 82.68 FEET; THENCE S68°20'15"E 158.83 FEET; THENCE N21°39'45"E 220.00 FEET; THENCE N66°39'45"E 45.01 FEET; THENCE S68°20'15"E 80.00 FEET; THENCE N66°40'06"E 81.33 FEET; THENCE S68°20'15"E 324.00 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF PROVIDENCE CENTER DRIVE; THENCE S22°36'45"W ALONG SAID RIGHT-OF-WAY 331.25 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 1155.00 FEET AND A CENTRAL ANGLE OF 06°35'24"; THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY 132.84 FEET TO THE P.T.; THENCE S29°12'09"W 327.07 FEET; THENCE DEPARTING SAID LINE AND RUNNING N73°13'09"W 232.51 FEET; THENCE N68°20'15"W 395.27 FEET TO THE POINT OF BEGINNING. CONTAINING 10.68 ACRES.

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EXHIBIT C-1

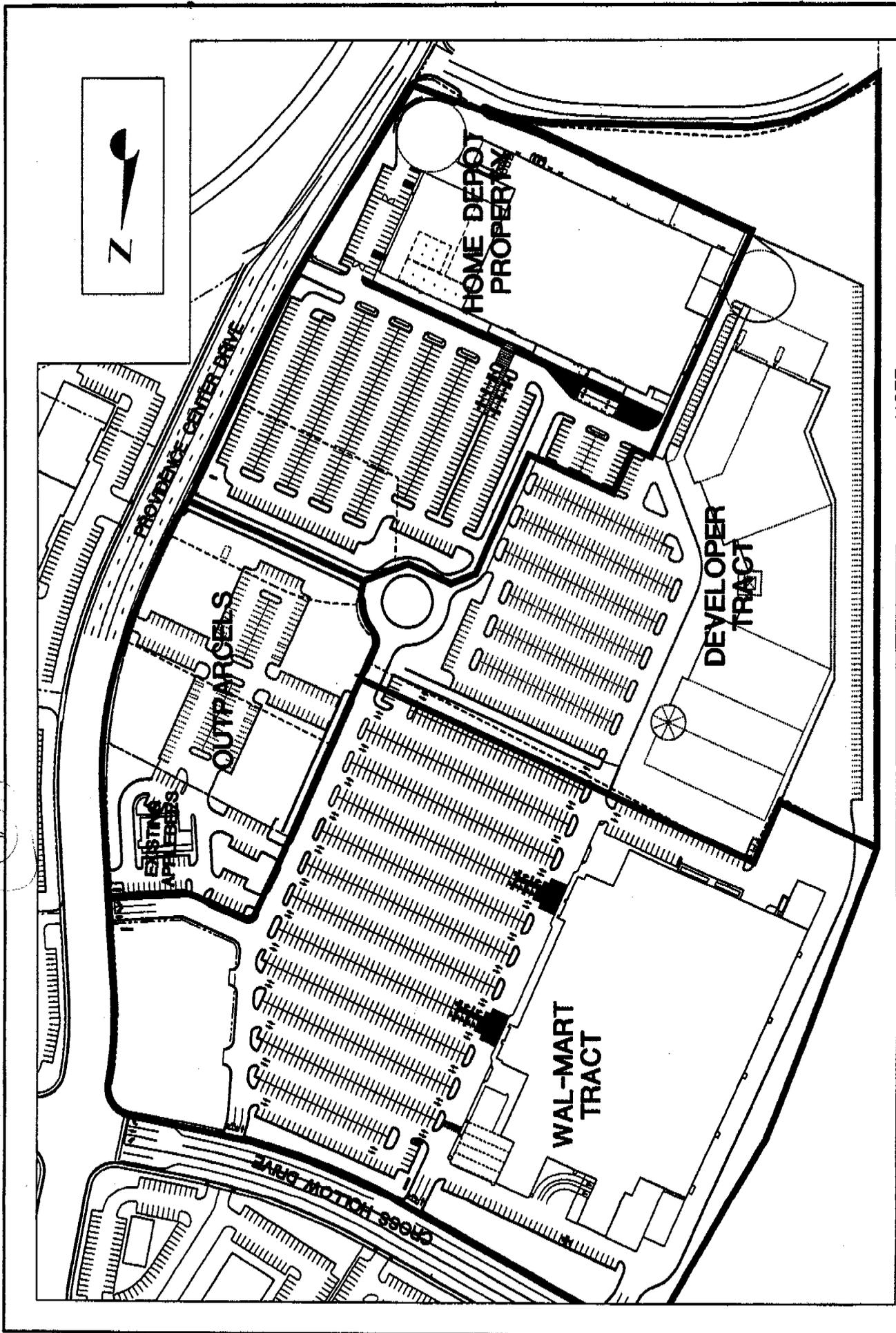
(Site Plan showing Wal-Mart Tract, Developer Tract, Home Depot Property and Outparcels)

[See Attached]

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571809.6

C-1-1



NOTE: THE BOUNDARIES OF THIS DRAWING WERE DEVELOPED FROM SCALED INFORMATION AND SHOULD NOT BE CONSTRUED AS ACCURATE.

WALMART ECR EXHIBIT C-1 AMENDMENT
 NTS

EXHIBIT C-2

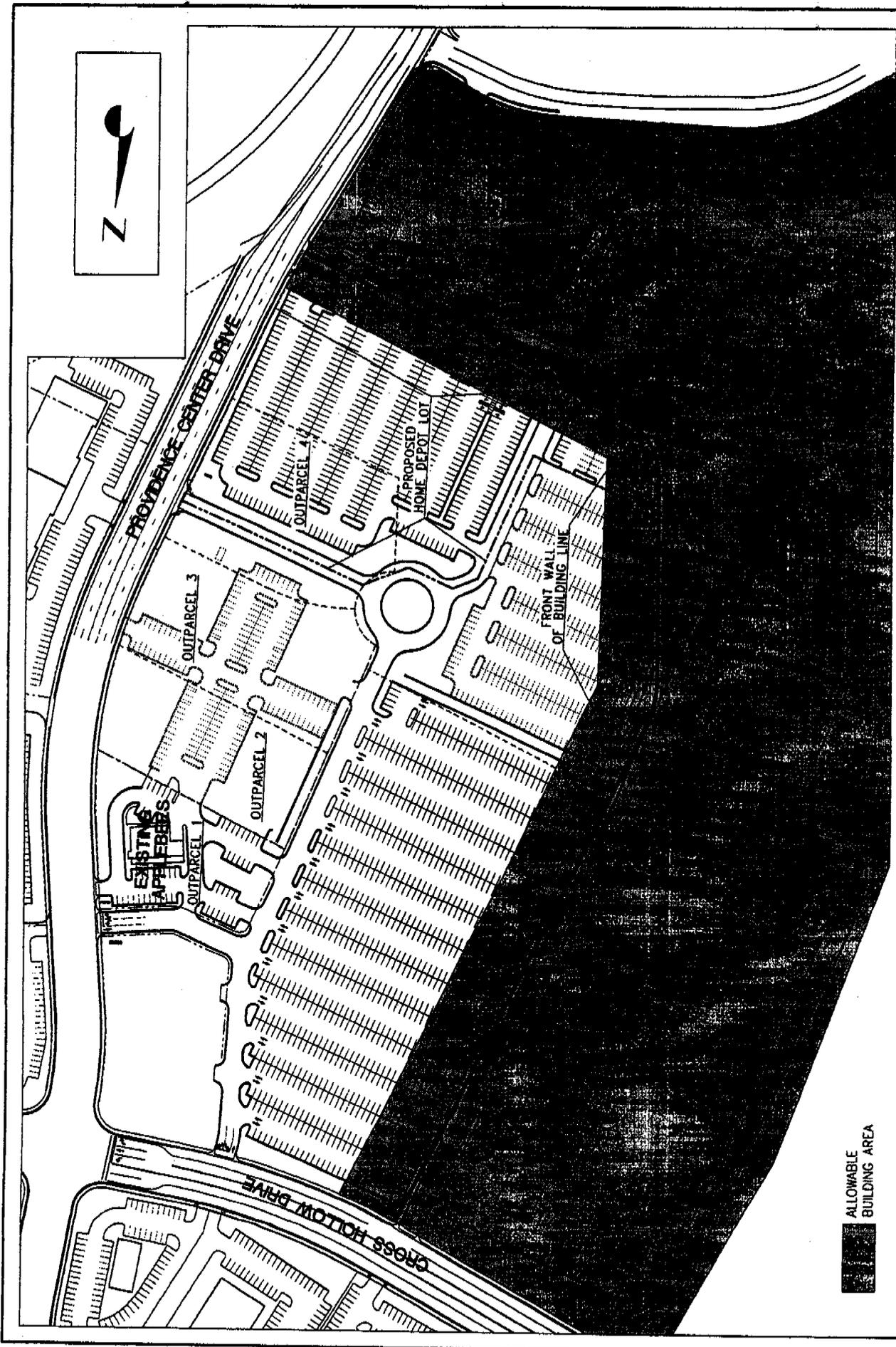
(Site Plan marked to show various development details)

[See Attached]

00482217 Bk00926 Pg01152

571809.6

C-2-1



NOTE: THE BOUNDARIES OF THIS DRAWING WERE DEVELOPED FROM SCALED INFORMATION AND SHOULD NOT BE CONSTRUED AS ACCURATE.

WALMART ECR EXHIBIT C-2 AMENDMENT

EXHIBIT D

(Legal Description of Wal-Mart Tract, the Developer Tract, the Outparcels, the South Cross Hollow Property and the North Cross Hollow Property)

Wal-Mart Tract:

The land referred to in this instrument is situated in Iron County, Utah and is described as follows:

BEGINNING S01°09'20"E, 110.36 FEET ALONG THE SECTION LINE FROM THE WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLM: THENCE ALONG SOUTHWESTERLY R/W LINE OF CROSS HOLLOW ROAD AS FOLLOWS: S64°00'12"E, 275.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1250.00 FEET, A DISTANCE OF 385.44 FEET; THENCE S81°40'14"E, 99.10 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 40.00 FEET, A DISTANCE OF 62.13 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE WESTERLY R/W LINE OF PROVIDENCE CENTER DRIVE AS FOLLOWS: THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 645.00 FEET, A DISTANCE OF 148.81 FEET; THENCE S05°54'04"E, 168.92 FEET; THENCE DEPARTING SAID R/W LINE S84°13'12"W, 1115.33 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 56.00 FEET, A DISTANCE OF 26.94 FEET; THENCE N68°20'15"W, 89.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; THENCE N68°20'15"W, 89.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; THENCE S21°39'45"W, 472.81 FEET; THENCE N68°20'15"W, 727.15 FEET; THENCE S24°06'44"W, 74.00 FEET; THENCE S22°19'39"W, 40.95 FEET; THENCE N65°56'25"W, 168.00 FEET; THENCE N2°37'28"W, 45.81 FEET; THENCE N18°15'33"E, 527.97 FEET; THENCE N27°33'14"E, 387.42 FEET TO A POINT ON THE SOUTHERLY R/W LINE OF CROSS HOLLOW ROAD; THENCE ALONG SAID R/W LINE AND THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 950.00 FEET, A DISTANCE OF 62.96 FEET, LONG CHORD FOR SAID CURVE BEARS S65°54'07"E, 62.95 FEET; THENCE S64°00'12"E, 146.91 FEET TO THE POINT OF BEGINNING. CONTAINING 19.508 ACRES.

Developer Tract:

The land referred to in this instrument is situated in Iron County, Utah and is described as follows:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE MERIDIAN; RUNNING THENCE S89°51'05"W ALONG THE SOUTH LINE OF SAID SECTION 150.02 FEET; THENCE DEPARTING SAID LINE AND RUNNING N01°09'20"W 403.91 FEET; THENCE N90°00'00"W 362.90 FEET; THENCE N02°37'28"W 1375.45 FEET; THENCE S65°56'25"E

168.00 FEET; THENCE N22°19'39"E 40.95 FEET; THENCE N24°06'44"E 74.00 FEET; THENCE S68°20'15"E 707.65 FEET; THENCE S21°39'45"W 33.65 FEET; THENCE S25°47'08"E 110.49 FEET; THENCE S66°40'06"W 81.33 FEET; THENCE N68°20'15"W 80.00 FEET; THENCE S66°39'45"W 45.01 FEET; THENCE S21°39'45"W 220.00 FEET; THENCE N68°20'15"W 158.83 FEET; THENCE S21°39'45"W 82.68 FEET; THENCE N68°20'15"W 33.00 FEET; THENCE S21°39'45"W 415.63 FEET; THENCE S68°20'15"E 395.27 FEET; THENCE S73°13'09"E 232.51 FEET TO THE WEST RIGHT-OF-WAY LINE OF PROVIDENCE CENTER DRIVE; THENCE S29°12'09"W ALONG SAID LINE 10.52 FEET TO A CURVE TO THE LEFT HAVING A RADIUS OF 1084.93 FEET AND A CENTRAL ANGLE OF 31°59'12"; THENCE SOUTHWESTERLY ALONG SAID CURVE 605.69 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 634.07 FEET AND A CENTRAL ANGLE OF 00°04'43"; THENCE SOUTHWESTERLY ALONG SAID CURVE 0.87 FEET TO A POINT LOCATED ON THE SOUTH LINE OF SECTION 22, OF SAID TOWNSHIP AND RANGE; THENCE DEPARTING SAID RIGHT-OF-WAY LINE AND RUNNING N89°59'59"W ALONG SAID SECTION LINE 122.92 FEET TO THE POINT OF BEGINNING. CONTAINING 19.69 ACRES.

Outparcels:

The land referred to in this instrument is situated in Iron County, Utah and is described as follows:

Out Parcel 1.

BEGINNING S01°09'20"E. 835.24 FEET ALONG THE SECTION LINE AND N90°00'00"E, 450.38 FEET FROM THE WEST 1/4 CORNER OF SECTION 22. TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLM: THENCE N21°39'45"E. 142.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT. HAVING A RADIUS OF 15.00 FEET. A DISTANCE OF 23.56 FEET; THENCE S68°20'15"E. 89.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, A DISTANCE OF 26.94 FEET; THENCE N84°13'12"E, 115.33 FEET TO A POINT ON THE WESTERLY R/W LINE OF PROVIDENCE CENTER DRIVE; THENCE ALONG SAID R/W LINE S05°54'04"E. 133.51 FEET; THENCE ALONG SAID R/W LINE & THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 825.00 FEET. A DISTANCE OF 123.14 FEET; THENCE LEAVING SAID R/W LINE N65°53'16"W, 343.67 FEET TO THE POINT OF BEGINNING.

Out Parcels 2 and 3.

BEGINNING AT A POINT LOCATED N01°09'20"W ALONG THE SECTION LINE 1576.20 FEET AND N90°00'00"E 543.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE MERIDIAN, RUNNING THENCE S68°20'15"E 191.87 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF PROVIDENCE CENTER DRIVE SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO RIGHT HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 05°16'03". RADIUS POINT BEARS N72°39'18"W; THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE 75.85 FEET TO THE P.T.; THENCE S22°36'45"W 141.91 FEET; THENCE DEPARTING SAID LINE AND RUNNING N68°20'15"W 191.75 FEET; THENCE N21°39'45"E 217.67 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED N01°09'20"W ALONG THE SECTION LINE 1576.20 FEET AND N90°00'00"E 543.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE MERIDIAN, RUNNING THENCE S21°39'45"W 217.67 FEET; THENCE N68°20'15"W 132.25 FEET; THENCE N25°47'08"W 110.49 FEET; THENCE N21°39'45"E 33.65 FEET; THENCE S68°20'15"E 19.50 FEET; THENCE N21°39'45"E 109.30 FEET; THENCE S68°20'15"E 194.15 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED N01°09'20"W ALONG THE SECTION LINE 1576.20 FEET AND N90°00'00"E 543.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE MERIDIAN, RUNNING THENCE N68°20'15"W 194.15 FEET; THENCE N21°39'45"E 221.34 FEET; THENCE S65°53'16"E 194.33 FEET; THENCE S21°39'45"W 213.03 FEET TO THE POINT OF BEGINNING.

BEGINNING AT A POINT LOCATED N01°09'20"W ALONG THE SECTION LINE 1576.20 FEET AND N90°00'00"E 543.51 FEET FROM THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST OF THE SALT LAKE BASE MERIDIAN, RUNNING THENCE N21°39'45"E 213.03 FEET; THENCE S65°53'16"E 149.35 FEET TO A POINT LOCATED ON THE WEST RIGHT-OF-WAY LINE OF PROVIDENCE CENTER DRIVE. SAID POINT ALSO BEING ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 825.00 FEET AND A CENTRAL ANGLE OF 14°41'40". RADIUS POINT BEARS N87°20'58"W; THENCE SOUTHWESTERLY ALONG SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE 211.58 FEET; THENCE DEPARTING SAID LINE AND RUNNING N68°20'15"W 191.87 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THE OUTPARCELS THE FOLLOWING PROPERTY, WHICH IS NOT ENCUMBERED BY THE ECR, AS AMENDED:

Applebee's:

BEGINNING S01°09'20"E. 835.24 FEET ALONG THE SECTION LINE AND N90°00'00"E, 450.38 FEET FROM THE WEST 1/4 CORNER OF SECTION 22. TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLM; THENCE N21°39'45"E. 142.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; THENCE S68°20'15"E. 89.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 56.00 FEET, A DISTANCE OF 26.94 FEET; THENCE N84°13'12"E, 115.33 FEET TO A POINT ON THE WESTERLY R/W LINE OF PROVIDENCE CENTER DRIVE; THENCE ALONG SAID R/W LINE S05°54'04"E. 133.51 FEET; THENCE ALONG SAID R/W LINE & THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 825.00 FEET. A DISTANCE OF 123.14 FEET; THENCE LEAVING SAID R/W LINE N65°53'16"W, 343.67 FEET TO THE POINT OF BEGINNING.

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South Cross Hollow Property:

The land referred to in this instrument is situated in Iron County, Utah and is described as follows:

BEGINNING N01°09'20"W, 2305.63 FEET ALONG THE SECTION LINE AND EAST 874.79 FEET FROM THE SW CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SLM; THENCE S81°40'14"E, 178.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1150.00 FEET, A DISTANCE OF 110.34 FEET TO A POINT ON THE SOUTHWESTERLY R/W LINE OF OLD ROYAL HUNTE DRIVE; THENCE S70°49'42"E, 58.25 FEET; THENCE S12°08'19"W, 1121.56 FEET TO A POINT ON THE WESTERLY LINE OF AN EXISTING UDOT FRONTAGE ROAD & ALONG FRONTAGE ROAD AS FOLLOWS: THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 246.48 FEET, A DISTANCE OF 125.86 FEET, TO AN EXISTING UDOT BRASS CAP R/W MARKER, LONG CHORD OF SAID CURVE BEARS S55°05'16"W, 124.49 FEET; THENCE ALONG THE ARC OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1084.93 FEET, A DISTANCE OF 329.97 FEET, LONG CHORD FOR SAID CURVE BEARS S61°00'11"W, 328.70 FEET TO A POINT ON THE EASTERLY R/W LINE OF PROVIDENCE CENTER DRIVE; THENCE DEPARTING SAID UDOT R/W & ALONG SAID PROVIDENCE CENTER DRIVE AND THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1245.00 FEET, A DISTANCE OF 55.27 FEET, LONG CHORD SAID CURVE BEARS N23°53'03"E, 55.26 FEET; THENCE N22°36'45"E, 473.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 915.00 FEET, A DISTANCE OF 455.35 FEET; THENCE N05°54'04"W, 302.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 555.00 FEET, A DISTANCE OF 124.82 FEET TO A POINT OF COMPOUND CURVATURE TO THE RIGHT; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 40.00 FEET, A DISTANCE OF 63.77 FEET TO THE POINT OF BEGINNING. CONTAINING 8.142 ACRES.

North Cross Hollow Property:

BEGINNING N01°09'20"W, 2.03 FEET FROM THE WEST 1/4 CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RAGE 11 WEST, SLM; THENCE N01°09'20"W, 131.59 FEET ALONG THE SECTION LINE; THENCE N38° 17'15"E, 132.30 FEET; THENCE N02°18'07"E, 178.13 FEET; THENCE N49°39'13"E, 268.90 FEET; THENCE N22°42'23"W, 450.00 FEET; THENCE N67°58'34"W, 150.02 FEET; THENCE N01°09'20"W, 301.97 FEET ALONG THE SECTION LINE TO THE SOUTHERLY LINE OF ROYAL HUNTE DRIVE AND A P.O.C. OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 251.72 FEET, A DISTANCE OF 41.88 FEET, LONG CHORD BEARS S72°45'22"E, 41.83 FEET; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF ROYAL HUNTE DRIVE AS FOLLOWS: THENCE S67°59'25"E, 277.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 143.00 FEET, A DISTANCE OF 113.35 FEET; THENCE S22°34'28"E, 1088.09 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 455.00 FEET, A DISTANCE OF 245.42 FEET; THENCE S08°19'46"W, 150.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT,

HAVING A RADIUS OF 40.00 FEET, A DISTANCE OF 62.83 FEET; THENCE ALONG THE NORTHERLY LINE OF CROSS HOLLOW DRIVE AS FOLLOWS: THENCE N81°40'14"W, 99.00 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1150.00 FEET, A DISTANCE OF 354.60 FEET; THENCE N64°00'12"W, 326.29 FEET TO THE POINT OF BEGINNING. CONTAINING 16.648 ACRES.

North Cross Hollow Property (continued):

BEGINNING N0°09'20"W, 198.58 FEET ALONG THE SECTION LINE AND N90°00'00"E, 849.46 FEET FROM THE W 1/4 CORNER OF SECTION 22, T36S, R11W, SLM; THENCE N22°34'28"W, 157.69 FEET ALONG THE EASTERLY LINE OF ROYAL HUNTE DRIVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE SOUTHEASTERLY LINE OF BENTLEY BOULEVARD AS FOLLOWS: THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 417.55 FEET, A DISTANCE OF 207.67 FEET; THENCE N38°55'48"E, 450.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A DISTANCE OF 54.36 FEET; N44°07'15"E, 249.51 FEET; THENCE ALONG THE SOUTHWESTERLY LINE OF REGENCY ROAD AS FOLLOWS: THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 23.56 FEET; THENCE S48°40'24"E, 293.33 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET, A DISTANCE OF 77.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS, OF 15.00 FEET, A DISTANCE OF 23.56 FEET; THENCE ALONG THE WESTERLY AND NORTHERLY LINE OF SAGE DRIVE AS FOLLOWS: THENCE S18°11'45"W, 67.34 FEET; THENCE S22°41'32"W, 565.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 250.00 FEET, A DISTANCE OF 294.59 FEET; THENCE S89°44'26"W, 185.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 440.00 FEET, A DISTANCE OF 153.52 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 170.00 FEET, A DISTANCE OF 57.67 FEET; THENCE S89°11'16"W, 2.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET, A DISTANCE OF 22.36 FEET TO A POINT OF REVERSE CURVATURE AND THE EASTERLY LINE OF ROYAL HUNTE DRIVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 545.00 FEET, A DISTANCE OF 163.16 FEET TO THE POINT OF BEGINNING. CONTAINS 12.922 ACRES.

LESS AND EXCEPTING FROM THE NORTH CROSS HOLLOW PROPERTY THE FOLLOWING PROPERTIES, WHICH ARE NOT ENCUMBERED BY THE ECR, AS AMENDED:

Iron County School District:

BEGINNING NORTH 01°09'20" WEST, 1061.11 FEET ALONG THE SECTION LINE FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE

11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 01°09'20" WEST, 301.97 FEET ALONG THE SECTION LINE TO THE SOUTHERLY LINE OF ROYAL HUNTE DRIVE AND A P.O.C. OF A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 251.72 FEET, A DISTANCE OF 41.88 FEET, LONG CHORD BEARS SOUTH 72°45'22" EAST, 41.83 FEET; THENCE ALONG THE SOUTHERLY AND WESTERLY LINE OF ROYAL HUNTE DRIVE AS FOLLOWS: THENCE SOUTH 67°59'25" EAST, 277.43 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 143.00 FEET A DISTANCE OF 80.76 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 48°06'28" WEST, 288.33 FEET; THENCE NORTH 67°58'34" WEST, 150.02 FEET TO THE POINT OF BEGINNING.

Cedar Surgical Center:

ALL OF UNITS 1, 2 AND 3, CEDAR SURGICAL CENTER, A COMMERCIAL CONDOMINIUM, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE IN THE OFFICE OF THE IRON COUNTY RECORDER.

Chevron:

BEGINNING AT A POINT NORTH 89°44'10" EAST ALONG THE ¼ SECTION LINE 1059.82 FEET AND NORTH 00°00'00" EAST 190.60 FEET FROM THE WEST ¼ CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 67°25'16" WEST 193.50 FEET TO THE EAST RIGHT-OF-WAY OF ROYAL HUNTE DRIVE; THENCE NORTH 22°34'44" WEST ALONG SAID RIGHT-OF-WAY LINE 241.63 FEET; THENCE 23.56 FEET ALONG THE ARC OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE 90°00'00" AND A RADIUS OF 15.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF BENTLEY BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 184.44 FEET ALONG THE ARC OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 25°18'31" AND A RADIUS OF 417.55 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 22°34'44" EAST 296.70 FEET TO THE POINT OF BEGINNING.

Wingers:

BEGINNING NORTH 01°09'20" WEST 717.28 FEET ALONG THE SECTION LINE AND NORTH 90°00'00" EAST 1566.95 FEET FROM THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 36 SOUTH, RANGE 11 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 38°55'45" EAST 204.55 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF REGENCY ROAD; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 48°40'27" EAST 17.67 FEET TO A POINT OF CURVATURE TO THE LEFT, HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 19°27'22"; THENCE ALONG THE ARC OF SAID CURVE 77.11 FEET TO A POINT OF REVERSE CURVATURE, HAVING A RADIUS OF 15.00 FEET AND A CENTRAL ANGLE OF 86°19'32"; THENCE ALONG THE ARC OF SAID CURVE 22.60 FEET TO THE WESTERLY RIGHT OF WAY LINE OF SAGE DRIVE; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 18°11'42" WEST 67.50 FEET; THENCE SOUTH 22°41'29" WEST 147.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE NORTH 51°04'15" WEST 178.30 FEET TO THE POINT OF BEGINNING.

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