

Return to:
James Wright
2241 S. 1950 E
St. George, UT 94790

00708845 B: 1400 P: 1332
B: 1400 P: 1332 Fee \$43.00
Debbie B. Johnson, Iron County Recorder - Page 1 of 16
01/29/2018 08:53:06 AM By: SOUTHERN UTAH TITLE

DECLARATION AND GRANT OF EASEMENT AGREEMENT
(Access, Parking, Utilities, and Maintenance)

This DECLARATION AND GRANT OF EASEMENT AGREEMENT (this "*Easement Agreement*") is made and entered into as of the 22nd day of January, 2018 (the "*Effective Date*"), by and between WMSH DEVELOPMENT GROUP LLC, a Utah limited liability company ("*WMSH*"), and CEDAR CITY INN LLC, a Utah limited liability company ("*Cedar City Inn*"). WMSH and Cedar City Inn are referred to herein individually as a "*Party*" and, collectively, as the "*Parties*."

A. WMSH owns certain real property, which is located in Cedar City, Iron County, State of Utah, as more particularly described and depicted in attached *Exhibit "A"* (the "*WMSH Property*").

B. Cedar City Inn owns certain real property near, adjacent or contiguous to the WMSH Property, which also is located in Cedar City, Iron County, State of Utah, as more particularly described and depicted in attached *Exhibit "B"* (inclusive of any improvements thereon, the "*Cedar City Inn Property*").

C. Cedar City Inn desires to access and use (a) that portion of the WMSH Property, as more particularly described and depicted in attached *Exhibit "C"* (the "*Easement Property*"), for purposes of (1) pedestrian and vehicular access to and from of the Cedar City Inn Property, (2) vehicular parking for access to, use and enjoyment of, and benefit of the Cedar City Inn Property, (3) utilities for, and serving, the Cedar City Inn Property, (4) the ongoing servicing, maintenance, improvement, replacement, and repair of the Cedar City Inn Property, including without limitation any improvements thereon, (5) deliveries, servicing and loading/unloading, and to and for the benefit, of the Cedar City Inn Property, (6) temporary trash containment and disposal for the benefit of the Cedar City Inn Property, and (7) such uses as may be incidental, ancillary and appurtenant thereto, including, without limitation, pedestrian and vehicular access rights as reasonably necessary or appropriate therefor (individually and collectively, the "*Easement Property Uses*").

D. In connection with, in consideration of and as a condition precedent to the acquisition of the WMSH Property from J&R WRIGHT ENTERPRISES, LLC, a Utah limited liability company and an affiliate of Cedar City Inn, and, further, WMSH's ownership and use of the WMSH Property, WMSH has agreed, and is willing, to grant, subject to the terms and conditions of this Easement Agreement, to Cedar City Inn and, further, for the benefit of the Cedar City Inn Property exclusive, perpetual easements over, upon, across, under, and through the Easement Property for purposes of the Easement Property Uses (individually and collectively, the "*Easements*").

To these ends, and for and in consideration of the terms and conditions of this Easement Agreement, as well as the mutual benefits to be derived herefrom, the Parties agree as follows:

1. Grant of Access, Use and Utility Easements. Subject to the terms and conditions of this Easement Agreement, WMSH hereby grants and conveys to Cedar City Inn, for the benefit of the Cedar City Inn Property, exclusive, perpetual easements upon, over, under, through, and across the Easement Property for purposes of the Easement Property Uses (collectively, the "*Access, Parking, Utilities, and Maintenance Easements*"), subject only to, so long as the same shall not unreasonably interfere with the Easement Property Uses, but not otherwise (a) the right, and obligation, of WMSH to construct and maintain the "*Wall*" (as defined in, and contemplated under, Section 3, below) and (b) a reservation for the continuing use, repair and maintenance by the provider thereof, but not otherwise, of any existing, underground public utility improvements serving the WMSH Property as of the Effective Date, but not otherwise (the "*WMSH Utility Improvements*"), and no more.

196979

2. Easements Appurtenant. Subject to the terms, limitations and conditions set forth in this Easement Agreement, the Access, Parking, Utilities, and Maintenance Easements shall (a) constitute covenants running with the land; (b) be appurtenant to, and inure to the benefit of, the Cedar City Inn Property, the owners of the Cedar City Inn Property and their successors and assigns, all of which may enforce any obligations created by this Easement Agreement; and (c) bind and burden the WMSH Property and every person having any fee, leasehold, mortgage lien or other interest in any portion of the WMSH Property, however acquired. Further, and in any case, WMSH acknowledges, confirms and agrees that, as evidenced by this Easement Agreement, the Access, Parking, Utilities, and Maintenance Easements shall be, and shall remain, free and clear of any and all liens, claims, restrictions, conditions, or encumbrances of any kind or nature (except as may be approved or consented to by, in its sole discretion, Cedar City Inn, and as confirmed, by title insurance or otherwise, without cost or expense to Cedar City Inn, to the satisfaction of Cedar City Inn).

3. Construction, Installation, Maintenance, and Repair Obligations. In accordance with the terms and conditions of this Easement Agreement, the Parties agree that, subject to the terms and provisions of this Easement Agreement, WMSH, within eighteen (18) months following the Effective Date, at its sole cost and expenses, shall take or cause to be taken such actions as may be reasonably necessary or appropriate to design, engineer and construct a masonry block wall, not less than six (6) feet high, along (or, as shown on the Site Plan attached as *Exhibit "D"* [the "*Site Plan*"], near) the northernmost boundary of the Easement Property (the "*Wall*") and, specifically, where shown, and highlighted in yellow, on the Site Plan. The Wall shall be designed, engineered and constructed to accommodate the Storm Drain/Storm Drainage Easement granted by WMSH under the terms and conditions of that certain Declaration and Grant of Easement Agreement (Storm Drain/Storm Drainage), dated of even date herewith, between WMSH and Cedar City Inn, and the Access, Parking, Utilities, and Maintenance Easements. To these ends, Cedar City Inn shall have the right, and opportunity, to review and approve of the plans and specifications for the Wall (the "*Plans and Specifications*"), which approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of the Wall, WMSH shall provide Cedar City Inn with written certification, as signed by Buyer and the third-party architect and/or contractor responsible for the design and/or construction of the Wall, confirming that the Wall was constructed pursuant to, and in accordance with, the Plans and Specifications and, further, in accordance with any and all applicable governmental requirements, all of which shall be the sole responsibility, cost or otherwise, of WMSH. Further:

a. Upon completion of the Wall, WMSH shall be solely responsible, cost or otherwise, for the maintenance, replacement, repair, and upkeep of the Wall, except as and to the extent that any such repair shall be necessary by reason of the fault of Cedar City Inn, for which Cedar City Inn shall be responsible, cost or otherwise. In this connection, Cedar City Inn shall have the right, but not the obligation, to improve and maintain the Wall (a) at the cost and expense of WMSH, as and to the extent WMSH shall fail to do so within thirty (30) days following written notice thereof from Cedar City Inn, in which event WMSH shall reimburse Cedar City Inn therefor within thirty (30) days following written demand from Cedar City Inn, together with reasonably satisfactory evidentiary documentation of any such costs and expenses, and (b) at its sole cost and expense, as and to the extent reasonably necessary or appropriate, as reasonably determined by Cedar City Inn, for the use and enjoyment of the Access, Parking, Utilities, and Maintenance Easements granted under this Easement Agreement and/or the Cedar City Inn Property. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to any other rights or remedies to which Cedar City Inn may be entitled under this Easement Agreement, WMSH shall pay interest on any such unpaid amounts, until paid in full, at the rate of twelve percent (12%) per annum.

b. Cedar City Inn shall have the right to monitor the installation, construction, maintenance and/or repair, as applicable, of the Wall and/or any WMSH Utility Improvements; provided that Cedar City Inn's right to so monitor any such work, and/or to review and approve the Plans and

Specifications relating to the Wall, shall be solely for Cedar City Inn's own benefit and Cedar City Inn shall have no duty to ensure that the same comply with any legal, business, governmental, or insurance requirements. In connection with any such work (the "Work"), WMSH shall not suffer or permit all or any part of the Easement Property to be used for the storage of construction materials or for the staging of any construction, maintenance and repair work for the Wall or the WMSH Utility Improvements, or otherwise, without the prior written consent of Cedar City Inn. Further, except as and to the extent that any components therefor reasonably need to be located at surface level, any and all of the WMSH Utility Improvements shall be located underground and shall be buried under at least twenty-four (24) inches of cover.

c. Except as necessary by reason of the use of, or access to, the Easement Property by or at the direction of WMSH or the fault of WMSH, including without limitation by reason of any breach or default under this Easement Agreement by WMSH or by reason of the construction, repair, replacement, or maintenance of the Wall or any WMSH Utility Improvements, which shall be the sole responsibility, cost or otherwise, of WMSH, Cedar City Inn shall be solely responsible, cost or otherwise, for the maintenance, replacement, repair, and upkeep of the Easement Property. In the event that any such maintenance, replacement, repair, or upkeep of the Easement Property shall be necessary by reason of any breach or default under this Easement Agreement by WMSH, by reason of the construction, repair, replacement, or maintenance of the Wall or the WMSH Utility Improvements, or by reason of the fault of WMSH, Cedar City Inn shall have the right, but not the obligation, to cure the same at the cost and expense of WMSH, as and to the extent WMSH shall fail to do so within thirty (30) days following written notice thereof from Cedar City Inn, in which event WMSH shall reimburse Cedar City Inn therefor within thirty (30) days following written demand from Cedar City Inn, together with reasonably satisfactory evidentiary documentation of any such costs and expenses. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to any other rights or remedies to which Cedar City Inn may be entitled under this Easement Agreement, WMSH shall pay interest on any such unpaid amounts, until paid in full, at the rate of twelve percent (12%) per annum.

d. Each of WMSH's and Cedar City Inn's activities hereunder shall conform to, and shall be conducted in accordance with, any and all applicable ordinances, laws, rules, and regulations and other requirements of any governmental authorities having jurisdiction over the WMSH Property, including, without limitation, all permitting, consent and approval requirements of such authorities (as and to the extent applicable, "Applicable Laws"); provided that the Parties shall take or cause to be taken such actions as may be necessary or appropriate to ensure that the Cedar City Inn Property shall realize the benefits contemplated under this Easement Agreement and, to that end, in the event that any Applicable Laws shall adversely affect any such benefits, the Parties, at the sole cost and expense of WMSH, shall take or cause to be taken such actions, and execute or cause to be executed such instruments, as may be reasonably necessary or appropriate to ensure the same. Further, all building permits and other permits, licenses, permissions, consents and approvals required to be obtained from governmental agencies or third parties in connection with the Work or, subject to the terms and conditions hereof, the maintenance of the Easement Property, including without limitation any improvements, modifications, repairs, or replacements thereof, shall be the sole responsibility, cost or otherwise, of WMSH or Cedar City Inn, as the case may be, and shall be secured as required by Applicable Laws.

e. WMSH agrees to cooperate reasonably with Cedar City Inn in obtaining such permits and approvals as and to the extent reasonably required by Cedar City Inn to ensure the use and enjoyment of the Easement Property as contemplated hereunder; provided that any such cooperation by WMSH shall not be construed as any consent of any kind or nature to the filing or enforcing against any part of the WMSH Property of any mechanic's, materialman's, contractor's, subcontractor's, or repairman's lien, claim or encumbrance arising from any of the Access, Parking, Utilities, and Maintenance Easements. If any lien is so filed against the WMSH Property, within thirty (30) days after the date of the filing or

recording of any such lien, the, as and to the extent caused by Cedar City Inn, but not otherwise, Cedar City Inn shall cause the same to be paid and discharged of record, or, if Cedar City Inn contests the amount allegedly due or the right of the lienor to make its lien claim, Cedar City Inn shall cause a bond for at least 150% of the amount of the disputed lien claim to be issued in favor of WMSH to protect WMSH from any damage resulting from the lien during the entire time of any proceeding in which Cedar City Inn contests the lien.

f. If, in connection with the use, occupation and enjoyment of the Access, Parking, Utilities, and Maintenance Easements hereby granted, Cedar City Inn, or any party acting by, through or under Cedar City Inn, damages or destroys any landscape, hardscape, street, road, sidewalk or other improvements of WMSH, including without limitation the Wall, Cedar City Inn shall repair or replace such damaged or destroyed improvements within thirty (30) days of the date such damage occurred to a condition substantially identical to that existing before any such damage or destruction; provided, however, if the repair or replacement work will require more than thirty (30) days to complete, Cedar City Inn shall have additional time as may be required by the circumstances, not to exceed ninety (90) days, to complete such work, so long as Cedar City Inn shall commence the repair or replacement work within such thirty (30) day period and diligently prosecute the same to completion; and provided that, except with the advance, written consent of Cedar City Inn, which may be withheld, conditioned or delayed in Cedar City Inn's sole discretion, WMSH, other than the Wall and, as in existence on the Effective Date, the WMSH Utility Improvements, shall not erect, directly or indirectly, any structures, fences, walls, barricades, berms, hardscape, or landscape improvements of any kind or nature within the Easement Property, including without limitation any which would interfere with, obstruct or prevent the use and enjoyment of the Easement Property for the benefit of the Cedar City Inn Property as contemplated under this Easement Agreement.

4. Boundary Line Adjustment. In the event that, following the date hereof, WMSH shall desire to convey to Cedar City Inn, for no additional consideration, the Easement Property, then WMSH shall take or cause to be taken such actions as may be necessary or appropriate to, at WMSH' sole cost and expense, adjust the common boundary between the Cedar City Inn Property and the WMSH Property, with the consent and approval of, to the extent necessary or appropriate, any governmental authority having jurisdiction over the Cedar City Inn Property and the WMSH Property, such that the Easement Property shall become, free and clear of any and all liens, claims, restrictions, conditions, or encumbrances of any kind or nature (except as may be approved or consented to by, in its sole discretion, Cedar City Inn, and as confirmed, by title insurance or otherwise, without cost or expense to Cedar City Inn, to the satisfaction of Cedar City Inn), part and parcel of the Cedar City Inn Property. In the event that WMSH determines to pursue any such common boundary adjustment, Cedar City Inn, as and to the extent reasonably required therefor and so long as Cedar City Inn can do so without cost or expense to Cedar City Inn, shall cooperate with WMSH' efforts in that regard.

5. Breach of Maintenance Obligations; Defaults; Remedies. In the event that Cedar City Inn fails to maintain or repair any of the Easement Property or fails to repair any damages caused by, or under, Cedar City Inn to the Easement Property, the WMSH Property, or any improvements or property located thereon, WMSH shall have the right, upon thirty (30) days' prior written notice to Cedar City Inn (and except in the event Cedar City Inn shall repair any such damages within any such thirty (30) day period or, in the event more than thirty (30) days shall be required to complete any such repairs, Cedar City Inn shall have commenced such repair within such thirty (30) day period and, then, diligently prosecute the same to completion), to cause the maintenance or repair work specified in such notice to be commenced and completed and, in any such event, Cedar City Inn shall reimburse WMSH for undertaking the repair work for the total cost thereof within thirty (30) days after receipt of written notice therefor, which notice shall include written evidence of such incurred costs. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to any other rights or remedies to which WMSH may be entitled

under this Easement Agreement, Cedar City Inn shall pay interest on any such unpaid amounts, until paid in full, at the rate of twelve percent (12%) per annum.

6. General Limitations. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public or for any other public purpose whatsoever.

7. Mutual Indemnification. Cedar City Inn shall and hereby agrees to indemnify, defend and hold harmless WMSH from and against all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities or proceedings caused to the WMSH Property and/or WMSH, arising from or due to Cedar City Inn's (inclusive of Cedar City Inn's representatives, members, subsidiaries, affiliates, officers, shareholders, employees, contractors and agents (collectively, the "*Cedar City Inn Parties*") (a) use, enjoyment or occupation of the Easement Property; (b) any breach, violation or non-performance of any covenant or agreement in this Easement Agreement; and/or (c) exercise of the rights and privileges herein granted. WMSH shall and hereby agrees to indemnify, defend and hold harmless Cedar City Inn from and against all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities or proceedings caused to Cedar City Inn, arising from or due to WMSH's (inclusive of WMSH's representatives, members, subsidiaries, affiliates, officers, shareholders, employees, contractors and agents (collectively, the "*WMSH Parties*") (a) use, enjoyment or occupation of the Easement Property; (b) any breach, violation or non-performance of any covenant or agreement in this Easement Agreement; and/or (c) exercise of the rights and privileges herein granted.

8. Termination. Cedar City Inn may elect at any time to terminate its use of the Easement Property and this Easement Agreement by providing written notice to WMSH of such termination, in which event this Easement Agreement shall terminate. In connection with the termination of this Easement Agreement, Cedar City Inn shall execute and deliver to WMSH, suitable for recording, a termination of this Easement Agreement, to evidence such termination and to remove any encumbrance therefor on the WMSH Property.

9. Miscellaneous.

(a) No Waiver; Severability. The failure of any Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that such Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein. Invalidity of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits; Notices. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference. All notices and consents permitted or required under this Easement Agreement must be in writing and shall be delivered in person (receipted), by first class, registered or certified mail, by facsimile (confirmed), or by nationally-recognized, overnight courier to the other Party at the last known address of the Party, or at such address as a Party may specify for itself by written notice as provided herein.

(c) Integration; Amendments; Governing Law. This Easement Agreement contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Easement Agreement shall be recorded in the Office of the Iron County,

Utah Recorder (the "**Official Records**") and, further, may not be modified except with the consent of WMSH and Cedar City Inn and, then, only by written instrument duly executed by the Parties and, further, recorded in the Official Records. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party, and shall be governed by and construed in accordance with the laws of the State of Utah.

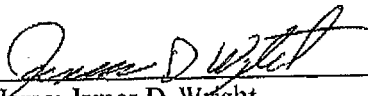
(d) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover their reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(e) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

WMSH DEVELOPMENT GROUP LLC, a Utah limited liability company

By: _____
Print Name: _____
Title: _____

CEDAR CITY INN LLC, a Utah limited liability company

By: 
Print Name: James D. Wright
Title: Manager

ACKNOWLEDGED, AGREED AND CONSENTED TO, BY:

J&R WRIGHT ENTERPRISES, LLC, a Utah limited liability company


James D. Wright, Manager

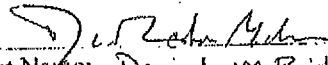
[acknowledgements follows]

Utah Recorder (the "Official Records") and, further, may not be modified except with the consent of WMSH and Cedar City Inn and, then, only by written instrument duly executed by the Parties and, further, recorded in the Official Records. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party, and shall be governed by and construed in accordance with the laws of the State of Utah.

(d) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover their reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(e) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

WMSH DEVELOPMENT GROUP LLC, a Utah limited liability company

By: 
Print Name: David McBride Malove
Title: President

CEDAR CITY INN LLC, a Utah limited liability company

By: _____
Print Name: James D. Wright
Title: Manager

ACKNOWLEDGED, AGREED AND CONSENTED TO, BY:

J&R WRIGHT ENTERPRISES, L.L.C., a Utah limited liability company

James D. Wright, Manager

[acknowledgements follows]

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this ____ day of January __, 2018, by _____, the _____ of WMSH DEVELOPMENT GROUP LLC, a Utah limited liability company.

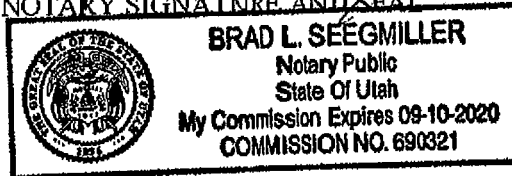
NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF Washington)

The foregoing Easement Agreement was acknowledged before me this 25th day of January, 2018, by James D. Wright, Manager of CEDAR CITY INN LLC, a Utah limited liability company.

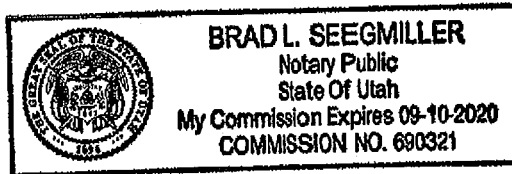
NOTARY SIGNATURE AND SEAL

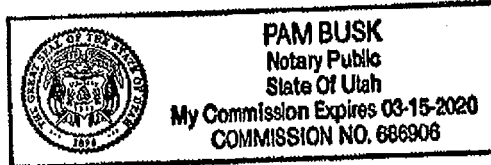
STATE OF UTAH)
 : ss.
COUNTY OF Washington)



The foregoing Easement Agreement was acknowledged before me this 25 day of January, 2018, by James D. Wright, Manager of J&R WRIGHT ENTERPRISES, LLC, a Utah limited liability company.

NOTARY SIGNATURE AND SEAL





STATE OF UTAH)
 : ss.
COUNTY OF Iron)

The foregoing Easement Agreement was acknowledged before me this 26 day of January, 2018 2018, by David McBride Malone, the President of WMSH DEVELOPMENT GROUP LLC, a Utah limited liability company.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of January, 2018, by James D. Wright, Manager of CEDAR CITY INN LLC, a Utah limited liability company.

NOTARY SIGNATURE AND SEAL

STATE OF UTAH)
 : ss.
COUNTY OF _____)

The foregoing Easement Agreement was acknowledged before me this _____ day of January, 2018, by James D. Wright, Manager of J&R WRIGHT ENTERPRISES, LLC, a Utah limited liability company.

NOTARY SIGNATURE AND SEAL

Exhibit "A"

(Legal Description and Depiction of the WMSH Property)
B-0020-0000-0000

Property located in Iron County, Utah, more particularly described as follows:

Beginning at a point which is South 00°13'25" East along the Center Quarter Line 376.50 feet and North 89°42'24" East 109.36 feet from the Center Quarter Corner of Section 10, Township 36 South, Range 11 West, Salt Lake Base and Meridian (said point being on the South right of way line of 400 North Street); and running thence South 00°17'45" East 302.21 feet to the No Access Line of I-15; thence South 31°57'41" East along said line 73.21 feet to a curve; thence along the arc of a curve to the right 222.90 feet through a central angle of 20°10'36", Radius of 632.96 feet, Chord of 221.75 feet and Chord bearing South 21°52'22" East; thence departing said No Access Line North 89°41'48" East 176.84 feet to the West line of 1100 West Street; thence South 00°24'03" East along said Street 7.86 feet; thence departing said Street North 89°41'48" East 198.0 feet; thence South 00°24'03" East 9.50 feet; thence North 89°57'45" East 129.33 feet to the West line of 1000 West Street; thence North 00°32'38" West along said Street 588.60 feet to the South line of 400 North Street; thence South 89°42'24" West along said Street 621.62 feet to the point of beginning.

Excepting therefrom the following described land:

Beginning at a point which is South 00°13'25" East along the Center Quarter Section Line 376.50 feet and North 89°42'24" East 109.36 feet from the Center Quarter Corner of Section 10, Township 36 South, Range 11 West, Salt Lake Base and Meridian (said point being on the South right of way line of 400 North Street); and running thence South 00°17'45" East 302.21 feet to the No Access Line of I-15; thence South 31°57'41" East along said line 73.21 feet to a curve; thence along the arc of a curve to the right 222.90 feet through a central angle of 20°10'36", Radius of 632.96 feet; Chord of 221.75 feet and Chord bearing South 21°52'22" East; thence departing said No Access Line North 89°41'48" East 176.84 feet to the West line of 1100 West Street; thence North 00°24'03" West along said right of way line 555.72 feet; thence along the arc of a curve to the left 23.53 feet through a central angle of 89°53'33" and Radius of 15.0 feet to the South right of way line of 400 North Street; thence South 89°42'24" West along the said right of way line 280.80 feet to the point of beginning.

Also, Excepting therefrom that portion lying within 1100 West Street, as set forth on Road Dedication Plat recorded November 15, 2017, as Entry No. 706040, in Book 1394 at Page(s) 698, Official Iron County Records.

ALSO SURVEYED AS:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4SE1/4 OF SECTION 10, T. 36 S., R. 11 W., SLB&M, THENCE S. 89°30'51" W. ALONG THE 1/16 LINE 602.10 FEET, THENCE NORTH 358.67 FEET TO THE TRUE POINT OF BEGINNING, THENCE S. 89°57'45" W. 129.29 FEET, THENCE N. 00°24'03" W. 9.50 FEET, THENCE S. 89°41'48" W. 132.00 FEET TO THE EAST LINE OF 1100 WEST STREET, THENCE N. 00°24'03" W. 563.50 ALONG THE EAST LINE OF 1100 WEST STREET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET A DISTANCE OF 23.59 FEET (THE CHORD OF SAID CURVE BEARS N. 44°39'09" E. 21.23 FEET), THENCE N. 89°42'24" E. ALONG THE SOUTH LINE OF 400 NORTH STREET 229.84 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 15.00 FEET A DISTANCE OF 23.50 FEET (THE CHORD OF SAID CURVE BEARS S. 45°25'07" E. 21.17 FEET), THENCE S. 00°32'38" E. ALONG THE WEST LINE OF 1000 WEST STREET 573.66 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit "A"
(continued)

(Legal Description and Depiction of the WASH Property)

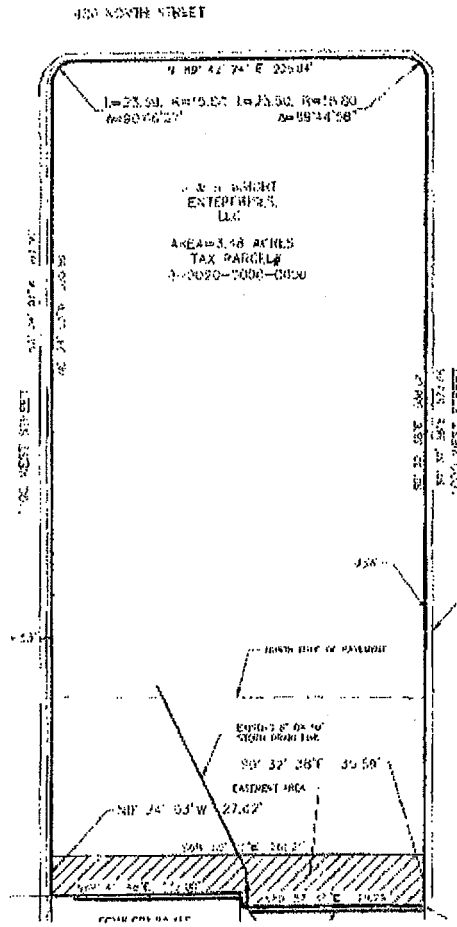


Exhibit "B"

(Legal Description and Depiction of the Cedar City Inn Property)
B-0008-0003-0000, B-0008-0006-0000, B-0008-0001-0197

Property located in Iron County, Utah, more particularly described as follows:

Parcel 1:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4SE1/4 OF SECTION 10, T. 36 S., R. 11 W., SLB&M. THENCE S. 89°30'51" W. ALONG THE 1/16 LINE 596.88 FEET TO THE WEST LINE OF 1000 WEST STREET, THENCE N. 0°24'03" W. ALONG THE WEST LINE OF 1000 WEST STREET 85.86 FEET, THENCE S. 89°41'48" W. 132.00 FEET, THENCE S. 00°24'03" E. 147.50 FEET, THENCE S. 89°41'48" W. 132.00 FEET TO THE EAST LINE OF THE 1100 WEST STREET, THENCE N. 00°24'03" W. ALONG THE EAST LINE OF 1100 WEST STREET 364.40 FEET TO THE TRUE POINT OF BEGINNING, THENCE N. 00°24'03" W. 66.00 FEET, THENCE N. 89°41'48" E. 132.00 FEET, THENCE S. 00°24'03" E. 66.00 FEET, THENCE S. 89°41'48" W. 132.00 FEET TO THE TRUE POINT OF BEGINNING.

Parcel 2:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4SE1/4 OF SECTION 10, T. 36 S., R. 11 W., SLB&M. THENCE S. 89°30'51" W. ALONG THE 1/16 LINE 596.88 FEET TO THE WEST LINE OF 1000 WEST STREET, THENCE N. 0°24'03" W. ALONG THE WEST LINE OF 1000 WEST STREET 85.86 FEET, THENCE S. 89°41'48" W. 132.00 FEET, THENCE S. 00°24'03" E. 147.50 FEET, THENCE S. 89°41'48" W. 132.00 FEET TO THE EAST LINE OF THE 1100 WEST STREET, THENCE N. 00°24'03" W. ALONG SAID EAST LINE OF 1100 WEST STREET 298.40 FEET TO THE TRUE POINT OF BEGINNING, THENCE N. 00°24'03" W. 66.00 FEET, THENCE N. 89°41'48" E. 132.00 FEET, THENCE S. 00°24'03" E. 66.00 FEET, THENCE S. 89°41'48" W. 132.00 FEET TO THE TRUE POINT OF BEGINNING.

Parcel 3:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4SE1/4 OF SECTION 10, T. 36 S., R. 11 W., SLB&M, THENCE S. 89°30'51" W. ALONG THE 1/16 LINE 596.88 FEET TO THE WEST LINE OF 1000 WEST STREET, THENCE N. 0°24'03" W. ALONG THE WEST LINE OF 1000 WEST STREET 85.86 FEET TO THE TRUE POINT OF BEGINNING, THENCE S. 89°41'48" W. 132.00 FEET, THENCE S. 00°24'03" E. 147.50 FEET, THENCE S. 89°41'48" W. 132.00 FEET TO THE EAST LINE OF 1100 WEST STREET, THENCE N. 00°24'03" W. ALONG THE EAST LINE OF 1100 WEST STREET 298.40 FEET, THENCE N. 89°41'48" E. 132.00 FEET, THENCE N. 00°24'03" W. 122.50 FEET, THENCE N. 89°57'45" E. 129.29 FEET TO THE WEST LINE OF 1000 WEST STREET, THENCE S. 00°32'38" E. ALONG THE WEST LINE OF 1000 WEST STREET 27.48 FEET TO A POINT OF CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 2758.15 A DISTANCE OF 80.73 FEET (THE CHORD OF SAID CURVE BEARS S. 01°22'57" E. 80.73 FEET) TO A POINT OF CURVE ON CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2493.28 A DISTANCE OF 79.20 FEET (THE CHORD OF SAID CURVE BEARS S. 01°18'39" E. 79.20 FEET), THENCE S. 00°24'03" E. 85.41 FEET TO THE TRUE POINT OF BEGINNING.

Exhibit "B"
(continued)

(Legal Description and Depiction of the Cedar City Inn Property)

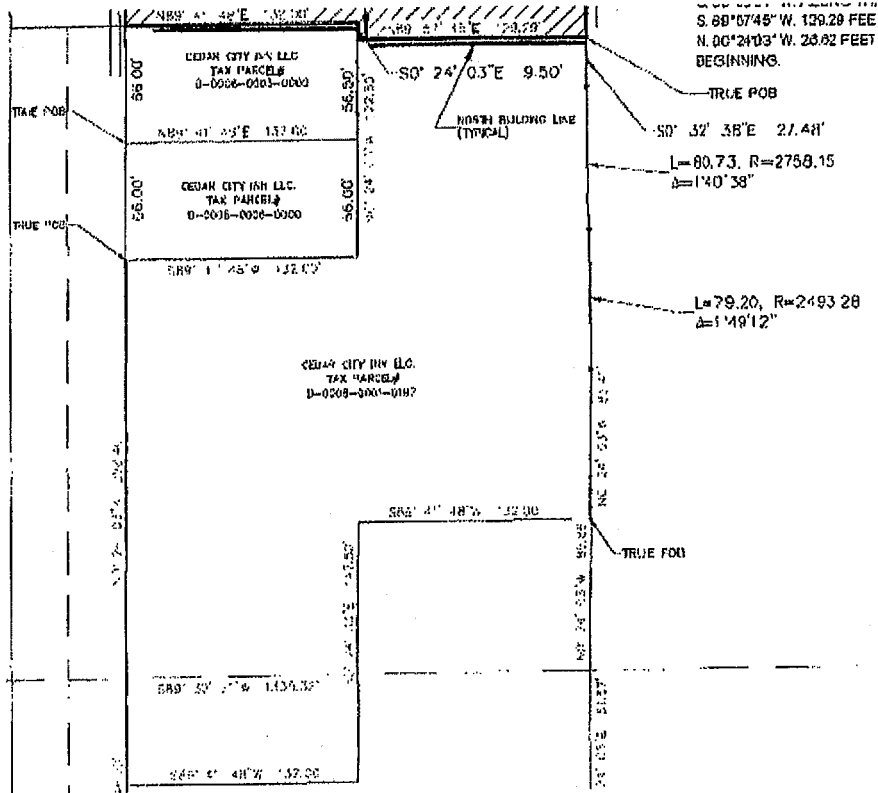


Exhibit "C"

(Legal Description and Depiction of the Easement Property)

Property located in Iron County, Utah, more particularly described as follows:

BEGINNING AT THE SOUTHEAST CORNER OF THE NW1/4SE1/4 OF SECTION 10, T. 36 S., R. 11 W., SLB&M, THENCE S. 89°30'51" W. ALONG THE 1/16 LINE 602.10 FEET, THENCE NORTH 358.67 FEET TO THE TRUE POINT OF BEGINNING, THENCE S. 89°57'45" W. 129.29 FEET, THENCE N. 00°24'03" W. 9.50 FEET, THENCE S. 89°41'48" W. 132.00 FEET, THENCE N. 00°24'03" W. 26.62 FEET, THENCE S. 89°50'05" E. 261.21 FEET, THENCE S. 00°32'38" E. 34.59 FEET TO THE TRUE POINT OF BEGINNING.

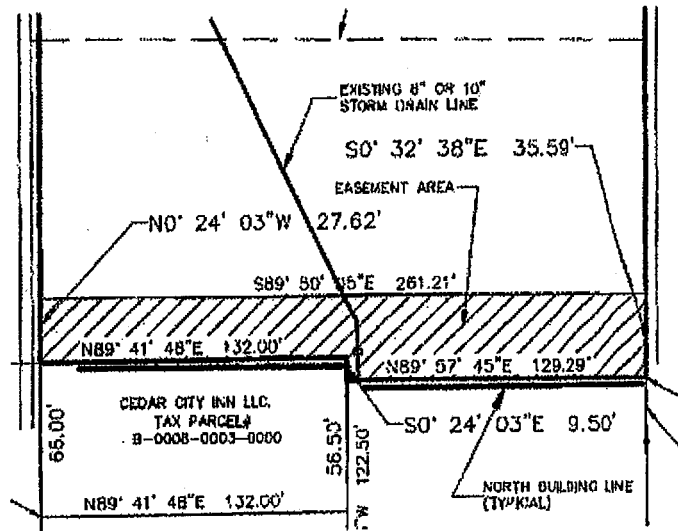


Exhibit "D"

(Site Plan - Depiction of Wall)

(see attached)

