



## EXHIBIT A

### Legal Description

The following described real property is located in Salt Lake County, State of Utah:

#### PARCEL 1:

That portion of the following described property beginning South 0°27'32" East 50.51 feet from the Northwest corner of the Northeast quarter of the Northeast quarter of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 88°05'24" East 164.75 feet; thence East 112.26 feet; thence South 47°38'59" East 15.92 feet; thence South 381 feet; thence East 314 feet; thence South 938 feet; thence West 594 feet; thence North 1330 feet to the point of beginning.

Less and excepting therefrom any portion lying within the following described property:

Beginning at a point on the grantor's North property line, said point being 918.89 feet North 89°13'15" West along the section line and South 00°46'45" West 448.00 feet from the Northeast corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 00°09'18" East 36.92 feet to a point on a 550 foot radius curve to the right; thence along the arc of said curve 486.24 feet through a central angle of 50°39'12" (chord bears South 25°10'18" West 470.56 feet) to a point of reverse curvature on a 470 foot radius curve to the left; thence along the arc of said curve 411.61 feet through a central angle of 50°10'38" (chord bears South 25°24'35" West 398.58 feet); thence South 00°19'16" West 104.79 feet to the grantor's South boundary line; thence along said South boundary line North 89°23'31" West 40.00 feet to the grantor's Southwest boundary corner; thence North 00°19'16" East along the grantor's West boundary line 310.50 feet to a point on non-tangent 550 foot radius curve to the right with a center bearing South 67°41'33" East; thence along the arc of said curve 270.61 feet through a central angle of 28°11'27" (chord bears North 36°24'11" East 267.89 feet) to a point of reverse curvature on a 470 foot radius curve to the left; thence along the arc of said curve 415.51 feet through a central angle of 50°39'12" (chord bears North 25°10'18" East 402.11 feet); thence North 00°09'18" West 38.22 feet to the grantor's North boundary line; thence along said North boundary line South 89°13'15" East 80.01 feet to the point of beginning.

Also less and excepting therefrom any portion lying within the following described property:

Beginning at a point 902.89 feet North 88°57'45" West along the section line and 448.00 feet South 01°02'15" West from the Northeast corner of Section 31, Township 3

South, Range 1 West, Salt Lake Base and Meridian at a point on a non-tangent 1014.00 foot radius curve to the left and running thence Southerly 781.18 feet along the arc of said curve through a central angle of 44°08'26" (chord bears South 22°04'37" East 762.01 feet) to a point of reverse curvature on a 1126.00 foot radius curve to the right; thence Southerly 291.32 feet along the arc of said curve through a central angle of 14°49'25" (chord bears South 36°44'07" East 290.51 feet) to the Grantor's South property line; thence along said South property line North 89°06'59" West 132.12 feet to a point on a 1014.00 foot radius non-tangent curve to the left; thence Northerly 195.82 feet along the arc of said curve through a central angle of 11°03'54" (chord bears North 38°36'53" West 195.52 feet) to a point of reverse curvature of a 1126.00 foot radius curve to the right; thence along the arc of said curve 869.51 feet through a central angle of 44°14'40" (chord bears North 22°01'30" West 848.07 feet) thence South 88°57'45" East 112.02 feet to the point of beginning.

Also less and excepting therefrom any portion lying within the following described property:

Beginning at the Northwest corner of the overall parcel, said corner being 1329.10 feet North 88°57'45" West along the section line and 50.50 feet South 00°34'52" West from the Northeast corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along the Grantor's North property line South 87°03'00" East 164.75 feet and South 88°57'36" East 112.26 feet; thence South 46°36'35" East 7.45 feet; thence North 88°57'45" West 282.34 feet; thence North 00°34'52" East 10.52 feet to the point of beginning.

**PARCEL 2:**

Beginning South 1018.4 feet from the Northeast Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 367.6 feet; thence West 726 feet; thence North 1049.6 feet; thence East 408.5 feet; thence South 682 feet; thence East 317.5 feet to the point of beginning.

Less and excepting therefrom any portion lying within the following described property:

Beginning at a point 902.89 feet North 88°57'45" West along the section line and 448.00 feet South 01°02'15" West from the Northeast corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian at a point on a non-tangent 1014.00 foot radius curve to the left and running thence Southerly 781.18 feet along the arc of said curve through a central angle of 44°08'26" (chord bears South 22°04'37" East 762.01 feet) to a point of reverse curvature on a 1126.00 foot radius curve to the right; thence Southerly 291.32 feet along the arc of said curve through a central angle of 14°49'25" (chord bears South 36°44'07" East 290.51 feet) to the Grantor's South property line; thence along said South property line North 89°06'59" West

132.12 feet to a point on a 1014.00 foot radius non-tangent curve to the left; thence Northerly 195.82 feet along the arc of said curve through a central angle of  $11^{\circ}03'54''$  (chord bears North  $38^{\circ}36'53''$  West 195.52 feet) to a point of reverse curvature of a 1126.00 foot radius curve to the right; thence along the arc of said curve 869.51 feet through a central angle of  $44^{\circ}14'40''$  (chord bears North  $22^{\circ}01'30''$  West 848.07 feet) thence South  $88^{\circ}57'45''$  East 112.02 feet to the point of beginning.

**PARCEL 3:**

Beginning at a point 918.89 feet North  $89^{\circ}13'15''$  West along the section line and South  $00^{\circ}46'45''$  West 448.00 feet from the Northeast corner of section 31, Township 3 South Range 1 West, Salt Lake Base and Meridian, and running thence South  $00^{\circ}09'18''$  East 36.92 feet to a point on a 550 foot radius curve to the right; thence along the arc of said curve 486.24 feet through a central angle of  $50^{\circ}39'23''$  (chord bears South  $25^{\circ}10'18''$  West 470.56 feet) to a point of a reverse curvature on a 470 foot radius curve to the left; thence along the arc of said curve 411.61 feet through a central angle of  $50^{\circ}10'38''$  (chord bears South  $25^{\circ}24'35''$  West 398.58 Feet); thence South  $00^{\circ}19'16''$  West 104.79 feet to the grantors South boundary line; thence along said South boundary line North  $00^{\circ}19'16''$  East along the grantors West boundary line 310.50 feet to a point on a non-tangent 550 foot radius curve to the right with a center bearing South  $67^{\circ}41'33''$  East; thence along the arc of said curve 270.61 feet through a central angle of  $28^{\circ}11'27''$  (chord bears North  $36^{\circ}24'11''$  East 267.89 feet) to a point of reverse curvature on a 470 foot radius curve to the left; thence along the arc of said curve 415.51 feet through a central angle of  $50^{\circ}39'12''$  (chord bears North  $25^{\circ}10'18''$  East 402.11 feet); thence North  $00^{\circ}09'18''$  West 38.22 feet to the grantors North boundary line; thence along said North boundary line South  $89^{\circ}13'15''$  East 80.01 feet to the point of beginning.

Less and excepting therefrom any portion lying within the following described property:

Beginning at a point 902.89 feet North  $88^{\circ}57'45''$  West along the section line and 448.00 feet South  $01^{\circ}02'15''$  West from the Northeast corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian at a point on a non-tangent 1014.00 foot radius curve to the left and running thence Southerly 781.18 feet along the arc of said curve through a central angle of  $44^{\circ}08'26''$  (chord bears South  $22^{\circ}04'37''$  East 762.01 feet) to a point of reverse curvature on a 1126.00 foot radius curve to the right; thence Southerly 291.32 feet along the arc of said curve through a central angle of  $14^{\circ}49'25''$  (chord bears South  $36^{\circ}44'07''$  East 290.51 feet) to the Grantor's South property line; thence along said South property line North  $89^{\circ}06'59''$  West 132.12 feet to a point on a 1014.00 foot radius non-tangent curve to the left; thence Northerly 195.82 feet along the arc of said curve through a central angle of  $11^{\circ}03'54''$  (chord bears North  $38^{\circ}36'53''$  West 195.52 feet) to a point of reverse

curvature of a 1126.00 foot radius curve to the right; thence along the arc of said curve 869.51 feet through a central angle of 44°14'40" (chord bears North 22°01'30" West 848.07 feet) thence South 88°57'45" East 112.02 feet to the point of beginning.

PARCEL 4:

Beginning 983.52 feet South and 1314.25 feet West and South 89°53'45" West 163.56 feet from the Northeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Meridian; South 0°05'51" West 253.56 feet more or less; South 89°53'45" West 1612.19 feet more or less; North 253.56 feet; North 89°53'45" East 1612.19 feet to beginning.

PARCEL 5:

Beginning at a point which is North 89°46'58" West, 1314.92 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°46'58" West, 2629.83 feet; thence North 00°08'38" East, 1318.88 feet; thence South 89°52'08" East, 2628.76 feet; thence South 00°05'51" West, 1322.84 feet to the point of beginning.

Less and excepting therefrom:

All of MASCARO ESTATES SUBDIVISION, according to the official plat thereof filed in Book "94-7p" of Plats, at Page 214 of the Official Records of the Salt Lake County Recorder.

Also less and excepting therefrom:

All of VINSON SUBDIVISION, according to the official plat thereof, filed in Book "97-7p" of Plats, at Page 214 of the Official Records of the Salt Lake County Recorder.

Also less and excepting therefrom:

Beginning at a point which is North 89°46'58" West, 3544.75 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°46'58" West, 400.00 feet; thence North 00°08'38" East, 330.00 feet; thence South 89°46'58" East, 400.00 feet; thence South 00°08'38" West, 330.00 feet to the point of beginning.

Also less and excepting therefrom:

Beginning at a point which is North 89°46'58" West, 3544.75 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°08'38" East, 330.00 feet; thence South 89°46'58" East, 391.59 feet to the center of Rose Canyon Road; thence Southerly 133.98 feet along the arc of 400.00 foot radius curve to the right (chord bears South 00°25'27" West, 133.35 feet); thence South 10°01'11" West, 199.56 feet; thence North 89°46'58" West 356.71 feet to the point of beginning.

Also less and excepting therefrom:

Beginning at a point which is North 89°46'58" West, 3604.75 feet and North 0°08'38" East, 990.00 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°46'58" West, 340.00 feet; thence North 00°08'38" East, 328.88 feet; thence South 89°52'08" East, 340.00 feet; thence South 00°08'38" West 329.39 feet to the point of beginning.

Together with a right of way and easement being 25 feet on each side of the following center line. Beginning at a point in the center of Rose Canyon Road said point being North 671.83 feet and West 3118.99 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°46'58" East, 484.08 feet. And also together with a right of way being 40.00 feet wide West of the following described line. Beginning at a point North 89°46'58" West, 3604.75 feet and North 00°08'38" East, 660.00 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 00°08'38" East, 330.00 feet.

Also less and excepting therefrom:

Beginning at a point which is North 89°46'58" West 2,781.92 feet from the Southeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence North 89°46'58" West 406.12 feet to the center of Rose Canyon Road; thence North 10°01'11" East 199.56 feet; thence Northeasterly 95.71 feet along the arc of a 400 foot radius curve to the left (chord bears North 3°09'55" East 95.48 feet; thence South 89°46'58" East 366.63 feet; thence South 00°05'51" West 292.00 feet to the point of beginning.

PARCEL 6:

Beginning at a point which is South 983.52 feet and West 1477.81 feet from the Northeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°53'45" East, 1612.19 feet; thence South 233.26 feet; thence West 220.13 feet; thence South 0°14'45" West, 446.57 feet; thence South 73°55'10" East 145.52 feet; thence North 89°53'45" East, 1814.21 feet; thence Northerly along a 540.00 foot radius curve to the left (radius point bears North 86°32'21" East) an arc distance of 73.40 feet (delta angle = 7°47'16"); thence North 3°27'39" West, 259.71 feet to a point on a 185.00 foot radius curve to the right (radius point bears North 43°00'34" West); thence Northerly along said curve an arc distance of 126.22 feet (delta angle = 50°27'05"); thence South 89°53'45" West, 139.43 feet; thence North 0°05'51" East, 268.50 feet to the point of beginning.

Less and excepting therefrom:

Beginning at a point North 89°49'59" West 2926.99 feet along section line and South 00°10'01" West 1243.13 feet from the Northeast corner of Section 9, Township 4 South, Range 2 West, Salt

Lake Meridian, and running thence South 40°47'04" East 82.87 feet; thence South 04°12'56" West 239.07 feet; thence South 49°12'56" West 82.87 feet; thence North 85°47'04" West 82.87 feet; thence North 40°47'04" West 82.87 feet; thence North 04°12'56" East 239.07 feet; thence North 49°12'56" East 82.87 feet; thence South 85°47'04" East 82.87 feet to the point of beginning.

Also less and excepting therefrom:

Beginning on the Northeast corner of Lot 23, HIGH COUNTRY ESTATES PHASE 2, a proposed subdivision, as a point which lies 2081.00 feet East 1208.23 feet South from the Northwest corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence along the East line of said Lot 23, South 0°14'45" West 486.88 feet; thence North 73°55'10" West 145.52 feet; thence North 0°14'45" East 446.57 feet to the North line of said Lot 23, thence along said North line East 140.00 feet to the point of beginning.

Also less and excepting:

Beginning 983.52 feet South and 1314.25 feet West and South 89°53'45" West 163.56 feet from the Northeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Meridian; South 0°05'51" West 253.56 feet more or less; South 89°53'45" West 1612.19 feet more or less; North 253.56 feet; North 89°53'45" East 1612.19 feet to beginning.

PARCEL 7:

Beginning on the Northeast corner of Lot 23, HIGH COUNTRY ESTATES PHASE 2, a proposed subdivision, as a point which lies 2081.00 feet East 1208.23 feet South from the Northwest corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian; and running thence along the East line of said Lot 23, South 0°14'45" West 486.88 feet; thence North 73°55'10" West 145.52 feet; thence North 0°14'45" East 446.57 feet to the North line of said Lot 23, thence along said North line East 140.00 feet to the point of beginning.

PARCEL 8:

Beginning at a point which is South 500.00 feet and West 3,410.00 feet from the Northeast corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 720.00 feet; thence North 35°59'17" West 192.3 feet; thence North 28°44'34" West 161.47 feet; thence North 21°03'12" West 63.71 feet; thence North 11°14'27" West 441.4 feet; thence South 87°14'59" East 102.93 feet; thence along the arc of a 388.02 foot radius curve to the right (chord bears South 71°44'39" East 207.46 feet) 210.01 feet to the point of beginning.

PARCEL 9:

Beginning on the Northeast corner of Lot 23, HIGH COUNTRY ESTATES PHASE 2, a proposed subdivision, at a point which lies 2081.00 feet East 1208.23 feet South from the Northwest corner of Section 9, Township 4 South, Range 2 West, Salt Lake Base and Meridian and running thence along the East line of said Lot 23, South 0°14'45" West 486.88 feet thence

North 73°55'10" West 145.52 feet thence North 0°14'45" East 446.57 feet to the North line of said Lot 23, thence along said North line East 140.00 feet to the point of beginning.



**EXHIBIT B**

Stipulated Order Appointing Receiver with Limited Authority and  
Order Specifically Identifying Exhibits to Receivership Order

[See attached]

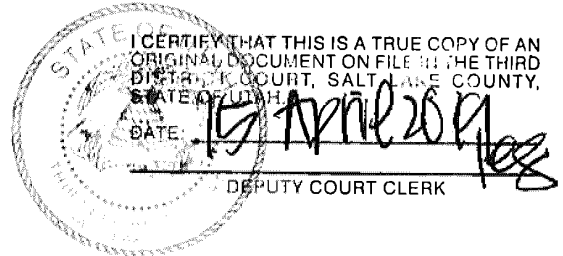
The Order of the Court is stated below:

Dated: October 16, 2017  
11:17:22 AM

/s/ SANDRA N. PEULER  
District Court Judge



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Attorneys for Plaintiffs

IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

MASCARO FAMILY PARTNERSHIP;  
TONY JOE MASCARO; and TONY  
MASCARO, INC.,

Plaintiffs,

v.

DENETTE FACER, an individual,

Defendant.

**STIPULATED ORDER APPOINTING  
RECEIVER WITH LIMITED AUTHORITY**

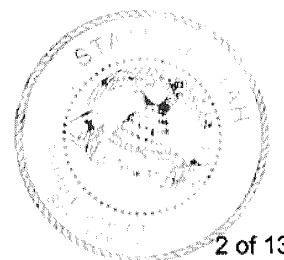
Case No. 160903337

Judge Sandra N. Peuler

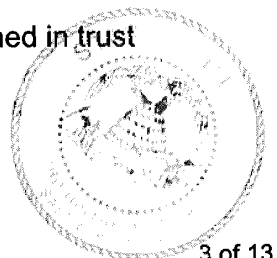
Pursuant to UTAH RULES OF CIVIL PROCEDURE, Rule 66 and the Uniform Commercial Real Estate Receivership Act, Utah Code Ann. § 78B-21-1-1, *et seq.* (the "Act"), Plaintiffs Mascaro Family Partnership, Tony Joe Mascaro, and Tony Mascaro, Inc., and Defendant Denette Mascaro Facer <sup>1</sup> (collectively referred to as the "Receivership Plaintiffs and Defendants") stipulate to the appointment of a Receiver with limited powers and to a preliminary injunction:

<sup>1</sup> Defendant Denette Mascaro Facer is also a Counterclaim Plaintiff against Counterclaim Defendant Mascaro Family Partnership. In addition, derivatively, Mascaro Family Partnership is a Counterclaim Plaintiff against Counterclaim Defendant Tony Joe Mascaro.

1. Attorney David K. Broadbent is appointed as the Receiver of the real estate owned by the Mascaro Family Partnership in the above-captioned case. The parties shall continue to litigate the underlying claims set forth in the Complaint and Counterclaims.
2. Subject to the remaining provisions of this Order and any further orders of this Court, the power of the Receiver is limited to the following:
  - a. To sell, manage, collect rents, collect proceeds from the sale of the following real estate owned by the Mascaro Family Partnership located in Utah, and retain all proceeds in the Receiver's deposit account:
    - i. The Salt Lake County parcels listed in Exhibit A.
    - ii. The Sanpete County parcels listed in Exhibit B.
3. Recently, Legal Counsel to the Parties have been informed that Antionette [cf. Antoinette] Mascaro Stephensen ( a 9.6247 % owner of the Mascaro Family Partnership, eldest child of Plaintiff Tony Joe Mascaro, and older sister of Defendant Denette Mascaro Facer) had inadvertently built part of her home on the northern edge of the 12.52 acre Salt Lake County parcel 27-31-200-046-0000 (hereinafter also referred to as "**parcel 046**") which is owned by the Mascaro Family Partnership and is listed in Exhibit A.



4. To try to accommodate Antionette M. Stephensen, the Parties have agreed to have the 12.52 acre "parcel 046" subdivided into two parcels, separating the northern area of about 0.94 acres (plus or minus 0.2 acres)(hereinafter also referred to as "**parcel 046a**") from the remaining about 11.58 acres (i.e., 12.52 - 0.94 acres) located to the south (hereinafter also referred to as "**parcel 046b**"). See **Exhibit C** for rough estimations and suggestions for these two new subdivisions.
5. The Receiver is directed to coordinate, supervise, implement, and facilitate the subdividing of parcel 046 into parcels 046a and 046b at his discretion (including, but not limited to, determining the dimensions of the two subdivision parcels).
6. The Receiver is directed to sell parcel 046b (of about 11.58 acres) with the other parcels listed in Exhibit A.
7. The Receiver is directed not to sell parcel 046a (of about 0.94 acres).
8. The disposition of parcel 046a will be dealt with by the Parties and the Court after the sale of all the other Partnership real estate.
9. The parties also are reserving their rights relating to property and equipment owned by Tony Mascaro, Inc. Also, the parties are reserving their rights relating to property held in trust, including but not limited to the 3 Rose Canyon Road properties owned in trust

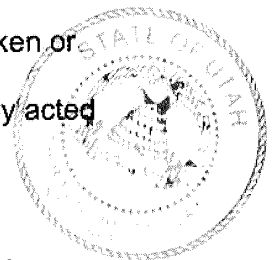


jointly between Denette and Tony. This property is not subject to this Order at this time, although potentially it may be added at a later date.

10. In carrying out the foregoing duties, the Receiver shall have all powers conferred upon a receiver in the Act and in Utah.R.Civ.P., Rule 66.

11. The Receiver's deposit account shall be entitled "Receiver's Account, Estate of Mascaro Family Partnership", together with the name of the action. The real property identified in Exhibits A and B, as well as the proceeds from the lease and sale thereof are referred to as the "Receivership Property."

12. The authority is vested in the Receiver subject to the duty of care stated in Utah Code Ann. § 48-2e-409(3). The Receiver and his agents, acting within scope of such agency ("Retained Personnel") are entitled to rely on all outstanding rules of law and Orders of this Court and shall not be liable to anyone for their own good faith compliance with any order, rule, law, judgment, or decree. In no event shall the Receiver or Retained Personnel be liable to anyone for their good faith compliance with their duties and responsibilities as Receiver or Retained Personnel nor shall the Receiver or Retained Personnel be liable to anyone for any actions taken or omitted by them except upon finding by this Court that they acted



or failed to act as a result of gross negligence, reckless conduct, intentional misconduct or a knowing violation of law.<sup>2</sup>

13. This Court shall retain jurisdiction over any action filed against the Receiver or Retained Personnel based upon acts or omissions committed in their respective capacities.

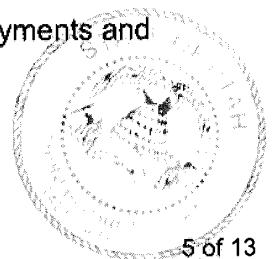
14. To liquidate the Receivership Property, the Receiver shall have all powers, authorities, rights, and privileges heretofore possessed by the officers, directors, managers, and general and limited partners of the Mascaro Family Partnership under applicable state law by the governing agreements in addition to all powers and authority of a receiver at equity, and all powers conferred upon a receiver by the provisions of Utah R. Civ. 66 and by the Act.

15. In possessing and liquidating the Receivership Property, the Receiver shall have the following general powers and duties:

- a. To take custody, control, and possession of all Receivership Property and records relevant thereto from the Receivership Plaintiffs and Defendants;
- b. To manage, control, operate, and maintain the Receivership Property and hold in his possession, custody, and control all Receivership Property, pending further Order of this Court;
- c. To use Receivership Property to make payments and

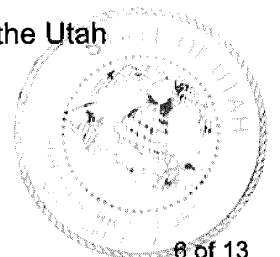
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<sup>2</sup> Change made to conform to the standards of 48-2e-409.



disbursements, incur expenses as may be necessary or advisable in the ordinary course of business (including, but not limited to, paying the annual county property tax assessments), and discharge his duties as Receiver;

- d. To take any action, which, prior to the entry of this Order, could have been taken by the managing partners of the Mascaro Family Partnership;
- e. To engage and employ persons in his discretion to assist him in carrying out his duties and responsibilities hereunder, limited to accountants, attorneys from the Receiver's law firm of Holland & Hart, real estate agents and brokers, appraisers, and traders or auctioneers. The Receiver may, with approval of this Court, employ other persons if the Receiver deems it advisable;
- f. To take such action as necessary and appropriate for the preservation of Receivership Property or to prevent the dissipation or concealment of Receivership Property;
- g. The Receiver is authorized to issue subpoenas for documents and testimony consistent with the Utah

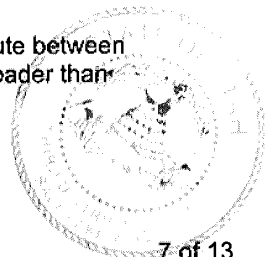


Rules of Civil Procedure; to meet with the parties and obtain evidence relating to the Receivership Property,<sup>3</sup> including its fair market value of and the reasonableness of any offer made on the Receivership Property;

- h. With or without the parties' input or evidence from the parties, and without further Order of this Court, in his sole discretion, the Receiver is authorized to sell the Receivership Property;
- i. Without further Order of this Court, the Receiver is authorized to sign a Statement of Authority, as well as any necessary Affidavit of Authority, or any similar documents required, necessary to affect the sale of the Receivership Property;
- j. The Receiver is authorized to receive and collect all rent and lease payments for the rental or lease of any of the real estate. The Receiver also is authorized to negotiate or renegotiate the terms of any and all necessary leases in his sole discretion;
- k. At the conclusion of each sales transaction, the net proceeds shall be deposited in the aforementioned

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<sup>3</sup> The Receiver will not be investigating or otherwise interested in the underlying dispute between the parties, but may need to obtain information regarding the Receivership Property that is broader than fair market value.





trust account of the Receiver. All funds held in that account shall be disbursed only as this Court directs in additional Orders. These additional Orders may result from the stipulation of the parties or from contested Motions;

- I. Only after the conclusion of each sales transaction, the Receiver will file a Report with the Court describing the transaction and accounting for the gross and net proceeds deposited in the trust account. No other Reports will be required; and
- m. To take such other actions as may be approved by this Court.

16. As agreed to during the first mediation of the parties, Tony Joe Mascaro is to transfer back to the Mascaro Family Partnership the following real estate parcel:

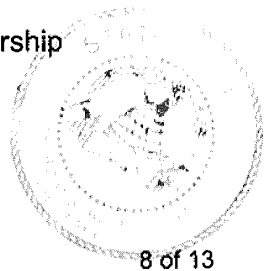
Salt Lake County parcel number: 27-31-200-068-0000

Location: 4185 W 12600 S

Total acres: 5.53

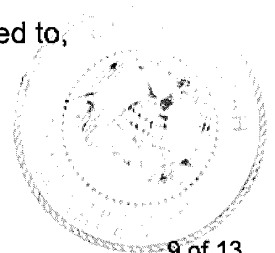
This parcel is also to be sold by the Receiver.

17. Except as otherwise specified herein, all Receivership Property is frozen until further Order of this Court. Accordingly, all persons and entities with direct or indirect control over any Receivership



Property, other than the Receiver, are hereby restrained and enjoined from directly or indirectly transferring, setting off, receiving, changing, selling, pledging, assigning, liquidating, or otherwise disposing of or withdrawing such assets. Based upon the stipulation of the parties, pursuant to Utah R. Civ. P. 65A(a), Tony Joe Mascaro and Denette Mascaro Facer, as general partners of the Mascaro Family Partnership, are enjoined from selling, alienating, or transferring any of the Receivership Property, or interfering in any way with the Receiver's efforts to do so, including but not limited to the following:

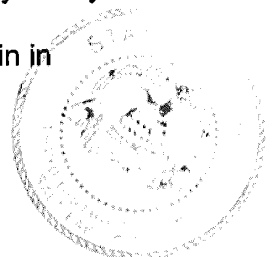
- a. Interfere with the Receiver's efforts to take control, possession, or management of any Receivership Property; such prohibited actions include but are not limited to, using self-help or executing or issuing or causing the execution or issuance of any court attachment, replevin, execution, or other process for the purpose of impounding or taking possession or interfering with or creating or enforcing a lien upon any Receivership Property;
- b. Hinder, obstruct, or otherwise interfere with the Receiver in the performance of his duties (such prohibited actions include, but are not limited to,



concealing, destroying, or altering records or information);

- c. Dissipate or otherwise diminish the value of any Receivership Property; such prohibited actions include, but are not limited to, releasing claims or disposing, transferring, exchanging, assigning, or in any way conveying any Receivership Property, enforcing judgments, assessments or claims against any Receivership Property or any Receivership Plaintiffs or any Receivership Defendants, attempting to modify, cancel, terminate, call, extinguish, revoke, or accelerate (the due date), of any lease, loan, mortgage, indebtedness, security agreement, or other agreement executed by any Receivership Plaintiffs or any Receivership Defendants or which otherwise affects any Receivership Property; or,
- d. Interfere with or harass the Receiver, or interfere in any matter with the exclusive jurisdiction of this Court over the Receivership Estate.

18. The Receiver shall promptly notify the Court and counsel of any failure or apparent failure of any person or entity to comply in any way with the terms of this Order. This injunction will remain in



place until the conclusion of this case, including any appeals.

19. The authority of the Receiver is limited to the authority expressly granted in this Order. The Receiver does not have the authority to investigate any other issues in this case, other than the identification of all of the Receivership Property, its fair market value, and the reasonableness of any offers made on this property. He shall have the authority to accept, reject, or make counteroffers, and take all reasonable steps necessary to liquidate or sell the Receivership Property.

20. The parties are ordered to sign all documents necessary to facilitate the sale of the Receivership Property.

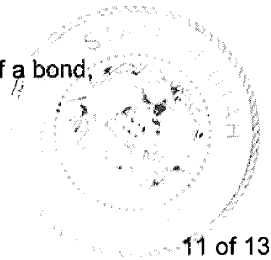
21. The Receiver shall post a bond with the Court in the amount of \$10,000, with one or more sureties approved by the Court. The cost of such bond shall be a receivership expense.<sup>4</sup>

22. The Receiver shall be compensated at his normal hourly rates, and for any costs, including expert witness fees he deems necessary, such as fees for an appraiser, paid from the proceeds of each sale, lease, or rental of the Receivership Property.

23. The Receiver is authorized to withhold sufficient funds from the sale of any such property to insure the timely payment of his fees and costs in the future.

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<sup>4</sup> Unlike Rule 66(c), which makes a bond optional, the Act mandates the posting of a bond, although the amount is in the court's discretion.



24. The Receiver need not obtain Court approval prior to the disbursement of Receivership Funds for expenses in the ordinary course of the administration and operation of the Receivership. Further, prior Court approval is not required for payments of applicable federal, state, or local taxes, provided that the parties shall be responsible for the payment of any state and federal income taxes resulting from the lease and sale of Receivership Property.

*The judge's electronic signature appears at the top of the first page of this order.*

Approved as to form:

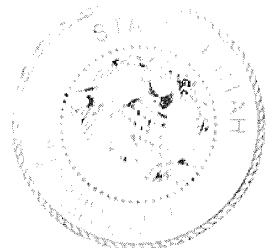
*/s/ Franklin Reed Bennett Signed by  
Mark A. Larsen with permission of Franklin Reed Bennett*

\_\_\_\_\_  
Franklin ("Frank") Reed Bennett  
Attorney for Defendant and Counterclaim Plaintiffs

and

*/s/ Denette Mascaro Facer Signed by  
Mark A. Larsen with permission of her attorney, Franklin Reed Bennett*

\_\_\_\_\_  
Denette Mascaro Facer  
Defendant and Counterclaim Plaintiff



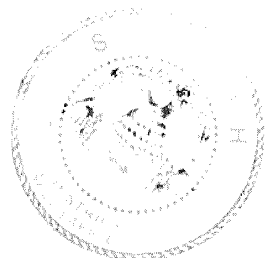
and

LARSEN & RICO, PLLC

*/s/ Mark A. Larsen*

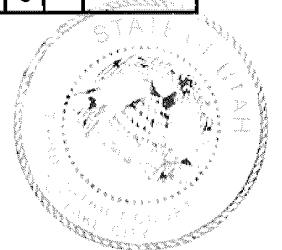
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Mark A. Larsen  
Attorneys for Plaintiffs and Counterclaim Defendants



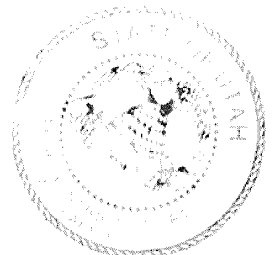
## EXHIBIT A

#	SHORT #	PARCEL #	TYPE	OWNER	LOCATION	TOTAL ACRES	TAX APPRAISAL
1	'046	27-31-200-046-0000	905	MASCARO FAMILY PARTNERSHIP	4091 W 12600 S	12.52	\$4,630,990.00
2	'070	27-31-200-070-0000	905	MASCARO FAMILY PARTNERSHIP	4091 W 12600 S	8.28	\$3,025,700.00
3*	'068	27-31-200-068-0000	905	MASCARO, TONY J.*	4185 W 12600 S	5.53	\$2,023,400.00
4	'020a	32-09-200-020-0000	816	MASCARO FAMILY PARTNERSHIP	7555 W 14400 S	9.38	\$260,100.00
5	'002	32-09-376-002-0000	816	MASCARO FAMILY PARTNERSHIP	14888 S ROSE CANYON RD	16.42	\$210,600.00
6	'050	32-09-200-050-0000	816	MASCARO FAMILY PARTNERSHIP	14410 S ROSE CANYON RD	17.29	\$138,300.00
7	'020b	32-09-100-020-0000	816	MASCARO FAMILY PARTNERSHIP	7701 W MOUNTAIN TOP RD	5.3	\$42,400.00
8	'017	32-09-100-017-0000	816	MASCARO FAMILY PARTNERSHIP	7751 W MOUNTAIN TOP RD	3.42	\$27,400.00
9	'019	32-09-100-019-0000	816	MASCARO FAMILY PARTNERSHIP	7743 W MOUNTAIN TOP RD	1.5	\$12,000.00
<b>TOTAL</b>						<b>79.64</b>	<b>\$10,374,890.00</b>
<b>HISTORY</b>							
OLD	'018	27-31-200-018-000		CURRENT	'046		
OLD	'013	27-31-200-013-000		BECAME OLD '055	CURRENT	'068, '070	



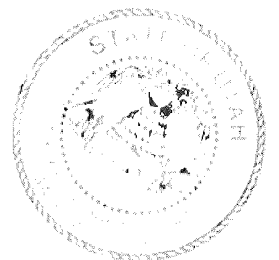
## EXHIBIT B

#	SHORT #	PARCEL #	OWNER	LOCATION	TOTAL ACRES	TAX APPRAISAL
1	'049a	0000027049	MASCARO FAMILY PARTNERSHIP	SANPETE CO.	40.21	\$103,928.00
2	'053	00027053X3	MASCARO FAMILY PARTNERSHIP	SANPETE CO.	76.31	\$61,048.00
3	'090	00027190X1	MASCARO FAMILY PARTNERSHIP	SANPETE CO.	52.57	\$42,056.00
4	'049b	000027049X	MASCARO FAMILY PARTNERSHIP	SANPETE CO.	42.00	\$33,600.00
5	'049c	00027049X1	MASCARO FAMILY PARTNERSHIP	SANPETE CO.	40.15	\$32,120.00
<b>TOTAL</b>					<b>251.24</b>	<b>\$272,752.00</b>





# Exhibit C



Multiple
Draw
Property Type



INVENTORY

058

27-31

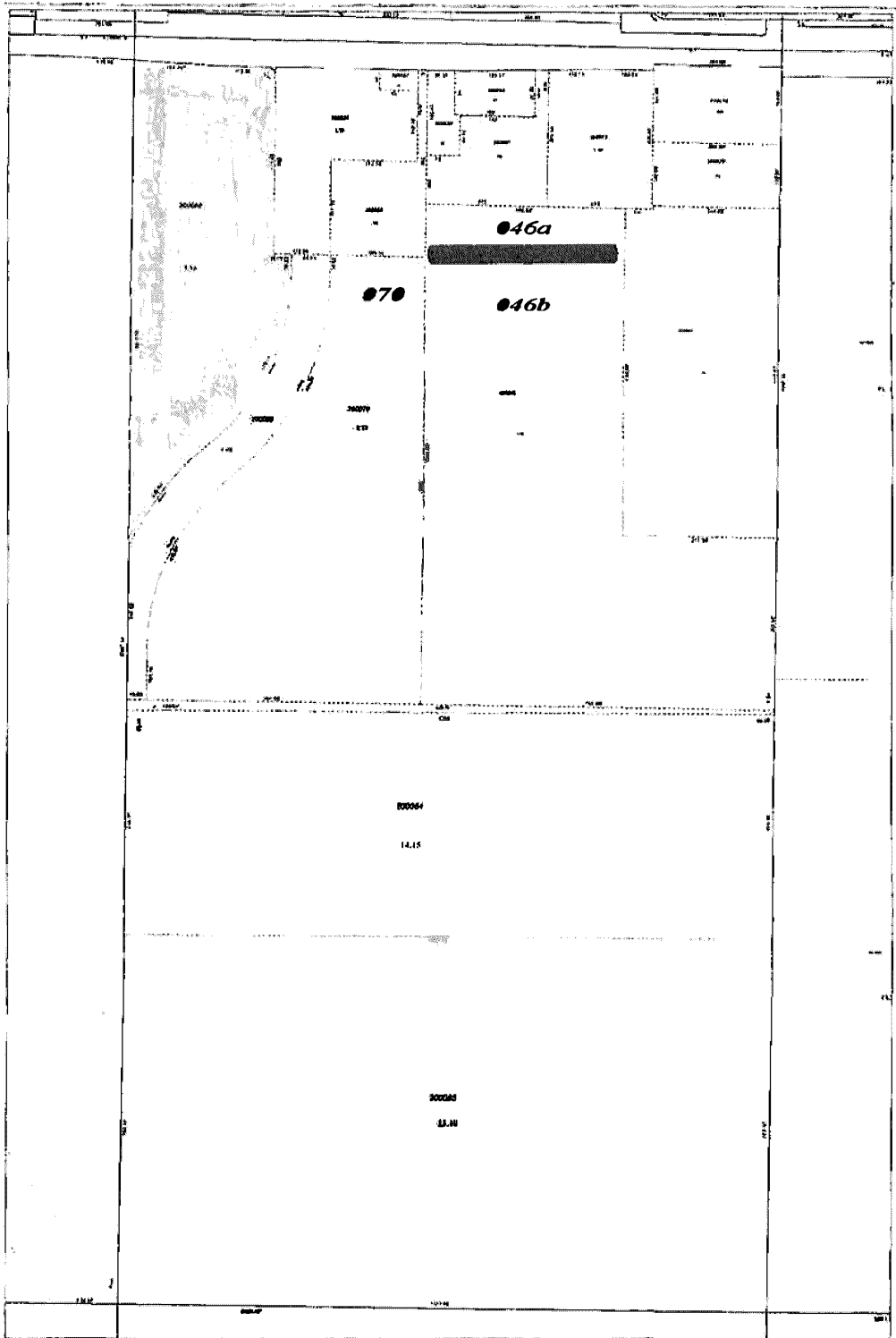
200-061

200-046

200-042

070

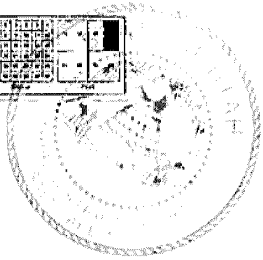


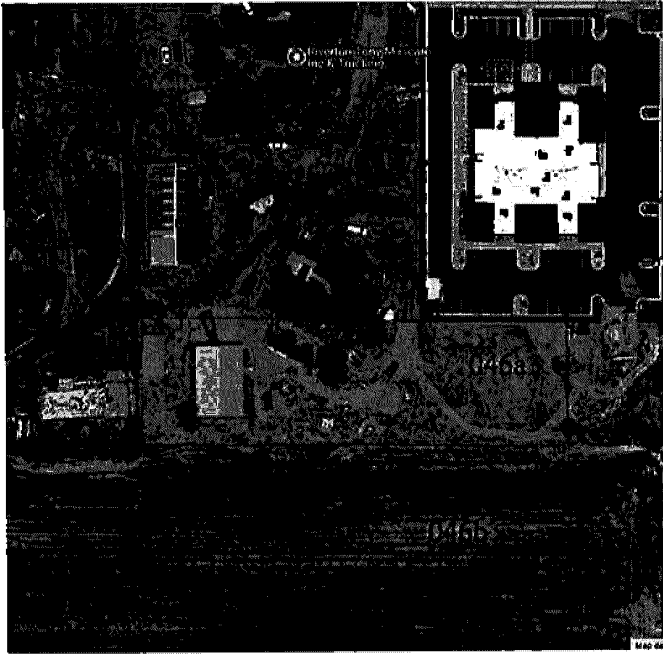


This map is not intended to represent actual physical properties. It is for informational purposes only and does not constitute a survey of the property. It is not to be used for any other purpose.

	<p>Prepared and published by Utah State Office of Surveying and Mapping 1601 W. North Temple Salt Lake City, Utah 84114 408-251-1111 http://www.usosm.gov</p>		<p>E 1/2 NE 1/4 Sec 31 T3S R1W SALT LAKE COUNTY, UTAH 1/14/2014</p>	<p>Scale: 1"=100' 100' 20'</p>	
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27-31-22





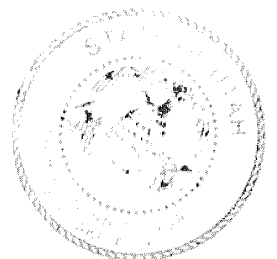
046a

### **Output : Current Area**

3790.57 m<sup>2</sup> | 0.00 km<sup>2</sup> | 0.94 acres | 0.38 hectares | 40801.36 feet<sup>2</sup> | 0.00 square miles | 0.00 square nautical miles

### **Current Perimeter**

294.180m OR 965.156feet



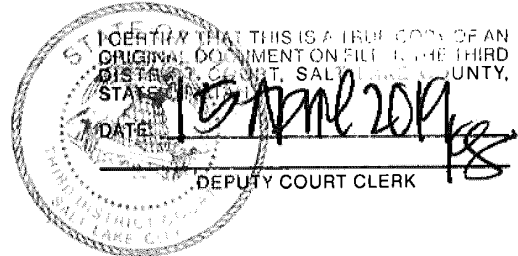
The Order of the Court is stated below:

Dated: April 02, 2019  
11:35:11 AM

/s/ KEITH KELLY  
District Court Judge



MARK A. LARSEN (3727)  
LISA C. RICO (8901)  
LARSEN & RICO, PLLC  
170 S. Main, Suite 1150  
Salt Lake City, Utah 84101  
Telephone: (801) 364-6500  
[mlarsen@larsenrico.com](mailto:mlarsen@larsenrico.com)  
[lrico@larsenrico.com](mailto:lrico@larsenrico.com)



Attorneys for Plaintiff Mascaro Family Partnership

IN THE THIRD JUDICIAL DISTRICT COURT  
SALT LAKE COUNTY, STATE OF UTAH

MASCARO FAMILY PARTNERSHIP;  
TONY JOE MASCARO; and TONY  
MASCARO, INC.,

Plaintiffs,

v.

DENETTE M. FACER, REX FACER,  
ANTIONETTE STEPHENSON,  
MATTHEW FACER, RILEY FACER and  
JUSTIN FACER,

Defendants.

**ORDER SPECIFICALLY IDENTIFYING  
EXHIBITS TO RECEIVERSHIP ORDER**

Case No. 160903337

Judge Keith Kelly

Pursuant to Utah R. Civ. P. 66 and the Uniform Commercial Real Estate Receivership Act, Utah Code Annotated § 78B-21-1-1, *et seq.*, based on the request of the Receiver David Broadbent and Plaintiffs Mascaro Family Partnership, to the specifically identify the Exhibits to the Order Appointing the Receiver to facilitate the closing of Receivership Property, it is ORDERED as follows:

1. Attorney David K. Broadbent was the appointed Receiver in the above-captioned case. He requested an Order of this Court

specifically identifying the Exhibits to the Stipulated Order Appointing Receiver with Limited Authority entered on October 16, 2018 (“Order Appointing Receiver”).

2. The list of Salt Lake County parcels is Exhibit A to the Order Appointing Receiver (see Paragraph 2a). Exhibit A can be located in the Court’s docket filed on October 11, 2018.
3. The list of Sanpete County parcels is Exhibit B to the Order Appointing Receiver(see Paragraph 2a). Exhibit B can be located in the Court’s docket filed on October 11, 2018.
4. A rough estimations and suggestions for the two new subdivisions described in Paragraph 4 of the Order Appointing Receiver is Exhibit C to the Order Appointing Receiver. Exhibit C can be located in the Court’s docket filed on October 11, 2018.

**In accordance with Utah R. Civ. P. 10(e) and Utah State District Courts Efiling Standard No. 4, this Order does not bear the handwritten signature of the Court but instead displays an electronic signature at the top of the first page of this Order.**

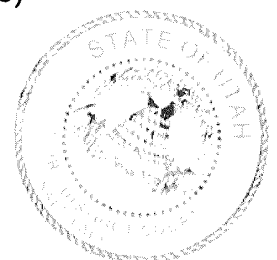
Stipulated to and at the request of:

HOLLAND & HART

/s/ David Broadbent

---

David Broadbent  
Receiver for all real estate owned by the Mascaro Family Partnership  
(David Broadbent authorized Mark A. Larsen to affix his electronic signature)



PRESTON, PENCE & LISONBEE

/s/ Elizabeth Lisonbee

---

Elizabeth Lisonbee  
Attorneys for Stagg Fiduciary Services, LLC,  
the professional conservator for Tony J. Mascaro  
(Elizabeth Lisonbee authorized Mark A. Larsen to affix her electronic signature)

LARSEN & RICO, PLLC

/s/ Mark A. Larsen

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Mark A. Larsen  
Lisa C. Rico  
Attorneys for Plaintiff Mascaro Family Partnership

/s/ Rick L. Knuth

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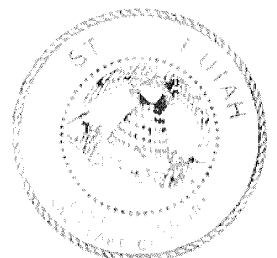
Receiver for the Mascaro Family Partnership for the  
Purpose of Directing Litigation  
(Mr. Knuth authorized Mark A. Larsen to affix his electronic signature)

Approved as to form:

/s/ Attorney Franklin Reed Bennett

---

Attorney Franklin Reed Bennett (Attorney of Record for Denette Mascaro Facer)  
(Attorney Franklin Reed Bennett authorized Mark A. Larsen to affix his electronic signature)





**CERTIFICATE OF SERVICE**

I certify that on April 2, 2019, a true and correct copy of the foregoing Order Specifically Identifying Exhibits to Receivership Order was emailed to the following individuals:

Franklin Reed Bennett  
8647 S. Acorn Lane  
Sandy, Utah 84093

Antionette Stephenson  
P.O. Box 141  
Riverton, Utah 84065  
mascarofamilypartnership@yahoo.com

Matthew Facer  
3140 Octavia Street, Apt 6  
San Francisco, CA 94123-3021  
mr.facer@gmail.com

Riley Facer  
9025 Foothill Blvd. #E16  
Rancho Cucamanga, CA 91730  
rileymfacer@gmail.com

Rex and Justin Facer  
4091 W. 12600 So.  
Riverton, UT 84096  
refacer@yahoo.com  
justin23facer@yahoo.com

/s/ Mark A. Larsen

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