

When recorded, return to:

Curtis M Jensen  
SNOW JENSEN & REECE  
Tonaquiat Business Park, Bldg. B  
912 W 1600 S, Ste. 200  
St. George, Utah 84770

153092

**RECIPROCAL EASEMENT AGREEMENT FOR ROAD ACCESS,  
AND COVENANTS AND RESTRICTIONS**

THIS Reciprocal Easement Agreement for Road Access, and Covenants and Restrictions, is made this 11th day of March, 2009, by and between RUSSELL COBURN JORDAN, JR. ("Jordan"); GARLAND C. AND VONDA H. HIRSCHI, TRUSTEES OF THE GARLAND C. AND VONDA H. HIRSCHI FAMILY TRUST DATED 5/30/03 ("Hirschi Trust"); MARY BROWN, TRUSTEE OF THE FRANK J. MOONEY AND RUTH B. MOONEY TRUST ("Mooney Trust"); KARL HAMMER, TRUSTEE OF THE KARL HAMMER REVOCABLE TRUST UNDER AGREEMENT DATED August 21, 2002 ("Hammer Trust"); and MICHAEL FATALI, TRUSTEE OF THE FATALI FAMILY TRUST dated October 23, 2007 ("Fatali Trust"), each of whom is referred to as an "Owner" and all of whom collectively are referred to as the "Owners" (unless specifically stated otherwise in other provisions of this Agreement).

RECITALS

A. Jordan is the owner of certain real property located in Washington County, Utah, (the "Jordan Property") more particularly described in "Exhibit A" attached and incorporated by this reference;

B. Hirschi Trust is the owner of certain real property located in Washington County, Utah (the "Hirschi Trust Property") more particularly described in "Exhibit B" attached and incorporated by this reference;

C. Mooney Trust is the owner of certain real property located in Washington County, Utah, (the "Mooney Trust Property") more particularly described in "Exhibit C" attached and incorporated by this reference.

D. Hammer Trust is the owner of certain real property located in Washington County, Utah, (the "Hammer Trust Property") more particularly described in "Exhibit D" attached and incorporated by this reference.

E. Fatali Trust is the owner of certain real property located in Washington County, Utah, (the "Fatali Trust Property") more particularly described in "Exhibit E" attached and incorporated by this reference.

F. All of the aforementioned properties are together described below as the "Owners"

Properties.”

G. The United States Bureau of Land Management is the owner of certain real property located in Washington County, Utah, (the “BLM Property”) more particularly described in “Exhibit F” attached and incorporated by this reference.

H. A dirt roadway (the “Road”) traverses a portion of each of the Owners’ properties and the BLM Property, providing access to and between each of the Owner’s properties and the BLM Property, and continuing through the Fatali Property to the Hammer property on the northerly side of the Fatali property; and

I. The Owners desire a reciprocal, non-exclusive road easement providing a right of ingress and egress to and between the Owners’ Properties and the BLM Property, as more specifically set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants of the parties set forth in this Agreement, the parties agree as follows:

#### AGREEMENT

1. **Grant of Easement.** Subject to the provisions of this Agreement, each Owner hereby grants, transfers, and conveys to each other Owner, a non-exclusive easement for ingress and egress across their respective described property on the existing Road (the “Easement”). This Easement is limited to the lesser of (a) the width of the existing Road at its current location, and (b) an easement fifteen (15) feet in width with its centerline described as follows (which is understood to be the centerline of the Road in its existing location):

*Upon the Jordan Property:*

BEGINNING N 89°52'21" W ALONG THE SOUTH SECTION LINE OF SECTION 1, TOWNSHIP 42 SOUTH, RANGE 11 WEST, SALT LAKE BASE & MERIDIAN 239.27 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SUTTON PLACE AND RUNNING THENCE ALONG THE CENTERLINE OF AN EXISTING DIRT ROAD S 76°55'57" E 43.18 FEET; THENCE S 84°21'02" E 198.12 FEET TO THE TERMINUS, SAID POINT BEING S 0°06'14" E 28.73 FEET FROM SAID SOUTHEAST CORNER OF SECTION 1.

*Upon the Hirschi Trust Property:*

BEGINNING S 89°00'22" E ALONG THE SOUTH LINE 382.09 FEET FROM THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N 78°01'31" E 151.26 FEET; THENCE N 85°53'31" E 318.00 FEET; THENCE N 56°51'31" E 272.06 FEET; THENCE N 71°38'31" E 263.00 FEET; THENCE N 55°02'31" E 53.99 FEET TO A POINT ON THE EAST LINE OF THE SW 1/4 SW 1/4, SAID POINT BEING S 0°09'51" E ALONG THE 1/16<sup>TH</sup>

LINE 333.77 FEET FROM THE SOUTHEAST CORNER SW 1/4 SW1/4 OF SAID SECTION 6.

*Upon the Mooney Trust Property:*

BEGINNING N 89°00'22" W ALONG THE SOUTH SECTION LINE 1369.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN, N 0°09'51" W ALONG THE 1/16TH LINE 285.93 FEET AND N 89°29'16" W 92.75 FEET SAID POINT BEING AT APPROXIMATE CENTER LINE OF A DIRT ROAD AND RUNNING THENCE N 71°38'31" E 51.04 FEET; THENCE N 55°02'31" E 53.99 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE 1/16TH LINE. TERMINUS POINT BEING LOCATED N 0°09'51" W 333.77 FEET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 6 TOWNSHIP 42 SOUTH RANGE 10 WEST, AND S 89°00'22" E 1369.96 FEET FROM THE SAID SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN.

*Upon the Hammer Trust Property:*

BEGINNING N 89°00'22" W ALONG THE SOUTH SECTION LINE 1369.96 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN AND N 0°09'51" W ALONG THE 1/16TH LINE 333.77 FEET SAID POINT BEING THE END OF AN EXISTING 15 FOOT NON-EXCLUSIVE RIGHTS OF INGRESS AND EGRESS EASEMENT INSTRUMENT # 779126 AND RUNNING THENCE THE FOLLOWING (21) COURSES ALONG THE APPROXIMATE CENTERLINE OF AN EXISTING DIRT ROAD: N 61°59'45" E 63.04 FEET; THENCE N 52°40'12" E 90.18 FEET; THENCE N 50°55'00" E 152.97 FEET; THENCE N 58°46'22" E 58.21 FEET; THENCE N 51°10'38" E 64.58 FEET; THENCE N 63°18'46" E 163.81 FEET; THENCE N 58°26'32" E 113.01 FEET; THENCE N 73°36'43" E 66.43 FEET; THENCE N 74°48'37" E 36.35 FEET; THENCE N 67°31'29" E 34.91 FEET; THENCE N 51°39'53" E 37.22 FEET; THENCE N 38°50'59" E 38.60 FEET; THENCE N 26°05'15" E 83.23 FEET; THENCE N 39°52'11" E 108.66 FEET; THENCE N 51°15'30" E 198.07 FEET; THENCE N 60°26'19" E 34.53 FEET; THENCE N 71°11'01" E 26.31 FEET; THENCE N 87°38'16" E 93.19 FEET; THENCE N 68°42'49" E 30.68 FEET; THENCE N 52°23'23" E 24.85 FEET; THENCE N 34°11'25" E 28.35 FEET TO THE POINT OF TERMINUS, SAID POINT BEING ON THE WEST LINE OF THAT PARCEL MORE PARTICULARLY DESCRIBED IN INSTRUMENT # 612719; TERMINUS POINT LYING N 89°34'51" E 115.61 FEET AND S 0°25'09" E 1198.50 FEET FROM THE SAID SOUTH 1/4 OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 10 WEST, SALT LAKE BASE & MERIDIAN.

*Upon the Fatali Trust Property:* See the attached Exhibit G for legal description of the easement upon the Fatali Trust Property.

**2.Easement upon BLM Property.** Michael Fatali represents that he has been granted by the U.S. Bureau of Land Management a right-of-way for ingress and egress across the BLM Property for his personal use. Fatali agrees to provide additional consideration to the other Owners by granting to each of them, to the extent of his own rights and to the extent he is permitted to grant the same, the right to use the easement approved by the BLM across the BLM Property. Fatali further represents that the validity and scope of this grant may be limited by the express terms and provisions of the grant of easement given by the BLM to Fatali, and makes no representations regarding the validity and scope of the same, which is on file for public record and may be examined upon request at the office of the Washington County Recorder. Notwithstanding any other terms of this Agreement, Fatali agrees that the term of his grant of rights in the BLM easement shall be limited to the effective term of this Agreement or to the effective term of the right-of-way permit. For purposes of this Agreement, the BLM easement shall be included in any reference to the "Easement" herein.

**3.Duration.** The Easement and each covenant and restriction set forth in this Agreement shall be perpetual. However, if at any time in the future an Owner obtains or creates another access to the portion of the Owner's property served by this Easement, Jordan reserves the right to terminate this Easement as to that Owner by an instrument in writing recorded in the office of the Washington County Recorder, upon thirty (30) days prior written notice to the Owners.

**4.Closure of Gate; Lock.** A gate with a "No Trespassing" sign exists on the Road upon the Jordan Property. The Owners recognize that Jordan's placement of the gate on his property serves the interests of all Owners by minimizing use of the Road by non-Owners. To further serve the interest of all Owners, immediately upon every entry and exit of an Owner through the gate, the Owner shall close and latch the gate. The Owners shall request and use their best efforts to have their guests or those providing services to them close and latch the gate as they enter or exit from the gate. If Jordan in good faith determines (because uninvited third parties are trespassing or using the Road without permission, or those with permission are failing to close and latch the gate, or for other good and appropriate reason) that it is preferable to place a lock on the gate, Jordan shall furnish keys or a combination to the Owners and they each shall lock the gate (as well as closing and latching the gate) upon every entry and exit through the gate. The Owners may furnish the key or combination to others who reside on or are invited to visit their respective Properties. No other gates, fences, walls, curbs, or other barriers of any kind shall be allowed to obstruct the Easement, except that Jordan shall have the right to install a gate on or near his easterly property line if he chooses to do so.

**5.Easement Limited to Personal Use.** The Easement is limited to the personal use of the owner of the Owners, and their tenants, invited family members, friends, and other guests, agents, those providing services to them or otherwise doing business with them, successors, assigns, and grantees, for access to the Owners' Properties only. The Easement is not a public roadway and is not open to the general public. Jordan is authorized to prevent access to others periodically or to take other action to ensure that no public thoroughfare or prescriptive easement is created.

**6. Treatment of Road.** Each Owner acknowledges his stewardship and responsibility in taking care to protect and preserve the current serviceable condition of the road, and to prevent damage to the road. The parties shall use their best efforts to drive responsibly on the Road, including such things as driving carefully and slowly enough so that vehicles do not leave or damage the Road; not driving vehicles off the Road; and not driving at a speed or in a manner that causes damage to the Road, such as when the Road is wet or muddy; and not speeding or causing loud noise at any time. The foregoing restrictions shall apply to all who use the Road. The parties shall use their best efforts to communicate the foregoing to their tenants, invited family members, friends, and other guests, agents, and those providing services to or otherwise doing business with them.

**7. Maintenance and Repair.** The parties agree that the Road is serviceable in its current condition and should be maintained in a serviceable condition.

a. **Road Over the Jordan Property.** The following provisions shall govern with respect to the Road over the Jordan Property. No Owner other than Jordan shall have any right or authority to improve, widen, or alter the Road or Easement lying upon the Jordan Property, without the prior express written consent of Jordan. However, any other Owner may perform such minor maintenance as filling in potholes in the road with dirt or gravel. Jordan shall have no duty or obligation to improve, widen, or alter the Road, and shall incur no liability to any Owner or others for failing to do so. In the event an Owner believes that maintenance or repairs to the Road over the Jordan Property are required, the Owner shall inform and consult with Jordan. If Jordan determines (whether or not in response to a determination made by the other Owner) that minor maintenance or repairs not to exceed \$500.00 in cost are appropriate, Jordan shall determine who shall supervise and perform such minor maintenance or repairs. Each of the Owners whose property is accessed by the Road for residential purposes shall provide its equal share of funds, as requested by Jordan for such minor maintenance or repairs decided upon by Jordan, prior to performance of such maintenance or repairs. If Jordan determines that major construction work on the road is required, the Owners shall consult together and agree regarding the work necessary to restore the road to its prior serviceable condition, and each Owner shall pay in advance (into an independent escrow account) the amount agreed upon by the Owners.

b. **Road Over the Other Owners' Property.** The following provisions shall govern with respect to the Road over the property of all Owners except that portion of the Road over Jordan's property, and Jordan shall have no responsibility with respect to the Road over the property of other Owners. Responsibility for repair and maintenance shall be split between those Owners whose property is accessed by the Road for residential purposes, in shares as reasonably determined by agreement between them. An Owner desiring that maintenance or repairs be completed, and desiring to share the costs with other Owner(s) using the Road for residential purposes, must consult with those other Owners in advance and agree on the reasonable scope and cost of work to be completed. However, any Owner may, with only a courtesy notice to the other Owners, perform any maintenance or repair to the Road over the property of all Owners except over Jordan's property, at that Owner's sole cost and expense, without the consent and agreement of the other Owners, provided that said maintenance or repair does not increase the scope or impact of the Road upon any of the Owners' property or the BLM property.

c. **Other Provisions.** The following provisions shall apply to both paragraphs a. and b. above. In the event that any Owner uses the Road in a way that damages the Road surface, that Owner will be responsible for the cost of the resulting repairs. Any contractor secured by any Owner to perform maintenance work to the Road must be properly licensed with the State of Utah, and insured to the extent required by law considered reasonable in the industry for workers' compensation and against losses which may occur to the Owners or third parties during the performance of the work, which insurance shall name the Owner as an additional insured. Any Owner upon whose property work is being done may request from the contractor(s) proof of insurance consistent with this paragraph.

#### **8. Release and Indemnification.**

For purposes of paragraphs 8.a. and 8.b. only, the terms "Owner" and "Owners" shall not include Jordan and his successors, assigns, and grantees.

a. **As to Jordan.** The Owners recognize that Jordan's situation is unique in that Jordan does not require the Road to access the Jordan Property, and Jordan does not use the Road. Therefore, each Owner, for itself and its tenants, guests, employees, agents, heirs, successors, assigns, and grantees, hereby releases Jordan and his successors, assigns, and grantees from any and all Claims and Costs arising out of or related to the Easement or the use of the Road by the Owner or its tenants, guests, employees, agents, heirs, successors, assigns, or grantees. The Owner and its successors, assigns, and grantees agree to defend, indemnify, and hold Jordan harmless from and against all Claims and Costs arising out of or related to the Easement or use of the Road by, or any breach of this Agreement by, the Owner or its heirs, successors, assigns, or grantees. The Owner and its heirs, successors, assigns, and grantees further agree to defend, indemnify, and hold Jordan harmless from and against all Claims and Costs arising out of, related to, or caused by the negligence or willful misconduct on or related to the Easement or the Road by the Owner or its tenants, guests, employees, agents, heirs, successors, assigns, or grantees.

b. **As to Owners Other Than Jordan.** The following provisions apply to all Owners other than Jordan. This paragraph shall not alter or affect the provisions of paragraph 8.a. immediately above. Each such Owner, for itself and its tenants, guests, employees, agents, heirs, successors, assigns, and grantees, hereby releases the other Owners and their successors, assigns, and grantees from any and all Claims and Costs arising out of or related to the Easement or the use of the Road by the Owner or its tenants, guests, employees, agents, heirs, successors, assigns, or grantees. The Owner and its successors, assigns, and grantees agree to defend, indemnify, and hold the other Owners harmless from and against all Claims and Costs arising out of or related to use of the Road by, or any breach of this Agreement by, the Owner or its heirs, successors, assigns, or grantees. The Owner and its heirs, successors, assigns, and grantees further agree to defend, indemnify, and hold the other Owners harmless from and against all Claims and Costs arising out of, related to, or caused by the negligence or willful misconduct on or related to the Easement or the Road by the Owner or its tenants, guests, employees, agents, heirs, successors, assigns, or grantees.

c. For purposes of this agreement, the following definitions shall apply: The term "Claims" shall include all claims, rights, demands, liabilities, actions, and causes of action

(whether asserted, unasserted, known, unknown, contingent, accrued, inchoate or otherwise). The term "Costs" shall include all costs, losses, damages, expenses, attorneys' fees, other fees, interest, and all other obligations.

d. Each Owner agrees that it shall maintain a policy of liability insurance with limits of at least Two Hundred Fifty Thousand Dollars (\$250,000.00) covering that portion of the Owner's Property over which the Road passes, to cover losses due to damage to property, injury to persons, or loss of life.

**9. Covenants Run With Land.** Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Owners' Properties to the extent that such portion is affected or bound by the easement, covenant, or restriction in question, or to the extent that such easement, covenant or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

**10. Successors and Assigns.** This Agreement shall apply to, inure to the benefit of and bind the parties hereto, and their transferees, assigns, grantees, heirs, personal representatives, and other successors who acquire a legal interest in their respective properties. To effectuate the purposes of this Agreement, the term "Jordan" shall also refer to any future owner of the Jordan Property, the term "Fatali Trust" shall also refer to any future owner of the Fatali Trust Property, the term "Mooney Trust" shall also refer to any future owner of the Mooney Trust Property, the term "Hammer Trust" shall also refer to any future owner of the Hammer Trust Property, and the term "Hirschi Trust" shall also refer to any future owner of the Hirschi Trust Property. Any such future owner shall automatically be deemed to have assumed and agreed to be personally bound by, and shall be bound by, the covenants, agreements, and obligations of such Owner contained in this Agreement.

**11. Breach or Default; Notice and Cure.** If any Owner or his heirs, successors, assigns, or grantees breaches this Agreement or defaults in any of his obligations under this Agreement, any non-breaching Owner or the non-breaching Owner's heirs, successors, assigns, or grantees may give written notice of the breach or default to the breaching Owner, following which the breaching Owner shall have not more than thirty (30) calendar days to cure the breach or default or, in good faith, to commence and make substantial, demonstrable progress in curing the breach or default (unless a longer period is otherwise agreed upon with the non-breaching Owner because of force majeure or other reason reasonably acceptable to the non-breaching Owner). In the event the breaching Owner has not timely cured or made such substantial, demonstrable progress in curing the breach or default, each non-breaching Owner shall have causes of action for money damages and costs (including attorney's fees) and other appropriate causes of action against the breaching Owner.

**12. Entire Agreement.** This Agreement shall constitute the entire agreement between the parties on the subject of the Easement and any understanding or representation of any kind preceding the date of this Agreement shall not be binding upon a party except to the extent incorporated in this Agreement. Upon execution of this Agreement by all Owners, the following easement agreements recorded in the Official Washington County Records shall be deemed

dissolved and replaced by this Agreement without further action by the parties to those prior agreements:

a. Easement Agreement between Jordan and Fatali dated October 4, 2007, recorded December 5, 2007, as Document No. 20070057507 .

b. Perpetual Easement Agreement for Ingress and Egress between Hammer Trust and Fatali, dated January 17, 2008, recorded January 28, 2008, as Document No. 20080003632.

c. Perpetual Easement between Hirschi Trust and Fatali, dated June 2, 2006, recorded June 9, 2006, as Document No. 20060024799.

13. **Modification.** Any modification of this Agreement or additional obligation assumed by a party in connection with the Easement granted herein shall be binding only if evidenced in writing, and signed by each party or an authorized representative of each party. Any oral representation or modification concerning this Easement shall be of no force or effect.

14. **Interpretation.** If any provision of the Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of the Agreement.

15. **Applicable Law.** This Agreement shall be governed, interpreted and construed by the laws of the State of Utah.

16. **Acknowledgment.** The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand the terms herein. The parties acknowledge that they have full authority to execute this Agreement and that they sign this Agreement with the intention to bind themselves and their successors and assigns, and they further acknowledge that they sign this Agreement of their own free will and choice, with a full understanding of all the applicable terms and conditions.

17. **Attorney Fees.** Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including reasonable attorney fees, which may arise or accrue to the other parties from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney fees, incurred on appeal and in bankruptcy proceedings.

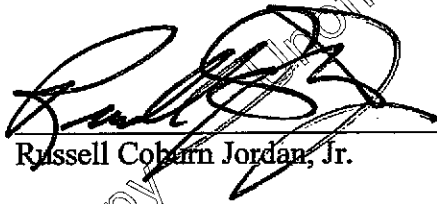
18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, and which together shall constitute one document provided all signatures



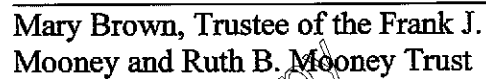
and acknowledgements indicated below are included.

DATED effective as of the 11<sup>th</sup> day of March, 2009.

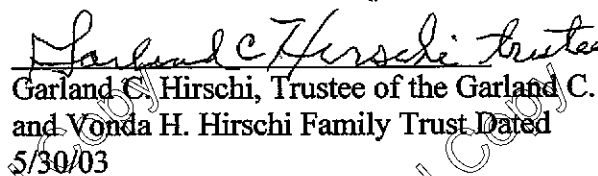
JORDAN:

  
Russell Coburn Jordan, Jr.

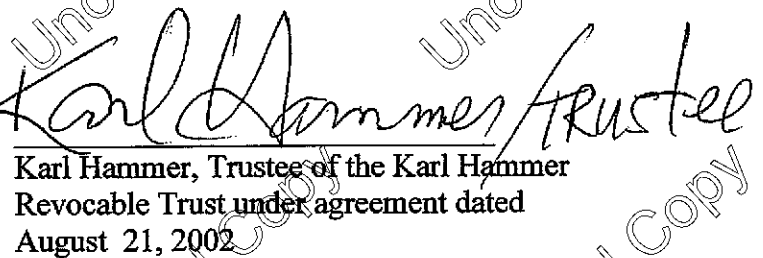
MOONEY TRUST:

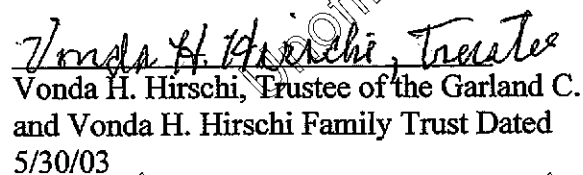
  
Mary Brown, Trustee of the Frank J. Mooney and Ruth B. Mooney Trust

HIRSCHI TRUST:

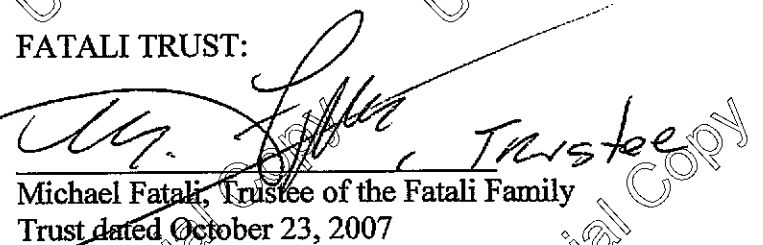
  
Garland C. Hirschi, Trustee of the Garland C. and Vonda H. Hirschi Family Trust Dated 5/30/03

HAMMER TRUST:

  
Karl Hammer, Trustee of the Karl Hammer Revocable Trust under agreement dated August 21, 2002

  
Vonda H. Hirschi, Trustee of the Garland C. and Vonda H. Hirschi Family Trust Dated 5/30/03

FATALI TRUST:

  
Michael Fatali, Trustee of the Fatali Family Trust dated October 23, 2007

FATALI:

  
Michael Fatali

and acknowledgements indicated below are included.

DATED effective as of the 12<sup>TH</sup> day of March, 2009.

JORDAN:

\_\_\_\_\_  
Russell Coburn Jordan, Jr.

HIRSCHI TRUST:

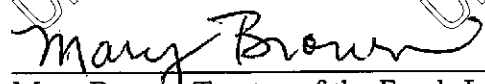
\_\_\_\_\_  
Garland C. Hirschi, Trustee of the Garland C.  
and Vonda H. Hirschi Family Trust Dated  
5/30/03

\_\_\_\_\_  
Vonda H. Hirschi, Trustee of the Garland C.  
and Vonda H. Hirschi Family Trust Dated  
5/30/03

FATALI:

\_\_\_\_\_  
Michael Fatali

MOONEY TRUST:

  
\_\_\_\_\_  
Mary Brown, Trustee of the Frank J.  
Mooney and Ruth B. Mooney Trust

HAMMER TRUST:

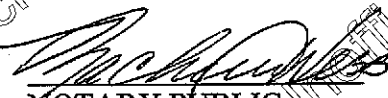
\_\_\_\_\_  
Karl Hammer, Trustee of the Karl Hammer  
Revocable Trust under agreement dated  
August 21, 2002

FATALI TRUST:

\_\_\_\_\_  
Michael Fatali, Trustee of the Fatali Family  
Trust dated October 23, 2007

STATE OF UTAH )  
) : ss  
COUNTY OF WASHINGTON )

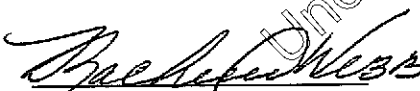
On this 17<sup>th</sup> day of March, 2009, before me personally appeared Russell Coburn Jordan, Jr., the signer of the foregoing instrument, who duly acknowledged before me that he executed the same for the uses and purposes set forth herein.

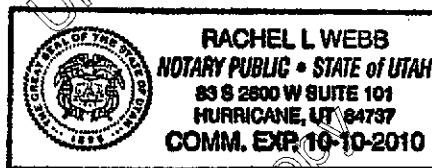
  
NOTARY PUBLIC  
Address: Hurricane, UTAH  
My Commission Expires: 10-10-2010



STATE OF UTAH )  
) : ss  
COUNTY OF WASHINGTON )

On this 17<sup>th</sup> day of March, 2009, before me personally appeared Garland C. Hirschi and Vonda H. Hirschi, Trustees of the Garland C. and Vonda H. Hirschi Family Trust Dated 5/30/20, the signers of the foregoing instrument, who duly acknowledged before me that they executed the same on behalf of said trust, pursuant to powers granted them by the trust document, for the uses and purposes set forth herein.

  
NOTARY PUBLIC  
Address: Hurricane, UTAH  
My Commission Expires: 10-10-2010



STATE OF NEVADA )  
 ) : ss  
COUNTY OF CLARK )

On this \_\_\_\_ day of March, 2009, before me personally appeared Mary Brown, Trustee of the Frank J. Mooney and Ruth B. Mooney Trust, the signer of the foregoing instrument, who duly acknowledged before me that she executed the same on behalf of said trust, pursuant to powers granted them by the trust document, for the uses and purposes set forth herein.

\_\_\_\_\_  
NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF UTAH )  
 ) : ss  
COUNTY OF WASHINGTON )

On this 11<sup>th</sup> day of March, 2009, before me personally appeared Karl Hammer, Trustee of the Karl Hammer Revocable Trust under agreement dated August 21, 2002, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said trust, pursuant to powers granted him by the trust document, for the uses and purposes set forth herein.

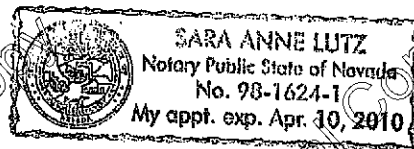
Rachel L Webb  
NOTARY PUBLIC  
Address: Hurricane, UTAH  
My Commission Expires: 10-10-2010



STATE OF NEVADA )  
) : ss  
COUNTY OF CLARK )

On this 12<sup>TH</sup> day of March, 2009, before me personally appeared Mary Brown, Trustee of the Frank J. Mooney and Ruth B. Mooney Trust, the signer of the foregoing instrument, who duly acknowledged before me that she executed the same on behalf of said trust, pursuant to powers granted them by the trust document, for the uses and purposes set forth herein.

Sara Anne Lutz  
NOTARY PUBLIC  
Address: 8725 W. SARAZA AVE LAS VEGAS NV 89117  
My Commission Expires: APRIL 10, 2010



STATE OF UTAH )  
) : ss  
COUNTY OF WASHINGTON )

On this \_\_\_\_\_ day of March, 2009, before me personally appeared Karl Hammer, Trustee of the Karl Hammer Revocable Trust under agreement dated August 21, 2002, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said trust, pursuant to powers granted him by the trust document, for the uses and purposes set forth herein.

\_\_\_\_\_  
NOTARY PUBLIC  
Address: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF UTAH )

) : ss

COUNTY OF WASHINGTON )

On this 11th day of March, 2009, before me personally appeared Michael Fatali, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same for the uses and purposes set forth herein.

*Rachel L Webb*  
NOTARY PUBLIC  
Address: Hurricane, UTAH  
My Commission Expires: 10-10-2010



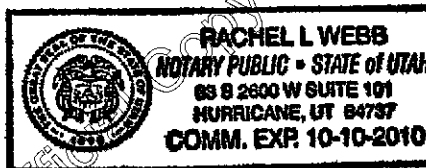
STATE OF UTAH )

) : ss

COUNTY OF WASHINGTON )

On this 11th day of March, 2009, before me personally appeared Michael Fatali, Trustee of the Fatali Family Trust dated October 23, 2007, the signer of the foregoing instrument, who duly acknowledged before me that he executed the same on behalf of said trust, pursuant to powers granted him by the trust document, for the uses and purposes set forth herein.

*Rachel L Webb*  
NOTARY PUBLIC  
Address: Hurricane, UTAH  
My Commission Expires: 10-10-2010



**EXHIBIT A**

**(Jordan Property)**

**Parcel No. R-1305-A-7-B**

SEC 12 T42S R11W:

BEGINNING AT THE NE CORNER OF SEC 12 T42S R11W; THENCE N 90° W 643.60 FT;  
THENCE S 08°06'53" E 112.76 FT; THENCE 61°46'05" E 444.71 FT; THENCE N 90° E  
236 FT; THENCE N 0°01'25" W 322 FT TO POINT OF BEGINNING.

CONTAINING .3.72 ACRES.

**EXHIBIT B**

**(Hirschi Trust Property)**

**Parcel No.** R-157  
**Parcel No.** R-160-1

Beginning at the Southwest corner of Section 6, Township 42 South, Range 10 West, Salt Lake Base and Meridian, thence running North 25 rods; thence East 38 rods; thence South 25 rods; thence West 38 rods to the place of beginning.

Beginning at the Southeast corner of the SW1/4SW1/4 of Section 6, Township 42 South, Range 10 West, Salt Lake Base and Meridian, and running thence West 687.72 feet; thence North 280.5 feet; thence East 687.72 feet; thence South 280.5 feet to the point of beginning.



**EXHIBIT C**

**(Mooney Trust Property)**

**Parcel No.** R-162

Beginning at the Northeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 6, Township 42 South, Range 10 West, Salt Lake Base and Meridian, and running thence South 396 feet; thence West 68 feet; thence Southeasterly 472 feet; thence East 26.5 feet; thence South 173.5 feet; thence West 688 feet; thence North 1039.5 feet; thence East 676.5 feet to the point of beginning. LESS .74 acres for Highway.

**EXHIBIT D**

**(Hammer Trust Property)**

**Parcel Number R-152-A-1-E**

BEGINNING at the Southwest Corner of the Southeast Quarter Southwest Quarter (SE $\frac{1}{4}$  SW $\frac{1}{4}$ ) of Section 6, Township 42 South, Range 10 West, Salt Lake Base and Meridian, and running thence North 0°12'39" West along the 1/16 line 622.40 feet; thence North 68°01'21" East 700.2 feet; thence North 0°17'39" West 150.3 feet; thence North 16°06'12" East 307.73 feet to the North line of the Southeast Quarter Southwest Quarter; thence South 89°41'11" East 626.18 feet to the 1/16 corner; thence North 89°49'40" East along the 1/16 line 739.141 feet; thence South 15°04'11" East 147.34 feet; thence South 69°01'42" East 638.00 feet; thence South 86°41'42" East 855.48 feet; thence North 42°03'18" East 573.14 feet to the North line of the Southeast Quarter Southeast Quarter; thence North 89°49'40" East, 58.03 feet to the Northeast Corner Southeast Quarter Southeast Quarter; thence South 0°15'56" East along the East line 1353.50 feet to the Southeast Corner of Section 6; thence South 89°56'06" West along the Section line 1693.25 feet; thence North 1°59'58" West 339.68 feet; thence North 33°42'31" West 123.53 feet; thence North 55°44'03" West 380.53 feet; thence South 0°43'51" East 317.49 feet; thence South 0°00'00" West 339.49 feet; thence South 89°56'06" West 208.71 feet; thence North 0°00' East 208.71 feet; thence South 89°56'06" West 208.71 feet; thence South 0°00'00" West 208.71 feet; thence South 89°56'06" West 164.11 feet to the South Quarter Corner of Section 6; thence North 89°05'53" West 1072.47 feet; thence North 21°42'53" East 18.15 feet; thence North 42°25'13" East 311.71 feet; thence North 69°37'30" East 125.52 feet; thence North 49°43'10" East 120.27 feet; thence North 89°20'45" East 162.87 feet; North 48°38'43" East 140.00 feet; thence North 22°41'52" West 177.63 feet; thence South 60°00'40" West 237.00 feet; thence North 57°17'06" West 29.91 feet; thence South 73°34'58" West 224.35 feet; thence South 63°43'50" East 65.93 feet; thence South 39°52'12" West 560.12 feet to a point on the South line of Section 6; thence North 89°05'53" West along the South line 175.51 feet to the point of beginning.

LESS and excepting the following two parcels:

a) Beginning at a point which is North 0°25'02" West along the Quarter South line 1048.80 feet from the South Quarter Corner of Section 6, Township 42 South, Range 10 West, Salt Lake Base and Meridian, and running thence South 77°47' West 88.15 feet; thence North 10°20' West 282.30 feet; thence North 77°47' East 154.40 feet; thence South 10°20' East 282.30 feet; thence South 77°47' West 66.25 feet to the point of beginning.

b) Beginning at a point 801.27 feet North 3°14'45" East of the South Quarter Corner of Section 6, Township 42 South, Range 10 West, Salt Lake Base and Meridian, and running thence North 100 feet; thence East 100 feet; thence South 100 feet; thence West 100 feet to the point of beginning.

\* \* \*

**EXHIBIT E**

**(Fatali Trust Property)**

**Parcel No. R-152-A-1-D**

**SEC 6 T42S R10W:**

**BEGINNING N 0°25'02" W ALONG 1/4 SECTION LINE, 1048.80 FT FROM S 1/4 CORNER OF SEC 6 T42S R10W; THENCE S 77°47' W 88.15 FT; THENCE N 10°20' W 282.30 FT; THENCE N 77°47' E 154.40 FT; THENCE S 10°20' E 282.30 FT; THENCE S 77°47' W 66.25 FT TO POINT OF BEGINNING.**

**CONTAINING 1.00 ACRE.**

**EXHIBIT F**

**(BLM Property)**

**Parcel No.**

Lot 4, Section 7, Township 42 South, Range 10 West, Salt Lake Meridian.

**EXHIBIT G**

**(Easement upon the Fatali Property)**

BEGINNING N 0°25'09" W 1287.86 FEET ALONG THE CENTER SECTION LINE AND S 89°34'51" W 131.23 FEET FROM THE SOUTH ¼ CORNER OF SECTION 6, TOWNSHIP 42 SOUTH, RANGE 10 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT BEING ON THE WESTERLY EDGE OF A PARCEL DESCRIBED IN INSTRUMENT #612719 AND RUNNING THENCE N 32°37'19" E ALONG THE CENTER LINE OF A DIRT ROAD 25.75 FEET; THENCE N 41°57'26" E CONTINUING ALONG SAID CENTER LINE 5.20 FEET TO THE POINT OF TERMINUS. SAID POINT BEING N 89°34'51" E 13.68 FEET AND S 0°25'09" E ALONG THE CENTER SECTION LINE 1387.67 FEET FROM THE CENTER SECTION CORNER OF SECTION 6, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY OF SAID INSTRUMENT #612719.