File No. 010999

When Recorded Mail To: Lincoln Title Insurance Agency 4723 Harrison Boulevard, Suite 201 Ogden, UT 84403

E 2013850 B 3613 P 737 RICHARD T. MAUGHAN, DAVIS CNTY RECORDER 2004 AUG 30 2:18 PM FEE 19.00 DEP MT REC'D FOR BONNEVILLE TITLE COMPANY, INC

SW 14 4n-2W

## SPECIFIC POWER OF ATTORNEY

aka Rôger Wood Call

TO ALL PERSONS, be known, that I, **ROGER W**. CALL, as Grantor, do hereby make and grant a specific Power of Attorney to my wife LORI L. CALL, and appoint and constitute said individual as my attorney-in-fact. My named attorney-in-fact shall have full power and authority to undertake, commit and perform only the following acts on my behalf to the same extent as if I had done so personally, all with full power of substitution and revocation:

\*\*aka Lori Lovell Call

1. To execute any and all documents necessary to purchase real property located at 522 West 2700 South, Syracuse, Utah, 84075, and more particularly described as follows:

Tax ID# 12-081-0124-0125,0126,0127,0128

Parcel One: Beginning at a point which is North 0°11'26" East 33.00 feet along the Quarter Section Line and South 89°57'35" West 106.00 feet along the North Boundary of 2700 South Street (a 66.00 foot wide road with the Centerline being the South boundary of the Southwest Quarter of said Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian) from the South Quarter Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°57'35" West 100.75 feet along said North Boundary of 2700 South Street, thence North 0°11'16" East 82.65 feet; thence North 33°11'30" West 49.86 feet; thence South 89°57'35" West 57.57 feet; thence North 0°11'16" East 196.56 feet; thence South 89°48'44 East 173.76 feet; thence South 0°11'26" West 200.20 feet; thence North 89°59'30" East 12.00 feet; thence South 0°11'16" West 120.06 feet to the point of beginning.

Parcel Two: Beginning at a point which is North 0°11'26" East 153.00 feet along the Quarter Section Line from the South Quarter Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'30" West 118.00 feet; thence North 0°11'26" East 200.20 feet; thence South 89°48'44" East 118.00 feet; thence South 0°11'26" West 199.80 feet along the Quarter Section Line to the point of beginning.

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Parcel Three: Beginning at a point which is North 0°11'26" East 33.00 feet along the Quarter Section Line and South 89°57'35" West 206.75 feet along the North Boundary of 2700 South Street (a 66.00 foot wide road with the Centerline being the South boundary of the Southwest Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian) from the South Quarter Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South 89°57'35" West 85.00 feet along said North boundary of 2700 South Street; thence North 0°11'16" East 124.40 feet; thence North 89°57'35" East 57.57 feet; thence South 33°11'30" East 49.86 feet; thence South 0°11'16" West 82.65 feet to the point of beginning.

Parcel Four: Beginning at a point on the North boundary of 2700 South Street (a 66.00 foot wide road with the Centerline being the South boundary of the Southwest Quarter of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian) which point is North 0°11'26" East 33.00 feet along the Quarter Section Line and South 89°57'35" West 237.30 feet along the North boundary of said 2700 South Street from the South Quarter Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian and running thence South 0°11'16" West 33.00 feet; thence South 89°57'35" West 351.70 feet along the Section line and the Centerline of said 2700 South Street, thence North 0°11'16" East 33.00 feet; thence North 89°57'35" East 351.70 feet along the North boundary of said 2700 South Street to the point of beginning.

2. To execute any and all other documents and undertake all transactions in connection with such purchase, including but not limited to obtaining financing by signing on my behalf notes, trust deeds and any other loan documents necessary to purchase the property, giving security therefor, and doing any other necessary or convenient thing in the facilitation of acquiring such property, including obtaining and handling the proceeds from such loan or loans as my attorney-in-fact deems necessary for the purpose of purchasing the property.

The authority granted shall include such incidental acts as are reasonably required or necessary to carry out and perform the specific duties states or contemplated herein. My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act and perform in said fiduciary capacity consistent with my best interests as he in his discretion deems advisable, and I thereupon ratify all acts so carried out. I agree to reimburse my attorney-in-fact all reasonable costs and expenses incurred in the fulfillment of the duties and responsibilities enumerated herein.

For the purpose of inducing all third parties to act in accordance with the instructions of my attorney-in-fact as authorized herein, I hereby represent, warrant and agree that:

a. The powers conferred on my attorney-in-fact by this instrument may be exercised by my attorney in fact alone and my attorney-in-fact's signature or act under the authority granted



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in this instrument may be accepted by persons as fully authorized by me and with the same force and effect as if I were personally present, confident, and acting on my own behalf.

- b. If this instrument is revoked or amended for any reason, I, my estate, and my personal representative will hold any person, organization, corporation or entity, hereinafter referred to in the aggregate as person harmless from any loss suffered, or liability incurred by such person in acting in accordance with the instructions of my attorney-in-fact acting under this instrument prior to the receipt by such person of actual written notice of any such revocation or amendment.
- c. No person who relies in good faith on the authority of my attorney-in-fact under this instrument shall incur any liability to me, my estate or my personal representative
- d. I hereby revoke all powers of attorney, general and/or limited, heretofore created by me as principal.
- e. This agreement shall be binding on the successors and assigns of the undersigned.
- f. If any part of provision of this agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdictions, then such a decision shall not affect any other part or provision of this agreement except that specific provision to be determined unconstitutional, invalid or unenforceable.
- g. In the event of litigation or binding arbitration to enforce this contract, the prevailing party will be entitled to costs and reasonable attorney fees.
- h. This agreement may be not modified except by a written instrument properly executed by the undersigned.

This Specific Power of Attorney shall expire 30 days from this date.

Signed under the seal this 2014 day of August, 2004.

ROGER W. CALL aka Roger Wood Call

Grantor

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STATE OF UTAH	)
	. SS
COUNTY OF WEBER	)

On the 20th day of August, 2004, personally appeared before me ROGER W. CALL, the signer of the foregoing document who acknowledged to me that he executed the same.

LISA K BURKER

NOTARY PUBLIC • STATE of UTAH

4723 HARRISON BLVD, STE 200

OGDEN UT 84403 COMM. EXP. 06-04-2005

Notary Public Residing at:

My Commission Expires: