

COMMITMENT FOR TITLE INSURANCE

ISSUED BY

First American Title Insurance Company National Commercial Services
215 South State Street, Ste. 380, Salt Lake City, UT 84111
Phone: (801)536-3100 | Fax: (866)344-5051

First American Title Insurance Company National Commercial
Services
215 South State Street, Ste. 380
Salt Lake City, UT 84111

April 14, 2014

Order Number: NCS-664617-SLC1

Attn: Cathy Prestwich - Debra Harris

Additional copies, if any, have been sent to the following parties:

, Bruce R. Wisan United Effort Plan Trust, 155 North 400 West , Suite 400, Salt Lake , UT 84013

RE: Proposed Owner/Applicant:

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this commitment is limited by the following:

- The Provisions in Schedule A.
- The Requirements in Schedule B-1.
- The Exceptions in Schedule B-2.
- The Conditions on the inside cover page.

The Commitment is not valid with out SCHEDULE A and Sections 1 and 2 of SCHEDULE B.

Underwritten by:

First American Title Insurance Company



Dennis J. Gilmore
President



Timothy Kemp
Secretary



1388-A

SCHEDULE A

ESCROW/CLOSING INQUIRIES should be directed to your Escrow Officer: Cathy Prestwich at (801)536-3100 located at 215 South State Street, Ste. 380, Salt Lake City, UT 84111.

Effective Date: April 02, 2014 at 8:00 a.m.

- 1. Policy or (Policies) to be issued:

ALTA 2006 Standard Owner's for \$TBD PREMIUM \$TBD

Proposed Insured:
To Be Determined

Endorsements PREMIUM \$

- 2. The estate or interest in the land described or referred to in this commitment and covered herein is fee simple and title thereto is at the effective date hereof vested in:

Owner # United Effort Plan Trust, dated November 9, 1942, Amended April 10, 1946 and Amended and Restated on November 3, 1998
Bruce R. Wisan, as the Court-Appointed Special Fiduciary, as Trustee

- 3. The land referred to in this Commitment is located in Washington County, UT and is described as:

Description The Northeast Quarter of the Northeast Quarter and Sectional Lot 6, of Section 31, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

Tax ID Tax ID No. 1388-A

Street Address Said property is also known by the street address of:
Vacant Land/APN 1388-A-SE
UT

**SCHEDULE B - Section 1
Requirements**

The following are the requirements to be complied with:

1. Pay the agreed amounts for interest in the land and/or the mortgage or deed of trust to be insured.
2. Pay us the premiums, fees and charges for the policy. In the event the transaction for which this commitment is furnished cancels, a cancellation fee will be imposed.
3. Provide us with releases, reconveyances or other instruments, acceptable to us, including payment of any amounts due, removing the encumbrances shown in Schedule B-2 that are objectionable to the proposed insured.
4. Provide us with copies of appropriate agreements, resolutions, certificates, or other evidence needed to identify the parties authorized to execute the documents creating the interest to be insured.
5. The documents creating the interest to be insured must be signed, delivered and recorded.
6. You must tell us, in writing, the name of anyone not referred to in this Commitment who will receive an interest in, or who will make a loan secured by a deed of trust or mortgage secured by, the land described in this Commitment.
7. After we have received the information requested in these requirements, together with any other information about the transaction, we will have the right to add requirements to this Schedule B-1 or special exceptions to Schedule B-2.

**SCHEDULE B - Section 2
Exceptions**

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interest or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easements or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments and any other facts which a correct survey would disclose, and which are not shown by public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this commitment.

(Items 1-7 will be deleted on Lender's Policy)

8. Taxes for the year 2013, in the amount of \$525.41, have NOT been PAID, and are DELINQUENT, plus penalty and interest, as to Tax ID Number: 1388-A.
Taxes for the year 2014 are now a lien, not yet due, Tax ID Number: 1388-A.
9. Said land is included within the Unincorporated Area of the County of Washington, municipal corporations of the State of Utah and Tax Districts No. 15, and is subject to any charges and assessments made thereby for its Special Service Districts.
10. All public utility and drainage easements, notes and restrictions shown on the official ownership plat of record for Section 31, Township 43 South, Range 11 West, Salt Lake Base and Meridian.

- 11. Reservation of minerals, rights of way, easements, restrictions, terms and conditions, etc., as shown on that certain Patent recorded January 9, 1967 as Entry No. 129175 in Book S-64 at Page 573, of Official Records.
- 12. Declaration of Covenants, Conditions and Restrictions, recorded July 11, 1977 as Entry No. 185195 in Book 222 at Page 491 of Official Records.
- 13. The fact that said land does not adjoin a dedicated right of way and therefore appears to lack access. Access to said land is limited to current use only.
- 14. Deed of Trust from Aspen Management Investments, LLC, as Trustor, in favor of Southern Utah Title Company as Trustee and United Effort Plan Trust, a Utah Charitable Trust, as Beneficiary, to secure the amount of \$4,000,000.00, dated September 27, 2004 as Entry No. 902784 in Book 1674 at Page 202, of Official Records.
- 15. Notice of Interest, from Judicial District Court, Washington County, State of Utah, Civil No. 050500723, in favor of Plaintiffs, Richard Jessop Ream, Thomas Samuel Steed, Don Ronald Fischer, Dean Joseph Barlow, Walter Scott Fischer, Richard Gilbert and Brent Jeffs, Hoole & King, L.C., Roger H. Hoole, Heather E. Morrison and Gregory N. Hoole, recorded May 2, 2005 as Entry No. 942405 in Book 1739 at Page 926 of Official Records

Note: Said case was dismissed in the Official Washington County Records.

1348-A

The name(s) , has/have been checked for general tax liens, and bankruptcies and if any were found, are disclosed herein

Chain of Title

According to Official Records, there have been no documents conveying the land described herein within a period of 12 months prior to the date of this commitment, except as follows:

<u>Document Name</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Recording Date</u>	<u>Entry No.</u>	<u>Book</u>	<u>Page</u>
NONE						

Title inquiries should be directed to @ .

NOTE: The policy(ies) to be issued as a result of this Commitment contain an Arbitration Clause set forth in the Conditions/Conditions and Stipulations Section. The following is included for the information of the proposed insured(s):

Any matter in dispute between you and the company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Association or other recognized arbitrator, a copy of which is available on request from the company. Any decision reached by arbitration shall be binding upon both you and the company. The

arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.

In the event the transaction for which this commitment was ordered "cancels", please refer to Paragraph B under Schedule B, Section 1 for required cancellation fee.

CONDITIONS

1. DEFINITIONS

- (a) "Mortgage" means mortgage, deed of trust or other security instrument.
- (b) "Public Records" means title records that give constructive notice of matters affecting the title according to the state law where the land is located.

2. LATER DEFECTS

The Exceptions in Schedule B may be amended to show any defects, liens or encumbrances that appear for the first time in the public records or are created or attached between the Commitment Date and the date on which all of the Requirements are met. We shall have no liability to you because of this amendment.

3. EXISTING DEFECTS

If any defects, liens or encumbrances existing at Commitment Date are not shown in Schedule B, we may amend Schedule B to show them. If we do amend Schedule B to show these defects, liens or encumbrances, we shall be liable to you according to Paragraph 4 below unless you knew of this information and did not tell us about it in writing.

4. LIMITATION OF OUR LIABILITY

Our only obligation is to issue to you the Policy referred to in this Commitment, when you have met its Requirements. If we have any liability to you for any loss you incur because of an error in this Commitment, our liability will be limited to your actual loss caused by your relying this Commitment when you acted in good faith to:

comply with the Requirements

or

eliminate with our written consent any Exceptions shown in Schedule B

We shall not be liable for more than the Amount shown in Schedule A of this Commitment and our liability is subject to the terms of the Policy form to be issued to you.

5. CLAIMS MUST BE BASED ON THIS COMMITMENT

Any claims, whether or not based on negligence, which you may have against us concerning the title to the land must be based on this Commitment and is subject to its terms



PRIVACY POLICY

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at www.firstam.com.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

c2001 The First American Corporation - All Rights Reserved

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AFFECTING LANDS LOCATED IN WASHINGTON COUNTY, UTAH

Entry No. 185195 Fee \$24.00
Recorded at Request of SOUTHERN UTAH TITLE
Date JUL 11 1977 at 4:30 PM
Book 222 Page 491-504
Washington County Recorder

PART A: PREAMBLE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned is the owner of the following described real property located in Washington County, State of Utah, to wit:

See Exhibit "A" Attached Hereto,

said owner does hereby establish the nature of the use and enjoyment of all of the land described herein referred to as the "subdivision" and does hereby make provision for the development of water, roads and common facilities through a method of uniform assessment to be levied against all of the lands within the subdivision in the manner prescribed hereby and declares that all conveyances of portions of the said land shall be made subject to the following conditions, restrictions, impositions and stipulations.

PART B: COVENANTS AND USE RESTRICTIONS

1. Subdivision The land referred to in Exhibit "A" herein consists of sections and parts of sections as established by United States Government survey. All subdivision of these lands shall be in aliquot parts of said sections. That is, sections may be divided into half sections or quarter sections. Quarter sections may be divided into quarters thereof in such a manner as to provide a northeast quarter, a southeast quarter, a southwest quarter and a northwest quarter, which quarters constitute parcels of approximately 40 acres each. The said 40 acre parcels may be further subdivided, subject to the restrictions contained herein regarding frontage, into quarters thereof constituting parcels of approximately 10 acres each. No parcel shall be further divided or subdivided. Nothing contained herein shall permit the owner of any parcel to divide or subdivide said parcel in violation of the laws, ordinances and regulations of Washington County and the State of Utah.

2. Land Use Except as otherwise provided herein, no parcel shall be used except for agricultural or residential purposes and no buildings shall be erected, altered, placed or permitted to remain on any parcel other than one single family residence not exceeding two stories in height, a private garage, and such outbuildings not exceeding 25 feet in height as are usually necessary in connection with agricultural activities permitted hereby, all in accordance with the terms and conditions hereinafter set forth.

3. Minimum Lot Size No parcel shall be divided, subdivided, or in any way reduced in size or area creating any parcel containing less than 10 acres and no parcel shall have a frontage less than 330 feet on an established road or right-of-way, except for parcels traversed by State Highway 59 which are hereby designated as commercial parcels.

4. Single Family Residence Minimum Area No single family residence shall be permitted, on any parcel, which possesses a fully enclosed floor area, exclusive of roofed or unroofed porches, terraces, garages, carports or other outbuildings, of less than ELEVEN HUNDRED, (1100) square feet.

5. Minimum Lot Line Setbacks No residence, garage or any structure in connection therewith shall be less than 25 feet from any road or right-of-way line. Barns, outbuildings and other accessory buildings shall not be less than 50 feet therefrom.

6. Rights-of-Way, Easements, Ingress and Egress A fifty foot perimeter right-of-way and easement for the installation and maintenance of access roads, utilities and drainage facilities is reserved hereby on all sides of each 40 acre parcel in the subdivision. Parcels of less than 40 acres are subject to a fifty foot right-of-way and easement on each side thereof which is common with and also a part of the perimeters of the forty acre parcels referred to herein. Within these rights-of-way and easements no fences, structures, planting or other material shall be placed or permitted to remain. In addition to the rights-of-way and easements specified herein, each parcel is subject to such special rights-of-way and special easements not in excess of fifty feet in width as necessary to provide access or utility service to adjoining

parcels. Said special rights-of-way and special easements shall be designated by the subdivision control committee, provided for herein, and shall be located in accordance with sound engineering and subdivision practices and in such a manner as to cause the least inconvenience or disruption to existing parcels or improvements thereon; provided, however, that at the expiration of five years from the date hereof no further special rights-of-way or special easements shall be established and all easements, roads and rights-of-way in existence at that time shall thereupon become permanent for the use, enjoyment, access, ingress and egress of all of the property owners of the subdivision.

The right to construct, install, service, repair and maintain water wells, pumps, storage facilities, pipes, valves and distribution systems is hereby reserved, including the right of permanent use of all land necessary therefor and such easements as necessary in connection therewith.

7. Temporary Structures No structure of a temporary character, including, but not limited to, camper, mobile home, trailer, tent, shack, garage, barn, basement or other outbuilding shall be used on any parcel at any time as a residence except as for such temporary periods as may be necessary during the time required for the construction of a single family residence or other permitted structure on said parcel, but in no event shall such temporary occupation exceed a period of one year.

8. Completion of Construction Construction of any improvement, whether single family residence, garage or outbuilding, shall be pursued diligently to completion and any improvements not so completed within two years after the beginning of construction or upon which construction has ceased for a period of ninety consecutive days or which have been partially or totally destroyed and not rebuilt within a period of two years from such destruction shall be deemed a nuisance. In such event the subdivision control committee may remove any such nuisance or repair or complete the same and the cost of such action shall be chargeable to the owner as a special assessment, and if unpaid shall be added to and become a part of the annual assessment to which such parcel is subject as further provided herein.

9. Occupancy of Residence No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

10. Nuisance No noxious or offensive activities shall be carried on within the subdivision nor shall anything be done therein which may be or may become an annoyance or a nuisance to land owners therein.

11. Prohibited Business Activities All business or commercial utilization of subdivision lands, except as specified herein, is hereby prohibited except for agricultural and other purposes incidental thereto. No other gainful occupation, profession or trade visible to the public shall be conducted thereon. Commercial swine or pig operations, commercial poultry operations, commercial cattle feeding operations and other similar agricultural pursuits which produce unsightly conditions or pollute the environment or the atmosphere are also hereby specifically forbidden. Parcels traversed by State Highway 59 may be used for such commercial purposes as the subdivision control committee may determine.

12. Parcel Maintenance All parcels referred to herein, whether occupied or unoccupied, and any improvements placed thereon, shall be maintained at all times in such a manner as will not constitute a hazard to health, safety or environmental quality or produce unsightly conditions which detract from subdivision values. If not so maintained, the subdivision control committee shall have the right to take whatever action is necessary to remedy such condition, and the cost of such action shall be chargeable to the owner of said lands as a special assessment and if unpaid shall be added to and become a part of the annual assessment to which such parcel is subject as further provided herein.

13. Garbage, Refuse Disposal, Salvage Items, Etc. No portion of any parcel shall be used or maintained as a dumping ground for garbage, refuse, rubbish, trash or other such waste. Waste shall be kept at all times in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. Salvage items, commercial inventories, building materials, except during construction periods, or unsightly materials may not be stored on any portion of any parcel in public view or in view of other property owners.

14. Sewage Disposal No individual sewage disposal system shall be permitted on any parcel except a septic tank system approved by Washington County, Utah and the Utah State Board of Health and installed in accordance with applicable regulations and standards thereof.

15. Hunting The hunting and/or trapping of any animals is prohibited within the subdivision except to the extent necessary for the control of loss or damage to poultry, livestock, growing crops or ornamental plants by predatory animals and then only upon receipt of prior permission from the subdivision control committee and in conformance with such rules and regulations as are applicable issued by regulatory governmental entities having jurisdiction thereof.

16. Signs No sign of any kind shall be displayed to the public view on any parcel without the prior approval of the subdivision control committee except for one professional sign of not more than six square feet advertising the property for sale or lease.

17. Use of Roads, Rights-of-Way, Etc. All roads, rights-of-way, easements, etc. within the subdivision are hereby declared to be for the common use of all of the owners and occupants of said lands, notwithstanding the fact that the land underlying the same has not been dedicated, conveyed or accepted by any governmental agency for the purpose of establishing or maintaining said roads. Property owners over whose lands such roads, rights-of-way and easements exist shall be responsible for the payment of all taxes levied thereon. The subdivision control committee shall have the authority to establish the maximum permissible speed on any road or right-of-way within the subdivision.

18. Drilling and Mining No shafts, open excavations, drilling, quarrying or mining operations of any kind shall be permitted on any parcel.

19. Vehicle Storage No automobiles, trucks, trailers, motor homes, boats, farm equipment or other vehicles or equipment may be stored on any roads, rights-of-way or easements in the subdivision. No junk cars or other cars, trucks, vehicles or equipment not in an operable condition may be stored in public view.

20. Slope and Drainage Control No structure, planting, farming or other activities shall be allowed or permitted to remain which may damage or interfere with the established drainage patterns or which create erosion, sliding, flooding or which may alter or change the direction of flow of drainage channels or obstruct or retard the flow of water through such channels. Any property owner violating this restriction shall be liable for all damage resulting to adjoining property owners.

21. Compliance With Codes, Etc. No home, outbuilding or other structure shall be built or permitted to remain which does not meet specifications of local or state building codes then existing.

22. Roofing Material No tin, corrugated metal or shiny metal roofs shall be permitted on any house, garage, outbuilding, storage building or other structure.

23. Garage or Carport Required No home shall be built which does not include a garage or carport suitable for at least one vehicle.

24. Fuel Tanks, Rubbish Receptacles Every tank for the storage of fuel installed outside any building in the subdivision shall be buried below the surface of the ground or screened to the satisfaction of the subdivision control committee. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground, screened or so placed and kept as not to be visible from any street, road or easement serving the subdivision at any time except during refuse collections.

25. Architectural Control No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the subdivision control committee in order to insure compliance with the restrictions contained herein. The committee's approval or disapproval as required in these covenants shall be in writing.

PART C: SUNSHINE ACRES MUNICIPAL CORPORATION

1. Purposes For the purpose of acquiring, owning, holding and developing common assets and for providing necessary or desired municipal services all strictly within the subdivision, a Utah nonprofit corporation has been organized known as "Sunshine Acres Municipal Corporation." The purposes of this corporation are more specifically set forth in its Articles of Incorporation, a copy of which is attached hereto and made a part hereof, constituting Exhibit "B" hereto.

2. Membership As provided in its Corporate Articles, membership in the corporation is limited to the owners of parcels within the subdivision and is automatic with and

appurtenant to such ownership. Membership shall not be separated from the ownership of any parcel, nor shall any person who is a non-owner become a member.

3. Covenant for Maintenance Assessments Pursuant to the powers granted to it by its Articles of Incorporation and in accordance with these covenants, the Board of Trustees of Sunshine Acres Municipal Corporation is hereby expressly authorized and empowered to levy uniform annual and special assessments against all parcels in the subdivision and the undersigned hereby covenant and each owner of any parcel by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the corporation such annual and special assessments. Special assessments may also be levied against a particular parcel in the subdivision when appropriate.

4. Liens The annual and special assessments referred to herein, together with interest, costs and reasonable attorney fees, if any, shall be a charge upon the land applicable thereto and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid when due, plus any other charges thereon, including interest as provided therein from the date of delinquency, and the cost of collection and attorney fees, if any, shall constitute and become a lien on the parcel so assessed when the Board of Trustees causes to be recorded in the office of the Washington County Recorder, State of Utah, a notice of assessment signed by the Secretary of the corporation, which notice shall state the name of the corporation, the principal place of business of the corporation, the date of the assessment, the delinquency date, the amount of such assessment, the interest rate and other applicable charges and the legal description of the parcel which has been assessed. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except for any governmental liens for taxes or other governmental assessments having statutory priority.

Conveyance of any parcel shall not affect any lien for assessments provided herein and such liens shall attach to the parcel and run with the land to all subsequent transferees. The lien provided for herein may be foreclosed in behalf of the corporation in a like manner as any trust deed and in such event the corporation may be the bidder at the foreclosure sale. The corporation may also pursue any other remedy which is available at law or in equity against the owner for the collection of any monies due as a result of such assessment.

The corporation shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof or to furnish municipal or utility services to any owner or any person claiming under them including subsequent assignees or transferees unless and until all such assessments and charges relating thereto have been paid.

5. Board of Trustees Constitutes Subdivision Control Committee For purposes of enforcement of these covenants, conditions and restrictions, a subdivision control committee is hereby established. The Board of Trustees of Sunshine Acres Municipal Corporation, as it may be constituted from time to time in accordance with its Corporate Articles, shall at all times constitute the subdivision control committee referred to herein.

6. Voting Each member of the corporation shall be entitled to one vote for each acre or fractional acre of land owned in the subdivision.

PART D: GENERAL PROVISIONS

1. Term The provisions, terms, covenants and restrictions of this declaration shall run with the land and shall be binding upon all parties and persons claiming an interest therein through the undersigned for a period of twenty years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten years each, unless and until an instrument duly executed by the President and Secretary-Treasurer of Sunshine Acres Municipal Corporation terminating said covenants in whole or in part has been recorded with the County Recorder of Washington County, Utah, certifying that the said termination has been approved by members holding a majority of the voting rights of the corporation.

2. Amendments This declaration may be amended by an instrument, duly executed by the President and Secretary-Treasurer of Sunshine Acres Municipal Corporation and recorded with the County Recorder of Washington County, Utah, certifying that the said amendment has been approved by members holding Three-Fourths (3/4) of the voting rights of the corporation.

3. Enforcement Enforcement of the terms and conditions of this declaration shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. The cost of such action shall be chargeable to the owner as a special assessment and if unpaid shall constitute and become a lien on the parcel so assessed and may be foreclosed according to the manner provided herein.

4. Annexation Additional lands may be annexed into Sunshine Acres Subdivision upon the concurrence of members of Sunshine Acres Municipal Corporation holding a majority of the voting rights therein when all other legal requirements therefor have been fully complied with.

5. Acceptance by Grantee or Subsequent Transferee Each grantee, purchaser or subsequent transferee of any parcel shall, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the undersigned, or subsequent owner, or transferee of such a parcel, accept such deed or contract upon and subject to each and all of the provisions of this declaration, including all amendments thereto and to the jurisdiction, rights, powers and privileges of the corporation. By acceptance of such deed or execution of such contract, such grantee, transferee, or purchaser shall for himself, his heirs, successors and assigns in interest, covenant, consent and agree to with the undersigned and with owners of each and all other parcels in the subdivision and their subsequent grantees, transferees or purchasers, to keep, observe, comply with, perform and be subject to all of the provisions and terms of this declaration.


6. Severability Each and every provision of this declaration is and shall be independent of and severable from any other provision herein. If any provision shall be held by a court of competent jurisdiction to be invalid or unenforceable, all remaining provisions shall remain in full force and effect.

7. Waivers and Exemptions The subdivision control committee shall have the power to grant waivers and exemptions from any of the terms, covenants, conditions and restrictions contained herein based upon reasonable cause and without prejudice, when such waivers or exemptions are, in the opinion of the subdivision control committee, in the public interest or are not detrimental thereto. Such waivers and exemptions, if granted, may be revoked at any time thereafter in the event that the same result in any public nuisance or in the destruction of or pollution to the environment in the subdivision. Nothing contained herein shall permit the subdivision control committee to exempt any property owner from payment of each and every assessment due and payable as provided herein or resulting herefrom or to change the terms and conditions under which said sums are due and payable.

IN WITNESS WHEREOF, the undersigned has herein this 6th day of July, 1977 executed this Declaration of Covenants, Conditions and Restrictions.

ATTEST:

FIRST NATIONAL LAND RESERVE CORPORATION


L. N. Chatwin, Secretary

By 
E. J. Knudson, Jr., President

185195

0495

STATE OF UTAH)
County of Salt Lake) ss.

I, Rebecca Thatcher, a notary public, hereby certify that on the 6th day of July, 1977, personally appeared before me E. J. Knudson, Jr. and L. M. Chatwin who being by me duly sworn did say, each for himself, that he, the said E. J. Knudson, Jr. is the president, and she, the said L. M. Chatwin is the secretary of First National Land Reserve Corporation, and severally declared that they are the persons who signed the foregoing Declaration of Covenants, Conditions and Restrictions Affecting Lands Located in Washington County, Utah as the duly authorized officers of First National Land Reserve Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of July, 1977.



Rebecca Thatcher
Notary Public
Residing at: Salt Lake City, Utah

My commission expires: 9/24/80

185195

0:19

Exhibit "A" to Declaration of
Covenants, Conditions and Re-
strictions Affecting Lands Located
in Washington County, Utah

EXHIBIT "A"

- PARCEL 1: The West one-half of the Northeast quarter; the East one-half of the Northwest quarter; the Southwest quarter; and the West one-half of the Southeast quarter of Section 15, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 2: The Southeast quarter of the Southeast quarter of Section 16, Township 43 South, Range 11 West, Salt Lake Meridian, and beginning at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 16, and running thence North 50 rods; thence West 80 rods; thence South 50 rods; thence East 80 rods; more or less to the point of beginning.
- PARCEL 3: The Northeast quarter and the North one-half of the Southeast quarter of Section 22, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 4: The North one-half of the Northwest quarter of Section 23, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 5: The West three-fourths of Section 28, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 6: The Southeast quarter of the Southeast quarter of Section 29, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 7: Sectional Lots 4, 9, and 10 in Section 30, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 8: The Northeast quarter and Sectional Lots 5, 6, 7, and 8 in Section 31, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 9: The Northwest quarter and the Northeast quarter of Section 32, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 10: The Northwest quarter; the West one-half of the Northeast quarter; and Sectional Lot Two (2), of Section 33, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 11: The Southeast quarter of the Southeast quarter of Section 24, Township 43 South, Range 12 West, Salt Lake Meridian.
- PARCEL 12: The Southwest quarter of the Southeast quarter and the East one-half of the East one-half of Section 25, Township 43 South, Range 12 West, Salt Lake Meridian.
- PARCEL 13: The South one-half of the Southwest quarter; the Southwest quarter of the Southeast quarter of Section 12, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 14: The Northwest quarter of Section 13, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 15: The Northeast quarter; the Southeast quarter of the Northwest quarter; and the Southwest quarter of Section 14, Township 43 South, Range 11 West, Salt Lake Meridian.

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ARTICLES OF INCORPORATION
OF
SUNSHINE ACRES MUNICIPAL CORPORATION



WE, the undersigned natural persons of the age of twenty-one years or more, acting as incorporators of a nonprofit corporation under the Utah Nonprofit Corporation and Co-operative Association Act, adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of this corporation is Sunshine Acres Municipal Corporation.

ARTICLE II

The duration of this corporation is perpetual.

ARTICLE III

This corporation is organized exclusively as a nonprofit corporation qualifying as a home owners association which is an organization exempt from federal income taxes pursuant to Section 528 of the Internal Revenue Code of 1954 as amended to date. All of the purposes for which this corporation is formed relate specifically and exclusively to certain lands located in Washington County, Utah, more particularly described in Exhibit "A" hereto, the same being hereinafter referred to as "Sunshine Acres Subdivision" or "the subdivision" (not a recorded subdivision of Washington County, Utah). The corporation is a residential real estate management association organized and operated to provide for the acquisition, construction, management, maintenance and care of common property or commonly used property within the subdivision and to provide for necessary or desired municipal services therein. In connection with the above stated general purposes, the following specific and additional purposes are hereby declared:

- (a) To acquire, own, hold and develop water and water rights.
- (b) To acquire, construct, equip, own, hold, operate, manage and maintain wells, pumps, water storage tanks, pipe lines, water systems and related items and in connection therewith to distribute, sell and dispense water.
- (c) To develop, construct, maintain and improve roads, streets, rights-of-way, easements, access ways, gates, curbs, gutters, sidewalks, drainage ways, storm drains, ditches, culverts, channels, dikes, flood control systems and similar facilities.

- (d) To acquire, own; hold, develop, administer, operate and maintain parks, playgrounds and recreational facilities.
- (e) To provide for municipal services desired by the residents of the subdivision, including, but not limited to, utility services, fire protection, garbage collection, street lighting and maintenance of common facilities, and to establish the rates, terms and conditions thereof.
- (f) To fix, levy, collect and enforce payment of, by any lawful means, charges and assessments upon all parcels in the subdivision and upon the owners thereof strictly for the purposes specified herein pursuant to the terms of a certain "Declaration of Covenants, Conditions and Restrictions" applicable to the said subdivision, recorded or to be recorded in Washington County, Utah, including all amendments thereto, as the same become effective hereafter.
- (g) To enforce covenants, conditions, restrictions, charges, easements and agreements existing upon or created for the benefit of the real property within the subdivision.
- (h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Utah Nonprofit Corporation and Co-operative Association Act of the State of Utah by law may now or hereafter have or exercise; provided, however, that the corporation shall not engage in any activity or exercise any power that is not in furtherance of the purposes stated herein, nor shall the corporation engage in any activity for profit which would jeopardize its nonprofit status.

ARTICLE IV

This corporation shall have members. Membership in the corporation is limited to the owners of parcels within the subdivision and is automatic with and appurtenant to such ownership. It shall not be separated from the ownership of any parcel nor shall any person who is a non-owner become a member. In the absence of other information to the contrary, the owner of public record of any parcel shall be deemed to be the owner thereof for membership purposes herein.

ARTICLE V

In accordance with the "Declaration of Covenants, Conditions and Restrictions" applicable to the subdivision and in furtherance of the purposes specified

herein, the Board of Trustees of the corporation is hereby expressly authorized and empowered to levy uniform annual and special assessments against all parcels in the subdivision and in accordance with said declaration each owner of any parcel in the subdivision, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the corporation such annual and special assessments. Special assessments also may be levied against a particular parcel in the subdivision when deemed equitable and appropriate by the Board of Trustees. The annual and special assessments referred to herein, together with interest, costs and reasonable attorney fees, if any, shall be a charge upon the land applicable thereto and shall be a continuing lien upon the property against which each such assessment is made. Any assessment not paid when due, plus any other charges thereon, including interest as provided therein from the date of delinquency, and the cost of collection and attorney fees, if any, shall constitute and become a lien on the parcel so assessed when the Board of Trustees causes to be recorded in the office of the Washington County Recorder, State of Utah, a notice of assessment signed by the Secretary of the corporation, which notice shall state the name of the corporation, the principal place of business of the corporation, the date of the assessment, the delinquency date, the amount of such assessment, the interest rate and other applicable charges and the legal description of the parcel which has been assessed. Such lien shall be prior to all other liens recorded subsequent to said notice of assessment except for any governmental liens for taxes or other governmental assessments having statutory priority.

Conveyance of any parcel shall not affect any lien for assessments provided herein and such liens shall attach to the parcel and run with the land to all subsequent transferees. The lien provided for herein may be foreclosed in behalf of the corporation in a like manner as any trust deed and in such event the corporation may be the bidder at the foreclosure sale. The corporation may also pursue any other remedy which is available at law or in equity against the owner for the collection of any monies due as a result of such assessment.

The corporation shall not be required to transfer membership on its books or to allow the exercise of any rights or privileges of membership on account thereof or to furnish municipal or utility services to any owner or any person claiming under them including subsequent assignees or transferees unless and until all such assessments and charges relating thereto have been paid.

All regular and special assessments shall be levied on a uniform per acre basis in such a manner that each acre is assessed the same amount as each other acre in the subdivision; provided, however, that the Board of Trustees may, when appropriate, levy special assessments against one or more specific parcels in connection with improvements made thereon or to be made thereon. Procedures in connection with the levying and collection of assessments shall be in accordance with applicable Utah law.

ARTICLE VI

The affairs of this corporation shall be managed by a governing board consisting of not less than three members. The members of the governing board shall be designated as "Trustees". Each Trustee shall be twenty-one years of age or more and shall be a property owner of one or more parcels in the subdivision; provided, however, that an officer, director or a duly appointed representative of any corporation which is a property owner within the subdivision shall also be qualified to serve as a Trustee. The number of Trustees constituting the initial governing board shall be three. The names and street address of the persons who are to serve as the initial Trustees of this corporation are:

E. J. Knudson, Jr.	2358 South 3600 West Salt Lake City, Utah 84119
Louis J. Barlow	2358 South 3600 West Salt Lake City, Utah 84119
Arthur R. Blackmore	2358 South 3600 West Salt Lake City, Utah 84119

The Trustees of this corporation shall serve for periods of two years and until their successors are elected and qualified by a majority vote of the members hereof. The Trustees shall have all powers granted by law to conduct the affairs of the corporation and shall serve without salary or other compensation. They may designate from among their number a President, a Vice-President and a Secretary-Treasurer and shall prescribe the duties of each.

ARTICLE VII

The name and street address of each incorporator is as follows:

E. J. Knudson, Jr.	2358 South 3600 West Salt Lake City, Utah 84119
Louis J. Barlow	2358 South 3600 West Salt Lake City, Utah 84119
Arthur R. Blackmore	2358 South 3600 West Salt Lake City, Utah 84119

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ARTICLE VIII

The initial principal office of this corporation shall be located at 2358 South 3600 West, Salt Lake City, Utah 84119. E. J. Knudson, Jr. is the registered agent thereat.

ARTICLE IX

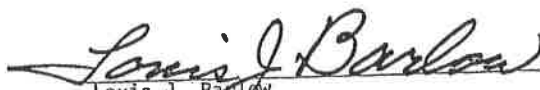
At all meetings of the members of this corporation, the number of members entitled to vote which are properly represented thereat, either in person or by proxy, regardless of how small the number may be, shall constitute a quorum, except as otherwise provided by law and an affirmative majority vote cast by said members shall be necessary for the transaction of all business thereat, except as otherwise provided herein or by law. On all voting each member shall be entitled to one vote for each acre or fractional acre of land owned in the subdivision.

ARTICLE X

In the event of dissolution or winding up of this corporation, after all debts and obligations have been paid, any funds remaining shall be distributed to the members, each member receiving a prorata portion thereof based upon the number of acres owned in the subdivision. In the event there are any unpaid assessments or other charges, fees or obligations owed to the corporation by any members, such items shall be deducted from the funds which would normally be paid to such members and redistributed proportionally to all members as provided herein upon such final distribution.

IN WITNESS WHEREOF, we the undersigned incorporators have hereunto set our hands this 6th day of July, 1977.


E. J. Knudson, Jr.


Louis J. Barlow


Arthur R. Blackmore

STATE OF UTAH

County of Salt Lake

)
: ss.
)

I, Rebecca Thatcher, a notary public, hereby certify that on the 6th day of July, 1977, personally appeared before me E. J. Knudson, Jr., Louis J. Barlow, and Arthur R. Blackmore, who being by me first duly sworn, severally declared that they are the persons who signed the foregoing Articles of Incorporation of Sunshine Acres Municipal Corporation as the incorporators thereof and that the statements therein are true.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 6th day of July, 1977.



Rebecca Thatcher
Notary Public
Residing at: Salt Lake City, Utah

EXHIBIT "A"

- PARCEL 1: The West one-half of the Northeast quarter; the East one-half of the Northwest quarter; the Southwest quarter; and the West one-half of the Southeast quarter of Section 15, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 2: The Southeast quarter of the Southeast quarter of Section 16, Township 43 South, Range 11 West, Salt Lake Meridian, and beginning at the Southeast corner of the Northeast quarter of the Southeast quarter of said Section 16, and running thence North 50 rods; thence West 80 rods; thence South 50 rods; thence East 80 rods, more or less to the point of beginning.
- PARCEL 3: The Northeast quarter and the North one-half of the Southeast quarter of Section 22, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 4: The North one-half of the Northwest quarter of Section 23, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 5: The West three-fourths of Section 28, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 6: The Southeast quarter of the Southeast quarter of Section 29, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 7: Sectional Lots 4, 9, and 10 in Section 30, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 8: The Northeast quarter and Sectional Lots 5, 6, 7, and 8 in Section 31, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 9: The Northwest quarter and the Northeast quarter of Section 32, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 10: The Northwest quarter; the West one-half of the Northeast quarter; and Sectional Lot Two (2), of Section 33, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 11: The Southeast quarter of the Southeast quarter of Section 24, Township 43 South, Range 12 West, Salt Lake Meridian.
- PARCEL 12: The Southwest quarter of the Southeast quarter and the East one-half of the East one-half of Section 25, Township 43 South, Range 12 West, Salt Lake Meridian.
- PARCEL 13: The South one-half of the Southwest quarter; the Southwest quarter of the Southeast quarter of Section 12, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 14: The Northwest quarter of Section 13, Township 43 South, Range 11 West, Salt Lake Meridian.
- PARCEL 15: The Northeast quarter; the Southeast quarter of the Northwest quarter; and the Southwest quarter of Section 14, Township 43 South, Range 11 West, Salt Lake Meridian.

* * * * *

58 # 14

1-Amd, 1-62

00902784 Bk 1674 Pg 0202
RUSSELL SHIRTS & WASHINGTON CO RECORDER
2004 SEP 28 12:06 PM FEE \$58.00 BY RS
FOR: ASPEN MANAGEMENT INVESTMENTS LLC

WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

United Effort Plan Trust
P.O. Box 840459
Hildale, Utah 84784

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST
WITH ASSIGNMENT OF RENTS**

This Deed of Trust, made this 27th day of September, 2004, between
ASPEN MANAGEMENT INVESTMENTS, LLC, a Utah Limited Liability Company, as TRUSTOR,
whose address is P.O. Box 840562, Hildale, Utah 84784
(Street and number) (City) (State)
SOUTHERN UTAH TITLE COMPANY
~~KINGDOM REALTY COMPANY~~, a Utah corporation, as TRUSTEE, and
UNITED EFFORT PLAN TRUST, a Utah Charitable Trust, as BENEFICIARY,

Witnesses: That Trustor CONVEYS AND WARRANTS TO TRUSTEE IN TRUST, WITH POWER OF SALE, the following described
property, situated in Washington County, State of Utah:

See attached Schedule "A" for complete legal description.

Together with all buildings, fixtures and improvements thereon and all water rights, rights of way, easements, rents, issues, profits, income, tenements,
hereditaments, privileges and appurtenances thereunto belonging, now or hereafter used or enjoyed with said property, or any part thereof, SUBJECT,
HOWEVER, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues, and profits.

For the Purpose of Securing:

(1) payment of the indebtedness evidenced by a promissory note of even date hereof in the principal sum of \$ 4,000,000.00
made by Trustor, payable to the order of Beneficiary at the times, in the manner and with interest as therein set forth, and any extensions and/or re-
newals or modifications thereof; (2) the performance of each agreement of Trustor herein contained; (3) the payment of such additional loans or ad-

vances as hereafter may be made to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust; and (4) the payment of all sums expended or advanced by Beneficiary under or pursuant to the terms hereof, together with interest thereon as herein provided.

To Protect The Security of This Deed of Trust, Trustor Agrees:

1. To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon; to comply with all laws, covenants and restrictions affecting said property; not to commit or permit waste thereof; not to commit, suffer or permit any act upon said property in violation of law; to do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general; and, if the loan secured hereby or any part thereof is being obtained for the purpose of financing construction of improvements on said property Trustor further agrees:

(a) To commence construction promptly and to pursue same with reasonable diligence to completion in accordance with plans and specifications satisfactory to Beneficiary, and

(b) To allow Beneficiary to inspect said property at all times during construction.

Trustee, upon presentation to it of an affidavit signed by Beneficiary, setting forth facts showing a default by Trustor under this numbered paragraph, is authorized to accept as true and conclusive all facts and statements therein, and to act thereon hereunder.

2. To provide and maintain insurance, of such type or types and amounts as Beneficiary may require, on the improvements now existing or hereafter erected or placed on said property. Such insurance shall be carried in companies approved by Beneficiary with loss payable clauses in favor of and in form acceptable to Beneficiary. In the event of loss, Trustor shall give immediate notice to Beneficiary, who may make proof of loss, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Beneficiary, instead of to Trustor and Beneficiary jointly, and the insurance proceeds, or any part thereof, may be applied by Beneficiary, at its option, to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event that the Trustor shall fail to provide satisfactory hazard insurance, the Beneficiary may procure, on the Trustor's behalf, insurance in favor of the Beneficiary alone. If insurance cannot be secured by the Trustor to provide the required coverage, this will constitute an act of default under the terms of this Deed of Trust.

3. To deliver to, pay for and maintain with Beneficiary until the indebtedness secured hereby is paid in full, such evidence of title as Beneficiary may require, including abstracts of title or pollides of title insurance and any extensions or renewals thereof or supplements thereto.

4. To appear in and defend any action or proceeding purporting to affect the security hereof, the title to said property, or the rights or powers of Beneficiary or Trustee; and should Beneficiary or Trustee elect to appear in or defend any such action or proceeding, to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum incurred by Beneficiary or Trustee.

5. To pay at least 10 days before delinquency all taxes and assessments affecting said property, including all assessments upon water company stock and all rents, assessments and charges for water, appurtenant to or used in connection with said property; to pay, when due, all encumbrances, charges, and liens with interest, on said property or any part thereof, which at any time appear to be prior or superior hereto; to pay all costs, fees, and expenses of this Trust.

6. To pay to Beneficiary monthly, in advance, an amount, as estimated by Beneficiary in its discretion, sufficient to pay all taxes and assessments affecting said property, and all premiums on insurance therefor, as and when the same shall become due.

7. Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may: Make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; commence, appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest, or compromise any encumbrance, charge or lien which in the judgment of either appears to be prior or superior hereto; and in exercising any such powers, incur any liability, expend whatever amounts in its absolute discretion it may deem necessary therefor, including cost of evidence of title, employ counsel, and pay his reasonable fees.

8. To pay immediately and without demand all sums expended hereunder by Beneficiary or Trustee, with interest from date of expenditure at the rate of $\frac{N}{A}$ per annum until paid, and the repayment thereof shall be secured hereby.

9. To pay to Beneficiary a "late charge" of not to exceed five cents (5¢) for each One Dollar (\$1.00) of each payment due hereunder or due pursuant to the aforesaid promissory note of even date hereof which is more than fifteen (15) days in arrears. This payment shall be made to cover the extra expense involved in handling delinquent payments.

IT IS MUTUALLY AGREED THAT:

10. Should said property or any part thereof be taken or damaged by reason of any public improvement or condemnation proceeding, or damaged by fire, or earthquake, or in any other manner, Beneficiary shall be entitled to all compensation, awards, and other payments or relief therefor, and shall be entitled at its option to commence, appear in and prosecute in its own name, any action or proceedings, or to make any compromise or settlement, in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds, including the proceeds of any policies of fire and other insurance affecting said property, are hereby assigned to Beneficiary, who may, after deducting therefrom all its expenses, including attorney's fees, apply the same on any indebtedness secured hereby. Trustor agrees to execute such further assignments of any compensation, award, damages, and rights of action and proceeds as Beneficiary or Trustee may require.

11. At any time and from time to time upon written request of Beneficiary, payment of its fees and presentation of this Deed of Trust and the note for endorsement (in case of full reconveyance, for cancellation and retention) without affecting the liability of any person for the payment of the indebtedness secured hereby, and without releasing the interest of any party joining in this Deed of Trust, Trustee may (a) consent to the making of any map or plot of said property; (b) join in granting any easement or creating any restriction thereon; (c) join in any subordination or other agreement affecting this Deed of Trust or the lien or charge thereof; (d) grant any extension or modification of the terms of this loan; (e) reconvey, without warranty, all or any part of said property. The grantee in any reconveyance may be described as "the person or persons entitled thereto", and the recitals therein of any matters or facts shall be conclusive proof of the truthfulness thereof. Trustor agrees to pay reasonable trustee's fees for any of the services mentioned in this paragraph.

12. As additional security, Trustor hereby assigns to Beneficiary, during the continuance of these trusts, all rents, issues, royalties, and profits of the property affected by this Deed of Trust and of any personal property located thereon. Until Trustor shall default in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, Trustor shall have the right to collect all such rents, issues, royalties, and profits earned prior to default as they become due and payable. If Trustor shall default as aforesaid, Trustor's right to collect any of such moneys shall cease and Beneficiary shall have the right, with or without taking possession of the property affected hereby, to collect all rents, royalties, issues, and profits. Failure or discontinuance of Beneficiary at any time or from time to time to collect any such moneys shall not in any manner affect the subsequent enforcement by Beneficiary of the right, power, and authority to collect the same. Nothing contained herein, nor the exercise of the right by Beneficiary to collect, shall be, or be construed to be, an affirmation by Beneficiary of any tenancy, lease or option, nor an assumption of liability under, nor a subordination of the lien or charge of this Deed of Trust to any such tenancy, lease or option.

13. Upon any default by Trustor hereunder, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court (Trustor hereby consenting to the appointment of Beneficiary as such receiver), and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in its own name sue for or otherwise collect said rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine.

14. The entering upon and taking possession of said property, the collection of such rents, issues, and profits, or the proceeds of fire and other insurance policies, or compensation or awards for any taking or damage of said property, and the application or release thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

15. The failure on the part of Beneficiary to promptly enforce any right hereunder shall not operate as a waiver of such right and the waiver by Beneficiary of any default shall not constitute a waiver of any other or subsequent default.

16. Time is of the essence hereof. Upon default by Trustor in the payment of any indebtedness secured hereby or in the performance of any agreement hereunder, all sums secured hereby shall immediately become due and payable at the option of Beneficiary. In the event of such default, Beneficiary may execute or cause Trustee to execute a written notice of default and of election to cause said property to be sold to satisfy the obligations hereof, and Trustee shall file such notice for record in each county wherein said property or some part or parcel thereof is situated. Beneficiary also shall deposit with Trustee, the note and all documents evidencing expenditures secured hereby.

17. After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of default and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property on the date and at the time and place designated in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine (but subject to any statutory right of Trustor to direct the order in which such property, if consisting of several known lots or parcels, shall be sold), at public auction to the highest bidder, the purchase price payable in lawful money of the United States at the time of sale. The person conducting the sale may, for any cause he deems expedient, postpone the sale from time to time until it shall be completed and, in every such case, notice of postponement shall be given by public declaration thereof by such person at the time and place last appointed for the sale; provided, if the sale is postponed for longer than one day beyond the day designated in the notice of sale, notice thereof shall be given in the same manner as the original notice of sale. Trustee shall execute and deliver to the purchaser its Deed conveying said property so sold, but without any covenant of warranty, express or implied. The recitals in the Deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Beneficiary, may bid at the sale. Trustee shall apply the proceeds of the sale to payment of (1) the costs and expenses of exercising the power of sale and of the sale, including the payment of the Trustee's and attorney's fees; (2) cost of any evidence of title procured in connection with such sale and revenue stamps on Trustee's Deed; (3) all sums expended under the terms hereof, not then repaid, with accrued interest at per annum from date of expenditure; (4) all other sums then secured hereby; and (5) the remainder, if any, to the person or persons legally entitled thereto, or the Trustee, in its discretion, may deposit the balance of such proceeds with the County Clerk of the county in which the sale took place.

18. Trustor agrees to surrender possession of the hereinabove described Trust property to the Purchaser at the aforesaid sale, immediately after such sale, in the event such possession has not previously been surrendered by Trustor.

19. Upon the occurrence of any default hereunder, Beneficiary shall have the option to declare all sums secured hereby immediately due and payable and foreclose this Deed of Trust in the manner provided by law for the foreclosure of mortgages on real property and Beneficiary shall be entitled to recover in such proceedings all costs and expenses incident thereto, including a reasonable attorney's fee in such amount as shall be fixed by the court.

20. Beneficiary may appoint a successor trustee at any time by filing for record in the office of the County Recorder of each county in which said property or some part thereof is situated, a substitution of trustee. From the time the substitution is filed for record, the new trustee shall succeed to all the powers, duties, authority and title of the trustee named herein or of any successor trustee. Each such substitution shall be executed and acknowledged, and notice thereof shall be given and proof thereof made, in the manner provided by law.

21. This Deed of Trust shall apply to, inure to the benefit of, and bind all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. All obligations of Trustor hereunder are joint and several. The term "Beneficiary" shall mean the owner and holder, including any pledgee, of the note secured hereby. In this Deed of Trust, whenever the context so requires, the masculine gender includes the feminine and/or neuter, and the singular number includes the plural.

22. Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee shall be a party, unless brought by Trustee.

23. This Deed of Trust shall be construed according to the laws of the State of Utah.

24. The undersigned Trustor requests that a copy of any notice of default and of any notice of sale hereunder be mailed to him at the address hereinbefore set forth.

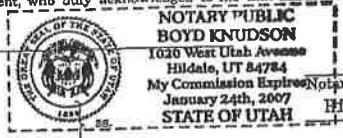
Signature of Trustor

ASPEN MANAGEMENT INVESTMENTS, LLC
By: William R. Jessop
William R. Jessop, Manager & Member

STATE OF UTAH
County of Washington ss.

On the 27th day of September, A.D. 2004 personally appeared before me William R. Jessop
Manager and Member of Aspen Management Investments, LLC
the signer of the within instrument, who duly acknowledged to me that he executed the same.

My Commission expires: 1/24/07



Boyd Knudson
Notary Public, Residing at
Hildale, Utah

STATE OF UTAH
County of _____

On the _____ day of _____, A.D. 10____ personally appeared before me _____
and _____, who being by me duly sworn did say, each for himself, that he, the said _____
is the _____ President, and he, the said _____, is the _____ Secretary
of _____ and that the within and foregoing instrument was signed in behalf of said corporation by
authority of a resolution of its Board of Directors, and said _____ and _____
each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

My Commission expires: _____

Notary Public, Residing at _____

00902784 1671 P 0205

Deed of Trust
WITH ASSIGNMENT OF RENTS

**FIRST AMERICAN
TITLE COMPANY OF UTAH**
as Trustee

P.O. BOX 180 • 81 SOUTH MAIN
HEBER CITY, UTAH 84032

REQUEST FOR FULL RECONVEYANCE

(To be used only when indebtedness secured hereby has been paid in full)

TO FIRST AMERICAN TITLE COMPANY OF UTAH, TRUSTEE:

The undersigned is the legal owner and holder of the note and all other indebtedness secured by the within Deed of Trust, said note, together with all other indebtedness secured by said Deed of Trust has been fully paid and satisfied and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note above mentioned, and all other evidences of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to re-convey, without warranty, to the parties designated by the terms of said Deed of Trust all the estate now held by you thereunder.

Mall reconveyance to _____
Dated _____, 19____

Do Not Record

Parcel 12-2: The Southeast Quarter of the Southwest Quarter (the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 12, Township 43 South, Range 11 West, Salt Lake Base and Meridian, containing 40 acres, more or less.

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Parcel 25-1: The Northeast Quarter of the Northeast Quarter (the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$) of Section 25, Township 43 South, Range 12 West, Salt Lake Base and Meridian, containing 40 acres, more or less.

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15

00942405 Ek 1739 Pg 0926
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2005 MAY 02 16:13 PM FEE \$63.00 BY RS
FOR: HUNSTMAN CLAYTON

IN THE FIFTH JUDICIAL DISTRICT COURT,
WASHINGTON COUNTY, STATE OF UTAH

RICHARD JESSOP REAM, THOMAS
SAMUEL STEED, DON RONALD
FISCHER, DEAN JOSEPH BARLOW,
WALTER SCOTT FISCHER, RICHARD
GILBERT and BRENT JEFFS,

Plaintiffs,

vs.

THE UNITED EFFORT PLAN TRUST,
WARREN JEFFS, WESTERN PRECISION,
INC., and ASPEN MANAGEMENT
INVESTMENTS, L.L.C.,

Defendants.

NOTICE OF INTEREST

Civil No. 050500723

Judge G. RAND BEACHAM

NOTICE IS HEREBY GIVEN:

That pursuant to the fraudulent conveyance action filed by Richard Jessop Ream, Thomas Samuel Steed, Don Ronald Fischer, Dean Joseph Barlow, Walter Scott Fischer, Richard Gilbert and Brent Jeffs ("Plaintiffs") against the United Effort Plan Trust, Warren Jeffs, Western Precision, Inc., and Aspen Management Investments, L.L.C. in the Fifth Judicial District Court, Washington Court, State of Utah, Case No. 050500723, the Plaintiffs have an interest, as set forth in the Complaint, in 1,311 acres located in Apple Valley near Hildale, Utah, which is further identified in the legal description set forth in the Warrantee Deed attached hereto as Schedule "A."

DATED this 28th day of April, 2005.

Schedule "A"

~~00902783 Bk 1674 Pg 0928~~

Parcel 12-2: The Southeast Quarter of the Southwest Quarter (the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$) of Section 12, Township 43 South, Range 11 West, Salt Lake Base and Meridian, containing 40 acres, more or less.

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00942405 Bk 1739 Pg 0929

Schedule "A"

~~00902783 Bk 1674 Pg 0499~~

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~~00942403 Bk 1739 Pg 0930~~

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Washington County Recorder



0 4250 8500 12750 ft.

Map center: 1163931, 9971297

This plat is furnished for information only. No liability is assumed by Assessor's or Recorder's Office as to correctness of such data.

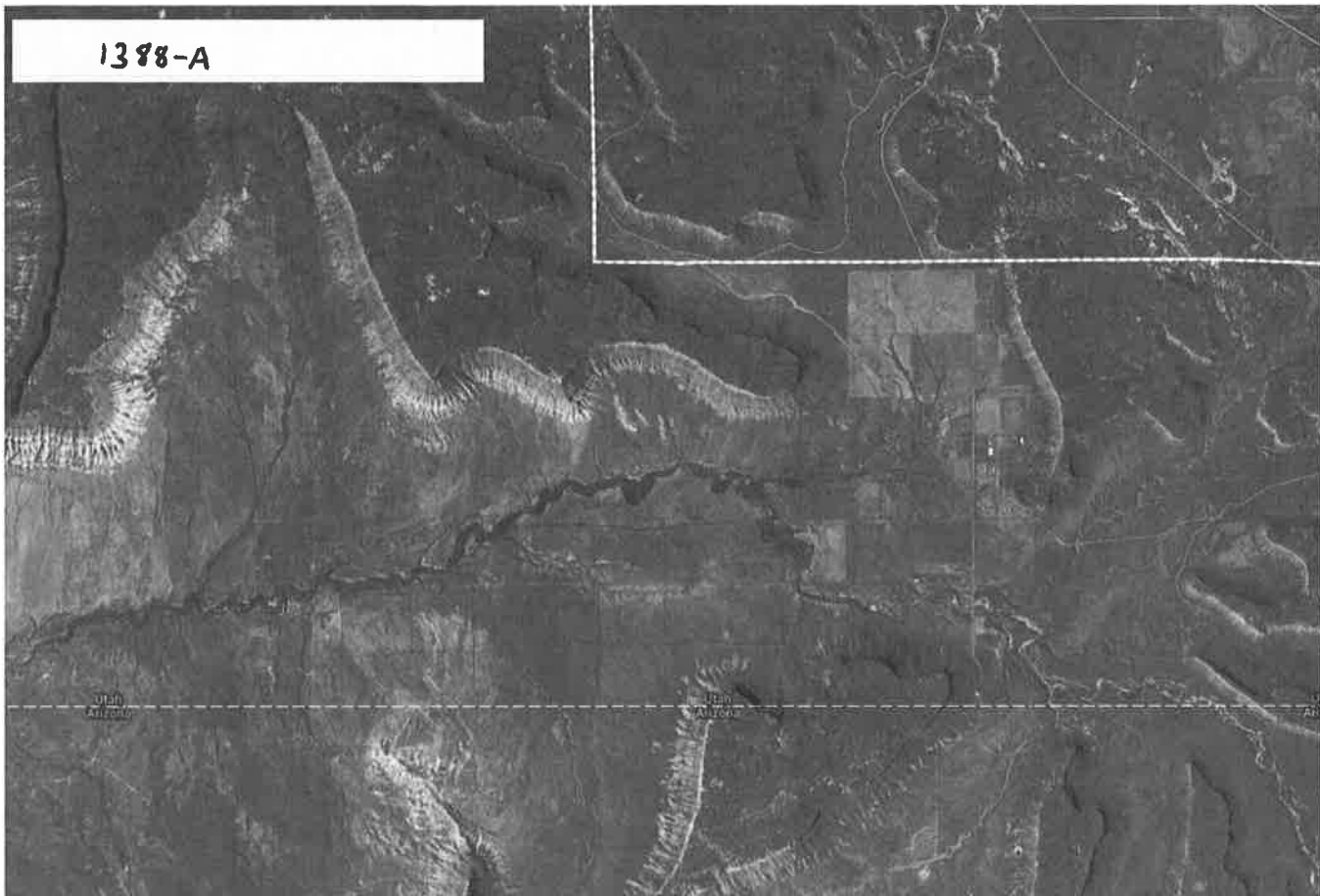
- Washington County Recorder

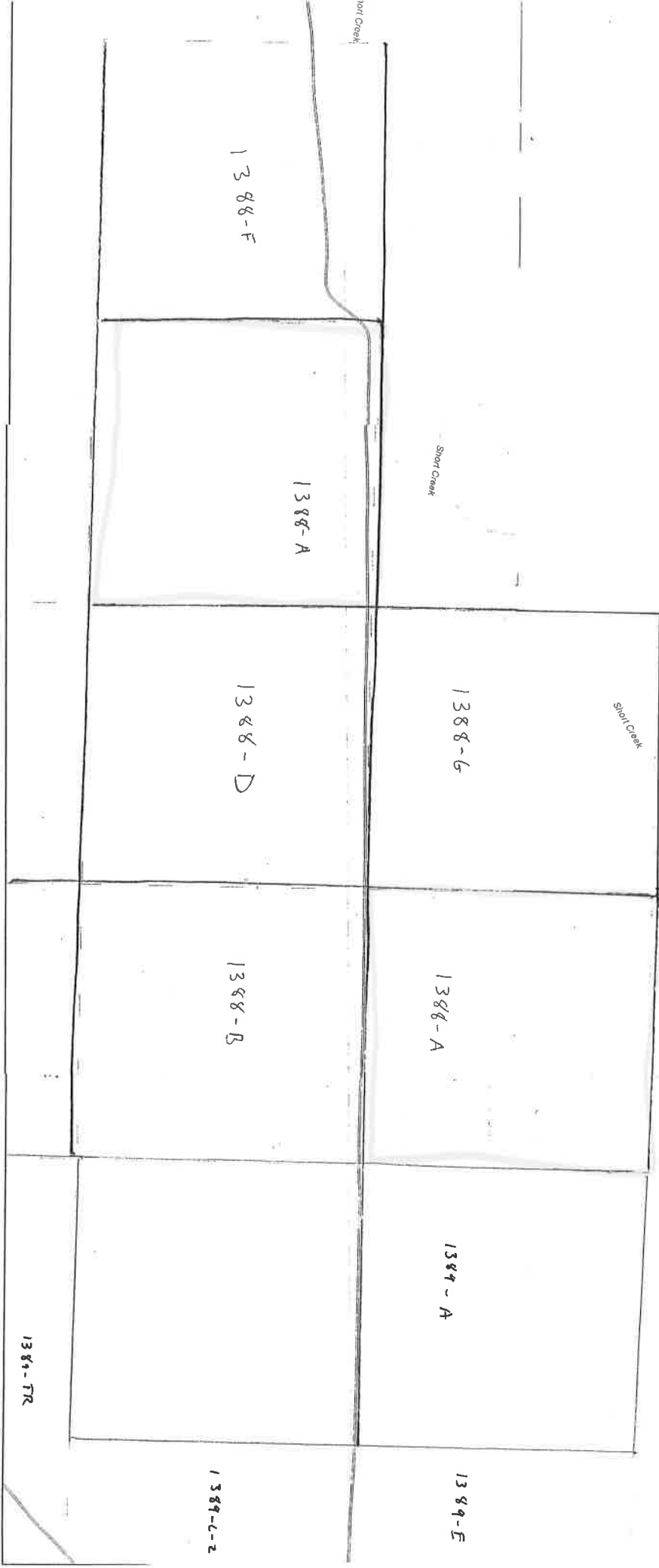
Legend

- Towns
- Municipalities
- Streets
 - Major
 - Minor
 - Primary Route
 - Secondary Route
 - Trail
 - Other Roads
- Waterbodies
- Water Courses
- MAJOR-PIPELINE; CANAL
- Other
- Parcel Ownership
 - U.S. Forest Service
 - Bureau of Land Management
 - State of Utah
 - Wilderness Area
 - Shilwits Reservation
 - National Park Service
 - State Park
 - Washington County
 - Utah Division of Transportation
 - Municipally Owned
 - Water Conservancy District
 - School District
 - Utah Division of Wildlife Resources



Scale: 1:44,380





1388-F

1388-A

1388-G

1388-D

1388-A

1388-B

1389-A

1389-TR

1389-E

1389-C-2

500 1000 1500 Ft.