



REAL ESTATE PURCHASE CONTRACT -- LAND

This is a legally binding contract. If you desire legal or tax advice, consult your attorney or tax advisor.



EARNEST MONEY RECEIPT

Buyer Doug Child or Assigns offers to purchase the Property described below and hereby delivers to the Brokerage, as Earnest Money, the amount of \$25,000.00 in the form of wire transfer which, upon Acceptance of this offer by all parties (as defined in Section 23), shall be deposited in accordance with state law.

Received by: _____ on _____ (Date)
(Signature of agent/broker acknowledges receipt of Earnest Money)

Brokerage: Allpro Realty Group, Inc./Brickyard Phone Number: 801-466-0678

OFFER TO PURCHASE

1. **PROPERTY:** Parcel # 03-014-0-0005 also described as: E 1/2 of SE 1/4 Ex 3.75 Ac Road, Sec 10, T3S, R4W, Cont 76.264 Acres City of Tooele County of Tooele State of Utah, ZIP 84074 (the "Property").

1.1 **Included Items.** (specify) All Oil /Gas and Mineral Rights entitled to Sellers Trust or Trustees

1.2 **Water Rights/Water Shares.** The following water rights and/or water shares are included in the Purchase Price.

_____ Shares of Stock in the _____ (Name of Water Company)

Other (specify) All well and water shares/rights associated with the Property

2. **PURCHASE PRICE** The purchase price for the Property is \$1,334,620.00 (\$17,500.00 per acre)

The purchase price will be paid as follows:

\$25,000.00 (a) **Earnest Money Deposit.** Under certain conditions described in this Contract **THIS DEPOSIT MAY BECOME TOTALLY NON-REFUNDABLE.**

\$ _____ (b) **New Loan.** Buyer agrees to apply for one or more of the following loans:

CONVENTIONAL **OTHER** (specify) _____

If the loan is to include any particular terms, then check below and give details:

SPECIFIC LOAN TERMS _____

\$ _____ (c) **Seller Financing.** (see attached Seller Financing Addendum, if applicable)

\$ _____ (d) **Other** (specify) _____

\$1,309,620.00 (e) **Balance of Purchase Price in Cash at Settlement.**

\$1,334,620.00 **PURCHASE PRICE, Total of lines (a) through (e)**

3. **SETTLEMENT AND CLOSING.** Settlement shall take place on the Settlement Deadline referenced in Section 24(c), or on a date upon which Buyer and Seller agree in writing. "Settlement" shall occur only when all of the following have been completed: (a) Buyer and Seller have signed and delivered to each other or to the escrow/closing office all documents required by this Contract, by the Lender, by written escrow instructions or by applicable law; (b) any monies required to be paid by Buyer under these documents (except for the proceeds of any new loan) have been delivered by Buyer to Seller or to the escrow/closing office in the form of collected or cleared funds; and (c) any monies required to be paid by Seller under these documents have been delivered by Seller to Buyer or to the escrow/closing office in the form of collected or cleared funds. Seller and Buyer shall each pay one-half (1/2) of the fee charged by the escrow/closing office for its services in the settlement/closing process. Taxes and assessments for the current year, rents, and interest on assumed obligations shall be prorated at Settlement as set forth in this Section. Prorations set forth in this Section shall be made as of the Settlement Deadline date referenced in Section 24(c), unless otherwise agreed to in writing by the parties. Such writing could include the settlement statement. The transaction will be considered closed when Settlement has been completed, and when all of the following have been completed: (i) the proceeds of any new loan have been delivered by the Lender to Seller or to the escrow/closing office; and (ii) the applicable Closing documents have been recorded in the office of the county recorder. The actions described in parts (i) and (ii) of the preceding sentence shall be completed within four calendar days of Settlement.

4. **POSSESSION.** Seller shall deliver physical possession to Buyer within: **Upon Closing** **Other** (specify) _____

5. **CONFIRMATION OF AGENCY DISCLOSURE.** At the signing of this contract:

Seller's Initials **Buyer's Initials**

Listing Agent Lynette & William R Mueller, Trustees, self-representing,

Page 1 of 5 pages Seller's Initials JRM LM Date 1-20-2006 Buyer's Initials DC Date 12-19-05

Listing Broker for Lynette & William R Mueller, Trustees, self-representing, represents Seller Buyer
 (Company Name) both Buyer and Seller
 as a Limited Agent;

Buyer's Agent Nathan M Cochran, represents Seller Buyer both Buyer and Seller
 as a Limited Agent;

Buyer's Broker for Alloro Realty Group, Inc./Brickyard, represents Seller Buyer both Buyer and
 (Company Name) Seller
 as a Limited Agent;

6. TITLE INSURANCE. At Settlement, Seller agrees to pay for a standard-coverage owner's policy of title insurance insuring Buyer in the amount of the Purchase Price. Any additional title insurance coverage shall be at Buyer's expense.

7. SELLER DISCLOSURES. No later than the Seller Disclosure Deadline referenced in Section 24(a), Seller shall provide to Buyer the following documents which are collectively referred to as the "Seller Disclosures":

- (a) a Seller property condition disclosure for the Property, signed and dated by Seller;
- (b) a commitment for the policy of title insurance;
- (c) a copy of any leases affecting the Property not expiring prior to Closing;
- (d) written notice of any claims and/or conditions known to Seller relating to environmental problems;
- (e) evidence of any water rights and/or water shares referenced in Section 1.2 above; and
- (f) Other (specify) Survey of the Property by a licensed surveyor, paid by Seller

8. BUYER'S RIGHT TO CANCEL BASED ON BUYER'S DUE DILIGENCE. Buyer's obligation to purchase under this Contract (check applicable boxes):

- (a) IS IS NOT conditioned upon Buyer's approval of the content of all the Seller Disclosures referenced in Section 7;
- (b) IS IS NOT conditioned upon Buyer's approval of a physical condition inspection of the Property;
- (c) IS IS NOT conditioned upon Buyer's approval of a survey of the Property by a licensed surveyor;
- (d) IS IS NOT conditioned upon Buyer's approval of applicable federal, state and local governmental laws, ordinances and regulations affecting the Property; and any applicable deed restrictions and/or CC&R's (covenants, conditions and restrictions) affecting the Property;
- (e) IS IS NOT conditioned upon the Property appraising for not less than the Purchase Price;
- (f) IS IS NOT conditioned upon Buyer's approval of the terms and conditions of any mortgage financing referenced in Section 2 above;
- (g) IS IS NOT conditioned upon Buyer's approval of the following tests and evaluations of the Property: (specify)

Feasability Analysis: to include Engineering, Architecture, Soil, Environment, Water, Geological and Otherwise

If any of items 8(a) through 8(g) are checked in the affirmative, then Sections 8.1, 8.2, 8.3 and 8.4 apply; otherwise, they do not apply. The items checked in the affirmative above are collectively referred to as Buyer's "Due Diligence." Unless otherwise provided in this Contract, Buyer's Due Diligence shall be paid for by Buyer and shall be conducted by individuals or entities of Buyer's choice. Seller agrees to cooperate with Buyer's Due Diligence and with a final pre-closing inspection under Section 11.

8.1 Due Diligence Deadline. No later than the Due Diligence Deadline referenced in Section 24(b) Buyer shall: (a) complete all of Buyer's Due Diligence; and (b) determine if the results of Buyer's Due Diligence are acceptable to Buyer.

8.2 Right to Cancel or Object. If Buyer determines that the results of Buyer's Due Diligence are unacceptable, Buyer may, no later than the Due Diligence Deadline, either: (a) cancel this Contract by providing written notice to Seller, whereupon the Earnest Money Deposit shall be released to Buyer; or (b) provide Seller with written notice of objections.

8.3 Failure to Respond. If by the expiration of the Due Diligence Deadline, Buyer does not: (a) cancel this Contract as provided in Section 8.2; or (b) deliver a written objection to Seller regarding the Buyer's Due Diligence, The Buyer's Due Diligence shall be deemed approved by Buyer; and the contingencies referenced in Sections 8(a) through 8(g), including but not limited to, any financing contingency, shall be deemed waived by Buyer.

8.4 Response by Seller. If Buyer provides written objections to Seller, Buyer and Seller shall have seven calendar days after Seller's receipt of Buyer's objections (the "Response Period") in which to agree in writing upon the manner of resolving Buyer's objections. Except as provided in Section 10.2, Seller may, but shall not be required to, resolve Buyer's objections. If Buyer and Seller have not agreed in writing upon the manner of resolving Buyer's objections, Buyer may cancel this Contract by providing written notice to Seller no later than three calendar days after expiration of the Response Period; whereupon the Earnest Money Deposit shall be released to Buyer. If this Contract is not canceled by Buyer under this Section 8.4, Buyer's objections shall be deemed waived by Buyer. This waiver shall not affect those items warranted in Section 10.

9. ADDITIONAL TERMS. There ARE ARE NOT addenda to this Contract containing additional terms. If there are, the terms of the following addenda are incorporated into this Contract by this reference: Addenda No.'s _____ Seller Financing Addendum Other (specify) _____

10. SELLER WARRANTIES AND REPRESENTATIONS.

10.1 Condition of Title. Seller represents that Seller has fee title to the Property and will convey good and marketable title to Buyer at Closing by general warranty deed. Buyer agrees, however, to accept title to the Property subject to the following matters of record: easements, deed restrictions, CC&R's (meaning covenants, conditions and restrictions), and rights-of-way; and subject to the contents of the Commitment for Title Insurance as agreed to by Buyer under Section 8. Buyer also agrees to take the Property subject to existing leases affecting the Property and not expiring prior to Closing. Buyer agrees to be responsible for taxes, assessments, homeowners association dues, utilities, and other services provided to the Property after Closing. Seller will cause to be paid off by Closing all mortgages, trust deeds, judgments, mechanic's liens, tax liens and warrants. Seller will cause to be paid current by Closing all assessments and homeowners association dues.

IF ANY PORTION OF THE PROPERTY IS PRESENTLY ASSESSED AS "GREENBELT" (CHECK APPLICABLE BOX):

SELLER BUYER SHALL BE RESPONSIBLE FOR PAYMENT OF ANY ROLL-BACK TAXES ASSESSED AGAINST THE PROPERTY.

10.2 Condition of Property. Seller warrants that the Property will be in the following condition **ON THE DATE SELLER DELIVERS PHYSICAL POSSESSION TO BUYER:**

- (a) the Property shall be free of debris and personal property;
- (b) the Property will be in the same general condition as it was on the date of Acceptance.

11. FINAL PRE-CLOSING INSPECTION. Before Settlement, Buyer may, upon reasonable notice and at a reasonable time, conduct a final pre-closing inspection of the Property to determine only that the Property is "as represented," meaning that the Property has been repaired/corrected as agreed to in Section 8.4, and is in the condition warranted in Section 10.2. If the Property is not as represented, Seller will, prior to Settlement, repair/correct the Property, and place the Property in the warranted condition or with the consent of Buyer (and Lender if applicable), escrow an amount at Settlement sufficient to provide for the same. The failure to conduct a final pre-closing inspection or to claim that the Property is not as represented, shall not constitute a waiver by Buyer of the right to receive, on the date of possession, the Property as represented.

12. CHANGES DURING TRANSACTION. Seller agrees that from the date of Acceptance until the date of Closing, none of the following shall occur without the prior written consent of Buyer: (a) no changes in any existing leases shall be made; (b) no new leases shall be entered into; (c) no substantial alterations or improvements to the Property shall be made or undertaken; and (d) no further financial encumbrances affecting the Property shall be made.

13. AUTHORITY OF SIGNERS. If Buyer or Seller is a corporation, partnership, trust, estate, limited liability company or other entity, the person executing this Contract on its behalf warrants his or her authority to do so and to bind Buyer and Seller.

14. COMPLETE CONTRACT. This Contract together with its addenda, any attached exhibits, and Seller Disclosures, constitutes the entire Contract between the parties and supersedes and replaces any and all prior negotiations, representations, warranties, understandings or contracts between the parties. This Contract cannot be changed except by written agreement of the parties.

15. DISPUTE RESOLUTION. The parties agree that any dispute, arising prior to or after Closing, related to this Contract (check applicable box)

SHALL

MAY AT THE OPTION OF THE PARTIES

first be submitted to mediation. If the parties agree to mediation, the dispute shall be submitted to mediation through a

mediation provider mutually agreed upon by the parties. Each party agrees to bear its own costs of mediation. If mediation fails, the other procedures and remedies available under this Contract shall apply. Nothing in this Section 15 shall prohibit any party from seeking emergency equitable relief pending mediation.

16. DEFAULT. If Buyer defaults, Seller may elect either to retain the Earnest Money Deposit as liquidated damages, or to return it and sue Buyer to specifically enforce this Contract or pursue other remedies available at law. If Seller defaults, in addition to return of the Earnest Money Deposit, Buyer may elect either to accept from Seller a sum equal to the Earnest Money Deposit as liquidated damages, or may sue Seller to specifically enforce this Contract or pursue other remedies available at law. If Buyer elects to accept liquidated damages, Seller agrees to pay the liquidated damages to Buyer upon demand.

17. ATTORNEY FEES AND COSTS. In the event of litigation or binding arbitration to enforce this Contract, the prevailing party shall be entitled to costs and reasonable attorney fees. However, attorney fees shall not be awarded for participation in mediation under Section 15.

18. NOTICES. Except as provided in Section 23, all notices required under this Contract must be: (a) in writing; (b) signed by the party giving notice; and (c) received by the other party or the other party's agent no later than the applicable date referenced in this Contract.

19. ABROGATION. Except for the provisions of Sections 10.1, 10.2, 15 and 17 and express warranties made in this Contract, the provisions of this Contract shall not apply after Closing.

20. RISK OF LOSS. All risk of loss to the Property, including physical damage or destruction to the Property or its improvements due to any cause except ordinary wear and tear and loss caused by a taking in eminent domain, shall be borne by Seller until the transaction is closed.

21. TIME IS OF THE ESSENCE. Time is of the essence regarding the dates set forth in this Contract. Extensions must be agreed to in writing by all parties. Unless otherwise explicitly stated in this Contract: (a) performance under each Section of this Contract which references a date shall absolutely be required by 5:00 PM Mountain Time on the stated date; and (b) the term "days" shall mean calendar days and shall be counted beginning on the day following the event which triggers the timing requirement (i.e., Acceptance, etc.). Performance dates and times referenced herein shall not be binding upon title companies, lenders, appraisers and others not parties to this Contract, except as otherwise agreed to in writing by such non-party.

22. FAX TRANSMISSION AND COUNTERPARTS. Facsimile (fax) transmission of a signed copy of this Contract, any addenda and counteroffers, and the retransmission of any signed fax shall be the same as delivery of an original. This Contract and any addenda and counteroffers may be executed in counterparts.

23. ACCEPTANCE. "Acceptance" occurs when Seller or Buyer, responding to an offer or counteroffer of the other: (a) signs the offer or counteroffer where noted to indicate acceptance; and (b) communicates to the other party or to the other party's agent that the offer or counteroffer has been signed as required.

24. CONTRACT DEADLINES. Buyer and Seller agree that the following deadlines shall apply to this Contract:

(a) Seller Disclosure Deadline January 20, 2006 (Date)

(b) Due Diligence Deadline March 23, 2006 (Date)

(c) Settlement Deadline June 21, 2006 (Date)

25. OFFER AND TIME FOR ACCEPTANCE. Buyer offers to purchase the Property on the above terms and conditions. If Seller does not accept this offer by: 5:00 [] AM [X] PM Mountain Time on December 23, 2005 (Date), this offer shall lapse; and the Brokerage shall return the Earnest Money Deposit to Buyer.

Douglas W Child 12-19-05
(Buyer's Signature) (Offer Date) (Buyer's Signature) (Offer Date)

The later of the above Offer Dates shall be referred to as the "Offer Reference Date"

Doug Child or Assigns 1284 W. Flint Meadow, Suite D. (801)
(Buyers' Names) (PLEASE PRINT) Kaysville, UT 84037 927-1337
(Notice Address) (Zip Code) (Phone)

DM

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

ACCEPTANCE OF OFFER TO PURCHASE: Seller Accepts the foregoing offer on the terms and conditions specified above.

COUNTEROFFER: Seller presents for Buyer's Acceptance the terms of Buyer's offer subject to the exceptions or modifications as specified in the attached ADDENDUM NO. 1

Lynette Mueller 1-20-06 1:00 PM Lynette Mueller 1-20-06 1:00 pm
(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)

Lynette and William R Mueller

Trustees

(Sellers' Names) (PLEASE PRINT)

2392 Country Oaks Dr. Layton, UT

(Notice Address)

84040

(Zip Code)

(801)

546-0489

(Phone)

REJECTION: Seller rejects the foregoing offer.

(Seller's Signature) (Date) (Time) (Seller's Signature) (Date) (Time)
Lynette Mueller, Trustee William R Mueller, Trustee

LRM
LM

DE

12-19-05



ADDENDUM NO. 1 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN ADDENDUM COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of December 19, 2005 including all prior addenda and counteroffers, between Doug Child or Assigns as Buyer, and William R & Lynette Mueller, Trustees as Seller, regarding the Property located at E 1/2 of SE 1/4 Ex 3.75 Ac Road, Sec 10, T3S, R4W, SLM, Tooele County, Utah. The following terms are hereby incorporated as part of the REPC:

Buyer's Earnest Money to be Fifty Thousand Dollars (\$50,000): deposited with Angie Wheeler of First American Title, Boutinful, Utah (801) 298-2400.

Purchase Price to be Twenty-Eight Thousand Dollars per Acre (\$28,000 per acre) for 76.26 Acres: Two Million One Hundred Thirty-Five Thousand Two Hundred and Eighty Dollars (\$2,135,280).

Purchase Price excludes any and all well rights, water rights and/or water shares.

Buyer to pay Buyer's Agent's Commission.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): REMAIN UNCHANGED ARE CHANGED AS FOLLOWS: Seller Disclosure Deadline: February 24th, 2006; Due Diligence Deadline: April 25th, 2006; Settlement Deadline: June 21th, 2006

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. Seller Buyer shall have until 5:00 AM PM Mountain Time on January 25, 2006 (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

<u>William R. Mueller</u>	<u>1-24-06</u>	<u>1:00</u>	<u>Lynette Mueller</u>	<u>1-20-06</u>	<u>1:00</u>
<input type="checkbox"/> Buyer	<input checked="" type="checkbox"/> Seller Signature	(Date) (Time)	<input checked="" type="checkbox"/> Buyer	Seller Signature	(Date) (Time)

ACCEPTANCE/COUNTEROFFER/REJECTION

Douglas W. Child
1/23/06 11:00 AM

CHECK ONE:
 ACCEPTANCE: Seller Buyer hereby accepts the terms of this ADDENDUM.
 COUNTEROFFER: Seller Buyer presents as a counteroffer the terms of attached ADDENDUM NO. _____

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
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REJECTION: Seller Buyer rejects the foregoing ADDENDUM.

(Signature)	(Date)	(Time)	(Signature)	(Date)	(Time)
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THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.



ADDENDUM NO. 2 TO REAL ESTATE PURCHASE CONTRACT



THIS IS AN [X] ADDENDUM [] COUNTEROFFER to that REAL ESTATE PURCHASE CONTRACT (the "REPC") with an Offer Reference Date of December 19, 2005 including all prior addenda and counteroffers, between Doug Child or Assigns as Buyer, and William R & Lynette Mueller, Trustees as Seller, regarding the Property located at E 1/2 of SE 1/4 Ex 3.75 Ac Road, Sec 10, T3S, R4W, SLM, Tooele County, Utah. The following terms are hereby incorporated as part of the REPC:

1. 1031 EXCHANGE (check applicable box)

[X] Seller - 1031 Exchange. Seller desires to enter into this transaction and to sell the Property as a "Relinquished Property" under Section 1031 of the Internal Revenue Code. Accordingly Buyer agrees to fully cooperate with the Seller in completing the 1031 Exchange, at no expense or liability to Buyer, or

[] Buyer - 1031 Exchange. Buyer desires to enter into this transaction and to acquire the Property as a suitable "like-kind" exchange property under Section 1031 of the Internal Revenue Code. Accordingly Seller agrees to fully cooperate with the Buyer in completing the 1031 Exchange, at no expense or liability to Seller.

BUYER AND SELLER AGREE THAT THE CONTRACT DEADLINES REFERENCED IN SECTION 24 OF THE REPC (CHECK APPLICABLE BOX): [X] REMAIN UNCHANGED [] ARE CHANGED AS FOLLOWS:

To the extent the terms of this ADDENDUM modify or conflict with any provisions of the REPC, including all prior addenda and counteroffers, these terms shall control. All other terms of the REPC, including all prior addenda and counteroffers, not modified by this ADDENDUM shall remain the same. [] Seller [X] Buyer shall have until [] AM [X] PM Mountain Time on (Date), to accept the terms of this ADDENDUM in accordance with the provisions of Section 23 of the REPC. Unless so accepted, the offer as set forth in this ADDENDUM shall lapse.

Handwritten signatures and dates: Lynette Mueller, 18 Feb 2006 10:00 AM, Doug Child, 3-3-06

ACCEPTANCE/COUNTEROFFER/REJECTION

CHECK ONE:

[X] ACCEPTANCE: [X] Seller [] Buyer hereby accepts the terms of this ADDENDUM.

[] COUNTEROFFER: [] Seller [] Buyer presents as a counteroffer the terms of attached ADDENDUM NO. 2

(Signature) (Date) (Time) (Signature) (Date) (Time)

[] REJECTION: [] Seller [] Buyer rejects the foregoing ADDENDUM.

(Signature) (Date) (Time) (Signature) (Date) (Time)

THIS FORM APPROVED BY THE UTAH REAL ESTATE COMMISSION AND THE OFFICE OF THE UTAH ATTORNEY GENERAL, EFFECTIVE AUGUST 5, 2003. IT REPLACES AND SUPERSEDES ALL PREVIOUSLY APPROVED VERSIONS OF THIS FORM.

Handwritten initials: XRM

Handwritten initials: DC



NON-EXCLUSIVE BUYER-BROKER AGREEMENT & AGENCY DISCLOSURE
THIS IS A LEGALLY BINDING CONTRACT. - READ CAREFULLY BEFORE SIGNING.
DESIGNATED AGENCY BROKERAGE



THIS BUYER-BROKER AGREEMENT is entered into on this 19th day of December, 2005, by and between Allpro Realty Group, Inc./Brickyard (the "Company") and Doug Child ("Buyer")

1. TERM OF AGREEMENT. The Buyer hereby retains the Company, including Nathan M. Cochran (the "Buyer's Agent") as the authorized agent for the Company, starting on the date listed above, and ending at 5:00 P.M. (MST) on the 15th day of September, 2006, or the closing of the acquisition of a property, which ever occurs first (the "Initial Term"), to act as the non-exclusive Buyer's Agent in locating and/or negotiating for the acquisition of a property.

2. BROKERAGE FEE. If the property acquired by the Buyer is listed with a brokerage, the selling commission paid to the Company by the listing brokerage shall satisfy the Buyer's obligation for the brokerage fee shown below. If, during the Initial Term, or any extension of the Initial Term, the Buyer, or any other person acting in the Buyer's behalf, acquires an interest in any real property on which: (a) the Buyer's Agent; (b) the Principal/Branch Broker for the Company (the "Broker"); or (c) another real estate agent affiliated with the Company (appointed to temporarily represent the Buyer as provided in Section 5, and referred to below as an "Affiliate") negotiates a transaction on the Buyer's behalf, the Buyer agrees to pay to the Company a brokerage fee in the amount of \$02 or 3% of the acquisition price of the property. If the property is not listed with a brokerage, in the absence of a commission agreement with the owner of the selected property, the brokerage fee shown above shall be paid by the Buyer. Unless otherwise agreed to in writing by the Buyer and the Company, the brokerage fee shown above shall be due and payable on: (i) if a purchase, the date of recording of the closing documents; (ii) if a lease, the effective date of the lease, or (iii) if an option, the date the option agreement is signed. If the transaction is prevented by default of Buyer, the compensation shall be immediately payable to the Company.

3. PROTECTION PERIOD. If within 3 months after the termination or expiration of this Non-Exclusive Buyer-Broker Agreement, the Buyer or any person acting on the Buyer's behalf, enters into an agreement to purchase, exchange for, obtain an option on, or lease any property on which, during the Initial Term: (a) the Buyer's Agent; (b) the Broker; or (c) an Affiliate, was negotiating a transaction on the Buyer's behalf, the Buyer agrees to pay to the Company the brokerage fee referenced in Section 2.

4. BUYER REPRESENTATIONS/DISCLOSURES. The Buyer will: (a) furnish the Buyer's Agent with relevant personal and financial information to facilitate the Buyer's ability to acquire a property; (b) exercise care and diligence in evaluating the physical and legal condition of the property selected by the Buyer; (c) upon signing of this Non-Exclusive Buyer-Broker Agreement, personally review and sign the Property Checklist form; and (d) disclose to the Buyer's Agent all properties in which the Buyer, as of the date of this Non-Exclusive Buyer-Broker Agreement, is either negotiating to acquire or has a present interest in acquiring.

5. AGENCY RELATIONSHIPS. By signing this Non-Exclusive Buyer-Broker Agreement, the Buyer designates the Buyer's Agent and the Principal/Branch Broker for the Company (the "Broker"), as non-exclusive agents for the Buyer to locate properties for the Buyer's consideration and review. The Buyer also authorizes the Buyer's Agent or the Broker to appoint another agent in the Company to represent the Buyer in the event the Buyer's Agent or the Broker will be temporarily unavailable to service the Buyer. As agents for the Buyer, the Buyer's Agent and the Broker have fiduciary duties to the Buyer that include loyalty, full disclosure, confidentiality, and reasonable care. The Buyer understands, however, that the Buyer's Agent and the Broker may now, or in the future, be agents for a Seller who may have a property that the Buyer may wish to acquire. Then the Buyer's Agent and the Broker would be acting as Limited Agents - representing both the Buyer and seller at the same time. A Limited Agent has fiduciary duties to both the Buyer and the seller. However, those duties are "limited" because the agent cannot provide to both parties undivided loyalty, full confidentiality and full disclosure of all information known to the agent. For this reason, the Limited Agent is bound by a further duty of neutrality. Being neutral, the Limited Agent may not disclose to either party information likely to weaken the bargaining position of the other - for example, the highest price the Buyer will offer, or the lowest price the seller will accept. **THE BUYER IS ADVISED THAT NEITHER THE BUYER NOR THE SELLER IS REQUIRED TO ACCEPT A LIMITED AGENCY SITUATION IN THE COMPANY, AND EACH PARTY IS ENTITLED TO BE REPRESENTED BY ITS OWN AGENT.** By initialing here [DC] [DC] the Buyer authorizes the Buyer's Agent and the Broker to represent both the Buyer and the seller as Limited Agents when the Buyer's Agent and the Broker also represent the Seller of the Property the Buyer desires to acquire. If initialed above, the Buyer further agrees that when another agent in the Company represents the Seller, that agent will exclusively represent the Seller, the Buyer's Agent will exclusively represent the Buyer, and the Broker will act as Limited Agent. In either event, if initialed above, the Buyer and the seller will be asked to sign a separate Limited Agency Consent Agreement at the time the limited agency situation arises.

6. PROFESSIONAL ADVICE. The Company and the Buyer's Agent are trained in the marketing of real estate. Neither the Company, nor the Buyer's Agent are trained to provide the Buyer with legal or tax advice, or with technical advice regarding the physical condition of any property. Accordingly, neither the Company nor the Buyer's Agent will make any

representations or warranties regarding the physical or legal condition of any property selected by the Buyer, including, but not limited to: past or present compliance with zoning and building code requirements; the condition of any appliances; the condition of heating/cooling, plumbing, and electrical fixtures and equipment; sewer problems; moisture or other problems in the roof or foundation; the availability and location of utilities; the location of property lines; and the exact square footage or acreage of the property. AS PART OF ANY WRITTEN OFFER TO PURCHASE A PROPERTY, THE COMPANY STRONGLY RECOMMENDS THAT THE BUYER ENGAGE THE SERVICES OF APPROPRIATE PROFESSIONALS TO CONDUCT INSPECTIONS, INVESTIGATIONS, TESTS, SURVEYS, AND OTHER EVALUATIONS OF THE PROPERTY AT THE BUYER'S EXPENSE. IF THE BUYER FAILS TO DO SO, THE BUYER IS ACTING CONTRARY TO THE ADVICE OF THE COMPANY.

7. DISPUTE RESOLUTION. The parties agree that any dispute related to this Non-Exclusive Buyer-Broker Agreement, arising prior to or after the acquisition of a property, shall first be submitted to mediation through a mediation provider mutually agreed upon by the Buyer and the Company. If the parties cannot agree upon a mediation provider, the dispute shall be submitted to the American Arbitration Association. Each party agrees to bear its own costs of mediation. If mediation fails, the other remedies available under this Buyer-Broker Agreement shall apply.

8. ATTORNEY FEES. Except as provided in Section 7, in case of the employment of an attorney in any matter arising out of this Buyer-Broker Agreement, the prevailing party shall be entitled to receive from the other party all costs and attorney fees, whether the matter is resolved through court action or otherwise. If, through no fault of the Company, any litigation arises out of the Buyer's employment of the Company under this Non-Exclusive Buyer-Broker Agreement (whether before or after the acquisition of a property), the Buyer agrees to indemnify the Company and the Buyer's Agent from all costs and attorney fees incurred by the Company and/or the Buyer's Agent in pursuing and/or defending such action.

9. BUYER AUTHORIZATIONS. The Buyer authorizes the Company to disclose after closing to any MLS in which the Company participates, the final terms and sales price of the property acquired by the Buyer. In any transaction for the acquisition of the Property, the Buyer agrees that the Earnest Money Deposit may be placed in an interest-bearing trust account with interest paid to the Utah Association of Realtors Housing Opportunity Fund (UARHOF) to assist in creating affordable housing throughout the state.

10. ATTACHMENT. There ARE ARE NOT additional terms contained in an Addendum attached to this Non-Exclusive Buyer-Broker Agreement. If an Addendum is attached, the terms of that Addendum are incorporated into this Non-Exclusive Buyer-Broker Agreement by this reference.

11. EQUAL HOUSING OPPORTUNITY. The Buyer and the Company will comply with Federal, State, and local fair housing laws.

12. FAXES. Facsimile (fax) transmission of a signed copy of this Non-Exclusive Buyer-Broker Agreement, and retransmission of a signed fax, shall be the same as delivery of an original. If this transaction involves multiple Buyers, this Non-Exclusive Buyer-Broker Agreement may be executed in counterparts.

13. ENTIRE AGREEMENT. This Non-Exclusive Buyer-Broker Agreement, including the Property Checklist form, contains the entire agreement between the parties relating to the subject matter of this Non-Exclusive Buyer-Broker Agreement. This Non-Exclusive Buyer-Broker Agreement shall not be modified or amended except in writing signed by the parties hereto.

THE UNDERSIGNED Buyer does hereby accept the terms of this Non-Exclusive Buyer-Broker Agreement.

Douglas Child _____ 12-19-05
(Buyer's Signature) (Address/Phone) (Date)
Doug Child 1284 W. Flint Meadow, Suite D (801) 927-1337

(Buyer's Signature) (Address/Phone) (Date)

The Company

By: *Nathan M Cochran* 12/19/05 By: _____
(Buyer's Agent) (Date) (Principal/Branch Broker) (Date)
Nathan M Cochran Douglas Bates

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TRANSACTION DOCUMENTS RECEIPT



PLEASE COMPLETE THIS FORM EACH TIME YOU DELIVER DOCUMENTS!

This TRANSACTION DOCUMENTS RECEIPT applies to the Real Estate Purchase Contract with an Offer Reference Date of December 19, 2005 entered into by and between William R & Lynette Mueller, Trustees as Seller and Doug Child or Assigns as Buyer regarding Property located at E 1/2 of SE 1/4 Ex 3.75 Ac Road, Sec 10, T3S, R4W, SLM, Tooele County, Utah (the "Property")

THE FOLLOWING DOCUMENTS HAVE BEEN RECEIVED OR DELIVERED AS SHOWN BELOW

Initials of person receiving documents

- [] Copy of the Real Estate Purchase Contract (including addenda) signed by the Buyer and the Seller
- [] Agency Disclosures Buyer Representation Agreement [] Listing Agreement [] Limited Agency Consent
- [] Seller's Property Condition Disclosure Form [] Buyer Due Diligence Checklist [] _____
- [] Lead Based Paint Disclosure and Acknowledgement [] EPA Lead Based Paint Pamphlet
- [] Commitment for Title Insurance No. _____, issued by _____
- [] CC&R's for the _____ [] Condominiums [] Subdivision
- [] Homeowner's Association [] Budget [] Financial Statement [] Minutes
- [] Property Inspection Report dated _____ prepared by _____
- [] Survey Map dated _____ prepared by _____
- [] Inventory of Personal Property included in the transaction
- [] Leases affecting the Property [] Copy of Property Management Contract(s) affecting the Property
- [] Copies of Water Certificates/Water Shares [] _____
- [] Written Notice of [] Loan Denial [] Loan Approval By _____ (Lender)
- [] Written Notice of Cancellation of Contract by [] Buyer [] Seller
- [] Written Notice of Objections based on Evaluations and Inspections
- [] Other (Describe): _____

(SIGN BELOW & INITIAL ABOVE NEXT TO DOCUMENTS THAT HAVE BEEN CHECKED)

→ A. [] I HAVE INITIALED NEXT TO THE BOXES CHECKED ABOVE, and I have signed where indicated below acknowledging my receipt of each of the documents checked above.

Signature of [] Seller [] Seller's Agent Buyer [] Buyer's Agent [] Other _____

→ Doug Child 1-23-06 _____
 (Signature) (Date) (Time) (Signature) (Date) (Time)

B. ~~NOT~~ I personally caused a final copy of the document(s) checked above to be faxed [] mailed to: [] Seller [] Seller's Agent Buyer [] Buyer's Agent, on: Jan. 23rd, 2006 (Date) by: [] Certified Mail/Return Receipt Requested - Cert No. _____ [] Overnight/Express Mail Airbill No. _____ [] Other _____

Sent by: Nathan M. Cochran [Signature] 1/23/06 2:15 pm



SELLER'S PROPERTY CONDITION DISCLOSURE -- LAND

This is a legally binding contract. If not understood, consult an attorney.



LISTING AGENT - COMPLETE THIS SECTION ONLY

SELLER NAME William Mueller ("Seller")

PROPERTY ADDRESS E 1/2 of SE 1/4 Ex. 3.75 Ac Road, Sec 10, T3S, R4W, S1M, Tooele County, Utah ("Property")

LISTING BROKERAGE N/A - For Sale By Owner ("Company")

NOTICE FROM COMPANY

Buyer and Seller are advised that the Company and its agents are trained in the marketing of real estate. Neither the Company nor its agents are trained or licensed to provide Buyer or Seller with professional advice regarding the physical condition of any property or regarding legal or tax matters. The Company and its agents strongly recommend that in connection with any offer to acquire the Property, Buyer retain the professional services of legal and/or tax advisors, property inspectors, surveyors, and other professionals to satisfy Buyer as to any and all aspects of the physical and legal condition of the Property. BUYER IS ADVISED NOT TO RELY ON THE COMPANY, OR ON ANY AGENTS OF THE COMPANY, FOR A DETERMINATION REGARDING THE PHYSICAL OR LEGAL CONDITION OF THE PROPERTY, including, but not limited to: the cost, location, availability and quality of water and water service; the cost, location and availability of utility services; the cost of all utility service connection fees; any environmental issues associated with the Property; the boundaries of the Property; any planning, zoning and building restrictions; any private deed restrictions or other restrictive covenants; or the size or acreage of the Property.

INSTRUCTIONS TO SELLER

SELLER IS OBLIGATED UNDER LAW TO DISCLOSE TO BUYERS DEFECTS IN THE PROPERTY KNOWN TO SELLER THAT MATERIALLY AND ADVERSELY AFFECT THE VALUE OF THE PROPERTY THAT CANNOT BE DISCOVERED BY A REASONABLE INSPECTION BY AN ORDINARY PRUDENT BUYER. This disclosure form is designed to assist Seller in complying with these disclosure requirements. Please thoroughly disclose your actual knowledge regarding the condition of the Property. The Company, other real estate agents, and buyers will rely on this disclosure form.

- Complete the remainder of this form.
- Please be specific when describing any past or present issues or defects (location, nature of problem, etc.). Use additional addendum if necessary.
- If a question does not apply to your Property, WRITE "N/A" NEXT TO THE QUESTION.

1. NATURAL GAS, ELECTRICITY, TELEPHONE, CABLE TV

Please describe, to your knowledge, the approximate location of the nearest following utility service lines:

- A. Natural Gas: Located in East Side of Dewberry Rd. (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____
- B. Electricity: Located in East Side of Dewberry Rd. (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____
- C. Telephone: Located in East Side of Dewberry Rd. (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____
- D. Cable TV: Located in N/A (Name of Street/Road) Stubbed to Lot Line
 Other (specify) _____

2. SEWER/SEPTIC TANK

A. To your knowledge, sewer service for the Property will be provided by (check applicable box):

- Public Sewer
- Septic Tank

B. If Public Sewer, who is the Public Sewer provider: NONE

C. If sewer service is Septic Tank, to your knowledge has a percolation test been conducted on the Property?

D. If a percolation test was conducted, to your knowledge, did the Property pass the test? N/A

Yes No
 Yes No

WRM

3. CULINARY WATER

- A. To your knowledge, culinary water service for the Property will be provided by (check applicable box):
 - Public Water (Name of water service provider): _____
 - Private Water Company (Name of water service provider): NA
 - Private Well

NOTE: IF WATER SERVICE WILL BE PROVIDED BY PUBLIC WATER, SKIP TO SECTION 4

B. Private Water Company

- (1) To your knowledge, what is the approximate location of the nearest private water company water service line?
 - Located in _____ (Name of Street/Road) Stubbed to Lot Line
 - Other (specify) _____

- (2) Are the water share certificates in your possession? If yes, please attach a copy.
- (3) To your knowledge, are water share assessments paid in full?

Yes No

C. Private Well

- (1) Is a well presently located on the Property?
- (2) To your knowledge, is your water right for the well represented by a contract with a special improvement or water conservancy district? If "Yes", what is the number of the district contract?
- (3) If your water right for the well is not based on a contract with a special improvement or water conservancy district, to your knowledge, what is the State Engineer "Index Number" for your water right? NA

Yes No

Yes No

4. IRRIGATION WATER

- A. Are there any irrigation water rights with the Property?
- B. If irrigation water is delivered to you by an irrigation water company, what is the name of the company?

Yes No

- C. Do you have in your possession water share certificates representing your right to receive and use irrigation water? If "Yes", please attach a copy of any such share certificates.

Yes No

- D. If the irrigation water rights are other than shares in an irrigation water company, to your knowledge, what is the State Engineer "Index Number" or numbers for your irrigation water rights? NA

- E. Is there an irrigation water source and distribution facility in place for the Property such as canals, ditches or pressurized sprinkler system? If "Yes", what is the name of the water source?

Yes No

5. SOILS

- A. Are you aware of any settlement or heaving of soil on the Property (collapsible or expansive soils, poorly compacted fill)? If "Yes", please describe, to your knowledge, the nature and location of any settlement or heaving of soil.

Yes No

- B. To your knowledge, is there any fill located on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any fill.

Yes No

- C. Are you aware of any sliding or earth movement on the Property or on any adjoining property (landslides, falling rocks, debris or mud flows)? If "Yes", please describe the nature and location of the sliding or earth movement.

Yes No

- D. To your knowledge, does any portion of the Property contain any subsurface, man-made debris that has been buried, covered or abandoned, including without limitation, any discarded or abandoned construction materials, concrete footings or foundations, trash, etc? If "Yes", please describe the nature and location of such subsurface debris.

Yes No

- E. Please describe, to your knowledge, any action taken to repair or mitigate any of the issues described 5A, 5B, 5C or 5D: NA

Seller's Initials DRM

Date 1-23-2006

Buyer's Initials DL

Date 3-23-06

F. Are you aware of any geologic, soils, engineering, or environmental reports that have been prepared for the Property? If "Yes", please attach a copy of any such reports in your possession. Yes No

6. BOUNDARIES & ACCESS

A. To your knowledge, is there anything on your Property (such as a fence or any other improvement) that encroaches (extends) onto any adjoining property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: Yes No

B. To your knowledge, is there anything on any adjoining property (such as a fence, deck, or any other improvements) that encroaches (extends) onto your Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such encroachment: Yes No

C. Are you aware of any boundary disputes or conflicts involving your Property and any adjoining property or properties? If "Yes", please describe, to your knowledge, the nature of any such boundary disputes or conflicts: Yes No

D. Are you aware of any survey(s) that have been prepared for the Property or any adjoining property or properties? If "Yes", please provide a copy of any such survey(s) in your possession. Yes No

E. Are you aware of any unrecorded easements, or claims for easements, affecting the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any such easement(s). Yes No

Utah Power & Light Co.

F. To your knowledge, is there direct access to the Property from a public street/road? Yes No

G. If direct access to the Property is not from a public street/road, to your knowledge, is there direct access to the Property through (check applicable box): Private Easement Private Street/Road Yes No

7. FLOODING/DRAINAGE

A. Are you aware of any flooding or lot drainage issues on the Property? If "Yes", please describe, to your knowledge, the nature and approximate location of any flooding or lot drainage issues: Yes No

B. If there are flooding or lot drainage issues, are you aware of any work done at the Property to mitigate or to prevent any recurrence of any flooding or lot drainage issues? If "Yes", please describe, to your knowledge, any work done at the Property to mitigate or prevent flooding or lot drainage issues: Yes No

C. Are you aware of any wetlands located on the Property? Yes No

D. If you are aware of wetlands on the Property, to your knowledge, has the Property been mapped for wetlands? If "Yes", please provide a copy of any wetlands maps and wetlands permits in your possession. Yes No

E. Are you aware of any action taken to mitigate any wetland issues through the Army Corps of Engineers? If "Yes", please describe, to your knowledge, the nature of any mitigation work done at the Property: Yes No

8. ENVIRONMENTAL ISSUES

A. Are you aware of any past or present hazardous conditions, substances, or materials on the Property, such as methane gas, radioactive material, landfill, mineshaft, buried storage tanks and lines, or toxic materials? If "Yes", please describe, to your knowledge the nature of any such hazardous conditions: Yes No

B. If you are aware of any past or present hazardous conditions, substances, or materials on the Property, are you aware of any work done at the Property to mitigate any such hazardous conditions? If "Yes", please describe, to your knowledge, the nature of any mitigation work: Yes No

C. Are you aware of any environmental reports that have been prepared for the Property? If "Yes", please attach copies of any such reports in your possession. Yes No

9. HOMEOWNERS ASSOCIATION

A. To your knowledge, is the Property part of a Homeowner's Association (HOA)? Yes No

- B. If the Property is part of an HOA, does the HOA levy dues or assessments for maintenance of common areas and/or other common expenses?
- C. For questions regarding the HOA, including past, present or future dues or assessments, or regarding financial statements, bylaws, HOA meetings and minutes, information may be obtained from the following:

[] Yes [X] No

(Name) _____
 (Address) _____
 (Phone) _____

BY SIGNING THIS DISCLOSURE FORM, SELLER AUTHORIZES THE RELEASE OF HOA INFORMATION TO BUYER AND/OR TO BUYER'S AGENT.

10. UNPAID ASSESSMENTS

- A. Are you aware of any HOA, municipal, special improvement district or other assessments that are presently owing against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such unpaid assessments: [] Yes [X] No
- B. Are you aware of any HOA, municipal, or special improvement district assessments that have been approved but not yet levied against the Property? If "Yes", please describe, to your knowledge, the nature and amount of any such approved, but not yet levied, assessments: [] Yes [X] No

11. MISCELLANEOUS

- A. To your knowledge, is any portion of the Property presently assessed, for property tax purposes, as "Greenbelt"? [X] Yes [] No
- B. Are you aware of any existing or threatened legal action affecting the Property? If "Yes", please describe, to your knowledge, the nature of any such legal action: [] Yes [X] No

ACREAGE/SQUARE FOOTAGE

Seller represents that any figures provided by Seller in any documents regarding the square footage or acreage of the Property are not based on any personal measurement by Seller. If the square footage or acreage of the Property is of material concern to Buyer, Buyer is advised to verify the square footage or acreage through any independent sources or means deemed appropriate by Buyer. BUYER IS ADVISED NOT TO RELY ON SELLER, THE COMPANY, OR ANY AGENTS OF THE COMPANY FOR A DETERMINATION REGARDING THE SQUARE FOOTAGE OR ACREAGE OF THE PROPERTY.

VERIFICATION BY SELLER

Seller verifies that Seller has completed this disclosure form and that the information contained herein is accurate and complete to the best of Seller's actual knowledge as of the date signed by Seller below. SELLER UNDERSTANDS AND AGREES THAT SELLER WILL UPDATE THIS DISCLOSURE FORM IF ANY INFORMATION CONTAINED HEREIN BECOMES INACCURATE OR INCORRECT IN ANY WAY. Seller authorizes the Company to provide copies of this disclosure form to prospective buyers, and to real estate brokers and agents. This disclosure form is not a warranty of any kind. If Buyer and Seller enter into a sales contract for the Property, and such sales contract includes, excludes, or warrants the condition of any item referenced herein, then to the extent there is a conflict between the sales contract and any representations contained herein, the terms of the sales contract shall control.

Seller: [Signature] Date: 1-23-2006 Seller: [Signature] Date: 1-23-2006

ACKNOWLEDGEMENT OF RECEIPT BY BUYER

Buyer's signature below acknowledges Buyer's receipt of a copy of this disclosure form.

Buyer: [Signature] Date: 3-3-06 Buyer: _____ Date: _____

DISCLOSURE FORM UPDATE

The above disclosure form was reviewed and updated by Seller on the date signed by Seller below. (Check Applicable Boxes) There are no changes in the above disclosure form; The above disclosure form has been changed as follows:

and/or The above disclosure form has been changed as noted on attached Addendum No. _____ to this disclosure form.

Seller: _____ Date: _____ Seller: _____ Date: _____

Sellers Initials W.R.M. Date 1-23-2006 Buyer's Initials De Date 2-3-06
J.M.