

El L CO Terrace

BLK 1\* }  
BLK 2\* } W/R/W  
Acr \* }

also R/W over

Swan Creek Village (PH 2) ⑧

\* Acr

Recorded AUG 18 1995 Filing No. 47451  
At 4:50 PM in Book E7 Page 130  
Fee 197.00 Debra L. Aines, Rich County Recorder  
Requested by Rich Land Title Company

### CONVEYANCE AND AGREEMENT

This Conveyance and Agreement is entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between Trudy Ann Cook Brown, Donna Cook, Gary Alton Cook, Carlos Roundy, STAJANA Investments Ltd., Marilyn Cook Green, Rex Warren Cook, Kathy Cook, Monte R. Cook, Julie Ann Cook D'Anzi, Val R. Cook, Leila Darrington Hendrickson, Joe Osborne et al., LaWana Darrington Osborne, LaNae E. Darrington Frodsham, G. Leslie Darrington and Mae S. Darrington, Trustees, Ted Miller, Don Elroyd Rex, and Randy Cook Rex, \*hereinafter referred to as "Owners".

\*See Continuation on Page 1A

#### WITNESSETH:

WHEREAS, each of the Owners is the owner of part or all of one or more of twenty one (21) lots in the El L co Terrace Subdivision together with a one twenty-first (1/21) undivided interest in Lot No. 1, Block No. 1, and a one twenty-first (1/21) undivided interest in Lot No. 1, Block No. 2, of the El L co Terrace Subdivision, which is located in Rich County, State of Utah and is more particularly described on Exhibit A attached hereto and by this reference incorporated herein, hereinafter referred to as the "El L co Terrace Subdivision"; and

WHEREAS, the Owners intend to enter into certain covenants which are to run with the land in the El L co Terrace Subdivision;

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Owners do hereby covenant and

\*Continuation from Page 1

Donna T. Cook, is also known as Donna Cook; Gary A. Cook is also known as Gary Alton Cook; Carlos Roundy is also known as Carlos B. Roundy; Warren Cook is also known as Rex Warren Cook; Kathryn C. Cook, is also known as Kathy Cook; Julie Ann Cook D'Anzi was formerly known as Julie Ann Cook; Val R. Cook is also known as Val Cook; Doila D. Hendrickson is also known as Loila Darrington Hendrickson; Joseph L. Osborne is also known as Joe Osborne; Keith A. Allred is also known as Keith Allred; Cheryl T. Allred is also known as Cheryl Allred; Roy Thornock is also known as Roy D. Thornock; and Linda Thornock is also known as Linda E. Thornock; LaWana D. Osborne is also known as LaWana Darrington Osborne; LaNae E. Darrington Prodsham is also known as LaNae Darrington Prodsham; and Don Elroyd Rex is also known as D. Elroyd Rex; El L. Co Terrance, by Randy C. Rex, President; also joined by; Lynn D. Brown, Trudy C. Brown, Shirley Cook, A. James Larson, Phillip S. Selander; Lynette C. Selander, Verda Irene Rex Miller, Randy Cook Rex, Marlon Dee Smith, Denise Nyman Smith, Jeffrey Donald Rawlings, Maria Irene Rawlings, Kim D. Stander, Gregory Robert Gherkins, Sherrie Ricks Gherkins, Harold Dee Ricks, Suzette M. Ricks, David P. Daniels, Dawnell Daniels, Willow Valley Corp., and Abbey Carpets;

agree as follows:

1. El L co Terrace Well and Water Distribution System. Each of the Owners hereby sells, assigns, and conveys to El L co Terrace Homeowner's Association, a Utah Corporation, hereinafter sometimes referred to as the "Association", all of their right, title and interest in and to the water system right-of-way easement, which is located in Rich County, Utah, and is more particularly described on Exhibit B attached hereto and by this reference incorporated herein, together with all of their rights to construct, install, and thereafter use, operate, inspect, repair, maintain, replace and remove a water supply pipeline, electrical powerline and other utilities under and across said right-of-way together with any and all rights which they may have to construct, install, inspect, repair and replace an underground water storage tank upon the south end of said right-of-way and to provide an underground electrical powerline thereto, together with their rights of ingress and egress upon and thence along said right of way. Owners also hereby convey to the El L co Terrace Homeowner's Association all of their right, title and interest in and to the El L co Terrace "well" and culinary and irrigation water systems.

2. Conveyance of Parks. Each of the Owners hereby sells, assigns and conveys to the El L co Terrace Homeowner's Association, a Utah Corporation, all of their right, title, and interest in and to Lot No. 1, Block No. 1, and Lot No. 1, Block No. 2 of the El L co Terrace Subdivision, which is located in

*Dame*

Rich County, State of Utah.

*Same*

3. Assessments. Each of the Owners hereby covenants and agrees that the Association shall have authority to assess to Owners, pro-rata based on lot ownership, and Owners shall be obligated to pay: (a) such amounts as are deemed reasonably necessary to pay any and all property or other taxes assessed on Lot 1, Block 1 and Lot 1, Block 2 of the El L co Terrace Subdivision, hereinafter referred to as the "Parks", and any improvements located on said Parks, and (b) such funds as are reasonably necessary to maintain, operate, and improve the El L co Terrace "well", and culinary and irrigation water systems.

4. Power to Lien. Owners hereby covenant and agree that he or she or his or her successors in interest shall pay all amounts assessed by the Association pursuant to Paragraphs 3 and 5 hereof within one hundred eighty (180) days of the date of mailing of the notice of assessment by the Association to his or her or their last known address. Upon any default in payment, Owners or their successors in interest shall be obligated to pay the amount assessed, together with interest thereon at one and one-half percent (1 1/2%) per month, compounded monthly, until paid in full, and Association shall obtain and have and Owners and their successors in interest do hereby grant to Association a <sup>Lien</sup> Mortgage upon any real property in the El L co Terrace Subdivision which is owned by any person who is in default, in the amount and to secure payment of all amounts in default plus interest and costs and attorney fees incurred by the Association in connection with

the default. The amount secured by said Mortgage shall be set forth in a statement, filed for record with the Rich County, Utah, Recorder which specifies the name and/or names of those who have defaulted in their payment or payments, the respective amounts in default including the rate at which interest thereon will accrue, and which includes a description of the real property in the El L co Terrace Subdivision which is owned by the persons in default. The Mortgage shall remain against the real property in the El L co Terrace Subdivision owned by the person or persons in default as described in the recorded statement until full payment of all amounts due from the person or persons in default, including accrued interest and all costs and attorneys' fees incurred by Association in connection with the recording of the Mortgage has been made, the Association has executed a Release of Lien, delivered said Release of Lien to the person or persons who are entitled thereto by mailing it to any of them at his or her last known address, and the said Release of Lien has been recorded by the person or persons to whom the Release of Lien was mailed.

5. Prior Approval of Construction. The Owners hereby covenant and agree that the Association shall approve or disapprove the construction of any and all improvements constructed upon the El L co Terrace Subdivision prior to the commencement of the construction thereof, and any and all improvements which have not been approved in writing by the Association shall be immediately removed by the person or persons

who own the real property in the El L co Terrace Subdivision upon which any such non-approved construction has occurred, within thirty (30) days of mailing of written notice from the Association to said person or persons or any one of them at their last known address. If said non-approved construction is not removed, Association shall have the right to remove said non-approved construction, and all costs and expenses incurred by the Association shall be assessed to the owner or owners of the real property upon which the non-approved construction has occurred.

6. Park Rules and Regulations. The Owners further covenant and agree that the Association shall establish all rules and regulations governing the use of the Parks and that no use shall be made thereof in violation of the rules and regulations adopted by the Association, and that the Association shall have the authority to evict any one or more of the Owners or their successors in interest from the Parks or bar them from using the Parks for any period of time if their use violates or has violated the rules and regulations governing use of the Parks, a copy of which rules and regulations shall be prominently posted in the Parks.

7. Power to Meter, Restrict, and/or Terminate Water Use. Owners covenant and agree that Association shall have the right, upon thirty (30) days prior written notice, to terminate the use of any one or more of Owners, or their successors in interest, of the El L co Terrace "well" and culinary and irrigation water systems for failure to pay any amounts assessed to them under

Paragraph 3 hereof for the maintenance, operation, and improvement of the El L co Terrace "well", and culinary and irrigation water systems until such time as all amounts assessed, together with interest on all amounts assessed and which have not been paid within thirty (30) days of the date of mailing of the notice of assessment to the last known address of Owners or their successors in interest by the Association at the rate of one and one-half percent (1 1/2%) per month, compounded monthly, shall have been paid in full. Association shall also have the authority to require that meters be installed to measure the use of culinary and irrigation water, and each Owner or his or her successors in interest shall be assessed the costs of installing the water meter with respect to each lot owned by said person in the El L co Terrace Subdivision. Association shall also have the authority to restrict the use of culinary and irrigation water if, in the sole discretion of the Association, there is at any time insufficient water available to allow for unrestricted use by all of the persons owning real property in the El L co Terrace Subdivision. The Association shall have the right to terminate the use of water by any person who fails to comply with any restrictions imposed following notice to said person of the nature and extent of the said restrictions.

8. Covenants to Run With the Land. Each of the Owners does hereby agree that each and every covenant and agreement contained herein shall run with the land described on Exhibit "A" hereto, and shall be binding upon said land and the owner of said

land.

9. Severability. Each of the Owners hereby agrees that in the event that any provision hereof is determined by a court of competent jurisdiction to be invalid, that the remaining provisions of this Conveyance and Agreement shall continue to be valid and effective.

10. Integrated Agreement. Each of the Owners hereby agrees that he and/or she has not relied upon any oral representations of any person in connection with the execution hereof except as otherwise specifically stated herein.

11. Default. The Owners do hereby each covenant and agree that upon default in the fulfillment of any of the covenants and/or agreements contained herein, that he and/or she or his or her successors in interest as owners of real property in the El L co Terrace Subdivision shall be liable for all costs incurred by the Association in enforcing the Covenant and or agreement breached, including costs of court and reasonable attorneys' fees.

12. Binding Agreement. Each of the Owners hereby covenants and agrees that this Agreement shall be binding upon him and/or her or his or her heirs, successors, grantees, and assigns.

DATED this 15<sup>th</sup> day of November, 1993.

LOT #2 BLK #1

Trudy Ann Cook Brown  
Trudy Ann Cook Brown



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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Marilyn Cook Green

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Monte R. Cook

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Val Cook

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El Lco Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Lolla Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G.Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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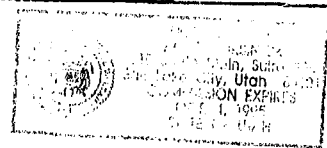
*Ted Miller*  
Ted Miller

STATE OF Utah )  
COUNTY OF Emery ) ss.

On this 4th day of November, 1993, personally appeared before me Jed Miller a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
10-4-95

Linda H. Jensen  
Notary Public  
Residing at: \_\_\_\_\_



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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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*Warren Cook*  
Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Leo Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Loila Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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8 Ted Miller

STATE OF Iowa )  
COUNTY OF Salt Lake ) ss.

On this 2 day of Nov, 1993, personally appeared before me William Cook a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
\_\_\_\_\_

William Cook  
Notary Public  
Residing at: \_\_\_\_\_

NOTARY PUBLIC  
WILLIAM COOK  
1111 1/2 S. 1st Street  
Salt Lake City, Utah 84143  
My Commission Expires  
11/10/1995  
STATE OF IOWA

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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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*Randy C. Rex*  
El Lco Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Iolila Darrington Hendrickson

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Lawana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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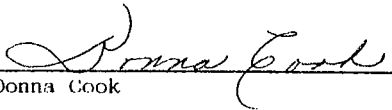
8 Ted Miller

STATE OF Idaho )  
COUNTY OF Bear Lake ) SS.

On this 1st day of November, 1993, personally appeared before me Randy C. Rex a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
5-18-98

James A. Crane  
Notary Public  
Residing at: Bear Lake County

  
Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Lco Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Loila Darrington Hendrickson

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Lawana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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8 Ted Miller

STATE OF Utah )  
COUNTY OF Box Elder ) ss.

On this 29<sup>th</sup> day of October, 1993, personally appeared before me Donna Cook a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
10-9-94

Linda W. Price  
Notary Public  
Residing at: Brigham City, UT



Donna Cook

*Amy Alton Cook*  
Gary Alton Cook

Kathy Cook

STAJANA Investments Ltd.  
Carlos Roundy

Carlos Roundy

Warren Cook

Merilyn Cook Green

Monte R. Cook

Val Cook

El Lco Terrace  
Randy C. Rex, President

Julie Ann Cook D'Anzi

Lella Darrington Hendrickson

Lawana Darrington Osborne

LaNae Darrington Frodsham

G. Leslie & May S. Darrington, Trustees

Joe Osborne et al.

8 Ted Miller

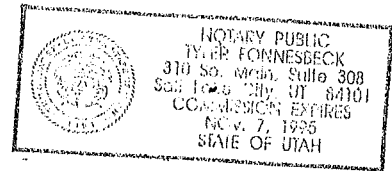
STATE OF Utah )  
COUNTY OF Box Elder ) ss.

On this 12 day of November, 1993 personally appeared before me Erny Cook a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:

11-7-95

Tyler Fommesbeck  
Notary Public  
Residing at: Provo, Utah



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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

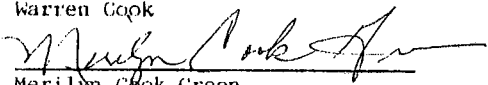
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Carlos Roundy

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Warren Cook

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Marilyn Cook Green

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Monte R. Cook

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Val Cook

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El Ico Terrace  
Randy G. Rex, President

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Julie Ann Cook D'Anzi

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Loila Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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Ted Miller

STATE OF Colorado )  
COUNTY OF El Paso ) ss.

On this 15<sup>th</sup> day of December, 1993, personally appeared before me MERILYN COOK GREEN a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
2/2/95

M. Hilben  
Notary Public  
Residing at: Notary Public  
Office Of The Staff Judge Advocate  
Fort Carson, Colorado 80913

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Donna Cook

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Gary Alton Cook

*Kathryn C. Cook*  
Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Lco Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Loila Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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8 Ted Miller

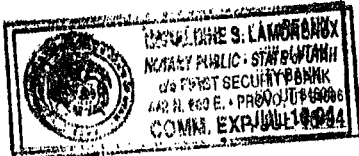
STATE OF Utah )  
COUNTY OF Utah ) ss.

On this 15 day of November, 1993, personally appeared before me Kathryn C Cook a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:

7-10-94

Rebecca S. Lamoreaux  
Notary Public  
Residing at: 35 N. State St  
Orion, UT 84057



Donna Cook

Gary Alton Cook

Kathy Cook

*Carlos Roundy*  
STAJANA Investment's Ltd.  
Carlos Roundy

*Carlos Roundy*  
Carlos Roundy

Warren Cook

Merilyn Cook Green

Monte R. Cook

Val Cook

El Ico Terrace  
Randy C. Rex, President

Julie Ann Cook D'Anzi

Lolla Darrington Hendrickson

Lawana Darrington Osborne

LaNae Darrington Prodsham

G. Leslie & May S. Darrington, Trustees

Joe Osborne et al.

Ted Miller



✓  
\_\_\_\_\_  
Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

✓  
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Warren Cook

✓  
\_\_\_\_\_  
Merilyn Cook Green

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Monte R. Cook

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Val Cook

✓  
\_\_\_\_\_  
El Lco Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

✓  
\_\_\_\_\_  
Loila Darrington Hendrickson

✓  
\_\_\_\_\_  
LaWana Darrington Osborne

*LaNae Darrington Frodsham*  
LaNae Darrington Frodsham ORDC 7/94

✓  
\_\_\_\_\_  
G. Leslie & May S. Darrington, Trustees

✓  
\_\_\_\_\_  
Joe Osborne et al.

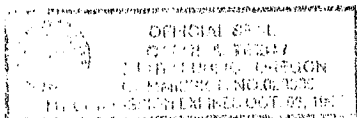
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\_\_\_\_\_  
Ted Miller

STATE OF Oregon )  
COUNTY OF Washington ) ss.

On this 10 day of January, 1994, personally appeared before me Lakee Dunnington a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
10-8-97

Cirilo L. [Signature]  
Notary Public  
Residing at: Portland



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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Ico Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

*Joila Darrington Hendrickson*  
Joila Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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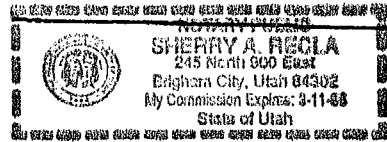
Ted Miller

STATE OF UTAH )  
COUNTY OF Box Elder ) ss.

On this 18<sup>th</sup> day of January, 1994, personally appeared before me Loila Darrington Hendrickson a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:

Sherry A. Recla  
Notary Public  
Residing at: \_\_\_\_\_



~~Donna Cook~~

~~Gary Alton Cook~~

~~Kathy Cook~~

~~STAJAMA Investments Ltd.  
Carlos Roundy~~

~~Carlos Roundy~~

~~Warren Cook~~

~~Merilyn Cook Green~~

~~*Monte R. Cook*~~

~~Monte R. Cook~~

~~*Val Cook*~~

~~Val Cook~~

~~El Lco Terrace  
Randy C. Rex, President~~

~~Julie Ann Cook D'Anzi~~

~~Lolla Darrington Hendrickson~~

~~Lawana Darrington Osborne~~

~~LaNae Darrington Frodsham~~

~~G. Leslie & May S. Darrington, Trustees~~

~~Joe Osborne et al,~~

~~Ted Miller~~

State of UTAH )  
County of CACHE ) ss.

On this 26 day of MAY, 1994, personally  
appeared before me Michael W. Risher, a signer of the  
foregoing Conveyance and Agreement, who duly acknowledged to me  
that he execute the same.

My Address and Commission  
Expiration date are:

Michael W. Risher  
Notary Public

Donna Cook

Gary Alton Cook

Kathy Cook

STAJANA Investments Ltd.  
Carlos Roundy

Carlos Roundy

Warren Cook

Merilyn Cook Green

Monte R. Cook

Val Cook

El Leo Terrace  
Randy C. Rex, President

Julie Ann Cook D'Anzi

Loila Darrington Hendrickson

Lawana Darrington Osborne

LaNae Darrington Frodsham

G. Leslie & May S. Darrington, Trustees

Joe Osborne et al.

*Roy D. Hornack*  
5-30-94

Ted Miller

Lot 8 Block 2 ✓

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Donna Cook

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Gary Alton Cook

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Rathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Ico Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Lolla Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

*with consent of Cheryl Allred*  

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Joe Osborne et al.

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8 Ted Miller

Lot 8 Block 2

*Dame*

*Lot 10 Block 2*

*Lot 8 Block 2*

*Lot 9 Block 2*

*D. Eloyd Rex  
Anne J. Rex*

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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Lco Terrace  
Randy C. Rex, President

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Julie Ann Cook D'Anzi

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Loila Darrington Hendrickson

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Lawana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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Ted Miller

*D. Elroyd Rex*  
*Anne S. Rex*  
See page 8 of document.

STATE OF Utah )  
COUNTY OF Cache )

ss.

On this 9th day of November, 1993, personally  
appeared before me D. Elroyd Rex & Anne S. Rex a signers of the foregoing  
Conveyance and Agreement, who duly acknowledged to me that he  
executed the same.

My Commission Expires:

11-20-93

*[Signature]*  
Notary Public  
Residing at: Logan, Utah

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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

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Val Cook

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El Lco Terrace  
Randy C. Rex, President

---

Julie Ann Cook D'Anzi

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Loila Darrington Hendrickson

*Lalwana Darrington Osborne*  
Lalwana Darrington Osborne

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LaNae Darrington Frodsham

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G.Leslie & May S. Darrington, Trustees

*Joe Osborne*  
Joe Osborne et al.

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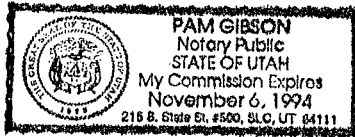
8 Ted Miller

STATE OF Utah )  
COUNTY OF \_\_\_\_\_ ) ss.

On this 2nd day of November, 1993, personally appeared before me Joe + Salima Osborne a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
11-6-94

Pam Gibson  
Notary Public  
Residing at: SL County



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Donna Cook

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Gary Alton Cook

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Kathy Cook

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STAJANA Investments Ltd.  
Carlos Roundy

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Carlos Roundy

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Warren Cook

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Merilyn Cook Green

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Monte R. Cook

*Val Cook*  
\_\_\_\_\_  
Val Cook

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El Lco Terrace  
Randy C. Rex, President

*Julie Ann Cook D'Anzi*  
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Julie Ann Cook D'Anzi

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Lolla Darrington Hendrickson

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LaWana Darrington Osborne

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LaNae Darrington Frodsham

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G. Leslie & May S. Darrington, Trustees

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Joe Osborne et al.

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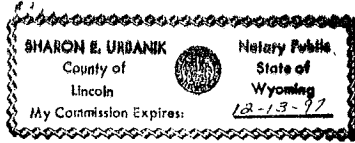
Ted Miller

STATE OF Wyoming )  
COUNTY OF Lincoln ) ss.

On this 5 day of January, 1994, personally appeared before me Julie Ann Cook Drazic a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

My Commission Expires:  
12-13-97

Sharon E Urbanik  
Notary Public  
Residing at: Tulsa  
Wyoming 83127



STATE OF Wyoming )

: ss

COUNTY OF LINCOLN )

On this 6 of January, 1994, personally appeared  
before me Val Cook a signer of the foregoing  
Conveyance and Agreement who duly acknowledged to me that he  
executed the same.

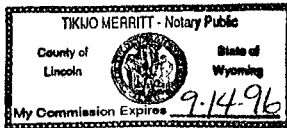
My Commission Expires:

9-14-96

Tikio Merritt

Notary Public  
Residing at: \_\_\_\_\_

Bedford WY



---

Donna Cook

---

Gary Alton Cook

---

Kathy Cook

---

STAJANA Investments Ltd.  
Carlos Roundy

---

Carlos Roundy

---

Warren Cook

---

Merilyn Cook Green

---

Monte R. Cook

---

Val Cook

---

El Lco Terrace  
Randy C. Rex, President

---

Julie Ann Cook D'Anzi

---

Ioila Darrington Hendrickson

---

Lawana Darrington Osborne

---

Lanae Darrington Frodsham,  
*L. Leslie Darrington*  
*May S. Darrington*  
G. Leslie & May S. Darrington, Trustees

---

Joe Osborne et al.

---

Ted Miller



EXHIBIT "A"

Same  
Beg. at a point S. 89° 41'04" E. 1,248.29 ft. from the West  
1/4 cor. of Section 8, T 14N, R5E, SLB&M.;  
th. N 0°24'10" E. 1,213.402 ft.,  
th. N 89°35'50"W. 363. ft.,  
th. S. 0°24'10" W. 1,194.580 ft.,  
th. S. 6°21'26" W. 1,554.693 ft.,  
th. S. 83°38'34"E. 363. ft.,  
th. N. 6° 21'26"E. 1,573.632 ft.  
to the Pt. of Beg., cont 23.068 acres.

EXHIBIT "B"

Beginning at a point which is 1530.64 feet South and 713.254 feet East of the West 1/4 corner of Sect. 8, T14N., R5E., SLB&M., said point also being Southwest corner of El-L-co Terrace Subdivision property, th. S. 6° 21' 26"W. 15 ft., th. N. 83° 38' 34" W. 30 ft., th. N. 6° 21' 26" E. 75 ft., th. S. 83° 38' 34" E. 18 ft., th. S. 6° 21' 26" W. 60 ft.; th. S. 83° 38' 34" E. 12 ft. to Point of Beginning.

Also the twelve (12) feet on the Westerly side of the line described as follows:

*Same*

Beginning at a point which is 1530.64 feet South and 713.254 feet East of the West 1/4 corner of Section 8, T14N., R5E., SLB&M., said point, also being Southwest corner of the El-L-co Terrace Subdivision property, and running thence along the West line of said El-L-co property N.6°21'26"E., 1554.65 feet, more or less, to a point which is 14.50 feet North and 885.41 feet East of said West 1/4 corner of Section 8, th. along the West line of said El-L-co property N.0°24'10"E. 1194.58 ft.

Grantor conveys the right to construct, install, and thereafter use, operate, inspect, repair, maintain, replace and remove a water supply pipeline, electrical power line, and other utilities under and across said right-of-way and Grantee may construct, install, inspect, repair and replace an underground water storage tank upon the South end of said right-of-way and provide an underground electrical power line thereto, together with the right of ingress and egress upon and thence along said right-of-way.

\_\_\_\_\_  
Lynn D. Brown

\_\_\_\_\_  
Trudy C. Brown

\_\_\_\_\_  
Shirley Cook

\_\_\_\_\_  
A. James Larson

\_\_\_\_\_  
Phillip S. Selander

\_\_\_\_\_  
Lynette C. Selander

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Verda Irene Rex Miller

\_\_\_\_\_  
Randy Cook Rex

\_\_\_\_\_  
Marlon Dee Smith

\_\_\_\_\_  
Denise Nymen Smith

\_\_\_\_\_  
Jeffrey Donald Rawlings

\_\_\_\_\_  
Marla Irene Rawlings

*Kim D. Stander*  
\_\_\_\_\_  
Kim D. Stander

*Gregory Robert Gherkins*  
\_\_\_\_\_  
Gregory Robert Gherkins

*Sherrie Ricks Gherkins*  
\_\_\_\_\_  
Sherrie Ricks Gherkins

*Harold Dee Ricks*  
\_\_\_\_\_  
Harold Dee Ricks

*Suzette M. Ricks*  
\_\_\_\_\_  
Suzette M. Ricks

*David P. Daniels*  
\_\_\_\_\_  
David P. Daniels

*Dawnell Daniels*  
\_\_\_\_\_  
Dawnell Daniels

\_\_\_\_\_  
WILLOW VALLEY CORP.,  
BY:

*John Enwall*  
\_\_\_\_\_  
President

\_\_\_\_\_  
ABBEY CARPETS,  
BY:

*Trudy Ballard*  
\_\_\_\_\_  
Trudy Ballard, Secretary

Donna Cook

Gary Alton Cook

Kathy Cook

STAJANA Investment's Ltd.  
Carlos Roundy

Carlos Roundy

Warren Cook

Merilyn Cook Green

Monte R. Cook

Val Cook

El Lco Terrace  
Randy C. Rex, President

Julie Ann Cook D'Anzi

Lolla Darrington Hendrickson

Lawana Darrington Osborne

LaNae Darrington Frodsham

G. Leslie & May S. Darrington, Trustees

Joe Osborne et al.

x Verda Leone Rex Miller  
Ted Miller

by Newman Richard Miller

Court Appointed Estate Representative

Newman R. Miller

home for lot 9 Block 2  
El L C Terrace Subdivision

x Newman R. Miller

State of Utah )  
County of Utah ) ss.

On this 20<sup>th</sup> day of July, 1995, personally  
appeared before me Newman R. Miller, a signer of the  
foregoing Conveyance and Agreement, who duly acknowledged to me  
that he execute the same.

My Address and Commission  
Expiration date are: 8-1-97 Kelly W Palmer  
Notary Public





STATE OF UTAH  
COUNTY OF EMERY

I, the undersigned Clerk of the Seventh Judicial Court, in and for Emery County, State of Utah, do hereby certify that the annexed and foregoing is a true, full, and correct copy of an original document on file in my office as such Clerk of the SEVENTH JUDICIAL DISTRICT COURT OF UTAH IN AND FOR EMERY COUNTY

**FILED**

**JEFFREY C. HOWE #6748**  
Attorney for Petitioner  
Westgate Business Center  
180 South 300 West, Suite 331  
Salt Lake City, Utah 84010  
Telephone: (801) 364-2221

WITNESS my hand and seal of said court this 14th day of August, 19 95  
Bruce C. Funk Clerk

JUL 18 1995

BRUCE C. FUNK - Clerk

By M. Wright Deputy

**IN THE SEVENTH JUDICIAL DISTRICT COURT  
IN AND FOR EMERY COUNTY, STATE OF UTAH**

IN THE MATTER OF )  
THE ESTATE OF ) **ORDER OF INFORMAL**  
VERDA REX MILLER, ) **APPOINTMENT OF PERSONAL**  
Deceased. ) **REPRESENTATIVE IN INTESTACY**  
Probate No. 2227

A Petition for Informal Appointment of Personal Representative in Intestacy dated 14th day of August, 1995, having been received; and proof of notice required by U.C.A. 75-3-310, having been filed; and the Court, acting under provisions of U.C.A. 75-3-308, hereby makes the following findings in informal proceedings on the date subscribed below:

1. The Petition is complete;
2. Petitioner has made oath or affirmation that the statements contained in the petition are true to the best of his knowledge, information and belief;
3. Petitioner is an interested person as defined in subsection U.C.A. 75-1-201(20);
4. Venue is proper;
5. Any notice required by U.C.A. 75-3-204, Demand for Notice, has been given;
6. From statements in the petition, the person whose appointment is sought has priority entitling such person to appointment;
7. There is no indication that a Personal Representative has been appointed in this state or elsewhere;
8. There is no indication that the decedent was not domiciled in this state;

9. The person whose appointment is sought is not under age of 21 years; and
10. No unrevoked testamentary instrument has been offered for probate and the applicant after reasonable diligence is unaware of any such instrument relating to property having a situs in this state.

NOW THEREFORE, IT IS ORDERED as follows:

1. The Petition for Informal Appointment of a Personal Representative is hereby granted and under provisions of U.C.A. 75-3-307, Newman Richard Miller, is hereby appointed Personal Representative of the estate of the above-named decedent subject to qualification and acceptance required under U.C.A. 75-3-601;
2. Letters of Administration shall be issued to the herein appointed Personal Representative upon such qualification and acceptance as required; and
3. Bond in this matter is not required.

DATED this 18<sup>th</sup> day of July, 1995

BY THE COURT:

  
DISTRICT COURT JUDGE

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, JEFFREY DONALD RAWLINGS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, MARLA IRENE RAWLINGS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that She executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 3<sup>rd</sup> day of May 1995, A.D. personally appeared before me, KIM D. STANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: 1124 North Main Street  
Commission expires: LOGAN, UTAH 84321  
**COMM. EXP. MAR-19-93**

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 21<sup>st</sup> day of April 1995, A.D. personally appeared before me, GREGORY ROBERT GHERKINS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Logan, UT  
Commission expires: 3/19/98

**MARILYN J. ADAMS**  
NOTARY PUBLIC • STATE OF UTAH  
112 NORTH MAIN STREET  
LOGAN, UTAH 84321  
**COMM. EXP. MAR-19-93**

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 28<sup>th</sup> day of April 1995, A.D. personally appeared before me, SHERRIE RICKS GHERKINS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_  
**MARILYN J. ADAMS**  
NOTARY PUBLIC • STATE OF UTAH  
112 NORTH MAIN STREET  
LOGAN, UTAH 84321  
**COMM. EXP. MAR-19-93**

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 13<sup>th</sup> day of July 1995, A.D. personally appeared before me, HAROLD DEE RICKS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Logan, Utah  
Commission expires: 3/14/98

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 13<sup>th</sup> day of July 1995, A.D. personally appeared before me, SUZETTE M. RICKS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Logan, Utah  
Commission expires: 3/14/98

**MARILYN J. ADAMS**  
NOTARY PUBLIC - STATE OF UTAH  
112 NORTH MAIN STREET  
LOGAN, UTAH 84321  
COM. EXP. MAR. 19-98

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 2<sup>nd</sup> day of May 1995, A.D. personally appeared before me, DAVID P. DANIELS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Logan, Utah  
Commission expires: 3/14/98

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 2<sup>nd</sup> day of May 1995, A.D. personally appeared before me, Dawnell Daniels, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Logan, Utah  
Commission expires: 3/14/98

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, \_\_\_\_\_, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

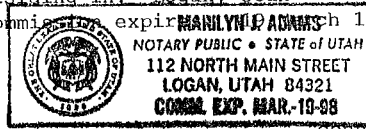
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
 )ss.  
County of Cache)

On the 1st day of May 1995, A.D., personally appeared before me, JEFF BALLARD and TRUDY BALLARD, who, being by me duly sworn, did say that they are the President and Secretary, respectively of ABBEY CARPETS, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the aforesaid officers acknowledged to me that said corporation executed the same.

Residing in: Logan, Utah  
Commission expires: March 1998



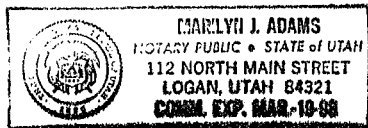
*Marilyn J. Adams*  
Notary Public

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH )  
 )ss.  
County of Cache)

On the 1st day of May, 1995, A.D., personally appeared before me, John Arnold and \_\_\_\_\_, who being by me duly sworn, did say that they are the President and Secretary, respectively of WILLOW VALLEY CORPORATION, and that the said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and the aforesaid officers acknowledged to me that said corporation executed the same.

Residing in: Logan, Utah  
commission expires: 19 March 1998



*Marilyn J. Adams*  
Notary Public

\_\_\_\_\_  
Lynn D. Brown

\_\_\_\_\_  
Trudy C. Brown

\_\_\_\_\_  
Shirley Cook

*A. James Larson*  
\_\_\_\_\_  
A. James Larson

\_\_\_\_\_  
Phillip S. Selander

\_\_\_\_\_  
Lynette C. Selander

\_\_\_\_\_  
Verda Irene Rex Miller

\_\_\_\_\_  
Randy Cook Rex

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Marlon Dee Smith

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Denise Nyman Smith

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Jeffrey Donald Rawlings

\_\_\_\_\_  
Marla Irene Rawlings

\_\_\_\_\_  
Kim D. Stander

*Gregory Robert Gherkins*  
\_\_\_\_\_  
Gregory Robert Gherkins

\_\_\_\_\_  
Sherrie Ricks Gherkins

\_\_\_\_\_  
Harold Dee Ricks

\_\_\_\_\_  
Suzette M. Ricks

\_\_\_\_\_  
David P. Daniels

\_\_\_\_\_  
Dawnell Daniels

\_\_\_\_\_  
WILLOW VALLEY CORP.,

BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
ABBEY CARPETS,

BY:

STATE OF UTAH )  
 )ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, LYNN D. BROWN, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, TRUDY C. BROWN, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in:  
Commission expires:

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, SHIRLEY COOK, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

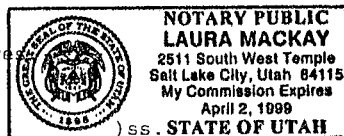
Residing in:  
Commission expires:

\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )ss.  
County of )

On this 3rd day of May 1995, A.D. personally appeared before me, A. JAMES LARSON, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:



Laura Mackay  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )ss. STATE OF UTAH  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, PHILLIP S. SELANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Lynn D. Brown

\_\_\_\_\_  
Trudy C. Brown

\_\_\_\_\_  
Shirley Cook

\_\_\_\_\_  
A. James Larson

*Phillip S. Selander*  
\_\_\_\_\_  
Phillip S. Selander

*Synette C. Selander*  
\_\_\_\_\_  
Synette C. Selander

\_\_\_\_\_  
Verda Irene Rex Miller

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Randy Cook Rex

\_\_\_\_\_  
Marlon Dee Smith

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Denise Nyman Smith

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Jeffrey Donald Rawlings

\_\_\_\_\_  
Marla Irene Rawlings

\_\_\_\_\_  
Kim D. Stander

*Gregory Robert Gherkins*  
\_\_\_\_\_  
Gregory Robert Gherkins

\_\_\_\_\_  
Sherrie Ricks Gherkins

\_\_\_\_\_  
Harold Dee Ricks

\_\_\_\_\_  
Suzette M. Ricks

\_\_\_\_\_  
David P. Daniels

\_\_\_\_\_  
Dawnell Daniels

\_\_\_\_\_  
WILLOW VALLEY CORP.,  
BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
ABBEY CARPETS,  
BY:

\_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, LYNN D. BROWN, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, TRUDY C. BROWN, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, SHIRLEY COOK, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, A. JAMES LARSON, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 10<sup>th</sup> day of May 1995, A.D. personally appeared before me, PHILLIP S. SELANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Salt Lake  
Commission expires: 8/27/95 Notary Public

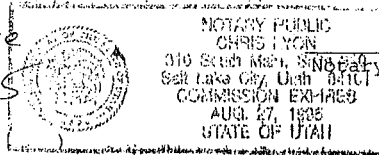


Notary Public  
Phillip S. Selander  
319 South Main, Suite 311  
Salt Lake City, Utah 84143  
COMMISSION EXPIRES  
AUG 27 1995  
STATE OF UTAH

STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 6th day of May 1995, A.D. personally appeared before me, LYNETTE C. SELANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: Salt Lake  
Commission expires: 8/27/95



STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, VERDA IRENE REX MILLER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, RANDY REX COOK, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, MARLON DEE SMITH, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, DENISE NYMAN SMITH, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

Notary Public

\_\_\_\_\_  
Lynn D. Brown

\_\_\_\_\_  
Trudy C. Brown

\_\_\_\_\_  
Shirley Cook

\_\_\_\_\_  
A. James Larson

\_\_\_\_\_  
Phillip S. Selander

\_\_\_\_\_  
Lynette C. Selander

\_\_\_\_\_  
Verda Irene Rex Miller  
*Randy Cook Rex*  
\_\_\_\_\_  
Randy Cook Rex

\_\_\_\_\_  
Marlon Dee Smith

\_\_\_\_\_  
Denise Nyman Smith

\_\_\_\_\_  
Jeffrey Donald Rawlings

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Marla Irene Rawlings

\_\_\_\_\_  
Kim D. Stander

*Gregory Robert Gherkins*  
\_\_\_\_\_  
Gregory Robert Gherkins

\_\_\_\_\_  
Sherrie Ricks Gherkins

\_\_\_\_\_  
Harold Dee Ricks

\_\_\_\_\_  
Suzette M. Ricks

\_\_\_\_\_  
David P. Daniels

\_\_\_\_\_  
Dawnell Daniels

\_\_\_\_\_  
WILLOW VALLEY CORP.,  
BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
ABBEE CARPETS,  
BY:

\_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, LYNETTE C. SELANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

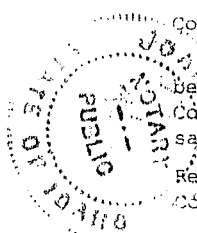
Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, VERDA IRENE REX MILLER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF Idaho )  
 ) ss.  
County of Bear Lake )



On this 2nd day of May 1995, A.D. personally appeared before me, RANDY REX COOK RANDY COOK REX, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: Bear Lake Co.  
Commission expires: 5-18-98 Grant H. Crane  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, MARLON DEE SMITH, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, DENISE NYMAN SMITH, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

\_\_\_\_\_  
Lynn D. Brown

\_\_\_\_\_  
Trudy C. Brown

\_\_\_\_\_  
Shirley Cook

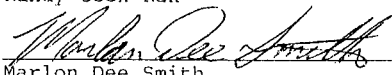
\_\_\_\_\_  
A. James Larson

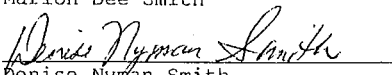
\_\_\_\_\_  
Phillip S. Selander

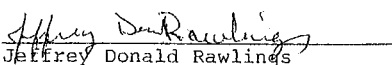
\_\_\_\_\_  
Lynette C. Selander

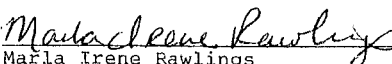
\_\_\_\_\_  
Verda Irene Rex Miller

\_\_\_\_\_  
Randy Cook Rex

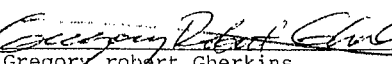
  
\_\_\_\_\_  
Marlon Dee Smith

  
\_\_\_\_\_  
Denise Nyman Smith

  
\_\_\_\_\_  
Jeffrey Donald Rawlings

  
\_\_\_\_\_  
Marla Irene Rawlings

\_\_\_\_\_  
Kim D. Stander

  
\_\_\_\_\_  
Gregory Robert Gherkins

\_\_\_\_\_  
Sherrie Ricks Gherkins

\_\_\_\_\_  
Harold Dee Ricks

\_\_\_\_\_  
Suzette M. Ricks

\_\_\_\_\_  
David P. Daniels

\_\_\_\_\_  
Dawnell Daniels

\_\_\_\_\_  
WILLOW VALLEY CORP.,  
BY:

\_\_\_\_\_  
President

\_\_\_\_\_  
ABBAY CARPETS,  
BY:

\_\_\_\_\_

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, LYNETTE C. SELANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, VERDA IRENE REX MILLER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

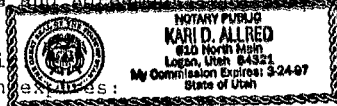
On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, RANDY REX COOK, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 15th day of May 1995, A.D. personally appeared before me, MARLON DEE SMITH, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

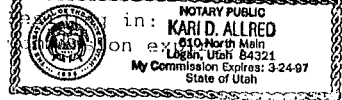
Residing in: \_\_\_\_\_  
Commission expires: \_\_\_\_\_ Notary Public



Kari D. Allred  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

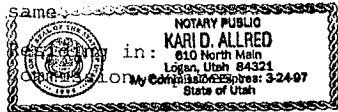
On this 15th day of May 1995, A.D. personally appeared before me, DENISE NYMAN SMITH, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.



Kari D. Allred  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

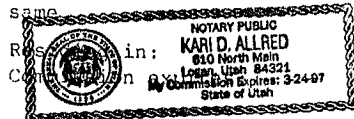
On this 15th day of May 1995, A.D. personally appeared before me, JEFFREY DONALD RAWLINGS; a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.



Kari D. Allred  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 15th day of May 1995, A.D. personally appeared before me, MARLA IRENE RAWLINGS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.



Kari D. Allred  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

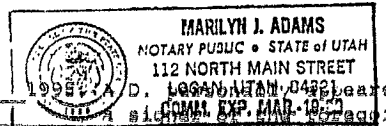
On this \_\_\_ day of \_\_\_ 1995, A.D. personally appeared before me, KIM D. STANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:

Notary Public

STATE OF UTAH )  
 ) ss.  
County of Cache )

On this 21st day of April 1995, A.D. personally appeared before me, GREGORY ROBERT GHERKINS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.



Residing in: Logan, Ut  
Commission expires: 3/19/98

Marilyn J. Adams  
Notary Public

STATE OF UTAH )  
 ) ss.  
County of )

On this \_\_\_ day of \_\_\_ 1995, A.D. personally appeared before me, SHERRIE RICKS GHERKINS, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:

Notary Public

*Lynn D. Brown*

Lynn D. Brown

*Trudy C. Brown*

Trudy C. Brown

*Shirley Cook*

Shirley Cook

A. James Larson

Phillip S. Selander

Lynette C. Selander

Verda Irene Rex Miller

Randy Cook Rex

Marlon Dee Smith

Denise Nyman Smith

Jeffrey Donald Rawlings

Marla Irene Rawlings

Kim D. Stander

*Gregory Robert Gherkins*

Gregory Robert Gherkins

Sherrie Ricks Gherkins

Harold Dee Ricks

Suzette M. Ricks

David P. Daniels

Dawnell Daniels

WILLOW VALLEY CORP.,

BY:

President

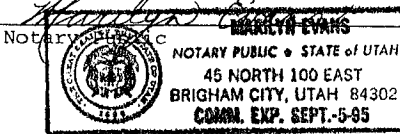
ABBEE CARPETS,

BY:

STATE OF UTAH )  
 ) ss.  
County of Box Elder )

On this 5<sup>th</sup> day of May 1995, A.D. personally appeared before me, LYNN D. BROWN, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

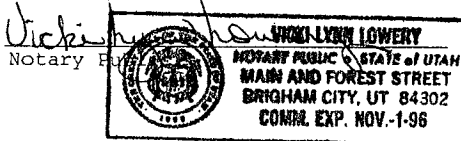
Residing in: Brigham City, Utah  
Commission expires: September 5, 1995



STATE OF UTAH )  
 ) ss.  
County of Box Elder )

On this 16 day of May 1995, A.D. personally appeared before me, TRUDY C. BROWN, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

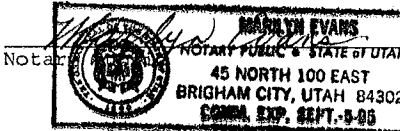
Residing in:  
Commission expires:



STATE OF UTAH )  
 ) ss.  
County of Box Elder )

On this 17<sup>th</sup> day of May 1995, A.D. personally appeared before me, SHIRLEY COOK, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that she executed the same.

Residing in: Brigham City, Utah  
Commission expires: Sept. 5, 1995



STATE OF UTAH )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, A. JAMES LARSON, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:

Notary Public

STATE OF UTAH )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 1995, A.D. personally appeared before me, PHILLIP S. SELANDER, a signer of the foregoing Conveyance and Agreement, who duly acknowledged to me that he executed the same.

Residing in:  
Commission expires:

Notary Public