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**RELEASE OF ALL CLAIMS  
AND GRANT OF LIFE ESTATE**

**THIS AGREEMENT**, made this 28<sup>th</sup> day of July, 2010, between **THE DARLENE F. MORTENSON FAMILY LIVING TRUST under Trust Agreement dated July 29, 2008**, (herein "the Landowner") and **EDWARD GLEN MORTENSON and MAXINE MORTENSON, his wife**, (herein "the Homeowners"), (sometimes herein referred to individually as "Ted" or "Maxine", respectively).

**WITNESSETH:**

**Recitals.** The Landowner is the fee title owner of approximately 598.99 acres of real property located in Morgan County, Utah, and more particularly described on Schedule I attached hereto and by reference made a part hereof (herein sometimes called the "Mortenson Farm"). Darlene F. Mortenson is the Grantor and principal beneficiary of the Darlene F. Mortenson Family Living Trust and is herein sometimes referred to as "Darlene". James A. Mortenson is a son of Darlene and the Trustee of the Trust. Edward Glen Mortenson (Ted) is a son of Darlene, and Maxine Mortenson is the wife of Ted. The Landowner intends to sell and convey the Mortenson Farm to Robert and Ange' Workman. The sale shall be subject to Life Estates on portions of the property reserved to Darlene (with respect to her home and adjoining properties located at 5530 South Highway 66) and to the Life Estate reserved to Ted and Maxine in accordance with the terms of this Agreement (with respect to the home located at 6000 South Highway 66). The sale to the Workmans is subject to the execution and delivery of this Agreement.

The Homeowners have been in possession of part of the Mortenson Farm, which part is known as 6000 South Highway 66, for a period of more than 20 years. The said property known as 6000 South Highway 66 is a parcel of land comprising 1.3603 acres shown on a survey plat prepared by Mountain Engineering of Morgan, Utah (William L. Holyoak, PE & RLS). Said plat is dated July, 1990 and is identified as Job Number "ME90-75", sheet 1 of 1. The legal description of said parcel is set forth on Schedule II attached hereto and by reference made a part hereof and the said parcel is hereafter referred to as "the Homesite Parcel". Access to the Homesite Parcel is via an old abandoned County Road, extending from Highway 66 to the said Homesite Parcel (herein "the Access Road".)

Although the Homeowners do not have legal title to the Homesite Parcel, they have made extensive valuable improvements to said parcel in the form of construction of a home on the parcel, drilling of a water well, improvements to the Access Road, and other site improvements.

In selling and conveying the property to the Workmans, which shall include the Homesite Parcel, it is the desire of Darlene that her son, Ted and his wife, Maxine, be compensated for the valuable improvements which they have made to the Homesite

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BRENDA NELSON, Recorder  
MORGAN COUNTY  
For: MOUNTAIN VIEW TITLE & ESCROW IN  
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Parcel and that they be granted the right to remain in possession of the home and Homesite Parcel for the remainder of their lives as provided for in this Agreement.

**NOW THEREFORE**, for valuable consideration, receipt whereof is hereby acknowledged, the parties have and do hereby agree as follows:

**1. Cash Payment to be Made to the Homeowners From the Proceeds of Sale of the Subject Property.** The Landowner agrees that upon closing of the sale to the Workmans, the Homeowners shall be paid the sum of \$250,000 cash from the proceeds of sale. It is anticipated that the sale shall close before August 6, 2010.

**2. Release of Claims.** Subject to the reservation of the Life Estate provided for by Paragraph 3 of this Agreement, the Homeowners shall and do hereby release, satisfy and discharge any and all claims of whatever character which the Homeowners may have or which may hereafter arise in favor of the Homeowners and against the Landowner and Darlene F. Mortenson or against the Mortenson Farm in any manner associated with the Homeowners possession of the Homesite Parcel and the construction by the Homeowners of the home and improvements located on the Homesite Parcel, including the house, the water well, Access Road and any other improvements. This release is intended to be a general release of all claims and shall satisfy and discharge any claim the Homeowners may have under the Utah Occupying Claimants Statute (Title 57, Chapter 6, Utah Code Annotated). The Homeowners hereby quit claim to the Landowner all of their right, title and interest in and to the Mortenson Farm (Schedule I), including the Homesite Parcel (Schedule II), subject however, to the Life Estate granted by paragraph 3 of this Agreement. Upon closing of the sale to the Workmans, and payment of the monies due the Homeowners per Paragraph 1, and recording of this Agreement, the Workmans shall have fee simple title to the entire Mortenson Farm and all improvements located thereon (including the Homesite Parcel), free and clear of any claim of the Homeowners, excepting, however, the Life Estate granted per Paragraph 3. Any improvements hereafter made to the Homesite Parcel shall be and become part of the real estate and no reimbursement shall be made to the Homeowners upon termination of the Life Estate or otherwise.

**3. Grant of Life Estate.** The Landowner hereby grants and conveys to the Homeowners, Edward Glen Mortenson and Maxine Mortenson, his wife, a Life Estate in and to the Homesite Parcel and all improvements thereon upon the following terms and conditions:

The Homeowners shall have the right to continue to occupy and to possess the Homesite Parcel and the home and improvements located thereon after the Workmans have closed on the purchase of the Mortenson Farm. They shall be entitled to full possession of the said parcel without the requirement of paying rent or giving security in connection with their use and occupancy of the property. They shall keep the property adequately insured against loss or damage by fire or other casualty and shall pay insurance premiums, together with all real and personal property taxes and assessments against the home and Homesite Parcel

and all utilities and other expenses of their occupancy. They shall pay all expenses ordinary or extraordinary which are reasonable or necessary to maintain the property in good condition and repair. In the event of the death of either of the Homeowners, the other shall have the continued right to remain in possession, subject to the terms of this paragraph. The Life Estate granted to the Homeowners includes the exclusive right to the use and occupancy of the home and other improvements located on the Homesite Parcel, together with the non-exclusive right to the use of the Access Road from Highway 66 and also the exclusive right to the use of the well and Water Right No. E2641 for culinary and irrigation purposes. If Maxine shall pre-decease Ted, the Life Estate shall continue for the use of Ted during his lifetime and shall terminate upon his death. If Ted shall pre-decease Maxine, the Life Estate shall continue for the benefit of Maxine and shall terminate upon the first to occur of (a) Maxine's death; (b) the remarriage of Maxine; (c) in the event Maxine shall co-habit with a person of the opposite sex, or (d) in the event Maxine shall elect to permanently move away from the property or shall fail to occupy the property for a period of twelve months. The Life Estate shall terminate in the event Ted or Maxine shall fail to pay property taxes, utilities or other expenses of the property as such sums become due or within 60 days after notice of default and demand for payment.

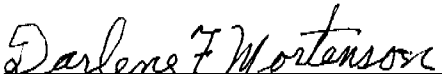
**4. Condition Precedent.** This Agreement is subject to closing of the sale of the Mortenson Farm to the Workmans; their payment of the full purchase price of the property, and payment to the Homeowners of the sum provided for by Paragraph 1 of this Agreement. In the event the sale transaction to the Workmans shall fail to close, then this Agreement shall be null and void in its entirety.

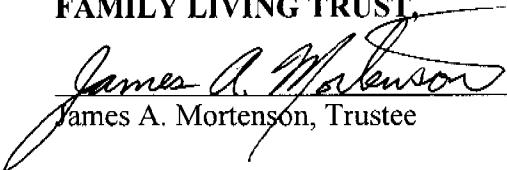
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement this 28<sup>th</sup> day of July, 2010.

**THE LANDOWNER:**

**APPROVED:**

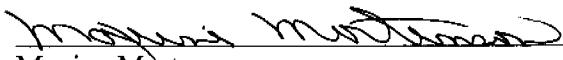
**THE DARLENE F. MORTENSON  
FAMILY LIVING TRUST.**

  
\_\_\_\_\_  
Darlene F. Mortenson

  
\_\_\_\_\_  
James A. Mortenson, Trustee

**THE HOMEOWNERS:**

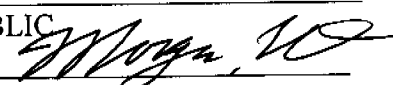
  
\_\_\_\_\_  
Edward Glen Mortenson

  
\_\_\_\_\_  
Maxine Mortenson

STATE OF UTAH )  
: ss.  
COUNTY OF MORGAN )

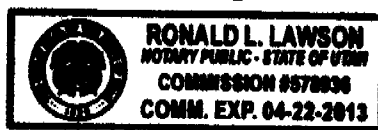
The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2010, by JAMES A. MORTENSON, Trustee of the Darlene F. Mortenson Family Living Trust under Trust Agreement dated July 29, 2008.

  
\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

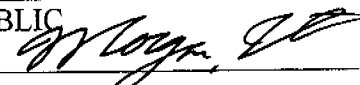
4-22-2010



STATE OF UTAH )  
: ss.  
COUNTY OF MORGAN )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of July, 2010, by EDWARD GLEN MORTENSON and MAXINE MORTENSON.

  
\_\_\_\_\_  
NOTARY PUBLIC

Residing at: \_\_\_\_\_

My Commission Expires:

4-22-2010



## SCHEDULE I

### TO RELEASE OF ALL CLAIMS AND GRANT OF LIFE ESTATE

#### Description of the Property (Mortenson Farm)

**PARCEL 1:**

ALL OF LOTS 13, 18, 19, 20 AND THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, LYING SOUTHWESTERLY OF THE MORGAN COUNTY ROAD, LESS AND EXCEPTING THE WEST 150 FEET OF LOT 13 LOCATED NORTH HIGHWAY 66, DEEDED TO DEPARTMENT OF NATURAL RESOURCES IN BOOK M71 AT PAGE 226.

LESS AND EXCEPTING THEREFROM TWO ACRES, MORE OR LESS, PREVIOUSLY CONVEYED FOR ROADWAY PURPOSES (BOOK M9, PAGE 58) AND 1.02 ACRES PREVIOUSLY CONVEYED TO JAMES A. MORTENSON (BOOK M9, PAGE 59).

**PARCEL 2:**

ALL OF LOTS 1, 2, 3, 4, 7, 8, 9, 10 AND THOSE PORTIONS OF LOTS 6 AND 11, SECTION 9, TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN, PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CORNER MARKER THE NORTHWEST CORNER OF SAID SECTION 9, AND RUNNING EASTERLY ALONG THE SECTION LINE WHICH IS THE NORTH BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN A WARRANTY DEED IN BOOK M86, AT PAGE 318 AS RECORDED IN THE OFFICE OF THE MORGAN COUNTY RECORDER; THENCE SOUTH 81°26' EAST 2474.34 FEET; THENCE EAST 870.82 FEET ALONG SAID SECTION LINE; THENCE SOUTH 00°02'11" EAST 3973.59 FEET; THENCE SOUTH 89°50'37" EAST 366.53 FEET; THENCE SOUTH 00°00'24" EAST 1164.27 FEET TO THE SECTION LINE; THENCE NORTH 86°28'12" WEST ALONG THE SECTION LINE TO THE SOUTHWEST CORNER OF SAID SECTION 9; THENCE NORTH 5280.00 FEET ALONG SECTION LINE TO THE POINT OF BEGINNING.

## SCHEDULE II

### TO RELEASE OF ALL CLAIMS AND GRANT OF LIFE ESTATE

#### Description of Homesite Parcel

A TRACT OF LAND SITUATE IN THE SOUTHEAST QUARTER OF SECTION 4,  
TOWNSHIP 2 NORTH, RANGE 3 EAST, SALT LAKE BASE AND MERIDIAN,  
U. S. SURVEY, MORGAN COUNTY, UTAH, BEING MORE PARTICULARLY  
DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4; THENCE  
NORTH 494.390 FEET; THENCE WEST 1571.734 FEET TO A POINT ON THE  
WESTERLY LINE OF AN OLD ABANDONED COUNTY ROAD, THE TRUE POINT OF  
BEGINNING:

THENCE SOUTH 31°11'31" EAST 129.812 FEET;  
THENCE SOUTH 69°16'49" EAST 203.969 FEET;  
THENCE SOUTH 19°52'09" WEST 78.541 FEET;  
THENCE SOUTH 34°02'08" WEST 78.912 FEET TO A POINT ON THE  
WESTERLY BANK OF EAST CANYON CREEK;  
THENCE NORTH 78°16'47" WEST 174.935 FEET ALONG SAID WESTERLY BANK  
OF EAST CANYON CREEK;  
THENCE NORTH 37°13'31" WEST 244.345 FEET ALONG SAID WESTERLY BANK  
OF EAST CANYON CREEK;  
THENCE NORTH 66°36'47" EAST 107.865 FEET;  
THENCE NORTH 33°37'29" EAST 59.513 FEET TO THE POINT OF  
BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 1.3603 ACRES, MORE OR  
LESS.