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When Recorded Return To
And Send Property Tax Notices To:

DOUG WESTBROOK
C/o Dixie Title Company
205 E. Tabernacle
St. George, Utah 84770

DOC # 20070015997

Special Warranty Deedage 1 of 5
Russell Shirts Washington County Recorder
03/30/2007 09:20:12 AMee \$ 21.00By DIXIE TITLE CO



SPECIAL WARRANTY DEED

WINDING RIVER ASSOCIATES, LLC, a Utah Limited Liability Company, "Grantor", hereby CONVEYS and WARRANTS against all claiming by, through or under Grantor, to the following "Grantees"

KENNETH J. GRAFF, as to an undivided 28.71344% interest; and

ROBERT J. PRINCE, as to an undivided 14.19104% interest; and

JAMES N. ENCE, as to an undivided 14.19104% interest; and

NEIL GLAUSER, as to an undivided 14.19104% interest; and

ROBERT DOUGLAS WESTBROOK, as to an undivided 28.71344% interest;

as part of an IRC 1031 tax deferred exchange, the following described tract of land in Washington County, State of Utah, the following described tract of land in Washington County, State of Utah:

See "Exhibit A" Legal Description, (Second Option Parcel)
attached hereto and incorporated herein by reference.

SUBJECT TO the following summarized covenants and conditions, (numbered for reference purposes only), incorporated in full by reference, of the Option Agreement between Grantor and Grantees, which covenants and conditions shall run with the Property and be binding upon and inure to the benefit of Grantor's and Grantee's successors and assigns:

See "Exhibit B" Covenants Running With Land,
attached hereto and incorporated herein by reference.

RESERVING TO GRANTOR the easements, restrictions and rights of way as contained in "Exhibit C", attached hereto and incorporated herein by reference.

SUBJECT TO easements, restrictions, reservations and rights of way currently appearing of record and those enforceable in law and equity.

NO WATER OR WATER RIGHTS are transferred by Grantor hereunder.

WITNESS the hand of said Grantor, this 27th day of March 2007.

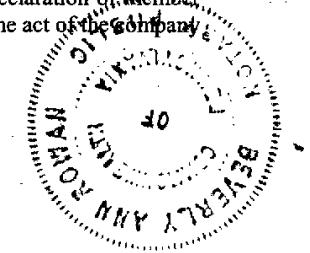
WINDING RIVER ASSOCIATES, LLC,
a Utah Limited Liability Company,

By Timothy M. Inghis
Timothy M. Inghis, Manager

COMMONWEALTH OF PENNSYLVANIA)
) ss
COUNTY OF ALLEGHENY)

On this 27th day of March 2007, before me personally appeared TIMOTHY M. INGLIS whose identity is personally known to or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is a manager of WINDING RIVER ASSOCIATES, LLC, a Utah Limited Liability Company, and that the foregoing document was signed by him on behalf of that company by authority of its declaration of member, and he acknowledged before me that the company executed the document and the document was the act of the company for its stated purpose.

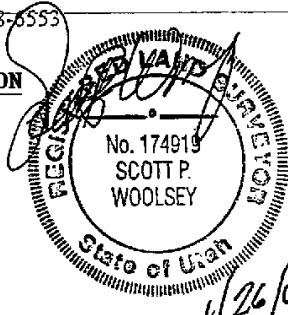
For Notarial Purposes Only	
	
Beverly Ann Rowan	
NOTARY PUBLIC COMMONWEALTH OF PENNSYLVANIA	
Address:	Notarial Seal
My Commission Expires:	Beverly Ann Rowan, Notary Public City Of Pittsburgh, Allegheny County My Commission Expires Nov. 23, 2010
Member, Pennsylvania Association of Notaries	



(3 pages to follow)

EXHIBIT A TO DEED: PROPERTY LEGAL DESCRIPTION

LEGAL DESCRIPTION FOR
 WINDING RIVER ASSOCIATES
 ASH HILLS 718 ACRE PARCEL
 (January 26, 2005)
 (Second Option Parcel)



Beginning at the East $\frac{1}{4}$ Corner of Section 10, Township 41 South, Range 13 West, Salt Lake Base and Meridian;

Thence North 00°11'15" West, along the Section line, a distance of 450.28 feet;

Thence North 89°52'43" East, a distance of 1,152.37 feet;

Thence South 15°25'20" East, a distance of 8.93 feet;

Thence South 26°10'01" East, a distance of 125.48 feet;

Thence South 45°51'49" East, a distance of 152.20 feet;

Thence South 00°00'48" East, a distance of 35.54 feet;

Thence North 66°44'07" East, a distance of 4.03 feet;

Thence South 00°07'15" East, along the 1/16th Section line, a distance of 2,845.22 feet, to the Southeast corner of the Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 11, Township 41 South, Range 13 West, Salt Lake Base and Meridian;

Thence South 00°10'11" East, along the 1/16th Section line, a distance of 2,540.05 feet, to the Southeast Corner of the Southwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, of Section 14, Township 41 South, Range 13 West, Salt Lake Base and Meridian;

Thence South 00°06'26" East, along the 1/16th Section line, a distance of 1,315.36 feet, to the Southeast Corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14;

Thence North 89°19'45" West, along the 1/16th Section line, a distance of 1,318.27 feet, to the Southwest corner of the Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 14;

Thence South 89°53'14" West, along the 1/16th Section line, a distance of 1,937.34 feet;

Thence South 00°47'08" East, a distance of 1,321.53 feet, to a point on the North line of Section 22, Township 41 south, Range 13 West, Salt Lake Base and Meridian;

Thence North 89°49'43" East, along the Section line, a distance of 641.07 feet, to the Northeast Corner of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 22;

Thence South 00°02'27" East, along the 1/16th Section line, a distance of 821.57 feet;

Thence South 89°59'06" West, a distance of 2,613.78 feet;

Thence North 00°03'36" West, a distance of 820.50 feet, to a point on the North line of said Section 22;

Thence North 00°48'00" West, along the 1/16th Section line, a distance of 1,320.49 feet, to the Northwest Corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, of said Section 15;

Thence South 89°58'57" East, along the 1/16th Section line, a distance of 1,327.52 feet, to the Northeast Corner of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$, of said Section 15;

Thence North 00°59'21" West, along the Center Section line a distance of 3,897.11 feet, to the North $\frac{1}{4}$ Corner of said Section 15;

Thence North 00°20'24" West, along the Center Section line, a distance of 2,811.01 feet;

Thence South 88°50'38" East, a distance of 1,657.75 feet;

Thence South 00°11'20" East, a distance of 155.33 feet, to a point on the Center Section line of said Section 10;

Thence South 88°50'36" East, along the Center Section line, a distance of 990.00 feet, to the Point of Beginning:

Containing: 718.00 acres, more or less.

TAX Serial No. T-182-A
 TAX Serial No. 3295-B

EXHIBIT B TO DEED: CONDITIONS RUNNING WITH LAND

THE FOLLOWING CONDITIONS AND RESERVATIONS ARE SUMMARIZED ONLY. FOR FULL DESCRIPTION THEREOF, OBTAIN COPY OF OPTION AGREEMENT FROM GRANTOR OR GRANTEE LISTED IN SPECIAL WARRANTY DEED.

7. Subject to "Permitted Encumbrances" as provided in the Option Agreement.

11. and 13.11 Grantee takes Second Option Parcel Property "as is" without warranties or representations from Grantor as to condition, cost, marketability, potential development or suitability of Second Option Parcel Property, zoning or land-use regulations on Second Option Parcel Property; with potential "Burdens" (as defined in 13.11.4.); Grantor shall have no responsibility for hazardous substances on the Second Option Parcel Property.

Grantor transfers no water or water rights with the Second Option Parcel Property.

13.16 Grantor makes no representations about mineral interests in the Second Option Parcel Property, but conveys any, if at all, interest it may have in mineral rights in the Second Option Parcel Property.

EXHIBIT C TO DEED: RESERVATION OF EASEMENTS & IMPROVEMENTS

THE FOLLOWING ARE RESERVATIONS ON THE SECOND OPTION PARCEL PROPERTY BY GRANTOR FOR EASEMENTS AND OTHER RIGHTS AND ARE SUMMARIZED ONLY. FOR FULL DESCRIPTION THEREOF, OBTAIN COPY OF THE EASEMENTS & IMPROVEMENTS AGREEMENT EXECUTED AS PART OF THE OPTION AGREEMENT AND RELATED PURCHASE AGREEMENT.

Grantor reserves to itself upon the Second Option Parcel Property non-exclusive easements on the Second Option Parcel Property for Access and Utility Easements for roadway (for vehicle and pedestrian traffic) and utility easements for the benefit of the Grantor's remaining 200 acre parcel adjacent to the Second Option Parcel (the approximate 200 acres of Grantor owned land adjacent to Second Option Parcel Property, which reflects a continuation of the reservation of easement through the First Option Parcel Property to allow such easement to the Second Option Parcel Property pursuant to closing on the First Option Parcel). [The lack of specificity at the time of recording of this Deed, does not reduce or negate the validity of such easements on the First and Second Option Parcel Properties for easements through to the 200 acres of remaining Grantor owned land adjacent to the Second Option Parcel Property, nor the obligation to provide the same pursuant to a separate agreement.]