

RIGHT OF FIRST REFUSAL AGREEMENT

This Agreement is made and dated **APRIL 15, 2003**, between **BENJAMIN A. FITZGERALD AND SYNDI R. FITZGERALD**, Grantors, residing at **HEBER CITY, UTAH**, and **CLARK F. FITZGERALD AND JEANNE FITZGERALD**, Grantees, residing at **HEBER CITY, UTAH**.

For good and valuable consideration paid by the Grantees, the receipt and adequacy of which is hereby acknowledged by the Grantors, the parties agree as follows:

Right of First Refusal

Grantors grant to Grantees a right of first refusal for the purchase of the real property located in the City of **HEBER**, **WASATCH** County, State of Utah, more particularly described in the annexed Exhibit A (the "Property"). Grantors and Grantee agree that if Grantors receive a bona fide offer from a third party for the purchase of all or any part of the Property, which offer Grantors are willing to accept, Grantors will give Grantees written notice thereof, and will send Grantee a copy of the proposed contract of sale to such third party. Grantees shall have the right to enter into a contract to purchase the Property at the same price and on the same terms as contained in the proposed contract of sale to the third party, which right of Grantees shall be paramount to the rights of the third party. If Grantees fail to exercise any such preemptive right within the time herein specified, Grantors shall be at liberty to enter into a contract for the sale of the Property with the third party at the same price and on the same terms as contained in the proposed contract of sale sent to Grantees.

Term of Right of First Refusal

This right of first refusal shall continue in effect until the conveyance of the Property in fee simple to Grantees or to a third party pursuant to the right of first refusal described above.

Assignment by Grantees

Grantees may assign their rights under this right of first refusal, but only to the successors in interest of Grantees' interest in the property described in Exhibit "A" annexed hereto.

Recording

This agreement shall be executed in recordable form and shall be recorded at Grantees' expense in the Office of the **WASATCH** County Recorder, and shall run with the land and be binding upon the heirs, successors and assigns of the Grantors and inure to the benefit of the heirs, successors and assigns of the Grantees.

Ent 258882 Bk 0629 Pg 0539-0540
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2003 JUN 9 8:36am Fee 12.00 MWC
FOR FOUNDERS TITLE COMPANY

Benjamin A. Fitzgerald
BENJAMIN A. FITZGERALD

Syndi R. Fitzgerald
SYNDI R. FITZGERALD

ACCOMMODATION RECORDING ONLY
FOUNDERS TITLE COMPANY MAKES NO
REPRESENTATION AS TO CONDITION
OF TITLE NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY
SUFFICIENCY OR AFFECT OF THIS
DOCUMENT OR THE RECORDING THEREON

STATE OF UTAH)
SS.
COUNTY OF WASATCH)

On this day personally appeared before me **BENJAMIN A. FITZGERALD AND SYNDI R. FITZGERALD** to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that **he/she/they** signed the same as **his/her/their** free and voluntary act and deed, for the uses and purposes therein mentioned. Given under my hand and official seal this 3 day of ~~APRIL~~ ^{June}, 2003.

Brittany W. Trumble
Notary Public

Residing at: *Heber, UT*

Commission Expires: *3/8/04*

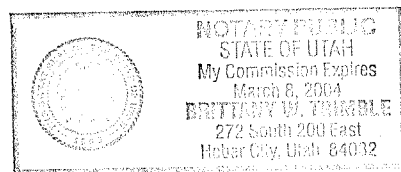


EXHIBIT "A"

Beginning at the Northwest corner of the Clark Fitzgerald property at a point where Easterly boundary of Highway 40 corners the North boundary fence of the Clark Fitzgerald property (said beginning point being the intersecting point of the existing right of way fence and the existing fence that runs along the North side of the property presently occupied by Clark Fitzgerald), being historically described as being at a point 2.10 chains East and 14.70 chains North $2^{\circ}30'$ East and North $2^{\circ}30'$ East and North $2^{\circ}30'$ East 7.01 chains from the Southwest corner of the Southeast quarter of the Northwest quarter of Section 29, Township 3 South, Range 5 East; and running thence East 560 feet along the North property line fence of the Clark Fitzgerald property; thence North 480 feet; thence West to the Easterly boundary of Highway 40; thence Southerly along the Easterly boundary line of Highway 40 the point of beginning.

Excepting therefrom that part of the above described property heretofore conveyed to J. Sterling Anderson and Louanna F. Anderson by deed from the Grantor, dated March 1, 1977, in Book 127 at page 300.

The following is shown for informational purposes only: Tax Serial No.OWC-0588-2.

E 258882 B 0629 P 0540