

Recorded at Request of GRANTEE - 985 East 500 South, High Utah 84010

at..... M. Fee Paid \$.....

by..... Dep. Book..... Page..... Ref.:

Mail tax notice to..... Grantee..... Address..... Same as above.....

4000749

WARRANTY DEED

UT-97836

[CORPORATE FORM]

THE R. K. BUIE COMPANY INCORPORATED and
BUIECORP INC.

organized and existing under the laws of the State of Utah, with its principal office at Salt Lake City, of County of Salt Lake, State of Utah, grantor, hereby CONVEY AND WARRANTS to

EVERETT C. HERBERT and RANDY HERBERT, husband and wife,
as joint tenants, with full rights of survivorship,

of Salt Lake County, State of Utah, grantee
TEN AND NO/100 (\$10.00) for the sum of DOLLARS.
and other good and valuable consideration
the following described tract of land in County,
State of Utah:

A Parcel of land located in Salt Lake County, described as follows:

BEGINNING at a point 2090.15 feet North and 932.27 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°08'13" West 253.37 feet; thence North 89°56' East 236.62 feet; thence South 01°02'24" West 253.42 feet; thence South 89°56' West 231.41 feet to the point of BEGINNING.

Said Parcel of land is subject to a 10 foot easement along the South boundary of the Parcel. Also, SUBJECT TO and TOGETHER WITH the Right of Way Described in EXHIBIT "A" attached hereto and by this reference made a part hereof. SUBJECT TO easements, restrictions and rights of way appearing of record or enforceable in law and equity. TOGETHER WITH 20% of three (3) shares of Water Stock, one share being in Green Ditch Water Company and two (2) shares in Newman Ditch Company. SUBJECT TO DECLARATION OF PROTECTIVE COVENANTS ATTACHED. The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 21st day of September, A. D. 1984.

UT-97836

Attest:
Connie C. Buie
Connie C. Buie, Secretary.

THE R. K. BUIE COMPANY INCORPORATED
By R. Kent Buie
R. Kent Buie, President.
BUIECORP INC.

Attest:
[CORPORATE SEAL]
Carol P. Buie
Connie P. Buie, Secretary.

Robert E. Buie
By: Robert E. Buie, President
ss.

County of Salt Lake

On the 21st day of September, A. D. 1984,
personally appeared before me R. KENT BUIE
who being by me duly sworn did say, each for himself, that he, the said R. KENT BUIE
is the president, and he, the said of THE
of R. K. BUIE COMPANY INCORPORATED, and that the within and foregoing
instrument was signed in behalf of said corporation by authority of a resolution of its board of
directors and said R. KENT BUIE
each duly acknowledged to me that said corporation executed the same. and that the seal affixed
is the seal of said corporation.

Wende Harris
Notary Public.

My commission expires January 20, 1985 My residence is Salt Lake City, Utah

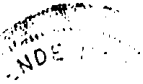
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UTAH TITLE AND ABSTRACT COMPANY

Salt Lake 355-7533 Tooele 882-3511 Davis 867-2273 773-1653 534-0422 Weber 621-7542

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

On the 21st day of September, 1984, personally appeared before me
ROBERT E. BUIE, who being by me duly sworn did say that he, the
said ROBERT E. BUIE is the President of BUIECORP INC., and that
the within and foregoing instrument was signed in behalf of said corporation
by authority of a resolution of its board of directors and said ROBERT E. BUIE
duly acknowledged to me that said corporation executed the
same.



Wanda Harris
Notary Public

My Commission Expires:
January 20, 1985

Residing at: Salt Lake City, Utah

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'IBIT "A"

(Attached to Warranty Deed dated September 21st, 1984, by and between THE R. K. BUIE COMPANY INCORPORATED and BUIECORP INC., Grantors, and EVERETT C. HERBERT and RANDY HERBERT, husband and wife, as joint tenants, with full rights of survivorship, Grantees.)

RIGHT OF WAY

BEGINNING at a point which is 2080.16 feet North and 932.40 feet East from the Southwest corner of Section 14, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}08'13''$ West 20 feet; thence North $89^{\circ}56'$ East 417.49 feet; thence South $0^{\circ}08'13''$ East 20.0 feet; thence South $89^{\circ}56'$ West 417.49 feet to the point of BEGINNING.

27 9/26/84
UTAH TITLE & RECORDS
REF. _____
DEP. _____
Scott Duce

Oct 3 3 42 PM '84

KATH L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

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DECLARATION OF
PROTECTIVE COVENANTS FOR
NEWMAN'S LANE SUBDIVISION

THIS DECLARATION is made this 21st day of September, 1984,
by THE R. K. BUIE COMPANY INCORPORATED and BUIECORP INC. (Declarant):

I. PURPOSE OF COVENANTS.

1.1 It is the intention of Declarant, expressed by its execution of this instrument, that the property within Newman's Lane Subdivision (non-regular) be developed and maintained as a highly desirable residential area. It is the purpose of these covenants that the present natural beauty, view and surrounding of Newman's Lane Subdivision (non-regular) shall be always protected insofar as it is possible in connection with the uses and structures permitted by the instrument. Declarant hereby declares that the Property and every part thereof is held and shall be held, conveyed, devised, leased, rented, encumbered, used, occupied, improved and otherwise affected in any manner subject to the provisions of this Declaration, each and all of which provisions are hereby declared to be in furtherance of the general plan and scheme of ownership referred to herein and are further declared to be for the benefit of the Property and every part thereof and for the benefit of each owner thereof. All provisions hereof shall be deemed to run with the land as covenants running with the land or as equitable servitudes as the case may be, and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter owning any interest in the Property.

II. DEFINITIONS.

2.1 Declarant: "Declarant" means Buie Associates, together with its successors and assigns.

2.2 Property: "Property" means that certain real property located in Salt Lake County, Utah, described in Exhibit "A" attached hereto.

2.3 Building: "Building" means any building constructed on the Property.

2.4 Lot: A "Lot" shall mean any parcel of property shown as such on the recorded Subdivision plat.

2.5 Subdivision: "Subdivision" shall mean Newman's Lane Subdivision (non-regular) as approved by Salt Lake County.

III. NEWMAN'S LANE (non-regular) HOMEOWNERS ASSOCIATION.

3.1 General Purposes and Powers: Newman's Lane Homeowners Association ("Association") has been formed and incorporated as a Utah non-profit corporation constituted to perform functions as provided in this Declaration and to further the common interests of all owners of property which may be subject, in whole or in part, to any or all of the provisions, covenants, conditions and restrictions contained in the Declaration. The Association shall be obliged to and shall assume and perform all functions and obligations imposed on it or contemplated for it under this Declaration and any similar

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functions or obligations imposed on it or contemplated for it under any Supplemental or Amended Declaration with respect to any Property now or hereafter subject to this Declaration. The Association shall have all powers necessary or desirable to effectuate these purposes. It shall not engage in commercial, profit making activity.

3.2 Membership in Newman's Lane Homeowners Association:

All persons who own any of the lands in the Subdivision, by whatever means acquired, shall automatically become Members of the Association, in accordance with the Articles of Incorporation and Bylaws of said Association as presently in effect and as the same may be duly amended from time to time and also filed or recorded in the Salt Lake County records.

IV. ARCHITECTURAL COMMITTEE.

4.1 Architectural Committee: The Architectural Committee shall consist of all Lot Owners. Said Architectural Committee shall have and exercise all of the powers, duties and responsibilities set out in this instrument.

4.2 Approval by Architectural Committee: No improvements of any kind, including but not limited to dwelling houses, swimming pools, ponds, parking areas, fences, walls, tennis courts, garages, drives, bridges, antennae, flag poles, curbs and walks shall ever be erected, altered or permitted to remain on any lands within the Subdivision, nor shall any excavating, alteration of any stream, clearing, removal of trees or shrubs, or landscaping be done on any lands within the Subdivision, unless the complete plans and specifications therefor are approved by the Architectural Committee prior to the commencement of such work. Plans for dwelling houses and garages must be prepared by a licensed architect. A fee of \$50.00 shall be paid to the Architectural Committee to cover costs and expenses of review. Improvements costing less than \$500.00 shall be submitted as directed to the Architectural Committee for approval but the fee of \$50.00 shall not be required. The Architectural Committee shall consider the materials to be used on the external features of all buildings or structures, including exterior colors, harmony of external design with existing structures within said subdivision, location with respect to topography, finished grade elevations and harmony of landscaping with the natural setting. The complete architectural plans and specifications must be submitted in duplicate and must include at least four different elevation views. One complete copy of plans and specifications shall be signed for identification by the owner and left with the Architectural Committee. In the event the Architectural Committee fails to take any action with 45 days after complete plans for such work have been submitted to it, then all of such submitted plans shall be deemed to be approved. In the event the Architectural Committee shall disapprove any plans, the person submitting such plans may appeal the matter at the next annual or special meeting of the Members of the Association, where an affirmative vote of at least two-thirds of the membership shall be required to change the decision of the Architectural Committee.

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4.3 Variances: Where circumstances, such as topography, hardship, location of property lines, location of streams or other matters require, the Architectural Committee may, by an affirmative vote of a majority of the members of the Architectural Committee, allow reasonable variances as to any of the architectural covenants and restrictions contained in this instrument, on such terms and conditions as it shall require.

4.4 General Requirements: The Architectural Committee shall exercise its best judgment to see that all improvements, construction, landscaping and alterations on the lands within the Subdivision conform and harmonize with the natural surroundings and with existing structures with relation to external design, materials, color, siting, height, topography, grade and finished group elevation.

All external construction materials used for external walls and chimneys must be of natural wood or natural stone with the below-limited use of brick and approved stucco. Log homes or split log homes shall not be allowed in the Subdivision. The use of aluminum, plywood, T-111, pressed board, or cinderblock as an external finishing material shall be prohibited. (Aluminum Facia and Soffits are allowed.) Architecturally scored block may be used on out buildings in rear yards. Paint and stain colors on external surfaces must be earth tone. All bright or brilliant colors are prohibited. Roofing materials of natural wood shake are encouraged. (Asphalt shingle or tar and gravel roofs are prohibited.) Homes must be designed using energy-efficient materials such as high rating insulation and double-pane or insulated windows. Energy-efficient heating systems are to be encouraged.

4.5 Preliminary Approvals: Persons who anticipate constructing improvements on lands within the Subdivision, whether they already own lands or are contemplating the purchase of such lands, may submit preliminary sketches or such improvements to the Architectural Committee for informal and preliminary approval or disapproval. All preliminary sketches shall be submitted in duplicate and shall contain a proposed site plan, together with sufficient general information on all aspects that will be required to be in the complete plans and specifications to allow the Architectural Committee to act intelligently to give an informed and preliminary approval or disapproval. The Architectural Committee shall never be finally committed or bound by any preliminary or informal approval or disapproval.

4.6 Plans: The Architectural Committee shall disapprove any plans submitted to it which are not sufficient for it to exercise the judgment required of it by these covenants.

4.7 Architectural Committee Not Liable: The Architectural Committee shall not be liable in damages to any person submitting any plans for approval, or to the Association or to any owner or owners of lands within the Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans. Any person acquiring the title to any Property

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in the Subdivision or any person submitting plans to the Architectural Committee for approval, by so doing, shall be deemed to have agreed and covenanted that he will not bring any action or suit to recover damages against the Architectural Committee, its members as individuals, or its advisors, employees or agents.

4.8 Written Records: The Architectural Committee shall keep and safeguard complete written records of all applications for approval submitted to it (including one set of all preliminary sketches and all architectural plans so submitted) and of all actions of approval or disapproval and all other actions taken by it under the provisions of this instrument which records shall be maintained for a minimum of five years after approval or disapproval.

V. GENERAL RESTRICTIONS ON ALL PROPERTY.

5.1 Zoning Regulations: No lands within the Subdivision shall ever be occupied or used by or for any Building or purpose or in any manner which is contrary to the zoning regulations applicable thereto validly in force from time to time.

5.2 No Mining, Drilling or Quarrying: No mining, quarrying, tunneling, excavating or drilling, (except for water,) for any substances within the earth, including oil, gas, minerals, gravel, sand, rock and earth shall ever be permitted on the surface of the Property.

5.3 No Business Uses: The Lots within the Property shall be used exclusively for residential living purposes, such purposes to be confined to approved and residential Buildings within the Property. No Lots within the Property shall ever be occupied or used for any commercial or business purposes, provided, however, that nothing in the Paragraph 5.3 shall be deemed to prevent (a) Declarant or its duly authorized agent from using any Lot owned by Declarant as a sales office, sales model, property management office or rental office, or (b) any owner or his duly authorized agent from renting or leasing said owner's residential Building for residential uses from time to time, subject to all of the provisions of this Declaration.

5.4 Restriction on Signs: With the exception of a sign no larger than three square feet identifying the architect and a sign of similar dimension identifying the prime contractor to be displayed only during the course of construction and a sign no larger than three square feet for the owner to advertise his home or lot for sale, no signs or advertising devices, including but without limitation, commercial, political, informational or directional signs or devices, shall be erected or maintained on any of the Property, except signs approved in writing by the Architectural Committee as to size, materials, color and location: (a) as necessary to identify ownership of the Lot and its address; (b) as necessary to give directions; (c) to advise of rules and regulations; (d) to caution or warn of danger; and (e) as may be required by law.

5.5 No Resubdivision: No lot shall be resubdivided and no Building shall be constructed or allowed to remain on any tract that comprises less than one full lot.

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5.6 Underground Utility Lines: All water, gas, electrical, telephone and other electronic pipes and lines and all other utility lines within the limits of the Property must be buried underground any may not be exposed above the surface of the ground.

5.7 Service Yards: All clothes lines, equipment, service yards or storage piles on any Lot in the Property shall be kept screened by approved planting or fencing so as to conceal them from the view of neighboring Lots, streets, access roads and areas surrounding the Property.

5.8 Maintenance of Property: Landscaping, approved by the Architectural Committee, shall be installed (within one calendar year) following the occupancy of the dwelling house erected on the Lot. All Landscaping, all property and all improvements on any Lot shall be kept and maintained by the owner thereof in clean, safe, attractive, thriving and slightly condition and in good repair.

5.9 No Noxious or Offensive Activity: No noxious or offensive activity shall be carried on upon any Property nor shall anything be done or placed on any Property which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others.

5.10 No Hazardous Activities: No activities shall be conducted on any Property and no improvements constructed on any Property which are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms shall be discharged upon any Property; and no open fires shall be lighted or permitted on any Property except in an contained barbecue unit while attended and in use for cooking purposes or within a safe and well-designed interior fireplace.

5.11 No Unsightliness: No unsightliness shall be permitted upon the Property. Without limiting the generality of the foregoing, (a) any unsightly structures, facilities, equipment, tools, boats, vehicles, objects and conditions shall be appropriately screened from view; (b) no trailers, mobile homes, tractors, truck campers or trucks other than pickup trucks shall be kept or permitted to remain unenclosed upon the Property; (c) no vehicles, boat or equipment shall be constructed, reconstructed, repaired or abandoned upon the Property, (unless concealed from road and neighbor visibility); (d) no lumber, grass, shrub or tree clippings, plant waste, metals, bulk materials or scrap shall be kept, stored or allowed to accumulate on the Property; (e) refuse, garbage and trash shall be placed and kept within an enclosed structure or appropriately screened from view; (f) hanging, drying or airing of clothing or household fabrics shall not be permitted if visible from Buildings, Lots or areas surrounding the Property, (g) No parking of any vehicles on the common right of way shall be allowed.

5.12 No Annoying Lights, Sounds or Odors: No light shall be emitted from any Lot or Property which is unreasonably bright or causes unreasonable glare; no sound shall be emitted from any Lot or Property which is unreasonably loud or annoying including but without limitation, speakers, horns, whistles, bells or other sound devices; and no odors shall be emitted from any Lot or Property which are noxious or offensive to others.

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5.13 Rules and Regulations: No owner shall violate the rules and regulations for the use of the Lots as adopted from time to time by the Association. No such rules or regulations shall be established which violate the intention or provisions of this Declaration or which shall unreasonably restrict the use of any Lot by the owner thereof.

VI. RESTRICTIONS ON LOTS.

6.1 Number and Location of Buildings: No Buildings or structures shall be placed, erected, altered or permitted to remain on any Lot other than one single family dwelling house, and one garage together with related non-residential structures and improvements of the types described in Section 4.2 hereof. Each Lot must be improved with a garage with at least a two-car capacity at the time of construction of the dwelling house on the Lot.

The building sites for all such Buildings and structures shall be approved by the Architectural Committee. In approving or disapproving the building sites, the Architectural Committee shall take into consideration the locations with respect to topography and finished grade elevations and the effect thereof on the setting and surroundings of the Subdivision.

6.2 Residence Floor Area: The residence structure which may be constructed on a Lot in the Property shall have a minimum living floor area, exclusive of garages, balconies, porches and patios of 2,700 square feet for a one floor structure and a minimum of 3,500 total square feet for split entry and two story homes.

6.3 Dwelling House to be Constructed First: No garage or other structure shall be constructed on any Lot until after commencement of construction of the dwelling house on the same Lot except as otherwise specifically permitted by the Architectural Committee. All construction and alteration work shall be prosecuted diligently, and each Building structure, or improvement which is commenced on any Lot shall be entirely completed within 18 months after commencement of construction.

6.4 Setbacks: All Buildings and structures on all Lots shall conform to area zone requirements. (A minimum of 50 feet from the center of the road is required. All out buildings must be within 1 foot of back and side property line.)

6.5 Height Limitations: No buildings shall be erected to a height greater than 32 feet nor less than 16 feet, measured from natural or unmodified grade at the building site to the highest point of the roof. This measurement applies to all elevations of the building, the intent being that buildings will conform with and reflect the natural contour of the land.

6.6 Towers and Antennae: No Towers, and no exposed or outside radio, television or other electronic antennae, with the exception of television receiving antennae shall be allowed or permitted to remain on any Lot.

6.7 Used or Temporary Structures: No used or previously erected or temporary house or structure and no house trailer, mobile home, camper or non-permanent outbuilding shall ever be placed, erected, or allowed to remain on any Lot except during construction periods, and no dwelling house shall be occupied in any manner prior to its completion and the issuance of a certificate of occupancy by the County of Salt Lake.

6.8 Fences: It is the general intention that all perimeter fencing within the Property have a continuity of appearance in keeping with the setting and surroundings of the Property. The term "perimeter fencing" is defined to mean fences along or near Lot lines or fencing not connected with a building or structure. All perimeter fencing shall be of type approved and specified by the Architectural Committee. (No fences will be allowed within 50 feet of the center line of the road.) Interior fences, screens or walls which are associated or connected with a Building or structure may be of such design, material and height as may be approved by the Architectural Committee.

6.9 Flashings and Roof Gutters: Flashing or roof gutters or other metal fitting on the exterior of Buildings shall be painted to match adjacent materials on Buildings.

VII. ENFORCEMENT.

7.1 Enforcement and Remedies: The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to the Association or Lots shall be enforceable by the Declarant or by any owner of a Lot subject to this Declaration by a proceeding for a prohibitive or mandatory injunction. The obligations, provisions, covenants, restrictions and conditions contained in this Declaration or any Supplemental or Amended Declaration with respect to a person or entity other than the Association or Declarant shall be enforceable by Declarant or the Association by a proceeding for a prohibitive or mandatory injunction. If court proceedings are instituted in connection with the rights of enforcement and remedies provided in this Declaration, the prevailing party shall be entitled to recover its costs and expenses in connection therewith, including reasonable attorneys' fees.

7.2 Protection of Encumbrances: No violation or breach of any provision, restriction, covenant or condition contained in this Declaration or any Supplemental or Amended Declaration and no action to enforce the same shall defeat or render invalid the lien of any mortgage or deed of trust taken in good faith and for value and perfected by recording prior to the time of recording of an instrument giving notice of such violation or breach, or the title or interest of the holder thereof or the title acquired by any purchaser upon foreclosure of any such mortgage or deed of trust. Any such purchaser shall, however take subject to this Declaration and any Supplemental or Amended Declaration except only that non-continuing violations or breaches which occur prior to such foreclosure shall not be deemed breaches or violations hereof with respect to such purchaser, his heirs, personal representatives, successors and assigns.

7.3 Limited Liability: Neither Declarant, the Association, the Board of Trustees of the Association, the Architectural Committee nor any member, agent or employee of any of the same shall be liable to any party for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice.

VIII. GENERAL PROVISIONS.

8.1 Duration of Declaration: Any provision, covenant, condition, or restriction contained in this Declaration or any Supplemental or Amended Declaration which is subject to the common law rule sometimes referred to as the rule against perpetuities, shall continue and remain in full force and effect for the period of 50 years or until this Declaration is terminated as hereinafter provided, whichever first occurs. All other provisions, covenants, conditions and restrictions contained in this Declaration or in any Supplemental or Amended Declaration shall continue and remain in full force and effect until July 4, 2233 A.D., provided, however, that unless at least one year prior to said time of expiration, there is recorded an instrument directing the termination of this Declaration, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration, said other provisions, covenants, conditions and restrictions shall continue automatically for an additional ten years and thereafter for successive periods of ten years unless, at least one year prior to the expiration of any such extended period of duration, this Declaration is terminated by recorded instrument directing termination signed by the owners of not less than two-thirds of the Lots then subject to this Declaration as aforesaid.

8.2 Amendment or Revocation: At any time while any provision, covenant, condition or restriction contained in this Declaration or any Supplemental or Amended Declaration is in force and effect, it may be amended or repealed by the recording of a written instrument specifying the amendment or the repeal, executed by the owners of not less than two-thirds of the Lots then subject to this Declaration. No such amendment or repeal shall be effective with respect to the holder or successor or assign of the holder of a mortgage or deed of trust recorded prior to recording of the instrument specifying the amendment or repeal unless such holder executes the said instrument.

8.3 Severability: Invalidity or unenforceability of any provision of this Declaration or of any Supplemental or Amended Declaration in whole or in part shall not affect the validity or enforceability of any other provision or valid and enforceable part of a provision of this Declaration.

8.4 Captions: The captions and headings in this instrument are for convenience only and shall not be considered in construing any provision, restriction, covenant or condition contained in this Declaration.

8.5 No Waiver: Failure to enforce any provision, restriction, covenant or condition in this Declaration or in any Supplemental or Amended Declaration shall not operate as a waiver of any such provision,

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restriction, covenant or condition.

IN WITNESS WHEREOF, THE R. K. BUIE COMPANY INCORPORATED and BUIECORP INC. have executed this Declaration the day and year first above written.

THE R. K. BUIE COMPANY INCORPORATED

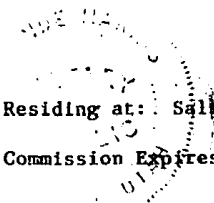
BUIECORP INC.

R. Kent Buie
By: R. Kent Buie, President

Robert E. Buie
By: Robert E. Buie, President

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

On the 21st day of September, 1984, personally appeared before me R. KENT BUIE, who being by me duly sworn did say that he, the said R. KENT BUIE is the President of THE R. K. BUIE COMPANY INCORPORATED, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors and said R. KENT BUIE duly acknowledged to me that said corporation executed the same.

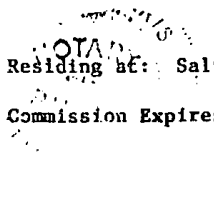


Wendie Harris
NOTARY PUBLIC

Residing at: Salt Lake City, Utah
Commission Expires: January 20, 1985

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Wendie Harris
NOTARY PUBLIC

Residing at: Salt Lake City, Utah
Commission Expires: January 20, 1985

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