

00849314 Bk 1594 Pg 0326
RUSSELL SHIRTS * WASHINGTON CO RECORDER
2003 NOV 04 13:57 PM FEE \$20.00 BY AMH
FOR: SOUTHERN UTAH TITLE CO

WHEN RECORDED, MAIL TO GRANTEE:
LAYTON P. OTT
987 W. Shadow Pointe Drive
St. George, Utah 84770

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 LAYTON P. OTT, an individual, Grantee, for the sum of Ten & no/100ths Dollars (\$10.00), and other good and valuable consideration, the following described tract of land in Washington County, State of Utah:

See "Exhibit A" legal description,
attached hereto and incorporated herein by reference.

SUBJECT TO the following summarized covenants and conditions, incorporated in full by reference, of the Real Estate Purchase Agreement between Grantor and Grantee, 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:

Those items listed in the Real Estate Purchase Agreement as intended to survive closing and as outlined in said document in paragraphs 5, 7, 8, 9, 11, 14, 19 and 21, as more fully set forth on Exhibit "B" attached hereto and made a part hereof.

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

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NO WATER OR WATER RIGHTS are transferred by Grantor hereunder.

WITNESS the hand of said Grantor, this 31st day of October 2003.

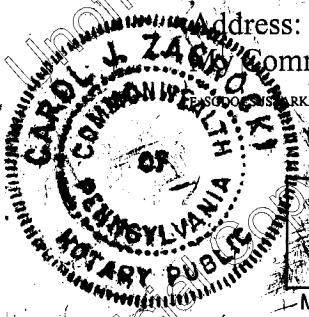
WINDING RIVER ASSOCIATES, LLC,
a Utah Limited Liability Company,

By Timothy M. Inglis
Timothy M. Inglis, Manager

COMMONWEALTH OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On this 31st day of October, 2003, 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.

Carol J. Zagrocki
NOTARY PUBLIC
Address: Pittsburgh PA 15222
Commission Expires: 10-21-2006



Notarial Seal
Carol J. Zagrocki, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Oct. 21, 2006
Member, Pennsylvania Association Of Notaries

5. Seller agrees to pay normal expenses associated with the Property until closing at which time real estate taxes on the Property for the current year only shall be prorated between Seller and Buyer. **Buyer specifically assumes all remaining obligations of the Property for the Special Improvement District assessments associated with and assessed against the Property. Buyer specifically assumes any assessment resulting from a change in use or tax status of the Property effected by the sale of the Property or change in use of the Property, namely, any Washington County roll-back taxes payable for periods prior to closing on the Property.**

7. After the closing of the sale of the Property under this Agreement, Seller shall have no responsibility for the presence of any hazardous substances on the Property and Buyer waives any claims therefor against Seller. After closing of the sale of the Property under this Agreement, Buyer agrees to indemnify Seller and to save it harmless from all claims, loss and expense, including but not limited to attorney fees, for claims by any person or entity in connection with, related to, resulting from or associated with the presence or alleged presence of any hazardous substance on the Property, including any claims by local, state or federal governments or agencies or departments thereof.

8. Buyer acknowledges that Seller has disclosed that there may be dirt roads or trails on the Property. Third-party(ies) may have easements, rights-of-way or other similar-type interests evidenced by the dirt roads or trails, referred to collectively herein as the "Burden". Seller makes no representations or warranties as to the status (legal or equitable), ownership, or rights pertaining to the Burden. Buyer is aware of the possibility of such Burden and has made, or has had the opportunity to make, independent inquiry and investigation of the Burden prior to execution of this Agreement and, at closing, Buyer shall take title to the Property subject to the Burden. After closing, Buyer assumes all responsibility for the Burden, including without limitation any claims made by third-party(ies) relating to the Burden. By closing, Buyer waives any claims against Seller resulting from the Burden.

9. Buyer represents, and Seller relies upon such representation, that any developments or improvements placed on the Property shall be at a minimum of the same quality and standard as other developments by Buyer in the area. Because Seller will continue to own real property adjacent to and in the general vicinity of the Property, Buyer understands Seller's interest and investment which could be negatively affected by projects, developments or improvements on the Property of a quality and standard below the quality and standard of other developments by Buyer in the area. Buyer specifically agrees that the following shall not be allowed on the Property: Mobile home/RV parks, campgrounds or subdivisions; junk yards; auto storage; other uses generally understood in good-faith as being less than desirable uses and not consistent with at least the same quality and standard as other developments by Buyer in the area. This Paragraph 9 is intended to survive the closing and shall act as a condition running with the Property.

*Mobile home/RV Park

11. After full execution of this Agreement by the parties, Seller and Buyer shall to the extent required by State or local law--begin the process of obtaining approval from Hurricane City to subdivide the Property in order to accommodate the conveyance of the Property to Buyer pursuant to this Agreement. Approval, if required by Hurricane City, is not required to be obtained prior to closing nor is a condition of closing nor shall it prevent closing; however, Seller agrees to fully cooperate and take necessary steps to obtain such approval in a good-faith, expeditious manner, if such is required by Hurricane City. Any failure on behalf of Hurricane City to approve such shall

Handwritten signature and date:
P.O.A.
Nov 4, 2003

not be considered a breach of this Agreement and the Parties agree to cooperate together in a good faith manner to contest or appeal any non-approval decision for a request to "subdivide" by Hurricane City. Buyer accepts the Property and sale herein, notwithstanding future decisions by Hurricane City pursuant to this provision.

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14. Buyer has undertaken, or has had the opportunity to undertake, independent inquiry and investigation prior to execution of this Agreement and closing regarding zoning and other land use regulations and legislation pertaining to the Property, including requirements pertaining to land use and development permits. Seller makes no warranties or representations regarding the current or future zoning designation of the Property or suitability of the Property for Buyer's intended or actual use. Seller assumes no responsibility in assisting Buyer in obtaining a different or changed zoning designation or variance either before or after closing of the sale of the Property under this Agreement, if such is desired by Buyer for its intended or actual use. Seller further makes no representations regarding land use regulations and legislation and Seller assumes no responsibility in assisting Buyer in obtaining any land use and development permits or in obtaining municipal or governmental approval for developing the Property either before or after closing of the sale of the Property under this Agreement.

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19. Parties acknowledge that the roadway known as 600 North in Hurricane City and which travels adjacent to, or through, a portion of the Property may not have been officially recorded as a dedicated street to Hurricane City. To the extent that such results in an exception to title, the Seller represents that it will cooperate and execute an appropriate road dedication plat when the same is prepared by Hurricane City. Buyer shall accept the Property subject to this possible exception to title relying on Seller to cooperate in the future with Hurricane City in executing an appropriate street dedication plat. This Paragraph 19 is intended to survive the closing.

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21. As soon as reasonably possible after closing, Seller shall quit-claim an appropriate non-exclusive underground utility easement to Buyer to accommodate Buyer's desires and need for an easement for utilities to service the Property across real estate owned by Seller which is adjacent to the Property to the west. All engineering and installation and expenses associated with the easement and eventual installation of the utilities shall be the responsibility of, and at the expense of, Buyer. As a material part of this provision and as consideration therefore, Buyer shall install such utilities in a location on Seller's real property--which location must be approved by Seller--and such utilities shall be sized to, and reserved for, utility usage for the Seller's land capable of service by the utilities. If determined necessary by either party, the provisions and intent of this Paragraph 21 shall be adopted into a written easement agreement following closing. Said easement agreement shall be reasonably acceptable to both parties and be consistent with the purpose and intent of this Paragraph 21. This provision is intended to survive the closing.

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EXHIBIT "A" - LEGAL DESCRIPTION

PARCEL A:

Beginning at a point North 0°03'45" West 40.00 feet from the South Quarter Corner of Section 30, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being on the North right-of-way line of 600 North Street as platted, and running thence North 89°57'11" West 749.92 feet to a point on the East boundary line of the Washington County Water Conservancy District Parcel, identified as H-3-1-30-1308 and H-3-1-30-3104; thence North 0°02'49" East 949.84 feet; thence South 77°41'58" East 337.98 feet; thence North 55°21'45" East 437.34 feet; thence North 59°47'30" East 303.53 feet; thence South 0°07'56" West 1279.55 feet; thence South 89°56'26" West 200.26 feet to the point of beginning.

PARCEL B:

Commencing at the South Quarter Corner of Section 30, Township 41 South, Range 13 West, Salt Lake Base and Meridian, and running thence North 0°03'45" West 40.00 feet; thence North 89°57'11" West 749.92 feet; thence North 0°02'49" East 949.84 feet to the true point of beginning; thence North 0°02'49" East 573.98 feet; thence South 84°50'01" East 746.53 feet; thence South 0°07'56" West 177.71 feet; thence North 89°55'53" East 208.80 feet; thence South 59°47'30" West 303.53 feet; thence South 55°21'45" West 437.34 feet; thence North 77°41'58" West 337.98 feet to the true point of beginning.

PARCEL C:

Beginning at a point South 0°03'23" East 40.00 feet from the North Quarter Corner of Section 31, Township 41 South, Range 13 West, Salt Lake Base and Meridian, said point being on the South right-of-way line of 600 North Street as platted; and running thence North 89°56'26" East, along said right-of-way line, 199.99 feet; thence South 0°07'56" West 462.37 feet; thence North 89°44'10" West 168.68 feet; thence South 0°06'34" East 2134.07 feet to a point on the East-West Quarter Center of Section line; thence South 89°57'29" West along said Quarter Section Line, 963.86 feet; thence North 0°06'34" West 2173.08 feet to the point of curvature of a non-tangent curve, concave to the Northwest, having a radius of 1041.24 feet a central angle of 10°15'08", and a chord of 186.07 feet bearing North 60°03'15" East; thence along said curve, to the left, a distance of 186.31 feet; thence North 54°55'41" East 271.33 feet to the point of curvature of a non-tangent curve, concave to the Southeast, having a radius of 958.67 feet a central angle of 35°02'56", and a chord of 577.34 feet bearing North 72°25'45" East; thence Northeasterly, to the right, along said curve, a distance of 586.44 feet to the point of beginning.

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