

# Planning Commission Staff Report

August 11, 2016

## Item 2

**Applicant:** David &

Michele Broadbent

**Location:** 1255 S & 1500 E

**Prepared by:** Sean Conroy,  
Community Development  
Director

**Public Hearing:** Yes

**Zone:** A-2, CE-1

**Attachments:**

1. Application  
Materials.
2. Neighbors'  
correspondence.

### REQUEST

Consideration of a request for a Conditional Use Permit to operate an existing single-family residence as a short-term vacation rental located at 1255 South and 1500 East in the Agricultural-Residential A-2 zone.

### BACKGROUND AND PROJECT DESCRIPTION

The subject property consists of two parcels totaling approximately 10.9 acres in size, with approximately 7.15 acres in the A-2 zone and 3.75 acres in the CE-1 zone. The property is developed with a single family dwelling and an accessory unit. The accessory unit sits on top of a small hill above the main dwelling. Just east of the accessory unit, the property slopes steeply upwards along the Mapleton bench. The property does not have frontage on a City street but has a driveway access from 1600 South.

The applicant is requesting a conditional use permit to operate the property as a short term rental. The applicant is suggesting a maximum occupancy if both the house and the accessory unit are rented together of 32 people.

### EVALUATION

**Access:** This application was originally submitted in 2015. At that time, a question regarding legal access was raised by a neighboring property owner. Based on this concern staff requested that the applicant provide evidence of legal access to the property. The applicant has submitted an explanation of access to the property that is included in attachment "1".

The applicant states that an access easement was granted to the residence in 1976 and has been used continuously since that time. However, a neighboring property owner contends that more recent easements supersede the 1976 easement and do not permit a change in use (see attachment "2").

Staff has discussed this issue with the City attorney and he has recommended that this item be continued until the two parties can resolve their differences with respect to access. Because of this, staff has not included any additional analysis in this report regarding compliance with city ordinances.

### RECOMMENDATION

Continue the application.

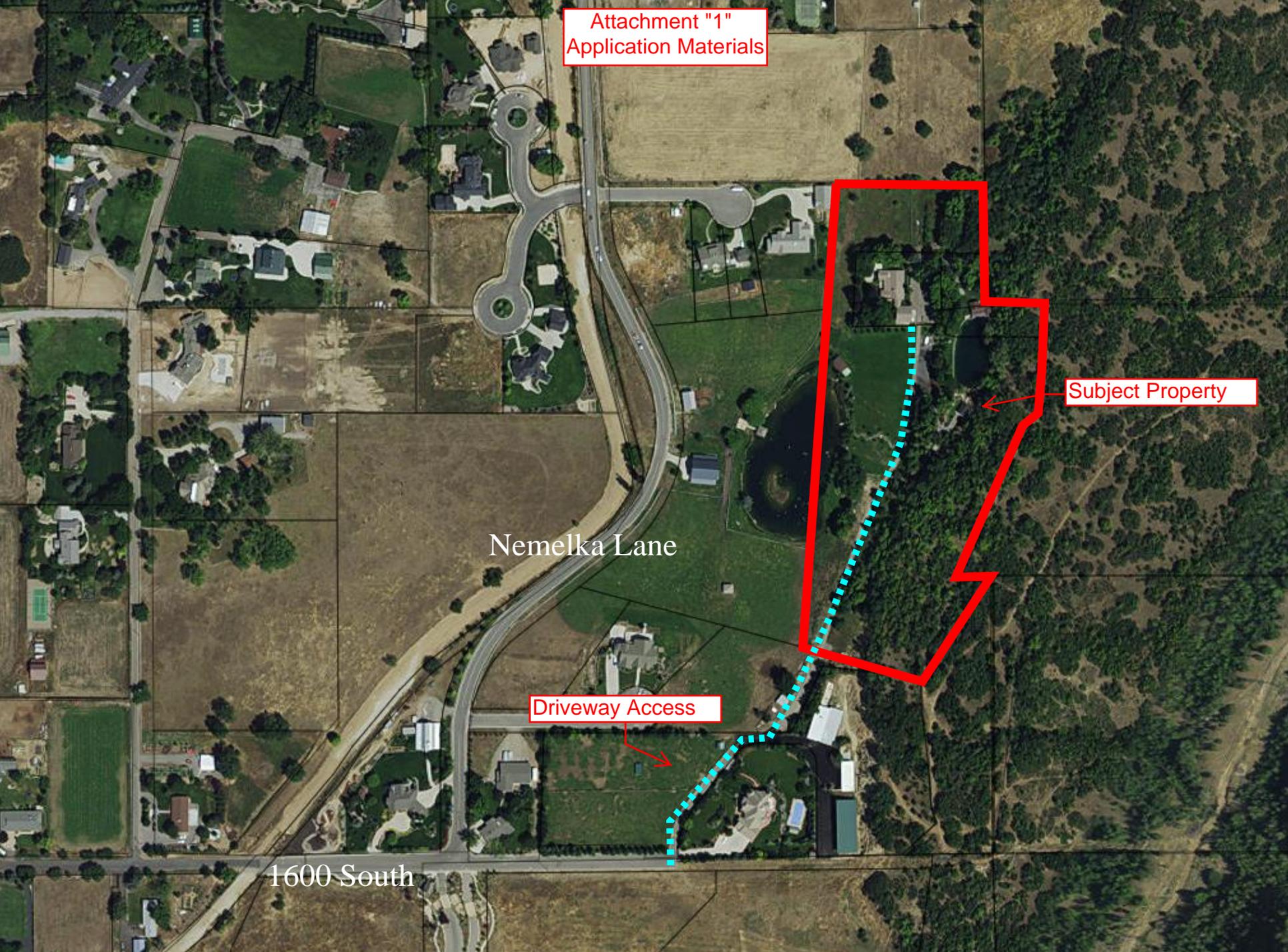
Attachment "1"  
Application Materials

Subject Property

Nemelka Lane

Driveway Access

1600 South



Date: August 14, 2015

To: Mapleton Planning Commission

From: David H. Broadbent

Re: Application for Short Term Vacation Rental Permit

Purpose: David Broadbent is applying for a Short Term Vacation Rental permit to rent the Broadbent Home and Cottage located at 1255 S. 1500 E. Mapleton, Utah for minimum 2 night rental.

**Description of the Home:**

**House and Property:** The Home is 3900 square feet and the Cottage is approximately 1000 square feet. Both the Home and Cottage are located several hundred feet off the public road and are separated from neighboring properties by fields and fences. The location is very private and secluded.

**Parking:** There are a total of 20 paved parking spots for the Home and Cottage. Additionally, there are several areas of unpaved parking available. No public areas would be used for parking.

**Inside Amenities:** The Home has 4 bedrooms and 3 full baths. The cottage has 3 bedrooms and one full bath.

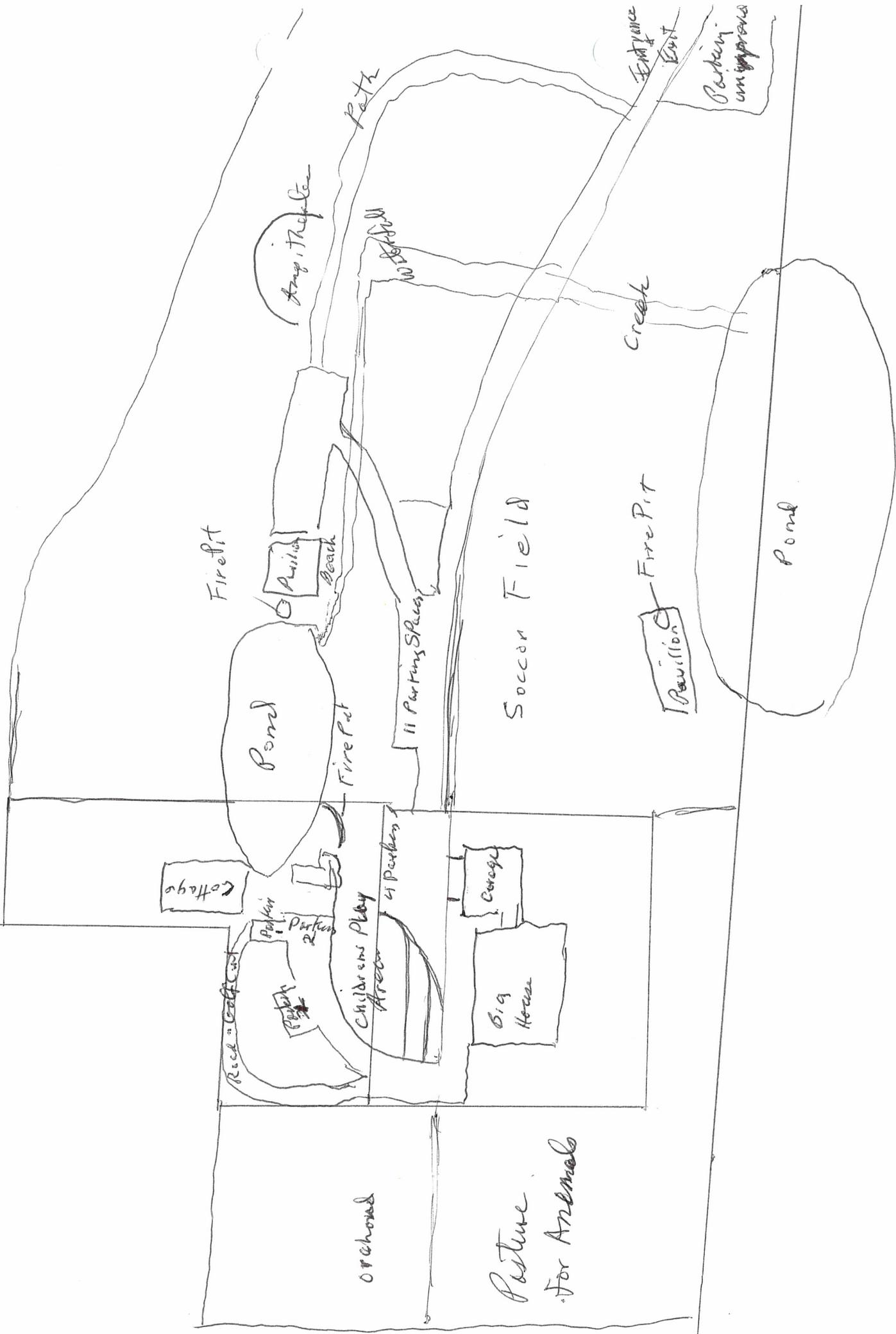
**Outdoor Amenities:** The property has 3 outdoor kitchens, 3 firepits, 2 pavilions, and an amphitheater. The Homes are situated on approximately 12 acres, with direct access to forest service land and hiking trails. There are 2 large ponds located on the property which provide canoeing, kayaking, swimming, and fishing. There is a soccer field sized grassy area and a children's beach. There is also a fenced off pasture that would allow for equestrian activities if desired.

**Not Allowed on the Property:**

1. Rentals for less than 2 consecutive nights.
2. On-site Camping.
3. Loud Noises between 10:00 p.m. and 7:00 a.m. Guests will be instructed verbally and in writing that they are subject to eviction if they violate the noise provision.
4. Four wheelers, motorcycles, snowmobiles, or other off road vehicles.

**Property Manager:** David Broadbent will be available 24/7 to take care of any issues that arise. His contact information will be posted inside the Home and Cottage, and neighbors will be given his telephone number to call if there are any issues.

J B. Brookside Ranch



## EXPLANATION OF ACCESS TO THE PROPERTY

The house on the property was built in the mid 1950's by my parents to use as a summer home. At the time, they owned a large parcel of property that extended North from 1600 S. to beyond the Nemelka's current property, West past the canal road, and well up the mountain to the East. In 1976, my parents deeded the home to my brother Larry. The deed included the grant of a "right-of-way running Southerly as now existing to 1600 S. Street, Mapleton, Utah." A copy of the deed is attached as Exhibit A. At the time, the home was accessed via a long paved asphalt driveway that extended from 1600 S. to the home. The driveway is shown in the aerial photograph attached as Exhibit B.<sup>1</sup>

The 1976 deed granted the home to Larry subject to a ten-foot wide utility easement across the property reserved for the benefit of two other parcels described in the deed. The diagram attached as Exhibit C shows the location of the property conveyed to Larry by the deed (the parcel in question or "PIQ")<sup>2</sup> as well as the location of the two parcels which benefited from the reserved utilities easement over the PIQ.<sup>3</sup>

In 1993, my parents sold a portion of their Property to Stan Ricks, who then subdivided the property into several lots. A portion of the property abutting 1600 S. was sold to Rocking O Ranches, a limited liability company owned by Lonnie Oman. In 1997, my parents sold Rocking O Ranches an additional parcel of property located on 1600 S. and the base of the mountain. Sometime after purchasing the additional property from my parents, Mr. Oman began construction of his home at the base of the mountain. My parents, Larry, and Mr. Oman agreed that the paved right-of-way would be moved West to allow for the home to be built. A current aerial photo of the property is attached as Exhibit D. If you compare the two aerial photos, it is clear that the old paved right-of-way would have extended through the area now containing Mr. Oman's home.

In 2014, I purchased Larry's home from his sons. From 1976 until 2014 when I purchased the property, Larry's family continued to access the home over the paved right-of-way described above. Since purchasing the home in 2014, I have also accessed the home over the paved right-of-way. For the reasons set forth above, I believe that we own a valid and legal right-of-way to access the home.

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<sup>1</sup> There was no change in the location of the road between 1976 when the property was transferred to Larry and 1994 when the aerial photograph was taken.

<sup>2</sup> Although the deed states that the conveyance to Larry is 1.7 Acres in size, when the property was mapped, the Title Officer indicated that the property description in the deed only encompassed 1.0698 acres. I cannot explain this discrepancy. My guess is that this was a typographical error, where the parcel size was rounded to 1.07 in the deed, and that 0 and 7 in the deed were accidentally transposed.

<sup>3</sup> The PIQ is referenced below the diagram as Tract 1. The other two parcels are referenced below the diagram as Tracts 2 and 3.

# **EXHIBIT A**

WARRANTY DEED

NOT LEGIBLE FOR MICROFILM

JAY S. BROADBENT and BEVERLY H. BROADBENT, husband and wife, Grantors, of Mapleton, County of Utah, State of Utah, hereby CONVEY and WARRANT to *Larry J. Broadbent and Nathalie C. Broadbent* LARRY J. BROADBENT and NATHALIE C. BROADBENT, husband and wife, as tenants in common,

Grantees, of *1.70 Acres of E. Mapleton*, County of Utah, State of Utah, for the sum of Ten Dollars and other valuable consideration, the following described tract of land in Utah County, State of Utah:

Commencing at a point located North 1287.30 feet (392.37 meters) and East 2336.65 feet (712.21 meters) from the South one-quarter Corner of Section 14, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 02° 48' 21" East along a fence line 175.30 feet (53.43 meters); thence South 89° 01' 41" East along a fence line 292.30 feet (89.09 meters) thence South 01° 57' 53" East 120.06 feet (36.59 meters); thence South 83° 07' 48" West along a fence line 95.76 feet (29.19 meters) thence South 00° 46' 01" West along a fence line 30.90 feet (9.42 meters); thence South 89° 41' 49" West along a fence line 60.40 feet (18.41 meters); thence South 11° 49' 16" East along a fence line 2.71 feet (0.83 meters); thence South 88° 09' 18" West along a fence line 149.70 feet (45.63 meters) to the point of beginning.

T 1880  
NE 3E  
12245-61

Area = 1.70 Acres (6879.90 m<sup>2</sup>)

Together with a right-of-way running Southerly as now existing to 1600 South Street, Mapleton, Utah.

Excepting and reserving, however, to grantors and their heirs and assigns all minerals in, under, and upon said tract, including, but not limited to, oil and gas, and

Subject to the lien of the current year's taxes, and

Subject to a ten feet (3.048 meters) wide easement appurtenant for utilities, including water, sewer, gas, electricity, telephone, and cable television, along and within each of the boundary lines of said tract, for the benefit of the following dominant estates:

- (1) Commencing at the Southeast Corner of Section 14, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 89° 18' 26" West along the Section Line 1094.44 feet (333.59 meters); thence North 4° 12' 41" East along a fence line 216.70 feet (66.05 meters); thence South 89° 32' 00" West along a fence line 158.02 feet (48.16 meters); thence North 298.18 feet (60.41 meters); thence North 52° 40' 06" East 463.89 feet (133.17 meters); thence North 33° 05' 27" East 113.68 feet (34.65 meters); thence North 4° 48' 01" East 57.20 feet (17.43 meters); thence North 14° 25' 33" West 336.37 feet (102.53 meters); thence North 10° 58' 48" West 59.35 feet (18.09 meters); thence North 4° 53' 35" West 79.60 feet (24.26 meters); thence North 2° 34' 14" West 1133.71 feet (345.56 meters); thence North 6° 21' 45"

Previously Deeded

West 99.81 feet (30.42 meters); thence North 89° 43' 27" East 974.79 feet (297.12 meters) to a point which is the East one-quarter Corner of Section 14, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence South 0° 54' 28" West along a fence line 1189.39 feet (362.53 meters); thence North 89° 01' 41" West along a fence line 292.30 feet (89.09 meters); thence South 2° 48' 21" West along a fence line 175.30 feet (53.43 meters); thence North 88° 09' 18" East along a fence line 149.70 feet (45.63 meters); thence North 11° 49' 16" West along a fence line 2.71 feet (0.83 meters); thence North 89° 41' 49" East along a fence line 60.40 feet (18.41 meters); thence North 0° 46' 01" East along a fence line 30.90 feet (9.42 meters); thence North 83° 07' 48" East along a fence line 95.76 feet (29.19 meters); thence East along a fence line 2665.99 feet (812.59 meters); thence South 1305.19 feet (397.82 meters); thence West along the Section line 2640.00 feet (804.67 meters) to the point of beginning.

Area = 136.69 Acres (553,188.48 Meters<sup>2</sup>).

Previously Deeded

(2) Commencing at the West one-quarter Corner of Section 13, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence North 0° 08' 12" West along the Section line 665.09 feet (202.72 meters); thence East 1321.59 feet (402.82 meters); thence South 665.09 feet (202.72 meters); thence West 1320.00 feet (402.34 meters) to the point of beginning.

Area = 20.17 Acres (81,627.99 Meters<sup>2</sup>).

Together with a ten feet (3.048 meters) wide easement for utilities, including water, sewer, gas, electricity, telephone, and cable television, along and within each of the boundary lines of tracts (1) through (2) identified above as dominant estates.

WITNESSETH, the hands of said Grantors this 1 day of NOV, 1976.

Signed in the Presence of \_\_\_\_\_

Jays Broadbent  
Jay S. Broadbent

Beverly H. Broadbent  
Beverly H. Broadbent

STATE OF UTAH )  
COUNTY OF Utah ) ss.

On the 1<sup>st</sup> day of November, 1976, personally appeared before me Jay S. Broadbent and Beverly H. Broadbent,

husband and wife, the signers of the within instrument, who duly acknowledged to me that they executed the same.



Commission expires: 11-21-78

David B. Reid  
Notary Public  
Residing in: Springville, Ut.

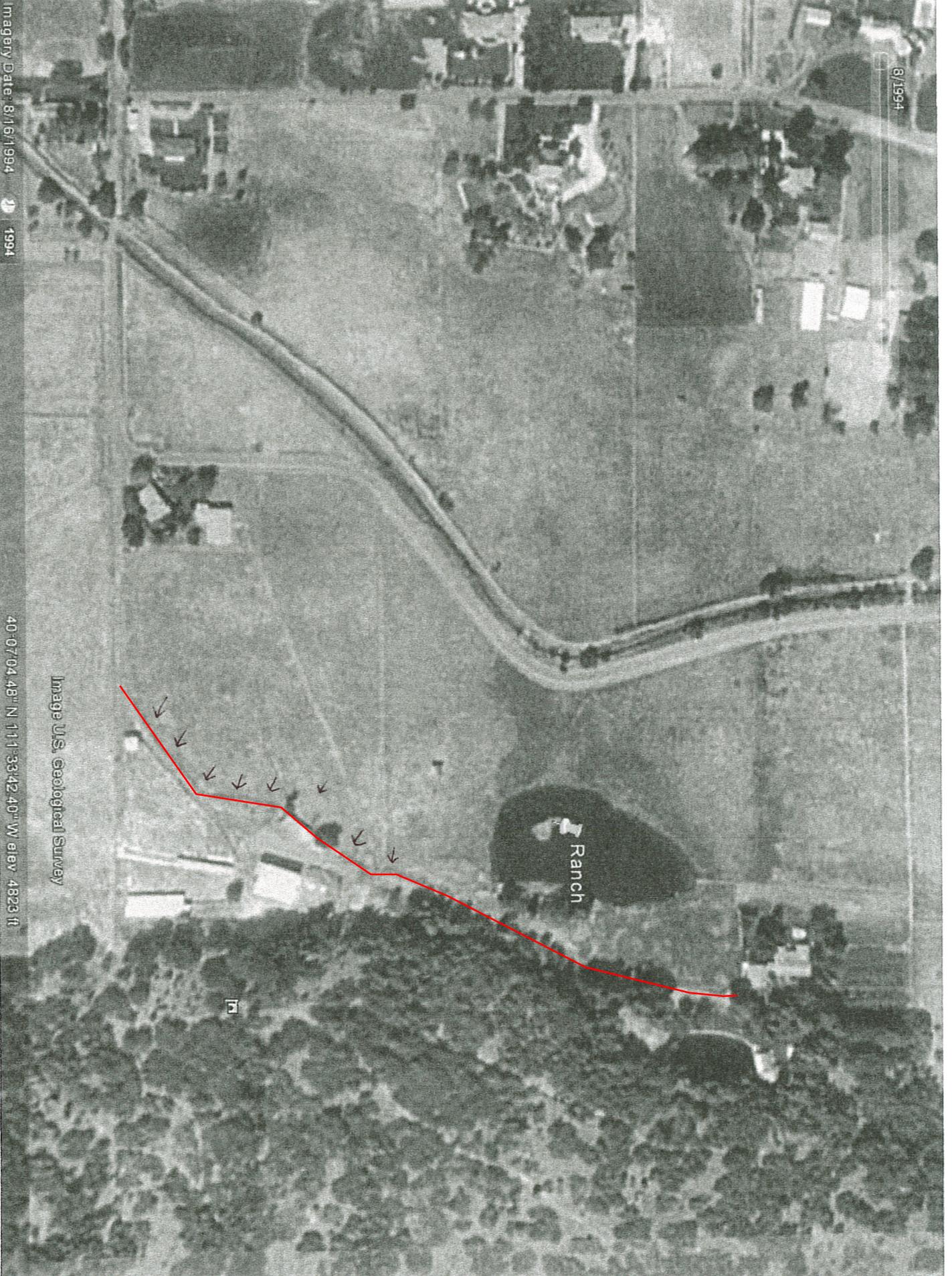
(3)

RECORDED AT THE REQUEST OF  
Gayle Brackley  
BOOK  
28404  
1976 NOV - 1 PM 4:43  
NINJA FEED  
LITTON CO. FEED  
ONCE

BOOK 1509 PAGE 590

# **EXHIBIT B**

8/1994



Imagery Date: 8/16/1994 1994

Image U.S. Geological Survey

40°07'04.48" N 111°33'42.40" W elev 4823 ft

# EXHIBIT C

2nd parcel benefitting  
from reserved utilities  
easement across PIQ.  
2

piq ← Parcel deeded to Larry

1st parcel benefitting  
from reserved utilities  
easement across PIQ  
1

1600 S.  
↓

1600 S.  
↓

5/17/2016

Scale: 1 inch= 546 feet

File: wd 1976-28404 p1.ndp

Tract 1: 1.0698 Acres (46601 Sq. Feet), Closure: n00.0000e 0.00 ft. (1/297538), Perimeter=927 ft.  
 Tract 2: 137.1970 Acres, Closure: s48.5714w 28.49 ft. (1/481), Perimeter=13693 ft.  
 Tract 3: 20.1650 Acres, Closure: n02.2138w 0.09 ft. (1/43184), Perimeter=3972 ft.

- |                      |                     |
|----------------------|---------------------|
| 01 /sw,se,14,8s,3e   | 26 n89.4327e 974.79 |
| 02 /n0e 1287.30      | 27 s0.5428w 1189.39 |
| 03 /n90e 2336.65     | 28 n89.0141w 292.30 |
| 04 n02.4821e 175.30  | 29 s2.4821w 175.30  |
| 05 s89.0141e 292.30  | 30 n88.0918e 149.70 |
| 06 s01.5753e 120.06  | 31 n11.4916w 2.71   |
| 07 s83.0748w 95.76   | 32 n89.4149e 60.40  |
| 08 s00.4601w 30.90   | 33 n0.4601e 30.90   |
| 09 s89.4149w 60.40   | 34 n83.0748e 95.76  |
| 10 s11.4916e 2.71    | 35 n90e 2665.99     |
| 11 s88.0918w 149.70  | 36 s0e 1305.19      |
| 12 @0 Merged         | 37 n90w 2640        |
| 13 /se,14,8s,3e      | 38 @0 Merged        |
| 14 s89.1826w 1094.44 | 39 /nw,sw,13,8s,3e  |
| 15 n4.1241e 216.70   | 40 n0.0812w 665     |
| 16 s89.3200w 158.02  | 41 n90e 1321.59     |
| 17 n0e 298.18        | 42 s0e 665.09       |
| 18 n52.4006e 463.89  | 43 n90w 1320        |
| 19 n33.0527e 113.68  |                     |
| 20 n4.4801e 57.20    |                     |
| 21 n14.2533w 336.37  |                     |
| 22 n10.5848w 59.35   |                     |
| 23 n4.5335w 79.60    |                     |
| 24 n2.3414w 1133.71  |                     |
| 25 n6.2145w 99.81    |                     |

# **EXHIBIT D**



↓ Larry's Home

Attachment "2"

**Rixa and Lonnie Oman  
1395 East 1600 South  
Mapleton, UT 84664**

August 4, 2016

Dear Mapleton Planning Commission, City Council, and Mayor Brian Wall:

This letter is to inform the Planning Commission of our concern and opposition against David Broadbent's request for a Conditional Use Permit to run a short-term vacation rental on the property he owns at 1255 South 1500 East in the Agricultural-Residential A-2 zone. Rixa is the owner of the house at 1395 East 1600 South; Lonnie and Rixa together own the Rocking O Ranch adjacent to the house.

We have attached a picture showing our property with the road and access to the Broadbent property. We understand that there will be a public meeting on this matter on Thursday, August 11. However, we will be out of the state at the time of the meeting and want to express our strong concerns in this letter so you can include it in the meeting minutes and public record.

We oppose this action for several reasons:

1. His request does not meet the requirements of the legal easement we have given him across our property. The easement is between Rocking O Ranch and the JB Brookside Ranch LLC for "one and only one household for one family" on a one-way road that connects 1600 South to another easement across Stan Ricks' property, and then to the Broadbent property. We gave him the easement with the intent that the road would only serve a single family living on the property. We did not give an easement for more than one family, or for a commercial venture of renting out the property as a vacation rental. A copy of the legal papers for the easement is attached. The easement was amended to have a better legal description with David's approval and signature; it was signed and recorded on September 21, 2012. Legally, he cannot have the vacation rental because that will go against the easement agreement. Without the easement, he has no access.
2. The road is paved and basically just a little wider than a single lane road. It is difficult for cars to pass. It is not built for a lot of traffic. This makes it harder for police and fire to access the property; having a rental and many more people will greatly increase the necessity of police activity there. There is absolutely no parking along the road except in our own private parking area. This is not a public road AT ALL, but just a road for us to get to our barns and for the Broadbent's to access their single family dwelling.
3. There are many blind spots in the easement road – from the beginning right angle turn, to curves, and lots of trees and shrubs that line the road. The road is completely fenced on each side so

Page 2  
August 4, 2016  
Broadbent request

there is no way to avoid on-coming traffic. We and members of our family have nearly been hit a number of times because the cars that do go down the lane now come way too fast and can't see obstacles and people ahead of them. We have added signs and speed bumps, but there are still problems. The more traffic there is, the more likely that someone will be hit, or there will be damage to our own property. We are very concerned about this.

4. Large groups, receptions, and parties may spill over to our property. We are already concerned because we have had people drive around and on our property to park or just to look. It is private property, and we want it to stay that way. We know that many people will wander our property, and leave gates open so our livestock can get out and wildlife can get in.

5. David will be an absentee landlord. Already, when there are problems on the property, people come to us for help. When they get stuck in the winter in the snow, they come to us. We do not want to have to take care of his problems.

6. Having rentals in the neighborhood completely changes the complexion and feeling of the neighborhood. We are here because it is a beautiful, quiet, private spot. Our other neighbors feel the same way. I believe that because David has never actually lived in the home since he became the owner of the property, he is not a part of the neighborhood and has no sense of commitment to it. Obviously he is just about making money on his property. Property, I might add, that was created to be a beautiful and private estate – not a rental.

We urge you to consider these items and reject his request for the Conditional Use Permit. Thank you for your consideration of this letter in our absence. Please include it in the meeting.

You may contact us via our cell phones listed below with questions.

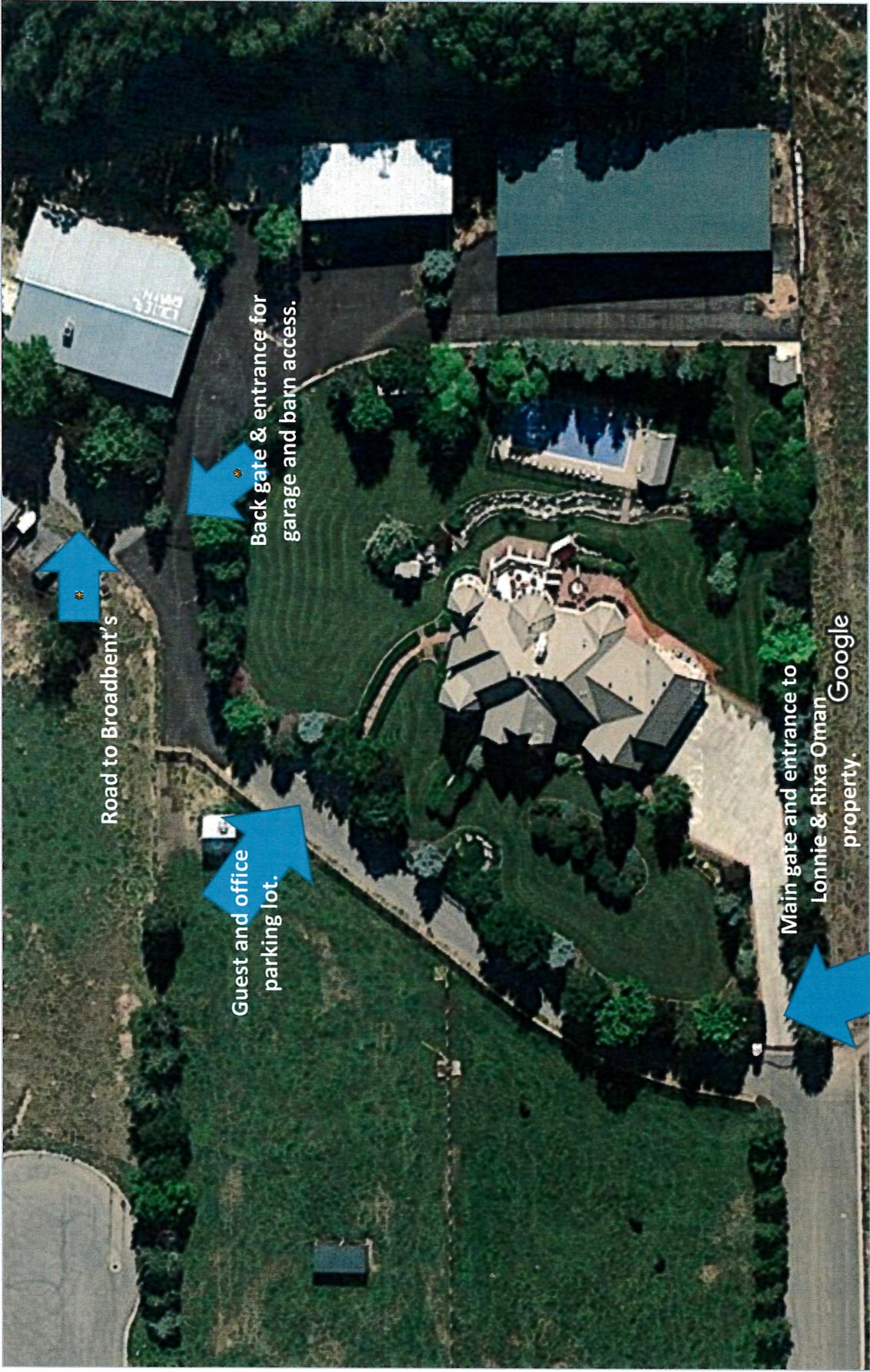
With great concern,



Rixa C. Oman  
801-369-9678  
[rixa@byu.edu](mailto:rixa@byu.edu)



Lonnie R. Oman  
801-376-4041  
[lonnieoman@msn.com](mailto:lonnieoman@msn.com)



Road to Broadbent's

Back gate & entrance for garage and barn access.

Guest and office parking lot.

Main gate and entrance to Lonnie & Rixa Oman property.

Google

LONNIE WIMBY  
1395 EAST 1600 SOUTH  
MAPLETON, UTAH 84664

COPY



EASEMENT AGREEMENT BETWEEN ROCKING O RANCH INC., AND JB  
BROOKSIDE RANCH LLC.

ENT 80887:2012 PG 1 of 4  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2012 Sep 21 10:10 am FEE 17.00 BY SM  
RECORDED FOR ONAM, LONNIE

For the sum of ten dollars good and valuable consideration, receipt of which is hereby acknowledged, Grantor, Rocking O Ranch Inc., of Utah County, State of Utah, hereby grants an easement and right of way for ingress and egress across the following real property:

**ROCKING O RANCH ACCESS**  
**EASEMENT DESCRIPTION**

Beginning at a point which is North 262.61 feet and West 485.05 feet from the Southeast Corner of Section 14, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence West 79.18 feet to a point of curvature; thence along the arc of a 63.90 foot radius curve to the left 48.96 feet through a central angle of 43°53'44", the chord of which bears South 59°46'17" West 47.77 feet; thence South 37°49'18" West 165.13 feet to a point of curvature; thence along the arc of a 178.40 foot radius curve to the left 119.93 feet through a central angle of 38°31'01", the chord of which bears South 18°33'50" West 117.68 feet; thence South 00°41'40" East 5.59 feet to the south line of Lot 7, Mapleton Pond subdivision Plat "A" on file with the Utah County Recorder's Office; thence South 89°18'20" West along said line 75.03 feet; thence leaving said line North 02°08'03" East 12.53 feet; thence North 89°18'20" East 55.53 to a point of curvature on a non-tangent curve; thence along the arc of a 197.40 foot radius curve to the right 125.78 feet through a central angle of 36°30'29", the chord of which bears North 19°34'05" East 123.66 feet; thence North 37°49'18" East 165.13 feet to a point of curvature; thence along the arc of a 82.90 foot radius curve to the right 63.51 feet through a central angle of 43°53'45", the chord of which bears North 59°46'16" East 61.97 feet; thence South 89°46'55" East 7.25 feet; thence North 60°00'00" East 11.61 feet to the line between Lots 1 and 7 of said Mapleton Pond subdivision; thence South 89°46'55" East along said Lot line 75.66 feet; thence South 24°26'59" West 26.68 feet to the point of beginning.

The easement described above shall be in favor of one and only one household for the following described real property which at the time of execution of this agreement is owned by JB Brookside Ranch LLC.:

Handwritten signature and initials, including "RCO" and "2/03".

COPY

JB BROOKSIDE RANCH LLC  
DESCRIPTION

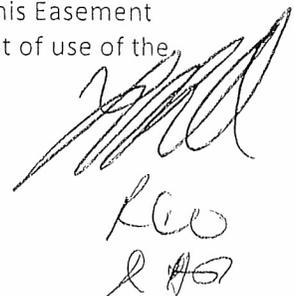
ENT 80887:2012 PG 2 of 4

Beginning at a rebar set in a corner of fences for the Northeast corner of Lot 6, Mapleton Pond Subdivision Plat "A" Point which point is North 1632.78 feet and East 2302.82 feet from the South ¼ Section Corner of Section 14, Township 8 South, Range 3 East, Salt Lake Base and Meridian, (record position is North 1629.79 Feet and East 2302.87 Feet), thence along the North Line of the Broadbent Property, S89°05'59"E 49.74 feet to the Southwest Corner of the Nemelka Property, thence along said South Line and along a chain link fence East 295.59 Feet to the line between sections 13 and 14, thence along the section line S0°40'00"E 288.61 feet, thence along a chain link fence N89°20'23"E 137.79 Feet to a fence corner, thence along a chain link fence S0°58'42"W 133.94 feet, thence S03°32'36"W 95.64 feet, thence S12°13'43"W 26.26 feet, thence S29°22'40"W 28.11 feet; thence S38°48'19"W 47.95 feet, thence S28°37'31"W 32.93 feet, thence S21°27'42"W 118.09 feet, thence S27°07'30"W 34.12 feet, thence S27°07'30"W 123.34 feet, thence S17°26'45"W 59.53 feet; East 76.02 feet to and along a chain link fence under construction, thence S33°30'20"W 291.94 feet to a steel fence post in the corner of a chain link fences extending Northerly, Southerly and Westerly, thence N74°51'34"W 287.84 feet to a point which is 4 ½ feet NNE of a corner of fences extending N and E, thence along chain link fence N4°16'06"E 1111.76 feet to the point of beginning.

The basis of bearing is grid North, Utah State Plane Coordinates system Central Zone between the Southwest section corner and South ¼ section corner of section 14, T8S, R3E. SLB&M.

As further consideration for the above easement, owners and assigns of the above dominant estate hereby covenant and agree to the following terms for use of the above easement:

1. That it will participate with Rocking O Ranch Inc., in maintaining the paved road surface in the same or better condition than exists at the time of execution of this easement.
2. That upon completion of construction of a single home on the dominant estate, any repairs made necessary by construction will be effected upon the paved road surface including but not limited to repair of the surface or subsurface of any damage areas, repair of any pot holes, and maintenance or repair of any drainage structures whatsoever.
3. That any damage to fences caused by use of the easement will be promptly repaired at the expense of JB Brookside Ranch LLC.
4. That the easement will be used only at slow speeds, and that signage, traffic calming devices (speed bumps), and signage will be installed by and at the expense of JB Brookside Ranch LLC. at the signing and acceptance of this Easement Agreement.
5. The owners of the dominant estate hereby covenant to indemnify and hold grantor harmless from any and all claims that may arise from their use of the above described easement.
6. The parties to this easement mutually agree that Rocking O Ranch Inc. shall have the right to change the location of the easement with an easement of similar quality at its expense.
7. The above covenants will be perpetual and run with the land.
8. Violation of any terms of this Easement Agreement shall terminate this Easement Agreement and JB Brookside Ranch LLC. shall no longer have the right of use of the Easement.

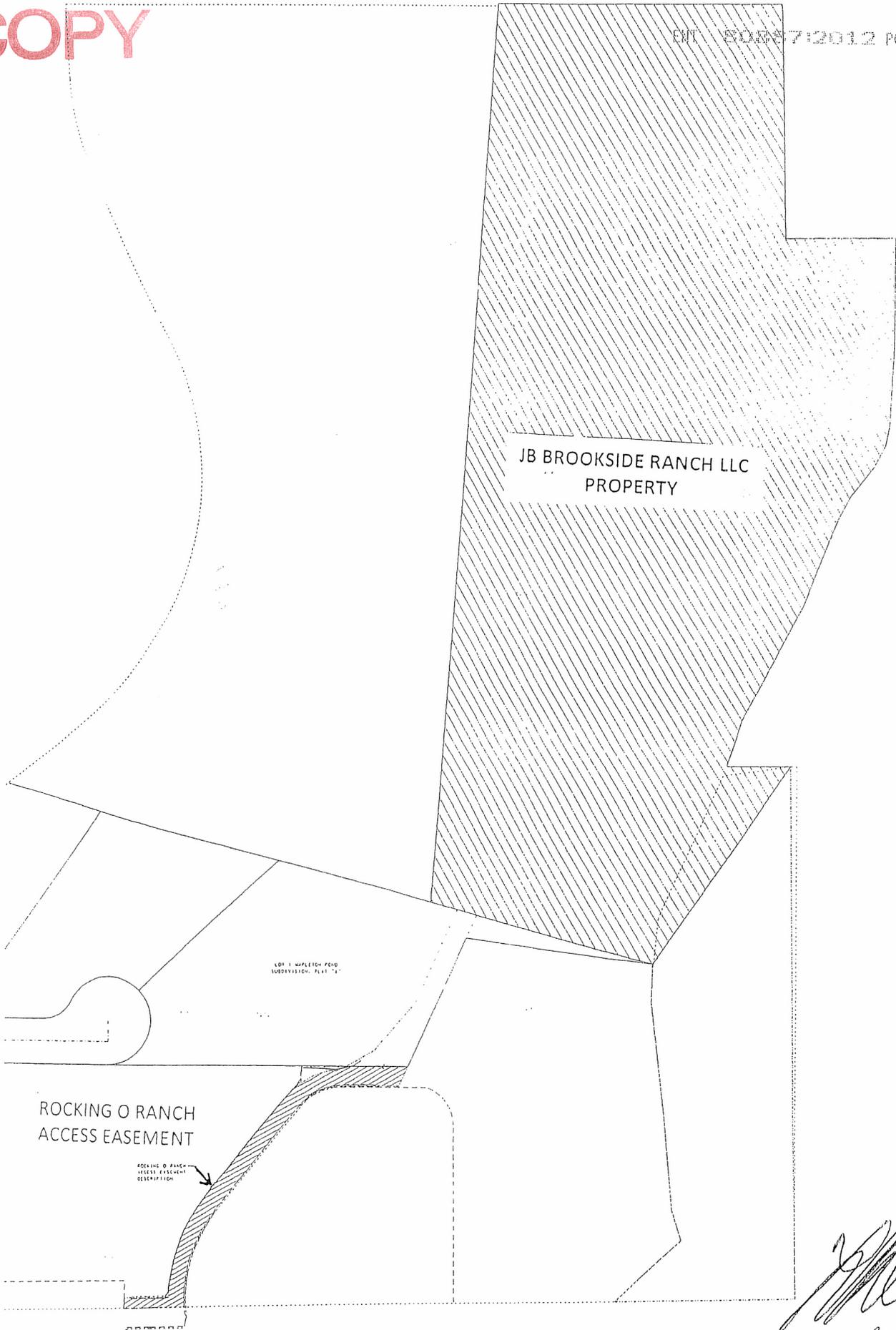


Handwritten signature and initials, likely representing the grantor or a representative of the dominant estate.

ROCKING O RANCH AND JB BROOKSIDE RANCH LLC PROPERTY LAYOUT

COPY

ENT 8000712012 PG 3 of 4



*[Handwritten signature]*  
KCO  
DAS

Witness, the hand of said signers this 19<sup>th</sup> day of September A.D. 2012.

President

[Signature]  
Lonnie-R. Oman

Secretary

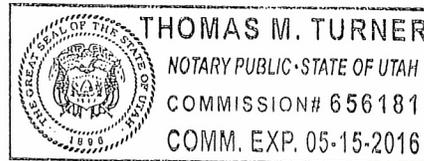
[Signature]  
Rixa C. Oman

State of Utah )  
ss: )  
County of Utah )

On the 19<sup>th</sup> day of SEPTEMBER, 2012, personally appeared before me Lonnie R. Oman, the signer of this instrument, who duly acknowledged to me that he executed the same having full authority and acting in behalf of Rocking O Ranch Inc.

[Signature]

State of Utah )  
ss: )  
County of Utah )

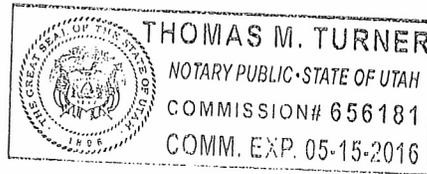


On the 19<sup>th</sup> day of SEPTEMBER, 2012, personally appeared before me Rixa C. Oman, the signer of this instrument, who duly acknowledged to me that he executed the same having full authority and acting in behalf of Rocking O Ranch Inc.

[Signature]

JB BROOKSIDE RANCH LLC.  
David H. Broadbent Manager

[Signature]  
Owner of the above described dominate estate



State of Utah )  
ss: )  
County of Utah )

On the 21<sup>st</sup> day of September, 2012, personally appeared before me David H. Broadbent, the signer of this instrument, who duly acknowledged to me that he executed the same having full authority and acting in behalf of Rocking O Ranch Inc.

[Signature]

