

EXHIBIT A

PROTECTION STRIP DEDICATION

In exchange for valuable consideration, the sufficiency of which is acknowledged, Dennis E. and Patricia Byrd ("Grantor") hereby executes and records this Protection Strip Dedication as follows.

I. RECITALS

- a. Grantor is the owner of a tract of land in Grand County, Utah, commonly known as the Preserve Subdivision (the "Subdivision"), shown in Exhibit A and more particularly described in Exhibit B. The Subdivision has been approved by the City of Moab ("City").
- b. Grantor will construct certain public improvements, including Byrd Avenue, which will benefit the Subdivision, but which may benefit adjacent parcels which are undeveloped at this time.
- c. This Protection Strip Dedication is intended to bind the properties described as a covenant running with the land, and provide a mechanism by which Grantor may be reimbursed for a portion of construction costs for road improvements when or if adjacent properties develop.

II. DEDICATION

1. Incorporation of Recitals. The above Recitals are incorporated by reference.
2. Creation of Protection Strips. Grantor hereby creates and establishes TRACT A and TRACT B (as depicted in Exhibit A), according to the official plat of the Preserve Subdivision as tracts subject to this Protection Strip Dedication. Grantor shall retain ownership of both tracts, subject to the requirements herein. No other person shall be entitled to use or otherwise occupy these tracts, except as set forth below.
3. Conveyance of Protection Strips. Grantor hereby agrees to convey, via special warranty deed, all or a portion of Tract A or Tract B to the owner(s) of any adjacent parcel ("Adjacent Owner") for the purposes of creating legal access to a public road and/or for connection to public utilities within public road rights-of-way, upon payment of the sum specified in this Dedication. The Adjacent Owner shall have the right, but not the obligation, to purchase all or a portion of Tract A or Tract B, subject to the provisions of this Dedication. In exchange for the conveyance of a deed to all or a portion of Tract A or Tract B, the Adjacent Owner shall pay to the Grantor a sum equal to the following defined values: a) the Tract Value, plus b) the Proportionate Road Cost.

- a. The Tract Value shall be defined as the fair market value of the area to be conveyed in Tract A or Tract B, per square foot, based upon the price per square foot of the most recent lot sale in the Subdivision (excluding the sale of a completed home and lot).

Ent 495137 Bk 761 Pg 102 - 106
Date: 11-JUN-2010 2:25:44PM
Fee: None
Filed By: JAC
MERLENE MOSHER DALTON, Recorder
GRAND COUNTY CORPORATION
For: MOAB CITY

b. The Proportionate Road Cost shall be defined to be a value, the numerator of which is the distance in feet of the street frontage of the tract to be conveyed, and the denominator of which shall be 660 linear feet (the length of Byrd Avenue between the Subdivision entrance and the boundary of Lot 53B) multiplied by the total cost for paving, curb, gutter, and sidewalk for that segment of Byrd Avenue, multiplied by one half. The current estimate for the total cost for paving, curb, gutter and sidewalk for that segment of Byrd Avenue is \$71,800, but actual costs will be used to calculate the Proportionate Road Cost. Added to that figure shall be interest at the rate of five percent (5%) per annum from the date of recording, above, until the date of the sales closing, which sum shall equal the Proportionate Road Cost.

4. Calculation of Sale Price, Disputes. Grantor shall provide all calculations and supporting documents for the determination of the Tract Value and the Proportionate Road Cost to the Adjacent Owner prior closing. In the event of any dispute as to the sales price, the parties shall each submit their calculations and supporting documents to the City Manager of the City of Moab for determination, and the City Manager's decision shall be final and binding.

5. Duration, Vesting in City. This Dedication shall continue for a period of twelve (12) years from the date of recording, following which it will automatically terminate, unless the duration is extended in writing by Grantor and the City prior to the termination date. In the event that all or any portion of Tract A or Tract B has not been conveyed pursuant to this Dedication to one or more of the Adjacent Owners prior to the termination date, then the balance of those tracts shall immediately be deemed to vest in, and be owned in fee simple, by the City of Moab.

6. Maintenance. Grantor shall reasonably maintain Tract A and Tract B for the duration of its ownership of same. Reasonable maintenance shall include installation of landscaping and keeping the tracts free of weeds, debris, or other obstructions.

7. Covenant Running With Lands. This Dedication shall run with the land and be binding upon the Grantor, its successors, and assigns in title, and shall operate for the use benefit of the Adjacent Owners and, if applicable, the City.

8. Release. This Dedication is entered into as an accommodation by the City of Moab with respect to development costs incurred by the Grantor incident to the subdivision process. As such, Grantor hereby releases and holds the City harmless with respect to any claim, damages, losses, or liabilities, however denominated, arising from this Dedication or any act or omission of the City, its agents, officials, or employees, in the administration of same. This Dedication shall not be construed to be a waiver of any statutory or other immunities held by the City as a governmental entity.

9. Governing Law, Venue. Utah law governs this Dedication. Venue for any dispute arising from this document shall be in the courts of Grand County, Utah.

10. Enforcement. In the event that any party bound by this Dedication should fail or refuse to carry out its obligations, or should a dispute arise concerning the interpretation of this Dedication, the affected person may obtain specific performance, together with actual damages resulting from any breach. In any dispute arising from this Dedication the prevailing party shall be entitled to recover its reasonable attorney fees and court costs, in addition to any other relief.

Grantor has executed this Dedication as of the date set forth below.

GRANTOR:

Dennis E. Byrd Jr
Dennis E. Byrd, Jr

Patricia B. Byrd
Patricia B. Byrd

STATE OF UTAH)
)s.s.
COUNTY OF GRAND)

Dennis E. Byrd Jr
Patricia Byrd

The foregoing Dedication was executed before me by Brenda Kerby BK this
21 day of April, 2010. Witness my hand and official seal. My commission
expires: 11.17.2012.

Brenda Kerby
Notary Public, State of Utah

Approved by the City of Moab as set forth below.

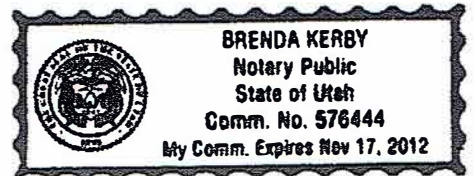
CITY OF MOAB:

David Sakrisen
Mayor David Sakrisen

Attest:

Rachel R. Ellison
Rachel R. Ellison, City Recorder

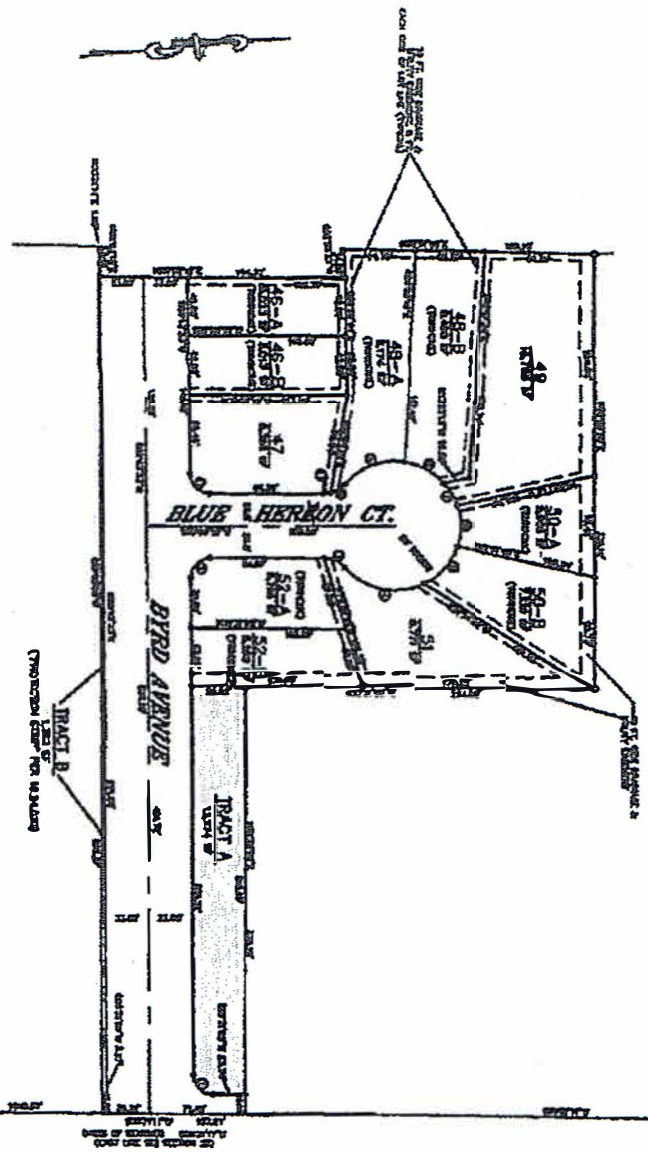
4-15-2010
Date



THE PRESERVE, PHASE I

A FINAL PLAN OF
A RESIDENTIAL SUBDIVISION
FOR THE CITY OF HOUSTON
IN HARRIS COUNTY, TEXAS

EXHIBIT A



- LEGEND**
- ⊕ COUNTRY SURVEYORS BOUNDARY AS SHOWN
 - ▲ 4/8" IRON NAIL WITH PLAIN CAP TO BE SET
 - 1/2" IRON NAIL WITH PLAIN CAP

PLANNING COMMISSION CERTIFICATE
 APPROVED BY: _____ DATE: _____

CITY ENGINEERS APPROVAL
 APPROVED BY: _____ DATE: _____

CITY CONTROL APPROVAL
 APPROVED BY: _____ DATE: _____

CONVEYANCE RECORDING NO. _____

APPROVAL AS TO FORM
 APPROVED BY: _____ DATE: _____

OWNER'S DECLARATION

I, the undersigned, being the owner of the above described property, do hereby certify that the information furnished herein is true and correct to the best of my knowledge and belief, and that I am not aware of any facts which would render the same false or misleading.

DATE: _____

BY: _____

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this _____ day of _____, 20____, personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

MY COMMISSION EXPIRES _____

NOTARY PUBLIC _____ COUNTY _____

RECOGNITION OF A PERSON OR PART THEREOF AS A MEMBER OF A FIRM OR PARTNERSHIP

I, the undersigned, do hereby certify that the person or persons named herein are the owner or owners of the above described property, and that they are not partners in a firm or partnership with any other person or persons.

DATE: _____

BY: _____

RECOGNITION OF A PERSON OR PART THEREOF AS A MEMBER OF A FIRM OR PARTNERSHIP

I, the undersigned, do hereby certify that the person or persons named herein are the owner or owners of the above described property, and that they are not partners in a firm or partnership with any other person or persons.

DATE: _____

BY: _____

RECOGNITION OF A PERSON OR PART THEREOF AS A MEMBER OF A FIRM OR PARTNERSHIP

I, the undersigned, do hereby certify that the person or persons named herein are the owner or owners of the above described property, and that they are not partners in a firm or partnership with any other person or persons.

DATE: _____

BY: _____

Exhibit B

Legal Description of Property Included in Preserve Subdivision, Phase I

PARCEL OF LAND WITHIN THE SE ¼ OF SECTION 35, T 25 S, R 21 E, SLM, MOAB CITY, GRAND COUNTY, UTAH MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE SE¼ OF SECTION 35, SAID POINT BEARS S 00°31'11" W 594.00 FT. FROM THE EAST ¼ CORNER OF SECTION 35, T 25 S, R 21 E, SLM, AND PROCEEDING THENCE WITH THE EAST LINE OF SAID SECTION 35 S 00°31'11" W 107.81 FT., THENCE S 89°55'00"W 660.27 FT., THENCE N 00°31'11" E 1.00 FT., THENCE N 89°53'12"E 23.49 FT., THENCE N 00°00'16"E 184.30 FT., TO A CORNER, THENCE S 85°25'32"W 21.86 FT. TO A CORNER, THENCE N 00°31'00"E 188.19 FT. TO A CORNER, THENCE N 89°55'00" E 330.10 FT. TO A CORNER, THENCE S 00°31'00"W 264.00 FT., TO A CORNER, THENCE N 89°55'00"E 330.10 FT., TO THE POINT OF BEGINNING AND CONTAINING 3.54 ACRES MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF THE SE¼ OF SECTION 35 (BEARING FROM VALLEY CONTROL DATUM=S 00°31'11"W).