

SPECIAL POWER OF ATTORNEY

KNOW-ALL-MEN BY THESE PRESENTS: That

Ruth L. Thompson Ruth L. Thompson

the undersigned (jointly and severally, if more than one) hereby make(s), constitute(s) and appoint(s) MARK A. WOOD, my (our) true and lawful Attorney for me (us) and in my (our) name, place and stead and for my (our) use and benefit:

(a) To negotiate, agree, execute and deliver any required documentation including, but not limited to, promissory notes and deeds of trust or otherwise transact with Zion's Bank of St. George, Utah or any other institution of my (our) Attorney's choice for the purpose of consummating a loan transaction whereby Zion's Bank or any other such institution will loan to Meadow Valley Properties, a general partnership, up to the sum of approximately \$250,000, payable upon such terms as the Attorney may agree;

(b) In so doing, my (our) Attorney shall execute, acknowledge and deliver any deed, lease, assignment of lease, covenant, indenture, indemnity, agreement, mortgage, deed of trust, assignment of mortgage or of the beneficial interest under deed of trust, extension or renewal of any obligation, subordination or waiver of priority, hypothecation, bill of lading, bill of sale, bill, bond, note, whether negotiable or non-negotiable, receipt, evidence of debt, full or partial release or satisfaction of mortgage, judgment and other debt, request for partial or full reconveyance of deed of trust and such other instruments in writing of any kind or class as may be necessary or proper in the premises.

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(c) To incur indebtedness along with any obligations associated therewith, which may be secured by the undersigned's interest in the real property owned by the undersigned in Lincoln County, Nevada, as set forth in the attached exhibit pursuant to a deed of trust or other security instrument in such form as the aforesaid Attorney may agree and execute;

(d) Any Notes signed by my (our) Attorney evidencing such indebtedness or obligations shall be non-recourse with respect to the undersigned;

(e) Have the power to take such other additional actions in connection with the foregoing as to enable Nevada Title Company, a Nevada corporation, or any other reputable title company doing business in Clark or Lincoln County, Nevada, to issue to or for the benefit of Zion's Bank or any other such institution a policy of title insurance insuring the lien of such indebtedness and/or obligations in such form as is in customary use by such title company; and

(f) This Power of Attorney shall expire on or before June 30, 1981.

GIVE AND GRANTING unto my said Attorney full power and authority to do and perform all and every act and thing whatsoever requisite, necessary or appropriate to be done with respect to the above-stated actions in and about the premises as fully to all intents and purposes as I (we) might or could do if personally present, hereby ratifying all that my (our)

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said Attorney shall lawfully do or cause to be done by virtue of my (our) said Attorney.

WITNESS my (our) hand(s) this 13th day of February, 1981.

Ruth L. Thompson  
Ruth L. Thompson

STATE OF Hawaii )  
COUNTY OF Honolulu ) SS.

On this 13th day of February, 1981, before me, the undersigned, a Notary Public, in and for said County and State personally appeared Ruth L. Thompson, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged to me that she executed the same freely and voluntarily and for the uses and purposes therein mentioned.

WITNESS my hand and official seal.

Jean L. Rushton  
Notary Public,

My commission expires: 7-21-84



No. 71687  
FILED AND RECORDED AT REQUEST OF  
NEVADA TITLE  
MAR. 11, 1981  
AT 30 MINUTES PAST 2 O'CLOCK  
PM IN BOOK 43 OF OFFICIAL  
RECORDS, PAGE 44 LINCOLN  
COUNTY, NEVADA.  
**YURIKO SETZER**

Karen Lunden, Deputy  
COUNTY RECORDER