

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That

Charles Dexter Lufkin and Marilyn Louise Lufkin
Charles Dexter Lufkin and Marilyn Louise LUFKIN
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 17th day of
February, 1981.

Charles Dexter Lufkin
Charles Dexter Lufkin

Marilyn Louise Lufkin
Marilyn Louise Lufkin

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 Charles Dexter Lufkin
and Marilyn Louise Lufkin, known to me to be
the person(s) described in and who executed the foregoing
instrument, who acknowledged to me that they executed
the same freely and voluntarily and for the uses and
purposes therein mentioned.

WITNESS my hand and official seal.

Joyce L. Kuehler
Notary Public,

My commission expires: 7-21-84



No. 71688
FILED AND RECORDED AT REQUEST OF
NEVADA TITLE
MAR. 11, 1981
AT 30 MINUTES PAST 2 O'CLOCK
P.M. IN BOOK 43 OF OFFICIAL
RECORDS, PAGE 47 LINCOLN
COUNTY, NEVADA.

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YURIKO SETZER
COUNTY RECORDER
Hean Lirndon, Deputy

BOOK 43 PAGE 49