

WHEN RECORDED, MAIL TO:

Travis Taylor
95 S. River Bend Way, Suite A
North Salt Lake, Utah 84054

**ACCESS AND ROADWAY EASEMENT
(Davis County Tax Parcel No. 12-066-0115)**

For good and valuable consideration received, PARK MEADOWS LAND, LLC, a Delaware limited liability company, having an address of 10621 Civic Center Drive, Rancho Cucamonga, CA 91730 (herein, "Grantor"), HEREBY GRANTS unto PARK MEADOWS TOWN HOMES HOMEOWNERS ASSOCIATION, INC., a Utah nonprofit corporation, or its assigns, having an address of 95 S. River Bend Way, Suite A, North Salt Lake, Utah 84054 ("Grantee"), a permanent non-exclusive easement for access (ingress and egress) and for construction, installation and use of roadway improvements, and installation of customary utilities under the roadway improvements (the "Easement") over portions (described below) of Grantor's real property situated in Davis County, State of Utah, subject to the terms, limitation, and conditions described more fully below.

(a) Grantor owns the real property located in Davis County, Utah, identified as Tax Parcel No. 12-066-0115 (the "PML Property"). The easement herein granted by Grantor pertains to those two portions of the Grantor's Property described in Exhibit "A" attached hereto: one portion consisting of .036 acres, and the other portion consisting of .046 acres (collectively, the "Easement Property").

(b) The Easement Property is depicted on the drawing attached hereto as Exhibit "B".

(c) Grantee shall have reasonable, temporary access over those portions of the Grantor's Property that are within close proximity of the proposed roadway improvements for purposes of installing, maintaining, repairing and/or replacing the roadway improvements. To the extent any of the Grantor's Property located outside of the Easement Property is disturbed by Grantee, Grantee shall restore any such disturbed property to a reasonably similar condition it was in prior to the disturbance.

(d) Grantee shall be responsible for payment of the costs, expenses and fees necessary to construct and install the roadway improvements and utilities lines on, over, and/or under the Easement Property.

(e) The Easement herein granted shall run with the land of the Easement Property, and shall be for the benefit of the Grantee and the residential units comprising the Grantee (i.e., the Grantee is a home owners association).

**THIS INSTRUMENT IS BEING RECORDED BY
HICKMAN LAND TITLE CO.
AS AN ACCOMODATION ONLY.
IT HAS NOT BEEN EXAMINED AS TO
IT'S EFFECT, IF ANY, ON THE TITLE
OF THE ESTATE HEREIN.**

(f) The Grantee shall not be allowed to increase the scope of the Easement or the use of the Easement Property without the Grantor's prior written consent.

(g) Grantee shall indemnify Grantor, and their manager, members, officers, directors, shareholders, affiliates, agents, employees, predecessors, successors and assigns from any and all liability associated with the design and construction of any improvements made by or on behalf of Grantees to the Easement Property. Grantor has relied exclusively on representations made by Grantee that the improvements are appropriate for Grantees purposes.

Nothing in this instrument shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public.

This instrument may not be extended, modified or amended without the consent of each party, and any such modification or amendment shall be effective only when it is duly recorded in the Davis County Recorder's Office.

If any party hereto brings suit to enforce or interpret this instrument or for damages on account of the breach of any provision of this instrument, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs and other expenses incurred in any such action or in any appeal from such action.

This instrument shall be governed by, and construed and interpreted in accordance with the laws of the State of Utah. The instrument shall inure to the benefit of, and shall be binding on, each party hereto, and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned have executed this instrument on the dates set forth below, to be effective on the recording date hereof.

GRANTOR:

PARK MEADOWS LAND, LLC, a Delaware limited liability company, by its manager:

Diversified Pacific Development Group, LLC, a California limited liability company

By:  _____

Its: Managing Member

GRANTEE:

PARK MEADOWS TOWN HOMES HOMEOWNERS ASSOCIATION, INC.

By:  _____

Its: President

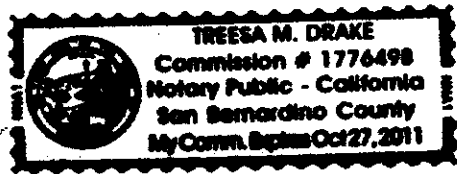
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On April 28, 2011 before me, Treesa M. Drake, Notary Public

personally appeared Matthew A. Jordan



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Treesa M. Drake
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

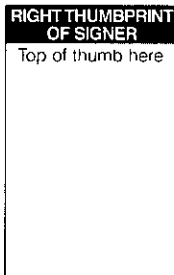
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

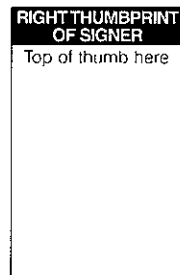
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

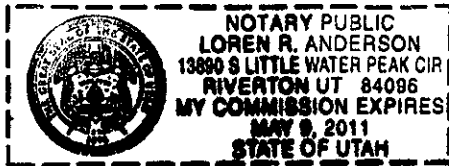


Signer Is Representing: _____

STATE OF UTAH)
 : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 3 day of ^{May}~~March~~, 2011, by Corey Johnson, as the President of Park Meadows Town Homes Homeowners Association, Inc., a Utah nonprofit corporation.

SEAL:



Loren R. Anderson
Notary Public

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

On _____, 2011, before me, _____, a notary public, personally appeared _____, the _____ of _____ who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A
to
Access and Roadway Easement

PML Easement Property

See attachments

Southerly Emergency Access Easement
Park Meadows Land, LLC
Davis County Serial No. 12-066-0115
(March 10, 2011)

Beginning at a point on the westerly line of Park Meadows Phase 5 Amended - A Subdivision, said point being North 89°48'25" West 483.72 feet along the Section line and South 00°11'35" West 748.46 feet from the North Quarter Corner of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:

thence South 00°07'00" East 30.00 feet along the westerly boundary line of said Park Meadows Phase 5 Amended - A Subdivision;

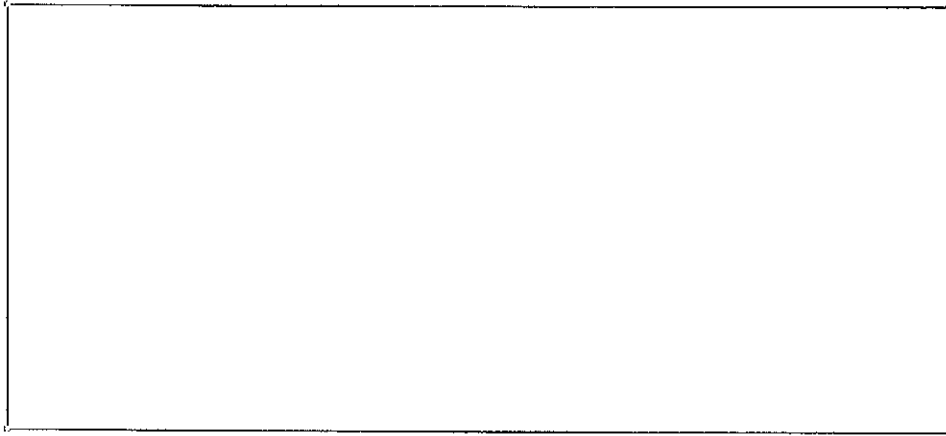
thence West 66.14 feet to a point on the westerly boundary line of Park Meadows Land, LLC Property, Davis County Serial No. 12-066-0115;

thence North 00°04'52" West 30.00 feet along the westerly boundary line of said Park Meadows Land, LLC Property;

thence East 66.12 feet to the point of beginning.

Contains: 1,984 square feet. 0.046 acres.

South - description



Title:		Date: 03-10-2011
Scale: 1 inch = 12 feet	File:	
Tract 1: 0.046 Acres: 1984 Sq Feet: Closure = s88.4010e 0.00 Feet: Precision = 1/138961: Perimeter = 192 Feet		
001=s00.0700e 30.00	003=n00.0452w 30.00	
002=n90w 66.14	004=n90e 66.12	

South - closure

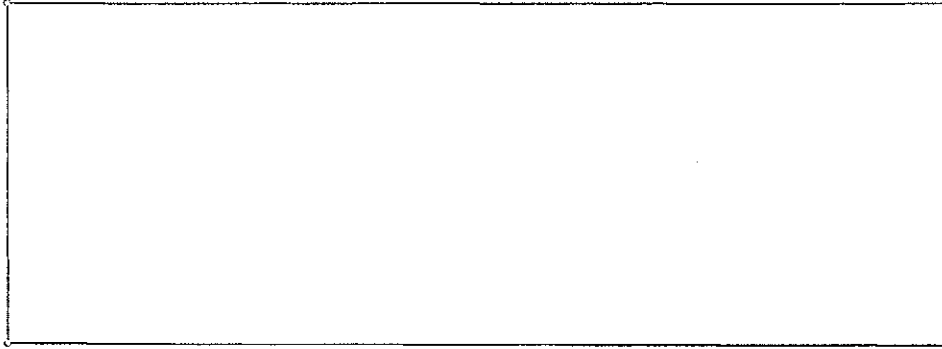
Northerly Emergency Access Easement
Park Meadows Land, LLC
Davis County Serial No. 12-066-0115
(March 10, 2011)

Beginning at a point on the west line of Park Meadows Phase 5 Amended - A Subdivision, said point being North 89°48'25" West 484.81 feet along the Section line and South 00°11'35" West 546.16 feet from the North Quarter Corner of Section 12, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running:

thence South 00°07'00" East 24.00 feet along the westerly boundary line of said Park Meadows Phase 5 Amended - A Subdivision;
thence North 89°53'35" West 66.01 feet to a point on the westerly boundary line of Park Meadows Land, LLC Property, Davis County Serial No. 12-066-0115;
thence North 00°04'52" West 24.00 feet along the westerly boundary line of said Park Meadows Land, LLC Property;
thence South 89°53'35" East 66.00 feet to the point of beginning.

Contains: 1,584 square feet. 0.036 acres.

North - description



Title:		Date: 03-10-2011
Scale: 1 inch = 12 feet	File:	
Tract 1: 0.036 Acres: 1584 Sq Feet: Closure = s89.2850w 0.00 Feet: Precision = 1/36784: Perimeter = 180 Feet		
001=s00.0700e 24.00	003=n00.0452w 24.00	
002=n89.5335w 66.01	004=s89.5335e 66.00	

North - closure

Exhibit B
to
Access and Roadway Easement

Drawing of Easement Property

See attachment

