

WHEN RECORDED, RETURN TO:

Gallagher & Kennedy, P.A.
2575 East Camelback Road
Phoenix, Arizona 85016
Attn: H. Curtis Keller
M-44060

ACCESS EASEMENT AGREEMENT

THIS ACCESS EASEMENT AGREEMENT (the "**Agreement**") is dated this 21 day of November, 2008, by and between SLEEPY RIDGE PROPERTY OWNERS' ASSOCIATION, a Utah non-profit corporation ("**Grantor**"), and the parties identified on Schedule 1 attached hereto and incorporated herein (collectively referred to herein as "**Grantee**").

WHEREAS, Grantor is the "Association", as defined in that certain Declaration of Easements, Covenants, Conditions and Restrictions dated November 18, 2005, recorded, December 13, 2004 in Entry No. 139465:2004, Official Records of Utah County, Utah (the "**CC&Rs**");

WHEREAS, Grantor is the fee owner, as permitted under the CC&Rs, of certain private roadways and common area described on Exhibit A, attached hereto and incorporated herein (the "**Easement Area**"), located in a planned residential development known as Sleepy Ridge, City of Orem, Utah County, Utah;

WHEREAS, Grantee is the fee owner of that certain land adjacent to the Easement Area described on Exhibit B, attached hereto and incorporated herein (the "**Benefited Area**"), located in the City of Orem, Utah County, Utah; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive perpetual easement for ingress and egress as set forth herein.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Access Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, for the use and benefit of the Benefited Area, a non-exclusive perpetual easement (the "**Access Easement**") over and across the Easement Area for the purpose of vehicular and pedestrian ingress and egress by Grantee and its agents, employees, contractors, heirs, successors, assigns, licensees and invitees (the "**Grantee Parties**") to permit access between the public right-of-way known as Sleepy Ridge Drive and the Benefited Area and to allow for the continued development of the Benefited Area.

2. Maintenance of Easement Area. Grantor shall repair, maintain and operate the Easement Area in accordance with the provisions of the CC&Rs.

3. Indemnity. Except to the extent caused by the negligence or willful misconduct of Grantor, Grantor shall not be liable for, and Grantee shall indemnify, defend and hold Grantor harmless for, from and against any claims, liability, judgments, loss, cost or expense, including

reasonable attorney's fees and costs, arising from the exercise of Grantee's rights under this Agreement or from any use of the Easement Area by Grantee or Grantee Parties.

4. Run With the Land. The easements hereby granted shall be perpetual and the easements, restrictions and covenants herein contained shall be easements, restrictions and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors and assigns, including without limitation all subsequent owners of the properties involved in this Agreement and all persons claiming under them. The rights and easements set forth herein shall be appurtenant to and shall pass with title to each portion of the Benefited Area and shall in no event be separated therefrom.

5. Entire Agreement; No Modifications. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, express or implied, and all negotiations or discussions of the parties, whether oral or written, and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as set forth herein. This Agreement may not be modified or amended without the prior written consent of Grantor and Grantee.

6. Enforcement.

- (a) The easements contained herein shall be construed together; but if it shall at any time be held that any one of such easements is invalid or for any reason become unenforceable, no other easement shall thereby be affected or impaired.
- (b) The failure to enforce any of the easements herein contained shall in no event be deemed a waiver of the right to do so thereafter or to enforce any other easement. All waivers must be in writing.
- (c) All of the rights, obligations and easements herein contained shall be enforceable by injunction, specific performance or by any other appropriate course of action at law or in equity. Any party shall have all remedies available at law or in equity.
- (d) If any party shall institute any action or proceeding (a "Suit") against any other party relating to violations, threatened violations or failure of performance of or under this Agreement or any default hereunder, or to enforce the provisions hereof, then the prevailing party shall be entitled to recover as an element of its cost of the Suit, and not as damages, reasonable attorneys' fees to be fixed by the court. A party not entitled to recover its costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating the amount of a judgment for purposes of determining whether a party is entitled to recover its costs or attorneys' fees. A party shall not be precluded from recovering attorneys' fees if said party uses in-house counsel.
- (e) Only Grantor, Grantee and their respective successors of fee ownership of the Easement Area and the Benefited Parcel or any portions thereof, shall have the right to enforce this Agreement.

7. Termination of Easement Agreement. This Agreement and the easements

granted herein shall be perpetual in duration; provided, however, that the Grantor and the Grantee may, by written agreement between the parties, terminate this Agreement.

8. Miscellaneous Provisions.

- (a) This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforceable to the greatest extent permitted by law.
- (b) This Agreement constitutes the entire understanding between the parties hereto relating to the subject matter hereof and may not be amended, waived, or discharged, except by an instrument in writing executed by Grantee and Grantor (or their respective successors and/or assigns). No failure of either party to exercise any power or to insist upon strict compliance with any obligation specified herein, and no custom, practice or course of dealing at variance with the terms hereof, shall constitute a waiver of such party's rights to demand exact compliance with the terms hereof.
- (c) The individual executing this Agreement on behalf of Grantor hereby warrants that they have all necessary authority, whether pursuant to a resolution of the Grantor's board of directors, pursuant to empowering provisions contained in Grantor's by-laws, partnership agreements, trust agreements, articles, and/or declarations, or otherwise, to bind Grantor to this Agreement.
- (d) The headings used in this Agreement do not constitute substantive matter to be considered in construing the terms of this Agreement.
- (e) This Agreement may be executed in counterparts and the signature pages combined to constitute one document.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date first set forth above.

GRANTOR:

SLEEPY RIDGE PROPERTY OWNERS' ASSOCIATION, a Utah non-profit corporation

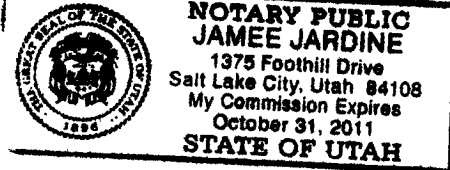
By: [Signature]
Name: Mark Dahl
Title: President

STATE OF Utah)
County of Salt Lake) ss.

The foregoing instrument was acknowledged before me this 21 day of Nov, 2008, by Mark Dahl, the President of SLEEPY RIDGE PROPERTY OWNERS' ASSOCIATION, a Utah non-profit corporation, on behalf of the corporation.

My Commission Expires: 10/31/2011

[Signature]
Notary Public



GRANTEE:

CLIRA, LLC, an Arizona limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of CLIRA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have executed this Access Easement Agreement as of the date first set forth above.

GRANTOR:

SLEEPY RIDGE PROPERTY OWNERS' ASSOCIATION, a Utah non-profit corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of SLEEPY RIDGE PROPERTY OWNERS' ASSOCIATION, a Utah non-profit corporation, on behalf of the corporation.

My Commission Expires: _____

Notary Public

GRANTEE:

CLIRA, LLC, an Arizona limited liability company

By: _____
Name: Tyler E. LeSueur
Its: Manager

STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 9th day of December, 2008, by Tyler E. LeSueur, the Manager of CLIRA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

My Commission Expires: _____

Cari Brimhall

Notary Public



PENSCO TRUST COMPANY, Custodian
FBO Dion L. Garner #GA1AC

By [Signature] 1/22/09
Name: _____
Its: _____

Consented to and Approved by:

DION L. GARNER

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of PENSCO TRUST COMPANY, Custodian FBO Dion L. Garner #GA1AC, on behalf of the company.

Notary Public

My Commission Expires:

STATE OF _____)
County of _____) ss.

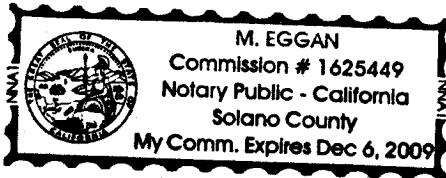
The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by DION L. GARNER, an individual.

Notary Public

My Commission Expires:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCOOn 1/22/09 before me, M. EGGAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officerpersonally appeared JEREMY LO
Name(s) of Signer(s)

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 [Signature]
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: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

PENSCO TRUST COMPANY, Custodian
FBO Dion L. Garner #GA1AC

By _____
Name: _____
Its: _____

Consented to and Approved by:

Dion L. Garner
DION L. GARNER

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of PENSCO TRUST COMPANY, Custodian FBO Dion L. Garner #GA1AC, on behalf of the company.

Notary Public

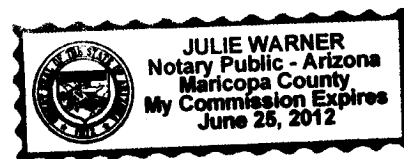
My Commission Expires:

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by DION L. GARNER, an individual.

Julie Warner
Notary Public

My Commission Expires:
June 25, 2012



GRANT AND FERN ELLSWORTH
REVOCABLE LIVING TRUST, dated May
22, 1984

By Grant R. Ellsworth
Grant R. Ellsworth, Trustee

By Fern S. Ellsworth
Fern S. Ellsworth, Trustee

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of
August, 2008, by Grant R. Ellsworth and Fern S. Ellsworth, the Trustees of
GRANT AND FERN ELLSWORTH REVOCABLE LIVING TRUST, dated May 22, 1984, on
behalf of the trust.



Cari Brimhall
Notary Public

My Commission Expires: 7/3/2012

HEINIG FAMILY TRUST, dated June 24,
2002

By _____
M. David Heinig, Trustee

By _____
Joan M. Heinig, Trustee

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of
_____, 2008, by M. David Heinig and Joan M. Heinig, the Trustees of the
HEINIG FAMILY TRUST, dated June 24, 2002, on behalf of the trust.

Notary Public

My Commission Expires:

GRANT AND FERN ELLSWORTH
REVOCABLE LIVING TRUST, dated May
22, 1984

By _____
Grant R. Ellsworth, Trustee

By _____
Fern S. Ellsworth, Trustee

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Grant R. Ellsworth and Fern S. Ellsworth, the Trustees of GRANT AND FERN ELLSWORTH REVOCABLE LIVING TRUST, dated May 22, 1984, on behalf of the trust.

My Commission Expires:

Notary Public

HEINIG FAMILY TRUST, dated June 24,
2002

By M. David Heinig
M. David Heinig, Trustee

By Joan M. Heinig
Joan M. Heinig, Trustee

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by M. David Heinig and Joan M. Heinig, the Trustees of the HEINIG FAMILY TRUST, dated June 24, 2002, on behalf of the trust.

see attached

Notary Public

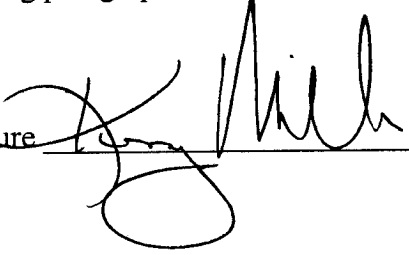
My Commission Expires:

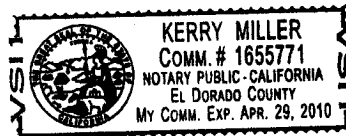
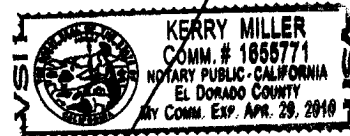
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT
NOTARY ATTACHMENT TO ACCESS EASEMENT AGREEMENT

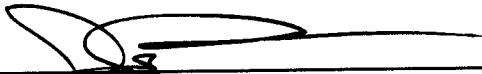
State of California)
)ss.
County of EL DORADO)

On DECEMBER 19, 2008, before me, KERRY MILLER, Notary Public, personally appeared M. DAVID HEINIG AND JOAN M. HEINIG , 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)

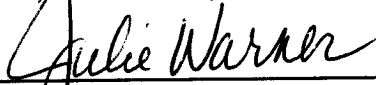



 JAMES LESUEUR

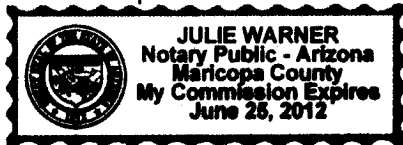

 ASHLEE LESUEUR

STATE OF Arizona)
 County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 4th day of December, 2008, by JAMES LESUEUR, an individual, and ASHLEE LESUEUR, an individual.


 Notary Public

My Commission Expires:
June 25, 2012



LMLIRA, LLC, an Arizona limited liability company

By _____
 Name: _____
 Its: _____

STATE OF _____)
 County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of LMLIRA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

 Notary Public

My Commission Expires:

JAMES LESUEUR

ASHLEE LESUEUR

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by JAMES LESUEUR, an individual, and ASHLEE LESUEUR, an individual.

Notary Public

My Commission Expires:

LMLIRA, LLC, an Arizona limited liability company

By _____
Name: Tyler E. Lesueur
Its: Manager

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 9th day of December, 2008, by Tyler E. Lesueur, the _____ of LMLIRA, LLC, an Arizona limited liability company, on behalf of the limited liability company.

Cari Brimhall

Notary Public

My Commission Expires: 7/3/2012



MAYFAIR CAPITAL LLC, a Delaware
limited liability company

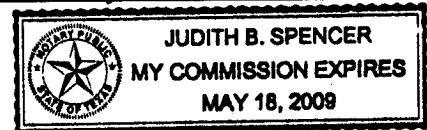
By *William M. Hamilton*
Name: William M. Hamilton
Its: Manager

STATE OF Texas)
) ss.
County of Harris)

The foregoing instrument was acknowledged before me this 2nd day of December, 2008, by William M. Hamilton, the Manager of MAYFAIR CAPITAL LLC, a Delaware limited liability company, on behalf of the limited liability company.

Judith B. Spencer
Notary Public

My Commission Expires:
May 18, 2009



LAYTON SKYLINE INVESTORS, L.L.P., an
Arizona limited liability partnership

By: Layton Revocable Trust dated
November 28, 1995
Its General Partner

By _____
M. Ross Layton, Trustee

By _____
Mareen Layton, Trustee

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by M. Ross Layton and Mareen Layton, the Trustees of the Layton Revocable Trust dated November 28, 1995, the General Partner of LAYTON SKYLINE INVESTORS, L.L.P., an Arizona limited liability partnership, on behalf of the limited liability partnership.

Notary Public

My Commission Expires:

MAYFAIR CAPITAL LLC, a Delaware
limited liability company

By _____
Name: _____
Its: _____

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of MAYFAIR CAPITAL LLC, a Delaware limited liability company, on behalf of the limited liability company.

Notary Public

My Commission Expires:

LAYTON SKYLINE INVESTORS, L.L.P., an
Arizona limited liability partnership

By: Layton Revocable Trust dated
November 28, 1995
Its General Partner

By [Signature]
M. Ross Layton, Trustee

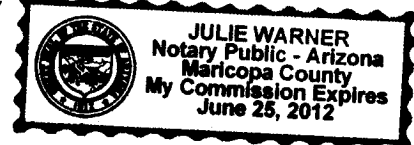
By [Signature]
Mareen Layton, Trustee

STATE OF Arizona)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by M. Ross Layton and Mareen Layton, the Trustees of the Layton Revocable Trust dated November 28, 1995, the General Partner of LAYTON SKYLINE INVESTORS, L.L.P., an Arizona limited liability partnership, on behalf of the limited liability partnership.

[Signature]
Notary Public

My Commission Expires:
June 25, 2012



Rick Smith

RICK SMITH

Cheryl Smith

CHERYL SMITH

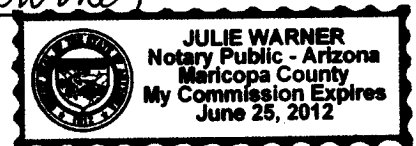
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by RICK SMITH, an individual, and CHERYL SMITH, an individual.

My Commission Expires:

June 25, 2012

Julie Warner
Notary Public



STEVEN P. STRONG AND DENISE P. STRONG REVOCABLE LIVING TRUST, dated March 25, 2008

By _____
Steven P. Strong, Trustee

By _____
Denise P. Strong, Trustee

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Steven P. Strong and Denise P. Strong, the Trustees of the STEVEN P. STRONG AND DENISE P. STRONG REVOCABLE LIVING TRUST, dated March 25, 2008, on behalf of the trust.

Notary Public

My Commission Expires:

RICK SMITH

CHERYL SMITH

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by RICK SMITH, an individual, and CHERYL SMITH, an individual.

Notary Public

My Commission Expires:

STEVEN P. STRONG AND DENISE P.
STRONG REVOCABLE LIVING TRUST, dated
March 25, 2008

By _____
Steven P. Strong, Trustee

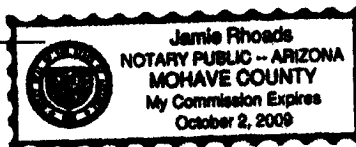
By _____
Denise P. Strong, Trustee

STATE OF Arizona)
) ss.
County of Mohave)

The foregoing instrument was acknowledged before me this 28 day of November, 2008, by Steven P. Strong and Denise P. Strong, the Trustees of the STEVEN P. STRONG AND DENISE P. STRONG REVOCABLE LIVING TRUST, dated March 25, 2008, on behalf of the trust.

Notary Public

My Commission Expires:
Oct. 2, 2009



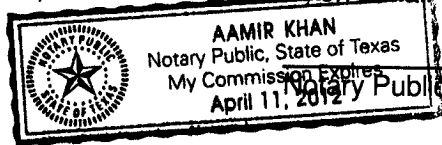
THE HANSEN FAMILY TRUST, dated June 23, 2005

By Todd B. Hansen
Todd B. Hansen, Trustee

By Sharon E. Hansen
Sharon E. Hansen, Trustee

STATE OF Tx)
County of Harris) ss.

The foregoing instrument was acknowledged before me this 31st day of Dec., 2008, by Todd B. Hansen and Sharon E. Hansen, the Trustees of THE HANSEN FAMILY TRUST, dated June 23, 2005, on behalf of the trust.



My Commission Expires:
04-11-2012

Aamir Khan

ANDREW MARTIN

JENNIFER MARTIN

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2008, by ANDREW MARTIN, an individual, and JENNIFER MARTIN, an individual.

My Commission Expires:

Notary Public

THE HANSEN FAMILY TRUST, dated June 23, 2005

By _____
Todd B. Hansen, Trustee

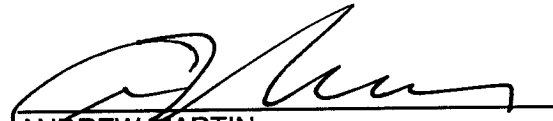

By _____
Sharon E. Hansen, Trustee

STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by Todd B. Hansen and Sharon E. Hansen, the Trustees of THE HANSEN FAMILY TRUST, dated June 23, 2005, on behalf of the trust.

My Commission Expires:

Notary Public

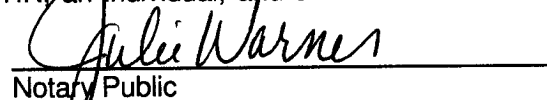

ANDREW MARTIN

JENNIFER MARTIN

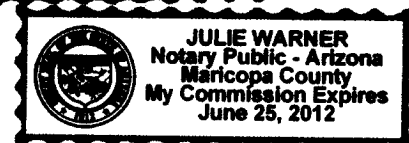
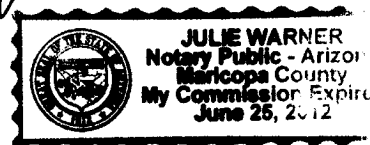
STATE OF Arizona)
County of Maricopa) ss.

The foregoing instrument was acknowledged before me this 1st day of December, 2008, by ANDREW MARTIN, an individual, and JENNIFER MARTIN, an individual.

My Commission Expires:

June 25, 2012


Notary Public



NTC & CO., Custodian FBO Nyle D. Layton
IRA #060000000598

By *Michelle Fausett*
Name: Michelle Fausett
Its: Lead

Consented to and Approved by:

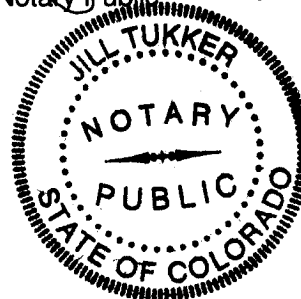
NYLE D. LAYTON

STATE OF Colorado)
County of Denver) ss.

The foregoing instrument was acknowledged before me this 16 day of December, 2008, by Michelle Fausett, the Lead of NTC & CO., Custodian FBO Nyle D. Layton IRA #060000000598, on behalf of the company.

My Commission Expires:
12-21-09

Jill Tucker
Notary Public



STATE OF _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by NYLE D. LAYTON, an individual.


Notary Public

My Commission Expires:

NTC & CO., Custodian FBO Nyle D. Layton
IRA #060000000598

By _____
Name: _____
Its: _____

Consented to and Approved by:


NYLE D. LAYTON

STATE OF _____)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2008, by _____, the _____ of NTC & CO., Custodian FBO Nyle D. Layton IRA #060000000598, on behalf of the company.

Notary Public

My Commission Expires:

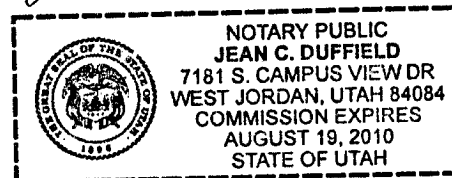
STATE OF Utah)
) ss.
County of Utah)

The foregoing instrument was acknowledged before me this 5 day of Dec, 2008, by NYLE D. LAYTON, an individual.

Notary Public

My Commission Expires:

8-19-10



SCHEDULE 1

PARTIES COMPRISING GRANTEE

1. CLIRA, LLC, an Arizona limited liability company, as to an undivided 2.580% interest;
2. PENSICO TRUST COMPANY, Custodian FBO Dion L. Garner #GA1AC, as to an undivided 8.637% interest;
3. Grant R. Ellsworth and Fern S. Ellsworth, Trustees of the GRANT AND FERN ELLSWORTH REVOCABLE LIVING TRUST dated May 22, 1984, as to an undivided 5.993% interest;
4. M. David Heinig and Joan M. Heinig, Trustees of the HEINIG FAMILY TRUST dated June 24, 2002, as to an undivided 3.214% interest;
5. JAMES LESUEUR and ASHLEE LESUEUR, husband and wife, as community property with right of survivorship, as to an undivided 4.734% interest;
6. LMLIRA, LLC, an Arizona limited liability company, as to an undivided 1.8901% interest;
7. MAYFAIR CAPITAL LLC, a Delaware limited liability company, as to an undivided 25.316% interest;
8. LAYTON SKYLINE INVESTORS, L.L.P., an Arizona limited liability partnership, as to undivided 26.0829% interest;
9. RICK SMITH and CHERYL SMITH, husband and wife, as community property with right of survivorship, as to an undivided 3.207% interest;
10. Steven P. Strong and Denise P. Strong, Trustees of the STEVEN P. STRONG AND DENISE P. STRONG REVOCABLE LIVING TRUST dated March 25, 2008, as to an undivided 4.430% interest;
11. Todd B. Hansen and Sharon E. Hansen, Trustees of THE HANSEN FAMILY TRUST dated June 23, 2005, as to an undivided 12.615% interest;
12. ANDREW MARTIN and JENNIFER MARTIN, husband and wife, as community property with right of survivorship, as to an undivided 0.344% interest; and
13. NTC & CO, Custodian FBO Nyle D. Layton IRA #060000000598, as to an undivided 0.957% interest.

EXHIBIT A

LEGAL DESCRIPTION OF THE EASEMENT AREA

Parcel No. 1:

THAT CERTAIN PRIVATE ROADWAY KNOWN AS FAIRWAY LANE, AS SHOWN AND DELINEATED ON THE PLAT OF FAIRWAY VILLAGE AT SLEEPY RIDGE P.R.D. – PHASE I – AMENDED, RECORDED APRIL 7, 2006 IN ENTRY NO. 41810:2006, MAP NO. 11591, OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

Parcel No. 2:

THAT CERTAIN PRIVATE ROADWAY KNOWN AS GOLDEN POND WAY, AS SHOWN AND DELINEATED ON THE PLAT OF GOLDEN POND AT SLEEPY RIDGE P.R.D. – PHASE 1, RECORDED DECEMBER 13, 2004 IN ENTRY NO. 139464:2004, MAP NO. 10834, OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

Parcel No. 3:

THAT CERTAIN PRIVATE ROADWAY KNOWN AS GOLDEN POND WAY, AS SHOWN AND DELINEATED ON THE PLAT OF GOLDEN POND AT SLEEPY RIDGE P.R.D. – PHASE 3, RECORDED MAY 13, 2005 IN ENTRY NO. 51516:2005, MAP NO. 11081, OFFICIAL RECORDS OF UTAH COUNTY, UTAH.

Parcel No. 4:

THAT CERTAIN PORTION OF THE COMMON AREA SHOWN AND DELINEATED ON THE PLAT OF GOLDEN POND AT SLEEPY RIDGE P.R.D. – PHASE 3, RECORDED MAY 13, 2005 IN ENTRY NO. 51516:2005, MAP NO. 11081, OFFICIAL RECORDS OF UTAH COUNTY, UTAH, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE OF THE PRIVATE DRIVE KNOWN AS 2040 WEST, AS SHOWN ON SAID PLAT, AT ITS INTERSECTION WITH THE SOUTH BOUNDARY LINE OF SAID PLAT;

THENCE WEST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 16.00 FEET TO THE POINT OF BEGINNING:

THENCE CONTINUING WEST, ALONG THE SOUTH LINE OF SAID PLAT, A DISTANCE OF 5.00 FEET TO THE WEST LINE OF SAID PLAT, ALSO BEING A POINT ON THE EAST LINE OF THE REAL PROPERTY DESCRIBED ON EXHIBIT A OF THAT CERTAIN NON-MERGER SPECIAL WARRANTY DEED IN LIEU OF FORECLOSURE, RECORDED _____, 2008 AS ENTRY _____:2008, OFFICIAL RECORDS OF UTAH COUNTY, UTAH;

THENCE NORTH, ALONG SAID WEST LINE OF SAID PLAT BEING THE EAST LINE OF SAID DEED, A DISTANCE OF 163.55 FEET TO THE WESTERLY PROLONGATION OF THE NORTH LINE OF THE PRIVATE DRIVE KNOWN AS GOLDEN POND WAY AS SHOWN ON SAID PLAT;

THENCE SOUTH 87 DEGREES 47 MINUTES 54 SECONDS EAST, ALONG SAID PROLONGATION, A DISTANCE OF 5.00 FEET TO THE INTERSECTION OF THE WEST LINE OF SAID 2040 WEST WITH THE NORTH LINE OF SAID GOLDEN POND WAY;

THENCE SOUTH, ALONG THE WEST LINE OF SAID 2040 WEST, A DISTANCE OF 163.36 FEET TO THE POINT OF BEGINNING.

EXHIBIT BLEGAL DESCRIPTION OF THE BENEFITED AREA

Beginning at a point which is South 89°45'46" West, along the section line, 513.687 feet and South 00°14'14" East, 2817.134 feet from the North Quarter Corner of Section 20, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 54°44'06" East, 102.84 feet to a point on a 484.00 foot radius curve to the right; thence 13.77 feet along said curve through a central angle of 01°37'48" (chord bears South 43°11'05" West, 13.77 feet); thence South 46°00'01" East, 40.00 feet; thence South 54°40'02" East, 106.23 feet; thence South 49°42'01" East, 58.98 feet; thence South 33°19'02" East, 47.87 feet; thence South 00°00'00" West, 558.75 feet; thence South 45°00'00" West 541.94 feet; thence North 45°00'00" West 467.82 feet; thence North 05°07'15" East, 21.33 feet; thence North 70°03'49" East, 32.31 feet; thence North 62°05'05" East, 65.37 feet; thence North 50°42'08" East, 53.69 feet; thence North 46°46'50" East, 56.50 feet; thence North 31°28'41" East, 50.14 feet; thence North 01°33'55" East, 58.22 feet; thence North 65°56'41" West, 32.52 feet; thence North 08°16'57" West, 51.59 feet; thence North 51°48'03" West, 40.81 feet; thence North 16°29'06" East, 120.78 feet; thence North 35°15'54" East, 497.33 feet to the point of beginning.

Also known as Proposed Fairway Village at Sleepy Ridge, Phase 3.