

When recorded return to:

Stephen K. Christensen
Nelson Christensen & Helsten
68 South Main Street, 6th Floor
Salt Lake City, Utah 84101

TRANSFER OF CONTROL AGREEMENT
[Spring Creek Ranch Planned Community]

THIS TRANSFER OF CONTROL AGREEMENT ("**Agreement**") is made as of the 16th day of April, 2009 (the "**Effective Date**"), by SHORELINE PROPERTIES, LLC, a Utah limited liability company ("**Shoreline**").

RECITALS

WHEREAS, Shoreline is the "**Declarant**" under that certain Declaration of Covenants, Conditions, and Restrictions and Reservation of Easements for Spring Creek Ranch, a Planned Residential Community (Expandable) (the "**Declaration**"), which was recorded on August 10, 2004 as Entry 91734:2004, Pages 1 through 21 in the Official Records of the Utah County Recorder; and

WHEREAS, the Declaration provides that upon purchasing a lot in the Spring Creek Ranch development (the "**Spring Creek Ranch Project**"), as more particularly described on attached Exhibit "A", all owners within the Spring Creek Ranch Project shall receive all rights associated with membership in the Spring Creek Ranch Homeowner's Association, Inc. (the "**Association**"); and

WHEREAS, in the Declaration, Shoreline has a reserved right as Declarant to retain control over the Association for a period of time, which shall not exceed the first to occur of: (a) six (6) years from the recording of the Declaration, or (b) one hundred twenty (120) days after seventy-five percent (75%) of the units in the Spring Creek Ranch Project have been conveyed by Declarant, or after all additional land has been added to the Spring Creek Ranch Project and all convertible land under Article 15 of the Declaration has been converted, whichever last occurs (the "**Control Right**"); and

WHEREAS, despite its Control Right, Shoreline desires to relinquish and hand over control of the Association to the unit owners in the Spring Creek Ranch Project. NOW, THEREFORE, Shoreline states as follows:

1. Incorporation of Recitals. The above Recitals are hereby incorporated into this Agreement.

2. Relinquishment of Control. As of the Effective Date, Shoreline, as Declarant of the Declaration, hereby relinquishes to the homeowners within the Spring Creek Ranch Project all control over or with regard to the Association except as may be contained herein. Shoreline hereby retains no rights over the Association, except with regard to its voting rights associated with units in the Spring Creek Ranch Project currently owned by Shoreline or which may be owned in the future by Shoreline or its successor.

2.1 Advertising Rights. Declarant retains the right to market, develop and sell units and future phases within Spring Creek Ranch and all voting rights related thereto.

2.2 Architectural Standards. The architectural and landscape standards that have been set forth by the development or approved by Lehi City shall not be amended without the written consent of the Lehi City Council and then only after one year from the date of this agreement. It is agreed that the Architectural Standards for home sizes shall be amended to conform with revised Lehi City Standards as of this date.

2.3 Continuation of Work on HOA Property. The Declarant retains the right of access to areas, other than individually owned lots, within Spring Creek Ranch that are still under development or are a part of future development, for the purpose of completing any and all aspects of work related to the development including work related to ongoing conservation efforts.

2.4 Conservation and Common Areas. All common areas and conservation areas are considered an important and integral part of the development and are intended to provide long term value, exclusivity and enjoyment to the development. As such, all areas set aside as conservation areas will be managed and maintained by a third party designated by the Declarant as provided for in Section 5.4 of the Declaration. Required Association payments for such work cannot exceed the amount set forth in that section and shall be made monthly as determined by the Declarant in cooperation with the Board of Directors. The Declarant will set aside a portion of the land as a Conservation Easement. Section 5.4 may not be amended without the written consent of the Declarant or its successor or assignee. The future Lehi City Park will be managed and maintained by Lehi City. All common areas will be managed and maintained by the Association.

2.5 Recordation. This Agreement shall be recorded against the Spring Creek Ranch Project in the office of the Utah County Recorder, State of Utah. To the extent that this Transfer of Control Agreement modifies or clarifies the Declaration, this document shall control.

IN WITNESS WHEREOF, Shoreline as Declarant has executed this Agreement as of the date set forth above.

SHORELINE PROPERTIES, LLC,
a Utah limited liability company

David N. Klock.

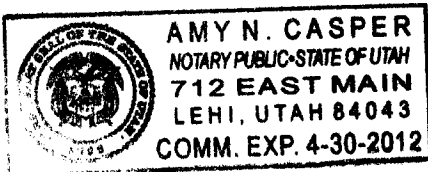
By: DAVID N. KLOCK.

Its: MEMBER.

AS DECLARANT.

STATE OF UTAH
COUNTY OF Utah

On the 20 day of April, 2009 personally appeared before me David N. Klock who duly acknowledged to me that he executed the foregoing Agreement as Declarant of THE URBAN RESOURCE GROUP, LLC, the manager of SHORELINE PROPERTIES, LLC, a Utah limited liability company.



Amy N. Casper
Notary Public

EXHIBIT "A"
Legal Description of Spring Creek Ranch Development

ENT 46051:2009 PG 5 of 5

EXHIBIT "A"~~ENT 91734:2004 PG 21 of 21~~Spring Creek Ranch - Overall Property Descriptions

July 30, 2004

NORTH PARCEL

Beginning at a point in a fence line on the northerly line of a county road, said point being located South 00°01'20" East along section line 462.89 feet and East 2155.98 feet from the West quarter corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence North 01°09'36" West along a fence line 483.51 feet; thence North 08°14'40" East along a fence line 26.48 feet; thence North 82°36'28" East along a fence line 90.76 feet; thence South 88°51'07" East along a fence line 411.55 feet; thence North 00°40'36" East 394.31 feet to the south property line of Kent G. Buckwalter as described in Deed recorded in Book 1433, at Page 335; thence North 40°42'46" East along said south property line 1004.97 feet; thence South 89°42'13" East along said south property line 829.87 feet to the westerly line of a county road; thence South 31°12'17" West along said westerly line 351.81 feet; thence South 29°59'15" West along said westerly line 330.90 feet; thence South 13°21'16" West along said westerly line 850.76 feet; thence North 88°35'11" West 225.42 feet; thence South 00°48'00" West 121.04 feet; thence South 89°20'21" East 199.10 feet to said westerly line of a county road; thence South 13°13'00" West along said westerly line 148.21 feet to the northerly line of said county road; thence North 89°19'50" West along said northerly line 887.44 feet; thence South 00°08'21" East 7.08 feet to a fence line on the north line of a county road; thence North 88°55'28" West along said fence line on the north line of said county road 492.23 feet to the point of beginning.

Area = 42.6439 acres

SOUTH PARCEL

Beginning at a point in a fence line on the southerly line of a county road, said point being located South 00°01'20" East along section line 508.38 feet and East 2420.60 feet from the West quarter corner of Section 21, Township 5 South, Range 1 East, Salt Lake Base and Meridian; thence South 89°01'58" East along a fence line 239.54 feet; thence South 89°02'13" East along a fence line 288.11 feet; thence South 88°56'08" East along a fence line 475.35 feet; thence South 89°44'34" East along a fence line and extension thereof 146.77 feet; thence North 12°00'00" East 37.56 feet; thence South 89°00'00" East 330.04 feet; thence South 01°18'12" West 0.53 feet; thence South 88°53'56" East 345.93 feet to a fence line; thence South 01°04'55" West along a fence line 811.35 feet; thence South 01°18'22" West along a fence line 208.17 feet; thence South 00°48'52" West along a fence line 175.08 feet; thence South 01°12'38" West along a fence line 899.79 feet; thence South 88°55'04" West 293.69 feet; thence North 88°42'56" West 0.85 feet; thence South 01°09'04" West 609.70 feet; thence South 00°59'00" West 591.34 feet to the Southeast corner of the line described in that certain Stipulation for Settlement, recorded Feb. 8, 2000, as Entry No. 10530:2000 of Official Records; thence North 61°30'32" West along said line 1250.29 feet to the intersection with the extension of the subject parcels westerly boundary; thence North 01°18'12" East along said westerly boundary 575.57 feet; thence South 88°20'33" West 173.11 feet; thence South 88°35'21" West 237.54 feet to a fence line; thence North 00°46'07" East along a fence line 764.08 feet; thence North 00°28'07" East along a fence line 1369.96 feet to the point of beginning.

Area = 110.8002 acres