

2008

Maurine J. Lloyd, an individual v. Cynthia M. Lloyd,
an individual, Dennis S. Lloyd, an individual, and
all persons unknown claiming any right, title or
interest and/or lien upon the real property
described in the complaint adverse to the plaintiff's
ownership or clouding title thereto : Brief of
Appellant

Utah Court of Appeals

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FILED
UTAH APPELLATE COURTS
MAR 17 2009

UTAH COURT OF APPEALS

MAURINE J. LLOYD, an individual,

Plaintiff,

vs.

CYNTHIA M. LLOYD, an individual,
DENNIS S. LLOYD, an individual, and
all persons unknown claiming any right,
title or interest and/or lien upon the real
property described in the complaint
adverse to the plaintiff's ownership or
clouding title thereto

Defendants.

Appellate Case No. 20081050

Trial Court No. 030922233

BRIEF OF APPELLANTS

APPEAL FROM ORDER ENTERED DECEMBER 4, 2008
BY THE HONORABLE LEE DEVER
THIRD DISTRICT COURT, SALT LAKE COUNTY

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Dennis S. Lloyd

UTAH COURT OF APPEALS

MAURINE J. LLOYD, an individual,	:	
	:	
Plaintiff,	:	
	:	
vs.	:	
	:	
CYNTHIA M. LLOYD, an individual,	:	Appellate Case No. 20081050
DENNIS S. LLOYD, an individual, and	:	
all persons unknown claiming any right,	:	Trial Court No. 030922233
title or interest and/or lien upon the real	:	
property described in the complaint	:	
adverse to the plaintiff's ownership or	:	
clouding title thereto	:	
	:	
Defendants.	:	

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LIST OF ALL PARTIES

Maurine L. Lloyd
Cynthia M. Lloyd
Dennis S. Lloyd
Susan L. Martinez*
Richard D. Martinez*

* Susan L. Martinez and Richard D. Martinez were parties to the Stipulation and Agreement for Court Supervised Sale of Real Property that is at issue in his appeal. In that Stipulation both Susan L. Martinez and Richard D. Martinez submitted themselves to the jurisdiction of the Court. Neither Susan L. Martinez and Richard D. Martinez are parties to underlying action in this case.

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JURISDICTION

This Court has jurisdiction over this matter pursuant to Utah Code Annotated §78A-4-103(2)(j).

STATEMENT OF CASE

This case involves a Stipulation and Agreement for Court Supervised Sale of Real Property (the “Stipulation”) that provided for the sale of certain real property (the “Subject Property.”) Pursuant to the Stipulation, the Subject Property was listed with Ralph Riedel of Coldwell Bankers for six months (from July 10, 2007 to January 10, 2008) with a minimum sales price of \$9.50 per square foot. By January 10, 2008 - the end of that sales period - the Subject Property had not sold.

At a May 19, 2008 status conference, plaintiff made an oral motion to extend the sales period for an additional six months. Under the Stipulation, the Court had authority to extend the sales period for an additional six months if the Court found that it was “likely” that the Subject Property would sell for not less than \$9.50 per square foot within that extended sales period. Plaintiff presented no evidence at that hearing or thereafter that it was “likely” that the Subject Property would sell for not less than \$9.50 per square foot during an extended

sales period.

The Court nevertheless granted that motion and also changed the real estate agent from Ralph Riedel to Equity Real Estate, eliminated the \$9.50 per square foot minimum sales price and held that the six month extension would begin to run from the date the listing agreement with the new real estate agent was signed. The Stipulation did not authorize the trial court to make those changes. Defendants thereafter filed a Petition for Interlocutory Appeal from that Order, which was granted.

STATEMENT OF ISSUES

1. Where a Stipulation and Agreement for Court Supervised Sale of Real Property (the "Stipulation") authorized the trial court to extend the sales period for the "Subject Property" for an additional six (6) months if "the Court [was] persuaded that an additional six (6) months sales period [would] likely result in the sale of the Subject Property [for not less than \$9.50 per square/foot]," did the trial court error in extending the sales period for the Subject Property for an additional six months based on the evidence that was presented in support of that extension?

2. Did the trial court have authority under the Stipulation to change the real estate

agent from “Ralph Riedel of Coldwell Banker” to “Equity Real Estate,” to eliminate the \$9.50 per square foot sales price minimum set forth in the Stipulation, or to extend the sales period for the Subject Property beyond July 10, 2008?

3. If the trial court did have authority under the Stipulation to make the changes referenced in paragraph 2, did the trial court nevertheless error in making the changes referenced in paragraph 2 since plaintiff did not request those changes in her motion?

4. If the trial court did have authority under the Stipulation to make the changes referenced in paragraph 2, did the trial court nevertheless error in making the changes referenced in paragraph 2 based on the evidence that was presented in support of those changes?

5. Should appellants be awarded their attorney's fees on appeal?

ISSUES PRESERVED IN TRIAL COURT

The foregoing issues were preserved in the trial court inasmuch as defendants opposed plaintiff's oral motion to extend the sales period. R. 446-448, 726-732.

STANDARD OF REVIEW

Under the Stipulation, the trial court had authority to extend the sales period for six

months only if it found that such an extension would “likely result” in the sale of the Subject Property for not less than \$9.50 per square foot. The standard for reviewing that decision is abuse of discretion. Whether the trial court had authority under the Stipulation to make the other changes objected to is reviewed for correctness. See Craig Food Industries, Inc. vs. Weihing, 746 P.2d 279 (Utah App. 1987).

STATEMENT OF FACTS

1. On September 30, 1997, Maurine Lloyd quit-claimed certain property located at 13413 South Minuteman Drive, Draper, Utah (the “Property”) to Cynthia M. Lloyd and Dennis S. Lloyd. R. 8.
2. On October 7, 2003, Maurine Lloyd filed a Complaint against Cynthia M. Lloyd and Dennis S. Lloyd in this case (the “Action”) to void that transfer. R. 1-7.
3. On June 12, 2007, Maurine Lloyd, Cynthia M. Lloyd and Dennis S. Lloyd, the parties to the Action, and Susan L. Martinez and Richard D. Martinez, non-parties to the Action, entered into a Stipulation and Agreement for a Court Supervised Sale of Real Property (the “Stipulation.”) R. 395-407. See Addendum A attached hereto.
4. Under the Stipulation, the Property was to be placed on the market for sale for

six (6) months, together with five other contiguous parcels of property (collectively, the “Subject Property”)¹:

<u>Parcel No.</u>	<u>Owner</u>
34-06-101-020	Susan L. Schelin (Martinez)
34-06-101-021	Richard D. and Susan L. Martinez
34-06-101-003	Dennis S. and Cynthia M. Lloyd
34-06-101-004	Dennis S. and Cynthia M. Lloyd
34-06-101-005	Dennis S. and Cynthia M. Lloyd

See Stipulation, pg.1. (R. 399.)

5. The Stipulation provided that the Subject Property would be listed for six (6) months “with Ralph Riedel of Coldwell Banker Commercial” and “marketed for sale at the highest possible sale price” but for “no less than \$9.50/square foot:”

The parties agree to retain the services of real estate agent/broker Ralph Riedel of Coldwell Banker Commercial (the “Listing Agent”) to list the Subject Property and market the Subject Property for sale at the highest possible sale price, no less then \$9.50/square foot based on a raw land square foot value, and at the lowest possible costs of sale.

¹The parties to the Stipulation believed that if the six parcels were sold together they would have a greater value than if sold separately. Stipulation, pg. 2. (R. 400.)

Id. at ¶ 3. (R. 401.)

6. The Stipulation authorized the trial court to extend the sales period for an additional six (6) months if “the Court [was] persuaded that an additional six (6) months sale period [would] likely result in the sale of the Subject Property [for not less than \$9.50 per square/foot]:”

Notwithstanding the foregoing, the sale period may be extended for an additional six (6) months, by Court order, provided that the Court is persuaded that an additional six (6) month sale period will likely result in the sale of the Subject Property, or by stipulation of the parties.

Id. at ¶ 7. (R. 402.)

7. The Stipulation provided that during the six month sales period the Action would be stayed:

The Action shall be stayed for a period of six (6) months from the date of the Court’s order on this Stipulation with an option for another six (6) months as provided herein....

Id. at ¶ 3. (R. 401.)

8. If the Court extended the sales period for an additional six months, the Action would also be stayed during that extended sales period. Id.

9. If the Subject Property was sold within six months for “not less than \$9.50 a square foot,” or within an additional six months if the trial court extended the sales period an additional six months, then the sales proceeds would be disbursed as provided in the Stipulation and the Action would be dismissed with prejudice. Id. at ¶ 8 (R. 403.)

10. If the Subject Property was not sold within six months for “not less than \$9.50 a square foot,” or within an additional six months if the trial court extended the sales period, then the stay on prosecution of the Action would be lifted and the Stipulation would be “void ab initio, of no force or effect:”

If escrow is not opened for the sale of the Subject Property within six (6) months of the date of the Court’s order on this Stipulation in an amount of not less than \$9.50 per square foot based on a raw land square foot market value of the Subject Property, then the stay of the Action shall be lifted and prosecution of this matter shall proceed.

If the sale of the Subject Property is not concluded within six (6) months or a year as the case may be, then this Stipulation and Agreement to Sell Real Property shall be void ab initio, of no force or effect, the parties shall be restored to their positions status quo ante and nothing contained herein, including any recital, shall constitute an admission of law or fact by or against any party.

Id. at ¶ 7. (R. 402.)

11. On July 10, 2007, the Court entered an Order accepting the Stipulation. (R. 407.)

12. On or about July 10, 2007, the Subject Property was listed with Ralph Riedel of Coldwell Bankers Commercial.

13. By January 10, 2008, the Subject Property had not sold.

14. By April 14, 2008, no motion had been filed (nor had any other request been made) to extend the sales period. See Docket.

15. On April 14, 2008, defendants filed a Request for Rule 16 Scheduling Conference. R. 440.

16. On May 19, 2008, a scheduling conference was held. R. 442.

17. At that scheduling conference, plaintiff's counsel made an oral motion to extend the sales period for an additional six months, and the Court immediately agreed:

MS. CROCKER: I would really like to see the property re-listed, given another shot in this, you know, the spring and summer time to see if we can get it back under contract. If it

doesn't go under contract during the best time of the year, then we'd love to be back before you, but I think that we should give it another shot.

...

THE COURT: I don't see any reason why it shouldn't be listed for sale while we're waiting for the trial.

MR. CLINE: Well, ... the settlement agreement has expired at this point...

R. 726-27.

18. Defendants requested that such a motion be made in writing, but the trial court declined that request and gave defendants 15 days to respond to plaintiff's oral motion:²

²Susan L. Martinez and Richard D. Martinez, both non-parties to the Action, had signed the Stipulation and included two parcels of property as part of the "Subject Property." One parcel was owned by both Susan L. Martinez and Richard D. Martinez and one parcel was owned by Susan L. Martinez. Under the Stipulation, they submitted themselves to the jurisdiction of the Court. Billie Crocker, attorney for plaintiff, represented Susan L. Martinez and Richard D. Martinez for purposes of negotiating the Stipulation. R. 424. Ms. Crocker's appearance at the May 19, 2008 and October 28, 2008 hearings and in related pleadings were only on behalf of the plaintiff (Maurine Lloyd). Ms. Crocker did not enter an appearance on behalf of Susan L. Martinez or Richard D. Martinez at those hearings or otherwise. Plaintiff's motion and the Court's ruling thereon substantively effect Susan L. Martinez and Richard D. Martinez's right since the "Subject Property" includes property belonging to them. Based on the trial court record, Susan C. Martinez and Richard D. Martinez have not yet appeared or been apprised of plaintiff's motion or of the Court's ruling thereon.

MS. CROCKER: If we can get that extended for an additional six-month period, that would be our request today.

MR. CLINE: Your Honor, if she wants to make that motion I would request she does it in writing, we'd have an opportunity to respond.

THE COURT: I'll give you 15 days to respond to her [oral motion.]

R. 726-27.

19. At the May 19, 2008 hearing, plaintiff moved for a six month extension, but there was no evidence presented as to whether such an extension would “likely result in a sale of the Subject Property” at not less than \$9.50 a square foot. R. 726-732.

20. On June 2, 2008, defendants filed a Memorandum in Opposition to Motion to Extend Agreement for a Court Supervised Sale of Real Property. R. 446-448.

21. On June 13, 2008, plaintiff filed a Reply Memorandum in Support of Motion to Extend (the “Reply Memorandum”). R. 453-456.

22. On August 5, 2008, the Court entered a Minute Entry Ruling granting plaintiff's motion. R. 515-516.

23. In her Reply Memorandum, plaintiff's counsel alleged that she “presented a

listing packet at the [May 19, 2008] hearing prepared by Equity Real Estate indicating that a sale of the property over the next six months was likely.” R. 450.

24. As evidenced by the transcript of the May 19, 2008 hearing, no such “listing packet” was presented (or mentioned) at that hearing. R. 724-732.

25. No such “listing packet” was attached to plaintiff’s Reply Memorandum or has otherwise been made part of the record in this case. R. 449-452.

26. The Form of Order submitted by plaintiff changed the listing agent to “Equity Real Estate,” did not include the \$9.50 per square foot minimum sales price requirement and did not specify when the six-month extension began and ended. R. 592-93.

27. In her oral motion at the May 19, 2008 hearing, plaintiff did not move to change the listing agent, to eliminate the \$9.50 per square foot minimum sales price or to change the date the six month extension began. (Under the Stipulation, a six month extension would begin on January 10, 2008 - the date the first sales period ended - and end on July 10, 2008 - six months later.) R. 724-732.

28. On August 28, 2008, defendants filed an Objection to Form of Order. R. 590-

93.

29. On October 28, 2008, a hearing was held on defendants' Objection to Form of Order.

R. 645.

30. At that hearing, defendants' counsel objected to changing the real estate agent from Ralph Reidel to Equity Real Estate. R. 734-737.

31. Defendants' counsel also noted that under the Stipulation any six month extension would run for six-months from the date the first sales period ended (i.e., would run for six months from January 10, 2008):

MR. CLINE: [M]y reading of the stipulation is that it was six months from January 10th of 2008 until July 10th of 2008, was the six-month extension, which would be six months after the original six-month date. And so by the time that was finally submitted to the Court and ruled on, that six-month period of time would have already passed. And -

THE COURT: If I recall, that deal is that if it hasn't been listed and they're waiting for the Court to make a decision and you file something, doesn't really make much sense to say, Well, gee, it should have been listed from January to June and now it's August so you're time as listed is already running even though the Court didn't have a hearing, an order until after the time was up.

MR. CLINE: Right. And the response to that was if they, as that January 10th, 2008, time approached and it hadn't been sold, at that point if they, if plaintiff had wanted to take advantage of that six-month period, they should have filed back in December or January, but they didn't. They waited until May.

R. 735-736.

32. Defendants also objected at the hearing to deleting the \$9.50 per square foot minimum sales price from the Order. R. 734-736.

33. The Court overruled all three objections. R. 739-741.

34. On December 4, 2008, the Court entered an Order changing the listing agent from Ralph Riedel of Coldwell Bank to "Equity Real Estate" and eliminating the requirement that any offer on the Property must be for at least \$9.50 a square foot. See Addendum B hereto. R. 649-650.

35. The Order provides that the extended sales period will begin from the date the new listing agreement is signed. See Addendum B. ¶2. R. 649-650. ("The sale period of the subject property is extended for six months, such period to begin upon execution by all parties of the listing agreement with Equity Real Estate.")

36. As to any offers below \$9.50 per square feet, the Order provides that “[o]ffers to purchase shall be presented to the Court for consideration if the parties cannot agree upon acceptance.” See Addendum B. ¶ 3. R. 649-650.

SUMMARY OF ARGUMENT

Under the Stipulation, the trial court could only extend the sales period if it found that a sale of the Subject Property during the extended sales period at not less than \$9.50 per square foot was “likely.” The trial court erred in extending the sales period because there was no evidence that it was “likely” that the Subject Property would sell at not less than \$9.50 per square foot if such an extension was granted.

The Stipulation did not grant the trial court authority to change the real estate agent, to eliminate the \$9.50 per square foot minimum sales price or to extend an extended sales period beyond July 10, 2008. Because the Stipulation did not grant the trial court authority to make those changes, the trial court erred in doing so.

ARGUMENT

I. THE TRIAL COURT ERRORED IN EXTENDING THE SALES PERIOD.

The trial court erred in extending the sales period for six (6) months. The Stipulation granted the trial court authority to extend the sales date only if it found that such an extension would “likely result” in sale of the Subject Property at not less than \$9.50 a square foot. At no time did plaintiff present any evidence to the Court that such an extension would “likely result” in the sale of the property for not less than \$9.50 per square foot. The issue of whether such an extension would “likely result” in a sale of the Subject Property for not less than \$9.50 a square foot was never discussed at the May 19, 2008 hearing.

In her Reply Memorandum, plaintiff's counsel claimed that she submitted a “listing packet” from Equity Real Estate at the May 19, 2008 hearing that indicated that such an extension would “likely result” in a sale of the Subject Property for not less than \$9.50 a square foot. See Reply Memorandum (“plaintiff presented a listing packet at the [May 19, 2008] hearing prepared by Equity Real Estate indicating that a sale of the property over the next six months was likely.”) R. 450. The transcript from the May 19, 2008 hearing

demonstrates that no such “listing packet” was introduced, or even mentioned, at that hearing.

R. 726-732. That “listing packet” was never made part of the record.

In challenging a finding of fact, the appellant must “marshal all evidence in favor of the facts as found by the trial court and then demonstrate that even viewing the evidence in a light most favorable to the court below, the evidence is insufficient to support the findings of fact.” Saunders v. Sharp, 806 P.2d 198, 199 (Utah 1991.) In this case, there is no evidence to “marshal” since plaintiff presented no evidence that the Subject Property would likely sell for not less than \$9.50 a square foot during an extension period.

It was an abuse of discretion to extend the sales period when there was no evidence that it was “likely” that the Subject Property would sell for not less than \$9.50 per square foot during an extended sales period. See, e.g., Burke v. Lewis, 122 P.3d 533, 535 (Utah 2005) (“[D]iscretion has been abused if the trial court takes any action beyond the sphere of its discretion.”) Where there is no evidence to support a finding, the Order which is based on that finding must be vacated. See e.g., Hathaway v. United Tintic Mines Co., 132 P. 388, 389 (Utah 1913) (“no court should permit itself to make a finding of fact where the record is

conclusive, as in this case, that there is absolutely no evidence to support such a finding.”)
With no evidence before the trial court to support a finding that a six month extension would
“likely result” in a sale of the Subject Property at not less than \$9.50 a square foot, the trial
court abused its discretion in granting that extension and the Order should be vacated.

II. THE TRIAL COURT DID NOT HAVE AUTHORITY UNDER THE STIPULATION
TO MAKE OTHER CHANGES TO THE MANNER OF SALE.

Even if the Court did not error in extending the sales period, the Court did not have
authority under the Stipulation to change the real estate agent from Ralph Riedel to Equity
Real Estate, to eliminate the requirement that the Subject Property sell for not less than \$9.50
a square foot or to extend the sales period past July 10, 2008. The courts are “bound by
stipulations between parties.” Yeargin, Inc. v. Auditing Div. of Utah State Tax Com’n, 20
P.3d 287, 292 (Utah 2001.) A stipulation “restrict[s]” the trial court’s discretion to act. In re:
Adoption of E.H., 103 P.3d 177, 182 (Utah App. 2004). Where the Stipulation does not give
the Court authority to act, the Court does not have authority to do so, absent consent of all the
parties to the Stipulation.

A. The trial court erred in changing the listing agent to Equity Real Estate. Under

the Stipulation, the parties agreed that the real estate agent would be Ralph Riedel of Coldwell Banker. The Stipulation did not give the Court authority to change the real estate agent. Defendants did not agree to list their property with Equity Real Estate, nor does the Stipulation provide the trial court discretion to change the real estate agent without defendants' consent.

The Stipulation was an “agreement for a Court supervised sale of real property.” R. 396. The Stipulation specifically sets forth the agreed upon authority granted to the Court in supervising the sale of the Subject Property. For example, the Stipulation expressly provided that the “sale period may be extended for an additional six (6) months, by Court orders, provided that the Court is persuaded that an additional six (6) months sale period will likely result in the sale of the Subject Property [at not less than \$9.50 per square foot.]” R. 402-403. However, the Stipulation did not give the Court authority to change the real estate agent agreed to by the parties in the Stipulation. The Court did not have authority to change the terms and conditions of sale that the parties agreed to under the Stipulation, except as expressly granted to the Court thereunder or as agreed to by the parties. The Court erred in

changing the real estate agent to Equity Real Estate since it had no authority to do so under the Stipulation.

B. The Court did not have authority to eliminate the \$9.50 per square foot minimum.

The Stipulation provided that the Subject Property would be sold “at the highest possible sales price, [but] no less than \$9.50 square foot...” R. 401. The Stipulation also provides that “[i]f escrow is not opened for the sale of the Subject Property within six (6) months of the date of the Court’s order on this stipulation in the amount of not less than \$9.50 per square foot..., the stay of the action shall be lifted.” R. 402. The Court was not granted authority under the Stipulation to eliminate the \$9.50 per square foot minimum sales price. The Court erred in ordering the Subject Property to be placed on the market for sale without a \$9.50 minimum sales price, since it had no authority to do so under the Stipulation.

C. The trial court did not have authority to extend the sales period past July 10, 2008.

The Stipulation provided that the “sales period” may be extended for six months, if the Court finds that it is “likely” that the Subject Property will sell for not less than \$9.50 a square foot during that extended sales period. The initial “sales period” under the Stipulation was from

July 10, 2007 to January 10, 2008. Accordingly, a six month extension of that sales period would be from January 10, 2008 to July 10, 2008. The Stipulation only gave the Court authority to extend the “sales period” for six months. Since the first “sales period” was from July 10, 2007 to January 10, 2008, a six (6) month extension would be from January 10, 2008 until July 10, 2008. The Court erred in extending the sales period beyond July 10, 2008 since that change exceeded the scope of the discretion granted to the Court under the Stipulation.

In this case, plaintiff did not make her motion to extend the sales period until the May 19, 2008 scheduling conference, over four (4) months after the initial sales period had ended. If plaintiff wanted the full benefit of an extended sales period, she should have made her motion in November or December, 2007, prior to the expiration of the initial sales period on January 10, 2008.

III. THE COURT ERRORED IN MAKING THE OTHER CHANGES

Even if the Court did have authority to make the three changes discussed above, the Court erred in making those changes since none of them were requested in plaintiff's

motion and there was no factual basis supporting those changes.

A. None of those changes were requested in plaintiff's motion. None of those three provisions in the Order (changing the real estate agent, eliminating the \$9.50 a square foot minimum and using the date the listing agreement with Equity Real Estate was signed to start the six month extension) were requested in plaintiff's May 19, 2008 motion. All of those changes appeared for the first time in plaintiff's Reply Memorandum or thereafter. Since those changes were not part of plaintiff's motion, the Court erred in including them in the Order.

B. There was no factual basis supporting those changes. There was also no factual basis to support those three changes. There was no evidence that Ralph Riedel would not perform satisfactorily, or that Equity Real Estate would provide superior performance. There was no evidence that the real estate market will never recover and that it is in the best interest of the parties to the Stipulation to sell the Subject Property at any price. There was also no evidence that a January 10, 2008 to July 10, 2008 extension was not a satisfactory extension period. The trial court also erred in making those changes since there was no factual basis

to support making any of those changes.

IV. DEFENDANTS ARE ENTITLED TO ATTORNEY'S FEES ON APPEAL.

The Stipulation provides that “[i]n the event of any controversy relating to or arising from this Stipulation” the “prevailing party” shall be entitled to attorney’s fees:

In the event of any controversy relating to or arising from this Stipulation, or any facts based upon the same, including but not limited to further agreement, the prevailing party, whether in court or by way of out of court settlement, shall be entitled to recover from the nonprevailing party or parties such prevailing party’s attorneys fees, court costs and/or other expenses relating to such controversy, including attorney’s fees, court costs and/or other expenses on appeal, if any.

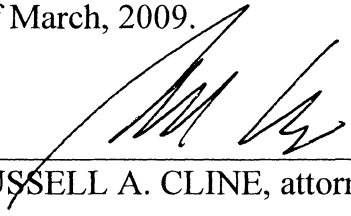
See Stipulation, pg. 6 (R. 404)

In the event appellants are the prevailing party on appeal, this Court should award appellants their attorney’s fees incurred on appeal.

CONCLUSION

For the foregoing reasons, the Order should be vacated and appellants should be awarded their attorney’s fees on appeal.

Dated this 16 day of March, 2009.




RUSSELL A. CLINE, attorney for Defendants

CERTIFICATE OF MAILING

I HEREBY CERTIFY that on the 16 day of March, 2009, I caused to be delivered via first class mail, postage pre-paid, two copies the foregoing to:

Billie Crocker
1106 East 4500 South
Salt Lake City, UT 84117
Attorney for Plaintiff

Susan L. Martinez
Richard D. Martinez
c/o Billie Crocker
1106 East 4500 South
Salt Lake City, UT 84117

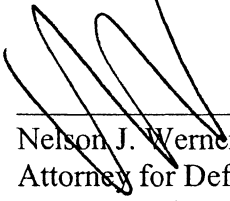


ADDENDUM A

referenced herein will be distributed to the parties to the agreement as set forth in the Agreement to Sell Real Property. This action shall be stayed pending the sale of the property. The Stipulation and Agreement for a Court Supervised Sale of Real Property is attached hereto.

Dated June 18, 2007

Nelson J. Werner
Attorney & Counselor at Law



Nelson J. Werner
Attorney for Defendants, DENNIS S.
LLOYD and CYNTHIA M. LLOYD

CERTIFICATE OF MAILING

I am counsel of record licensed to practice law in the State of Utah and I am located in the County of Salt Lake, State of Utah. I am over the age of 18 and not a party to the within action; my business address is 2150 South 1300 East, Suite 500, Salt Lake City, Utah 84106

On June 18, 2007, I served the foregoing document described as: NOTICE OF APPEARANCE on the interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Ms. Billie Crooker
1106 East 4500 South
Salt Lake City, UT 84117

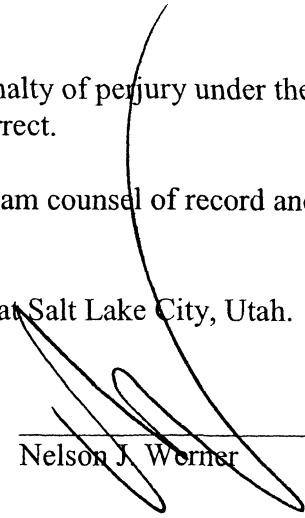
/X/ (BY MAIL) I caused such envelope with postage thereon fully prepared to be placed in the United States mail at Salt Lake City, Utah. I am readily familiar with this office's business practices for collection and processing of correspondence for mailing with the U.S. Postal Service pursuant to with practice the correspondence will be deposited with the U.S. Postal Service this same day in the ordinary course of business.

// (BY PERSONAL SERVICE) I cause such envelope to be delivered by hand to the offices of the addressed.

/X/ (STATE) I declare under penalty of perjury under the laws of the State of Utah that the above is true and correct.

// (FEDERAL) I declare that I am counsel of record and member of the bar of this Court.

Executed on June 18, 2007, at Salt Lake City, Utah.



Nelson J. Werner

**STIPULATION AND AGREEMENT FOR A
COURT SUPERVISED SALE OF REAL
PROPERTY**

ORIGINAL

STIPULATION AND AGREEMENT
FOR A COURT SUPERVISED SALE OF REAL PROPERTY

This Stipulation and Agreement for a Court Supervised Sale of Real Property (hereinafter "Stipulation") is made and entered into by and among Plaintiff MAURINE J. LLOYD and Defendants DENNIS S. LLOYD and CYNTHIA M. LLOYD and third parties Susan L. Martinez and Richard D. Martinez and is effective as of such date.

RECITALS

WHEREAS, on October 7, 2003, Plaintiff filed a complaint against Defendants seeking quiet title to that certain real property commonly known as 13413 Minuteman Drive, Nos. 7 and 8 and identified as Parcel No. 34-06-101-001 and legally described in Exhibit "1" attached hereto and incorporated by this reference herein (hereinafter "Parcel 001"). Plaintiff's complaint also alleges causes of action for fraud, misrepresentation, theft, intentional infliction of emotional distress and unjust enrichment. The complaint was filed in the Third Judicial District Court of the State of Utah, County of Salt Lake, Case number 030922233 (hereinafter the "Action").

WHEREAS, on November 3, 2003, Defendants filed and served their answer to Plaintiff's complaint and counter-claim against Plaintiff alleging intentional interference with prospective economic relations, defamation, quiet title, intentional infliction of emotional distress, conspiracy, unjust enrichment, declaratory relief, injunctive relief, invasion of privacy and injurious falsehood and for punitive damages.

WHEREAS, on April 19, 2004, Plaintiff caused to filed and recorded a lis pendens placing a lien on Parcel 001. Plaintiff's Lis Pendens also placed a lien on other real property owned by the Defendants and identified as Parcel Nos. 34-06-101-003, 34-06-101-004, 34-06-101-005 and 34-18-101-012 (hereinafter Parcel Nos. 003, 004, 005 and 012).

WHEREAS, on May 9, 2006, Defendants filed a Motion to Expunge the Lis Pendens as to all real property identified in Plaintiff's Lis Pendens with the exception of Parcel 001 described hereinabove.

WHEREAS, on or about October 26, 2006, Plaintiff's counsel caused to be filed and recorded a Partial Release of Lis Pendens, releasing the lien against Parcel No. 012 described herein.

WHEREAS, on January 16, 2007, the Court issued its Minute Entry Ruling on the Motion to Expunge the Lis Pendens, granting Defendants' motion and ordering the expungement of the Lis Pendens as to all real property with the exception of Parcel 001 described herein. On March 5, 2007, the Court issued its Minute Entry Ruling granting Defendants' request for an award of attorney's fees incurred in connection with the Motion to Expunge in the sum of \$3,390.00

WHEREAS, on or about February 12, 2007, Plaintiff's counsel caused to be filed and recorded a Partial Release of Lis Pendens, releasing the lien against Parcel Nos. 003, 004, and 005 described hereinabove. Parcel 001 remains subject to the lien.

WHEREAS, on February 27, 2007, Defendants filed a Motion for Leave of Court to file a First Amended Answer and Counter-Claim adding causes of action against Plaintiff for slander of title, wrongful lien and abuse of process.

WHEREAS, the Lloyds are fee owners of certain parcels of real property and improvements thereon which are identified as Parcel Nos. 34-06-101-001, 34-06-101-003, 34-06-101-004 and 34-06-101-005 (hereinafter "Parcel Nos. 001, 003, 004 and 005")

WHEREAS, third parties Susan L. Martinez (Plaintiff's daughter) aka Susan L. Schelin and Richard D. Martinez (Plaintiff's son-in-law) are the fee owners of certain parcels of real property and improvements thereon which are legally described in Exhibit "2" attached hereto and made a part hereof by this reference herein, and which are identified as Parcel Nos. 34-06-101-020 and 34-06-101-021 (hereinafter "Parcel Nos. 020 and 021").

WHEREAS, Parcels 001, 020, 021, 003, 004 and 005 are all located in the same approximate location as each other and the parties herein have determined that all of the parcels have a greater sale potential and market value if sold in a single sales transaction based on a raw land square foot value regardless of the improvements thereon.

WHEREAS, in order to avoid the time, expense and uncertainty of continued litigation of this matter, the parties have agreed to attempt to settle their differences, including the matters contained in the Action, by entering into an agreement to sell certain real property in a single sale transaction and distributing the Net Sale Proceeds as outlined in an Agreement to Sell Real Property which is attached hereto as Exhibit "3" and incorporated by this reference herein.

WHEREAS, the Defendants and Martinez have agreed to enter into the Agreement to Sell Real Property and split the Net Sale Proceeds as outlined therein with a portion of the Net Sale Proceeds attributed to Parcel 001 to be paid to Plaintiff as complete settlement of the Action.

WHEREAS, in consideration of the Agreement to Sell Real Property Susan L. Martinez and Richard D. Martinez agree to be bound by this Stipulation and submit themselves to the jurisdiction of the Third Judicial District Court, for the County of Salt Lake, State of Utah, the Honorable Judge L.A. Dever presiding and any orders entered by the Court in accordance with this Stipulation and/or the Agreement to Sell Real Property.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which is acknowledged by the parties hereto, and intending to be legally bound, it is agreed as follows:

NOW THEREFORE, IT IS STIPULATED AND AGREED AS FOLLOWS:

1. Incorporation of Recitals:

The recitals set forth above are an integral part of this Agreement and are incorporated herein by reference.

2. Stay of Litigation:

The Action shall be stayed for a period of six (6) months from the date of the Court's order on this Stipulation with an option for another six (6) months as provided herein including, but not limited to all unfinished discovery, designation of experts and any other matter outlined in the parties' Rule 26(f) Stipulation re Planning Meeting as yet not completed by the date of this Stipulation.

3. Sale of Subject Property:

During the period that this Action is stayed, the Defendants and the Martinez family shall actively market in good faith the Subject Property in accordance with the Agreement to Sell Real Property the terms of which are incorporated herein.

Susan L. Martinez aka Susan L. Schelin and Richard D. Martinez will execute the Agreement to Sell Real Property agreeing to the sale of their real property, described herein, title of which is vested in Susan L. Schelin, Susan L. Martinez and Richard D. Martinez. Parcel Nos. 020 and 021 shall be sold pursuant to the Agreement to Sell Real Property along with Parcel Nos. 001, 003, 004 and 005 (the "Subject Property") in a single real estate sale transaction as set forth in the Agreement to Sell Real Property.

5. Court Supervised Sale:

The parties agree to retain the services of real estate agent/broker Ralph Riedel of Coldwell Banker Commercial (the "Listing Agent") to list the Subject Property and market the Subject Property for sale at the highest possible sale price, no less than \$9.50/square foot based on a raw land square foot value, and at the lowest possible costs of sale.

Upon receipt of a confirmed and accepted offer of purchase, the Listing Agent shall file with the Court, with the assistance of Plaintiff's and Defendants' counsel, a proposed sale of the Subject Property in accordance with the terms of the Agreement to Sell Real Property and in accordance with the Listing Agreement. Upon receipt of the proposed sale the Court shall order the sale to proceed and order the Net Sale Proceeds distributed to the parties as set forth in the Agreement to Sell Real Property.

Upon receipt of a confirmed and accepted offer of purchase, Plaintiff's counsel will deliver to the escrow officer for recording a release of the lis pendens currently recorded against Parcel 001.

6. Division of Net Sale Proceeds:

In the event that the Subject Property sells in accordance with the terms of this Stipulation and the Agreement to Sell Real Property, the Net Sale Proceeds, as defined in the Agreement to Sell Real Property shall be distributed among the parties herein accordingly:

- Plaintiff Maurine J. Lloyd shall receive fifty percent (50%) of the Net Sale Proceeds attributed to the raw land square foot value of Parcel 001 only less her share of the Listing Agent's commission based on a prorated fifty percent (50%) share of the raw land value of Parcel 001 and less the amount of \$3,390.00 which represents attorney's fees awarded to the Defendant's by the Court that remain unpaid.
- The remaining Net Sale Proceeds from the sale of the Subject Property shall be distributed between the Defendants and Martinez as outlined in the Agreement to Sell Real Property.

5. Court Order re Sale of the Subject Property:

In the event that any party to this Stipulation fails, refuses to cooperate, fails to perform in accordance with the terms of the Agreement to Sell Real Property or otherwise acts as an impediment to the sale of the Subject Property, the non-defaulting party shall have the right to seek a Court order ordering the sale of the Subject Property in accordance with a proffered offer to purchase as presented by the Listing Agent. The parties hereto shall have the right to an evidentiary hearing in which the Court shall receive evidence, testimony and argument as to why a particular sale should or should not be ordered. Upon conclusion of the hearing the Court may issue its order as the Court determines to be just and proper and the parties herein agree to be bound by any such order and waive the right to trial, appeal or further proceedings regarding the sale of the Subject Property.

In the event that the Court orders the Subject Property sold in accordance with this clause 5, the party objecting to the sale of the Subject Property shall be ordered to pay the non-objecting party's reasonable attorney's fees and costs incurred in seeking the evidentiary hearing as well as the reasonable costs of the Listing Agent incurred by his appearance in Court. The time and any delay caused by any such evidentiary hearing shall in no way be included within the time constraints detailed in clause 7 hereinbelow.

7. Failure to Sell the Subject Property:

If escrow is not opened for the sale of the Subject Property within six (6) months of the date of the Court's order on this Stipulation in an amount of not less than \$9.50 per square foot based on a raw land square foot market value of the Subject Property, then the stay of the Action shall be lifted and prosecution of this matter shall proceed.

Notwithstanding the foregoing, the sale period may be extended for an additional six (6) months, by Court order, provided that the Court is persuaded that an additional six (6) month sale

period will likely result in the sale of the Subject Property, or by stipulation of the parties. If the sale of the Subject Property is not concluded within six (6) months or a year as the case may be, then this Stipulation and the Agreement to Sell Real Property shall be void ab initio, of no force or effect, the parties shall be restored to their positions status quo ante and nothing contained herein, including any recital, shall constitute an admission of law or fact by or against any party.

8. Mutual Release in the event of a Sale:

Except as provided herein, upon full performance, and in the event that the Subject Property is sold in accordance with this Stipulation and the Agreement to Sell Real Property, the Plaintiff, the Defendants, Susan L. Martinez and Richard D. Martinez do hereby jointly and severally irrevocably and unconditionally releases and forever discharge each other from any of all actions, causes of action, suits, debts, charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages and expenses [including attorneys' fees (with the exception of the attorney's fees awarded to Defendants in connection with the Motion to Expunge) and costs actually incurred], of any nature whatsoever, in law or equity, known or unknown, suspected or unsuspected, which either party ever had, now has, or may have had against each other by reason of any act, event, or omission concerning any matter or thing, including, without limiting the generality of the foregoing, any matters claimed or alleged in any of the preceding records, or other papers on file with the clerk of the court in the Action, or which could have been raised in the Action, or which may be based upon or connected with the Action.

Notwithstanding anything herein set forth to the contrary, no provision of this Stipulation shall constitute or be construed as a release or discharge of any obligations, claims or causes of action hereafter arising out of the breach of any of the terms, provisions or conditions of this Stipulation or the Agreement to Sell Real Property.

9. Warranties:

The parties executing this Stipulation and the Agreement to Sell Real Property warrant that they are authorized to bind their respective interest to this Stipulation and the Agreement to Sell Real Property. Each party represents and warrants that it has not assigned, transferred, or purported to assign or transfer to any person or entity any obligation, liability, claim, demand, action, cause of action or right herein released, discharged or waived and that each party is entitled to give the general release specified herein.

10. Assumption of Risk of Different Facts:

The parties acknowledge that they may hereafter discover facts different from or in addition to those they now know or believe to be true with respect to the claims, demands, causes of action, obligations, damages, and liabilities of any nature whatsoever that are the subject of the Release set forth in paragraph 8 of this Stipulation, and the parties expressly agree to assume the risk of the possible discovery of additional or different facts, and agree that this Stipulation shall be and remain effective in all respects regardless of such additional or different facts.

11. Miscellaneous Provisions:

A. Counterparts:

This Stipulation may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

B. Integration:

This Stipulation signed by the parties hereto, constitutes the full and final agreement between the parties with respect to the subject matter hereof, and this Stipulation may not be modified or amended except by written instrument, signed by each of the parties hereto, expressing such an amendment or modification. All parties warrant, promise and represent that in executing this Stipulation they are not relying upon any other oral representations, promises, or statements or any promises, statements, or representations contained in any written instrument with the exception of this Stipulation and the Agreement to Sell Real Property. It is understood and agreed that this Stipulation fully performed is the compromise of doubtful and disputed claims.

C. Modification:

It is expressly understood and agreed that this Stipulation may not be altered, amended, modified or otherwise changed in any respect or particular whatsoever, except by a writing duly executed by the parties or by their authorized representatives.

D. Time is of the essence:

Time is of essence in every obligation or any duty of the parties.

E. Attorneys' Fees:

In the event of any controversy relating to or arising from this Stipulation, or any facts based upon the same, including but not limited to further agreement, the prevailing party, whether in court or by way of out of court settlement, shall be entitled to recover from the non-prevailing party or parties such prevailing party's attorneys fees, court costs and/or other expenses relating to such controversy, including attorneys' fees, court costs and/or other expenses on appeal, if any.

F. Governing Law:

All questions with respect to the construction and interpretation of this Stipulation and/or the rights and liabilities of the parties hereto shall be governed by the laws of the State of Utah.

////

G. Legal and Tax Advice/Voluntary Agreement:

Plaintiff, Defendants, Susan L. Martinez and Richard D. Martinez represent and certify that they have carefully read and fully understand all of the provisions and effects of this Stipulation and the Agreement to Sell Real Property and have thoroughly discussed all aspects of the negotiations leading to this Stipulation and Agreement to Sell Real Property with their legal counsel, Nelson J. Werner, Esq. and Billie Crocker, Esq. respectively. Plaintiff, Defendants, Susan L. Martinez and Richard D. Martinez are further advised to seek independent tax advice from competent professionals prior to entering into this Stipulation and Agreement to Sell Real Property, and that neither Nelson J. Werner, Esq. nor Billie Crocker, Esq. has provided them with tax advice. Plaintiff, Defendants, Susan L. Martinez and Richard D. Martinez further represent and warrant that they are voluntarily entering into this Stipulation and Agreement to Sell Real Property based on the advice of their respective counsel, and that neither Nelson J. Werner, Esq. nor Billie Crocker, Esq. have made any representations concerning the terms or effects of this Stipulation other than those contained herein.

G. Severability:

If any portion of this Stipulation shall be held invalid or inoperative, insofar as reasonable and possible, the remainder of this Stipulation shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or inoperative, and the parties authorize any modifications necessary to these provisions held invalid or inoperative so the parties' intent may be carried out.

H. Further Assurances:

The parties hereto hereby agree to execute such other documents, including but not limited to, the attached Agreement to Sell Real Property and to take such other action as may be reasonably necessary to further the purposes of the Stipulation.

J. No Waiver:

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

K. Captions and Interpretations:

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Stipulation or any provision hereof. This Stipulation is to be interpreted without regard to the draftsman. The terms and intent of this Stipulation, with respect to the rights and obligations

of the parties, shall be interpreted and construed on the express assumption that each party participated equally in its drafting.

IN WITNESS WHEREOF, the parties hereto have executed this Stipulation on the dates below written.

Dated: 6/6/07

Maurine J. Lloyd
Maurine J. Lloyd

Dated: 6-12-07

Dennis S. Lloyd
Dennis S. Lloyd

Dated: 6-12-07

Cynthia M. Lloyd
Cynthia M. Lloyd

Dated: 6-6-07

Susan L. Martinez
Susan L. Martinez

Dated: _____

Richard D. Martinez
Richard D. Martinez

APPROVED AS TO FORM AND CONTENT:

Dated: 6/12/07

Nelson J. Werner
Nelson J. Werner,
Attorney for Defendants


Dated: 6/6/07

Billie Crocker
Billie Crocker,
Attorney for Plaintiff Maurine J. Lloyd, Susan L.
Martinez and Richard D. Martinez

ORDER

Having reviewed the Stipulation and Agreement for a Court Supervised Sale of Real Property and good cause appearing therefore, the Stipulation set forth herein shall be the Order of this Court.

Dated this 10 day of July, 2007


Honorable L.A. Beyer
Judge of the Third Judicial District
Court

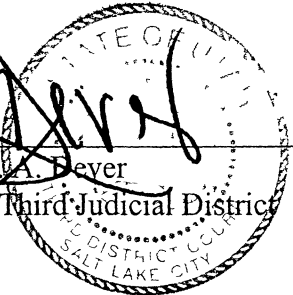


EXHIBIT "1"

PARCEL 001:

Beginning 191.6 Feet more or less East from the Northwest Corner of Section 6, Township 4 South, R 1 East, Salt Lake Meridian; East 200 feet; South 130 feet; West 196.28 Feet; North 5 feet; West 103.75 feet; North 125 feet to beginning. 0.88 acres more or less.

Less and excepting that portion deeded to the Utah Department of Transportation through that certain Warranty Deed recorded as entry No. 6612544 in book 7637, page 0132 as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the easterly highway right of way line of the east frontage road of I-15 of said project, which point is 53.813 meters S. 89 degrees 33' 35" E. along the section line (Record: 58.400 meters East) from the northwest corner of said section 6; Thence S. 89 degrees 33' 35" E. (Record: East) 7.589 meters along said northerly boundary line to a point 9.144 meters perpendicularly distant easterly from the center line of the east access road of said project, opposite engineer station 6+101.722; thence S. 4 degrees 48' 12" E. 38.350 meters along a line parallel with said center line to a southerly boundary line of said entire tract; thence N. 89 degrees 43' 50" W. (Record: West) 10.980 meters along said southerly boundary line to said easterly highway right of way line; thence N. 0 degrees 16' 10" E. 38.222 meters (Record North 38.100 meters) along said highway right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

APN 34-06-101-001

PARCEL 003:

Commencing at a point which is 612.6 feet East and 25.0 feet South from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence East 82.0 feet; thence South 105 feet; thence West 82.0 feet; thence North 105.0 feet to the point of beginning.

TOGETHER, with a right of way over the following described property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN 34-06-101-003

PARCEL 004:

Commencing at a point which is 612.6 feet East from the Northwest Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence East 107.0 feet; thence South 130.0 feet; thence West 25.0 feet; to the point of the beginning containing .012 acres more or less.

TOGETHER, with a right of way over the following described property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN 34-06-101-004

PARCEL 005:

Commencing at a point which is 719.6 feet from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence East 142.0 feet; thence South 130.0 feet; thence West 142.0 feet; thence North 130.0 to the point of beginning.

TOGETHER, with a right of way over the following described property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN 34-06-101-005

EXHIBIT “2”

PARCELS 020 AND 021:

Commencing at a point which is 491 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 121.0 feet; thence South 130.0 feet; thence West 121.0 feet; thence North 130.0 feet to the point of beginning. Containing 0.361 acres, more or less.

Together with a right of way over the following described Property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN Nos. 34-06-101-020 and 34-06-101-021

EXHIBIT “3”

The Agreement to Sell Real Property Between Dennis S. Lloyd / Cynthia M. Lloyd and
Susan L. Martinez / Richard D. Martinez

AGREEMENT TO SELL REAL PROPERTY

BETWEEN

DENNIS S. LLOYD/CYNTHIA M. LLOYD

AND

SUSAN L. MARTINEZ/RICHARD D. MARTINEZ

**That certain real property located in the City of Draper, County of Salt Lake with the
common address of 13413 Minuteman Drive, Draper, Utah 84020 and
improvements thereon and consisting of two (2) acres more or less**

AGREEMENT TO SELL REAL PROPERTY

THIS AGREEMENT TO SELL REAL PROPERTY is made and entered into as of the Effective Date by and between DENNIS S. LLOYD and CYNTHIA M. LLOYD (hereinafter the Lloyds) and SUSAN L. MARTINEZ also known as SUSAN L. SCHELIN and RICHARD D. MARTINEZ (hereinafter "Martinez").

RECITALS

WHEREAS, the Lloyds are fee owners of certain parcels of real property and improvements thereon which are legally described in Exhibit "1" attached hereto and made a part hereof by this reference herein, and which are identified as Parcel Nos. 34-06-101-001, 34-06-101-003, 34-06-101-004 and 34-06-101-005 (hereinafter "Parcel Nos. 001, 003, 004 and 005")

WHEREAS, the Martinez are the fee owners of certain parcels of real property and improvements thereon which are legally described in Exhibit "2" attached hereto and made a part hereof by this reference herein, and which are identified as Parcel Nos. 34-06-101-020 and 34-06-101-021 (hereinafter "Parcel Nos. 020 and 021").

WHEREAS, the real property referred to herein and legally described in Exhibits "1" and "2" consists of six (6) separate parcels which are improved as follows: a single family dwelling, and two (2) rental units (Parcel No. 001); a duplex consisting of two rental units (Parcel 021); and two detached duplexes each consisting of two rental units (Parcel Nos. 003 and 005). Parcel Nos. 020 is vacant land and Parcel No. 004 is an access lane in between Parcel Nos. 003 and 005.

WHEREAS, the parties to this Agreement hereby agree and stipulate that each of the parcels of real property described herein are determined to have the following total square footage:

<u>Parcel No.</u>	<u>Square feet</u>	<u>Owner</u>
34-06-101-001	34,712.40 square feet	Cynthia Lloyd
34-06-101-020	3,025.00 square feet	Susan L. Schelin
34-06-101-021	12,705.00 square feet	Richard D. and Susan L. Martinez
34-06-101-003	8,610.00 square feet	Dennis S. and Cynthia M. Lloyd
34-06-101-004	5,300.00 square feet	Dennis S. and Cynthia M. Lloyd
34-06-101-005	18,450.00 square feet	Dennis S. and Cynthia M. Lloyd

The combined square footage of the all of the parcels described herein is 82,802.40.

WHEREAS, the parties to this Agreement have concluded that the real property described herein, Parcel Nos. 001, 020, 021, 003, 004 and 005 (hereinafter collectively the "Subject Property") has greater market value if sold in a single sales transaction based on a raw land square foot market value regardless of the improvements thereon.

WHEREAS, this Agreement is entered into and in accordance with the Stipulation between the Lloyds and Maurine J. Lloyd, in the Third Judicial District Court, County of Salt Lake, State of Utah, Case No. 030922233 (the "Action"). In accordance with the Stipulation entered into between the Lloyds and Maurine J. Lloyd, of which this Agreement is an exhibit and made a part of said Stipulation by reference therein, the Lloyds agreed to attempt to resolve the Action by entering into this Agreement to sell their real property described herein along with the real property owned by Martinez as described herein, and paying a portion of the Net Sale Proceeds from the sale of Parcel 001 to Maurine J. Lloyd.

WHEREAS, According to the terms of the Stipulation referenced herein, Maurine J. Lloyd shall receive fifty percent (50%) of the Net Sale Proceeds as defined therein attributed to the raw land square foot value of Parcel 001 only less her share of the Listing Agent's commission based on a prorated fifty percent (50%) share of the raw land value of Parcel 001 and less the amount of \$3,390.00 which represents attorney's fees awarded to the Lloyds by the Court that remain unpaid by Maurine J. Lloyd.

WHEREAS, by this Agreement and the Stipulation filed in the Action referenced herein, the Martinez agree to submit themselves to the jurisdiction of the Third Judicial District Court, State of Utah, the Honorable Judge L.A. Dever presiding, and agree to enter into the Stipulation and this Agreement and to submit the matter to the Court for a Court supervised sale of the real property described herein. (A true and correct copy of the Stipulation is attached hereto as Exhibit "3" and incorporated by this reference herein.)

WHEREAS, the Lloyds and Martinez (hereinafter collective the "Owners") desire, intend and agree to sell the Subject Property pursuant to the terms, conditions, restrictions and covenants set forth hereinbelow and in the Stipulation referenced herein.

THEREFORE, with reference to the above recited facts and in consideration of the mutual covenants, conditions and promises set forth hereinbelow and other good and sufficient considerations, the receipt of which is acknowledged, Owners agree as follows:

1. The recitals set forth above are an integral part of this Agreement and are incorporated herein by reference.
2. The Owners agree to sell the Subject Property pursuant to and under the terms of the Listing Agreement attached hereto as Exhibit "4" and incorporated by this reference herein, in a single real property sale transaction based on a raw land square foot value (i.e. square foot value regardless of any buildings, structures and/or improvements to any parcel located at the Subject Property) to be determined at the time of sale, but which amount will not be less than \$9.50 per square foot.
3. The Subject Property will be listed by Ralph Riedel, Coldwell Banker (hereinafter the "Listing Agent") sold as a single parcel of land to the buyer agreeing to pay the greatest overall value for the property. Each party herein will execute the Listing Agreement with the Listing Agent to sell their respective parcels as set forth herein.

4. *Net Sale Proceeds.* The Net Sale Proceeds will be distributed among the parties according to their prorated square foot ownership interest in the Subject Property. Net Sale Proceeds" shall mean the total raw land square foot value of a party's prorated ownership interest in the Subject Property as determined at the time of sale less all Costs of Sale as defined, whatever they may be, less the Listing Agent's prorated commissions and less any reasonable advances plus interest as any party herein may have made on behalf of the other party pursuant to Section 7 below. Each party shall pay the Listing Agent's commissions based on a prorated assessment in accordance with the total raw land square foot value of their respective parcels as determined at the time of sale.

By way of example, but in no way intended to be a limitation of any term herein, in the event that the Subject property sells for \$10.00/square foot, Martinez will receive \$157,300.00 of the total sale price (i.e. the total agreed square feet of Parcel Nos. 020 and 021 x \$10/sq ft) less costs of sale if any, less \$9,477.52 as their prorated share of the Listing Agent's Commissions at three percent (3%) or six percent (6%) as the case may be, and less, any advancements made on their behalf pursuant to Section 7.

4. *Cost of Sale.* Costs of sale of the Subject Property shall be borne equally by all parties to this Agreement and will be deducted before any disbursement of the sale proceeds. Cost of Sale include, but are not limited to, costs of any title insurance policy provided to the purchaser of the Subject Property at the time of closing if required, any applicable closing costs assessed by the title company, escrow fees, if any and any other costs, with the exception of the Listing Agent's commissions, that are necessary to effectuate the sale of the Subject Property.

5. *Representations and Warranties.*

- a. The parties hereto have full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by them pursuant to this Agreement, and all required actions and approvals therefore have been duly taken and obtained.
- b. This Agreement and all documents to be executed pursuant hereto by the parties are and shall be binding upon and enforceable against them in accordance with their respective terms.
- c. The obligations contemplated hereby and the execution, delivery and performance of this Agreement by the parties will not result in a breach of, or constitute a default under any instrument or agreement to which the parties are bound. The parties' obligations and responsibilities hereunder are valid and binding obligations of each of them.
- d. Other than the Action referenced herein, there are no claims, causes of action or other litigation or proceedings pending or, to the best of the parties' knowledge, contemplated or threatened in respect to the ownership of the Subject Property.

- e. The parties have not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by their creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of their assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of their assets, (v) admitted in writing their inability to pay their debts as they come due, or (vi) made an offer of settlement other than the Action herein, extension or composition to their creditors generally.
- f. The parties have not received notice of any contemplated change in any applicable laws, ordinances or restrictions, or any judicial or administrative action, or any action by adjacent landowners, which would prevent, limit or impede the sale of the Subject Property.
- g. None of the rental units located at the Subject Property is subject to a leasing agreement with a term longer than six (6) months. All rental agreements for the units located in Parcels 020, 021, 003 and 005 are month to month rental agreements. There are no long term leasing agreements to any rental unit located at the Subject Property that will, in any way, impede the transaction contemplated by this Agreement.
- h. The obligation of the parties herein to close the transaction contemplated hereby is subject to all of the representations and warranties of the parties contained in this Agreement being true, correct and complete in all material respects on the closing date. If any representation or warranty of Seller contained in this Agreement is not true, correct or complete in any material respect on the closing date, the parties will use their best efforts to correct any such errors at their own cost.

6. *Ownership and Free of Encumbrances.* With the exception of the lis pendens filed by Maurine J. Lloyd in the Action, each of the parties herein covenant and represent that they are the fee owners of their respective parcels described herein, and that any such parcel is free of any liens and encumbrances, except mortgages, including, but not limited to real property tax liens, government assessments of any kind, judgment liens, mechanic's liens or any other charge against any parcel herein whether voluntary or involuntary.

7. *Obligation to Clear Unpermitted Liens.* Within five (5) days of the effective date, if not already accomplished prior to that time, the parties herein agree to obtain a Preliminary Title Report for each parcel referenced herein, the cost and expense to be paid by each party according to their ownership interest. The Preliminary Title Report shall be issued by a Title Insurer covering title to the respective parcels and showing each Owner as the owner of their respective parcels in fee simple.

Within ten (10) days of receipt of the Preliminary Title Report, the parties agree to clear all Unpermitted Liens. Unpermitted Liens shall mean (with the exception of the lis pendens filed and recorded against Parcel 001 by Maurine Lloyd in the Action reference herein) all exceptions

to title disclosed in the Preliminary Title Report pertaining to liens, including, but not limited to, unpaid real property taxes, or any other government assessments, mechanics liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money with the exception of any applicable mortgages.

The failure to clear an Unpermitted Lien within ten (10) days of receipt of the Title Policy will be considered an event of default as defined herein. In the event that a party fails to clear an Unpermitted Lien the other party may give notice of the intent to advance the funds necessary to clear the title to said property in order to carry out the sale of the Subject Property if necessary, or the amount necessary to clear any Unpermitted Lien shall be paid at closing plus ten percent (10) per annum and will be deducted from the prorated Net Sale Proceeds of the party failing to clear title prior to closing. Any funds advanced in accordance with this Section shall be reimbursed plus accrued interest to the advancing party at closing as set forth in Section 13 below.

8. *Cooperation and Support.* Each of the parties herein agrees to cooperate fully and promptly with each other and the Listing Agent to realize the purpose of this Agreement. Without limiting the generality of the foregoing, the parties herein agree that they shall assist the Listing Agent in marketing and selling the Subject Property, resolving all issues of title, if any, the release of any liens, encroachments or any other impediment to the sale of the Subject Property including, but not limited to, the payment of all unpaid real property taxes or other governmental assessments, the termination of any leasehold interest in any of the rental units located at the Subject Property and full cooperation in the execution and delivery of all documents or other deliveries required to be made by any party herein at closing of the sale, and all transactions required to be consummated concurrently with closing of any sale.

9. *Maintenance.* From the effective date of this Agreement, the Subject Property shall be maintained in a good condition with each of the parties bearing the costs of the maintenance and repair of their respective parcels.

10. *Alterations and Improvements.* From the effective date of this Agreement, no material alterations or improvements shall be made to the Subject Property without the written consent of the parties. In addition to describing the nature and extent of such alterations or improvements, such written consent shall also set forth in detail the financial responsibility for such alterations or improvements.

11. *No Further Encumbrances or Liens.* From the effective date of this Agreement neither party to this Agreement shall cause or suffer any lien, encumbrance, or charge (whether voluntary or involuntary) against the Subject Property without the express written consent of the other party.

12. *Default.* In the event of a failure by either party to timely perform an obligation under this Agreement on a party's part to be performed or in the event any party here in refuses to agree to a sale of the Subject Property as presented by the Listing Agent, such failure shall constitute a material breach of this Agreement, including, but not limited to, failing to perform under the Listing Agreement as required therein. In the event of any such default, the non-

breaching party shall, in addition to such remedies as may be available at law or equity, be entitled to exercise the following remedies;

- a. In the case of a financial breach, advance such funds as may be necessary to cure such breach. Any funds so advanced shall be repayable upon demand, bear interest at the rate of ten percent (10%) per annum, and be deducted from the breaching party's Net Sale Proceeds realized from any sale of the Subject Property.
- b. In the event of a refusal to agree to a proposed sale submitted by the Listing Agent, the non-breaching party can submit for a decision any proposed sale to the Third Judicial District Court for an evidentiary hearing and consideration in accordance with the terms of the Stipulation to the Action referenced herein. At any such hearing, the parties shall be entitled to present evidence, testimony and argument as to why the Court should or should not order the Subject Property sold in accordance with any such proposed sale.
- c. The parties herein agree to be bound by the Court's ruling in accordance with the Stipulation to the Action. In the event that the Court orders the sale of the Subject Property over the objection of the defaulting party, the party objecting, failing and/or refusing to agree to any sale ordered by the Court shall be responsible for the attorney's fees, costs of the non-defaulting party related to any such hearing as well as the Listing Agent's costs of appearance at any such Court hearing as ordered by the Court. Any such fees, costs and costs attributed to the Listing Agents appearance shall be deducted from the defaulting party's Net Sale Proceeds from the eventual sale of the Subject Property.
- d. Or, alternatively, elect to purchase the interest of the defaulting party in the Subject Property for a price equal to ½ the raw land square foot fair market value of the Subject Property at the time of the breach.

13. *Term of the Agreement.* This Agreement shall stay in force and effect for six (6) months after the effective date with an option for another six (6) months by Court order and based on the Listing Agent assurances that in his professional opinion the continued listing of the Subject Property for an additional six (6) months will result in a sale of the Subject Property. The sale term may also be extended by stipulation of the parties to the Agreement. If at the end of the six (6) month term or one (1) year term as the case may be, and the Subject Property remains unsold, this Agreement shall be void ab initio, of no force or effect, the parties shall be restored to their positions status quo ante and nothing contained herein, including any recital, shall constitute an admission of law or fact by or against any party, each party bearing their own costs and expenses, and the Action between the Lloyds and Maurine J. Lloyd shall be resumed.

14. *Survivorship.* This Agreement shall survive the death of any party to this Agreement. In the event of the death of any party to this agreement, the surviving party or parties shall have

the right to cause a sale or purchase the interest of the deceased party in accordance with Section 2 in the case of the sale of the Subject Property or Section 11 in the case of the purchase of that party's interest in the Subject Property. This Agreement shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of all parties hereto (including successors by voluntary or involuntary event or operation of law).

15. *Miscellaneous Provisions:*

- a. Taxes. Each party acknowledges that the transactions contemplated in this Agreement may be taxable. Each party represents and agrees that they have carefully considered their own potential tax consequences, consulted with their regular tax advisor and/or such other tax advisors as they have deemed appropriate, and have the economic resources to bear any tax burden which may result therefrom.
- b. Fairness. Each party represents and agrees that the terms of this Agreement and the transactions contemplated herein are fair and reasonable to such party, taking into account all existing circumstances affecting the parties to this Agreement.
- c. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and all previous negotiations and understandings, between the parties or their respective agents and employees with respect to the transaction set forth herein are merged in this Agreement. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.
- d. Amendment and Waivers. This Agreement may not be amended, modified or discharged nor may any of its terms be waived except by an instrument in writing signed by the party to be bound thereby.
- e. Further Assurances. The parties each agree to perform, execute, acknowledge and deliver all such further acts, instruments and assurances and to take all such further action as shall be necessary or desirable fully to carry out this Agreement and fully to consummate and effect the transactions contemplated hereby.
- f. Legal and Tax Advice/Voluntary Agreement. The parties herein represent and certify that they have carefully read and fully understand all of the provisions and effects of this Agreement and have thoroughly discussed all aspects of the negotiations leading to this Agreement with their respective legal counsel, and further acknowledge that they have been advised to seek tax advice from competent professionals prior to entering into this Agreement, and that they are not relying on

legal or tax advice from the other party or that party's legal counsel, or that the other party or that party's legal counsel has provided them with any legal or tax advice. The parties further represent and warrant that they are voluntarily entering into this Agreement, that no one, including representatives or attorneys, have made any representations concerning the terms or effects of this Agreement other than those contained herein.

- g. Captions and Interpretation. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference only, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof. This Agreement is to be interpreted without regard to the draftsman. The terms and intent of this Agreement, with respect to the rights and obligations of the parties, shall be interpreted and construed on the express assumption that each party participated equally in its drafting.
- h. No Waiver. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision hereof shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.
- i. Severability. If any portion of this Agreement shall be held invalid or inoperative, insofar as reasonable and possible, the remainder of this Agreement shall be considered valid and operative and effect shall be given to the intent manifested by the portion held invalid or inoperative, and the parties authorize any modifications necessary to these provisions held invalid or inoperative so the parties' intent may be carried out.
- j. Governing Law. This Agreement and its terms and provisions shall be interpreted, enforced and governed by and under the laws of the State of Utah.
- k. Warranties. The parties executing this Agreement warrant that they are authorized to bind their respective interest to this Agreement. Each party represents and warrants that they have not assigned, transferred, or purported to assign or transfer to any person or entity any obligation, liability, claim, demand, action, cause of action or right to any of the real property that is the subject of this Agreement.
- l. Time is of Essence. Time is of the essence in every obligation and any duty of the parties.
- m. No Partnership. Neither this Agreement nor any provision contained herein shall be interpreted or construed as pertaining to or creating a partnership of joint venture between the parties herein. The sole purpose of this Agreement is to carryout the terms of the Settlement of the Action and to effectuate the timely sale of the real property described herein.

- n. Attorney Fees. In the event of any controversy relating to or arising from this Agreement, or any facts based upon the same, including but not limited to further agreement, the prevailing party, whether in court or by way of out of court settlement, shall be entitled to recover from the non-prevailing party or parties such prevailing party's attorneys fees, court costs and/or other expenses relating to such controversy, including attorneys' fees, court costs and/or other expenses on appeal, if any.
- o. Notices. All notices or other communication required or permitted hereunder shall be in writing and shall be deemed to be duly given on the date of service if personally served on the party to whom notice is to be given, or on the third day after mailing, if mailed by certified or registered first-class mail, return receipt requested, postage prepaid, and addressed as follows:

If to the Lloyds:

c/o Nelson J. Werner
Attorney & Counselor at Law
136 South Main Street, Suite 325
Salt Lake City, Utah 84101

If to the Martinez:

c/o Billie Crocker
Attorney at Law
1106 East 4500 South
Salt Lake City, Utah 84117

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

Dated: 6-12-07

Dennis S. Lloyd
Dennis S. Lloyd

Dates: 6-12-07

Cynthia M. Lloyd
Cynthia M. Lloyd

Dated: 6-6-07


Susan L. Martinez
Susan L. Martinez aka Susan L. Schelin

Dated: 6/6/07

Richard D. Martinez
Richard D. Martinez

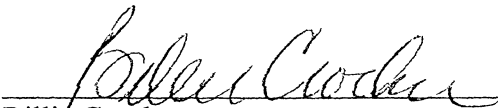
APPROVED AS TO FORM AND CONTENT:

Dated: 6/12/07



Nelson J. Werner,
Attorney for Dennis S. Lloyd and Cynthia M. Lloyd

Dated: 6/6/07



Billie Crocker,
Attorney for Susan L Martinez and Richard D.
Martinez

EXHIBIT "1"

PARCEL 001:

Beginning 191.6 Feet more or less East from the Northwest Corner of Section 6, Township 4 South, R 1 East, Salt Lake Meridian; East 200 feet; South 130 feet; West 196.28 Feet; North 5 feet; West 103.75 feet; North 125 feet to beginning. 0.88 acres more or less.

Less and excepting that portion deeded to the Utah Department of Transportation through that certain Warranty Deed recorded as entry No. 6612544 in book 7637, page 0132 as follows:

Beginning at the intersection of the northerly boundary line of said entire tract and the easterly highway right of way line of the east frontage road of I-15 of said project, which point is 53.813 meters S. 89 degrees 33' 35" E. along the section line (Record: 58.400 meters East) from the northwest corner of said section 6; Thence S. 89 degrees 33' 35" E. (Record: East) 7.589 meters along said northerly boundary line to a point 9.144 meters perpendicularly distant easterly from the center line of the east access road of said project, opposite engineer station 6+101.722; thence S. 4 degrees 48' 12" E. 38.350 meters along a line parallel with said center line to a southerly boundary line of said entire tract; thence N. 89 degrees 43' 50" W. (Record: West) 10.980 meters along said southerly boundary line to said easterly highway right of way line; thence N. 0 degrees 16' 10" E. 38.222 meters (Record North 38.100 meters) along said highway right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

APN 34-06-101-001

PARCEL 003:

Commencing at a point which is 612.6 feet East and 25.0 feet South from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence East 82.0 feet; thence South 105 feet; thence West 82.0 feet; thence North 105.0 feet to the point of beginning.

TOGETHER, with a right of way over the following described property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN 34-06-101-003

PARCEL 004:

Commencing at a point which is 612.6 feet East from the Northwest Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence East 107.0 feet; thence South 130.0 feet; thence West 25.0 feet; to the point of the beginning containing .012 acres more or less.

TOGETHER, with a right of way over the following described property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN 34-06-101-004

PARCEL 005:

Commencing at a point which is 719.6 feet from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian; thence East 142.0 feet; thence South 130.0 feet; thence West 142.0 feet; thence North 130.0 to the point of beginning.

TOGETHER, with a right of way over the following described property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN 34-06-101-005

EXHIBIT "2"

EXHIBIT "2"

PARCELS 020 AND 021:

Commencing at a point which is 491 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 121.0 feet; thence South 130.0 feet; thence West 121.0 feet; thence North 130.0 feet to the point of beginning. Containing 0.361 acres, more or less.

Together with a right of way over the following described Property: Commencing at a point which is 191.6 feet East from the Northwest Section Corner of Section 6, Township 4 South, Range 1 East, Salt Lake Meridian, thence East 528.0 feet; thence South 130 feet; thence West 25.0 feet; thence North 105.0 feet; thence West 503.0 feet; thence North 25.0 feet to the point of beginning. Entire right of way subject to all utilities rights of way.

APN Nos. 34-06-101-020 and 34-06-101-021

EXHIBIT “3”

The Stipulation and Agreement for a Court Supervised Sale of Real Property



NRT

EXCLUSIVE SALES LISTING AGREEMENT

1. In consideration of the listing for sale of the real property hereinafter described ("the Property") by Coldwell Banker Commercial NRT, (Broker"), and Broker's agreement to use its best efforts to effect a sale of the same, the undersigned ("Owner") hereby grants to Broker the exclusive right to sell the Property for a period commencing March 8, 2007, and continuing indefinitely, however, either party may cancel with 30 days prior written notice, ("the Term"), at a price of \$10.00 per square foot or Eight Hundred Thirty Thousand Dollars (\$830,000.00) upon the following terms Acceptable to Owner. The Property is situated in the City of Draper County of Salt Lake, State of Utah, and is further described as 13409-13413 South Minuteman Drive (Parcel #'s 34-06-101-001, 34-06-101-003, 34-06-101-004, 34-06-101-005, 34-06-101-020, 34-06-101-021.

2. Owner agrees to pay Broker a sales commission equal to six percent (6 %) of the gross selling price. This commission shall be earned and paid for services rendered if, during the Term: (a) A purchaser is procured (by Broker, Owner, or anyone else) who is ready, willing and able to purchase the Property at the price and on the terms above stated, or on any other price and terms agreeable to Owner, (b) Any contract for the sale of the Property is entered into by Owner, (c) Owner contributes or conveys the Property, or any interest therein, to a partnership, joint venture, or other business entity, or transfers an interest in an entity which has an ownership interest in the Property in lieu of a sale of the Property.

3. As used in this Agreement the term "sale" shall include an exchange of the Property, and also the granting of an option to purchase the Property. Owner agrees that in the event such an option is granted, Owner shall pay Broker a sales commission in accordance with the Schedule on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by Owner of any such payment(s). In the event such an option is exercised, whether during the Term or thereafter, Owner shall also pay Broker a sales commission on the gross sales price of the Property in accordance with the Schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by Owner to Broker on account of such option payments shall be credited against the commission payable to Broker on account of the exercise of the option.

4. Owner further agrees that Owner shall pay broker the aforementioned commission if, within 120 days after the expiration of the Term: (a) the Property is sold, (b) Owner enters into a contract of sale for the Property, or (c) negotiations commence and thereafter continue leading to the sale of the Property to any person or entity to whom Broker has submitted the Property prior to the expiration of the Term in an effort to effect a sale of the Property. Broker agrees to submit a list of such persons or entities to Owner no later than 15 days following the expiration of the Term, provided, however, if Broker has submitted a written offer then it shall not be necessary to include the offerer's name on the list.

5. Unless otherwise provided herein, the terms of sale shall be, at the option of the purchaser, either cash or cash to any existing loan. Unless otherwise mutually agreed between Owner and the purchaser, the time limit for closing shall not exceed 90 days, and any offer may contain normal and customary contingencies such as purchaser's approval within 10 days of receipt thereof of title report, soils test and existing leases.

6. It is understood that it is illegal for either Owner or Broker to refuse to display or sell the Property to any person because of race, color, religion, national origin, sex, marital status or physical disability.

7. Owner agrees to cooperate with Broker in bringing about a sale of the Property and to immediately refer to Broker all inquiries of anyone interested in the Property. All negotiations are to be through Broker. Broker is authorized to accept a deposit from any prospective purchaser. Broker is further authorized to advertise the Property and to place a "For Sale" sign or signs on the Property if, in Broker's opinion, such would facilitate the sale of the Property.

8. Owner agrees to hold Broker harmless from all claims, disputes, litigation or judgments arising from any incorrect information supplied by Owner, or from any material fact known by Owner concerning the property, which Owner fails to disclose. In any action arising out of this Agreement, the prevailing party shall be entitled to costs and reasonable attorney's fees. Owner represents that it is the owner of the Property.

9. This Agreement constitutes the entire agreement between Owner and Broker and supersedes all prior discussions, negotiations and agreements, whether oral or written. No amendment, alteration or withdrawal of this Agreement shall be valid or binding unless made in writing and signed by both Owner and Broker. This Agreement shall be binding upon the heirs, successors and assignees of the parties.

The undersigned Owner hereby acknowledges receipt of a copy of this Agreement.

Dennis and Cynthia Lloyd

Richard and Susan Martinez

Accepted:

Coldwell Banker Commercial NRT
6550 South Millrock Drive #200
Salt Lake City, UT 84121
(801) 947-6300 Fax: (801) 947-8301

By: _____

Ralph W. Riedel, CCIM

By: _____

Title: _____

By: _____

Title: _____

Address: _____

Telephone: _____

ADDENDUM B

BILLIE CROCKER #0761
1106 E. 4500 S.
Salt Lake City, Utah 84117
(801) 266-3737
Attorney for Plaintiff

Third Judicial District

DEC - 4 2008

SALT LAKE COUNTY

IN THE THIRD JUDICIAL DISTRICT COURT IN AND FOR
SALT LAKE COUNTY, STATE OF UTAH

Maurine J. Lloyd,
Plaintiff,

:
:

ORDER

v.

:

Cynthia M. Lloyd, Dennis S. Lloyd, and all
other persons unknown claiming any right,
title, or interest and/or lien upon the real
property described in this pleading adverse
to the plaintiff's ownership or clouding
title thereto,

:
:
:
:

Civil No. 030922233

Judge Dever

Defendants.

:

This matter came before the Court on Defendants' Motion to Dismiss.
Defendants also requested that their Motion to Consider Objection to Form of Order
be heard. Both matters were heard and after argument, Defendants withdrew their
Motion to Dismiss.

For good cause appearing, it is hereby ordered, decreed and adjudged as follows:

1. The Objection to the Form of the Order entered on August 26, 2008 is overruled.
2. The sale period of the subject property is extended for six months, such period to begin upon execution by all parties of the listing agreement with Equity Real Estate.
3. Offers to purchase shall be presented to the Court for consideration if the parties cannot agree upon acceptance.
4. The request by Plaintiff for attorneys fees is reserved.

DATED THIS 4th DAY of December, 2008.

BY THE COURT

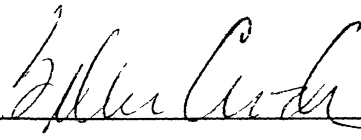

Hon. L.A. Dever
Third District Court Judge



MAILING CERTIFICATE

A copy of the foregoing Order was faxed on the _18th__th day of November, 2008,
postage prepaid to the following:

Russell A. Cline
10 West 100 South, Suite 425
Salt Lake City, UT 84101


A handwritten signature in cursive script, appearing to read "Russell A. Cline", is written over a horizontal line. Below the line, there is a small handwritten mark that looks like a "1".