

WHEN RECORDED, MAIL TO:

Space Above for Recorder's Use Only

EASEMENT DEED  
AND  
PAVING AND MAINTENANCE AGREEMENT

NORTH PINE PROPERTY OWNERS ASSOCIATION, a Utah non-profit corporation (hereinafter called "Grantor"), hereby quitclaims to PAM VINCENT, an individual, the owner of the Dominant Tenement, as hereinafter defined (hereinafter called "Grantee"), her successors and assigns in interest in said Dominant Tenement, for the sum of Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, the following perpetual nonexclusive easements in, under, over, along, upon, through and across:

That certain real property situated in the County of Utah, State of Utah, more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Servient Tenement");

For the benefit of and appurtenant to:

ENT 9467 BK 3089 PG 446  
NINA R REID UTAH CO RECORDER BY AC  
1993 FEB 19 10:49 AM FEE 10.00  
RECORDED FOR AFFILIATED TITLE COMPANY IN

That certain real property situated in the County of Utah, State of Utah, more particularly described as Lot 11 of Plat "B," Sundance Recreational Resort, according to the official plat thereof on file in the office of the Utah County Recorder (hereinafter the "Dominant Tenement");

A NONEXCLUSIVE EASEMENT over, along, upon and across the Servient Tenement for pedestrian and vehicular ingress to and egress from the Dominant Tenement; and

A NONEXCLUSIVE EASEMENT in, under, through, along and across the Servient Tenement to install, use, keep, maintain, repair and replace, as required, utility lines, poles pipes, conduits and appurtenances thereto serving the Dominant Tenement;

RESERVING UNTO GRANTOR, its successors and assigns in interest in the Servient Tenement, the right to use the Servient Tenement for any and all purposes that do not unreasonably interfere with the use thereof by Grantee, her successors and assigns in the Dominant Tenement, for the purposes herein specified.

BY ACCEPTANCE THEREOF, Grantee, both for herself and for her successors and assigns in interest in the Dominant

Tenement, covenants and agrees to pay and bear: (1) all of the cost and expenses to pave and thereafter repair and maintain that portion of the Servient Tenement described in the second and third paragraphs of the legal description thereof set forth in Exhibit "A" attached hereto; and (2) one-third (1/3) of the cost and expenses incurred from time to time to repair and maintain that portion of the Servient Tenement described in the first paragraph of said legal description, excluding, however, that portion of the Servient Tenement described in said first paragraph which is not needed to access Lot 11 of said Plat "B". Said covenants and agreements shall run with Lot 11 and shall bind each successive owner thereof. The above-described covenants and agreements are in addition to all assessments made from time to time by Grantor, and not in lieu thereof.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Instrument this \_\_\_\_ day of January, 1993.

GRANTEE:

Pam Vincent  
PAM VINCENT

GRANTOR:

NORTH PINE PROPERTY OWNERS  
ASSOCIATION, a Utah non-profit  
corporation

By: Michael McLean  
Michael McLean, President

STATE OF UTAH )  
COUNTY OF Utah ) SS.

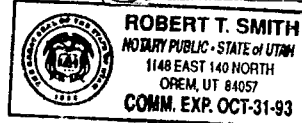
ENT 9467 BK 3089 PG 447

The foregoing Easement was acknowledged before me this 22 day of January, 1993, by Michael McLean, President of North Pine Property Owners Association, a Utah non-profit corporation.

Robert T. Smith  
NOTARY PUBLIC  
Residing at: Utah

My Commission Expires:

10 31 93



STATE OF UTAH )  
COUNTY OF Utah ) ss.

The foregoing Easement was acknowledged before me  
this 22 day of January, 1993, by Pam Vincent.

Kristen D. Ashworth-Olson  
NOTARY PUBLIC  
Residing at: Provo

My Commission Expires:

9.7.96



ENT 9467 BK 3089 PG 448

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EXHIBIT "A"

Legal Description of the Servient Tenement

A strip of land 20.00 feet in width, being 10.00 feet on each side of the following described centerline: Beginning at a point on the north line of Lot 7, Sundance Recreational Resort, Plat "B," said point being North 61°24'41" East 180.37 feet from the northwest corner of said Lot 7; thence North 18°43'45" West 205.31 feet; thence North 16°15'52" West 121.05 feet; thence North 36°29'53" West 78.69 feet; thence North 26°08'59" West 48.25 feet; thence North 56°30'30" East 12.69 feet to the westerly line of Alpine Loop Road, said point being the terminus of this easement; and

That portion of the "Existing 16' Access Easement" shown on said Plat "B" which is within said Plat "B" and which is contiguous with Lot 11 of said Plat "B" along the entire northeasterly boundary of said Lot 11, and also that portion of said "Existing 16' Access Easement" shown on said Plat "B" which is contiguous with Lot 10 of said Plat "B" along the northeasterly boundary of said Lot 10 from the northwest corner of said Lot 10 southeasterly to the point where that portion of the Servient Tenement described immediately below leaves said "Existing 16' Access Easement"; and

That portion of the "20' Access Easement" shown on said Plat "B" which connects that portion of the Servient Tenement described immediately above with that portion of the Servient Tenement first described above in this Exhibit "A".