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07/14/1999 03:41 PM 45.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TRIMBLE CREEK LC
758 S 400 E STE 203
OREM UT 84097
BY: ZJM, DEPUTY - WI 6 P.

WHEN RECORDED RETURN TO:
TRIMBLE CREEK, L.C.
Wayne H. Corbridge
758 South 400 East, Suite 203
Orem, Utah 84097

Easement Agreement

Agreement made by and between TRIMBLE CREEK, L.C., a Utah limited liability company, of 758 South 400 East, Orem, Utah 84097 (hereinafter referred to as the "Developer"), and the RENAISSANCE AT TRIMBLE CREEK HOMEOWNERS ASSOCIATION, of 758 South 400 East, Orem, Utah 84097 (hereinafter referred to as the "Association").

RECITALS

WHEREAS, RENAISSANCE AT TRIMBLE CREEK is a planned unit development located in Salt Lake County, Utah (hereinafter referred to as "Trimble Creek).

WHEREAS, the Developer is the owner of all of the real property at Trimble Creek, including without limitation (a) Lot No. 19, (b) all of the other residential lots and (c) the common areas.

WHEREAS, none of the Lots at Trimble Creek have been sold, transferred or conveyed by the Developer yet, nor have the common areas been conveyed to the Association.

WHEREAS, Lot No. 19 is a residential lot.

WHEREAS, Lot No. 19 adjoins a portion of the Trimble Creek common area, which portion is hereinafter referred to as "Parcel A."

WHEREAS, Parcel A is described with particularity on Exhibit "A," attached hereto and incorporated herein by this reference.

WHEREAS, Parcel A is open space.

WHEREAS, the Developer and the Association desire to use Parcel A to create a private yard area for the exclusive use and benefit of the owner of Lot No. 19, subject to the restrictions set forth below.

NOW, THEREFORE, for the reasons recited above and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION ONE
GRANT OF EASEMENT

The undersigned hereby grant and convey to the owner of Lot No. 19 the right to use Parcel A as a private yard area. Such easement shall be for the benefit of the owner of Lot No. 19, his family members, guests, invitees for the residential purposes and uses set forth below.

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SECTION TWO
RIGHTS OF QUIET ENJOYMENT

It is expressly agreed that the owner of Lot No. 19 may use Parcel A, subject to the rights of the Association according to the Trimble Creek Declaration of Covenants, Conditions and Restrictions recorded in the Office of the County Recorder of Salt Lake County, Utah. Parcel A is designed and set aside for the primary benefit, use, enjoyment and convenience of the owner of Lot No. 19. By way of illustration and not limitation, and subject to the right of the Association to approve all structural alterations to the property, Parcel A may be used by the owner of Lot No. 19 for landscaping and open space, the planting of flower beds and vegetable gardens, and the construction of a deck, gazebo or hot tub; provided, however, without the prior written consent of the Management Committee and the granting of a variance, the owner of Lot No. 19 shall not enclose the private yard area, in whole or in part, nor install or construct any fence, wall, hedge, barrier, gate, buildings, habitations, storage facilities or structures on Parcel A, nor excavate, fill or similarly materially disturb the surface of the land including, without limitation, changing of grade, ground level or drainage pattern, clearing, marring, defacing or damaging of existing trees, shrubs, bushes, lawns, ground cover or plants, and nothing may be planted, installed, erected, constructed or maintained on Parcel A which would impair the view of any other Lot or Lot owner.

SECTION THREE
ACCESS

The Association, its maintenance personnel, grounds keepers, agents, representatives and employees shall have the right of ingress, egress and access to, through or over Parcel A at all times and for all purposes, and without any additional notice required. The owner of Lot No. 19 shall not obstruct or attempt to obstruct the Association's rights of access, ingress and egress; nor shall the owner interfere or attempt to interfere with the Association's right to maintain Parcel A; however, access may be denied to other lot owners and residents.

SECTION FOUR
MAINTENANCE, REPAIR AND REPLACEMENT OF PARCEL A
AND THE IMPROVEMENTS CONSTRUCTION OR INSTALLED THEREON

Unless a variance is granted to the owner of Lot No. 19 in writing by the Association, the Association shall maintain Parcel A. This duty to maintain includes without limitation the maintenance, repair and replacement of all improvements constructed by the Developer and those subsequently made by the owner of Lot No. 19. All costs associated with such maintenance of Parcel A shall be assessed against Lot No. 19 or the owner of Lot No. 19. The amount assessed is the debt of the owner at the time the assessment is made and is collectible as such. If the owner fails or refuses to make payment, that amount constitutes a lien on the interest of the owner in the property. The owner of Lot No. 19 or the Association shall repair any damage they may cause, respectively, to Parcel A and restore the private yard area to its original condition.

SECTION FIVE
EASEMENT TO RUN WITH LAND

This grant of easement shall run with Parcel A, and shall be binding on and shall inure to the

benefit of the parties hereto, their heirs, successors, or assigns.

SECTION SIX
PUBLIC LIABILITY INSURANCE

The owner shall purchase and maintain adequate public liability insurance on Parcel A. He shall provide the Association with a certificate of insurance upon request and notify the Association at least thirty (30) days before any policy of insurance is terminated.

SECTION SEVEN
ATTORNEY'S FEES

In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the non-defaulting party shall be entitled to recover reasonable expenses, attorney's fees, and costs from the defaulting party, regardless of whether a lawsuit is filed.

SECTION EIGHT
ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties relating to the rights granted and the obligations assumed pursuant to this instrument. Any oral representations or modifications concerning this instrument shall be of no force and effect, excepting a subsequent modification reduced to writing, signed by the party to be charged therewith.

Witness our hand this 30 day of June, 1999.

TRIMBLE CREEK, L.C.
a Utah limited liability company

By: Wayne H. Corbridge
Title: Wayne H. Corbridge, Manager

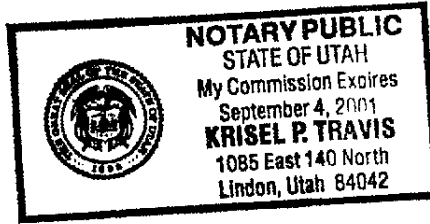
By: David R. Schiess
Title: David R. Schiess, Manager

RENAISSANCE AT TRIMBLE CREEK HOMEOWNERS ASSOCIATION

By: Wayne H. Corbridge
Title: Wayne H. Corbridge, President

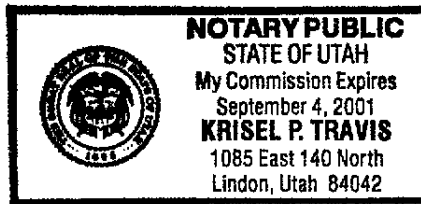
By: David R. Schiess
Title: David R. Schiess, Secretary

STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)



On the 30 day of June, 1999, personally appeared before me Wayne H. Corbridge and David R. Schiess, the signers of the foregoing instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and who duly acknowledged to me that they executed the foregoing document, as the Managers of Renaissance at Indian Springs, L.C., a Utah limited liability company, and that they executed the same, pursuant to the Articles of Organization, Operating Agreement or a resolution of the members of said company.

Krisel P. Travis
NOTARY PUBLIC
Residing at: Lindon, UT
My Commission Expires: Sept. 4, 2001



STATE OF UTAH)
)ss:
COUNTY OF SALT LAKE)

On the 30 day of June, 1999, personally appeared before me Wayne H. Corbridge and David R. Schiess, the signers of the foregoing instrument, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument, and who duly acknowledged to me that they executed the foregoing document, as the President and Secretary of Renaissance at Trimble Creek Homeowners Association, and that they executed the same for and in behalf of said association of lot owners.

Krisel P. Travis
NOTARY PUBLIC
Residing at: Lindon, UT
My Commission Expires: Sept. 4, 2001

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Exhibit "A"
TRIMBLE CREEK LOT 19
LEGAL DESCRIPTION

The land described in the foregoing document is located in Salt Lake County, Utah and is described more particularly as follows:

Beginning at a point on the northerly line of Lot 19, Renaissance at Trimble Creek, a Planned Unit Development, West Jordan, Utah, said point being SOUTH 1797.96 feet and EAST 1100.37 feet from the west quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base Meridian; thence NORTH 22.59 feet; thence South 74°20'45" East 3.92 feet; thence South 64°00'31" East 25.54 feet; thence South 64°18'07" East 25.99 feet; thence South 75°04'37" East 21.99 feet; thence South 52°33'15" East 20.80 feet; thence South 50°39'48" East 9.63 feet; thence South 41°06'29" East 16.60 feet; thence South 28°02'47" West 17.75 feet; thence South 42°24'46" West 19.36 feet; thence South 81°25'13" West 9.00 feet; thence South 66°17'10" West 19.51 feet; thence South 85°50'14" West 15.37 feet; thence South 80°28'46" West 3.69 feet; thence North 75°39'24" West 50.68 feet; thence NORTH 23.30 feet; thence South 75°14'25" East 57.84 feet along the southerly line of said Lot 19; thence North 14°45'35" East 44.00 feet along the easterly line of said Lot 19; thence North 75°14'25" West 59.14 feet along the northerly line of said Lot 19 to the point of beginning.

Containing 5088 square feet (0.117 acres).

Exhibit "A-1"
 TRIMBLE CREEK LOT 19

