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ENT 81050:2013 PG 1 of 2
Jeffery Smith
Utah County Recorder
2013 Aug 23 12:35 PM FEE 53.00 BY EO
RECORDED FOR Select Title Insurance Agency
ELECTRONICALLY RECORDED

Tax ID # 38-328-0043-0084

CROSS UTILITY ACCESS EASEMENT AGREEMENT

THIS CROSS UTILITY ACCESS EASEMENT AGREEMENT is made and entered into this 14th day of August, 2013, by and between **SUNSET MOUNTAIN PROPERTIES LIMITED PARTNERSHIP, it's successor's and/or assigns**, hereinafter referred to as ("Owners") and **EAGLE POINT TOWN HOMES HOMEOWNERS ASSOCIATION, it's successor's and/or assigns**, herein referred to as ("Association").

WITNESSETH

WHEREAS, "Owners" are the owner of that certain parcel of land located in Eagle Mountain City, Utah County, State of Utah, more particularly described as follows, hereinafter referred to as Property:

Units A-1 through A-8, Units B-1 through B-6, Units C-1 through C-6, Units D-1 through D-8, Units E-1 through E-6, Units F-1 through F-8, Plat "A", EAGLE POINT TOWNHOMES, Eagle Mountain, UT, according to the official plat thereof on file in the office of the Utah County Recorder.

WHEREAS, "Association" is the owner of the common land, space, and facilities relating to Eagle Point Townhomes Plat "A".

WHEREAS, "Owners" have agreed to grant "Association" easements through, over and across the "Property" for the purpose of providing common sewer lateral services, electrical services, communication services and any other utility services and providing access to and from common sewer laterals, meter panels, conduits, and any other equipment or infrastructure related to utility services for maintenance, repairs, modifications and/or re-construction.

NOW THEREFORE, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

1. "Owners" hereby grants, bargains, sells, conveys, and confirms unto "Association", its successor and assigns, the right, title and privilege of a perpetual non-exclusive easement for common sewer laterals use, meter panels use and any other utility services use, service and to access such utilities for Eagle Point Townhomes Plat "A".
2. Nothing contained herein shall ever be deemed to create any rights for the benefit of the general public, or to constitute any of the affected areas a dedicated public thoroughfare.
3. This Access Easement Agreement shall be binding upon the parties hereto and their respective heirs, successors, and assigns.

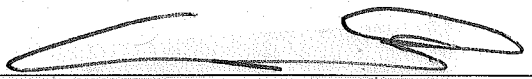
WITNESS THE HAND OF SAID GRANTORS this 14th day of August, 2013.

SUNSET MOUNTAIN PROPERTIES LIMITED PARTNERSHIP



 Blaine E. Patterson and James K.
 Co-Operating Manager of Sunset
 Mountain Management, L.L.C.,
 it's General Partner

EAGLE POINT TOWN HOME HOMEOWNERS ASSOCIATION

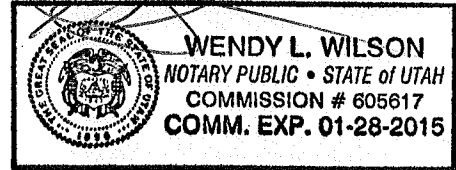


 Scott Dunn, Director

State of Utah)
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 County of Utah)

On the 14th day of August, 2013, personally appeared before me JAMES K. PATTERSON AND BLAINE E. PATTERSON, who being by me duly sworn did say, for himself, that they are the member/managers of SUNSET MOUNTAIN MANAGEMENT, L.L.C., a Utah Limited Liability Company, proven to me to be the General Partner of SUNSET MOUNTAIN PROPERTIES LIMITED PARTNERSHIP, the partnership that executed the within instrument and acknowledged that said limited liability company executed the same as the General Partner of Sunset Mountain Properties Limited Partnership, and that said partnership executed the same.

Notary Public



State of Utah)
 §
 County of Utah)

On the 14th day of August, 2013, before me, the undersigned Notary Public, personally appeared Scott Dunn, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Notary Public

