

Entry 2011008302
Book 1255 Page 396-406 \$150.00
18-NOV-11 02:18
RANDY SIMMONS
RECORDER, UTAH COUNTY, UTAH
AFFILIATED FIST TITLE
321 E STATE RD STE 200 AMERICAN FOR
Rec By: HEATHER COON, DEPUTY

CROSS ACCESS/CROSS PARKING EASEMENT

THIS CROSS ACCESS/CROSS PARKING EASEMENT (this "Easement") is made and entered into as of the _____ day of November, 2011, by Silver Pines Condominiums Home Owners Association ("Silver Pines"), Silver Pines Condominiums 2 Home Owners Association ("Silver Pines 2"), Silver Pines Condominiums, LLC and Silver Pines Condominiums 2 LLC ("Declarants"). Collectively, Silver Pines and Silver Pines 2 are referred to as the "Parties."

RECITALS:

Entry 2011008302
Book 1255 Page 396

WHEREAS, Silver Pines is the owner of the Common Areas more particularly described in the Amended and Restated Declaration of Condominium recorded ~~Nov. 18, 2011~~ Entry No. 2011008297 in Book 1255 at Pages 246, and on the Plat recorded April 14, 2008, as Entry No. 2008003610, in Book 1085, at Pages 693-778, of the Uintah County Recorder's Office and the record of survey Plat recorded Nov. 18, 2011, as Entry No. 2011 008300 in Book 1255, at Pages 324 (Silver Pines Plat), with the legal description of the condominium land described as follows:

SEE EXHIBIT "A"
(Condominium Land Description)

WHEREAS, Silver Pines 2 is the owner of the Common Areas more particularly described in the Amended and Restated Declaration of Condominium recorded Nov. 18, 2011 as Entry No. 2011 008301 in Book 1255 at Pages 225, and on the Plat recorded NOV. 18, 2011 as Entry No. 2011 008300 in Book 1255 at Pages 324, of the Uintah County Recorder's Office and the record of survey Plat recorded Nov. 18, 2011 as Entry No. 2011 008300 in Book 1255 at Pages 324 (Silver Pines 2 Plat), with the legal description of the condominium land described as follows:

SEE EXHIBIT "B"
(Condominium Land Description)

WHEREAS, Silver Pines has a clubhouse, concrete basketball pad and adjacent recreational facilities such as patio and playground equipment ("Facilities") to which Silver Pines 2 Unit Owners are to have access and use pursuant to the respective Declarations.

WHEREAS, Silver Pines Condominiums, LLC, a Utah limited liability company is the Declarant of Silver Pines Condominiums, and Silver Pines Condominiums 2 LLC, a Utah limited liability company, is the Declarant of Silver Pines Condominiums 2.

WHEREAS, Declarants and the Parties desire to subject certain of their respective Common Areas to a non-exclusive (1) cross access/cross parking easement for the mutual use and benefit of parking areas together with pedestrian and vehicular ingress and egress to and from such parking areas (2) cross access/easement for construction and maintenance of structures, landscaping and utilities, as and where needed, and (3) access by Silver Pines 2 Unit

Owners and Home Owners Association to the Facilities located on Silver Pines pursuant to the terms and conditions of this Easement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into this Easement by this reference as if fully set forth herein.

2. Easement Grant. Subject to the terms and conditions of this Easement, the Parties grant to each other for the benefit of each respective Association and Condominium Project and each respective Declarant grants to each Association, Condominium Project and each Unit Owner of each Condominium Project for the benefit of each Unit Owner, each Association and each Condominium Project:

a. Parking and Drives: A mutual non-exclusive easement for pedestrian and vehicular ingress and egress and vehicular guest parking upon, over and across the portion of the Common Areas located on their respective Plat Maps as recorded in Uintah County, Utah, and incorporated herein by reference, which are identified as "parking areas," or shown thereon as access driveways, curb cuts or street access or sidewalks, more particularly described on Exhibit "C" and Exhibit "D" attached hereto, collectively referred to herein as the "Easement Areas."

b. Facilities: A non-exclusive easement for pedestrian ingress and egress by Unit Owners of Silver Pines 2 and their guests over and across the Common Area of Silver Pines to access the Facilities. This easement for access to the Facilities shall extend to future Unit Owners the additional land if Declarant of Silver Pines 2 exercises its option to expand Silver Pines 2 Condominiums.

c. Maintenance: A mutual cross access easement for utility lines and services, the construction and maintenance of structures, landscaping and said utilities, as and where needed.

d. Benefit: The Easements may be used by the Parties, their respective Home Owners Association and Unit Owners, their successors or assigns, and their agents, representatives, employees, licensees and invitees for the purposes as described herein.

3. Purpose. Said Easement Areas are intended to provide mutual utility services to each of the two condominiums and the construction, maintenance, repair and replacement of the same, as and when required or necessary, and to allow mutual access to the two (2) condominiums and their respective Units on, over and across the Common Areas and Easement Areas for access, ingress and egress to and from each condominium and to and from all public streets, and reciprocal parking areas, and to promote better vehicular access and circulation to and from the Parties' condominiums through the additional drive aisles and driveways depicted on the driveway areas of which shall hereafter be subject to and burdened by an easement for the benefit of the other parcel for the purpose of vehicular access and circulation.

4. Maintenance.

a. Parking and Drives. The parking and drives within the Easement Areas shall be constructed and maintained in a good and useful condition by the respective Parties and except as stated below, in the event any Easement Area or Common Area in either condominium requires maintenance, repair or replacement, the Party (Association) which owns the area requiring the maintenance or repair or replacement shall cause the same to be promptly performed at its sole cost and expense in a good and workman like manner. Notwithstanding the foregoing, in the event damage to any Easement Area is caused by a Party or Declarant or any Owner of a Unit or its guests, tenants or invitees, the Party which caused the physical damage or which is the governing Association for the Declarant or the Unit Owner (or its guests, tenants or invitees) which caused the damage(s), that Association shall perform all of the necessary maintenance or repair or replacement to correct the damage and shall cause the same to be promptly performed at its sole cost and expense in a good and workman like manner. Upon a failure of the applicable Party to promptly maintain, repair or replace any Easement Areas or Common Area which it is required to perform under the prior sentence or to otherwise maintain any Easement Area in the required good condition and repair, the other Party may do so with the actual and reasonable costs incurred chargeable to and promptly payable by the responsible Party. For purposes of the activities required and authorized by this section, the parcels shall be subject to and burdened by temporary easements over such portions of the parcel as are reasonably necessary for the performance of the required maintenance or repairs.

b. Facilities. Silver Pines and Silver Pines 2 shall have joint responsibility for the maintenance and operational expenses of the Facilities as set forth in their respective Declarations.

c. Utilities. Any construction or maintenance involving utilities shall be completed and maintained in the same manner as provided in 4.a., above.

5. Covenant Running With the Land. The provisions of this Easement shall run with the land and shall apply to, bind and inure to the benefit of Parties, Unit Owners, Declarant, and their successors and assigns.

6. Reservations. The Parties reserve all rights of ownership in and to the Easement Areas which are not inconsistent with the easements granted hereby. Without limiting the foregoing, free and full access to, from and across all portions of the Easement Areas shall not be blocked, obstructed or impeded.

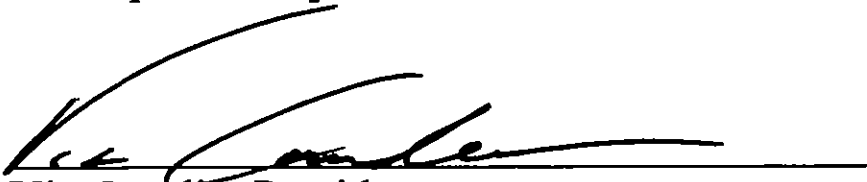
7. Insurance. Through the duration of this Easement, the Parties shall maintain general liability insurance as provided in their respective Declarations.

8. Modification. This Easement may not be expanded or modified except by a further agreement in writing and in recordable form by the Parties hereto or their successors or assigns.


9. Recordation. This Easement shall be recorded in the Uintah County Recorder's Office.

IN WITNESS WHEREOF, the Parties have executed this Easement as of the day and year first above written.

SILVER PINES CONDOMINIUMS
HOME OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

By: 
Vic Condie, President

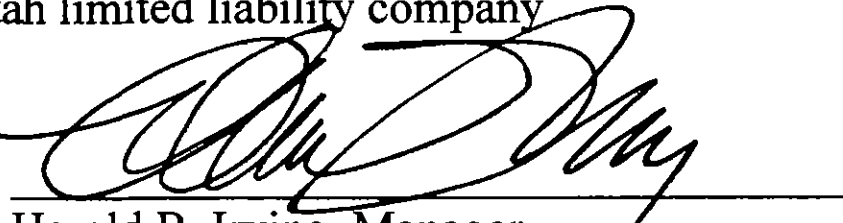
SILVER PINES CONDOMINIUMS 2
HOME OWNERS ASSOCIATION, INC.
a Utah nonprofit corporation

By: 
Vic Condie, President

Declarants hereby approve this Easement.


DECLARANT:

SILVER PINES CONDOMINIUMS, LLC,
a Utah limited liability company

By: 
Harold B. Irving, Manager

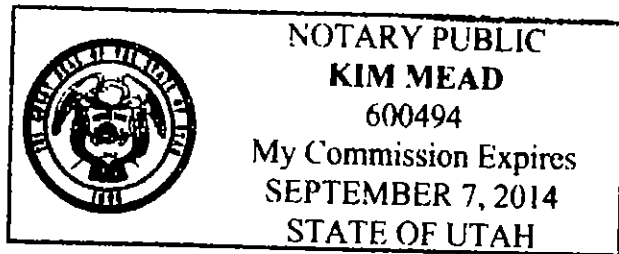
DECLARANT:

SILVER PINES CONDOMINIUMS 2 LLC,
a Utah limited liability company

By: 
Harold B. Irving, Manager

STATE OF UTAH)
) : ss.
COUNTY OF Uintah)

On the 17th day of November, 2011, personally appeared before me Vic Condie, who being by me duly sworn, says that he is the President of Silver Pines Condominiums Home Owners Association, Inc., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by authority of a resolution of its board of directors) and said Harold B. Irving acknowledged to me that said corporation executed the same.

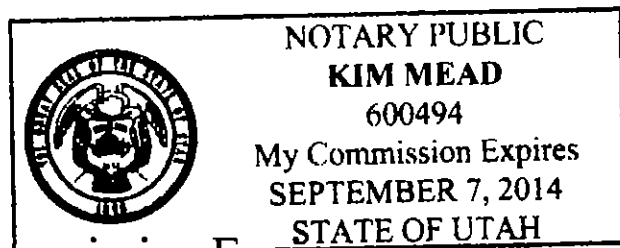


Kim Mead
NOTARY PUBLIC
Residing in the State of Utah

My Commission Expires:
9-7-2014

STATE OF UTAH)
) : ss.
COUNTY OF Uintah)

On the 17th day of November, 2011, personally appeared before me Vic Condie, who being by me duly sworn, says that he is the President of Silver Pines Condominiums 2 Home Owners Association, Inc., the corporation that executed the above and foregoing instrument and that said instrument was signed in behalf of said corporation by authority of its bylaws (or by authority of a resolution of its board of directors) and said Harold B. Irving acknowledged to me that said corporation executed the same.

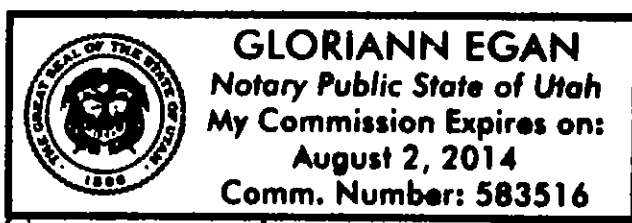


Kim Mead
NOTARY PUBLIC
Residing in the State of Utah

My Commission Expires:
9-7-2014

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

On the 16th day of November, 2011, personally appeared before me Harold B. Irving, who being by me duly sworn, says that he is the Manager of Silver Pines Condominiums, LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company as Declarant by authority of its operating agreement and said Harold B. Irving acknowledged to me that said limited liability company executed the same.

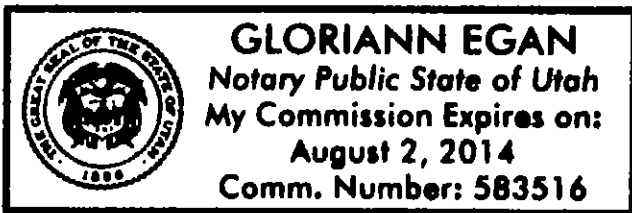


My Commission Expires:

Gloriann Egan
NOTARY PUBLIC
Residing in the State of Utah

STATE OF UTAH)
) : ss.
COUNTY OF Salt Lake)

On the 16th day of November, 2011, personally appeared before me Harold B. Irving, who being by me duly sworn, says that he is the Manager of Silver Pines Condominiums 2 LLC, the limited liability company that executed the above and foregoing instrument and that said instrument was signed in behalf of said limited liability company as Declarant by authority of its operating agreement and said Harold B. Irving acknowledged to me that said limited liability company executed the same.



My Commission Expires:

Gloriann Egan
NOTARY PUBLIC
Residing in the State of Utah

EXHIBIT "A"

SILVER PINES CONDOMINIUMS

BEGINNING AT A POINT IN THE SOUTHWEST QUARTER NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE BASE AND MERIDIAN WHICH BEARS S 01°47'00" E ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 178.00 FEET AND N 87°57'39" E PARALLEL WITH THE NORTH LINE OF THE SAID SOUTHWEST QUARTER NORTHEAST QUARTER 152.00 FEET FROM THE NORTHWEST CORNER OF THE SAID SOUTHWEST QUARTER NORTHEAST QUARTER; THENCE N 87°57'39" E PARALLEL WITH THE SAID NORTH LINE OF THE SOUTHWEST QUARTER NORTHEAST QUARTER 106.46 FEET; THENCE N 02°03'40" W 178.00 FEET TO A POINT ON THE SAID NORTH LINE OF THE SOUTHWEST QUARTER NORTHEAST QUARTER WHICH BEARS N 87°57'39" E 257.60 FEET FROM THE SAID NORTHWEST CORNER OF THE SOUTHWEST QUARTER NORTHEAST QUARTER; THENCE N 87°57'39" E ALONG THE SAID NORTH LINE OF THE SOUTHWEST NORTHEAST QUARTER 412.64 FEET; THENCE S 02°02'21 " E 134.31 FEET; THENCE S 24°16'37" E 47.68 FEET; THENCE S 02°02'21" E 273.05 FEET; THENCE N 87°57'39" E 15.00 FEET; THENCE S 16°43'36" E 92.79 FEET; THENCE S 35°15'53" W 80.00 FEET; THENCE S 54°39'12" W 66.73 FEET; THENCE S 14°42'38" W 152.87 FEET TO A NON TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A DELTA ANGLE OF 2°00'12", A RADIUS OF 1145.45 FEET AND A CHORD BEARING OF N 72°36'59" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.05 FEET; THENCE N 73°37'05" W 146.00 FEET TO THE NORTHEAST CORNER OF LOT 27 OF THE CENTRAL PARK SUBDIVISION PLAT "A" REVISED; THENCE THE FOLLOWING FOUR CALLS ALONG THE EASTERN BOUNDARY OF SAID SUBDIVISION, (i) N 16°22'55" E 66.00 FEET, (ii) N 73°37'05" W 7.00 FEET, (iii) N 16°22'55" E 101.92 FEET, (iv) N 01°47'00" W 292.95 FEET TO THE NORTHEAST CORNER OF LOT 21 OF SAID SUBDIVISION; THENCE THE FOLLOWING THREE CALLS ALONG THE NORTHERN BOUNDARY OF THE SAID SUBDIVISION, (i) S 88°13'00" W 183.17 FEET (PREVIOUSLY RECORDED ON THE PLAT OF SAID SUBDIVISION AS BEING 183.00 FEET), (ii) S 01°47'00" E 1.59 FEET (PREVIOUSLY RECORDED ON THE PLAT OF SAID SUBDIVISION AS BEING 0.83 FEET) (iii) S 88°13'00" W 116.00 FEET TO THE NORTHWEST CORNER OF LOT 7 OF SAID SUBDIVISION; LEAVING SAID SUBDIVISION BOUNDARY, THENCE N 01°47'00" W PARALLEL WITH THE SAID WEST LINE OF THE NORTHEAST QUARTER 96.25 FEET TO THE POINT OF BEGINNING.
BASIS OF BEARINGS IS THE SAID WEST LINE OF THE NORTHEAST QUARTER WHICH IS CALCULATED FROM THE UINTAH COUNTY SURVEYOR'S CONTROL MAPS TO BEAR N 01°47'00" W. CONTAINS 5.48 ACRES MORE OR LESS

EXHIBIT "B"

SILVER PINES CONDOMINIUMS 2

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE MERIDIAN. NORTH 87°57'39" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 670.24 FEET TO THE NORTHEAST CORNER OF SILVER PINES CONDOMINIUMS PHASE 1, BEING THE TRUE POINT OF BEGINNING. THENCE ALONG SAID NORTH LINE NORTH 87°57'39" EAST 428.80 FEET; THENCE SOUTH 02°02'25" EAST 78.95 FEET TO A POINT OF TANGENCY WITH THE ARC OF A 143.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 48.17 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°17'56" (CHORD BEARS S 07°36'33" W 47.94 FEET); THENCE SOUTH 17°15'31" WEST 108.70 FEET TO A POINT OF TANGENCY WITH THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHERLY 33.68 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°17'56" (CHORD BEARS S 07°36'33" W 33.52 FEET); THENCE SOUTH 02°02'25" EAST 358.93 FEET TO A POINT OF TANGENCY WITH THE ARC OF A 143.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY 111.41 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 44°38'17" (CHORD BEARS S 20°16'44" W 108.61 FEET); THENCE SOUTH 42°35'53" WEST 137.62 FEET TO A POINT OF TANGENCY WITH A ARC OF A 143.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 169.18 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°47'02" (CHORD BEARS S 76°29'24" W 159.48 FEET); THENCE NORTH 69°37'05" WEST 81.85 FEET; THENCE SOUTH 20°22'55" WEST 8.50 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE FOR 860 SOUTH STREET; THENCE NORTH 69°37'05" WEST ALONG SAID RIGHT-OF-WAY 65.63 FEET TO A POINT OF TANGENCY WITH THE ARC OF AN 1145.45 FOOT RADIUS CURVE TO THE RIGHT; THENCE WESTERLY 39.92 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°59'48" (CHORD BEARS N 70°36'59" W 39.92 FEET) TO THE SOUTHEAST CORNER OF SAID SILVER PINES CONDOMINIUMS PHASE 1; THENCE ALONG THE EAST BOUNDARY LINE OF SAID SILVER PINES CONDOMINIUMS PHASE 1 THE FOLLOWING EIGHT COURSES AND DISTANCES: NORTH 14°42'38" EAST 152.87 FEET; NORTH 54°31'30" EAST 67.16 FEET; NORTH 35°15'53" EAST 79.55 FEET; NORTH 16°43'36" WEST 92.79 FEET; SOUTH 87°57'39" WEST 15.00 FEET; NORTH 02°02'21" WEST 273.05 FEET; NORTH 24°16'37" WEST 47.67 FEET; NORTH 02°02'21" WEST 134.31 FEET TO THE POINT OF BEGINNING.
CONTAINS 316,799.3 SQ. FT. 7.27 ACRES

EXHIBIT "C"

SILVER PINES CONDOMINIUMS
ACCESS AND PARKING BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE MERIDIAN. N 87°57'39" E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 670.24 FEET TO THE NORTHEAST CORNER OF SILVER PINES CONDOMINIUMS PHASE 1, THENCE S 02°01'23" E 7.44 FEET TO THE TRUE POINT OF BEGINNING; THENCE S 02°02'25" E 126.87 FEET, THENCE S 24°16'37" E 47.67 FEET, THENCE S 02°02'21" E 273.05 FEET, THENCE S 87°57'35" W 45.18 FEET, THENCE N 02°02'25" W 252.96 FEET, THENCE S 87°57'35" W 123.39 FEET, THENCE S 02°02'25" E 377.65 FEET, THENCE S 12°27'52" W 122.52 FEET, THENCE N 77°32'08" W 16.00 FEET, THENCE 6.76 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 4.50 FEET, A CHORD BEARING OF S 59°25'24" W AND A CHORD LENGTH OF 6.14 FEET, THENCE S 16°22'55" W 2.28 FEET, THENCE N 73°40'54" W 25.00 FEET, THENCE N 16°22'55" E 5.80 FEET, THENCE 7.38 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 4.50 FEET, A CHORD BEARING OF N 30°34'36" W AND A CHORD LENGTH OF 6.58 FEET, THENCE N 77°32'08" W 15.32 FEET, THENCE N 12°27'52" E 108.44 FEET, THENCE N 02°02'25" W 369.38 FEET" THENCE S 87°57'35" W 27.00 FEET, THENCE N 02°02'25" W 18.94 FEET, THENCE 3.14 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.00 FEET, A CHORD BEARING OF N 47°02'25" W AND A CHORD LENGTH OF 2.83 FEET, THENCE S 87°57'35" W 3.40 FEET, THENCE N 02°02'25" W 24.93 FEET, THENCE N 87°57'35" E 3.00' FEET, THENCE 3.14 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.00 FEET, A CHORD BEARING OF N 42°57'35" E AND A CHORD LENGTH OF 2.83 FEET, THENCE, N 02°02'25" W 17.13 FEET, THENCE N 87°57'35" E 177.93 FEET, THENCE N 02°02'25" W 126.08 FEET, THENCE N 87°57'35" E 18.08 FEET, THENCE 3.07 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.00 FEET, A CHORD BEARING OF N 43°53'20" E AND A CHORD LENGTH OF 2.78 FEET, THENCE N "00°10'55" W 2.66 FEET, THENCE N 87°57'35" E 25.03 FEET, THENCE S 00°10'56" E 2.52 FEET, THENCE 3.19 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.00 FEET, A CHORD BEARING OF S 45°44'30" E AND A CHORD LENGTH OF 2.86 FEET, THENCE N 87°57'35" E 17.92 FEET TO THE POINT OF BEGINNING. CONTAINS 1.57 ACRES, MORE OR LESS.

EXHIBIT "D"

SILVER PINES CONDOMINIUMS 2
ACCESS AND PARKING BOUNDARY DESCRIPTION

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 21 EAST, SALT LAKE MERIDIAN. N 87°57'39" E ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, 670.24 FEET TO THE NORTHEAST CORNER OF SILVER PINES CONDOMINIUMS PHASE 1, THENCE S 02°02'21" E 133.47 FEET TO THE TRUE POINT OF BEGINNING, THENCE N 87°55'14" E 4.56 FEET, THENCE N 66°43'03" E 8.57 FEET, THENCE 2.96 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.50 FEET, A CHORD BEARING OF N 31°50'32" E AND A CHORD LENGTH OF 2.79 FEET, THENCE N 02°02'20" W 18.89 FEET, THENCE N 87°57'40" E 344.00 FEET, THENCE S 02°02'20" E 18.26 FEET, THENCE 2.47 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.00 FEET, A CHORD BEARING OF S 37°23'24" E AND A CHORD LENGTH OF 2.31 FEET, THENCE S 72°44'29" E 6.16 FEET, THENCE S 48°15'39" W 0.58 FEET, THENCE S 17°15'31" W 24.50 FEET, THENCE N 72°44'29" W 5.24 FEET, THENCE 3.82 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.00 FEET, A CHORD BEARING OF S 52°36'35" W AND A CHORD LENGTH OF 3.26 FEET, THENCE S 02°02'21" E 19.66 FEET, THENCE S 87°57'40" W 142.56 FEET, THENCE S 02°02'21" E 414.80 FEET, THENCE S 35°15'53" W 143.54 FEET, THENCE S 20°20'49" W 97.33 FEET, THENCE N 69°39'11" W 15.52 FEET, THENCE 7.61 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 4.82 FEET, A CHORD BEARING OF S 69°10'00" W AND A CHORD LENGTH OF 6.84 FEET, THENCE N 69°41'06" W 23.83 FEET, THENCE N 19°57'53" E 1.73 FEET, THENCE 7.05 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 4.32 FEET, A CHORD BEARING OF N 29°05'39" W AND A CHORD LENGTH OF 6.29 FEET, THENCE N 67°24'15" W 15.55 FEET, THENCE N 24°35'12" E 35.14 FEET, THENCE S 69°37'36" E 3.69 FEET, THENCE N 20°22'24" E 60.56 FEET, THENCE N 69°36'10" W 44.24 FEET, THENCE S 20°30'27" W 64.94 FEET, THENCE N 69°28'20" W 0.50 FEET, THENCE S 15°21'28" W 5.55 FEET, THENCE S 69°37'05" E 0.50 FEET, THENCE S 20°08'18" W 23.50 FEET, THENCE N 68°02'00" W 15.83 FEET, THENCE 8.29 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 4.36 FEET, A CHORD BEARING OF S 63°27'57" W AND A CHORD LENGTH OF 7.10 FEET, THENCE S 23°28'51" W 7.77 FEET, THENCE N 69°58'43" W 23.67 FEET, THENCE N 19°24'31" E 7.95 FEET, THENCE 7.11 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 4.50 FEET, A CHORD BEARING OF N 25°52'07" W AND A CHORD LENGTH OF 6.39 FEET, THENCE N 71°08'46" W 15.48 FEET, THENCE N 20°04'21" E 19.28 FEET, THENCE N 14°42'38" E 68.13 FEET, THENCE N 54°39'12" E 65.96 FEET, THENCE N 35°15'53" E 82.03 FEET, THENCE N 02°02'21" W 72.46 FEET, THENCE N 87°57'39" E 100.97 FEET, THENCE N 02°02'21" W 1.50 FEET, THENCE

EXHIBIT "D" CONTINUED

SILVER PINES CONDOMINIUMS 2
ACCESS AND PARKING BOUNDARY DESCRIPTION

3.93 FEET AROUND A CURVE TO THE LEFT WITH A RADIUS OF 2.50 FEET, A CHORD BEARING OF N 47°02'21" W AND A CHORD LENGTH OF 3.54 FEET, THENCE S 87°57'39" W 17.50 FEET, THENCE N 02°02'21" W 291.99 FEET, THENCE S 87°57'40" W 103.00 FEET, THENCE S 02°02'21" E 277.34 FEET, THENCE S 87°57'36" W 20.50 FEET, THENCE N 02°02'21" W 273.05 FEET, THENCE N 24°16'37" W 47.67 FEET, THENCE N 02°02'21" W 0.84 FEET TO THE POINT OF BEGINNING. CONTAINS 2.17 ACRES, MORE OR LESS.