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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 11 P.

**RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:**

Kennecott Land Company
4700 Daybreak Parkway, 3S
South Jordan, UT 84095
Attention: Senior Associate, Contracts
and Risk Management
TAX PARCEL # 26-24-456-005-0000, 26-24-456-002-0000

(space above for Recorder's use only)

FIRST AMERICAN TITLE
CV# 5312643 CROSS ACCESS AGREEMENT

THIS CROSS ACCESS AGREEMENT ("**Agreement**") is entered into as of
June 2, 2011, by KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY, a Delaware corporation ("**KLRDC**").

RECITALS

- A. KLRDC is the owner of that certain real property located at the southwest corner of Daybreak Parkway and Vadiana Drive, in the City of South Jordan, County of Salt Lake, State of Utah, shown as Lot C-101 on the drawing attached hereto as **Exhibit A** and incorporated herein by reference (the "**Drawing**"), and more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference ("**Lot C-101**").
- B. KLRDC is the owner of that certain real property adjacent to and west of Lot C-101 shown as Lot C-102 on the Drawing, and more particularly described on **Exhibit C** attached hereto and incorporated herein by this reference ("**Lot C-102**").
- C. KLRDC is the owner of that certain real property adjacent to and south of Lot C-101 shown as Lot C-103 on the Drawing, and more particularly described on **Exhibit D** attached hereto and incorporated herein by this reference ("**Lot C-103**"). Lot C-101, Lot C-102 and Lot C-103 are sometimes collectively referred to herein as the "**Lots**" and individually as a "**Lot**". As used herein, the term "**Owner**" shall mean the record holder of fee simple title to a Lot, its heirs, personal representatives, successors and assigns.
- C. KLRDC, as the Owner of the Lots, desires to grant certain easements for the mutual benefit of the Owners and the Lots.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, KLRDC agrees as follows:

1. Easement for Ingress and Egress. KLRDC, as the Owner of the Lots, hereby grants to each Owner of a Lot, its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of their respective Lots, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic (but not parking) upon, over and across that portion of each Lot developed as drive aisles as such areas may from time to time be developed, altered or modified. The drive aisles may be relocated by the Owner of the Lot on which such drive aisles are located from time to time at the reasonable discretion of the Owner of such Lot, provided that (i) at least one (1) curb cut shall be maintained between Lot C-101 and C-102 at a location reasonably approved by the Owners of such Lots, and (ii) at least one (1) curb cut shall be maintained between Lot C-101 and C-103 at a location reasonably approved by the Owners of such Lots. Each Owner shall maintain a level grade at the curb cut(s) between its Lot and the adjoining Lot. No Owner shall obstruct the easement except as may be temporarily necessary for repair and maintenance.

2. Maintenance. Upon completion of construction of drive aisles, the Owner of each Lot shall, at its sole cost, be obligated to (i) maintain, repair and resurface the drive aisles located on its Lot when necessary so that the paved surface is kept level, smooth and evenly covered with the type of surfacing material originally installed or such substitute material as shall in all respects be equal or superior in quality, use and durability, (ii) remove all snow, papers, debris, filth and refuse and thoroughly sweep the drive aisles to the extent reasonably necessary to keep the aisles in a clean and orderly condition, and (iii) maintain, repair and replace, when necessary, all traffic directional signs, markers and lines thereon.

3. Easement Over Portion of Lot C-103. KLRDC, as the Owner of Lot C-103, hereby grants to the Owner of Lot C-101, an easement to construct the driveway improvements (including curbing and related improvements) for the access drive from Lot C-101 to Vadiana Drive over the portion of Lot C-103 located between Lot C-101 and the existing dedicated right-of-way for Vadiana Drive as shown on the Drawing. It is anticipated that KLRDC, as the Owner of Lot C-103, will dedicate the portion of Lot C-103 located between Lot C-101 and the existing dedicated right-of-way for Vadiana Drive to the City of South Jordan for right-of-way purposes.

4. Right to Cure. (a) If any Owner fails to perform its maintenance obligations as set forth in Section 2 above (the "Defaulting Owner"), such failure shall constitute a default hereunder after the receipt by the Defaulting Owner of written notice from the other Owner and the Defaulting Owner's failure to cure the default within thirty (30) days after receipt of such notice. In the event of any such default, the Owner sending the

default notice (the "Curing Owner") may go upon the Defaulting Owner's Lot and perform or cause the performance of such maintenance and bill the Defaulting Owner for the expenses thereby incurred. Notwithstanding anything to the contrary, in the event of an emergency (a condition constituting an immediate risk of injury to person or serious damage to property), the Defaulting Owner shall not be entitled to such notice and opportunity to cure before being in default hereunder, and the Curing Owner may immediately cause the performance of the obligations and bill the Defaulting Owner for the expenses incurred. Expenses billed to the Defaulting Owner pursuant to this Section shall accrue interest from and after ten (10) days after the date of receipt of such bill at the lesser of (i) the highest applicable rate allowed by law, or (ii) fifteen percent (15%) per annum until paid.

5. Taxes and Insurance. Each Owner shall pay the taxes on their respective Lot and shall at all times provide and maintain or cause to be provided and maintained commercial general liability insurance insuring such Owner against claims for bodily injury or death, property damage or destruction, personal and advertising injury and contractual liability occurring in or arising out of the use or occupancy of its property or improvements constructed thereon. Each insurance policy shall be written with a financially responsible insurance company. The limits of liability of all such insurance shall be not less than \$2,000,000 for injury to or death of any one person, \$2,000,000 for injury to or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering bodily injury and property damage liability) of not less than \$2,000,000 per occurrence. Each Owner shall furnish the other Owners with certificates evidencing such insurance upon request. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or non-renewed without the giving of thirty (30) days prior written notice to the insured and to the holders of such certificates. Such insurance policy may be provided under a blanket policy provided such policy otherwise complies with the requirements herein. Also, as long as an Owner (or affiliate providing such insurance) has a net worth, determined in accordance with generally accepted accounting principles, in excess of \$100,000,000, all or any part of such insurance carried by such Owner may be provided under a program of self insurance.

6. Indemnity. Each Owner agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action for injury to or death or any person or damage to or destruction of any property occurring in or arising out of the use or occupancy of its Lot, except to the extent caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

7. General.

7.1 Attorneys' Fees. In the event that it shall be necessary to bring suit to enforce this Agreement at law or in equity or for damages on account of any breach of this Agreement or of any covenant, condition, requirement or obligation contained herein, the prevailing party shall be entitled to recover from the other, in addition to its damages, all legal costs and reasonable attorneys' fees as fixed by the court, both at trial and appellate levels.

7.2 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

7.3 Covenants Run With the Land. Each easement on each Lot shall be a burden on such Lot, shall be appurtenant to and for the benefit of each other Lot and each part thereof and shall run with the land.

7.4 Successors and Assigns. This Agreement and the easements created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring any Lot, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

7.5 Duration. The term of this Agreement shall be for sixty five (65) years from the date hereof.

7.6 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the easements contained in this Agreement, the Owners of the Lots shall have the right to enjoin such violation or threatened violation or to specifically enforce the terms of this Agreement in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies provided by law, except monetary damages.

7.7 Modification and Termination. This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners and then only by written instrument duly executed and acknowledged by the Owners and recorded in the office of the recorder of the County in which the Lots are located. No modification or termination of this Agreement shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

7.8 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Lots to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

7.9 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle the Owner of a Lot to terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such

Owner may have hereunder by reason of any breach of this Agreement. Any breach of this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

7.10 Default. An Owner of a Lot shall be deemed to be in default of this Agreement only upon the expiration of thirty (30) days from receipt of written notice from the Owner of another Lot specifying the particulars in which such Owner has failed to perform the obligations of this Agreement unless such Owner, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such Owner shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such Owner is acting in good faith and employing its best efforts to rectify the particulars specified in the notice of default.

7.11 Waiver. The failure of a person to insist upon strict performance of any of the restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the restrictions contained herein by the same or any other person.

7.12 Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

7.13 Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

EXECUTED as of the date first written above.

KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,
a Delaware corporation

By: *S.R. Kaufmann*
Name: Scott R. Kaufmann
Title: Vice President Commercial
Development

ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On June 3, 2011, personally appeared before me, a Notary Public,
Scott R. Kaufmann, the Vice President Commercial Development
of KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY personally
known or proved to me to be the person whose name is subscribed to the above
instrument who acknowledged to me that he executed the above instrument on behalf of
KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY.

WITNESS my hand and official Seal.



Notary Public in and for said State
My commission expires: 5-22-2012

[SEAL]

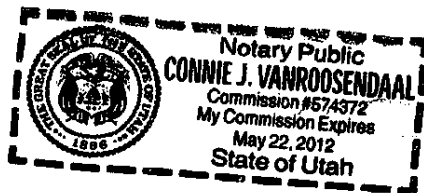


EXHIBIT A TO CROSS ACCESS AGREEMENT

Attach Drawing Showing Lots C-101, C-102 and C-103.

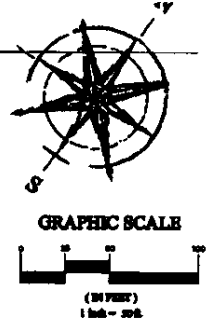
DAYBREAK PARKWAY DRIVE

11400/MVC SE
COMMERCIAL NO. 1
SUBDIVISION

C-102

C-101

10 foot Public utility
easement



VADANIA DRIVE

11400/MVC SE COMMERCIAL NO. 1 SUBDIVISION
C-103

LEGAL DESCRIPTION P.U.E. EASEMENT ON LOT C-101

P.U.E. EASEMENT ON LOT C-101 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 183.41 FEET ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 1059.21 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24) AND THENCE RUNNING NORTHWESTERLY 92.65 FEET ALONG THE ARC OF A 353.75 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 30°01'10" WEST, 92.38 FEET); THENCE 20.09 FEET ALONG THE ARC OF A 220.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 34°54'26" WEST, 20.08 FEET); THENCE 15.41 FEET ALONG THE ARC OF A 180.00 FOOT CURVE TO THE RIGHT (CHORD BEARS NORTH 34°44'38" WEST, 15.40 FEET); THENCE NORTH 37° 11' 45" WEST, 49.37 FEET; THENCE NORTH 54°53'01" EAST, 10.01 FEET; THENCE SOUTH 37°11'45" EAST 49.01 FEET; THENCE 16.26 FEET ALONG THE ARC OF A 190.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 34°44'38" EAST, 16.26 FEET); THENCE 19.17 FEET ALONG THE ARC OF A 210.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 34°54'26" EAST, 19.17 FEET); THENCE 93.02 FEET ALONG A 363.75 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°11'48" EAST, 92.76 FEET); THENCE SOUTH 54°46'55" WEST, 10.24 FEET TO THE POINT OF BEGINNING.

FOCUS.
ENGINEERING AND SURVEYING, LLC
201 WEST COTTAGE AVENUE
SANDY, UTAH 84070 PH: (801) 352-0075
www.focusutah.com

7-ELEVEN STORE
PUBLIC UTILITY EASEMENT LOT C-101
SOUTH JORDAN CITY, SALT LAKE COUNTY, UTAH

01-07-11
GBD
10-102

S:\2010\10-102-7-11-Doubled\Substation 10-102\102 Substation\Lot 101 P.U.E. easement\0101.dwg

EXHIBIT B TO CROSS ACCESS AGREEMENT

LEGAL DESCRIPTION OF LOT C-101

THE FOLLOWING PROPERTY LOCATED IN THE COUNTY OF SALT LAKE,
STATE OF UTAH:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET
ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49
FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3
SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF
BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH
QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24)
AND THENCE RUNNING NORTH 35°27'34" WEST 38.59 FEET; THENCE NORTH
70°26'41" WEST 36.45 FEET; THENCE NORTH 35°07'04" WEST, 118.79 FEET TO
THE SOUTH LINE OF DAYBREAK PARKWAY DRIVE; THENCE NORTH
54°53'01" EAST, 191.29 FEET ALONG SOUTH LINE DAYBREAK PARKWAY
DRIVE; THENCE SOUTH 37°11'45" EAST, 59.02 FEET; THENCE 16.26 FEET
ALONG A 190.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS
SOUTH 34°44'38" EAST 16.26 FEET); THENCE 19.17 FEET ALONG A 210.00 FOOT
REVERSE RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH
34°54'26" EAST, 19.17 FEET); THENCE 93.02 FEET ALONG A 363.75 FOOT
REVERSE RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 30°11'48"
EAST, 92.76 FEET); THENCE SOUTH 54°46'55" WEST, 163.99 FEET TO THE
POINT OF BEGINNING.

CONTAINING APPROXIMATELY 0.7982 ACRES

EXHIBIT C TO CROSS ACCESS AGREEMENT

LEGAL DESCRIPTION OF LOT C-102

THE FOLLOWING PROPERTY LOCATED IN THE COUNTY OF SALT LAKE,
STATE OF UTAH:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET
ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2
WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49
FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3
SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF
BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH
QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24)
AND THENCE RUNNING SOUTH 41°04'31" WEST, 48.86 FEET; THENCE SOUTH
52°30'18" WEST, 117.70 FEET; THENCE NORTH 37°29'42" WEST, 178.31 FEET TO
THE SOUTH LINE OF DAYBREAK PARKWAY DRIVE; THENCE ALONG THE
SOUTH LINE OF DAYBREAK PARKWAY DRIVE THE FOLLOWING THREE
(3)COURSES: 1) 50.02 FEET ALONG A 124.00 FOOT RADIUS CURVE TO THE
LEFT (CHORD BEARS NORTH 38°56'31" EAST, 49.68 FEET); 2) THENCE 50.39
FEET ALONG A 105.00 REVERSE RADIUS CURVE TO THE RIGHT (CHORD
BEARS NORTH 41°08'07" EAST, 49.91 FEET); 3) THENCE NORTH 54°53'01"
EAST, 54.89 FEET; THENCE SOUTH 35°07'04" EAST 118.79 FEET; THENCE
SOUTH 70°26'41" EAST 36.45 FEET; THENCE SOUTH 35°27'34" EAST 38.59 FEET
TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY .681 ACRES

EXHIBIT D TO CROSS ACCESS AGREEMENT

LEGAL DESCRIPTION OF LOT C-103

THE FOLLOWING PROPERTY LOCATED IN THE COUNTY OF SALT LAKE,
STATE OF UTAH:

COMMENCING AT A POINT WHICH IS SOUTH 89°58'42" EAST, 57.84 FEET ALONG THE SOUTH LINE OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, AND NORTH 00°01'18" EAST, 970.49 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 24 TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 89°58'42" EAST, 2677.86 FEET BETWEEN THE SOUTH QUARTER CORNER AND THE SOUTHEAST CORNER OF SAID SECTION 24) AND THENCE RUNNING NORTH 54°46'55" EAST, 163.99 FEET; THENCE NORTHWESTERLY 93.02 FEET ALONG THE ARC OF A 363.75 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 30°11'48" WEST, 92.76 FEET); THENCE 19.17 FEET ALONG THE ARC OF A 210.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS NORTH 34°54'26" WEST, 19.17 FEET); THENCE NORTHWESTERLY 16.26 FEET ALONG A 190.00 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS NORTH 34°44'38" WEST, 16.26 FEET); THENCE NORTH 37°11'45" WEST, 59.02 FEET; THENCE NORTH 54°53'01" EAST, 10.01 FEET; TO THE WEST LINE OF VADANIA DRIVE; THENCE ALONG THE WEST LINE OF VADANIA DRIVE THE FOLLOWING SEVEN (7) COURSES; 1) SOUTH 37°11'45" EAST, 58.65 FEET; 2) THENCE 17.12 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 34°44'38" EAST, 17.11 FEET); 3) THENCE 18.26 FEET ALONG THE ARC OF A 200 FOOT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 34°54'26" EAST, 18.25 FEET); 4) THENCE 121.67 FEET ALONG THE ARC OF A 373.75 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 28°11'46" EAST, 121.13 FEET); 5) THENCE 39.83 FEET ALONG THE ARC OF A 200.00 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 13° 09'55" EAST, 39.76 FEET); 6) THENCE 179.75 FEET ALONG THE ARC OF A 380.50 FOOT RADIUS CURVE TO THE RIGHT (CHORD BEARS SOUTH 06°04'22" WEST, 178.08 FEET); 7) THENCE 411.15 FEET ALONG THE ARC OF A 419.50 RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 08°28'16" EAST, 394.89 FEET); THENCE NORTH 37°37'33" WEST, 421.23 FEET; THENCE NORTH 37°29'42" WEST 113.69 FEET; THENCE NORTH 52°30'18" EAST, 117.70 FEET; THENCE NORTH 41°04'31" EAST, 48.86 FEET TO THE POINT OF BEGINNING.

CONTAINING APPROXIMATELY 1.7717 ACRES