

**AGREEMENT TO CREATE CROSS ACCESS AGREEMENT**

This Agreement is entered into this 2 day of DECEMBER 2010 between UrbanBlue Development, a Utah limited liability company of 250 East 100 South, Salt Lake City 84111 (Property Owner), Utah, and UrbanBlue Development, a Utah limited liability company of 250 East 100 South, Salt Lake City (Same Property Owner).

**RECITALS**

1. As a condition of site plan approval, Property Owner is required to enter into an agreement to create a cross access on its property located at 349 West 700 South in Salt Lake City, County of Salt Lake, State of Utah and legally described as follows:

**Parcel # 15-12-130-002**

COM AT NW COR LOT 6 BLK 12 PLAT A SLC SUR E 78.5 FT S 200 FTE 13.2 FT S 12 FT E 73.3 FT S 118 FT W 10 RDS N 20 RDS TO BEG., 3562-83,8646-1209,1213 8654-4201 8930-5797 9452-4347 9458-2576 9477-2222,2219

to allow for ingress and egress between its property and the adjacent property, also owned by UrbanBlue Development, located at 345 West 700 South in Salt Lake City, County of Salt Lake, State of Utah and legally described as follows:

**Parcel # 15-12-130-027**

BEG E 78.5 FT FR NW COR OF LOT 6, BLK 12, PL A, SLC SUR; E 42.5 FT; S 200 FT; W 42.5 FT; N 200 FT TO BEG. 9458-2576 9477-2222,2219

The purpose of said easement is to allow traffic flow between the properties and onto 700 South Road/Street so as to relieve congestion and to create less traffic hazards.

**AGREEMENT**

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

1. In fulfillment of the requirement imposed as a condition of site plan approval, Property Owner agrees, in the future and upon demand by Salt Lake City, to grant a cross access easement.
2. Property Owner agrees to grant the cross access agreement and to execute all necessary documents to create said cross access easement.
3. The easements to be created shall burden and benefit the parcels. The easements shall run with the land and shall be binding on and shall insure to the benefit of the property owners, their respective heirs, successors or assigns.
4. The easements to be created shall continue until expressly terminated by written

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 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 URBAN BLUE DEV BY: NEH, DEPUTY  
 250 E 100 S - WI 2 P.  
 SLC UT 84111

agreement between the parties, their successors, or their assigns. Any agreement to terminate or modify the easements to be created shall be approved in writing by Salt Lake City.

5. Property Owner agrees to make the necessary improvements to its property to allow the ingress and egress as set forth herein within a reasonable time after the creation of the cross access easements.
6. Property Owner agrees to maintain the easement area that will be located in its property in a reasonable manner and at their sole expense. Said maintenance shall also require snow removal which shall not block the easement.
7. Any violation or breach of this Agreement shall be considered a breach of the site plan, and Salt Lake City shall have the authority to enforce this Agreement in any manner permitted by law.
8. This Agreement to create a cross access agreement shall be recorded with the Salt Lake County Register of Deeds.

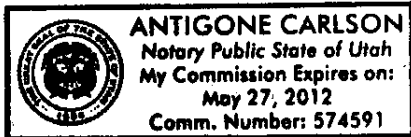
WITNESSED:

Urban Blue Development, LLC

By: [Signature]  
Kevin J. Blalock, Its President

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

On this 2 day of December, 2014 before me, a Notary Public in and for the County of Salt Lake, personally appeared Kevin J. Blalock behalf of Urban Blue, to me known to be the same person who signed and is described in the above instrument and acknowledged the same to be his her free act and deed.



[Signature]  
Antigone Carlson, Notary Public  
Salt Lake County, Utah  
My Commission expires: 05/27/2012