

CROSS EASEMENT

**THIS AGREEMENT** made this 2<sup>nd</sup> day of January, 2008, by 1200 South Development, Inc., a Utah Corporation, with a principal place of business located at P. O. Box 2040, Park City, UT 84060; hereinafter referred to as OWNER;

**WITNESSETH:**

That for and in consideration of ONE and 00/100 (\$1.00) DOLLAR, and other good and valuable consideration, the receipt of which is hereby acknowledged, the OWNER hereby agree as follows:

That OWNER hereby grants to lots 1-8, Heber Gateway Plaza, their successors and assigns, guests and invitees and to any Owner's Association that may be formed, a perpetual easement and right-of-way for ingress and egress of vehicular and/or foot traffic over the lot OWNER has acquired in Heber Gateway Plaza for the benefit of the remaining lot owner's/ Owner's Association in Heber Gateway Plaza, with said lots and shared ingress and egress from the main thoroughfare more particularly described in Schedule "A", attached hereto and made a part hereof, lying and being in Heber City, County of Wasatch and State of Utah.

That in addition to the foregoing, OWNER hereby grants to each lot(s) owner(s) immediately adjacent (and to any Owner's Association that may be formed) to his/her/its lot, a 28' perpetual easement and right of way to ensure ingress and egress of vehicular

and/or foot traffic and proper flow of vehicular and pedestrian traffic to/from adjacent lots to/from the lot OWNER acquired in Heber Gateway Plaza.

That OWNER agrees, as a condition of purchase, to solely assume, without contribution from the adjacent lot owner or any Owner's Association that may be formed, the cost of construction (constructed in a manner to be approved by the design committee consistent with the CC&R's), maintenance and repair of aforesaid 28' perpetual easement located on OWNER'S lot. OWNER further agrees that any site plan submitted for improvement must include plans for aforesaid 28' improved perpetual easement.

That OWNER agrees that the precise location of aforesaid perpetual easement from adjacent lots to his/her/it lots will be determined by seniority of site plan approval. Specifically, if OWNER has his/her/its site plan approved prior to the adjacent lots owners' site plans, then OWNER shall be given preference in determining where the perpetual easement to/from adjacent lots shall be located. Aforesaid preference shall be subject to approval/disapproval of the Architectural Committee/Design Committee and/or Heber City, shall have unreviewable final decision making authority in determining location of aforesaid perpetual easement.

That OWNER hereby grant to owners of lots 1-8, Heber Gateway Plaza, their successors and assigns, guests and invitees, and to any Owner's Association that may be formed a perpetual easement and right-of-way for gas, electric, cable TV, telephone, water mains and lines, and any and all utilities under, through and over the lot OWNER has acquired

in the Heber Gateway Plaza for the benefit of the remaining lots in Heber Gateway Plaza with said lots more particularly described in Schedule "A" attached hereto and made a part hereof, lying and being in Heber City, County of Wasatch and State of Utah.

That OWNER, their successors and assigns, guests and invitees, take the premises subject to the above described easement and right-of-way and rights of others along said right-of-way.

That this grant and easement shall, at all times, be deemed to be a continuing easement running with the land and shall be binding upon the heirs, successors and/or assigns of the parties herein.

It shall be the obligation of the then OWNER of lots 1-8, their heirs, successors and/or assigns, to repair and/or maintain aforesaid said easement area by and through mandatory membership in an Owners' Association.

That OWNER, their successors and assigns, take the premises subject to a requirement of mandatory membership in aforesaid Owners' Association.

That OWNER, their successors and assigns, take the premises subject to an irrevocable and non transferable obligation for each lot owner to pay a share of said maintenance

and repair cost for community property, the specific share to be determined by the Owners' Association and/or Master Deed Restrictions and/or Covenants Conditions and Restrictions. In addition, the lot owners, their heirs, successors and/or assigns shall be responsible for the clearing of snow and maintenance of the easement and right-of-way, including but not limited to the maintenance of grass, trees and bushes, if any. The portion of each owner's responsibility to be determined by the Owners' Association and/or Master Deed Restrictions and/or Covenants Conditions and Restrictions.

IN WITNESS WHEREOF, the parties hereto have caused their hands to be hereunto fixed, and these presents to be signed as of the day and year first above written.

DATED this 2 day of JAN., <sup>2008</sup>~~2007~~

Signed: Fred Grambow

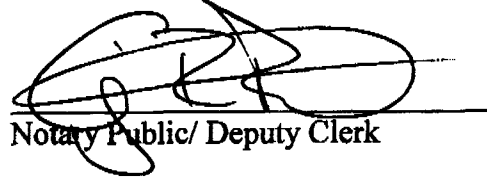
Printed Name: Fred GRAMBOW

Initials:  
OWNER: FH  
Notary: CR  
Page 4 of 5

STATE OF Utah )  
 :SS  
COUNTY OF Summit)

Fred Grambau, Authorized Signing Officer of 1200 South Development, Inc., appeared before me on the 2<sup>nd</sup> day of January, 2008 with satisfactory evidence to prove to me their identity. Fred Grambau, Authorized Signing Officer, then signed this document in my presence and affirmed that they had read this document and understood its contents and that the contents were true to the best of their knowledge.

DATED this 2<sup>nd</sup> day of January, 2008.

  
Notary Public/ Deputy Clerk



## Exhibit "A"

## HEBER GATEWAY PLAZA SUBDIVISION DESCRIPTION (12/05/2007)

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF 1200 SOUTH STREET, AS PER DEDICATION PLAT RECORDED NOVEMBER 8, 1999 AS ENTRY NO. 219319 IN BOOK 443 ON PAGES 107-116 OF THE OFFICIAL RECORD, SAID POINT BEING SOUTH 89°58'07" EAST ALONG THE SECTION LINE 770.97 FEET AND SOUTH 00°11'24" WEST 20.67 FEET FROM A FOUND WASATCH COUNTY BRASS CAP MONUMENT MARKING THE NORTHWEST CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE EASTERLY ALONG SAID SOUTHERLY LINE THE FOLLOWING (8) COURSES: (1) NORTH 89°54'05" EAST 376.40 FEET TO A POINT OF CURVATURE, (2) SOUTHEASTERLY ALONG THE ARC OF A 4958.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°33'42" A DISTANCE OF 135.14 FEET (CHORD BEARS SOUTH 89°19'04" EAST 135.14 FEET) TO A POINT OF COMPOUND CURVATURE, (3) SOUTHEASTERLY ALONG THE ARC OF 15.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88°32'01" A DISTANCE OF 23.18 FEET (CHORD BEARS SOUTH 44°15'53" EAST 20.94 FEET), (4) SOUTH 00°00'27" WEST 3.03 FEET, (5) SOUTH 89°59'33" EAST 60.00 FEET TO A POINT ON THE ARC OF A 15.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 89°59'30" EAST), (6) NORTHEASTERLY ALONG THE ARC OF SAID 15.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 92°49'37" A DISTANCE OF 24.30 FEET (CHORD BEARS NORTH 46°25'18" EAST 21.73 FEET), (7) SOUTH 87°09'52" EAST 295.07 FEET TO A POINT OF CURVATURE, (8) SOUTHEASTERLY ALONG THE ARC OF A 5042.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 02°07'51" A DISTANCE OF 187.51 FEET (CHORD BEARS SOUTH 88°13'47" EAST 187.50 FEET); THENCE SOUTH 00°19'57" EAST 395.90 FEET; THENCE NORTH 89°55'29" WEST 337.40 FEET; THENCE NORTH 02°46'10" WEST 16.50 FEET; THENCE SOUTH 89°34'09" WEST 757.56 FEET TO A POINT ALONG THE EASTERLY LINE OF STATE HIGHWAY 40; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING (2) COURSES: (1) NORTH 21°26'10" WEST 26.32 FEET, (2) NORTH 37°54'57" WEST 238.80 FEET; THENCE NORTH 52°44'00" EAST 208.04 FEET; THENCE NORTH 00°11'24" EAST 70.20 FEET TO THE POINT OF BEGINNING.

Tax Serial Nos. OWC-1667-1, OWC-1673 and OWC-1674

**EXHIBIT A (CONTINUED)**

LOTS 1 THROUGH 8, INCLUSIVE, HEBER GATEWAY PLAZA, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

(Tax Serial No's: 0QP-0001, 0QP-0002, 0QP-0003, 0QP-0004, 0QP-0005, 0QP-0006, 0QP-0007, 0QP-0008)