

When recorded return to:

Boyer Heber City, L.C.
c/o The Boyer Company, L.C.
90 South 400 East, Suite 200
Salt Lake City, Utah 84101

Ent 355119 Bk 1006 Pg 809-814
Date: 14-DEC-2009 4:11PM
Fee: \$22.00 Check Filed By: JP
ELIZABETH PALMIER, Recorder
WASATCH COUNTY CORPORATION
For: THE DRH COMPANY

CROSS ACCESS EASEMENT AGREEMENT

[Lots 3 and 12]

LOT 12 TWELVE VALLEY STATION 1 SUBDIVISION / LOT 3 THREE VALLEY STATION 2

THIS CROSS ACCESS EASEMENT AGREEMENT ("Agreement") is made as of the 10 day of December, 2009, by BOYER HEBER CITY, L.C., a Utah limited liability company ("Boyer Heber City"), and BOYER HEBER LAND, L.C., a Utah limited liability company ("Boyer Heber Land").

WHEREAS, Boyer Heber Land owns Lot 3 of Valley Station 2 Subdivision according to the official plat thereof recorded as Entry No. _____ in the Official Records of Wasatch County, Utah (the "**Boyer Heber Land Parcel**"); and

WHEREAS, Boyer Heber City owns Lot 12 of Valley Station Subdivision according to the official plat thereof recorded as Entry No. _____ in the Official Records of Wasatch County, Utah (the "**Boyer Heber City Parcel**"). The Boyer Heber Land Parcel and the Boyer Heber City Parcel are collectively referred to herein as the "**Parcels**"; and

WHEREAS, Boyer Heber Land and Boyer Heber City desire to establish easements over and across their respective parcel to provide for vehicular and pedestrian access, ingress and egress,

NOW, THEREFORE, in consideration of the following encumbrances which shall be binding upon, attach to and run with the Parcels, and be for the benefit of and have limitations upon all future owners and tenants of the Parcels, the parties hereby agree as follows:

1. Creation of Cross Access Easements.

(a) Boyer Heber Land hereby grants Boyer Heber City a non-exclusive easement over and across the Boyer Heber Land Parcel in the location shown on attached Exhibit "A" (the "**Boyer Heber Land Easement**") for vehicular and pedestrian access, ingress and egress between the Parcels.

(b) Boyer Heber City hereby grants Boyer Heber Land a non-exclusive easement over and across the Boyer Heber City Parcel in the location shown on attached Exhibit "A" (the "**Boyer Heber City Easement**") for vehicular and pedestrian access, ingress and egress between the Parcels. The Boyer Heber Land Easement and the Boyer Heber City Easement are collectively referred to herein as the "**Easement Areas**".

(c) The easements established herein shall burden the Parcels and benefit the respective Parcel owners and their heirs, successors and assigns. The Parcel owners shall have the right from time to time to move the exact location of the Easement Area on their Parcel provided that any such move does not materially and detrimentally affect access to the other Parcel.

(d) The easements established herein do not preclude the owners of the respective Parcels from placing raised landscaping, curbs, parking bumpers or raised sidewalks on the owner's Parcel so long as reasonable vehicular and pedestrian access over and across the Easement Areas is maintained.

(c) The owners of the respective Parcels shall pay each pay one-half of the costs of maintaining and repairing the Easement Areas.

(d) The owners of the respective Parcels shall have the right at any time to move the Easement Areas provided they have first obtained an easement from Heber City and/or Wasatch County (as applicable) to cross over the Flood Control Channel shown on attached Exhibit "A".

2. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties that this Agreement be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Easement Areas, or any portion thereof (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the Parcel owners. Notwithstanding any other provisions herein to the contrary, the owners of the Parcels may periodically restrict ingress and egress from the Easement Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the parties.

3. Indemnification. The owner of each Parcel shall indemnify, defend and hold the owner of the other Parcel harmless from and against any claims, liability, damages or costs ("**Claims**") arising out of or relating to the use of the Easement Area by the other Parcel owner and its invitees, guests or customers unless and to the extent that such Claims are the result of the negligence of the owner of the Parcel on which the Claim occurred.

4. Miscellaneous.

(a) Covenants Running with the Land. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the Parcel owners and their respective successors and assigns, and shall be "covenants running with the land".

(b) Duration. Unless earlier terminated by the parties, the easements, rights and privileges created hereby shall continue for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods thereafter unless both Parcel owners shall execute and record a statement terminating such restrictive covenant within sixty (60) days of the expiration of such original period or any ten (10) year renewal thereof.

(c) No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction herein contained shall not be deemed to be a waiver or abandonment of any such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

(d) Severability. If any one or more of the provisions of this Agreement or the applicability of any such provision to a specific situation shall be held invalid or unenforceable by a court of competent jurisdiction, the validity and enforceability of all the provisions of this Agreement and all other applications of such provisions shall not be affected thereby.

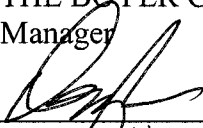
(e) Governing Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

(f) Successors. This Agreement shall be binding upon the heirs, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

BOYER HEBER CITY, L.C.,
a Utah limited liability company

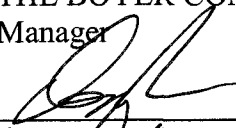
By: THE BOYER COMPANY, L.C.
Its: Manager



By: Dan Olsen
Its: Manager

BOYER HEBER LAND, L.C.
a Utah limited liability company

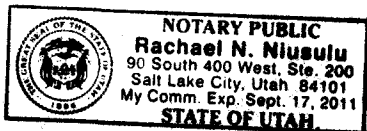
By: THE BOYER COMPANY
Its: Manager

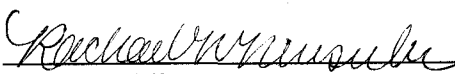


By: Dan Olsen
Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On the 10th day of December 2009, personally appeared before me Dan Olsen, who duly acknowledged to me that he executed the foregoing document as manager of THE BOYER COMPANY, L.C., the manager of BOYER HEBER CITY, L.C.

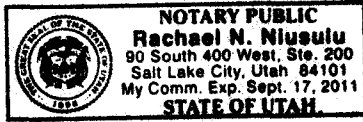




Notary Public

STATE OF UTAH
COUNTY OF SALT LAKE

On the 10th day of December 2009, personally appeared before me Erwin Glenn, who duly acknowledged to me that he executed the foregoing document as manager of THE BOYER COMPANY, L.C., the manager of BOYER HEBER land, L.C.



Rachael N. Niusulu
Notary Public

EXHIBIT "A"
Depiction of Easement Areas

Exhibit A

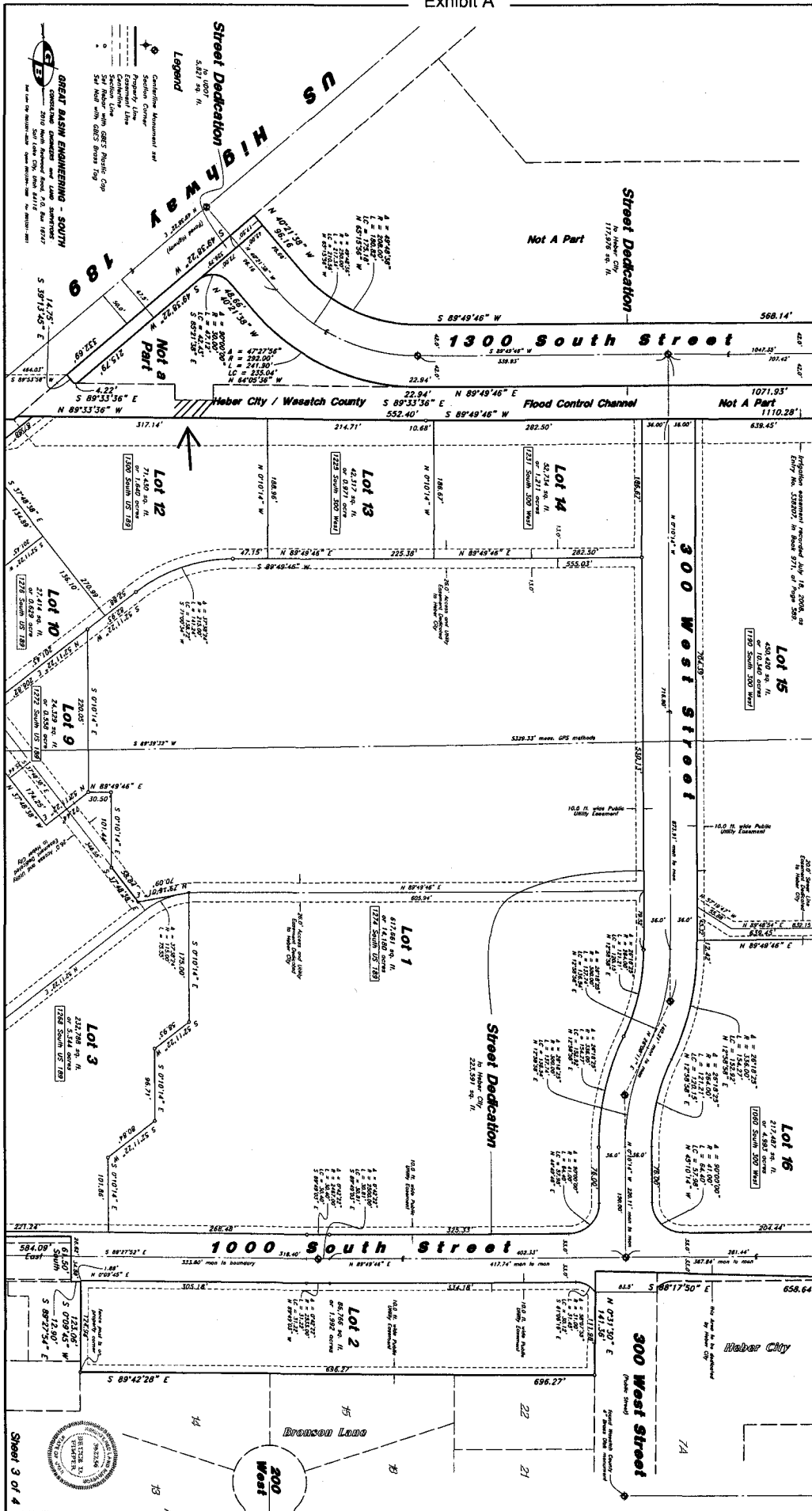
Notes

- 1 - Heber City and its residents, the owners, tenants, and occupants of the property are hereby notified that the proposed subdivision is subject to the approval of the Heber City Council and the Utah State Office of Public Safety.
- 2 - The subdivision is subject to the approval of the Heber City Council and the Utah State Office of Public Safety.
- 3 - Access to the property from Highway 63 is provided by right-of-way easement recorded as Survey 2, 2008 on City 7, No. 00222088. No Block 170 of Range 630.
- 4 - Lots and easements of adjacent property and all in said subdivision are shown as they appear on the ground. The subdivision is subject to the approval of the Heber City Council and the Utah State Office of Public Safety.

Valley Station

Subdivision

Being a part of the Southwest Quarter of Section 5, the Southeast Quarter of Section 6, and the Northeast Quarter of Section 7, Township 4 South Range 5 East, Salt Lake Base and Meridian, U.S. Survey Heber City, Wasatch County, Utah
July 2008



GREAT BASIN ENGINEERING - SOUTHY
 CONSULTING ENGINEERS and LAND SURVEYORS
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