

America First Federal Credit Union
4646 South 1500 West
Riverdale, UT 84405
Attn: Operations Services Manager

ENT 8617:2014 PG 1 of 8
Jeffery Smith
Utah County Recorder
2014 Feb 07 11:25 AM FEE 28.00 BY SS
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

CROSS EASEMENT AND MAINTENANCE AGREEMENT

This CROSS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made and entered into this 6th day of February, 2014, by and between America First Federal Credit Union, ("Credit Union"), and Summer Village Commercial PUD, ("Summer Village").

RECITALS

WHEREAS, the Credit Union is the owner of real property at approximately 10946 West Highway 73, Saratoga Springs, Utah;

WHEREAS, Summer Village is the owner of real property contiguous to the Credit Union Property on the East;

WHEREAS, the Parties to this Agreement desire to create and grant certain easements upon and across portions of their respective property;

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by this reference, is the legal description of the cross access easement (the "Cross Easement") upon and across the Credit Union Property and the Summer Village Property; and

WHEREAS, attached hereto as Exhibit "B" and incorporate herein by this reference, is a plat where the Cross Easement described by Exhibit "A" is depicted.

NOW, THEREFORE, the parties enter into the following Agreement:

1. **Ingress and Egress**: All Parties to this Agreement and their members, invitees, guests, assigns and customers may use the Cross Easement described on Exhibit "A" and platted on Exhibit "B" as access for ingress and egress to each Party's property. The Cross Easement shall inure to the benefit of the heirs, assigns, and successors of the Parties and shall run with the Credit Union Property and the Summer Village Property.

2. **No Obstruction**: It is the parties intent that the approach never be obstructed; however, there may be limited times when the parties need to obstruct the access. Therefore, neither party shall obstruct the approach without the written consent of the other party unless it is an emergency. If it is an emergency, the parties shall complete their repair within a reasonable time and only block off that portion of the approach that is necessary to complete the repair.

3. **Indemnity**: Each Party shall indemnify, defend and hold each other, its successors, assigns, and agents harmless from any and all claims, liability, losses, costs, charges, or expenses which may be incurred as a result of any act or omission of the indemnifying Party in its use of the easement or any other obligations under this Agreement. If any action, claim or demand is made against the indemnifying Party for any act or omission of the indemnifying Party, the indemnifying Party agrees to assume the expense and shall pay all costs, charges,

attorney fees, settlements, judgment or other expenses incurred by or obtained against the indemnified Party.

4. Binding Effect: All of the easements, covenants, conditions and declarations contained herein, including the benefits and burdens, shall run with the land and shall benefit and bind the heirs, successors and assigns of the parties, and all current and future owners of the benefited and burdened parcels.

5. No Public Dedication: The Cross Easement established, granted and conveyed is for the use and benefit of the Credit Union and Summer Village, and their respective tenants, licensees, guests and invitees and is not intended to confer any benefit or right upon the general public.

6. Duration: This easement and maintenance Agreement runs in perpetuity and may only be canceled in writing signed by all the Parties.

7. Modification: This Agreement shall not be modified unless expressly agreed to in writing by each of the Parties.

8. Merger: All oral negotiations are merged into this Agreement and it becomes the final Agreement between the parties.

9. Attorney Fees: If either party breaches this Agreement, they shall pay the other party's attorney fees and costs, whether or not suit is filed.

10. Representations and Warranties: Each party represents and warrants that they are the owners of the property represented herein and can enter into this Agreement. The undersigned warrant that they are authorized to sign this Agreement on behalf of the Party

11. Insurance: Each party shall maintain adequate property liability insurance, which is in the exclusive discretion of each party.

12. Place of Notice:

America First Federal Credit Union
Attn: Jil Morby
1344 West 4675 South
Riverdale, Utah

With a copy to:
Van Cott, Bagley, Cornwall & McCarthy, P.C.
Attn: Timothy Blackburn
372 24th Street, Suite 400
Ogden, UT 84401

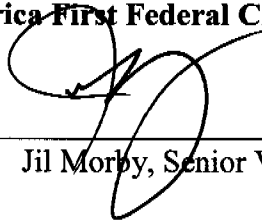
Summer Village Commercial PUD
Attn: Ut Nguyen
1850 West 3500 South, Salt Lake City, 84119
801-859-9102
Email: unguyen84118@yahoo.com

13. Improvements: At the time of construction commencement, the Credit Union shall clear all the existing vegetation and trees along the west side of the Summer Village Property. Credit Union agrees to routinely clean up all construction debris on the Credit Union Property as well as the Summer Village Property that the Credit Union or its agents leave on the Credit Union or Summer Village Property. At no time during construction shall the proposed shared access way be used. Said access shall be blocked off until Credit Union receives an occupancy permit from Saratoga Springs or the day that the Credit Union opens for business whichever is earlier. Additionally, the Credit Union shall install the landscape on both the Credit Union and Summer Village shared property line as shown in the building plans that have been submitted to the city. Credit Union shall install stop signs at the locations shown in Exhibit "B".

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

(Signature Line to Follow)

America First Federal Credit Union

By:  _____
Jil Morby, Senior Vice President

Summer Village Commercial PUD

By: [Signature] 2/6/14
President.

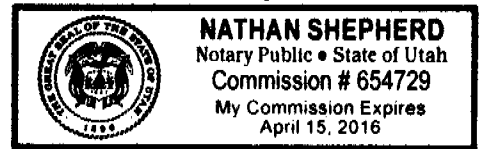
ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF WEBER)

On this 6th day of February, 2014, personally appeared before me, Jil Morby, Senior Vice President of **America First Federal Credit Union**, the signor of the within instrument who duly acknowledged before me that she executed the same.

[Signature]

Notary Public



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

On this 6 day of February, 2014, before me personally appeared a representative of Summer Village, who duly acknowledged that he executed the foregoing document and acknowledged that he had authority to ask the witness a question.

[Signature]

Notary Public

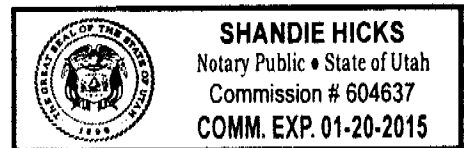


Exhibit A**Access Easement
Summer Village Commercial PUD**

A part of the Summer Village Commercial Planned Unit Development, Plat "A" located within the Northeast Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, Saratoga Springs City, Utah County, Utah:

Beginning at a point on the East Line of Lot 5 of the Saratoga Town Center Subdivision located 131.76 feet South 0°57'23" West along said East Line from the Northeast Corner thereof; located 1326.50 feet North 89°51'52" East along the Section Line; and 1181.96 feet South 0°57'23" West from the North Quarter Corner of said Section 14; and running thence North 89°18'59" East 86.07 feet; thence South 78°11'01" East 34.65 feet; thence North 89°18'59" East 101.32 feet; thence South 0°44'03" East 46.63 feet; thence South 15°44'03" East 50.23 feet; thence South 0°44'03" East 44.58 feet to the North Line of State Road 73 as it exists; thence South 89°18'59" West 38.00 feet along said North Line; thence North 0°44'03" West 114.71 feet; thence South 89°18'59" West 79.08 feet; thence North 78°11'01" West 34.65 feet; thence South 89°18'59" West 84.05 feet to the East Line of said Lot 5, said point being 122.59 feet North 0°57'23" East from the Southeast Corner of said Lot 5; thence North 0°57'23" East 25.01 feet along said East Line to the point of beginning.

Contains: 9,323 sq. ft.

**Access Easement
America First Federal Credit Union**

A part of Lot 5, Saratoga Town Center Subdivision located within the Northeast Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, Saratoga Springs City, Utah County, Utah:

Beginning at a point on the East Line of said Lot 5 located 131.76 feet South 0°57'23" West along said East Line from the Northeast Corner thereof; located 1326.50 feet North 89°51'52" East along the Section Line; and 1181.96 feet South 0°57'23" West from the North Quarter Corner of said Section 14; and running thence South 0°57'23" West 25.01 feet along said East Line to a point 122.59 feet North 0°57'23" East from the Southeast Corner thereof; thence South 89°18'59" West 1.82 feet to a point of curvature; thence Southwesterly along the arc of a 30.00 foot radius curve to the left a distance of 46.47 feet (Central Angle equals 88°45'16" and Long Chord bears South 44°56'21" West 41.96 feet) to a point of tangency; thence South 0°33'43" West 44.66 feet; thence North 89°26'17" West 245.00 feet to the East Line of Commerce Drive as it exists at 34.00 foot half-width to a point 51.93 feet North 0°33'43" East from the Southwest corner of said Lot 5; thence North 0°33'43" East 25.00 feet

along said East line; thence South $89^{\circ}26'17''$ East 230.00 feet; thence North $0^{\circ}33'43''$ East 138.48 feet; thence North $59^{\circ}26'17''$ West 52.56 feet to a point of curvature; thence Northwesterly along the arc of a 84.50 foot radius curve to the left a distance of 44.24 feet (Central Angle equals $30^{\circ}00'00''$ and Long Chord bears North $74^{\circ}26'17''$ West 43.74 feet) to a point of tangency; thence North $89^{\circ}26'17''$ West 142.23 feet to the East line of said Commerce Drive; thence North $0^{\circ}33'43''$ East 27.29 feet along said East Line to a point 3.10 feet South $0^{\circ}33'43''$ West from the Northwest corner of said Lot 5; thence South $89^{\circ}26'17''$ East 24.79 feet to a point of curvature; thence Southeasterly along the arc of a 49.50 foot radius curve to the right a distance of 24.80 feet (Central Angle equals $28^{\circ}42'03''$ and Long Chord bears South $75^{\circ}05'15''$ East 24.54 feet) to a point of reverse curvature; thence Southeasterly along the arc of a 50.50 foot radius curve to the left a distance of 25.30 feet (Central Angle equals $28^{\circ}42'03''$ and Long Chord bears South $75^{\circ}05'15''$ East 25.03 feet) to a point of tangency; thence South $89^{\circ}26'17''$ East 69.42 feet to a point of curvature; thence Southeasterly along the arc of a 99.50 foot radius curve to the right a distance of 52.10 feet (Central Angle equals $30^{\circ}00'00''$ and Long Chord bears South $74^{\circ}26'17''$ East 51.51 feet) to a point of tangency; thence South $59^{\circ}26'17''$ East 61.22 feet; thence South $0^{\circ}33'43''$ West 42.46 feet to a point of curvature; thence Southeasterly along the arc of a 30.00 foot radius curve to the left a distance of 47.78 feet (Central Angle equals $91^{\circ}14'44''$ and Long Chord bears South $45^{\circ}03'39''$ East 42.88 feet) to a point of tangency; thence North $89^{\circ}18'59''$ East 0.68 feet to the East Line of said Lot 5 and the point of beginning.

Contains: 13,743 sq. ft.

EXHIBIT "B"

