

Easements Page 1 of 7
Russell Shirts Washington County Recorder
03/18/2020 02:32:51 PM Fee \$40.00 By
SUTHERLAND TITLE COMPANY

WHEN RECORDED RETURN TO:

Red Cliffs Square, LC
920 East Woodoak Lane #200
Salt Lake City, Utah 84117

SG-5-2-22-4412
SG-5-2-22-4419

**CROSS ACCESS, MAINTENANCE AND
EASEMENT AGREEMENT**

THIS CROSS ACCESS, MAINTENANCE AND EASEMENT AGREEMENT ("Agreement") is made and executed effective the 18th day of March, 2020, by RED CLIFFS SQUARE, LC, a Utah limited liability company, (successor in interest to Irvine Investment Company, L.C.), SRE ASL SG PROPCO, LLC, a Delaware limited liability company, and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation ("MACU").

WHEREAS:

- A. The parties to this Agreement consist of the owners of real property described on Exhibit "A" located in St. George, Utah and commonly known as the Red Cliffs Square Shopping Center ("Shopping Center").
- B. The Shopping Center was originally developed by one owner and was subject to that certain original Declaration of Covenants, Conditions and Restrictions, and Grant of Easements, recorded February 6, 2006, as Entry No. 2006001691 (as amended), in the official records of the Washington County Recorder (the "Declaration").
- C. A portion of the Shopping Center has been acquired by MACU ("MACU Property").
- D. Pursuant to an amendment to the Declaration, the MACU Property is no longer subject to the Declaration (as amended).
- E. Nevertheless, the parties to this Agreement wish to document certain matters related to ownership of the Shopping Center.

NOW, THEREFORE, for the foregoing purposes and in consideration for which this Amendment is now a part, the parties hereby agree as follows:

1. **Mutual Access Easement.** The parties to this Agreement grant to each other a mutual cross-access easement over and across the Red Cliffs Shopping Center property for purposes of ingress and egress through the portions of the Shopping Center not improved with buildings, etc. This cross-access agreement is intended to allow owners, tenants, invitees, and customers of the Shopping Center the right to access all points of the Shopping Center (other than such improved portions and applicable parking places).

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The individual owners of property within the Shopping Center reserve the right to alter traffic patterns and parking spaces of their respective property as long as a reasonable alternate access is reserved to accomplish the intent of this paragraph. Further, the individual owners of property within the Shopping Center agree that access over and across the Shopping Center property will not be blocked, barricaded, nor denied (except for temporary, necessary repairs to Shopping Center property within the confines of each individual property owner's land).

2. **Maintenance of Common Access Drives.** The Red Cliffs Shopping Center is accessed by three common drives for traffic into and out of the Shopping Center. Such common drives are noted on the attached Exhibit 'B', consisting of one access drive from Red Cliffs Drive, one access drive from 2720 East Street, and one access drive from 850 North Street. In the event that such common access drives to the Shopping Center (as depicted on the attached Exhibit 'B') need repair or maintenance, future expenses in that regard will be shared as follows: 46% to the owner of the Red Cliffs Square, LC property; 26% to the owner of the MACU property, and 28% to the owner of the SRE ASL SG PROPCO, LLV property. The Declarant under the Declaration (or its successor) shall have primary responsibility of oversight for any necessary repair or maintenance of such common drives, using good faith efforts to maintain such common access drives in standard and reasonable repair and condition of a first class Shopping Center in the St. George area. Such primary responsibility shall not prevent each individual owner from exercising a private remedy to make necessary repairs or maintenance efforts if Declarant (or its successor) fails to adequately repair or maintain such common access drives.
3. **Maintenance of Underground Storm Water Drainage System.** The Red Cliffs Square Shopping Center is serviced by an underground storm water drainage system installed in connection with initial development of the Shopping Center. Such system is below some of the land in the Shopping Center and benefits the entire Shopping Center. In the event that such storm drain system needs repair or maintenance, future expenses in that regard will be shared between owners of property in the Shopping Center based upon the same percentages as indicated above in Section 2. The Declarant under the Declaration (or its successor) shall have primary responsibility of oversight for any necessary repair or maintenance needed to such storm water drain system, using good faith efforts to maintain such system in good and operable condition. Such primary responsibility shall not prevent each individual owner from exercising a private remedy to make necessary repairs or maintenance efforts if Declarant (or its successor) fails to adequately repair or maintain such storm drain system. Owners of property within the Shopping Center agree that they will not take any action that will compromise the use and function of the storm water drainage system servicing the Shopping Center.
4. **Easement for Existing Pylon Signage and Light Poles.** An existing lighted pylon sign is currently located on the southeast corner of the MACU property, which pylon sign services businesses operating in the Shopping Center other than MACU. In addition, two existing light poles are erected and operating along the west boundary of the MACU property and on the east boundary of property currently owned by Red Cliffs Square LC. Such existing light poles also service businesses other than that of MACU. MACU grants to Red Cliffs Square, LC, (its successors and assigns) an easement to maintain, service, repair and operate the pylon sign and light poles, subject to the obligation of Red Cliffs Square, LC to pay any and all costs incurred for electrical power, maintenance and repair responsibilities, and all operation costs thereof. Red

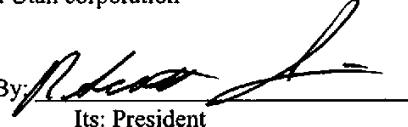
Cliffs Square, LC (or its successor owners) agrees to maintain such pylon sign and power poles in good operation and condition and is responsible to MACU (or its successors) for any damage caused, if any, by such signage or use thereof.

AND, THEREFORE, the remaining Shopping Center and the land which continues to be subject to the Declaration, as amended, shall be held, sold and conveyed subject to the Declaration, together with any amendment, as outlined above, which shall run with the lands and be binding on all parties having any right, title or interest in the lands or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner thereof. Except to the extent herein amended and/or modified herein, all other terms and conditions of said original Declaration and any amendment thereto shall remain in full force and effect.

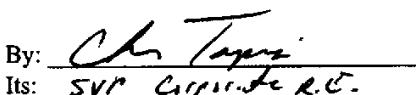
The Parties agree that this Agreement and/or any change to shared access with all lots and shared storm water system maintenance cannot be altered or amended without the express written consent of the City of St. George.

IN WITNESS WHEREOF the undersigned have hereunto set their hand on the day, month and year first stated above.

RED CLIFFS SQUARE, LC
a Utah limited liability company
By its Manager Irvine Construction and Realty
a Utah corporation

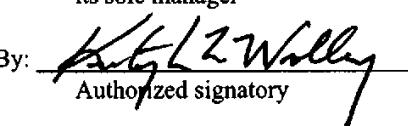
By: 
Its: President

MOUNTAIN AMERICA
FEDERAL CREDIT UNION
a Utah non-profit corporation

By: 
Its: SVP Corporate C.U.

SRE ASL SG PROPCO, LLC
a Delaware limited liability company
By: SRE ASL Propco JV, LLC,
a Delaware limited liability company,
its sole member

By: ASL SRE Sponsor, LLC,
an Arizona limited liability company,
its sole manager

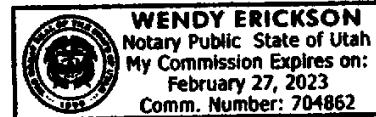
By: 
Authorized signatory

ACKNOWLEDGEMENTS

STATE OF UTAH)
:ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21st day of February, 2020, by R. Scott Irvine, who being duly sworn did say that he is the President of Irvine Construction and REALTY, a Utah corporation, Managing Member of Red Cliffs Square, LC, a Utah limited liability company, and that the within and foregoing instrument was signed in behalf of said Red Cliffs Square, LC by authority granted in its Operating Agreement and that the said R. Scott Irvine duly acknowledged to me that he executed the same.

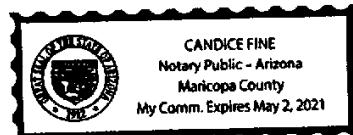
Wendy Erickson
Notary Public



STATE OF Arizona)
:ss.
COUNTY OF Maricopa)

The foregoing instrument was acknowledged before me this 19 day of February, 2020, by Kris Woolley, who being duly sworn did say that he/she is the authorized signatory of ASL SRE Sponsor, LLC, an Arizona limited liability company, as sole Manager of SRE ASL Propco JV, LLC, a Delaware limited liability company, the sole Member of SRE ASL SG PROPCO, LLC, a Delaware limited liability company, and that the within and foregoing instrument was signed in the capacity indicated above and that the said Kris Woolley duly acknowledged to me that he/she executed the same.

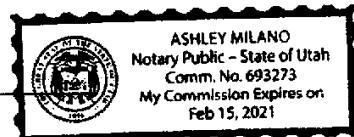
Candice Fine
Notary Public



STATE OF UTAH)
:ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 12 day of February, 2020, by Chris Tapia, who being duly sworn did say that he/she is the authorized signatory of Mountain America Federal Credit Union, a Utah non-profit corporation, and that the within and foregoing instrument was signed in the capacity indicated above and that the said Chris Tapia duly acknowledged to me that he/she executed the same.

Ashley Milano
Notary Public





Bush and Gudgell, Inc.
Engineers • Planners • Surveyors
St. George, Utah
www.bushandgudgell.com

EXHIBIT "A"
Legal Description

BEGINNING AT A POINT THAT LIES SOUTH 89°03'43" EAST 424.91 FEET AND SOUTH 00°56'17" WEST 165.90 FEET, FROM THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 42 SOUTH, RANGE 15 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF RED CLIFFS DRIVE AS SHOWN ON THE EAST ST. GEORGE COMMERCIAL CENTER SUBDIVISION, OFFICIAL RECORDS WASHINGTON COUNTY, UTAH, AND RUNNING THENCE ALONG SAID LINE THE FOLLOWING FOUR (4) COURSES; 1) NORTH 54°39'25" EAST 162.67 FEET, 2) NORTHEASTERLY ALONG A 1400.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS NORTH 58°01'51" EAST A DISTANCE OF 164.78 FEET), CENTER POINT LIES SOUTH 35°20'35" EAST THROUGH A CENTRAL ANGLE OF 06°44'52", A DISTANCE OF 164.88 FEET, 3) NORTH 61°24'17" EAST 162.88 FEET 4) EASTERLY ALONG A 30.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 71°55'20" EAST A DISTANCE OF 43.65 FEET), CENTER POINT LIES SOUTH 28°35'43" EAST THROUGH A CENTRAL ANGLE OF 93°20'45", A DISTANCE OF 48.88 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF 2720 EAST STREET, SAID EAST ST. GEORGE COMMERCIAL CENTER SUBDIVISION; THENCE ALONG SAID LINE THE FOLLOWING THREE (3) COURSES; 1) SOUTH 25°14'58" EAST 162.71 FEET, 2) SOUTHERLY ALONG A 997.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 12°16'34" EAST A DISTANCE OF 447.65 FEET), CENTER POINT LIES SOUTH 64°45'02" WEST THROUGH A CENTRAL ANGLE OF 25°56'48", A DISTANCE OF 451.50 FEET, 3) SOUTH 00°41'50" WEST 339.62 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 850 NORTH STREET AS SHOWN ON 850 NORTH RIGHT OF WAY DEDICATION PLAT DOCUMENT NUMBER 20070053438, OFFICIAL RECORDS WASHINGTON COUNTY, UTAH; THENCE ALONG SAID LINE THE FOLLOWING TWO (2) COURSES; 1) SOUTHWESTERLY ALONG A 18.00 FOOT RADIUS CURVE TO THE RIGHT, (LONG CHORD BEARS SOUTH 45°45'52" WEST A DISTANCE OF 25.49 FEET), CENTER POINT LIES NORTH 89°18'10" WEST THROUGH A CENTRAL ANGLE OF 90°08'05", A DISTANCE OF 28.32 FEET, 2) NORTH 89°10'05" WEST 141.28 FEET TO A POINT ON THE EAST LINE OF A PARCEL OF LAND BETTER DESCRIBED IN DOCUMENT NUMBER 20110007830, OFFICIAL RECORDS WASHINGTON COUNTY, UTAH; THENCE ALONG SAID PARCEL THE FOLLOWING FIVE (5) COURSES; 1) NORTH 279.10 FEET, 2) NORTHERLY ALONG A 223.50 FOOT RADIUS CURVE TO THE LEFT, (LONG CHORD BEARS NORTH 15°44'29" WEST A DISTANCE OF 121.27 FEET), CENTER POINT LIES NORTH 90°00'00" WEST THROUGH A CENTRAL ANGLE OF 31°28'58", A DISTANCE OF 122.81 FEET, 3) NORTH 31°28'58" WEST 21.53 FEET, 4) SOUTH 58°11'48" WEST 234.78 FEET, 5) NORTH 30°54'31" WEST 25.96 FEET; THENCE NORTH 59°05'29" EAST 12.99 FEET; THENCE NORTH 30°49'29" WEST 260.08 FEET; THENCE NORTH 59°00'51" EAST 10.44 FEET; THENCE NORTH 30°59'58" WEST 170.36 FEET, TO THE POINT OF BEGINNING.

CONTAINING 312,776 SQUARE FEET OR 7.18 ACRES.

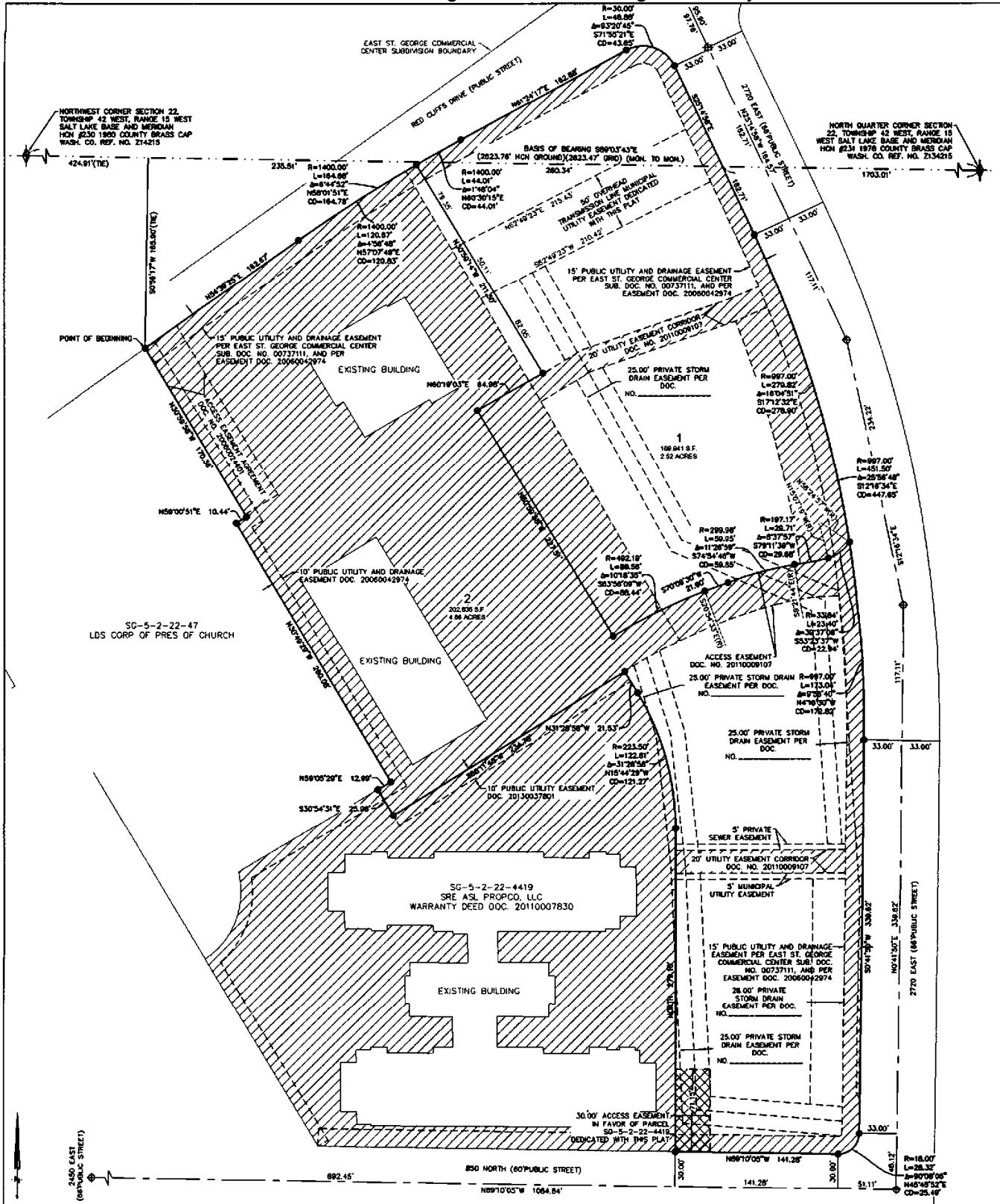


EXHIBIT B
PROPERTY DEPICTION
B&G 191225

BUSH & GUDGELL, INC.

Engineers - Planners - Surveyors

205 East Tabernacle Suite #4
St. George, Utah 84770
Phone (435) 673-2327 / Fax (435) 673-2161

St. George, Utah 84770
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