

Amendments Page 1 of 7
Gary Christensen Washington County Recorder
01/17/2024 08:01:44 AM Fee \$40.00 By
SUTHERLAND TITLE COMPANY

When recorded, return to:

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

Parcel ID No. SG-RDCS-2-PT-A
SG-RDCS-1
SG-RDCS-3-PT-A
SG-RDCS-4-PT-A
SG-5-2-22-4419

**AMENDMENT
TO
CROSS ACCESS, MAINTENANCE AND
EASEMENT AGREEMENT**

THIS AMENDMENT TO CROSS ACCESS, MAINTENANCE AND EASEMENT AGREEMENT ("Amendment") is made as of the _____ day of December, 2023 (the "Effective Date") by 1031CF PORTFOLIO 4 DST, a Delaware Statutory Trust ("1031CF"), MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation ("MACU"), MMCG DBR UTAH, LLC, a Utah limited liability company ("MMCG"), HIGHLAND COMMERCIAL PARK, LLC, a Utah limited liability company ("HIGHLAND") and RED CLIFFS SQUARE LC, a Utah limited liability company ("RED CLIFFS").

WHEREAS 1031CF, MACU, MMCG, HIGHLAND and RED CLIFFS, or their predecessors, previously entered into a Cross Access, Maintenance and Easement Agreement dated March 18, 2020 and recorded on March 18, 2020 in the office of the Washington County Recorder (the "Easement") over and across certain real property located in Washington County, Utah and more particularly described on attached Exhibit A (the "Property"); and

WHEREAS 1031CF, MACU, MMCG, HIGHLAND and RED CLIFFS wish to amend the Easement,

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

As of the Effective Date, the Easement is hereby amended as follows:

Section 2 of the Easement is amended and restated in its entirety as follows:

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 Exhibit "B" of the Easement, consisting of one access drive from Red Cliffs Drive, one access drive from 2720 East Street (between lots 1 and 3), and one access drive from 850 North Street. In the event that such common access drives to the Shopping Center (as depicted on Exhibit "B" of the Easement) need repair or maintenance, future expenses in that regard will be shared as follows: 28.5% to the owner of the RED CLIFFS property; 26% to the owner of the MACU property; 28% to the owner of the 1031CF property; 7.5% to the owner of the MMCG property; and 10% to the owner of the Highland 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. Notwithstanding the foregoing to the contrary, an additional common drive has been added to the Shopping

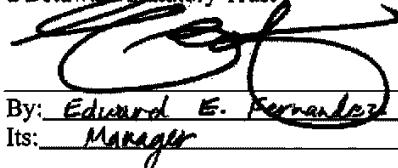
Center from 2720 East between lots 3 and 4 owned by MMCG and Highland. In the event that such additional common access drive to the Shopping Center needs repair or maintenance, future expenses in that regard will be shared as follows: 50% to the owner of the Highland property and 50% to the owner of the MMCG property.

Otherwise, the parties agree that the Easement is otherwise unchanged.

This Amendment may be executed and delivered in any number of counterparts, each of which together shall constitute an original. All such separate counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile signature or other reliable electronic means (including email of a PDF document).

IN WITNESS WHEREOF 1031CF, MACU, MMCG, HIGHLAND and RED CLIFFS have executed this Amendment as of the Effective Date.

1031CF PORTFOLIO 4 DST
a Delaware Statutory Trust



By: Edward E. Fernandez
Its: Manager

STATE OF _____
COUNTY OF _____

See attached Certificate

The foregoing instrument was acknowledged before me this _____ day of December, 2023 by
as _____ of 1031CF PORTFOLIO 4 DST.

Notary Public

MOUNTAIN AMERICA FEDERAL CREDIT UNION
a Utah non-profit corporation

By: _____
Its: _____

STATE OF UTAH
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2023 by
as _____ of MOUNTAIN AMERICA FEDERAL CREDIT UNION.

Notary Public

CALIFORNIA ACKNOWLEDGMENT**CIVIL CODE § 1189**

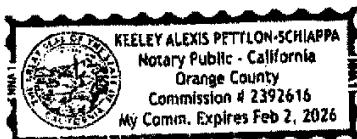
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 1-11-24 before me, Keeley Alexis Pettion-Schiappa, notary public
 Date Here Insert Name and Title of the Officer
 personally appeared Edward E. Fernando
 Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Corporate Officer – Title(s): _____

Partner – Limited General

Partner – Limited General

Individual

Attorney in Fact

Individual

Attorney in Fact

Trustee

Guardian or Conservator

Trustee

Guardian or Conservator

Other: _____

Other: _____

Signer is Representing: _____

Signer is Representing: _____

Center from 2720 East between lots 3 and 4 owned by MMCG and Highland. In the event that such additional common access drive to the Shopping Center needs repair or maintenance, future expenses in that regard will be shared as follows: 50% to the owner of the Highland property and 50% to the owner of the MMCG property.

Otherwise, the parties agree that the Easement is otherwise unchanged.

This Amendment may be executed and delivered in any number of counterparts, each of which together shall constitute an original. All such separate counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile signature or other reliable electronic means (including email of a PDF document).

IN WITNESS WHEREOF 1031CF, MACU, MMCG, HIGHLAND and RED CLIFFS have executed this Amendment as of the Effective Date.

1031CF PORTFOLIO 4 DST
a Delaware Statutory Trust

By: _____
Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2023 by
as _____ of 1031CF PORTFOLIO 4 DST.

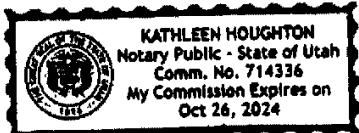
Notary Public

MOUNTAIN AMERICA FEDERAL CREDIT UNION
a Utah non-profit corporation

Chris Tapia
By: *Chris Tapia*
Its: *SVP Property Services*

STATE OF UTAH
COUNTY OF *Salt Lake*

Chris Tapia as *SVP*
The foregoing instrument was acknowledged before me this *6th* day of December, 2023 by
of MOUNTAIN AMERICA FEDERAL CREDIT UNION.
Prop Services



Notary Public

Kathleen Houghton

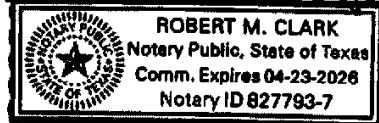
MMCG DBR UTAH, LLC
a Utah limited liability company

EBR

By: Eric H. Reed
Its: Manager

STATE OF UTAH-TEXAS
COUNTY OF COLLIN

The foregoing instrument was acknowledged before me this 3rd day of December, 2023 by
Eric H. Reed as Manager of MMCG DBR UTAH, LLC.



Reed
Notary Public

HIGHLAND COMMERCIAL PARK, LLC
a Utah limited liability company

By: _____

Its: _____

STATE OF UTAH
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2023 by
as _____ of HIGHLAND COMMERCIAL PARK, LLC.

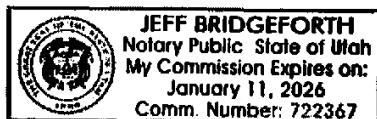
Notary Public

RED CLIFFS SQUARE LC
a Utah limited liability company

R. Scott Irvine
By: R. Scott Irvine
Its: Manager

STATE OF UTAH
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 16 day of December, 2023 by
R. Scott Irvine as Manager of RED CLIFFS SQUARE LC.



Jeff Bridgeforth
Notary Public

MMCG DBR UTAH, LLC
a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2023 by
as _____ of MMCG DBR UTAH, LLC.

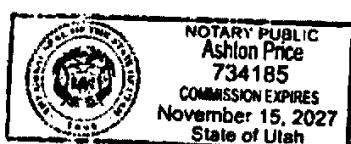
Notary Public

HIGHLAND COMMERCIAL PARK, LLC
a Utah limited liability company

By: Ashley Gracia
Its: Agent

STATE OF UTAH
COUNTY OF Utah

The foregoing instrument was acknowledged before me this 16th day of December, 2023 by
Ashley Gracia as Agent/Manager of HIGHLAND COMMERCIAL PARK, LLC.



Ashley Gracia
Notary Public

RED CLIFFS SQUARE LC
a Utah limited liability company

By: _____
Its: _____

STATE OF UTAH
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of December, 2023 by
as _____ of RED CLIFFS SQUARE LC.

Notary Public

EXHIBIT "A"
Legal Description of Property

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.
