

When recorded return to:
Bryan B. Todd
Amsource Cedar Hills, LLC
358 S. Rio Grande St., Suite 200
Salt Lake City, Utah 84101

ENT 32575:2015 PG 1 of 11
Jeffery Smith
Utah County Recorder
2015 Apr 20 12:58 PM FEE 32.00 BY SS
RECORDED FOR First American Title Insurance
ELECTRONICALLY RECORDED

CROSS ACCESS AND MAINTENANCE AGREEMENT

THIS CROSS ACCESS AND MAINTENANCE AGREEMENT ("Agreement"), is entered into on this 16th day of April, 2015, by and between **AMSOURCE CEDAR HILLS, LLC**, a Utah limited liability company ("**Amsource**") and **AMERICA FIRST FEDERAL CREDIT UNION ("America First")**.

WHEREAS, Amsource is the owner of certain real property located in Utah County, Utah, as more fully described on attached **Exhibit "A"** and shown on attached **Exhibit "C"** (the "**Amsource Property**"); and

WHEREAS, America First is the owner of certain real property located in Utah County, Utah, as more fully described on attached **Exhibit "B"** and shown on attached **Exhibit "C"** (the "**America First Property**"); and

WHEREAS, the parties hereto (the "**Owners**") desire to enter into this Cross Access and Maintenance Agreement to establish a cross-access easement and certain agreements, duties and responsibilities relating thereto;

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Owners agree as follows:

1. Easement. The Amsource Property and the America First Property are referred to herein collectively as the "**Properties**." There are two curb cuts planned to provide access to the combined Properties, one on Cedar Hills Drive, and the other on 10040 North, as depicted on **Exhibit "D"** attached hereto. The Owners hereby establish and grant to each other a perpetual access easement (the "**Easement**") over such access points as well as the portions of the Properties cross-hatched and labeled "**Amsource Maintenance Area**" and "**America First Maintenance Area**" on **Exhibit "D"** attached hereto (collectively, the "**Easement Area**").

2. Construction of Improvements. Neither America First nor Amsource shall construct any improvements to the Easement Area") until it develops its Property. The first Owner to develop its Property ("**First Developer**") shall construct the Improvements as follows:

(a) First Developer shall cause plans and specifications (collectively, "**Plans**") and cost estimates for paved drive aisles, curbs, gutters, sidewalks, lighting and landscaping, in accordance with the standards of first-class shopping centers in Utah County, Utah (the

"Required Standards") to the entire Easement Area (collectively, the **"Improvements"**) to be prepared by a certified civil engineer or licensed general contractor. The other Owner (**"Other Owner"**) shall have the right to review and reasonably approve the Plans and bids for the Improvements.

(b) Each Owner shall deposit into escrow with First American Title Company (**"Escrow Holder"**) its respective Share (as defined below) of the **"Costs,"** which are defined as: (i) the cost of the Improvements, as determined pursuant to paragraph (a) above; and (ii) First Developer's costs of having the Plans prepared and obtaining all permits and approvals, as well as all other soft costs related thereto. Each Owner's **"Share"** shall be as follows:

Amsource: 43%

America First: 57%

(c) Upon completion of the construction of the Improvements, First Developer shall submit final invoices for all Costs to the Other Owner.

(d) The Other Owner shall have ten (10) calendar days to review and approve such final invoices, which approval shall not be unreasonably withheld. If the Other Owner does not disapprove of the Costs in writing received by First Developer within such ten (10) calendar day period, the final invoices shall be deemed approved.

(e) Upon such approval or deemed approval of all such final invoices, First Developer shall be entitled to withdraw from the Escrow all funds held thereunder which are necessary to pay all Costs. In the event the final total amount of all Costs exceeds the amount of the escrowed funds, the Other Owner shall deliver its Pro-Rata share of the shortfall to First Developer. If, on the other hand, the escrowed funds exceed the total amount of the final Costs, each Owner shall receive back its Pro-Rata Share of such excess.

3. Maintenance.

(a) America First Maintenance Area. America First shall, at its sole cost and expense, maintain the Improvements in the America First Maintenance Area in accordance with the Required Standards (the **"Maintenance"**). The Maintenance shall include, but is not limited to, asphalt repair, snow removal, striping, lighting, trash removal, maintenance of any landscaping, and curb, gutter and sidewalk repair within the America First Maintenance Area. In the event America First fails perform the Maintenance in the America First Maintenance Area, Amsource may elect to do so in which case America First shall reimburse Amsource for all costs thereof within thirty (30) days from receiving a billing from Amsource for completed Maintenance. If America First fails to pay any amount due and owing hereunder when due hereunder, interest shall accrue and be owed thereon from America First to Amsource at a rate equal to the lesser of (i) the highest rate allowed by law, or (ii) four percent (4%) over the prime

rate of interest reported from time to time on the financial page of the Wall Street Journal (or such successor index as is generally accepted in lieu thereof) (the "**Interest Rate**"), and Amsource shall have a lien, effective upon recordation of this Agreement, on the America First Property for all amounts owed or that may become owed hereunder, plus all costs of collection, including attorneys' fees, which may be enforced and foreclosed in any manner allowed by law, including but not limited to, suit to foreclose a mortgage or mechanic's lien under the applicable laws of the State of Utah (a "**Lien**").

(b) Amsource Maintenance Area. Amsource shall, at its sole cost and expense, maintain the Improvements in the Amsource Maintenance Area in accordance with the Required Standards (the "**Maintenance**"). The Maintenance shall include, but is not limited to, asphalt repair, snow removal, striping, lighting, trash removal, maintenance of any landscaping, and curb, gutter and sidewalk repair within the Amsource Maintenance Area. In the event Amsource fails perform the Maintenance in the Amsource Maintenance Area, America First may elect to do so in which case Amsource shall reimburse America First for all costs thereof within thirty (30) days from receiving a billing from America First for completed Maintenance. If Amsource fails to pay any amount due and owing hereunder when due hereunder, interest shall accrue and be owed thereon from Amsource to America First at a rate equal to the lesser of (i) the highest rate allowed by law, or (ii) four percent (4%) over the prime rate of interest reported from time to time on the financial page of the Wall Street Journal (or such successor index as is generally accepted in lieu thereof) (the "**Interest Rate**"), and America First shall have a lien, effective upon recordation of this Agreement, on the Amsource Property for all amounts owed or that may become owed hereunder, plus all costs of collection, including attorneys' fees, which may be enforced and foreclosed in any manner allowed by law, including but not limited to, suit to foreclose a mortgage or mechanic's lien under the applicable laws of the State of Utah (a "**Lien**").

4. Duration and Modification. The Easement and the provisions hereof may only be terminated or modified in writing, signed by all both parties hereto.

5. Notices. All notices, demands, requests, and other communications required or desired to be given hereunder shall be in writing and shall be deemed delivered on the earlier of (i) three (3) days after posting or registered or certified mail, addressed to the addressees at the addresses set forth below, or at such other address as such Owner may have specified therefore by notice delivered in accordance with this section, (ii) attempted delivery or refusal to accept delivery if sent by courier or other personal delivery service or, (iii) actual receipt by the addressee regardless of the method of delivery.

If to America First: America First Federal Credit Union
Attn: Senior Vice President of Operations
1344 West 4675 South
P.O. Box 9199
Ogden, UT 84409

America First Federal Credit Union
c/o J. Scott Buehler
Van Cott, Bagley, Cornwall and McCarthy
372 24th Street Suite, 400
Ogden, UT 84401

If to Amsource: Amsource Cedar Hills, LLC
Attn.: President
358 South Rio Grande, Suite 200
Salt Lake City, Utah 84101

With a copy to: Amsource Cedar Hills, LLC
Attn.: General Counsel
358 South Rio Grande, Suite 200
Salt Lake City, Utah 84101

6. Binding Effect. The Easement, as well as all provisions hereof, including the benefits and the burdens, shall run with the land and shall benefit and bind the parties hereto as well as their heirs, successors and assigns of the parties, and all current and future owners of the benefited and burdened parcels, and shall be for the benefit of the parties and their respective tenants, licensee, guests, and invitees, but is not intended to confer any benefit or right upon any other parties or the general public.

7. Insurance. Each Owner shall obtain and maintain at all times commercial, general, liability insurance insuring against claims on the account of death, bodily injury or property damage that may arise from or be occasioned by the condition, use or occupancy of the portion of the Easement Area located on its respective Property. Said insurance shall be obtained and maintained in a reputable insurance company or companies qualified to do business in the State of Utah with a rating in the Best's Key Rating Guide of A- Class XI or better and having limits for bodily injury or death in the amounts of not less than \$1,000,000 for injury to or death of one person, \$2,000,000 for injury to or death of more than one person in one accident, and property damage insurance in an amount of not less than \$1,000,000 (or, as an alternative, single limit coverage in the amount of \$2,000,000). Such insurance shall name each other Owner as an additional insured. From time to time and upon written request by an Owner, a certificate of insurance shall be furnished by the providing Owner showing the required coverage. Such insurance shall provide that the insurance may not be canceled without at least thirty (30) days prior written notice by the insurer to the Owner named as an additional insured and shall provide for waiver of subrogation rights. Said insurance may be carried under a "blanket" policy or policies covering other properties of the providing Owner and its subsidiaries, controlling or affiliated corporations and entities.

8. Indemnity. Each Owner shall indemnify, defend and hold each other Owner, 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 Owner in its use of the Easement or other obligations under this agreement. If any action, claim or demand is made against the indemnified Owner for any act or omission of the indemnifying Owner, the indemnifying Owner 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 Owner.

9. Entire Agreement. This Agreement contains the entire agreement of the Owners with regard to the subject matter hereof and all prior communications, written or oral, are without any force and effect as it is the specific intent of the Owners that this Agreement alone sets forth the terms applicable to the subject matter hereof. Each Owner specifically agrees that it enters into this Agreement based upon its own understanding of the terms hereof and does not rely in whole or in part, on any interpretation or representation of the other Owner. Each Owner agrees that this Agreement is a result of good faith, arms length negotiations.

10. Applicable Law; Attorney Fees. This Agreement shall be interpreted and construed in accordance with the laws of the State of Utah. In the event of any legal action related hereto, the prevailing Owner shall be entitled to recover from non-prevailing Owner all of the Prevailing Owner's costs and expenses related thereto, including attorney fees.

11. No Other Relationship. This Agreement does not create any obligation or relationship such as a partnership, joint venture or any other similar legal relationship under the laws of any state or the federal government. Any correspondence or other references to "partners" or any similar terms will not be deemed to alter, amend or change the relationship between the parties hereto unless there is a formal written agreement specifically detailing the rights, liabilities and obligations of the parties as to a new, specific defined legal relationship.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

AMSOURCE CEDAR HILLS, LLC,
a Utah limited liability company, by its
Manager, Amsource Realty Advisors, LLC,
a Utah limited liability company

By: David R. Gaskill

Name: David R. Gaskill

Title: Manager



STATE OF Utah

COUNTY OF SLC

On the 14 day of April 2015, personally appeared before me
David R Gaskill, who duly acknowledged to me that he executed the foregoing
document in the capacity indicated.



Melanie Child
Notary Public

A handwritten signature or set of initials, possibly "JF", written in dark ink.

AMERICA FIRST FEDERAL CREDIT UNION

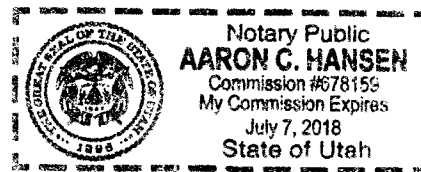
By: [Signature]
Its: SVP operations

STATE OF UTAH

COUNTY OF WEBER

On the 15 day of April 2015, personally appeared before me
Jill Morby, who duly acknowledged to me that he/she executed the
foregoing document as SVP operations of AMERICA FIRST FEDERAL CREDIT
UNION.

[Signature]
Notary Public



[Signature]

EXHIBIT "A"

Amsource Property

All of Lot 2 and Lot 3, Cedar Hills Retail Subdivision, as shown on the official plat of record in the Utah County Recorder's Office.

14-003-0247

A handwritten signature or set of initials, possibly "BJ", written in black ink.

EXHIBIT "B"

America First Property

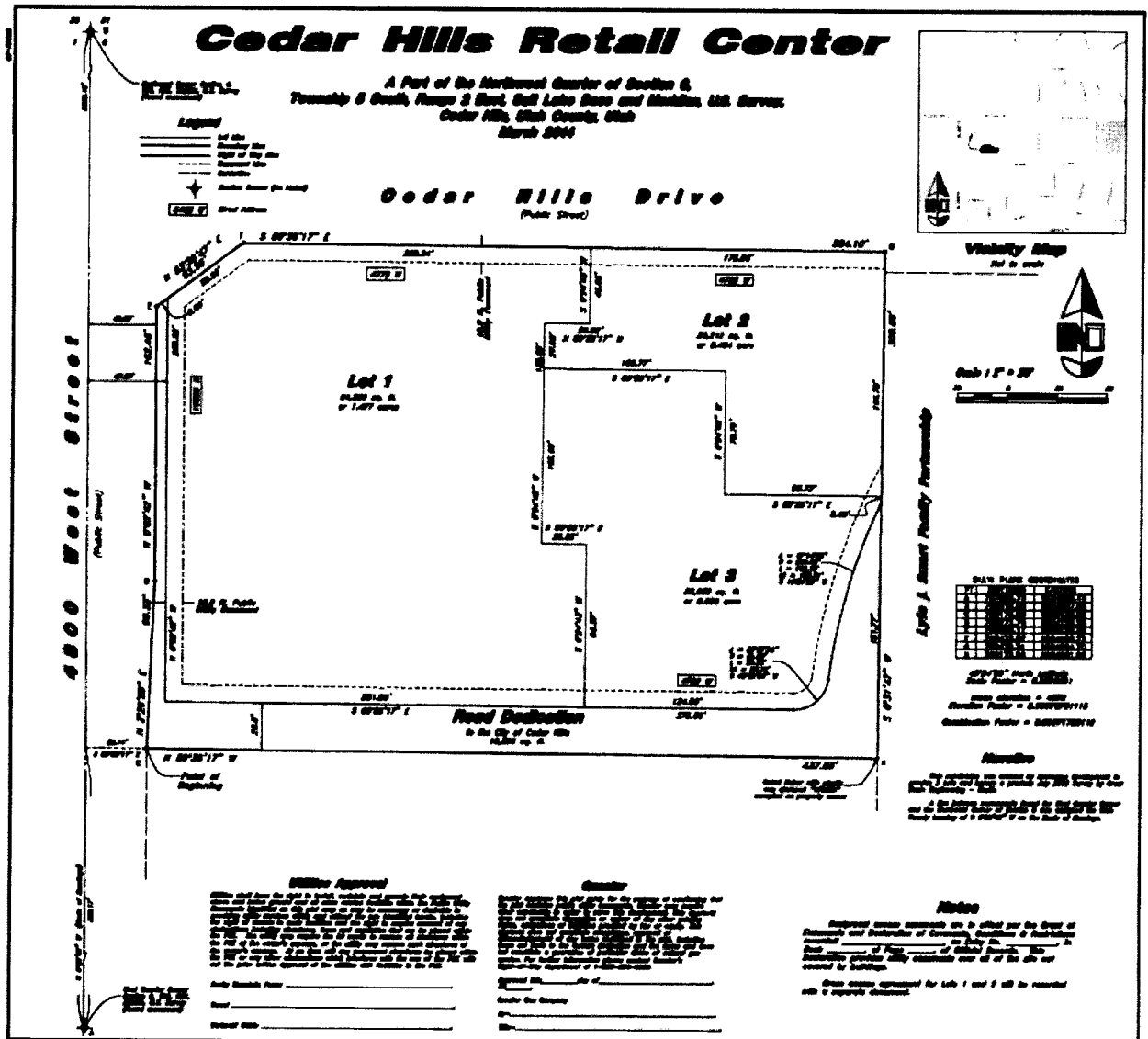
All of Lot 1, Cedar Hills Retail Subdivision, as shown on the official plat of record in the Utah County Recorder's Office.

14-003-0247

A handwritten signature in black ink, consisting of a stylized 'H' followed by a large loop and a trailing flourish.

EXHIBIT “C”

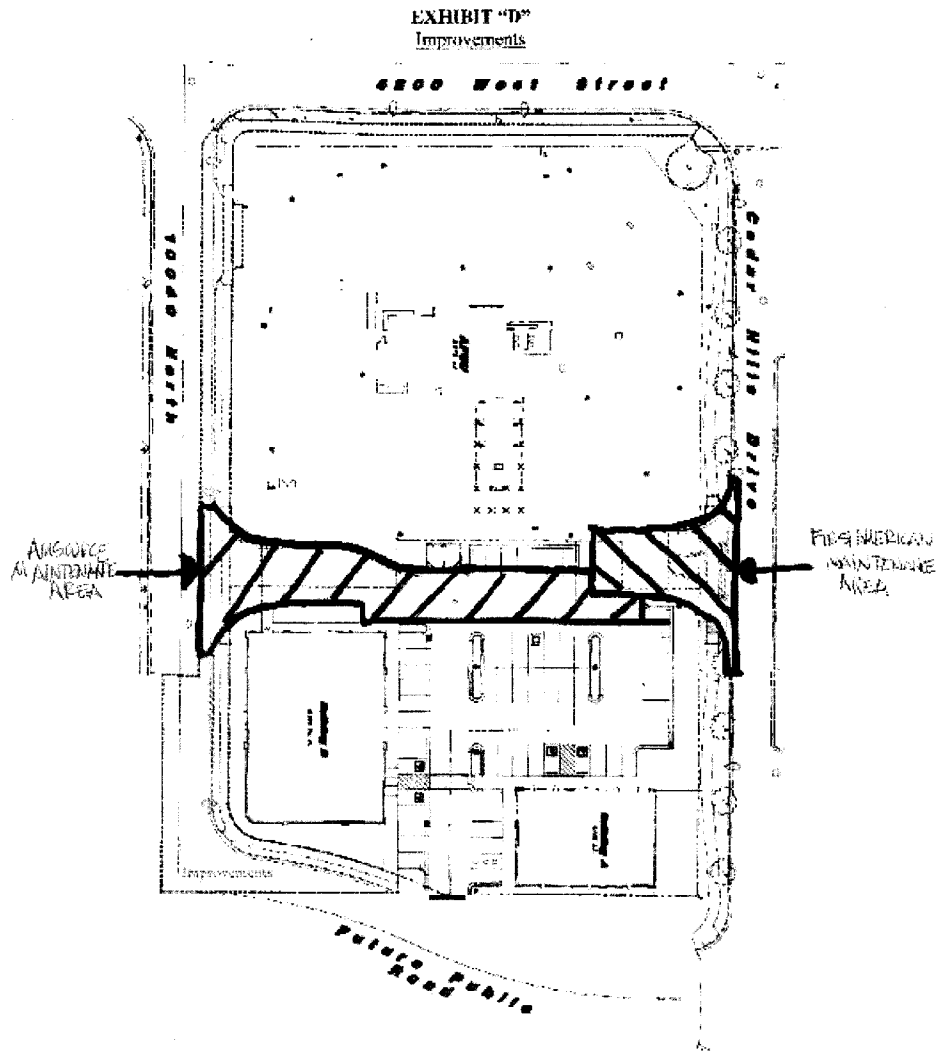
Site Plan – America First Property and Amsource Property



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EXHIBIT "D"

Easement Area



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4846-2363-6258, v. 3

12/2/14
v.4