



W3350173

176908-DMP

WHEN RECORDED RETURN TO:

RC CENTRE

c/o Woodbury Corporation

Attn: Legal Department

2733 East Parleys Way, Suite 300

Salt Lake City, Utah 84109

09-101-0005, 09-101-0019,

09-340-0003, 09-340-0006

09-340-0007, 09-340-0008

E# 3350173 PG 1 OF 15

Leann H. Kilts, WEBER COUNTY RECORDER

06-Dec-24 0453 PM FEE \$40.00 DEP SD

REC FOR: COTTONWOOD TITLE INSURANCE AGENCY,
ELECTRONICALLY RECORDED

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CROSS-EASEMENT AND MAINTENANCE AGREEMENT

THIS CROSS-EASEMENT AND MAINTENANCE AGREEMENT (the "**Agreement**") is made and entered into this 6th day of December, 2024, by MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation ("**MACU**") and RC CENTRE, L.C., a Utah limited liability company ("**RC CENTRE**"). MACU and RC Centre may hereafter be referred to individually as "**Party**" or collectively as the "**Parties**".

RECITALS

WHEREAS, MACU is the owner of that certain real property legally described in **Exhibit "A"** attached hereto and incorporated herein (the "**MACU Property**" and labelled as "**Premises**" on **Exhibit "C"**) located in Weber County, Utah;

WHEREAS, RC Centre is the owner of that certain real property legally described in **Exhibit "B"** attached hereto and incorporated herein (the "**RC Centre Property**") located in Weber County, Utah (the MACU Property and RC Centre Property are collectively the "**Properties**"). The Properties and certain real property owned by third parties encumbered by that certain Declaration of Restrictions and Grant of Easements, recorded as Entry No. 1147261, on July 31, 1991 as amended, are referred to hereafter as the "**Development**";

WHEREAS, MACU and RC Centre, in connection with the conveyance of the MACU Property from RC Centre to MACU, desire to establish certain non-exclusive cross-access easements for access over and across the MACU Property and the RC Centre Property to achieve harmonious operation of the Development, all for the mutual and reciprocal benefit of the Development, and the present and future owners thereof, on the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the above premises, MACU and RC Centre hereby declare that the Properties and all present and future owners of the Properties shall be and hereby are subject to the terms, easements, and conditions hereinafter set forth in this Agreement, so that the Properties shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, MACU and RC Centre covenant and agree as follows:

AGREEMENT

1. Easements.

1.1 Grant of Easements by MACU.

1.1.1 Access. MACU hereby grants RC Centre and its successors and assigns, a perpetual non-exclusive easement for ingress and egress along and across

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those portions of the MACU Property, specifically designed for use by vehicular and pedestrian traffic from time to time (the **"MACU Access Easement"**). The MACU Access Easement specifically excludes any areas of the MACU Property on which a building is, or may be hereafter be located. RC Centre shall have the non-exclusive right to use the MACU Access Easement for the purpose of vehicular and pedestrian access by RC Centre, its tenants, licensees, invitees, guests and employees to and from the MACU Property across the MACU Access Easement and adjacent right-of-ways. Cross-access shall be reasonably maintained to provide for normal traffic flows between the Properties as required by the city of Roy, Utah. MACU shall maintain its access drive aisles to provide for normal traffic flows between the Properties and any adjacent public right-of-ways. Except for the Critical Access Drive labelled on **Exhibit "D"** which shall in no event be relocated without RC Centre's prior written consent, such consent to be withheld in RC Centre's sole discretion, MACU shall have the right to modify the location of the MACU Access Easement from time to time to accommodate the reasonable development of the MACU Property provided that cross-access is reasonably maintained to provide for normal traffic flows between the Properties. The MACU Access Easement excludes any rights to parking on the MACU Property.

1.1.2 Utilities. MACU hereby grants RC Centre a perpetual non-exclusive easement in, through, and under that portion of the MACU Property depicted on **Exhibit "D"** for underground utilities, including but not limited to, sanitary sewer, stormwater, electricity, gas, culinary water, telecommunication, and other utilities (**"Utilities"**). MACU hereby grants RC Centre a perpetual access easement over an across the MACU Property as reasonably necessary for access to the Utility Easement for purposes of installation, repair, maintenance, and replacement of such Utilities.

1.2 Grant of Easements by RC Centre. RC Centre hereby grants MACU and its successors and assigns, a perpetual non-exclusive easement for ingress and egress along and across those portions of the RC Centre Property, specifically designed for use by vehicular and pedestrian traffic from time to time (the **"RC Centre Access Easement"**). The RC Centre Access Easement specifically excludes any areas of the RC Centre Property on which a building is, or may be hereafter be located. MACU shall have the non-exclusive right to use the RC Centre Access Easement for the purpose of vehicular and pedestrian access by MACU, its tenants, licensees, invitees, guests and employees to and from the RC Centre Property across the RC Centre Access Easement and adjacent right-of-ways. Cross-access shall be reasonably maintained to provide for normal traffic flows between the Properties as required by the city of Roy, Utah. RC Centre shall maintain its access drive aisles to provide for normal traffic flows between the Properties and any adjacent public right-of-ways. RC Centre shall have the right to modify the location of the RC Centre Access Easement from time to time to accommodate the reasonable development of the RC Centre Property provided that cross-access is reasonably maintained to provide for normal traffic flows between the Properties. The RC Centre Access Easement excludes any rights to parking on the RC Centre Property.

1.3 Insurance Minimums. The owner of the MACU Property shall obtain and maintain at all times commercial general liability insurance insuring against claims on account of death, bodily injury, personal injury, property damage, and contractual liability that


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may arise from or be occasioned by the condition, use or occupancy of the reciprocal easements granted under Sections 1.1 or 1.2 and the indemnity obligations under Section 1.4 of this Agreement. 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, personal injury, death, and contractual liability arising under this Agreement in which the combined single limit shall be not less than Three Million Dollars (\$3,000,000.00) per occurrence. Such insurance shall name RC Centre as an additional insured, contain an endorsement whereby the insurance provider waives subrogation of claims against the additional insured and contain an endorsement providing RC Centre the right to request and receive a copy of the full policy required hereunder. From time to time and upon written request by RC Centre, a certificate of insurance shall be furnished by MACU 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 additional insured. Said insurance may be carried under a "blanket" policy or policies. The insurance minimums set out under this Section 1.3 shall in no event be interpreted as a limit to recovery, including if MACU possesses insurance above such minimums.

- 1.4 **Indemnity.** Each Party hereby indemnifies, defends and holds each other Owner, its successors, assigns, and agents harmless for, against, and from any and all claims, liability, losses, costs, charges, or expenses which may be incurred as a result of use of the easements granted under Sections 1.1 and 1.2 of this Agreement located on its respective lot. If any action, claim or demand is made against the indemnified Party for any occurrence on the indemnifying Party's lot, the indemnifying Party agrees to assume the expense and shall pay all costs, charges, attorney fees, settlements, judgement or other expenses incurred by or obtained against the indemnified Owner. The indemnification obligations under this Section 1.4 exclude action, claims, or demands arising from the willful misconduct or gross negligence of an indemnified Party.

2. **Access.**

- 2.1 **Disclaimer of Public Dedication.** No use of the Properties by tenants, employees, service providers, customers, guests, agents, contractors, or the public generally ("**Permittees**") from and after the date of this Agreement shall be interpreted or construed to be a public dedication, or to ever confer upon the public any right to continue to make such use permanently. In the pursuit of preventing public dedication, the Parties may each temporarily block access to the easements granted under Sections 1.1 and 1.2 of this Agreement, for a period of time reasonably necessary to prevent any such public dedication ("**Non-Dedication Period**").
- 2.2 **No Third-Party Conveyance of Rights.** Any conveyance of the easement rights granted under this Agreement by the Parties to third parties absent of conveyance of title of a portion of the Property is hereby prohibited, and shall be null and void. Notwithstanding the foregoing, the Parties may grant temporary revocable licenses to Permittees under the easements granted under this Agreement. Any use of easements granted under this Agreement by Permittees shall be interpreted as having been used under temporary revocable licenses.


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3. Common Area Maintenance.

3.1 Except as otherwise set out below in this Section 3, MACU, its successors, heirs, and assigns shall self-maintain the MACU Property according to all codes, regulations, ordinances, restrictive covenants, and other obligations encumbering the MACU Property. RC Centre shall maintain the landscape strip on the MACU Property depicted and labeled on **Exhibit "D"** as "**Perimeter Landscaping**" to the standards required by the city of Roy ("**Landscape Maintenance**") and in accordance with its practices throughout the Development. RC Centre shall be responsible for snow removal on the MACU Property to the standards required by city of Roy ("**Snow Removal**") and in accordance with its practices throughout the Development. MACU shall keep all common areas under MACU's control on the MACU Property clean and free from papers and other debris at all times commensurate with the Maintenance Standards of Common Areas of the Development under Section 3.2. MACU shall maintain the exterior of any and all buildings located on the MACU Property in a clean and presentable manner in accordance with the standards of a first-class commercial development at all times.

3.2 RC Centre shall maintain or cause to be maintained all common areas of the Properties outside of the MACU Property. MACU shall pay to RC Centre an amount equal to MACU's Pro Rata Share, as defined hereinafter, of actual Shared CAM Charges, as defined hereinafter, "**Base CAM**") with an initial payment due on the first day of the month subsequent to the month in which MACU opens for business, and due on the first day of every month thereafter for Shared CAM Charges from the prior month. MACU's "**Pro Rata Share**" means the product of the square footage of the MACU Property as the numerator and the square footage of the Development as the denominator, minus those particular items in portions of the Development which are self-maintained by third party owners, expressed as a percentage. "**Shared CAM Charges**" shall mean:

- a. Maintenance of common drives, roads, and drive aisles in the Development;
- b. Maintenance of common sanitary sewers, storm sewers, and other utility lines;
- c. Insurance for all Common Areas of the Development, excluding the MACU Property;
- d. Property taxes for all Common Areas excluding the MACU Property;
- e. Snow Removal for the Development including the MACU Property;
- f. Property management fees;
- g. Landscape Maintenance throughout the entire Development, including the MACU Property ; and
- h. Continued maintenance of storm water drainage facilities.

Property management fees shall not exceed in the aggregate fifteen percent (15%) of the annual Shared CAM Charges.

3.3 If MACU fails to pay the Base CAM when due and payable, MACU shall pay interest from the due date of such past due amounts to the date of payment, both before and after judgment at a rate equal to the greater of fifteen percent (15%) per annum or two percent (2%) over the prime rate or equivalent reference rate charged by Citibank of New York at the due date of such payment; provided, however, that in any

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case the maximum amount or rate of interest to be charged shall not exceed the maximum non-usurious rate in accordance with applicable law. In addition, MACU shall pay a late fee equal to four percent (4%) of such past due amount to compensate RC Centre for extra administrative, collection, processing, accounting and other costs incurred through MACU's nonpayment.

3.4 Maintenance Standards. Except for performance of tasks specifically assumed by RC Centre under Sections 3.1 and 3.2, each Party shall maintain or cause to be maintained the Common Areas on their respective property at all times and in good and clean conditions. Said maintenance to include, without limitation, the following:

- a. Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitutes as shall in all respects be equal or superior in quality, use and durability, and restriping, when necessary;
- b. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;
- c. Maintaining, repairing, and replacing, when necessary, all traffic directional signs, markers and lines;
- d. Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required;
- e. Keeping parking areas and drive aisles free from snow and ice as required by law in South city of Roy, Utah; and
- f. Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Shopping Center), except RC Centre's Landscape Maintenance; maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary.

3.5 MACU shall not use or permit the use of Hazardous Materials (as hereinafter defined) on, about, under or in its property or any other portion of the Development, except in the ordinary course of its usual business operations conducted thereon and any such use shall at all times be in compliance with all Environmental Laws. MACU hereby indemnifies RC Centre from and against all claims, including, but not limited to, costs of investigation, litigation and remedial response arising out of any Hazardous Materials used or permitted to be used by MACU from and after the recordation of this instrument, whether or not in the ordinary course of business. "Hazardous Materials" shall mean petroleum products, asbestos, polychlorinated biphenyls, radioactive materials and all other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances listed or identified in, or regulated by, any Environmental Law. "Environmental Laws" shall mean all applicable laws or regulations which relate to or deal with human health or the environment, all as may be amended from time to time.

4. Miscellaneous.

4.1 Amendment. RC Centre and MACU agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written


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consent of all record title owners of the Properties, evidenced by a document that has been fully executed and acknowledged by all such record owners and recorded in the applicable county records.

- 4.2 Severability. Each provision of this Agreement and the application thereof to all of the lots constituting the Properties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Owner agrees to promptly cause such legal description to be prepared.
- 4.3 Entire Agreement. This Agreement contains the complete understanding and agreement of the Parties hereto with respect to all matters referred to herein, and all prior representations, negotiations and understandings are superseded hereby.
- 4.4 Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.
- 4.5 Binding Effect. The easements established, granted, and conveyed herein, including the benefits and burdens, shall run with the land and shall benefit and bind all current and future Owners of the benefitted and burdened Properties, their heirs, successors, and assigns.
- 4.6 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) posting of registered or certified mail, addressed to the addressee at its address set forth below or at such other address as such party may have specified theretofore by notice delivered in accordance with this Section 3.6, (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 MACU: Mountain America Credit Union
Attn: Corporate Real Estate – Transaction Manager
9800 South Monroe Street
Sandy, Utah 84070
kjohanos@macu.com
CC: corprealestate@macu.com

If to RC Centre: RC Centre
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

- 4.7 Attorney's Fees. Enforcement. In the event of any breach of this Agreement, the non-defaulting party shall be entitled to the payment by the defaulting party of its reasonable attorneys' fees, court costs, and litigation expenses, incurred in enforcing their respective rights hereunder. It is the intent of the parties that the provisions of this Section 3.7 shall be distinct and severable from the other rights of the parties

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under this Agreement, shall survive the entry of judgement in any actions, and shall not be merged into such judgement.

- 4.8 Exhibit Depictions. Notwithstanding the depiction of any building, parking space, median, landscaping, or other improvements, RC Centre retains the right to alter the layout of all aspect of their respective properties. No depiction of any building, parking space, median, landscaping, or other improvements shall be construed as a covenant or obligation on RC Centre's part to maintain their respective properties in such condition containing such improvements in such layout.

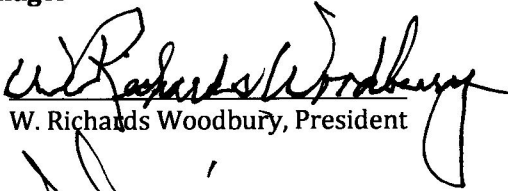
[Signatures appear on the following page]

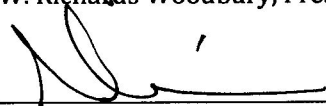
Handwritten signature and initials, possibly "bub" or "bub" with a flourish above it.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the date noted under each respective signatory's signature.

SELLER: RC CENTRE, L.C., Utah limited liability company

**By: WOODBURY AMSOURCE, INC., a Utah corporation,
Its Manager**

By: 
W. Richards Woodbury, President

By: 
Gregory W. Glissmeyer, Chairman

**PURCHASER: MOUNTAIN AMERICA FEDERAL CREDIT UNION,
a Utah non-profit corporation**

By: _____
Its: Chris Tapia, Senior Vice President of Property Services

[Acknowledgments Begin on Following Page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the date noted under each respective signatory's signature.

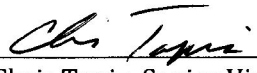
SELLER: RC CENTRE, L.C., Utah limited liability company

**By: WOODBURY AMSOURCE, INC., a Utah corporation,
Its Manager**

By: _____
W. Richards Woodbury, President

By: _____
Gregory W. Glissmeyer, Chairman

**PURCHASER: MOUNTAIN AMERICA FEDERAL CREDIT UNION,
a Utah non-profit corporation**

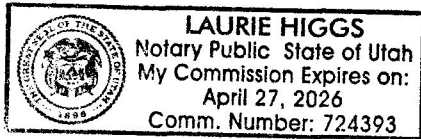
By: 
Its: Chris Tapia, Senior Vice President of Property Services

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ACKNOWLEDGMENTS

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

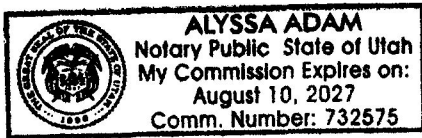
On the 5th day of December 2024 before me personally appeared W. RICHARDS WOODBURY, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY AMSOURCE, INC., a Utah corporation, known to be the Manager of RC CENTRE, L.C., a Utah limited liability company, and that the within instrument was executed by him for and on behalf of such company pursuant to its Operating Agreement.



Laurie Higgs
 Notary Public

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

On the 6th day of December 2024 before me personally appeared GREGORY W. GLISSMEYER, to me personally known, who being by me duly sworn did say that he is the Chairman of WOODBURY AMSOURCE, INC., a Utah corporation, known to be the Manager of RC CENTRE, L.C., a Utah limited liability company, and that the within instrument was executed by him for and on behalf of such company pursuant to its Operating Agreement.



Alyssa Adam
 Notary Public

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

On the ____ day of _____ 20__, before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed that same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

 Notary Public

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ACKNOWLEDGMENTS

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

On the ____ day of _____ 20__, before me personally appeared W. RICHARDS WOODBURY, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY AMSOURCE, INC., a Utah corporation, known to be the Manager of RC CENTRE, L.C., a Utah limited liability company, and that the within instrument was executed by him for and on behalf of such company pursuant to its Operating Agreement.

 Notary Public

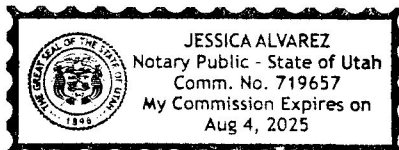
STATE OF UTAH)
 : ss.
 COUNTY OF SALT LAKE)

On the ____ day of _____ 20__, before me personally appeared GREGORY W. GLISSMEYER, to me personally known, who being by me duly sworn did say that he is the Chairman of WOODBURY AMSOURCE, INC., a Utah corporation, known to be the Manager of RC CENTRE, L.C., a Utah limited liability company, and that the within instrument was executed by him for and on behalf of such company pursuant to its Operating Agreement.

 Notary Public

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

On the 4 day of December 2024 before me personally appeared Chris Tapia, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed that same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



[Signature]
 Notary Public

EXHIBIT A
MACU PROPERTY DESCRIPTION

Lot 11, Roy City Centre Amended and Extended, according to the official plat thereof, recorded as Entry No. 3348449, on November 20, 2024, in the Weber County Recorder's office, Weber County, Utah.

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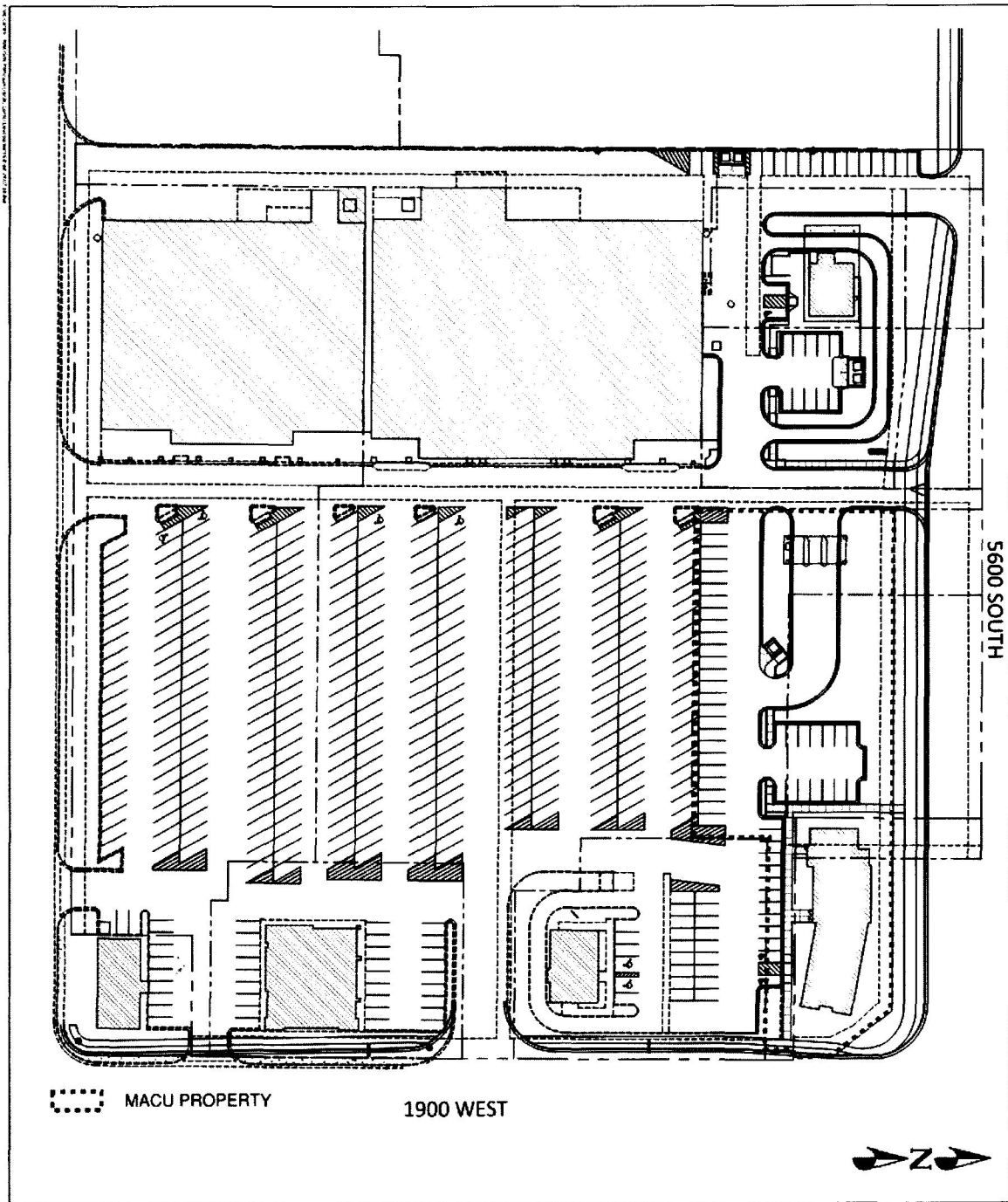
EXHIBIT B
RC CENTRE PROPERTY DESCRIPTION

Lot 12, Roy City Centre Amended and Extended, according to the official plat thereof, recorded as Entry No. 3348449, on November 20, 2024, in the Weber County Recorder's office, Weber County, Utah; and

Parcel 7 and 8, Roy City Centre according to the official plat thereof, recorded on March 4, 1992, as Entry No. 1169234, in the Weber County Recorder's office, Weber County, Utah.

Handwritten signature and initials in the bottom right corner of the page.

EXHIBIT C
MACU PROPERTY DEPICTION



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DATE
7/18/2024
DRAWN BY
BP

**ROY CITY CENTER
DEVELOPMENT EXHBIT**

ROY, UT



6/24/24

EXHIBIT D
UTILITY EASEMENT DEPICTION

