

**RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:**

Osmond Designs Orem, LLC  
Attn: Heather Osmond  
1660 North State Street  
Orem, Utah 84057

with copy to:

Mountain America Federal Credit Union  
Attn: Corporate Real Estate  
9800 South Monroe Street  
Sandy, Utah 84070

Affects Parcel Tax ID Nos. \_\_\_\_\_  
\_\_\_\_\_

**CROSS ACCESS AGREEMENT**

OSMOND DESIGNS OREM, LLC, a Utah limited liability company, with an address of 1660 North State Street, Orem, Utah 84057, owner of the “Osmond Designs Property” (as described on the attached Exhibit 1 to Cross Access Agreement), and MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, whose address is 9800 South Monroe Street, Sandy, Utah 84070, owner of the “MACU Property” (as described on the attached Exhibit 2 to Cross Access Agreement), in consideration of (\$10.00) AND the mutual promises and obligations recited below, hereby covenant and 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 Osmond Designs Property and the MACU Property (collectively, the “Property” or “Properties”) for purposes of vehicular and pedestrian ingress and egress through the paved and/or asphalted portions of the Property. This cross-access agreement is intended to allow owners, tenants, invitees, and customers of the Property the right to access all points of the Property (other than developed portions). The individual owners of Properties 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 the Properties agree that access over and across the Property will not be blocked, barricaded, nor denied (except for temporary, necessary repairs within the confines of each individual property owner’s land).
2. Maintenance of Access Drives. The Property is accessed by access drives located on each owners property for traffic into and out of the Property. In the event that the access

drives to the Property need repair or maintenance, future expenses in that regard will be borne by the owner of the property on which the access drive is located. The owner of the property in need of maintenance (or its successor) shall have primary responsibility of oversight for any necessary repair or maintenance of such drive, 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 Lehi area.

- 3. That these-easement and the rights and responsibilities set forth are permanent and perpetual and intended to bind the parties hereto, their heirs, successors and assigns, and their respective properties, to touch and concern said parcels, and to run with the land and succeeding interests therein.
- 4. That this agreement and the easements granted may not be expanded or modified except by a further agreement in writing and in recordable form by the parties hereto or their heirs, successors or assigns.

Witness the hand of said Grantors this 14 day of January, 2020.

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

OSMOND DESIGNS OREM, LLC, a Utah limited liability company

By: Chris Tapia  
 Name: Chris Tapia  
 Its: SVP C&P RE

By: \_\_\_\_\_  
 Name: Jared V. Osmond  
 Title: Manager

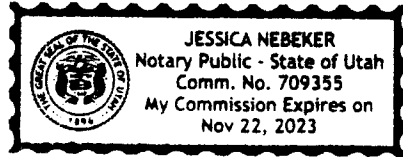
By: \_\_\_\_\_  
 Name: Heather A. Osmond  
 Title: Manager

ACKNOWLEDGEMENT

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

On this 14 day of January, 2020, personally appeared before me Chris Tapia, who is personally known to me, or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did acknowledge to me that he/she is the SVP Corp PE of MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, and that he/she executed the foregoing Cross-Access Agreement in his/her authorized capacity on behalf of said limited liability company for its stated purpose.

WITNESS my hand and official seal.



[Signature]  
Notary Public

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who is personally known to me, or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did acknowledge to me that he/she is the \_\_\_\_\_ of OSMOND DESIGNS OREM, LLC, a Utah limited liability company, and that he/she executed the foregoing Cross-Access Agreement in his/her authorized capacity on behalf of said limited liability company for its stated purpose.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

drives to the Property need repair or maintenance, future expenses in that regard will be borne by the owner of the property on which the access drive is located. The owner of the property in need of maintenance (or its successor) shall have primary responsibility of oversight for any necessary repair or maintenance of such drive, 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 Lehi area.


- 3. That these-easement and the rights and responsibilities set forth are permanent and perpetual and intended to bind the parties hereto, their heirs, successors and assigns, and their respective properties, to touch and concern said parcels, and to run with the land and succeeding interests therein.
- 4. That this agreement and the easements granted may not be expanded or modified except by a further agreement in writing and in recordable form by the parties hereto or their heirs, successors or assigns.

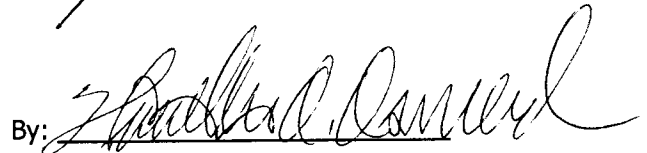
Witness the hand of said Grantors this 14 day of January, 2020.

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

OSMOND DESIGNS OREM, LLC, a Utah limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By:   
Name: Jared V. Osmond  
Title: Manager

By:   
Name: Heather A. Osmond  
Title: Manager

ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2020, personally appeared before me \_\_\_\_\_, who is personally known to me, or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did acknowledge to me that he/she is the \_\_\_\_\_ of MOUNTAIN AMERICA FEDERAL CREDIT UNION, a Utah non-profit corporation, and that he/she executed the foregoing Cross-Access Agreement in his/her authorized capacity on behalf of said limited liability company for its stated purpose.

WITNESS my hand and official seal.

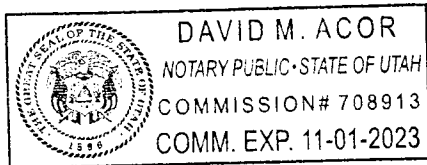
\_\_\_\_\_  
Notary Public

ACKNOWLEDGEMENT

STATE OF Utah )  
 : ss.  
COUNTY OF Utah )

On this 14 day of January, 2020, personally appeared before me Heather A. Conrad + Jared V. Conrad, who is personally known to me, or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did acknowledge to me that he/she is the Managers of OSMOND DESIGNS OREM, LLC, a Utah limited liability company, and that he/she executed the foregoing Cross-Access Agreement in his/her authorized capacity on behalf of said limited liability company for its stated purpose.

WITNESS my hand and official seal.



[Signature]  
Notary Public

**Exhibit 1**

ALL OF LOT 2, PLAT "D", OUTLETS AT TRAVERSE MOUNTAIN SUBDIVISION RECORDED JANUARY 03, 2020, AS ENTRY NO. 950:2020 AND AS MAP FILING NO. 16904, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.

**Exhibit 2**

ALL OF LOT 1, PLAT "D", OUTLETS AT TRAVERSE MOUNTAIN SUBDIVISION RECORDED JANUARY 03, 2020, AS ENTRY NO. 950:2020 AND AS MAP FILING NO. 16904, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE.