

After Recording, Return to:

SimonCRE JC ASU V, LLC
6900 East 2nd Street
Scottsdale, Arizona 85251
Attention: Joshua Simon

Tax Parcel No.
12-092-0146
12-780-0001

E 3304403 B 7616 P 3009-3017
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/14/2020 4:55:00 PM
FEE \$40.00 Pgs: 9
DEP eCASH REC'D FOR FIRST AMERICAN TITLE-NCS

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this 29th day of September, 2020, by and between Syracuse Family Fun Center, LLC, a Utah limited liability company ("SFFC") and Gailey Tree, LLC, a Utah limited liability company ("Gailey"), SFFC and Gailey are collectively referred to herein as "Grantor", and SimonCRE JC ASU V, LLC, an Arizona limited liability company, hereinafter referred to as "Grantee", the designations Grantor and Grantee as used herein shall include said parties, their heirs, successors and assigns and shall include singular, plural, masculine, feminine and neuter as required by context.

WITNESSETH:

THAT WHEREAS, the Grantor is the owner of certain property more particularly described on Exhibit "A" attached hereto ("Grantor Property"); and

WHEREAS, the Grantee is the owner of certain property more particularly described on Exhibit "B" attached hereto ("Grantee Property") and Grantee has requested that the Grantor grant and convey to the Grantee a permanent easement over, upon, across, under and through a portion of the Grantor Property for purposes of installing, operating, maintaining, repairing, inspecting and reconstructing storm drain and sewer lines and accessories and the Grantor has agreed to do so.

NOW, THEREFORE, the Grantor, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, has given, granted and conveyed, and by these presents does give, grant, and convey unto the Grantee, its successors and assigns, the permanent right, privilege and easement to operate, maintain, repair, inspect and reconstruct sewer lines and accessories over, upon, across, under and through a portion of the above-referenced property of the Grantor, said permanent easement being as follows:

A nonexclusive permanent easement for purposes of installing, operating, maintaining, repairing, inspecting and reconstructing sewer lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of reasonable access to

and egress from said permanent easement over and upon a portion of the Grantor Property, said permanent easement being more particularly depicted on Exhibit "C" as the "Sewer Easement" also attached hereto and made a part hereof. All provisions of this easement shall run with the land and shall inure to the benefit of the Grantee Property and the owners thereof and their tenants, agents, servants, employees, contractors, visitors and invitees and shall be binding upon Grantor and the successor owners of the Grantor Property.

A nonexclusive permanent easement for purposes of installing, operating, maintaining, repairing, inspecting and reconstructing storm drain lines, together with such pipes, manholes, fittings, fixtures and other accessories as from time to time may be required, and for purposes of inspecting and performing appropriate tests within said permanent easement, including but not limited to, archaeological and environmental studies, and together with the full right of reasonable access to and egress from said permanent easement over and upon a portion of the Grantor Property, said permanent easement being more particularly depicted on Exhibit "C" as the "Storm Drain Easement". All provisions of this easement shall run with the land and shall inure to the benefit of the Grantee Property and the owners thereof and their tenants, agents, servants, employees, contractors, visitors and invitees and shall be binding upon Grantor and the successor owners of the Grantor Property.

IT IS UNDERSTOOD AND AGREED BETWEEN THE GRANTOR AND THE GRANTEE:

1. That the Grantee shall have the right to clear the permanent easement described above and the right but not the obligation to keep the permanent easement clear at all times, and the right to remove from the permanent easement all brush, trees and other obstructions, and to go upon said easements whenever necessary for the purpose of clearing the same and removing therefrom all brush, trees and other obstructions of any kind.
2. That the Grantor shall at all times have the right to use said permanent easement, in the same manner as has been heretofore done, including for parking lot, curbs and landscaping; provided such use shall in no manner interfere with or be inconsistent with the use thereof by Grantee as provided herein. Prohibited uses of the permanent easement by the Grantor include, but are not limited to, the following: the erection of a shed, building, structure or other obstruction within the permanent easement by the Grantor shall not be allowed; the planting of trees within the permanent easement by the Grantor shall not be allowed; and other utility lines, including but not limited to, electric, gas, telephone, cable, or storm drain lines, cannot be constructed within the permanent easement except after prior written approval by the Grantee.
3. That the Grantee agrees to restore the topography of said easement area after construction on the site to approximately the same condition as existed before said installation.
4. That the Grantor shall have the right to pass over and upon said permanent easement for the full use of their property, provided, however, that the construction, maintenance and use shall in no way interfere with the sewer lines and accessories located within said permanent easement. As to paved areas, the Grantee, in future repairs or maintenance of said sewer lines and accessories, shall only be responsible for regravelling, tamping and patching the portion of said paved area

disturbed by such work. As to non-paved roads, the Grantee shall only be responsible for regrading and tamping in connection with any repairs or maintenance.

5. The Grantor covenants to and with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said lands and premises and has full right and power to convey these easements to the Grantee.

6. Nothing contained herein shall be deemed to constitute any dedication to the public or for public use of any portion of the easement. The provisions of this easement are for the sole benefit of Grantee, successor owners of the Grantee Property and their tenants, agents, servants, employees, contractors, visitors and invitees.

7. Grantee shall indemnify, defend and hold Grantor harmless against all claims, demands, loss, damage, liabilities and expense and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of, or in any way related to, Grantee's use of the easements granted herein.

8. This Easement may not be amended or modified except by a document in writing, executed by all of the then owners of the Grantor Property and the Grantee Property and recorded in the official records of Davis County, Utah.

9. This Easement will be governed by, and construed and enforced in accordance with the internal substantive laws of the State of Utah.

10. Grantor represents and warrants that it is authorized to enter into this Easement and that no third-party consent is required to enter into this Easement, except as set forth herein.

[SIGNATURES BELOW]

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of the day and year first above written.

Grantor:

Syracuse Family Fun Center, LLC, a
Utah limited liability company

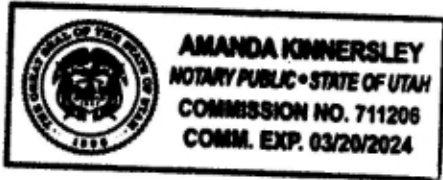
By: Matthew Gortge
Its: Manager
Name: Matthew Gortge

ACKNOWLEDGMENT

STATE OF UTAH)
) ss:
COUNTY OF Davis)

Acknowledged before me this 14 day of September, 2020, by Matthew Gortge to me personally known who, being by me dully sworn, did say that he/she is the Manager of Syracuse Family Fun Center, LLC, a Utah limited liability company, and that said instrument was signed on behalf of said company and Matthew Gortge acknowledges before me said instrument to be the free act and deed of said company.

Amanda Kinnersley
Notary Public
My Commission Expires: 3/20/2024



Gailey Tree, LLC, a Utah limited liability company

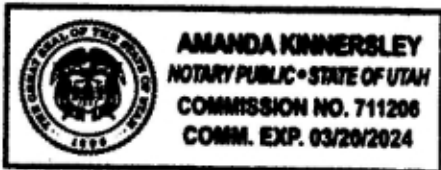
By: Matthew Gertge
Its: Manager
Name: Matthew Gertge

ACKNOWLEDGMENT

STATE OF UTAH)
) ss:
COUNTY OF Davis)

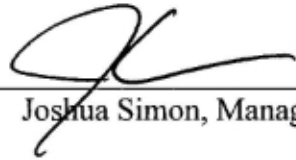
Acknowledged before me this 24 day of September, 2020, by Matthew Gertge to me personally known who, being by me dully sworn, did say that he/she is the Manager of Gailey Tree, LLC, a Utah limited liability company, and that said instrument was signed on behalf of said company and Matthew Gertge acknowledges before me said instrument to be the free act and deed of said company.

Amanda Kinnersley
Notary Public
My Commission Expires: 3/20/2024



Grantee:

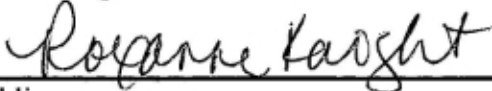
SimonCRE JC ASU V,
an Arizona limited liability company

By: 
Joshua Simon, Manager

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

Acknowledged before me this 29th day of September, 2020, by Joshua Simon, to me personally known who, being by me dully sworn, did say that he is the Manager of SimonCRE JC ASU V, an Arizona limited liability company, the company named in and which executed the within instruments, and that said instrument was signed on behalf of said company and Joshua Simon acknowledges before me said instrument to be the free act and deed of said company


Notary Public
My Commission Expires: 1-31-23

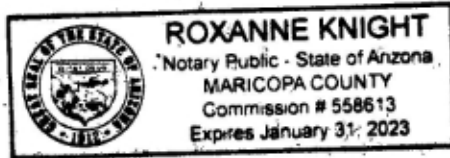


EXHIBIT "A"
Grantor Property

ALL OF LOT 1, GERTGE BUSINESS PARK, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, STATE OF UTAH.

TOGETHER WITH THOSE AREAS OF ACCESS AND PUBLIC UTILITY EASEMENTS WHICH ARE DELINEATED ON THE OFFICIAL PLAT OF GERTGE BUSINESS PARK AND AS DESCRIBED IN THAT CERTAIN "SHARED ACCESS AND AGREEMENT" RECORDED JULY 14, 2009, AS ENTRY NO. 2467327 IN BOOK 4817 AT PAGE 1356 OF OFFICIAL RECORDS.

EXHIBIT "B"
Grantee Property

BEGINNING 5 CHAINS WEST FROM THE NORTHEAST CORNER OF SECTION 16, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 5 CHAINS; THENCE WEST 2 CHAINS; THENCE NORTH 5 CHAINS; THENCE EAST 2 CHAINS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING PORTION OF THE PROPERTY CONVEYED IN THAT CERTAIN WARRANTY DEED RECORDED AUGUST 07, 2008, AS ENTRY NO. 2384694, IN BOOK 4589, AT PAGE 705 OF OFFICIAL RECORDS,

ALSO AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 11, 2008, AS ENTRY NO. 2391787, IN BOOK 4613, AT PAGE 169 OF OFFICIAL RECORDS,

ALSO AS DESCRIBED IN THAT CERTAIN WARRANTY DEED RECORDED OCTOBER 16, 2008, AS ENTRY NO. 2398903, IN BOOK 4637, AT PAGE 506 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID ENTIRE TRACT, WHICH POINT IS 330.00 FEET NORTH $89^{\circ}11'50''$ WEST FROM THE NORTHEAST CORNER OF SAID SECTION 16; AND RUNNING THENCE SOUTH $00^{\circ}48'10''$ WEST 33.00 FEET; THENCE NORTH $89^{\circ}11'50''$ WEST 132.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT, AT A POINT 35.85 FEET RADIALLY DISTANT SOUTHERLY FROM THE CENTERLINE OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEERS STATION 31+87.66; THENCE NORTH $00^{\circ}48'10''$ EAST 33.00 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE SOUTH $89^{\circ}11'50''$ EAST 132.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THEREFROM LOT 2, GERTGE BUSINESS PARK AND LOT 1 OF GERTGE BUSINESS PARK LOT 1 & RAMPTON MEDICAL PLAZA LOT 2 AMENDED, ACCORDING TO THE OFFICIAL PLATS THEREOF.

EXHIBIT "C"

