

Return recorded document to:

SimonCRE JC III, LLC
c/o SimonCRE
6900 E. 2nd Street
Scottsdale, Arizona 85251
Attention: Joshua Simon

ACCESS EASEMENT

This **ACCESS EASEMENT** is made effective ^{June}~~April~~ ^{May} 7, 2019, by SimonCRE JC III, LLC, an Arizona limited liability company ("Grantor").

WITNESSETH

WHEREAS, Grantor is the owner of that certain lot or parcel of land situated in the City of Vineyard, County of Utah, State of Utah, identified as Lot 1 on the site plan attached hereto as Exhibit "A" ("Lot 1") and as legally described on Exhibit "B"; and

WHEREAS, Grantor is desirous of granting to the owners of adjacent lots 2 through 11 ("Adjacent Lots"), as legally described on Exhibit "B", a non-exclusive easement for pedestrian and vehicular ingress and egress over and across that portion of Lot 1 identified as the Access Easement on Exhibit "A"

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Grantor does hereby grant a non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Access Easement for access to and from Lot 1 and Geneva Road, subject to the following terms and conditions to which the parties hereto do hereby agree:

1. Use of Access Area. The ingress and egress rights granted hereby may be used non-exclusively by, and are limited to, the owners of the Adjacent Lots and their tenants and their respective, invitees, employees, agents and contractors located on the Adjacent Lots. Only vehicles and pedestrian traffic associated with the Adjacent Lots may use the Access Easement, but nothing herein shall be construed to limit or restrict ingress or egress associated with Lot 1 or any part thereof. In no event shall the Access Easement area be used for the parking of any vehicles.

2. Maintenance. Grantor shall maintain the Access Area in good condition and repair.

4. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

5. Duration. The agreements contained herein and the rights granted hereby shall run with the titles to Adjacent Lots, Lot 1 and the Access Easement and shall bind and inure to the

benefit of the parties hereto and their respective heirs, successors, and assigns. So long as an O'Reilly Auto Store or its affiliates or assignees is a tenant of Lot 1, this Access Easement may not be amended without evidence of the consent of O'Reilly Auto Enterprises, LLC, 233 South Patterson, Springfield, Missouri 65802, or its successors and/or assigns.

6. Effective Date. This instrument shall become effective conditioned upon and subject to the recording hereof.

7. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

[Signature pages follow]

IN WITNESS WHEREOF, Grantor hereto has executed this instrument the 10th day of April _____, 2019.

(Grantor)

SimonCRE JC III, LLC
Arizona limited liability company

By: _____
Joshua Simon, Manager

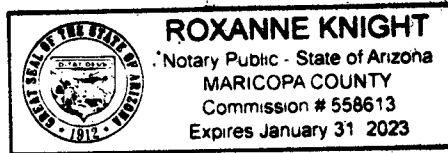
ACKNOWLEDGMENT

STATE OF ARIZONA)
) §§
COUNTY OF MARICOPA)

On this 10th day of April, 2019, before me, the undersigned notary public in and for said County and State, personally appeared before me Joshua Simon to me personally known, who, being by me duly sworn, did say that he is the Manager of SimonCRE JC III, LLC, an Arizona limited liability company, and that said instrument was signed, sealed and delivered by him and acknowledged said instrument to be the free act and deed of said limited liability company.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Roxanne Knight
Name: Roxanne Knight
Notary Public



My Commission Expires: 1-31-23

EXHIBIT "A"

Site Plan

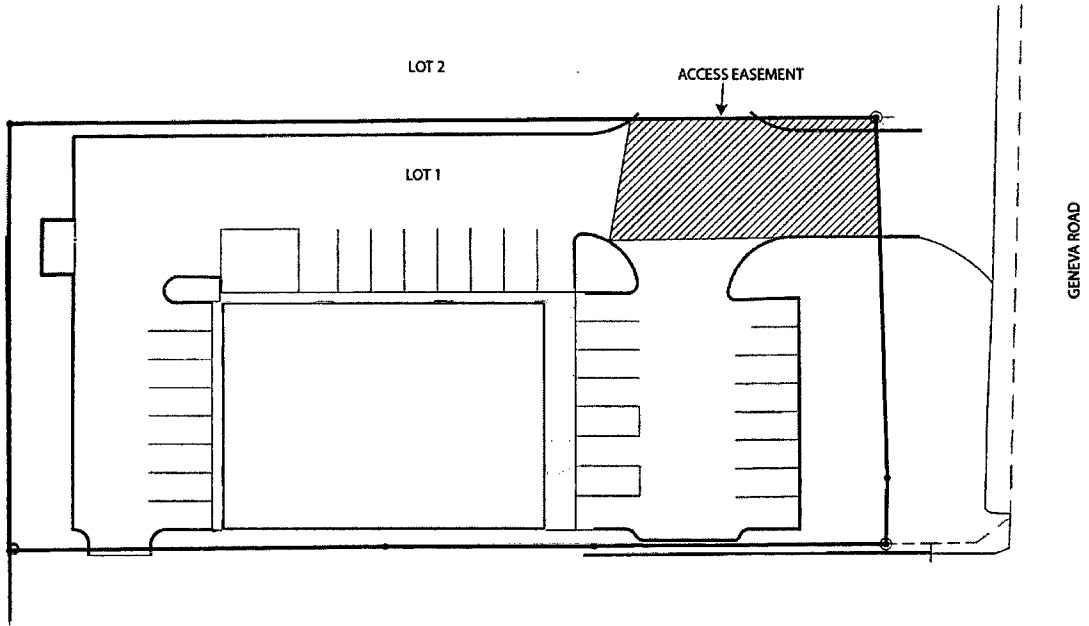


EXHIBIT "B"

Legal Descriptions

LOT ONE:

LOT 1, GENEVA RETAIL FRONTAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.

ADJACENT LOTS

LOTS 2 THROUGH 11, GENEVA RETAIL FRONTAGE SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN THE OFFICE OF THE UTAH COUNTY RECORDER.