

When Recorded Return to:

CH Realty IX-GBB I Salt Lake City John Canon, L.P.
423 West Broadway, Suite 230
Salt Lake City, UT 84101
Attn: Michael Batt

13488355
12/8/2020 2:02:00 PM \$40.00
Book - 11075 Pg - 9320-9331
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 12 P.

Parcel Nos. 07-26-200-005
07-26-426-001

DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement (this "Easement") is made and entered into this 7th day of December, 2020, by and between CGGL XR International LLC, a Delaware limited liability company ("Grantor"), and CH Realty IX-GBB I Salt Lake City John Canon, L.P., a Delaware limited partnership ("Grantee"). Grantor and Grantee are sometimes referred to herein collectively as the "Parties".

RECITALS

- A. WHEREAS, Grantor owns that certain real property located at 5656 West John Cannon Drive, Salt Lake City, Utah 84116, also referred to as Parcel No. 07-26-426-001 ("Grantor's Real Property") as further described in Exhibit "A" attached hereto and incorporated herein by this reference;
- B. WHEREAS, Grantee owns that certain real property adjacent to Grantor's Real Property located at 861 North John Cannon Drive, Salt Lake City, Utah 84116, also referred to as Parcel No. 07-26-200-005 ("Grantee's Real Property") as further described in Exhibit "B" attached hereto and incorporated herein by this reference;
- C. WHEREAS, Grantor's property abuts and has access to a portion of the so-called "Goggin Drain";
- D. WHEREAS, Grantor understands that access to the portion of the Goggin Drain adjacent to Grantor's Real Property is necessary to provide drainage for Grantee's development of Grantee's Real Property; and
- E. WHEREAS, the Parties now desire that Grantor grant to Grantee an easement over and under that portion of Grantor's Real Property referred to herein as the Easement Area (as defined below) to enable Grantee to connect the drainage system on Grantee's Real Property to the Goggin Drain for use by the Grantee's Real Property, in the manner described more fully herein.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF EASEMENT. Grantor hereby grants to Grantee a non-exclusive easement over and under a portion of Grantor's Real Property as described and depicted on Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement Area"), for ingress and egress over, under and across that portion of Grantor's Real Property for the construction, excavation, burying, and installation of drainage pipes necessary to connect the drainage system installed on the Grantee's Real Property for water drainage to the Goggin Drain. Grantor shall be permitted to use portions of the Grantor's Real Property where the Easement Area is located; provided, such use by Grantor does not prevent Grantee from using the Easement Area for the intended use. Grantee and its licensees, third party consultants, subcontractors, service providers, employees, invitees and guests (collectively, the "Grantee Parties") shall also have the right to use the Easement Area for the purposes described in this Section. Grantee shall bear all costs and expenses related to its access, use, improvement and maintenance of the Easement Area. When exercising its rights under this Agreement, Grantee shall comply with all applicable laws, rules and regulations. Grantor shall have the right to relocate the Easement Area at Grantor's sole cost and expense, including the cost to move the drainage pipes; provided the relocated Easement Area continues to connect Grantee's Real Property with the Goggin Drain and does not materially adversely affect Grantee's use of Grantee's Property.

2. INSURANCE.

- a. Grantee shall maintain commercial general liability insurance (including, as applicable, protective liability coverage on operations of independent contractors engaged in construction and also blanket contractual liability insurance) on an "occurrence" basis for the benefit of Grantor as an additional insured, as its interest may appear, against claims for personal injury liability, including, without limitation, bodily injury, death or property damage liability and property damage, with a limit of not less than Five Million Dollars (\$5,000,000), in the event of personal injury to any number of persons or of damages to property arising out of one occurrence.
- b. All policies of insurance provided for hereunder shall be effected under valid and enforceable policies, in such forms and amounts hereinbefore specified, issued by insurers of recognized responsibility which are authorized to transact fire and casualty insurance in the State of Utah and which shall maintain at all times an A.M. Best rating of at least A- Class VIII. Grantee shall deliver to Grantor within thirty (30) days after the execution of this Easement, and within thirty (30) days after each anniversary of the execution of this Easement, certificates of insurance showing such policies in force.

- c. To the extent a waiver of subrogation is generally available in the insurance market, Grantor and Grantee will obtain such waiver in favor of the other with respect to any loss or damage occasioned to such Easement Area by the acts and omissions of the other.

3. INDEMNITY. Grantee shall indemnify, defend and hold harmless Grantor and its successors, assigns and agents (collectively, the "Grantor Parties") from any and all claims, liability, losses, costs, charges or expenses of any kind that may be incurred as a result of any act of omission of Grantee Parties in their use of the Easement Area or other obligations under this Easement. If any action, claim or demand is made against any of the Grantor Parties for any act or omission of any of the Grantee Parties, Grantee agrees to assume the expense and shall pay all costs, charges, attorney fees, settlements, judgments or other expenses incurred by or obtained against the Grantor Parties.

4. COVENANT. This Easement shall run with the land and shall benefit and bind all current and future owners of the benefited and burdened parcels.

5. NO PUBLIC DEDICATION. The Easement established, granted and conveyed herein is for the use and benefit of Grantee and its licensees, guests and invitees and is not intended to confer any benefit or right upon the general public.

6. DURATION. The Easement herein granted shall be perpetual until terminated by a writing signed by the Parties or their successors or assigns and recorded.

7. MAINTENANCE. Grantee shall bear the responsibility of maintaining and repairing all drainage pipes contemplated by this Agreement. Such repair expenses shall include, without limitation, the repair of any surface disruptions to Grantor's Property as a result of the installation or presence of the drainage pipes including, without limitation, potholes on the Easement Area and repair of any damage done to the embankment of the Goggin Drain where the Easement Area intersects with the Goggin Drain. Grantee shall also return the surface of the Easement Area to its original condition after the construction and installation of the drainage pipes. Any damage to the Easement Area caused by the intentional act or negligence of either Grantor or Grantee (or any of their respective invitees, licensees or guests) shall be repaired at the sole expense of the party hereto responsible for such damage. Prior to accessing Grantor's Real Property for purposes of constructing the drainage system or performing maintenance, Grantee shall provide advance notice of no less than twenty-four hours to Grantor, unless such access is necessary due to an emergency. Notwithstanding the foregoing in this Section 7, Grantor shall be responsible for repairing and replacing any drainage pipes that are damaged as a result of Grantor's acts or omissions on the Grantor's Real Property or relocation of the pipes pursuant to Section 1 above.

8. MODIFICATION. This Easement shall not be modified unless expressly agreed to in writing signed by the Parties or their successors or assigns and recorded.

9. NOTICE. All notices, demands, requests and other communications required or warranted hereunder shall be in writing and shall be through the following persons or their successors.

If to Grantor:

Greenlaw Partners, LLC
18301 Von Karman Avenue, Suite 250
Irvine, California 92612
Attn: XR 1 Salt Lake City

With a copy to:

CGGL XR International LLC
900 Cottage Grove Road
Wilde Building, A4-CRI
Hartford, Connecticut 06152
Attn: Equity Asset Management

If to Grantee:

CH Realty IX-GBB I Salt Lake City John Canon, L.P.
423 West Broadway, Suite 230
Salt Lake City, UT 84101
Attn: Michael Batt

10. ATTORNEYS FEES. If a party subject to this Easement brings an action against another party to this Easement to enforce the same, the prevailing party shall be entitled to recover its reasonable attorney fees and costs from the non-prevailing party.

11. COUNTERPARTS. This Easement may be executed in separate counterparts, each signature page of which shall be an original copy, all of which together, when attached to the body hereof, shall constitute one instrument, binding upon the Parties, notwithstanding that all of the parties shall not have signed the same counterpart.

Signature Page Follows

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

GRANTOR:

CGGL XR INTERNATIONAL LLC

a Delaware limited liability company

By: Greenlaw XR Investors, LLC, a
California limited liability company
Its Operating Member

By: Greenlaw Partners, LLC, a
California limited liability company,
Its: Manager



By: _____
Name: Wilbur H. Smith, III
Its: Principal

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

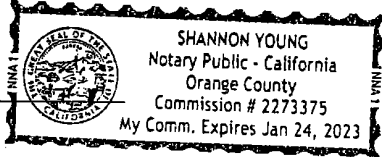
State of California
County of Orange

On December 3, 2020 before me, Shannon Young,
Notary Public (here insert name and title of officer), personally appeared Wilbur H. Smith who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the
instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

Signature Shannon Young



(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S REAL PROPERTY

Real property in the County of Salt Lake, State of UT, described as follows:

PARCEL 1:

BEGINNING AT A POINT NORTH 00°06'10" EAST 1284.32 FEET ALONG THE SECTION LINE FROM THE SOUTHWEST CORNER OF SECTION 25, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°58'11" WEST 730.14 FEET TO THE EASTERLY LINE OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED RECORDED JANUARY 12, 2007 AS ENTRY NO. 9971585 IN BOOK 9408 AT PAGES 4134-4137; THENCE NORTH 00°04'55" EAST 2111.84 FEET ALONG SAID EASTERLY LINE AND GENERALLY ALONG AN EXISTING BARBED WIRE FENCE; THENCE SOUTH 49°23'48" EAST 666.23 FEET; THENCE SOUTH 81°47'49" EAST 226.55 FEET TO THE WEST LINE OF SAID SECTION 25; THENCE SOUTH 00°06'02" WEST 293.67 FEET ALONG LAST SAID SECTION LINE TO THE WEST QUARTER CORNER OF SECTION 25; THENCE SOUTH 00°06'10" WEST 1351.87 FEET ALONG LAST SAID SECTION LINE TO THE POINT OF BEGINNING. (ALSO KNOWN AS LOT 1, COANS SUBDIVISION)

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR STORM DRAINAGE PURPOSES, APPURTENANT TO PARCEL 1, AS DESCRIBED IN THAT CERTAIN DRAINAGE ACCESS EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2017 AS ENTRY NO. 12662571 IN BOOK 10621 AT PAGE 2875 AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO DRAINAGE ACCESS EASEMENT AGREEMENT RECORDED SEPTEMBER 25, 2019 AS ENTRY NO. 13082526 IN BOOK 10835 AT PAGE 6874.

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE'S REAL PROPERTY

Real property in the City of Salt Lake City, County of Salt Lake, State of Utah, described as follows:

A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 726.59 FEET NORTH 89°58'19" EAST (NORTH 89°58'28" EAST RECORD) ALONG THE SECTION LINE AND 1473.30 FEET NORTH 00°04'59" EAST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 26 AND RUNNING THENCE NORTH 00°04'59" EAST 892.12 FEET; THENCE NORTH 05°08'10" EAST 161.35 FEET; THENCE NORTH 00°04'59" EAST 664.72 FEET; THENCE NORTH 27°01'23" EAST 151.86 FEET; THENCE SOUTH 82°38'17" EAST 1107.36 FEET (1107.50 FEET BY DEED); THENCE SOUTH 00°04'59" WEST 1899.39 FEET; THENCE SOUTH 00°06'15" WEST 1.00 FEET TO THE NORTHWEST CORNER OF JOHN CANNON DRIVE AS SHOWN ON THE WATKINS INDUSTRIAL PARK SUBDIVISION, RECORDED 6/10/03 AS ENTRY NO. 8682969 IN BOOK 2003P AT PAGE 162; THENCE SOUTH 89°58'11" WEST 0.15 FEET TO A POINT OF CURVATURE WITH A 67.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHWESTERLY 105.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'48" (CHORD BEARS NORTH 44°58'25" WEST 94.85 FEET; THENCE NORTH 00°04'59" EAST 116.92 FEET TO A POINT OF CURVATURE WITH A 25.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 3.83 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°47'09" (CHORD BEARS NORTH 04°28'34" EAST 3.83 FEET); THENCE NORTH 89°55'01" WEST 1114.44 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION LYING WITHIN THE BOUNDS OF JOHN CANNON DRIVE STREET DEDICATION RECORDED JUNE 30, 2017 AS ENTRY NO. 12567028, PLAT NO. 2017P AT PAGE 165, AND DEDICATION DEED RECORDED JUNE 30, 2017 AS ENTRY NO. 12567032 BOOK 10573 AT PAGE 4424 OF OFFICIAL RECORDS, BEING FURTHER DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, WATKINS INDUSTRIAL PARK SUBDIVISION, RECORDED JUNE 10, 2003 AS ENTRY NO. 8682869 IN BOOK 2003P AT PAGE 162 OF THE SALT LAKE COUNTY RECORDS, SAID CORNER BEING SOUTH 89°58'19" WEST 730.17 FEET ALONG THE SOUTH LINE OF SECTION 26, TOWNSHIP

1 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN TO THE WEST LINE OF SAID LOT 1 AND ALONG SAID LINE NORTH 00°06'15" EAST 1,217.27 FEET (1,217.23 FEET BY RECORD) FROM THE SOUTHEAST CORNER OF SAID SECTION 26, AND THENCE NORTHWESTERLY 209.18 FEET ALONG THE ARC OF A 133.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°06'48" AND A LONG CHORD OF NORTH 44°58'25" WEST 188.28 FEET; THENCE NORTH 00°04'59" EAST 116.92 FEET TO A POINT OF TANGENCY OF A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY 21.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°52'33" AND A LONG CHORD OF NORTH 24°51'18" WEST 21.08 FEET TO A POINT OF REVERSE CURVATURE WITH A 65.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE EASTERLY 317.37 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 279°45'07" AND A LONG CHORD OF SOUTH 89°55'01" EAST 83.78 FEET TO A POINT OF REVERSE CURVATURE WITH A 25.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHWESTERLY 21.76 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°52'33" AND A LONG CHORD OF SOUTH 25°01'16" WEST 21.08 FEET; THENCE SOUTH 00°04'59" WEST 116.92 FEET TO A POINT OF TANGENCY OF A 67.00 FOOT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY 105.38 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°06'48" AND A LONG CHORD OF SOUTH 44°58'25" EAST 94.85 FEET; THENCE NORTH 89°58'15" EAST 0.15 FEET TO THE WEST LINE OF SAID WATKINS INDUSTRIAL PARK SUBDIVISION; THENCE ALONG THE SAID LINE SOUTH 00°06'15" WEST 66.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C"

DESCRIPTION AND DEPICTION OF THE EASEMENT AREA

LOCATION: SALT LAKE CITY, UTAH
 ENGINEERING ASSOCIATES, L.C.
 5054 South Green Street
 Murray, Utah 84123 801-713-3000

LEGEND

- EXISTING CURB AND GUTTER
- CURB AND GUTTER/REVISED PAV
- PROPOSED CURB WALL
- EXISTING CONTOUR (MAJOR INTERVAL)
- EXISTING CONTOUR (MAJOR INTERVAL)
- PROPOSED STORM DRAIN



Scale: 1" = 50'



