

RECORDING REQUESTED BY:  
When Recorded Return To:  
First American Title Insurance Company  
National Commercial Services  
18500 Von Karman Avenue, Suite 600  
Irvine, CA 92612  
File No: NCS ACCM12019

12936740  
2/20/2019 10:36:00 AM \$34.00  
Book - 10754 Pg - 685-696  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
INGEO SYSTEMS  
BY: eCASH, DEPUTY - EF 12 P.

WHEN RECORDED MAIL TO:

RIVERTON CENTERCAL 2, LLC  
C/O CENTERCAL PROPERTIES, LLC  
1600 East Franklin Ave.  
El Segundo, CA 90245 ATTN: Sean  
Dennison

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## ROAD EASEMENT AND MAINTENANCE AGREEMENT

THIS ROAD EASEMENT AND MAINTENANCE AGREEMENT (this “**Easement**”) is made and entered into on 2/19 2019, by and between Riverton CenterCal, LLC, a Delaware limited liability company (“**Riverton 1**”), and Riverton CenterCal 2, LLC, a Delaware limited liability company (“**Riverton 2**”), with reference to the following facts:

### RECITALS

A. Riverton 1 is the owner of certain real property situated in the County of Salt Lake, Utah, and more particularly described in Exhibit “A” attached hereto and made a part hereof (the “**Parcel A**”). Part of the Parcel A includes a road that services both Parcel A and other parcels in the vicinity of Parcel A including, but not limited to, Parcel B (as defined below). The other parcels so served are described in the other recitals to this Easement. Parcel A is inclusive of that certain private roadway known as “Eagles Flight Road” (the “**Roadway**”), which Roadway is legally described on Exhibit C, attached hereto, and depicted on Exhibit D, attached hereto.

B. Riverton 2 is the owner of certain real property situated in the County of Salt Lake, Utah and more particularly described in Exhibit “B” attached hereto and made a part hereof (the “**Parcel B**”). Parcel B is presently unimproved, but is scheduled to be developed into a single or mixed-use project which may include (but shall not be limited to) retail, entertainment, restaurant, hospitality, office and residential uses.

C. Riverton 2 is desirous of obtaining beneficial use of the Roadway for vehicular and pedestrian (if applicable) ingress and egress to and from Parcel B and, accordingly, the parties desire to establish easements for ingress to and egress over the Roadway, and to make reasonable arrangements for the allocation of the costs and expenses of maintaining such easements between the property owners using such easements.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Riverton 1 and Riverton 2 agree as follows:

THIS INSTRUMENT FILED FOR RECORD BY  
FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION  
ONLY IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECTS UPON THE TITLE

## EASEMENT

1. Easements Granted. Riverton 1 does hereby grant and convey over to and for the benefit of Riverton 2 an easement over, in and through the Roadway, subject to the terms of this Easement (the "**Roadway Easement**"). In addition, Riverton 2 does hereby grant to Riverton 1 an easement on, over, under and unto those portions of Parcel B abutting the Roadway and deemed reasonably necessary for the maintenance, repair or replacement of the Roadway (the "**Maintenance Easement**"). The Roadway Easement and the Maintenance Easement may be collectively referred to herein from time to time as the "**Easements**".

2. Description and Term. The easements granted in this Easement are non-exclusive easements. The Easements are perpetual, subject to the termination condition set forth below, and is for the use and benefit of the occupants of Parcel B, and their guests, licensees and invitees. Notwithstanding the foregoing, Riverton 1 contemplates that it may, in the future, cause the Roadway to be publicly dedicated for use as a roadway, whereupon the (a) Roadway Easement would terminate, (b) the Maintenance Easement would terminate, and (c) the parties hereto would cooperate with the recipient party of such dedication to execute such additional documents (if any) and take such additional actions (if any) as are necessary to accomplish the objectives that are necessary to adequately dedicate the Roadway thereto (e.g., a conveyance of access and excavation rights on the immediately abutting portions of Parcel A and/or Parcel B for the purposes of maintenance thereof), but no party will be required hereby this section to to incur legal liability as a result of such assurances.

3. Scope and Purpose.

a. The Roadway Easement granted in this Easement is an easement for roadway and ingress and egress purposes including vehicular and pedestrian access over and across the Roadway for ingress to and egress from Parcel B; and

b. The Maintenance Easement granted in this Easement is an easement for maintenance, repair and replacement associated with the upkeep of the Roadway to construct, install, use, maintain, alter, add to, repair, remove, replace, and maintain the Roadways.

4. Reasonable Use. Any entrance upon or movement across the Roadways by an any person whose rights arise under this Easement shall be conducted such that it does not damage the Roadways or any improvements thereon, or unreasonably interfere with the rights of free use and enjoyment of the Roadways or any improvement located thereon by other persons whose right arise under this Easement or otherwise, or otherwise unreasonably increase the burden on the Roadways. Any person damaging the Roadways beyond ordinary wear and tear shall repair and/or replace any damage they may cause to the Roadways or any improvement thereon such that it meets the reasonable approval of the Riverton 1; provided, however, that in the event that Riverton 2 shall cause such damage, Riverton 1 may elect in its sole discretion to perform any such repair and charge Riverton 2 the reasonable costs thereof, which Riverton 2 shall pay over to Riverton 1 within 30 days of an invoice therefor.

5. Right of Riverton 1 to Relocate any Part of Roadways. The parties hereto contemplate that over time, certain of the properties served by the Roadway may be redeveloped in such a manner that the Roadway may need to be relocated. Notwithstanding the location of the Roadway, the Riverton 1 shall have the right to relocate the Roadway on Parcel A without the consent of any person, including, without limitation, Riverton 2, or its successors and assigns;

provided, however, that (a) any such relocation shall be at the sole expense of the Riverton 1, and (b) any such relocation shall in all events leave Riverton 2 with substantially similar access to such entrances to Parcel B as were previously served by the Roadway prior to the relocation thereof.

6. Maintenance of Roadways; Allocation of Costs. The Riverton 1, and its successors and assigns, shall have the exclusive right and duty to maintain and repair the Roadway to a standard consistent with private roadways serving similar projects in the Salt Lake City, Utah metropolitan area. Riverton 1 shall, in its reasonable discretion, estimate the cost of such maintenance and repair (including a sinking fund for long term major repairs and replacements, together with the costs of insuring the usage of such Roadway) for a calendar year (the "**Road Maintenance Budget**") not later than the first business day following November 1st of the prior calendar year and deliver it to Riverton 2 or its successors and assigns, in order to facilitate the preparation of the annual budget for the Parcel B. Upon Riverton 2's conveyance of any interest in Parcel B to another, Riverton 2 shall thereafter deliver the Road Maintenance Budget to such party, and Riverton 1 shall not be required to deliver it or any other notice required hereunder to each of the individual owners of Parcel B; provided, however, that Riverton 1 may, at its election, issue such Road Maintenance Budget to such parties. Any Road Maintenance Budget shall equitably allocate the total costs and expenses set forth therein based upon the amount of buildable area constructed on such parcel. Notwithstanding the foregoing, for so long as no buildings, premises, tenements or other similar improvements are constructed thereon, no costs and expenses shall be allocated to Parcel B.

7. Severability of Provisions. In the event any portion of this Easement shall be declared by any court of competent jurisdiction (or any referee or judge pro tem appointed as set forth above) to be invalid, illegal or unenforceable, such portion shall be deemed severed from this Easement, and the remaining parts hereof shall remain in full force and effect, as fully as though such invalid, illegal or unenforceable portion had never been part of this Easement.

8. Governing Law and Interpretation. This Easement shall be governed by and interpreted under and in accordance with the laws of the State of Utah without regard for any conflicts of laws provisions thereof. This Easement shall be interpreted as though fully negotiated and drafted by both parties equally. In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Easement.

9. Entire Easement. This Easement constitutes the entire Easement between the parties relating to the above-described easement, maintenance rights and duties, and cost allocations. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Easement are of no force and effect. Any amendment to this Easement shall be of no force and effect unless it is in writing and signed by the parties hereto.

10. Notices. Notices provided for in this Easement shall be in writing and shall be deemed sufficiently given either when delivered personally at the appropriate address set forth below (in which event, such notice shall be deemed effective only upon such delivery) or 48 hours after deposit of same in any United States post office box in the state to which the notice is addressed, 72 hours after deposit of same in any such post office box other than in the state to which the notice is addressed, postage prepaid, addressed as set forth below.

Notices to the Riverton 1 shall be addressed to:

Riverton CenterCal, LLC  
1600 E. Franklin Ave.  
El Segundo, CA, 90245  
Attn: General Counsel

Notices to Riverton 2 shall be addressed to:

Riverton CenterCal 2, LLC  
1600 E. Franklin Ave.  
El Segundo, CA, 90245  
Attn: General Counsel

The addresses and addressees for purposes of this Section may be changed by giving notice of such change in the manner herein provided for giving notice. Unless and until such notice is received, the last address and addressee as stated by notice or as provided herein, if no notice of change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

11. Binding Nature of Easement. This Easement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the parties hereto have executed this Reciprocal Easement and Road Maintenance Agreement as of the date first set forth above.

**RIVERTON 1**

Riverton CenterCal, LLC  
a Delaware limited liability company

By: CenterCal, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: CenterCal Associates, LLC,  
a Delaware limited liability company  
Its: Manager

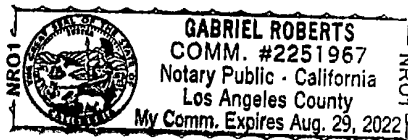
By: [Signature]  
Name: Fred Bruning  
Title: CFO

STATE OF California )  
 ) ss:  
COUNTY OF Los Angeles )

On February 11, 2019 before me, Gabriel Roberts (here insert name of the officer), Notary Public, personally appeared Fred Bruning, personally known to me (or 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.

WITNESS my hand and official seal.  
Notary Public

[Signature]



**RIVERTON 2**

Riverton CenterCal 2, LLC  
a Delaware limited liability company

By: CenterCal, LLC,  
a Delaware limited liability company  
Its: Sole Member

By: CenterCal Associates, LLC,  
a Delaware limited liability company  
Its: Manager

By: [Signature]  
Name: Fred Brunin  
Title: CEO

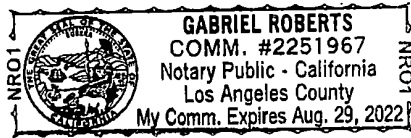
STATE OF California  
COUNTY OF Los Angeles

)  
) ss:  
)

On February 11, 2019 before me, Gabriel Roberts (here insert name of the officer), Notary Public, personally appeared Fred Brunin, personally known to me (or 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.

WITNESS my hand and official seal.  
Notary Public

[Signature]



SUBORDINATION

The undersigned, as holder of the beneficial interest in and under that certain Construction Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded on January 9, 2018, as Instrument No. 12694491 in Book 10637, Pages 198-238, in the Office of the County Recorder of Salt Lake County, Utah (the "Deed of Trust"), which Deed of Trust is made by Riverton CenterCal, LLC, a Delaware limited liability company, as Trustor, to First American Title Insurance Company as Trustee, for the benefit of U.S. Bank National Association, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereunder to the Easement to which this certificate is attached, as this Easement may be amended from time to time.

Date: 2/19, 2019

**BENEFICIARY:**

U.S. Bank National Association, N.A.,  
a national banking association,  
in its capacity as administrative agent

By: David Fisher  
Name: DAVID FISHER  
Its: SVP

**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 Los Angeles

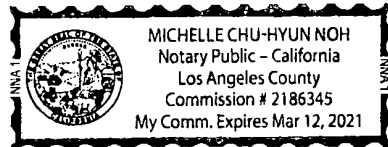
On February 7, 2019 before me, Michelle Chu-Hyun Noh, Notary Public,  
(here insert name of the officer)

personally appeared David Fisher 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  (Seal)





**EXHIBIT "A"**  
**TO**  
**ROAD EASEMENT AND MAINTENANCE AGREEMENT**

**DESCRIPTION OF PARCEL A**

That certain real property located in Salt Lake County, Utah, specifically described as follows:

Beginning at a point on the east right-of-way line of the Mountain View Corridor for the Utah Department of Transportation project no. MP-0182(6) as described in a quit claim deed recorded July 15, 2014 in book 10245 at page 5268 in the Salt Lake County Recorder's Office, said point also being South 89°34'03" East, along the Section Line, 534.33 feet and North 00°25'57" East 136.72 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence along said east right-of-way line the following five (5) courses: (1) North 15°19'40" West 67.94 feet, (2) North 02°30'46" East 553.12 feet, (3) North 12°02'08" East 266.84 feet, (4) North 05°07'17" West 269.61 feet, (5) North 03°33'19" West 6.27 feet; thence South 89°25'15" East 1348.84 feet; thence South 00°34'50" West 889.12 feet to a point on a 100.00 foot radius curve to the left; thence Southerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears South 02°40'47" East 11.37 feet); thence South 05°56'24" East 59.05 feet to a point on a 100.00 foot radius curve to the right; thence Southerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears South 02°40'47" East 11.37 feet); thence South 00°34'50" West 167.69 feet to the north right-of-way line of 13400 South Street as described in a quit claim deed recorded March 19, 2012 in book 10000 at page 4080 in the Salt Lake County Recorder's Office; thence along said north right-of-way line the following five (5) courses: (1) South 89°48'13" West 92.78 feet (2) South 00°11'47" East 39.61 feet, (3) South 45°07'09" West 56.85 feet, (4) North 89°33'54" West 348.39 feet to a point on a 5861.83 foot radius curve to the right, (5) Northwesterly along said curve 141.13 feet, through a central angle of 01°22'46", (chord bears North 88°52'31" West 141.13 feet), to the north right-of-way line of 13400 South Street as described in a quit claim deed recorded May 11, 2010 in book 9824 at page 7738 in the Salt Lake County Recorder's Office; thence along said north right-of-way line the following ten (10) courses: (1) North 84°42'01" West 92.10 feet, (2) North 05°00'00" East 6.45 feet, (3) North 85°00'00" West 58.96 feet, (4) South 05°00'00" West 6.45 feet, (5) North 86°05'31" West 78.08 feet, (6) North 87°11'25" West 78.08 feet, (7) North 88°13'22" West 68.71 feet, (8) North 89°11'32" West 69.14 feet, (9) North 89°40'21" West 90.78 feet, (10) North 78°25'02" West 230.08 feet to the Point of Beginning.

Contains 1,640,053 Sq. Ft. or 37.65 Acres.

**EXHIBIT  
"B" TO  
ROAD EASEMENT AND MAINTENANCE AGREEMENT**

**Description of Parcel B**

Parcel 1:

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°34'03" East, along the section line, 1916.92 feet and North 00°25'57" East 149.17 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°34'50" East 167.70 feet to a point on a 100.00 foot radius curve to the left; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 05°56'24" West 59.05 feet to a point on a 100.00 foot radius curve to the right; thence northerly 11.38 feet along said curve, through a central angle of 06°31'15", (chord bears North 02°40'47" West 11.37 feet); thence North 00°34'50" East 889.12 feet to the proposed south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 990.27 feet to a point on a 29.50 foot non-tangent radius curve to the left; thence southwesterly 24.18 feet along said curve, through a central angle of 46°57'13", (chord bears South 23°59'12" West 23.50 feet); thence South 00°30'35" West 90.73 feet to a point on a 153.00 foot curve to the left; thence southeasterly 53.93 feet along the said curve, through a central angle of 20°11'45", (chord bears South 09°35'17" East 53.65 feet); thence South 19°41'10" East 46.06 feet; thence South 20°12'44" East 489.99 feet to a point on a 195.00 foot radius curve to the right; thence southeasterly 70.49 feet along said curve, through a central angle of 20°42'40", (chord bears South 09°51'24" East 70.10 feet); thence South 00°29'56" West 261.30 feet; thence South 03°25'00" East 43.93 feet; thence South 00°29'56" West 161.88 feet to a point on a 30.00 foot radius curve to the left; thence southeasterly 28.99 feet along said curve, through a central angle of 55°21'34", (chord bears South 27°10'51" East 27.87 feet) to the to the aforesaid northerly Right-of-Way line of 13400 South Street; thence, along said northerly Right-of-Way line, the following seven (7) courses: (1) North 88°17'31" West 485.69 feet, (2) North 89°33'54" West 325.00 feet, (3) North 85°45'03" West 97.72 feet, (4) North 89°33'54" West 244.87 feet, (5) North 44°07'42" West 55.55 feet, (6) North 00°11'47" West 35.07 feet, (7) South 89°48'13" West 9.22 feet to the Point of Beginning.

Parcel 1A:

An easement on, over and across the property conveyed by that certain Special Warranty Deed recorded October 8, 2010 as Entry No. 11049402 in Book 9867 at Page 1249, for (i) vehicular and pedestrian ingress and egress, and (ii) the installation and maintenance of an and all utilities of the land described therein.

**EXHIBIT "C"**  
**TO**  
**ROAD EASEMENT AND MAINTENANCE AGREEMENT**

**Description of Roadway**

Beginning at a point on the northerly Right-of-Way line of 13400 South Street, as described in a Quit Claim deed recorded as Entry No. 11352724 on March 19, 2012 in Book 10000 at Page 4080 in the Salt Lake County Recorder's office, said point also being South 89°34'03" East, along the section line, 1916.92 feet and North 00°25'57" East 149.17 feet from the Southwest Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence, along said northerly Right-of-Way, South 89°48'13" West 78.01 feet; thence North 00°34'50" East 127.93 feet; thence North 01°44'59" East 147.04 feet; thence North 00°34'50" East 274.33 feet; thence North 00°34'50" East 95.00 feet; thence North 00°34'50" East 155.22 feet; thence North 01°03'37" West 87.03 feet; thence North 00°34'45" East 140.55 feet; thence North 00°30'29" East 94.87 feet to a point on a 30.00 foot radius curve to the left; thence 19.24 feet along said curve, through a central angle of 36°44'24", (chord bears North 22°51'56" West 18.91 feet) to the proposed south line of 13200 South Street; thence, along the said south line, South 89°25'15" East 77.14 feet; thence South 00°34'50" West 889.12 feet to a point on a 100.00 foot radius curve to the left; thence 11.38 feet along said curve, through a central angle of 6°31'15", (chord bears South 02°40'47" East 11.37 feet); thence South 05°56'24" East 59.05 feet to a point on a 100.00 foot radius curve to the right; thence 11.38 feet along said curve, through a central angle of 6°31'15", (chord bears South 02°40'47" East 11.37 feet); thence South 00°34'50" West 167.70 feet to the Point of Beginning.

Contains 79,361 Sq. Ft. (1.82 Acres)

**EXHIBIT "D"**  
**TO**  
**ROAD EASEMENT AND MAINTENANCE AGREEMENT**

**Depiction of Roadway**

