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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SEAN DENNISON
1600 FRANKLIN AVE
EL SEGUNDO CA 90245
BY: TCA, DEPUTY - WI 7 P.

Riverton CenterCal 2, LLC
Attn: Sean Dennison
1600 Franklin Avenue
El Segundo, CA 90245

Space above reserved for Recorder's office

EASEMENT AGREEMENT

In consideration of the promises contained herein and payment of the sum of Ten Dollars (\$10.00), receipt whereof is hereby acknowledged, RIVERTON CENTERCAL 2, LLC, a Delaware limited liability company ("Owner"), hereby dedicates, grants and confers for the purpose and use of one or more providers of public utilities (each, a "Grantee"; collectively, "Grantees") the right to install, maintain, operate, repair, replace and remove underground utility facilities in the area specified in Exhibit A (the "Easement"), together with the right of ingress and egress along and over the Easement and, during periods in which a Grantee is working within the Easement, and the adjacent lands of Grantor for such proposes; the said Easement being more particularly described in Exhibit B. Grantee acknowledges and agrees the Easement may only be utilized for the purposes specified herein. As used herein, a public utility provider is a provider for public consumption of one or more of the following: electricity, natural gas, water, sewage or telecommunications services.

The purpose of this Easement Agreement is to facilitate the provision of public utility services to the Mountain View Village Shopping Center; provided, however, that any Grantee hereunder shall install said underground facilities in the Easement, and to offer utility service to the tenants and occupants of the same and, in the event that excess capacity shall exist, to the surrounding community who desire such service. The terms and conditions for providing utility service to said community outside of the Mountain View Village Shopping Center shall be established by separate agreements between Grantee and said community.

All construction, installation, operation, maintenance, repair, replacement or removal work undertaken by any Grantee shall be made by such Grantee at its sole cost and expense, without cost to Owner, and performed in such a manner as to interfere as little as possible with the use and enjoyment of Owner's adjacent property. To effectuate this intent, Grantee, among other things that may be necessary, shall provide and maintain safe and free vehicular or pedestrian access to all stores and buildings, shall keep the Owner's property free of equipment and materials at all times, except when working in the Easement or upon Grantor's adjacent lands, and shall provide all safety measures. No Grantee party shall perform construction (other than emergency work) for which concurrent notice shall be given in the Easement or any of the land adjacent thereto. Once a new Grantee has availed itself of the Easement, Owner and such party shall acknowledge such relationship in writing, a memorandum of which may be recorded by Owner at its election.

All rights granted to Grantee by Owner hereunder are subject to all encumbrances affecting the Easement and to the rights and privileges of third parties in and to the Easement

existing prior to the execution of this Agreement.

All improvements, shall be restored by Grantee to its preconstruction condition or as near as its pre-construction condition as possible.

If the Easement area or Owner's property or any improvements thereon are disturbed or damaged by the acts or omissions of Grantee, its agents, employees or contractors, at any time, the land and improvements shall be promptly restored by Grantee to good condition at Grantee's sole cost and expense.

No Grantee shall permit any mechanics' liens, materialmen's liens, or any other liens to stand against Owner's property or the Easement for work or materials furnished in connection with the Easement rights, and the procuring Grantee agrees to defend, indemnify and hold Owner harmless from the same (including attorneys' fees). Any lien associated with a Grantee's work shall be removed or bonded within 30 days following notice thereof.

Grantee hereby agrees to indemnify, protect, defend and hold harmless Grantor, its' successors, and assigns, from claims, liabilities, costs and expenses arising out of any act or omission of Grantee, its' successors, and assigns in connection with the construction, operation, or maintenance of Grantee's improvements upon this Easement.

Owner and its successors and assigns shall have the right to use, and to permit others to use, the land within the Easement in any manner which does not interfere with the rights of Grantees, including, without limitation, the right to use, install, maintain, replace, repair, remove and operate a parking lot, a roadway and utility lines, such as sanitary sewers and storm sewers. Neither Owner nor its successors or assigns shall be liable for any damage resulting from any of the foregoing permitted uses of, or vehicular or pedestrian traffic over, the Easement unless, and only to the extent that, such damage is caused by the active negligence or willful misconduct of Owner or its agents or employees.

Notwithstanding anything to the contrary, Owner for itself and its successors and assigns, reserves the right, at Owner's expense, to relocate the Easement and all equipment installed by Grantees in the Easement area to the extent desired from time to time to permit further development of Owner's property. Any such relocation shall be coordinated in advance with any Grantees hereunder so as to ensure redundant service during any period of relocation. Grantor will also provide a new easement suitable to the Grantees for any such relocation and at the Grantor's sole expense.

The Easement granted hereunder shall continue so long as Grantee or its successors shall use the same for the purposes specified herein and in accordance with the terms and conditions hereof. If there is an abandonment or a discontinuance of use of said easement by all Grantees hereunder for a period of more than one (1) year, this easement shall be of no further force or effect. Upon such discontinuance of use or abandonment, each Grantee shall record a termination of this Easement Agreement evidencing the termination of their rights granted hereunder within thirty (30) days of a request therefor from Owner.

No Grantee shall have any right to assign, sublet or license to any other person or entity the use of the Easement of Grantee's rights hereunder and shall not permit or suffer any other person or entity to use the Easement, without the prior written consent of Owner in each case, which may be granted or withheld in Owner's sole discretion.


Grantee, by its acceptance of the delivery of the grant of Easement hereunder, assumes and agrees to perform all of the promises, agreements and obligations herein provided to be performed on the part of Grantee.

[SIGNATURE PAGE FOLLOWS]

WITNESS, our hands and seals the ___ day of _____, 2020.

WITNESS:

OWNER:
RIVERTON CENTERCAL 2, LLC,
A Delaware limited liability company

By:  _____

Name: Sean Dennison

Its: Senior Vice President and General Counsel

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

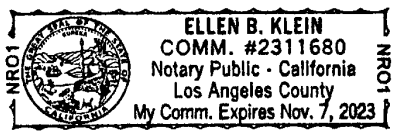
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles }

On June 19, 2020 before me, Ellen B. Klein, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Sean Dennison
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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 Ellen B. Klein
Signature of Notary Public

Place Notary Seal and/or Stamp Above

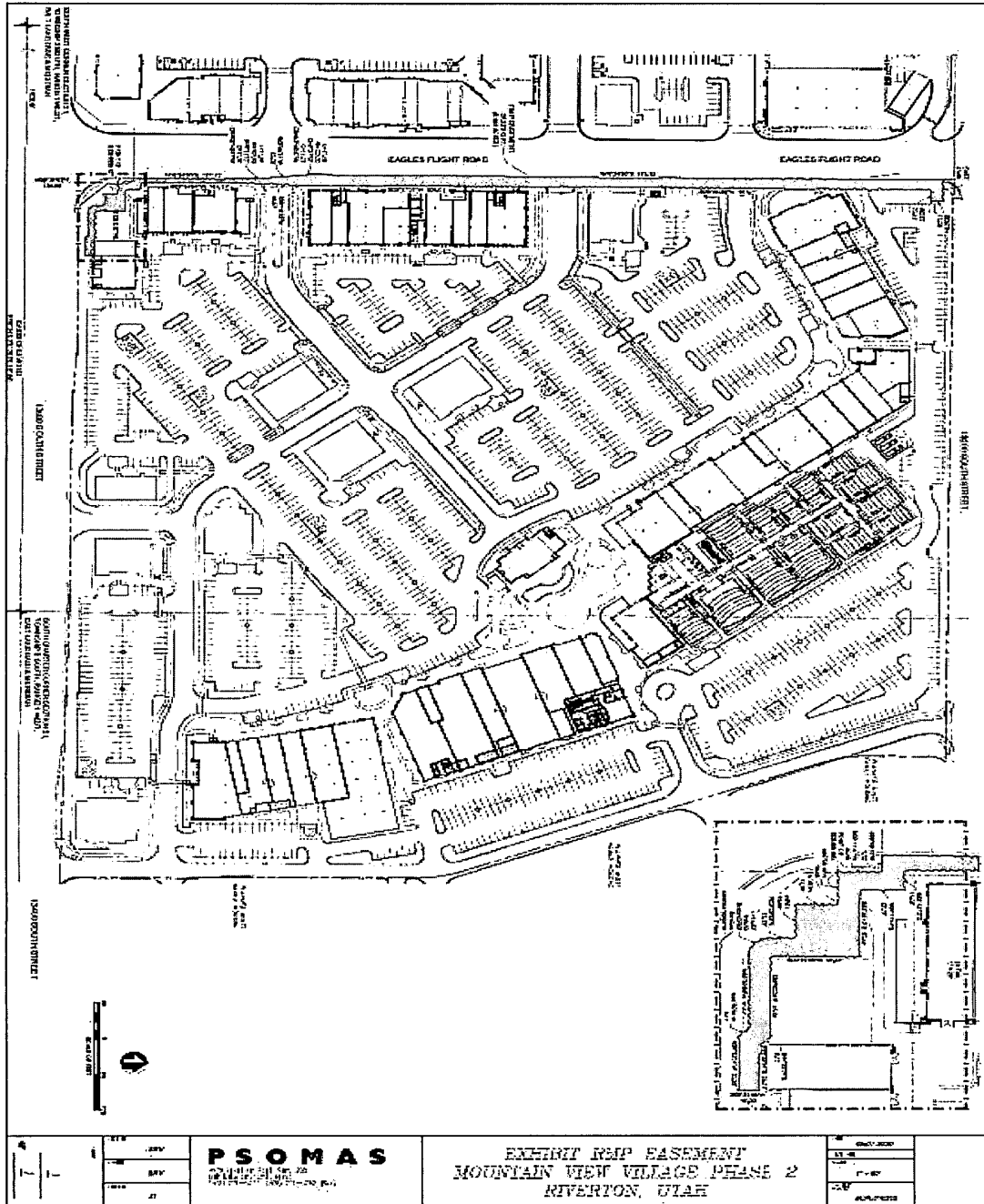
OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Easement Agreement
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____
Capacity(ies) Claimed by Signer(s)
Signer's Name: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

EXHIBIT A

SITE PLAN (OR SURVEY) SHOWING EASEMENT



1 1	DATE 11/11/2011	PSOMAS CONSULTING ENGINEERS 1001 W. 1000 S. SUITE 200 RIVERTON, UT 84068	EXHIBIT RMP EASEMENT MOUNTAIN VIEW VILLAGE PHASE 2 RIVERTON, UTAH	SHEET NO. 1 OF 1
	DRAWN BY JAV			CHECKED BY JAV

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT

Mountain View Village Phase 2 RMP Easement

Riverton Centercal 2, LLC

Parcel No: 27-31-376-001

Located in the south half of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Riverton, Utah, more particularly described as follows:

Beginning at a point being on the boundary line of that Special Warranty Deed recorded on January 16, 2019 as Entry No. 12920129 in Book 10746 at Page 2826 in the office of the Salt Lake County Recorder, said point also being South 89°34'03" East 1926.43 feet and North 00°25'57" East 128.89 feet from the Southwest Corner of said Section 31 and running thence, along said boundary, the following seven (7) courses: (1) North 00°11'47" West 20.39 feet, (2) South 89°48'13" West 9.22 feet, (3) North 00°34'50" East 167.70 feet, (4) northerly 11.38 feet along the arc of a 100.00 foot radius curve to the left, through a central angle of 6°31'15", (chord bears North 02°40'47" West 11.37 feet), (5) North 05°56'24" West 59.05 feet, (6) northerly 11.38 feet along the arc of a 100.00 foot radius curve to the right, through a central angle of 6°31'15", (chord bears North 02°40'47" West 11.37 feet), (7) North 00°34'50" East 875.62 feet; thence East 37.46 feet; thence South 17.08 feet; thence West 20.44 feet; thence South 00°34'50" West 563.21 feet; thence South 00°17'01" West 301.01 feet; thence South 03°16'15" West 68.97 feet; thence South 00°24'04" West 164.57 feet; thence North 89°48'13" East 11.05 feet; thence South 00°11'47" East 20.52 feet; thence South 89°25'10" East 37.43 feet; thence South 00°29'56" West 40.84 feet; thence South 89°30'04" East 45.06 feet; thence South 44°30'04" East 6.11 feet; thence South 89°30'04" East 26.15 feet; thence South 00°29'56" West 10.00 feet; thence North 89°30'04" West 30.29 feet; thence North 44°30'04" West 6.11 feet; thence North 89°30'04" West 41.42 feet; thence northwesterly 14.92 feet along the arc of a 9.50 foot radius curve to the right, through a central angle of 90°00'00", (chord bears North 44°30'04" West 13.44 feet); thence North 00°29'56" East 12.19 feet; thence West 19.06 feet; thence North 19.36 feet; thence North 89°25'10" West 18.08 feet to the Point of Beginning.

Contains 20,227 Sq. Ft. (0.464 Ac.)

Basis of Bearing being South 89°34'03" East between the Southwest Corner and the South Quarter Corner of Section 31, Township 3 South, Range 1 West, Salt Lake Base and Meridian.