

WHEN RECORDED, RETURN TO:

Bennett Tueller Johnson & Deere
3165 East Millrock Drive, Ste 500
Salt Lake City, Utah 84121
Attn: Stephen M. Tumblin

Affects Parcel Nos.: 16-05-104-013;
16-06-276-005

MAINTENANCE EASEMENT AGREEMENT

THIS MAINTENANCE EASEMENT AGREEMENT (“**Agreement**”) is made effective as of September 10, 2024 (the “**Effective Date**”) by and among Central Multifamily GPRV Partners 38, L.L.C., a California limited liability company; Caputo Orange, LLC, a California limited liability company; WYYYLD, LLC, a California limited liability company (collectively, “**Grantor**”), and Wilbel, LLC, an Illinois limited liability company, and Gkass Company LLC, an Illinois limited liability company (collectively, “**Grantee**”). Grantor and Grantee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

A. Grantor, as tenants-in-common, owns those certain parcels of real property (collectively, the “**Burdened Parcel**”) located in Salt Lake County, Utah and more particularly described on the attached **Exhibit A**.

B. Grantee, as tenants-in-common, owns that certain parcel of real property (the “**Benefitted Parcel**”) located in Salt Lake County, Utah and more particularly described on the attached **Exhibit B**. The Burdened Parcel and Benefitted Parcel are sometimes referred to herein individually as a “**Parcel**” and collectively as the “**Parcels**.”

C. The Burdened Parcel is adjacent to the Benefitted Parcel.

D. Grantor desires to grant and Grantee desires to accept and receive certain easement rights over a portion of the Burdened Parcel for purposes of performing maintenance, repairs, construction, and landscaping on the Benefitted Parcel pursuant to the terms set forth below.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Grant of Easement**. Grantor hereby conveys and grants to Grantee a perpetual, non-exclusive easement (the “**Easement**”), appurtenant to and for the benefit of the Benefitted Parcel and in common with the Burdened Parcel, over, upon, and across that portion of the Burdened Parcel (the “**Easement Area**”) more particularly described in **Exhibit C** attached hereto and incorporated herein. The purposes of the Easement shall be limited to access to the Easement Area by Grantee and Grantee’s agents, invitees, licensees, employees, contractors, successors, and assigns (collectively, “**Permittees**”) in order to perform maintenance, repair, construction, and landscaping on the Benefitted Parcel at its or their sole cost and expense, subject to the terms and conditions set forth in this Agreement. No work or improvement to the Easement Area by Grantee or Grantee’s Permittees is permitted. No improvements

or barriers of any kind shall be constructed or maintained by Grantor on any portion of the Easement Area that would materially prevent or impair the use of the Easement by Grantee or Grantee's Permittees. No improvements or barriers of any kind shall be constructed or maintained by Grantee or Grantee's Permittees on any portion of the Easement Area. No parking of vehicles or staging of materials is permitted on the Easement Area by Grantee or Grantee's Permittees, except contemporaneously, and on a temporary basis, with Grantee's and Grantee's Permittees' use of the Easement; provided however, that such parking of vehicles or staging of materials shall not materially prevent or impair the free access and movement of pedestrian and vehicular traffic by Grantor or Grantor's agents, invitees, licensees, employees, contractors, successors, and assigns on and across the Easement Area. Grantee shall be responsible, at Grantee's sole cost and expense, to repair and restore any portion of the Burdened Parcel (and any and all improvements now or hereafter located thereon) that may be damaged in connection with any entry upon or activities on or about the Easement Area by Grantee or Grantee's Permittees, excluding ordinary and reasonable wear and tear. The Easement shall not be construed to grant Grantee, Grantee's Permittees or any tenant of Grantee a right to access the parking lot located on the northern portion of the Benefitted Parcel, and the Easement Area shall not be used by Grantee, Grantee's Permittees, or any tenant of Grantee for access to or from the parking lot located on the northern portion of the Benefitted Parcel.

2. **Term.** The term of the Easement shall commence on the Effective Date and shall be perpetual.

3. **Insurance.** Before entering upon the Easement Area, and at all times during Grantee's use of the Easement, Grantee, at its sole cost and expense, shall obtain and maintain comprehensive general liability insurance with respect to the use of the Easement. The foregoing insurance shall cover claims for injury to person, loss of life and damage to property with policy limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) in the aggregate. Such insurance shall be obtained from a reputable insurance carrier licensed or authorized to do business in the State of Utah. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee. Such insurance policy shall name Grantor as an additional insured, and Grantee, upon written request from Grantor, shall provide Grantor with certificates of such insurance or other satisfactory written evidence of such insurance at any time during the term hereof.

4. **Indemnification.** Grantee shall indemnify, defend and hold Grantor harmless for, from and against any and all claims, damages, expenses (including, without limitation, reasonable attorney fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property to the extent resulting from (a) Grantee's or its Permittees' use of the Easement or exercise of the other rights granted in this Agreement, and (b) any entry upon or activities on or about the Easement Area by Grantee or Grantee's Permittees; provided that the foregoing shall not require Grantee to indemnify Grantor to the extent the relevant claim or other matter arose from the negligence or willful misconduct of Grantor or Grantor's breach of this Agreement. The indemnity provided herein is one of first defense and payment, not of reimbursement or surety and shall in no way be limited by or to the amount of insurance carried or required to be carried hereunder. The obligations of this section shall survive the termination of this Agreement.

5. **No Public Dedication.** The provisions of this Agreement are not intended to and do not constitute a dedication for public use of any portion of the Easement Area.

6. **Running of Benefits and Burdens; Appurtenances to Parcels.** All provisions of this Agreement, including the benefits and burdens stated and implied, touch, concern, shall run with, and are appurtenant to the land and title to the Parcels, and any future parcels created therefrom, and are binding upon and inure to the benefit of the successors and assigns of the Parties, including any person whose title is acquired by conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Any covenant, restriction, license and right-of-use created by this Agreement may not be transferred, assigned or encumbered except as an appurtenance to the Parcels. For the purposes of each such covenant, restriction, license and right-of-use, the Benefitted Parcel shall constitute the dominant estate and the Burdened Parcel shall constitute the servient estate.

7. **Default.** No default hereunder shall render the provisions of this Agreement unenforceable or otherwise affect the obligations of the Parties (but such limitation shall not affect any other right or remedy or limit any obligation that either Party may have under this Agreement by reason of any such default).

8. **Termination and Amendment.** This Agreement shall be perpetual in duration. This Agreement and any easement, covenant, license or restriction contained or referenced in this Agreement may not be terminated, extended, modified or amended without a written and recorded instrument executed by the Parties, their successors or assigns. Upon termination of this Agreement, subject to the contrary provisions of this Agreement, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Agreement subsequent to such termination shall terminate and have no further force or effect; provided, however, that the termination of this Agreement shall not limit or affect any remedy at law or in equity that either Party hereto may have against the other Party with respect to any liability or obligation arising or to be performed under this Agreement prior to the date of such termination.

9. **Enforcement and Attorney Fees.** In the event either Party fails to cure any violation of the terms of this Agreement, the non-defaulting Party shall have the right to injunctive relief, to require specific performance of this Agreement, to collect damages from the defaulting Party, and to take such actions as may be necessary in the non-defaulting Party's discretion to cure such violation and charge the defaulting Party with all reasonable costs and expenses incurred by the non-defaulting Party as a result of such violation (including, without limitation, the non-defaulting Party's reasonable attorneys' fees and related costs). All rights and remedies provided under this Agreement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the Party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful Party reasonable attorney fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

10. **No Waiver.** No waiver by any Party of any default under this Agreement shall be effective or binding on such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by Party to take action in respect to such default. No waiver of any default shall affect any other default or cover any other period of time other than any default and/or period of time specified in such waiver.

11. **Notices.** All notices, consents, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, addressed to the owner(s) of record of the applicable Parcel or its registered agent, and (a) delivered by any means if actually received; (b) delivered personally; or (c) sent by registered, certified mail, or

receipted overnight service (by a reputable overnight company), postage prepaid addressed to such owner(s) at the address shown for tax notices in the records of Salt Lake County.

12. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute one and the same document, with the same effect as if all parties had signed the same signature page.

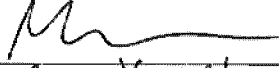
13. **Applicable Law; Construction.** This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:


Central Multifamily GPRV Partners 38, L.L.C.,
a California limited liability company

By: 
Name: Glen V. Welch, RA
Its: _____

Caputo Orange, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

WYYYLD, LLC,
a California limited liability company

By: 
Name: Claudine M. del Rosario
Its: _____

GRANTEE:

Wilbel, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

Gkass Company LLC,
an Illinois limited liability company

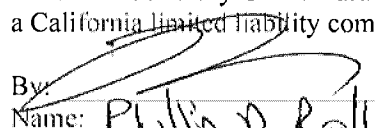
By: _____
Name: _____
Its: _____

[Acknowledgements on Following Pages]

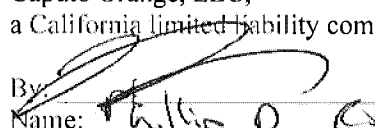
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

Central Multifamily GPRV Partners 38, L.L.C.,
a California limited liability company

By: 
Name: Philip D. Rolfe
Its: Managing Member

Caputo Orange, LLC,
a California limited liability company

By: 
Name: Philip D. Rolfe
Its: Managing Member

WYYYLD, LLC,
a California limited liability company

By: _____
Name: _____
Its: _____

GRANTEE:

Wilbel, LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

Gkass Company LLC,
an Illinois limited liability company

By: _____
Name: _____
Its: _____

[Acknowledgements on Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

Central Multifamily GPRV Partners 38, L.L.C.,
a California limited liability company

By: _____
Name: _____
Its: _____

Caputo Orange, LLC,
a California limited liability company


By: _____
Name: _____
Its: _____

WYYYLD, LLC,
a California limited liability company


By: _____
Name: _____
Its: _____

GRANTEE:

Wilbel, LLC,
an Illinois limited liability company

By: 
Name: Francis Campbell
Its: Manager

Gkass Company LLC,
an Illinois limited liability company

By: 
Name: Gary Kass
Its: MSR

[Acknowledgements on Following Pages]

ACKNOWLEDGMENT

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

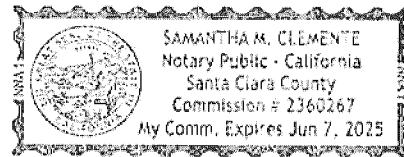
County of Santa Clara

On October 24th 2024 before me, Samantha Mclemente, notary public
(insert name and title of the officer)

personally appeared Claudine M. Del Rosario
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

[Handwritten Signature]

(Seal)

ACKNOWLEDGMENT

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 Santa Clara

On 11/22/24 before me, A Winslow, Notary Public
(Insert name and title of the officer)

personally appeared Glen Younkura
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 awiel (Seal)



ACKNOWLEDGMENT

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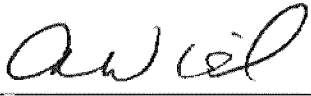
State of California
County of Santa Clara

On 11/25/24 before me, A Winslow, Notary public
(insert name and title of the officer)

personally appeared Phillip D. Rolla -
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)



ACKNOWLEDGMENT

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~~ Illinois ^(Not)
County of Cook

On 9/10/24 before me, Amanda Rose-Hamblin
(insert name and title of the officer)

personally appeared Francis Campisi
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

Amanda M Rose-Hamblin



(Seal)

ACKNOWLEDGMENT

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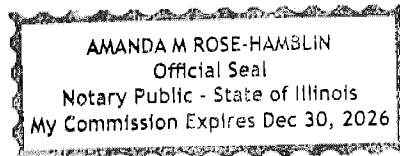
State of ~~California~~ Illinois *RED*
County of Cook)

On 9/10/24 before me, Amanda Rose-Hamblin
(insert name and title of the officer)

personally appeared Gary Kass
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

[Handwritten Signature]

(Seal)

Exhibit A

Legal Description of Burdened Parcel

A parcel of land situate in Block 53, Plat B, Salt Lake City Survey and the Northwest Quarter of Section 5, Township 1 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point on the north line of 200 South Street said point being South 89°58'19" West 74.25 feet from the Southeast Corner of Lot 2, Block 53, Plat B, Salt Lake City Survey, and running;

thence South 89°58'19" West 8.25 feet along the north line of said 200 South Street;
thence North 0°01'15" West 165.00 feet;
thence North 89°58'19" East 8.25 feet;
thence South 0°01'15" East 165.00 feet to the point of beginning.

AND

The land situated in the County of Salt Lake, State of Utah, and described as follows:

Beginning at a point 35.17 feet West of the Southeast corner of Lot 2, Block 53, Plat "B", Salt Lake City Survey and running North 165 feet; thence West 39.08 feet; thence South 165 feet; thence East 39.08 feet to the place of beginning.

Exhibit B

Legal Description of Benefitted Parcel (Tax ID: 16-06-276-005)

Beginning 10 feet East from the Southwest corner of Lot 2, Block 53, PLAT "B", Salt Lake City Survey, and running thence East 72.5 feet; thence North 9.0 Rods; thence West 72.5 feet; thence South 9.0 Rods to the point of beginning.

Exhibit C

Legal Description of the Easement Area

A parcel of land situate in Block 53, Plat B, Salt Lake City Survey and the Northwest Quarter of Section 5, Township 1 South, Range 1 East, Salt Lake Base and Meridian more particularly described as follows:

Beginning at a point on the north line of 200 South Street said point being South 89°58'19" West 73.50 feet from the Southeast Corner of Lot 2, Block 53, Plat B, Salt Lake City Survey, and running;

thence South 89°58'19" West 9.00 feet along the north line of said 200 South Street;

thence North 0°01'15" West 148.50 feet;

thence North 89°58'19" East 9.00 feet;

thence South 0°01'15" East 148.50 feet to the point of beginning.

Contains 1,336.50 square feet.