

WHEN RECORDED, RETURN TO:

Lafayette Circle, LLC.
5515 E. Redmont Circle
Mesa, Arizona 85215
Attn: Brent Stayner

PARKING AND ACCESS EASEMENT

9th **THIS PARKING AND ACCESS EASEMENT** (the "Easement") is dated this day of May, 2024 (the "Effective Date"), by and between **LAFAYETTE CIRCLE, LLC**, an Arizona limited liability company ("Grantor"), and **3633 NORTH 55th PLACE, LLC**, a Arizona limited liability company ("Grantee"). Grantor and Grantee may be individually referred to as an "Owner" or collectively as the "Owners".

RECITALS:

A. Grantor is the owner of that certain real property located at 5515 E. Redmont Circle, Mesa, Arizona, and legally described on Exhibit "A" attached hereto, the "Grantor Property").

B. Grantee is the owner of that certain real property located at 3633 North 55th Place, Mesa, Arizona, and legally described on Exhibit "B" attached hereto (the "Grantee Property").

C. Grantor wishes to grant to Grantee for the benefit of the Grantee Property rights to access and park on the Grantor Property as more specifically described herein.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor and Grantee agree as follows:

1. **Definitions.** As used in this Easement, the following terms shall have the meanings given below:

"Owner" shall mean and include each owner and holder of record fee simple title to any portion of the Grantor Property or Grantee Property.

"Occupant" shall mean and include each Owner, and any other person who, from time to time, shall be entitled to use or occupy all or any portion of the Grantor Property or Grantee Property under any lease, sublease, license, concession agreement or other instrument or arrangement under which such rights are acquired.

"Permittees" shall mean and include all Occupants and all customers, licensees, and other business invitees of Occupants;

2. Grant of Easements. Grantor hereby grants to Grantee, its tenants, licensees, permittees, successors and assigns a perpetual, non-exclusive easement for vehicular and pedestrian access and vehicular parking on, over, through and across that portion of the Grantor Property as depicted on Exhibit "C" attached hereto (the "Parking Easement Area"); and

3. Compliance with Laws and Regulations – Indemnification. Grantee shall indemnify, defend and hold harmless Grantor and its Occupants for, from and against all claims, demands, costs, liabilities, obligations, suits and any mechanics, materialmen's and/or laborer's liens which may be alleged, claimed or recorded against Grantor and/or its Occupants arising out of the use of or in any way relating to the Parking Easement Area by Grantee and its Permittees.

4. Maintenance. During the term of this Easement, Grantor shall, at its sole cost and expense, maintain the Grantor Property in good condition and repair.

5. Liability Insurance. Except as hereinafter provided, Grantee shall maintain or cause to be maintained commercial general liability insurance with broad form coverage insuring the Parking Easement Area against claims on account of bodily injury or death, and property damage or destruction that may arise from, or be related to the conduct of Grantee or its Permittees, or the condition, use or occupancy of the Parking Easement Area with limits of liability to be reasonably determined by Grantor and which such limits as are substantially similar to similarly situated properties or such greater or lesser amount as the parties may mutually agree and such insurance shall name Grantor and/or its Occupants as an additional insured. Such insurance requirements may be reasonably increased or decreased by Grantor over time to reflect commercially reasonable amounts. Grantee shall not be obligated to insure against the gross negligence or intentional misconduct of Grantor, or its Occupants or Permittees. Such insurance may be provided under (a) an individual policy specifically covering the Parking Easement Area, or (b) a blanket policy or policies which includes Grantee's other properties or other liabilities and/or locations of Grantee.

6. Reasonable Use of the Easements. The easements in this Easement shall be used and enjoyed by the Grantee and its Permittees in such a manner as to not unreasonably interfere with, obstruct or delay the conduct and business operations of the Grantor or its Occupants, or Permittees at any time conducted on the Grantor Property, including, without limitation, public access to and from said business and the delivery of merchandise in connection therewith.

7. Enforcement.

a. The covenants, easements, rights-of-way and conditions herein contained may be enforced by any Owner hereto, and any violation thereof may be restrained or enforced by any court of competent jurisdiction and/or damages may be awarded for any violation; provided, however, that nothing herein shall be construed as meaning that damage are an adequate remedy where equitable relief is sought.

b. In the event an Owner (the "**Defaulting Party**") fails to perform any obligation as required under this Easement, the other Owner (the "**Non-Defaulting Party**") shall

give the Defaulting Party not less than thirty (30) days written notice to cure the default. If the Defaulting Party fails to cure the default within (30) days the Non-Defaulting Party may terminate this Easement.

8. Partial Invalidity. If any provision or provisions hereof or the application thereof to any Owner or to any person or circumstances shall be held to be invalid, void or illegal, the remaining provisions hereof and the application of such provisions other than those as to which it is held to be invalid, void or illegal, shall nevertheless remain in full force and effect and not be affected thereby.

9. Notices. Any deliveries, notice or other communication required or permitted hereunder shall be sufficiently given if delivered in person or sent by facsimile or by registered or certified mail, postage prepaid, return receipt requested, addressed as set for the below or to such other address or number as shall be furnished in writing by any such Owner, and such delivery, notice or communication shall be deemed to have been given on the earliest of the date so delivered or sent by facsimile (if receipt is confirmed in writing) or three (3) days after such mailing. Any Owner may change its address by providing the notice to the other Owner at least ten (10) days in advance of such change.

Lafayette Circle:	Lafayette Circle, LLC 5515 E. Redmont Circle Mesa, Arizona 85215
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3633 North 55 th Place:	3633 North 55 th Place, LLC 3633 N. 55th Place Mesa, Arizona 85215
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10. Exhibits. The Exhibits attached to this Easement are incorporated herein by this reference.

11. Owners Not Partners. No provision hereof shall be deemed to constitute the Owners partners of one another or joint venturers of one another or in any way to obligate any Owner for the performance of any obligation of any other Owner no expressly assumed herein.

12. Successors; Assigns. All of the terms, covenants and conditions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, personal representatives, successors and assigns, it being the intent hereof that all of the covenants hereunder shall be "covenants running with the land" and, as such, shall run with and be binding upon the land.

13. Amendment. Any modification or amendment of this Easement shall require

the recording of an appropriate document in the Office of the Recorder for Maricopa County, Arizona, which document must be executed, acknowledged, and delivered by all of the Owners as of the date of such recording.

14. Captions. Captions and paragraph headings used in this Easement are for convenience of reference only, shall not be deemed to define, limit or alter any provision of this Easement, and shall not be deemed relevant in construing this Easement.

15. Governing Law. This Easement shall be governed by and construed in accordance with the laws of the State of Arizona.

16. Binding Effect. This Easement and the agreements contained herein shall inure to the benefit of and be binding upon the Grantor Property and the Grantee Property and their respective heirs, legal representatives, successors (including successors-in-title to all or any portion of the Grantor Property or the Grantee Property) and assigns, shall be appurtenant to the Grantor Property and Grantee Property, and shall run with the land which constitutes the Grantor Property and the Grantee Property.

17. No Public Dedication. Nothing contained in this Easement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public for any public purpose whatsoever it being the intention of the parties that this Easement will be strictly limited to and for the purposes expressed herein for the benefit of the parties.

18. Entire Agreement. This Easement, including the attached Exhibits, contains the entire agreement between the parties and all of the terms and conditions to which the parties have agreed with respect to the subject matter set forth herein, and supersedes all prior oral or written agreements or understandings concerning the subject matter set forth herein. Time is of the essence of this Easement.

19. Attorney's Fees. If litigation arises out of or in connection with this Easement, the prevailing party shall be entitled to recover its reasonable attorney's fees actually incurred (regardless of statutory presumption)

20. Duration: This easement will begin upon the execution by both the Grantor and Grantee and will remain in effect until either party terminates it with 30 days' prior written notice to the other party.

21. Counterparts. This Easement may be executed in two or more counterparts, each of which shall be deemed an original, and all such counterparts shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Parking and Access Easement as of the date set forth above.

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR PROPERTY

PARCEL 1:

Lot 9, RED MOUNTAIN COMMERCE CENTER, according to Book 694 of Maps, page 18, and Affidavit of Correction recorded in Document No. 2007-1101733, records of Maricopa County, Arizona.

PARCEL 2:

Lot 8, RED MOUNTAIN COMMERCE CENTER, according to Book 694 of Maps, page 18, and Affidavit of Correction recorded in Document No. 2007-1101733, records of Maricopa County, Arizona.

PARCEL 3:

Lot 10A, "Lot Combination/Record of Survey for Lots 10 & 11 Red Mountain Commerce Center, according to Book 694 of Maps, Page 18, and Affidavit of Correction recorded in Document No. 2007-1101733 and Affidavit of Change recorded in Document No. 2008-0889034, records of Maricopa County, Arizona", according to Book 1054 of Maps, Page 1, records of Maricopa County, Arizona.

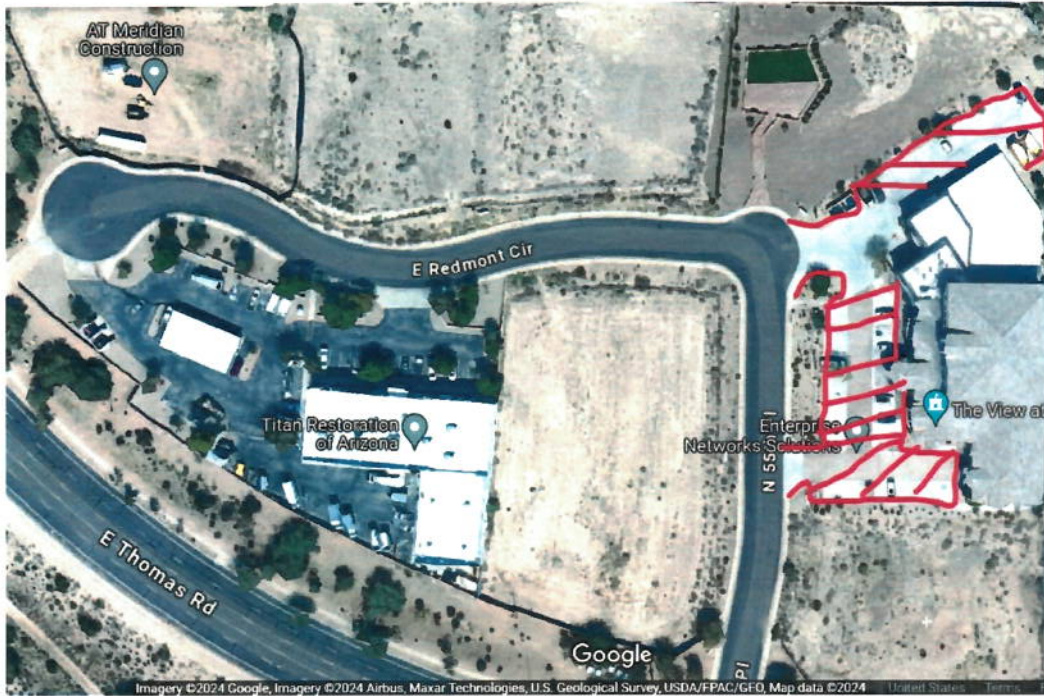
EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE PROPERTY

Lot 6, of RED MOUNTAIN COMMERCE CENTER, according to Book 694 of Maps, page 18, and Affidavit of Correction in Recording No. 2007-1101733, records of Maricopa County, Arizona.

EXHIBIT "C"

DEPICTION OF PARKING EASEMENT



3633 N. 55th Place LLC



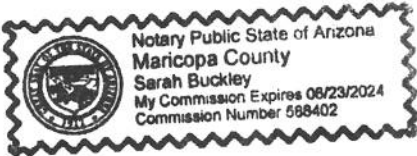
LAFAYETTE CIRCLE, LLC

The foregoing instrument was acknowledged before me this 14TH day of May, 2024, by Russell Palmer, the Manager of Lafayette Circle, LLC, an Arizona limited liability company.

Sarah Buckley
Notary Public

My Commission Expires:

6/23/24



STATE OF ARIZONA)
) ss
County of Maricopa)

The foregoing instrument was acknowledged before me this 9TH day of May, 2024, by Larry L. Potthoff, the manager of 3633 North 55th Place, LLC, an Arizona limited liability company.

Karyn Neal
Notary Public

My Commission Expires:

Dec. 07, 2025

