

Thomas Title & Escrow

Prepared by and
Upon Recordation Return to:

Procopio, Cory, Hargreaves & Savitch LLP
8355 East Hartford Drive, Suite 207
Scottsdale, Arizona 85255
Attn: Andrew Yocopis

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EASEMENT AGREEMENT

This EASEMENT AGREEMENT is made as of the 8th day of May, 2023,
by **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), in favor of
UNBOUND PHASE I PROPERTY OWNER, LLC, a Delaware limited liability company ("Grantee").

GRANT AND AGREEMENT:

A. Grantor is the owner of certain real property in Maricopa County, State of Arizona, described in **Exhibit A**, attached hereto and made a part hereof ("Grantor Parcel").

B. Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by Grantee, the receipt of which is hereby acknowledged, grants to Grantee, its successors, legal representatives and assigns, a NON-EXCLUSIVE EASEMENT across, on, over, under and upon that certain real property in Maricopa County, State of Arizona, described in **Exhibit B**, attached hereto and made a part hereof ("Easement Area"), for the construction, operation, use, maintenance, renewal, repair, reconstruction, and if needed, removal of utility lines for water, wastewater, storm drain, gas, electrical, communications, or other underground utility services ("Facilities"), including any appurtenances required for the operation and use of the Facilities only, together with the right of ingress and egress to and from the Easement Area over those portions of the Grantor Parcel designated therefor by Grantor for the purpose of exercising the rights herein granted.

B. RESERVING, however, unto Grantor, its successors, legal representatives and assigns, the right of Grantor, its successors, legal representatives and assigns, to use of the Easement Area for any purpose not inconsistent with the use by Grantee, its successors, legal representatives and assigns, of the Easement Area for the purposes herein defined.

C. The grant of the Easement is also limited to such rights as Grantor may have in the Easement Area and is granted without warranty, express or implied. No damages shall be recoverable from Grantor because of any dispossession of Grantee or because of failure of, or defect in, Grantor's title to the Easement Area.

D. The Facilities, when constructed, shall comply with, as applicable, the current American Railway Engineering and Maintenance Association (AREMA) Manual for Railway Engineering, the current published issue of the American National Standards Institute's (ANSI's) National Electrical Safety Code (NESC), Federal Pipeline Safety Regulations, and all rules and regulations promulgated by federal, state and local governing authorities (the "Standards"). The Facilities shall be maintained by Grantee in accordance with the Standards applicable to such Facilities when they were originally constructed.

E. Prior to Grantee or any of its employees, agents or contractors entering upon the Easement Area or any portion of the Grantor Parcel pursuant to the terms of this Easement Agreement, Grantor shall require any entity requiring entry to: (i) execute Grantor's then-current form of Contractor Right of Entry Agreement ("CROE"), (ii) obtain all insurance required in the CROE, and (iii) give advance notice to Grantor as required in the CROE. Under no circumstances will a person be allowed on the Easement Area or any portion of the Grantor Parcel without first satisfying the requirements set forth in this Section and the CROE.

F. TO THE EXTENT IT MAY LAWFULLY DO SO, GRANTEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS AFFILIATES, THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS (THE "GRANTOR INDEMNITEES"), AGAINST AND FROM ANY AND ALL LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES), WHICH MAY RESULT FROM PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY WHATSOEVER, WHEN SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE, IS DIRECTLY CAUSED BY THE EXERCISE BY GRANTEE OF ANY OF THE EASEMENT RIGHTS HEREIN GRANTED, EXCEPT TO THE EXTENT SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH GRANTOR INDEMNITEES.

G. TO THE EXTENT IT MAY LAWFULLY DO SO, GRANTOR AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTEE AND ITS AFFILIATES, THEIR OFFICERS, AGENTS, EMPLOYEES, SUCCESSORS OR ASSIGNS (THE "GRANTEE INDEMNITEES"), AGAINST AND FROM ANY AND ALL LIABILITY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY), DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL OR PUNITIVE DAMAGES), CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, COSTS AND EXPENSES OF WHATSOEVER NATURE (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES), WHICH MAY RESULT FROM PERSONAL INJURY TO OR DEATH OF PERSONS WHOMSOEVER, OR DAMAGE TO OR LOSS OR DESTRUCTION OF PROPERTY WHATSOEVER, WHEN SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE, IS DIRECTLY CAUSED BY NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR (WHICH, FOR THE AVOIDANCE OF DOUBT, SHALL IN NO EVENT INCLUDE ANY DAMAGE OR LOSS RESULTING FROM THE NORMAL OPERATION OF GRANTOR'S RAIL LINE AND APPURTENANCES RELATED THERETO), EXCEPT TO THE EXTENT SUCH PERSONAL INJURY, DEATH, LOSS, DESTRUCTION OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH GRANTEE INDEMNITEES.

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EXECUTED as of the 5th day of May, 2023.

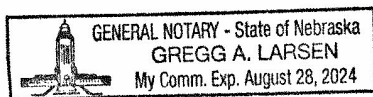
GRANTOR:

Union Pacific Railroad Company,
a Delaware corporation

By: Chris D. Goble
Name: CHRIS D. GOBLE
Title: Assistant Vice President - Real Estate

THE STATE OF Nebraska §
§
COUNTY OF Douglas §

This instrument was acknowledged before me on this the 5th day of May, 2023, by Chris D. Goble, the AUP-RE of Union Pacific RR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it on behalf of the Grantor.



Gregg A. Larsen
Notary Public in and for
the State of Nebraska

Gregg A Larsen
Printed Name of Notary Public

My Commission Expires: Aug 28, 2024

GRANTEE:

Unbound Phase I Property Owner, LLC,
a Delaware limited liability company

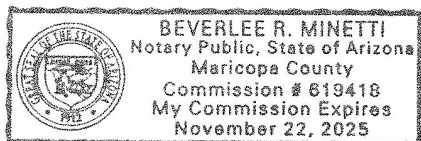
By: *William A. Cundiff*

Name: William A. Cundiff

Its: Vice President

THE STATE OF Arizona §
§
COUNTY OF Maricopa §

On this 4th day of May, 2023, before me a Notary Public personally appeared William A. Cundiff, the Vice President of Unbound Phase I Property Owner, LLC, a Delaware limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument and acknowledged that he (she or they) executed it on behalf of the company.



Beverlee R Minetti
Notary Public in and for
the State of Arizona

Beverlee R Minetti
Printed Name of Notary Public

My Commission Expires: November 22, 2025

EXHIBIT A**DESCRIPTION OF GRANTOR PARCEL**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN A PORTION OF THE NORTH HALF OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP 2 FEET BELOW THE SURFACE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5, BEING A 2 INCH ALUMINUM CAP STAMPED 'LS 32778' ON SOSSAMAN ROAD BEARS NORTH 89°29'18" WEST 2637.96 FEET, AND THE NORTHEAST CORNER OF SAID SECTION 5, BEING A 3 INCH GENERAL LAND OFFICE BRASS CAP, BEARS SOUTH 89°29'44" EAST 2637.96 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 5 SOUTH 89°29'44" EAST 659.52 FEET TO A FOUND 1/2 INCH REBAR WITH CAP STAMPED "RLS 31020";

THENCE DEPARTING SAID NORTH LINE SOUTH 00°39'23" EAST 199.00 FEET;

THENCE NORTH 89°29'36" WEST 659.47 FEET TO THE NORTH-SOUTH MID-SECTION LINE OF SAID SECTION 5;

THENCE NORTH 89°29'23" WEST 1,582.74 FEET;

THENCE SOUTH 01°08'32" EAST 6.49 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 01°08'32" EAST 674.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 69°21'09" AN ARC DISTANCE OF 816.42 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 89°40'43" EAST 10.60 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS SOUTH 70°11'40" EAST 664.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°54'51" AN ARC DISTANCE OF 149.77 FEET TO A NON-TANGENT LINE;

THENCE SOUTH 05°46'23" WEST 41.12 FEET;

THENCE SOUTH 05°14'33" WEST 159.48 FEET;

THENCE SOUTH 05°48'33" WEST 46.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 83°06'31" WEST 864.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 18°56'58" AN ARC DISTANCE OF 285.91 FEET TO A POINT ON THE NORTH LINE OF THAT PROPERTY REFERRED TO AS "REVISED STONELAKE PARCEL" IN DOCUMENT 2022-0844736, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID NORTH LINE OF "REVISED STONELAKE PARCEL" NORTH 89°36'55" WEST 193.36 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF SOSSAMAN ROAD, AS SHOWN ON DOCUMENT 2001-0366205, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG SAID EAST RIGHT OF WAY LINE NORTH 00°45'00" WEST 1,326.93 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5;

THENCE ALONG SAID NORTH LINE SOUTH 89°29'18" EAST 2,540.93 FEET TO THE POINT OF BEGINNING.

EXHIBIT B**DESCRIPTION OF EASEMENT AREA****SOUTHERN UTILITY EASEMENT:**

A PORTION OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 5, BEING A 3 INCH BRASS CAP IN HANDHOLE IN THE INTERSECTION OF PECOS AND SOSSAMAN ROAD, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 5 BEING AN ALUMINUM CAP STAMPED "RLS 32778" BEARS NORTH 00°45'00" WEST 2654.28 FEET;

THENCE ALONG THE WEST LINE OF THE NORTHWEST CORNER OF SAID SECTION 5 NORTH 00°45'00" WEST 1327.14 FEET;

THENCE DEPARTING SAID WEST LINE 97.02 FEET TO THE EAST RIGHT OF WAY LINE OF SOSSAMAN ROAD AS SHOWN ON DOCUMENT 2022-0844736, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING THE SOUTHWEST CORNER OF PARCEL II (UNION PACIFIC) AS SHOWN ON SAID DOCUMENT AND BEING THE **POINT OF BEGINNING** OF HEREIN DESCRIBED EASEMENT;

THENCE ALONG SAID RIGHT OF WAY LINE NORTH 00°45'00" WEST 25.00 FEET;

THENCE DEPARTING SAID RIGHT OF WAY LINE SOUTH 89°36'55" EAST 205.27 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, WHOSE RADIUS POINT BEARS NORTH 65°58'51" WEST 864.49 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°49'18" AN ARC DISTANCE OF 27.48 FEET TO THE MOST SOUTHEASTERLY POINT OF SAID PARCEL II (UNION PACIFIC);

THENCE ALONG THE SOUTH LINE OF SAID PARCEL II (UNION PACIFIC) NORTH 89°36'55" WEST 193.36 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 4,985 SQ.FT. OR 0.1144 ACRES, MORE OR LESS.

211209 SOUTHERN PU EASEMENT APN 304-61-006F.DWG