

Easement Maintenance Agreement

This Easement Maintenance Agreement is entered into this 7th day of November, 2013 by and between Tesla Motors, Inc., a Delaware corporation (Tesla), SM Mesa Mall, LLC, a Delaware limited liability company (Mesa Mall), and the City of Grand Junction, a Colorado home rule municipality (City).

RECITALS

WHEREAS, the City is the beneficiary of an easement on, along, over, under, through and across land owned by Mesa Mall in the State of Colorado, County of Mesa for the purpose of installation, operation, maintenance, repair and replacement of the City's storm water facilities, which is recorded at Book 4386, Page 640, Reception No. 2371824, in the land records of the Mesa County Clerk and Recorder (Easement).

WHEREAS, Tesla is seeking land use approval from the City for electric vehicle charging facilities consisting of six charging stations, transformers, conduit trenches, cabinets, panels, switchgear assemblies, curbing, concrete pad, fencing, signage, landscaping and parking, located in the parking lot area of Mesa Mall located at 2434 Highway 6 & 50, Grand Junction, Colorado (Charging Facilities).

WHEREAS, Tesla's use of the area is pursuant to a lease agreement with Mesa Mall.

WHEREAS, some of the proposed Charging Facilities encroach into the Easement area.

WHEREAS, the Parties desire to set forth the conditions under which encroachment into the City's Easement area will be allowed.


NOW THEREFORE the Parties hereto agree as follows:

1. Encroaching facilities include three of the six charging stations, a conduit trench, curbing, shrubs and elevated concrete pad (Encroaching Facilities). No other Charging Facilities may encroach into the Easement area.
2. Parking and normal surfacing such as at-grade concrete, asphalt, rock or grass are not considered encroachments as they do not unreasonably interfere with the purposes of the Easement.
3. Locations of the encroachments are shown on Exhibit A.

4. Encroaching Facilities are placed at the sole risk of Tesla Motors, Inc. In the event that the City's operation, maintenance, repair, replacement or installation of storm water facilities in the Easement cause damage to or require removal of the Encroaching Facilities, the City shall not be responsible or obligated to Tesla, Inc. or to Mesa Mall in any way, including but not limited to repair, replacement or compensation for damages or losses of any kind. Normal at-grade surfacing will be restored by the City following such activities.
5. No structures, facilities or improvements not specifically reference herein or depicted in Exhibit A shall be placed in the easement area.
6. The Parties acknowledge that each party has valuable and sufficient consideration for the agreements contained herein, the receipt of which is hereby acknowledged.

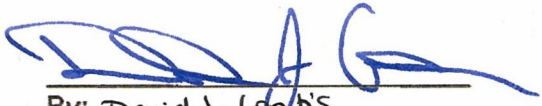
SIGNED:

Tesla Motors, Inc.,
a Delaware corporation:



Kevin Kassekert
Director of Supercharger Deployment

SM Mesa Mall, LLC
a Delaware limited liability company



By: David J. Lohris
Title: Senior Executive Vice President -
President Simon Malls

City of Grand Junction,
a Colorado home rule municipality:



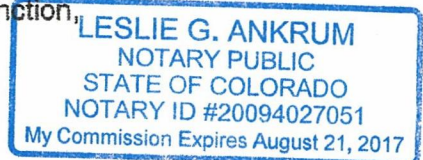
Tim Moore
Deputy City Manager

State of Colorado)
) ss.
County of Mesa)

The foregoing instrument was acknowledged before me this 19th day of November, 2013 by Tim Moore, Deputy City Manager, City of Grand Junction, Colorado.

My commission expires 8/21/2017.

Witness my hand and official seal.

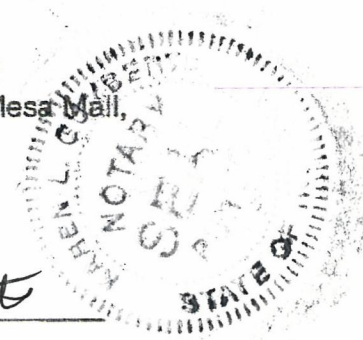


Leslie G. Ankrum
Notary Public

State of INDIANA)
) ss.
County of MARION)

The foregoing instrument was acknowledged before me this 18th day of November, 2013 by David J. Lottis, as SEVP-President Simon Malls, SM Mesa Mail, LLC.

My commission expires Karen L. Gumberts
State of Indiana Notary Public
Resident of Hancock County
Witness my hand and official seal 12/6/2014



Karen L. Gumberts
Notary Public

State of CALIFORNIA)
) ss.
County of SANTA CLARA)

The foregoing instrument was acknowledged before me this 7 day of November, 2013 by Kevin Kassekert, as Director of Supercharger Deployment for Tesla Motors, Inc.

My commission expires MAY 16 2017.

Witness my hand and official seal.

Arielle Eva Bosch
Notary Public

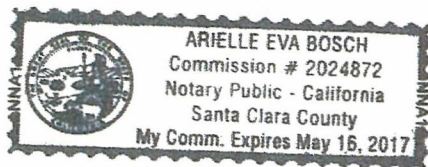


EXHIBIT A
(2 pages)



3300 DEER CREEK RD
PALO ALTO, CA 94354
(650) 841-5089



18150 GRANDVIEW DRIVE
OVERLAND PARK, KS 66210
(913) 458-2000

PROJECT NO: 170056
DRAWN BY: JIC
CHECKED BY: MDG

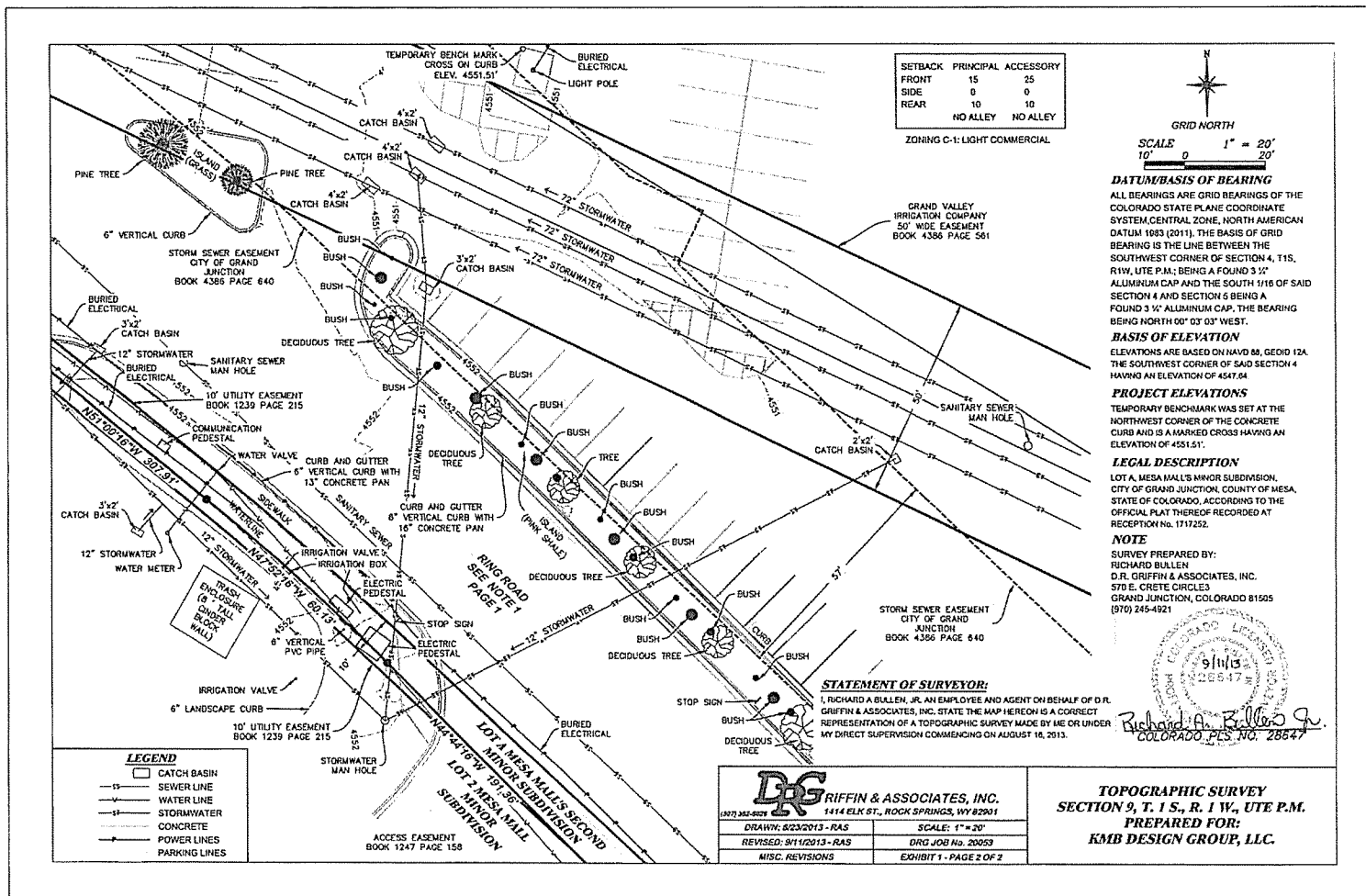
REV	DATE	DESCRIPTION
1	11/09/13	ISSUED FOR CONSTRUCTION
2	10/16/13	ISSUED FOR CONSTRUCTION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

CO003 GRAND JUNCTION GRAND JUNCTION
2434 U.S. 6 & 50
GRAND JUNCTION, CO 81505

SHEET TITLE
PROPERTY SURVEY

SHEET NUMBER
PS-2



FOR REFERENCE ONLY

PROPERTY SURVEY

NO SCALE