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11/25/2009 01:03 PM \$25.00  
Book - 9783 Pg - 581-588  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DENNIS K POOLE  
4543 S 700 E STE.200  
MURRAY UT 84107  
BY: ZJM, DEPUTY - WI 8 P.

When Recorded, Mail To:

Dennis K. Poole, Esq.  
POOLE & ASSOCIATES, L.C.  
4543 South 700 East, Suite 200  
Salt Lake City, Utah 84107

Space above for County Recorder's Use

Affects Parcel Nos. 15-01-106-003,  
15-01-106-006, and  
15-01-102-008

### ACCESS EASEMENT

**GARY FREE** and **JAMES McQUEEN**, individuals, and **TOWNE STORAGE GATEWAY, LLC**, a Utah limited liability company, as GRANTOR, of Salt Lake County, State of Utah, hereby grants, bargains, sells, and conveys to **LIBERTY GATEWAY PROPERTIES, L.C.**, a Utah limited liability company, as to an undivided 87.5% interest; **SCOT C. SAFFORD**, an individual, as to an undivided 2.5% interest; and **JOHN H. HELM**, an individual, as to an undivided 10% interest, of Salt Lake County, State of Utah, as GRANTEE, for the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, an non-exclusive easement for vehicular and pedestrian ingress and egress, upon, under and over the following described property located in Salt Lake County, State of Utah, more particularly described as follows (herein the "Easement Area"), to wit:

A part of Lot 1 and Lot 8, Block 81, Plat "A", Salt Lake City Survey:

Beginning at a point South 89°55'24" West 16.40 feet along the South line of Block 81 from the Southeast Corner of said Block 81. Running thence South 89°55'24" West 20.00 feet along the South Line of said Block 81 and 100 South Street; thence North 47.77 feet; thence Northwesterly along the arc of a 593.33 foot radius curve to the left 151.85 feet (Center bears South 62°48'38" West, CA = 14°49'05", LC bears North 34°31'16" West 151.44 feet) to the South Line of Lot 102, Gateway West Subdivision and running thence two (2) courses along said South line of said Subdivision as follows: South 89°58'42" East 26.52 feet and Southeasterly along the arc of a 613.33 foot radius curve the right 144.14 feet (LC bears South 33°28'00" West 143.81 feet); thence South 52.53 feet to the point of beginning.

for the benefit of the real property described upon Exhibit "A" attached hereto ("Grantee's Property") and incorporated herein by reference, and which use is limited to emergency access and the maintenance, repair and replacement of equipment purposes, incidental to the construction, maintenance, reconstruction, occupancy and use of a multi-family residential project upon Grantee's Property, excluding however any use by tenants or guests of such multi-family residential project, to have and to hold the same unto said Grantee and their successors and assigns.

Grantor shall be responsible for (i) maintaining the Easement Area in reasonably good order, repair and condition (provided, however, that nothing herein shall preclude Grantee from asserting that Grantor is responsible to reimburse Grantee for the acts and/or omissions of Grantor that may be the cause of any needed repairs or replacement), (ii) maintaining adequate liability and property insurance coverage for the Easement Area, and (iii) paying all property taxes and assessments attributable to the Easement Area.

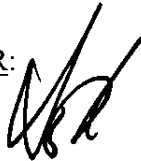
Grantee shall indemnify and hold Grantor harmless from and against any liability, losses, damages, suits, claims, demands, costs and expenses, of whatsoever kind and nature, including court costs and attorneys fees, for injury to or death of persons whomsoever, or damage to or loss or destruction of any property whatsoever, whether real or personal, arising out of or in connection with the actual use of the Easement Area by Grantee or its authorized agents. Grantee shall further indemnify and hold Grantor harmless from and against any and all liability, claims, suits, demands and proceedings, and all costs and expenses incurred by Grantor in connection therewith, including court costs and attorneys fees, arising out of or resulting from any failure on the part of Grantee to perform its obligations under this Grant of Easement.

Grantor shall indemnify and hold Grantee harmless from and against any liability, losses, damages, suits, claims, demands, costs and expenses, of whatsoever kind and nature, including court costs and attorneys fees, for injury to or death of persons whomsoever, or damage to or loss or destruction of any property whatsoever, whether real or personal, arising out of or in connection with the construction, operation, maintenance, or reconstruction of any improvements upon the Easement Area, or any part thereof, excluding however, damage or loss which may occur as a result of the use of the Easement Area by Grantee or its authorized Agents. Grantor shall further indemnify and hold Grantee harmless from and against any and all liability, claims, suits, demands and proceedings, and all costs and expenses incurred by Grantee in connection therewith, including court costs and attorneys fees, arising out of or resulting from any failure on the part of Grantor to perform its obligations under this Grant of Easement.

This Grant of Easement shall run with the Easement Area and Grantee's Property and shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and representatives, as the case may be.

IN WITNESS WHEREOF, the parties have executed this Grant of Easement as of the 26<sup>th</sup> day of October, 2009.

GRANTOR:

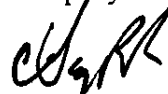


\_\_\_\_\_  
GARY FREE

  
\_\_\_\_\_  
JAMES McQUEEN

TOWNE STORAGE GATEWAY, LLC, a Utah limited liability company

By:




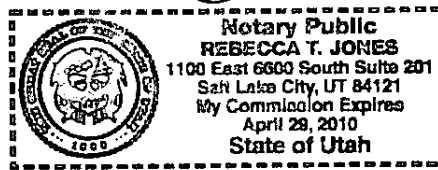
Name: Gary R. Pines

Title: managing partner

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )


On this 20 day of October, 2009, personally appeared before me GARY FREE, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

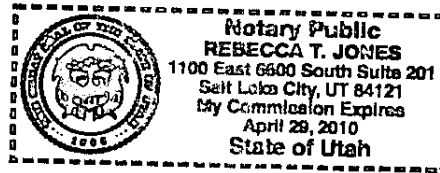
  
NOTARY PUBLIC



STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )


On this 20 day of October, 2009, personally appeared before me JAMES McQUEEN, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

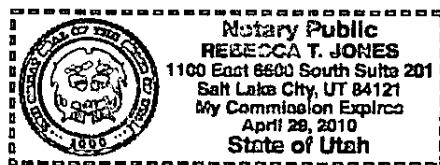
  
NOTARY PUBLIC



STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 20 day of October, 2009, personally appeared before me Gary R. Free, who being by me duly sworn, did say that he is the managing partner of TOWNE STORAGE GATEWAY, LLC, a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and that limited liability company executed the same.

  
NOTARY PUBLIC





STATE OF UTAH            )  
                                      :SS  
COUNTY OF SALT LAKE )

On this \_\_\_\_\_ day of October, 2009, personally appeared before me JOHN H. HELM, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

\_\_\_\_\_  
NOTARY PUBLIC

*See Attachment*



**EXHIBIT "A"**

Lot 102, GATEWAY WEST SUBDIVISION, according to the official plat thereof, filed in Book "2007P" of Plats, at Page 402 of the Official Records of the Salt Lake County Recorder.

EXCEPTING THEREFROM all minerals and mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including without limiting the generality of the foregoing, oil and gas and rights thereto, as reserved by UNION PACIFIC RAILROAD COMPANY, its successors and assigns, in that certain Quitclaim Deed recorded January 27, 1995 as Entry No. 6012315, in Book 7093, at Page 1253 of the Official Records of the Salt Lake County Recorder, and in that certain Special Warranty Deed recorded June 26, 2002 as Entry No. 8275726, in Book 8613, at Page 2965 of the Official Records of the Salt Lake County Recorder.

Tax Parcel ID 15-01-102-008

State of California )  
County of SAN FRANCISCO )

### CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

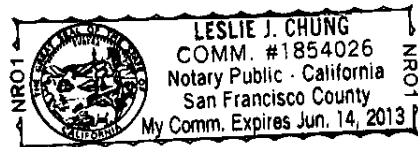
On November 3, 2009 before me, Leslie Chung, Notary Public  
(here insert name and title of the officer)

personally appeared John H. Helm

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)

#### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of ACCESS EASEMENT

containing 7 pages, and dated Oct. 2009.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:

Page #                      Entry #

Notary contact:

##### Other

Additional Signer(s)     Signer(s) Thumbprint(s)