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Book - 9783 Pg - 589-599  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
DENNIS K POOLE  
4543 S 700 E STE.200  
MURRAY UT 84107  
BY: ZJM, DEPUTY - WI 11 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

### GRANT OF EASEMENT

**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 (collectively "Grantor"), of Salt Lake County, Utah, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grant to **GARY FREE** and **JAMES McQUEEN**, individuals, and **TOWNE STORAGE GATEWAY, LLC**, a Utah limited liability company, (collectively "Grantee") of Salt Lake County, Utah, a perpetual easement for the installation, repair, and maintenance of automated parking equipment and a gate (the "Parking Equipment"), on a strip of Grantor's land more particularly described in Exhibit "A" attached hereto (the "Easement Area"), for the benefit of that certain real property of Grantee located in Salt Lake County, Utah, more particularly described in Exhibit "B" attached hereto (the "Benefitted Property"), subject to the terms, covenants, conditions and restrictions hereinafter set forth.

Installation, operation, maintenance, repair and replacement of the Parking Equipment shall be performed by Grantee at Grantee's sole cost and expense, and shall be done in such a manner so as not to damage, destroy, harm, injure or otherwise adversely affect Grantor's use of its real property, as more fully described in Exhibit "C" attached hereto (the "Liberty Gateway Property"); provided, however, Grantor acknowledges that the "Surface" of the Easement Area (defined to include subsurface areas reasonably necessary to support surface improvements not exceeding three (3) feet in depth, and collectively referred to as the "Surface") shall be used in connection with the installation, maintenance, repair and replacement of the Parking Equipment.

Grantor shall have and maintain the exclusive right to occupy and use the real property below the Surface in the Easement Area, provided, however, that Grantor's use of the real property below the Surface shall not unreasonably interfere with the easement granted to Grantee. Grantee shall be responsible for (i) maintaining the Surface of 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.

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 construction, operation, maintenance, or reconstruction of the Parking Equipment, or any part thereof. 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 be responsible for (i) maintaining any improvements it makes below the Surface of the Easement Area (including any improvements) in reasonably good order, repair and condition, (ii) maintaining adequate liability and property insurance coverage for the land and improvements below the Surface of the Easement Area (provided, however, that nothing herein shall preclude Grantor from asserting that Grantee is responsible to reimburse Grantor for the acts and/or omissions of Grantee that may be the cause of any needed repairs or replacements), and (iii) paying all property taxes and assessments attributable to Grantor's real property located within the Easement Area.

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 land below the Surface of the Easement Area, or any part thereof, excluding however, damage or loss which may occur during the periods of construction or maintenance conducted by Grantee to improve or maintain the Parking Equipment. 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 the Benefitted 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.

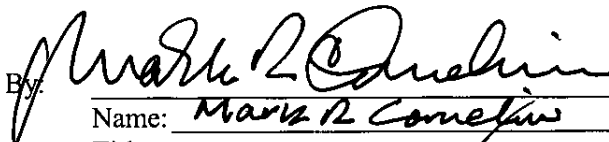
*[Remainder of page intentionally left blank.]*

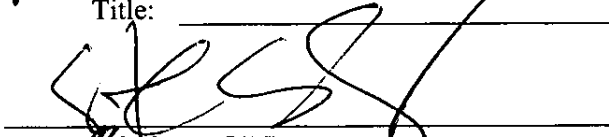
IN WITNESS WHEREOF, the parties have executed this Grant of Easement as of the 26<sup>th</sup> day of October, 2009.

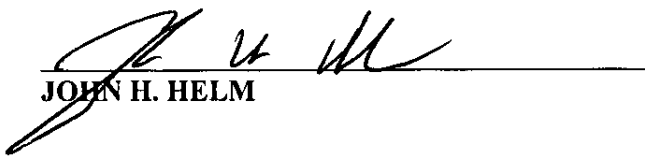
GRANTOR:

**LIBERTY GATEWAY PROPERTIES, L.C.**, a Utah limited liability company

By its Manager, **Cowboy Partners, L.C.**, a Utah limited liability company

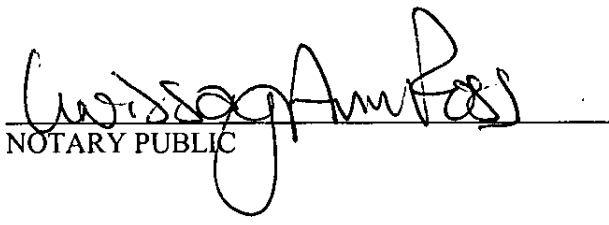
By:   
Name: Mark R. Cornelius  
Title: \_\_\_\_\_

  
SCOTT C. SAFFORD

  
JOHN H. HELM

STATE OF UTAH                    )  
  ):SS  
COUNTY OF SALT LAKE        )

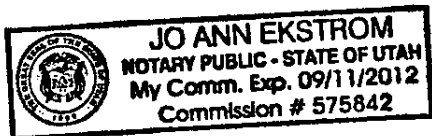
On this 23 day of ~~October~~ <sup>November</sup> 2009, personally appeared before me Mark Cornelius, who being by me duly sworn, did say that he is the V. President of Cowboy Partners, L.C., a Utah limited liability company, which is the Manager of LIBERTY GATEWAY PROPERTIES, L.C., a Utah limited liability company, and that the foregoing instrument was signed in behalf of said limited liability company and that limited liability company executed the same.

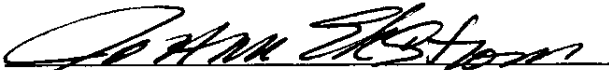
  
NOTARY PUBLIC

Notary Public  
**LINDSAY ANN ROSS**  
4543 South 700 East, Suite 200  
Salt Lake City, Utah 84107  
My Commission Expires  
October 5, 2010  
State of Utah

STATE OF UTAH            )  
                                      :SS  
COUNTY OF SALT LAKE )

On this 5 day of ~~October~~ <sup>November</sup>, 2009, personally appeared before me SCOT C. SAFFORD, 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 \_\_\_\_\_ 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 A Attached*

GRANTEE:

*[Handwritten Signature]*

GARY FREE

*[Handwritten Signature]*  
JAMES McQUEEN

TOWNE STORAGE GATEWAY, LLC, a Utah  
limited liability company

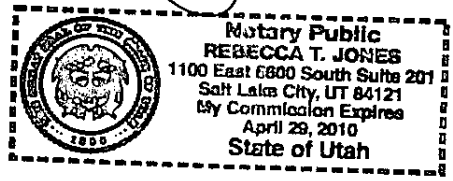
By: *[Handwritten Signature]*  
Name: Gary R Free  
Title: managing partner

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 16 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.

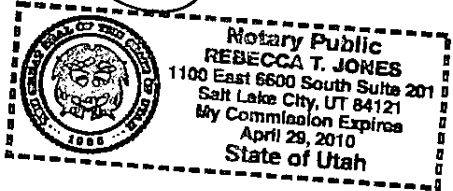
*[Handwritten Signature]*  
NOTARY PUBLIC

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )



On this 16 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.

*[Handwritten Signature]*  
NOTARY PUBLIC

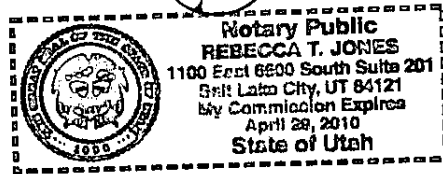


Y:\DKP\CowboyGateway2\Grant of Easement.wpd

STATE OF UTAH )  
 )  
 ) :SS  
 )  
COUNTY OF SALT LAKE )

On this 16 day of October, 2009, personally appeared before me Guy K. Frecc  
Rebecca T. Jones, 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.

Rebecca T. Jones  
NOTARY PUBLIC



AGREEMENT AND CONSENT OF LIENHOLDER:

ZIONS FIRST NATIONAL BANK, as the holder of one or more liens affecting the above-referenced Easement Area evidenced by the following:

- (i) Deed of Trust and Fixture Filing recorded in the offices of the Salt Lake County Recorder February 6, 2008, as Entry No. 10341667, in Book 9567, beginning at Page 2232

hereby agrees and consents to the subordination of its lien(s) to the grant of easement as set forth above.

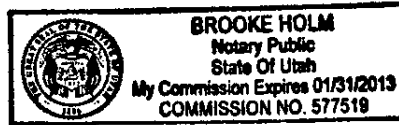
Dated this 20 day of <sup>November</sup>~~October~~, 2009.

ZIONS FIRST NATIONAL BANK

By: \_\_\_\_\_

Its: VICE PRESIDENT

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )



On this 20 day of October, 2009, before me personally appeared Lee Dial, who acknowledged himself to be the vice President of ZIONS FIRST NATIONAL BANK, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself as such officer.

Brooke Holm  
NOTARY PUBLIC

**EXHIBIT A**  
**EASEMENT AREA**

Towne Storage Encroachment Easement

A part of Lot 1 Block 81, Plat "A", Salt Lake City Survey and Lot 102, Gateway West Subdivision according to the official plat thereof:

Beginning at the Southeast corner of said Lot 102 and running thence Northwesterly along the arc of a 613.33 foot radius curve to the left 36.37 feet (LC bears North 24°47'30" West 36.36 feet) along the Southerly line of said Lot 102; thence North 88°18'44" East 15.29 feet along an existing fence to the East line of said Lot 102; thence South 00°04'01" West 33.46 feet along said East line to the point of beginning.



## EXHIBIT B

### BENEFITTED PROPERTY DESCRIPTION

#### Parcel 1:

Beginning at a point on the South line of Block 81, Plat "A", Salt Lake City Survey, said point being South 89°55'24" West a distance of 30.00 feet from the Southeast corner of said Block 81; thence South 89°55'24" West a distance of 163.50 feet; thence North 00°04'01" East a distance of 172.75 feet; thence South 89°58'42" East a distance of 97.60 feet to a point on a 613.33 foot radius non-tangent curve; thence along said curve to the right (center bears South 49°48'03" West) through a central angle of 13°39'20" a distance of 146.18 feet; thence South 57°53'40" West a distance of 19.96 feet; thence South 30°45'17" East a distance of 4.57 feet; thence South 00°04'36" East a distance of 36.17 feet to the point of beginning.

Parcel No. 15-10-106-006

#### Parcel 2:

An irregular shaped parcel of land situate in the Northeast quarter of Section 2, Township 1 South, Range 1 West of the Salt Lake Meridian, Salt Lake County, Utah, said parcel being more particularly described as follows:

Beginning at the Southeast corner of Block 81, Plat "A" Salt Lake City Survey; thence North 00°04'12" East, along the East line of said Block 81 a distance of 17.06 feet, more or less, to a point in a curve, concave Southwesterly, having a radius of 613.33 feet and a chord bearing North 24°48'36" West 37.06 feet, more or less; thence Northwesterly along said curve a distance of 37.07 feet, more or less, to the most Easterly corner of that certain parcel of land as heretofore conveyed to GEORGE A. FORDSHAM by UNION PACIFIC RAILROAD COMPANY by Quit Claim Deed dated NOVEMBER 16, 1994 thence South 57°53'40" West, along the Southerly line of said conveyed parcel a distance of 19.94 feet; thence South 30°45'17" East, a distance of 4.80 feet to an angle point; thence South 00°04'12" West, a distance of 36.01 feet to a point in the South line of aforesaid Block 81; thence North 89°55'55" East, along said South line a distance of 30.01 feet to the point of beginning.

Parcel No. 15-01-106-003

## **EXHIBIT C**

### **LIBERTY GATEWAY PROPERTY DESCRIPTION**

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

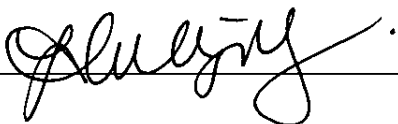
On Nov 3, 2009 before me, Leslie Chung, Notary Public  
(here insert name and title of the officer)

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 Grant of Easement

containing 10 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)

\_\_\_\_\_