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11/25/2013 1:18:00 PM \$22.00
Book - 10194 Pg - 9516-9522
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED RETURN TO:

The Last Holdout, L.L.C.
7677 Lincoln Street
Midvale, UT 84047

Affects Parcel I.D. No. 26-25-100-032

F 85503A

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Agreement") is made effective as of this 22 day of November, 2013, by and between STORAGE INVESTMENT ANTHEM, L.L.C., a Utah limited liability company, with an address of 6150 South Redwood Road, Suite 150, in Taylorsville, Utah 84123 and ANTHEM STORAGE, L.L.C., a Utah limited liability company, with an address of 6150 South Redwood Road, Suite 150, in Taylorsville, Utah 84123 (collectively "Anthem Storage"), by assignment from FORT HERRIMAN CROSSING, L.L.C. ("Fort Herriman"), in favor of THE LAST HOLDOUT, L.L.C., a Utah limited liability company, with an address is 7677 Lincoln Street in Midvale, Utah 84047 ("Last Holdout").

RECITALS:

WHEREAS, Last Holdout sold and conveyed certain real property located in Salt Lake County, Utah to Fort Herriman's assignees, Anthem Storage, immediately prior to the execution of this Agreement (the "Anthem Storage Property"); and

WHEREAS, Last Holdout is the owner of certain real property located in Salt Lake County, Utah, which is contiguous to the Anthem Storage Property (the "Last Holdout Property"); and

WHEREAS, the parties desire that an easement be granted in favor of Last Holdout across a portion of the Anthem Storage Property in order to provide Last Holdout with ingress and egress to, from and across said Last Holdout Property (which is currently being farmed by Last Holdout).

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Anthem Storage (and any of its assignors, assignees, and successors) hereby grants and conveys to Last Holdout a perpetual, nonexclusive easement (the "Easement") across that portion of the Anthem Storage Property described in Exhibit "A" hereto and depicted on the map attached hereto as Exhibit "B" (the "Easement Property"). The Easement hereby granted is for the benefit of the Last Holdout Property, including any successors and assigns of Last Holdout, for pedestrian, vehicular, farming, automotive and any other access to and from the Last Holdout Property, including for transportation of farm

equipment to and from the Last Holdout Property, subject to the conditions of use set forth herein.

2. Term. The Easement granted by this Agreement shall run with the land of the Anthem Storage Property and shall be effective and binding on the parties upon the execution of this Agreement and shall be perpetual in term and shall remain as a burden on and against the Anthem Storage Property for the benefit of the Last Holdout Property, according to the terms and subject to the conditions hereof. The parties recognize that Fort Herriman is Anthem Storage's predecessor in interest regarding certain rights of the Buyer under the terms of a Purchase and Sale Agreement dated May 7, 2007, as amended (the "Contract"). Upon the timely purchase by Fort Herriman of the east parcel and south parcel of the Last Holdout Property by Fort Herriman, the Easement granted under this Agreement shall be terminated.

3. Cooperation. The parties hereto agree to cooperate in the execution of any other documents reasonably requested to evidence and carry out the terms of this Agreement.

4. Easement is Non-Exclusive. The Easement granted by this Agreement is non-exclusive and does not preclude Anthem Storage or its successors or assigns in interest from using the Easement Property or the Anthem Storage Property for any purpose, so long as such use does not interfere with or in any way restrict the use of the Easement Property by Last Holdout as hereby granted.

5. No Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of the Easement Property or the Anthem Storage Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purpose expressed herein.

6. Notices. All notices, statements, demands, approvals, or other communications to be given with regard to this Agreement will be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid. If mailed, the notice will be deemed to have been given 48 hours after the date of mailing. The address of the parties to which such notices are to be sent will be those of which the other party or parties actually receive notice, and until further notice are as follows:

If to Anthem Storage: Anthem Storage, L.L.C.
Storage Investment Anthem, L.L.C.
Attn: Douglas C. Young
6150 South Redwood Road, Suite 150
Taylorsville, Utah 84123

If to Last Holdout: The Last Holdout, L.L.C.
Attn: David S. Bastian
7677 Lincoln Street
Midvale, UT 84047

With a copy to:

Daniel W. Anderson, Esq.
Anderson Law
500 N. Marketplace Drive, Suite 240
Centerville, Utah 84014

7. Severability. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

8. Successors and Assigns. This Agreement and the Easement granted herein shall run with the Anthem Storage Property and the Last Holdout Property, and shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, representatives, agents, successors, assigns, heirs and all persons claiming by, through or under them. Any reference made herein to Anthem Storage, Fort Herriman or Last Holdout is intended to refer also to any of their respective transferees, managers, members, successors and assigns, and all persons claiming by, through or under them.

9. Authority and Ownership. The parties hereto warrant and represent to each other that they are the record owners of their respective properties, including the Easement Property, and that each has absolute authority to enter into this Agreement. Anthem Storage further warrants, represents and assures Last Holdout that there are no liens, encumbrances, mortgages or deeds of trust against the Easement Property which, if foreclosed, would extinguish the Easement herein granted.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the date first above given.

ANTHEM STORAGE, L.L.C.,
a Utah limited liability company

By: 

Douglas C. Young

Its: Manager

STORAGE INVESTMENT ANTHEM, L.L.C.,
a Utah limited liability company

By: 

Douglas C. Young

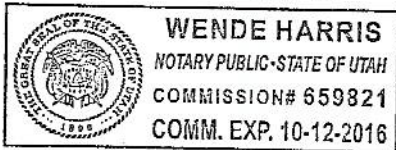
Its: Manager

THE LAST HOLDOUT, L.L.C.,
a Utah limited liability company

By: David S Bastian
David S. Bastian
Its: Manager

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

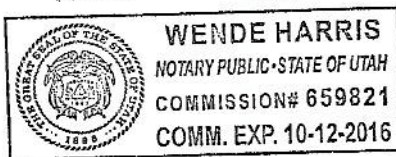
On this 27 day of November, 2013, personally appeared before me Douglas C. Young, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, acknowledged to me that he is the Manager of Anthem Storage, L.L.C., a Utah limited liability company, and that said company executed the foregoing instrument for its stated purpose.



Wende Harris
NOTARY PUBLIC

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

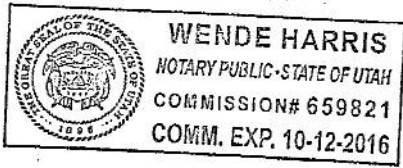
On this 27 day of November, 2013, personally appeared before me Douglas C. Young, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, acknowledged to me that he is the Manager of Storage Investment Anthem, L.L.C., a Utah limited liability company, and that said company executed the foregoing instrument for its stated purpose.



Wende Harris
NOTARY PUBLIC

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

On this 22 day of November, 2013, personally appeared before me David S. Bastian, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of The Last Holdout, L.L.C., a Utah limited liability company, and that said document was signed by him in behalf of said company, and said David S. Bastian acknowledged to me that said company executed the same.



Wende Harris
NOTARY PUBLIC

EXHIBIT "A"
(Easement Description)

(Beginning at a point on the Southerly Right-of-Way line of 11800 South Street, said point being South 89°53'31" East 1,405.49 feet along the Section Line and South 00°06'29" West 33.00 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running thence South 89°53'31" East 173.48 feet along the Southerly Right-of-Way Line of said 11800 South Street; thence Southwesterly 56.01 feet along the arc of a 25.00 foot radius curve to the left (center bears South 00°06'29" West and the chord bears South 25°55'20" West 45.01 feet with a central angle of 128°22'18"); thence South 38°15'49" East 1.06 feet; thence South 89°34'17" West 120.29 feet; thence North 38°15'49" West 23.91 feet; thence Northwesterly 30.67 feet along the arc of a 960.00 foot radius curve to the left (center bears South 51°44'11" West and the chord bears North 39°10'44" West 30.67 feet with a central angle of 01°49'49") to the point of beginning.

(Portion of Parcel ID No. 26-25-100-032)

EXHIBIT "B"
(Easement Map)

