

When Recorded, Mail To:
In Self Storage 7, LLC
6155 S. Main Street, #255
Aurora, CO 80016

12255414
4/7/2016 12:31:00 PM \$24.00
Book - 10419 Pg - 387-392
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

Order No. 5-091677

EASEMENT FOR SIGNAGE

This Easement is entered into this 4th day of April, 2016, by and between Tubroz LLC ("Tubroz") and In Self Storage 7, LLC ("Holder") and Hunt Enterprises, Inc. ("Hunt").

RECITALS

- A. Tubroz has agreed to sell to Holder certain real property ("Sold Parcel") located at 1656 W. Whitlock Avenue, West Valley City, Salt Lake County, State of Utah, which Sold Parcel is described as follows:

Beginning at a point that is South 00 deg. 06'10" East 507.21 feet (basis of bearing is the centerline of Redwood Road) and East 193.81 feet from the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being on the Northerly right of way line of Whitlock Avenue and being the Southwest corner of the herein described parcel; thence East a distance of 150.00 feet along said Whitlock Avenue; thence North 00 deg. 07'00" West, a distance of 506.69 feet along the East line of Lot 25 of Block 16, Chesterfield Subdivision and continuing along the East line of Lot 25 of Block 17 to the quarter line of Section 22; thence North 89 deg. 54'44" West along said sectional line and the South line of Red Oaks Village PUD, a distance of 150.00 feet; thence South 00 deg. 07'00" East along the West line of Lot 30, Block 17, Chesterfield Subdivision a distance of 242.97 feet to the Northerly line of Lot 41 of Block 16 of Chesterfield Subdivision; thence continuing South 00 deg. 07'00" East along said line, a distance of 8.64 feet; thence East a distance of 43.50 feet; thence South 00 deg. 07'00" East, a distance of 196.50 feet; thence West, a distance of 43.50 feet; thence South 00 deg. 07'00" East, a distance of 58.84 feet to the point of beginning.

Tax Parcel No. 15-22-402-051.

- B. Tubroz owns other property adjacent ("Remainder Parcel") to the Sold Parcel. The Remainder Parcel is subject to a lease in favor of Hunt. The Remainder Parcel is located at 2469 S. Redwood Road, in West Valley City, Salt Lake County, State of Utah, and is described as follows:

Beginning at a point that is South 00 deg. 06'10" East 210.26 feet (basis of bearing is the centerline of Redwood Road) and East 50.00 feet and South 00 deg. 06'10" East 33.00 feet from the center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being on the Easterly right of way line of Redwood Road and the Northerly line of Lot 40 of Block 16 of Chesterfield Subdivision and also being the Northwest corner of the herein described parcel: thence South 00 deg. 06'10" East a distance of 175.00 feet to the Lot line between Lots 33 and 34 of Chesterfield Subdivision Block 16; thence East a distance of 143.79 feet to the Westerly line of Lot 30, Block 16 of Chesterfield Subdivision;

thence South 00 deg. 07'00" East along said Lot line a distance of 30.11 feet; thence East, a distance of 43.50 feet; thence North 00 deg. 07'00" West a distance of 196.50 feet; thence West a distance of 43.50 feet; thence North 00 deg. 07'00" East 8.64 feet; thence West a distance of 143.75 feet to the point of beginning.

Tax Parcel No. 15-22-402-052.

- C. To advertise for services provided on the Sold Parcel and Remainder Parcel, Tubroz constructed a sign ("Sign") on the Remainder Parcel.
- D. Holder desires to acquire a perpetual, non-exclusive easement for use of the sign jointly with Hunt. The easement premises are located on the Remainder Parcel and is described on Exhibit "A" attached hereto and by this reference made a part hereof ("Easement Premises").
- E. This document is entered into to memorialize the agreement of the parties regarding the Sign and Easement.

NOW THEREFORE, in consideration of the truth of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Grant of Easement; Easement Rights. Tubroz hereby grants and conveys to Holder the following rights in the Easement Premises:

- A. A perpetual, non-exclusive easement to use the Sign for advertising of storage facilities on the Sold Parcel.
- B. The right of ingress and egress for vehicular and pedestrian traffic over the necessary portion of the Remainder Parcel for the purposes of maintenance, repair and replacement of the Sign on the Easement Premises.
- C. At Holder's sole expense, the right to maintain and repair and replace the Sign and any utilities necessary to operate the Sign. In the event a replacement of the sign becomes necessary, prior written approval from all parties shall be required, such approval not to be unreasonably withheld. Prior written approval shall only be required in the event the proposed replacement sign is materially different than the original sign at the time of recording of this Easement. The utilities include electrical and any other utility necessary to operate the Sign.
- D. The rights granted herein shall be appurtenant to the Sold Parcel and the Remainder Parcel.

2. Limitation on Use of Easement Premises. There are only two users of the Sign. While Holder uses the larger portion of the Sign, Holder acknowledges that Hunt uses the bottom part of the Sign. The parties agree that Tubroz and Hunt retain the right to use the bottom part of the Sign.

3. Maintenance. Tubroz and Hunt shall pay the monthly electrical bill. To pay its estimated share of this electrical expense, Holder shall pay a one time, lump sum of \$500.00 to Tubroz at closing. Such payment shall cover all future electrical charges to the Easement Premises for the use of the Sign. Holder shall bear the entire cost of maintaining and repairing and replacing the improvements on the Easement Premises, including the Sign. Holder's obligation to repair includes repairs caused by third parties not related to any of the parties in this Easement.

4. Damage. If any party associated with Hunt or Tubroz (employees, owners, customers, vendors, contractors, etc.) causes damage to the Easement Premises, that party shall be solely responsible to immediately and completely replace and repair and restore that portion of the Easement Premises it damaged. If any party associated with Holder (employees, owners, customers, vendors, contractors, etc.) causes damage to the Easement Premises, that party shall be solely responsible to immediately and completely replace and repair and restore that portion of the Easement Premises it damaged. Except for the Easement Premises, the parties acknowledge and agree that each party is solely responsible for maintaining his property held in fee simple. However, if the act of any unrelated third party causes damage to the Easement Premises or to the property outside the Easement Premises, then the Holder shall be solely responsible to immediately and completely repair and restore that portion of the property damaged.

5. Real Property Taxes. Tubroz and Hunt will pay all taxes assessed on the Remainder Parcel and related to the Sign. Holder will have no responsibility for these taxes.

6. Consent. Hunt hereby consents to this Easement and the terms contained herein.

7. Default. If any party does not perform its obligations under this Easement, the non-defaulting party shall be entitled to enforce, with or without litigation, this Easement and seek any remedy at law, in equity or under this Easement. Those remedies under the Easement include specific performance and reasonable attorney's fees and costs, including fees and costs incurred on appeal or in bankruptcy, to enforce this Easement.

8. Modification and Integration. This Easement shall not be amended or modified except in writing executed by all parties with an interest in the Easement Premises. This Easement represents a final understanding of the parties and all other agreements (oral or in writing), notes, memoranda, and negotiations are hereby merged herein.

9. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

10. Running of Benefits and Burdens. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Easement the day and year first above written.

TUBROZ, LLC

By 

Steven R. Hunt, Member

By 

Kendall S. Hunt, Member

HUNT ENTERPRISES, INC.

By *Kendall S. Hunt*
Kendall S. Hunt, President

IN SELF STORAGE 7, LLC
By: IN SELF STORAGE GP, LLC, its manager

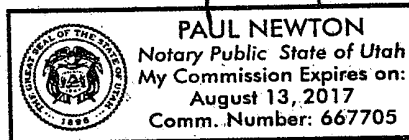
By *CR*
Christopher Ryan Oliver, Member

STATE OF UTAH)
COUNTY OF *Salt Lake*) ss.

The foregoing instrument was acknowledged this *7th* day of *April*, 2016, by Steven R. Hunt, a Member of Tubroz, LLC, a Utah limited liability company.

My Commission Expires:
8.13.17

Paul Newton
Notary Public
Residing at: *Mapleton, Utah*

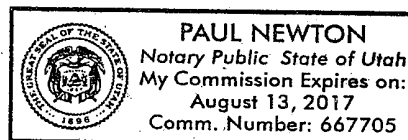


STATE OF UTAH)
COUNTY OF *Salt Lake*) ss.

The foregoing instrument was acknowledged this *7th* day of *April*, 2016, by Kendall S. Hunt, a Member of Tubroz, LLC, a Utah limited liability company and as President of Hunt Enterprises, Inc.

My Commission Expires:
8.13.17

Paul Newton
Notary Public
Residing at: *Mapleton, Utah*



STATE OF Colorado)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged this 4th day of April, 2016, by Christopher Ryan Oliver, the Member of In Self Storage GP, LLC, the manager of In Self Storage 7, LLC.

My Commission Expires:

August 30, 2017

Andrea K McHose
Notary Public
Residing at: Wells Fargo Bank

ANDREA K McHOSE
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20134054002
MY COMMISSION EXPIRES AUGUST 30, 2017

EXHIBIT "A"

(Electronic Reader Board Sign Easement Premises Description)

Beginning at a point that is South 0 deg. 07'07" East 210.26 feet and East 56.87 feet from the Center of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, said point of beginning being on the Southwest corner of a concrete slab; thence South 88 deg. 55'03" East 8.79 feet; thence North 0 deg. 58'31" East 2.53 feet; thence North 88 deg. 55'03" West 8.79 feet; thence South 0 deg. 58'31" West 2.53 feet to the point of beginning.

Affects Part of Tax Parcel No. 15-22-402-052.