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Book - 10419 Pg - 3836-3841
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 6 P.

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

Order No. 5-091677

RIGHT OF WAY FOR EGRESS ONLY

This Right of Way agreement is entered into this 7 day of April, 2016, by and between Tubroz LLC ("Tubroz") and In Self Storage 7, LLC ("Storage").

RECITALS

- A. Tubroz has agreed to sell to Storage 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 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. For semi trucks to depart the Remainder Parcel after depositing their loads at the warehouse dock, the semi trucks leave the Remainder Parcel in a Southerly direction through a gate ("Gate") near the West property line of the Sold Parcel and once through the Gate move in a Southerly direction through the Sold Parcel to Whitlock Avenue.
- D. Tubroz desires to reserve a perpetual, non-exclusive right of way for egress only through the Gate and Southwesterly portion of the Sold Parcel until it reaches Whitlock Avenue. The right of way premises are located in the Southwest section of the Sold Parcel and is described on Exhibit "A" attached hereto and by this reference made a part hereof ("Premises").
- E. This document is entered into to memorialize the agreement of the parties regarding this Right of Way.

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 Right of Way and Related Rights. Tubroz hereby reserves a right of way together with the following rights in the Premises:

- A. A perpetual, non-exclusive right of way for egress only over the Premises on an as needed basis for periodic access of semi-trucks and trailers for the benefit of Tubroz and persons claiming by, through, or under it who have an interest in the Remainder Parcel.
- B. The right of access over the Sold Parcel for the purposes of maintenance, repair and replacement of the Gate on the Premises.
- C. At Tubroz's sole expense, the right to maintain and repair and replace the Gate. In the event a replacement of the Gate 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 Gate is materially different than the original Gate at the time of recording of this Right of Way. An electronic gate shall not be installed without prior written approval from In Self Storage 7, LLC.
- D. The rights granted herein shall be appurtenant to the Remainder Parcel.

2. Limitation on Use of the Premises. The Gate is solely for use of the owner of the Remainder Parcel, and that owner's successors and assigns and tenants and any person related to and approved by the owner.

3. Maintenance. Tubroz shall bear the entire cost of maintaining and repairing and replacing the improvements on the Premises, including the Gate. Tubroz's obligation to repair includes repairs arising from damage caused by third parties not related to any of the parties in this Easement.

4. Damage. If any person associated with and claiming under Tubroz (employees, owners, tenants, customers, vendors, contractors, etc.) causes damage to the Premises, that party shall be solely responsible to immediately and completely replace and repair and restore that portion of the Premises it

damaged. If any person associated with Storage (employees, owners, customers, vendors, contractors, etc.) that causes damage to the Premises, that party shall be solely responsible to immediately and completely replace and repair and restore that portion of the Premises it damaged. Except for the 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 Premises or to the property outside the Premises, then Tubroz shall be solely responsible to immediately and completely repair and restore that portion of the property damaged.

5. Liability. Turboz shall indemnify and hold harmless Storage, from any claims or damages arising from the use of said right of way for egress from the Tubroz property, regardless of the party making a claim or whether or not that party had approval for use of the right of way.

6. Real Property Taxes. Turboz will pay all taxes assessed on the Remainder Parcel and any related to the Gate. Storage will have no responsibility for these taxes.

7. Consent. Storage hereby consents to this Right of Way and the terms contained herein.

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

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

10. Counterparts. This Right of Way 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.

11. Running of Benefits and Burdens. All provisions of this Right of Way, 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 Right of Way the day and year first above written.

TUBROZ, LLC

By 

Steven R. Hunt, Member

By 

Kendall S. Hunt, Member

IN SELF STORAGE 7, LLC
By: In Self Storage GP, LLC, its manager

By _____
Christopher Ryan Oliver, Member

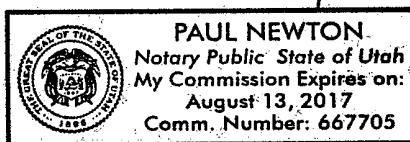
STATE OF UTAH)
COUNTY OF Salt Lake) ss.

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



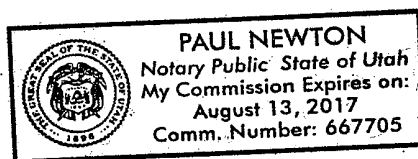
STATE OF UTAH)
COUNTY OF Salt Lake) ss.

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.

My Commission Expires:

8.13.17

Paul Newton
Notary Public
Residing at: Mapleton, Utah



STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged this _____ day of _____, 2016, by Christopher Ryan Oliver, a member of In Self Storage GP, LLC, the manager of In Self Storage 7, LLC.

My Commission Expires:

Notary Public
Residing at: _____

IN SELF STORAGE 7, LLC
By: In Self Storage GP, LLC, its manager

By *[Signature]*
Christopher Ryan Oliver, Member

STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged this ____ day of _____, 2016, by Steven R. Hunt, a Member of Tubroz, LLC, a Utah limited liability company.

My Commission Expires:

Notary Public
Residing at: _____

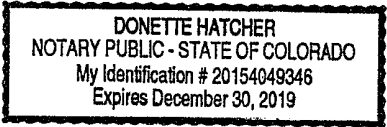
STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged this ____ day of _____, 2016, by Kendall S. Hunt, a Member of Tubroz, LLC, a Utah limited liability company.

My Commission Expires:

Notary Public
Residing at: _____

STATE OF CO)
) ss.
COUNTY OF Arapahoe)



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

My Commission Expires:

12-30-2019
[Signature]
Notary Public
Residing at: 5750 S Ulster Cir E
Greenwood Village Co 80111

EXHIBIT "A"

(Description of Right of Way Premises)

Beginning at a point that is South 0 deg. 06'10" East 507.21 feet (basis of bearing is Centerline of Redwood Road) and East 218.81 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 a twenty (20) foot wide right of way for egress only; and running thence East 20.00 feet; thence North 0 deg. 07'00" West 59.8 feet to a gate; thence West 20.00 feet; thence South 0 deg. 07'00" East 59.8 feet to the point of beginning.

Less and excepting any portion lying within the boundaries of the curb, gutter and landscaped areas.

Affects Part of Tax Parcel No. 15-22-402-051.