

WHEN RECORDED, MAIL TO:

AA Alpine Self Storage—West Valley City, LLC
3330 South 5600 West
West Valley City, UT 84120
122729- BHP

13703228
6/29/2021 11:09:00 AM \$40.00
Book - 11198 Pg - 4314-4323
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 10 P.

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into this 11th day of March, 2021, by and between AA Alpine Self Storage—West Valley City, LLC, a Utah limited liability company ("AA Alpine"), and Camp Six Lakes LLC, a Utah limited liability company ("Camp Six").

RECITALS

WHEREAS, AA Alpine is the owner of the real property known as Lot 5 and legally described on Exhibit "A" attached hereto (the "AA Lot"), which is located adjacent to real property owned by Camp Six and known as Parcel 4 and legally described on Exhibit "B" (the "Camp Six Parcel").

WHEREAS, Camp Six needs space for a permanent dumpster enclosure ("Dumpster Enclosure"), and AA Alpine is willing to allow Camp Six to locate the Dumpster Enclosure on the AA Lot in the location depicted on Exhibit "C" ("Dumpster Location").

WHEREAS, subject to the terms and conditions hereof, AA Alpine is willing to grant Camp Six an access easement over and across the AA Lot to access and use the Dumpster Enclosure on the AA Lot in the Dumpster Location ("Dumpster Access Easement").

WHEREAS, AA Alpine needs space for additional permanent curb, gutter, and landscaping, which will include shrubs, grass, and sprinklers (collectively "Landscaping"), and Camp Six is willing to allow AA Alpine to locate the Landscaping on the Camp Six Parcel in the location depicted on Exhibit "D" ("Landscape Area").

WHEREAS, subject to the terms and conditions hereof, Camp Six is willing to grant AA Alpine access to the Camp Six Parcel to install, construct and maintain the Landscaping on the Camp Six Parcel in the Landscape Area ("Landscaping Access Easement").

WHEREAS, the parties intend that this Agreement shall run with the land and establish the respective rights and liabilities of the parties and their assigns and transferees with regard to the Dumpster Access Easement, Landscaping Access Easement, and the other matters set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated into this Agreement as a part of the agreement between AA Alpine and Camp Six set forth herein and may be used in the interpretation of this Agreement.

2. Dumpster Enclosure Construction and Maintenance. AA Alpine shall design and

construct the Dumpster Enclosure within the Dumpster Location, at its own cost. At its own cost, Camp
ACCOMMODATION RECORDING ONLY.
COTTONWOOD TITLE INSURANCE AGENCY,
INC. MAKES NO REPRESENTATION AS TO
CONDITION OF TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR EFFECTS OF DOCUMENT.

Six shall maintain the Dumpster Enclosure and the area immediately surrounding the Dumpster Location in good and orderly repair.

3. Landscaping Construction and Maintenance. In exchange for a one-time payment of \$19,000, Camp Six grants AA Alpine the right to construct and maintain the Landscaping within the Landscape Area, at the sole cost of AA Alpine. The parties will mutually agree upon the design, construction materials, and dates of completion of the Landscaping (“Landscaping Plans”), and AA Alpine shall not deviate in any material way from the Landscaping Plans without the prior written consent of Camp Six, which consent shall not be unreasonably withheld. At its own cost, AA Alpine shall maintain the Landscaping and the area immediately surrounding the Landscaping in good and orderly repair.

4. Grant of Permanent Dumpster Access Easement.

(a) AA Alpine hereby grants to Camp Six an irrevocable non-exclusive, easement for ingress and egress over the AA Lot to access and maintain the Dumpster Enclosure and Dumpster Area.

(b) The easement herein granted to Camp Six shall be appurtenant to the Camp Six Parcel and a burden upon the AA Lot, and all lessees and licensees of the Camp Six Parcel shall be entitled to utilize the Dumpster Area for the purposes herein described.

(c) AA Alpine shall not erect or cause to be erected any barriers or improvements on the Dumpster Access Easement area that would interfere with reasonable access by Camp Six and its permitted users, as described above, to the Dumpster Area; provided, however, AA Alpine, after written notice to Camp Six, may from time to time erect a barrier for such limited period of time as shall be necessary, in AA Alpine’s reasonable opinion, to prevent any acquisition by the public of rights to or ownership of the easement rights created herein.

5. Grant of Permanent Landscaping Easement.

(a) Camp Six hereby grants to AA Alpine an irrevocable non-exclusive, right-of-way easement for ingress, egress, and access to the Landscaping Access Easement for the installation and maintenance of the Landscaping and, from, and between the AA Lot and Landscaping Area.

(b) The easement herein granted to AA Alpine shall be appurtenant to the AA Lot and a burden upon the Camp Six Parcel and Landscaping Access Easement area, and all lessees, visitors, guests, invitees, and licensees to the AA Lot shall be entitled to utilize the Landscaping Access Easement area for the purposes herein described.

(c) Camp Six shall not erect or cause to be erected any barriers or improvements on the Landscaping Access Easement area that would interfere with reasonable access by AA Alpine and its permitted users, as described above, to the Landscaping Access Easement area; provided, however, Camp Six, after written notice to AA Alpine, may from time to time erect a barrier for such limited period of time as shall be necessary, in Camp Six’s reasonable opinion, to prevent any acquisition by the public of rights to or ownership of the easement rights created herein.

6. Insurance. AA Alpine and Camp Six shall carry such insurance as each deems appropriate with respect to its property, the Dumpster Access Easement, and Landscaping Access Easement, and the effect of this Agreement.

7. Liabilities and Obligations. Except as hereinafter specifically provided, the obligations and liabilities of Camp Six, AA Alpine, and any successor owners hereunder shall apply only to obligations and liabilities that arise while such entity is an owner and each of such entities shall be released from any further obligations or liabilities with respect to any portion of the AA Lot or the Camp Six Parcel upon any transfer by it of such portion of the AA Lot or the Camp Six Parcel, as applicable.

8. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given, or served when (a) personally delivered against receipted copy; (b) mailed by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by recognized overnight express delivery service; to the parties at the following addresses:

Camp Six: Camp Six Lakes LLC
 Attn: David Nelson
 380 E. Main St. Bldg. B, 2nd Floor
 Midway, Utah 84049

AA Alpine: AA Alpine Self Storage—West Valley City, LLC
 Attn: Carrie Ludloff
 74 East 500 South
 American Fork, Utah 84003

All notices so mailed shall be deemed received seventy-two (72) hours after deposit in the United States mail, and notices sent by overnight express delivery service shall be deemed received on the next business day. Either party may change its address for the purposes of this Section by giving five (5) days prior written notice of such change to all other parties in the manner provided in this Section.

9. Time of Essence. Time is of the essence of this Agreement and of each and every provision hereof.

10. Applicable Law. This Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah.

11. Attorneys' Fees. In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including but not limited to, the reasonable attorneys' fees of the prevailing party.

12. Waiver. The waiver of, or failure to enforce, any breach of or violation of any of the foregoing obligations or easements shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of, the particular obligation violated or any of the obligations hereunder; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of this Agreement or any of the provisions hereinabove set forth. The foregoing shall apply regardless of whether or not any party has knowledge of the breach or violation.

13. Severability. The invalidation of any one of the provisions of this Agreement by judgment, order, or decree of a court of competent jurisdiction shall not affect any of the other restrictions, easements, covenants, or any part hereof, and the same shall remain in full force and effect.

14. Binding Effect; Covenants Running with the Land. Subject to the limitations set forth in Section 7 above, the provisions of this Agreement shall inure to the benefit of and be binding upon the

parties hereto and their successors and assigns. In addition, the covenants set forth in this Agreement shall be covenants running with the land and each of the Parcels/Lots.

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in this Agreement and may be amended only by recording, in the office of the Recorder of Salt Lake County, Utah, an instrument in writing reciting such amendment, bearing the acknowledged signatures of all parties herein.

16. Term. The foregoing restrictions, covenants, liens, easements, and rights of way shall be perpetual.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized individuals as of the day and year first above written.

By: Camp Six Lakes LLC, a Utah limited liability company

By: David M Nelson
Name: David m Nelson
Its: Manager

AA Alpine Self Storage—West Valley City, LLC, a Utah limited liability company

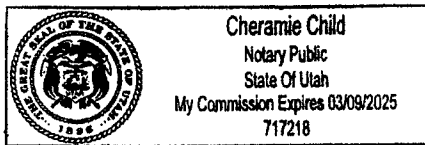
By: _____
Name: _____
Title: _____

STATE OF UTAH)
County of Wasatch) ss.

This instrument was acknowledged before me on the 19 day of March, 2021, by David m Nelson, the manager of Camp Six Lakes LLC, a Utah limited liability company

Cheranie Child
Notary Public

My Commission Expires:
3-9-25



STATE OF UTAH)
County of _____) ss.

This instrument was acknowledged before me this ____ day of _____, 2021, by _____, in his capacity as the _____ of AA Alpine Self Storage—West Valley City, LLC, a Utah limited liability company.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized individuals as of the day and year first above written.

By: Camp Six Lakes LLC, a Utah limited liability company

By: _____
Name: _____
Its: _____

AA Alpine Self Storage—West Valley City, LLC, a Utah limited liability company

By: [Signature]
Name: Roman Frazier
Title: Member

STATE OF UTAH)
) ss.
County of _____)

This instrument was acknowledged before me on the _____ day of _____, 2021, by _____, the _____ of Camp Six Lakes LLC, a Utah limited liability company

Notary Public

My Commission Expires:

STATE OF UTAH)
) ss.
County of Utah)

This instrument was acknowledged before me this 23 day of March, 2021, by Roman Frazier, in his capacity as the Member of AA Alpine Self Storage—West Valley City, LLC, a Utah limited liability company.

[Signature]
Notary Public

My Commission Expires:
4/6/2024

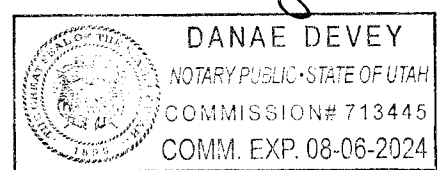


EXHIBIT "A"

AA Alpine Property Legal Description

AA Alpine Property—Lot 5

Lot 5 of the Mountain View Business Plaza

EXHIBIT "B"

Camp Six Property Legal Description

Camp Six Property—Parcel 4

PARCEL 4:

Beginning at a point which is North 00°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 00°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 00°09'50" East 139.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

A parcel of land in fee for the construction of the highway known as the Mountain View Corridor, being part of an entire tract of property situate in the Southeast quarter of the Southeast quarter of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Southeast corner of said entire tract in the existing Westerly right of way line of 5600 West Street (SR-172), said corner is 647.24 feet North 00°09'50" West along the section line and 53.00 feet South 89°50'10" West from the Southeast corner of said Section 26, said corner is also 53.00 feet perpendicularly distant Westerly from the 5600 West Street control line opposite approximate Engineer Station 5615+27.44 and running thence South 89°50'10" West 14.50 feet along the Southerly boundary line of said entire tract to a point that is 67.50 feet perpendicularly distant Westerly from said control line opposite approximate Engineer Station 5615+27.44; thence North 00°09'50" West 139.00 feet along a line parallel with said control line to the Northerly boundary line of said entire tract opposite approximate Engineer Station 5616+66.44; thence North 89°50'10" East 14.50 feet along said Northerly boundary line to the Northeast corner of said entire tract; thence South 00°09'50" East 139.00 feet along said Westerly right of way line to the point of beginning.

Exhibit "C"

Dumpster Location

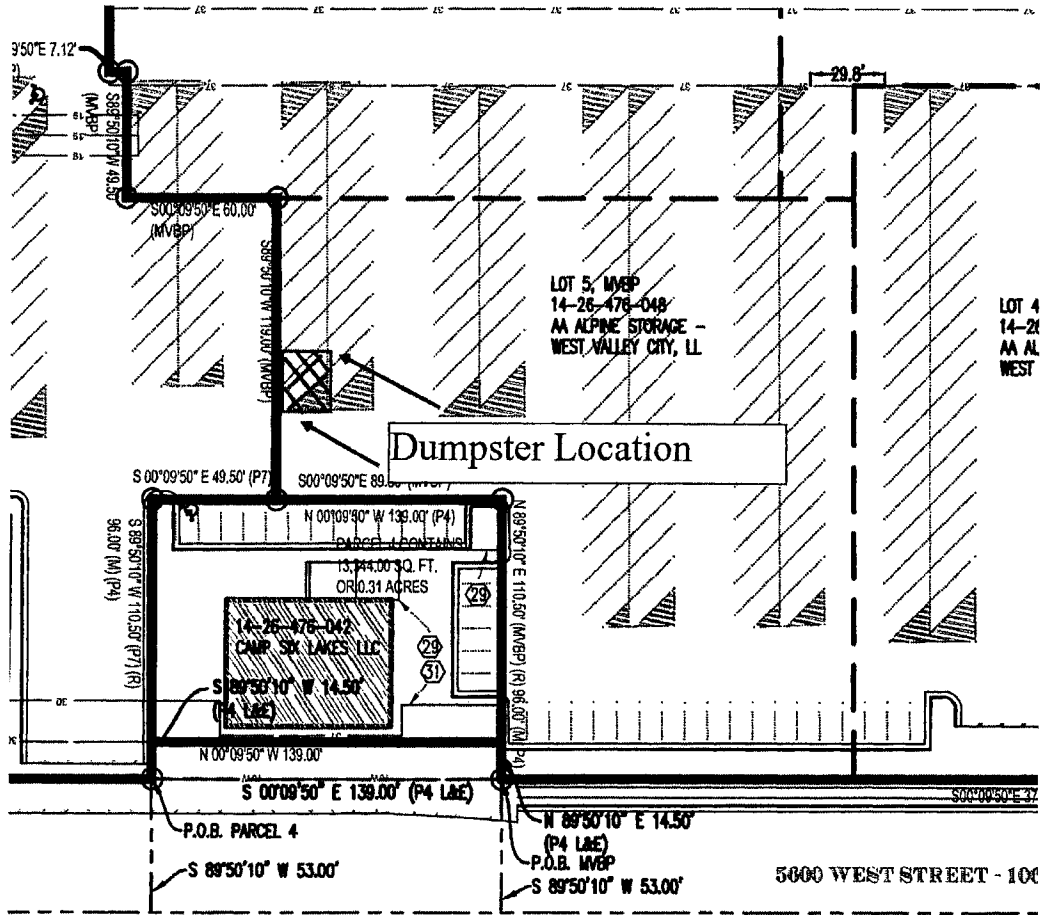


Exhibit "D"
Landscaping Location

