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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
POOLE & ASSOCIATES LC
4543 S 700 E STE 200
SALT LAKE CITY UT 84107
BY: DDK, DEPUTY - WI 7 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

AMENDED AND RESTATED ACCESS EASEMENT

THIS AMENDED AND RESTATED ACCESS EASEMENT is entered into this 3/5 day of December, 2012, by and between **GARY FREE** and **JAMES McQUEEN**, individuals, and **TOWNE STORAGE GATEWAY, LLC**, a Utah limited liability company, collectively referred to herein as **GRANTOR**, of Salt Lake County, State of Utah, **LIBERTY GATEWAY PROPERTIES, L.C.**, a Utah limited liability company, of Salt Lake County, State of Utah, herein referred to as "LGP", and **PACIFICORP**, an Oregon corporation, doing business as Rocky Mountain Power.

RECITALS:

A. On October 26, 2009, by Access Easement, Grantor granted to Liberty Gateway Properties, L.C., Scot C. Safford, and John R. Helm, a non-exclusive easement for vehicular and pedestrian ingress and egress upon (the "Easement") certain real property located in Salt Lake County, State of Utah, as more particularly described therein, which Access Easement was recorded in the official records of the Salt Lake County Recorder on November 25, 2009, as Entry No. 10846357 in Book 9783, beginning at Page 581 (herein the "Original Easement").

B. LGP is now the sole owner of the real property described in the Original Easement as the property benefitted by the Easement (therein and herein "Grantee's Property").

C. LGP has requested that the Original Easement be amended to include PacificCorp, doing business as Rocky Mountain Power ("Rocky Mountain"), as one of the Grantees, for the sole purpose of allowing Rocky Mountain to have access to Grantee's Property to install, maintain, service and replace its property and equipment used to provide electrical service to Grantee's Property.

D. Grantor has agreed to an amendment to the Original Easement, and Grantor and LGP have elected to amend the Original Easement and restate in their entirety the terms and conditions of the Easement, as amended hereby.

NOW, THEREFORE in consideration of these recitals, and other good and valuable consideration, the parties hereto agree as follows:

GARY FREE and **JAMES McQUEEN**, individuals, and **TOWNE STORAGE GATEWAY, LLC**, a Utah limited liability company, as **GRANTOR**, of Salt Lake County, State of Utah, hereby grant, bargain, sell, and convey to **LGP**, of Salt Lake County, State of Utah, and **ROCKY MOUNTAIN POWER**, of Salt Lake County, State of Utah, as **GRANTEE**, for the sum of **TEN DOLLARS AND OTHER VALUABLE CONSIDERATION**, an non-exclusive easement for vehicular and pedestrian ingress and egress, upon, under and over the following described property located in Salt Lake County, State of Utah, more particularly described as follows (herein the "Easement Area"), to wit:

A part of Lot 1 and Lot 8, Block 81, Plat "A", Salt Lake City Survey:

Beginning at a point South 89°55'24" West 16.40 feet along the South line of Block 81 from the Southeast Corner of said Block 81. Running thence South 89°55'24" West 20.00 feet along the South Line of said Block 81 and 100 South Street; thence North 47.77 feet; thence Northwesterly along the arc of a 593.33 foot radius curve to the left 151.85 feet (Center bears South 62°48'38" West, CA = 14°49'05", LC bears North 34°31'16" West 151.44 feet) to the South Line of Lot 102, Gateway West Subdivision and running thence two (2) courses along said South line of said Subdivision as follows: South 89°58'42" East 26.52 feet and Southeasterly along the arc of a 613.33 foot radius curve the right 144.14 feet (LC bears South 33°28'00" West 143.81 feet); thence South 52.53 feet to the point of beginning.

for the benefit of the real property described upon Exhibit "A" attached hereto ("Grantee's Property") and incorporated herein by reference, and which use is limited to emergency access and the maintenance, repair and replacement of equipment, incidental to the construction, maintenance, reconstruction, occupancy and use of a multi-family residential project upon Grantee's Property, specifically including as to Rocky Mountain Power, the right to install, maintain, repair and replace its personal property and equipment used to supply electrical service to Grantee's Property, excluding however any use by tenants or guests of such multi-family residential project, to have and to hold the same unto said Grantee and their successors and assigns.

Grantor shall be responsible for (i) maintaining 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 Area.

Each Grantee for itself and no other 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 actual use of the Easement Area by such Grantee or its authorized agents. Each 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 such Grantee to perform its obligations under this Grant of Easement.

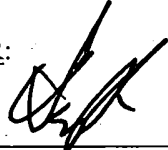
Grantor shall indemnify and hold Grantee, and each of them, harmless from and against any liability, losses, damages, suits, claims, demands, costs and expenses, of whatsoever kind and nature, including court costs and attorneys fees, for injury to or death of persons whomsoever, or damage to or loss 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 Easement Area, or any part thereof, excluding however, damage or loss which may occur as a result of the use of the Easement Area by a Grantee, or its authorized Agents. Grantor shall further indemnify and hold each Grantee harmless from and against any and all liability, claims, suits, demands and proceedings, and all costs and expenses incurred by a 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.

To the fullest extent permitted by law, Grantor and Grantee each waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Grantor and Grantee further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

This Grant of Easement shall run with the Easement Area and Grantee's 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. This Grant of Easement shall also be binding upon and for the benefit of the successors and assigns of Rocky Mountain Power.

IN WITNESS WHEREOF, the parties have executed this Amended and Restated Grant of Easement the day and year first above appearing.

GRANTOR:



GARY FREE



JAMES McQUEEN

TOWNE STORAGE GATEWAY, LLC, a Utah limited liability company

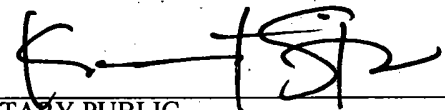
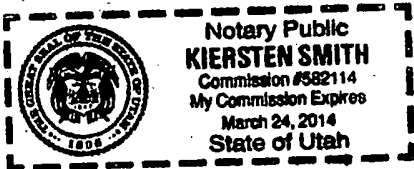
By:



Name: Gary Free
Title: Managing Member

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

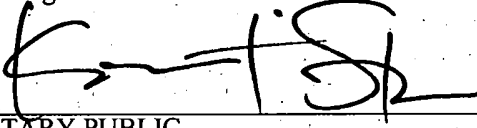
On this 1 day of ^{Jan 2013} ~~December~~, 2012, personally appeared before me GARY FREE, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.



NOTARY PUBLIC

STATE OF UTAH)
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COUNTY OF SALT LAKE)

On this 1 day of ^{Jan 2013} ~~December~~, 2012, personally appeared before me JAMES McQUEEN, the signer of the foregoing instrument, who duly acknowledge to me that he executed the same.

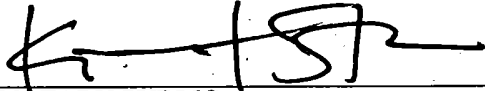


NOTARY PUBLIC

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COUNTY OF SALT LAKE)

On this 7 day of ~~December, 2012~~ ^{Jan 2013}, personally appeared before me Gary Free, who being by me duly sworn, did say that he is the Managing Member 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.



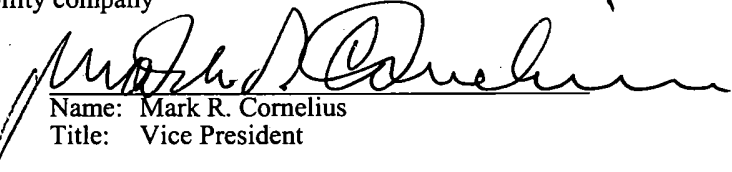


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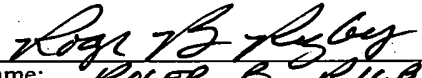
GRANTEE:

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: Vice President

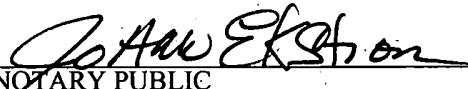
PACIFICORP, an Oregon corporation, dba ROCKY MOUNTAIN POWER COMPANY

By: 
Name: ROGER B. RIGBY
Title: MGR, Real Estate Trans Services

STATE OF UTAH)
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COUNTY OF SALT LAKE)

On this 9th day of ~~December~~ ^{January}, 2013, personally appeared before me Mark R. Cornelius, who being by me duly sworn, did say that he is the Vice 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.

 **JO ANN EKSTROM**
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/11/2016
Commission # 658805


NOTARY PUBLIC

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 9 day of ~~December~~ ^{January}, 2013, personally appeared before me Roger R. Rigby, who being by me duly sworn, did say that he is the MGR, Real Estate Trans Services of PacificCorp, an Oregon corporation, and that the foregoing instrument was signed in behalf of said corporation and that said corporation executed the same.

 Notary Public
HAROLD DUDLEY
Commission #811857
My Commission Expires
July 13, 2015
State of Utah


NOTARY PUBLIC

AGREEMENT AND CONSENT OF LIENHOLDER:

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

- (i) Construction Deed of Trust with Absolute Assignment of Leases and Rents, Security Agreement and Fixture Filing recorded in the offices of the Salt Lake County Recorder April 27, 2007, as Entry No. 10081271, in Book 9456, beginning at Page 2722; and
- (ii) Modification Agreement (Security Swap Contract) recorded in the offices of the Salt Lake County Recorder December 30, 2008, as Entry No. 10588948, in Book 9669, beginning at Page 6014; and
- (iii) Amendment to Construction Deed of Trust with Absolute Assignment of Lease and Rents, Security Agreement and Fixture Filing, recorded in the offices of the Salt Lake County Recorder August 31, 2011, as Entry No. 11235954, in Book 9946, beginning at Page 5924.

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

Dated this 2nd day of January, 2013 ~~December, 2012~~.

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Robert A. Lund
Its: VICE PRESIDENT

STATE OF UTAH

)
: ss.

COUNTY OF SALT LAKE

On this 2nd day of January 2, 2013 ~~December, 2012~~, before me personally appeared Robert A. Lund who acknowledged himself to be the vice president of WELLS FARGO BANK, NATIONAL ASSOCIATION, 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.

[Signature]
NOTARY PUBLIC

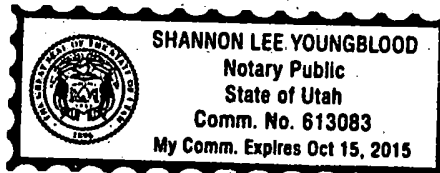


EXHIBIT "A"

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