

Sussex County, DE Tax Map Parcel No: 3-34-13.00-309

Prepared By & Return to: DEStorage Rehoboth, LLC  
P.O. Box 139  
Rockland, DE 19732

### EASEMENT AND RIGHT-OF-WAY AGREEMENT

THIS EASEMENT AND RIGHT-OF-WAY AGREEMENT made this 1<sup>st</sup> day of Jan, ~~2019~~<sup>2020</sup>, between BAYSIDE MANAGEMENT, LLC and DESTORAGE REHOBOTH, LLC for the purpose of ingress and egress and use of the property known as "Blue Bird Lane" and further described as Sussex Tax Map 3-34, 13.00 #309, in fee simple.

DESTORAGE REHOBOTH, LLC is the two-third majority owner of a 30' wide private access road known as "Blue Bird Lane" containing +/- ONE acre, attached as EXHIBIT A.

BAYSIDE MANAGEMENT, LLC, is the owner of a +/- 3.3 Acre parcel of land known as the "Rodeway Inn" property which is contiguous and to the north of "Blue Bird Lane". BAYSIDE MANAGEMENT, LLC and DESTORAGE REHOBOTH, LLC desire to enter into an agreement whereby BAYSIDE MANAGEMENT, LLC shall be permitted to use a portion of "Blue Bird Lane" depicted as EXHIBIT A for the purposes of ingress and egress to the motel parcel.

DESTORAGE REHOBOTH, LLC its successors and assigns hereby grant and convey to BAYSIDE MANAGEMENT, LLC a non-exclusive right-of-way for pedestrian and vehicular access, ingress and egress, on, over and across the lands depicted as EXHIBIT A.

This AGREEMENT shall become effective on January 1<sup>st</sup>, 2020 and shall expire on December 31<sup>st</sup>, 2025. BAYSIDE MANAGEMENT, LLC, its successors or assigns, shall have the right to extend this AGREEMENT (4) FOUR consecutive FIVE year periods, through December 31<sup>st</sup>, 2045.

DESTORAGE REHOBOTH, LLC, its successor and assigns and BAYSIDE MANAGEMENT, LLC, its successors and assigns, agree that the initial EIGHT THOUSAND DOLLAR (\$8,000.00) annual payment shall be effective for the first five years of this agreement.

The annual payment shall be due on or before July 1<sup>st</sup> each year. A late fee of FIVE (5%) PERCENT shall apply on July 6<sup>th</sup> if the annual payment is not paid in full. DESTORAGE REHOBOTH, LLC shall provide BAYSIDE MANAGEMENT, LLC with a 15 day written notice if payment has not been received by July 6<sup>th</sup>. A reoccurring late fee of FIVE (5%) PERCENT shall apply on the 1<sup>st</sup> Day of each calendar month thereafter in which the annual payment is outstanding.

The annual payment shall increase by TEN PERCENT (10%) each five year lease period:

|             |   |
|-------------|---|
| Years 6-10  | \$8,800.00 Annual payment due July 1st              |
| Years 11-15 | \$9,680.00 Annual payment due July 1st              |
| Years 16-20 | \$10,648.00 Annual payment due July 1st             |
| Years 21-25 | \$11,712.80 Annual payment due July 1 <sup>st</sup> |

DESTORAGE REHOBOTH, LLC shall be responsible for all road maintenance, repair (except damages to the road caused by negligently by BAYSIDE MANAGEMENT and its invitees, for which BAYSIDE would be responsible) and snow plowing. The determination of when and if any improvements, repairs, replacements or maintenance is required shall be at the sole discretion of DESTORAGE REHOBOTH, LLC.

BAYSIDE MANAGEMENT, LLC shall at any time be permitted to cancel this AGREEMENT by providing DESTORAGE REHOBOTH, LLC with written notice within 60 days from the expiration of the conclusion of the initial FIVE year lease term. Absent said notice, the agreement shall automatically extend for the next five (5) year term.

Following the initial FIVE year term, BAYSIDE MANAGEMENT, LLC shall reserve the right to cancel this AGREEMENT by providing DESTORAGE REHOBOTH, LLC with written notice within 60 days from the expiration at the conclusion of each ONE year term.

By breach on the part of BAYSIDE MANAGEMENT, LLC, its successors or assignees, of the annual fee, upon such non-payment, DESTORAGE REHOBOTH, LLC, its success or assignees, shall execute a declaration of cancellation and this agreement shall be deemed null and void and of no further force and effect.

Failure to pay the annual payment within 60 days of the July 1<sup>st</sup> due date after such written notice has been provided, shall constitute a breach of the AGREEMENT and shall be cause for the DESTORAGE REHOBOTH, LLC to issue a declaration of cancellation to the other party.

Any breach on the part of BAYSIDE MANAGEMENT, LLC, its successors or assignees, shall also be cause for DESTORAGE REHOBOTH, LLC, its successors or assignees, to deny access to "Blue Bird Lane", the subject property.

Any notice, request, demand, approval or consent given or required to be given under this Agreement shall be in writing. Any party may, at any time, change its address for the above purposes by mailing a notice to the other party stating the change of the new mailing address which shall become effective when received.

This Agreement shall be construed under the laws of the State of Delaware and shall not be amended orally. This Agreement shall also be binding upon the heirs, executors, administrators, successors and assign of all of the parties hereto.

**BAYSIDE MANAGEMENT, LLC**

WITNESS

Mr. Irwin Dayon, President

Date

2/27/20

**NOTARY FORM**

STATE OF NJ )

COUNTY OF Monmouth

I, CHARLES DAYON, a Notary Public, do hereby certify that on this 27<sup>th</sup> day of JANUARY, 2020, personally appeared before me Irwin Dayon, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

Notary Public, State of NJ

Charles Dayon  
Notary Public  
State of New Jersey  
My Commission Exp. 01-28-2023  
2023

Name, Typed or Printed: CHARLES DAYON

My Commission Expires: 10/23/2023

DESTORAGE REHOBOTH, LLC

Brian Marchiani  
WITNESS

ALCJ  
Mr. Andrew Strine, President

2/10/2020  
Date

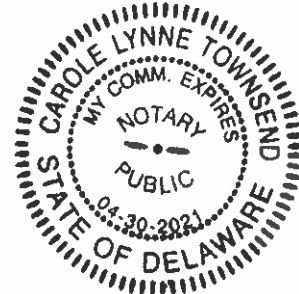
NOTARY FORM

STATE OF Delaware

COUNTY OF New Castle

I, Carole Lynne Townsend, a Notary Public, do hereby certify that on this 10th day of February, 2020, personally appeared before me Andrew C. Strine, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statements contained therein are true and correct.

Carole Lynne Townsend  
Notary Public, State of Delaware



Name, Typed or Printed: Carole Lynne Townsend

My Commission Expires: April 30, 2021

**EXHIBIT A**

BAYSIDE MANAGEMENT, LLC shall be permitted to use a portion of "Blue Bird Lane" depicted as EXHIBIT A for the purposes of ingress and egress to the motel parcel. The portion of Blue Bird Lane in which BAYSIDE shall be permitted to use under the terms and conditions set forth in this agreement shall be a 30' wide road known as Blue Bird Lane extending from Rt.1 Coastal Highway heading west 546' lineal feet, terminating at the eastern property line of property owned by DESTORAGE REHOBOTH, LLC, as depicted in hash marks below.

