

ASSESSOR'S PARCEL NO. _____
When Recorded, Mail to:
YOUNG ELECTRIC SIGN COMPANY
Attn: Patrick O'Donnell
P.O. Box 12586
Tempe, AZ 85284-0044

10262711
10/30/2007 3:12:00 PM \$18.00
Book - 9531 Pg - 7994-7997
Gary W. Ott
Recorder, Salt Lake County, UT
MOUNTAIN VIEW TITLE & ESCROW
BY: eCASH, DEPUTY - EF 4 P.



YESCO, YOUNG ELECTRIC SIGN COMPANY

MUTE 85094

Outdoor Advertising Easement - Deed Tax IDs: 28-31-151-004 / 28-31-151-007 / 28-31-151-008 Page 1 of 2

Effective the 25 day of October, 2007, LKH HOLDINGS, LLC ("Grantor"), of SALT LAKE COUNTY, City of DRAPER, State of UTAH, Zip 84020, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, grants and warrants to Young Electric Sign Company, a Utah corporation ("Grantee"), exclusive perpetual easements (the "Easements") to use and occupy the premises located at 12855 S. MINUTEMAN DR., City of DRAPER, State of UTAH, Zip 84020 the legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein (the "Premises"), for the purposes described herein.

Said Easements shall be for the purpose of allowing Grantee to construct, install, maintain, use, operate, display, illuminate, and repair ONE (1) outdoor advertising structure(s), display(s) and device(s) (the "Sign(s)"), including the equipment, utilities, data transmission lines, and other apparatus expedient for Grantee's operation of the Sign(s) (the "Utilities") on the portion of the Premises depicted on Exhibit "B" attached hereto and incorporated by reference herein (the "Sign Site(s)"), together with such activities as are customarily incident thereto. Except as provided for herein, the location of the Sign(s) shall be limited to the Sign Site(s). The Easements granted herein include easements on, over, and under the Premises for: 1) encroachment of the Sign(s); 2) Utilities (including rights of access to install, maintain, and remove the Utilities); 3) ingress and egress from an accessible public roadway to the Sign Site(s) with adequate clearance and weight-bearing capacity for Grantee's vehicles that are customarily used to access the Sign(s); 4) an unobstructed line of site over the Premises to each face of the Sign(s) from the roadways to which the Sign(s) shall be oriented; and 5) light resulting from the illumination of the Sign(s).

It is further agreed:

- A. The parties' obligations hereunder shall run with the land and bind and benefit the parties' successors in interest and their tenants and/or licensees, if any, and any person claiming an interest through such persons. Grantor warrants that Grantor has good title to the Premises free and clear of any mortgages that are prior in right to this Deed and that Grantee will not be disturbed in its occupancy or quiet enjoyment of the Premises, and Grantor will defend the same on behalf of Grantee against all claims and demands.
- B. In the event any or all of the Sign Site(s) are to be improved by the erection thereon of a permanent building which reasonably and in good faith cannot be advantageously placed elsewhere on the Premises, Grantor may relocate the Sign Site(s) and after providing ninety (90) days written notice to Grantee of said intention to build; PROVIDED, however, that: 1) the relocation site(s) shall not diminish the value of the Easements to Grantee, 2) Grantor shall provide Grantee with an exhibit depicting the relocation site(s), for Grantee's approval, said approval not to be unreasonably withheld, 3) Grantor shall obtain the necessary approvals from all government authorities with jurisdiction over the Sign(s) at least thirty (30) days prior to said relocation, 4) Grantor shall pay the cost and expenses of relocating the Sign(s) to the relocation site(s), and 5) the Sign(s) shall be relocated only in sufficient time so as not to materially obstruct erection of the building. In the event of the relocation of any or all of the Sign Site(s), Grantor shall prepare and record an instrument with the applicable recording office amending Exhibit "B" to this Deed within thirty (30) days after said relocation. Such instrument shall specifically include by reference all other terms and conditions of this Deed, all of which shall remain unmodified and in full force and effect. The instrument shall first be approved in writing on the face of the instrument by the then-owner of the Easements. In the event of the relocation of the Sign(s) pursuant to the terms of this paragraph, but the proposed building is not erected within one (1) year after said relocation, Grantee may reinstall the Sign(s) at the prior Sign Site(s), and Grantor shall reimburse Grantee for all expenses of removal and reinstallation and Grantee may record an instrument with the applicable recording office reinstating the original Exhibit B and Grantor, or its successor, shall execute the same.
- C. Neither Grantor nor its successors, tenants, or licensees shall obstruct or permit anyone else to obstruct the Sign(s) in any manner whatsoever. Grantee may trim, cut, or remove any shrubs or trees it deems expedient in order to maintain the Sign(s)' effectiveness.
- D. The Sign(s) and the associated permits, and the rents, issues, and profits derived therefrom are and shall remain the property of Grantee, and Grantee may remove and reinstall the same from the Premises at any time. Grantor assigns to Grantee all zoning, permit, and display rights for the display of outdoor advertising, including all rights of relocation, upon the Premises. Seller shall refrain from taking any action or inaction that would impair Grantee's ability to obtain or maintain permits for the construction, installation, and maintenance of the Sign(s) and Utilities on the Premises. Grantor shall not lease or grant use of the Premises for third-party advertising purposes to any party except Grantee.
- E. Grantee shall not be liable for ordinary wear and tear to the Premises caused by vehicles reasonably accessing the Sign(s) or the Utilities. Grantee shall obtain all licenses and permits required, and shall pay all fees caused by Grantee's use of the Premises.
- F. Grantor shall execute such additional instruments as may be thus necessary or desirable to effectuate the purposes of this Deed.
- G. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms.
- H. Time is of the essence. Waiver of any breach hereunder must be in writing, signed by the non-breaching party. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including reasonable attorney's fees, from the defaulting party. Grantee may seek specific performance of this Deed without the necessity of proving either actual damages or the inadequacy of other available remedies. The parties represent that this Deed was mutually negotiated and therefore no provision herein is to be construed for or against any party because that party drafted such provision. Waiver of any one breach hereunder shall not be deemed a waiver of any other breach. Invalidity or unenforceability of one or more provisions herein shall not affect the validity or enforceability of any other provision. This Deed constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties.

Grantor Initials LKH Grantee Initials RY

Outdoor Advertising Easement - Deed

I. Special provisions:

THOUGH OUT THE TERM OF THIS EASEMENT AGREEMENT, YESCO WILL MAKE EVERY REASONABLE EFFORT TO INSTALL TO THEIR SIGN, ANY TECHNIQUE THAT WILL DISCOURAGE THE CONGREGATING OR ROOSTING OF BIRDS.

IN WITNESS WHEREOF, the parties have executed this Deed, and Grantor has delivered this Deed, effective as of the date first written above.

Grantor

[Signature]

By L. Kory Hansen

Printed Name

Max

Title

801-335-0800

Telephone Number

Grantee Representative

Accepted for YOUNG ELECTRIC SIGN COMPANY/Grantee:

[Signature]

By PAUL C. YOUNG

Printed Name

EXECUTIVE VICE PRESIDENT

Title

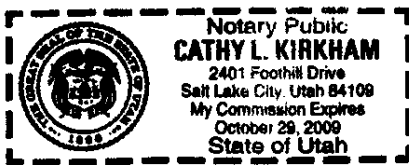
11054

Location Number

State of Utah)

County of Salt Lake)

THE FOREGOING INSTRUMENT was executed before me this 24th day of October, 2007, by Paul C. Young, who personally appeared before me and, being duly sworn, signed said instrument and acknowledged that said instrument was signed with the authority, and on behalf of Young Electric Sign Co.



[Signature]

Notary Public

My Commission expires: 10/29/2009

State of Utah)

County of SALT LAKE)

THE FOREGOING INSTRUMENT was executed before me this 25 day of OCTOBER, 2007, by L Kory Hansen, who personally appeared before me and, being duly sworn, signed said instrument and acknowledged that said instrument was signed with the authority, and on behalf of LKH HOLDINGS, LLC



[Signature]

Notary Public

My Commission expires: 12-7-08

EXHIBIT "A"

PARCEL 1:

Beginning 1596.07 feet South and 183.3 feet East from the Northwest corner of Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 84.43 feet; thence East 302 feet; thence North $1^{\circ}35'30''$ West 84.43 feet; thence West 298.97 feet, more or less to the point of beginning.

PARCEL 2:

Beginning at a point 183.3 feet East and 360.5 feet South of the Northwest corner of Lot 2, Section 31, Township 3 South, Range 1 East, Salt lake Base and Meridian, running thence East 183.0 feet; thence South 67.0 feet; thence West 183.0 feet; thence North 67.0 feet to the point of beginning.

PARCEL 3:

Beginning at a point 183.3 feet East and 427.50 feet South of the Northwest corner of Lot 2, Section 31, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 183.00 feet; thence North 67.0 feet; thence East 119.0 feet; thence South $01^{\circ}35'30''$ East 224.73 feet; thence West 167.0 feet; thence North $26^{\circ}00'$ West 68.0 feet; thence West 111.50 feet; thence North 96.52 feet to the point of beginning.

All of Parcels:

28-31-151-006-0000;
28-31-151-007-0000;
28-31-151-008-0000.

