FATIC 476381

WHEN RECORDED, RETURN TO: 222 South Main Street, Suite 2200 Salt Lake City, Utah 84101 Attention: Steven J. Vuyovich

11195550 6/8/2011 4:58:00 PM \$38.00 Book - 9929 Pg - 7245-7258 Gary W. Ott Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 14 P.

Tax Parcel No. 33-23-400-005-0000

#### BILLBOARD EASEMENT AGREEMENT

THIS BILLBOARD EASEMENT AGREEMENT (this "Agreement") is made and established on this day of June, 2011, by B & B Resources, Inc. ("Grantor") and Valley Outdoor Media, LLC (referred to herein as "Grantee"), and Brent Baker, an individual, and Laurie Balls, as Trustee of The Laurie Balls Trust, dated December 22, 2004 and amended and restated November 18, 2008, which were the prior owners of Grantor (collectively, the "Owners").

#### RECITALS:

- A. Grantor is the owner of that certain real property located in the City of Bluffdale, County of Salt Lake, State of Utah, more particularly described on Exhibit A attached hereto and incorporated herein (the "Grantor Property").
- B. Grantor previously entered into an Agreement (the "Billboard Lease") for the placement of advertising and promotional information on three (3) billboard structures or signs then owned by Grantor (each, a "Billboard", and collectively the "Billboards"). The Billboard Lease expired by its terms, but has continued since its expiration.
- C. On December 31, 2010, Grantor sold certain property located adjacent to the Grantor Property to the Owners, and in connection therewith, Grantor agreed to grant to the Owners the easement over the Grantor Property provided for herein and created hereby, sold the Billboard structures to Owners and concurrently assigned the Billboard Lease to the Owners. The Owners assumed the obligations under the Billboard Lease.
- D. The Owners have sold and conveyed the Billboard structures, subject to the Billboard Lease, to Grantee and have assigned the Owners' rights in the subject matter of this Agreement to Grantee.
- E. Grantor and Grantee now desire to enter into this Agreement to formalize the easement rights related to the Billboard structures, subject to any rights existing under the Billboard Lease, all on the terms and conditions relating to the easement as described herein.
- F. The location, size, and configuration of the Easement, as defined herein, for the Billboards is more particularly described on Exhibit B hereto.

#### **AGREEMENT**

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Grant of Easement</u>. Grantor hereby grants to Grantee and its agents, lessees, successors, assigns, including, without limitation, to permit the ongoing fulfillment of the purposes and performance of the Billboard Lease and any future billboard lease that Grantee may enter into, the following perpetual, exclusive easement (the "Easement"):
  - (a) to operate, maintain, repair, alter, improve, remove, replace, locate, install, erect, construct, and reconstruct a single Billboard structure, and other improvements, equipment, fixtures, and apparatus related thereto (collectively, the "Billboard Improvements"), upon, over, under, across, and through, each of the Easement Areas, the size and location of which are defined and depicted on Exhibit B hereto (each, an "Easement Area" and collectively, the "Easement Areas"). Each of the three (3) Easement Areas covers a parcel with dimensions of 50.0 feet by 10.0 feet and consists of 500 square feet;
  - (b) for the ingress of vehicles, equipment, and pedestrians to and the egress of vehicles, equipment, and pedestrians from the Easement Areas, including for all activities in connection with changing the advertisements located and appearing on the advertising surfaces of the Billboards; and
  - (c) for the removal, clearance, cutting, and trimming of any obstruction and materials from the surface or subsurface or above the surface of the Easement Areas as Grantee may deem necessary for the safe and proper operation of the Billboard Improvements.

Such Easement rights shall only affect and burden those portions of the Grantor Property that provide a direct path to the Easement Areas and shall not burden any other portions of Grantor Property. Further, Grantor retains and reserves, for its benefit, the right to fence, plant, pave, landscape, maintain, alter, or otherwise improve and to use the Easement Areas for its own purposes; provided, however, that all such purposes and uses do not materially interfere with Grantee's rights herein granted or reduce the elevation of the Easement Areas or support therefore. Grantor covenants for the benefit of Grantee, its successors and assigns, that no improvements will be constructed, installed, erected, or maintained on the Grantor Property that obstruct the visibility of the Billboards. The Easement includes the location and use of existing underground cable and electrical service providing power to the existing Billboard Improvements.

Grantee represents and warrants that it received a written assignment of the Billboard Lease from the Owners and that the Owners have no further rights thereunder.

2. <u>Property Taxes</u>. The Easement Areas together consist of a total of 1,500 square feet (each of the three (3) Easement Areas is 50 feet by 10 feet). Grantee shall pay to Grantor a

pro rata portion of the combined real property taxes and assessments for the Grantor Property based on the relative square footage of the Easement Areas to the square footage of the Grantor Property, unless such Easement Areas are separately assessed as billboard property. Following receipt by Grantor of each annual final real property tax assessment statement, Grantor shall provide a copy of such tax assessment statement to Grantee along with an invoice calculating Grantee's share of the real property taxes and assessments in accordance herewith. Grantee shall pay to Grantor the amount of Grantor's invoice within 30 days of receipt of the invoice. If the final real property tax assessment statement assesses the Easement Area separately as billboard property or specially assesses the Easement Areas as improved by existence of the Billboards, Grantee shall pay the entire amount of the special or separate assessment attributable to the Billboard improvements. In the event Grantor protests the amount of property taxes assessed on the Grantor Property, Grantor shall invoice Grantee following the final determination on the amount or property taxes due.

- 3. Mechanics' Liens. Grantee shall, within 30 days after receipt of written notice from Grantor: (a) cause any outstanding mechanics' or materialmen's lien or claim of lien arising out of work performed or materials furnished on the Grantor Property at the direction of Grantee or its contractors, agents, or employees to be released of record or transferred to bond in accordance with applicable law, or (b) give such assurance as would enable a title insurance company to insure over such lien or claim of lien, failing which the Grantor shall have the right, at Grantee's expense, to transfer said lien to bond. Grantee hereby indemnifies and holds harmless the Grantor from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and costs and reasonable attorneys' fees and costs on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with work performed or materials or supplies furnished for Grantee or its contractors, agents or employees on the Grantor Property.
- 4. <u>Not a Public Dedication</u>. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to or for the general public or for any public purposes whatsoever, it being the intention of the Grantee and Grantor that this Agreement shall be strictly limited to and for the purposes expressed herein.
- 5. <u>Indemnity</u>. Grantee hereby agrees to defend, indemnify, and hold Grantor (and Grantor's successors and assigns) harmless from and against costs, actions, claims, damages, and liabilities (collectively, "<u>Liabilities</u>") arising or suffered in connection with claims, actions, losses, damages, liabilities, and costs (including attorney's fees and costs) asserted against Grantor's Property, Grantor, and/or Grantor's successors and assigns in connection with: (a) a breach of this Agreement by Grantee, its agents, owners, officers, employees, and/or any lessee under a billboard lease; and (b) Grantee negligence, actions, omissions, or willful misconduct (and/or those of Grantee's agents, lessees, successors and assigns) in connection with Grantee's use of the Easement and/or Easement Areas pursuant to this Agreement. Grantor hereby agrees to defend, indemnify, and hold Grantee (and Grantee's successors and assigns) harmless from and against Liabilities arising or suffered in connection with: (i) claims, actions, losses, damages, liabilities, and costs (including attorney's fees and costs) asserted against Grantee or the Easement in connection with a breach of this Agreement by Grantor, its agents, owners, officers, employees; and (ii) Grantor negligence, actions, omissions, or willful misconduct (and/or those

of Grantor's agents, lessees, successors and assigns) in connection with Grantee's use of the Easement and/or Easement Areas pursuant to this Agreement.

- Insurance. Grantee shall, effective upon the execution and delivery of this Agreement: (a) procure and maintain, at Grantee's expense, the following types of insurance, in the amounts specified and in the form hereafter provided: (i) commercial general liability insurance with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence covering bodily injury, property damage, and personal injury arising out of or relating directly or indirectly to use or occupancy of the Easement. Grantee's liability insurance shall include the broadest available form of contractual liability coverage. It is the intent of Grantor and Grantee that Grantee's contractual liability coverage will provide coverage, to the maximum extent possible, of Grantee's indemnification obligations under this Agreement. Grantee will cause Grantor and any lender of Grantor to be named as "additional insureds" by endorsement satisfactory in form and substance to Grantor. Grantee's liability insurance policies will be endorsed as needed to provide cross-liability coverage for Grantee, Grantor, and any lender of Grantor, and will provide for severability of interests; and (ii) worker's compensation insurance as required by law. Such policy shall contain a waiver of subrogation in favor of Grantor. Such coverage shall be provided by carriers acceptable to Grantor and shall provide that such insurance may not be canceled, non-renewed or the subject of material change in coverage or available limits of coverage except upon thirty (30) days prior written notice to Grantor and Grantor's lender. Grantee shall deliver to Grantor either a duplicate original or a legally enforceable certificate of insurance on all policies procured by Grantee in compliance with its obligations under this Section, together with evidence satisfactory to Grantor of the payment of the premiums therefor, on or before the execution of this Agreement, and at least thirty (30) days before the expiration date of any policy and upon the renewal of any policy. If Grantee fails to purchase and keep in force any of the insurance required of Grantee in this Section, Grantor may, but shall not be required to, purchase and keep in force the same, in which event Grantee shall pay to Grantor the full amount of Grantor's expense with respect thereto, said payment to be made within ten (10) days after demand for such payment by Grantor. The election by Grantor to purchase such insurance on behalf of Grantee shall not constitute a curing of the default occasioned by Grantee's failure nor shall it limit the remedies otherwise available to Grantee.
- 7. <u>Limitation on Advertising Content</u>. Grantee hereby agrees to prohibit the use of the Billboards to advertise for aggregate or concrete producers or similar businesses except for Grantee or Grantor's businesses.
- 8. Assignment; Grantor Property as Servient Estate/Restriction. The Easement, and the rights and obligations granted or created hereby, may be transferred and assigned without the consent of the Grantor. For the purposes of the Easement and rights set forth herein, the Easement Areas portion of the Grantor Property shall constitute the servient estate. The Easement: (a) shall bind every person having a fee, leasehold or other interest in any portion of the Grantor Property at any time or from time to time to the extent such portion is affected or bound by the easement or right in question, or to the extent that such easement or right is to be performed on such portion; and (b) shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns. Notwithstanding such assignment rights, Grantee, for itself, its successors, assigns, employees, agents, and any other party it may

involve with the Easement acknowledges and agrees that the Easement does not grant or bestow on Grantee or any or all of such parties any right to acquire, encumber, lease, use, operate, or otherwise affect or claim any interest or any kind in all or any portion of the Grantor Property, other than the Easement rights only affecting the Easement Areas. This restriction shall apply notwithstanding the application or inapplicability of any subdivision statutes, ordinances, laws, rules, or regulations. Grantee does not own and shall not have a right to encumber, pledge, or hypothecate the Easement Areas.

- 9. <u>No Partnership</u>. The parties do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.
- 10. Attorneys' Fees. In the event either party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the non-prevailing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.
- 11. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.
- 12. <u>No Third Party Beneficiary</u>. It is the specific intent of the parties that only the Grantee and Grantor shall have the right to benefit from, claim rights under, or enforce this Agreement and that no third party, including, but not limited to, the general public, shall be deemed to be a beneficiary of any to any of the rights or benefits of this Agreement, whether by operation of law or otherwise.
- 13. <u>Recordation</u>. Upon execution of this Agreement, Grantee may record this Agreement in the Public Records of Salt Lake County, Utah.
- 14. <u>Notices</u>. All notices, requests, demands, and other communications hereunder shall be in writing an shall be deemed given when received if personally delivered, or mailed, certified mail, return receipt requested, sent by overnight carrier to the addresses set forth therein, or delivered by facsimile with a conforming copy also sent by mail or overnight carrier as provided herein. Addresses for notice may be changed by giving 10 days written notice of the change in the manner set forth herein.

If to Grantor:

B & B Resources, Inc. c/o Kilgore Companies P.O. Box 189 Magna, UT 84044 Attention: Jason Kilgore If to Grantee:

Valley Outdoor Media, LLC

P.O. Box 685 Oakley, Utah 84055 Attention: Brent Baker

- 15. <u>Execution and Counterparts</u>. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall together constitute and be the same document.
- 16. <u>Entire Agreement: Amendment.</u> This Agreement shall constitute the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersede all offers, negotiations, and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of both parties.

IN WITNESS WHEREOF, Grantee and Grantor have caused this Agreement to be executed by persons duly authorized to execute the same as of the date first above written.

[SIGNATURES ON FOLLOWING PAGES]

GRANTOR:
B & B Resources, Inc.

By:	
Name: JASON Kilgore	
Title: Vice President	
June, 2011, before me, personally appeared	

On the \_\_\_\_\_\_\_\_ day of June, 2011, before me, personally appeared \_\_\_\_\_\_\_\_, personally known to the (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

State of Utah

County of Salt Lake

MOTARYPUBLIC

LYNETTE H. SHARP

NOTARY PUBLIC - STATE OF UTAH

COMMISSION # 580706

COMM. EXPIRES 11-04-2013

# **GRANTEE:**

Valley Outdoor Media, LLC

By:	Laure	Ballo
Name:	) Laurie	Balls
Title:	Member	

State of Utah

County of Salt Lake

On the

day of June, 2011, before me, personally appeared

\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

BARBARA R MCFARLAND Notary Public State of Utah Comm. No. 579376 My Comm. Expires Jun 29, 2013 The Owners hereby represent and warrant to Grantor that they assigned all of their rights and delegated all of their obligations in the Billboard Lease to Grantee in writing and that there have been no breaches or defaults under the Billboard Lease as of the date of this Agreement, and that Grantee has the right to enter into this Agreement without Owners' consent or approval:

Brent Baker Laurie Balls, as Trustee of The Laurie Balls Trust,

dated December 22, 2004 and amended and

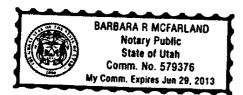
restated November 18, 2008

State of Utah } **}** ss. County of Salt Lake

On the	30	day of June, 2011, before me, personally appeared
<u> </u>	Baker	and Laure Bulls

\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) are/is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that his/her/their signature(s) on the instrument that person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



# EXHIBIT A TO EASEMENT AGREEMENT

#### **GRANTOR PROPERTY**

That certain real property located in Salt Lake County, State of Utah described as follows:

THE BASIS OF BEARING FOR THE FOLLOWING DESCRIPTIONS IS NORTH 00°18'52" WEST BETWEEN THE FOUND BRASS CAP FOR THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE FOUND BRASS CAP FOR THE NORTHWEST CORNER OF SAID SECTION 23.

### PARCEL 1

BEGINNING AT A POINT ON THE EASTERLY LINE OF THE EAST JORDAN CANAL. SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE, 238.62 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EASTERLY LINE THE FOLLOWING FOURTEEN (14) COURSES: (1) NORTH 09°09'54" WEST 17.78 FEET; (2) NORTH 02°36'40" EAST 22.63 FEET; (3) NORTH 22°26'39" EAST 160.06 FEET; (4) NORTH 14°36'07" EAST 42.86 FEET; (5) NORTH 00°52'58" WEST 241.41 FEET; (6) NORTH 10°53'42" WEST 35.93 FEET; (7) NORTH 22°38'40" WEST 100.36 FEET; (8) NORTH 15°15'44" WEST 54.94 FEET; (9) NORTH 28°36'36" WEST 151.16 FEET; (10) NORTH 22°02'14" WEST 71.17 FEET; (11) NORTH 06°32'52" WEST 70.76 FEET; (12) NORTH 02°45'50" EAST 183.49 FEET; (13) NORTH 03°00'10" WEST 141.48 FEET; (14) NORTH 17°38'24" WEST 71.16 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 89°34'33" EAST ALONG SAID NORTH LINE, 2497.75 FEET TO THE NORTH 1/16TH CORNER; THENCE NORTH 89°30'05" EAST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23, 1284.73 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS; THENCE ALONG SAID RIGHT OF WAY LINE, 412.97 FEET ALONG THE ARC OF A 5248.06 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°00'12" WEST 412.86 FEET); THENCE SOUTH 01°15'03" EAST 112.00 FEET ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 89°27'21" WEST 458.80 FEET; THENCE SOUTH 00°27'04" EAST 1210.22 FEET, MORE OR LESS, TO THE NORTHERLY BANK OF THE EAST JORDAN CANAL; THENCE ALONG SAID NORTHERLY BANK THE FOLLOWING TWENTY (20) COURSES: (1) NORTH 60°42'00" WEST 102.00 FEET; (2) NORTH 68°40'00" WEST 177.12 FEET; (3) NORTH 78°51'00" WEST 63.80 FEET; (4) SOUTH 84°47'00" WEST 103.85 FEET; (5) SOUTH 49°45'00" WEST 129.45 FEET; (6) SOUTH 37°34'00" WEST 67.96 FEET; (7) SOUTH 50°23'00" WEST 261.84 FEET; (8) SOUTH 61°50'00" WEST 44.00 FEET; (9) SOUTH 73°21'00" WEST 190.63 FEET; (10) SOUTH 84°24'00" WEST 208.45 FEET; (11) SOUTH 64°54'00" WEST 138.93 FEET; (12) SOUTH 51°55'00" WEST 140.05 FEET; (13) SOUTH 38°04'00" WEST 303.21 FEET;

(14) SOUTH 54°56'00" WEST 33.38 FEET; (15) SOUTH 65°31'00" WEST 110.42 FEET; (16) SOUTH 67°20'00" WEST 143.53 FEET; (17) SOUTH 87°41'00" WEST 50.91 FEET; (18) NORTH 47°31'00" WEST 50.65 FEET; (19) NORTH 27°30'00" WEST 160.80 FEET; (20) NORTH 49°40'00" WEST 118.86 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; THENCE NORTH 00°22'45" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, 942.47 FEET TO THE WEST 1/16TH CORNER OF SAID SECTION 23; THENCE SOUTH 89°26'27" WEST, ALONG THE CENTER OF SECTION LINE, 1074.27 FEET TO THE POINT OF BEGINNING.

**CONTAINS 137.25 ACRES** 

#### PARCEL 3

BEGINNING AT A POINT ON THE EASTERLY BANK OF THE EAST JORDAN CANAL, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE, 1312.89 FEET AND SOUTH 00°22'45" EAST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23. 1311.21 FEET AND NORTH 89°19'10" EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 EAST 1314.38 FEET TO THE SOUTH 1/16<sup>TH</sup> CORNER OF SECTION 23 AND NORTH 89°27'21" EAST ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23 839.19 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG SAID EASTERLY BANK THE FOLLOWING EIGHT (8) COURSES: (1) NORTH 09°04'00" WEST 82.20 FEET; (2) NORTH 14°45'00" WEST 139.10 FEET; (3) NORTH 03°35'00" WEST 60.38 FEET; (4) NORTH 07°02'00" EAST 72.60 FEET; (5) NORTH 17°12'00" EAST 208.41 FEET; (6) NORTH 09°09'00" EAST 96.54 FEET; (7) NORTH 02°50'00" WEST 157.70 FEET; (8) NORTH 34°07'00" WEST 97.54 FEET; THENCE NORTH 00°27'04" WEST 1210.22 FEET; THENCE NORTH 89°27'21" EAST 458.80 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS; THENCE ALONG SAID RIGHT OF WAY LINE 386.37 FEET ALONG THE ARC OF A 3370.01 FOOT NON TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 05°23'22" EAST 386.16 FEET) TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00°24'53" EAST ALONG SAID EAST LINE 394.56 FEET TO THE EAST 1/16<sup>TH</sup> CORNER OF SAID SECTION 23; THENCE SOUTH 00°27'04" EAST ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23 1311.79 FEET TO THE SOUTHEAST 1/16<sup>TH</sup> CORNER OF SAID SECTION 23; THENCE SOUTH 89°27'21" WEST, ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 23, 469.95 FEET TO THE POINT OF BEGINNING.

**CONTAINS 23.07 ACRES** 

# EXHIBIT B TO EASEMENT AGREEMENT

### **LOCATION OF EASEMENT AREAS**

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00°18'52" WEST BETWEEN THE FOUND BRASS CAP FOR THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN TO THE FOUND BRASS CAP FOR THE NORTHWEST CORNER OF SAID SECTION 23.

#### SOUTH BILLBOARD EASEMENT

BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE 238.62 FEET, AND ALONG THE EASTERLY LINE OF THE EAST JORDAN CANAL THE FOLLOWING FOURTEEN (14) COURSES: (1) NORTH 09°09'54" WEST 17.78 FEET; (2) NORTH 02°36'40" EAST 22.63 FEET; (3) NORTH 22°26'39" EAST 160.06 FEET; (4) NORTH 14°36'07" EAST 42.86 FEET; (5) NORTH 00°52'58" WEST 241.41 FEET; (6) NORTH 10°53'42" WEST 35.93 FEET; (7) NORTH 22°38'40" WEST 100.36 FEET; (8) NORTH 15°15'44" WEST 54.94 FEET; (9) NORTH 28°36'36" WEST 151.16 FEET; (10) NORTH 22°02'14" WEST 71.17 FEET; (11) NORTH 06°32'52" WEST 70.76 FEET; (12) NORTH 02°45'50" EAST 183.49 FEET; (13) NORTH 03°00'10" WEST 141.48 FEET; (14) NORTH 17°38'24" WEST 71.16 FEET AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 23 NORTH 89°34'33" EAST 2497.75 FEET TO THE NORTH 1/16TH CORNER AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 NORTH 89°30'05" EAST 1284.73 FEET AND ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS 412.97 FEET ALONG THE ARC OF A 5248.06 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°00'12" WEST 412.86 FEET) AND SOUTH 01°15'03" EAST 112.00 FEET ALONG SAID RIGHT OF WAY LINE AND 386.37 FEET ALONG THE ARC OF A 3370.01 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 05°23'22" EAST 386.16 FEET) TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23 AND SOUTH 00°24'53" EAST ALONG THE SECTION LINE 266.84 FEET FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 89°35'07" WEST 50.00 FEET; THENCE NORTH 00°24'53" WEST 10.00 FEET; THENCE NORTH 89°35'07" EAST 50.00 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23; THENCE SOUTH 00°24'53" EAST ALONG THE SECTION LINE 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 500 SQUARE FEET

# MIDDLE BILLBOARD EASEMENT

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE 238.62 FEET, AND ALONG THE EASTERLY LINE OF THE EAST JORDAN CANAL THE FOLLOWING FOURTEEN (14) COURSES: (1) NORTH 09°09'54" WEST 17.78 FEET; (2) NORTH 02°36'40" EAST 22.63 FEET; (3) NORTH 22°26'39" EAST 160.06 FEET; (4) NORTH 14°36'07" EAST 42.86 FEET; (5) NORTH 00°52'58" WEST 241.41 FEET; (6) NORTH 10°53'42" WEST 35.93 FEET; (7) NORTH 22°38'40" WEST 100.36 FEET; (8) NORTH 15°15'44" WEST 54.94 FEET; (9) NORTH 28°36'36" WEST 151.16 FEET; (10) NORTH 22°02'14" WEST 71.17 FEET; (11) NORTH 06°32'52" WEST 70.76 FEET; (12) NORTH 02°45'50" EAST 183.49 FEET; (13) NORTH 03°00'10" WEST 141.48 FEET; (14) NORTH 17°38'24" WEST 71.16 FEET AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 23 NORTH 89°34'33" 2497.75 FEET TO THE NORTH 1/16TH CORNER AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 NORTH 89°30'05" EAST 1284.73 FEET AND ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS 412.97 FEET ALONG THE ARC OF A 5248.06 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 01°00'12" WEST 412.86 FEET) AND SOUTH 01°15'03" EAST 112.00 FEET ALONG SAID RIGHT OF WAY LINE AND 60.62 FEET ALONG THE ARC OF A 3370.01 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 02°37'13" WEST 60.62 FEET) FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST. SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 86°56'58" WEST 50.00 FEET; THENCE NORTH 03°03'02" WEST 10.00 FEET; THENCE NORTH 86°56'58" EAST 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS; THENCE ALONG SAID RIGHT OF WAY LINE 10.00 FEET ALONG THE ARC OF A 3370.01 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 03°03'02" EAST 10 FEET) TO THE POINT OF BEGINNING.

## **CONTAINS 500 SQUARE FEET**

# NORTH BILLBOARD EASEMENT

BEGINNING AT A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS, SAID POINT BEING NORTH 89°26'27" EAST ALONG THE CENTER SECTION LINE 238.62 FEET, AND ALONG THE EASTERLY LINE OF THE EAST JORDAN CANAL THE FOLLOWING FOURTEEN (14) COURSES: (1) NORTH 09°09'54" WEST 17.78 FEET; (2) NORTH 02°36'40" EAST 22.63 FEET; (3) NORTH 22°26'39" EAST 160.06 FEET; (4) NORTH 14°36'07" EAST 42.86 FEET; (5) NORTH 00°52'58" WEST 241.41 FEET; (6) NORTH 10°53'42" WEST 35.93 FEET; (7) NORTH 22°38'40" WEST 100.36 FEET; (8) NORTH 15°15'44" WEST 54.94 FEET; (9) NORTH 28°36'36" WEST 151.16 FEET; (10) NORTH 22°02'14" WEST 71.17 FEET; (11) NORTH 06°32'52" WEST 70.76 FEET; (12) NORTH 02°45'50" EAST 183.49 FEET; (13)

NORTH 03°00'10" WEST 141.48 FEET; (14) NORTH 17°38'24" WEST 71.16 FEET AND ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 23 NORTH 89°34'33" 2497.75 FEET TO THE NORTH 1/16TH CORNER AND ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23 NORTH 89°30'05" EAST 1284.73 FEET AND ALONG THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS 22.96 FEET ALONG THE ARC OF A 5248.06 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT (CHORD BEARS SOUTH 03°07'56" WEST 22.96 FEET) FROM THE WEST QUARTER CORNER OF SECTION 23, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 86°56'19" WEST 50.00 FEET; THENCE NORTH 03°03'41" EAST 10.00 FEET; THENCE SOUTH 86°56'19" EAST 50.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF THE FRONTAGE ROAD KNOWN AS PONY EXPRESS; THENCE ALONG SAID RIGHT OF WAY LINE 10.00 FEET ALONG THE ARC OF A 5248.06 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT (CHORD BEARS SOUTH 03°03'41" WEST 10 FEET) TO THE POINT OF BEGINNING.

**CONTAINS 500 SQUARE FEET**