

TAX ID NO. 15-24-278-003
15-24-278-027

When recorded return to:
Reagan Outdoor Advertising
Attention: Real Estate Department
1775 Warm Springs Road
Salt Lake City, Utah 84116

12031081
4/16/2015 9:06:00 AM \$18.00
Book - 10315 Pg - 1546-1549
Gary W. Ott
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

VIEW EASEMENT

This View Easement Agreement ("Agreement") is made this 1st day of April, 2015, by Holly J. and Launa D. Ernest Family, LLC, ("Grantor"), in favor of R.O.A. General, Inc., dba Reagan Outdoor Advertising, whose address is 1775 Warm Springs Road, Salt Lake City, Utah 84116, and Burton Avenue, LLC (collectively "Grantees").

RECITALS

Grantor is the owner of certain property located at approximately 153 and 171 West Burton Ave., Salt Lake City, Utah, more particularly described as:

BEGINNING AT A POINT ON THE WESTERLY LINE OF LOT 9, BLOCK 2 BURTON ACRES SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING SOUTH 0°00'28" WEST ALONG SAID WESTERLY LINE 100.80 FEET FROM THE NORTHWEST CORNER OF SAID LOT 9, AND RUNNING THENCE SOUTH 89°59'32" EAST 43.47 FEET; THEN SOUTH 0°00'28" WEST 30.26 FEET; THENCE NORTH 89°55'52" EAST 191.00 FEET; THENCE SOUTH 0°00'28" WEST 16.88 FEET; THENCE NORTH 89°51'51" EAST 21.64 FEET; THENCE SOUTH 3°18'59" WEST 99.35 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 80; THENCE NORTH 87°01'05" WEST ALONG SAID RIGHT OF WAY LINE 250.71 FEET TO SAID WESTERLY LINE; THENCE NORTH 0°00'28" EAST ALONG SAID WESTERLY LINE 133.01 FEET TO THE POINT OF BEGINNING.

(the "Easement Property").

Grantees own and operate an outdoor advertising sign (together with any replacements thereof) (the "Sign") on property adjacent to the west of the Easement Property, more particularly described as follows:

Lot 8, Block 2, Burton Acres Subdivision, according to the official plat thereof on file and of record in the Salt Lake County Recorder's Office.

and

A parcel of land situated in Lot 7, Block 2, Burton Acres, a subdivision in part of Block 39, Ten Acre Plat "A", Big Field Survey, the boundaries of said parcel of land are described as follows:

No. 311-4915795, beginning at the Northwest corner of said Lot 7; thence South 23.63 feet; thence South 86°57'30" East 83.59 feet along the Northerly no-access line of a freeway known as Highway Project No. 1-80-3; thence North 28.06 feet along the East line of said Lot 7; thence West 83.47 feet along the North line of said Lot 7 to the point of beginning.

(the "Westerly Property").

TERMS OF AGREEMENT

In consideration of the recitals, the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, Grantor hereby agrees as follows:

1. Grantor hereby grants to Grantees a clear view easement sufficient to provide unobstructed visibility of the Sign from I-80 ("Visibility Corridor"). Grantor irrevocably covenants not to take or permit any of the following actions: (a) installing or constructing any buildings, fences, or any other structures, permanent or temporary, within the Visibility Corridor which obstruct or impair visibility of the Signs from I-80; (b) planting, or allowing the growth of, trees, shrubs or other vegetation within the Visibility Corridor which, or which may grow to a height at which they will, obstruct or impair visibility of the Sign from I-80; (c) parking vehicles or allowing vehicles to be parked within the Visibility Corridor in such a way as to obstruct or impair visibility of the Sign from I-80; (d) storing any items within the Visibility Corridor or allowing the accumulation of garbage within the Visibility Corridor in such a way as to obstruct or impair visibility of the Sign from I-80; or (e) erecting any signs, banners, balloons or other media within the Visibility Corridor which obstruct or impair visibility of the Sign from I-80.

2. Grantor hereby grants unto Grantees the right to enter and remove from the Easement Property any obstructions to the visibility of the Sign from I-80, including without limitation the right to trim and remove trees.

3. This Agreement shall constitute a covenant running with the land and shall be binding upon Grantor and its successors and assigns in the Easement Property, or any portion thereof, and the provisions hereof shall be specifically enforceable against Grantor and its successors and assigns, regardless of whether such parties have actual notice of the provisions hereof. Without limiting the foregoing, Grantees shall have all remedies available at law or in equity to enforce this Agreement, including suits for damages and/or specific performance. In the event provisional or preliminary injunctive relief is granted to prevent a violation of this Agreement, Grantor, on behalf of itself and of its successors and assigns, hereby waives any requirement of a bond.

4. Each of the easements, rights, privileges, covenants, restrictions, conditions and provisions ("Easement Rights") granted or created herein create servitudes upon the Easement Property in favor of Grantees and in favor of Grantees' interests in the Easement Property or the Westerly Property pursuant to any lease or easement, or otherwise. The Easement Rights are appurtenant to the Westerly Property and/or any of Grantees' interests therein; and shall be covenants which run to the benefit of the owners of all or any portion of the Grantees' interests, and their successors and assigns.


5. Grantor agrees that Grantees may transfer, sell or assign the Sign, any interests of Grantees in the Westerly Property, and/or this Easement, to any entity or person whomsoever without notice to Grantor or Grantor's successors or assigns.

6. This Agreement shall remain in effect so long as Grantees, or any successor or assign operate or have a right to operate a Sign on the Westerly Property. Temporary removal of the Sign shall not cause this Agreement to terminate.

7. This Agreement is to be governed by and interpreted under the laws of the State of Utah. If any of the provisions of this Agreement are deemed to be not enforceable, in whole or in part, the remaining provisions shall be enforceable notwithstanding the invalidity of any other provision. Any provision not enforceable in part shall be enforceable to the extent valid and enforceable. In the event that either party brings legal action to enforce the terms, conditions and obligations of this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees incurred in enforcing the terms, conditions and obligations of this Agreement.

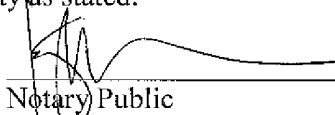
DATED the day and year first above written.

The Holly J. and Launa D. Ernest Family, LLC


Holly J. Ernest, managing member

STATE OF UTAH)
COUNTY OF Salt Lake)
SS.

On the 1st day of April, 2015, personally appeared before me Holly J. Ernest, the signer of the foregoing instrument, who is personally known to me or otherwise satisfactorily proved his identity, and who duly acknowledged to me that he executed the same, that he is authorized on behalf of The Holly J. and Launa D. Ernest Family, LLC to execute the same, and that he did so in his representative capacity as stated.


Notary Public

