

WHEN RECORDED RETURN TO:

Terratron, Inc.
P.O. Box 3208
Park City, Utah 84060

12126159
9/3/2015 11:21:00 AM \$18.00
Book - 10358 Pg - 8989-8993
Gary W. Ott
Recorder, Salt Lake County, UT
BACKMAN TITLE SERVICES
BY: eCASH, DEPUTY - EF 5 P.

ASSIGNMENT AND DECLARATION OF RESTRICTIVE COVENANT

THIS ASSIGNMENT AND DECLARATION OF RESTRICTIVE COVENANT (this "**Declaration**") is executed by MERCURY INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership, and TERRATRON, INC., a Utah corporation, (collectively referred to herein as "**Declarant**") this 1st day of September, 2015, to be effective as of the date of recording (the "**Effective Date**").

RECITALS

A. Declarant is the owner of that certain parcel of real property located in Salt Lake City, Salt Lake County, Utah, consisting of approximately 0.15 acres located at approximately 219 East 400 South, Salt Lake City, Utah, which is more particularly described in **Exhibit A**, attached hereto and incorporated herein (the "**Restricted Property**").

B. Pursuant to a Purchase and Sale Agreement (the "**Agreement**") effective as the 30th day of June, 2015, by and between Declarant and Salt Lake City Corporation, a municipal corporation organized and existing under the laws of the State of Utah ("**City**"), Declarant has agreed to sell to the City and the City has agreed to acquire and purchase from Declarant a property right pertaining to the Restricted Property, consisting of all Declarant's right to allow, permit, remove and/or prevent the presence of the existing billboard sign and any future billboard signs on the Restricted Property.

C. Pursuant to the Agreement, Declarant has covenanted with the City to execute, acknowledge and cause this Declaration to be recorded in the Office of Recorder of Salt Lake County, Utah.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant declares as follows:

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct, are hereby incorporated into this Declaration as a part hereof, and may be used in the interpretation hereof.

2. Assignment and Grant of Property Right. Declarant hereby assigns and grants to the City all of Declarant's right to allow, permit, remove and/or prevent the presence of the existing billboard sign and any future billboard signs on the Restricted Property (collectively referred to herein as the "**Property Right**."). The Property Right hereby granted and assigned to the City shall be perpetual in duration and shall be appurtenant to and shall run with the Restricted Property. The foregoing restrictions pertaining to the assignment and granting of the

Property Right to the City shall be for the benefit of the City and are binding upon all successor owners and occupants of the Restricted Property.

3. Recording. This instrument shall be recorded in the Office of the Recorder of Salt Lake County, Utah.

4. Exercise and Enforcement of the Property Right. The City and its successors in interest and assigns with respect to the Property Right shall have the exclusive right in perpetuity to exercise, control and enforce the Property Right as it pertains to the Restricted Property.

5. Remedies. The City shall be entitled to exercise any available remedies at law or in equity necessary in order to exercise, control and enforce the Property Right, including, but not limited to, injunctive relief, specific performance, a declaratory action, or other similar equitable relief, together with the right to recover from all adverse parties in any enforcement proceedings the legal fees and costs incurred by the City with respect to enforcing the Property Right and exercising such remedies.

6. Governing Law. This Declaration and the interpretation and enforcement hereof, and the legal relations between the parties hereto, shall be governed by and construed in accordance with the laws of the State of Utah.

[Remainder of Page Intentionally Left Blank – Signatures on Following Page]

IN WITNESS WHEREOF, Declarant has executed this Assignment and Declaration of Restrictive Covenant on the date first above written, to be effective as of the Effective Date.

DECLARANT:

TERRATRON, INC.,
a Utah corporation

By: [Signature]
Name: David W. Peters
Title: President

MERCURY INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership

By: **MERCURY MANAGEMENT, L.C.,**
a Utah limited liability company
Title: General Partner

By: [Signature]
Name: David W. Peters
Title: Operating Manager

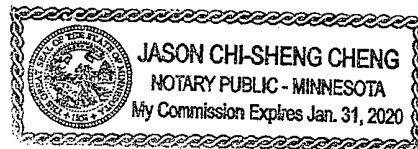
STATE OF MINNESOTA)
COUNTY OF HENNEPIN)
§

The foregoing instrument was acknowledged before me this 2 day of September, 2015 by David W. Peters, in his capacity as the President of Terratron, Inc., a Utah corporation.

[Signature]
Notary Public
Residing at: BOOMINGTON, MA

My Commission Expires:


1/31/2020



STATE OF MINNESOTA)

COUNTY OF HENNEPIN)[§]

The foregoing instrument was acknowledged before me this 2 day of September, 2015 by David W. Peters, in his capacity as the Operating Manager of Mercury Management, L.C., a Utah limited liability company, which executed the foregoing instrument in its capacity as the General Partner of Mercury Investments Limited Partnership, a Utah limited partnership.



Notary Public
Residing at: BLOOMINGTON, MN

My Commission Expires:

1/31/2020

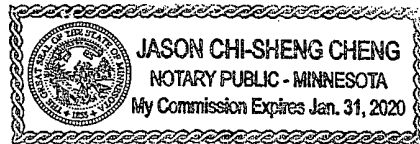


EXHIBIT A

LEGAL DESCRIPTION OF THE RESTRICTED PROPERTY

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

Beginning North 89 deg. 58'27" East 4.39 feet from the Southwest corner of Lot 3, Block 54, Plat "A", Salt Lake City Survey, running thence East 45.11 feet; thence North 129.3 feet; thence West 3.93 feet; thence South 73 deg. 54'01" West 17.31 feet; thence West 11.95 feet; thence North 14.11 feet; thence West 16.99 feet; thence South 130.61 feet; thence North 89 deg. 58'27" East 4.39 feet; thence South 8 feet to the point of beginning.

Parcel No.: 16-06-326-019