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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
REAGAN OUTDOOR ADVERTISING  
1775 N WARM SPRINGS RD  
SLC UT 84116  
BY: TUA, DEPUTY - WI 9 P.

When recorded return to:

Reagan Outdoor Advertising  
Attention Real Estate Department  
1775 North Warm Springs Road  
Salt Lake City, Utah 84116

## PERPETUAL EASEMENT AGREEMENT

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This Perpetual Easement Agreement is made and entered into this 29<sup>th</sup> day of September, 2015, by and between The Outdoor Post, L.L.C., a Utah limited liability company, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116 (“Grantor”), and R.O.A. General, Inc., dba Reagan Outdoor Advertising, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116 (“Grantee”).

### RECITALS

A. Grantor is the owner of certain property located at approximately 204 West 2100 South, in Salt Lake City, Salt Lake County, Utah, and more particularly described on Exhibit “A” attached hereto (the “Property”).

B. Grantee is the owner of an outdoor advertising sign and all supporting structures, devices, connections, appurtenances and replacements related thereto (the “Existing Sign”) located on the Property.

C. Grantor desires to grant Grantee an easement for outdoor advertising and wireless communication purposes, including but not limited to the continued location and operation of the Existing Sign on the Property.

D. Overhead power lines are located on or in close proximity to the Property running the length of the Property along 2100 South Street and also extending from such power lines to the Existing Sign (collectively, the “Power Lines”), which may present a hazard or inconvenience  
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to Grantee. Grantor also desires to grant to Grantee an easement for the maintenance, removal, relocation or burial of the nearby, overhead power lines on the Property.

### **TERMS OF AGREEMENT**

For the sum of ten dollars and other valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grant of Outdoor Advertising Easement. Grantor hereby grants to Grantee an exclusive perpetual easement on the Property for outdoor advertising and wireless communication purposes (hereafter “outdoor advertising easement”), including but not limited to the purpose of owning, operating, maintaining, replacing and servicing the Existing Sign and such other outdoor advertising signs, wireless communication facilities (including but not limited to transmitting and receiving antennas, supports, mounts, cables and equipment), supporting structures, devices, connections, supports, and appurtenances related thereto as may be desired by Grantee (all outdoor advertising signs, supporting structures, devices, connections, supports, communication facilities and appurtenances related thereto, including but not limited to the Existing Sign, which are now or hereafter located on the Property are hereafter referred to as the Signs). Grantor also hereby grants to Grantee a perpetual easement over the Property for access to the Signs for construction, maintenance, replacement and removal. Such access shall be maintained at all times by Grantor so as to enable Grantee’s construction and maintenance trucks to reach the location of each of the Signs from a public street or streets. Grantor also hereby grants to Grantee an easement over the Property for all utilities necessary or desirable to operate and/or service the Signs.

2. Grant of Power Line Easement. In addition to the foregoing outdoor advertising easement, Grantor hereby grants to Grantee an exclusive perpetual easement on the Property for the maintenance, removal, relocation, alteration or burial of the Power Lines (the “Power Line

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Easement”). Grantee may enter Grantor’s property to effect the Power Line Easement and may engage in such construction activities as are necessary to maintain, remove, relocate, alter or bury the Power Lines. Grantee will return the surface of the Property to substantially the same condition it was in prior to the construction. Grantor will cooperate in good faith with Grantee in obtaining necessary permits and/or licenses to effect the purposes of the Power Line Easement and will allow construction crews reasonable access to the Property to perform the required work. Notwithstanding the Power Line Easement, Grantee does not hereby undertake a duty to maintain, relocate, alter, or bury the Power Lines and Grantee shall not be liable or responsible for the Power Lines or their condition or repair.

3. Covenants of Grantor. Grantor irrevocably covenants to allow the continued operation of the Signs and agrees not to take any actions which would reduce or curtail the effectiveness of the use of the Property for outdoor advertising purposes, including without limitation the following:

(a) Installing or constructing buildings, fences, signs or any other structures which obstruct or impair the visibility of any of the Signs from any surrounding street or freeway or obstruct or impair access thereto;

(b) Planting, or allowing the growth of, trees, shrubs or other vegetation which would obstruct or impair, or over time grow to a height that would obstruct or impair, the visibility of any of the Signs from any surrounding street or freeway or obstruct or impair access thereto;

(c) Seeking to change zoning which would prohibit or impose restrictions on outdoor advertising on the Property;

(d) Contesting any variances, petitions or applications sought by Grantee relating to the use of the Property for outdoor advertising;

(e) Parking cars or allowing cars to be parked in such a way as to obstruct or impair access to any of the Signs for maintenance, servicing, replacement or repair;

(f) Storing any items on the property or allowing the accumulation of garbage on the Property such that accessibility to any of the Signs is obstructed or impaired; and

(g) Erecting any other signs on the Property which obstruct or impair the visibility of any of the Signs from any street or freeway or obstruct or impair access thereto, or erecting any other signs on the Property which advertise off-premises activities, whether or not such other signs obstruct or impair the visibility of any of the Signs.

4. Grantee's Right to Remove Obstructions. Grantor hereby grants unto Grantee the right to remove any obstructions on the Property to the visibility or access to any of the Signs, including without limitation the right to trim and remove trees, and to take such other actions as necessary to be able to operate, maintain, repair, replace and service the Signs or to alter, relocate or bury the power lines.

5. Relocation. If, as a result of governmental action, administration or regulation, or for any other reason (a) any of the Signs is required to be relocated or (b) any of the Signs must be relocated in order for the Signs purposes to be reasonably continued, then, and in that event, Grantee may relocate the Signs on the Property as is necessary or desirable. Such relocation shall provide the same or substantially the same visibility for the Signs from all adjacent streets and freeways as existed prior to relocation.

5. Term. The easements granted pursuant to this Agreement and the covenants of Grantor and all other terms hereof shall be perpetual. Grantee may terminate this Agreement at any time by giving Grantor thirty (30) days written notice. Grantee may remove any of the Signs' minor and major components from the Property at any time either before or after termination of this Agreement.

6. Liens. Grantor represents and warrants that (a) it is the lawful owner of the Property; (b) the Property is not subject to any liens, mortgages, deeds of trust or other encumbrances; and (c) Grantee's rights pursuant to this Agreement shall be superior to any liens, mortgages, deeds of trust or other encumbrances placed or allowed to be placed against the Property.

7. Condemnation. In the event all or any part of the Property is condemned or sought to be condemned, Grantee shall be entitled, in its sole discretion, to one or more of the following: a) to contest the condemnation; b) to relocate its Signs on the portion of the Property not acquired; c) to terminate this Agreement; d) to receive compensation from the condemnor for the value of Grantee's interest in the Property and Signs acquired and for the reduced value of Grantee's interest in the Property and Signs not acquired (whether located on the Property or not) which results from the acquisition; and e) to recover from the condemnor to the maximum extent otherwise allowable by law. "Condemned" and "condemnation" shall be construed to include any transfer of possession, title or right relating to the Property, or any portion thereof, in favor of or for the benefit of any entity having the power of eminent domain, including, but not limited to, sale or lease. No right of termination set forth anywhere in this Agreement may be exercised by or for the benefit of any entity having the power of eminent domain.

8. Successors and Assigns. This Agreement, including but not limited to the covenants of Grantor set forth in Section 3 above, shall constitute a covenant running with the land and shall be binding upon Grantor and its successors and assigns in the 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, Grantee 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 Grantee seeks an injunction based upon Grantor's breach, it is specifically agreed that no bond shall be required.

9. Assignment by Grantee. Grantor agrees that Grantee may transfer, sell or assign its rights under this Agreement to any person whomsoever without notice to Grantor.

10. Payments by Grantee. Grantor also grants unto Grantee the right to pay any taxes relating to the Property in order to prevent a tax sale or to make any payments to prevent the foreclosure of any liens or encumbrances against the Property or to redeem the Property from same. In the event of payment of such taxes, liens or redemption by Grantee, Grantee shall be entitled to recover the amount of such taxes and other payments from Grantor, together with interest thereon at the higher interest rate of either twelve percent (12%) or five percent (5%) over and above the average ten-year Treasury Bill rate from the time of payment by Grantee until repayment thereof by Grantor. In the event Grantee prevents a foreclosure action or sale to satisfy liens or encumbrances on the Property by any lien payment described above, or redeems the Property therefrom, Grantee shall succeed to all of the rights and interest of the original lienholder. Grantee shall have the same rights as the original lienholder to initiate a foreclosure of the Property

to recover those payments made, to include Grantee's costs, expenses, fees and attorneys' fees. The remedies afforded by this Section 10 shall not be exclusive and shall be in addition to any and all other remedies available to Grantee at law or in equity.

11. Miscellaneous. 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.

DATED the day and year first above written.

GRANTOR:

THE OUTDOOR POST, L.L.C.,  
a Utah limited liability company

By: [Signature]

Its: MANAGER

GRANTEE:

R.O.A. GENERAL, INC.,  
a Utah corporation

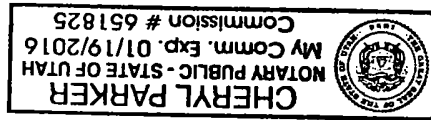
By: [Signature] for R.O.A.

Its: PRESIDENT

STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

On this 27 day of September, 2015, personally appeared before me Landon Farnsworth  
Manager of The Outdoor Post, L.L.C., who duly acknowledged to me that he executed the same  
on behalf of The Outdoor Post, L.L.C.

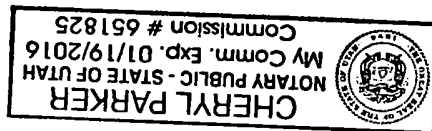
*Cheryl Parker*  
Notary Public:



STATE OF UTAH )  
 :ss.  
COUNTY OF SALT LAKE )

On this 29 day of September, 2015, personally appeared before me  
Davey Raaga, the President of R.O.A. General, Inc., who duly acknowledged to me  
that he executed the same on behalf of R.O.A. General, Inc.

*Cheryl Parker*  
Notary Public





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Beginning 33 feet West from the Southeast corner of Lot 2, Block 7, Five Acre Plat "A", Big Field Survey, running thence North 00°13'43" East 287.19 feet, (record North 287.1 feet); thence South 89°51'29" West 233.95 feet, (record West 236.5 feet); thence South 00°13'43" West 138.60 feet, (Record South 138.6 feet); thence North 89°51'29" East 44.51 feet, (record East 45 feet); thence South 00°13'43" West 148.6 feet, (record South 9 rods); thence South 89°58'51" East 189.44 feet, (record East 191.5 feet) to the point of beginning.

TOGETHER WITH that portion described as follows:

Beginning at a point on the North right of way line of 2100 South Street, said point being South 89°51'29" West along the lot line 222.44 feet and North 0°13'43" East 8.71 feet from the Southeast corner of Lot 2, Block 7, 5 Acre Plat "A" Big Field Survey and running thence North 89°58'51" West along said North line 5.30 feet to a point South 89°58'51" East 523.425 feet from the West line of said Lot 2, thence North 0°13'43" East parallel to the North-South lot lines in said Block 7, 139.79 feet, thence North 89°51'29" East 5.30 feet, thence South 0°13'43" West parallel to said North-South lot lines, 139.79 feet to the point of beginning.

EXCEPTING THEREFROM that portion on the South conveyed to the State Road Commission of Utah.

ALSO LESS AND EXCEPTING that portion described as follows:

Beginning at point on a North-South fence line, said point South 89°51'29" West along the lot line 261.70 feet from the Northeast corner of Lot 2, Block 7, 5 Acre Plat "A" Big Field Survey and running thence South 89°52'19" West along said lot line 5.25 feet to a point North 89°51'29" East along said lot line 484.215 feet from the Northwest corner of said Lot 2, thence South 0°13'43" West parallel to the North-South lot lines in said Block 7, 138.60 feet; thence North 89°51'29" East 5.45 feet to a fence line; thence North 0°07'31" East along said fence line 138.60 feet to the point of beginning.

Parcel No.: 15-13-453-019