

WHEN RECORDED, MAIL TO:

Terratron, Inc.
340 Main Street, Suite 200
P.O. Box 3208
Park City, UT 84060

13330751
7/16/2020 3:54:00 PM \$40.00
Book - 10980 Pg - 6316-6320
RASHELLE HOBBS
Recorder, Salt Lake County, UT
JONES WALDO HOLBROOK MCDONOUGH
BY: eCASH, DEPUTY - EF 5 P.

GRANT OF SIGN EASEMENT

THIS GRANT OF SIGN EASEMENT (this "*Agreement*"), is made by **SALTUS FORT UNION TACOS, LLC**, a Utah limited liability company whose address is 5591 South Wayman Lane, Holladay, Utah 84117 ("*Grantor*"), for the benefit of **TERRATRON, INC.**, a Utah corporation, as successor by merger to **TERRATRON MIDWEST, INC.** and/or its related entity **TITUS FOODS, INC.**, and its successors, assigns, tenants, and licensees (collectively, "*Grantee*"). This Agreement completely supersedes a "Grant of Sign Easement" from Grantor to Grantee dated 22 July 2019, which was signed and acknowledged by Grantor but has not yet been recorded in the official records of the Recorder of Salt Lake County, Utah.

Grantor, its successors and assigns, does hereby grant, sell and convey unto Grantee, its successors and assigns as to ownership or occupancy of the real property located in Salt Lake County, Utah that is described in "Exhibit A," an easement (the "*Easement*") for the location, construction, maintenance, repair and replacement from time to time, as determined by Grantee, of an outdoor advertising structure and all necessary or desirable appurtenances on, over and upon the real property located in Salt Lake County, Utah, that is known as Salt Lake County Assessor parcel no. 22-21-483-018 and is particularly described in "Exhibit B" and is shown in "Exhibit C."

Together with the right of access to the Easement from adjacent lands of Grantor for all activities in connection with the purposes for which the Easement has been granted; and together with the present and (without payment therefor) the future right to keep the Easement clear of hazards which might endanger Grantee's facilities or impede Grantee's activities.

This Agreement is intended to, and does, establish the new, replacement location where signage may be erected under section 5.1(b) of the "Nonexclusive Ground Lease" dated 1 June 1989 between Grantor's predecessor-in-title, Gregory E. Austin, as lessor, and Grantee's predecessor, Titus Foods, Inc., as lessee, as heretofore modified or amended (the "*Lease*"). The Lease is hereby deemed amended to reflect the parties' mutual agreement that Grantee may erect such signage on the Easement in the place of the prior location of such signage on the realty covered by the Lease (the "*Leasehold*"), which prior location has been acquired by the city of Cottonwood Heights (the "*City*") for public right-of-way purposes. Other than designating the location on the Leasehold where signage may be located, this Agreement (a) does not modify the Lease, which shall remain in full force and effect between Grantor and Grantee, and (b) shall be deemed subordinate to the Lease. This Agreement, and the Easement, shall be deemed terminated upon any termination of Grantee's rights in and to the Leasehold as the lessee under the Lease.

Subject to the foregoing limitations, the surface of the easement may be used for other purposes not inconsistent, as determined by Grantee, with the purposes for which the Easement has been granted.

Grantee hereafter shall reasonably, promptly cooperate with any written agreement between Grantee and the City to relocate the location of the Easement to another location on the Leasehold in order to enhance the visibility and commercial utility of Grantee's signage on the Easement, so long as such new location is reasonably acceptable to Grantor.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED 6 January 2020.

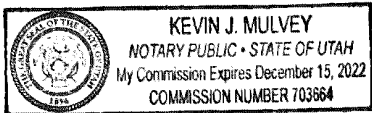
GRANTOR:

SALTUS FORT UNION TACOS, LLC, a Utah limited liability company

By: *Dorothy A. Saltus*
Dorothy A. Saltus, Manager

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

This instrument was acknowledged before me on Jan 23, 2020 by **Dorothy A. Saltus** as the manager of **SALTUS FORT UNION TACOS, LLC**, a Utah limited liability company.



Kevin J. Mulvey
Notary Public

EXHIBIT "A"
TO GRANT OF SIGN EASEMENT

(Legal Description of "McDonald's Parcel")

Beginning on the West line of the property conveyed to the Utah Department of Transportation for 2000 East Street (Highland Drive) at a point that is due South along the Highland Drive Monument line (basis of bearing) 254.86 feet and West 46.00 feet from the County Monument at the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence West 218 feet; thence North 182.58 feet; thence South 82°55'00" East 219.68 feet to said West line of street; thence South 155.50 feet to the point of beginning.

County Parcel No. 22-28-229-029-0000.

EXHIBIT "B"
TO GRANT OF SIGN EASEMENT

(Legal Description of "Sign Easement Parcel")

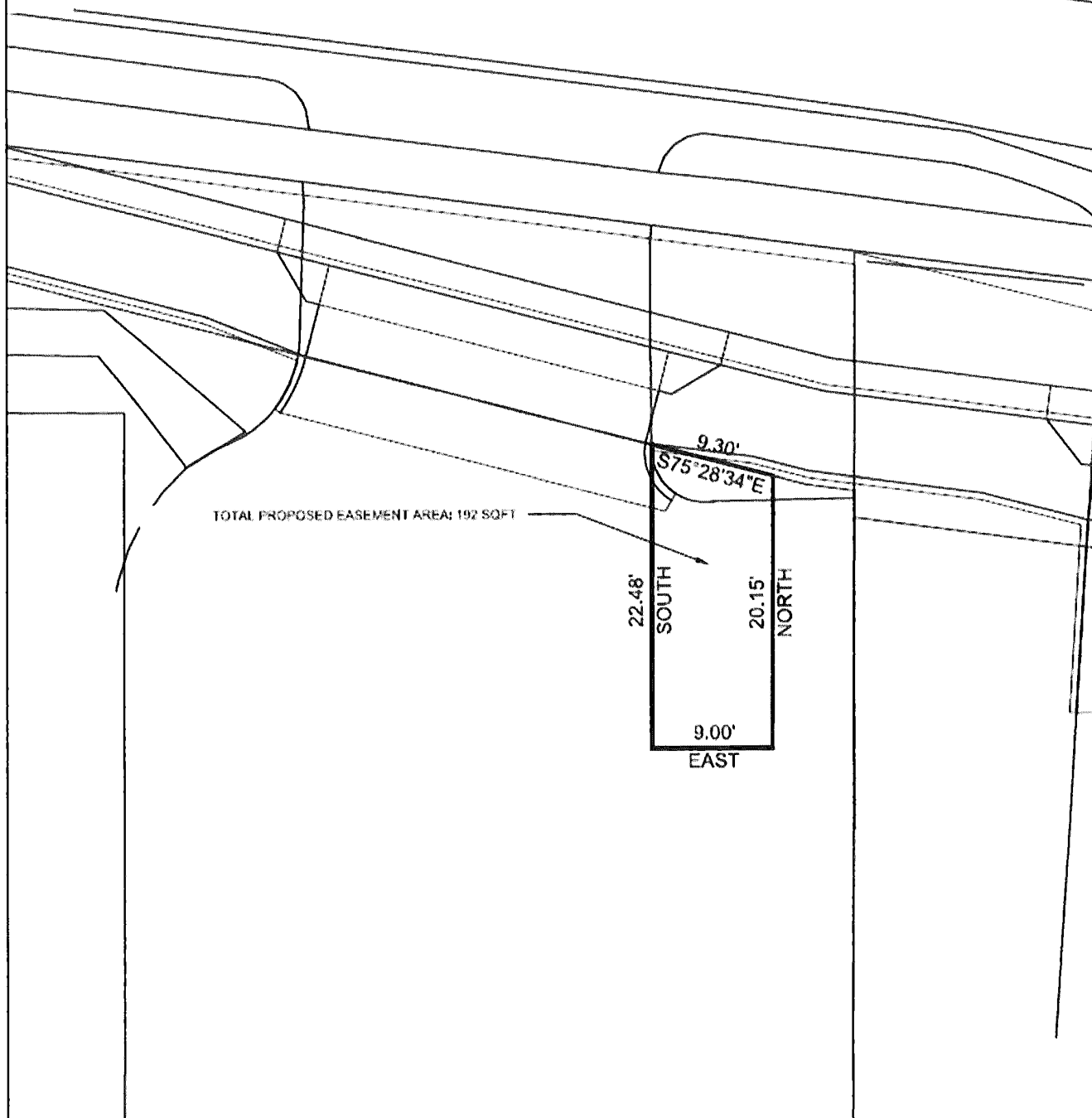
Being a portion of County Parcel No. 22-21-483-018, and being more particularly described as follows:

Beginning at a point, said point being located North 33.38 feet and West 194.93 feet, more or less, from the County Monument at the Northeast Corner of Section 28, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence North 20.15 feet to the Southerly right of way line as acquired by the city of Cottonwood Heights; thence North 75°28'34" West 9.30 feet along said Southerly right of way line; thence South 22.48 feet; thence East 9.00 feet to the point of beginning.

Contains 192 square feet.

EXHIBIT "C"
TO GRANT OF SIGN EASEMENT

Fort Union Boulevard



McDonald's Sign Easement Exhibit

SCALE
1" = 10'