

WHEN RECORDED RETURN TO:
Graden P. Jackson
STRONG & HANNI
3 Triad Center, Suite 500
Salt Lake City, Utah 84103

E 2275625 B 4294 P 2518-2524
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
5/31/2007 4:01:00 PM
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DEP eCASH REC'D FOR STRONG & HANNI

SIGN EASEMENT AGREEMENT

This Sign Easement Agreement ("Agreement") is made by and between BEJET PROPERTIES, LLC, a Utah limited liability company ("Grantor"), and RED FLAME PROPERTIES, L.C., a Utah limited liability company ("Grantee").

The following recitals of fact are a material part of this Agreement:

A. Grantor is the owner of certain real property located in Davis County, State of Utah, (hereinafter "Grantor's Property") legally described as follows:

See Exhibit A attached hereto.

B. Grantee is the owner of certain real property (hereinafter "Grantee's Property") abutting Grantor's Property, legally described as follows:

See Exhibit B attached hereto.

C. An advertising sign has been erected on Grantor's Property, fifty percent (50%) of which is intended for the use of Grantor and its tenants, which sign is described in Exhibit A attached hereto (hereinafter the "Sign").

D. The Sign is presently on Grantor's Property without right of title or easement.

E. The purpose of this Agreement is to provide a restrictive grant of easement to Grantee to allow for ingress and egress by Grantee to the Sign for (i) the installation, maintenance, repair and/or replacement of the Sign advertising panels corresponding to Grantee and/or Grantee's tenants; (ii) the installation, maintenance, and/or repair of the Sign itself; (iii) the maintenance and/or repair of utilities servicing the Sign; and (iv) the regularization of conditions for maintenance of the Sign and access to the Sign and Grantor's Property for that purpose.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and other good and valuable consideration, the receipt of which are hereby acknowledged, the following grants, agreements and covenants are made:

1. Grant of Easement.

a. Advertising Easement. Grantor hereby grants to Grantee an exclusive and appurtenant easement to use fifty percent (50%) of the sign advertising panels on the Sign for purposes of advertising for Grantee and/or Grantee's tenants.

06-051-0166, 06-051-0163, 06-051-0165, 06-122-0011, 06-122-0012, 06-122-0013, 06-122-0014, 06-122-0015, 06-122-0016, 06-122-0017, 06-122-0018, 06-122-0019, 06-122-0020, 06-051-0164, 06-051-0110, 06-051-0121

b. Maintenance Easement. Grantor hereby grants to Grantee a non-exclusive and appurtenant easement for the maintenance and repair of the Sign, the sign advertising panels, sign structure, and any other improvement of the Sign structure at the Sign's current location as described in Exhibit A.

c. Access Easement. Grantor hereby grants to Grantee a non-exclusive and appurtenant easement for access over Grantor's Property to perform maintenance and repair of the Sign, including the installation and replacement of sign advertising panels and all other maintenance and repair described in Subsection 1(b) above.

d. Utility and Service Easement. Grantor hereby grants to Grantee a non-exclusive and appurtenant easement for the maintenance and repair of existing utility lines servicing the Sign.

2. Grant Restrictions. The easements granted in Section 1 (the "Easements") are restricted as follows:

a. Easement Benefit. The Easements are granted solely for the use of Grantee and for the benefit of its members and tenants which operate business enterprises on Grantee's Property.

b. Sign Use. Advertising by third parties who are not tenants of Grantee or Grantor, and who are not operating business enterprises on Grantee's Property or Grantor's Property is strictly prohibited. Neither Grantee nor Grantor shall conduct or permit any offensive advertising including "adult oriented" or unlawfully discriminatory advertising.

c. Maintenance and Repair. The Sign may not be painted a different color, enlarged, modified or moved from its present location without prior written consent of Grantor, which consent may be withheld in Grantor's sole discretion; provided, however, that the Sign and Grantee's corresponding sign advertising panels may be repaired or replaced by a new sign of the same or similar design, size and paint color.

d. Expense and Liability. Grantee will maintain its portion of the Sign in good repair and condition at its sole cost and expense. Grantee assumes all responsibility and liability for the use and maintenance of its portion of the Sign, and agrees to hold Grantor harmless from any claim or liability whatsoever arising from Grantee's installation, use, or maintenance of its portion of the Sign.

e. Access. Grantor will allow Grantee reasonable access to the Sign and to all utility lines servicing the Sign for the purposes of the Easements. Grantee is granted permission to access the Sign on or over any paved surface to the extent possible on Grantor's Property without disturbing Grantor's operation of its business or and/or use of the Property. Grantor may from time to time designate access by Grantee, its maintenance personnel, contractors, suppliers and utility service providers.

f. Visibility. Grantor agrees to maintain reasonable visibility of the Sign and will not install any other improvement, including, but not limited to, another advertising sign, which materially impairs or restricts existing visibility of the Sign.

3. Amendment and Termination. This Agreement and the Easements granted herein is fully accepted by and between Grantor and Grantee and can only be amended by written agreement fully executed by both parties. If at any time the Sign stops being used as an advertising sign or is removed and not replaced within one year with the written consent of Grantee, the Easement will terminate and Grantee will provide a quit claim deed to Grantor or current owner of Grantor's Property.

4. Miscellaneous.

a. Supersedes. This Agreement and the Easements granted herein supersedes and replaces any existing rights held by Grantee against Grantor's Property pertaining to the installation, use, maintenance, or existence of the Sign.

b. Non-Waiver. Failure to enforce the provisions of any limitation, restriction, covenant, condition, obligation, or charge of this Agreement shall not constitute a waiver of any right to enforce any such provision.

c. No Assignment by Grantee. Grantee may not transfer or otherwise assign any of its rights or interest granted under this Agreement unless accompanied by the transfer or sale of all or any portion of Grantee's Property benefiting from Grantee's rights hereunder. Any purported assignment that does not comply with this provision shall be null and void and shall entitle Grantor to terminate this Agreement and the Easements hereby granted.

[Signatures on following page]

Exhibit A

Tax Serial No.	Legal Description
06-051-0166	BEG AT A PT N 89°58'52" W 844.07 FT & S 00°01'08" W 16.5 FT & S 01°06'05" E 352.519 FT & S 89°58'52" E 74.106 FT & S 89°58'52" E 255.534 FT & S 00°01'08" W 106.50 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, WH PT IS ALSO 7.69 CHS W & 5.84 CHS S & S 90 FT FR SE COR OF NE 1/4 OF SEC 25, RUN TH S 53.72 FT, MOL, TO THE N LINE OF 1350 S STR WH PT IS ON THE N LINE OF WD 661881, RUN TH S 89°53'52" E ALG SD N LINE 120 FT TO A PT ON THE W LINE OF A WD 1312766; TH N 00°38'10" E 54.02 FT, MOL, TO A PT WH IS 7.69 CHS W & 5.84 CHS S & 120 FT E & S 90 FT FR THE SE COR OF THE NE 1/4 OF SEC 25, RUN TH W 120 FT TO POB. CONT. 0.15 ACRES
06-051-0163	BEG AT A PT WH IS N 89°58'52" W ALG THE 1/4 SEC LINE 180.97 FT TO THE W LINE OF 500 W STR & S 0°00'05" E ALG SD STR 362.53 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH S 0°00'05" E 177.00 FT, MOL, TO THE N LINE OF 1350 S STR; TH N 89°53'52" W 204.80 FT TO THE PROJECTION OF A US GOV PPTY FENCE LINE; TH N 0°38'10" E 177.33 FT ALG SD FENCE LINE & FENCE LINE EXTENDED TO A PT N 89°53'30" W OF THE POB; TH S 89°53'30" W TO THE POB, TH S 89°53'30" E 202.83 FT TO THE POB. CONT. 0.83 ACRES
06-051-0165	BEG AT A PT ON THE W LINE OF A HWY, 40 FT W OF THE CENTER LINE THEREOF, AT A PT N 89°58'52" W 180.15 FT ALG THE 1/4 SEC LINE TO THE W LINE OF SD HWY & S 0°01'31" W 385.40 FT ALG SD HWY FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH S 0°00'05" E 90.0 FT, TH E 18.84 FT; TH N 90 FT, TH W 18.84 FT TO THE POB. CONT. 0.04 ACRES
06-122-0018	ALL OF LOT 18, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.96 ACRES
06-122-0017	ALL OF LOT 17, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.096 ACRES
06-122-0016	ALL OF LOT 16, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.097 ACRES
06-122-0015	ALL OF LOT 15, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.098 ACRES
06-122-0014	ALL OF LOT 14, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.098 ACRES
06-122-0013	ALL OF LOT 13, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.099 ACRES
06-122-0012	ALL OF LOT 12, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.100 ACRES

06-122-0011	ALL OF LOT 11, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.101 ACRES
06-122-0010	ALL OF LOT 10, BEEHIVE ACRES AMENDED COMMERCIAL SUB. CONT. 0.101 ACRES

Exhibit B

Tax Serial No.	Legal Description
06-051-0164	BEG AT A PT WH IS N 89°58'52" W ALG THE 1/4 SEC LINE 180.97 FT TO THE W LINE OF 500 W STR & S 0°00'05" E 382.53 FT (368.53 FT) & N 89°53'30" W 132.00 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH N 89°53'30" W 70.83 FT, TH S 0°38'10" W 15.61 FT TO A US GOVERNMENT PPTY FENCE; TH N 89°59' W 123.70 FT; TH N 0°01'08" E 17.39 FT; TH S 89°33'10" E 26.70 FT; TH N 0°00'06" W 73.58 FT; TH S 89°53'30" E 168.00 FT; TH S 0°00'05" E 75.00 FT TO THE POB. CONT. 0.335 ACRES
06-051-0110	BEG AT A PT N 89°58'52" W 844.070 FT & S 00°01'08" W 16.50 FT & S 01°06'05" E 352.519 FT & S 89°58'52"E 74.106 FT FR THE E 1/4 COR OF SEC 25, T2N-R1W SLM: TH S 89°58'52" E 255.534 FT, TH S 0°01'08" W 160.22 FT, TH N 89°58'52"W 255.534 FT TH N 0°01'52" W 160.22 FT TO THE POB. CONT. 0.94 ACRES
06-051-0121	BEG AT A PT N 89°58'52" W 844.070 FT & S 0°01'08" W 16.50 FT & S 01°06'05" E 352.519 FT FR THE E 1/4 COR OF SEC 25-T2N-R1W, SLM; & RUN TH S 89°58'52" E 74.106 FT; TH S 0°01'52" E 160.22 FT; TH N 89°33'40" W 129.66 FT; TH N 0°58'32" E 166.53 FT; TH S 89°45'13" E 55.65 FT TO A PT N 0°06'05" W OF THE POB; TH S 01°06'05" E 8.7 FT M/L TO THE POB. CONT. 0.49 ACRES