

12884583  
11/13/2018 12:23 PM \$35.00  
Book - 10729 Pg - 6968-6979  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
R.O.A. GENERAL, INC  
1775 N WARM SPRINGS RD  
SALT LAKE CITY UT 84116  
BY: MZA, DEPUTY - WI 12 P.

When recorded return to:

R.O.A. General, Inc.  
1775 North Warm Springs Road  
Salt Lake City, Utah 84116

### PERPETUAL EASEMENT AGREEMENT

This Perpetual Easement Agreement is made and entered into this 9<sup>th</sup> day of Novemeber, 2018, by and between 10<sup>th</sup> South State, LLC, a Utah limited liability company (“Grantor”), whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, and R.O.A. General, Inc., dba Reagan Outdoor Advertising, a Utah corporation (“Grantee”), whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116.

### RECITALS

Grantor is the owner of certain real property located at approximately 1004 South State Street, in Salt Lake City, Salt Lake County, Utah, and described as follows (the “Property”):

**Lots 32 and 33, Block 8, MAIN STREET SUBDIVISION, and commencing at the Northeast Corner of Lot 11, Block 8, thence West 30 feet; thence South 40 feet; thence East 30 feet; thence North 40 feet to the point of beginning.**

**Together with the Vacated Alley abutting on said property.**

**Tax Parcel No. 16-07-302-006**

B. Grantee is the owner of an outdoor advertising sign and all supporting structures, devices, connections and appurtenances related thereto, which are now located on the Property, which Grantee uses for advertising and communication purposes (when used herein, the term “advertising and communication purposes” shall include commercial and non-commercial advertising, free speech, commercial and non-commercial communication, and wireless communication).

C. Grantor desires to grant Grantee an exclusive perpetual easement for advertising and communication purposes, including, but not limited to, the continued location and operation of the signs referred to above, 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 Easements.

(a) Grantor hereby grants to Grantee an exclusive perpetual easement on the Property for advertising and wireless transmission and communication purposes, including but not limited to the purpose of owning, operating, maintaining, replacing and servicing the sign referred to above and such wireless communication facilities (including but not limited to transmitting and receiving antennas, supports, mounts, cables and equipment), supporting structures, sign faces, electronic sign faces (including but not limited to LED, LCD and OLED sign faces), electronic panels, message centers, visual communication media, any and all new technologies and innovations applicable to or useful for advertising or wireless transmission and communication purposes, devices, connections, supports, electrical equipment, control equipment, equipment sheds and shelters, other now-existing and future foreseeable and non-foreseeable technologies, rights of use, conforming rights, non-conforming rights, registrations, applications, permits, grand-fathering rights, and appurtenances related thereto as may be desired by Grantee. All of the foregoing, including but not limited to the sign referred to in the Recitals and any future replacements thereof which are now or hereafter located on the Property, are hereafter referred to as the "Signs"). Without limiting any rights granted in this Agreement, Grantee may, at its option (i) replace any sign faces with electronic sign

faces or mechanical trivison faces; (ii) enlarge any sign faces; and (iii) add extensions and embellishments to sign faces.

(b) 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 the Signs from a Street (as defined below) via a legal entry or curb cut and shall include level paved areas on the Property adjacent to each of the Signs, not smaller than 40 feet by 15 feet, for Grantee's construction and maintenance trucks to park for the purpose of working on the Signs.

(c) Grantor also hereby grants to Grantee a perpetual easement on, over and across the Property for all utilities (including but not limited to wiring, cable, optic fiber and other now-existing and future foreseeable and non-foreseeable technologies) necessary or desirable to operate, illuminate, and/or service the Signs.

2. Covenants of Grantor. Grantor irrevocably covenants to allow the continued operation of the Signs and agrees not to directly or indirectly take any actions or to permit any person or entity to take any action which would reduce or curtail the effectiveness of the use of the Property for advertising and communication purposes, including without limitation the following:

(a) Installing or constructing buildings, fences, signs or any other permanent or non-permanent structures, items, or objects which will obstruct or impair the visibility of the Signs from any street, including but not limited to State Street, and any other existing or future thoroughfares, streets, roads, walkways, rail lines, toll roads, paths, or other routes used for human travel (hereafter, "Street"), or obstruct or impair access to the Signs from any Street;

(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 the Signs from any Street or obstruct or impair access to the Signs from any Street;

(c) Seeking to change the Property's zoning designation or any applicable zoning regulations, laws, statutes, regulations, restrictive covenants, etc., which would prohibit or impose restrictions on Grantee's use of the Property or the Signs for advertising and communication purposes;

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

(e) Parking vehicles or allowing vehicles to be parked in such a way as to obstruct or impair visibility of the Signs from any Street or obstruct or impair access or utility service to the Signs from any Street;

(f) Placing or storing any permanent or non-permanent items, objects, or structures on the property or allowing the accumulation of garbage on the Property in such a way as to obstruct or impair visibility of the Signs from any Street or obstruct or impair access to the Signs from any Street;

(g) Erecting any other signs, banners, balloons or other media on the Property which obstruct or impair the visibility of the Sign from any Street or obstruct or impair access to the Signs from any Street, or erecting any other signs, banners, balloons or other media on the Property which advertise off-premises activities, whether or not such other signs, banners, balloons or other media obstruct or impair the visibility of the Signs;

(h) Taking any action which impedes Grantee's ability to exercise any rights granted to Grantee herein; including but not limited to building or making modifications

or renovations to buildings that interfere with the operation, use, effectiveness, communications, access to or visibility of the Signs for advertising and communication purposes, or taking any actions that could result in violations of OSHA regulations, or any other applicable laws, rules, regulations, or ordinances relating to the Signs;

(i) Removing, dismantling, raising or lowering, either temporarily or permanently, the Signs at any time;

(j) Terminating, removing, dismantling, interfering, disrupting, or in any way denying power or electronic communication to the Signs;

(k) Installing or permitting the installation of any power lines or granting any easements for the installation of power lines in a proximity to the Signs that would require that Grantee give notice to the public utility operating the power lines pursuant to Section 54-8c-2 of the Utah Code Annotated, or other applicable statutes or ordinances;

(l) Installing or permitting the installation of any lights or other illumination devices that obstruct or impair the effective visibility of the Signs from any Street;

(m) Operating any machinery or equipment that causes interference or static with the Signs; or

(n) Making any claims that the Signs, or the operation thereof, constitute a nuisance, or otherwise adversely impact the Property.

3. Grantee's Remedies. In the event of a breach by Grantor of any of the covenants set forth in Section 2 above or any other terms of this Agreement, Grantee, in addition to any and all remedies available at law or in equity, shall have the following remedies:

(a) Grantor grants unto Grantee the right to remove any items on the property that violate the terms of Section 2 above or that are obstructions on the Property to the visibility or access to the Signs, including without limitation the right to trim and remove

trees (before or after they grow to a size that obstructs or impairs visibility of a Sign), and to take such other actions as necessary to be able to operate, maintain, repair, replace and service the Signs. In the event Grantee is required to exercise its rights under this section Grantor shall reimburse Grantee for Grantee's costs, 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 the cost is incurred by Grantee until repayment thereof by Grantor.

(b) Grantor shall pay to Grantee and fee of \$1,000.00 per day for each day in which Grantor is in breach of any of the covenants set forth in Section 2 above or any other terms of this Agreement and such breach reduces or curtails the effectiveness of the use of any Sign for advertising and communication purposes. Such fee is only partial compensation for the injury and damages Grantee will suffer as a result of Grantor's breach.

(c) Grantor acknowledges that Grantee will suffer irreparable injury which is not compensable by monetary damages if Grantor breaches the covenants set forth in Section 2 of this Agreement. Accordingly, Grantor agrees that Grantee will be entitled to injunctive relief against a breach, or a prospective breach, by Grantor of any of the covenants set forth in Section 2 of this Agreement in any court of competent jurisdiction. Grantor agrees to and hereby submit to the jurisdiction of any Court in the State of Utah for the purpose of any action or proceeding instituted by Grantee. Grantor further agrees to waive any bond which may be required by any Court to obtain injunctive relief. Grantor also agrees to reimburse Grantee for costs, expenses and damages incurred as a result of any violation by Grantor of any provision of this paragraph. Grantor's obligation

shall include, but not be limited to, court costs, litigation expenses, damages and reasonable attorney's fees incurred by Grantee.

4. Relocation. If, as a result of governmental action, administration or regulation, or for any other reason (a) any Sign is required to be relocated, (b) any Sign must be relocated in order for the Sign to be fully visible from any Street; or (c) any Sign must be relocated in order for the Sign's purposes to be reasonably continued, then, and in that event, Grantee may relocate the Sign on the Property. Such relocation shall provide the same or substantially the same visibility for the Sign from all Streets 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. Grantor acknowledges that Grantee (or its assignees or tenants) retains all right and title to and ownership of the Signs, including without limitation, the structure, base, faces and supporting members and all associated fixtures, equipment and appurtenances. Grantee hereby reserves and retains, and Grantor hereby covenants and agrees that, Grantee shall retain, the right to all rent, revenue, income and profits derived from or related to the operation of the easement or the Signs and the rental, licensing or leasing thereof. 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. Removal of the Signs or any component shall not affect the continued perpetual existence of this Agreement. Grantee shall not be required to remove the foundation of any Sign, to the extent the foundation is at or below ground level.

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 any Sign 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 2 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, security or deposits for success shall be required.



9. Default by Grantee. Grantee shall not be in default hereunder unless written notice of such default is provided to Grantee and Grantee is given thirty (30) days to cure such default. If such failure cannot reasonably be cured within such thirty (30) day period, the length of such period shall be extended for the period reasonably required therefore if Grantee takes action to cure such failure with reasonable diligence and continuity. Grantor acknowledges the perpetual existence of the easements granted hereunder and shall not, under any circumstances, have the right to seek or obtain the termination of this Agreement, or to seek or obtain any remedy that would deny Grantee the benefits of the easements granted hereunder, or to seek or obtain punitive damages.

10. Assignment by Grantee. Grantor agrees that Grantee may transfer, sell, lease or assign its rights under this Agreement to any person or entity without notice to Grantor. This Agreement, including but not limited to the covenants of Grantor set forth in Section 2 above, shall inure to the benefit of Grantee's successors, assigns and tenants with respect to all or any of its rights under this Agreement.

11. 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 (or a comparable rate if an average ten-year Treasury Bill rate does not exist) 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 11 shall not be exclusive and shall be in addition to any and all other remedies available to Grantee at law or in equity.

12. Cooperation with Grantee. Grantor will reasonably cooperate with any request by Grantee regarding the execution of any applications, permits or authority requests by any governmental authority for the construction, operation, maintenance, replacement, repair or removal of a Sign.

13. Rooftop Sign. The currently existing Sign is located on the roof of an existing building. If building interior access is needed by Grantee for the construction, reconstruction, replacement, relocation, operation, or maintenance of the Signs, Grantor shall allow Grantee such access after reasonable prior notice from Grantee. If Grantor elects to relocate, modify or install utilities in a manner that might affect utility service to the Signs, Grantor shall provide advance written notice to Grantee and take all steps necessary to avoid the temporary or permanent disruption of utility service to the Signs. Grantee shall provide reasonable prior notice to Grantor of any maintenance or repairs that Grantee intends to undertake that affect the roof and shall coordinate such maintenance or repairs with Grantor. Grantor shall not remove the building or modify the building in any way that might reduce or curtail the effectiveness of the use of the Signs for advertising and communication purposes, unless Grantee has determined, and has advised Grantor in writing, that Grantee will be able to relocate the Signs to a location on the Property (either on the roof or elsewhere on the Property) that provides the same or substantially the same visibility for the then existing Sign from all Streets as existed prior to relocation. In no event is Grantee required to cooperate in any manner that (a) jeopardizes

Grantee's grandfathered status right to retain the Signs on the Property, or (b) does not comply with applicable law, regulation, ordinance, permits, or authorizations.

14. 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. Grantor hereby authorizes and empowers Grantee as its attorney-in-fact to represent Grantor's interests as owner of the Property to take such actions as are necessary to carry out the terms of this Agreement and intentions of the parties to this Agreement. In the event either party brings suit to enforce or interpret this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorney fees and costs incurred in any such action, in addition to other relief to which the prevailing party is entitled.

DATED the day and year first above written.

GRANTOR: 10<sup>TH</sup> South State, LLC,  
a Utah limited liability company

By: *Dewey A. Reagan*  
Name: *Dewey A. Reagan*  
Its: *Manager*

GRANTEE: R.O.A. General, Inc.,  
dba Reagan Outdoor Advertising,  
a Utah corporation

By: *Dewey A. Reagan*  
Name: *Dewey A. Reagan*  
Its: *President*

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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2018,  
by Dewey Reagan the Manager of 10<sup>th</sup> South State, LLC, on behalf of said company.

Mary Jean Bowers  
NOTARY PUBLIC



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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of November, 2018,  
by Dewey Reagan the President of R.O.A. General, Inc., dba Reagan Outdoor  
Advertising, a Utah corporation, on behalf of said company.

Mary Jean Bowers  
NOTARY PUBLIC

