

JUAB TITLE & ABSTRACT CO.
PO Box 245, Nephi, Utah 84648
(435) 623-0387 Order No. 22839

00148750 BK 00421 Pg 00900-00904
MILLARD COUNTY RECORDER- CONNIE K HANSEN
2004 AUG 26 13:31 PM FEE \$18.00 BY DEB
REQUEST: JUAB TITLE & ABSTRACT CO

DEED GRANTING PERPETUAL EASEMENT INCLUDING COVENANTS,
CONDITIONS AND RESTRICTIONS

1. Roger L. Nielson and Nyra Nielson, of Ephraim, Sanpete County, Utah, GRANTORS, in consideration of the sum of Ten Dollars (\$10) and other valuable consideration (see addendum), the receipt and sufficiency of which are hereby acknowledged, hereby grant, bargain, sell, convey and warrant to Saunders Outdoor Advertising, ^{Inc.} a Utah Corporation, of Ogden, Weber County, Utah, GRANTEES, and their successors and assigns, a perpetual easement and right of way on, over, under and across:
 - A. Those certain real properties located in the County of Millard, State of Utah, more particularly described in Exhibit "A", attached hereto and by this reference incorporated herein, for the purpose of erecting, operating, maintaining, repairing, altering, enlarging, inspecting, relocating, replacing and removing billboards, signs and other advertising media (including those presently existing on said real property) and any other structure or structures deemed by Grantees or their successors or assigns, in their sole discretion, to be necessary or advisable for the operation of their business;
 - B. That certain real property located in the County of Millard, State of Utah, more particularly described as a portion of parcel 5 93-1 Exhibit "A", attached hereto and incorporated herein, for the purpose of ingress and egress (including maneuvering and turn around space) to and from the real property described in said Exhibit "A", by vehicles of any size or type (including, for example, but not limited to, a tandem axle diesel truck with mounted 100-ton sign crane and other similar vehicles); and
 - C. Those certain real properties located in the County of Millard, State of Utah, more particularly described in said Exhibit "A", attached hereto and incorporated herein, for the purpose of installing, operating, maintaining, repairing, altering, enlarging, inspecting, relocating, replacing, and removing electrical service and other utilities to serve the real properties described in said Exhibit "A" and the structures located thereon, and for repairing, maintaining and improving and otherwise keeping the aforesaid easements and rights of way in useable condition.
2. The easements and rights of way granted hereby include an easement for a free and unobstructed view over and across the real properties described in Exhibit "A" attached hereto and incorporated herein, from the State Road right-of-way. No part of the real property described in said Exhibit "A" shall be built upon, nor shall any trees, bushes, or other foliage be permitted to be

grown upon, nor shall any other obstruction be permitted to remain upon, the said real property described in Exhibit "A" if the result of such building, growth or other obstruction would be to limit the view from said State Road right-of-way of any billboards, signs or other advertising media now or hereafter erected on the real property described in said Exhibit "A" by the Grantee herein or its successors or assigns.

3. The easements and rights of way granted hereby also include the absolute and perpetual prohibition of any and all advertising of any kind by any person upon the real property described in Exhibit "A", attached hereto and incorporated herein, except for the exclusive right of the Grantee and its successors and assigns to advertise for themselves and their customers on the real property described in said Exhibit "A", and except for (and nevertheless subject to the provisions of paragraph 2 above) advertising by persons actually in possession of and conducting business on any portion of the real property described in said Exhibit "A", who may advertise their own business (but not any customer's or any other person's business) only on that portion of the said real property of which they are actually in possession and on which they are actually conducting business.
4. Concurrently with the execution hereof, the Grantor and the Grantees have executed and Agreement Granting Options to Purchase whereby the parties grant to each other certain options to purchase their respective interests in the real properties described in Exhibit "A", attached hereto and incorporated herein. In the event the Grantor or any of its successors or assigns hereafter reacquires from the Grantees or their successors or assigns all or any part of the rights granted hereunder pursuant to said Agreement or otherwise, there shall for a period of fifty (50) years thereafter be no advertising of any kind by any person whatsoever upon the real property described in Exhibit "A", attached hereto and incorporated herein, except for advertising by persons actually in possession of and conducting business on any portion of the real property described in said Exhibit "A", who may advertise their own business (but not any customer's or any other person's business) only on that portion of the said real property of which they are actually in possession and on which they are actually conducting business.
5. In the event any or all of the real properties described in Exhibit "A", attached hereto and incorporated herein, are partially or entirely taken for a public or quasi-public use by eminent domain or condemnation proceedings (including, but not limited to, an agreed sale to a public or quasi-public agency, corporation or utility after threat of condemnation), all compensation awarded upon such taking (whether for the easement or for the fee) shall be payable to the Grantees herein or their successors or assigns.
6. In the event the Grantees or their successors or assigns are at any time hereafter rendered unable for any reason to have access to all or any part of

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the real properties described in Exhibit "A", attached hereto and incorporated herein, as a result of the actions of adjoining landowners or otherwise, the Grantor and its successors and assigns shall provide to the Grantees and their successors and assigns to have access for ingress and egress (including maneuvering and turn around space) to and from the real property described in said Exhibit "A" by vehicles of any size or type (including, for example, but not limited to, a tandem axle diesel truck with mounted 100-ton sign crane and other similar vehicles), and shall execute and deliver to the Grantees or their successors and assigns in recordable form such documents and instruments as may be necessary to memorialize and give notice of such easements and rights of way.

7. In the event the Grantor or its successors or assigns shall desire to utilize the real property described in Exhibit "A", attached hereto and incorporated herein, in a manner inconsistent with the easement and right of way described in paragraph 1.B. hereinabove, the Grantors and its successors and assigns may do so upon granting to the Grantees and their successors and assigns such easements and rights of way on, over, under, and across such portions of the real properties described herein, as may be reasonably necessary to allow the Grantees and their successors and assigns to have access for ingress and egress (including maneuvering and turn around space) to and from the real property described in said Exhibit "A" by vehicles of any size or type (including, for example, but not limited to, a tandem axle diesel truck with mounted 100-ton sign crane and other similar vehicles), and shall execute and deliver to the Grantees or their successors and assigns in recordable form such documents and instruments as may be necessary to memorialize and give notice of such easements and rights of way.
8. The foregoing provisions shall be deemed covenants, conditions and restrictions binding the Grantor herein and its successors and assigns and inuring to the benefit of the Grantees herein and their successors and assigns, which covenants, conditions and restrictions shall run with the real properties described herein and each and every part thereof.
9. The provisions of this instrument shall be governed by and construed in accordance with the laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include the masculine, feminine and neuter gender, and the term "person" shall include any individual, firm, partnership (general or limited), joint venture, corporation, trust, association or other entity or association or any combination thereof. If any provision of this instrument or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this instrument and the application of such provision to other persons or circumstances shall not be affected thereby, and shall be enforced to the extent permitted by applicable by law.

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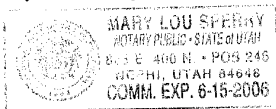
10. In the event that notification is served to Grantor informing of any changes of any kind whatsoever that affect premises or surrounding premises, Grantor will immediately notify Grantee of such changes.
11. RIGHTS OF FIRST REFUSAL; in the event Grantor shall decide during the life of this agreement to sell the premises described herein, Grantor shall give written notice to Grantee of the terms and price offered by a third party. Grantee shall be entitled for thirty (30) days to acquire the premises on the terms and conditions in said notice. If Grantee does not exercise said right to purchase, the Grantor shall not sell the premises on other terms for six (6) months. Thereafter Grantee shall have the same right as to any subsequent offer to purchase.
12. The above agreement is completely conditional upon the receipt of state and local permits by Saunders Outdoor Advertising, Inc. In the event applicable authorities deny permits, then this agreement is null and void at Saunders Outdoor Advertising, Inc. option only.
13. The persons signing below hereby represent and warrant that they are authorized to execute this deed on behalf of the partnership above-named.

WITNESS the hand of the Grantor this 11th day of August, 2004.

Roger L. Nielson
 Roger L. Nielson
Nyra Nielson
 Nyra Nielson

State of Utah)
 : ss.
 County of Juab)

On the 11th day of August, A.D. 2004, personally appeared before me, a Notary Public in and for said state, Roger L. Nielson and Nyra Nielson, the signers of the above instrument, who duly acknowledged to me that they executed the same.



Mary Lou Sperry
 Notary Public

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Exhibit "A"

A 100 foot wide strip of property abutting the Westerly line of a road lying on Westerly side of I-15 Freeway located in the Northeast quarter of the Southwest quarter of Section 24, Township 18 South, Range 3 West, Salt Lake Base and Meridian.

Grantor hereby reserves any water rights or rights to the use of water whether appurtenant to the land or not in which Grantor may have an interest. Grantor does not intend by this deed to convey any water rights or rights to the use of water and it is Grantor's intent that this conveyance shall not transfer any water rights or rights to the use of water by implication under Utah Code Ann. 73-1-11 or otherwise.

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