

E 2617985 B 5366 P 517-571
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/27/2011 01:14 PM
FEE \$131.00 Pgs: 55
DEP RT REC'D FOR SAUNDERS OUTDOOR
ADVERTISING

Settlement Agreement

This Settlement Agreement (this "Agreement") is effective as of September 27, 2011, by and among Utah Department of Transportation ("UDOT") and Saunders Outdoor Advertising, Inc. and JPL Investments, L.C. (collectively "Saunders"). All of the parties identified above are collectively referred to at times herein as the "Parties."

Recitals

A. In August 2009 UDOT began construction on the South Layton Interchange Project.

B. Construction of the South Layton Interchange required UDOT to (i) acquire two perpetual easements owned by Saunders located at approximately 150 South Fort Lane, Layton, and (ii) displace two outdoor advertising structures located on these easements. One of the displaced outdoor advertising structures is owned by Saunders and the other displaced outdoor advertising structure is owned by CBS Outdoor and operated pursuant to a lease agreement with Saunders. The two perpetual easements owned by Saunders are described as parcels 2 and 3 in the Deed Granting Perpetual Easement attached as Exhibit A, and are referred to herein as the "Existing Easements."

C. Construction of the South Layton Interchange also required UDOT to displace an outdoor advertising structure located at approximately 189 South Main Street, Layton, Utah that is owned by Saunders and operated pursuant to a lease agreement with McKay Winkel Boulder Ranch LLC.

D. In April 2010 the Parties entered into a Right of Entry and Occupancy Agreement wherein Saunders agreed to grant UDOT the immediate right to occupy the Existing Easements (subject to certain limitations and restrictions set forth in the agreement) and UDOT agreed to grant Saunders two comparable perpetual relocation easements with outdoor advertising structures, if applicable permits could be obtained.

E. The Parties have identified the following two comparable perpetual relocation easements and have determined that applicable permits can be obtained for Saunders to relocate one outdoor advertising structure on each of these easements:

1. Project No.: I-15-7(18)326 Parcel Nos.: 201B:EQA; 201B:2EQA
2. Project No.: FI-236(2) (Ref. Proj. No. S-15-8(211)332) Parcel Nos: 133:EQA; 132:EQ

The comparable perpetual relocation easements are further described in Exhibits B, C, and D, and are referred to herein as the "Relocation Easements."

F. The Parties desire to settle all outstanding issues and claims regarding the Right of Entry and Occupancy Agreement and any other issues, claims, or disputes between the Parties on the terms and conditions set forth below.

TAX ID: 11-061-0030, 0212, 0199, 0031, 0210
11-064-0050

RETURNED
SEP 27 2011

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto contract and agree as follows:

1. **Saunders' Assignment of the Existing Easements to UDOT.** Within three business days from the date of this Agreement, Saunders shall assign to UDOT all of its interest in the Existing Easements by executing the Assignment and Assumption of Perpetual Easement Rights and Quit-claim Deed attached as Exhibit E.
2. **UDOT's Grant of the Relocation Easements to Saunders.** At a time mutually agreed to by the parties, but no later than three business days after the execution of this Agreement, UDOT shall grant to Saunders the Relocation Easements. The conveyances will be by deed in forms identical to those attached hereto as Exhibits B, C, and D.
3. **Relocation of Saunders' Outdoor Advertising Structures.** Saunders agrees to relocate the outdoor advertising structure located on parcel 2 at 150 South Fort Lane (permit 1-0833) to parcel 201B:EQA. Saunders agrees to relocate the outdoor advertising structure located at 189 South Main Street (permit 1-0819) to parcel 133:EQA. UDOT has issued to Saunders and Saunders has obtained from UDOT all UDOT permits necessary for Saunders to relocate its outdoor advertising structures on the Relocation Easements.
4. **Right to Use the Unbuilt Road Property.** There is approximately 50 feet of undeveloped real property between the northern boundary of Saunders' access easement described in Exhibit C and the public road that is north of Saunders' access easement, (the "Unbuilt Road Property"). UDOT grants Saunders the right to access its easements described in Exhibits B and C over the Unbuilt Road Property until the public road is extended, at which time Saunders may use the public road to access its easements. UDOT further agrees that it will not otherwise develop the Unbuilt Road Property or grant to a third party any rights in the Unbuilt Road Property in a way that materially interferes with Saunders' right to access its easements over the Unbuilt Road Property.
5. **Relocation Expenses.** Within 14 days of submitting acceptable reimbursement forms, UDOT will pay Saunders for the relocation expenses of the two outdoor advertising structures in compliance with the Utah Outdoor Advertising Act, Utah Administrative Code R933-1 and 49 CFR 24.

6. **CBS Outdoor.**

a. **Lease Assignment.** Within five days after UDOT grants the Relocation Easements and the necessary permits to Saunders, JPL Investments, LC will assign to UDOT all of JPL Investments, LC's right, title, and interest in the CBS lease agreement by executing the Assignment of Lease attached as Exhibit F. UDOT represents and acknowledges that JPL Investments, LC is assigning the CBS lease pursuant to UDOT's request and in conjunction with negotiations between UDOT and CBS to relocate CBS's sign structure. UDOT agrees to indemnify and hold harmless Saunders and JPL Investments, LC from and against any and all claims, demands, damages, losses, and liabilities arising out of or related to the Assignment of Lease.

b. **Payment.** Within five business days after receiving the Assignment of Lease signed by Saunders, UDOT agrees to pay Saunders \$50,000.00 in good funds for the assignment of the lease.

c. **Relocation of CBS Outdoor's Advertising Structure.** UDOT will work with CBS Outdoor to determine whether CBS Outdoor's outdoor advertising structure can be relocated to parcel 2. However, UDOT is only obligated to follow its rules, policies, statutes, and FHWA's requirements in working with CBS Outdoor. If UDOT is unable to relocate CBS Outdoor's outdoor advertising structure to parcel 2, this shall not affect Saunders' rights under this Agreement or UDOT's obligations to Saunders under this Agreement, including UDOT's obligations to grant the Relocation Easements to Saunders and to pay Saunders for the assignment of the CBS lease. UDOT acknowledges that it is obligated to relocate CBS Outdoor's outdoor advertising structure or pay CBS Outdoor for its interest, according to applicable laws, rules, and regulations.

7. **Release by Saunders.** Except as otherwise provided in this Agreement, Saunders, on its own behalf and on behalf of its respective parents, subsidiaries, affiliates, principals, shareholders, directors, officers, members, employees, predecessors, successors, administrators, agents, attorneys and assigns, hereby fully releases, remises, and forever discharges UDOT and its respective parents, subsidiaries, affiliates, principals, shareholders, directors, officers, members, employees, successors, administrators, agents, attorneys and assigns, of and from any and all known or unknown claims, potential claims, causes of action, liens, encumbrances, demands, liabilities, obligations, losses, debts, damages, attorney fees, expenses, judgments, awards, and interest of any nature whatsoever, whether asserted or not, whether arising at law or in equity, and whether known or unknown, by reason of any matter, cause, happening or thing relating to the South Layton Interchange Project and Saunders' easements and outdoor advertising structures concerning parcels 68 and 9, except for any claims relating to relocation expenses set forth in paragraph 4 of this Agreement.

8. **Release by UDOT.** Except as otherwise provided in this Agreement, UDOT, on its own behalf and on behalf of its respective parents, subsidiaries, affiliates, principals, shareholders, directors, officers, members, employees, predecessors, successors, administrators, agents, attorneys and assigns, hereby fully releases, remises, and forever discharges Saunders and its

respective parents, subsidiaries, affiliates, principals, shareholders, directors, officers, members, employees, successors, administrators, agents, attorneys and assigns, of and from any and all known or unknown claims, potential claims, causes of action, liens, encumbrances, demands, liabilities, obligations, losses, debts, damages, attorney fees, expenses, judgments, awards, and interest of any nature whatsoever, whether asserted or not, whether arising at law or in equity, and whether known or unknown, by reason of any matter, cause, happening or thing relating to the South Layton Interchange Project and Saunders' easements and outdoor advertising structures concerning parcels 68 and 9.

9. **Costs and Attorney Fees.** In any action to enforce the terms of the Agreement, the prevailing party will be awarded its reasonable costs, expenses (including without limitation expert witness fees) and attorney fees.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile or pdf transmission, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.

11. **No Modification.** This Agreement may not be changed, nor its terms altered, except in a writing signed by all Parties.

12. **Entire Agreement.** This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations, and other agreements, including the Right of Entry and Occupancy Agreement executed by the parties in April 2010.

13. **Successors and Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties herein and their current and future agents, employees, representatives, officers, directors, partners, shareholders, subsidiary companies, parent companies, affiliates, assigns, or assignors and successors.

14. **Draftsmanship.** The Parties have had legal counsel of their choice involved in the review and drafting of this Agreement and it shall be deemed to have been jointly drafted by the Parties, and will be interpreted as if all Parties equally participated in the drafting thereof.

15. **Authority.** The signatories hereto represent and warrant that they have read this Agreement, and that they are fully authorized to execute this Agreement on behalf of the Party in the capacity shown, that they understand the terms of this Agreement, and have been advised of their legal rights by the legal counsel of their own choice.

16. **Cooperation.** Each of the Parties hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any Party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate or perform any of the terms, provisions or conditions of this Agreement.

17. **Successors.** This Settlement Agreement shall inure to and bind the successors, assigns, heirs, devisees, executors, administrators, and personal representatives of the respective Parties

hereto.

18. Venue. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

Saunders Outdoor Advertising, Inc.

By: Richard Saunders Richard Saunders

Its: CEO.

Date: 5-6-11

JPL Investments, L.C.

By: Pat Saunders

Its: Manager JPL

Date: 5-6-11

Utah Department of Transportation

By: _____

Lyle McMillan

Its: Director of Right of Way

Date: _____

ACKNOWLEDGMENT

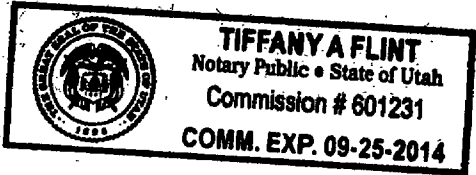
STATE OF UTAH)
 (ss.
COUNTY OF WEBER)

On the 27th day of September, 2011, personally appeared before me Richard A. Saunders, Chief Executive Officer who being duly sworn, did say that he is the Chief Executive Officer of Saunders Outdoor Advertising Inc., a Utah Corporation, and that said instrument was signed in behalf of said CORPORATION by authority of a resolution of its Board of Directors; and said Richard A. Saunders acknowledged to me that the said Corporation executed the same.

My Commission Expires: *9/25/2014*
Residing at: *Ogden, UT*

[Handwritten Signature]

NOTARY PUBLIC



hereto.

18. **Venue.** In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

Saunders Outdoor Advertising, Inc.

By: _____

Its: _____

Date: _____

JPL Investments, L.C.

By: _____

Its: _____

Date: _____

Utah Department of Transportation

By: 
Lyle McMillan

Its: Director of Right of Way

Date: May 10, 2011

Exhibit A
To
Settlement Agreement

Deed Granting Perpetual Easement

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

part of Road
11-064-0050

Easement
Davis County

Parcel No. 15-8:201B:2EQA
Ref. Project No. S-15-8(211)332
Project No. I-15-7(18)326

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to Saunders Outdoor Advertising, Inc. a Utah corporation, and its successor and assigns, Grantee, at 1764 West 2900 South, Ogden, County of Weber, State of Utah, zip 84401, for the sum of Ten Dollars, and other good and valuable considerations, the following described perpetual easement upon a parcel of land in Davis County, State of Utah, situate in the NW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, T4N, R1W, SLB&M, for ingress and egress to an outdoor advertising structure easement as is reasonably necessary for the utilization of the rights granted to Grantee in the adjacent easement identified as Parcel No. 15-8:201B:EQA, including use by maintenance or construction vehicles which are reasonably necessary for the relocation, construction, operation, and maintenance of the outdoor advertising structure. The boundary of said easement is described as follows:

Beginning at a point 135.32 feet N.88°56'55"E. along the section line and 3852.66 feet SOUTH from the North Quarter corner of Section 28, T. 4 N., R. 1 W., SLB&M; running thence N.24°49'02"W. a distance of 87.35 feet along the easterly Highway Right-of-Way and no-access line of Interstate 15, Project No. S-15-8(211)331; thence N.59°00'36"E. a distance of 20.12 feet; thence S.24°49'02"E. a distance of 89.51 feet; thence S.65°11'08"W. a distance of 20.00 feet to said easterly Highway Right-of-Way and no-access line to the POINT OF BEGINNING.

The above described easement contains 0.041 acres or 1769 sq. ft. in area, more or less.

(Note: All bearings and distances in the above descriptions are based on the Utah State Plane Coordinate System, NAD 1983)

PAGE 2

Parcel No.15-8:201B:2EQA
Ref. Project No.S-15-8(211)332
Project No. I-15-7(18)326

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described easement is granted without access to or from the adjoining interstate over and across the westerly boundary line of said easement being the easterly Highway Right of Way and No-Access line of Project No. S-15-8(211)332.

This access easement may not be used for any other purpose other than the purpose expressly stated in this easement. No structures, whether permanent or temporary, maybe placed on the easement. Grantor reserves the right to relocate this easement if the access easement area is needed for transportation purposes, provided that any new location shall provide Grantee access for the purposes herein defined. Grantor may use the easement property at any time in a manner which does not materially interfere with Grantee's use of the easement.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the above described easement.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 10th day of May, A.D. 20 11, by its Dir

STATE OF UTAH
TRANSPORTATION

)

UTAH DEPARTMENT OF

) ss.

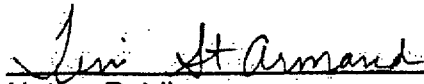
COUNTY OF

)

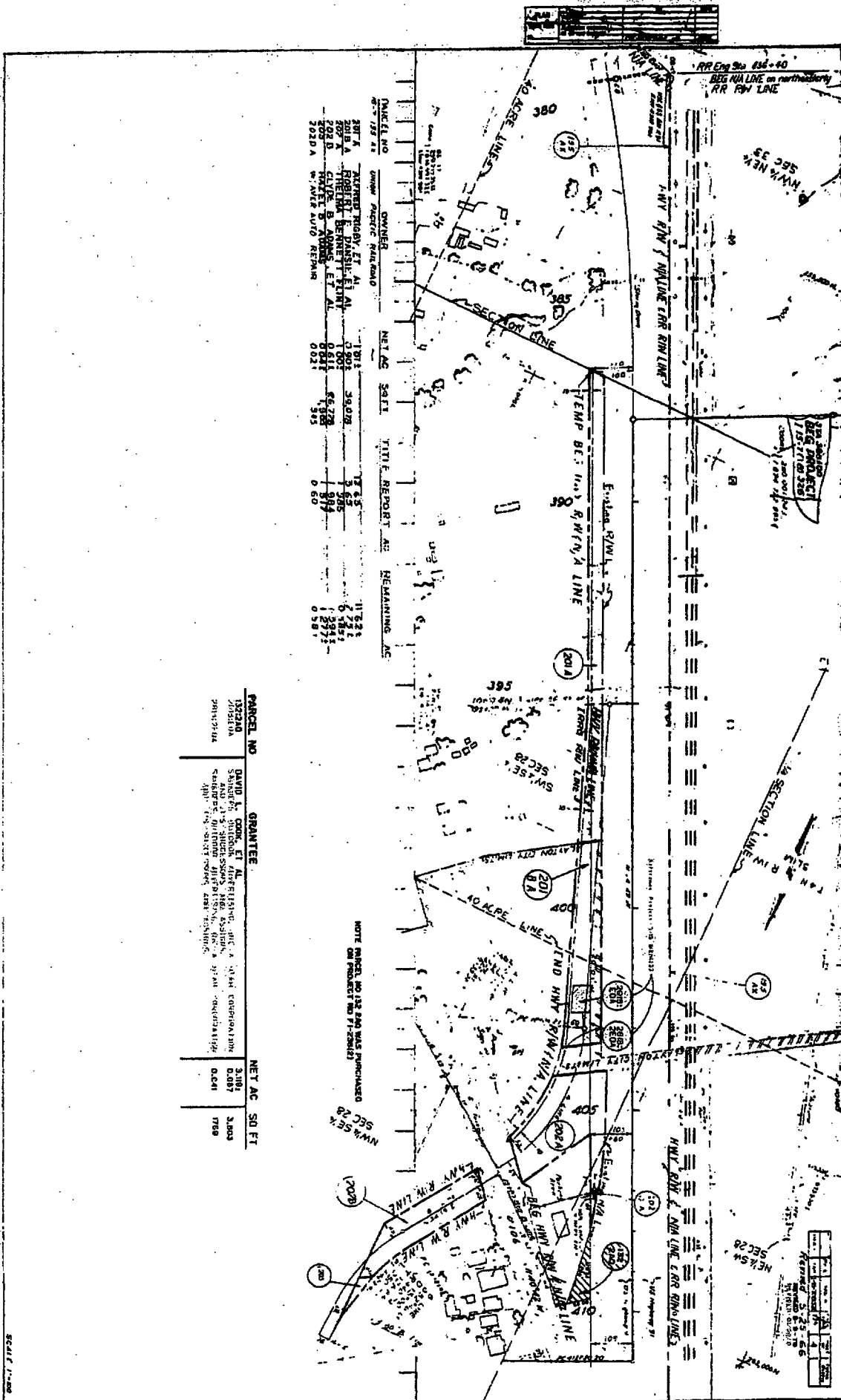
By 
Director of Right of Way

On the date first above written personally appeared before me, James A Olschewski, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.


Notary Public





| PARCEL NO | OWNER | NET AC | SQ FT | TITLE REPORT AS | REMAINING AC |
|-----------|-----------------------|--------|--------|-----------------|--------------|
| 287 A | ALFRED RICHY, ET AL | 1.871 | 81,028 | 1-8-5 | 11.724 |
| 287 B | THE BANK OF NEW YORK | 1.001 | 43,585 | 1-3-85 | 6.781 |
| 287 C | CLYDE B. ADAMS, ET AL | 0.611 | 26,728 | 8-9-4 | 3.371 |
| 287 D | WALTER B. ADAMS | 0.021 | 935 | 0-8-0 | 0.581 |
| 287 E | WALTER B. ADAMS | 0.021 | 935 | 0-8-0 | 0.581 |

| PARCEL NO | GRANTEE | NET AC | SQ FT |
|-----------|----------------------|--------|---------|
| 10220 | DAVID L. COOK, ET AL | 3.000 | 130,000 |
| 10221 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10222 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10223 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10224 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10225 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10226 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10227 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10228 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10229 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10230 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10231 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10232 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10233 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10234 | DAVID L. COOK, ET AL | 0.000 | 0 |
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| 10236 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10237 | DAVID L. COOK, ET AL | 0.000 | 0 |
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| 10259 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10260 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10261 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10262 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10263 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10264 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10265 | DAVID L. COOK, ET AL | 0.000 | 0 |
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| 10278 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10279 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10280 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10281 | DAVID L. COOK, ET AL | 0.000 | 0 |
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| 10286 | DAVID L. COOK, ET AL | 0.000 | 0 |
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| 10296 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10297 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10298 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10299 | DAVID L. COOK, ET AL | 0.000 | 0 |
| 10300 | DAVID L. COOK, ET AL | 0.000 | 0 |

NOTE: PARCEL NO 10220 WAS PURCHASED ON PROJECT NO 71-20410

| NO | DATE | DESCRIPTION | BY |
|----|---------|-------------|-----|
| 1 | 3-28-66 | RECORDED | ... |
| 2 | 3-28-66 | RECORDED | ... |
| 3 | 3-28-66 | RECORDED | ... |
| 4 | 3-28-66 | RECORDED | ... |
| 5 | 3-28-66 | RECORDED | ... |

SCALE 1"=40'

Exhibit C
To
Settlement Agreement

Easement (Parcel No. 15-8:201B:2EQA)

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

Davis County

Street

11-064-0098

Affecting Tax ID No.: Not Assessed
Parcel No. 236:133:EQA
Project No. FI-236(2)
Reference Project No. S-15-8(211)332

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to Saunders Outdoor Advertising, Inc., a Utah corporation, and its successors and assigns, Grantee, at 1764 West 2900 South, Ogden County of Weber, State of Utah zip 84401, for the sum of Ten Dollars, and other good and valuable considerations, the following described perpetual easement in Davis County, State of Utah, upon part of a tract of land situate in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, T. 4 N., R. 1 W., S.L.B. & M. for the purpose of relocating, constructing, operating, and maintaining an outdoor advertising structure and any other related facilities or utilities needed to relocate, construct, operate, and maintain the outdoor advertising structure. The boundaries of said easement are described as follows:

Beginning on the northeasterly right of way and no-access line of a freeway known as Project No. S-15-8(211)332 at a point 818.00 ft. South along the quarter section line, 34.50 ft. West, 420.20 ft. N. 24°49' W., and 44.94 ft. Northerly along the arc of a 1804.86 ft. radius curve to the right (Note: Chord to said curve bears N. 24°06'12" W for a distance of 44.94 ft.), from the Northeast corner of the Southwest Quarter of said Section 28, and running thence Northerly 95.32 ft. along the arc of a 1804.86 ft. radius curve to the right (Note: Chord to said curve bears N. 21°52'37" W. for a distance of 95.31 ft.) along said northeasterly right of way and no-access line; thence S. 41°32'00" E. 89.75 ft. along the southwesterly right of way line of a highway now known as South Main Street; thence S. 48°28'00" W. 32.06 ft. to the point of beginning. The above part of an entire tract of land contains 1,479 square feet or 0.034 acre, more or less.

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Easement

Davis County

Affecting Tax ID No. Not Assessed

Parcel No. 236:132:EQ

Project No. FI-236(2)

Reference Project No. S-15-8(211)332

Ally Legal

*Street
11-064-0098*

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right-of-Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to Saunders Outdoor Advertising, Inc., a Utah corporation, and its successors and assigns, Grantee, at 1764 West 2900 South, Ogden County of Weber, State of Utah zip 84401, for the sum of Ten Dollars, and other good and valuable considerations, the following described perpetual easement in Davis County, State of Utah, upon part of a tract of land situate in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, T. 4 N., R. 1 W., S.L.B. & M. for the purpose of relocating, constructing, operating, and maintaining an outdoor advertising structure and any other related facilities or utilities needed to relocate, construct, operate, and maintain the outdoor advertising structure. The boundaries of said easement are described as follows:

Beginning at a point in the southwesterly right of way line of a highway known as SR-106 or South Main Street, which point is 818.00 ft. South along the Quarter Section line, 34.50 ft. West, 420.20 ft. N. 24°49' W., and 44.94 ft. Northerly along the arc of a 1804.86 ft. radius curve to the right (Note: Chord to said curve bears N. 24°06'12" W for a distance of 44.94 ft.), and N. 48°28'00" E. 32.06 ft. from the Northeast corner of the Southwest Quarter of said Section 28, and running thence N. 48°28'00" E 19.00 ft. to a point 1.00 ft. radially distant Southwesterly from the existing back of curb; thence N. 33°17'30" W. 90.69 ft.; thence S. 48°28'00" W. 32.00 ft. to a point in the existing westerly right of way line; thence S. 41°32'00" E. 89.75 ft. to the point of beginning. The above described easement contains 2,289 square feet in area or 0.053 acre, more or less.

Parcel No. 236:132:EQ
Project No. FI-236(2)
Reference Project No. S-15-8(211)332

The easement granted herein includes an easement for a free and unobstructed view of the outdoor advertising structure over and across the easement property, which is the property described in this easement. Unless Grantee gives written consent, no structure shall be constructed on the easement property which conflicts with the use of this easement or obstructs the view of the sign face of the outdoor advertising structure. Grantor shall not plant any bushes, trees, or other foliage that obstructs the view of the sign face on the easement property. However, Grantee shall be responsible to keep the easement property clear of any bushes, trees or other foliage that would obstruct the view of the sign face.

Together with and subject to any and all easements, rights-of-way and restrictions appearing of record or enforceable in law and equity

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the above described tracts of lands.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 10th day of May, A.D. 20 11, by its Director of Right of Way.

STATE OF UTAH)
)
COUNTY OF)

) UTAH DEPARTMENT OF TRANSPORTATION
) ss. [Signature]
) By [Signature]
FOR Director of Right of Way

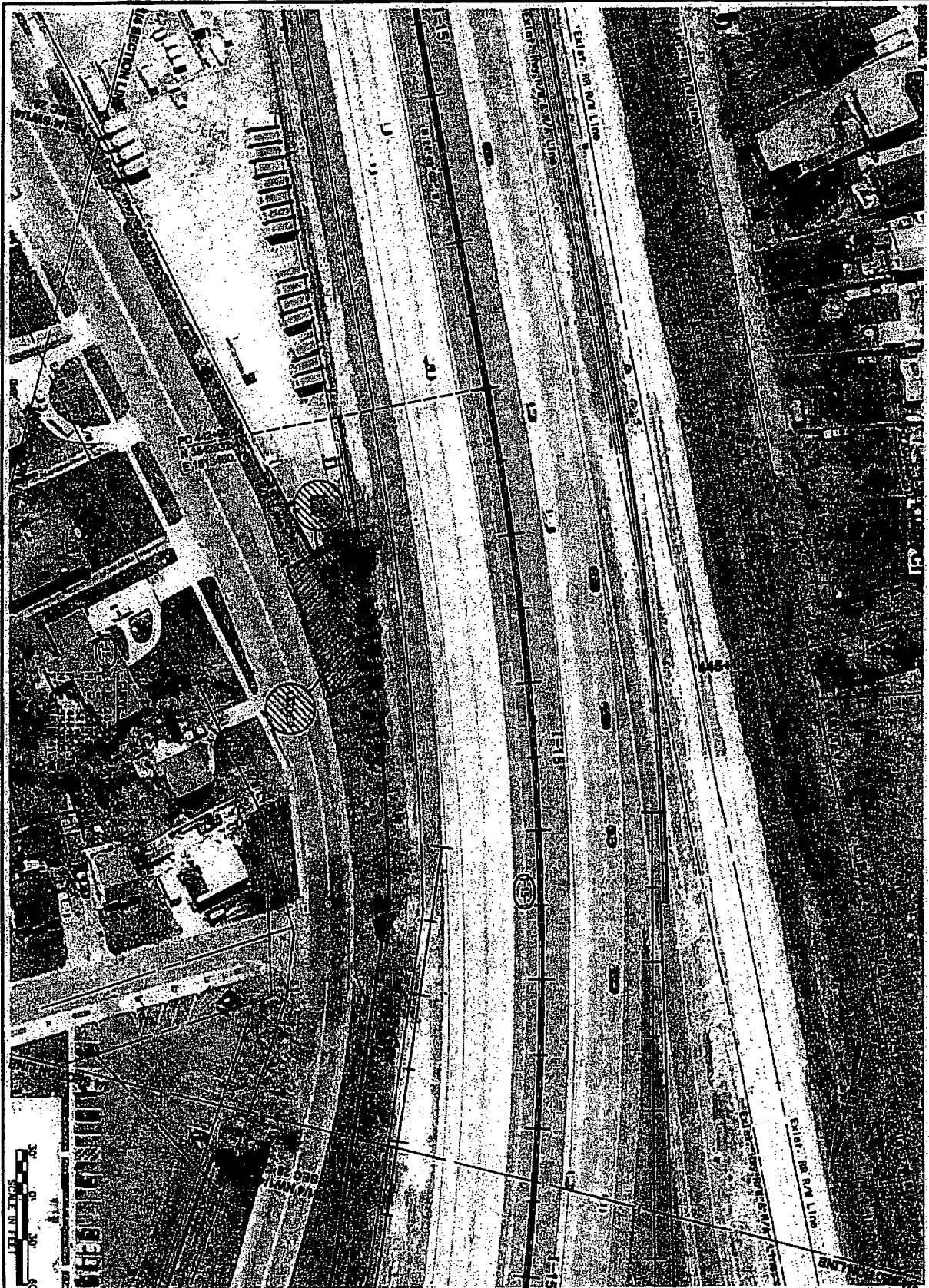
On the date first above written personally appeared before me, James A. Dischewsk, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

Terril St Armand
Notary Public



Z:\B2\Jobs 47000 - 47999\4794 URS South Layton Interchange\Station\48\Location_07.dwg 5/3/201 9:53:49 AM



| | | | | | |
|--------------------------------------------------------------------------|------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------|----------------------------------|---------------------------------------------|
| URS 4794 SOUTH LAYTON INTERCHANGE 5-15-8(21)332 RIGHT OF WAY | PROJECT: SOUTH LAYTON INTERCHANGE PROJECT NUMBER: S-15-8(21)332 RIGHT OF WAY | UTAH DEPARTMENT OF TRANSPORTATION RIGHT OF WAY DESIGN | APPROVED: _____ DATE: _____ | DRAWN BY: DBA CHECKED BY: LEA | REVISIONS NO. DATE APPROVED BY REVISIONS |
| | PROJECT: I-15 SOUTH LAYTON INTERCHANGE | | APPROVED: _____ DATE: _____ | | NO. DATE APPROVED BY REVISIONS |
| | PROJECT NUMBER: S-15-8(21)332 | | DRAWN BY: DBA CHECKED BY: LEA | | NO. DATE APPROVED BY REVISIONS |
| | RIGHT OF WAY | | APPROVED: _____ DATE: _____ | | NO. DATE APPROVED BY REVISIONS |

Exhibit E
To
Settlement Agreement

Assignment of Perpetual Easement Rights and Quitclaim Deed

When recorded, return to:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Affecting Tax ID No. 11-061-0030
Parcel No. 68:A
Project No. S-15-8(211)332

ASSIGNMENT AND ASSUMPTION OF PERPETUAL
EASEMENT RIGHTS AND QUITCLAIM DEED

THIS ASSIGNMENT AND ASSUMPTION OF PERPETUAL EASEMENT RIGHTS AND QUIT-CLAIM DEED ("Assignment") entered into this 10th day of May, 2011 by and between Saunders Outdoor Advertising, Inc. ("Assignor") and Utah Department of Transportation ("UDOT") ("Assignee").

Assignor is the beneficiary of that certain Deed Granting Perpetual Easement dated March 17, 2004 by and between Assignor and Jay O. Willey Family Partnership, a Utah limited partnership, and recorded in the official records of the Davis County Recorder as Document No. 1970947, Book No. 3499, Pg. 639 (hereinafter the "Easement"). The Easement grants three easements to Assignor on three parcels of real property which are identified in the Easement as Parcel 1, Parcel 2, and Parcel 3. Assignor desires to make an assignment of its easement rights in the real property described as Parcel 2 and Parcel 3 in the Easement. The real property identified in the Easement as Parcel 2 and Parcel 3 is more particularly described in Exhibit A hereto and is referred to herein as the "Easement Property".

In consideration of the following mutual covenants and obligations, the parties agree as follows:

1. Assignment. For consideration in the amount of Ten Dollars and other good and valuable consideration, Assignor herewith assigns to Assignee all of its right, title, interest, duties, obligations and benefits in and under the Easement with respect to the Easement Property and hereby quit-claims to Assignee any right, title, and interest that Assignor has to the Easement Property.
2. Acceptance. Assignee accepts Assignor's right, title, interest, duties, obligations and benefits under the Easement with respect to the Easement Property.
3. Assumption. Assignee agrees to assume, keep and perform all the terms, covenants and conditions of the Easement with respect to the Easement Property that are to be

kept and performed by the beneficiary of the Easement unless Assignee is also the underlying fee owner.

4. Retention of Parcel 1. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, Assignor is not assigning to Assignee its perpetual easement rights in the real property described in the Easement as Parcel 1.

IN WITNESS THEREOF parties have hereunto set their hands the day and year first written above.

ASSIGNOR:

Saunders Outdoor Advertising, Inc.

By: Richard Saunders
Its: C.F.O.

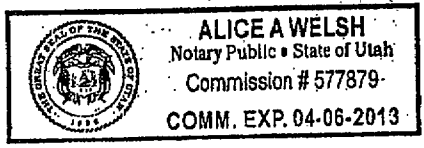
STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On the 16th day of May, 2011, personally appeared before me Richard Saunders the signer of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

Alice A. Welsh
NOTARY PUBLIC
Residing at: Ogden, UT

My Commission expires:

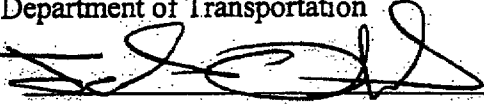
4/6/2013



ASSIGNEE:

Utah Department of Transportation

By:



Its:

DEPUTY DIRECTOR R.O.W.s

STATE OF UTAH)

:SS

COUNTY OF SALT LAKE)

On the 10th day of May, 2011, personally appeared before me
James A Olschewski, the signer of the above and foregoing instrument, who duly
acknowledged to me that they executed the same.



Terr St Armand
NOTARY PUBLIC
Residing at: Salt Lake

My Commission expires:

January 4, 2015

EXHIBIT "A"
Legal Description

Real property located in Davis County, State of Utah, which is specifically described as follows:

PARCEL 2:

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 89°27'19" East 2266.37 feet and South 0°32'41" West 694.38 feet from the Northwest corner of said Section 28, and running thence South 20°11'58" East 75.00 feet; thence South 69°48'02" West 96.06 feet to the East right of way of Interstate 15; thence along the arc of 2300 foot radius curve to the left 75.00 feet (LC = North 20°27'09" West 75.00 feet) along said East right of way; thence North 69°48'02" East 96.39 feet to the point of beginning.

PARCEL 3:

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 89°27'19" East 2405.73 feet and South 0°32'41" West 1209.33 feet from the Northwest corner of said Section 28, and running thence South 2°29'17" East 49.81 feet; thence North 87°30'00" West 89.77 feet to the East right of way of Interstate 15; thence along the arc of 2300 foot radius curve to the left 42.22 feet (LC = North 8°16'10" West 42.22 feet) along said East right of way; thence North 87°30'43" East 93.68 feet to the point of beginning.

11-061-0212

11-061-0199

Exhibit F
To
Settlement Agreement

Assignment of Lease

Assignment of Lease

THIS ASSIGNMENT dated as of May 10, 2011 (the "Effective Date") between JPL Investments, LC (the "Assignor") and Utah Department of Transportation (the "Assignee").

Recitals

WHEREAS, Assignor entered into that certain lease agreement with CBS Outdoor Inc. ("LESSEE") dated February 13, 2009 (the "Lease"), whereby Assignor granted LESSEE the right to use a portion of its property (the "Leased Premises") for the purpose of erecting and maintaining advertising signs (the "Sign Structure") and other media content thereon; and

WHEREAS, Assignee, through the use of its powers of eminent domain, acquired from Saunders Outdoor Advertising, Inc. an easement for the entire the Leased Premises identified as Parcels 2 and 3 through an Assignment and Assumption of Perpetual Easement Rights and Quitclaim Deed dated May 10, 2011 (the "Easement") for purposes of constructing a Right of Way; and

WHEREAS, Assignor now desires to assign all of its right, title and interest in, to and under the Lease, effective as of the ____ day of May, 2011 (the "Effective Date") to Assignee, and Assignee desires to assume all of Assignor's obligations under the Lease as of such Effective Date;

NOW THEREFORE, and in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

Witnesseth

1. On and subject to the further terms and conditions herein, Assignor hereby grants, transfers, conveys, assigns and sets over to the Assignee its entire right, title, interest and estate in and to the Lease and the rents and all other amounts payable thereunder and all other benefits and advantages to be derived therefrom as of the Effective Date, and Assignee hereby assumes all of Assignor's duties and obligations under the Lease but only to the extent arising under the Lease from and after the Effective Date.
2. On and subject to the further terms and conditions herein, Assignee is released from, and shall have no further obligations under, the Lease on or after the Effective Date.
3. Except as provided herein, the Lease shall remain in full force and effect;
4. The covenants and agreements herein contained shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.

JPL Investments, L.C.

Utah Department of Transportation

By: *Pat Saunders*

By: _____

Its: *Morgan JPL*

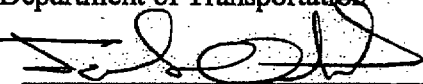
Its: _____

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.

JPL Investments, L.C.

Utah Department of Transportation

By: _____

By:  _____

Its: _____

Its: DEPUTY DIRECTOR OF ROWS

When recorded, return to:

Saunders Outdoor Advertising
3133 Lincoln Avenue
Ogden, Utah

1970947 13499 P 639
RICHARD T. MALISHAN, DAVIS CNTY RECORDER
2004 MAR 18 11:32 AM FEE 18.00 DEP CY
REC'D FOR BONNEVILLE TITLE COMPANY, INC

SE 1/2 2, 11 12

DEED GRANTING PERPETUAL EASEMENT

JAY O. WILLEY FAMILY PARTNERSHIP, a Utah limited partnership, of Layton, Davis County, Utah, GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby quit claims, grants, bargains, sells and conveys, without warranty, express or implied, to SAUNDERS OUTDOOR ADVERTISING, INC., a Utah corporation formerly known as SCREEN CRAFT OUTDOOR ADVERTISING, INC. of Layton, Davis County, Utah, GRANTEE, and its successors and assigns, the perpetual easements described in this deed of easement as follows:

A. A perpetual, non-exclusive easement upon and over the three (3) parcels of real property (the "Easement Property") located in the County of Davis, State of Utah, more particularly described in Exhibit "A", which is attached hereto and by this reference incorporated herein, which shall be used only for the purpose of erecting, operating, maintaining, repairing, altering (as permitted below), inspecting, relocating within the Easement Property, replacing and/or moving of one (1) advertising billboard (each herein an "Advertising Sign") on each respective parcel which constitutes the Easement Property, with advertising on both sides of said Advertising Sign (including the billboard presently existing on each of the parcels which comprise the Easement Property) and such supporting structures as may be deemed by Grantee or its successors or assignee, to be reasonably necessary or advisable for the operation and maintenance of an Advertising Sign located upon the Easement Property. Grantee shall have the right to upgrade or otherwise change the nature of the Advertising Sign upon each respective parcel of Easement Property as may be desirable based upon changes in the advertising industry, provided that such advertising medium shall, at all times continue to be display advertising and, be in accordance with applicable law. No alterations shall be permitted to the Advertising Sign without the prior written consent of Grantor; provided, however, that such restriction shall not be applicable to (i) the use of "cut-outs" or "extensions" used on the Advertising Sign so long as the primary display area for advertising shall not exceed 14 feet by 48 feet, or (ii) an increase in the overall height of the Advertising Sign necessary to maintain existing sight lines which increase is caused by any construction or reconstruction of Interstate 15 and related facilities.

B. A perpetual, non-exclusive easement over and across the "Access Property," as herein defined, which shall be used by Grantee only for the purpose of ingress and egress to each parcel of the Easement Property as reasonably necessary

E 1970947 13499 P 640

for the utilization of the rights granted in Paragraph A above, including use by maintenance and/or construction vehicles (including by way of example and not as a limitation, a tandem axle diesel truck with mounted 100-ton sign crane) which are reasonably necessary for the construction, operation and maintenance of the Advertising Signs on the Easement Property. The Access Property shall be (I) the Easement Property, and (II) that portion of real property owned by Grantor which is, as of the date of this deed of easement, part of the same tax parcel(s) in which the Easement Property is located, and which is twenty feet (20') in width and lying parallel to and east of the common boundary between Grantor's property and the eastern right-of-way line of Interstate 15. Grantee shall be responsible to repair any damage to both the Easement Property and the Access Property caused by Grantee's use thereof. Grantor shall have the right to relocate the Access Property as Grantee may elect provided that any new location shall provide Grantee access for the purposes herein defined. In the event that the location of the Access Property shall ever be located upon real property upon which improvements are to be constructed as part of the development of Grantor's property, Grantee shall be responsible to pay the cost of any upgrade to asphalt or concrete surfaces which may be required to permit Grantee's heavy equipment to traverse the Access Property.

C. A perpetual, non-exclusive easement over, under and across the Access Property which shall be used by Grantee only for the purpose of installing, operating, maintaining and repairing electrical service and other utilities necessary to serve the Advertising Signs located on each respective parcel which comprise the Easement Property. Grantor shall have the right to require Grantee, at Grantee's cost and expense, to cause such utilities to be located underground and/or to relocate such utilities in order to permit Grantor to develop Grantor's property. Grantee shall be responsible to repair any damage caused by Grantee's utilization of the rights herein granted.

The easement rights granted hereby include an easement for a free and unobstructed view over and across the Easement Property and no vertical improvements shall be constructed upon any parcel which comprises the Easement Property, nor shall any trees, bushes or other foliage be permitted to grow upon such parcel which shall obstruct the view of the Advertising Sign located on the same parcel.

The easements and rights herein granted shall also include the exclusive right in Grantee and its successors and assigns to advertise upon the Easement Property; provided, however, that any party in actual possession of and conducting business upon the Easement Property, may advertise said business (but not a customer's business) only upon that portion of the Easement Property of which they are actually in possession and or which they are actually conducting business.

In the event the Easement Property is 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), compensation awarded for fee ownership the Easement

E 1970947 3499 P 641


Property shall be payable to Grantor and compensation awarded for the easement granted hereunder shall be payable to Grantee.

The foregoing provisions shall be deemed covenants, conditions and restrictions binding upon and inuring to the benefit of the Grantor herein and any successor and assign which is the owner of fee title to the real property upon which the Easement Property is located and binding upon and inuring to the benefit of the Grantee herein and any successor and assign which is the holder of rights under this easement, which covenants, conditions and restrictions, shall run the land described herein and each and every part thereof.

The person signing below hereby represents and warrants that he is authorized to execute this deed of easement on behalf the partnership above-named.

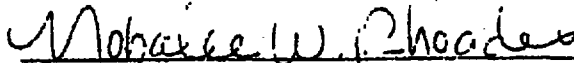
Witness the hand of the Grantor this 17TH day of March, 2004.

GRANTOR: JAY O. WILLEY FAMILY PARTNERSHIP,
a Utah limited partnership
By: Its: General Partner
The Betty Lou Willey Revocable Trust
established by Agreement dated January 15,
1982


By: Richard Jay Willey, Trustee

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 17 day of March, 2004, by Richard Jay Willey, Trustee of The Betty Lou Willey Revocable Trust established by Agreement dated January 15, 1982, General Partner of the Jay O. Willey Family Partnership.


NOTARY PUBLIC

My commission expires: 8-11-06

E 1970947 B 3499 P 642

EXHIBIT "A"
to
Deed of Easement
{Legal description of Easement Property}

Real property located in Davis County, State of Utah, which is specifically described as follows:

PARCEL 1: Part of 11-061-0030 & 0031

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian U.S. Survey: Beginning at a point South 89°27'19" East 1842.40 feet and South 0°32'41" West 52.93 feet from the Northwest corner of said Section 28, and running thence South 44°45'52" West 80.00 feet to the East right of way of Interstate 15; thence North 42°11'14" West 105.18 feet along said East right of way to the South right of way of Gentile Street; thence South 89°27'19" East 106.68 feet along said South right of way; thence South 45°14'08" East 28.58 feet to the point of beginning.

11-061-0030
+0031
80 x 105

PARCEL 2: Part of 11-061-0033

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 89°27'19" East 2266.37 feet and South 0°32'41" West 694.38 feet from the Northwest corner of said Section 28, and running thence South 20°11'58" East 75.00 feet; thence South 69°48'02" West 96.06 feet to the East right of way of Interstate 15; thence along the arc of 2300 foot radius curve to the left 75.00 feet (LC = North 20°27'09" West 75.00 feet) along said East right of way; thence North 69°48'02" East 96.39 feet to the point of beginning.

11-061-0212
75 x 96
0210

PARCEL 3: Part of 11-061-0034

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 89°27'19" East 2405.73 feet and South 0°32'41" West 1209.33 feet from the Northwest corner of said Section 28, and running thence South 2°29'17" East 49.81 feet; thence North 87°30'00" West 89.77 feet to the East right of way of Interstate 15; thence along the arc of 2300 foot radius curve to the left 42.22 feet (LC = North 8°16'10" West 42.22 feet) along said East right of way; thence North 67°30'43" East 93.68 feet to the point of beginning.

90 x 50
0199

Exhibit B
To
Settlement Agreement

Easement (Parcel No. 15-8:201B:EQA)

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Street

11-064-0050

Easement
Davis County

Parcel No. 15-8:201B:EQA
Ref. Project No. S-15-8(211)332
Project Number I-15-7(18)326

The UTAH DEPARTMENT OF TRANSPORTATION, by its duly appointed Director of Right of Way, Grantor, of Salt Lake City, County of Salt Lake, State of Utah, hereby GRANTS AND CONVEYS to Saunders Outdoor Advertising, Inc a Utah corporation, and its successors and assigns, Grantee, at 1764 West 2900 South, Ogden, County of Weber, State of Utah, zip 84401, for the sum of Ten Dollars, and other good and valuable considerations, the following described perpetual easement upon a parcel of land in Davis County, State of Utah, situate in the NW¼ SE¼ of Section 28, T4N, R1W, SLB&M, for the purpose of relocating, constructing, operating, and maintaining an outdoor advertising structure and any other related facilities or utilities needed to relocate, construct, operate, and maintain the outdoor advertising structure. The boundaries of said easement are described as follows:

Beginning at a point 135.32 feet N.88°56'55"E. along the section line and 3852.66 feet SOUTH from the North Quarter corner of Section 28, T. 4 N., R. 1 W., SLB&M; running thence S.24°49'02"E. a distance of 75.00 feet along the easterly Highway Right-of-Way and no-access line of Interstate 15, of Project No. S-15-8(211)332; thence N.65°11'08"E. a distance of 47.66 feet; thence N.20°11'00" W. a distance of 75.25 feet; thence S.65°11'08"W. a distance of 53.74 feet to said easterly Highway Right-of-Way and no-access line to the POINT OF BEGINNING

The above described easement contains 0.087 acres or 3803 sq. ft. in area, more or less.

(Note: All bearings and distances in the above descriptions are based on the Utah State Plane Coordinate System, NAD 1983)

Parcel No.15-8:201B:EQA
Ref. Project No.S-15-8(211)332
Project No.I-15-7(18)326

Pursuant to Title 72, Chapter 6, Section 117, Utah Code Annotated, 1998, as amended, the above described easement is granted without access to or from the adjoining interstate over and across the westerly boundary line of said easement being the easterly Highway Right of Way and No-Access line of Project No. S-15-8(211)332.

The easement granted herein includes an easement for a free and unobstructed view of the outdoor advertising structure over and across the easement property, which is the property described in this easement, and over and across all of Parcel 201B, which is the larger tract of which this easement is a part. Unless Grantee gives written consent, no structure shall be constructed on the easement property, or on Parcel 201B, which conflicts with the use of this easement or obstructs the view of the sign face of the outdoor advertising structure. Grantor shall not plant any bushes, trees, or other foliage that obstructs the view of the sign face on the easement property. However, Grantee shall be responsible to keep the easement property clear of any bushes, trees or other foliage that would obstruct the view of the sign face.

Grantor may use the easement property at any time in a manner which does not materially interfere with Grantee's use of the easement.

Together with and subject to any and all easements, rights of way and restrictions appearing of record or enforceable in law and equity.

Junkyards, as defined in 23 United States Code, Section 136, shall not be established or maintained on the above described easement.

IN WITNESS WHEREOF, said UTAH DEPARTMENT OF TRANSPORTATION has caused this instrument to be executed this 10th day of May, A.D. 20 11, by its Director of Right of Way.

STATE OF UTAH

)

UTAH DEPARTMENT OF TRANSPORTATION

) ss.

COUNTY OF

)

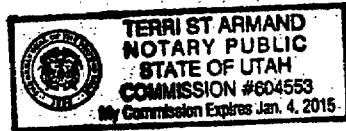
By [Signature]

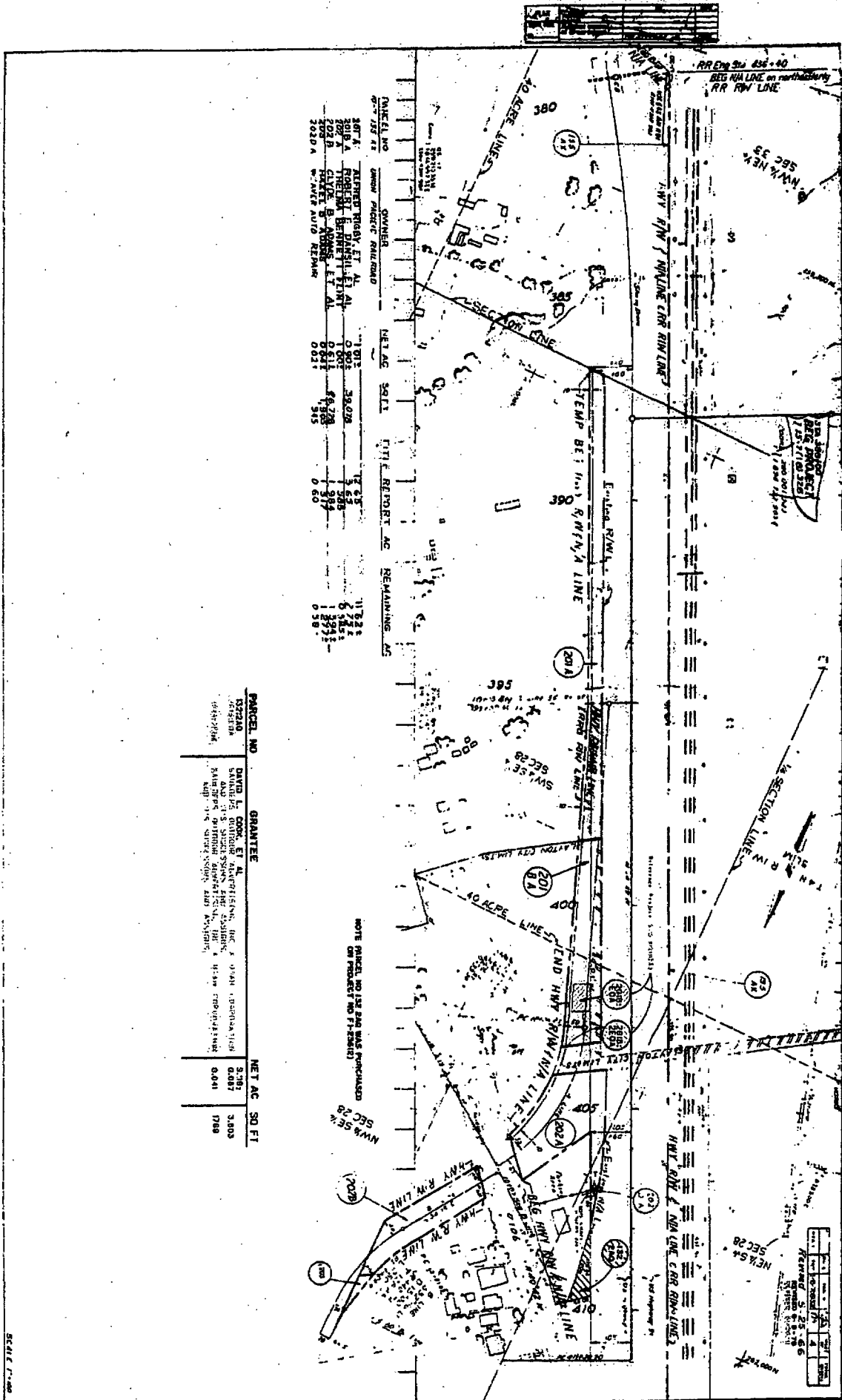
POB Director of Right of Way

On the date first above written personally appeared before me, James A. Dlschewski, who, being by me duly sworn, did say that he is the Director of Right of Way, and he further acknowledged to me that said instrument was signed by him in behalf of said UTAH DEPARTMENT OF TRANSPORTATION.

WITNESS my hand and official stamp the date in this certificate first above written.

[Signature]
Notary Public



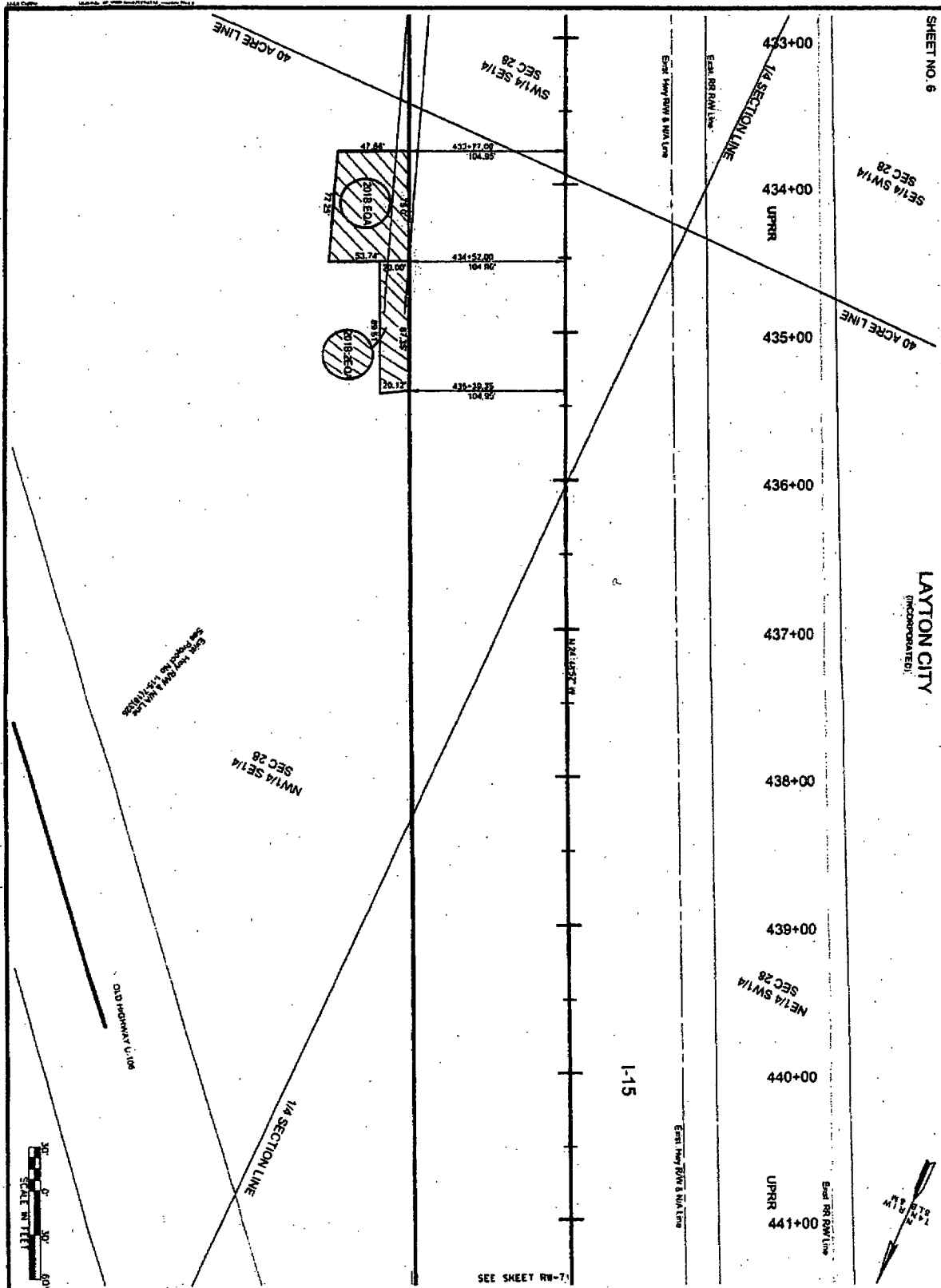


| PARCEL NO | OWNER | NET AC | SQ FT | REMARKS |
|-----------|-------------------------|--------|-----------|---------|
| 1011 | ALBERT RIGBY, ET AL | 38.028 | 1,634,000 | |
| 1012 | ROBERT B. BENDER, ET AL | 0.801 | 34,500 | |
| 1013 | CLAYTON B. ADAMS, ET AL | 0.811 | 35,200 | |
| 1014 | WALTER A. ADAMS | 0.821 | 35,900 | |
| 1015 | WALTER A. ADAMS | 0.831 | 36,600 | |
| 1016 | WALTER A. ADAMS | 0.841 | 37,300 | |
| 1017 | WALTER A. ADAMS | 0.851 | 38,000 | |
| 1018 | WALTER A. ADAMS | 0.861 | 38,700 | |
| 1019 | WALTER A. ADAMS | 0.871 | 39,400 | |
| 1020 | WALTER A. ADAMS | 0.881 | 40,100 | |
| 1021 | WALTER A. ADAMS | 0.891 | 40,800 | |
| 1022 | WALTER A. ADAMS | 0.901 | 41,500 | |
| 1023 | WALTER A. ADAMS | 0.911 | 42,200 | |
| 1024 | WALTER A. ADAMS | 0.921 | 42,900 | |
| 1025 | WALTER A. ADAMS | 0.931 | 43,600 | |
| 1026 | WALTER A. ADAMS | 0.941 | 44,300 | |
| 1027 | WALTER A. ADAMS | 0.951 | 45,000 | |
| 1028 | WALTER A. ADAMS | 0.961 | 45,700 | |
| 1029 | WALTER A. ADAMS | 0.971 | 46,400 | |
| 1030 | WALTER A. ADAMS | 0.981 | 47,100 | |
| 1031 | WALTER A. ADAMS | 0.991 | 47,800 | |
| 1032 | WALTER A. ADAMS | 1.001 | 48,500 | |

| PARCEL NO | GRANTEE | NET AC | SQ FT |
|-----------|----------------------|--------|---------|
| 102220 | DAVID L. COOK, ET AL | 3.181 | 138,000 |
| 102221 | DAVID L. COOK, ET AL | 0.087 | 3,800 |
| 102222 | DAVID L. COOK, ET AL | 0.087 | 3,800 |
| 102223 | DAVID L. COOK, ET AL | 0.041 | 1,780 |

NOTE: PARCEL NO 102220 WAS PURCHASED BY PROJECT NO 17-20021

SCALE 1"=40'



SHEET NO. 6

LAYTON CITY
(INCORPORATED)

SEE SHEET RW-7

| | | | | | |
|---------------------------------------------------------------------------|----------------------|---------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------|----------------------|
| <p>1-15/FORT LANE SOUTH LAYTON INTERCHANGE RIGHT-OF-WAY PLANS</p> | | <p>UTAH DEPARTMENT OF TRANSPORTATION REGION 1 - OGDEN, UTAH</p> | | | |
| <p>PROJECT NO. 9-15-8(211)332</p> | <p>DATE 01/15/83</p> | <p>SCALE 1" = 40'</p> | <p>BY [Signature]</p> | <p>CHECKED [Signature]</p> | <p>DATE 01/15/83</p> |
| <p>REVISIONS</p> | | | <p>REVIEW</p> | | |
| <p>NO. DATE BY DESCRIPTION</p> | | | <p>NO. DATE BY DESCRIPTION</p> | | |
| <p>1 01/15/83 [Signature] ORIGINAL SUBMISSION FOR AUTHORIZATION</p> | | | <p>1 01/15/83 [Signature] ORIGINAL SUBMISSION FOR AUTHORIZATION</p> | | |

Exhibit C
To
Settlement Agreement

Easement (Parcel No. 15-8:201B:2EQA)

17

RETURNED
SEP 12 2011

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

E 2615460 B 5355 P 92-108
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/12/2011 10:30 AM
FEE \$0.00 Post 17
DEPT REC'D FOR UTAH DEPT OF TRANSPORTATION

~~Tax ID # 11-061-0050~~

Parcel 68: A
Project S-15-8(211)332

Agreement

This Agreement (this "Agreement") is effective as of September 9, 2011, by and among Utah Department of Transportation ("UDOT") and Saunders Outdoor Advertising, Inc. and JPL Investments, L.C. (collectively "Saunders"). All of the parties identified above are collectively referred to at times herein as the "Parties."

Recitals

A. On May 10, 2011 the Parties entered into a Settlement Agreement ("Settlement") wherein among other things:

1. UDOT did convey and Saunders did receive certain easements located near a U-Haul dealer referred to therein as Exhibit D identified as Parcels 236:133:EQ4 and 236:132:EQ on UDOT Project FI-236(2) (Reference Project S-15-8(211)332 ("U-Haul Easements")); said U-Haul Easements are recorded as Entry 2599642 in Book 5278 at Page 43-44 and Entry 2599641 in Book 5278 at Page 41-42, respectively in the office of the Davis County Recorder;
2. UDOT did transfer Permit 1-0819 from Parcel 2 of Saunders, to the U-Haul Easement location for the purpose of construction of the outdoor advertising structure;
3. UDOT did issue and Saunders did receive that State of Utah Warrant No. F9377181 in the amount of \$50,000.00 in exchange for the assignment to UDOT of the therein described CBS Outdoor Lease ("CBS Lease");
4. Saunders is the owner of those certain easements identified as Parcels 1, 2, and 3 in that certain "Deed Granting Perpetual Easement" dated March 17, 2004, together with the rights associated with the easements in Parcels 1, 2, and 3, including ingress and egress rights;
5. Saunders assigned the CBS Lease to UDOT and UDOT became the landlord as identified therein as Exhibit F;

B. On 18 August 2011, the Layton City Council voted 4-0 to allow Saunders to relocate its outdoor advertising structure, which has not been constructed, from the U-Haul Easements location to a location agreed upon by Saunders and Layton City, known as the Wayne Belleau property ("Belleau Property").

Agreement

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto contract and agree as follows:

1. **Transfer of Saunders' Outdoor Advertising Permit.** Within five business days from the date that i) Layton City issues its building permit to Saunders for the Belleau Property, and ii) Saunders submits a complete application for the transfer of UDOT permit 1-0819, UDOT will issue to Saunders all UDOT permits necessary for Saunders to transfer its outdoor advertising structure permit to the Belleau Property.
2. **Saunders' Assignment of the U-Haul Easements to UDOT.** Within five business days from the date of Saunders obtaining the necessary permits for the Belleau Property, Saunders shall assign, without any payment or cost, to UDOT all of its interest in the U-Haul Easements by executing the Quit-Claim Deeds attached as Exhibit A.
3. **Relocation Expenses.** UDOT has no obligation for any payment to Saunders for the relocation expenses associated with Saunders' relocation of its outdoor advertising structure to the Belleau Property. All payments made from UDOT to Saunders for the relocation to the U-Haul Easements shall be applied to the relocation to the Belleau Property and satisfy all of UDOT's obligations to Saunders regarding relocation expenses.
4. **Saunders' Assignment of the Existing Easements to UDOT.** Within three business days from the date of this Agreement, Saunders shall assign to UDOT a portion of its interest in Parcel 2 and all of its interest in Parcel 3 by executing the Conveyance of Perpetual Easement Rights and Quit-claim Deed attached as Exhibit B.
5. **CBS Lease**
 - a. **Lease Assignment.** Within five business days from the date of this Agreement, UDOT will assign to Saunders all of its interest in the CBS Outdoor lease agreement, as amended, by executing the Assignment of Lease attached as Exhibit C, together with any Lease payments that UDOT has received from CBS Outdoor.
 - b. **Payment.** UDOT acknowledges and agrees that the amount of \$50,000.00 previously paid by UDOT to Saunders for the CBS Outdoor lease under the Settlement will be retained by Saunders and be applied to any and all acquisition costs for an easement associated with the Belleau Property. In exchange, Saunders releases and waives any claims against UDOT relating to relocation costs associated with this move and any just compensation.
6. **Reaffirmation of Obligations under the Settlement.** The Settlement, together with all of the Parties' obligations thereunder, shall, except to the extent expressly modified by this Agreement, remain in full force and effect and survive the execution of this Agreement. Parties acknowledge that UDOT has met its obligation under the Settlement regarding all relocation expenses. Parties also acknowledge that paragraph 1 of the Settlement including

the "Assignment and Assumption of Perpetual Easement Rights and Quitclaim Deed" is null and void per the modifications under paragraph 4 herein.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by facsimile or pdf transmission, each of which shall be deemed to be an original, but all of which together will constitute but one and the same instrument.

8. **No Modification.** This Agreement may not be changed, nor its terms altered, except in a writing signed by all Parties.

9. **Successors and Assignment.** This Agreement will be binding upon and inure to the benefit of the Parties herein and their current and future agents, employees, representatives, officers, directors, partners, shareholders, subsidiary companies, parent companies, affiliates, assigns, or assignors and successors.

10. **Draftsmanship.** The Parties have had legal counsel of their choice involved in the review and drafting of this Agreement and it shall be deemed to have been jointly drafted by the Parties, and will be interpreted as if all Parties equally participated in the drafting thereof.

11. **Authority.** The signatories hereto represent and warrant that they have read this Agreement, and that they are fully authorized to execute this Agreement on behalf of the Party in the capacity shown, that they understand the terms of this Agreement, and have been advised of their legal rights by the legal counsel of their own choice.

12. **Cooperation.** Each of the Parties hereto agrees to execute and deliver such additional documents and instruments and to perform such additional acts as any Party may reasonably request or as may be reasonably necessary or appropriate to effectuate, consummate or perform any of the terms, provisions or conditions of this Agreement.

13. **Venue.** In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue shall be the Third Judicial District Court in and for Salt Lake County.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

Saunders Outdoor Advertising, Inc

By: Richard Saunders

Its: CEO

Date: 9/9/11

JPL Investments, L.C.

By: Jarvis H. Saunders

Its: NGM

Date: 9-9-11

Utah Department of Transportation

By: [Signature]
FOR Lyle McMillan DEPUTY

Its: Director of Right of Way

Date: 9/9/2011

Exhibit A

**Quit-Claim Deeds
Parcels 236:133:EQA and 236:132:EQ**

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

11-064-0098

Quit Claim Deed
(CORPORATION)
Davis County

Affecting Tax ID No.: Not Assessed
Parcel No. 236:133:EQA
Project No. FI-236(2)
Reference Project No. S-15-8(211)332

Saunders Outdoor Advertising, Inc., a Utah corporation, and its successors and assigns, Grantee, at 1764 West 2900 South, Ogden County of Weber, State of Utah zip 84401, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described perpetual easement in Davis County, State of Utah, upon part of a tract of land situate in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, T. 4 N., R. 1 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning on the northeasterly right of way and no-access line of a freeway known as Project No. S-15-8(211)332 at a point 818.00 ft. South along the quarter section line, 34.50 ft. West, 420.20 ft. N. 24°49' W., and 44.94 ft. Northerly along the arc of a 1804.86 ft. radius curve to the right (Note: Chord to said curve bears N. 24°06'12" W for a distance of 44.94 ft.), from the Northeast corner of the Southwest Quarter of said Section 28, and running thence Northerly 95.32 ft. along the arc of a 1804.86 ft. radius curve to the right (Note: Chord to said curve bears N. 21°52'37" W. for a distance of 95.31 ft.) along said northeasterly right of way and no-access line; thence S. 41°32'00" E. 89.75 ft. along the southwesterly right of way line of a highway now known as South Main Street; thence S. 48°28'00" W. 32.06 ft. to the point of beginning. The above part of an entire tract of land contains 1,479 square feet or 0.034 acre, more or less.

PAGE 2

Parcel No.236:133:EQA
Project No. FI-236(2)
Reference Project No. S-15-8(211)332

IN WITNESS WHEREOF, said Saunders Outdoor Advertising, Inc. has caused this instrument to be executed by its proper officers thereunto duly authorized, this _ day of _____, A.D. 20 _____.

STATE OF _____) Saunders Outdoor
Advertising,)
) ss. Inc.
COUNTY OF _____) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the _____ of Saunders Outdoor Advertising, Inc., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said _____ acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

WHEN RECORDED, MAIL TO:
Saunders Outdoor Advertising, Inc.
1784 West 2900 South
Ogden, Utah 84401

And

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

11-064-0098

Quit Claim Deed
(CORPORATION)
Davis County

Affecting Tax ID No.: Not Assessed
Parcel No. 236:132:EQ
Project No. FI-236(2)
Reference Project No. S-15-8(211)332

Saunders Outdoor Advertising, Inc., a Utah corporation, and its successors and assigns, Grantee, at 1764 West 2900 South, Ogden County of Weber, State of Utah zip 84401, Grantor, hereby QUIT CLAIMS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten Dollars, and other good and valuable considerations, the following described perpetual easement in Davis County, State of Utah, upon part of a tract of land situate in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 28, T. 4 N., R. 1 W., S.L.B. & M. The boundaries of said easement are described as follows:

Beginning at a point in the southwesterly right of way line of a highway known as SR-106 or South Main Street, which point is 818.00 ft. South along the Quarter Section line, 34.50 ft. West, 420.20 ft. N. 24°49' W., and 44.94 ft. Northerly along the arc of a 1804.86 ft. radius curve to the right (Note: Chord to said curve bears N. 24°06'12" W for a distance of 44.94 ft.), and N. 48°28'00" E. 32.06 ft. from the Northeast corner of the Southwest Quarter of said Section 28, and running thence N. 48°28'00" E 19.00 ft. to a point 1.00 ft. radially distant Southwesterly from the existing back of curb; thence N. 33°17'30" W. 90.69 ft.; thence S. 48°28'00" W. 32.00 ft. to a point in the existing westerly right of way line; thence S. 41°32'00" E. 89.75 ft. to the point of beginning. The above described easement contains 2,289 square feet in area or 0.053 acre, more or less.

PAGE 2

Parcel No.236:132:EQ
Project No. FI-236(2)
Reference Project No. S-15-8(211)332

IN WITNESS WHEREOF, said Saunders Outdoor Advertising, Inc. has caused this instrument to be executed by its proper officers thereunto duly authorized, this _ day of _____, A.D. 20 _____.

STATE OF _____) Saunders Outdoor Advertising,)
) ss. Inc.
COUNTY OF _____) By _____

On the date first above written personally appeared before me, _____, who, being by me duly sworn, says that he is the _____ of Saunders Outdoor Advertising, Inc., a corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of _____, and said _____ acknowledged to me that said corporation executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Notary Public

Exhibit B

**Conveyance of Perpetual
Easement Rights and Quit Claim Deed**

When recorded, return to:
Saunders Outdoor Advertising, Inc.
1764 West 2900 South
Ogden, Utah 84401

and

Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

Affecting Tax ID No. 11-061-0030
Parcel No. 68:A
Project No. S-15-8(211)332

CONVEYANCE OF PERPETUAL
EASEMENT RIGHTS AND QUITCLAIM DEED

THIS CONVEYANCE OF PERPETUAL EASEMENT RIGHTS AND QUIT-CLAIM DEED ("Assignment") entered into this _____ day of September, 2011 by and between Saunders Outdoor Advertising, Inc. ("Assignor") and Utah Department of Transportation ("UDOT") ("Assignee").

Assignor is the beneficiary of that certain Deed Granting Perpetual Easement dated March 17, 2004 by and between Assignor and Jay O. Willey Family Partnership, a Utah limited partnership, and recorded in the official records of the Davis County Recorder as Document No. 1970947, Book No. 3499, Pg. 639 (hereinafter the "Easement"). The Easement grants three easements to Assignor on three parcels of real property which are identified in the Easement as Parcel 1, Parcel 2, and Parcel 3. Assignor desires to make an assignment of its easement rights in a portion of the real property described as Parcel 2 and the entire Parcel 3 in the Easement. The portion of the real property identified in the Easement as Parcel 2 and the entire Parcel 3 is more particularly described as follows and is referred to herein as the "Easement Property":

Real property located in Davis County, State of Utah, which is specifically described as follows:

Portion of PARCEL 2:

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 89°27'19" East 2266.37 feet and South 0°32'41" West 694.38 feet and South 20°11'58" East 75.00 feet and South 69°48'02" West 56.50 feet from the Northwest corner of said Section 28, and running thence South 69°48'02" West 39.46 feet; thence northerly along the arc of a 2300.00 foot radius curve to the left 75.00 feet (LC = North 20°27'09" West 75.00 feet); thence North 69°48'02" East 30.94 feet; thence South 26°55'38" East 75.51 feet to the point of beginning.

11-061-
0212,0210

11-061-0199

PARCEL 3:

Part of the Northwest Quarter of Section 28, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point South 89°27'19" East 2405.73 feet and South 0°32'41" West 1209.33 feet from the Northwest corner of said Section 28, and running thence South 2°29'17" East 49.81 feet; thence North 87°30'00" West 89.77 feet to the East right of way of Interstate 15; thence along the arc of 2300 foot radius curve to the left 42.22 feet (LC = North 8°16'10" West 42.22 feet) along said East right of way; thence North 87°30'43" East 93.68 feet to the point of beginning.

In consideration of the following mutual covenants and obligations, the parties agree as follows:

1. Conveyance. For consideration in the amount of Ten Dollars and other good and valuable consideration, Assignor herewith assigns to Assignee all of its right, title, interest, duties, obligations and benefits in and under the Easement with respect to the Easement Property and hereby quit-claims to Assignee any right, title, and interest that Assignor has to the Easement Property.

2. Acceptance. Assignee accepts Assignor's right, title, interest, duties, obligations and benefits under the Easement with respect to the Easement Property.

3. Assumption. Assignee agrees to assume, keep and perform all the terms, covenants and conditions of the Easement with respect to the Easement Property that are to be kept and performed by the beneficiary of the Easement unless Assignee is also the underlying fee owner.

4. Retention of Parcel 1. For the avoidance of doubt and notwithstanding anything to the contrary contained herein, Assignor is not assigning to Assignee its perpetual easement rights in the real property described in the Easement as Parcel 1 or in the following portion of the real property described in the Easement as Parcel 2:

Beginning at a point 2266.43 feet S. 89°06'21" E. along the section line and 678.10 feet SOUTH from the Northwest corner of Section 28, T. 4 N., R. 1 W., SLB&M; running thence S. 20°15'42" E. a distance of 75.00 feet; thence S. 69°44'18" W. a distance of 36.17 feet to the existing I-15 NA Line; thence S. 69°44'18" W. a distance of 20.43 feet along the proposed I-15 NA Line; thence N. 26°55'38" W. a distance of 75.51 feet along said proposed I-15 NA Line; thence N. 69°44'17" E. a distance of 26.19 feet along said proposed NA Line to the existing I-15 NA Line; thence N. 69°44'17" E. a distance of 39.18 feet to the POINT OF BEGINNING.

11-061-0210
0212

The above described parcel contains ± 0.105 acres (4574 sq. ft.)

Note: All bearings in the above descriptions are based upon the Utah State Plane Coordinate System, NAD 83, North Zone.

IN WITNESS THEREOF parties have hereunto set their hands the day and year first written above.

ASSIGNOR:

Saunders Outdoor Advertising, Inc.

By: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the _____ day of _____, 2011, personally appeared before me _____, the signer of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission expires:

ASSIGNEE:

Utah Department of Transportation

By: _____

Its: _____

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the _____ day of _____, 2011, personally appeared before the me _____, the signer of the above and foregoing instrument, who duly acknowledged to me that they executed the same.

NOTARY PUBLIC
Residing at: _____

My Commission expires:

Exhibit C

Assignment of Lease

Assignment of Lease

THIS ASSIGNMENT dated as of September 9, 2011 (the "Effective Date") between the Utah Department of Transportation (the "UDOT") and Saunders Outdoor Advertising, Inc. ("Saunders").

Recitals

WHEREAS, on May 10, 2011 Saunders assigned to UDOT that certain Lease Agreement with CBS Outdoor dated February 13, 2009 (the "Lease"), which gives CBS Outdoor the right to use the premises described in the Lease for the purpose of erecting and maintaining advertising signs and other media content thereon;

WHEREAS, on June 20, 2011 UDOT and CBS Outdoor amended the Lease to, among other things, relocate the leased premises to a parcel of real property in Layton, Utah that is described in the amendment (the "New Leased Premises");

WHEREAS, Saunders owns the entire New Leased Premises by that certain "Deed Granting Perpetual Easement" dated March 17, 2004;

WHEREAS, UDOT now desires to assign all of its right, title and interest in, to and under the Lease, as amended, effective as of the Effective Date, to Saunders, and Saunders desires to assume all of UDOT's obligations under the Lease, as amended, as of such Effective Date;

NOW THEREFORE, and in consideration of the foregoing recitals, which are incorporated herein, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

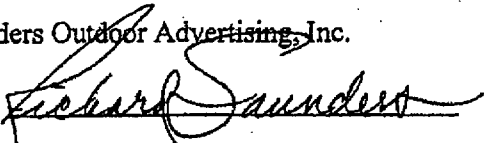
Witnesseth

1. On and subject to the further terms and conditions herein, UDOT hereby grants, transfers, conveys, assigns and sets over to Saunders its entire right, title, interest and estate in and to the Lease, as amended, and the rents and all other amounts payable thereunder and all other benefits and advantages to be derived therefrom as of the Effective Date, and Saunders hereby assumes all of UDOT's duties and obligations under the Lease, as amended, but only to the extent arising under the Lease from and after the Effective Date.
2. On and subject to the further terms and conditions herein, UDOT is released from, and shall have no further obligations under, the Lease on or after the Effective Date.
3. Except as provided herein, the Lease, as amended, shall remain in full force and effect;
4. The covenants and agreements herein contained shall be binding upon and enure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.

Saunders Outdoor Advertising, Inc.

By:

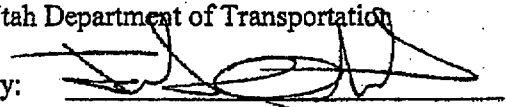


Its:

CEO.

Utah Department of Transportation

By:



Its:

DEPUTY DIRECTOR RCW

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.

JPL Investments, L.C.

Utah Department of Transportation

By: *Pat. Saunders*

By: _____

Its: *Manager JPL*

Its: _____