

Ent 850337 Bk 965 Pg 669
Date: 16-JUL-2020 3:10:31PM
Fee: \$40.00 Charge Filed By: RO
KARLA MEDLEY, Recorder
CARBON COUNTY CORPORATION
For: SOUTH EASTERN UTAH TITLE CO

Recording requested by:
South Eastern Utah Title Company-Price

After Recording Return To:
AJB HOLDINGS, LLC
PO Box 111
Price, Utah 84501

File Number: 2020-C-439
Parcel ID: 02-0339-0000

Warranty Deed

YESCO OUTDOOR MEDIA, LLC, a Delaware Limited Liability Company, (henceforth referred to as "Grantor") Grantor of CARBON County, State of Utah, hereby CONVEYS and WARRANTS to **AJB HOLDINGS, LLC**, a Utah Limited Liability Company, (henceforth referred to as "Grantee") for the sum of ten dollars and other good and valuable consideration, the following described tract of land in CARBON County, State of Utah, to-wit:

SEE ATTACHED EXHIBIT 'A'

Subject to easements, reservations and restrictions however evidenced.

In Witness Whereof, YESCO OUTDOOR MEDIA, LLC the said, Grantor, hereunto set by hands and seals this 15th day of July, 2020.

YESCO OUTDOOR MEDIA, LLC, a Delaware Limited Liability Company

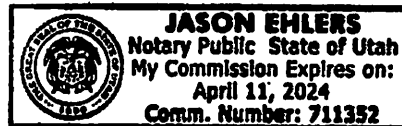
By: 
by Patrick O'Donnell, President

STATE OF UTAH
COUNTY OF

On this 15th day of July, 2020, personally appeared Patrick O'Donnell, President, whose identity is personally known to me or proved on the basis of satisfactory evidence and who by me duly sworn or affirm, did say he is President of YESCO OUTDOOR MEDIA, LLC and said document was signed by him/her on behalf of said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said Patrick O'Donnell acknowledged to me said Limited Liability Company executed the same.

Witness my hand and official seal.


Notary Public



The land referred to is situated in the State of Utah, County of Carbon and is described as follows:

Beginning at a point located 2668.57 feet North and 447.40 feet East from the South Quarter corner of Section 25, Township 13 South, Range 9 East, Salt Lake Base and Meridian, said beginning point is located in the center of an existing 16 foot gate, and running thence West 447.4 feet; thence North 641.10 feet; thence East 413.92 feet, more or less, to the West right-of-way line of the state highway; thence Southeasterly along said right-of-way line 641.90 feet, more or less, to the point of beginning.

EXCEPTING therefrom the following described portion of said land, as released, relinquished and quit claimed in that certain Boundary Line Agreement recorded March 24, 2004, as Entry No. 104943, in Book 562, at Page 761, records of the Carbon County Recorder:

Beginning at a point which is located South 0°16'46" East along the West line of the Southwest Quarter of the Northeast Quarter of Section 25, Township 13 South, Range 9 East, Salt Lake Base and Meridian, 693.11 feet from the Northwest corner of the Southwest Quarter of the Northeast Quarter of said Section 25, and running thence North 89°35'21" East along an existing fence line 405.27 feet to the West state road right-of-way fence line of Highway 50 and 6; thence North 02°50'51" West along said right-of-way fence line 32.21 feet; thence South 89°25'35" West 403.84 feet, more or less, to the West line of the Southwest Quarter of the Northeast Quarter of said Section 25; thence South 0°16'46" East along the West line of the Southwest Quarter of the Northeast Quarter of said Section 25 a distance of 31.03 feet to the point of beginning.

(Bearing of South 0°16'46" East between the North Quarter corner and South Quarter corner of said Section 25 used as the basis of bearing.)

Also, a non-exclusive easement and right-of-way for ingress and egress and for utility purposes described as follows: Beginning at a point located 2668.57 feet North and 447.4 feet East from the South Quarter corner of Section 25, Township 13 South, Range 9 East, Salt Lake Base and Meridian, said beginning point is located in the center of an existing 16 foot gate, and running thence Northerly along the right-of-way 10 feet; thence West 75 feet; thence South 20 feet; thence East 75 feet to the right-of-way fence; thence Northerly 10 feet to the point of beginning.

EXCEPTING therefrom and RESERVING to Grantor, its successors and assigns, an exclusive perpetual easement on, over, and under the property the purpose of installing, relocating, maintaining, operating, repairing, upgrading, and removing sign structures, faces and messages, wireless and other telecommunication devices, and electrical equipment and/or other devices or equipment, including utilities necessary or desirable for Grantor's operation and use of an outdoor advertising structure, wireless and other telecommunication devices (including third-party apparatus), and related equipment (collectively, the "Sign"); and

EXCEPTING therefrom and RESERVING to Grantor, its successors and assigns, a perpetual easement in the airspace over the parcel for the encroachment of any portion of the Sign; and

EXCEPTING therefrom and RESERVING to Grantor, its successors and assigns, an exclusive perpetual easement and right of way over the property for the purpose of accessing, constructing, reconstructing, installing, maintaining, operating, changing messages, illuminating, modifying, enlarging, and upgrading the Sign, including all appurtenances thereto, including but not limited to equipment, wireless communication devices, changeable message advertising faces, and other apparatus expedient or convenient to the operation of the Sign, together with right to conduct such activities as are customarily incident thereto. Without limited the foregoing, such easements and rights reserved to Grantor, its successors and assigns, herein include the following rights: i) encroachment, relocation, improvement, and maintenance and repair, ii) ingress and egress from an accessible public roadway to Sign with adequate clearance and weight-bearing capacity for the vehicles that are customarily used to access the Sign, iii) an unobstructed line of site over Grantee's property to each face of the Sign from the roadways to which the Sign is oriented, including the right to remove any trees, foliage, vegetation, structures, or other obstructions, without compensation therefor, and iv) light or other nuisances resulting from the illumination or operation of the Sign. The foregoing easements shall run with the land and bind and benefit the Grantor, its' successors, tenants, assigns, and/or licensees, if any, and any person claiming an interest through such persons.

Further excepting and reserving to Grantor and its successors and assigns ownership of the Sign, the associated permits, zoning and display rights for the display of outdoor advertising and the operation of wireless or other telecommunication devices, including all rights of relocation that may arise therefrom.

Tax Parcel No. 02-0339-0000