

16/4

Mail to:
Simmons Outdoor Media Inc
515 So. 700 E Suite 1C
SLC ut 84102

When Recorded Mail To:
Bradley R. Cahoon
Snell & Wilmer L.L.P.
111 East Broadway, Suite 900
Salt Lake City, Utah 84111

↑
M

ENT 80877;2000 PG 1 of 4
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2000 Oct 13 10:43 am FEE 16.00 BY SB
RECORDED FOR SIMMONS OUTDOOR MEDIA INC

DECLARATION AND GRANT OF EASEMENT

(Perpetual)

BETH TURNER POWELL

JUP
20 WEST 1200 NORTH

This Declaration and Grant of Easement ("Instrument"), is made and entered into this 1st day of July, 2000, by and between Ms. ~~Betty Powell~~ ^{BETH TURNER POWELL}, residing at ~~1240 North 300 West~~ Utah (hereinafter "Grantor"), and SIMMONS OUTDOOR MEDIA, INC., a Utah corporation, having its principal place of business at 57 West South Temple, Suite 700, Salt Lake City, Utah (hereinafter "Grantee").

RECITALS

This Instrument is made and entered into with reference to the following definitions and recitals of fact, which are a material part of this Instrument and incorporated herein by this reference:

- A. Property. Grantor is the owner in fee simple of certain real property (hereinafter the "Property") located in Utah County, Utah, and more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- B. Sign. Grantee presently maintains an outdoor advertising sign ("Sign") on the Property.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants, and restrictions are made:

1. Grant of Easement. In exchange for \$10.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor and subject to the terms and conditions of this Instrument, Grantor hereby declares, grants, transfers, assigns and conveys to Grantee, and all of Grantee's employees, agents, invitees, successors, and assigns an exclusive and perpetual (a) easement, (b) right of way, and (c) easement for utilities (collectively "Easement") over, upon and across the Property, for the purpose of ingress to and egress from and for using, maintaining, sustaining, repairing, replacing, restoring, altering, expanding or removing the Sign and all utilities, equipment and facilities associated or used with the Sign located, situated or positioned on the Property. As additional consideration for the Easement, Grantee agrees to pay \$2000.00 to Grantor perpetually and annually on or before the anniversary date of the date first written above. Any failure on the part of Grantee to pay Grantor any of the \$2000.00 annual payments shall not result in any termination whatsoever of the Easement but shall merely create a cause of action in favor of Grantor to collect any unpaid amounts from Grantee.

2. No Interference. Grantor shall not allow or permit any obstruction whatsoever, temporary or permanent, that decreases the advertising value of any of Grantee's marquees or faces on the Sign or limits, impairs, impedes, blocks, obscures or restricts the free and unimpeded use of the Easement on, over or across the Property or the public view of the advertising marquees or displays on the Sign insofar as such obstruction is within the Grantor's control. The Grantor hereby, agrees, represents and warrants that the Grantee may trim or cut whatever trees, bushes, brush, etc., as Grantee deems necessary for unobstructed view of the Grantee's advertising marquees and displays and access to and from the Sign.

3. Easement Binding on Successors & Assigns. Each right and obligation in this Instrument (whether affirmative or negative in nature) (a) touches and concerns the Property and shall be a burden and benefit running with the Property; (b) shall be binding upon or inure to the benefit of the successors or assigns of the owners of the Property and the Sign; (c) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the Property to the extent that such portion is affected or bound by the Easement, covenant or restriction in question, or to the extent that such Easement, covenant or restriction is to be performed on such portion; and (d) shall benefit and be binding upon any owner whose title to the Property is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. Further, the Easement granted herein is for the commercial use and purposes of the Grantee and the Sign. If ownership of the Property is transferred by any means whatsoever, all transferees shall automatically be deemed to have assumed and agreed to be personally bound by the Easement and covenants and obligations of the Grantor contained in this Instrument.

4. General Provisions. This Instrument shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of law rules) of the State of Utah. Whenever possible, each provision of this Instrument shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Instrument. The paragraph headings in this Instrument are for the purpose of convenience only and shall not limit, enlarge or otherwise affect any of the terms of this Instrument.

IN WITNESS WHEREOF, this Instrument is made and executed the day and year first above written.

GRANTOR:

Beth Turner Powell
~~Betty Powell~~
 BETH TURNER POWELL

Kerney Adams

STATE OF UTAH) *Utah*
) *Utah*
) *Utah*
COUNTY OF UTAH) *Utah*

The foregoing instrument was acknowledged before me this 15 day of August 2000, by Valate Campbell, an individual.

Kerry Robinson

Notary Public

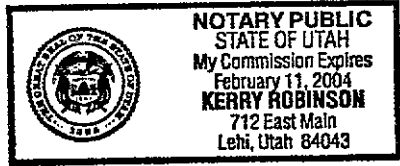


Exhibit A

ENT 80877:2000 PG 4 of 4

Address: 201 West 1200 North, Lehi Utah 84043

Comm E 4690.39 FT & N 1170.89 FT & S 84 02'27" W 154.30 FT FR W ¼ COR SEC
8, T5S, R1E, SLM; 5 87 06'58" W 20 FT; ALONG ARC OF 40 FT RAD OUR TO R
24.80 FT; (CHD-S 10 57'36" W 24.41 FT); S 35 07'26" W 63.74 FT; ALONG ARC OF
270 FT RAD CUR TO L 51.07 FT; (CHD- S 29 42'20"W 50.99 FT); N 61 31'09" W
37.21 FT; N 4 10" E 181.8