

ASSESSOR'S PARCEL NO. _____
When Recorded, Mail to:
YESCO Outdoor MediaSM
Attn: Patrick O'Donnell
1605 Gramercy Road
Salt Lake City, UT 84104

13864801 B: 11291 P: 9938 Total Pages: 8
01/07/2022 11:32 AM By: dhummel Fees: \$44.00
EASEMENT- EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: STEWART TITLE INSURANCE AGENCY OF UTAH
6955 S UNION PARK CTR STE 370MIDVALE, UT 840476516



1010578
Outdoor Advertising Easement Agreement

Page 1 of 2

Effective as of January 6, 2022 The Young Electric Sign Company Profit Sharing 401(k) Retirement Plan and Trust ("Grantor"), of 2401 Foothill Drive, Salt Lake City, Utah, 84109, in consideration of \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, grants and warrants to YESCO Outdoor Media LLC, a Delaware limited liability company ("Grantee"), exclusive perpetual easements (the "Easements") to use and occupy the premises located at 39 West Burton Avenue and 2390 South Main Street, in Salt Lake City, Salt Lake County, State of Utah, the legal description of which is attached hereto as Exhibit "A" and incorporated by reference herein (the "Premises"), for the purposes described herein.

Said Easements shall be for the purpose of allowing Grantee to operate an outdoor advertising structure (the "Sign"), including the equipment, utilities, data transmission lines, electronically changeable message faces, wireless devices, and other apparatus expedient for Grantee's operation of the Sign (the "Utilities") on and over the Sign Site Easement Area 1 and Sign Site Easement Area 2 depicted on Exhibit "B" attached hereto and incorporated by reference herein (the "Sign Site"), and line of sight over a portion of the Premises depicted as the Air Rights Easement on Exhibit "B", together with such activities as are customarily incident thereto.

The Easements granted herein include easements for: (1) the location, maintenance, repair, upgrade, and replacement of the Sign and any components thereof; (2) the location, maintenance, repair, upgrade and replacement of utility facilities on Premises and providing utility service to the Sign; (3) ingress and egress to and from the Sign over and across the Sign Site from 2400 South Street, with adequate clearance and weight-bearing capacity for Grantee's vehicles within Sign Site Easement Area 1 that are customarily used to access, maintain and repair the Sign; (4) an over-hang encroachment and crane swing easement for maintenance, repair, upgrade and replacement of the Sign in, over, and above the Sign Site Easement Area 2; (5) a completely unobstructed line of sight within the Sign Site and the Air Rights Easement to the Sign above forty and one-half feet (40.5') within the Sign Site Area 2 and above forty-five feet (45') in height within the Air Rights Easement, said measurements being taken from the curb height at the north-west corner of Main Street and 2400 South Street; (6) the placement and subleasing of wireless communication receiving and transmission devices and service on the Sign; (7) a negative easement that bars the construction or placement of any building, improvements, fixtures, vehicles, equipment, or personal property by Grantor within the the Sign Site Easement Area 1 and which provides for the exclusive use of the same by Grantee; and (8) light and the dissemination thereof on the Premises resulting from the illumination of the Sign. Any replacement of the Sign shall be of a type and quality and no larger footprint than the Sign depicted on Exhibit "B." Any replacement Sign may exceed the height of the Sign depicted on Exhibit "B" and any height limitation set forth therein shall automatically be raised to include the airspace up to and including the top of the replacement sign.

It is further agreed:

- A. The parties' obligations hereunder shall run with the land and bind and benefit the parties' successors in interest and their tenants and/or licensees, if any, and any person claiming an interest through such persons. Grantor warrants that Grantor has good title to the Premises free and clear of any mortgages that are prior in right to this Outdoor Advertising Agreement and that Grantee will not be disturbed in its occupancy or quiet enjoyment of the Premises, and Grantor will defend the same on behalf of Grantee against all claims and demands.
- B. Neither Grantor nor its successors, tenants, or licensees shall obstruct or permit anyone else to obstruct the Sign in any manner whatsoever. Grantee may trim, cut, or remove any shrubs or trees on the Premises it deems expedient in order to maintain the Sign's effectiveness.
- C. The Sign and the associated permits, and the rents, issues, and profits derived therefrom are and shall remain the property of Grantee, and Grantee may remove and reinstall the same from the Premises at any time. Grantor assigns to Grantee all zoning, permit, and display rights for the display of outdoor advertising, including all rights of relocation, upon the Premises. Seller shall refrain from taking any action or inaction that would impair Grantee's ability to obtain or maintain permits for the construction, installation, replacement, repair and maintenance of the Sign and Utilities. Grantor shall not lease or grant use of the Premises for third-party advertising purposes to any party except Grantee.
- D. Grantee shall maintain commercial general liability insurance in an amount not less than \$1mm per occurrence and \$2mm in the aggregate. Grantee shall not be liable for ordinary wear and tear to the Premises caused by vehicles reasonably accessing the Sign or the Utilities. Grantee shall obtain all licenses and permits required, and shall pay all fees caused by Grantee's use of the Sign Site. Grantee shall keep the sign in good condition and repair. Grantee shall restore and remediate all damage done to the Sign Site as a result of this Agreement beyond ordinary wear and tear.
- E. Grantor shall execute such additional instruments as may be thus necessary or desirable to effectuate the purposes of this Outdoor Advertising Easement Agreement.
- F. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms.
- G. Time is of the essence. Waiver of any breach hereunder must be in writing, signed by the non-breaching party. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including reasonable attorney's fees, from the defaulting party. Grantee may seek specific performance of this Agreement without the necessity of proving either actual damages or the inadequacy of other available remedies. The parties represent that this Agreement was mutually negotiated and therefore no provision herein is to be construed for or against any party because that party drafted such provision. Waiver of any one breach hereunder shall not be deemed a waiver of any other breach. Invalidity or unenforceability of one or more provisions herein shall not affect the validity or enforceability of any other provision. This Agreement constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties.

Grantor Initials PCY Grantee Initials RO

IN WITNESS WHEREOF, the parties have executed this Deed, and Grantor has delivered this Deed, effective as of the date first written above.

Grantor
By Paul C. Young
Printed Name: TRUSTEE
Title
Telephone Number

Grantee Representative
Accepted for YESCO OUTDOOR MEDIA LLC/Grantee:
By Patrick O'Donnell
Printed Name: PRESIDENT
Title
Location Number

State of Utah
County of Salt Lake

THE FOREGOING INSTRUMENT was executed before me this 6th day of January, 2022, by Paul C. Young, who personally appeared before me and, being duly sworn, signed said instrument and acknowledged that said instrument was signed with the authority, and on behalf of The Young Electric Sign Company Profit Sharing 401(k) Retirement Plan and trust

[Signature]
Notary Public
My Commission expires: 6-29-2025



State of Utah
County of Summit

THE FOREGOING INSTRUMENT was executed before me this 6th day of January, 2022, by Patrick O'Donnell, who personally appeared before me and, being duly sworn, signed said instrument and acknowledged that said instrument was signed with the authority, and on behalf of Yesco Outdoor Media LLC

[Signature]
Notary Public
My Commission expires: 6-29-2025

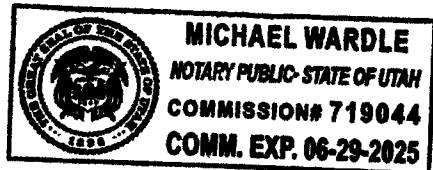


Exhibit A - The "Premises":

Parcel No.: 15-24-282-029

All of Lot 33, Block 3, BURTON PLACE SUBDIVISION, except a portion commencing at the South West Corner of Lot 33, Block 3 Burton Place Subdivision thence North 50 feet; thence East 12 feet; thence South 50 feet; thence West 12 feet to the point of beginning.

Parcel No.: 15-24-282-030

A portion of Lot 33, Block 3, BURTON PLACE SUBDIVISION described as follows: Commencing at the South West Corner of said Lot 33, thence North 50 feet; thence East 12 feet; thence South 50 feet; thence West 12 feet to the point of beginning.

Parcel No.: 15-24-282-022

All of Lots 30, 31 and 32, Block 3, Burton Place together with 1/2 vacated alley abutting on East of Lot 30. Also together with 1/2 vacated alley abutting on the West of the North 37 feet of Lot 29, Block 3 of Burton Place Subdivision.

Parcel No.: 15-24-282-024

Commencing 35.6 feet North and 13.70 feet East of the Southwest corner of Lot 26, Block 3, Burton Place thence Northwesterly 38.0 feet thence West 89.25 feet thence South 38.0 feet thence East 89.29 feet to beginning together with 1/2 vacated alley abutting the above 38.0 feet of Lot 29.

Parcel No.: 15-24-282-025

Commencing 13.70 feet East from the Southwest Corner of Lot 26, Block 3, Burton Place Subdivision; thence Northwesterly 35.6 feet; thence West 89.28 feet; thence South 35.6 feet; thence East 89.3 feet to the point of beginning. Together with 1/2 of vacated alley abutting on West of the South 35.6 feet of Lot 29, Block 3, Burton Place Subdivision.

Parcel No.: 15-24-282-009

Lots 72 and 73, BURTON PLACE, according to the Official Plat thereof as recorded in the Office of the Salt Lake County Recorder, State of Utah.

Parcel No.: 15-24-282-010

Lots 74 and 75, BURTON PLACE, according to the Official Plat thereof as recorded in the Office of the Salt Lake County Recorder, State of Utah.

Sign Site Easement Area 1:

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Beginning at a point at the southwest corner of Lot 33, Block 3, Burton Place Subdivision as recorded on July 6, 1908 in Book E of Plats at Page 53 in the office of the Salt Lake County Recorder, said point also being 2221.00 feet North 00°11'24" East, along the monument line, and 240.28 feet South 89°53'45" West from the monument located in intersection of 2700 South and Main Street, thence along the west line of said Lot 33, North 00°00'38" East 60.00 feet; thence North 89°51'15" East 15.00 feet; thence South 00°00'38" West 60.01 feet to the north Right-of-Way line of 2400 South Street; thence, along said north Right-of-Way line of 2400 South Street, South 89°53'45" West 15.00 feet to the Point of Beginning.

Contains 900 Sq. Ft. (0.02 Ac.)

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Sign Site Easement Area 2:

- Beginning at a point being on the north Right-of-Way line of 2400 South Street, said point also being 2221.00 feet North 00°11'24" East, along the monument line, and 225.28 feet South 89°53'45" West from the monument located in intersection of 2700 South and Main Street, thence North 00°00'38" East 60.01 feet; thence North 89°51'15" East 35.00 feet; thence South 00°00'38" West 60.04 feet to the said north Right-of-Way line of 2400 South Street; thence, along said north Right-of-Way line of 2400 South Street, South 89°53'45" West 35.00 feet to the Point of Beginning.

Contains 2101 Sq. Ft. (0.05 Ac.)

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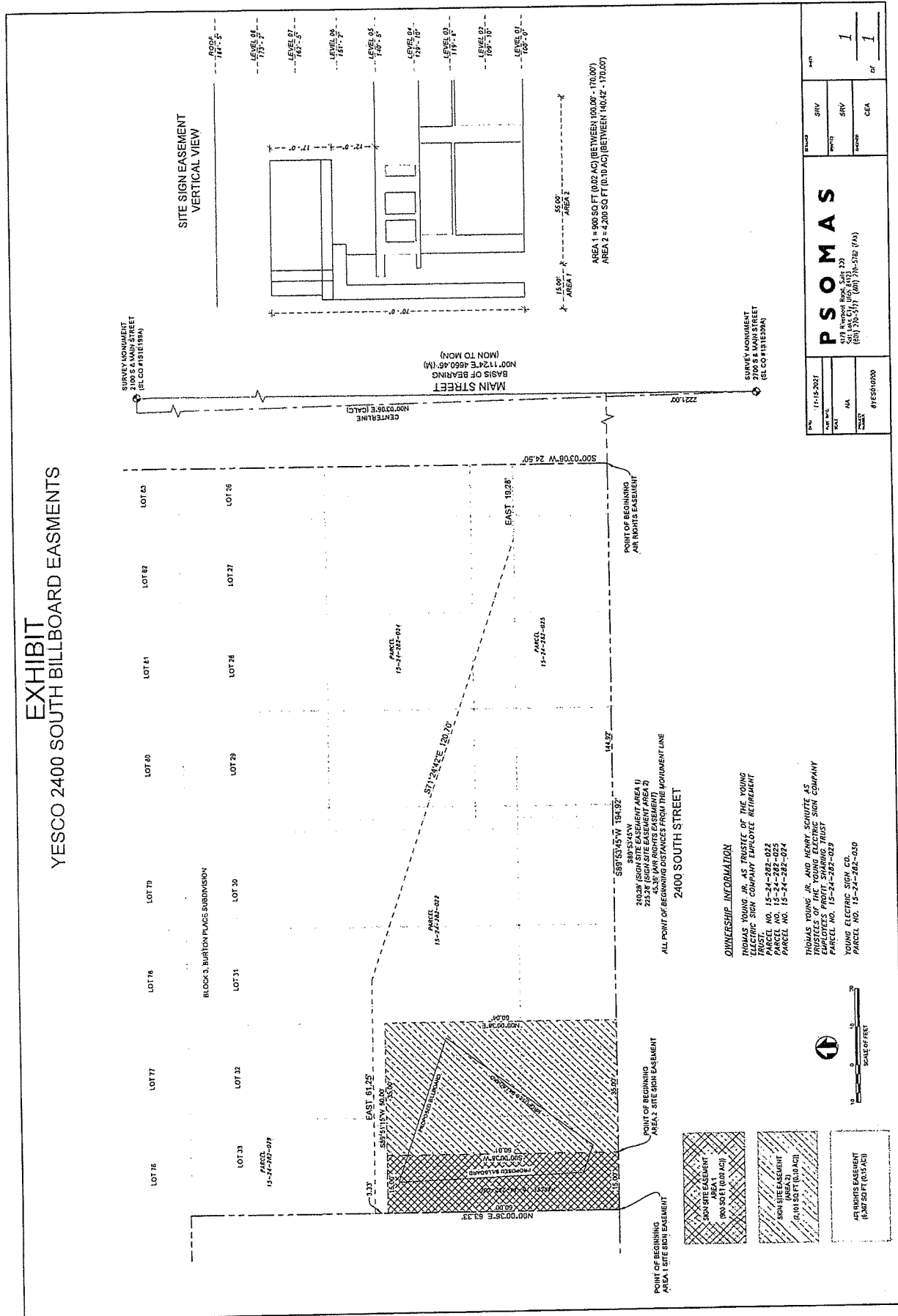
Air Rights Easement:

Beginning at a point at the intersection of the west Right-of-Way line of Main Street and the north Right-of-Way line of 2400 South Street,, said point also being 2221.00 feet North 00°11'24" East, along the monument line, and 45.36 feet South 89°53'45" West from the monument located in intersection of 2700 South and Main Street, thence along the said north right-of-way of 2400 South Street, South 89°53'45" West 144.92 feet; thence North 00°00'38" East 60.04 feet; thence South 89°51'15" West 50.00 feet; thence North 00°00'38" East 3.33 feet; thence East 61.25 feet; thence South 71°24'42" East 120.70 feet; thence East 19.28 feet to the said west Right-of-Way line of Main Street; thence, along said west Right-of-Way line, South 00°03'06" West 24.50 feet the Point of Beginning.

Contains 6,367 Sq. Ft. (0.15 Ac.)

Basis of Bearing being North 00°11'24" East along the monument line in Main Street at the intersections of 2700 South and 2100 South.

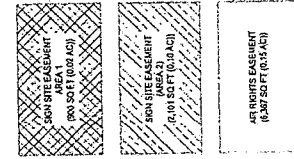
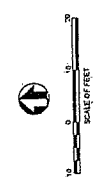
EXHIBIT YESCO 2400 SOUTH BILLBOARD EASMENTS



SITE SIGN EASEMENT
VERTICAL VIEW

OWNERSHIP INFORMATION
 THOMAS YOUNG, JR. AS TRUSTEE OF THE YOUNG ELECTRIC SIGN COMPANY EMPLOYEE RETIREMENT TRUST
 PARCEL NO. 15-24-282-022
 PARCEL NO. 15-24-282-023
 PARCEL NO. 15-24-282-024

THOMAS YOUNG, JR. AND HENRY SCHULTE AS TRUSTEES OF THE YOUNG ELECTRIC SIGN COMPANY EMPLOYEES PROFIT SHARING TRUST
 YOUNG ELECTRIC SIGN CO.
 PARCEL NO. 15-24-282-030



DATE	11-18-2021	NO.	1
BY	MA	REVISED	1
PROJECT	YESCO 2400 SOUTH BILLBOARD EASMENTS	DATE	11-18-2021
CLIENT	YESCO 2400 SOUTH BILLBOARD EASMENTS	SCALE	AS SHOWN
PROJECT NO.	YESCO 10200	DATE	11-18-2021

P S O M A S
 417 W. 10th Street, Suite 200
 Salt Lake City, UT 84111
 (801) 333-1111 (fax) (801) 333-1112 (cell)