

When Recorded, Mail to:  
F. McKay Winkel  
3651 N. 100 E. #125  
Provo, UT 84604

**COURTESY RECORDING**  
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## GRANT OF EASEMENTS

This Grant of Easements is made this 2nd day of February, 2011, by and between EB Partners, LC (as to parcel # 47:201:0005) and NJN Development Group (as to parcel #47:201:0007) (hereafter, "Grantor") and F. McKay Winkel ("Grantee"), to and for the benefit of Grantee, encumbering lands owned/retained by Grantor across which access is needed for the benefit of a pole sign (billboard) located on parcel 220530064.

By this Agreement, the Parties acknowledge their intent to record this Grant of Easements in the Office of the Utah County Recorder with priority over any subsequent grant of interest or conveyance in, on or over the encumbered land by Grantor to any other entity or individual, to thus provide actual notice of this easement grant to all interested parties, now or hereafter.

## RECITALS

- 1) Grantor has conveyed or will convey to Grantee certain real property and improvements thereon located in the East Bay area of Utah County, Utah, known as East bay RV Park, county tax parcels #47:201:0005 and #47:201:0007 (the "Property")
- 2) The Property conveyance will include rights to and ownership of a billboard-type pole sign ("the Sign") located on a separate and unrelated parcel, parcel #220530064. Said sign is anticipated by these parties to require routine access for maintenance, structural upgrades and repairs and regular advertiser sign changes. Access to and from said parcel is through public-owned real property.

NOW, THEREFORE, in consideration of these recitals and in further consideration of the purchase and sale of the Property, the undersigned acknowledge and agree to the following:

## AGREEMENT

### Easement for the Sign

1. **Grant of Easement for the Sign.** Grantor hereby grants to Grantee a perpetual easement, for purposes of maintaining, repairing, upgrading and changing advertisements thereon:

#### THE SIGN PROPERTY

Commencing at a point located South 89°48'25" West along the Section line 2051.78 feet from the Southeast corner of Section 19, Township 7 South, Range 3

East, Salt Lake Base and Meridian; thence South 89°48'25" West along said Section line 35.00 feet; thence North 00°11'35" West 20.00 feet; thence North 89°48'25" East 35.00 feet; thence South 00°11'35" East 20.00 feet to the point of beginning. Area = 700 sq. ft.

2.1 **Easement Purpose/Limitations.** This grant of easement shall be for the purpose of inspecting, repairing, maintaining and changing advertising as necessary, at the discretion of Grantee, elements of the pole (billboard) sign located thereon; and that no improvement or use of parcels encumbered by this easement will limit or interfere with Grantee's exercise of the rights hereby granted.

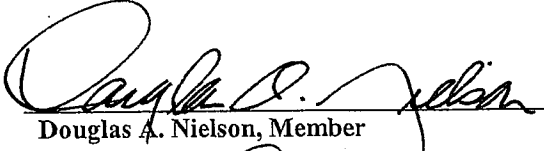
2.3 Neither Grantee nor its successors shall be required to provide advance oral or written notice of intent to enter and commence such work as is permitted within this easement. Grantor, and its successors shall be bound to give advance verbal notice of any interference anticipated due to construction, maintenance or other work affecting the easement property.

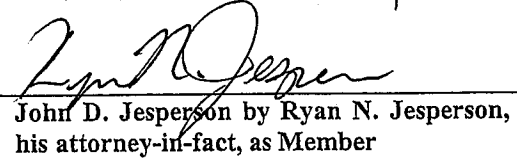
2.4 This instrument, and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto.

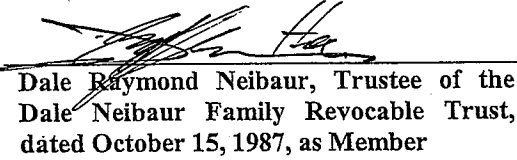
**SIGNATURE PAGE FOLLOWS**

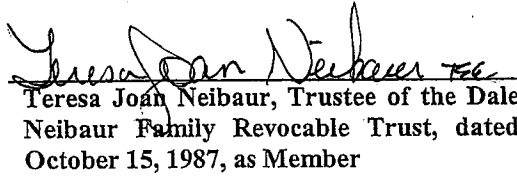
~~EB Partners, LC~~

E.B. Partners, L.C.

  
Douglas A. Nielson, Member

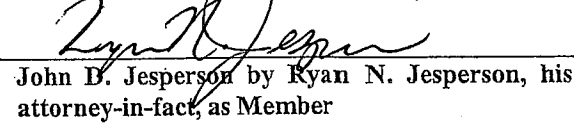
  
John D. Jespersen by Ryan N. Jespersen,  
his attorney-in-fact, as Member

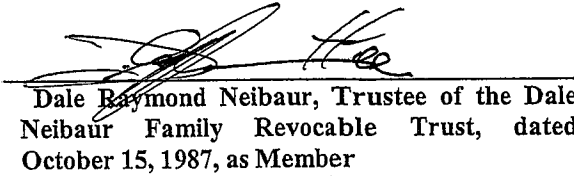
  
Dale Raymond Neibaur, Trustee of the  
Dale Neibaur Family Revocable Trust,  
dated October 15, 1987, as Member

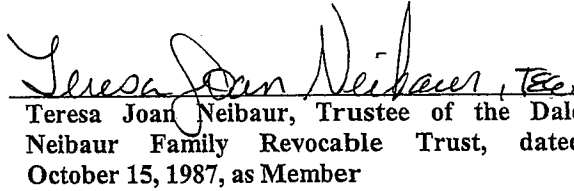
  
Teresa Joan Neibaur, Trustee of the Dale  
Neibaur Family Revocable Trust, dated  
October 15, 1987, as Member

NJN Development Group, L.C., a Utah limited  
liability company

  
Douglas A. Nielson, Member

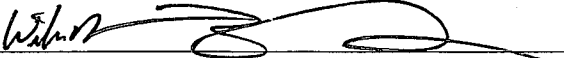
  
John D. Jespersen by Ryan N. Jespersen, his  
attorney-in-fact, as Member

  
Dale Raymond Neibaur, Trustee of the Dale  
Neibaur Family Revocable Trust, dated  
October 15, 1987, as Member

  
Teresa Joan Neibaur, Trustee of the Dale  
Neibaur Family Revocable Trust, dated  
October 15, 1987, as Member

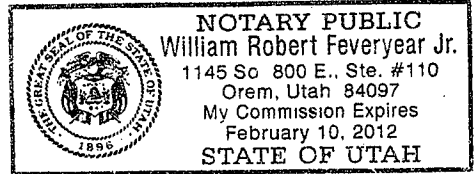
STATE OF Utah )  
 ) SS.  
County of Utah )

The foregoing instrument was acknowledged before me this 2nd day of February 20 11  
By Douglas A. Nielson, Ryan N. Jespersen, as attorney in fact for John D. Jespersen, Dale Raymond Neibaur, Trustee  
of the Dale Neibaur Family Revocable Trust, dated October 15, 1987, Teresa Joan Neibaur, Trustee of the Dale  
Neibaur Family Revocable Trust, dated October 15, 1987, all as the  
the Members of E.B. Partners, L.C.

  
NOTARY PUBLIC

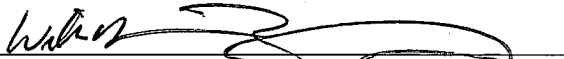
Commission Expires: February 10, 2012

Residing at: PG, UT



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