11117964 1/18/2011 3:05:00 PM \$16.00 Book - 9899 Pg - 334-337 Gary W. Ott Recorder, Salt Lake County, UT BACKMAN TITLE SERVICES BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, RETURN TO:

ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of January, 2011, by and between CITY OF SOUTH SALT LAKE REDEVELOPMENT AGENCY, whose address is 220 East Morris Avenue, 2nd Floor, South Salt Lake, Utah 84115 ("Landlord"); and R.O.A. GENERAL, INC., dba Reagan Outdoor Advertising, a Utah corporation, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116 ("Tenant").

RECITALS

- A. Landlord is the new owner of that certain real property described on Exhibit "A" attached hereto and by this reference incorporated herein.
- B. Tenant is the holder of a leasehold estate under a lease of Landlord's right in a portion of the real property described in Exhibit "A" (the "Demised Premises") pursuant to the terms of that certain lease agreement dated November 2, 2002, as amended by an Addendum to Lease Agreement, dated November 19, 2004, between Landlord's predecessor in title, and Tenant (the "Lease"). A Notice of Claim of Interest dated January 2, 2003 was recorded January 3, 2003 as Entry No. 8481531, Book 8715, Page 8573 ("Notice of Interest").
- C. Landlord and Tenant desire to establish and/or confirm certain rights, safeguards, obligations and priorities concerning their respective interests by means of the following Agreement.
- 1. Tenant hereby acknowledges that Landlord is the owner of the Demised Premises and is the successor landlord under the Lease. Tenant hereby attorns to Landlord as the landlord under the Lease to the same extent as if Landlord were the originally named landlord in the Lease. Landlord shall be bound to Tenant under all of the terms, covenants and conditions of the Lease and any extensions, renewals, replacements or modifications thereof.
- 2. Tenant shall make all future lease payments to Landlord at the address given in the opening paragraph of this Agreement, to the Attention of Finance Director.
- 3. This Agreement shall not be modified orally or in any other manner other than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.

*

- 4. This Agreement may be executed in several counterparts, and all counterparts, so executed, shall constitute one agreement, binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.
- 5. This Agreement shall be governed by and construed in accordance with the laws of the State-of-Utah.
- 6. Breach of this Agreement by any party shall obligate such party for all costs and expenses incurred by any non-breaching party in connection with or in any way arising out of such breach, including reasonable attorneys' fees and costs.
- 7. References to Landlord or Tenant shall include their respective heirs, successors or assigns; provided, however, that nothing herein shall be construed as a removal of any prohibition of or limitation on assignment, transfer, alienation, sale, mortgage or other disposition of rights, interests, remedies or estates imposed by other instruments or agreements applicable to any of the parties.

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

TENT	ANT:	
IHIN	O () .	
1 1017	mv.	

R.O.A. GENERAL, INC.,

a Utah corporation

Guy Larson Real Estate Manager

LANDLORD:

CITY OF SOUTH SALT LAKE REDEVELOPMENT

AGENCY

By MARE MOTE

	STATE OF UTAH)
1	COUNTY OF SALT LAKE	: ss.)
v	The foregoing instrur	nent was acknowledged before me this day of January, 2011, by
	Guy Larson, the Real Estate M	anager of R.O.A. GENERAL, INC.
ogen ere jennkunder		NOTARY PUBLIC Residing at Salt Lake County, Utah
	My Commission Expires:	
		CHERYL A. JENSON NOTARY PUBLIC - STATE OF UTAH 1002 E. MILL ST. BOUNTIFUL, UT 84010 My Comm. Exp. 12/05/2011
	STATE OF UTAH) : ss.
	COUNTY OF SALT LAKE)
	MIKE RUTTER	nent was acknowledged before me this 18 day of January, 2011, by the CHANR of EREDEVELOPMENT AGENCY.
		NOTARY PUBLIC
	My Commission Expires:	Residing at Salt Lake County, Utah
	My Commission Expacs.	
	2-21-14	TIMOTHY C. GRUBB Notary Public State of Utah My Commission Expires on: February 21, 2014

EXHIBIT A

Property Description

(TAX PARCEL NO. 16-19-102-001)

Beginning at the intersection of the East line of Main Street with the South line of 21st South Street at a point 38 feet West and 7 feet, more or less, South from the Northeast corner of Lot 26, Block 3, SOUTH BOULEVARD ADDITION; and running thence East along the South line of 21st South Street 54 feet to a point 16 feet East and 7 feet, more or less, South of the Northeast corner of said Lot 26, Block 3, SOUTH BOULEVARD ADDITION; thence South 234 feet; thence West 54 feet to the East line of Main Street; thence North along said East line of Main Street 234 feet to the point of beginning.

LESS AND EXCEPTING the following:

A parcel of land in fee for safety improvement known as Project No. 9999, being part of an entire tract of property, situate in Lots 25 and 26, Block 3, **SOUTH BOULEVARD ADDITION**, a subdivision of Lots 9 and 10, Block 40, Ten Acre Plat "A", Big Field Survey. The boundaries of said parcel of land are described as follows:

Beginning at the Northeast corner of said entire tract of land at a point 4.877 meters East (highway bearing North 89°50' 15" East) and 2.134 meters, more or less, (by deed but 1.856 meters by calculation) South (highway bears South 00°02'53" East) from the Northeast corner of said Lot 26; and running thence South (highway bearing South 00°02'53" East) 2.743 meters to a point which is 13.716 meters perpendicularly distant Southerly from the monument line of 2100 South Street of said project at Engineer Station 1+825.252; thence West (highway bearing North 89°51'05" West) 11.000 meters along a line parallel to said monument line; thence South 52°02'50" West (highway bearing South 52°11'11" West) 6.920 meters, more or less, to a point which is 12.192 meters perpendicularly distant Easterly from the monument line of Main Street of said project at Engineering Station 4+707.014; thence North (highway bearing North 00°03'06" East) 7.000 meters along the Easterly right of way line of Main Street to the Northwest corner of said entire tract; thence East (highway bearing South 89°51'05" East 16.458 meters to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.