

WHEN RECORDED MAIL TO:
Douglas T. Hall
REAGAN OUTDOOR ADVERTISING
1775 North, 900 West
Salt Lake City, Utah 84116

4989399
15 NOVEMBER 70 10:41 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
REC BY: SHARON WEST, DEPUTY

AMENDMENTS TO OUTDOOR ADVERTISING LEASE AGREEMENT

These Amendments are made and entered into by the undersigned SMITH'S FOOD AND DRUG CORPORATION, a Delaware Corporation ("Lessor") and REAGAN OUTDOOR ADVERTISING ("Lessee"). Both Lessor and Lessee acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

WHEREAS, a certain outdoor advertising lease agreement ("The Lease") was entered into between the Lessee and one Kenneth E. Evanson dated August 23, 1984, and recorded with the office of the Salt Lake County Recorder as Entry No. 3991689, at Book 5589, Page 1710, on September 12, 1984 (a true and correct copy of which is attached hereto as Exhibit "1"), and

WHEREAS, the Lessor is successor in interest to said Kenneth E. Evanson, and does agree with the subsequent amendment to The Lease by an agreement dated September 16, 1986 (a true and correct copy of which is attached hereto as Exhibit "2"), and

WHEREAS, both Lessor and Lessee desire to correct the metes and bounds description that identifies the location of Lessee's leasehold interest; therefore the Lessor and Lessee agree as follows:

The Lessee's leasehold interest in the property described in Exhibit "1" is hereby released and the Lessor agrees to lease to Lessee for the terms and under the conditions stated in Exhibit "1", and as amended in Exhibit "2", the property described as

A part of Block 5, 10-Acre Plat "A," Big Field Survey in Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 514.99 feet North 0°05'44" East along the East line of Lot 1 in said Block 5, and 29.00 feet South 89°54'14" West from the Southeast Corner of said Lot 1; said point of beginning being 62.00 feet perpendicularly distant Westerly from the Centerline of 900 East Street; and running thence North 0°05'44" East 10.00 feet; thence South 89°54'14" West 17.00 feet; thence South 0°05'44" West 10.00 feet; thence North 89°54'14" East 17.00 feet to the Point of Beginning.

Contains 170 Square Feet

INT 90002785

4989399

BK 6268 PG 0361

The terms and conditions of The Lease and the Amendment not modified or amended herein will remain unchanged and in full force and effect throughout the remaining term or terms.

DATED this 31st day of October, 1990.

SMITH'S FOOD AND DRUG CORPORATION
A Delaware Corporation

REAGAN OUTDOOR ADVERTISING

By: [Signature]
Its [Signature]

By: [Signature]
Its [Signature]

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 31st day of October, 1990, personally appeared before me PETER H. BARTH, who, being first duly sworn, did say that the foregoing instrument was signed in behalf of the Smith's Food and Drug Corporation by authority of its by-laws, and said corporation executed same.

My Commission Expires: 92
JO CHRISTENSEN
1550 So. Redwood Rd.
Salt Lake City, UT 84119

[Signature]
NOTARY PUBLIC
State of Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

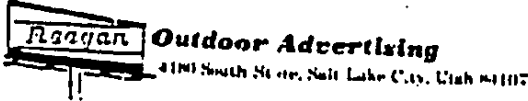
On the 3th day of ^{November} ~~October~~, 1990, personally appeared before me Jerry K. Reid, who, being first duly sworn, did say that the foregoing instrument was signed in behalf of Reagan Outdoor Advertising by authority of its by-laws, and said corporation executed same.

My Commission Expires:
NOTARY PUBLIC
Commission Expires July 1, 1992
D. J. [Signature]
1250 [Signature]
Layton, UT 84041

[Signature]
NOTARY PUBLIC
State of Utah

#902

3991689



Part 1
This agreement made and entered into by the undersigned lessor, the "Lessor" and by Reagan Outdoor Advertising, the "Lessee". Both lessor and lessee acknowledge the receipt and sufficiency of good and valuable consideration and agree as follows:

The lessor does hereby grant and convey to the lessee and its assigns and successors, the exclusive right to use the following described property for the purpose of erecting and maintaining thereon outdoor advertising structures including such necessary utility structures, connections, supports and appurtenances as may be desired by lessee for a term of one year commencing on or before 23 day of August 1954 at option of lessee, upon the following described land together with ingress and egress to and upon the same, located in the county of SALT LAKE State of Utah and more particularly described as follows: 4410 So. 900 East

Lessor does hereby warrant of title to the premises hereinafter described and throughout the term of this agreement.

Lessee shall pay lessor the amount of \$420.00 annually, payable monthly in advance semi-annually, however, prior to construction and obtaining permits by lessor the rental shall be Five Dollars.

This lease shall continue on the same terms and conditions for a like successive period; thereafter, this lease shall continue in full force on the same terms and conditions for a like successive period or periods, unless lessee delivers to lessor notice of termination, within ninety days of the end of said term.

It is further expressly agreed that lessor may terminate this lease by giving written notice and paying a penalty of one year's rent at any time within thirty days prior to the end of any twelve month period subsequent to the commencement date of this lease. Provided further, if the said space between obstructed so as to lessen the advertising value of any of lessor's signs erected on said premises, or if traffic is diverted or reduced, or if the use of any such signs is prevented or restricted by law, or if for any reason a building permit for erection or modification is refused this lease may, at the option of lessor, be terminated or the rent reduced to Five Dollars while said condition exists and in such event lessor shall refund pro rata any prepaid rental for the unexpired term. Lessor agrees that no such obstructing permits of the same as the same is within lessor's control will be permitted or allowed. Lessor authorized lessor to trim and cut whatever trees, bushes, brush as it deems necessary for unobstructed view of its advertising display.

All advertising signs placed upon the described premises are to remain the property of lessor and may be removed by lessor at any time. If lessor is prevented by law, or government or military order, or other cause beyond lessor's control, from illuminating its signs, the lessor may reduce the rental provided herein by one-half with such reduced rental to remain in effect as long as such condition continues to exist.

Lessor warrants the title of said leasehold for the term herein mentioned. In the event this lease is not renewed or cancelled, lessor agrees that he will not for a period of five years subsequent to the date of termination, release said premises to any other advertiser other than lessee for advertising purposes. In the event lessor shall decide during the term of this lease to sell the premises described herein, lessor shall give written notice to Reagan of the time and price offered by a third party. Reagan shall be entitled for thirty (30) days to acquire the premises on the terms and conditions in said notice. If Reagan does not exercise said right of purchase, the lessor shall not sell the premises on other terms for six (6) months. Thereafter, Reagan shall have the same right as to any subsequent offer to purchase. It is expressly understood that neither the lessor nor lessee is bound by any oral statements, representations, or agreements not printed or written in this lease.

This agreement shall inure to the benefit of and shall be binding upon the heirs, personal representatives, successors, and assigns of the parties herein.

Executed this 23 day of August 1954

REAGAN OUTDOOR ADVERTISING
[Signature]
Kenneth E. Erickson
4410 So 900 E
SLC Utah 84107
[Signature]
Kenneth E. Erickson

3991689-4710

-POOR COPY-
CO. RECORDER

BK 6268P60363

EXHIBIT 1

RAILS, NIXON
RECORDER
SALT LAKE COUNTY,
UTAH

SEP 12 11 16 AM '84
Reagan Outdoor
Advisory
RECU OF
Keyne Harper

Bill [unclear]
Keyne Harper

STATE OF UTAH
COUNTY OF Salt Lake

On the 23rd day of August 1984 personally

appeared before me Kenneth C. Emerson the signer of this
instrument, who duly acknowledged to me that he executed the same.

A. J. REAGAN
NOTARY
Commission Expires
SEP 12, 1985
SALT LAKE
COUNTY OF Salt Lake

[Signature]
Notary Public residing at [Address]

On the 12th day of September 1984 personally

appeared before me D. J. Logan who, being by me duly

sworn, did say that he is the Swire Vice Pres. of REAGAN OUTDOOR
ADVERTISING, that the foregoing instrument was signed in behalf of said corporation

by authority of its by-laws, and said [Signature]
acknowledged to me that said corporation executed the same

My Commission Expires: 4-4-85 Notary Public, [Address]

STATE OF UTAH
COUNTY OF..... } =

On the _____ day of _____ 19____ personally

appeared before me _____ who, being by me duly sworn, did say that

he is the _____ of _____
that the foregoing instrument was signed in behalf of said corporation by authority of its
by-laws, and said corporation executed the same

My Commission Expires: _____ Notary Public residing at _____

Reg. 353.43 FE N of SE Cor. Blk 5, Ten Ac
Piec A, Big Field Sur; W 200 Ft; N 57.18
Ft; E 200 Ft; S 57.18 Ft. co Reg. 0.26 Ac
M or L.

200-5589-111744

-POOR COPY-
CO. RECORDER

BK 6268PS 0364

LEASE AMENDMENT

The following shall serve to amend that certain Lease Agreement dated August 23, 1984 by and between REAGAN OUTDOOR ADVERTISING INC., as Lessee, and KENNETH R. EVANSON, as Lessor.

WHEREAS, it is agreed that the description of the subject property as set forth in the Lease Agreement shall be stricken and the new location shall be as outlined in red on the attached site plan designated as Exhibit "A".

WHEREAS, it is agreed that Lessee shall relocate the sign structure at their own expense. The term of the Lease shall be for ten (10) years commencing September 15, 1986 and terminating September 15, 1996. The rental amount to be paid from the date of this Agreement to September 15, 1996 shall be \$210 annually.

EXCEPT AS herein modified, the subject Lease Agreement will be unchanged and in full force and effect throughout the remaining term.

DATED this 16 day of September, 1986.

REAGAN OUTDOOR ADVERTISING INC.

By: 

SMITH'S FOOD KING PROPERTIES INC.

By: 

EXHIBIT 2

-POOR COPY-
CO. RECORDER

DK 6268PS 0365