

When recorded, return to:
Utah Department of Transportation, Right of Way, Fourth Floor
P. O. Box 148420, Salt Lake City, UT 84114-8420

F. 01024 UDK

Right of Occupancy

This Right of Occupancy Agreement ("Agreement") is entered into this 12th day of January, 2012 by and between the State of Utah, Utah Department of Transportation ("UDOT") and ROA General, Inc. dba Reagan Outdoor Advertising ("Sign Company").

RECITALS

Whereas, UDOT is currently in the process of obtaining rights-of-way for the S-0173 (16)5 ("Project") Pin 8523 parcel 88 in Salt Lake County , Utah; and

Whereas, some of the property owners whose properties are impacted by the Project have outdoor advertising leases and the property owners desire to voluntarily sell their properties to UDOT because of the Project; and

Whereas, there is an outdoor advertising sign located 4219 West 5415 South, Kearns, Utah, on property more particularly described on Exhibit "A" attached hereto (the "Property"). The Property is owned by Kearns Auto Center, Inc ("Property Owner"). The Sign Company has a lease on the Property pursuant to a Lease dated 12/30/2010 (the "Lease"). The Property will be acquired by UDOT from Property Owner in connection with the Project. UDOT confirms that if the Property is not voluntarily acquired, UDOT will condemn the Property because the Property is necessary for the construction of the Project; and

Whereas, Utah Code Ann. § 72-7-510(6)(a) allows a sign impacted by a widening, construction or reconstruction project to be relocated to another location and under subsection (7)(a) of the foregoing section, the governmental entity which causes the need for the relocation must pay the costs related to the relocation; and

Whereas, because of the Project and its impact on the Property and the impact to the Sign located on the property, UDOT has agreed to cooperate in the relocation of the Sign.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the parties agree as follows:

1. Occupancy. Sign Company authorizes UDOT and its contractors, including utility companies and its contractors, to enter upon, take possession of, and commence construction of its Project upon the leased area, a portion of which is to be located on the Property.

2. Relocation of Sign. Sign Company is currently in discussions with the Property Owner and other regulatory authorities regarding the relocation of the Sign. Due to a number of disputed issues, Sign Company and the Property Owner or other regulatory authorities may not ultimately reach a mutually satisfactory agreement. This Agreement does not assess or affect any of the disputed issues between Sign Company and the Property Owner or other regulatory authorities, nor does it limit Sign Company's rights under state law regarding the location, height or visibility of the replacement sign structure.

11316796
01/19/2012 02:04 PM #0-00
Book - 9984 Pg - 1653-1656
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE
746 WINCHESTER ST STE 100
SLC UT 84107
BY: CDC, DEPUTY - 01 4 P.

UDOT will pay relocation benefits based on bids obtained by Sign Company. However, Sign Company must provide final documentation of the eligible actual costs for the relocation of the sign structure in accordance with the Utah Outdoor Advertising Act, Utah Administrative Code R933-1 and 49 CFR 24. The final documentation must be provided to UDOT within thirty days from the relocation of the sign structure. If the bid amount is more than the eligible actual costs, the Sign Company must pay the difference to UDOT within thirty days from the date UDOT notifies the Sign Company. If the eligible actual costs are more than the bids, UDOT shall pay the Sign Company the difference within thirty days from receiving the complete documentation from the Sign Company. Sign Company agrees to have the existing sign removed from the property no later than 2/1/2012. If the sign is not removed by 2/1/2012, Sign Company understands that UDOT or its contractor will remove the sign, and the cost thereof will be deducted from Sign Company's relocation benefits.

Sign Company may be entitled also to just compensation or other rights and benefits afforded by Section 72-7-510 of the Utah Code Annotated or other provisions of Utah law. This Agreement does not address, assess, establish or affect Sign Company's rights thereunder, if any, nor Sign Company's rights to just compensation, if any. The parties also specifically acknowledge that if for any reason the Sign Company's sign structure cannot be relocated, then nothing in this Agreement shall affect Sign Company's rights to obtain just compensation from whatever regulatory authority Utah law requires to pay the same, including UDOT if such is appropriate pursuant to Utah law

3. Waiver. Sign Company hereby expressly waives any claim against the Property, Property Owner or UDOT and any claim against or interest in the compensation UDOT has paid or is paying the Property Owner for the Property..

4. Miscellaneous.

a. All of the rights and obligations of the parties under this Agreement shall bind and inure to the benefit of their respective successors, grantees and assigns.

b. This Agreement shall constitute the entire agreement and understanding of the Parties with respect to the subject matter hereof, and shall supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by an authorized representatives of each party.

c. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

d. The individuals executing this Agreement represent and warrant that they have the power and authority to do so.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

DATED this 12th day of January, 2012.

R.O.A. General, Inc.,
dba Reagan Outdoor Advertising

By: [Signature]
Its: President

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

This Right of Occupancy Agreement was acknowledged before me on this 12th day of January, 2012, by Dewey Reagan, the authorized representative of R.O.A. General, Inc. 2012 President

[Signature]
NOTARY PUBLIC



DATED this 12th day of January, 2012

State of Utah
Utah Department of Transportation

By: [Signature]
Its: _____

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

This Right of Occupancy Agreement was acknowledged before me on this 12th day of January, 2012, by James Oketch, the Deputy Director, Row of the State of Utah, Department of Transportation.



[Signature]
NOTARY PUBLIC

Exhibit A

Pin 8523 Parcel 88 / Kearns Auto Center, Inc
Project # S -0173 (16)5

Parcel 88

A parcel of land in fee for the widening of the existing highway State Route 173 known as Project No. S-0173(16)5, being part of an entire tract of property situate in the NW1/4NE1/4 and the NE1/4NE1/4 of Section 18, T.2S., R.1W., S.L.B.&M. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said entire tract in the southerly right of way line of the existing highway State Route 173 which corner is 147.10 feet N.89°59'04"W. along the section line and 139.80 feet S.00°05'30"W. and 1,134.75 feet N.89°54'30"W. from the Northeast Corner of said Section 18, said corner is also approximately 28.03 feet perpendicularly distant southerly from the control line of said project opposite engineer station 552+14.59; and running thence S.00°05'30"W. 21.97 feet along the easterly boundary line of said entire tract to a line parallel with and 50.00 feet perpendicularly distant southerly from said control line; thence N.89°55'23"W. 105.01 feet along said parallel line to a point opposite engineer station 551+09.57; thence S.45°05'03"W. 28.28 feet to a point in the easterly right of way line of the existing 4220 West Street which point is 30.00 feet perpendicularly distant easterly from the control line of 4220 West Street opposite engineer station 2+13.01; thence N.00°05'30"E. 21.99 feet along said easterly right of way line to a northwest corner of said entire tract and the beginning of a 20.00-foot radius curve to the right along the southerly right of way line of said existing highway; thence northeasterly along the arc of said curve 31.42 feet through a delta of 90°00'00" (Note: chord to said curve bears N.45°05'30"E. for a distance of 28.28 feet) to a northwest corner of said entire tract; thence S.89°54'30"E. 105.00 feet continuing along said southerly right of way line 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. The above described parcel of land contains 2,862 square feet or 0.066 acre in area, more or less.

Parcel 88:E

Beginning at a point in the easterly boundary line of said entire tract 147.10 feet N.89°59'04"W. along the section line and 139.80 feet S.00°05'30"W. and 1,134.75 feet N.89°54'30"W. and 21.97 feet S.00°05'30"W. from the Northeast Corner of said Section 18, said point is also approximately 50.00 feet perpendicularly distant southerly from the control line of said project opposite engineer station 552+14.58; and running thence S.00°05'30"W. 31.00 feet along said easterly boundary line; thence N.89°55'23"W. 114.00 feet along a line parallel with said control line; thence S.00°05'30"W. 72.01 feet along a line parallel with the control line of 4220 West Street to the southerly boundary line of said entire tract; thence N.89°54'30"W. 11.00 feet along said southerly boundary line to the southwest corner of said entire tract; thence N.00°05'30"E. 83.01 feet along the easterly right of way line of the existing 4220 West Street to a point 30.00 feet perpendicularly distant easterly from said control line opposite engineer station 2+13.01; thence N.45°05'03"E. 28.28 feet to a line parallel with and 50.00 feet perpendicularly distant southerly from the control line of said project at a point opposite engineer station 551+09.57; thence S.89°55'23"E. 105.01 feet along said parallel line to the point of beginning. The above described 4,467 square feet or 0.103 acre in area, more or less.

Tax Parcel No. 21-18-226-001