

BOOK 330
046960

RECORDED AT REC'D: *Ray*
1992 APR -9 PM 4:57

339

WHEN RECORDED MAIL TO: 339-352
FIRST SECURITY BANK OF UTAH, N.A. AB *Bk 3 W*
79 South Main Street, 11th Floor *City b&c*
Salt Lake City, Utah 84111 *Sub 2*
ATTN: Richard H. Pope *Bk 1-A W*

DONNA S. McKENNON
TOLEDO COUNTY RECORDER
DEPUTY *MW* FEE *\$32.50*

NOTICE!!
THIS DOCUMENT DOES NOT CREATE A LIEN ON THE FEE INTEREST IN THE LAND DESCRIBED ON EXHIBIT A. ASSIGNOR DOES NOT HEREBY GRANT ASSIGNEE ANY INTEREST IN THE LAND GREATER THAN THE EXISTING LEASEHOLD INTEREST FOR AN OUTDOOR ADVERTISING SIGN LOCATION HELD BY ASSIGNOR

COLLATERAL ASSIGNMENT OF LEASES AND LICENSES
(and Fixture Filing)

THIS COLLATERAL ASSIGNMENT OF LEASES (and Fixture Filing) (the "Assignment") is made this 31st day of March, 1992, by R.O.A. GENERAL, INC., a Utah corporation, whose address is 1775 North 900 West, Salt Lake City, Utah 84116 (doing business in its own name and as Reagan Outdoor Advertising, Inc., Reagan Outdoor Advertising, The Reagan Outdoor Advertising Co., Reagan National Advertising, Inc., Reagan National Advertising, and as successor in interest to Galaxy Outdoor Advertising, Inc. (aka Galaxy Outdoor Advertising), Galaxy Sign Co., Inc., The Harry H. Packer Company, Preston W. Parkinson dba Parkinson Advertising Company, Screen Craft Outdoor Advertising, Inc. (aka Screen Craft Advertising, Inc.), a Utah corporation, and Snarr Advertising, Inc., an Idaho corporation) (collectively the "Assignor"); in favor of FIRST SECURITY BANK OF UTAH, N.A., a national banking association, whose address is 79 South Main Street, 11th Floor, Salt Lake City, Utah 84111 ("Assignee").

FOR VALUABLE CONSIDERATION, including but not limited to the credit accommodations hereinafter recited, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, conveys, warrants and assigns to Assignee all of Assignor's right, title and interest, whether now owned or hereafter acquired at law or in equity, in and to any and all of the following (all of which is hereinafter referred to collectively as the "Assigned Property"): each and every lease or other rental or occupancy agreement, easement, license, right-of-way, occupancy agreements, option and other instrument or contract (now existing or hereafter arising and whether or not specifically described in the attached EXHIBIT A) pertaining to any of the real property described in EXHIBIT A attached hereto and incorporated herein by reference, and entered into by Assignor (or Assignor's predecessor(s) in interest), for the use of all or any portion of the real property described in the attached EXHIBIT A, whether as lessee, grantee, licensee, or otherwise (and all estates, rights and interests created thereby) (collectively, the "Leases"); all subleases or leases or other agreements under which Assignor (or Assignor's predecessor in interest) permits another party to occupy or use said real property or the equipment, signs or other assets located thereon, whether now existing or hereafter arising, and entered into by Assignor (or Assignor's predecessor(s) in interest), as lessor, and various other parties as lessees, and all rights and interests of Assignor thereunder, including but not limited to, all cash and security deposits, prepaid rentals, and deposits or payments of similar nature; all fixtures, attachments and other property now or hereafter attached to said real property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Assignment; all tangible personal property now owned or hereafter acquired by Assignor and now or hereafter located on said property and used in connection with the operation and maintenance of said property, including but not limited to: all machinery, tools, equipment, signs, furnishings, appliances, brackets, sign faces, structures, posters, panels, billboards, advertising displays, painted bulletins, poster panels, spare parts, and lighting and illumination equipment and fixtures and wiring; all awards made for the taking by eminent domain, or any proceeds from any purchase in lieu thereof; all rents, issues, profits, royalties, income and other benefits derived from any of the foregoing property; and all other tenements, hereditaments, reversions, remainders, attachments, and appurtenances of any kind now owned or hereafter acquired by Assignor in connection with or relating to any of the foregoing; all accounts, chattel paper, general intangibles and instruments now or hereafter arising from or in connection with any of the foregoing; all federal, state, local and other governmental permits, licenses (including sign and advertising licenses), consents, grants, authorizations and bonds related to any of the foregoing; and all proceeds of any of the foregoing; and by this document Assignor hereby grants to Assignee a security interest in any of the foregoing which is deemed to be personal property or fixtures and also in all proceeds thereof, including insurance proceeds, and all funds and deposits (and accounts, excluding trust accounts) with Assignee (pledging the same), all in accordance with the Utah Uniform Commercial Code and other applicable law.

FOR THE PURPOSE OF SECURING: (i) The repayment of any and all indebtedness now or hereafter owed by Assignor to Assignee together with interest thereon and together with any and all modifications, extensions and renewals thereof; (ii) payment of all sums advanced by Assignee for the preservation of its liens and security interests in the Assigned Property, with interest thereon; (iii) performance of all of Assignor's covenants and agreements as contained in: (A) this Assignment, (B) that certain Modified and Restated Credit Agreement dated March 31, 1992, among Assignor, William K. Reagan ("WKR"), Reagan National Advertising of Austin, Inc. ("RNAA") and Assignee, together with any and all modifications, extensions and renewals thereof (the "Credit Agreement"), (C) the repayment and performance of any and all of the six Notes (as defined in the Credit Agreement) evidencing the six Loans (as defined in the Credit Agreement) payable by Assignor, WKR and RNAA, as well as all other Obligations (as such term is defined in the Credit

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Agreement) along with all other documents constituting a part of the "Loan Documentation" as that term is defined in the Credit Agreement, together with any and all modifications, extensions and renewals of any of the foregoing; and (D) any other loan documents executed by Assignor from time to time reciting that they are secured by this Assignment.

This Assignment, the aforescribed Credit Agreement, and any other notes and documents given in connection with, as evidence of or to further secure the payment and performance of any obligations secured hereby may be hereinafter collectively referred to as the "Loan Documents."

Assignor warrants and represents to Assignee that it has the capacity and authority to make the foregoing grant, transfer, assignment and pledge and that the right, title and interest of Assignor so granted, transferred, assigned and pledged is free of any claim, right, encumbrance or interest, except as shown of record or disclosed in the Credit Agreement or disclosed in writing to Assignee.

As part of the consideration for the indebtedness evidenced by the Loan Documents, Assignor hereby assigns and transfers to Assignee all of Assignor's rights to the rents and revenues of the Assigned Property; and hereby gives to and confers upon Assignee the right, power and authority after the occurrence of an Event of Default (as defined in the Credit Agreement) to collect such rents, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Assigned Property, regardless of to whom the rents and revenues of the Assigned Property are payable. Prior to the occurrence of an Event of Default (as defined in the Credit Agreement), Assignor shall collect and receive all rents and revenues of the Assigned Property without limitation except as otherwise set forth in the Credit Agreement. Upon delivery of written notice by Assignee to Assignor of the occurrence of an Event of Default (as defined in the Credit Agreement) and without the necessity of Assignee entering upon the taking and maintaining full control of the Assigned Property in person, by agent or by a court-appointed receiver, Assignee shall immediately be entitled to possession of all rents and revenues of the Assigned Property as specified in this paragraph as the same become due and payable, including but not limited to rents then due and unpaid, and all such rents shall immediately, upon delivery of such notice, be held by Assignor as trustee for the benefit of Assignee only. Assignor agrees that commencing upon delivery of such written notice to Assignor of the occurrence of an Event of Default (as defined in the Credit Agreement), each tenant of the Assigned Property shall make such rents payable to and pay such rents to Assignee or Assignee's agents on Assignee's written demand to each tenant therefor, delivered to each tenant personally or by mail without any liability or responsibility on the part of said tenant to inquire further as to the existence of a default by Assignor. Assignor agrees to cooperate with Assignee in notifying all of such tenants, by providing Assignee current lists of the names and addresses of such tenants, by joining in written notices to such tenants and by taking other actions reasonably requested by Assignee.

This Assignment is intended to be an assignment, security agreement and pledge pursuant to the Utah Uniform Commercial Code and other applicable law for any of the items specified above as part of the Assigned Property which, under applicable law, may be subject to an assignment, security interest or pledge pursuant to the Utah Uniform Commercial Code or such other applicable law. Assignor agrees that Assignee may file this Assignment, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement.

This Assignment shall also act as a precautionary fixture filing to the extent any of the Assigned Property constitutes fixtures. Some of the Assigned Property may or may not become fixtures related to the real estate described herein, and this Assignment is to be recorded in the real estate records. Assignor owns a leasehold interest in the real property covered by this Assignment; however, the fee interest in the real property is owned by the respective lessors or other parties noted in EXHIBIT A with respect to each parcel of real property.

After an Event of Default (as defined in the Credit Agreement) has occurred, then, without obligation so to do, Assignee, in its own discretion, without releasing Assignor from any obligation, may make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof or otherwise fulfill the said obligations of Assignor. In connection therewith (without limiting their general powers), Assignee shall have and is hereby given the right, but shall not be obligated, (i) to enter upon and take possession of the Assigned Property; (ii) to make additions, alterations, repairs and improvements to the Assigned Property which it may consider necessary or proper to keep the Assigned Property in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Assignee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the Assignee's judgment may affect or appears to affect the security of this Assignment, be prior or superior hereto, or which in the sole judgment of Assignee, would create an advantage or advance the interests of Assignee in any way; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Assignor shall, immediately upon demand therefor by Assignee, pay all costs and expenses incurred by Assignee in connection with the exercise by Assignee of the foregoing rights,

appraisals, surveys and attorneys' fees. The obligation to pay such costs and expenses shall be secured hereby, shall be immediately due and payable and shall be subject to the default rate and other charges specified in the Credit Agreement.

Since all or a portion of the Assigned Property is comprised of interests of the Assignor in and to leasehold estates under the Leases, the following provisions shall apply:

(a) Operation as Assignment. Assignor agrees that this Assignment shall be deemed to be and shall operate as an assignment for collateral purposes of all of the right, title and interest of the Assignor in and to the Leases, including any and all rights in and to the leasehold estates and other rights subject thereof. This Assignment shall be for security purposes and is made for the purpose of allowing the Assignee to exercise all of the rights of the Assignor under the Leases to more fully maximize and perfect the interests of the Assignee in the Assigned Property. After the occurrence of an Event of Default (as defined in the Credit Agreement), this Assignment shall operate to transfer to Assignee immediate right to possession and right to deal directly with the lessors and other parties under the Leases and exercise any and all other rights of the Assignor under the Leases.

(b) Preservation of Leases. Assignor shall take all actions and do all things as are required under the terms of the Leases, to observe, protect and preserve the leasehold estates and other rights granted thereby. Assignor shall take no actions which shall result in or have the effect of, in any material way, releasing, derogating or otherwise adversely impacting the leasehold estates or any other rights arising under the Leases. Assignor shall promptly pay any and all rents and other charges under the Leases and shall otherwise act in strict compliance with the terms thereof.

(c) Further Assurances - Notices and Information. Assignor shall take all such other actions and obtain or execute such other papers, documents and instruments as shall be, in the reasonable judgment of the Assignee or its legal counsel, necessary to protect, perfect and preserve the rights of Assignee in and to the leasehold estates and the Leases. In accordance with Section 4.1(g) of the Credit Agreement, Assignor shall use its best efforts to obtain consents from the lessors under the Leases identified in such Section 4.1(g). Upon request, Assignor shall also keep the Assignee fully informed of all matters related to the Leases and the leasehold estates, supplying copies of all relevant and material correspondence, information and notices from the lessors and other parties to Assignor.

(d) Assignor Authorization. Assignor authorizes Assignee to take all such actions with respect to the Leases and the subject leasehold estates and other rights, as shall be deemed necessary and reasonable for the preservation of the same.

(e) Sublessees. Assignor shall provide, at the request of the Assignee, current lists of sublessees, licensees and other parties having rights from Assignor with respect to any of the Assigned Property in such form and containing such information as shall be acceptable to Assignee.

Any sums expended by Assignee or liabilities incurred hereunder in the exercise of any right, interest or remedy provided by this Assignment, shall be deemed to be additional principal obligations of the Assignor, payable immediately upon expenditure by Assignee or incurrence of liability therefor and shall be subject to the accrual of interest at the default rate set forth in the Credit Agreement. Failure to make immediate payment shall, after notice and a continued failure to pay after such notice, constitute a default hereunder. Further, all such obligations are secured hereby.

The occurrence of an Event of Default under the Credit Agreement shall constitute an event of default hereunder and shall entitle Assignee to exercise all remedies hereunder, under the Loan Documents or otherwise available at law or in equity. In the event Assignee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before or concurrently herewith or after a sale is made hereunder.

Any forbearance by Assignee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of, or preclude the exercise of any such right or remedy. All remedies provided in this Assignment are distinct and cumulative to any other right or remedy under this Assignment or afforded by law or equity, and may be exercised concurrently, independently or successively. Any entering upon and taking and maintaining of control of the Assigned Property by Assignee or the receiver and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Assignee under applicable law or provided herein.

The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Assignee and Assignor. This Assignment may not be modified except by a written modification and/or extension agreement duly executed by Assignor and Assignee.

This Assignment shall be governed by and construed in accordance with Utah law, except with respect to issues concerning the title to property located in other states and the creation, perfection, priority

and enforcement of security interests and liens on such property, which will be governed by the laws of the state in which such property is located. To the extent that any of the provisions of this Assignment may be found to be invalid, such provision shall be deemed separable and shall not invalidate the remainder of its provisions.

To the extent that any of the provisions of this Assignment may be found to be invalid, such provision shall be deemed separable and shall not invalidate the remainder of its provisions.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

R.O.A. GENERAL, INC., a Utah corporation (doing business in the various names and as successor in interest to the various persons and entities recited above)

William K. Reagan, President

William K. Reagan, President

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of April, 1992, by William K. Reagan, ~~as President~~, of R.O.A. GENERAL, INC., a Utah corporation (doing business in the various names and as successor in interest to various persons and entities recited in the foregoing instrument).



JAN PETERSON
79 South Main
Salt Lake City, Utah 84111
My Commission Expires
October 8, 1993
State of Utah

My Commission Expires: October 8, 1993

Jan Peterson

Notary Public
Residing at: Salt Lake County, Utah

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 229

LEASE AGREEMENT, DATED February 1, 1991, BETWEEN Gus P. Karabats
AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE,
COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY
(street address) 105 North Broadway, Tooele, Utah

AND LEGALLY DESCRIBED AS:

| | | | | |
|---------------------------------|-------------|------------|-------------|------|
| 02-105-0-0024 | 0028805 | 01 | 02-17-89 | 001 |
| SERIAL NUMBER | ACCOUNT | DIST | DATE | PAGE |
| LOT: <u> </u> | BLOCK: 140 | PLAT: C00 | SUBDIV: TCS | |
| SEC: 27 | TWN: 3.0 S | RNG: 4.0 W | PLAT B/P: | |
| OWNER: KARABATS GUS P & MARY JT | | | | |
| C/O: | | ACRES: | .15 | |
| ADD-1: 147 NORTH 3RD STREET | | OWNSHP: 01 | | |
| ADD-2: | | | | |
| CITY: TOOELE | STATE: UTAH | ZIP: 84074 | | |

-
- 1. LOT 12, BLK 140, PLAT C TCS ALSO LOT 11 ✓
 - 2.
 - 3.
 - 4.
 - 5.
 - 6.
 - 7.
 - 8.
 - 9.
 - 10.
 - 11.
 - 12.

ENTRY: 0024388 B/P: 0282 0510 REC YEAR: 89 CHANGES: N

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343

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. R368

LEASE AGREEMENT, DATED September 1, 1977, BETWEEN F.B. McFarland
AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE,
COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY
(street address) 915 North Main, Tooele, Utah

AND LEGALLY DESCRIBED AS:

| | | | |
|---|--------------------|---|-------------|
| ACCT. # 0038267 | SER. # T-1963-2 | DIST. 2-4-10 | DIST. 01 |
| SERIAL NO. T-1963-2 | | McFarland & Hullinger 915 North Main ^{Utah} 2. limited Partnership Tooele, Utah | |
| ENTRY NO. | | | |
| 21 | 3S | 4W | |
| Sec. _____ | Tp. _____ | R. _____ | |
| <p>Beg. at a point 1054 ft. North & 770.88 ft. East of SW corner of NE$\frac{1}{4}$ of Sec. 21. thence North 200 ft; East 383.16 ft; to West line of Main Street; thence South 365 ft; thence West 333.96 ft; th North 165 ft; th West 49.5 ft; to the point of beg.</p> <p>together with R/W : Beg. at a point 1054 ft. North and 770.88 ft East of SW corner of NE$\frac{1}{4}$ of Sec. 1, South 1054 ft; East 49.5 ft; North 1054 ft; thence West 49.5 ft. to the beg.</p> | | | ACRES |

139/499
139/502

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. R 416

LEASE AGREEMENT, DATED March 13, 1979, BETWEEN Clyde R. Gibson AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE, COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY (street address) Gibson Tire Shop - Parking Lot, Tooele, Utah

AND LEGALLY DESCRIBED AS:

Beginning 11 5.00 feet East and 353.5 feet North of the Southwest corner of the Notrtheast quarter of Section 21, Township 3 South, Ragne 4 West, Salt Lake Base and Meridian, Tooele County, State of Utah, running thence West 213.5 feet; thence North 290.00 feet; thence East 230.9 feet, more or less to the West line of State Highway; thence South 290.00 feet along the West line of said Highway to a point East of the Point of Beginning; thence West 12.00 feet to the point of beginning.

0038259 T-1963-1

| | |
|---|---|
| SERIAL NO. <u>T-1963-1</u> <u>2-4-24</u> | Clyde Rulon Gibson & Vona Ve Gibson, JT 725 North Main - Tooele, Ut. 84074 LeGrand O. Jones & Margaret H. Jones, joint tenants |
| ENTRY NO. _____ | |
| Sec. <u>21</u> Tp. <u>3S</u> R. <u>4W</u> | |

| | |
|---|--------------------|
| Beginning 1155.00 feet East and 353.5 feet North of the SW cor. of NE $\frac{1}{4}$ of Section 21, 3S, 4W, West 213.5 feet; North 290 feet; East 230.9 feet; to State Highway; S 290 feet to a point East of point of beginning; thence West 12.00 feet to beg. | ACRES 1.5192 ac |
|---|--------------------|

Book 21, page 69 195-643

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Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 428

LEASE AGREEMENT, DATED April 16, 1979, BETWEEN Mrs. Erb M. Johnson
AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE,
COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY
(street address) 1140 North Main, Tooele, Utah

AND LEGALLY DESCRIBED AS:

| | | |
|--|---|-----------|
| <u>171829</u> | | <u>81</u> |
| SERIAL NO. <u>T-1008-A-21</u> <u>8-46-21</u> | Johnson Land Dev. & Inv. Co. Box 7, Tooele Ut. 84074 | |
| ENTRY NO. <u>Flinders</u> | | |
| Lot <u>21</u> Blk. _____ Plat. _____ | | |
| Lot 21, Flinders Industrial Park ✓ | Acres | |
| | | 0.61 |
| Kelly Co. #14440 | 179-775-777 | |
| Lot 22, Flinders Industrial Park, Tooele | Acres | |
| | | 0.61 |
| Lot 23, Flinders Industrial Park, Tooele Less 0.013 acres To Utah Department of Transportation. | Acres | |
| | | .51 |

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346

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 446

LEASE AGREEMENT, DATED January 21, 1987, BETWEEN White Mobile Home Park - C.H. White AS LESSOR, AND Assignee, (or its prodecessors in interest) AS LESSEE, COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY (street address) 1100 West 1st South, Tooele, Ut AND LEGALLY DESCRIBED AS:

| | | | | |
|----------------------------|-------------|------------|---------------------|------|
| 02-009-0-0013 | 0051054 | 20 | 05-12-89 | 001 |
| SERIAL NUMBER | ACCOUNT | DIST | DATE | PAGE |
| LOT: | BLOCK: | PLAT: | SUBDIV: TOOELE CITY | |
| SEC: 29 | TWN: 3.0 S | RNG: 4.0 W | PLAT B/P: 2 9 | |
| OWNER: WHITE CHARLES H. | | | | |
| C/O: | | | | |
| ADD-1: 1090 WEST 1ST NORTH | | | ACRES: 1.92 | |
| ADD-2: | | | OWNSHP: 01 | |
| CITY: TOOELE | STATE: UTAH | ZIP: 84074 | | |

1. A PARCEL OF LAND IN N 1/2 NW 1/4 SEC 20,
2. T3S, R4W, AS FOLLOWS: REG INT N R/W LN
3. 1ST NORTH ST, TC, & SWLY LN HWY KNOWN AS
4. DA-WI PROJECT #15 WHICH IS APPROX 1300
5. FT E & APPROX 655 FT, S FR NW COR SEC 20
6. , W 410 FT M/L TO NELY R/W LN OLD STATE
7. HWY, N 35-, W 495 FT M/L ALG NELY R/W LN
8. U P RR, TH NELY 65 FT M/L ALG RR R/W
9. LN TO SWLY R/W LN PROJECT, TH SELY 808 F
10. T M/L ALG SWLY R/W LN TO REG, CONT 1.92
11. AC M/L
- 12.

B/P: 0225 0238 REC YEAR: 89 CHANGES: D

5 of 10 ³⁴⁷

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 447

LEASE AGREEMENT, DATED October 28, 1986, BETWEEN Garth M. Stewart AS LESSOR, AND Assignee, (or its predecessors in interest) AS LESSEE, COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY: (street address) 685 State Highway - (Western Motel), Wendover, Utah AND LEGALLY DESCRIBED AS:

| | | |
|---|--|-------------|
| <i>C:149361</i> | | <i>83.0</i> |
| SERIAL NO. <u>1-269-12</u> | Garth Stewart & Donna Stewart Box 99, Wendover, Ut. 84083 | |
| ENTRY NO. _____ | | |
| Sec. <u>17</u> Tp. <u>1S</u> R. <u>19 W</u> | | |

PARCEL 11: Beginning at the northeasterly corner of that certain 6.599 acre parcel of land conveyed by Standard Realty and Development Company to Western Service Station Inc., as recorded April 28, 1960 in Book 20 of Official Records County of Tooele, at pages 48-50 inclusive; thence from said point of beginning South 79°25'52" West along the northerly line of said 6.599 acre parcel of land 613.14 feet to the northwesterly corner thereof; thence North 15°56'00" West along the northwesterly production of the westerly line of said 6.599 acre parcel 20.05 feet to a point on the southerly line of the parcel of land quit claimed by Standard Realty and Development Company to the State Road Commission of Utah, as recorded May 1, 1973 in Book 119 of Official Records, County of Tooele, pages 541 and 542; thence Northeasterly along the Southerly line of said parcel of land quit claimed to the State Road Commission of Utah the following two courses and distances: along the arc of a 7,113.06 foot radius curve the center of said curve bears North 25°03'34" West) thru a central angle of 00°17'10" an arc distance of 35.48 feet; thence tangent to said curve North 64°39'16" East 619.18 feet to a point which bears North 5°03'00" West 187.73 feet from the Northeasterly corner of said 6.599 acre parcel of land; thence South 5°03'00" East 187.73 feet to the point of beginning.

ACRES
1.8133
revised
5-2-80
~~2.33ac~~

Being situate in Section 17, Township 1 South, Range 19 West, Salt Lake Base and Meridian.
 Kelly Co. #14440 205-614-615

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 509

LEASE AGREEMENT, DATED July 10, 1991, BETWEEN Dale R. Roberts
 AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE,
 COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY
 (street address) 36 North Main, Corner of Highway, Tooele, Utah
 AND LEGALLY DESCRIBED AS:

| SERIAL NUMBER | ACCOUNT | DIST | DATE | PAGE |
|---|---|-------------|------------|------|
| 02-004-0-0009 | 0038143 | 1R | 06-09-99 | 001 |
| LOT: ----- BLOCK: | PLAT: | SUBDIV: TCS | | |
| SEC: 21 | TWN: 3.0 S | RNG: 4.0 W | PLAT B/P: | |
| OWNER: ROBERTS DALE REX, FRANCES CLEO | | | | |
| XXXX | RALPH ROBERTS 1/3, EVERETT ROBERTS 1/3 | | ACRES: | 4.15 |
| ADD-1: TRUSTEES OF ROBERTS FMLY TRUST | | | OWNSHP: | 01 |
| ADD-2: 1801 OAKRIDGE DR (1/3 INT) | | | | |
| CITY: SALT LAKE CITY | | STATE: UTAH | ZIP: 84106 | |
| 1. | REG 2438.7 FT N & 1155 FT E OF THE SW CO | | | |
| 2. | R OF THE NE 1/4 SEC 21, T3S, R4W, SLB&M, | | | |
| 3. | ON THE W LI OF HWY U-36 & S BDRY OF T C ✓ | | | |
| 4. | O. PPTY RUN TH S ALG THE W LI OF SD HWY | | | |
| 5. | 603.7 FT, TH W 300 FT, TH N 503.7 FT, TH | | | |
| 6. | E 300 FT TO THE POB. | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| ENTRY: 0026655 B/P: 0287 0188 REC YEAR: 89 CHANGES: N | | | | |

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 874

LEASE AGREEMENT, DATED October 31, 1983, BETWEEN A. Richard Dixon (Dixon Rentals) AS LESSOR, AND Assignee, (or its prodecessors in interest) AS LESSEE, COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY (street address) Adj to South side of I-80 Rear of 575 State AND LEGALLY DESCRIBED AS:

PLPL

Tooele County Parcel Management System I.M.S.
Parcel Legal Description

Serial Number 01-269-0-0005

Account 0149338

Legal Description

BEG N 73 36' E 25 FT FR NE CDR BLK 23, W
ENDOVER PLAT A, N 16 24' W 25.45 FT, N 7
4 05' E 144.14 FT, N 15 56' W 77 FT, S 7
4 05' W 87.62 FT, N 15 56' W 150.22 FT
TO SELY LI I-80, TH CRV LEFT RAD 7,113.0
6 FT ARC DIST 118.314 FT, S 15 56' E 270
.05 FT TO N LI BLK 22, S 74 05' W 119.73
FT, S 73 36' W 53.57 FT TO BEG, IN SEC
17, T1S, R19W, SLB&M, CONT .576 AC

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 981

LEASE AGREEMENT, DATED December 1, 1987, BETWEEN Khosrow B. Semnani AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE, COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY (street address) _____

AND LEGALLY DESCRIBED AS:

SW 1/4 of the NW 1/4 of Section 17 T1S, R 19 W - No more than 50' North of the I-80 Freeway right-of-way

| | | | | |
|---------------------------------------|-------------|-------------|------------------|------|
| 01-269-0-0017 | 2007484 | 03 | 09-20-88 | 001 |
| SERIAL NUMBER | ACCOUNT | DIST | DATE | PAGE |
| LOT: | BLOCK: | PLAT: | SUBDIV: WENDOVER | |
| SEC: 17 | TWN: 1.0 S | RNG: 19.0 W | PLAT R/P: 1 | 269 |
| OWNER: SEMNANI KHOSROW B DBA S K HART | | | | |
| C/O: | | | ACRES: 150.12 | |
| ADD-1: 175 SOUTH WEST TEMPLE | | | OWNSHP: | |
| ADD-2: SUITE 500 | | | | |
| CITY: SALT LAKE CITY | STATE: UTAH | ZIP: 84101 | | |

1. NW 1/4, S1/2 SE1/4 NE1/4 NE1/4, SE1/4 SW
2. 1/4 NE1/4 NE1/4, S1/2 SW1/4 SW1/4 NE1/4
3. NE1/4, SEC 17, T1S R19W SLB&M (LESS) .26 ✓
4. AC TO OTTO DEAN FRANSEN ET UX, LESS I-
5. 80 (18.37 acres)
- 6.
- 7.
- 8.
- 9.
- 10.
11. *Printed this card to reflect acreage change*
- 12.

B/P: 0257 0844 REC YEAR: 88 CHANGES MADE TO D L FILES

Tooele COUNTY

STATE OF UTAH

ROA LEASE NO. 982

LEASE AGREEMENT, DATED December 1, 1987, BETWEEN Khosrow B. Semnani AS LESSOR, AND Reagan Outdoor Advertising, Inc. AS LESSEE, COVERING THE REAL PROPERTY LOCATED AT APPROXIMATELY (street address) _____

AND LEGALLY DESCRIBED AS:

SW 1/4 of the NW 1/4 of Section 17 T1S, R 19 W - No more than 50' North of the I-80

| | | | | |
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1. NW 1/4, S1/2 SE1/4 NE1/4 NE1/4, SE1/4 SW
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