

12  
2P

# Saunders

OUTDOOR ADVERTISING INC.  
NW. 28-4N-1W  
11-061-0071

RETURNED  
MAY 19 2003

3133 Lincoln Avenue  
P.O. Box 708  
Ogden, Utah 84402-0708  
(801) 621-2350

## LEASE AGREEMENT

The undersigned (hereinafter referred to as "Lessor") in possession or control of the premises described below and having full right and authority in said premises, hereby grants to LESSEE; Saunders Outdoor Advertising, Inc. (hereinafter referred to as "Lessee"), the exclusive right to use said premises for the purpose of erecting and maintaining outdoor advertising signs and other advertising media thereon, with or without illumination, and further grants to Lessee during the terms of this lease and for a reasonable period thereafter an easement across said premises as may be reasonably necessary for the ingress and egress of Lessee's men and equipment to erect, illuminate, repair, maintain and remove said structure outdoor advertising signs or other advertising media.

1. It is agreed that the terms of this lease shall commence upon completion of the installation of the structure which is the subject matter of this lease agreement but not commencing later than August 5, 2002

2. The premises are located in the County of Davis State of Utah and more particularly described as follows: Adjacent to I-15 at 189 South Main Layton Utah where the current sign owned by Saunders now stands; the current sign being located next to the state right of way fence near the middle of the property adjacent to playground at the mobile home park south of Gentile Street. The Saunders sign is a 14' x 48' billboard.

3. The lease shall be for a term of 15 (# of years) commencing on the date of the first payment described in paragraph 1. The lease shall be automatically renewed for an additional term of the same length, subject to all of the terms and conditions contained herein unless Lessee gives written notice of its intention to terminate at least one hundred twenty (120) days prior to the end of said period. Thereafter, the lease shall be automatically extended for additional periods of the same length subject to all of the terms and conditions contained herein unless either party hereto gives one-hundred twenty (120) days written notice of their intent to terminate prior to the end of such renewal period. In the event that Lessor shall terminate this lease, Lessor agrees not to lease said premises for advertising purposes to any other party other than Lessee for a period of three (3) years after the date of termination.

4. The annual rental for the premises above described shall be Three Thousand Six Hundred and no/100 DOLLARS (\$3,600.00) which shall be payable to Lessor at the address shown below in monthly payments of Three Hundred and no/100 DOLLARS (\$300.00) each.

Special Terms: Saunders agrees to an annual 3% increase for cost of living to the monthly payment on the anniversary date each year.  
Saunders agrees to provide in addition to the above payment a change on the south facing side of the on premise 8' x 10' sign. Lessor agrees to allow Saunders to access the sign and maneuver equipment on and around the area of the sign and out twenty five feet from the south side of the sign.

The 2 letters on the 8' x 10' sign shall read: "STORAGE" in 2 letters. Below this shall be 2 foot letters numbers which read: 544-7171. This work shall be completed by July 1, 2003.

- 5. Lessor will not permit any other advertising media to be placed within 500 feet of the premises.
- 6. Lessor will not allow anything upon the premises which would interfere or obstruct Lessee's structure.
- 7. The parties hereby specifically agree that all signs, billboards, or other advertising media placed upon the described premises shall remain the property of Lessee and may be removed at any time and in no event be considered fixtures and a part of the realty even though a portion of same might be affixed to real property.
- 8. Lessor acknowledges and agrees that Lessee shall be entitled to, but not obligated to defend, prosecute or otherwise participate in any litigation respecting said advertising structure or media and Lessor agrees to give Lessee notice of all such proceedings served upon it.
- 9. No party hereto is bound by any warranty, stipulation, representation or agreement not contained herein. This lease shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
- 10. This lease is subject to Lessee obtaining state and local approval for location of advertising structures and is cancelable by Lessee if such consent is not obtained. If during the term of the Lease, the Lessee, at its sole discretion, determines the premises to not be sufficiently suitable for its advertising purposes, Lessee may terminate this lease upon 30 days written notice
- 11. This agreement shall not be binding upon Saunders until it has been received by Saunders at its principle office and has been accepted by an officer duly authorized by a resolution of Saunders' Board of Directors to accept same.

RIGHTS OF FIRST REFUSAL, in the event Lessor shall decide during the term of this lease to sell the premises described herein, Lessor shall give written notice to Lessee of the terms and price offered by a third party. Lessee shall be entitled for thirty (30) days to acquire the premises on the terms and conditions in said notice. If Lessee does not exercise said right of purchase, the Lessor shall not sell the premises on other terms for six (6) months. Thereafter Lessee shall have the same right as to any subsequent offer to purchase.

DATED: \_\_\_\_\_

By (Name) F. McKay Winkel, mgr. Boulder Ranch LLC

Title manager

(Owner or Owner's agent)

F. McKay Winkel

(Lessor's Printed Name)

ACCEPTED: By R. Saunders

Lessee 1878 North 1130 West Provo, Utah 84601

(Lessor's Address)

By Saunders Outdoor Advertising Inc.

Address 3133 Lincoln Ave. Ogden

(I.D. or Social Security Number) 1868019 8 3293 P 3440

ACKNOWLEDGEMENT

STATE OF Utah

COUNTY OF Utah

On the 15<sup>th</sup> day of May, 2003, personally appeared before me F. McKay Winkel, the signer of the above instrument, who duly acknowledged to me that he executed the same and was duly authorized to do so.

My Commission Expires 6-20-03

ROBYN JOHNSON NOTARY PUBLIC

NOTARY PUBLIC - STATE OF UTAH

1065 NORTH 1140 WEST

PLEASANT GROVE, UT 84062

COMM. EXP. 5-20-2003

Residing at Pleasant Grove, UT

2003 MAY 19 4:56 PM FEE 12.00 DEP MEC  
REC'D FOR APEX MEDIA GROUP INC

SERIAL# 11-061-0071 ACRES 6.16 ACRES PAGE 1. INFO DATE 11/08/2001  
TAX NAME 2002: BOULDER RANCH L L C E 1868019 B 3293 P 3441  
PROP. ADDRESS: 189 SOUTH MAIN STREET LAYTON E-1702583-12922 P-693

LEGAL DESCRIPTION:

BEG 90 FT S OF CENTER LN OF GENTILE STR AT A PT 1271 FT W & 90 FT MOL, S FR NE C  
ORNER OF NW 1/4 SEC 28; T4N-R1W; SLM: TH S 93 FT; TH S 89°20' E 98 FT PARALLEL  
TO SD CEN LN; TH S 172.6 FT; TH E 82.31 FT; TH S 122.67 FT; TH S 76°33' W 142.6  
5 FT; TH S 01°55' E 249.9 FT; TH S 01°47' E 173.91 FT TH S 88°54' W 143.9 FT TO  
E'LY R/W LN OF HWY; TH S 25°25' E 21.95 FT ALG SD HWY R/W; TH N 88°54' E 680 FT  
M/L, TO W'LY R/W LN OF I-15; TH N'LY ALONG A CURVE TO LEFT ALONG SD R/W 771 FT M  
/L, TH N 43°16' W 258.55 FT; TH N 75°02' W 54 FT TO POB. CONT. 6.16 ACRES.