

When recorded return to:

R.O.A. General, LLC  
1775 North Warm Springs Road  
Salt Lake City, Utah 84116

**MNT # 91318**

**FIRST AMENDMENT TO  
PERPETUAL EASEMENT AGREEMENT**

This First Amendment to Perpetual Easement Agreement (this “Amendment”) is made and entered into this 19<sup>th</sup> day of October, 2022, by and between 500 West Properties, LLC, a Utah limited liability company (“Grantor”), whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116, and R.O.A. General, LLC, dba Reagan Outdoor Advertising, a Delaware limited liability company, whose address is 1775 North Warm Springs Road, Salt Lake City, Utah 84116 (“Grantee”).

**RECITALS**

A. Grantor is the owner of certain real property located at approximately 505 and 523 West 500 South, Salt Lake City, Salt Lake County, Utah, and described on Exhibit “A” attached hereto (the “Property”).

B. Grantor has granted to Grantee an exclusive perpetual easement for outdoor advertising and wireless communication purposes pursuant to a Perpetual Easement Agreement dated February 22, 2022 and recorded with the Salt Lake County Recorder’s Office on February 23, 2022, as Entry No. 13897124, in Book 11309, at Pages 2135-2146 (the “Easement Agreement”).

C. Unless otherwise defined herein, capitalized terms used in this Amendment shall have the meanings given to them in the Easement Agreement.

D. Grantor and Grantee wish to amend the Easement Agreement as set forth in this Amendment.

## TERMS OF AMENDMENT

Therefore, for the sum of ten dollars paid by Grantee to Grantor, and other valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. The Easement Agreement is amended to add a new Sub-Section 2(l), which reads as follows:

(l) Without limiting any of the foregoing, Grantor irrevocably covenants and agrees not to install, construct, erect, plant, store or allow any buildings, fences, signs, structures, improvements, trees, shrubs, vehicles, trash, signs, banners, balloons, or other items or objects, of any type or sort, permanent or non-permanent, anywhere within Salt Lake County Parcel Nos. 15-01-352-019-0000, 15-01-352-020-0000, or 15-01-352-034-0000, as such Parcels are described on Exhibit "A" attached hereto (the "Height Restricted Area"), that exceed a maximum height of twenty (20) feet above the surface of 500 West Street adjacent to the Height Restricted Area. The Height Restricted Area shall not include Salt Lake County Parcel Nos. 15-01-352-021-0000 or 15-01-352-022-0000.

2. Except as expressly amended by this Amendment, the Easement Agreement shall remain in full force and effect as originally entered into.

3. This Amendment is to be governed by and interpreted under the laws of the State of Utah.

DATED the day and year first above written.

GRANTOR:

500 West Properties, LLC,  
A Utah limited liability company

By: Dewey A. Reagan, Manager  
Dewey Reagan, Manager

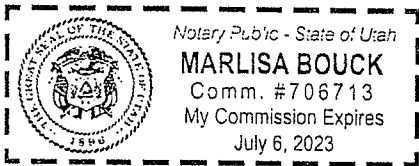
GRANTEE:

R.O.A. GENERAL, LLC,  
a Utah corporation

By: Dewey A. Reagan, V.P.  
Its: Dewey Reagan, Vice President

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

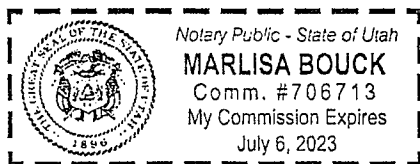
The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2022,  
by Dewey Reagan, the Manager of 500 West Properties, LLC, on behalf of said company.



Marlisa Bouck  
NOTARY PUBLIC

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

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of October, 2022,  
by Dewey Reagan, the Vice President of R.O.A. General, LLC, on behalf of said company.



Marlisa Bouck  
NOTARY PUBLIC

**EXHIBIT "A"**  
**Description of the Property**

**PARCEL 1** (Parcel No. 15-01-352-019-0000)

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 28, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 2.5 RODS; THENCE WEST 10 RODS; THENCE NORTH 2.5 RODS; THENCE EAST 10 RODS TO THE POINT OF BEGINNING.

**PARCEL 2** (Parcel No. 15-01-352-020-0000)

BEGINNING 2.5 RODS SOUTH FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 28, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 2.5 RODS; THENCE WEST 10 RODS; THENCE NORTH 2.5 RODS; THENCE EAST 10 RODS TO THE POINT OF BEGINNING.

**PARCEL 3** (Parcel No. 15-01-352-021-0000)

BEGINNING 5 RODS SOUTH FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 28, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 3 RODS; THENCE WEST 10 RODS; THENCE NORTH 3 RODS; THENCE EAST 10 RODS TO THE POINT OF BEGINNING.

**PARCEL 4** (Parcel No. 15-01-352-022-0000)

BEGINNING 8 RODS SOUTH FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 28, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 2.5 RODS; THENCE WEST 10 RODS; THENCE NORTH 2.5 RODS; THENCE EAST 10 RODS TO THE POINT OF BEGINNING.

**PARCEL 4A**

TOGETHER WITH AN EASEMENT AND RIGHT OF WAY, DESCRIBED AS FOLLOWS:  
COMMENCING AT A POINT 173.25 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 28, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 12 FEET; THENCE WEST 10 RODS; THENCE NORTH 12 FEET; THENCE EAST 10 RODS TO THE POINT OF BEGINNING, IN THAT CERTAIN AGREEMENT, RECORDED APRIL 14, 1958, AS ENTRY NO. 1325549, IN BOOK 999, AT PAGE 274 OF OFFICIAL RECORDS.

**PARCEL 5** (Parcel No. 15-01-352-034-0000)

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 28, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE 00°01'13" EAST 85.00 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 7; THENCE SOUTH 89°57'37" WEST 17.50 FEET; THENCE SOUTH 00°01'13" EAST 4.50 FEET; THENCE SOUTH 89°57'37" WEST 24.00 FEET; THENCE NORTH 00°01'13" WEST 4.50 FEET; THENCE SOUTH 89°57'37" WEST 17.50 FEET; THENCE NORTH 00°01'13" WEST 85.00 FEET TO THE NORTHERLY BOUNDARY LINE OF SAID LOT 7; THENCE NORTH 89°57'37" EAST 59.00 FEET ALONG SAID NORTHERLY BOUNDARY LINE TO THE POINT OF BEGINNING.