## 2387952 BK 4600 PG 696

WHEN RECORDED, RETURN TO:

Barton L. Gertsch Parr, Waddoups, Brown, Gee & Loveless 185 South State Street, Suite 1300 Salt Lake City, Utah 84111 E 2387952 B 4600 P 696-702 RICHARD T. MAUGHAN DAVIS COUNTY, UTAH RECORDER 8/22/2008 2:56:00 PM FEE \$23.00 Pgs: 7 DEP eCASH REC'D FOR FIRST AMERICAN TITLE

FATCO #063.4944974 TAX PARCEL #01-104-0008

Space above for Recorder's use

# AMENDMENT TO LEASE AGREEMENTS AND RELEASE OF CLAIMS

THIS AMENDMENT TO LEASE AGREEMENT AND RELEASE OF CLAIMS (this "Amendment") is entered into as of the 20th day of August, 2008, between STORAGE CITY, L.L.C., a Utah limited liability company ("Lessor"), whose address is 3282 South Sunset Hollow Drive, Bountiful, Utah 84010, and ROA GENERAL, INC., a Utah corporation, d/b/a Reagan Outdoor Advertising ("Lessee"), whose address is 1775 North, Warm Springs Road, Salt Lake City, Utah 84116. (Lessor and Lessee are referred to in this Amendment collectively as the "Parties.")

#### **RECITALS:**

- A. Lessor is the owner of certain real property (the "Lessor Property") located in the City of North Salt Lake, Davis County, Utah, that is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.
- B. Lessor and Lessee entered into those certain Lease Agreements, dated December 9, 2004 (Lease Nos. 1477 and 1478) (collectively, the "<u>Lease</u>"), pursuant to which Lessor leased to Lessee a portion of the Lessor Property to Lessee.
- C. In connection with the Lease, Lessee executed that certain Notice of Claim of Interest, dated October 17, 2005 (the "Notice"), which was recorded on October 18, 2005 as Entry No. 2115232, Book 3893 Page 2088 in the official land records of Davis County, Utah.
- D. Lessor desires to sell approximately 2.97 acres of the Lessor Property (the "<u>UNEV Parcel</u>") to UNEV Pipeline, LLC, a Delaware limited liability company ("<u>UNEV</u>"). The UNEV Parcel is more particularly described on <u>Exhibit B</u>, attached hereto and incorporated herein by this reference.
- E. The Parties desire to enter into this Amendment to clarify that the property leased by Lessor to Lessee pursuant to the Lease does not include the UNEV Parcel and that Lessee has no claim, right, title or interest in the UNEV Parcel except as set forth in Section 2(b) below.



NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Release of Claim; Quitclaim of Interest. Except as specifically set forth in Section 2(b) below, Lessee releases any claim, right, title or interest in the UNEV Parcel. The UNEV Parcel is released from the Notice and the legal description on "Exhibit A" of the Notice is hereby amended by excepting therefrom the UNEV Parcel. Except as specifically set forth in Section 2(b) below, Lessee quitclaims to Lessor any and all claim, right, title and interest in the UNEV Parcel.

#### 2. <u>Amendment</u>.

- (a) The UNEV Parcel is released from the Lease and the legal description of the "Premises" demised under the Lease is hereby amended by excepting therefrom the UNEV Parcel. The Lease is otherwise amended as necessary to effectuate the release of the UNEV Property from the Lease.
- (b) Notwithstanding the foregoing, it is acknowledged and agreed that Lessee shall have the following rights with respect to the UNEV Parcel: (i) in connection with the maintenance, repair and operation of its signs located on the Lessor Property (the "Signs"), Lessee shall have the right to use the access road to be located on the east side of the UNEV Parcel on the land described on Exhibit C attached hereto, (ii) the Owner of the UNEV Parcel shall not obstruct the view of the Signs from persons traveling on Interstate I-15 and/or Interstate I-215, and (iii) subject to any security or insurance restrictions relating to the UNEV Parcel, Lessee shall have the right to place electrical utility facilities underneath the UNEV Parcel at a location designated by the Owner of the UNEV Parcel, in its sole discretion, and in accordance with plans and specifications reasonably approved by the owner of the UNEV Parcel and in accordance with an easement agreement on terms mutually agreeable to the owner of the UNEV Parcel and Lessee.
- 3. Representation and Warranty. Lessee represents and warrants that (a) is it sole owner of the leasehold interest under the Lease and any claims described in the Notice and that it has not assigned, subleased, pledged, hypothecated, mortgaged or otherwise transferred or encumbered its interest under the Lease or the claims described in the Notice, (b) except as set forth in Section 2(b) above, neither Lessee nor any of its successors, assigns or affiliates will have any interest in the UNEV Parcel upon the execution of this Amendment, and (c) that it has the legal authority to enter into this Amendment.
- 4. <u>General Provisions</u>. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Lease is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. UNEV is a third-party beneficiary of this Amendment and shall be entitled to the benefits of, and to enforce, this Amendment against the Parties.



#### BK 4600 PG 698

THE PARTIES have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

"LESSOR"

STORAGE CITY L.L.C., a Utah limited liability company Date: The foregoing instrument was acknowledged before me this 20th day of August, 2008, olyn J. White, the Sole Owner, member of Storage City, L.L.C. by Carolyn J. White, the Sole Owner, member of Storage City, L.L.C. Residing at:

My Commission Expires:

(Seal)

State of Utah

County of Davis

) ss.

# BK 4600 PG 699

	"LESSEE"
	ROA GENERAL, INC., a UTAH corporation, d/b/a Reagan Outdoor Advertising  By:  Name: Guyl LA280
	Name: GUY! LARSON  Its: RFAL ESTATE MOR  Date: 8/20/08
State of Utah ) ss.  County of SaltLake )	
The foregoing instrument was acknown by <u>buy Larson</u> , the <u>Real Estate M</u>	wledged before me this $20^{11}$ day of $Avgust$ , 2008, of ROA GENERAL, INC.
(Seal) My Commission Expires:	Notary Public  Residing at:



#### **EXHIBIT A**

to

# Amendment to Lease Agreement and Release of Claims

[Legal Description of Lessor Property]

Lots 1, 2, 3 and 4 Storage City Subdivision, recorded in the office of Davis County, Utah on August 22, 2008, as Entry No. 2387810, in Book 4600 at Page 73.

## **EXHIBIT B**

to

# Amendment to Lease Agreement and Release of Claims

[Legal Description of UNEV Parcel]

Lot 3, Storage City Subdivision, recorded in the office of Davis County, Utah on August 22, 2008, as Entry No. 2387810, in Book 4600 at Page 73.

#### **EXHIBIT C**

to

#### Amendment to Lease Agreement and Release of Claims

[Legal Description of Access Area]

A 24 FOOT WIDE ACCESS EASEMENT FOR INGRESS AND EGRESS, BEING 12 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT 27.73 FEET NORTH 89°55'04" WEST FROM THE NORTHEAST CORNER OF STORAGE CITY SUBDIVISION, SAID POINT BEING 1532.38 FEET NORTH 89°49'55" WEST ALONG SECTION LINE AND 24.45 FEET SOUTH FROM THE NORTHEAST CORNER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 1485.34 FEET; THENCE ALONG A 150.00 FOOT RADIUS ARC TO THE RIGHT A DISTANCE OF 48.94 FEET (CHORD BEARS SOUTH 09°20'46" WEST 48.72 FEET); THENCE SOUTH 18°41'33" WEST 279.50 FEET; THENCE ALONG A 52.16 FOOT RADIUS ARC TO THE RIGHT A DISTANCE OF 26.37 FEET (CHORD BEARS SOUTH 33°25'09" WEST 26.09 FEET); THENCE SOUTH 44°43'36" WEST 48.59 FEET TO A POINT OF TERMINUS, SAID TERMINUS POINT BEING THE CENTER OF A 40 FOOT RADIUS TURNAROUND EASEMENT.