

**FIRST AMENDMENT
TO THE
PERPETUAL EASEMENT AGREEMENT**

Folio 5053932

APN 04-076-0-0074

This First Amendment to the Perpetual Easement Agreement ("First Amendment"), dated August 21, 2008, is by and between Beaver Creek Investments, L.C. and Uintah Land Company, L.C. (collectively "Grantor") and R.O.A. General, Inc., dba Reagan Outdoor Advertising ("Grantee"), collectively referred to as the Parties.

RECITALS

WHEREAS on September 13, 2000, Grantor and Grantee entered into a Perpetual Easement Agreement (the "Agreement"), for the location of Grantee's sign on Grantor's property, which property is located as shown on Exhibit "A" of the Agreement ("Grantor's Property"); and

WHEREAS Grantor and Grantee desire to release a portion of the Grantor's Property from the Agreement; and

WHEREAS Grantor and Grantee desire to amend the metes and bounds description for the remainder of the Grantor's Property located within Exhibit "A" of the Agreement in order to maintain consistency with the platting of the adjacent properties that has occurred since the execution of the Agreement.

NOW, THEREFORE, for and in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties make the following agreements:

AGREEMENTS

1. Recitals. Each of the foregoing Recitals is hereby incorporated into and made a part of the terms of this First Amendment.
2. Capitalized Terms. Each capitalized term used in this First Amendment not defined herein shall have the same meaning ascribed to it in the Agreement.
3. Exhibit "A". Exhibit "A" to the Agreement shall be deleted and replaced with the Exhibit "A" attached hereto and incorporated herein.
4. Section 2, Covenants of Grantor: The following language shall be added to the end of Section 2 of the Agreement:

"Notwithstanding anything to the contrary contained herein, Grantor may install signs, landscaping materials, and other improvements within the area shown on Exhibit "C" ("Corner Property"), which is attached hereto

rec

and incorporated herein, and as further illustrated on the diagram attached hereto as Exhibit "D" and incorporated herein, so long as no such improvement exceeds six (6) feet in height as measured from the highest point on top of the southwestern curb on Arimo Road adjacent to the Corner Property to the top of the improvement."

5. Section 4, Relocation: The following language shall be added to the end of Section 4 of the Agreement:

"Notwithstanding anything to the contrary contained herein, Grantee may not install or relocate the Sign anywhere within the Corner Property."

6. Conflict in Terms. All other terms and conditions set forth in the Agreement are hereby ratified and shall remain the same and the Agreement continues to full force and effect. To the extent that any provision of this First Amendment conflicts with the Agreement, the terms of this First Amendment shall control.

7. Counterparts and Facsimiles. This First Amendment may be executed in counterparts and shall be effective when all Parties have signed a copy. Such counterparts taken together shall constitute one and the same agreement. It is agreed that a facsimile or electronically transmitted signature shall evidence and constitute valid execution of this First Amendment and shall be binding on the signing Party. At the request of either Party, the Parties will confirm facsimile or electronically transmitted signatures by signing an original document.

8. Ambiguity. All provisions of this First Amendment have been negotiated by both Parties at arm's length and neither Party shall be deemed the scrivener of this First Amendment. This First Amendment shall not be construed for or against either Party by reason of the authorship or alleged authorship of any provision hereof.

SIGNATURES ON FOLLOWING PAGE

JRC

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to be effective as of the Effective Date.

GRANTOR:

UINTAH LAND COMPANY, L.C.

a Utah limited liability company

By: Alexander J. Robinson
Alexander J. Robinson, Manager

BEAVER CREEK INVESTMENTS, L.C.

a Utah limited liability company

By: Alexander J. Robinson
Alexander J. Robinson, Manager

GRANTEE:

R.O.A. GENERAL, INC.,

a Utah corporation

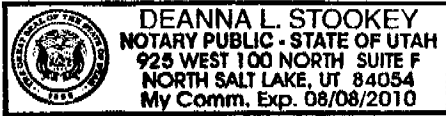
By: Dewey Reagan
Dewey Reagan, President

By: Guy Larson
Guy Larson, Real Estate Manager

JRC

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 21st day of August, 2008, personally appeared before me Alexander J. Robinson, the Manager of Uintah Land Company, L.C., a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of Uintah Land Company, L.C.



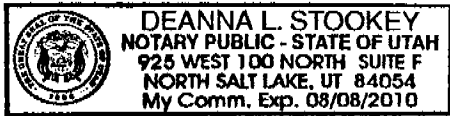
Deanna L. Stookey

Notary Public
Residing at: _____

My commission expires:
8/8/2010

STATE OF UTAH)
 :SS
COUNTY OF DAVIS)

On this 21st day of August, 2008, personally appeared before me Alexander J. Robinson, the Manager of Beaver Creek Investments, L.C., a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of Beaver Creek Investments, L.C.



Deanna L. Stookey

Notary Public
Residing at: _____

My commission expires:
8/8/2010

JRC

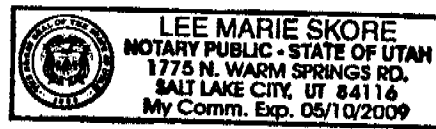
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 21st day of August, 2008, personally appeared before me Dewey Reagan, the President of R.O.A. General, Inc., a Utah corporation, who duly acknowledged to me that he executed the same on behalf of R.O.A. General, Inc..

Lee Marie Skore

Notary Public
Residing at: _____

My commission expires:
5.10.2009



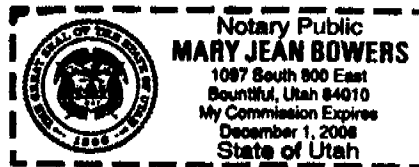
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 21st day of August, 2008, personally appeared before me Guy Larson, the Real Estate Manager of R.O.A. General, Inc., a Utah corporation, who duly acknowledged to me that he executed the same on behalf of R.O.A. General, Inc..

Mary Jean Bowers

Notary Public
Residing at: 1097 So, 800 E.
Bountiful, Ut 84010

My commission expires:
12/1/2008



JRC

EXHIBIT "A"
GRANTOR'S PROPERTY

An easement across land located in the Southwest Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, State of Utah, more fully described as follows:

BEGINNING at a point that is North 89°24'42" West 1523.40 feet and North 34°10'50" East 850.32 feet along the westerly right-of-way line of the widened State Highway 36 from the Tooele County monument found marking the South Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian (basis of bearing is North 82°49'39" West 2659.42 feet between South Quarter Corner of Section 35 and the Witness Corner to the Southeast Corner of Section 35), said point also being the intersection of State Highway 36 and the south line of Arimo Road as defined in the Saddleback SR-36 Planned Unit Development - Phase 1 as found in the Tooele County Records Office, thence along said south right-of-way line, North 56°01'50" West 100.00 feet; thence North 34°10'50" East 445.49 feet to the point of tangency with a 16,604.20 foot radius curve to the right; thence northeasterly 420.62 feet along the arc of said curve through a central angle of 01°27'05" (Chord bears North 34°54'22" East 420.61 feet) to the southerly line of the Interstate 80 off-ramp, said point being a point on a non-tangent 378.90 foot radius curve to the right; thence southeasterly 73.65 feet along the arc of said curve through a central angle of 11°08'11" (Chord bears South 61°21'23" East 73.53 feet); thence continuing along the south line of the I-80 off-ramp, South 55°47'42" East 27.02 to a point on the westerly right-of-way line of State Highway 36, said point also being on a non-tangent 16,504.20 foot radius curve to the left; thence southwesterly 427.71 feet along the arc of said curve, through a central angle of 01°29'05" (Chord bears South 34°55'22" West 427.70 feet); thence South 34°10'50" West 445.12 feet to the POINT OF BEGINNING.

Together with the following described parcel being a portion of the proposed Lot 1, Saddleback SR-36 Planned Unit Development - Phase 2:

A parcel of land located in the Southwest Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, State of Utah, more fully described as follows:

BEGINNING at a point that is North 89°24'42" West 1523.40 feet and North 34°10'50" East 850.32 feet along the westerly right-of-way line of the widened State Highway 36 from the Tooele County monument found marking the South Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian (basis of bearing is North 82°49'39" West 2659.42 feet between South Quarter Corner of Section 35 and the Witness Corner to the Southeast Corner of Section 35), thence along said westerly line South 34°10'50" West 32.92 feet; thence South 71°13'57" West 25.17 feet; thence North 26°15'38" East 53.43 feet to the south line of Arimo Road as defined in the Saddleback SR-36 Planned Unit Development - Phase 1 as found in the Tooele County Records Office, thence along said south right-of-way line, South 56°01'50" East 22.53 feet to the westerly right-of-way line of State Highway 36 and the POINT OF BEGINNING.

Said easements encompass 87,977 square feet or 2.02 acres, more or less.

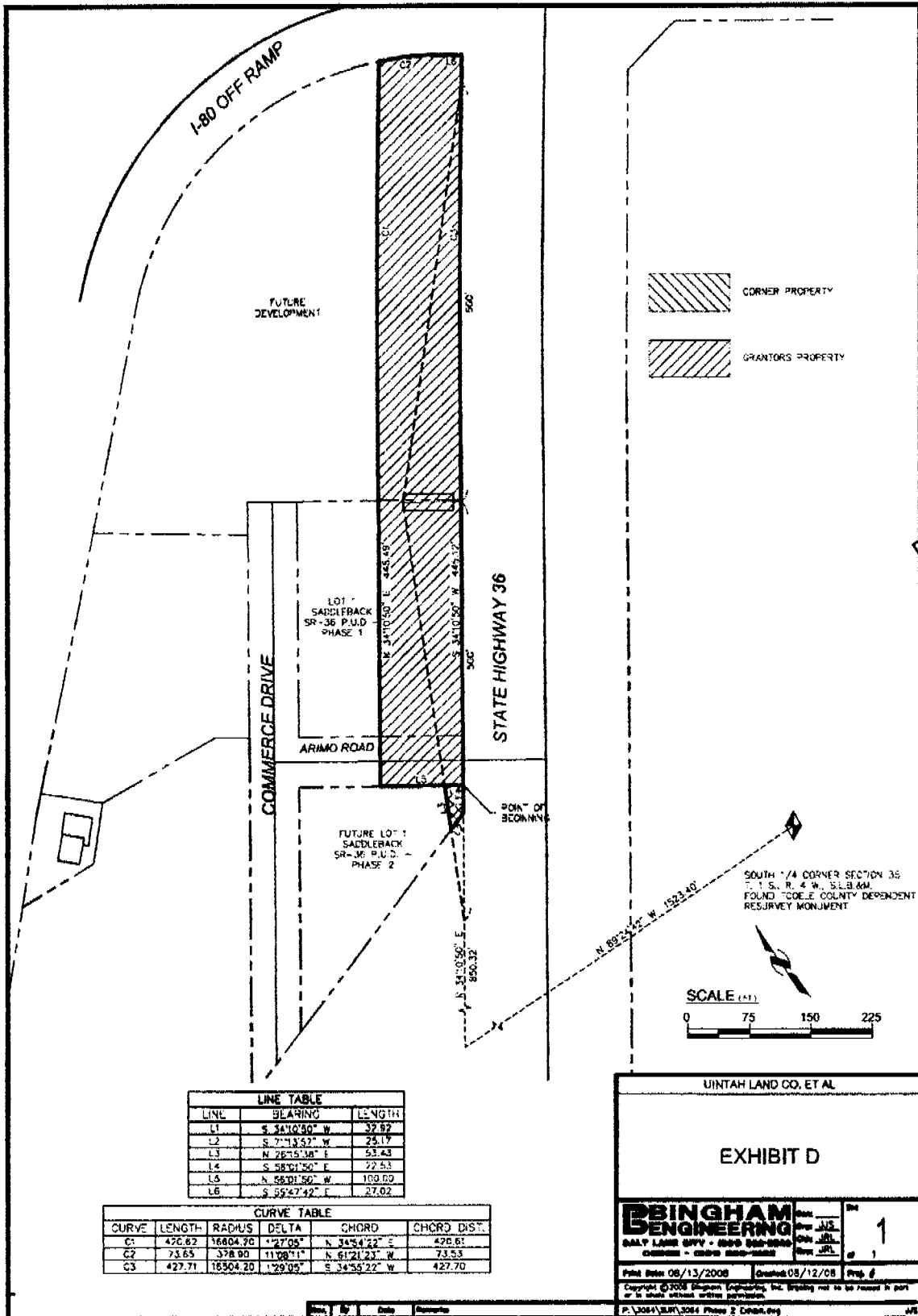
EXHIBIT "C"
CORNER PROPERTY

An easement located in the proposed Lot 1, Saddleback Planned Unit Development - Phase 2 located in the Southwest Quarter of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, State of Utah, more fully described as follows:

BEGINNING at a point that is North 89°24'42" West 1523.40 feet and North 34°10'50" East 850.32 feet along the westerly right-of-way line of the widened State Highway 36 from the Tooele County monument found marking the South Quarter Corner of Section 35, Township 1 South, Range 4 West, Salt Lake Base and Meridian (basis of bearing is North 82°49'39" West 2659.42 feet between South Quarter Corner of Section 35 and the Witness Corner to the Southeast Corner of Section 35), thence along said westerly line South 34°10'50" West 32.92 feet; thence South 71°13'57" West 25.17 feet; thence North 26°15'38" East 53.43 feet to the south line of Arimo Road as defined in the Saddleback SR-36 Planned Unit Development - Phase 1 as found in the Tooele County Records Office, thence along said south right-of-way line, South 56°01'50" East 22.53 feet to the westerly right-of-way line of State Highway 36 and the POINT OF BEGINNING.

Said easement encompasses 846 square feet or 0.02 acres, more or less.

EXHIBIT "D"



JRS