

When Recorded Mail To:

Daniel J. Torkelson
Cohne, Rappaport & Segal, P.C.
525 East First South, 5th Floor
Salt Lake City, Utah 84102

D188309

04/15/98 6928933 4:34 PM 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY:Z JOHANSON DEPUTY - WI

6928933

AGREEMENT AND MEMORANDUM OF LEASE

For the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged by each of the parties hereto, ROGER W. PETERS ("Peters"), TERRATRON, INC., a Delaware corporation ("Terratron"), and R.O.A. GENERAL, INC., a Utah corporation, doing business as Reagan Outdoor Advertising ("R.O.A") hereby agree as follows:

1. Peters is the owner of fee simple title to certain real property located in Salt Lake County, Utah, including the parcel described on Exhibit "A" attached hereto and incorporated herein by this reference and any and all property immediately adjacent to such parcel which Peters may own or have rights with respect to on any legal or equitable basis (the "Property"). Terratron, Inc., is owned and controlled by Peters.

2. R.O.A., has certain rights with respect to the installation, maintenance and use of an advertising sign located upon the Property pursuant to an Outdoor Advertising Lease Agreement (the "ROA Lease") dated May 30, 1996, between R.O.A. and Terratron.

3. Peters, Terratron and R.O.A. hereby acknowledge and agree that the ROA Lease is valid and enforceable according to its terms and is in full force and effect. Peters hereby agrees to be bound, as lessor, pursuant to the ROA Lease and hereby represents and warrants that he has fee simple title to the Property and that the Property is not subject to any liens, security interests or encumbrances, other than the lien of 1998 real property taxes, which are not yet due.

4. Peters, Terratron and R.O.A. hereby acknowledge and agree that the ROA Lease is intended to and does permit R.O.A. to maintain only one (1) outdoor advertising sign (with two (2) sign faces) and related supporting structures, devices, connections, appurtenances and replacements related thereto (the "Sign") on the Property. The Sign shall remain at its current location, however, Peters, Terratron and R.O.A. hereby acknowledge and agree that if, as a result of governmental action, administration or regulation, (a) R.O.A. is required to relocate the Sign, or b) the Sign must be relocated in order for the Sign's purposes to be reasonably continued, in the reasonable opinion of R.O.A., then, and in that event, ROA may relocate the Sign as necessary. Such relocation shall be in conformity with the following conditions:

- (a) Such relocation shall be at R.O.A.'s sole expense; and

BK 7946PG1056

(b) Such relocation shall be as close as reasonably possible to 9000 South Street and shall provide the Sign with unimpaired visibility for motorists on 9000 South Street traveling either east or west.

5. Peters and Terratron acknowledge and agree that, pursuant to the ROA Lease, R.O.A. is and shall remain the owner of all signs and outdoor advertising structures, as well as any and all devices, structures, connections, supports and other major and minor parts and components related thereto, now existing on the Property or hereafter placed on the Property by or on behalf of R.O.A.

6. Pursuant to a Sign Agreement (the "Old Sign Agreement") dated July 16, 1979, Dee's, Inc., Peter's predecessor-in-interest with respect to the Property, granted Galaxy Outdoor Advertising, Inc. ("Galaxy") certain rights with respect to the installation, maintenance and use of an advertising sign located upon the Property. Although the Old Sign Agreement was not recorded in the Office of the Recorder or Salt Lake County, Utah, the Old Sign Agreement was disclosed by a document entitled Assignment of Lease, which was recorded in the Office of the Recorder of Salt Lake County, Utah on June 13, 1996 as Entry Number 6381950, in Book 7421 at Page 2064. R.O.A. is the successor by merger to Galaxy.

7. Peters, Terratron and R.O.A. hereby acknowledge and agree that the ROA Lease is intended to, and does, replace and supersede the Old Sign Agreement.

IN WITNESS WHEREOF, Peters, Terratron and R.O.A. have executed this Agreement to be effective as March 13, 1998.


ROGER W. PETERS

TERRATRON, INC., a Delaware corporation


By 
Title President

R.O.A. GENERAL, INC., a Utah corporation and successor by merger to of Galaxy Outdoor Advertising Inc.

By 
Title V.P.

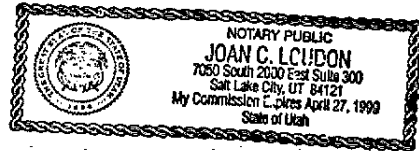
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of ^{April} ~~March~~, 1998, by Roger W. Peters.


NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

4-27-99



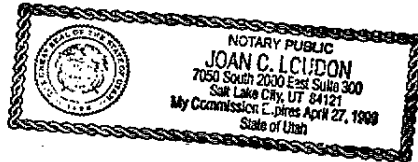
STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 15th day of ^{April} ~~March~~, 1998, by Roger Peters, the President of Terratron, Inc..


NOTARY PUBLIC
Residing at: Salt Lake County

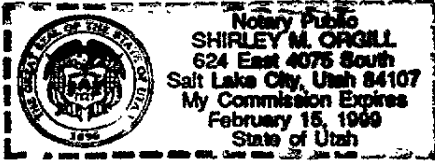
My Commission Expires:

4-27-99



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13th day of March, 1998, by
Dewey Reagan the V.P. of R.O.A. General, Inc..



Shirley M. Orgill
NOTARY PUBLIC
Residing at: S.B. Co., UT.

My Commission Expires:

2-15-99

F:\DAN\REAGAN\TERRATRO.M02

EXHIBIT "A"

The East 10 feet of Lot 1 and all of Lot 2, Ark Subdivision, according to the official plat thereof, filed in Book "77-1" of Plats, at Page 20, of the Official Records of the Salt Lake County Recorder.

SUBJECT TO AND TOGETHER WITH a non-exclusive 25.00 foot wide right-of-way limited to use in connection with adjoining property to which it is appurtenant, and the center line of which is described as follows:

BEGINNING on the North line of 9000 South Street, said point being South 89°53' West along the center line of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 869.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444.00 feet, more or less, to the Easterly line of 240 West Street.

BK7946PG1060