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pt 03-025-0103
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**AGREEMENT
FOR
RECIPROCAL EASEMENT**

E 1320944 B 2126 P 1176
JAMES ASHAUER, DAVIS CNTY RECORDER
1997 MAY 5 12:48 PM FEE 28.00 DEP JB
REC'D FOR CONSOLIDATED THEATRES

2-3 - Btfl NMC

THIS AGREEMENT FOR RECIPROCAL EASEMENT is made and entered

into this day of April, 1997, by and between Consolidated Theatres, Inc. a Utah corporation with its principal place of business located in Salt Lake County, Utah, hereinafter referred to as "Consolidated"; and Dirk Winegar and Rock Winegar, individually and Winegar Brothers, a Utah general partnership, hereinafter collectively referred to as "Winegar", and,

WHEREAS, Consolidated is the owner of certain real property situated at approximately 460 West 500 South, Bountiful, Davis County, Utah, which real property is more particularly described in Exhibit "A", attached hereto as the "Consolidated Property", and,

WHEREAS, Winegar is the owner of an adjoining parcel of real property located in Bountiful City, Davis County, Utah, which real property is more particularly described in Exhibit "B", attached hereto as the "Winegar Property", and,

WHEREAS, the parties agree that it is in their mutual interest to grant to the other certain perpetual easements of ingress and egress to and from their respective parties as hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the parties mutually agree as follows:

1. That subject to the provisions of this Agreement, Consolidated does hereby grant, convey and transfer to Winegar, and all their tenants, invitees, licensees, visitors and

employees, a nonexclusive easement and right-of-way over, upon and across that portion of the Consolidated property described as follows, for the purpose only of ingress and egress of vehicular and pedestrian traffic for the purpose of accessing and serving the

Winegar property:

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Beginning at a point that is South 320 ft. and East 108 Ft. from the Northwest corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence East 3 ft. thence South 70.73 ft. thence South 39 degrees 10' 34" East 36.41 ft. thence South 96.05 ft. thence West 20 ft. thence North 89.21 ft, thence North 39 degrees 10' 34" West 36.41 ft. thence North 29.56 ft. thence East 17 ft. thence North 48 feet to the point of beginning.

2. That subject to the provisions of this Agreement, Winegar does hereby grant, convey and transfer to Consolidated, and all its tenants, invitees, licensees, visitors and employees, a nonexclusive easement and right-of-way over, upon and across that portion of the Winegar property described as follows, for the purpose only of ingress and egress of vehicular and pedestrian traffic for the purpose of accessing and serving the

Consolidated property:

Beginning at a point that is South 320 ft. and East 108 ft. from the Northwest corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 48 ft. thence West 17 ft. thence North 56.28 ft. thence North 45 degrees 00' 00" East 9.90 ft. thence North 44.72 ft. thence East 20 ft. thence South 53 ft. thence South 45 degrees 00' 00" West 9.90 ft. thence West 3 ft. to the point of beginning.

3. That except necessary for reasonable construction, for repair and maintenance, for traffic regulation and control, or, to prevent a public dedication of accrual of any rights to the public, no fence, gate, wall, barricade, or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements granted herein, shall be constructed or erected, nor shall either party in

any other way obstruct or interfere with the use of such rights-of-way and easements by the other.

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4. That each party shall maintain and repair their respective properties in such a manner and condition so as not to impair, restrict or interfere with the right-of-way and easement herein granted to the other.

5. Nothing contained herein shall be interpreted, construed or deemed to be a gift or dedication of all or any portion of the real property of the parties hereto for the general public or for any public purposes whatsoever, it being the intent of the parties that this Agreement be strictly limited to the purposes expressed herein.

6. Each party agrees to defend, indemnify and hold the other party, together with their tenants, agents, or employees, harmless from and against all liability, loss or costs incurred, including without limitation reasonable attorneys fees, arising out of, related to, or caused by acts or omissions to act, use of, or occupancy of the others property. Each party shall give to the other prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the other. Each party shall have the right to participate in the defense of the same to the extent of its own interest.

7. That each right and obligation, whether affirmative or negative, set forth herein, shall constitute a covenant running with the land; shall benefit and be binding on every person having any fee, leasehold or other interest in any portion of the property of the parties as described in Exhibits "A" and "B" hereof to the extent that such property is affected, bound by or subject to the rights-of-way and easements granted herein; and, shall benefit and be binding on any Owner(s) whose title is acquired by judicial foreclosure,

trustees sale, deed in lieu of foreclosure or otherwise. If either party transfers all or such portion of its real property as is subjected to the right-of-way and easement granted herein, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of the transferor as herein set forth, and, if such transferor transfers all of its ownership interest in and to the property described in Exhibit "A" or "B", as the case may be, such transferor shall be released and discharged from all of its obligations under this Agreement accruing after the date of recordation in the official records of instruments effecting such transfer.

8. That no breach of this Agreement shall entitle any party hereto to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect in any manner any other rights or remedies which such party may have under this Agreement by reason of such breach.

9. That the parties hereto mutually consent and agree that this Agreement is granted in lieu of any and all existing prescriptive easements in favor of the respective properties over across the real property of the other. Each party hereby covenants and agrees to execute and deliver to the other party a Quit Claim Deed to the real property of the other for the purpose of extinguishing any and all rights-of-way, easements or other interests in the adjoining property of the other, except as created pursuant to the terms of this Agreement.

10. That this Agreement and each right-of-way, easement, covenant and restriction set forth herein shall be perpetual and binding on their respective heirs, successors, assigns.

11. That this Agreement shall be interpreted pursuant to the laws (excluding the choice of law rules) of the State of Utah. If all or any portion of any provision hereof be interpreted or held to be invalid or prohibited under applicable law, such provision shall be ineffective without invalidating the remaining portion of said provision or the remaining provisions of this Agreement.

12. That the parties warrant that the signatories below have authority to sign and execute this document for and on behalf of the entities they represent and that said entities are the proper parties to this Agreement.

13. That in the event any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other reasonable attorney's fees and court costs incurred in connection with said action, the amount of which shall be determined by a court of competent jurisdiction and made a part of any judgment rendered therein.

Wherefore, the parties set their hand on the date first appearing above.

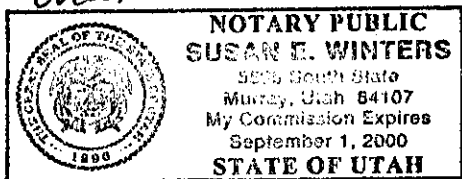
CONSOLIDATED THEATRES, INC.

By:

Susan E. Winters

[Handwritten signature]

Susan E. Winters



*Salt Lake City, Utah
September 1, 2000*

DIRK WINEGAR, individually and on behalf of Winegar Brothers, a Utah General Partnership

Dirk Winegar

ROCK WINEGAR, individually and on behalf of Winegar Brothers, a Utah General Partners

Rock Winegar

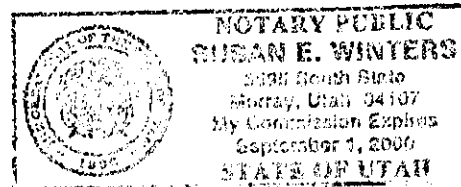
STATE OF UTAH)
 :ss.
 COUNTY OF SALT LAKE)

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On the day of April, 1997, personally appeared before me Randall F. Miller, who being first duly sworn, did acknowledge to me that he is the President of Consolidated Theatres, Inc. and that he signed the foregoing Agreement on behalf of said corporation , by authority of a resolution of its Board of Directors.

Susan E. Winters
Notary Public, residing in Salt Lake County, Utah

My Commission Expires: 9-1-2000



STATE OF UTAH)
 :ss.
 COUNTY OF Davis)

On the 16th day of April, 1997, personally appeared before me Dirk Winegar and Rock Winegar, who being first duly sworn, did each acknowledge to me that they are the individuals identified in the foregoing instrument and that they duly signed the same individually and for and on behalf of Winegar Brothers, a Utah General Partnership.

Betty Harward
Notary Public, residing in Davis County, Utah

My Commission Expires: 8-31-99



**EXHIBIT A
CONSOLIDATED PROPERTY**

E 1320944 B 2126 P 1182

BEGINNING 320 ft. South, 118 ft. East from the Northwest corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence East 55 ft. thence South 195 ft. thence West 55 ft. thence North 195 ft. to the point of beginning.

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ALSO

BEGINNING on the North line of a street at a point 515 ft. South and 118 ft. East from the Northwest Corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence West along the North line of said street 17.0 ft. thence North 147 ft. thence East 17 ft. thence South 147 ft. to the point of beginning.

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**EXHIBIT B
WINEGAR PROPERTY**

E 1320944 B 2126 P 1183

BEGINNING at a point 260 ft. South and 118 ft. East from the Northwest corner of Section 30, Township 2 North, Range 1 East, Salt Lake Meridian, and thence North 65 ft. thence East 35 ft. thence South 126 ft. thence West 35 ft. thence South 48 ft. to North line of property conveyed in 649-143, thence West 17 ft. along said property, thence North 4.25 ft. to a point 363.75 ft. South of North line of Section 30, thence West 198.67 ft. more or less to East Line of a highway, thence North 103.75 ft. more or less, along said highway to a point due West of beginning, thence East 215.67 ft. more or less to the point of beginning. Containing .61 acres.

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