

David Schutte (Richard Moffatt)
2019
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MAY 1 1968
David R. Payne

IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, JULIAN BILLS FAMILY ESTATE, INC., a Utah corporation (hereinafter referred to as "Bills, Inc. "), hereby grants to ARIMONT MOTOR-VU THEATRES, INC., an Arizona corporation (hereinafter referred to as "Arimont"), the exclusive right to use the hereinafter described premises for the purpose of erecting, repairing, replacing and maintaining an outdoor advertising marquee sign or signs, including the Bountiful Motor-Vu marquee sign presently located on said premises, with or without illumination, and further grants to Arimont an easement across such premises owned by the undersigned as may be reasonably necessary for the ingress and egress of Arimont's agents and equipment to erect, maintain, replace or repair said outdoor advertising marquee sign.

1. The premises are located in the County of Davis, State of Utah, and are more particularly described in Schedule "A" attached hereto and by this reference made a part hereof.

2. This easement shall continue until the property presently occupied by the Bountiful Motor-Vu Theatre adjacent easterly to the above described property is no longer used as an outdoor drive-in theatre or until Arimont gives written notice of its intention to terminate this easement. It is expressly understood by the parties hereto that the marquee sign, billboard, or other advertising media, shall be used for the purpose of a theatre sign in connection with an outdoor theatre operation.

3. Bills, Inc. will not permit any other structure to be placed upon said premises which would impair in any way the use by Arimont as hereinabove set forth.

David Schutte
101 E. 1st St.
Salt Lake City, Utah

4. The parties hereto specifically agree that all marquee signs, billboards or other advertising media now on or hereafter placed upon the above described premises by Arimont shall remain the personal property of Arimont, and shall in no event be considered a fixture and a part of the realty, even though a portion of same be affixed to the real property. Arimont shall be allowed to enter the premises within a reasonable time following the expiration or termination of this Agreement to remove said marquee sign, billboard or other advertising media or at its option may abandon the sign presently located on said premises. If Arimont constructs a new marquee sign, billboard, or other advertising media and abandons the same, Bills, Inc. may accept said sign, billboard, or other advertising media, or require that it be removed by Arimont.

5. Arimont agrees that it shall maintain the current marquee, billboard, or other advertising media constructed by it, in an attractive manner that shall not in any way detract from any of the surrounding properties. Maintenance shall include, but shall not be limited to, attractive painting, elimination of unsightly weeds and grass, and keeping the structure in good repair, including the lighting, if any.

6. Bills, Inc. hereby grants to Arimont a right-of-way for street purposes of ingress and egress over the real property described on the warranty deed between these parties dated April 30, 1968, as subject ~~to an easement of ingress and egress and by this reference made a part hereof,~~ subject, however, to all the other rights-of-way, easements, reservations and restrictions of record. In the event Bills, Inc. conveys the property described in this paragraph 6 to Bountiful City, Arimont shall quitclaim to Bountiful City its interest in said property.

7. Bills, Inc. represents and warrants that it is the owner of the premises described herein, and has authority to convey this easement and any corporate officer executing this easement warrants personally that such

execution is the act of the corporation and that he is duly empowered to act on its behalf.

8. No party hereto is bound by any stipulation, representation or agreement not contained herein. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns.

9. Arimont agrees to indemnify and hold harmless Bills, Inc. against any suit, claim, or action, including costs and attorneys' fees, which may be brought against Arimont and/or Bills, Inc. with respect to the use of the sign as a theatre marquee, and Arimont further agrees that it shall furnish evidence to Bills, Inc. of an acceptable policy of general property liability insurance with respect to any such marquee sign, billboard, or other advertising media.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their officers thereunto duly authorized, this 2nd day of March, 1968.

JULIAN BILLS FAMILY ESTATE, INC.

ATTEST:

[Signature]
Secretary

By: [Signature]
Its: President
Bills, Inc.

ARIMONT MOTOR-VU THEATRES, INC.

ATTEST:

[Signature]
Secretary

By: [Signature]
Its: President
Arimont

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

On the 2nd day of March, 1968, personally appeared before me Julian N. Bills and Lorena J. Bills, who being by me duly sworn did say, each for himself, that he, the said Julian N. Bills is the President, and he, the said Lorena J. Bills is the Secretary of Julian Bills Family Estate, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said Julian N. Bills and Lorena J. Bills each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.



Herbert L. Kessler
Notary Public
Residing at: Salt Lake City, UT

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

On the 2nd day of March, 1968, personally appeared before me David L. Gillette and Kathleen G. Place, who being by me duly sworn did say, each for himself, that he, the said David L. Gillette is the President, and she, the said Kathleen G. Place is the Secretary of Arimont Motor-Vu Theatres, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and said David L. Gillette and Kathleen G. Place each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.



Barbara Ann Sawyer
Notary Public
Residing at: Salt Lake City, UT

My commission expires:
December 15, 1970

EXHIBIT "A"

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Begin at a point which is $S77^{\circ}27'E$ 73.41 feet from a property corner monument marking the intersection of the east line of Highway 91 and the south line of 2700 south street, said monument is given as $S89^{\circ}12'W$ 261.38 feet and $N0^{\circ}27'W$ 1033.00 feet and $S89^{\circ}13'W$ 943.00 feet and $N0^{\circ}27'W$ 445.00 feet and $S89^{\circ}13'W$ 348.84 feet from the southeast corner of Section 36, T2N, R1W, SLB&M and running thence $N16^{\circ}48'E$ 10.60 feet, thence $S72^{\circ}03'20"E$ 43.41 feet, thence $S16^{\circ}48'W$ 10.60 feet to a point which is $S75^{\circ}27'E$ 116.70 feet from said monument, thence $N72^{\circ}03'20"W$ 43.41 feet to the point of beginning, with rights of ingress and egress to said property from 2700 South street.