

Matt - Raymond V. McLaughlin
STANDARD LEASE AGREEMENT
Form #6565, Revised 3/64
19008
Bryant Hill Dr.

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Branch Office
Lease #

NATIONAL ADVERTISING COMPANY
(Subsidiary of Minnesota Mining & Manufacturing Co.)
Home Office: Bedford Park, Illinois 60502

THIS AGREEMENT, made this 23 day of JUNE, 1966 by and between

ERWIN HIGLEY of OGDEN, UTAH
hereinafter called the Lessor, and National Advertising Company, of Bedford Park, Illinois, hereinafter called the Lessee,
WITNESSETH:

1. The Lessor hereby leases unto the Lessee, and the Lessee hereby leases from the Lessor, the use of the following described premises, for the purposes of erecting and maintaining advertising displays (painted, reflectorized, printed, illuminated, or otherwise), including necessary structures, devices and connections.

2. The property herein demised is located about 1 miles NE-S-W of 2100 NO. ST., on the N-E-S-W side of Route # T-15, described as being bounded on the North by MENDENHALL, South by TODD, East by I-15, and West by RT. 84, such leased property being part of the Lessor's property situated in the Township of _____, County of WEBER, State of UTAH, more particularly described as: (Give Legal Description) SEC. 26

T7N R2W - NORTH PROP. LINE S/O MENDENHALL
PROPERTY, PART OF NE QTR. SEC. 26, T7N, R2W, S. 1/4 - BEG. U
AT PT. 305 FT. M/L WEST OF SE COR. OF NE QTR. SEC. 26, & RUNNING WEST
228 FT. M/L TO E RT. WY. LINE OF ST. HWY. U-84, TH. NWLY. 2100 FT. M/L
ALONG SD. HWY. TO A PT. 702 FT. M/L SO ALONG SAID HWY M/L FR. N. LINE

3. The term of this lease shall commence on AUG 15, 1966 hereinafter called the "effective date", and shall continue for an initial term of ten years (unless terminated earlier in the manner hereinafter set forth) and thereafter from year to year, on the same terms, until terminated as of any subsequent anniversary of the effective date by written notice of termination given not less than sixty (60) days prior to such anniversary date by the Lessor or Lessee.

4. In consideration of the foregoing and the mutual promises herein contained, the Lessee agrees to pay the Lessor at the rate of \$ 50.00 per year for such periods of time as the display(s) contemplated hereunder is(are) not in advertising position, and at the rate of \$ 50.00 per year for such periods of time as the display(s) contemplated hereunder is(are) in position. Such yearly rental is to be paid in advance (subject to a 30 day delay for processing) with supplementary adjustments to be made promptly when the advertising status of the display(s) is changed.

5. In the event of any change of ownership of the property hereby leased, the Lessee agrees to notify the Lessor promptly of such change, and the Lessor also agrees to give the new owner formal written notice of the existence of this lease and to deliver a copy thereof to such new owner.

6. The Lessor represents and warrants that he is the (OWNER) of the property herein demised, and that he has full authority to enter into this lease. The Lessor covenants and warrants that if the Lessee shall pay the rental as herein provided and shall keep and perform the other covenants herein stated, the Lessee shall and may, peaceably and quietly have, hold and enjoy the use of the premises herein demised for the term of this lease.

7. Neither the Lessor nor the Lessee shall be bound by any agreement or representation, expressed or implied, not contained herein. This lease shall be deemed to have been accepted and its terms enforceable only upon the acceptance hereof by the Lessee at the place provided below. Following such acceptance, it shall inure to the benefit of and be binding upon the parties hereto and to their respective tenants, heirs, successors, personal representatives, executors, administrators, and assigns.

8. ADDITIONAL PROVISIONS. The provisions printed on the reverse hereof are hereby incorporated herein by specific reference thereto and constitute a part of this agreement.

FN 846 - 237025

Executed by Lessor in the presence of:
Paul McQuinn (Owner)
APPROVED: _____ (Tenant)
(If applicable)

ERWIN HIGLEY
(Print Lessor's Name)
By: Erwin Higley
(Signature)
Box 130
3221 HIGLEY RD. RT # 3
(Mailing Address)
OGDEN, WEBER, UTAH
(City, County, State)

Accepted by:
NATIONAL ADVERTISING COMPANY, LESSEE
By: _____

State of Utah,
County of Webster, ss.
On this 24th day of June, 1966 before me, JAMES R. BECKER
(Print Name of Notary)

the undersigned officer, personally appeared ERWIN HIGLEY known to me (or satisfactorily proven) to be the person whose name is subscribed to the above instrument, and being informed of the contents of said instrument, acknowledged that he or she voluntarily executed the same for the uses and purposes herein contained.

In witness whereof, I have hereunto set my hand and official seal.
James R. Becker
(Signature of Officer)
Notary
(Title of Officer)

My Commission Expires 12-29 1967

OF PROPOSED T-15 HWY. TH. S. 1/4 R. 2W. S. 1/4
300 FT. ON A SE 1/4 S. 1/4
PART 1200 FT. CURVE TH. 50' RT. W. S. 1/4 S. 1/4
TO BE DRN.

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9. In the event that the portion of the Lessee's property occupied by the Lessee's displays is to be improved by permanent construction or remodeling, as evidenced by a building permit, or the removal of such displays, the Lessee shall terminate this lease upon giving the Lessor or ninety (90) days written notice of termination, together with a copy of the building permit, and by registered mail to either the Lessee's Home Office or the Branch Office listed, and upon the Lessor's returning to the Lessee the rent previously paid for the unexpired portion of this lease beyond the termination date. The Lessee agrees to remove its displays within the 90 day period. If the Lessor does not commence the construction or remodeling within ninety (90) days after the displays have been removed, the Lessee may, at its option, restate this lease by written notice to the Lessor, and if so reinstated, the Lessor agrees to reimburse the Lessee for its reasonable expenses in the removing and replacing of the Lessee's displays on the Lessor's property.

10. If at any time the highway view of the Lessee's displays is obstructed or obscured, or the advertising value of the displays is impaired or diminished, or the use or installation of such displays is prevented or restricted by law or by the Lessee's inability to obtain any necessary permits or licenses, or if the Lessee is unable, for any period of ninety (90) consecutive days or more, to secure and maintain a suitable advertising contract for the displays, or if there occurs a diversion of traffic from, or a change in the direction of traffic on highways leading past the Lessee's displays, the Lessee may, at its option, terminate this lease by giving the Lessor fifteen (15) days written notice, and the Lessor agrees to refund to the Lessee the rent previously paid for the unexpired portion of this lease. If any of the conditions described in this paragraph shall at any time temporarily exist, then the Lessee may, at its option, instead of terminating this lease, be entitled to an abatement of rent payable hereunder during the period such conditions or any of them exist, and to the refund of any rent paid in advance for the period of such abatement.

11. All structures, displays and materials placed upon the said property by the Lessee shall be and remain the Lessee's property, and may be removed by the Lessee at any time prior to or within a reasonable time after the termination of this lease or any extension thereof. The Lessor agrees to allow the Lessee full access to the property occupied by the displays for the purpose of erecting, maintaining, changing or removing the displays at any time.

12. The Lessor agrees not to erect or permit any other party to erect any advertising displays or other advertising matter on any property owned or controlled by the Lessor within a radius of six hundred (600) feet of Lessee's displays, nor to permit any other obstruction to partially or completely obscure the normal highway view of said displays, and the Lessee is hereby authorized to remove any such other advertising display or other obstruction at its option.

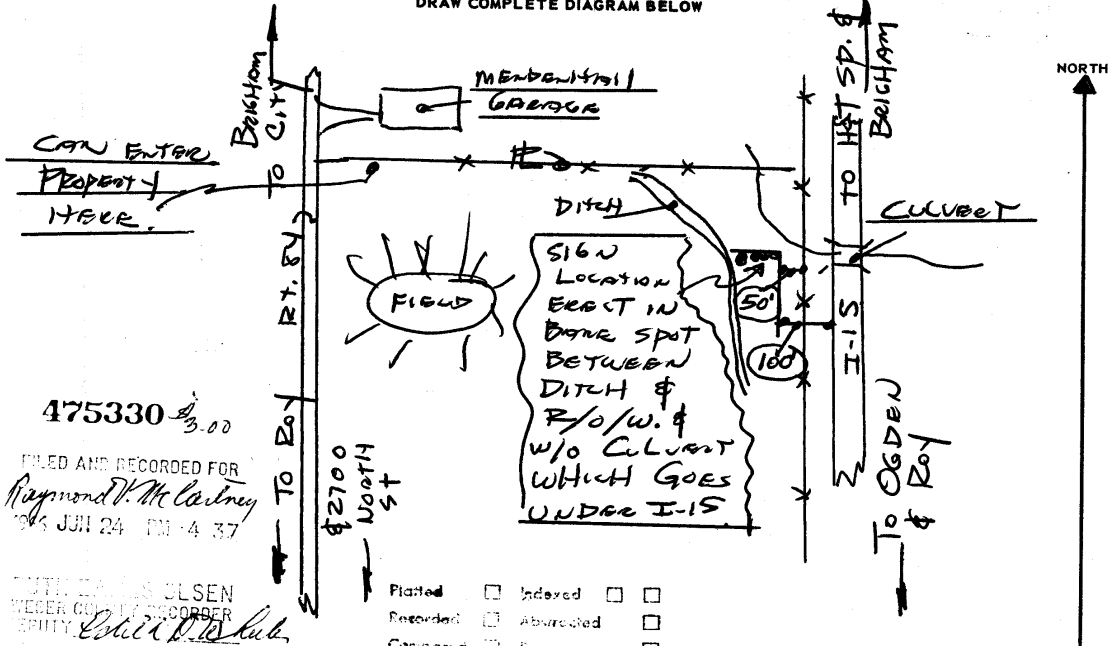
13. The Lessee agrees to save the Lessor harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessee's agents or employees in the construction, maintenance, repair, change or removal of the Lessee's displays on the property, and agrees to carry, at its own cost and expense, adequate public liability insurance covering any such contingency so long as this lease shall remain in effect. The Lessor agrees to save the Lessee harmless from any and all claims or demands on account of bodily injury or physical property damage caused by or resulting from any negligent or willful act of the Lessor.

ADVERTISER: AMV
CITY & STATE: _____
PROGRAM: _____ DF 6 POST
TYPE OF LEASE (check one) 10x40
 New Erect. Ren. Repl.
 Reloc. Avail. N. Erect
 N.P.O. Avail. Reloc.

Does Lessor Live on this Property? Yes No
App. or Permit No.: _____
If an Available, show P.O. Name, N.P.O., or Relocation show former
P.O. name HERE: _____
(CANCEL LEASE / DO NOT CANCEL LEASE)

_____ MILEAGE PANEL _____ FT. BELOW HWY. LEVEL _____ LOCATION STAKED _____ SIGN FACING _____

DRAW COMPLETE DIAGRAM BELOW



475330 3.00
FILED AND RECORDED FOR
Raymond V. Mc Carney
JUN 24 PM 4 37

WALTER S. OLSEN
REGISTERED RECORDER
JEFFREY Edith M. Olsen

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Consolidated Page

ERECTED BY: _____ DATE: _____