

0174  
RETURNED

E 886702 BK 1343 PG 665  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1990 MAR 30 10:46 AM FEE 8.00 DEP SMM  
REC'D FOR YOUNG ELECTRIC SIGN COMPANY

MAR 30 1990

SE-28-4N-1W

NOTICE OF INTEREST

FOR TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION,  
Young Electric Sign Company, by the undersigned, does hereby claim  
an interest in the following described real property pursuant to an  
Outdoor Ground Lease Agreement, dated March 27, 1987,  
all the terms of which agreement are incorporated herein by  
reference.

The legal description of the subject property, which is located  
in Davis County, State of Utah, is as follows:

LEGAL DESCRIPTION:

BEG ON W'LW LN OF A HWY AT APT 111.75 FT N & 762.77 FT E & N 24°50'25" W 319.8 FT & N 48°28'E 598.88 FT & S 41°32'E 75 FT FR THE S1/4 COR OF SEC 28; T4N-R1W; S LM: & RUN TH S 41°32'E 25 FT ALG SD HWY TH S 48°28'W 589.2 FT, MOL, TO THE E'LW NO-ACCESS LN OF A HWY; TH N 24°49'W 67.6 FT & N 43°13'50" W 35.3 FT ALG SD HWY; TH N 48°28'E 454.9 FT, MOL, TH S 41°32'E 75 FT; TH N 48°28'E 116 FT TO THE POB.  
CONT. 1.166 ACRES

~~REMAINDER OF~~ 11-064-0057

DATED this 23rd day of Mar, 1990.

YOUNG ELECTRIC SIGN COMPANY

By:

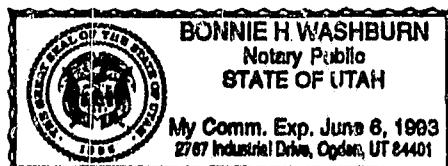
Brent R. Page

—RECORDED'S MEMO—  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED

STATE OF Utah )  
: ss.  
COUNTY OF Weber )

On the 23rd day of Mar, 1990, personally appeared  
before me BRENT R. Page who did declare that he is the  
Sales Manager of Young Electric Sign Company,  
Ogden Division, and that he was properly authorized to,  
and did execute the foregoing instrument on its behalf.

DATED this 23rd day of Mar, 1990.



My Commission Expires:

Bonnie H. Washburn  
NOTARY PUBLIC  
Residing in \_\_\_\_\_ County  
State of \_\_\_\_\_

# OUTDOOR GROUND LEASE

E# 285702 BK 1343 PG 666

YESCO YOUNG ELECTRIC SIGN COMPANY

— RECORDER'S MEMO —  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN RECEIVED

Location No. 20174

Begin Payment \_\_\_\_\_ (Date)

End Payment \_\_\_\_\_ (Date)

D.K.G EQUITY A UTAH LIMITED PARTNERSHIP, "Lessor," of # 9 Painters Professional Plaza/5523 So. 1900

(Name)

(Street Address)

City of Roy, County of Weber, State of Utah, Zip 84067

In consideration of the covenants herein, hereby grants to Young Electric Sign Company, "Lessee," the exclusive right to use and occupy the "premises" located at 838 So. Main Street, in the City of Layton, County of Davis, State of Utah; the legal description of which is: See Legal description attached

Said grant is made for the purpose of allowing Lessee to erect and maintain thereon outdoor advertising structures, displays and devices ("the sign"), including necessary equipment, for a period of ten years from the date hereof. As rental for the premises, easements and rights herein provided, Lessee shall pay to Lessor the sum of Ten Dollars (\$10.00) for the time period from the date of commencement of this lease to the first day of the first month following erection of the sign, and the sum of \$ 1,000.00 per year thereafter during the time that Lessee's sign permanently occupies the premises, for the full term of this lease and any extensions thereof. Rental shall be paid to Lessor in (annual) (semi-annual) (quarterly) (monthly) payments of \$ 1,000.00 each, in advance. Lessee has an option to extend this lease for an additional ten year period on the same terms and conditions, which may be exercised upon written notice to Lessor at least sixty (60) days prior to the expiration of the initial ten year term. This lease shall automatically extend for successive terms of one (1) year each from the expiration of the initial or extended term, until terminated (only at the anniversary date) by either party upon written notice given to the other party at least sixty (60) days prior.

It is further agreed:

A. Although signed by a salesperson of Lessee, this agreement shall not be binding upon Lessee for any purpose until the same is executed by an executive officer or another authorized agent of Lessee. When this agreement is fully executed, the undersigned, for the respective parties, represent and warrant that they are duly authorized to execute this agreement in either their individual or representative capacity as indicated, and that this agreement is enforceable according to its terms. Lessor will give Lessee written notice of any change in ownership of the premises and/or assignment of this agreement, and Lessor's obligations hereunder shall run with the land and bind Lessor's successors in interest, if any. Lessor warrants that he has good title to the premises and that Lessee will not be disturbed in its occupancy or quiet enjoyment of the premises during the term of this agreement.

B. In the event the site actually occupied by the sign is to be improved by the erection thereon of a permanent building, Lessor may cancel this agreement by refunding to Lessee all unearned prepaid rental and by giving ninety (90) days written notice of said intention to build; PROVIDED, however, that if construction has not commenced within the referenced ninety (90) days, this lease shall continue in effect and Lessee shall be required only to vacate the premises in sufficient time so as not to materially obstruct building operations. In the event the sign is removed pursuant to notice specified in this paragraph, but the proposed building is not erected, this agreement shall continue in force for the term (or renewal thereof) herein specified, and Lessor shall reimburse Lessee for all expenses of removal and reinstallation of the sign. In the event the premises continues to have advertising value after the completion of the building, then this agreement may (at the option of and upon written notice by Lessee) continue in effect and the sign may be relocated on the premises to a place of Lessee's choice.

C. Lessee may terminate this agreement by giving thirty (30) days written notice to Lessor if the advertising value of the premises is diminished by any of the following events: (1) the enactment and/or enforcement of any law, statute, ordinance, rule, regulation or restriction which may prevent or interfere with erection and/or maintenance of Lessee's sign; (2) if, in the opinion of Lessee, the sign becomes entirely or partially obstructed for any reason, regardless of fault; (3) diversion of traffic for any reason. Lessor shall not obstruct or permit anyone else to obstruct the subject sign in any manner whatsoever.

D. The sign and the associated permits are and shall remain the property of Lessee, and Lessee may remove same from the premises at any time. In the event this agreement is terminated before the expiration of its term (or renewal hereof) Lessor shall refund to Lessee all unearned prepaid rental.

E. For a period of five years subsequent to the date of termination of this agreement, Lessor shall not lease the premises for advertising purposes to any party except Lessee. In the event that Lessor, during the term of this agreement, receives a bona fide offer to purchase the premises which Lessor desires to accept, Lessor shall, in writing, forthwith offer the property on which the sign is located, to Lessee on the same terms and conditions, and Lessee, if so elected shall thereafter have thirty (30) days in which to finalize with Lessor an agreement to purchase. Both Lessor and Lessee clearly understand that neither is bound by any warranties, representations, covenants, or agreements except as specifically set forth herein. This Lease agreement is binding on successors, heirs and assigns of the parties.

F. Lessee shall have free access to the sign site for installing, servicing and removing the sign, and for all associated purposes. Also, Lessee may illuminate the sign, and Lessor shall grant the necessary rights and easements, and otherwise execute such additional documents as may be thus necessary or desirable. Lessee may trim, cut or remove any shrubs or trees it deems necessary in order to maintain its sign and/or the sign's effectiveness. Lessee shall obtain all licenses and permits required and shall pay all fees caused by Lessee's use of the premises. Lessee shall hold Lessor harmless from damages to persons or property by reason of accidents resulting from the negligence or willful acts of its agents and employees in the erection, maintenance, repair or removal of the sign. If legal action is initiated by either party to enforce the provisions herein, the prevailing party shall recover its costs, including a reasonable attorney's fee, from the defaulting party. This agreement constitutes the entire agreement between the parties and will not be modified or amended except in writing and signed by the parties hereto.

G. Special Provisions:

\*\* \$ 3,000.00 for the 1st year and \$ 1,000.00 for the next nine (9) years.

Lessor's Name D.K.G. Equity A Utah Limited Partnership

Salesperson B. L. Draper

By General Partner  
(Signature) \_\_\_\_\_ (Title) \_\_\_\_\_

Accepted for:

YOUNG ELECTRIC SIGN COMPANY

By

Date Mar. 17, 1987

Mailing Address. (DK-G ADDRESS ABOVE)

City Roy, State Utah, Zip 84067

(Title)

(Date)

ADDENDUM # 1

EF 886702 BK 1343 PG 667

The following changes apply:

1. First paragraph, second sentence, after the word, "following erection of the sign" add: "or six months whichever is less".
2. Add paragraph G to read: "Lessee shall not allow any advertising on said sign tha competes directly with Safe Sute Storage. This is specifically intended to exclude advertising of other mini warehouses and self-service storage facilities.
3. Add paragraph "H" to read: "Lessee shall relocate the existing "SAFE SITE STORAGE" sign currently leased from YESCO to another location acceptable to Mr. Kenneth Lovell, a General Partner, and in compliance with Local State, and Federal regulations at no expence to the lessor, if after the Billboard is insalled Mr. Kenneth Lovell finds that the YESCO'S billboard is obstructing the view of. the SAFE SITE STORAGE sign.

*Alay J. Lovell*

Mar. 17, 1987