

THOMAS G. BECKER
515 S. MAIN #1600
SLC, UT 84144

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DOUG CROFTS
WEBER COUNTY RECORDER
DEPUTY *J. L. ...*

APR 17 4 27 PM '85

RIGHT-OF-WAY AND EASEMENT AGREEMENT

W-13041

FILED AND RECORDED FOR *Utah Title*

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT is made and entered into as of April 17, 1985 by and between Nancy Crandall Tullis, LaRue Tullis Hansen, James Earl Tullis, Susan Kay Tullis, Darrell Mark Tullis, Erin Leigh Tullis, Lisa Ann Tullis, and Rebecca Lynn Tullis* ("Grantor") and LCD Properties ("Grantee").

* Riverdale Drive-In Theatre

WITNESSETH:

WHEREAS, Grantor is the owner of certain real property located in Weber County, more particularly described in Exhibit A hereto as Parcel 1 ("Grantor's "Property"), which includes that certain real property more particularly described in Exhibit A hereto as Parcel 1A (the "Easement Property");

WHEREAS, Grantee has agreed to purchase certain real property located in Weber County adjacent to Grantor's property more particularly described in Exhibit B hereto (the "Benefitted Property") which is beneficially owned by Grantor; and

WHEREAS, Grantee requires as a condition to Grantee's purchase that Grantor grant a right-of-way and an easement to facilitate Grantee's proposed development on the Benefitted Property as provided herein;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee, its successors and assigns in the ownership, occupancy and use of the Benefitted Property, a non-exclusive right-of-way and easement over and across the Easement Property of such Grantor to lay, maintain, operate, repair, inspect, protect, remove and replace pipes, lines, valves and other equipment and facilities for a sanitary sewer line and a storm sewer line ("Utilities"). Grantee shall have the right of ingress and egress to and from this right-of-way and easement to lay, maintain, operate, repair, inspect, protect, remove and replace the Utilities. During temporary periods, Grantee may make incidental use of such portions of Grantor's Property along and immediately adjacent to the Easement Property as may be reasonably

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02-106-0002-0007

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FILED AND RECORDED FOR
SEP 19 1 05 PM '85

Re-recorded to add the signature of Riverdale Drive-in theatre

PLATTED VERIFIED
ENTERED MICROFILMED

necessary in connection with the construction, maintenance, repair, removal or replacement of the Utilities, to the extent that any such incidental use can be accomplished without causing injury to any improvements located on the Grantor's Property.

2. Grantor agrees not to build or construct nor permit to be built or constructed any permanent building or other improvement over or across the Easement Property nor change the contour thereof without giving prior written notice to Grantee.

3. Grantee shall be solely responsible for all costs and expenses associated with the exercise of its rights hereunder for such time as Grantee shall be the only user of the Utilities. In the event the surface of the Easement Property is disturbed by Grantee pursuant hereto, Grantee agrees to reasonably restore such surface to its existing condition prior thereto.

4. Subject to the terms and conditions contained herein, Grantee hereby grants to each Grantor, its successors and assigns a non-exclusive right, at such Grantor's sole expense, to tie-in to the Utilities, when and if such are constructed, at any point in the Easement Property. Grantor shall pay, and Grantee shall not be responsible for, all costs associated with such tie-in, including without limitation those for excavation, alteration of the pipe and all joints and valves, and the repair and maintenance thereof. Grantee agrees to design and construct the Utilities such that Grantor may lawfully discharge water and sewage into the Utilities assuming that Grantor's Property was zoned such that Grantor's Property had the highest possible usage requirements, using the standards and assumptions in respect of sewage disposal requirements employed in the Waste Water Disposal Regulations of the Division of Health, Department of Social Services of the State of Utah existing on the date the Utilities are constructed.

5. Once the Utilities are utilized to benefit the Grantor's Property, any costs of maintenance, repair and replacement of the shared Utilities shall be borne by the owners of Grantor's Property and the Benefitted Property in accordance with their proportionate use thereof.

6. This Right-of-Way and Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective grantees, transferees, successors and assigns, and shall be deemed to run with the land in perpetuity in favor of the Benefitted Property, and as a burden upon the Easement Property.

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~~BOOK 1466 PAGE 147~~

7. Grantor may, at its expense, require Grantee to relocate the Utilities elsewhere on Grantor's Properties upon 60 days' written notice.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Way and Easement Agreement as of the day and year first above written.

GRANTOR:

Nancy Crandall Tullis
Nancy Crandall Tullis

LaRue Tullis Hansen
LaRue Tullis Hansen

James Earl Tullis
James Earl Tullis

Susan Kay Tullis
Susan Kay Tullis

Darrell Mark Tullis
Darrell Mark Tullis

Erin Leigh Tullis
Erin Leigh Tullis

Lisa Ann Tullis
Lisa Ann Tullis

Rebecca Lynn Tullis
Rebecca Lynn Tullis

GRANTEE:

LCD PROPERTIES, A Utah General Partnership

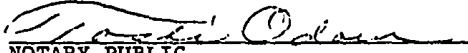
By Lowell L. Leishman
Lowell L. Leishman, a General Partner

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

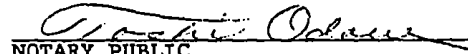
On the 17th day of April, 1985, personally appeared before me Lowell J. Leishman, who, being by me duly sworn, did say that he is the Managing Partner of LCD Properties, a Utah general partnership, and that the foregoing instrument was signed on behalf of said partnership by a resolution of its partners, and said Lowell J. Leishman acknowledged to me that said partnership executed the same.


NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

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

On this 17th day of April, 1985, personally appeared before me Nancy Crandall Tullis, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.


NOTARY PUBLIC
Residing at: Salt Lake City, Utah

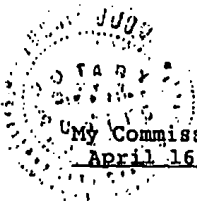
My Commission Expires:
April 16, 1989

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80061466-149

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

On this 17th day of April, 1985, personally appeared before me LaRue Tullis Hansen, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



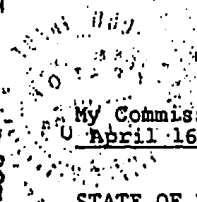
Thomas Odaw
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

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

On this 17th day of April, 1985, personally appeared before me James Earl Tullis, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

DUPLICATE PAGE 158
DUPLICATE PAGE 159
DUPLICATE PAGE 160

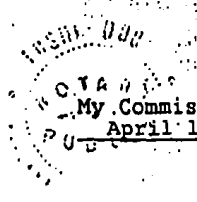


Thomas Odaw
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

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

On this 17th day of April, 1985, personally appeared before me Susan Kay Tullis, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.

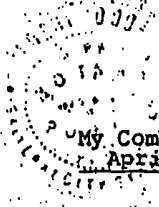


Thomas Odaw
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

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

On this 17th day of April, 1985, personally appeared before me Darrell Mark Tullis, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



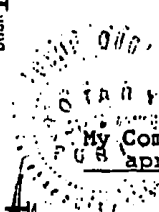
Darrell Mark Tullis
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

BOOK 1475 PAGE 2151

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

On this 17th day of April, 1985, personally appeared before me Erin Leigh Tullis, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



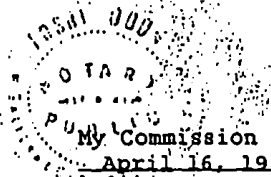
Darrell Mark Tullis
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

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

On this 17th day of April, 1985, personally appeared before me Lisa Ann Tullis, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



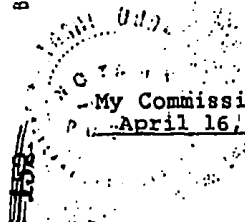
Lisa Ann Tullis
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

BUCK 1475 #52152

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

On this 17th day of April, 1985, personally appeared before me Rebecca Lynn Tullis, the signer of the foregoing instrument, who duly acknowledged to me that she executed the same.



Lisa Ann Tullis
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

My Commission Expires:
April 16, 1989

BUCK 1466 #52152

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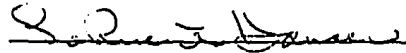
The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

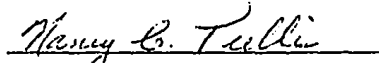
In witness whereof, the grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers this 19th day of September A.D., 19 85

Attest:

RIVERDALE DRIVE-IN THEATRE

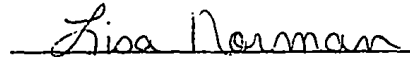
By


LaRue T. Hansen Secretary

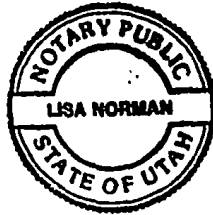

Nancy C. Tullis President

STATE OF UTAH
COUNTY OF Weber

On the 19th day of September 1985 ,A.D., personally appeared before me Nancy C. Tullis and LaRue T. Hansen who being by me duly sworn, did say, each for himself, that she, the said Nancy C. Tullis is the president, and she, the said LaRue T. Hansen is the secretary of Riverdale Drive-in Theatre , 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 Nancy C. Tullis and LaRue T. Hansen each duly acknowledge to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.


Notary Public

My Commission Expires:
September 18, 1988



Residing at: Syracuse, Utah

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EXHIBIT "A"

PARCEL 1:

Part of the Southwest Quarter of the Northeast Quarter of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey: Beginning at the Southwest corner of said Quarter Section, running thence East 660 feet, running thence North 20 chains; thence West to Southeasterly line of the State Highway at a point opposite Engineers Station 45+72.1; thence Southwesterly 326 feet in a straight line at a point of tangency with a 200 foot radius curve to the right; thence Southwesterly along said curve 72 feet; thence South 70°55' West 100 feet, more or less, to Quarter Section line; thence South to a point 840.4 feet North from the Southwest corner of said Section; thence South 80°10' East 217.69 feet; thence South 9°50' West 65 feet; thence North 80°10' West 206.65 feet; thence South 774.4 feet to point of beginning.

PARCEL 1A:

The Easement Property

A 20.0 foot permanent easement 10.0 feet either side of the following described Centerline, along with a 50.0 foot temporary construction easement 25.0 feet either side of the same Centerline:

Beginning at a point North 89°46' East 660.00 feet and North 0°16' East 162.00 feet from the Center of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence South 89°46' West 568.92 feet; thence North 3°45'08" East 334.23 feet; thence North 86°14'52" West 150.00 feet.

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~~Beginning at a point North 89°46' East 660.00 feet and North 0°16' East 162.00 feet from the Center of Section 13, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey; running thence South 89°46' West 568.92 feet; thence North 3°45'08" East 334.23 feet; thence North 86°14'52" West 150.00 feet.~~

EXHIBIT B

A part of the North half of Section 13, Township 5 North, Range 2 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point 213.56 feet North 0°16' East along the Quarter Section line and 56.13 feet West from the center of said Section 13; and running thence South 80°58'21" West 208.72 feet to the projection of an existing boundary line fence; thence North 58°45'10" West 277.08 feet and North 58°53'05" West 177.59 feet along an existing boundary line fence and said fence line projected; thence North 6°00'28" West 79.87 feet to a point of curvature; thence Northwesterly along the arc of a 36.88 foot radius curve to the left a distance of 30.22 feet (Central Angle = 46°57'16" and Long Chord bears North 29°29'06" West 29.38 feet) to a point of tangency; thence North 52°57'44" West 54.55 feet to a point on the Southeasterly line of the State Highway Frontage Road; thence Northeasterly along the arc of a 1095.92 foot radius curve to the right a distance of 530.66 feet (Central Angle = 27°44'35" and Long Chord bears North 47°52'01" East 525.49 feet); and North 74°41'01" East 358.47 feet along said Southeasterly line of the State Highway Frontage Road; thence South 0°06'14" West 231.66 feet; thence South 19°30'59" West 95.65 feet; thence South 7°25'19" West 172.77 feet; thence South 3°45'08" West 295.33 feet to the point of beginning.

Contains 8.965 Acres or 390,513 Square Feet

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