


MARY LOUISE NICHOLSON
COUNTY CLERK

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (this "Agreement") is executed as of this 26TH day of October 2022, by and between SANDCAP DAVIS N-TARRANT, LLC, a Texas limited liability company ("Sandcap"), and REMEMBER THE ALAMO NRH, LLC, a Texas limited liability company ("Theater Owner").

RECITALS:

A. Sandcap is the owner of certain real property comprised of five separate lots, known as Lot 2R3R1, Lot 2R4R, Lot 2R5R, Lot 2R6R, and Lot 2R7R, Block 1, Davis-North Tarrant Parkway Addition, North Richland Hills, Tarrant County, Texas, and legally described on Exhibit A (collectively, the "Sandcap Tracts").

B. Theater Owner is the owner of certain real property known as Lot 2R8R, Block 1, Davis-North Tarrant Parkway Addition, North Richland Hills, Tarrant County, Texas, and legally described on Exhibit B (the "Theater Tract").

C. Sandcap may transfer fee simple title to one or all of the Sandcap Tracts for the construction and operation thereon of commercial and retail buildings and related improvements or other uses, and prior to doing so, desires to establish the easement hereinafter set forth.

D. Sandcap and Theater Owner acknowledge that it would be mutually beneficial to both the Theater Tract and the Sandcap Tracts to establish an easement upon, over, through and across one of the Sandcap Tracts for a monument sign and for the ability to install and maintain sign panels on the multi-tenant sign benefiting the Theater Tract and the Sandcap Tracts as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sandcap and Theater Owner agree as follows:

1. Grant of Easement. Sandcap hereby grants and establishes a sign easement (the "Sign Easement") over, across, and through that portion of Lot 2R7R (the "Sandcap Easement Tract") as more particularly described and/or depicted on Exhibit C attached hereto (the "Easement Area") for the purpose of installing, placing and repairing sign panels on a multi-tenant monument sign (the "Signage Facilities"), together with reasonable rights of ingress and egress in, upon, over, and across the Sandcap Easement Tract and from any dedicated public right of way, street, or thoroughfare. The Sign Easement will be used solely to permit the Theater Owner to install, place, maintain, repair or replace sign panels on the Signage Facilities; provided, the Theater Owner or tenant of the Theater Tract shall have the exclusive right to install its sign on the top panel of the Signage Facilities (subject to the other terms hereof), and the owner or tenant of each of the other Sandcap Tracts shall have the right to install its sign panel on the Signage Facilities in accordance with this Agreement, as generally depicted on Exhibit D attached hereto (it being understood that such exhibit is a depiction of the Signage Facilities to be constructed on the Sandcap Easement Tract, and shall not operate as a restriction on the sign panels installed thereon).

2. Covenants. Theater Owner agrees to repair any damage caused to the Sandcap Easement Tract that is a result of the acts of Theater Owner or its contractors in building, maintaining, repairing or removing any sign panels. In the exercise of such rights, Theater Owner shall use reasonable efforts to minimize the extent reasonably practicable any damage to or interference with the use and enjoyment of any business conducted on the Sandcap Easement Tract. Theater Owner agrees to not block any driveway access on the Sandcap Easement Tract and to only park in the area closest to the Signage Facilities in order to perform repairs and/or maintenance of or on the Signage Facilities. Theater Owner shall not place any sign panels on the Signage Facilities without the prior written consent of the owner of the Sandcap Easement Tract, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, in the event the owner of the Sandcap Easement Tract does not approve or reject the proposed sign panel within fourteen (14) days after receipt of request for written consent, such sign panel shall be deemed approved if said proposed sign panel otherwise complies with the terms of this Agreement. All sign panels shall comply with any applicable, state, federal, and local laws.

3. Development of Sandcap Easement Tract. Sandcap shall have the right to construct, alter, demolish, and reconstruct buildings and other improvements on the Sandcap Easement Tract from time to time without the consent of, or notification to, Theater Owner, except such construction, alteration, demolition, and reconstruction shall not materially interfere with the rights to the Sign Easement. Sandcap hereby reserves for itself the full and unrestricted right to use the Easement Area for any purposes whatsoever, including, without limitation, the right to grant utility easements (by plat or otherwise) and the installation, repair, and maintenance of underground utilities across and under the Easement Area, so long as the easement and rights granted herein to Theater Owner are not materially and adversely impacted by exercise of such rights.

4. Duration of Easement. The Sign Easement shall be for a term commencing with the date hereof and continuing perpetually (the "Term"); provided, however, for so long as Sandcap owns one or more of the Sandcap Tracts, then in the event Theater Owner or tenant of the Theater Tract ceases to operate a first-run movie theater for a period of two (2) years, Sandcap shall have the right to terminate this Agreement. Theater Owner agrees upon the expiration date or sooner termination of this Agreement, upon Sandcap's request, to remove the Sign and restore any damage to the Sandcap Easement Tract at Theater Owner's expense.

5. Construction. The Signage Facilities shall be initially constructed as depicted on Exhibit D by Theater Owner, at its sole cost and in compliance with all applicable laws, in the northeast corner of the Sandcap Easement Tract, identified on Exhibit C. Theater Owner shall commence construction of the Signage Facilities within ninety (90) days after receipt of all permits. The construction of the Signage Facilities shall be performed in a good and workmanlike manner, free and clear of mechanics' and materialmen's liens, and in accordance with any and all applicable federal, state and local laws, statutes, ordinances, rules, requirements and regulations, and orders of any and all governmental authorities having jurisdiction.

6. Maintenance. Theater Owner, or its successors and assigns, shall maintain and repair all Signage Facilities located on the Sandcap Easement Tract in good and functioning order and first-class condition for the duration of the Term, including, without limitation, repairing or replacing any damaged portions of the Signage Facilities and replacing any lightbulbs, florescent or

neon tubes or other illumination devices. Sandcap may, at its option, grant to the owner or tenant of any of the Sandcap Tracts the right to install its sign on the Signage Facilities in accordance with this Agreement, and if so, such other users shall then share on a proportionate basis thereafter the costs of maintenance and repair of the Signage Facilities. Such owners or tenants, as applicable, shall reimburse Theater Owner such maintenance and repairs and any electrical costs for the Signage Facilities on a pro-rata basis. The invoices submitted to such parties shall be paid within 10 days after the date of receipt of a statement therefor, which statement shall specify the details of the maintenance performed and the cost thereof. Any additional expenses incurred by Sandcap (or the owner of the Sandcap Easement Tract) relating to the Sign Facilities (including without limitation any increase in taxes, costs for utilities, and/or insurance incurred by Sandcap) shall be reimbursed by Theater Owner upon receipt of written demand by Sandcap. All such work shall be performed in a good and workmanlike manner with reasonable prior notice to Sandcap (or the owner of the Sandcap Easement Tract). If any repairs required to be made by Theater Owner hereunder are not made within ten (10) days after written notice delivered to Theater Owner by Sandcap (or the owner of the Sandcap Easement Tract), Sandcap may at its option make such repairs, and Theater Owner shall reimburse Sandcap for such repairs; provided, however, if the failure to perform such repairs creates a hazardous condition, the failure must be cured immediately upon notice.

7. Easement Running With the Land; No Personal Liability. The Sign Easement and covenants contained in this Agreement constitute covenants running with the land, which shall bind and inure to the benefit of Sandcap, Theater Owner, and each successive owner of a fee simple interest in any of the real property covered hereby. The obligations described herein shall not be personal obligations of Theater Owner or Sandcap, but shall be obligations of the owners of the Theater Tract and the Sandcap Tracts from time to time; and upon the conveyance of the Theater Tract or the Sandcap Tracts, Theater Owner or Sandcap, as the case may be, shall be released from all obligations hereunder.

8. Miscellaneous.

- (a) Amendment. This Agreement may be amended only by a written amendment recorded in the real property records and executed by Theater Owner and Sandcap (or the then-current owners of the Theater Tract and the Sandcap Tracts).
- (b) Enforcement. Sandcap, Theater Owner, and their respective heirs, successors, and assigns, shall comply strictly with the provisions of this Agreement. Failure to comply with any of the terms of this Agreement shall give rise to a cause of action to recover sums due for damages or injunctive relief or both, maintainable by Theater Owner or Sandcap. The failure to enforce any provision of this Agreement at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provision of this Agreement.
- (c) Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof.

- (d) Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
- (e) No Public Dedication. This is a private agreement and does not establish or contemplate any dedication of any property or other rights or privileges to the public or any governmental entity.
- (f) Entire Agreement. This Agreement embodies the complete agreement between the parties hereto and cannot be varied or terminated except by the written agreement between Theater Owner and Sandcap.

IN WITNESS WHEREOF, Sandcap and Theater Owner have executed this Agreement as of the date first above written.

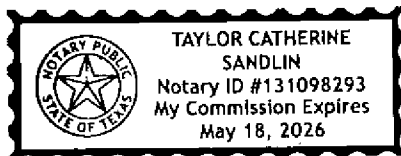
SANDCAP:

SANDCAP DAVIS N-TARRANT, LLC,
a Texas limited liability company

By: William A. Sandlin
Name: William A. Sandlin
Title: Manager

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on Oct. 26, 2022, by William A. Sandlin, Manager, Sandcap Davis N-Tarrant LLC, on behalf of such limited liability company.



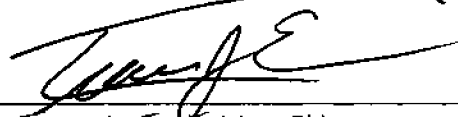
Taylor Sandlin
Notary Public, State of Texas
Taylor Sandlin
(printed name)

My Commission Expires:

May 18, 2026


THEATER OWNER:

REMEMBER THE ALAMO NRH, LLC,
a Texas limited liability company

By: 
Name: TRAVIS J. ENGLISH
Title: PRESIDENT

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

This instrument was acknowledged before me on OCTOBER 26, 2022, by Travis English, President of Remember the Alamo NRH, LLC, a Texas limited liability company, on behalf of such limited liability company.


Notary Public, State of Texas
TAMMY R. KAZMIERSKI
(printed name)

My Commission Expires: 2/15/2026

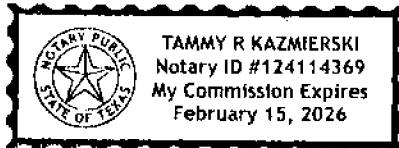


EXHIBIT A**Sandcap Tracts**

Being Lot 2R3R1, Lot 2R4R, Lot 2R5R, Lot 2R6R, and Lot 2R7R, Block 1 of Davis-North Tarrant Parkway Addition, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the plat thereof recorded in Document D216263437, Plat Records, Tarrant County, Texas.

EXHIBIT B**Theater Owner Tract**

Being Lot 2R8R, Block 1 of Davis-North Tarrant Parkway Addition, an Addition to the City of North Richland Hills, Tarrant County, Texas, according to the plat thereof recorded in Document D216263437, Plat Records, Tarrant County, Texas.

Depiction of Sign Easement Area



Signage Facilities

signs manufacturing (214) 339-2227 (817) 861-1234
Corporate (972) 850-3300 fax: (214) 339-9987

RCD Investments Representative:
Michael Carlton TX

120 in
80 in

144 in
116 in

B&B THEATRES

12 in

78 in

24 in
21 in

B&B THEATRES

Need 120v, 20 amp
dedicated electrical
circuit(s) (by others)

Stone Mabony T.B.D.

Cabinet Color: Bronze

Top Cap: Dark Brown
PMS 4625 C

3M Gold Nuggets Vinyl

10" Solid Walnut Top

ART - RCD Theatre Sign v3 - Stan.h

THIS IS A PRELIMINARY DRAWING. SOME DETAILS MAY BE MODIFIED IN PRODUCTION.

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Customer Approval _____