

E# 2935223 PG 1 OF 18 Leann H. Kilts, WEBER COUNTY RECORDER 09-Aug-18 0425 PM FEE \$47.00 DE FEE \$47.00 DEP JC REC FOR: FIRST AMERICAN TITLE-NCS-SLC1 ELECTRONICALLY RECORDED

AFTER RECORDING, RETURN TO: Uintah Springs Business Park LLC 14572 South 790 West, Unit A100 Bluffdale, Utah 84065

PYLON SIGN AGREEMENT

THIS PYLON SIGN AGREEMENT (the "Agreement") is made this 2018, by and between Uintah Springs Business Park LLC, a Utah limited liability company ("USBP"), Wadsworth Uintah BK, LLC, a Utah limited liability company ("Wadsworth BK"), and Wadsworth Uintah SBUX, LLC, a Utah limited liability company ("Wadsworth SBUX" and together with Wadsworth BK, "Wadsworth"). Each of the foregoing, and any successor or assign of each of the foregoing, are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- USBP is the developer of a commercial business park located in Uintah City, Utah, known as the Uintah Springs Business Park (the "Project"), and is the owner of Lots 6, 7, 8 and 9 in Phase 2 of the Project, which are more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "USBP Property").
- Wadsworth BK is the owner of Lot 4 in Phase 2 of the Project, which is more В. particularly described in Exhibit B attached hereto and incorporated herein by reference (the "Wadsworth BK Property").
- Wadsworth SBUX is the owner of Lot 5 in Phase 2 of the Project, which is more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Wadsworth SBUX Property" and together with the Wadsworth BK Property, the "Wadsworth Properties").
- Wadsworth desires to construct a Pylon Sign (as defined below) on a portion of D. Lot 7, which area is more particularly described in Exhibit D attached hereto and incorporated herein by reference (the "Sign Easement Property").
- USBP desires to grant the owner(s) of the Wadsworth Properties a perpetual right to use and occupy the Pylon Sign to be located on the Sign Easement Property on the terms of this Agreement.
- USBP desires to have the right to utilize space on the Pylon Sign on the terms of F. this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Grant of Easement.

- a. <u>Sign Easement Property Easement</u>. USBP hereby grants, conveys and warrants to Wadsworth BK and Wadsworth SBUX, and each of their successors and assigns who are the record owner(s) of the Wadsworth Properties, a perpetual exclusive easement on the Sign Easement Property for the construction, operation and maintenance of the Pylon Sign. Such easement shall be forever appurtenant to the Wadsworth Properties, for the use and benefit of record owner(s) of the Wadsworth Properties, and shall run with the land and shall forever burden Lot 7. USBP reserves the right, on behalf of USBP, and its successors and assigns who are record owners of one or more Lots in the Project, the rights granted to the record owner(s) of the Wadsworth Properties in this Section.
- b. Access Rights and Use Easement. USBP hereby grants, conveys and warrants to each of Wadsworth, their successors and assigns who are the record owner(s) of the Wadsworth Properties, a perpetual non-exclusive easement and right-of-way for ingress and egress over and across that portion of Lot 7 more particularly described on Exhibit E attached hereto and incorporated herein by reference (the "Pylon Sign Access Easement Area") for the purpose of accessing, constructing, installing, repairing and maintaining the Pylon Sign, including, without limitation, the right to install underground electrical lines and other underground improvements required to operate and maintain the Pylon Sign. Such easement shall be forever appurtenant to the Wadsworth Properties, for the use and benefit of the record owner(s) of the Wadsworth Properties, and shall run with the land and shall forever burden Lot 7. USBP reserves the right, on behalf of USBP, and its successors and assigns who are record owners of one or more Lots in the Project, the rights granted to the record owner(s) of the Wadsworth Properties in this Section.
- 2. Wadsworth BK's Manufacture and Installation of Pylon Sign. Wadsworth BK agrees to purchase and install, at Wadsworth BK's sole cost and expense, a pylon sign on Lot 7 based on the design and specifications set forth in Exhibit F attached hereto and incorporated herein by reference (the "Pylon Sign"). After Wadsworth BK's installation of the Pylon Sign, Wadsworth BK shall provide Wadsworth SBUX and USBP evidence of the cost of the Pylon Sign, which shall include payment for all electrical costs, including transformers, underground conduits, labor costs and other costs associated with the manufacturing and installation of the Pylon Sign (the "Sign Costs"). In addition, Wadsworth BK shall convey its right, title and interest in the Pylon Sign to USBP in consideration of \$1.00 and the obligation to manage the maintenance of the Pylon Sign after installation; provided, however, the rights of Wadsworth BK, its successors and assigns, to install Sign Panels shall otherwise remain as provided for herein. Such ownership transfer shall be evidenced by a Bill of Sale executed by Wadsworth BK.
- 3. <u>Wadsworth SBUX's and USBP's Right to Use</u>. Wadsworth BK, its successors and assigns, reserve the right to the top Sign Panel on the Pylon Sign, and grant to (i) Wadsworth SBUX the perpetual right to place one additional sign panel on the Pylon Sign as agreed upon by

Wadsworth BK and Wadsworth SBUX and (ii) USBP the perpetual right to place up to six (6) additional sign panels on the Pylon Sign, all as generally depicted on Exhibit F (each, a "Sign Panel"). Each of Wadsworth SBUX and USBP shall pay Wadsworth BK, its successors and assigns, a one-time sign usage fee for each Sign Panel equal to the number of square feet in the Sign Panel divided by the aggregate number of square feet in all Sign Panels (the "Panel Fee"). For example, if the Sign Costs are \$150,000, and the aggregate number of square feet of the Sign Panels is 325, and the number of square feet of the proposed USBP Sign Panel is 30, then the first USBP Panel Fee would be \$12,675 (8.45% of the Sign Costs). The Panel Fee is exclusive of the cost to manufacture and install the Sign Panel, which shall be paid by either Wadsworth SBUX or USBP.

4. <u>Maintenance and Repair</u>.

- Allocation of Costs. Provided that Wadsworth BK and Wadsworth SBUX convey their right, title and interest in the Pylon Sign to USBP, USBP, its successors or assigns, shall maintain the Pylon Sign in good order, condition and repair. Each of Wadsworth and USBP, if USBP elects to install any USBP Sign Panels on the Pylon Sign, shall pay their Allocable Share (as defined below) of the Actual Costs (as defined below) of the maintenance, repair and replacement of the Pylon Sign and utilities for the Pylon Sign. For purposes of this Agreement, (a) "Actual Costs" mean all verifiable third-party costs associated with the maintenance, repair, replacement of, and utilities and insurance for, the Pylon Sign (but not the Sign Panels); Actual Costs shall not include the cost of manufacturing the Sign Panels, repairing any Sign Panels, or any management or overhead fees; and (b) "Allocable Share" means that part of the maintenance, repair and utility costs multiplied by a fraction, the numerator of which shall be the area of the Sign Panels for Wadsworth BK, Wadsworth SBUX or USBP, and the denominator of which shall be the total area of all Sign Panels on the Pylon Sign. Wadsworth BK and Wadsworth SBUX shall each be responsible for the Allocable Share attributable to the Sign Panels for the Wadsworth BK Property and the Wadsworth SBUX Property, respectively, and USBP shall be responsible for the USBP Sign Panels. For the sake of clarity, USBP and each of Wadsworth shall be responsible for all costs associated with the repair or replacement of their Sign Panel(s). If there are repair or replacement costs attributable solely to one or more Sign Panels, the owner of such Sign Panels shall pay all costs associated with such repair or replacement.
- b. Payment of Allocable Share. USBP, its successors or assigns, shall send the other Parties invoices for their Allocable Share of the Actual Costs no more frequently than quarterly. The receiving Party shall pay such invoices within thirty (30) days. USBP, its successors or assigns, shall, upon request no more frequently than once annually, provide any requesting Party copies of all invoices establishing the Actual Costs. In the event USBP, its successors or assigns, fails to fulfill its obligations to maintain, repair and replace the Pylon Sign as set forth hereinabove, the other Parties shall have the right, but not the obligation, to perform such maintenance, repair and replacement after providing USBP thirty (30) days' written notice of default and opportunity to cure, and to bill each user of Sign Panels for their Allocable Share of the Actual Costs upon completion of such maintenance, repairs or replacement. USBP will make available electricity to provide lighting for the Pylon Sign, and the cost of the electricity shall be included in the Actual Costs.

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- 5. <u>Sign Content</u>. Wadsworth BK, Wadsworth SBUX, USBP, and their successors and assigns, shall only place sign panels on the Pylon Sign that advertise businesses located in the Project.
- 6. Running of Benefit and Burden. This Agreement shall be recorded in the Weber County Recorder's Office. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon USBP, Wadsworth BK, Wadsworth SBUX, and their successors and assigns, and shall burden and benefit and run with the USBP Property and the Wadsworth Properties.

7. Miscellaneous.

- a. <u>Notices and Communications</u>. All notices, approvals and other communications provided for herein or given in connection herewith shall be validly given, made, delivered or served, if in writing, and delivered personally, by email, by U.S. Mail, or sent by nationally recognized overnight courier (e.g., Federal Express, Airborne, UPS), to the Parties at their City-approved lot address, or to such other addresses as any party may from time to time designate in writing. Notices, approvals and other communications provided for herein shall be deemed delivered upon personal delivery, email transmission, three (3) business days after deposit with U.S. Postal Service, postage prepaid or 24 hours following deposit with a nationally recognized overnight courier, as herein above provided.
- b. <u>Enforcement</u>. Either Party shall have the right to enforce, by any proceeding at law or in equity, including by specific performance, any of the terms, covenants or conditions hereof. The Party prevailing in any enforcement action shall be entitled to recover its reasonable attorney's fees and reasonable costs.
- c. <u>Further Acts</u>. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- d. <u>No Partnership; Third Parties</u>. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, or joint venture relationship between or among any or all of the Parties hereto. No term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, organization or corporation not a Party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.
- e. <u>Entire Agreement</u>. This Agreement (and the Exhibits attached hereto) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No change or addition is to be made to this Agreement except by written amendment executed by the Parties hereto.
- f. Good Standing; Authority. The Parties hereby represent and warrant to one another as follows: (i) each of the Parties is duly formed and validly existing under the laws of the State of Utah; and (ii) the individuals executing this Agreement on behalf of the respective

Parties are authorized and empowered to bind the Party on whose behalf each such individual is signing.

- g. <u>Governing Law</u>. This Agreement shall be construed and interpreted under the laws of the State of Utah.
- h. <u>Severability</u>. If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement.
- i. <u>Successors and Assigns</u>. This Agreement shall bind the successors and assigns of a Party. An assignment shall not release a Party from its obligations hereunder unless such release is expressly agreed to by the other Parties in writing. For the sake of clarity, all references to a Party in this Agreement shall mean all successors and assigns who are record owners of any portion of the USBP Property or the Wadsworth Properties, as the case may be.
- j. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

UINTAH SPRINGS BUSINESS PARK LLC

Kim Rindlisbacher

Its: Manager

STATE OF UTAH

: s.s.

Notary Public

COUNTY OF SALT LAKE)

The above and foregoing instrument was acknowledged before me this day of August, 2018, by Kim Rindlisbacher, the Manager of Uintah Springs Business Park LLC, a Utah limited liability company.

My Commission expires:

03/17/2021

Notary Public

By:	WADSWORTH & SONS IV, LLC,
Ita.	a Utah limited liability company
Its:	By: Print Name: Kip I. Wadsworth Title: Executive Manager
	By: Print Name: Con L. Wadsworth Title: Operations Manager
STATE OF UTAH)	
: s.s. COUNTY OF SALT LAKE)	
<u>Ανωντ</u> , 2018, by Kip L. Wadsworth	nent was acknowledged before me this day of , Executive Manager of Wadsworth & Sons IV, LLC, a of Wadsworth Uintah BK, LLC, a Utah limited liability
My Commission expires:	
	Notary Public
Robert Roman Groes	beck
Notary Public State of My Commission Expires March 24, 2020 Comm. Number: 6885	Utah s on:
My Commission Expires March 24, 2020	Utah s on:
My Commission Expires March 24, 2020 Comm. Number: 6885	Utah s on:
My Commission Expires March 24, 2020 Comm. Number: 6885 STATE OF UTAH : s.s. COUNTY OF SALT LAKE The above and foregoing instrum 2018, by Con L. Wadsworth	Utah s on:
STATE OF UTAH : s.s. COUNTY OF SALT LAKE The above and foregoing instrum 2018, by Con L. Wadsworth a Utah limited liability company, Mana	thent was acknowledged before me this \(\frac{1}{2} \) day of a, Operations Manager of Wadsworth & Sons IV, LLC,

WADSWORTH UINTAH BK, LLC

WADSWORTH UINTAH SBUX, LLC

By: WADSWORTH & SONS III, LLC, a Utah limited liability company

Its: Manager

	By:
	Print Name: Kip L. Wadsworth
	Title: Executive Manager
	By: Con Dala II
	Print Name: Con L. Wadsworth
	Title: Operations Manager
STATE OF UTAH)	
: s.s.	
COUNTY OF SALT LAKE)	
Arcust , 2018, by Kip L. Wadsworth	nent was acknowledged before me this 7 th day of Executive Manager of Wadsworth & Sons III, LLC, a r of Wadsworth Uintah SBUX, LLC, a Utah limited
My Commission expires:	2//
	Notary Public
Robert Roman Groesbeck Notary Public State of Utah My Commission Expires on: March 24, 2020 Comm. Number: 688506	rvotary r done
STATE OF UTAH)	
: s.s.	
COUNTY OF SALT LAKE)	
Argust , 2018, by Con L. Wadsworth	nent was acknowledged before me this $\boxed{1}^{n}$ day of a, Operations Manager of Wadsworth & Sons III, LLC, er of Wadsworth Uintah SBUX, LLC, a Utah limited
My Commission expires:	
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Robert Roman Groesbeck Notary Public State of Utah My Commission Expires on: March 24, 2020 Comm. Number: 688506	

Lender Approval

On this day of August, 2018, Susan O. Bybee, Trustee of the Bruce E. Bybee and Susan O. Bybee Revocable Living Trust ("Lender"), hereby consents to the foregoing Pylon Sign Agreement, and subjects and subordinates to such Pylon Sign Agreement that certain Deed of Trust dated April 22, 2016, which secures repayment of a loan to Uintah Springs Business Park LLC, as Trustor, for the benefit of that Lender, as beneficiary, and was recorded April 26, 2016 as Entry No. 2790063 of Official Records.

Bv:

Susan O. Bybee, Trustee of the Bruce E. Bybee and Susan O. Bybee Revocable Living Trust

STATE OF UTAH

s.s.

Notary Public

COUNTY OF Sout Lake

The above and foregoing instrument was acknowledged before me this day of August, 2018, by Susan O. Bybee, Trustee of the Bruce E. Bybee and Susan O. Bybee Revocable Living Trust.

My Commission expires:

03 17 2021

Notary Public

EXHIBIT A

Legal Description of the USBP Property

Lots 6, 7, 8 and 9, Uintah Springs Business Park Phase 2 (Commercial), according to the official plat thereof on file and of record in the Weber County Recorder's Office

EXHIBIT B

Legal Description of the Wadsworth BK Property

PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET. SAID POINT BEING NORTH 00°02'25" EAST 165.07 FEET AND SOUTH 89°57'35" EAST 846.46 FEET FROM THE CENTER OF SAID SECTION 26; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 15.00 FEET, AN ARC LENGTH OF 23.56 FEET, A DELTA ANGLE OF 89°59'57", A CHORD BEARING OF NORTH 60°00'00" EAST, A RADIAL BEARING OF SOUTH 74°59'58" EAST, AND A CHORD LENGTH OF 21.21 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF 6600 SOUTH STREET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) SOUTH 75°00'00" EAST 153.73 FEET; AND (2) ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 243.00 FEET, AN ARC LENGTH OF 131.66 FEET, A DELTA ANGLE OF 31°02'36", A CHORD BEARING OF NORTH 89°28'42" EAST, AND A CHORD LENGTH OF 130.06 FEET TO THE WESTERLY RIGHT OF WAY OF HIGHWAY 89; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE ALONG A REVERSE CURVE TURNING TO THE RIGHT WITH A RADIUS OF 428.18 FEET, AN ARC LENGTH OF 226.00 FEET, A DELTA ANGLE OF 30°14'31", A CHORD BEARING OF SOUTH 02°56'03" WEST, A RADIAL BEARING OF SOUTH 77°48'48" WEST, AND A CHORD LENGTH OF 223.39 FEET; THENCE NORTH 75°00'00" WEST 340.74 FEET TO THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET: THENCE NORTH 15°00'02" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 168.65 FEET TO THE POINT OF BEGINNING.

tax Jarcel No. 07-777-0008

EXHIBIT C

Legal Description of the Wadsworth SBUX Property

PART OF THE NORTHEAST AND SOUTHEAST QUARTERS OF SECTION 26, TOWNSHIP 5 NORTH RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET, SAID POINT BEING NORTH 00°02'25" EAST 165.07 FEET AND SOUTH 89°57'35" EAST 846.46 FEET AND SOUTH 15°00'02" WEST 168.65 FEET FROM THE CENTER OF SAID SECTION 26; THENCE SOUTH 75°00'00" EAST 340.74 FEET TO THE WESTERLY RIGHT OF WAY LINE OF HIGHWAY 89; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES: (1) ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 427.69 FEET, AN ARC LENGTH OF 73.42 FEET, A DELTA ANGLE OF 09°50'08", A CHORD BEARING SOUTH 22°57'35" WEST, A RADIAL BEARING OF NORTH 71°57'29" WEST, AND A CHORD LENGTH OF 73.33 FEET; AND (2) SOUTH 27°52'27" WEST 51.16 FEET TO THE NORTHEAST CORNER OF LOT 6, UINTAH SPRINGS BUSINESS PARK PHASE 2 (COMMERCIAL); THENCE NORTH 75°00'00" WEST ALONG THE NORTHERLY LINE OF SAID LOT 6, 319.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 6 AND ALSO THE EASTERLY RIGHT OF WAY LINE OF 2500 EAST STREET; THENCE NORTH 15°00'02" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE, 122.49 FEET TO THE POINT OF BEGINNING

Hax garcel No. 07-777-0009

EXHIBIT D

Legal Description of the Sign Easement Property

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°08'07" EAST, A DISTANCE OF 726.23 FEET; THENCE SOUTH, A DISTANCE OF 255.13 FEET, TO A POINT ON THE SOUTHERLY SIDELINE OF 6700 SOUTH STREET (60 FEET WIDE), SAID POINT ALSO ON THE NORTHERLY LINE OF LOT 7, UINTAH SPRINGS BUSINESS PARK PHASE 2 (COMMERCIAL), RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, ENTRY NUMBER 2841456, IN BOOK 80 AT PAGE 53; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THE CENTER OF WHICH BEARS NORTH 22°45'07" WEST, THROUGH A CENTRAL ANGLE OF 16°02'37", A DISTANCE OF 14.00 FEET (CHORD BEARS NORTH 59°13'34" EAST, A DISTANCE OF 13.95 FEET), TO THE WESTERLY EXTENSION OF THE SOUTHERLY SIDELINE OF A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT; THENCE SOUTH 75°00'00" EAST, ALONG SAID WESTERLY EXTENSION AND SAID EASEMENT SIDELINE, A DISTANCE OF 265.60 FEET, TO THE WESTERLY SIDELINE OF A 15 FOOT WIDE STORM DRAIN EASEMENT; THENCE SOUTH 27°52'27" WEST, ALONG SAID WESTERLY SIDELINE, A DISTANCE OF 221.77 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 27°52'27" WEST, ALONG SAID WESTERLY SIDELINE, A DISTANCE OF 30.72 FEET, TO THE NORTHLY SIDELINE OF SAID EASEMENT; THENCE NORTH 74°31'57" WEST, ALONG SAID NORTHLY SIDELINE, A DISTANCE OF 30.00 FEET; THENCE NORTH 15°28'00" EAST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 74°31'57" EAST, A DISTANCE OF 36.60 FEET, TO THE POINT OF BEGINNING.

CONTAINS 999 SQUARE FEET, MORE OR LESS

Tax Parcel No. 07-777-0004

EXHIBIT E

Pylon Sign Access Easement Area

COMMENCING AT THE CENTER QUARTER CORNER OF SECTION 26, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°08'07" EAST, A DISTANCE OF 726.23 FEET; THENCE SOUTH, A DISTANCE OF 255.13 FEET, TO A POINT ON THE SOUTHERLY SIDELINE OF 6700 SOUTH STREET (60 FEET WIDE), SAID POINT ALSO ON THE NORTHERLY LINE OF LOT 7, UINTAH SPRINGS BUSINESS PARK PHASE 2 (COMMERCIAL), RECORDED IN THE OFFICE OF THE WEBER COUNTY RECORDER, ENTRY NUMBER 2841456. IN BOOK 80 AT PAGE 53, AND THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THE CENTER OF WHICH BEARS NORTH 22°45'07" WEST, THROUGH A CENTRAL ANGLE OF 16°02'37", A DISTANCE OF 14.00 FEET (CHORD BEARS NORTH 59°13'34" EAST, A DISTANCE OF 13.95 FEET), TO THE WESTERLY EXTENSION OF THE SOUTHERLY SIDELINE OF A 5.00 FOOT WIDE PUBLIC UTILITY EASEMENT: THENCE SOUTH 75°00'00" EAST, ALONG SAID WESTERLY EXTENSION AND SAID EASEMENT SIDELINE, A DISTANCE OF 265.60 FEET, TO THE WESTERLY SIDELINE OF A 15 FOOT WIDE STORM DRAIN EASEMENT; THENCE SOUTH 27°52'27" WEST, ALONG SAID WESTERLY SIDELINE, A DISTANCE OF 221.77 FEET, TO THE NORTHLY SIDELINE A PROPOSED SIGN EASEMENT; THENCE NORTH 74°31'57" WEST, ALONG SAID NORTHLY SIDELINE, A DISTANCE OF 10.24 FEET; THENCE NORTH 27°52'27" EAST, A DISTANCE OF 211.43 FEET; THENCE NORTH 75°00'00" WEST, A DISTANCE OF 262.79 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,803 SQUARE FEET, MORE OR LESS

Tax Jaral No. 07-777-6004

EXHIBIT E-1

Pylon Sign Easement and Sign Access Easement Area Diagram [Attached]

EXHIBIT F

Diagram and Specifications of Pylon Sign

[Attached]

