

When recorded please return to:  
Planning Division  
South Jordan City  
1600 W. Towne Center Dr.  
South Jordan, UT 84095

12111310  
08/13/2015 09:17 AM \$0.00  
Book - 10352 Pg - 1814-1839  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN  
1600 W TOWNE CENTER DR  
SOUTH JORDAN UT 84095-8265  
BY: TJA, DEPUTY - WI 26 P.

## AFFIDAVIT

COMES NOW Damir Drozdek who, after first being duly sworn, hereby represents as follows:

1. I am of legal age, familiar with the subject matter of the Affidavit and competent in all respects to make the representations set forth herein.
2. I received and personally recorded the following document:  
FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (SEE ATTACHED)  
Entry #: 12079541  
Book: 10337  
Page: 7390-7413  
Date: 06/26/2015
3. By inadvertence and mistake, a property/boundary description was not included with the said document.
4. This Affidavit is given pursuant to UCA 57-3-106(9) which states, "Minor typographical or clerical errors in a document of record may be corrected by the recording of an affidavit or other appropriate instrument."
5. This Affidavit is given to define the boundary description pertaining to said First Amendment To Development Agreement in order to correct the clerical errors described herein and to clarify the record title to certain real property generally located at 11500 S. and 4000 W., South Jordan, UT 84047 and further described as follows:
  - a. Lot 2A, Oquirrh Mountain Marketplace Amended, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-19-430-022).
  - b. Lot 2B, Oquirrh Mountain Marketplace Amended, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-19-430-023).
  - c. Lot 2C, Oquirrh Mountain Marketplace Amended, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-19-430-024).
  - d. Lot 2D, Oquirrh Mountain Marketplace Amended, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-19-430-025).
  - e. Lot 3, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-006).
  - f. Lot 4, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-008).
  - g. Lot 5, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-011).

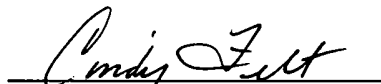
- h. Lot 6, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-013).
- i. Lot 7, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-014).
- j. Lot 8, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-016).
- k. Lot 9, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-007).
- l. Lot 10, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-010).
- m. Lot 11, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-012).
- n. Lot 12A, Oquirrh Mountain Marketplace Amended, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-017).
- o. Lot 12B, Oquirrh Mountain Marketplace Amended, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-018).
- p. Lot 15, Oquirrh Mountain Marketplace, according to the official plat thereof, recorded in the office of the County Recorder of Salt Lake, Utah (Parcel #: 27-20-302-005).

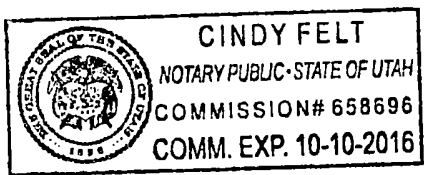


Damir Drozdek  
Planner III

State of Utah            )  
  ) ss  
County of Salt Lake    )

On this 16<sup>th</sup> day of , 2015 Damir Drozdek personally appeared before me as signer of the foregoing who duly acknowledged to me that he executed the same.

  
NOTARY PUBLIC  
Residing in Salt Lake County, Utah  
Commission expires: 10-10-16



24.

**RESOLUTION R2015 - 44**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH, AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE NOVEMBER 12, 2013 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF SOUTH JORDAN AND SJ MARKETPLACE, LLC.**

**WHEREAS**, the City of South Jordan previously entered into a development agreement with SJ Marketplace, LLC (“Developer”) dated November 12, 2013, which effects the development of property generally located at 11539 South 4000 West in South Jordan (the “Agreement”); and

**WHEREAS**, the Developer has proposed amending the Agreement to modify certain sign requirements as set forth in Exhibit A (the “First Amendment”); and

**WHEREAS**, in accordance with law, the City Council held a public meeting to consider the proposed amendment to the First Amendment; and

**WHEREAS**, the City Council finds that it is appropriate for the use and development of land within the City, and that it is in the best interest of the public health, safety, and general welfare to amend the Agreement by approving and authorizing the City’s Mayor to sign the First Amendment.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH:**

**SECTION 1. Approval and Authorization.** The City Council hereby authorizes the City’s Mayor, David L. Alvord, to sign the First Amendment, attached hereto as Exhibit A.

**SECTION 2. Severability.** If any section, clause, or portion of the Resolution is declared invalid by a court of competent jurisdiction, the remainder shall not be affected thereby and shall remain in full force and effect.

**SECTION 3. Effective Date.** This Resolution shall become effective immediately upon passage.

[SIGNATURE PAGE FOLLOWS]

~~12079541~~  
~~05/26/2015 12:30 PM PG. 00~~  
~~Book 10337 P 7070-7113~~  
~~CARY W. OTT~~  
~~RECORDER, SALT LAKE COUNTY, UTAH~~  
~~SOUTH JORDAN~~  
~~1600 W TOWNE CENTER DR~~  
~~SOUTH JORDAN UT 84095-0265~~  
~~BY TRP, DEPUTY MA 24 P.~~

APPROVED BY THE CITY COUNCIL OF THE CITY OF SOUTH JORDAN, UTAH,  
 ON THIS 16 DAY OF June, 2015 BY THE FOLLOWING VOTE:

	YES	NO	ABSTAIN	ABSENT
Mark Seethaler	X	___	___	___
Chuck Newton	X	___	___	___
Donald Shelton	X	___	___	___
Steve Barnes	___	___	___	X
Christopher Rogers	___	___	___	X

Mayor: [Signature]  
 David L. Alvord

Attest: [Signature]  
 City Recorder

Approved as to form:

[Signature]  
 Office of the City Attorney



Exhibit A

**First Amendment to Development Agreement**

WHEN RECORDED, MAIL TO:  
Attn: South Jordan City Recorder  
1600 West Towne Center Drive  
South Jordan, UT 84095

### **FIRST AMENDMENT TO DEVELOPMENT AGREEMENT**

This First Amendment to Development Agreement dated as of June 16, 2015 ("Amendment") is entered into by and between the CITY OF SOUTH JORDAN, a Utah municipal corporation ("City"), and SJ MARKETPLACE, LLC, a Delaware limited liability company ("Developer").

#### **RECITALS**

WHEREAS, Developer and City entered into that certain Development Agreement dated November 12, 2013 and recorded in the official records of Salt Lake County, Utah as Entry No. 11767719 in Book 10195, Pages 9373-9436 ("Development Agreement") with respect to the Property then referenced as Assessor's Parcel Numbers 27194310020000, 27194300020000 and approximately the north half of Parcel Number 27203020020000, and more particularly described in Exhibit A attached to the Development Agreement; and

WHEREAS, Developer and City desire to modify Exhibit H attached to the Development Agreement in certain respects.

#### **AGREEMENT**

NOW, THEREFORE, based upon the foregoing recitals and in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized Terms. All capitalized terms used in this Amendment but not otherwise defined herein have the meanings given to such terms in the Development Agreement.
2. Modifications to Exhibit H. The following changes are hereby made to Exhibit H attached to the Development Agreement:

2.1 Section D.1.A.1 is amended in full to read as follows: "Each Major will be allowed a maximum total allowable area of wall signs of 10% of the area of the façade in accordance with the South Jordan City Municipal Code, Title 16, Section 16.36.100."

2.2 Section D.1.A.4 is amended to change the reference to “80%” to “90%” and the reference to “twenty-four (24) feet” to “twenty-seven (27) feet”.

2.3 Section D.1.A.5 is amended to change the reference to “80%” to “100%”.

2.4 Section D.1.A.7 is amended in full to read as follows: “Stylized logo/cabinet sign shall not exceed 1/3 (33%) of the total wall sign area in accordance with South Jordan City Municipal Code, Title 16, Section 16.36.100.”

3. Entire Agreement. This Amendment and the Development Agreement, together with the exhibits attached thereto, documents reference therein and all regulatory approvals given by the City contain the entire agreement of the parties with respect to the subject matter hereof and superseded any prior promises, representations, warranties, inducements or understandings between the parties which are not contained in such agreements, regulatory approvals and related conditions.

4. No Other Changes. The Development Agreement remain in full force and effect, unmodified except as otherwise provided herein.

5. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be considered an original and all of which together shall constitute one fully-executed document. Signatures to this Amendment may be delivered by electronic pdf copy and the same shall have the same force and effect as an original of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**"CITY"**  
CITY OF SOUTH JORDAN, a Utah municipal corporation

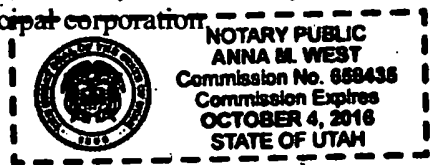
By: [Signature]  
David L. Alvord, Mayor

APPROVED AS TO FORM:

[Signature]  
Attorney for City

State of Utah )  
                                  §  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 16 day of June, 2015, by David L. Alvord, the Mayor of the City of South Jordan, a Utah municipal corporation, on behalf of said municipal corporation.



[Signature]  
Notary Public  
My commission expires:  
Residing at:

**"DEVELOPER"**  
SJ MARKETPLACE, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company, managing member

By: \_\_\_\_\_  
Steven H. Usdan, managing member

State of )  
                                  §  
County of )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Steven H. Usdan, the managing member of CCA Acquisition Company, LLC, a California limited liability company, on behalf of SJ Marketplace, LLC, a Delaware limited liability company.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Residing at:



IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**"CITY"**  
**CITY OF SOUTH JORDAN**, a Utah municipal corporation

By: \_\_\_\_\_  
David L. Alvord, Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for City

State of Utah )  
  §  
County of Salt Lake )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by David L. Alvord, the Mayor of the City of South Jordan, a Utah municipal corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public  
My commission expires:  
Residing at:

**"DEVELOPER"**  
**SJ MARKETPLACE, LLC**, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company, managing member

By: *Steven H. Usdan*  
Steven H. Usdan, managing member

State of )  
  §  
County of )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by Steven H. Usdan, the managing member of CCA Acquisition Company, LLC, a California limited liability company, on behalf of SJ Marketplace, LLC, a Delaware limited liability company.

*See attached  
CA  
Certificate*

\_\_\_\_\_  
Notary Public  
My commission expires:  
Residing at:

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

On June 16, 2015 before me, Lori Guttenberg, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Steven H. Usdan  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lori Guttenberg  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_  
Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

11767719

# EXHIBIT H

## MASTER SIGN PLAN (SIGN CRITERIA)

FOR

### PROPOSED SHOPPING CENTER

S.W.C. BANGERTER HIGHWAY AND W 11400 S  
SOUTH JORDAN, UTAH

PREPARED BY:



CCA ACQUISITION  
COMPANY, LLC

5670 WILSHIRE BOULEVARD, SUITE 1250  
LOS ANGELES, CALIFORNIA 90036

WITH:



YESCO.

ROCKY MOUNTAIN REGION  
1605 GRAMERCY ROAD  
SALT LAKE CITY, UTAH 94104

BK 10195 PG 9417

BK 10337 PG 7308

# TABLE OF CONTENTS

## GROUND SIGNS & SITE PLAN

PYLON SIGNS.....	PAGE 1
MASTER SITE PLAN.....	PAGE 3

## TENANT SIGN CRITERIA

SIGN CRITERIA GENERAL REQUIREMENTS, TYPE OF SIGN.....	PAGE 4
SPECIFIC REQUIREMENTS FOR BUILDING SIGNAGE (SIZE OF SIGNS).....	PAGE 5
LIGHTING, DETAIL DRAWINGS, WINDOW SIGNAGE.....	PAGE 7
BANNERS, ADDRESSES, NOT PERMITTED LIST.....	PAGE 7
CONTACT PERSON.....	PAGE 8
SIGN EXAMPLES & DETAILS.....	PAGE 9

## BUILDING ELEVATIONS

SPROUT'S COLORED BUILDING ELEVATIONS.....	PAGE 10
---	---------

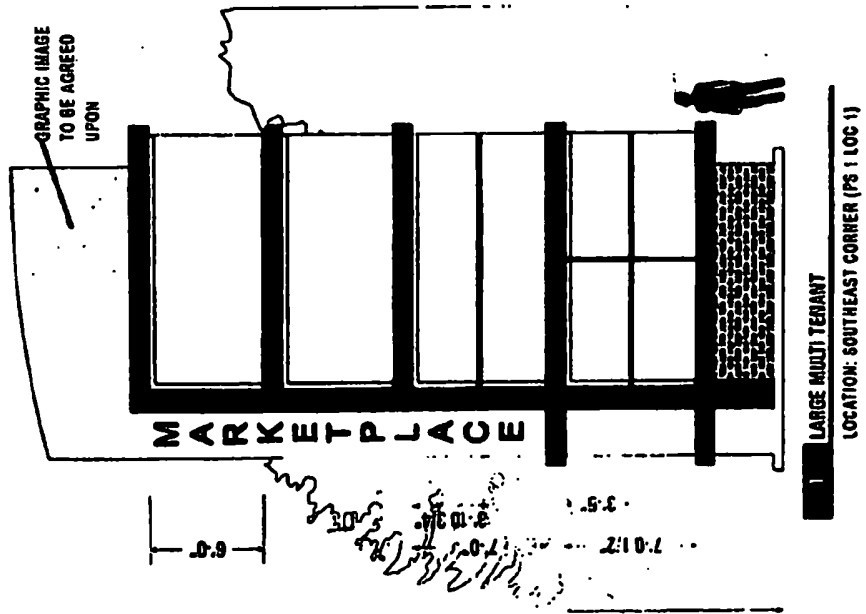
BK 10195 PG 0418

BK 10337 PG 7399

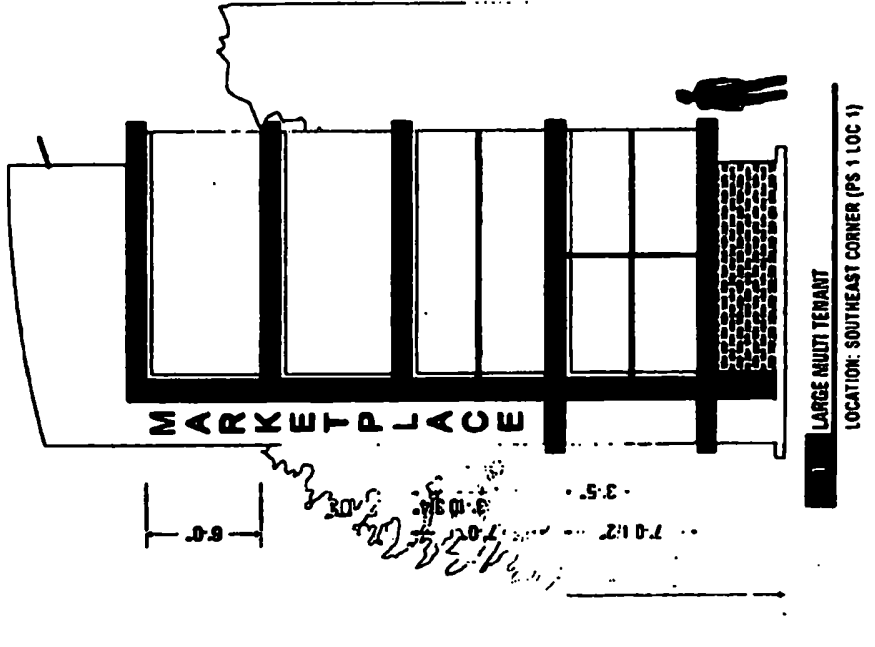
EXHIBIT H

**PLYON SIGN (PS 1)**

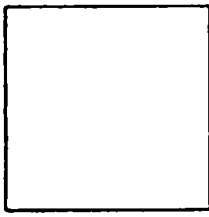
FOR ILLUSTRATIVE PURPOSES



FOR ILLUSTRATIVE PURPOSES



PADMIT FINISHES

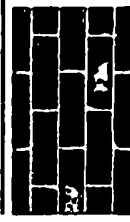


1124 SADDLE TAN  
BENJAMIN MOORE



2116-10 NIGHT SHADE  
BENJAMIN MOORE

BRICK VENEER



PLANTATION BLEND  
FINE HALL BRICK

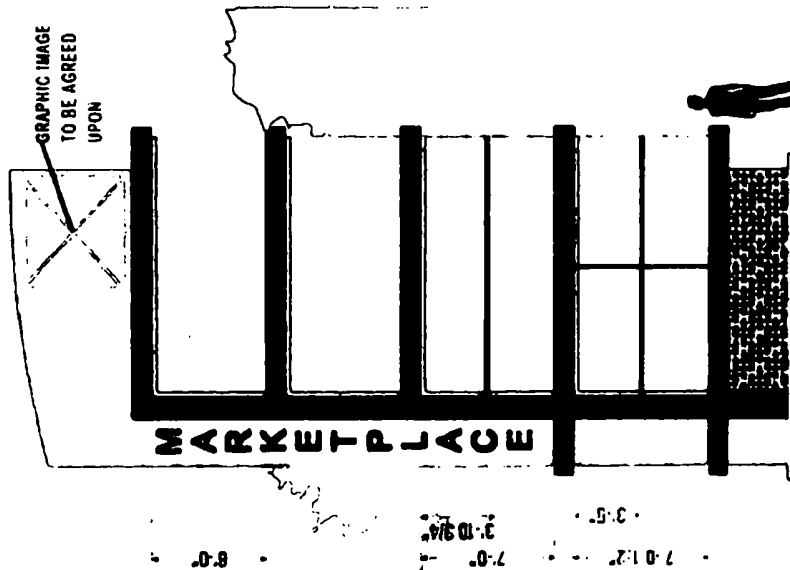
BK 10495 PG 9419

BK 10337 PG 7400

EXHIBIT H

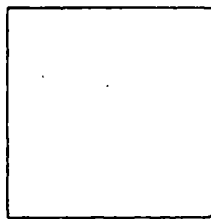
# PLYON SIGN (PS 1)

FOR ILLUSTRATIVE PURPOSES



**LARGE MULTI TENANT**  
 LOCATION: SOUTHEAST CORNER (PS 1 LOC 1)

PAINT FINISHES



1128 SADDLE TAIL  
BENJAMIN MOORE



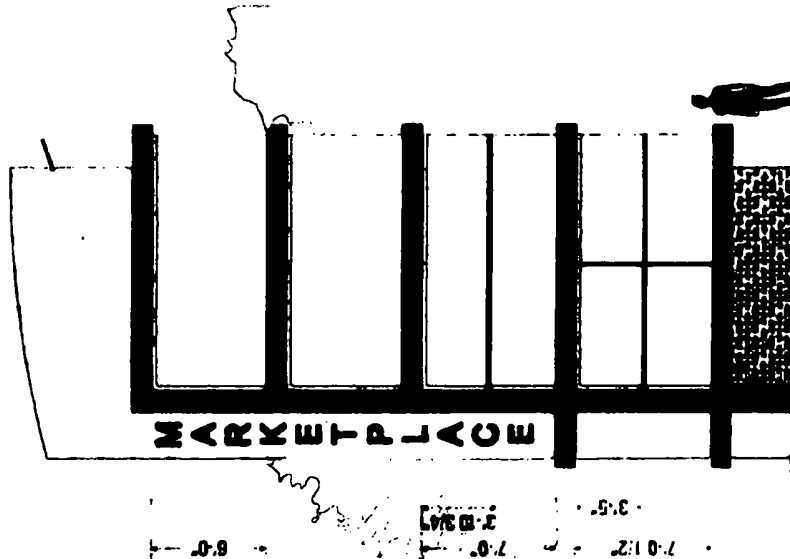
2118 10 NIGHT SHADE  
BENJAMIN MOORE

BRICK VENEER



PLANTATION BLEND  
PIC HALL BRICK

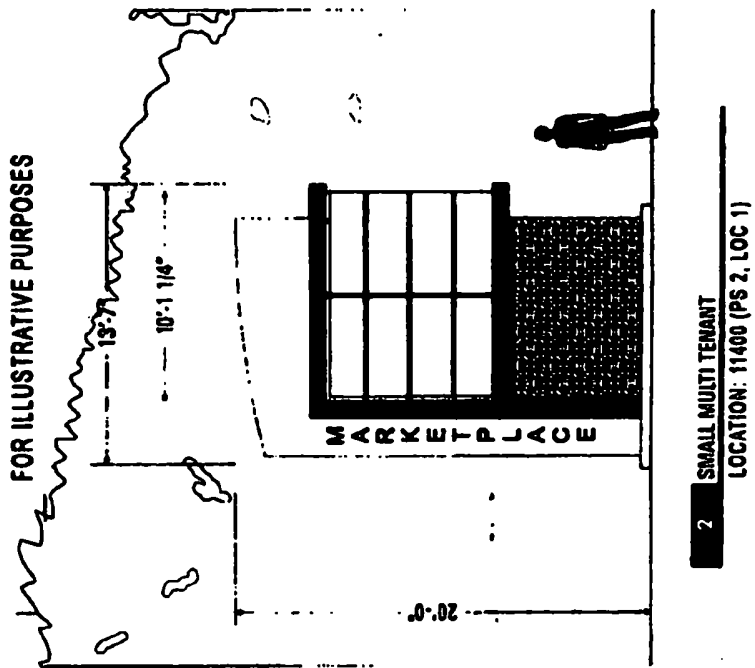
FOR ILLUSTRATIVE PURPOSES



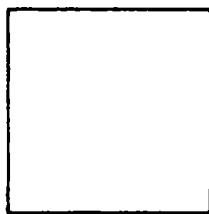
**LARGE MULTI TENANT**  
 LOCATION: SOUTHEAST CORNER (PS 1 LOC 1)

EXHIBIT H

**PLYON SIGN (PS 2)**



**PAYNT FINISHES**



1124 SADDLE TAN  
BENJAMIN MOORE



2116-10 NIGHT SHADE  
BENJAMIN MOORE



BRICK VENEER

PLANTATION BLEND  
PINE HALL BRICK

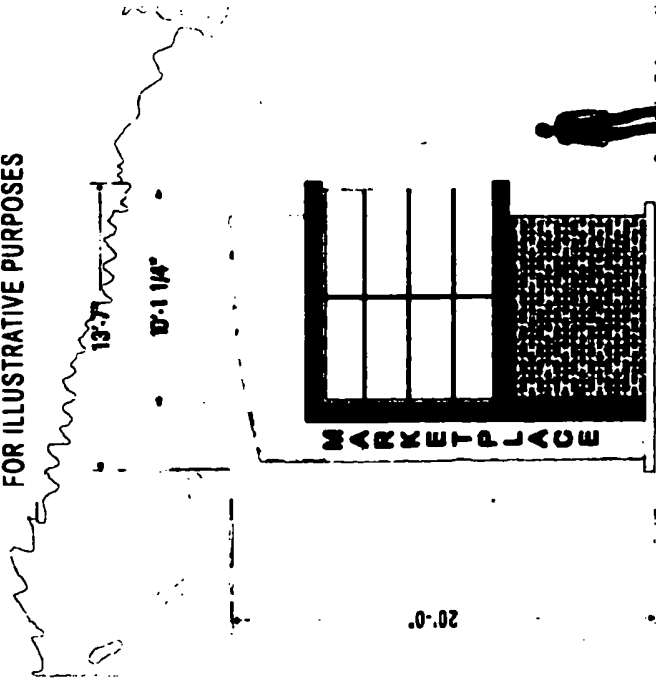
BK 10195 PG 9420

BK 10337 PG 7402

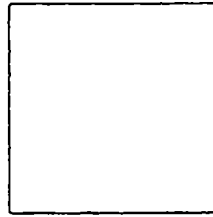
EXHIBIT H

# PLYON SIGN (PS 2)

FOR ILLUSTRATIVE PURPOSES



PAINT FINISHES



1024 SADDLE TAP  
BE WASHED MOJOFE



2118 10 HIGHT SHADE  
BE WASHED MOJOFE



BRICK VENEER

PLANTATION BLEND  
FINE HALL BRICK

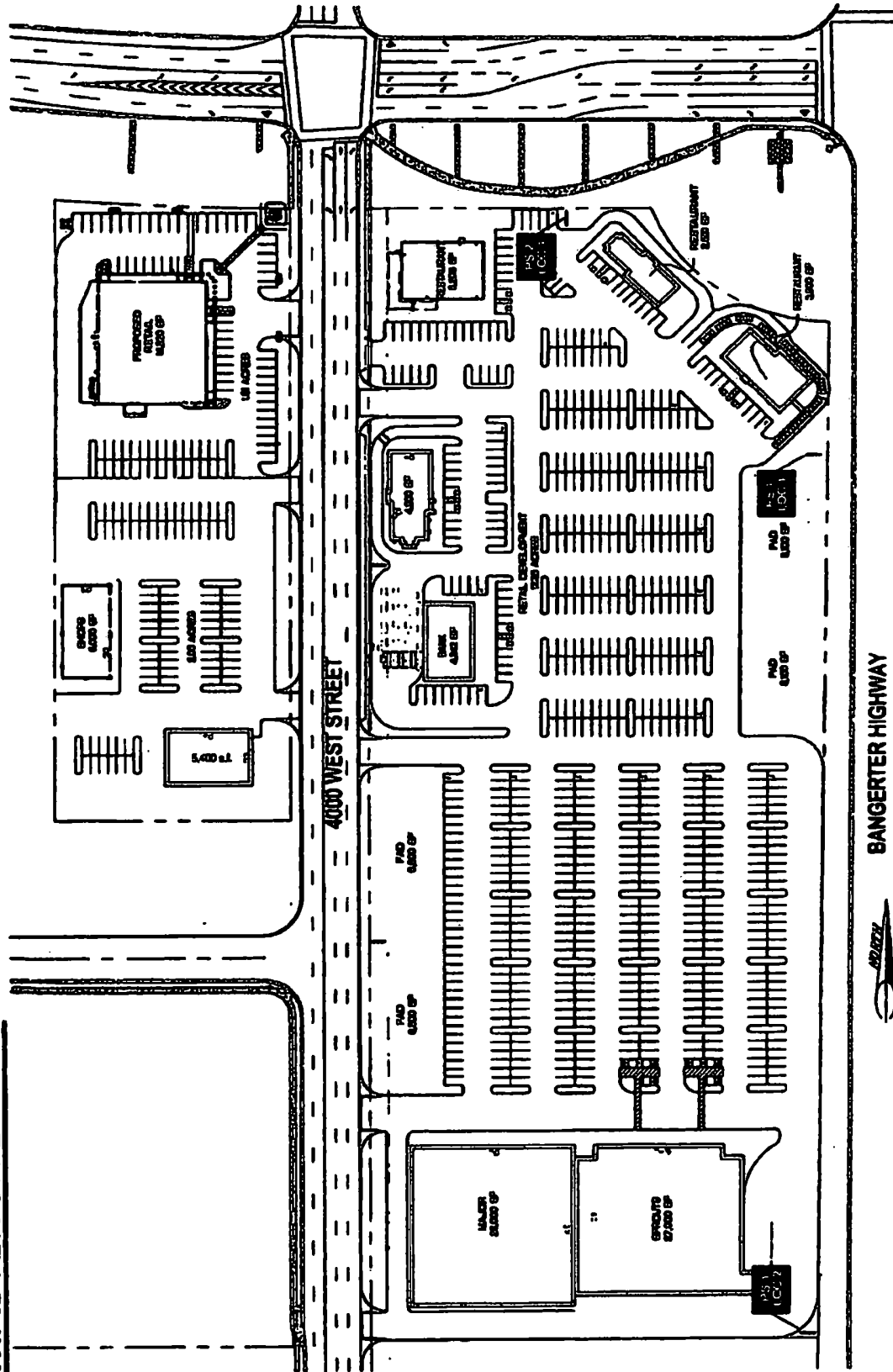
2 SMALL MULTI TENANT

LOCATION: 11400 (PS 2, LOC 1)



EXHIBIT H

# MASTER SITE PLAN



**SIGN CRITERIA GENERAL REQUIREMENTS, TYPE OF SIGN**

The purpose of this Master Signage Plan is to create a graphic environment that is individual and distinctive in identity for the merchant and also compatible with other signs within the Property. The total concept should give an impression of quality and professionalism, as well as, instill a good business image.

The following specifications shall be used for the design of all signage within the Property; however, in all cases, final written approval by Owner is required prior to manufacturing and installation of all signs.

For purposes of this Master Signage Plan, any reference herein to "Owner" shall also include all tenants, subtenants, licensees and other occupants of Owner's Parcel.

**A. GENERAL PROVISIONS**

1. All signs and signage programs must confirm to the requirements of this Master Signage Plan, the City of South Jordan, and all applicable Laws. Applications and submittals for signage permits shall be per the City of South Jordan's procedure and requirements.
2. Signs shall identify the person or company operating the use conducted on the Parcel. No off-premises advertising is permitted.

**B. GENERAL REQUIREMENTS**

1. No signs, advertisements, notices, or other lettering shall be displayed, exhibited, inscribed, painted or affixed in any manner to any part of the building exterior except as approved in writing by Owner.
2. Each electrical sign, and the installation thereof, shall comply with all applicable Laws. Double back connections must be utilized for all electrical connections through the building structure.
3. Tenant shall obtain all necessary permits for signs and the construction and installation of signs.
4. No labels shall be placed on the exposed surfaces of signs except those required by applicable Laws. Required labels shall be applied in inconspicuous locations.
5. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight manner.

**PROCEDURE:**

All signage drawing proposals will be submitted in three (3) copies to Owner for written approval, prior to application for sign permit from the City of South Jordan.

**NOTICE:**

WRITTEN APPROVAL AND CONFORMANCE WITH THE REQUIREMENTS SET FORTH HEREIN DOES NOT IMPLY CONFORMANCE WITH APPLICABLE LAWS, CODES, RULES, AND REGULATIONS PROMULGATED BY THE CITY OF SOUTH JORDAN OR ANY OTHER APPLICABLE GOVERNMENTAL AGENCY OR BODY (COLLECTIVELY, THE "LAWS"). ALL SIGNAGE LOCATED WITHIN THE PROPERTY SHALL BE APPROVED IN WRITING BY OWNER, SHALL COMPLY WITH THE APPLICABLE LAWS AND RECEIPT BY OWNER OF A SIGN PERMIT MUST BE RECEIVED PRIOR TO MANUFACTURING AND INSTALLATION OF ANY SIGNAGE.

~~BK 10195 PG 8428~~

~~BK 10337 PG 7405~~

**EXHIBIT H**

6. Sign copy shall be limited to Tenant's proper firm name and shall not include the names of items, goods, products, or service lines. The use of a crest, shield, logo, or other established corporate insignia or modifier which has been displayed or associated with Tenant's firm name shall be permitted subject to Owner's written approval.
7. Any sign that does not conform to the requirements of this Master Sign Plan or was not approved by the Owner as required hereby shall be immediately removed or brought into conformance at the Tenant's expense.
8. Any sign type not discussed or addressed herein shall be covered by the City of South Jordan sign code.

**C. TYPE OF SIGN**

1. All signs shall contain individual, pan channel, internally illuminated, wall mounted letters. Letters shall not be mounted on an exposed raceway.

**D. SPECIFIC REQUIREMENTS FOR BUILDING SIGNAGE**

**1. Major Tenants (Greater than 5,000 square feet)**

**A. Size Guidelines**

1. Each Major will be allowed one & one-half (1.5) square feet of building signage per foot of linear building frontage when frontage is greater than 75 feet from Property Line/Street Frontage. If frontage is less than 75 feet, one (1) square foot of building signage per foot of linear building frontage.
  - A. Each frontage will be calculated independently (Example: If a Major has 3 elevations, each elevation is entitled to have a building sign based on that elevation frontage).

2. The square footage for an individual sign will be calculated by using multiple rectangles that contain the entire sign (Letter descender do not have to be included in the calculating rectangle; for example, the letters "y", "p", "q", "j", "g", all have descender that do not get calculated as a part of the total signage area.
3. Pan Channel Letters must be a minimum of three (3) inches in depth and a maximum of ten (10) inches in depth.
4. Length: The overall length of spread of letters shall not exceed 80% of the total leased frontage as specified by lease. (Example: Maximum spread for a sign for a space thirty (30) feet wide will be twenty-four (24) feet).
5. Height: Sign may not exceed 80% of SIGN BAND height.
6. National chain businesses shall be allowed to use their standard signage. This includes letter style, colors, logos and lighting method.
7. Stylized Logo/Cabinet sign not to exceed 10 square feet.

**2. Minor Tenants (Less than 5,000 square feet)**

**A. Size Guidelines**

1. Each Minor will be allowed one & one-quarter (1.25) square feet of building signage per foot of linear building frontage when frontage is greater than 75 feet from Property Line/Street Frontage. If frontage is less than 75 feet, one & one-quarter (1.25) square foot of building signage per foot of linear building frontage.
  - A. Each frontage will be calculated independently for square footage. (Example: If a Minor has 3 elevations, each elevation is entitled to have a building sign based on that elevation frontage).
2. The square footage for an individual sign will be calculated by using multiple rectangles that contain the entire sign

**EXHIBIT H**

(Letter descender do not have to be included in the calculating rectangle; for example, the letters "y", "p", "q", "j", "g", all have descender that do not get calculated as a part of the total signage area.

3. Pan Channel Letters must be a minimum of three (3) inches in depth and a maximum of ten (10) inches in depth.
4. Length: The overall length of spread of letters shall not exceed 80% of the total leased frontage as specified by lease. (Example: Maximum spread for a sign for a space thirty (30) feet wide will be twenty four (24) feet).
5. Height: Sign may not exceed 80% of SIGN BAND height.
6. Stylized Logo/Cabinet sign not to exceed 8 square feet.

**3. Pad Tenants**

**A. Size Guidelines**

1. Each Pad will be allowed one & one-quarter (1.25) square feet of building signage per foot of linear building frontage when frontage is greater than 75 feet from Property Line/Street Frontage. If frontage is less than 75 feet, one & one-quarter (1.25) square foot of building signage per foot of linear building frontage.
  - A. Each frontage will be calculated independently (Example: if a Pad has 4 elevations, each elevation is entitled to have a building sign based on that elevation frontage)
2. The square footage for an individual sign will be calculated by using multiple rectangles that contain the entire sign (Letter descender do not have to be included in the calculating rectangle; for example, the letters "y", "p", "q", "j", "g", all have descender that do not get calculated as a part of the total signage area.

3. Pan Channel Letters must be a minimum of three (3) inches in depth and a maximum of ten (10) inches in depth.
4. Length: The overall length of spread of letters shall not exceed 80% of the total leased frontage as specified by lease. (Example Maximum spread for a sign for a space thirty (30) feet wide will be twenty four (24) feet).
5. Height: Sign may not exceed 80% of SIGN BAND height.
6. Stylized Logo/Cabinet sign not to exceed 8 square feet.

**4. Shops & Inline Tenants**

**A. Size Guidelines**

1. Each Tenant will be allowed one & one-quarter (1.25) square feet of building signage per foot of linear building frontage when frontage is greater than 75 feet from Property Line/Street Frontage. If frontage is less than 75 feet from Property Line, one & one-quarter (1.25) square foot of building signage per foot of linear building frontage.
  - A. Each frontage will be calculated independently for square footage calculation and frontage measurement. (Example: if a Shop or Inline Tenant has 3 elevations, each elevation is entitled to have a building sign based on that elevation frontage)
2. The square footage for an individual sign will be calculated by using multiple rectangles that contain the entire sign (Letter descender do not have to be included in the calculating rectangle; for example, the letters "y", "p", "q", "j", "g", all have descender that do not get calculated as a part of the total signage area.
3. Pan Channel Letters must be a minimum of three (3) inches in depth and a maximum of ten (10) inches in depth.

**EXHIBIT H**

- 4. Length: The overall length of spread of letters shall not exceed 80% of the total leased frontage as specified by lease. (Example Maximum spread for a sign for a space thirty (30) feet wide will be twenty-four (24) feet.
- 5. Height: Sign may not exceed 80% of SIGN BAND height.
- 6. Any Shop or Inline suite is guaranteed a minimum of thirty two (32) square feet of signage
- 7. Shops A & B shall be allowed signage on all elevations.
- 8. Each frontage will be calculated independently for allowable square footage.
- 9. Stylized Logo/Cabinet sign not to exceed 6 square feet.

**E. LIGHTING**

- 1. All lighting shall be illuminated with LED's, Neon or Fluorescent's.
  - A. Neon must be 30MA and between 12mm & 15mm glass tubing
  - B. LED must be Stone or Gelcor brand.
  - C. Fluorescent lighting will be allowed. No exposed bulbs.
- 2. All electrical will be U.L. or equivalent approved.
- 3. Penetration of structure and graphics beams shall be kept to a minimum and must have proper insulation for voltage cable and must be approved in writing by Landlord.
- 4. Power supplies shall be concealed behind fascia and mounted in metal boxes.

**F. DETAIL DRAWING**

- 1. Three copies of a complete and detailed drawing by Owner's sign company shall be submitted to Owner for final review and written approval.
- 2. Elevation of building fascia and sign shall be drawn using a minimum 1/4" to 1" scale.

- 3. Drawing shall indicate the following specifications:
  - a. Type, thickness, and color of Plexiglas type of material used for backs, returns, and trim caps, including color.
  - b. Finish used on returns.
  - c. Type of illumination and mounting method.
- 4. Drawing must include fascia cross section showing electrical connections.

**G. WINDOW SIGNAGE**

Window signs must comply with The City of South Jordan Sign Code and must be approved by Owner in writing.

Window signs to be created in a professional manner.

**H. GRAND OPENING BANNERS**

Grand Opening banners are allowed with Owner approval.

**I. ADDRESS SIGNS**

Each store is required to display a street address and suite number above storefront door and service door of four (4) inch white exterior vinyl.

**J. THE FOLLOWING ARE NOT PERMITTED**

- a. Roof signs.
- b. Cloth signs or streamers hanging in front of business.
- c. Exposed seam tubing.
- d. Animated or moving components.
- e. Intermittent or flashing illumination.
- f. Iridescent painted signs.

**EXHIBIT H**

- g. Letter mounted or painted-on illuminated panels.**
- h. Signs or letters painted directly on any surface.**
- i. Signs will not be permitted to be installed or placed along perimeter of Property.**

**K. CONTACT INFORMATION**

**Bill Sandre  
CCA Acquisitions Company, LLC  
5670 Wilshire Boulevard, Suite 1250  
Los Angeles, California  
323.965.1510  
BillS@kornwasser.net**

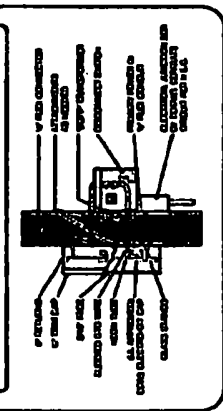
~~BK 10195 PG 9426-7~~

~~BK 10337 PG 7409~~

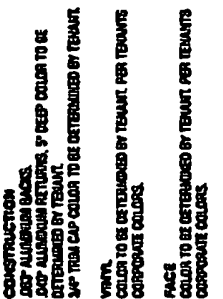
# SIGN EXAMPLES & DETAILS



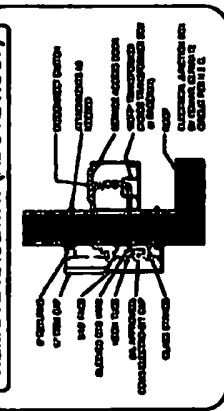
**PAN CHANNEL LETTERS WITH TRANSFORMER BEHIND WALL**



**PAN CHANNEL LETTERS WITH LED ILLUMINATION**



**PAN CHANNEL LETTERS WITH REMOTE RACEWAY (ABOVE ROOF)**



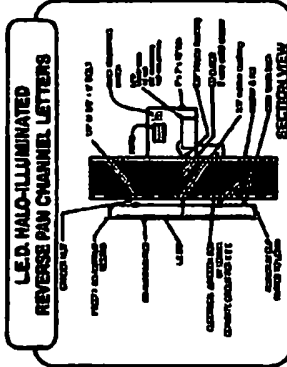
NOTE: ALL SIGNS MUST HAVE ALL LABELS.

**FABRICATE & INSTALL TYPICAL SET OF ILLUMINATED PAN CHANNEL LETTERS.**

**CONSTRUCTION**  
 .037\"/>

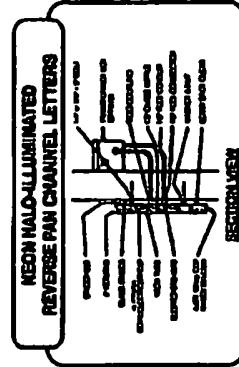
**ILLUMINATION**

SINGLE TUBE, DOUBLE TUBE AND OR GRID - 4\"/>



**FABRICATE & INSTALL TYPICAL SET OF HALO-ILLUMINATED REVERSE CHANNEL LETTERS**

**CONSTRUCTION**  
 .037\"/>



**ILLUMINATION**  
 SLOAN OR GEL-COAT L.L.S. OR NEON TUBES, SINGLE OR DOUBLE STROBE.  
 1\"/>

# SIGN EXAMPLES & DETAILS



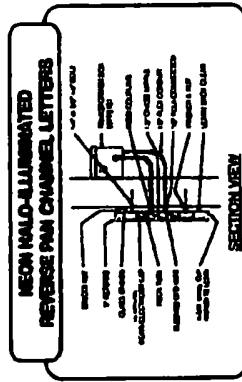
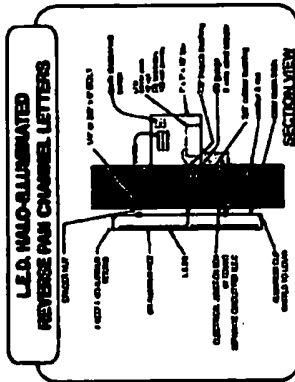
**FABRICATE & INSTALL**  
TYPICAL SET OF HALO-ILLUMINATED REVERSE CHANNEL LETTERS

**CONSTRUCTION**  
.057" ALUMINUM BACKS  
.057" ALUMINUM 5" DEEP RETURNS, COLOR AS PER TENANT

**FINISH**  
3/16" CLEAR LEAN BACKS

**MOUNTING**  
1" SPACE MOUNTED FROM WALL

**ILLUMINATION**  
SLOAN OR GEORGE L.E.D.'S OR NEON TUBING  
SINGLE OR DOUBLE STROKE  
1 STROKE PER "A"  
WITH REMOTE TRANSFORMER

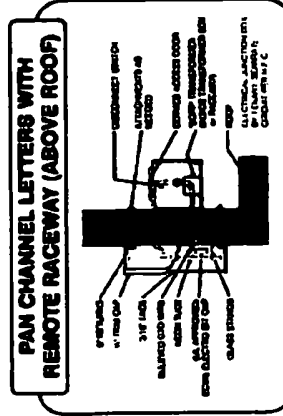
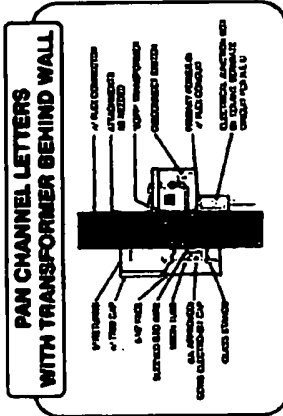


**FABRICATE & INSTALL**  
TYPICAL SET OF ILLUMINATED PAN CHANNEL LETTERS

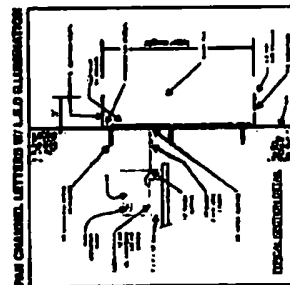
**CONSTRUCTION**  
.057" ALUMINUM BACKS  
.057" ALUMINUM RETURNS, 5" DEEP COLOR TO BE DETERMINED BY TENANT

**FINISH**  
3/16" TRIM CAP COLOR TO BE DETERMINED BY TENANT

**ILLUMINATION**  
SLOAN OR GEORGE L.E.D.'S OR NEON TUBING  
SINGLE OR DOUBLE STROKE  
1 STROKE PER "A"  
WITH REMOTE TRANSFORMER



NOTE: ALL SIGNS MUST HAVE ALL LABEL





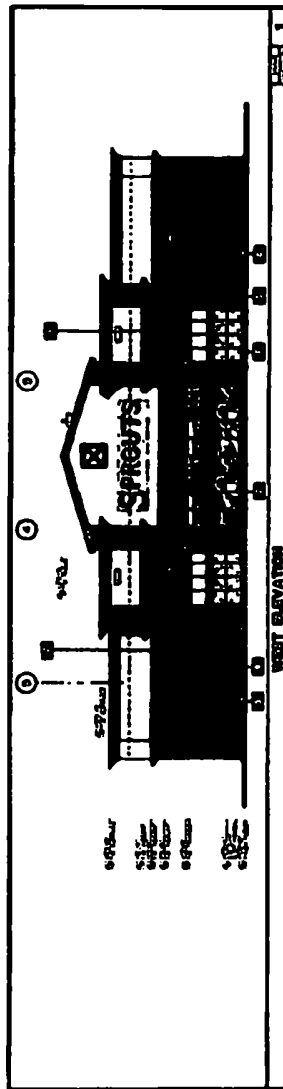
# SPROUT'S COLORED BUILDING ELEVATIONS

**TBD**

SPROUT'S FARMERS MARKET  
MADE WITH CARE  
AMHERST, USA

---

WALL PANELS  
 ROOF PANELS  
 WINDOW PANELS  
 DOOR PANELS  
 SIGNAGE  
 LIGHTING  
 FLOORING  
 CEILING  
 PAINTING  
 OTHER



EVLIDIT U

# SPROUT'S COLORED BUILDING ELEVATIONS

<b>TBD</b>	<b>FITCH</b>	<b>SPROUT'S</b> FARMERS MARKET 1000 10TH AVENUE, USA		<b>SPROUT'S FARMERS MARKET</b> MADE WITH ANYWHERE USA
------------	--------------	--	--	---

110' PAINT DELIVERY VAN  
 120' PAINT DELIVERY VAN  
 130' PAINT DELIVERY VAN  
 140' PAINT DELIVERY VAN  
 150' PAINT DELIVERY VAN  
 160' PAINT DELIVERY VAN  
 170' PAINT DELIVERY VAN  
 180' PAINT DELIVERY VAN  
 190' PAINT DELIVERY VAN  
 200' PAINT DELIVERY VAN  
 210' PAINT DELIVERY VAN  
 220' PAINT DELIVERY VAN  
 230' PAINT DELIVERY VAN  
 240' PAINT DELIVERY VAN  
 250' PAINT DELIVERY VAN  
 260' PAINT DELIVERY VAN  
 270' PAINT DELIVERY VAN  
 280' PAINT DELIVERY VAN  
 290' PAINT DELIVERY VAN  
 300' PAINT DELIVERY VAN

