10424875 5/9/2008 4:51:00 PM \$62.00 Book - 9605 Pg - 4037-4062 Gary W. Ott Recorder, Salt Lake County, UT BONNEVILLE SUPERIOR TITLE BY: eCASH, DEPUTY - EF 26 P.

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Freeman, Freeman & Smiley, LLP 3415 Sepulveda Boulevard Suite 1200 Los Angeles, CA 90034 Attn: Glenn T. Sherman, Esq. ESCYCLU INO. 128 525

PARCEL NO. PART OF 27-29-353-002

**SIGN AGREEMENT** 



#### SIGN AGREEMENT

THIS Sign Agreement (the "Agreement") is made this \_\_\_\_ day of May, 2008, by and between RIVERTON MEADOWS PARTNERS, LLC, a Nevada limited liability company ("Riverton"), and THE WILLIAM A. HON FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership ("Hon").

## **RECITALS**

- A. Riverton is the owner of that certain real property situated in Riverton City, Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Remaining Developer Property").
- B. Concurrently herewith, Hon has acquired from Riverton and Hon is the current owner of that certain real property situated in Riverton City, Salt Lake County, State of Utah, more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Hon Parcel"). The Remaining Developer Property, the Hon Parcel, the Lowe's Parcel (as described in Paragraph 1.9 below), and the Granite Parcel (as described in Paragraph 1.9 below) are operated as a shopping center pursuant to the "ECC&Rs" as defined in Paragraph 1.9 below (the "Shopping Center").
- C. The Shopping Center, Remaining Developer Property and the Hon Parcel are depicted on Exhibit "C" attached hereto and made a part hereof (the "Site Plan").
- D. Riverton and Hon have agreed that Hon will have certain rights to use a pylon sign located on the "Common Area" (as defined in the Declaration") of the Remaining Developer Property, and the parties now desire to memorialize their agreements concerning these rights. The parties further desire to confirm that all rights with respect to a Shopping Center pylon sign located on the Common Area of the Hon Parcel are reserved to Riverton (except as to any rights of Lowe's with respect to such sign, as provided in the ECC&Rs).

#### **AGREEMENTS**

# Section I.

- 1. <u>Definitions</u>. For purposes hereof:
- 1.1 The following persons and entities shall be individually referred to as a "Hon Parcel Owner" and collectively as the "Hon Parcel Owners": The record fee owner of the Hon Parcel and any and all successors or assigns of such persons or entities as the record owner or owners of fee title to all or any portion of the Hon Parcel, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Hon Parcel.
- 1.2 The following persons or entities shall be individually referred to as a "Remaining Developer Property Owner" and collectively as the "Remaining Developer Property Owners": The record fee owner and any and all successors or assigns of such

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persons or entities as the record owner or owners of fee title to all or any portion of the Remaining Developer Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such Remaining Developer Property.

- 1.3 The term "Hon Parcel Owner's Permittees" shall mean the tenant(s) or occupant(s) of the Hon Parcel, and the respective agents, employees, contractors, customers, invitees, licensees and concessionaires of (i) the Hon Parcel Owners, and/or (ii) such tenant(s) or occupant(s).
- 1.4 The term "Remaining Developer Property Owner's Permittees" shall mean the tenant(s) or occupant(s) of the Remaining Developer Property, and the respective agents, employees, contractors, customers, invitees, licensees and concessionaires of (i) the Remaining Developer Property Owners, and/or (ii) such tenant(s) or occupant(s).
- 1.5 The term "Hon Parcel" means the property described on Exhibit "B" attached hereto and made a part hereof, and if the Hon Parcel is subdivided or modified pursuant to a lot line adjustment, then each of the resulting legal parcel(s) created as a result thereof shall be a "Hon Parcel" hereunder.
- 1.6 The term "Remaining Developer Property" shall mean the parcel of real property now constituting the Remaining Developer Property as described on Exhibit "A" attached hereto and made a part hereof, any additional parcels annexed into the Remaining Developer Property as allowed under this Agreement, and if the Remaining Developer Property is subdivided or modified pursuant to a lot line adjustment, then each of the resulting legal parcel(s) created as a result thereof shall remain part of the Remaining Property hereunder.
- 1.7 The term "Annexed Parcel" shall mean all or any portion of the property or properties adjacent to the Remaining Developer Property that Declarant (as defined in the Declaration) elects to annex into the Remaining Developer Property at any time and from time to time. If Declarant ever elects to annex such adjacent property or properties into the Remaining Developer Property such that same become an Annexed Parcel, then the Annexed Parcel shall be included in the definition of the Remaining Developer Property under this Agreement. Until Declarant elects to annex any adjacent property or properties into the Remaining Developer Property, such adjacent property or properties shall not be considered a part of the Remaining Developer Property. If Declarant elects to annex the Annexed Parcel into the Remaining Developer Property, as a condition thereto, the Annexed Parcel shall be subject to this Agreement.
- 1.8 The term "Holder" shall mean Riverton or its successors and assigns duly authorized under this Agreement. Any right hereunder granted to or reserved in favor of Holder also runs in favor of the agents, employees and contractors of Holder designated by Holder. If Riverton transfers its fee simple interest in any portion of the Remaining Developer Property and expressly assigns its interest as Holder to a transferee pursuant to a document recorded in the Official Records, then the term "Holder" shall thereafter mean both Riverton (for so long as Riverton owns any portion of the Remaining Property) and

such transferee. Any Remaining Developer Property Owner who is expressly assigned Holder's interests as Holder hereunder pursuant to a document recorded in the Official Records, in accordance with the terms and conditions of this Agreement, shall also have the right to assign its interest as Holder to any subsequent transferee of its fee interest in the Remaining Property or portion thereof if done expressly pursuant to a document recorded in the Official Records. If the approval or consent of Holder is required hereunder at any time that Holder consists of more than one Remaining Developer Property Owner. then unless the Remaining Developer Property Owners constituting Holder otherwise agree in writing, such approval or consent shall require the approval or consent of both (i) Riverton, for so long as Riverton owns any portion of the Remaining Developer Property. and (ii) a majority of the Remaining Developer Property Owners (other than Riverton) then constituting Holder. Any Remaining Developer Property Owner constituting Holder shall have the rights of Holder hereunder only for so long as such Remaining Developer Property Owner continues to own a fee interest in a portion of the Remaining Developer Property. If there is no longer a "Holder" of the "Remaining Developer Property," then any matters to be approved by Holder shall then require the approval of a majority of the Remaining Developer Property Owners.

- 1.9 The terms "ECC&Rs" shall mean that certain Easements, Agreements, Conditions and Restrictions dated July 29, 2005, entered into by and between Riverton and Lowe's HIW, Inc., a Washington corporation ("Lowe's"), and recorded on July 29, 2005, in the Official Records of the County Recorder of Salt Lake County, Utah (the "Official Records") as Entry No. 944-6111, in Book 9166, Pages 4403-4467, inclusive, as amended by First Amendment to Easements, Agreements, Conditions and Restrictions dated September 27, 2007, entered into by and between Riverton and Lowe's, and recorded on November 15, 2007, in the Official Records, as Entry No. 10276271 in Book 9537, Pages 6173-6183 inclusive, and it may hereafter be further amended. References herein to "Lowe's" shall include the successors and assigns of Lowe's ownership of the "Lowe's Parcel" under the ECC&Rs, as defined in the ECC&Rs. The "Developer Parcel" referred to in the ECC&Rs includes the Remaining Developer Property, the Hon Parcel and a parcel currently owned by Granite Federal Credit Union (the "Granite Parcel").
- 1.10 The term "Declaration" shall mean that certain Declaration of Agreements, Conditions and Restrictions dated April 23, 2007, and recorded on May 1, 2007 in the Official Records as Entry No. 10085140, in Book 9458, Pages 3297-3321, inclusive, as it may hereafter be amended. The "Property" described therein includes the Remaining Developer Property, the Hon Parcel, and the Granite Parcel. Pursuant to the Declaration, Riverton as the "Declarant" thereunder has the right, in its discretion, to control signage in the Common Area.
- 1.11 "Pylon Sign A" shall mean that certain pylon sign located on the Common Area of the Hon Parcel, as shown on Exhibit "C".
- 1.12 "Pylon Sign B" shall mean that certain pylon sign located on the Common Area of the Remaining Developer Property near the intersection of Bangerter Highway and 12600 South, as shown on Exhibit "C".

- 1.13 "Bank of the West" shall mean that certain tenant entitled to occupy a portion of the Hon Parcel pursuant to written lease.
- 1.14 "Pylon Sign B Spaces" shall mean the spaces on Pylon Sign B currently designated "Bank of the West" on the pylon sign drawing attached hereto as Exhibit "D" and made a part hereof (the "Pylon Sign B Exhibit").

#### Section 2

- 2.1 <u>Pylon Sign B.</u> Subject to all the following terms and conditions, the Hon Parcel Owner shall have the right, subject to the terms of any tenant leases of the Hon Parcel, to provide tenants of the Hon Parcel the right to display signage on the Pylon Sign B Spaces, as shown on the Pylon Sign B Exhibit. As of the date hereof, the written lease of Bank of the West provides such tenant with the right (subject to the terms and conditions more fully described in such lease) to display signage on the Pylon Sign B Spaces.
- (a) The Hon Parcel Owner shall be responsible, at its sole cost and expense, to maintain in good order, and to repair and replace as necessary, the panels for the Pylon Sign B Spaces. Upon (i) prior written notice to (1) the Remaining Developer Property Owner (provided that if the Remaining Developer Property is subsequently further subdivided, then notice need be given only to such Owner of the portion of the Remaining Developer Property on which Pylon Sign B is located) and (2) Holder, and (ii) compliance with any requirements of Holder as to such work, and with the applicable terms and conditions of the Declaration and the ECC&Rs, the Hon Parcel Owner may enter upon the Common Area of the Remaining Developer Property where Pylon Sign B is located for purposes of performing such maintenance, repair and replacement of the panels. The Hon Parcel Owner shall use commercially reasonable efforts to ensure that such activities do not unreasonably interfere with the business being conducted at the Shopping Center.
- (b) Holder shall maintain or cause to be maintained in good order, and shall repair and replace when necessary, Pylon Sign B (except the panels which are the responsibility of the Hon Parcel Owner as provided above) and the utilities servicing same, provided that the Hon Parcel Owner shall reimburse Holder for its proportionate share of such maintenance, repair and replacement costs, such proportionate share in each case based on the ratio of the area of the Pylon Sign B Spaces for use by the Hon Parcel Owner, to the total area available on Pylon Sign B for display by tenants or occupants. Notwithstanding anything to the contrary in the foregoing provision, Holder at its option may elect not to repair or rebuild any sign which is destroyed or which is no longer capable of repair, and may instead elect to remove it, in which case, any rights of the Hon Parcel Owner shall cease.
- (c) The Hon Parcel Owner shall have the right to receive any rental paid by tenants pursuant to leases of the Hon Parcel for display of signage on the Pylon Sign B Spaces, in accordance with the terms of such leases.
- (d) If there is a vacancy of Bank of the West, or if Bank of the West decline(s) to have their signage displayed in the Pylon Sign B Spaces, then (A) the Hon

Parcel Owner shall remain liable for its proportionate share of any maintenance, repair and replacement costs for Pylon Sign B as provided above, and (B) the Hon Parcel Owner shall maintain the right to place signage of another tenant of the Hon Parcel in the Pylon Sign B Spaces and collect rents for the Pylon Sign B Spaces; provided, however, if a vacancy continues, or the Pylon Sign B Spaces are not utilized, for one hundred eighty (180) days, then at any time thereafter, Holder shall have the right to lease from the Hon Parcel Owner (and the Hon Parcel Owner shall have the obligation to lease to Holder) the Pylon Sign B Spaces upon the then-prevailing market rate and conditions.

- (e) Except as otherwise expressly granted herein, and except as to any rights of Lowe's pursuant to the ECC&Rs, Hon acknowledges and agrees, for itself and all future Hon Parcel Owners and Hon Parcel Owner's Permittees, that all rights with respect to Pylon Sign B are expressly reserved to Holder in Holder's sole discretion and may be granted to others.
- 2.2 <u>Pylon Sign A</u>. Hon, for itself and all future Hon Parcel owners and Hon Parcel Owner's Permittees, acknowledges and agrees, notwithstanding that Pylon Sign A is located on the Common Area of the Hon Parcel, that (i) no Hon Parcel Owner or Han Parcel Owner's Permittees has any present right to use Pylon Sign A, (ii) except as to any rights of Lowe's as described in the ECC&Rs, all rights with respect to Pylon Sign A are expressly reserved to Holder in Holder's sole discretion and may be granted to others, and (b) the easement rights granted in Section 2.7 of the ECC&Rs are hereby reaffirmed.
- 3. <u>Term.</u> The terms, covenants and conditions of this Agreement shall be effective commencing on the date of recordation of this Agreement in the Official Records and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of (i) Holder or, if there no longer is a "Holder", by the majority of the Remaining Property Owners, and (ii) Hon Parcel Owner, evidenced by a document that has been fully executed and acknowledged by such parties and recorded in the Official Records.

#### 4. Miscellaneous.

- 4.1 <u>Attorneys' Fees</u>. In the event either party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 4.2 <u>Amendment.</u> The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of (i) Holder or, if there is no longer a "Holder," by the majority of the Remaining Property Owners, and (ii) Hon Parcel Owner, evidenced by a document that has been fully executed and acknowledged by such parties and recorded in the Official Records.
- 4.3 <u>Consents</u>. Wherever in this Agreement the consent or approval of Holder or the Remaining Property Owners is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for



consent or approval shall: (a) be in writing; (b) specify the paragraph hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of a Holder or a Remaining Property Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

- 4.4 <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 4.5 <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 4.6 Agreements to Run with Land. It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives, as applicable.
- 4.7 <u>Grantee's Acceptance</u>. Any grantee of the Hon Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent Hon Parcel Owner, shall accept such deed or contract upon and subject to each and all of the covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to Hon Parcel during the period of such grantee's ownership of the Hon Parcel.
- 4.8 <u>Separability</u>. Each provision of this Agreement and the application thereof to is hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement, and such provision shall be enforceable only to the extent permitted by law. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of the entire Remaining Developer Property and Hon Parcel by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.
  - 4.9 <u>Time of Essence</u>. Time is of the essence of this Agreement.

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- 4.10 <u>Entire Agreement</u>. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings (except those set forth in the Declaration or the ECC&Rs between the parties recorded concurrently herewith, unless otherwise expressly provided herein) are superseded hereby.
- 4.11 <u>Notices</u>. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time its respective address for notice hereunder by like notice to the other party. The notice addresses of the parties hereto is as follows:

Holder:

Riverton Meadows Partners, LLC 5850 Canoga Avenue, Suite 650 Woodland Hills, California 91367 Attention: David M. Frank

With a Copy to:

Freeman, Freeman & Smiley, LLP 3415 Sepulveda Boulevard, Suite 1200 Los Angeles, California 90034

Los Angeles, California 90034 Attention: Glenn T. Sherman

Hon

Parcel Owner:

The William A. Hon Family Limited Partnership

P.O. Box 190870 Boise, Idaho 83702

Address for personal delivery:

2332 N. Cliffview Way Boise, Idaho 83702

With a copy to:

Mike Ballantyne 250 S. Fifth Street Boise, Idaho 83702

- 4.12 <u>Governing Law</u>. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Declaration.
- 4.13 <u>Estoppel Certificates</u>. Each party shall, within thirty (30) days of its receipt of a written request from any the other party, execute and deliver to the requesting party a certificate in recordable form stating that: (a) this Agreement is unmodified and in full force and effect (or has been modified and identifying the modifications), and (b) whether or not such party has sent any notice of any breach of this Agreement to the other party that has not been cured.

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- 4.14 <u>Bankruptcy</u>. In the event of any bankruptcy affecting any party to this Agreement, their successors or assigns, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.
- 4.15 <u>Subordinate Agreements</u>. Any Hon Parcel Owner may record additional easements, covenants, conditions or restrictions applicable to the Hon Parcel only, so long as the same are subordinate to and not in conflict with this Agreement.
- 4.16 <u>Hon Parcel Owner's Right to Pass Through Costs</u>. Nothing herein shall prohibit Hon Parcel Owner from charging its Permittees any costs which Hon Parcel Owner is required to incur hereunder.
- 4.17 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which counterparts shall be deemed an original and all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HOLDER:	PURCHASER:
RIVERTON MEADOWS PARTNERS, LLC a Nevada limited liability company	THE WILLIAM A. HON FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership
By: The Merrill Companies, LLC, a California limited liability company, Its Co-Manager  By: David M. Frank, Chief Executive Officer	By: William A. Hon, its General Partner
By: Bangerter 126 Real Estate Holdings, LLC, a Nevada limited liability company, Its Co-Manager	
By: Kevin Golshan, its Manager	

STATE OF NEVADA	)	
	) ss.	
COUNTY OF CLARK	)	
		eber, a Notary Public, personally
appeared David M	Frank	, proved to me on
the basis of satisfactory e	vidence to be the p	person(s) whose name(s) (s) are
		wledged to me that he/she/they
executed the same in h	is her/their authorize	ed capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf

NOTARY PUBLIC STATE OF NEVADA County of Clark KATIE KLEBER Appt. No. 05-93892-1 Appl. Expires Dec. 22, 2008

WITNESS my hand and official Seal.

of which the person(s) acted, executed the instrument.

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By: The Merrill Companies, LLC, a California limited liability company, Its Co-Manager  By:	By: William A. Hon, its General Partner
David M. Frank, Chief Executive Officer	
By: Bangerter 126 Real Estate Holdings, LLC, a Nevada limited liability company, Its Co-Manager	

Kevin Golshan, its Manager

* ·	·
STATE OF Coldonia ) ss.	
COUNTY OF LOS X (	•
evidence to be the person whose name is sul me that he executed the same in his auti	Notary Public, who proved to me on the basis of satisfactory bscribed to the within instrument and acknowledged to horized capacity, and that by his signature on the alf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJU foregoing paragraph is true and correct.	IRY under the laws of the State of California that the
WITNESS my hand and official seal.	
ALPHA C. GILES Commission # 1707444 Notary Public - California E Los Angeles County MyComm. Expires Nov 25, 2010	NOTARY PUBLIC
STATE OF ) ss.	
COUNTY OF	
evidence to be the person whose name is sul me that he executed the same in his aut	, Notary Public, me, who proved to me on the basis of satisfactory bscribed to the within instrument and acknowledged to horized capacity, and that by his signature on the alf of which the person acted, executed the instrument.
I certify under PENALTY OF PERJU foregoing paragraph is true and correct.	IRY under the laws of the State of California that the
WITNESS my hand and official seal.	
	NOTARY PUBLIC

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- 4.15 <u>Subordinate Agreements</u>. Any Hon Parcel Owner may record additional easements, covenants, conditions or restrictions applicable to the Hon Parcel only, so long as the same are subordinate to and not in conflict with this Agreement.
- 4.16 <u>Hon Parcel Owner's Right to Pass Through Costs</u>. Nothing herein shall prohibit Hon Parcel Owner from charging its Permittees any costs which Hon Parcel Owner is required to incur hereunder.
- 4.17 <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which counterparts shall be deemed an original and all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

HOLDER:	PURCHASER:
RIVERTON MEADOWS PARTNERS, LLC a Nevada limited liability company  By: The Merrill Companies, LLC, a California limited liability company, Its Co-Manager	THE WILLIAM A. HON FAMILY LIMITED PARTNERSHIP, an Idaho limited partnership  By: William A. Hon, its General Partner
By: David M. Frank, Chief Executive Officer	
By: Bangerter 126 Real Estate Holdings, LLC, a Nevada limited liability company, Its Co-Manager	
By: Kevin Golshan, its Manager	

STATE OF
foregoing paragraph is true and correct.
WITNESS my hand and official seat.
NOTARY PUBLIC  NOTARY PUBLIC
STATE OF)
COUNTY OF)
On, 2008, before me,, Notary Public, personally appeared, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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.
NOTARY PUBLIC

#### **EXHIBIT "A"**

## LEGAL DESCRIPTION OF REMAINING DEVELOPER PROPERTY

IN THE STATE OF UTAH, COUNTY OF SALT LAKE, RIVERTON CITY:

ALL OF LOT 1, RIVERTON MEADOWS COMM 3, RECORDED AS NO. 10411462, IN BOOK 2008, AT PAGE 102, OFFICIAL RECORDS; ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, T.3S., R.1W., S.L.B.&M., IN THE CITY OF RIVERTON, COUNTY OF SALT LAKE, STATE OF UTAH.

**EXHIBIT "A"** 

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## **EXHIBIT "B"**

# **LEGAL DESCRIPTION OF HON PARCEL**

IN THE STATE OF UTAH, COUNTY OF SALT LAKE, RIVERTON CITY:

ALL OF LOT 2, RIVERTON MEADOWS COMM 3, RECORDED AS NO. 10411462, IN BOOK 2008, AT PAGE 102, OFFICIAL RECORDS; ALL THAT PART OF THE SOUTHWEST QUARTER OF SECTION 29, T.3S., R.1W., S.L.B.&M., IN THE CITY OF RIVERTON, COUNTY OF SALT LAKE, STATE OF UTAH.

**EXHIBIT** "B"

# **EXHIBIT C**

# DEPICTION OF SHOPPING CENTER, HON PARCEL, REMAINING DEVELOPER PROPERTY AND LOCATION OF PYLON SIGN A AND PYLON SIGN B

SEE ATTACHED

EXHIBIT "C"

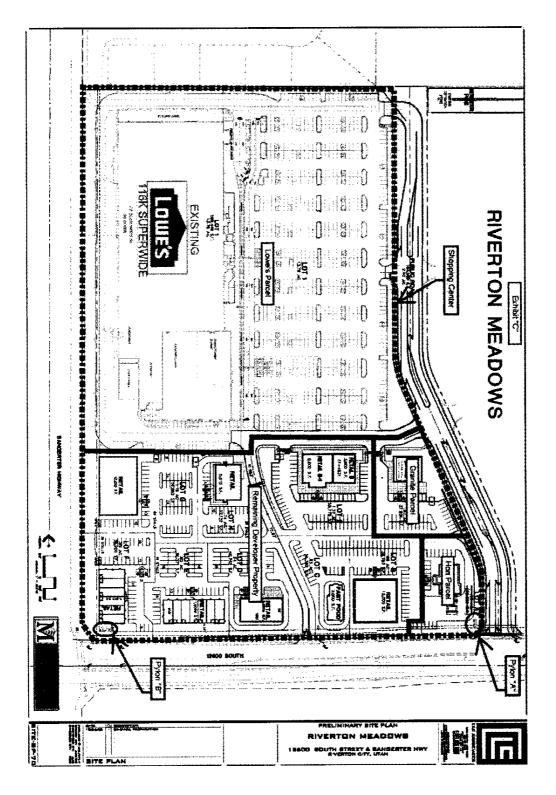


EXHIBIT "C"

19203-945 808845.2

# EXHIBIT "D"

# **PYLON SIGN B EXHIBIT**

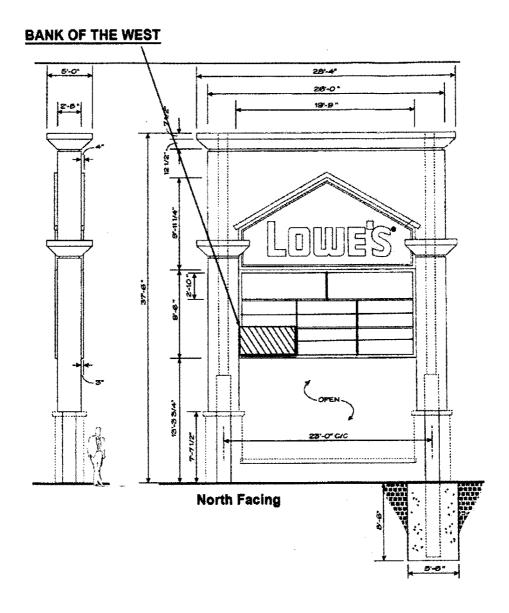


EXHIBIT "D" Page 1 of 2

# **EXHIBIT "D"**

# **PYLON SIGN B EXHIBIT**

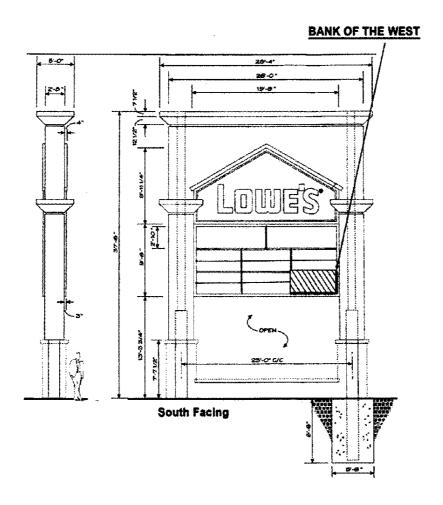


EXHIBIT "D" Page 2 of 2

## **EXHIBIT "A"**

# LEGAL DESCRIPTION OF REMAINING DEVELOPER PROPERTY

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**EXHIBIT "A"** 

## **EXHIBIT "B"**

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**EXHIBIT "B"** 

## **EXHIBIT C**

# DEPICTION OF SHOPPING CENTER, HON PARCEL, REMAINING DEVELOPER PROPERTY AND LOCATION OF PYLON SIGN A AND PYLON SIGN B

SEE ATTACHED

EXHIBIT "C"

19203-945 808845.2

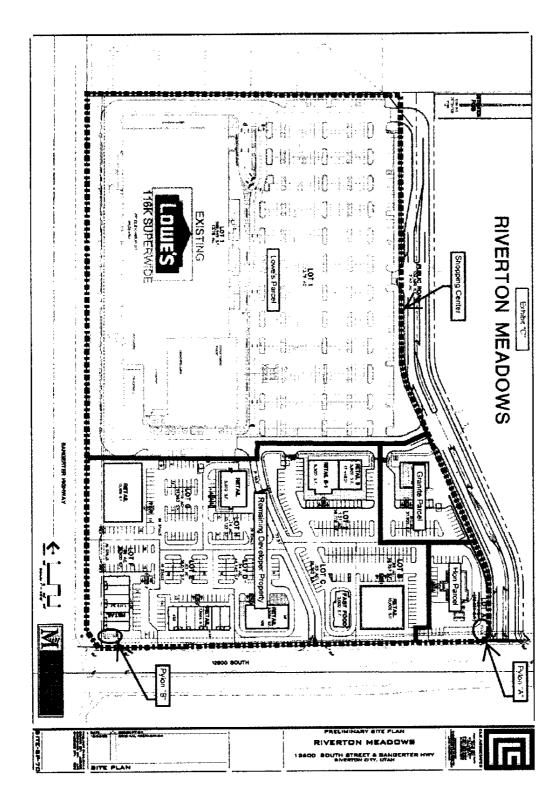


EXHIBIT "C"

19203-945 808845.2

# EXHIBIT "D"

# **PYLON SIGN B EXHIBIT**

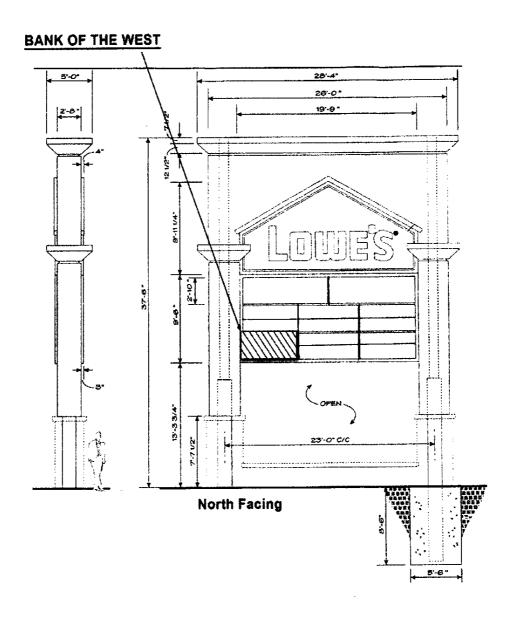


EXHIBIT "D" Page 1 of 2

# EXHIBIT "D"

# **PYLON SIGN B EXHIBIT**

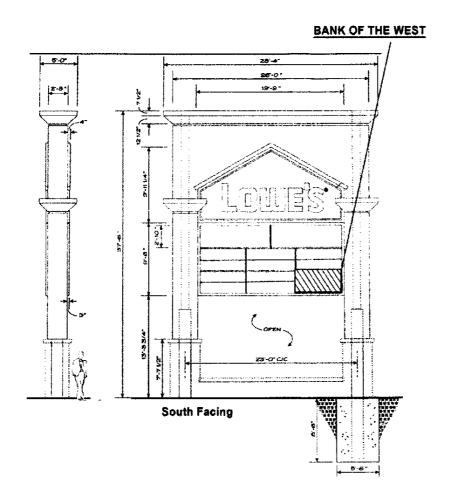


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