

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Westlake Partners Phase D, LLC
Westlake Partners Phase F, LLC
c/o WPI
5457 West 11000 North, Suite No. 200
Highland, Utah 84003
Attn: Daniel Schmidt



ENT 62890=2023 PG 1 of 13
ANDREA ALLEN
UTAH COUNTY RECORDER
2023 Sep 22 02:57 PM FEE 40.00 BY CS
RECORDED FOR WESTLAKE PARTNERS PHASE F

APNs: _____

(Space Above This Line For Recorder's Use)

**SIGN CONSTRUCTION, MAINTENANCE,
AND EASEMENT AGREEMENT**

This SIGN CONSTRUCTION, MAINTENANCE AND EASEMENT AGREEMENT (this "**Agreement**"), dated as of June 1, 2023, is entered into by and between Harman Management Corporation, a Utah corporation ("**KFC**") and **WESTLAKE PARTNERS PHASE D, LLC**, a Utah limited liability company, and **WESTLAKE PARTNERS PHASE F, LLC**, a Utah limited liability company (collectively "**Westlake Partners**"); individually a "**Party**", and collectively, the "**Parties**".

RECITALS:

A. KFC, is the owner of certain real property described in **Exhibit A** (the "**KFC Property**"), which is part of the *Westlake Shopping Center* located at the intersection of Exchange Drive and Crossroads Blvd. in the City of Saratoga Springs, County of Utah (the "**Shopping Center**").

B. Westlake Partners is the owner and developer of certain adjacent commercial real property described in **Exhibit B** and depicted in Exhibit C (the "**Westlake Partners Property**").

C. The Parties desire to memorialize their agreement concerning, among other things: (a) Westlake Partner's permission and obligation to construct a Pylon Sign (defined below) on the KFC Property as described herein; (b) Westlake Partners' obligation to maintain and repair such Pylon Sign (subject to certain reimbursements from KFC), as set forth herein; and (c) Westlake Partners' easement right (over, on, and across certain portions of the KFC Property) to install, maintain, and repair the Pylon Sign, all on the terms and conditions more particularly hereinafter set forth below.

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

1. CONSTRUCTION OF PYLON SIGN.

1.1 Subject to the terms of this Agreement, Westlake Partners shall promptly demolish and remove the existing monument sign located on the KFC Property, thereafter promptly reimburse KFC the cost of the monument sign of Thirty-One Thousand, Seven-Hundred Fifty-Eight Dollars (\$31,758), as well as construct a replacement multi-tenant pylon sign (the “**Pylon Sign**”), at Westlake Partner’s sole cost and expense, on the KFC Property in accordance with: (a) the design as generally depicted in **Exhibit D** attached hereto and incorporated herein by this reference;. Prior to construction, Westlake Partners shall be responsible for obtaining all requisite approvals and permits for the construction and installation of the Pylon Sign from the applicable governmental authorities having jurisdiction over the KFC Property. It is anticipated that the Pylon Sign will be constructed between August 15, 2023 and September 15, 2023. The KFC sign will be provided by KFC and reimbursed by Westlake Partners. The Pylon Sign shall be located on the KFC Property within the area shown on the site plan of the KFC Property attached hereto as **Exhibit E**. Westlake Partners shall reasonably coordinate with KFC as to the timing and scheduling of its work; and conduct its demo work and construction work in such a manner as minimizes unreasonable disruption to KFC’s business operations. All of Westlake Partners’ work shall be promptly commenced, diligently prosecuted to completion, and conducted in a safe, lien-free, good and workmanlike manner.

2. **GRANT OF EASEMENT.** Subject to the terms and conditions hereof, KFC hereby grants to Westlake Partners, and its successors and assigns, a perpetual non-exclusive easement (the “**Sign Easement**”) on, over and across that specific portion of the KFC Property identified in Exhibit E to construct, install, maintain, repair, and replace, from time to time the Pylon Sign, and to install, maintain, repair, and replace, from time to time certain sign panels (“**Sign Panels**”) on the Pylon Sign. In connection with any such Pylon Sign construction and Sign Panel installation work, or related activity, Westlake Partners shall comply with the indemnity obligations set forth in **Section 3** of this Agreement and the insurance requirements set forth in **Section 4** of this Agreement.

2.1 The Sign Easement granted herein shall be a burden on the KFC Property and shall be for the benefit of the Westlake Partner’s Property and shall run with land. The Sign Easement granted pursuant to this Agreement shall be perpetual in its term and shall not be extinguished by transfer of any interest in the Westlake Partners Property or the KFC Property or any portion thereof.

2.2 The Sign Easement granted herein shall also include the right to install, and/or tap in to, or connect the Pylon Sign to such above ground or underground electrical facilities on the KFC Property as are reasonably necessary to serve the Pylon Sign. However, the electrical service connections for the Pylon Sign shall be metered by a Westlake Partners electrical meter. The electrical expense for the Pylon Sign shall be prorated to KFC and other users with Sign Panels in accordance with the shared common area costs provisions of the REA governing the KFC property and the Shopping Center.

2.3 Intentionally deleted.

2.4 Intentionally deleted.

2.5 All Sign Panels (if designed to be illuminated), shall be illuminated during the same time during the day (or night) on the Pylon Sign.

2.6 All Sign Panels on the Pylon Sign shall be installed and maintained in a professional first-class condition. Subsequent to Westlake Partners installation of KFC's sign panel, KFC shall be responsible for maintaining the KFC sign panel in a professional first-class condition. Westlake Partners shall have the right to reasonably require KFC to update or repair the KFC Sign Panel from time to time to maintain quality and standard purposes. Westlake Partners shall provide thirty (30) days' notice to KFC that their Sign Panel must be updated or repaired. Failure to update or repair the Sign Panel shall be a material breach of this Agreement which shall promptly be remedied by the applicable Party.

3. **INDEMNITY.** Westlake Partners agrees to indemnify, hold harmless and defend KFC, its officers, employees, and agents, from and against any and all costs, claims, liabilities, mechanic's liens, property damage, or personal injuries, arising directly or indirectly from Westlake Partners' or its representatives' activities on the KFC Property in connection with the installation, repair and maintenance of the Pylon Sign and its Sign Panels, except to the extent such claims arise from KFC's gross negligence or willful misconduct.

4. **INSURANCE.**

4.1 Prior to entering the KFC Property, Westlake Partners and/or its applicable contractor shall obtain the policies of insurance required pursuant to this Section.

4.2 Prior to entering the KFC Property to install or maintain the Pylon Sign or any of its Sign Panels, Westlake Partners shall provide to KFC a certificate of insurance ("**Certificate**") as evidence that the insurance required hereunder is in full force and effect. The Certificate shall specify in writing that the insurer shall provide written notice to KFC not less than thirty (30) days' prior to any cancellation, termination, expiration without renewal, or reduction in coverage limits of the policies.

4.3 The insurance required of Westlake Partners pursuant to this Section shall include the following:


(a) Commercial general liability insurance covering claims for bodily injury (including death) and property damage that may arise or result from acts or omissions by Westlake Partners or its representatives in connection with this Agreement (the "**Liability Policy**"). The Liability Policy shall name KFC as an additional insured and a waiver of the insurer's rights of subrogation. The Liability Policy shall include coverage for the contractual liability assumed by Westlake Partners pursuant to Section 3. The Liability Policy shall provide coverage in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence. KFC may reasonably increase the minimum insurance coverage amount from time to time by providing written notice to Westlake Partners.

(b) Workers' Compensation Insurance if and to the extent required pursuant to applicable Utah law to secure compensation for Westlake Partners' employees (if any).


5. **CONTRACTOR'S INSURANCE.** Except as provided herein, Westlake Partners shall require that each contractor performing any services in connection with this Agreement shall obtain and maintain at a minimum the insurance coverage in accordance with the provisions hereof. In lieu of requiring each contractor to obtain liability insurance as provided herein, Westlake Partners may provide a program of wrap-around or similar insurance covering all or substantially all contractors and subcontractors working on the KFC Property (on or about the Pylon Sign) for and on behalf of Westlake Partners.
6. **ATTORNEYS' FEES.** In the event of litigation to interpret or enforce this Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and costs of suit.
7. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.
8. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.
9. **FURTHER ASSURANCES.** The Parties hereby covenant to each other and agree that they will execute, at no additional cost, such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out this Agreement.
10. **AMENDMENTS AND WAIVERS.** No amendment of any provision of this Agreement shall be valid unless it shall be in writing and signed by the Parties hereto. No waiver by any Party or any provision hereof, whether intentional or not, shall be deemed to extend to any prior or subsequent waiver or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
11. **INTERPRETATION.** The paragraph headings of this Agreement are for reference and convenience only and are not part of this Agreement. They have no effect upon the construction or interpretation of any part hereof. The provisions of this Agreement shall be construed in a reasonable manner to effectuate the purposes of the Parties and of this Agreement.
12. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.
13. **AUTHORITY.** The persons executing this Agreement on behalf of their respective principals represent that (i) they have been authorized to do so and that they hereby bind the principals to the terms and conditions of this Agreement and (ii) their respective principals are properly and duly organized and existing under the laws of their respective state of formation.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the date set forth above.

KFC: HARMAN MANAGEMENT CORPORATION
a Utah corporation

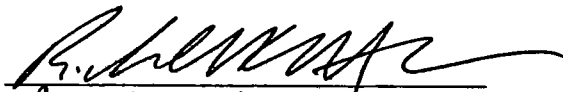
By: 
Name: BRENTON JACKSON
Its: DIRECTOR OF REAL ESTATE

Westlake Partners: WESTLAKE PARTNERS PHASE D, LLC,
a Utah limited liability company

By: 
Name: Attorney Richard Mendonhall
Its: Manager

And

WESTLAKE PARTNERS PHASE F, LLC,
a Utah limited liability company

By: 
Name: Richard Mendonhall
Its: Manager

[SIGNATURES MUST BE NOTARIZED]

ACKNOWLEDGMENT

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 Santa Clara

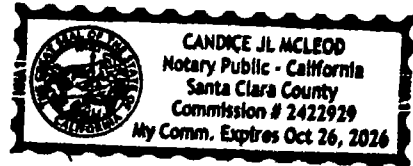
On 9/1/2023 before me, Candice JL McLeod, Notary Public
(insert name and title of the officer)

personally appeared Brenton Jackson
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 Candice JL McLeod



(Seal)

Sign Construction, Maintenance and Easement Agreement
Westlake Partners
Harman Management Corporation
Saratoga Springs, UTAH

ACKNOWLEDGEMENT

STATE OF UTAH)
) ss.
COUNTY OF _____)

On _____, 2023, personally appeared before me, a Notary Public _____, the _____ of _____ personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of _____.

WITNESS my hand and official Seal.

Notary Public in and for said State SEAL:

ACKNOWLEDGEMENT

STATE OF UTAH)
) Ss.
COUNTY OF UTAH)

On SEPT. 22, 2023, personally appeared before me, a Notary Public, RICHARD MENDENHALL, the MANAGER of Westlake Partners Phase D, LLC, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of Westlake Partners Phase D, LLC.

WITNESS my hand and official Seal.

Chris J. Patch
Notary Public in and for said State

SEAL:

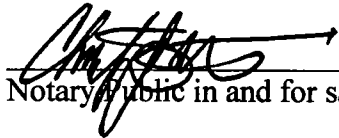


ACKNOWLEDGEMENT

STATE OF UTAH)
) Ss.
COUNTY OF UTAH)

On SEPTEMBER 22, 2023, personally appeared before me, a Notary Public,
RICHARD MENDENHALL the MANAGER of Westlake Partners Phase F, LLC,
personally known or proved to me to be the person whose name is subscribed to the above
instrument who acknowledged to me that he executed the above instrument on behalf of
Westlake Partners Phase D, LLC.

WITNESS my hand and official Seal.


Notary Public in and for said State

SEAL:

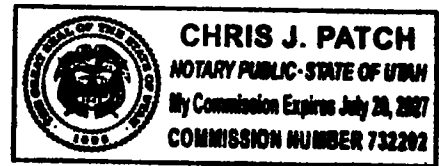


EXHIBIT A**Legal Description of KFC Property**

A portion of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point on the East right-of-way line of West Commerce Drive as shown on Plat "A", *SARATOGA SPRINGS COMMERCIAL* subdivision according to the official plat thereof, said point being located N0°22'47"E along the Section Line 991.05 feet and East 1039.26 feet from the West 1/4 Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian; thence along said right-of-way the following three (3) courses: North 49.46 feet; thence N7°46'10"E 88.75 feet; thence North 87.53 feet; thence along the arc of a 26.00 foot radius curve to the right 41.12 feet through a central angle of 90°36'59" (chord: N45°18'29"E 36.97 feet); thence S89°23'01"E 107.97 feet; thence South 250.46 feet; thence N89°43'27"W 146.25 feet to the point of beginning.

Parcel No.: 58-032-0168 (part of)

Address Reference: 1378 North Exchange Drive, Saratoga Springs, UT 84043

EXHIBIT B**Legal Description of Westlake Partners Property**

A portion of the Northwest Quarter of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, located in Saratoga Springs, Utah, more particularly described as follows:

Beginning at a point located N89°48'52"E along the 1/4 Section Line 1045.83 feet from the West 1/4 Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian (Basis of Bearing: N0°22'47"E along the section line between the West 1/4 and the Northwest Corner of Section 14); thence North 1037.09 feet; thence N7°46'11"E 88.76 feet; thence North 122.88 feet to the south line of Crossroads Boulevard; thence along said line the following three (3) courses: S89°23'31"E 816.49 feet; thence S85°28'01"E 380.84 feet; thence S89°28'12"E 38.77 feet to the west line of Plat "A", Gateway at Saratoga Springs Subdivision; thence along said subdivision the following three (3) courses: S0°09'38"W 247.31 feet; thence S66°38'54"E 74.77 feet; thence S89°22'39"E 254.95 feet to the west line of Redwood Road; thence along said west line the following three (3) courses: S0°30'32"W 483.35 feet; thence S1°24'07"W 300.11 feet; thence S0°22'43"W 140.69 feet to the quarter section line; thence S89°48'52"W along said line 1557.19 feet to the point of beginning.

Contains: ±42.06 Acres

EXHIBIT C

Depiction of Westlake Partners Property

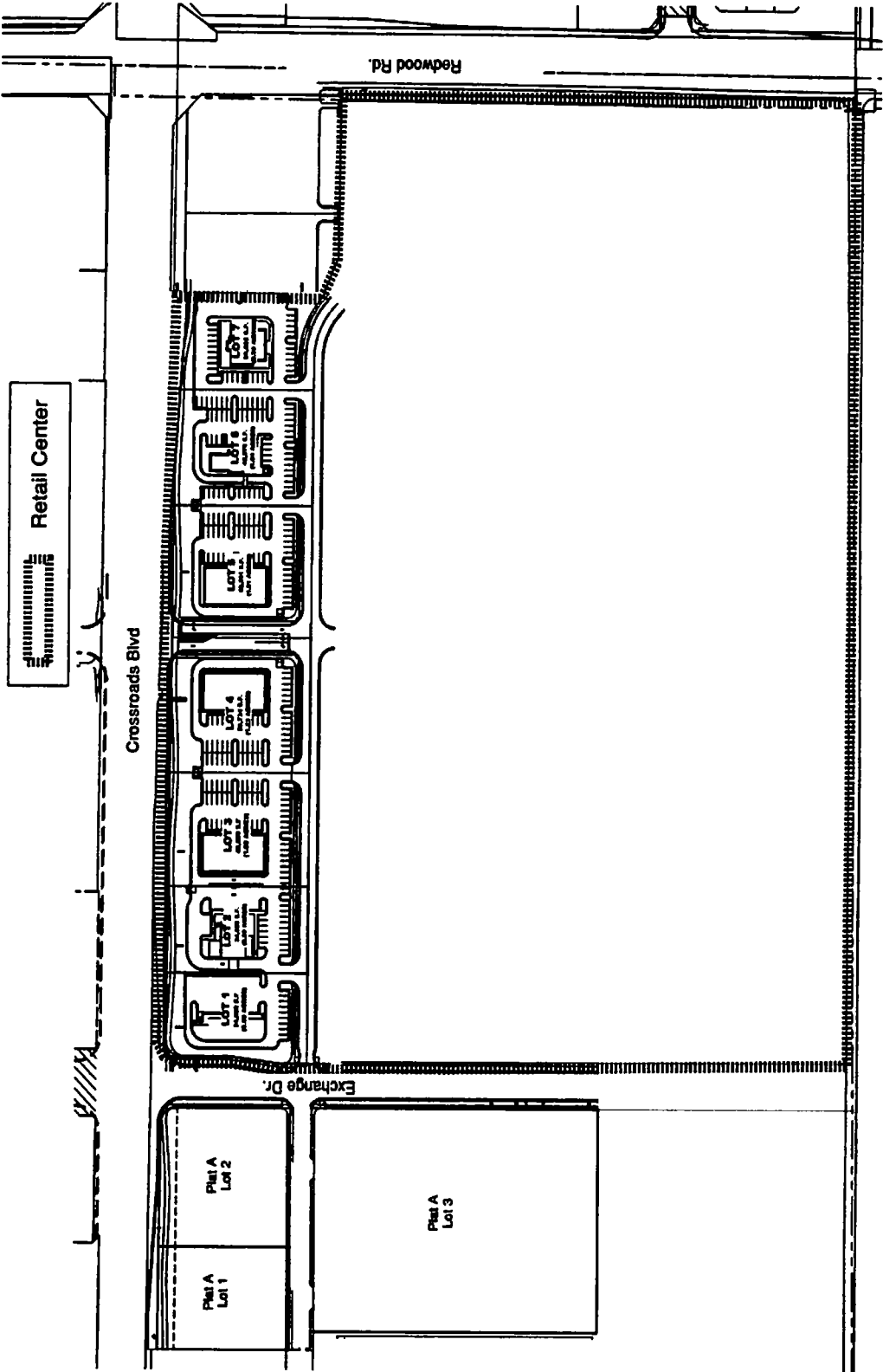
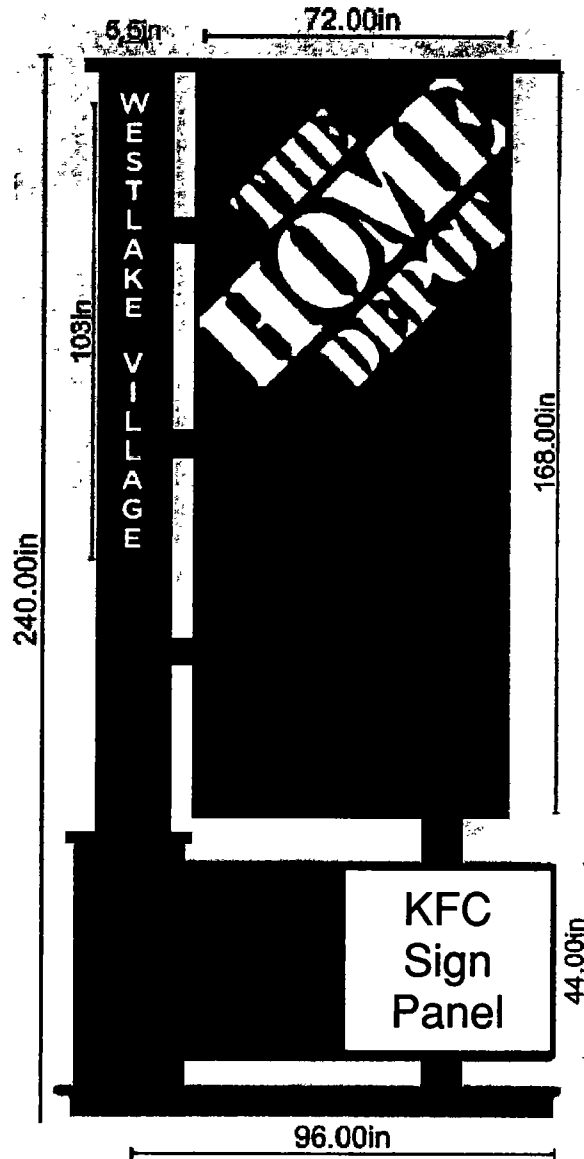


EXHIBIT D

Depiction of Proposed Pylon Sign



Shopping Center Pylon Sign	
KFC SIGN PORTION	
Width	4.00
Height	3.67
Total SF	14.67
Pylon Total	113.33
KFC Prorata	12.94%

EXHIBIT E

Depiction of new Pylon Sign Location on KFC Property

