

WHEN RECORDED, MAIL TO:  
Avalon Properties, L.C.  
4425 South 500 West, Suite A  
Murray UT 84123

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CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1994 AUG 11 4:06 PM FEE 17.00 DEP JB  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

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SIGN EASEMENT

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of August, 1994, by and between AVALON PROPERTIES, L.C., a Utah limited liability company, hereinafter referred to as "AVALON", and SUPER WASH, INC., an Illinois Corporation, hereinafter referred to as "SUPER WASH";

WHEREAS, SUPER WASH is purchasing from AVALON a parcel of real property located at approximately 600 North Highway 106, Kaysville, Davis County, State of Utah, which property is described as follows:

Beginning on the Easterly right-of-way line of State Highway 106 at a point which is North 46° 25' West 703.50 feet and North 75° 10' West 453.99 feet along said Easterly line from the Southwest corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10'00" West 110.00 feet along said right-of-way line; thence North 14° 50'00" East 139.99 feet; thence South 75° 10'00" East 110.00 feet; thence South 14° 50'00" West 139.99 feet to the point of beginning (hereinafter referred to as "Parcel C");

WHEREAS, AVALON is the owner of the adjacent real property now being used as a shopping center which is described as follows:

Beginning on the Easterly right-of-way line of State Highway 106 at a point which is North 46° 25' West 703.50 feet and North 75° 10' West 249.27 feet from the Southwest corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10'00" West 35.36 feet along the said Easterly right-of-way line; thence North 43° 35'00" East 159.67 feet; thence North 75° 10'00" West 478.29 feet to the Southeasterly line of 600 North Street; thence North 14° 12'00" East 43.64 feet along said Southeasterly line to a point of curve; thence Northeasterly 275.94 feet along an 1132.00 foot radius curve to the right to a point of reverse curve (radius point bears North 61° 50'00" West); thence Northeasterly 190.31 feet along a 431.36 foot radius curve to the left to a point of reverse curve (radius point bears South 87° 06'39" East); thence Northeasterly 143.26 feet along a 255.51 foot radius curve to the right to a point (radius point bears South 54° 59'09" East) on said curve, thence South 43° 14'00" East 725.47 feet; thence South 43° 35'00" West 459.96 feet to the point of beginning (hereinafter referred to as "Parcel A"); and

WHEREAS, there are signs located on the Parcel "C" property which serve the Parcel "A" property and the conveyance of Parcel "C"

to SUPER WASH is subject to this sign easement in favor of AVALON and the Parcel "A" property;

NOW, THEREFORE, in consideration for the conveyance of Parcel "C" by AVALON to SUPER WASH and of the mutual covenants contained herein, the parties hereto agree as follows:

1. AVALON hereby retains and Super Wash consents to and grants to AVALON an easement for the location, use and maintenance of the signs now located upon (or such signs as may replace them in the future) the real property located in Davis County, State of Utah, described as follows (the "Sign Area"):

Beginning on the Easterly right-of-way line of State Highway 106 at a point which is North 46° 25'00" West 703.50 feet and North 75° 10'00" West 453.99 feet along said Easterly line from the Southwest corner of Block 17, Plat D, Kaysville Townsite Survey, part of which lies in Section 34, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North 75° 10'00" West 27.00 feet along said Easterly right-of-way line; thence North 14° 50'00" East 20 feet; thence South 75° 10'00" East 27.00 feet; thence South 14° 50'00" West 20.00 feet to the point of beginning.

2. The easement shall include the right to enter upon Parcel "C" for the purpose of repair, upkeep and maintenance of the signs or for the purpose of construction of any replacement signs when and as required or determined by AVALON. Such replacement signs, if any, shall be generally limited to the same type, size, etc. of the existing signs. Any increase in the height or area of the signs shall require written approval by SUPER WASH or its assigns, which approval shall not be unreasonably withheld.

3. The covenants contained herein shall run with the land and this agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused the names of their duly authorized officers, members or agents to be signed hereunder.

SUPER WASH, INC.  
an Illinois corporation

BY:

Joseph B. Hermes  
Joseph B. Hermes, Vice Pres.

AVALON PROPERTIES, L.C.  
a Utah limited liability company

BY:

Garden W. Brennolt, Member

BY:

Keith Romney, Jr., Member

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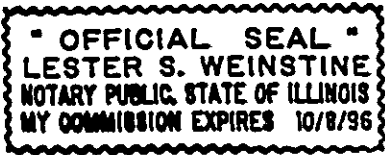
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EXPOSURE BOARD

STATE OF ILLINOIS )  
COUNTY OF WHITESIDE ) ss.

On the 1st day of August, 1994, personally appeared before me JOSEPH B. HERMES, known to me to be the Vice President of SUPER WASH, INC., and Illinois corporation, signer of the foregoing instrument, who duly acknowledged to me that he executed the same as Vice President of SUPER WASH, INC.

*[Signature]*  
NOTARY PUBLIC



EXPOSURE BOARD

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STATE OF UTAH )  
 )  
County of Salt Lake ) ss.

On the 10 day of August, 1994, personally appeared before me  
HARDEN W. BREINHOLT and KEITH ROMNEY, JR., known to me to be the  
members of AVALON PROPERTIES, L.C., a Utah limited liability  
company, signers of the foregoing instrument, who duly acknowledged  
to me that they executed the same as Members of AVALON PROPERTIES,  
L.C.

NOTARY PUBLIC  
VICTORIA J. WALKER  
First American Title Company of Utah  
330 East 400 South  
Salt Lake City, Utah 84111  
My Commission Expires 7/15/98  
STATE OF UTAH

*[Signature]*  
NOTARY PUBLIC