

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

RSL Training Academy, LLC
Attn: Craig Martin
9258 South State Street
Sandy, UT 84070

12640236
10/19/2017 2:10:00 PM \$39.00
Book - 10610 Pg - 5740-5750
ADAM GARDINER
Recorder, Salt Lake County, UT
SNELL & WILMER
BY: eCASH, DEPUTY - EF 11 P.

Parcel Nos.: 33-17-200-022; 33-08-376-002
33-08-326-001; 33-08-326-002
33-08-326-004; 33-08-376-004
33-08-376-005; 33-08-376-006
33-08-376-003; 33-08-403-003

(Space above for Recorder's Use)

SIGN DEVELOPMENT AGREEMENT

THIS SIGN DEVELOPMENT AGREEMENT (the "**Agreement**") is made and entered into by and between **HERRIMAN CITY**, a political subdivision of the State of Utah ("**City**") and **RSL TRAINING ACADEMY, LLC**, a Utah limited liability company ("**RSL**") as of the Effective Date [defined below]. City is sometimes referred to herein as "**Herriman**." Herriman and RSL may be referred to herein collectively as "**Parties**" or individually as a "**Party**."

RECITALS

A. RSL is developing a world-class soccer arena, indoor practice facility and exhibition and practice fields along with educational facilities and commercial areas (the "**Project**") between Mountain View Corridor and the municipal limits of Herriman located to the north and east of Mountain View Corridor near Academy Parkway.

B. To facilitate the Project, City rezoned the lands underlying a portion of the Project by Ordinance No. 2016-05 from a R-2-10 to C-2 zoning district.

C. On June 7, 2017 the City enacted Ordinance No. 2017-30 and created the Sports and Entertainment Mixed Use Overlay (SEMU) overlay district. The C-2 and SEMU zoning districts allow commercial uses such as a sports practice facility, playing fields, lodging and overnight uses within properties to which both districts apply.

D. The SEMU district would allow the location of signs advertising the uses occurring within the Project alongside Mountain View Corridor.

E. RSL is pursuing the Project in reliance on the foregoing rezones, text amendment and the benefits, obligations and requirements set forth in this Agreement, and in other development and reimbursement agreements with the City.

F. RSL is voluntarily offering to enter into this Agreement to confirm its willingness to operate the signs described below in accordance with certain standards proposed by RSL and agreed to by City.

G. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. § 10-9a-101 et seq. as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of the City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in reliance on the foregoing recitals, the Parties agree as follows:

1. **Incorporations of Recitals.** The Parties hereby incorporate the foregoing recitals into this Agreement.

2. **District Signs.** RSL has applied for building permits to locate two signs in the locations more particularly described on the attached Exhibit A, the locations for which are depicted on the attached Exhibit B, together with a depiction of the approved sign designs (the “**Signs**”). City hereby agrees that the Signs are permitted uses in the SEMU zoning district which applies to the lands described on Exhibit A and City shall have its staff, in accordance with applicable standards, process and issue permits and any authorizations required to allow the Signs to be constructed and operated subject to the terms and conditions of this Agreement. RSL agrees to comply with the operational requirements of the SEMU zoning district as of the Effective Date. Upon approval of the SEMU zoning district applying to the real property described herein, and execution of this Agreement, this Agreement shall be recorded with the Salt Lake County Recorder.

3. **Operation of District Signs.** To ensure that the Signs provide benefits to the Project, the Parties agree that the Signs shall comply with the following requirements:

- a. **Approved Advertisers.** RSL agrees that the Signs shall only advertise: (i) uses, activities and events occurring within the Project, (ii) sponsors of events within the Project where the annual sponsorship is not less than fifty thousand dollars (\$50,000) per year, or (iii) affiliates of RSL (each an “**Approved Advertiser**”), which affiliate shall be defined as any entity which is at least ten percent (10%) owned by Dell Loy Hansen (“DLH”), or, if DLH no longer is the owner of RSL, any entity with ten percent (10%) common ownership with RSL.
- b. **City Messages.** The Parties agree that in addition to the Approved Advertisers, City may have a single dwell (up to 8 seconds per minute) on each advertising face of the Signs which has an electronic display. City will not be charged for the City message appearing on the Signs but City alone shall be responsible for producing the electronic advertising message which may be displayed on the Signs. City may elect to pay RSL or its designee to prepare the electronic advertising message which City may elect to have RSL place on the Signs or one of them. RSL shall not incur any liability to City for not providing a dwell to City when any of the Signs is not be operative for any reason, including maintenance.
- c. **Design of Signs.** The approved designs for the Signs are depicted on the attached Exhibit B. If RSL proceeds to install the Signs then the Signs shall be substantially the same as depicted on Exhibit B. RSL may repair and maintain the

Signs without amending this Agreement. RSL may replace or update the Signs without amending this Agreement provided the replace or updated Signs are substantially the same as depicted on Exhibit B otherwise this Agreement must be amended.

- d. **Hours of Operation.** The Signs shall not be illuminated between the hours of 12:00 midnight and 6:00 a.m. or one (1) hour after the official end of a sponsored event, whichever is later, without the prior consent of City.
- e. **Sponsor Confirmation.** City may request once a year that RSL certify that each of its sponsors displaying messages on the Signs meets the sponsorship minimum described in Section 3(a)(ii) above and the City may audit the documents confirming the sponsorship amount.

4. **Termination.** This Agreement shall continue until a date twenty-one (21) years after the Effective Date (defined below), after which RSL may continue to operate the Signs in any lawful manner, including in the same manner described herein.

5. **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

6. **Notices:** Unless otherwise specifically provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when addressed and delivered to:

To City: Herriman City
 Attn: City Manager
 13011 South Pioneer Street (6000 West)
 Herriman, UT 84096

Copy to: John Brems
 2789 West Matterhorn Drive
 Taylorsville, UT 84129

To RSL: RSL Training Academy, LLC
 Attn: Craig Martin
 9258 South State Street
 Sandy, UT 84070

Copy to: RSL Training Academy, LLC
 Attn: Robert B. Funk
 595 South Riverwoods Pkwy Ste 400
 Logan, UT 84321

Any Party may change its address for the purpose of this section by giving written notice of such change to the other Parties in the manner provided in this section.

7. **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

8. **Construction/Interpretation.** This Agreement has been reviewed and revised by legal counsel for both the City and RSL, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. The singular shall include the plural; the masculine gender shall include the feminine; “shall” is mandatory; “may” is permissive.

9. **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement.

10. **Remedies.** If RSL attempts to install Signs that are not substantially the same as depicted in Exhibit B then City may unilaterally issue a stop work order to RSL and RSL shall comply with the stop work order. Otherwise any Party may, in addition to any other rights or remedies, institute an equitable action to cure, correct, or remedy any default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation thereof, enforce by specific performance the obligations and rights of the Parties hereto, or to obtain any remedies consistent with the foregoing and the purpose of this Agreement.

11. **Attorney Fees.** If any Party is required to engage the services of counsel by reason of the default of the other Parties, the non-defaulting Party shall be entitled to receive its costs and actual attorneys’ fees, both before and after judgment and whether or not suit be filed or the provisions of this Agreement be enforced through mediation or arbitration. Said costs and attorneys’ fees shall include, without limitation, costs and attorneys’ fees incurred in any appeal and in any proceedings under any present or future federal bankruptcy act or state receivership act.

12. **Dispute Meeting, Mediation.** The Parties shall attempt in good faith to settle by negotiation any controversy or claim arising out of or relating to this Agreement, content of the advertising, or the breach thereof (the “**Dispute**”) by having a meeting of principals in advance of any mediation. The Parties agree that if a resolution at a meeting of principals does not resolve the Dispute, the Parties will schedule mediation before a mediator agreed to by both Parties. If the Parties cannot agree on a mutually acceptable mediator within seven (7) days of one Party delivering to the other a written request for mediation, then the obligation to mediate shall be considered waive and either Party may then institute a court proceeding to resolve the Dispute, or issues related thereto.

13. **Utah Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

14. **Covenant of Good Faith and Fair Dealing.** Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Party through this Agreement can be enjoyed.

15. **No Third-Party Beneficiaries/ Assignment.** This Agreement is among the Parties. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement. This Agreement may not be assigned by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

16. **Entire Agreement, Counterparts and Exhibit.** Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. Nothing in this integration clause shall affect the validity of other agreements executed among some of the Parties. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of the Parties. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Legal description for locations for the Signs and Practice Facility

Exhibit B – Depiction of the location and design for the Signs

17. **Government Records Access and Management Act.** City is subject to the requirements of the Government Records Access and Management Act, Chapter 2, Title 63G, Utah Code Annotated or its successor (“GRAMA”). All materials submitted by RSL pursuant to this Agreement are subject to disclosure unless such materials are exempt from disclosure pursuant to GRAMA. The burden of claiming an exemption from disclosure shall rest solely with RSL. Any materials for which RSL claims a privilege from disclosure shall be submitted marked as “**Business Confidential**” and accompanied by a concise statement of reasons supporting claim of business confidentiality. City will make reasonable efforts to notify RSL of any requests made for disclosure of documents submitted under a claim of business confidentiality.

[Signature Page to Follow]

EFFECTIVE as of the 1st day of Sept, 2017 (the "Effective Date").

ATTEST:

By: [Signature]
Jackie Nostrum, MMC City Recorder

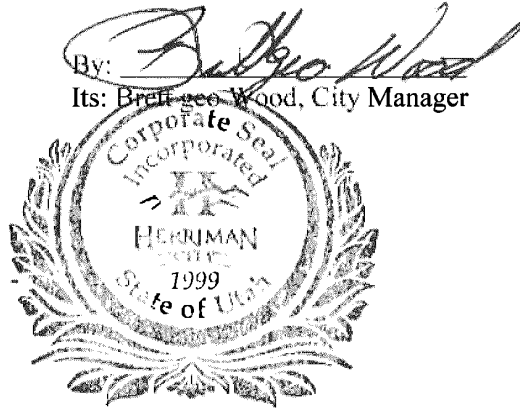
Approved as to form:

[Signature]
City Attorney Office

CITY:

HERRIMAN CITY,
a municipal corporation of the State of Utah

By: [Signature]
Its: Brett Geo Wood, City Manager



STATE OF Utah)
COUNTY OF Salt Lake) : ss.

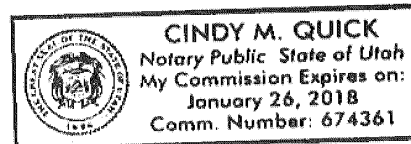
The foregoing instrument was acknowledged before me this 17 day of October, 2017, by **Brett geo Wood**, as City Manager of **HERRIMAN CITY**, a municipal corporation of the State of Utah.

WITNESS my hand and official seal.

Cindy M. Quick
Notary Public

My Commission Expires: 01/26/2018

STATE OF Utah)
COUNTY OF Salt Lake) : ss.



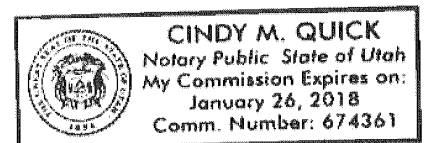
The foregoing instrument was acknowledged before me this 17 day of October, 2017, by **Jackie Nostrum**, as City Recorder of **HERRIMAN CITY**, a municipal corporation of the State of Utah.

WITNESS my hand and official seal.

Cindy M. Quick
Notary Public

My Commission Expires: 01/26/2018

[Signatures continue on following page]



RSL:

RSL TRAINING ACADEMY, LLC,
a Utah limited liability company

By: Craig Martin
Its: VICE PRESIDENT

STATE OF Utah)
) : ss.
COUNTY OF Davis)

The foregoing instrument was acknowledged before me this 1st day of September, 2017, by
Craig Martin as Vice President of **RSL TRAINING**
ACADEMY, LLC, a Utah limited liability company.

WITNESS my hand and official seal.

Paige Pauline Atwood
Notary Public
My Commission Expires: 9/1/2020

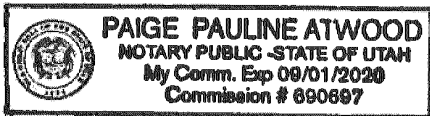


EXHIBIT A

[Legal description of the locations for the Signs and Practice Facility]

Two Sign Locations:

Sign 1

LOT D OF SOUTH HILLS POD 4 SUBDIVISION, PHASE 2, SITUATED IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS NORTH 89°25'56" EAST ALONG THE NORTH SECTION LINE 657.86 FEET AND SOUTH 00°33'48" WEST 1315.82 FEET FROM THE NORTH QUARTER CORNER OF SECTION 17, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°23'55" EAST 51.72 FEET; THENCE SOUTH 00°36'05" WEST 140.88 FEET; THENCE SOUTH 89°53'52" WEST 51.63 FEET; THENCE NORTH 00°33'48" EAST ALONG SAID WEST BOUNDARY LINE 141.51 FEET TO THE POINT OF BEGINNING.

CONTAINS 7296.10 SQ/FT or 0.17 ACRES
Parcel No. 33-17-200-022

Sign 2

A PORTION OF POD 3, SITUATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS SOUTH 89°26'58" WEST ALONG THE SECTION LINE 1250.12 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°26'58" WEST ALONG SAID LINE TO THE NORTHEASTERLY RIGHT OF WAY LINE OF MOUNTAIN VIEW CORRIDOR, 63.35 FEET; THENCE NORTH 51°36'02" WEST ALONG SAID LINE 2.09 FEET; THENCE NORTH 00°30'28" EAST 63.69 FEET; THENCE NORTH 89°26'58" EAST 65.00 FEET; THENCE SOUTH 00°30'28" WEST 65.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 4,223 SQ/FT or 0.1 ACRES
Parcel No. 33-08-376-002

RSL Academy Practice Facility Location:

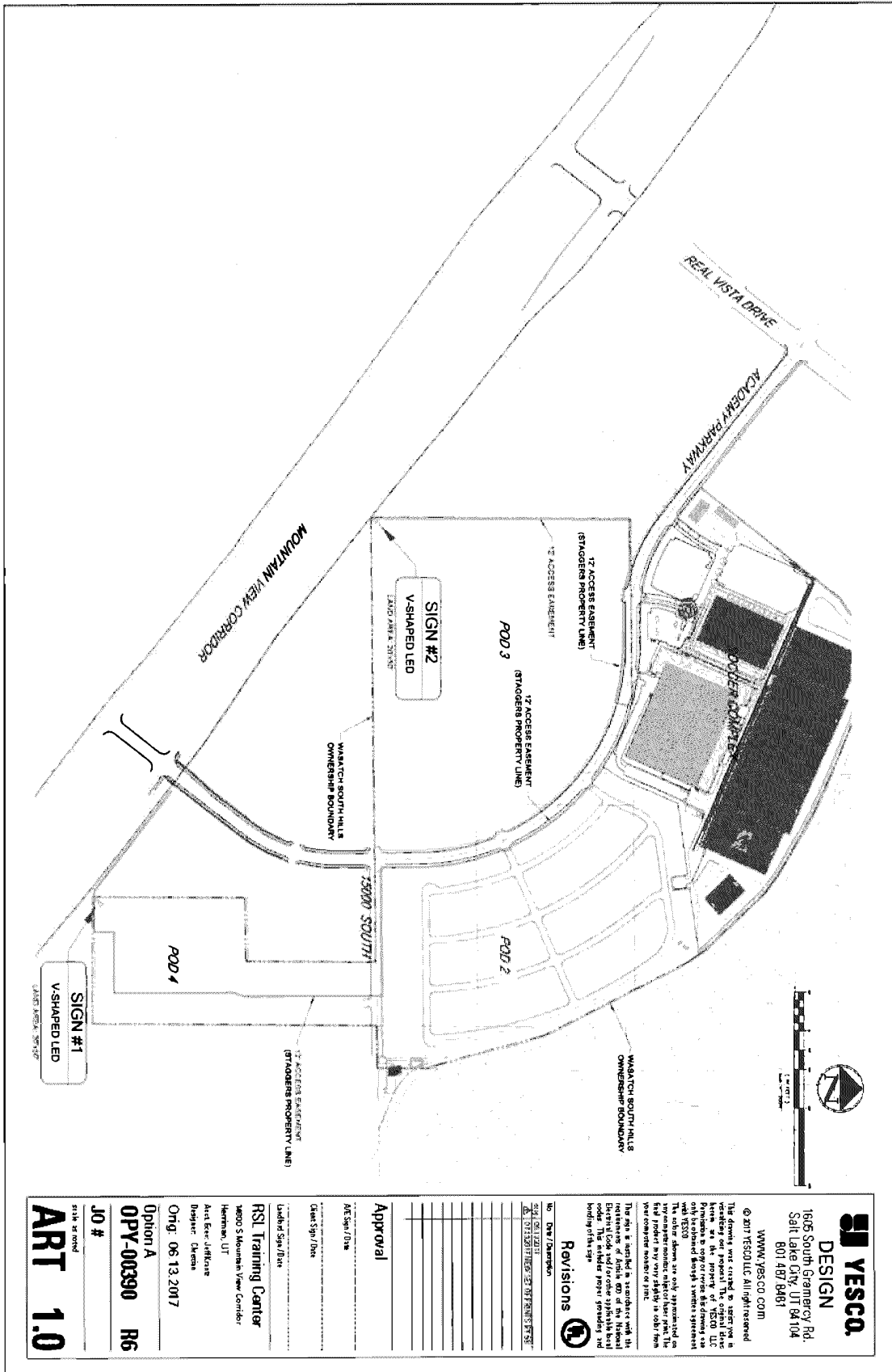
A PARCEL OF LAND SITUATED IN THE SOUTH HALF OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT THAT IS SOUTH 0°33'08" WEST ALONG THE SECTION LINE 300.01 FEET FROM THE CENTER QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 67°22'35" EAST 14.38 FEET; THENCE SOUTH 65°09'03" EAST 210.38 FEET; THENCE SOUTH 59°50'38" EAST 372.88 FEET; THENCE SOUTH 52°56'35" EAST 105.79 FEET; THENCE SOUTH 43°56'36" EAST 163.88 FEET; THENCE SOUTH 42°47'17" EAST 277.62 FEET;

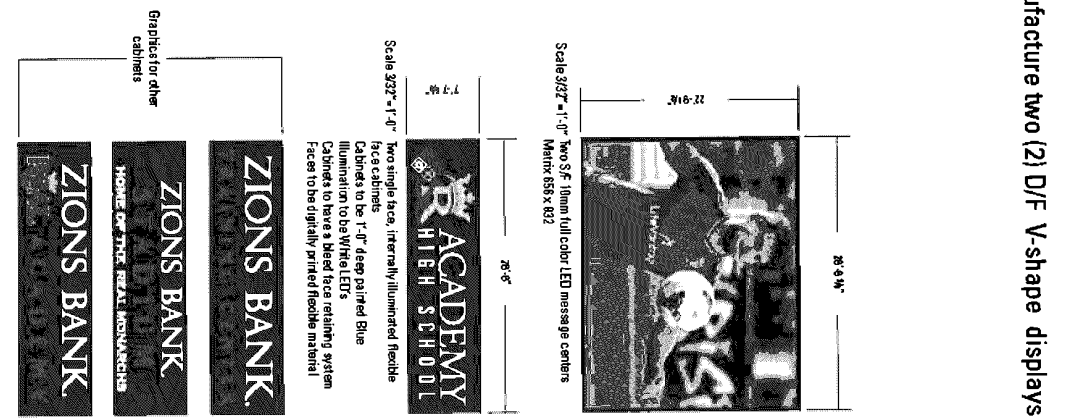
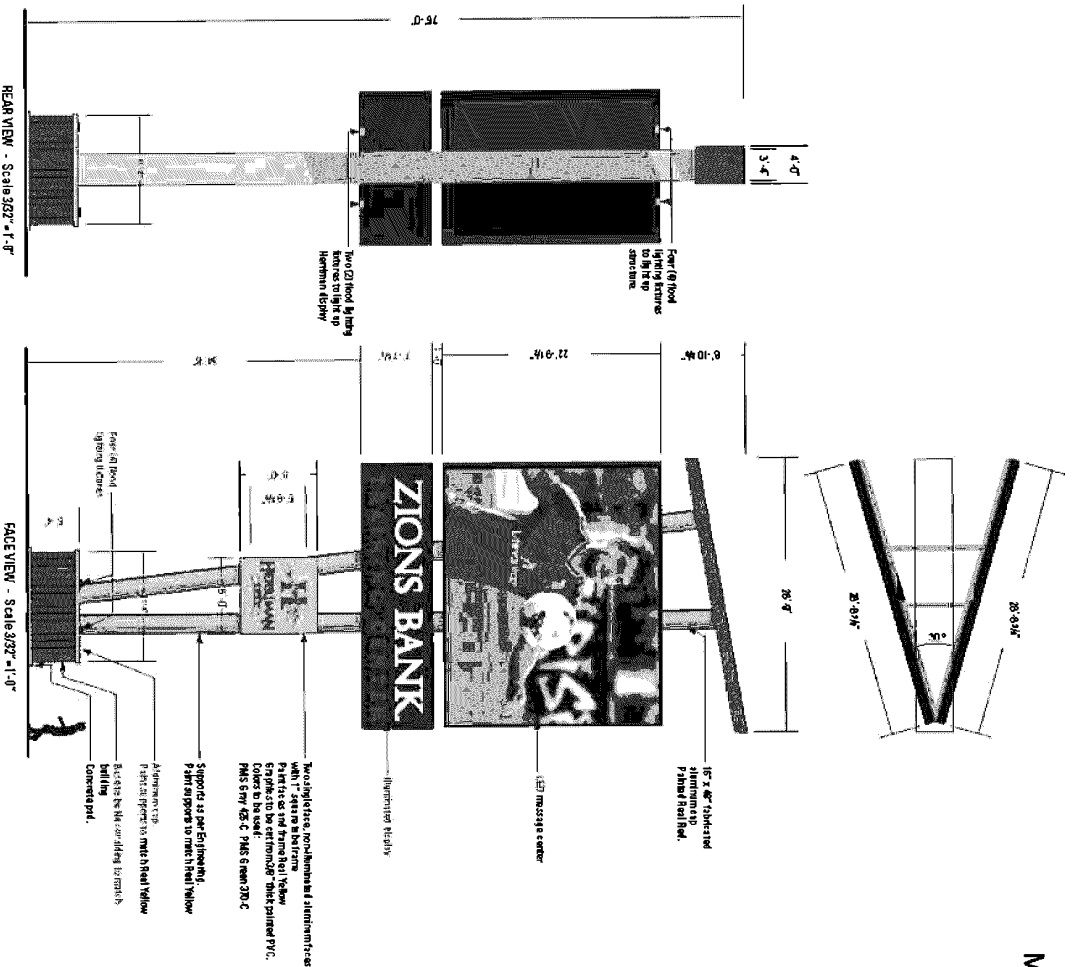
THENCE SOUTH 34°16'57" EAST 29.32 FEET; THENCE SOUTH 82°04'39" WEST 346.48 FEET; THENCE SOUTH 7°55'21" EAST 88.00 FEET; THENCE SOUTH 82°04'39" WEST 68.00 FEET; THENCE NORTH 7°55'21" WEST 88.00 FEET; THENCE SOUTH 82°04'39" WEST 374.02 FEET; THENCE SOUTH 24°00'00" WEST 322.70 FEET; THENCE SOUTH 33°27'55" WEST 106.15 FEET TO THE POINT ON A 1145.00 FOOT RADIUS NON-TANGENT CURVE; THENCE WESTERLY 675.95 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 33°49'28" (WHICH THE RADIUS POINT BEARS SOUTH 33°27'55" WEST AND THE LONG CHORD BEARS NORTH 73°26'49" WEST 666.18 FEET); THENCE SOUTH 89°38'27" WEST 139.38 FEET TO THE POINT ON A 755.00 FOOT RADIUS CURVE; THENCE WESTERLY 510.74 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°45'33" (WHICH LONG CHORD BEARS NORTH 70°58'47" WEST 501.06 FEET); THENCE NORTH 51°36'00" WEST 245.45 FEET; THENCE NORTH 38°24'00" EAST 914.63 FEET; THENCE NORTH 53°57'16" EAST 336.23 FEET TO THE POINT OF A 83.94 FOOT RADIUS NON-TANGENT CURVE; THENCE EASTERLY 30.30 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 20°41'03" (WHICH THE RADIUS POINT BEARS NORTH 41°24'25" EAST AND THE LONG CHORD BEARS SOUTH 58°56'07" EAST 30.14 FEET) TO THE POINT OF A 428.45 FOOT RADIUS COMPOUNDING CURVE; THENCE EASTERLY 66.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 8°52'13" (WHICH LONG CHORD BEARS SOUTH 73°42'45" EAST 66.26 FEET) TO THE POINT OF A 918.95 FOOT RADIUS COMPOUNDING CURVE; THENCE EASTERLY 47.79 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 2°58'47" (WHICH LONG CHORD BEARS SOUTH 78°38'15" EAST 47.79 FEET) TO THE POINT OF A 579.60 FOOT RADIUS NON-TANGENT CURVE; THENCE EASTERLY 144.70 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 14°18'14" (WHICH THE RADIUS POINT BEARS SOUTH 8°44'01" WEST AND THE LONG CHORD BEARS SOUTH 74°06'52" EAST 144.32 FEET); THENCE SOUTH 67°22'35" EAST 400.55 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,859,048.41 SQ/FT OR 42.68 ACRES

[Depiction of locations and design for Signs]



Manufacture two (2) D/F V-shape displays



YESCO.
DESIGN
1605 South Granemery Rd
Salt Lake City, UT 84104
801.467.8481
www.yesco.com

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This drawing was created by YESCO LLC for the use of YESCO LLC. It is the property of YESCO LLC. No part of this drawing may be reproduced without the written consent of YESCO LLC.

The sign is to be installed with the following specifications:
1. The sign is to be installed on the exterior wall of the building.
2. The sign is to be installed in a location that is easily visible from the street.
3. The sign is to be installed in a location that is not obstructed by other signs or structures.

Revisions

No.	Date / Description
1	06/13/2017
2	06/13/2017
3	06/13/2017
4	06/13/2017
5	06/13/2017
6	06/13/2017
7	06/13/2017
8	06/13/2017
9	06/13/2017
10	06/13/2017

Approval

AP: [Signature]

Client Sign/Date

LSL Training Center
2800 S. Mountain View Corridor
Herriman, UT
Attn: Eric J. McKee
Designer: Chetana

Orig: 06.13.2017

Option A
OPY-00390 R6

JO #

ask to work

ART 2.0