

When recorded return to:

Kick Creek, L.L.C.
Attn: Barrett Peterson
225 South 200 East, Suite 200
Salt Lake City, Utah 84111

13971341 B: 11349 P: 1055 Total Pages: 9
06/16/2022 04:17 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: MERIDIAN TITLE COMPANY
64 E WINCHESTER STSALT LAKE CITY, UT 841075600

Parcel ID Nos. 27-17-251-011-0000; 27-17-251-012-0000

AGREEMENT REGARDING SHOPPING CENTER SIGNS

THIS AGREEMENT REGARDING SHOPPING CENTER SIGNS (“Agreement”) is entered into this 16 day of June, 2022 by KICK CREEK, L.L.C., a Utah limited liability company (“Developer”), and EOSSJ, LLC, a Utah limited liability company (“EOSSJ”) (individually referred to as a “Party” or collectively as the “Parties”)

WHEREAS EOSSJ is the owner of certain real property located in the City of South Jordan, Salt Lake County, Utah, legally described as follows:

Lot 5A, Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended, according to the official plat thereof recorded June 2, 2022 as Entry No. 13963205 in Book 2022P at Page 132, on file and of record in the office of the Salt Lake County Recorder.
(the “EOSSJ Property”);

WHEREAS Developer is the owner of certain adjacent real property located in the City of South Jordan, Salt Lake County, Utah, legally described as follows:

Lots 5B and 5C, Harvest Village at South Jordan Subdivision Phase 1 – Lot 5 Amended, according to the official plat thereof recorded June 2, 2022 as Entry No. 13963205 in Book 2022P at Page 132, on file and of record in the office of the Salt Lake County Recorder.

(the “Developer Property”);

WHEREAS, the EOSSJ Property and the Developer Property are located in the Harvest Village Shopping Center (“Shopping Center”);

WHEREAS, pursuant to the terms of the REA (as defined below), Developer, and/or its successors, has constructed (a) one (1) sign for the Shopping Center located along Bangerter Highway (the “Bangerter Sign”); and (b) one (1) sign for the Shopping Center located along 10400 South Street (the “104th Sign”, together with the Bangerter Sign, the “Shopping Center Signs”). The location of the Shopping Center Signs is as shown on Exhibit A attached to this Agreement and the design of the Shopping Center Signs is as shown on Exhibit B attached to this Agreement; and

WHEREAS EOSSJ desires to place sign panels on the Shopping Center Signs and Developer desires to grant EOSSJ the right to place sign panels on the Shopping Center Signs consistent with the terms of the REA; and

WHEREAS the construction and use of the Shopping Center Signs is subject to that certain Construction, Operation and Reciprocal Easement Agreement recorded on September 14, 2007 as Entry No. 10222869 in the Official Records of Salt Lake County, Utah ("Original REA"), as amended by First Amendment to Construction, Operation and Reciprocal Easement Agreement recorded on November 4, 2008 as Entry No. 10554765 in the Official Records of Salt Lake County, Utah ("First Amendment"), Second Amendment to Construction, Operation and Reciprocal Easement Agreement recorded on June 30, 2015 as Entry No. 12081981 in the Official Records of Salt Lake County, Utah ("Second Amendment") and Third Amendment to Construction, Operation and Reciprocal Easement Agreement recorded on September 16, 2015 as Entry No. 12132945 in the Official Records of Salt Lake County, Utah ("Third Amendment", together with the Original REA, First Amendment and Second Amendment, collectively, the "REA"); and

WHEREAS the parties desire to enter into this Agreement to set forth the terms and conditions under which EOSSJ shall be granted the right to place sign panels on the Shopping Center Signs.

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

1. Right to Place Sign Panels.

(a) 104th Sign. EOSSJ shall have the right to place its sign panel in the middle two (2) sign panel positions on the 104th Sign as shown on Exhibit B-2.

(b) Bangerter Sign. EOSSJ acknowledges that pursuant to Section 2.7 of the Original REA, Costco Wholesale Corporation ("Costco") has the right to place its sign panel in the top position on the Bangerter Sign ("Costco's Pylon Sign Right"), but that as of the date of this Agreement Costco has not exercised such right. Subject to Costco's Pylon Sign Right, EOSSJ shall have the right to place its sign panel in the second to the top position on the Bangerter Sign as shown on Exhibit B-1. In the event Costco at any time elects to exercise Costco's Pylon Sign Right, all parties with sign panels on the Bangerter Sign, including EOSSJ, shall be required to promptly remove their respective sign panels from the Bangerter Sign, which removal shall be at each such party's sole cost and expense. In such event, (i) each sign panel then existing on the Bangerter Sign shall move down one position, at the sole cost and expense of the owner of each sign panel, (ii) such that (1) EOSSJ sign panel shall be placed in the third highest position on the Bangerter Sign and (2) the lowest sign panel may need to be removed completely if remaining space is not available. If any party does not so remove its sign panel within twenty (20) days of written notice so do to, then Developer, or then Developer as defined under the REA may remove such remaining sign panel, and bill the party who failed to timely remove such sign panel(s) for the costs related to such removal.

2. Costs of Construction, Maintenance and Repairs. EOSSJ shall be responsible for its pro-rata share of the cost of constructing, maintaining, repairing, insuring and illuminating each of the Shopping Center Signs. EOSSJ's pro-rata share for each Shopping Center Sign shall be determined based upon the size of EOSSJ's sign panel on that Shopping Center Sign in relation to all sign panels on that Shopping Center Sign. In addition, EOSSJ shall be solely responsible for the cost of manufacturing and installing its sign panels on the Shopping Center Signs (including repairing or replacing such panels) and, if applicable, the cost of removal and relocation of EOSSJ's sign panel on the Bangerter Sign. In the event Costco exercises Costco's Pylon Sign Right, EOSSJ's pro-rata share for purposes of maintenance, repair and illumination of the Bangerter Sign following the exercise of Costco's Pylon Sign Right shall be revised to reflect its pro-rata share of the Bangerter Sign.

3. Entire Agreement. This Agreement contains the entire agreement and understanding of the parties with respect to the Shopping Center Signs.

4. Survival and Benefit. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns, including future owners of the EOSSJ Property and/or the Developer Property.

5. Governing Law and Attorneys' Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for the enforcement of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that proceeding, in addition to any other relief to which it or they may be entitled.

6. Counterparts. This Agreement may be executed and acknowledged in multiple counterparts for the convenience of the parties, which together shall constitute one agreement and the counterpart signature and acknowledgment pages may be detached from the various counterparts and attached to make one copy of this Agreement to simplify the recordation of this Agreement. Each such copy of this Agreement shall be deemed an original.

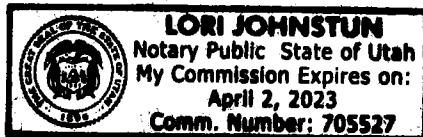
IN WITNESS WHEREOF the parties have executed this Agreement as of the date set forth above.

KICK CREEK, L.L.C.,
a Utah limited liability company

By: Ryan B P
Name: Ryan B peterson
Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

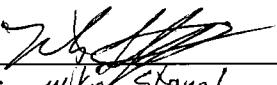
On this 16th day of June, 2022, personally appeared before me
Ryan B peterson, who acknowledged before me that he executed the foregoing instrument
as Manager of KICK CREEK, L.L.C.



Lori Johnston
Notary Public
My commission expires: 04/02/2023

Signature page to Agreement Regarding Shopping Center Signs

EOSSJ, LLC,
a Utah limited liability company

By: 
Name: Mike Stangl
Its: Manager

STATE OF UTAH
COUNTY OF SALT LAKE

On this 16 day of June, 2022, personally appeared before me
Mike Stangl, who acknowledged before me that he executed the foregoing instrument
as Manager of EOSSJ, LLC, a Utah limited liability company.



Kelly Meier
Notary Public

My commission expires: 3-28-2023

EXHIBIT A

Location of Shopping Center Signs

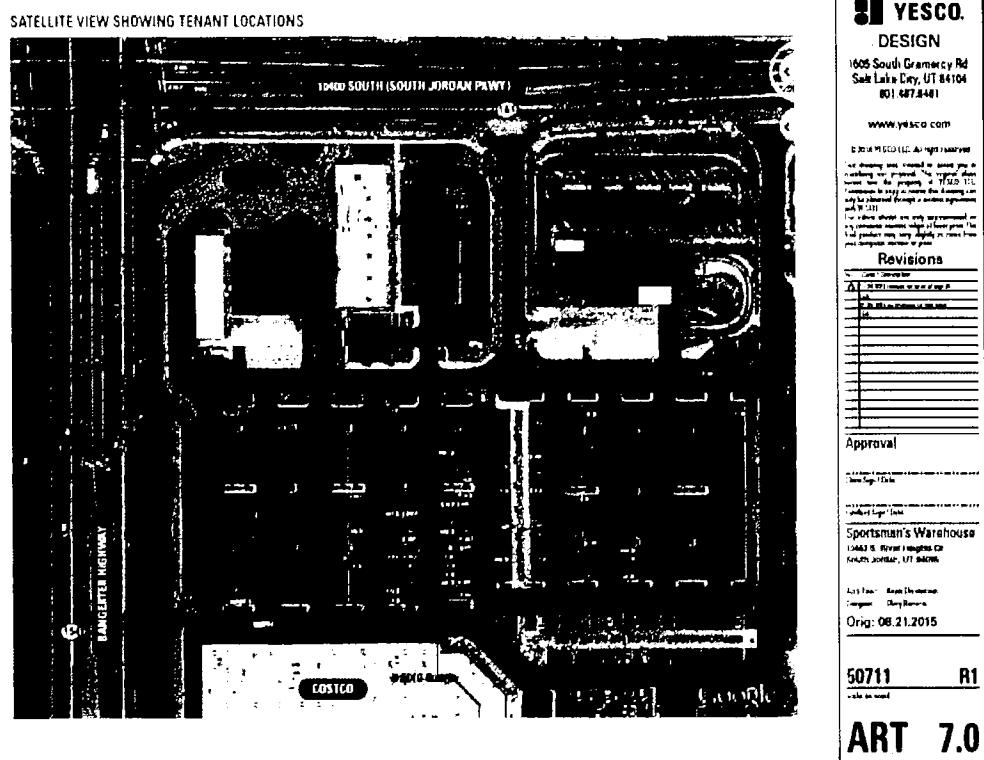
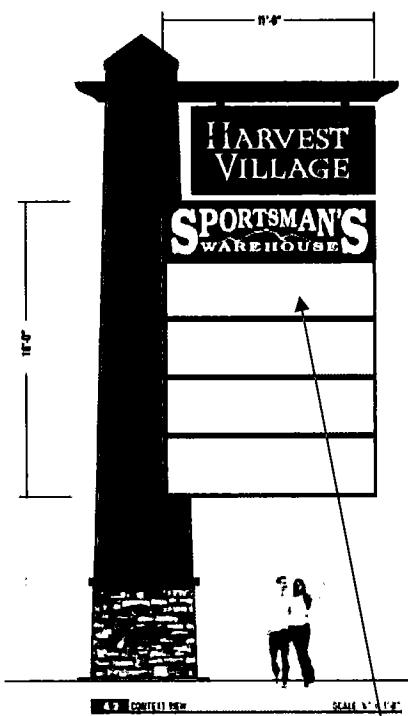


EXHIBIT B

Depiction of Shopping Center Signs Design

Please see attached two pages – depicting the Bangerter Sign and the 104th Sign.

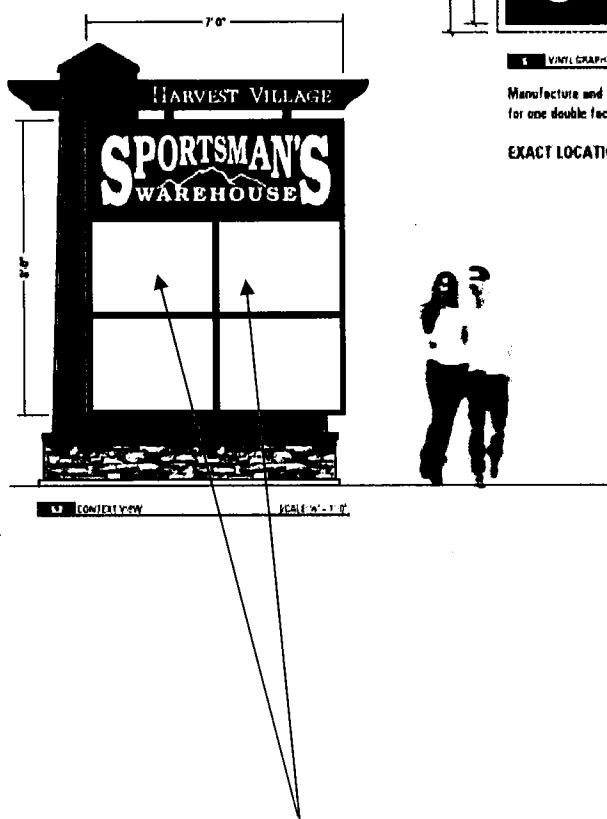
EXHIBIT B-1
Depiction of Bangerter Sign



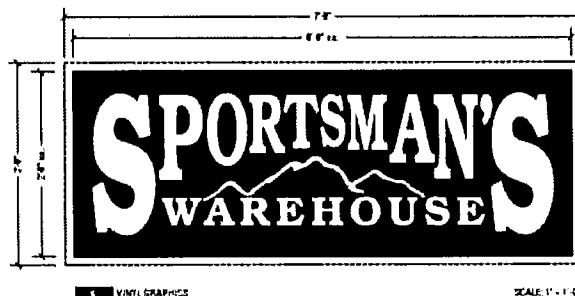
Manufacture and install two (2) "Sportsman's Warehouse" vinyl graphics for one double face tenant display. Apply vinyl on both sides of tenant. EXACT LOCATION TO BE VERIFIED.

EOSSJ Sign Location

EXHIBIT B-2
Depiction of 104th Sign



EOSSJ Sign Location



Manufacture and install two (2) "Sportsman's Warehouse" vinyl graphics for one double face tenant display. Apply vinyl on both sides of tenant.

EXACT LOCATION TO BE VERIFIED

