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15900-KAP

When Recorded, Return To:  
America First Federal Credit Union  
P.O. Box 9199  
Ogden, Utah 84409-0199

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E# 3329664 PG 1 OF 23  
Leann H. Kilts, WEBER COUNTY RECORDER  
18-Jun-24 0229 PM FEE \$40.00 DEP LC  
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY, ]  
ELECTRONICALLY RECORDED

### COURTESY RECORDING ONLY

Cottonwood Title disclaims any  
liability as to the condition of title  
and as to the content, validity,  
or effects of this document.

### SIGN AGREEMENT

April This SIGN AGREEMENT (this "Agreement") is entered into this 2<sup>nd</sup> day of April, 2024 (the "Effective Date"), by and between AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union ("Credit Union"), and RKF PROPERTIES, LLC and/or its assigns ("RKF"). Credit Union and RKF may be hereinafter referred to individually as a "Party" or collectively as "Parties".

### RECITALS

A. MARVIN BARKER INVESTMENT COMPANY, L.L.C., a Utah limited liability company ("Barker") and Credit Union have entered into a Purchase and Sale Agreement whereby Barker has agreed to sell to Credit Union approximately 1.894 acres of real property located in North Ogden, Weber County, State of Utah, consisting of those parcels of property identified as Weber County Land Tax Serial Nos. 18-049-0028 and 18-049-0022, and a portion of the parcel of property identified as Weber County Land Tax Serial No. 18-161-0012, all as depicted on Exhibit "A" and as described on Exhibit "A-1" (the "Credit Union Property").

B. Barker and RKF have entered into a Purchase and Sale Agreement whereby Barker has agreed to sell to RKF the remainder of the real property located in North Ogden, Weber County, State of Utah, identified as Land Tax Serial No. 18-161-0012, not constituting the Credit Union Property, as depicted on Exhibit "A" and as described on Exhibit "A-2" (collectively, the "RKF Property," and collectively with the Credit Union Property, the "Properties").

C. Contingent upon Credit Union's successful closing of its purchase from Barker of the Credit Union Property and RKF's successful closing of its purchase from Barker of the entire RKF Property (collectively, the "Closing Contingencies"), the Parties desire to enter into this Agreement.

D. Contemporaneously with this Agreement, Credit Union and RKF are entering into that certain Purchase Options Agreement, pursuant to which Credit Union is granting to RKF an option to purchase its property located in North Ogden, Weber County, State of Utah, identified as Land Tax Serial No. 18-164-0001 (the "Option Parcel"), upon which RKF desires to construct a Development Sign, to be located on the northeast corner of the Option Parcel, at the intersection of 2600 North Street and 300 East Street (the "Option Parcel Development Sign Location").

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Credit Union and RKF hereby agree as follows:

1. **Credit Union Property; Grant of Easement or License.** The Credit Union agrees to apply to the applicable governmental authority for approval to construct and maintain a dedicated monument sign with a digital reader board on the Credit Union Property near the corner of 2600 N. and Washington Boulevard as depicted on Exhibit "B" (the "Standalone Monument Sign").

1.1. **Grant of Conditional Easement to RKF.** Subject to the condition set forth in Section 3 of this Agreement, in the event that the Standalone Monument Sign is approved by the applicable government authority, then Credit Union hereby grants and conveys to RKF a non-exclusive conditional easement for the placement of a multi-tenant development sign, and any related utilities (the "Washington Blvd. Development Sign"), on the Credit Union Property at the location depicted on Exhibit "A," including reasonable ingress and egress over the Credit Union Property for the purpose of maintaining, operating, repairing and replacing the Washington Blvd. Development Sign and any related utilities as depicted on Exhibit "C" and described on Exhibit "C-1" attached hereto and incorporated herein by this reference (the "Conditional Easement"). This non-exclusive Conditional Easement is conditioned upon the continued grant of those certain sign licenses to the Credit Union set forth in Sections 1.1.3 and 2, below, and the other terms and conditions set forth below and otherwise set forth in this Agreement.

1.1.1. **Design and Construction.** The design and construction of the Washington Blvd. Development Sign shall be at the sole discretion of RKF, provided that it shall match any other multi-tenant signage for the Properties. RKF shall include the name of the development, "Barker Depot," prominently at the top of the Washington Blvd. Development Sign.

1.1.2. **Property Damage.** In the event RKF causes damage to the Credit Union Property, RKF shall, at its sole cost and expense, repair said damage and restore the Credit Union Property to its original condition.

1.1.3. **License to Credit Union.**

1.1.3.1. **License Grant to Credit Union.** Credit Union is hereby granted the right to both sides of one of the upper-most split-sign panels of the Washington Blvd. Development Sign (for purposes of this Section 1.1., the "Washington Blvd. Sign Panels") for no cost except as set forth in this Agreement. RKF shall obtain Credit Union's approval of the Washington Blvd. Sign Panels design prior to installing the Washington Blvd. Sign Panels on the Washington Blvd. Development Sign, which approval shall not be unreasonably

withheld, conditioned or delayed. The Washington Blvd. Development Sign (License to Credit Union) is depicted on **Exhibit C-2.**

1.1.3.2. **Maintenance.** Credit Union shall regularly maintain its panel on the Washington Blvd. Development Sign and RKF shall be responsible for the maintenance, operation and repair of the Washington Blvd. Development Sign and the remaining Washington Blvd. Sign Panels.

1.1.3.3. **Restriction.** At all times when Credit Union maintains a panel on the Washington Blvd. Development Sign RKF may only license Washington Blvd. Sign Panels to owners or tenants of the RKF Property and is prohibited from licensing sign panels on the Washington Blvd. Development Sign to other financial institutions including banks, credit unions, savings and loan, insurance or brokerage firms, check cashing or payday lending facilities. Notwithstanding the foregoing, RKF or its successors may license a sign panel to Mountain America Credit Union.

1.1.3.4. **Operation.** Until the termination of this license grant, RKF shall maintain, operate, repair and insure the Washington Blvd. Development Sign in a first class condition, and Credit Union shall reimburse RKF for Credit Union's pro rata share, based upon the ratio determined by dividing the square footage of the Washington Blvd. Development Sign Panel licensed to Credit Union by the square footage of all of the Washington Blvd. Sign Panels, of all reasonable actual costs of maintenance, operation, repair and insurance within thirty (30) days of receiving an Invoice from RKF. In the event that Credit Union is delinquent in the payment of any Invoice from RKF for more than thirty (30) days after written notice from RKF of non-payment, then the license grant to Credit Union under this Section 1.1.3 shall cease. In the event that RKF shall fail to maintain and operate the Washington Blvd. Development Sign in a first class condition, and upon thirty (30) days prior written notice to RKF, Credit Union may do so at its expense and RKF shall reimburse Credit Union for all but the Credit Union's pro rata share of all costs of maintenance, operation, repair and insurance as set forth above, and shall do so within ten (10) days of receipt of invoice.

1.1.3.5. **Changes.** RKF shall not make any structural changes, or cause to be made any cosmetic alterations, additions or improvements to the Washington Blvd. Development Sign structure without the prior written approval of Credit Union, which consent

shall not be unreasonably withheld. RKF shall present to Credit Union plans and specifications for such work at the time approval is sought. RKF shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the Washington Blvd. Development Sign, and/or the property where the Washington Blvd. Development Sign is located, and should any such lien be made or filed, RKF shall bond against or discharge the same within ten (10) days after written request by Credit Union. RKF shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Washington Blvd. Development Sign, and the cleanliness, safety, occupancy and use of same.

1.2. Grant of License to RKF. Subject to the condition set forth in Section 3 of this Agreement, in the event that the Standalone Monument Sign is denied by the applicable government authority, then Credit Union shall construct the Washington Blvd. Development Sign, with the same design and construction elements as set forth in Section 1.1.1, above, except that the Credit Union shall have the discretions granted to RKF in Section 1.1.1.

1.2.1. License to RKF. RKF is hereby granted the right to both sides of all but the top-most sign panel of the Washington Blvd. Development Sign (for purposes of this Section 1.2, the "Washington Blvd. Sign Panels") for no cost except as set forth in this Agreement. The Washington Blvd. Sign (License to RKF) is depicted on **Exhibit "C-3."**

1.2.2. Maintenance. RKF shall regularly maintain the Washington Blvd. Sign Panels licensed to RKF and Credit Union shall be responsible for the maintenance, operation and repair of the Washington Blvd. Development Sign.

1.2.3. Restriction. RKF may only further license Washington Blvd. Sign Panels to owners or tenants of the RKF Property and is prohibited from licensing sign panels on the Washington Blvd. Development Sign to other financial institutions including banks, credit unions, savings and loan, insurance or brokerage firms, check cashing or payday lending facilities. Notwithstanding the foregoing, RKF or its successors may license a sign panel to Mountain America Credit Union.

1.2.4. Operation. Until the termination of this license grant, Credit Union shall maintain, operate, repair and insure the Washington Blvd. Development Sign in a first class condition, and RKF shall reimburse Credit Union for RKF's pro rata share, based upon the ratio determined by dividing the square footage of all of the Washington Blvd. Sign Panels licensed to RKF by the square footage of all of the Washington Blvd. Sign Panels, of all reasonable actual costs of maintenance, operation, repair and insurance

within thirty (30) days of receiving an invoice from Credit Union. In the event that RKF is delinquent in the payment of any invoice from Credit Union for more than thirty (30) days after written notice from Credit Union of non-payment, then the license grant to RKF under this Section 1.2 shall cease. In the event that Credit Union shall fail to maintain and operate the Washington Blvd. Development Sign in a first class condition, and upon thirty (30) days prior written notice to Credit Union, RKF may do so at its expense and Credit Union shall reimburse RKF for all but the RKF's pro rata share of all costs of maintenance, operation, repair and insurance as set forth above, and shall do so within ten (10) days of receipt of invoice.

1.2.5. Changes. Credit Union shall not make any structural changes, or cause to be made any cosmetic alterations, additions or improvements to the Washington Blvd. Development Sign structure without the prior written approval of RKF. Credit Union shall present to RKF plans and specifications for such work at the time approval is sought. Credit Union shall promptly pay all contractors and materialmen so as to minimize the possibility of a lien attaching to the Washington Blvd. Development Sign, and/or the property where the Washington Blvd. Development Sign is located, and should any such lien be made or filed, Credit Union shall bond against or discharge the same within ten (10) days after written request by RKF. Credit Union shall promptly comply with all laws and ordinances and lawful orders and regulations affecting the Washington Blvd. Development Sign, and the cleanliness, safety, occupancy and use of same.

2. RKF Property; Grant of License to Credit Union. Subject to other conditions set forth in this Agreement, RKF shall construct a multi-tenant development sign on the Option Parcel located at the Option Parcel Development Sign Location (the "2600 N. Development Sign"), which 2600 N. Development Sign shall be subject to the terms and conditions set forth in this Section 2, below, and the other terms and conditions set forth in this Agreement. The 2600 N. Development Sign is depicted on **Exhibit "D."** In the event that RKF shall fail to purchase the Option Parcel, then the 2600 N. Development Sign shall be located on the RKF Property on 2600 N. at the location depicted on **Exhibit "A"** (the "2600 N. Development Sign").

2.1. License to Credit Union. Credit Union is hereby granted the right to both sides of one of the upper-most split-sign panels of the 2600 N. Development Sign (the "2600 N. Sign Panels") for no cost except as set forth in this Agreement.

2.2. Maintenance. Credit Union shall regularly maintain its panel on the 2600 N. Development Sign and RKF shall be responsible for the maintenance, operation and repair of the 2600 N. Development Sign and the remaining 2600 N. Sign Panels.

2.3. Operation. Until the termination of this license grant, RKF shall maintain, operate, repair and insure the 2600 N. Development Sign in a first class condition, and Credit Union shall reimburse RKF for Credit Union's pro rata share, based upon the ratio determined by dividing the square footage of the 2600 N. Sign Panel licensed to Credit Union by the square footage of all of the 2600 N. Sign Panels, of all reasonable actual costs of maintenance, operation, repair and insurance within thirty (30) days of receiving an invoice from RKF. In the event that Credit Union is delinquent in the payment of any invoice from RKF for more than thirty (30) days after written notice from RKF of non-payment, then the license grant to Credit Union under this Section 2 shall cease. In the event that RKF shall fail to maintain and operate the 2600 N. Development Sign in a first class condition, and upon thirty (30) days prior written notice to RKF, Credit Union may do so at its expense and RKF shall reimburse Credit Union for all but the Credit Union's pro rata share of all costs of maintenance, operation, repair and insurance as set forth above, and shall do so within ten (10) days of receipt of invoice.

3. Contingent on Closing Contingencies. This Agreement is expressly made contingent upon the satisfaction of both of the Closing Contingencies. Each of the Parties hereby acknowledge and agree that no right or obligation of either Party pursuant to this Agreement shall arise until the satisfaction of both of the Closing Contingencies. In the event that either of the Closing Contingencies fail for any reason or if the Closing Contingencies are not satisfied on or before July 19, 2024, then this Agreement shall be automatically terminated without any further action of either of the Parties and shall be deemed to be null and void for all purposes..

4. Recording of Agreement. In the event that the Closing Contingencies are both satisfied on or before July 19, 2024, then this Agreement shall be recorded with the Weber County Recorder only in the event that the condition set forth in Section 1.1 of this Agreement is met and the Conditional Easement is granted to RKF.

5. Assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and to their respective heirs, successors, and assigns.

6. Indemnification for Conditional Easement. RKF shall indemnify, defend and hold Credit Union harmless from any and all claims, liabilities, cost or expense (excluding as may be attributable to Credit Union's willful misconduct or gross negligence) arising in any manner out of RKF's use of and/or entry onto the Credit Union Property pursuant to the grant of the Conditional Easement.

7. Mutual Indemnification. Each Party shall indemnify and defend the other Party and save the other Party harmless from any and all claims, liabilities, cost or expense (including such as may be attributable to a Party's actions or passive negligence) arising in any manner out of a Party's use of the Washington Blvd. Development Sign or the 2600 N. Development Sign, or any claim arising in any manner out of a Party's maintenance, operation or repair or arising out of a breach

of this Agreement on the part of the party holding such obligation.

8. Miscellaneous.

8.1 Captions; Incorporation by Reference. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof. The exhibits attached to this Agreement are hereby incorporated into this document as if set forth in full herein.

8.2 Interpretation; Governing Law. This Agreement shall be construed as if prepared by all Parties hereto. This Agreement shall be governed by and construed under the laws of the State of Utah.

8.3 Attorneys' Fees. In the event of any breach of this Agreement the non-defaulting Party shall be entitled to the payment by the defaulting Party of its reasonable attorneys' fees, court costs, and litigation expenses, incurred in enforcing their respective rights hereunder. It is the intent of the Parties that the provisions of this Section 8.3 be distinct and severable from the other rights of the Parties under this Agreement, shall survive the entry of judgment in any actions, and shall not be merged into such judgment.

8.4 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permissible by law.

8.5 Gender and Number. In this Agreement (unless the context requires otherwise), the masculine, feminine and neuter genders and the singular and the plural include one another.

8.6 Injunctive Relief. In the event of any violation or threatened violation of this Agreement, either Party shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, written notice of such violation shall be given to the other Party.

**8.7 Further Actions.** The Parties shall execute and deliver such further documents and shall take such further actions as may be reasonably necessary to effectuate the terms of this Agreement.

9. **Notices.** Any notice or designation to be given hereunder shall be given by placing the notice or designation in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective Party may direct in writing to the other, by personal delivery to such address by a Party, or by a delivery service which documents delivery, facsimile or email, provided that if notice is sent electronically it is followed by sending said notice via another approved method within one (1) business day, and such notice or designation shall be deemed to be received upon such placing in the mails or such delivery:

**Credit Union:** AMERICA FIRST FEDERAL CREDIT UNION  
 Attn: Corporate Real Estate Manager  
 P.O. Box 9199  
 Ogden, UT 84409  
 Telephone: (801) 827-7161  
 Email: [cshaw@americafirst.com](mailto:cshaw@americafirst.com)

With a copy to:

Paul K. Bachman, Esq.  
 Smith Knowles  
 2225 Washington Blvd., Suite 200  
 Ogden, UT 84401  
 Telephone: (801) 476-0303

**Grantee:** RKF PROPERTIES, LLC  
 1835 South Highway 89  
 Perry, UT 84302  
 Telephone: (435) 730-0923

With a copy to:

Taylor R. Jones, Esq.  
 Helgesen, Houtz & Jones  
 5732 S. 1475 E., Suite 200  
 S. Ogden, UT 84403  
 Telephone: (801) 479-4777  
 Email: [tjones@utahattorneys.com](mailto:tjones@utahattorneys.com)

10. This Agreement shall run with the land and shall benefit and bind the heirs, successors and assigns of the Parties hereto. In the event RKF sells the RKF

Property, any maintenance obligations belonging to RKF under this agreement shall thereafter pass to the new owner of the RKF Property.

[Signatures and acknowledgements are on the following pages]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date first above written.

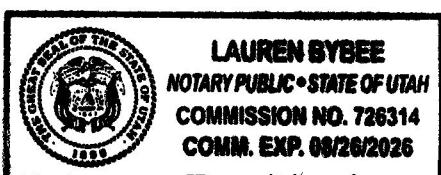
**CREDIT UNION:**

AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union

By: Tammy Gallegos  
 Print Name: Tammy Gallegos  
 Its: TRF

STATE OF Utah) : ss.  
 COUNTY OF Weber)

On this 1 day of April, 2024, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Tammy Gallegos, EVP (title) of AMERICA FIRST FEDERAL CREDIT UNION, a federally chartered credit union, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said entity. Witness my hand and official seal.



Lauren Bybee  
 NOTARY PUBLIC

[Remaining signature and acknowledgement are on the following page]

RKF:

RKF PROPERTIES, LLC, a Utah Limited Liability Company

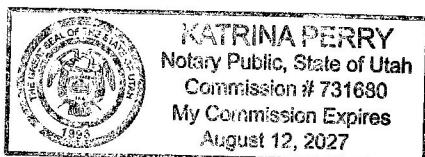
By: Ryan Forsyth

Print Name: Ryan Forsyth

Its: Manager

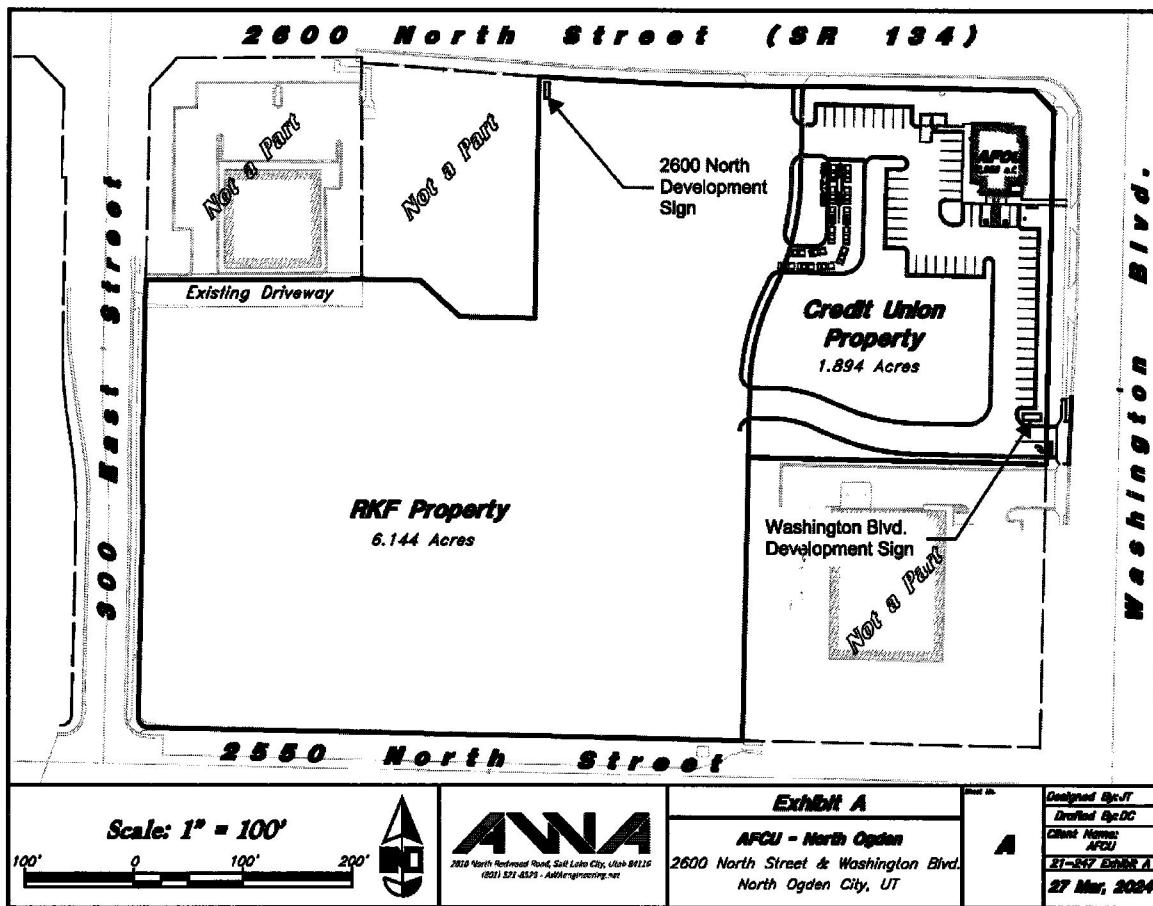
STATE OF Utah : ss.  
COUNTY OF Bergen

On this 2 day of April, 2024, personally appeared before me the undersigned, a Notary Public in and for the State of Utah, Ryan Forsyth, Manager (title) of RKF PROPERTIES, LLC, a Utah Limited Liability Company, signer of the foregoing instrument, and acknowledged he/she executed the same on behalf of said entity. Witness my hand and official seal.



Katrina Perry  
NOTARY PUBLIC

## EXHIBIT "A"

DEPICTION OF CREDIT UNION PROPERTY  
DEPICTION OF RKF PROPERTY

**EXHIBIT "A-1"****LEGAL DESCRIPTION OF CREDIT UNION PROPERTY**

A portion of the Remainder Parcel of Barker Depot, a Subdivision in North Ogden City, recorded as Entry No. 2992361 in Book 85 at Page 95 of the Official Records of Weber County, Utah, together with more land, being a part of Lots 15 and 16 of Plat B, North Ogden City Survey, located in the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in North Ogden City, Weber County, Utah:

Beginning at a point located 273.04 feet North 89°41'30" West along South line of Lot 48 of said Plat B; and 254.41 feet North 0°15'00" East along the West line of said Remainder Parcel from the Southeast corner of said Lot 48; said point is also located 5451.14 feet North 0°15'00" East along the monument line of Washington Boulevard spanning between 1700 North and Elberta Streets to the intersection thereof with the centerline of 2550 North Street; 339.06 feet North 89°41'30" West along said centerline; and 33.00 feet North 0°18'30" East from a Brass Cap Monument found marking the intersection of said 1700 North Street and Washington Boulevard; and running thence North 0°15'00" East 45.11 feet to a point of curvature; thence Northeasterly along the arc of a 200.00 foot radius curve to the right a distance of 74.87 feet (Central Angle equals 21°26'51" and Long Chord bears North 10°58'23" East 74.43 feet) to a point of tangency; thence North 21°41'47" East 38.83 feet to a point of curvature; thence Northeasterly along the arc of a 270.00 foot radius curve to the left a distance of 101.15 feet (Central Angle equals 21°27'53" and Long Chord bears North 10°57'49" East 100.56 feet) to a point of tangency; thence North 0°13'51" East 81.59 feet to a point on a curve on the Southerly line of 2600 North Street as conveyed to the Utah Department of Transportation per that certain Warranty Deed recorded as Entry No. 3025685 of the Official Records of Weber County, Utah; thence along said Southerly line the following three courses: Southeasterly along the arc of a 9918.00 foot radius curve to the right a distance of 138.37 feet (Center bears South 0°31'40" East, Central Angle equals 0°47'58" and Long Chord bears South 89°52'20" West 138.37 feet) to a point of tangency; South 89°43'42" East 69.95 feet; and South 44°43'54" East 25.47 feet to the West line of said Washington Boulevard as it exists at 66.00 foot half-width; thence South 0°15'00" West 317.65 feet along said West line; thence North 89°45'00" West 273.04 feet to and along the South line of said Remainder Parcel to the point of beginning.

**Contains 82,495 sq. ft.  
or 1.894 acres**

**EXHIBIT "A-2"****LEGAL DESCRIPTION OF RKF PROPERTY**

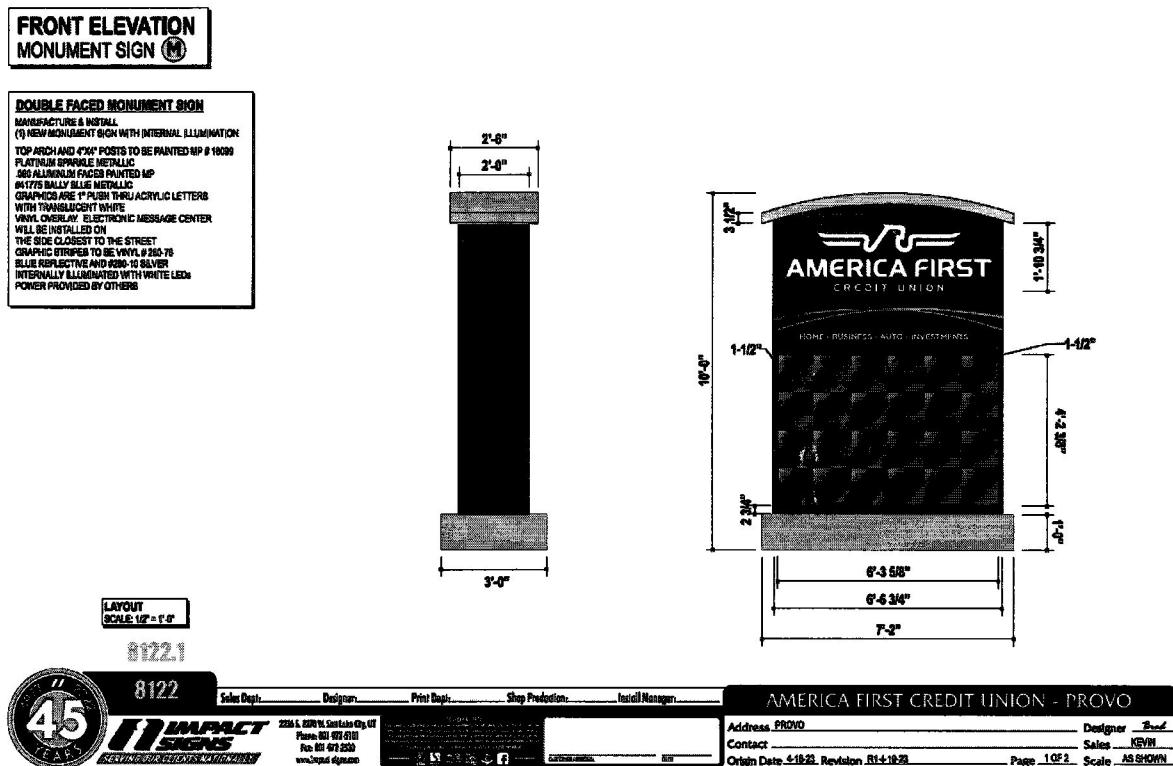
A portion of the Remainder Parcel of Barker Depot, a Subdivision in North Ogden City, recorded as Entry No. 2992361 in Book 85 at Page 95 of the Official Records of Weber County, Utah, being a part of Lots 15, 16 and 48 of Plat B, North Ogden City Survey, located in the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in North Ogden City, Weber County, Utah:

Beginning at a point on the South line of said Lot 48, located 273.04 feet North  $89^{\circ}41'30''$  West along South line of Lot 48 of said Plat B from the Southeast corner of said Lot 48; said point is also located 5451.14 feet North  $0^{\circ}15'00''$  East along the monument line of Washington Boulevard spanning between 1700 North and Elberta Streets to the intersection thereof with the centerline of 2550 North Street; 339.06 feet North  $89^{\circ}41'30''$  West along said centerline; and 33.00 feet North  $0^{\circ}18'30''$  East from a Brass Cap Monument found marking the intersection of said 1700 North Street and Washington Boulevard; and running thence North  $89^{\circ}41'30''$  West 544.13 feet along said South line to a point of curvature; thence Northwesterly along the arc of a 10.00 foot radius curve to the right a distance of 15.71 feet (Central Angle equals  $90^{\circ}01'06''$  and Long Chord bears North  $44^{\circ}40'57''$  West 14.14 feet) to a point on the East line of 300 East Street as dedicated on the Official Plat of said Barker Depot; thence along said East line the following four courses: North  $0^{\circ}19'43''$  East 171.77 feet to a point of curvature; Northwesterly along the arc of a 491.00 foot radius curve to the left a distance of 27.88 feet (Central Angle equals  $3^{\circ}15'12''$  and Long Chord bears North  $1^{\circ}17'53''$  West 27.88 feet) to a point of reverse curvature; Northwesterly along the arc of a 750.00 foot radius curve to the right a distance of 42.59 feet (Central Angle equals  $3^{\circ}15'12''$  and Long Chord bears North  $1^{\circ}17'53''$  West 42.58 feet) to a point of tangency; and North  $0^{\circ}19'43''$  East 149.28 feet to the Southwest corner of Lot 1 of said Subdivision; thence North  $88^{\circ}51'10''$  East 198.22 feet along the South line of said Lot 1 to the Southeast corner thereof, also being the Southwest corner of Lot 1 of the Final Plat of Mountain America North Ogden Subdivision, recorded as being Entry No. 3301370 in Book 96 at Page 52 of the Official Records of Weber County; thence along the South line of said Lot 1 the following three courses: South  $89^{\circ}47'52''$  East 53.51 feet; South  $49^{\circ}13'49''$  East 48.98 feet; and South  $89^{\circ}47'52''$  East 68.22 feet to the Southeast corner of said Lot 1; thence North  $0^{\circ}01'30''$  East 217.51 feet along the Easterly line of said Lot 1 to a point on a curve on the Southerly line of 2600 North Street as conveyed to the Utah Department of Transportation per that certain Warranty Deed recorded as Entry No. 3025685 of the Official Records of Weber County; thence along said Southerly line the following two courses: Southeasterly along the arc of a 4048.50 foot radius curve to the left a distance of 238.13 feet (Center bears North  $2^{\circ}47'47''$  East, Central Angle equals  $3^{\circ}22'12''$  and Long Chord bears South  $88^{\circ}53'19''$  East 238.10 feet) to a point of reverse curvature; and Southeasterly along the arc of a 9918.00 foot radius curve to the right a distance of 7.95 feet (Central Angle equals  $0^{\circ}02'45''$  and Long Chord bears South  $89^{\circ}26'58''$  West 7.95 feet); thence South  $0^{\circ}13'51''$  West 81.59 feet to a point of curvature; thence Southwesterly along the arc of a 270.00 foot radius curve to the right a distance of 101.15 feet (Central Angle equals  $21^{\circ}27'53''$  and Long Chord bears South  $10^{\circ}57'49''$  West 100.56 feet) to a point of tangency; thence South  $21^{\circ}41'47''$  West 38.83 feet to a point of curvature; thence Southwesterly along the arc of a 200.00 foot radius curve to the left a distance of 74.87 feet (Central Angle equals  $21^{\circ}26'51''$  and Long Chord bears South  $10^{\circ}58'23''$  West 74.43 feet) to a point of tangency; thence South  $0^{\circ}15'00''$  West 299.52 feet to and along the West line of said Remainder Parcel to said South line of Lot 48, Plat B, North Ogden City Survey, and the point of beginning.

**Contains 267,630 sq. ft.  
or 6.144 acres**

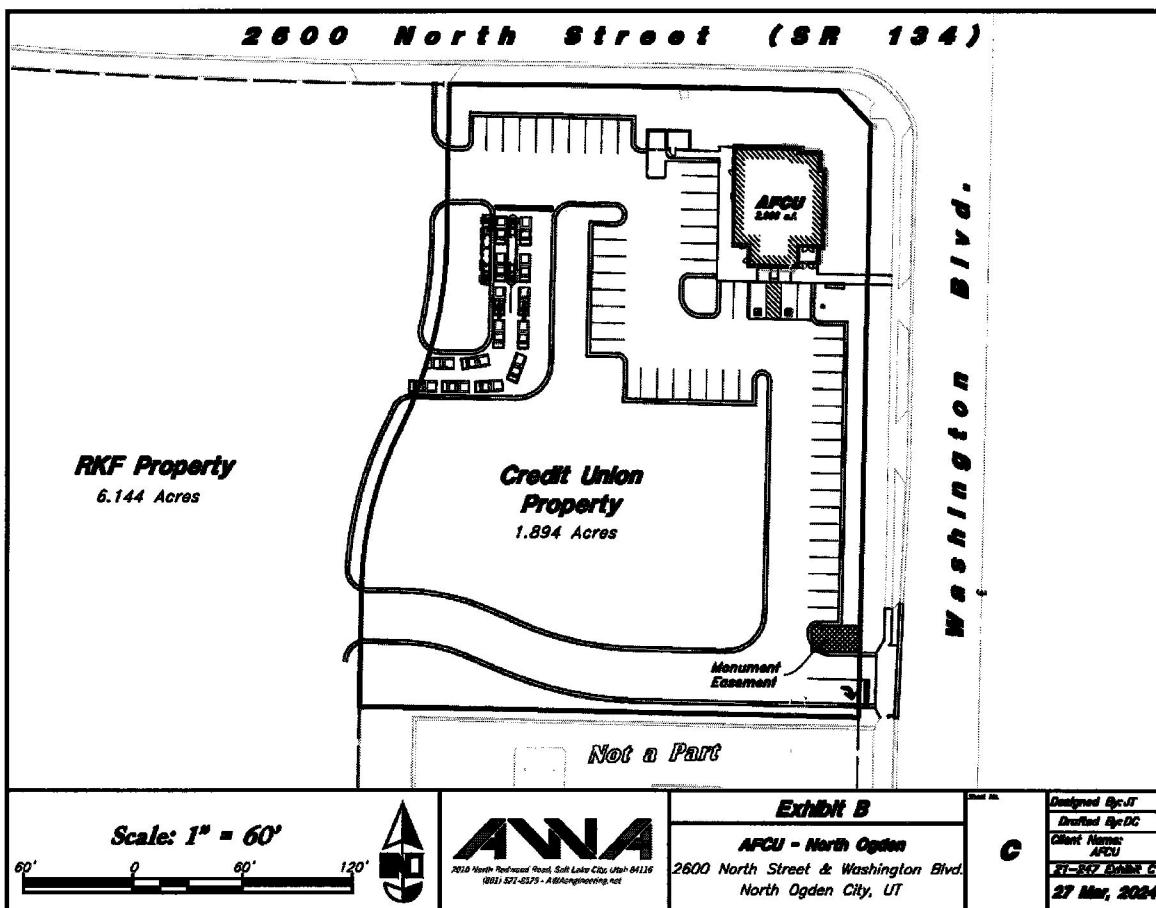
## EXHIBIT "B"

## DEPICTION OF STANDALONE MONUMENT SIGN



## EXHIBIT "C"

## DEPICTION OF CONDITIONAL USE EASEMENT



**EXHIBIT "C-1"**

**LEGAL DESCRIPTION OF CONDITIONAL EASEMENT**

A monument sign easement located within Lot 16 of Plat B, North Ogden City Survey, also located within the Northeast Quarter of Section 32, Township 7 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in North Ogden City, Weber County, Utah:

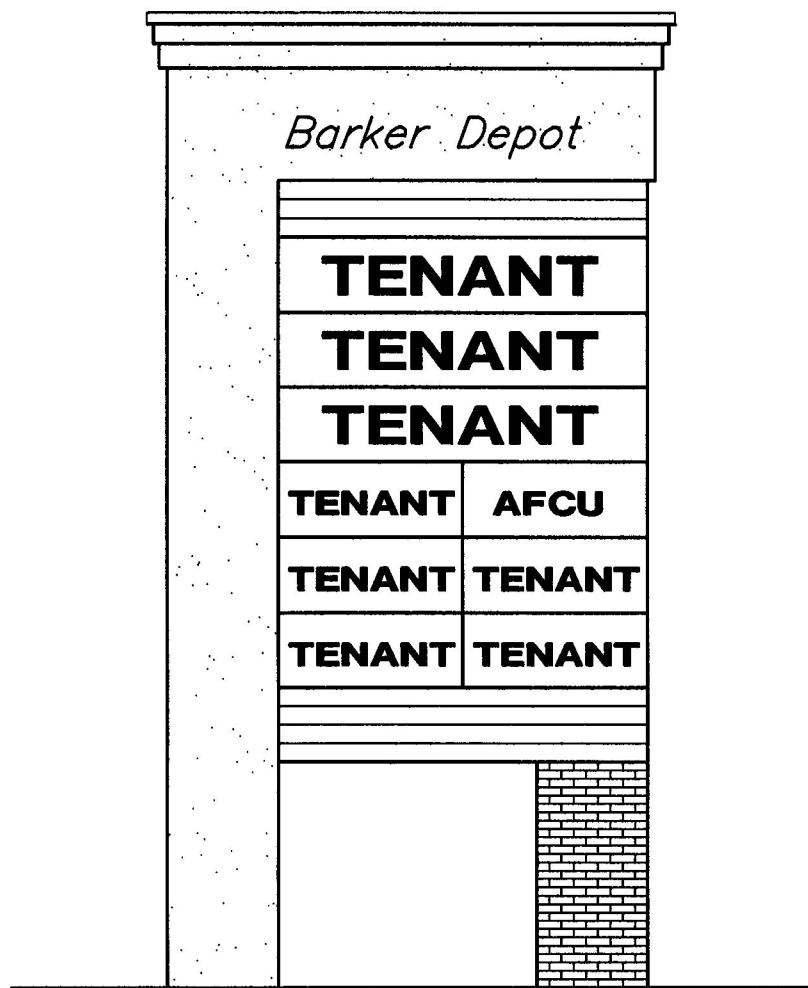
Beginning at a point on the West line of Washington Boulevard as it exists at 66.00 foot half-width, located 5774.03 feet North  $1^{\circ}09'30''$  East along the monument line of Washington Boulevard spanning between 1700 North and Alberta Streets; and 66.00 feet North  $88^{\circ}50'30''$  West from a Brass Cap Monument found marking the intersection of said 1700 North Street and Washington Boulevard; and running thence North  $88^{\circ}50'30''$  West 26.50 feet; thence North  $1^{\circ}09'30''$  East 14.00 feet; thence South  $88^{\circ}50'30''$  East 26.50 feet to said West line; thence South  $1^{\circ}09'30''$  West 14.00 feet along said West line to the point of beginning.

**Contains 371 sq. ft.**

Note: The above bearings have a reference to North based on the North American Datum of 1983, Utah North Zone State Plane datum, and must be rotated  $0^{\circ}54'30''$  in a Clockwise direction to match the underlying Ogden City Survey Plat 'B'.

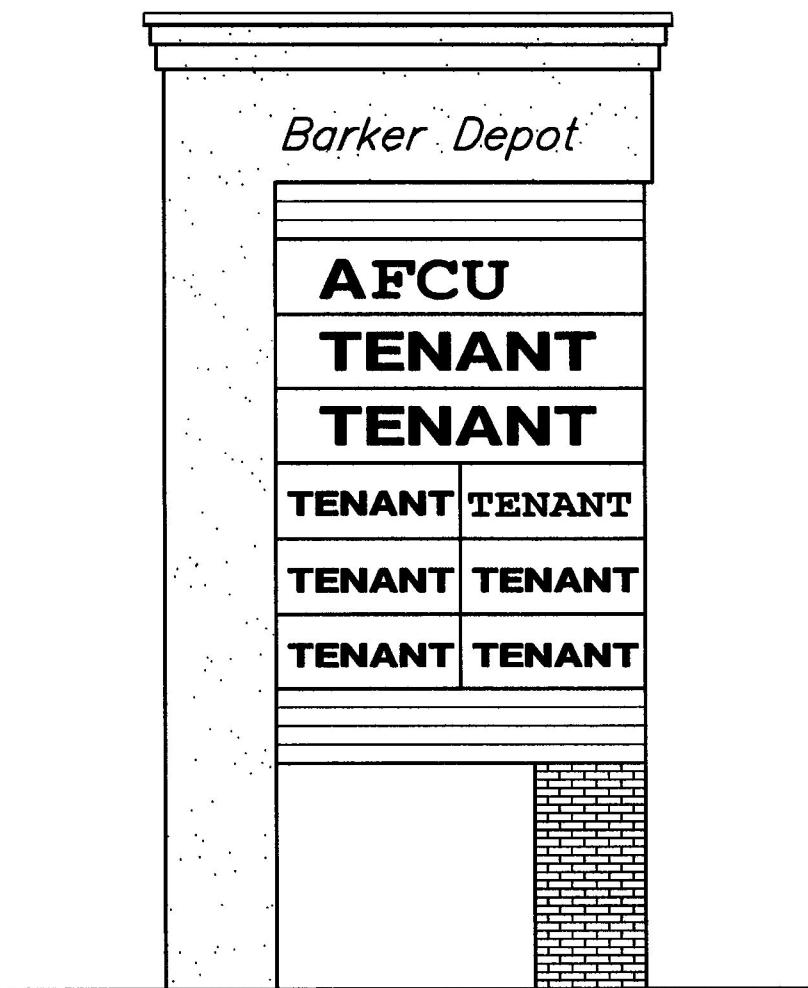
**EXHIBIT "C-2"**

**DEPICTION OF WASHINGTON BLVD. DEVELOPMENT SIGN (LICENSE TO  
CREDIT UNION)**



**EXHIBIT "C-3"**

**DEPICTION OF WASHINGTON BLVD. DEVELOPMENT SIGN (LICENSE TO RKF)**



**EXHIBIT "D"**

**DEPICTION OF 2600 N. DEVELOPMENT SIGN**

