

June 2, 2025

**VIA EMAIL**

San Juan County Planning and Zoning Commission  
c/o Kristen Bushnell  
kbushnell@sanjuancountyut.gov

*Re: Sketch Plan Application submitted by Love's Travel Stops & Country Stores, Inc.  
on May 3, 2019 (the "Application")*

Dear Commissioners:

We represent Love's with respect to the Application and submit what follows at the invitation of the County's counsel. Specifically, we write to address three issues:

1. The ownership status of the proposed travel stop property;
2. Whether the proposed travel stop is a permitted use in the Highway Commercial CDH zone; and
3. If the proposed travel stop is not a permitted use in the Highway Commercial CDH zone, is the travel stop "in harmony with the intent of the neighborhood commercial zone and similar in nature to [permitted] uses."

Each issue is addressed in turn.

**1. Ownership status.**

On October 16, 2019, Love's entered into a written Purchase and Sale Agreement (the "PSA") with the State of Utah, through the School and Institutional Trust Lands Administration ("SITLA"), with respect to the 13.06-acre site of the proposed travel stop. A copy of the PSA,

with the most recent amendment thereto, is attached. The PSA remains in effect and calls for the transaction to close within 20 days of the end of the due diligence period. The due diligence period ends on October 15, 2025 (and may be extended beyond that date). While Love's has the contractual right to terminate the PSA at any time prior to the end of the due diligence period, SITLA may terminate only if Love's fails to pay for the travel stop property at closing, or Love's breaches its representations (*e.g.*, that Love's is an entity in good standing).

The legal doctrine of equitable conversion has been the law of Utah for over 60 years. *See Cannefax v. Clement*, 786 P.2d 1377, 1379 (Utah 1990) (citing *Allred v. Allred*, 393 P.2d 791 (Utah 1964)).

Under the doctrine of equitable conversion, once parties have entered into a binding and enforceable land sale contract, the buyer's interest in the contract is said to be real property and the seller's retained interest is characterized as personal property. The rights of the parties are evaluated as if the conveyance had been made.

*Id.* (citations omitted). Applying this doctrine to the PSA, which is indisputably "a binding and enforceable land sale contract," necessitates the conclusion that Love's is the owner of the travel stop property. SITLA may retain bare legal title to the land until the closing, but Love's is the owner.

## **2. Permitted Use.**

The relevant zoning ordinance identifies three permitted uses in the Highway Commercial CDh zone that, collectively, encompass Love's proposed travel stop. Indeed, the ordinance permits "[r]estaurant[s] or drive-in café[s]," "[a]utomobile [s]ervice [s]tation[s], [a]uto [a]ccessories," and "[a]ccessory [b]uildings and uses." Significantly, the ordinance does not forbid multiple permitted uses on a single parcel and it would make no sense to interpret the ordinance to permit only one permitted use per parcel. First, the "[p]urpose" section of the ordinance, *i.e.*,

section 12-1, expressly calls for the “flexible location of uses,” indicating that a rigid, one-use-per-parcel rule ought not apply. Second, for example, the ordinance permits mobile home sales and mobile home parks. Those uses are not only wholly consistent with one another and would be expected to occur on the same parcel of property, but it is difficult to conceive of a mobile home park where mobile home sales do not occur inasmuch as different residents inevitably move in and out over time. Those who adopted the zoning ordinance must have intended to permit more than one permitted use on a single parcel.

Love’s proposed travel stop is clearly comprised of permitted uses. As the Application makes clear, it includes a fast food restaurant with a drive-through (any distinction between a drive-in and drive-through is immaterial as a practical matter), vehicular fueling stations and parking spaces that are the principal feature of an automobile service station, and a convenience store, which is plainly an accessory use. It is important to note that the definition of “automobile” is neither fixed nor universally agreed upon. The word is derived from the Greek word “autos” (αὐτός), meaning “self,” and the Latin word “mobilis,” meaning movable. In other words, an automobile is something that is “self-moving” or “self-propelled,” and accurately describes a vehicle that can move under its own power. The term “automobile” is thus broad enough to embrace vehicles as diverse as two-seater sports cars, motorhomes and semi-trucks. *See* Oxford Desk Dictionary and Thesaurus, (American Ed. 2007), at p. 48 (defining an automobile to be a “motor vehicle for road use with an enclosed passenger compartment”); *see also* Curtis M. Elliott, *The Insurance Definition of “Automobile,”* 46 Neb. L. Rev. 1, 1-2 (1967) (“When the term ‘automobile’ is used in a general sense, *i.e.*, without specific definition as in an insurance contract, it embraces perhaps all motor vehicles designed for use on roads or highways for the conveyance of persons or property.”). Other definitions of “automobile” are certainly available, but nothing in

the relevant zoning ordinance compels the conclusion that “automobile” should be narrowly interpreted to mean only non-commercial passenger vehicles.

In summary, the zoning ordinance affirmatively calls for flexibility, does not forbid more than one permitted use per parcel, and appears to contemplate more than one listed use per parcel inasmuch as at least some permitted uses are not only consistent with each other, but necessarily occur together. Moreover, every aspect of Love’s proposed travel stop falls within the reasonable—even if broad—definition of one or more enumerated permitted uses. As such, the travel stop is a permitted use.


### **3. “Other uses.”**

The proposed travel stop would be a permitted use even if its vehicle fueling and parking elements were not well within the zoning ordinance’s provision for automobile service stations. In addition to automobile service stations, the ordinance also permits such uses as farm machinery and equipment sales, drive-in theaters and “[o]ther uses . . . in harmony with the intent of the neighborhood commercial zone and similar in nature to the . . . listed uses.” A fueling station for trucks is plainly similar in nature to, and in harmony with, an automobile service station. Precisely the same functions and activities take place in both instances: fuel tanks are filled, fluids are topped-off and windshields are cleaned, for example. Likewise, a parking stall for a passenger vehicle is similar in nature to a parking stall for a truck. To the extent an automobile service station and a “truck stop” differ at all, they do so only in terms of the size of their facilities and merely because semi-trucks are larger than passenger vehicles. Restricting vehicle size in the Highway Commercial CDh zone was clearly not the County’s concern when it adopted the zoning ordinance. Indeed, the ordinance expressly permitted farm machinery and equipment sales. Farm machinery and equipment can be gigantic. Thus, even if not considered an expressly enumerated permitted

use, Love's proposed travel stop is nonetheless permitted as an "[o]ther use" because it is both "in harmony with the intent of the neighborhood commercial zone and similar in nature to the . . . listed uses."

Sincerely,

PARR BROWN GEE & LOVELESS, P.C.



---

Matthew J. Ball

Attachment

Cc (via email; w/ attachment):

Bart Kunz  
Karolina Roberts  
Hugh Long  
Jeff Balls

**PURCHASE AND SALE AGREEMENT  
AND CERTIFICATE OF SALE NO. 26824**  
(Sunny Acres Commercial)

Beneficiary: Schools

This Purchase and Sale Agreement and Certificate of Sale (this “**Agreement**”), dated October 16, 2019 (the “**Effective Date**”), is between the State of Utah, through the School and Institutional Trust Lands Administration, organized under Title 53C of the Utah Code, with an address at 675 E. 500 South, Suite 500, Salt Lake City, Utah 84102 (“**SITLA**”), and Love’s Travel Stops & Country Stores, Inc., an Oklahoma corporation authorized to do business in the State of Utah, with an address of 10601 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120 (“**Purchaser**”).

**RECITALS**

- A. SITLA manages lands held in trust by the State of Utah (“**Trust Lands**”) for the benefit of certain named beneficiaries, pursuant to Sections 6, 8, 10, and 12 of the Utah Enabling Act, Articles X and XX of the Utah State Constitution, and Title 53C of the Utah Code.
- B. SITLA may sell trust lands pursuant to Subsections 53C-1-302(1)(a)(iii) and 53C-4-102 of the Utah Code and Rule R850-80 of the Utah Administrative Code, if the agency determines that the sale of the land would be in the best interest of the trust beneficiaries and provided that the land is sold for no less than fair market value.
- C. Purchaser has requested to purchase certain trust lands located in San Juan County, Utah, described in **Exhibit A**, generally depicted in **Exhibit B**, and filed with the San Juan County Survey Office as Record of Survey No. 1102 in **Exhibit C** (the “**Property**”).
- D. Purchaser desires to use the Property for an automobile service station and travel plaza with fueling and restaurant services, and ancillary commercial uses.
- E. SITLA has determined that the sale of the Property to Purchaser would be in the best interest of the trust beneficiaries and has determined that the Purchase Price (defined below) represents no less than fair market value for the Property.
- F. SITLA has agreed to sell and Purchaser has agreed to purchase the Property pursuant to the terms of this Agreement.

The parties agree as follows:

1. **Purchase and Sale of Property.** SITLA shall sell and Purchaser shall purchase the Property for One Million, Two Hundred And Seventy Thousand Dollars and No/100 Dollars \$1,270,00.00 (the “**Purchase Price**”), plus the Initial Payment (defined below) and one-half of closing costs and fees (the “**Fees**”). Purchaser shall pay the Purchase Price and Fees on or before

the date of Closing (defined below). All payments must be made in cash and in United States Dollars.

2. **Reservations and Exceptions.**

2.1. **Reservations and Exceptions.** SITLA will except and reserve to the State, for the benefit of the trust land beneficiaries:

all coal, oil, gas, and other hydrocarbons, and all other mineral deposits located in or on the Property, along with the right to reasonably access and use the Property to explore for, develop, and extract those mineral deposits;

all sub-surface void and pore spaces in the Property whether naturally existing or created upon the removal of coal, oil, gas and other hydrocarbons, and all other mineral deposits, and the right to reasonably access and use the Property and to use those sub-surface void and pore spaces for any purpose; and

access and utility easements across the Property as may be necessary and reasonable to access other lands administered by SITLA.

2.2. **Valid Existing Rights.** SITLA will sell and Purchaser shall accept the Property subject to all valid, existing rights-of-way and easements including:

2.2(a) ESMT 2187 (underground water and sewer lines, San Juan Spanish Valley Special Service District), or

2.2(b) Any other encumbrance in existence as of the date of this Agreement.

3. **Property Obligations.**

3.1. **Purchaser's Acknowledgments.** Purchaser acknowledges that: (i) SITLA has a mandate to manage Trust Lands for the financial benefit of the particular trust beneficiaries; and (ii) SITLA will sell the Property to Purchaser for use as an automobile service station and travel plaza with fueling and restaurant services, and ancillary commercial uses with a site plan as generally depicted in **Exhibit D**.

3.2. **Purchaser to Comply with Future Development Standards.** Purchaser acknowledges that SITLA is selling the Property to Purchaser before SITLA's larger Spanish Valley project area is cohesively designed in a community structure plan and ready for development through a development agreement with San Juan County. The Planned Community Zone Application and Preliminary Community Structure Plan for Spanish Valley Phase I, dated October 31, 2018 ("**2018 PCSP**") and submitted to San Juan County on November 1, 2018, identifies the highlights of future design guidelines, development standards and road cross sections.

3.2(a) Purchaser acknowledges that the Property is located in San Juan County's highway commercial zone, and future 2018 PCSP planned highway commercial



zone, that is intended to have limited access from highway US-191 and to provide regional commercial services for Spanish Valley residents and the traveling public. Purchaser agrees to design the buildings, facilities, exterior lighting, and signage to contribute to the formation of an important service destination for the Spanish Valley community.

3.2(b) Purchaser agrees to comply with SITLA's future design guidelines that SITLA will submit to San Juan County Planning and Zoning Commission and San Juan County Commission as part of the approval process for the community structure plan and the development agreement. The design guidelines as indicated in Exhibits E, E1, and E2 will include:

3.2(b)(i) Guidelines that govern general site design for buildings, parking and service areas, massing, landscaping, and architectural design criteria including lighting and signage;

3.2(b)(ii) Guideline based on "dark sky" principles for signage illumination and outdoor lighting for street, driveway/entry, parking, and buildings including fueling facilities and shown in **Exhibit E1**; and

3.2(b)(iii) Guideline for signage and displays and shown in **Exhibit E2**.

3.2(c) Before commencing construction, Purchaser shall submit its development plans, including exterior lighting and signage plans, to SITLA for SITLA's review and approval of compliance with the design guidelines, which approval shall not be unreasonably withheld.

3.2(d) Before grading the Property, Purchaser shall construct a seven (7) foot high block wall along the north boundary of the parcel to provide a visual buffer for the existing residential neighbors.

3.3. **SITLA Obligation.** Through December 31, 2024, SITLA agrees to not locate another travel plaza on its lands located on the eastern frontage of US-191 between the Property and Flat Pass Road, which is approximately two and a half (2.5) miles south of the Property; provided however, this obligation will terminate immediately in the event Purchaser sells, assigns or otherwise conveys the Property (or a portion thereof) to a third party before such date.

3.4. **Survival.** The obligations contained in **Section 3** shall survive the Closing and issuance of a patent as provided herein.

4. **Establishment of Escrow; Initial Payment; Earnest Money Deposit.**

4.1. *Escrow Instructions.* Upon full execution of the Purchase Agreement, the parties shall establish an escrow with National Commercial Services Colorado, attn: Teresa.Hott@fnf.com (the "**Escrow Agent**") to complete the sale of the Property.



4.2. *Initial Payment.* Within five (5) days of the Effective Date, Purchaser shall pay to SITLA Fifty Thousand Dollars (\$50,000.00) (the “**Initial Payment**”) through the Escrow Agent. The Escrow Agent will immediately transfer the Initial Payment to SITLA. The Initial Payment shall in part compensate SITLA for those costs associated with preparing the Property for sale, and shall not be refundable nor credited toward the Purchase Price at Closing (defined below).

4.3. *Earnest Money Deposit.* Within five (5) days of the Effective Date, Purchaser shall make a Fifty Thousand Dollar (\$50,000.00) deposit (the “**Earnest Money Deposit**”) with the Escrow Agent. The Escrow Agent will place the Earnest Money Deposit in a secure account and will hold the Earnest Money Deposit and any interest earned thereon in escrow and will release it as set forth in **Section 4.4**.

4.4. *Disbursement of Earnest Money Deposit.*

4.4(a) Credit Toward Purchase Price. If Closing occurs on or before the Date of Closing (defined below), the entirety of the Earnest Money Deposit and any interest that accrues thereon shall be credited toward the Purchase Price.

4.4(b) Liquidated Damages. If Closing does not occur after the end of the Due Diligence Period and on or before the Date of Closing (defined below) through no fault of SITLA, the entirety of the Earnest Money Deposit and any interest that accrues thereon shall be released to SITLA as liquidated and reasonable estimate of damages for Purchaser’s breach or failure to complete the purchase and sale contemplated by this Agreement.

4.4(c) Refund to Purchaser. If applicable and in accordance with **Section 6.2** and **Section 10.1**, the entirety of the Earnest Money Deposit and any interest that accrues thereon shall be released to Purchaser.

## 5. **Due Diligence.**

5.1. **Inspection Period.** Purchaser may conduct due diligence on the Property within 180 days following the Effective Date (the “**Due Diligence Period**”). During the Due Diligence Period, Purchaser may enter the Property and perform studies that Purchaser deems necessary in its sole discretion, including without limitation a property survey performed by a licensed land surveyor (the “**Survey**”). However, Purchaser may not disturb the surface of the Property or bring any Hazardous Substances on to the Property without SITLA’s prior written consent. “**Hazardous Substances**” means: (a) any substance, material, or waste that is included within the definitions of “hazardous substances,” “hazardous materials,” “hazardous waste,” “toxic substances,” “toxic materials,” “toxic waste,” or words of similar import in any environmental law; (b) those substances listed as hazardous substances by the United States Department of Transportation (or any successor agency) (49 C.F.R. 172.101) or by the Environmental Protection Agency (or any successor agency) (40 C.F.R. Part 302); and (c) any substance, material, or waste that contains petroleum or is petroleum, petroleum-related, or a

petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, except as otherwise provided by law.

5.2. **Verification of Acreage.** If the Survey determines that the Property contains less than or more than 13.06 acres, the parties agree to a reduction or increase, as applicable, in the Purchase Price based on the land value as defined in the appraisal dated August 6, 2018.

5.3. **Changes in Property Description.** If the Survey determines that the description of the Property in **Exhibit A** is inaccurate, the parties shall amend the Property description accordingly and include the updated description in the patent.

5.4. **Governmental Approvals and Permits.** During the Due Diligence Period, Purchaser shall make good faith and timely efforts to acquire the applicable governmental approvals and permits for an automobile service station and travel plaza. Purchaser may request SITLA's assistance, as needed, in acquiring such approvals and permits, but SITLA will have no obligation to incur any out of pocket costs or expenses.

6. **Property Inspection; Disclaimer of Warranties.**

6.1. **SITLA's Records.** Purchaser acknowledges that SITLA's records concerning the Property that are not protected records are public and that the public has access to those records and a chance to review them, subject to the provisions of the Utah Government Records Access and Management Act.

6.2. **Refund of Earnest Money Deposit.** If Purchaser determines that (i) a material defect exists on the Property that cannot be cured to Purchaser's reasonable standards; (ii) Purchaser is unable to secure all necessary permits or approvals required for its development of an automobile service station and travel plaza on the Property; or (iii) SITLA desires, in its sole discretion, to not cure or is unable to cure, Purchaser may terminate this Agreement by giving written Notice to SITLA before the end of the Due Diligence Period and complying with **Section 10.1**. Upon SITLA's acknowledgement in writing of such termination, the Escrow Agent shall release the Earnest Money Deposit and any interest earned thereon to the Purchaser.

6.3. **Disclaimer of Warranties.** SITLA disclaims all warranties of title and any representations and warranties as to zoning, legal or physical access, location or availability of utilities, soil conditions, floodplains and watercourses, the presence or absence of any Hazardous Substances or hazardous conditions, or other physical or legal attributes of the Property or Purchaser's ability to obtain approvals for Purchaser's development of the Property, or the physical conditions of the Property. **SITLA HEREBY DISCLAIMS ANY AND ALL WARRANTIES WHATSOEVER WITH RESPECT TO THE PROPERTY IT IS CONVEYING.** Purchaser acquires the Property in its "as-is" condition and assumes the risk that adverse past, present, or future physical characteristics and conditions of the Property have not been revealed by inspection or investigation.

6.4. **No Waste.** Prior to Closing (defined below), Purchaser may not commit or suffer to be committed any waste, spoil, or destruction of, in or upon the Property and Purchaser shall maintain the Property in good condition.

7. **Closing.** Unless this Agreement is terminated according to its terms, the parties shall close on the transaction contemplated in this Agreement (the “**Closing**”) through the Escrow Agent on a date and time agreed on by the parties but no later than 20 days after the end of the Due Diligence Period (the “**Date of Closing**”). On or before the Date of Closing, Purchaser shall deposit the Purchase Price and Fees due pursuant to **Section 1** with the Escrow Agent. Unless Purchaser terminates this Agreement pursuant to **Section 6.2**, the parties shall close the transaction contemplated by this Agreement through the Escrow Agent.

7.1. **Purchaser’s Deliveries at Closing.** At the Closing, Purchaser shall deliver to SITLA through the Escrow Agent the Purchase Price and Fees owing.

7.2. **SITLA’s Deliveries at Closing.** At the Closing, SITLA shall deliver to Purchaser through the Escrow Agent:

7.2(a) a properly executed and acknowledged patent, which Escrow Agent shall record in San Juan County, Utah after Closing; and

7.2(b) possession of the Property.

7.3. **Conditions of Closing.**

7.3(a) **Purchaser’s Conditions of Closing.** Purchaser’s obligation to close on this transaction is subject to SITLA’s delivery of a properly executed and acknowledged patent at the Closing.

7.3(b) **SITLA’s Conditions of Closing.** SITLA’s obligation to close on this transfer is subject to:

7.3(b)(i) Purchaser paying the Purchase Price and Fees owing; and

7.3(b)(ii) the representations made in **Section 8** are true and correct as of the date of Closing.

8. **Purchaser’s Representations.** Purchaser represents to SITLA that:

8.1. it is an entity in good standing in Utah;

8.2. it has all necessary authorizations to purchase the Property and execute this Agreement;

8.3. Purchaser has no liability or obligation to pay fees or commissions to any broker, finder, or agent with respect to its purchase of the Property;

8.4. there are no judgments, actions, decrees or other legal restraints or causes of action that would prevent Purchaser from acquiring the Property; and

8.5. Purchaser intends to use the Property as indicated in **Section 3** of this Agreement.

9. **Indemnification and Defense.**

9.1. **Definitions.** The following definitions apply in this Agreement.

9.1(a) “**Indemnified Parties**” means the State of Utah, SITLA, and each of their affiliates, agencies, directors, trustees, beneficiaries, officers, employees, agents, consultants, advisors, and other representatives, and their heirs, executors, successors and assignees.

9.1(b) “**Litigation Expense**” means any reasonable out-of-pocket expense incurred in defending a Third-Party Claim or in any related investigation or negotiation, including court-filing fees, court costs, arbitration fees, witness fees, and attorneys’ and other professionals’ fees and disbursements.

9.1(c) “**Losses**” means any amount awarded in, or paid in settlement of, any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding, including any threatened claim or demand, which is a Third Party Claim.

9.1(d) “**Third-Party Claim**” means any judicial, administrative, or arbitration action, suit, claim, investigation, or proceeding, including any threatened claim or demand, brought by or on behalf of a non-party to this Agreement arising from this Agreement.

9.2. **Indemnification.** The Indemnified Parties have no responsibility for and Purchaser shall indemnify the Indemnified Parties from and against all Losses arising out of:

9.2(a) Purchaser’s breach of this Agreement;

9.2(b) Purchaser’s acts or omissions resulting in death, bodily injury, or damage to real property; or

9.2(c) any use, generation, storage, disposal, release or threatened release of Hazardous Substances on the Property at any time before or after Closing, including without limitation (i) all foreseeable and unforeseeable consequential damages, and (ii) the cost of any investigation, repair, cleanup, remediation or detoxification of the Property and other affected property and the preparations of any corrective action, closure or other required plans or reports.

9.2(d) Purchaser is not responsible to indemnify the Indemnified Parties to the extent that the Indemnified Party intentionally or negligently caused the Losses.

9.3. **Defense.**

9.3(a) **Purchaser to Defend.** The Purchaser shall defend the Indemnified Parties against any Third-Party Claim arising from the indemnity obligations identified in Paragraph 9.2, except for those referenced in Paragraph 9.2(d). To be entitled to defense from Purchaser, an Indemnified Party must notify Purchaser within a reasonable time of a Third-Party Claim and deliver to Purchaser a copy of all documents and information related to the Third-Party Claim. The Indemnified Parties' failure to notify Purchaser of a Third-Party Claim within a reasonable time does not relieve Purchaser of its defense obligations unless Purchaser is materially prejudiced by the Indemnified Party's failure to give reasonable Notice.

9.3(b) **Independent Counsel.** Upon Notice of a Third-Party Claim from an Indemnified Party, Purchaser shall promptly retain independent legal counsel that is reasonably acceptable to the Indemnified Party requesting defense.

9.3(c) **Indemnified Party's Participation in Defense.** An Indemnified Party is entitled to participate in the defense of a Third-Party Claim with counsel of its own choosing if: (i) Purchaser notifies the Indemnified Party that it does not wish to defend the Third-Party Claim or does not promptly retain independent counsel on Notice of a Third-Party Claim; or (ii) representation of the Indemnified Party and Purchaser by the same counsel would, in the opinion of that counsel, constitute a conflict of interest. In such event, Purchaser shall be liable to the Indemnified Party for all costs and expenses incurred by the Indemnified Party.

9.3(d) **Litigation Expenses.** Purchaser shall pay any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim before Purchaser assumes the defense of that Third-Party Claim, except with respect to any period during which the Indemnified Party fails to timely notify Purchaser of that Third-Party Claim. Purchaser is not liable for any Litigation Expenses that an Indemnified Party incurs in connection with defense of a Third-Party Claim after Purchaser assumes the defense of that Third-Party Claim. Purchaser shall promptly pay all Litigation Expenses as they are incurred.

9.3(e) **Settlement.** After Purchaser assumes the defense of a Third-Party Claim, Purchaser may contest, pay, or settle the Third-Party Claim without the consent of the Indemnified Party only if that settlement (i) does not entail any admission on the part of the Indemnified Party that it violated any law or infringed the rights of any person, (ii) has no effect on any other claim against the Indemnified Party, (iii) provides as the claimant's sole relief monetary damages that are paid in full by Purchaser, and (iv) requires that the claimant release the Indemnified Party from all liability alleged in the Third-Party Claim.

9.4. **Survival.** This **Section 9** survives Closing and issuance of the patent.

10. **Termination.**

10.1. **By Purchaser.** Purchaser may terminate this Agreement at any time prior to the end of the Due Diligence Period by giving Notice of termination to SITLA. On termination, Purchaser shall provide SITLA with copies of all studies Purchaser has performed and, at SITLA's request, Purchaser shall execute a quit-claim deed in favor of the State of Utah.

10.2. **By SITLA.** SITLA may terminate this Agreement, effective on Notice from SITLA, if:

10.2(a) Purchaser fails to timely pay the Purchase Price and the Fees on or before Closing; or

10.2(b) Purchaser breaches its representations made in **Section 8.**

11. **Notices.**

11.1. **Must be in Writing.** The parties shall give all notices, consents, and other communications under this Agreement in writing ("**Notice**") and addressed as follows:

To SITLA:

Utah School and Institutional Trust Lands Administration  
675 East 500 South, Suite 500  
Salt Lake City, Utah 84102  
Attention: Assistant Director, Planning & Development Group

To Purchaser:

Love's Travel Stops & Country Stores, Inc.  
10601 N. Pennsylvania Ave.  
Oklahoma City, Oklahoma 73120  
Attention: Stan Kelley

11.2. **Method of Notification.** Notices must be given by (a) established express delivery service that maintains delivery records, (b) hand delivery, or (c) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of the recipient's failure to provide a reasonable means for accomplishing delivery.

12. **MISCELLANEOUS.**

12.1. **Compliance with Laws.** Purchaser shall comply with all applicable laws and regulations of any government agency having jurisdiction, including all valid sanitation and pollution regulations. Purchaser shall report any discovery of a paleontological, cultural or archaeological site or specimen to the Division of State History and SITLA and

comply with Utah Code Ann. § 9-8-305 and Utah Administrative Code R850-60. These obligations survive the Closing and issuance of a patent.

12.2. **Assignment.** Purchaser may not assign this Agreement without prior written consent of SITLA and only after Purchaser provides SITLA a writing in which the assignor assumes all obligations and liabilities of Purchaser under this Agreement. An assignment made without SITLA's prior written consent is void. An assignment does not relieve Purchaser from its obligations and liability under this Agreement and SITLA may continue to look to Purchaser to fulfill all obligations under this Agreement, including those that survive termination of this Agreement or issuance of the patent.

12.3. **Binding Effect.** This Agreement will bind and inure to the benefit of SITLA and Purchaser and their respective heirs, personal representatives, successors and assigns.

12.4. **Entire Agreement.** This Agreement and attachments constitute the entire agreement between the parties with respect to the subject matter of this Agreement. The parties may only amend this Agreement in a subsequent writing executed by both parties.

12.5. **Waivers.** A waiver of any provision of this Agreement does not constitute a waiver of any other provision, whether or not similar, and does not constitute a continuing waiver. Except as expressly provided in this Agreement, a waiver is not binding unless it is documented in a writing signed by both parties.

12.6. **Governing Law.** This Agreement is governed by the laws of the State of Utah, without regard to its choice or conflicts of law principles. The parties may only bring an action arising out of this Agreement or the patent in the Third Judicial District Courts, Salt Lake County, Utah and both parties submit to the exclusive jurisdiction of those courts.

12.7. **Captions.** The captions in this Agreement are for convenience only and have no legal effect.

12.8. **Applicability.** If any term of this Agreement or the application of it to any person, entity or circumstance is deemed invalid and unenforceable by a court with jurisdiction, the remainder of this Agreement or the application of such term to persons or circumstances other than to those that are determined invalid or unenforceable continue and are enforceable to the extent permitted by law.

12.9. **Authority.** The individuals executing this Agreement represent that they are authorized to sign on behalf of the respective parties.

12.10. **Numbering of Days.** If the last day of any time period stated in this Agreement falls on a Saturday, Sunday or federal or Utah legal holiday, then such time period will be extended to the next succeeding day that is not a Saturday, Sunday or a federal or Utah legal holiday.



12.11. **Allocation of Professional Fees.** The parties are responsible for their own legal and professional fees related to preparation of this Agreement and issuance of the patent.

12.12. **No Waiver of Governmental Immunity.** Nothing in this Agreement constitutes a waiver of SITLA's governmental immunity from suit.

12.13. **Counterparts and E-Signatures.** The parties may execute this Agreement in counterparts, which together constitute one and the same document. The parties may execute this Agreement by facsimile, email, or other electronic means that are sufficient to show the signature is attributable to the signatory.

12.14. **Survival.** All obligations of Purchaser contained in this Agreement shall survive Closing and issuance of patent.

*[Remainder of page left blank]*

The parties have executed this Agreement as of the Effective Date.

**STATE OF UTAH, SCHOOL AND INSTITUTIONAL  
TRUST LANDS ADMINISTRATION**

By: David Ure  
David Ure, Director

APPROVED AS TO FORM  
SEAN D. REYES  
ATTORNEY GENERAL

By: Chad Shill  
Special Assistant Attorney General

**LOVE'S TRAVEL STOPS & COUNTRY  
STORES, INC**

By: [Signature]  
Name: Shane Whalen  
Title: President

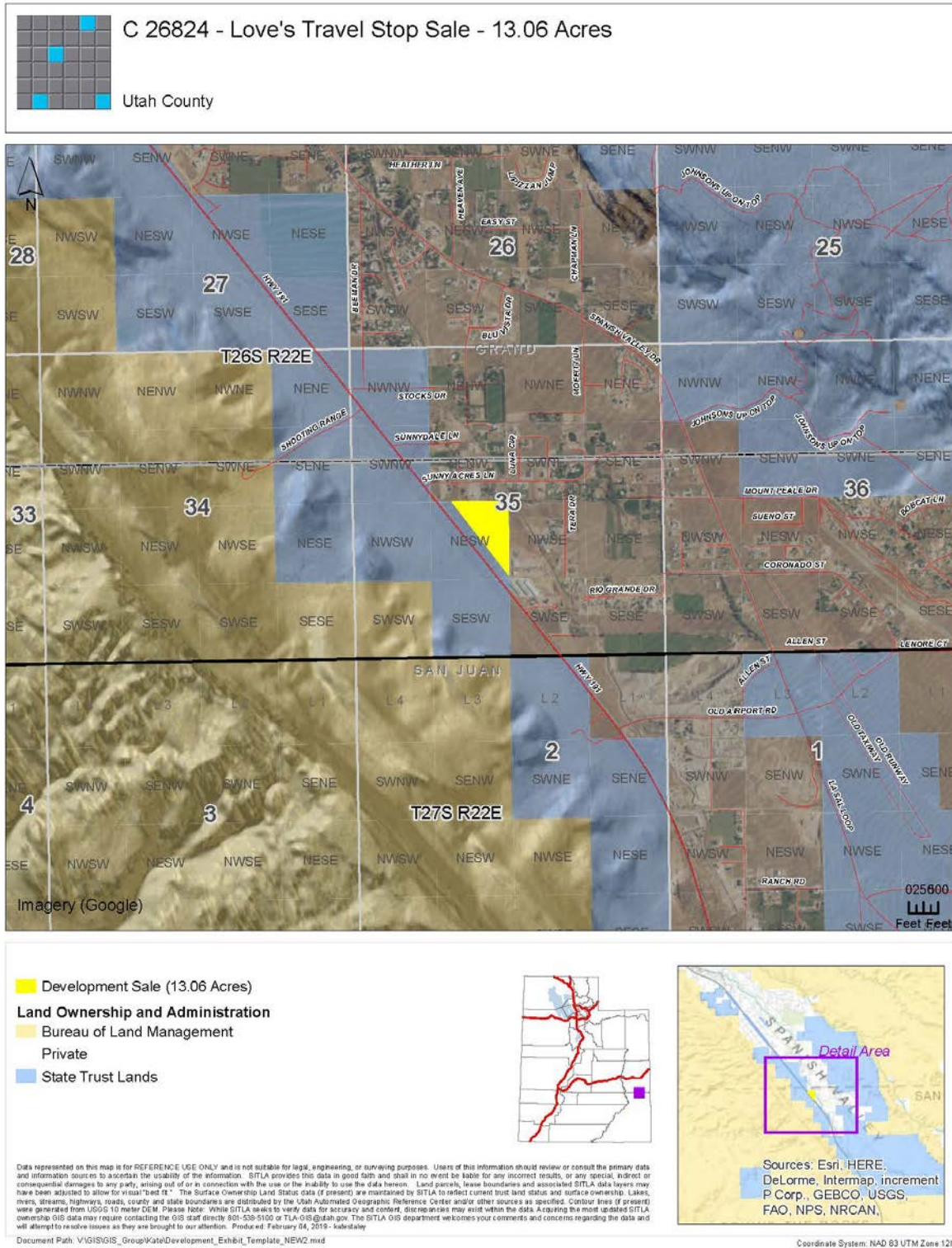
**EXHIBIT A**

Legal Description of the Property

A tract of land within the SW¼ of Section 35, Township 26 South, Range 22 East, SLB&M, County of San Juan, State of Utah, more particularly described as follows:

Beginning at the C¼ section corner of said Section 35; thence S89°58'00"W 940.77 feet along the east-west C¼ section line to the east right-of-way line of Highway 191, thence S37°55'34"E 1532.69 feet along said right-of-way line to a point on the north-south C¼ section line of said Section 35, thence N00°03'40"W 1209.54 feet to the point of beginning, containing 13.06 acres more or less.

**EXHIBIT B**  
**Map of the Property**

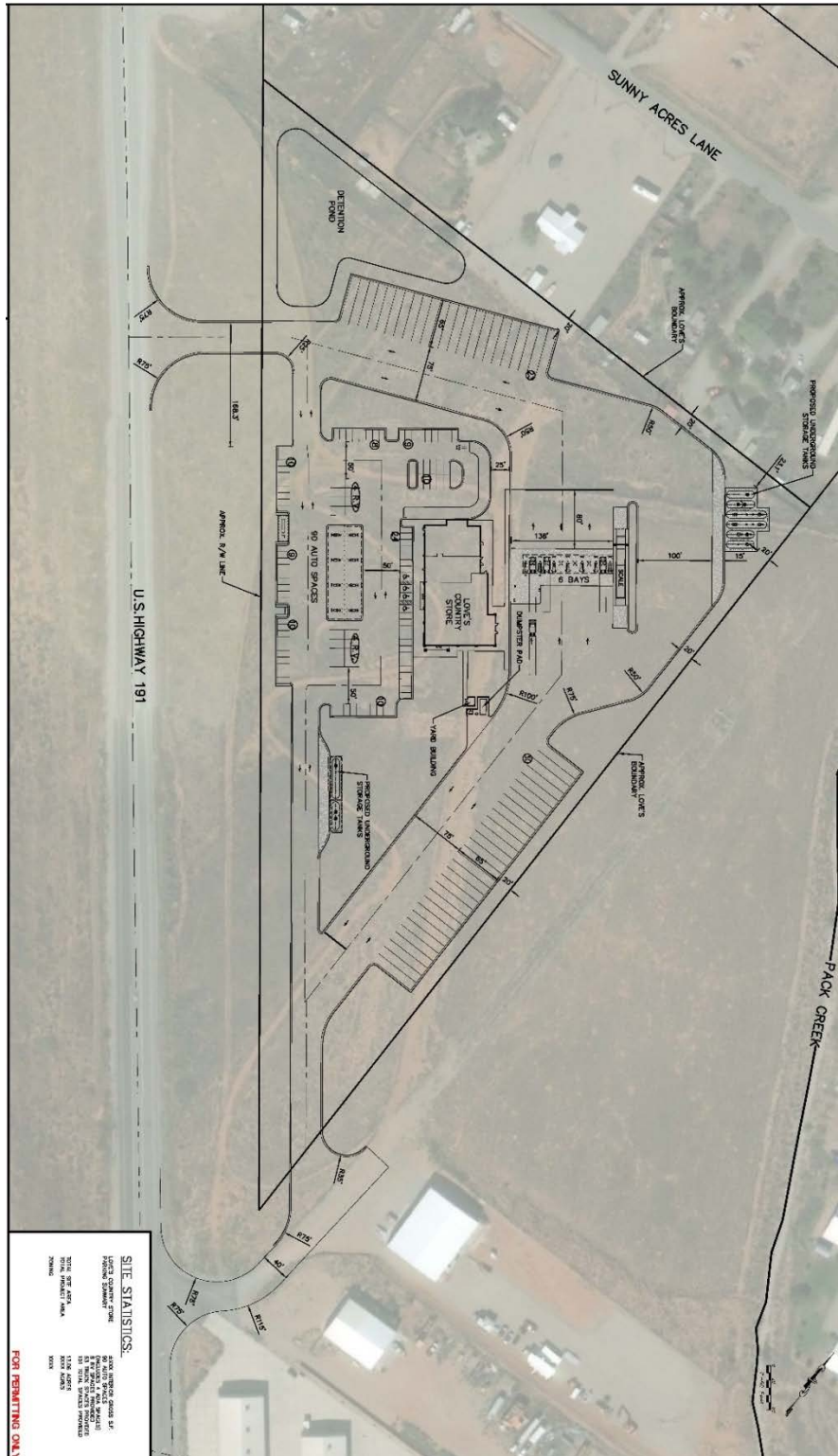






## EXHIBIT D

## Preliminary Site Plan



## **EXHIBIT E**

### Guidelines

These guidelines (the “**Guidelines**”) apply to SITLA’s Spanish Valley project (the “**Project**”), including the Property, located in San Juan County (the “**County**”):

- The Guidelines are incomplete as of September 30, 2019.
- SITLA anticipates engaging the services of an enforcement officer (the “Project Enforcement Officer”) to enforce the Project’s Guidelines. The Project Enforcement Officer may be a SITLA employee or a contractor such as an engineering firm. At such time as the County Commission adopts ordinances that are substantially similar to or stricter than the Guidelines, the Project, in its sole discretion, may decide to have the County enforce those ordinances that substantially replace the Guidelines.
- The Guidelines may use “guideline” or “standard” interchangeably as a general description of the applicable Guideline.
- Guideline sections follow:
  - Outdoor Lighting and Sign Illumination Guideline ..... **Exhibit E1**
  - Signs and Displays Guideline ..... **Exhibit E2**



## **EXHIBIT E1**

### Outdoor Lighting and Sign Illumination Guideline

#### **OUTDOOR LIGHTING AND SIGN ILLUMINATION GUIDELINE**

- Sections:
1. Outdoor Lighting
  2. Signs Illumination

#### **Section 1 – Outdoor Lighting**

1. Purpose: The purposes of this chapter are to:
  - A. Encourage outdoor lighting practices that will minimize light pollution, glare, light trespass and sky glow to curtail the degradation of the night time visual environment;
  - B. Prevent lighting nuisances on properties located in and adjacent to the Project;
  - C. Promote energy conservation;
  - D. Improve night-time safety, utility, security, and productivity;
  - E. Develop an attractive nighttime appearance in the Project;
  - F. Minimize lighting health risks arising from inappropriate quantities and qualities of lighting;
  - G. Prevent unnecessary or inappropriate outdoor lighting;
  - H. Minimize nighttime impacts on nocturnal wildlife;
  - I. Enhance the residential experience in the Project; and
  - J. Encourage quality outdoor lighting through the use of efficient bulbs and light sources, fully shielded light fixtures, and limits on the location and uses of outdoor lighting.
2. Scope and Applicability:
  - A. All lighting should be purpose driven.
  - B. All exterior outdoor lighting installed in the Project shall conform to the requirements established by this section. This section does not apply to indoor lighting.
  - C. **Figure 1A** provides examples of appropriate and inappropriate light shielding for exterior lights.

## EXHIBIT E1 (continued)

Figure 1A: Examples of Appropriate (“best”) and Inappropriate Light Shielding



3. Definitions: For the purpose of this section, certain words, phrases and terms shall have the meaning assigned to them by this section.

Accent or Architectural Lighting means lighting of building surfaces, landscape features, statues, and similar items for the purpose of decoration, ornamentation, creation of visual hierarchy, sense of liveliness, or other purpose unrelated to safety, business operation, or essential lighting function.

Backlight means all the light emanating behind a luminaire.

B.U.G. Rating means backlight, up-light, and glare rating, which exists on a scale of zero to five (0 to 5) and describes the light output of a luminaire. B.U.G. lighting concerns are shown in **Figure 1B**.

Figure 1B: B.U.G. Lighting



### EXHIBIT E1 (continued)

Correlated Color Temperature (CCT) is a specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured in degrees Kelvin (K). The CCT rating for a lamp is a general "warmth" or "coolness" measure of its appearance. Lamps with a CCT rating below 3,000 K are usually considered "warm" sources, while those with a CCT above 3,000 K are usually considered "cool" in appearance.

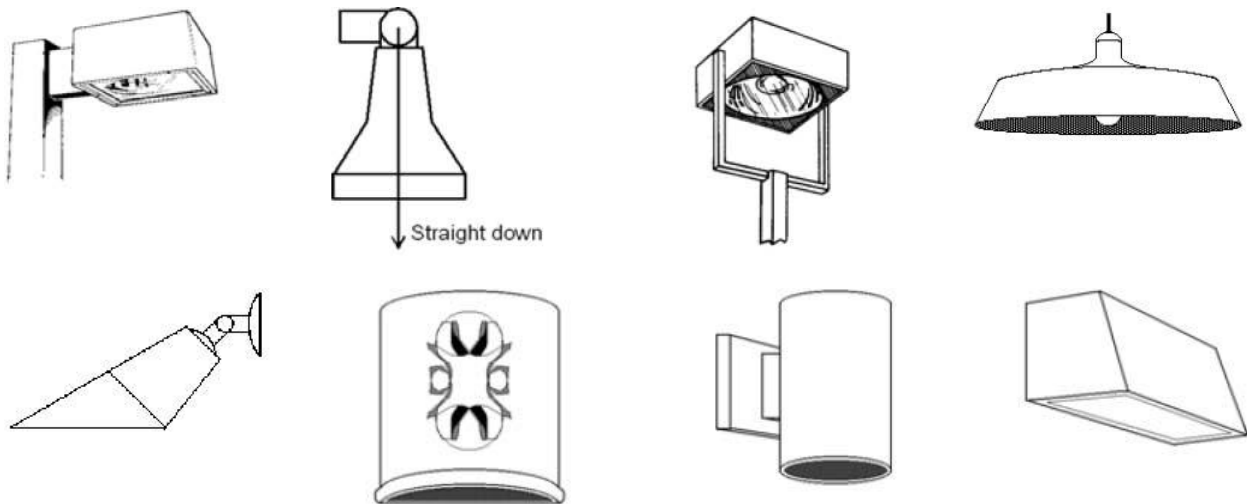
Direct Illumination means illumination resulting from light emitted directly from a bulb, luminary, or reflector. This does not include light reflected from other surfaces such as the ground or building faces.

Fixture means a complete lighting unit consisting of a lamp or lamps together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Examples of acceptable fixtures are shown in **Figure 1D**.

Floodlight means a fixture or bulb designed to "flood" an area with light. A specific form of bulb or fixture designed to direct its output in a specific direction. Such bulbs are often designated by the manufacturer and are commonly used in residential outdoor lighting.

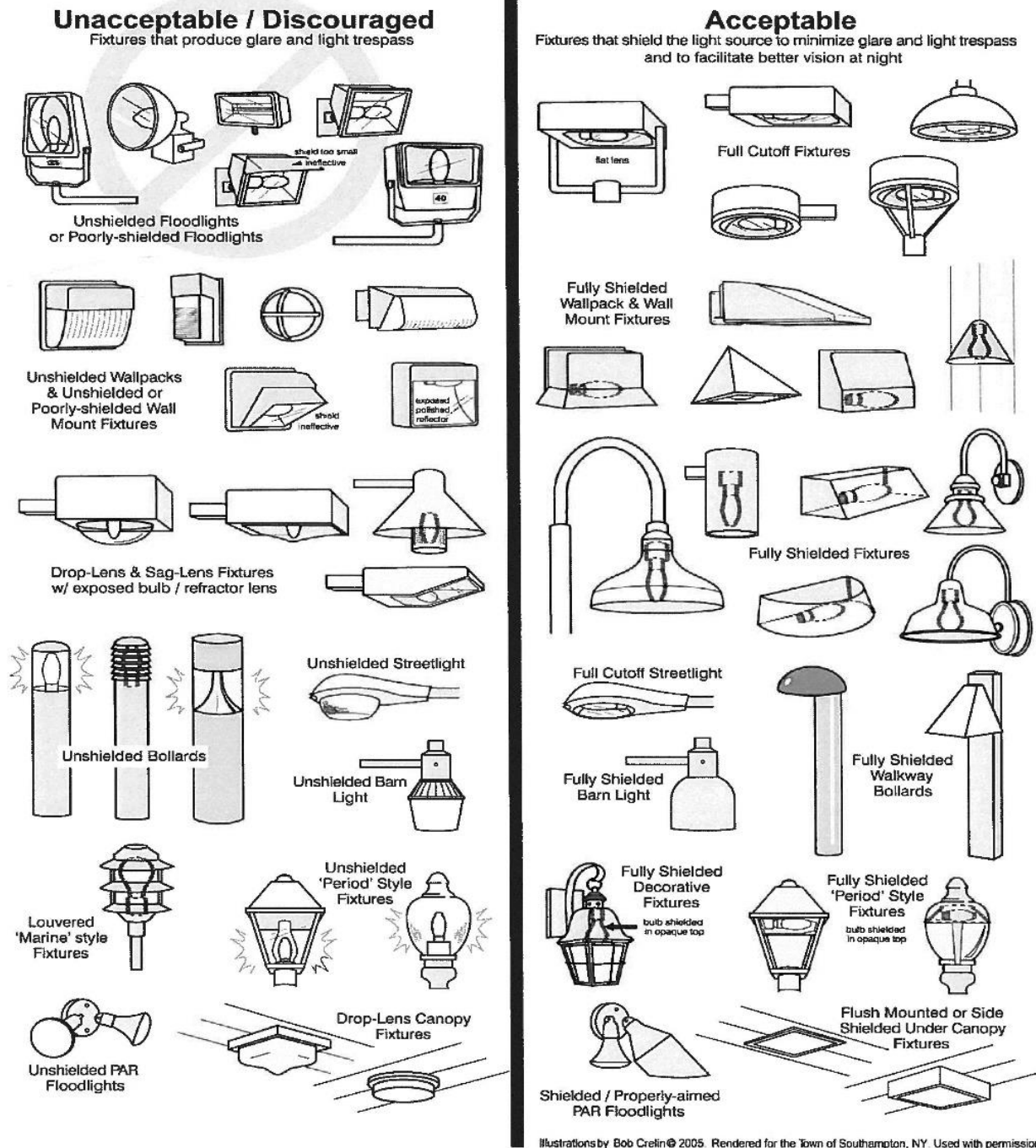
Fully Shielded Fixture means an outdoor light fixture constructed and mounted so that the installed fixture emits no light above the horizontal plane. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0). Fully shielded light fixtures must be shielded in and of themselves, as shown in **Figure 1C**. Surrounding structures, like canopies, are not to be considered when determining if the fixture is fully shielded. Fully shielded fixtures must be appropriately mounted so that the shielding prevents light from escaping above the horizontal and all light is directed downward.

**Figure 1C: Examples of Fully Shielded Light Fixtures**



## EXHIBIT E1 (continued)

Figure 1D: Examples of Acceptable / Unacceptable Lighting Fixtures



Glare means the visual sensation caused by excessive brightness and which causes annoyance, discomfort, or a disability loss in visual performance or visibility.

Internally Illuminated as it relates to signs, means any sign which has a light source entirely enclosed within the sign and not directly visible to the eye.

### EXHIBIT E1 (continued)

Light Pollution means any adverse effect of manmade light. Often used to denote "sky glow" from developed areas, but also includes glare, light trespass, visual clutter and other adverse effects of lighting.

Light Source means the part of a lighting fixture that produces light, e.g. the bulb, lamp, or chips on board.

Light Trespass means any light that falls beyond the legal boundaries of the property it is intended to illuminate. **Figure 1E** provides an example of light trespass.

**Figure 1E: Example of Light Trespass and Light Where Needed**



Lumen means a unit of luminous flux equal to the light emitted by a uniform point source of one candle intensity. Lumens refers to the amount of light emitted by a bulb (more lumens equals brighter light). The relationships of lumens to bulb types and wattage are shown in **Figure 1F**.

**Figure 1F: Relationships Between Bulb Types, Wattages and Lumen Levels**

Brightness in Lumens	220+	400+	700+	900+	1300+
Standard	25W	40W	60W	75W	100W
Halogen	18W	28W	42W	53W	70W
CFL	6W	9W	12W	15W	20W
LED	4W	6W	10W	13W	18W

**EXHIBIT E1** (continued)

Luminaire means the same as “fixture.”

Manufacturer's Catalog Cuts means a publication or other printed material of a bulb or lighting manufacturer offering visual and technical information about a lighting fixture or bulb.

Developed Acre means the proportionate amount of 43,560 square feet of land that is converted from raw, undeveloped land into land associated with the permitted principal and accessory uses occurring on a parcel. This includes building footprints, private roads, parking lot surface areas, designated recreational areas, walking paths, stormwater detention and retention facilities, and other lands clearly related to the permitted uses on a parcel. Present and future public rights-of-way, lands with natural slopes greater than 30 percent, jurisdictional wetlands, lands in the 100 year floodplain, public drinking water supply water sources (recharge areas for the aquifer in the Glen Canyon Formation), lands affected by immitigable geo-hazards, riparian habitats, archeological sites, and required open space shall not be included in the calculation of developed acreage.

Outdoor Light Fixture means a complete lighting unit consisting of a lamp(s) and ballast(s) (when applicable), together with the parts designed to distribute the light, to position and protect the lamps, and to connect the lamps to the power supply. Also known as a luminaire, or simply as a fixture.

Partially Shielded Light Fixture means an outdoor light fixture constructed and mounted so that the installed fixture emits most of its light above the horizontal plane as shown in **Figure 1G**. Where a light manufacturer provides a BUG rating, the uplight (U) and backlight (B) ratings are greater than zero (0). Light emitted at or above the horizontal plane (sideways or upwards) shall arise solely from incidental decorative elements or strongly colored or diffusing materials such as colored glass or plastic. Fixtures using spot or flood lamps are considered partially shielded if the lamps are aimed no higher than 45 degrees above the vertical plane beneath the fixture.

Recreational Lighting means lighting used to illuminate sports fields, ball courts, playgrounds, or similar outdoor recreational facilities.

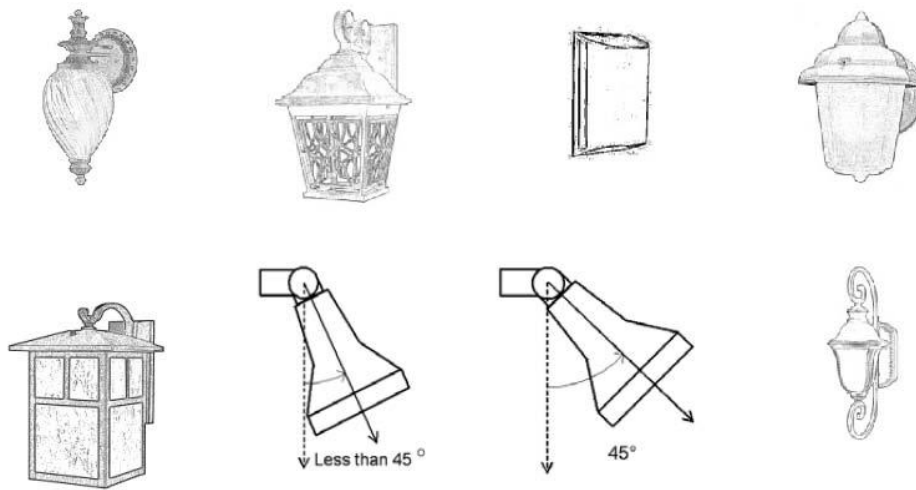
Skyglow means the brightening of the nighttime sky resulting from the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Skyglow is caused by light directed or reflected upwards or sideways and reduces one’s ability to view the nighttime sky.

Spotlight means a fixture or bulb designed to light a small area very brightly. See definition of Floodlight.

Total means the sum of shielded and unshielded light.

**EXHIBIT E1 (continued)**

**Figure 1G: Examples of Partially Shielded Lighting Fixtures**

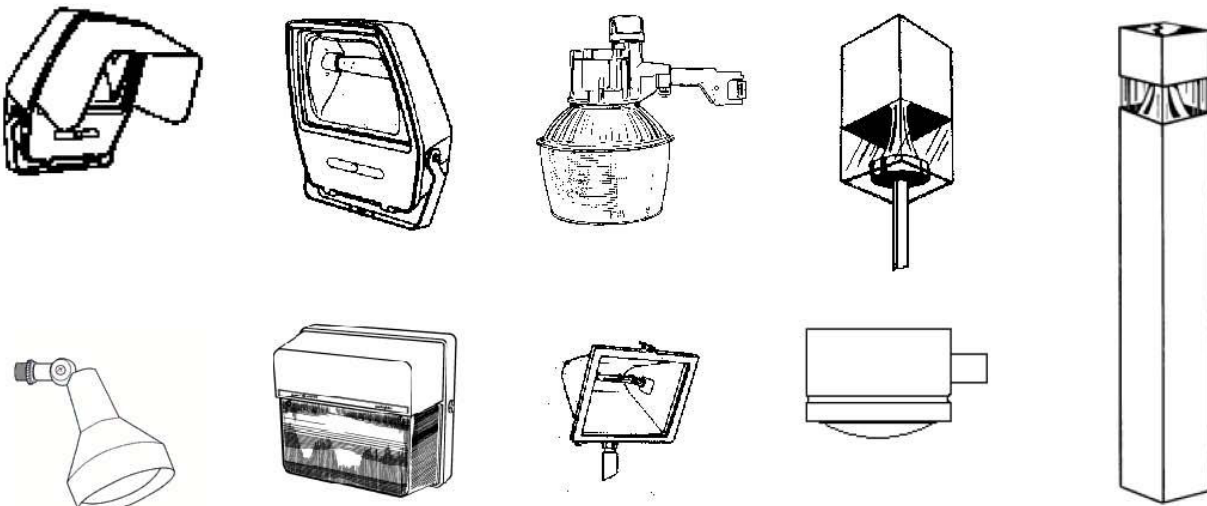


Total outdoor light output means the total amount of light measured in lumens from all bulbs installed in outdoor lighting fixtures. For bulb types that vary in light output as they age (such as fluorescent and high intensity discharge (HID) bulbs), the initial lumen output as defined by the manufacturer shall be the lumen value used.

Tower means any monopole, antenna, or the like that exceeds eighteen feet (18') in height.

Unshielded Fixture means a fixture that has no shielding at all that would otherwise specifically prevent light emission above the horizontal and is shown in **Exhibit 1H**.

**Figure 1H: Examples of Unshielded Light Fixtures**



Uplight means all the light emanating above the horizontal plane of a luminaire.



**EXHIBIT E1** (continued)

**4. Fully Shielded Fixture Requirements**

- A. Unless specifically exempted by this section, all outdoor lighting shall use fully shielded fixtures and shall be installed so light is directed downward with no light emitted above the horizontal plane of the fixture. Where a light manufacturer provides a BUG rating, the uplight rating (U) must equal zero (0).
- B. In order to qualify as a "fully shielded" fixture, a light fixture must have the top and sides made of completely opaque material such that light only escapes through the bottom of the fixture. Fixtures with translucent or transparent sides, or sides with perforations or slits, do not qualify as fully shielded. Any glass or diffuser on the bottom of the fixture must be flush with the fixture (no drop lenses). Merely placing a light fixture under an eave, canopy, patio cover, or other similar cover does not qualify as fully shielded.
- C. Fixtures must not be placed at a location, angle, or height that directs illumination outside the property boundaries where the light fixtures are located.
- D. Notwithstanding the exemptions in subsection E below, all residential and commercial luminaires shall be fully shielded within twenty-five (25) feet of adjacent residential property lines.
- E. Exemptions to Fully Shielded Fixture Requirements:
  - 1. All lights exempted by this section shall be included in the calculation for total light output.
  - 2. Fixtures having a total light output less than one thousand (1,000) lumens are exempted from the fully shielded requirement provided the following criteria are met:
    - a. The fixture has a top that is completely opaque such that no light is directed upwards.
    - b. The fixture has sides that completely cover the light source and are made of opaque or semi-opaque material. Fixtures with opaque sides may have incidental decorative perforations that emit small amounts of light. Semi-opaque material such as dark tinted glass or translucent plastic may be used if the light source is not discernable behind the material. Completely transparent materials, such as clear or lightly tinted colored glass, are not allowed.
    - c. The light source must not be visible from any point outside the property on which the fixture is located.
  - 3. Spotlights controlled by motion sensors having a light output less than one thousand (1,000) lumens per lamp are exempted from the fully shielded requirement provided:
    - a. The fixture is a spotlight or other type of directed light that shall be directed straight down; and

**EXHIBIT E1** (continued)

- b. The fixture must not be placed in such a manner that results in illumination being directed outside the property boundaries where the light fixtures are located.
- c. Lights controlled by motion sensors shall not be triggered by movement or activity located off the property on which the light is located.
- 4. Pathway lights less than eighteen inches (18") in height are exempted from the fully shielded fixture requirement, if the total light output from each pathway light is less than three hundred (300) lumens.
- 5. Temporary exterior lighting intended as holiday or seasonal decorations displayed between November 15 and the following January 15, provided that individual lamps do not exceed 70 lumens and neither cause light trespass nor interfere with the reasonable use and enjoyment of any other property.
- 6. Traffic control signals and devices.
- 7. Temporary emergency lighting in use by law enforcement or government agencies or at their direction.
- 8. The lighting of federal or state flags, provided that the light is a top-down and narrow beam aimed and shielded to illuminate only the flag.

5. Total Light Output

- A. *Commercial*. Total outdoor light output shall not exceed fifty thousand (50,000) lumens per developed acre. Streetlights used for illumination of public rights-of-way are excluded from this calculation. Commercial developments shall be permitted a minimum of 5,000 lumens of lighting regardless of parcel size.
  - 1. In non-residential zone districts, partially and unshielded lighting on a property shall not exceed 5,000 lumens per developed acre, and shall be included in the total outdoor light output calculation.
- B. *Residential*. Total outdoor light output shall not exceed ten thousand (10,000) lumens of lighting for parcels one-half (acre), or larger, in size. Parcels smaller than one-half (1/2) acre shall be permitted five thousand (5,000) lumens of lighting regardless of parcel size. Total outdoor light output of any multifamily residential development including five (5) or more separate lots or units shall not exceed twenty thousand (20,000) lumens of lighting per developed acre.
  - 1. In residential zones, partially and unshielded lighting on a property shall not exceed 1,000 lumens per lot, and shall be included in the total outdoor light output calculation.
  - 2. Residential units used for overnight accommodations or other commercial uses shall comply with the residential standards for total light output.

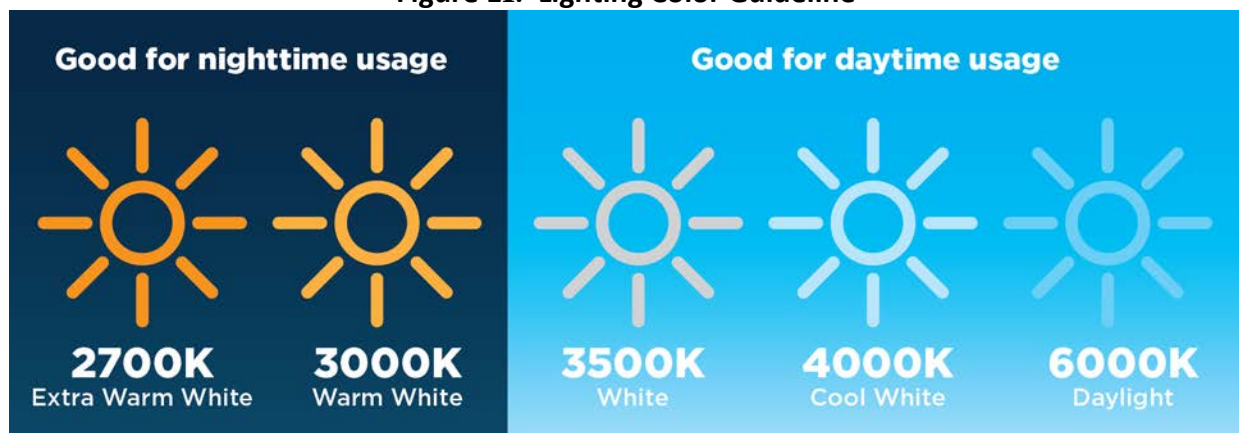
**EXHIBIT E1** (continued)

6. Lighting Hours

- A. Commercial establishments shall turn off all outdoor lighting, except that listed below, by twelve o'clock (12:00) midnight:
  - a. Businesses open to the public after twelve o'clock (12:00) midnight may leave all outdoor lighting on until one hour after the close of business.
  - b. Lighting to illuminate the entrance to the commercial establishments.
  - c. Parking lot and pathway lighting required for the safety of guests or customers.
- B. Recreational lighting (residential and commercial) shall be turned off by ten o'clock (10:00) P.M. except to conclude a specific sporting event that is underway.

7. Lighting Color: All exterior lighting shall utilize light sources with correlated color temperature not to exceed 3,000 Kelvin (K). The concept of color lighting is shown in **Figure 1I**.

**Figure 1I: Lighting Color Guideline**



8. Specialized Outdoor Lighting Conditions and Standards

- A. Gas station canopies may be illuminated provided all light fixtures are mounted on the undersurface of the canopy and all light fixtures are fully shielded. Merely placing the fixtures on the underside of the canopy does not qualify as fully shielding the light fixture.
- B. Roadway and street lights are prohibited unless recommended by the San Juan County engineer or required by UDOT to provide for the safety of the public. When deemed necessary, streetlights shall utilize lamp types that are fully shielded luminaires that minimize sky glow, light trespass, and other unintended impacts of artificial lighting. All streetlights shall utilize the lowest illuminance levels acceptable to the San Juan County engineer and UDOT.
- C. Parking lots may not utilize spot or flood lighting whether mounted on a post or exterior building wall. The overall height of any light post used to illuminate parking lots in commercial zones shall not exceed twenty-five (25'). All post mounted parking lot lights

**EXHIBIT E1** (continued)

shall be set back from property lines a distance equal to two and one-half (2.5) times the height of the pole unless an internal or external shield prevents the fixture being visible from outside the property boundaries. The overall height of any light post used to illuminate parking lots in residential zones shall not exceed twenty-five feet (25'). All parking lot lighting shall use fully shielded downward directed fixtures. Internal or external shields shall prevent the fixture being visible from outside the parking lots.

- D. Outdoor recreation areas or athletic fields at publicly owned facilities may use illumination to light the surface of play and viewing stands and for the safety of the public. The following standards shall apply to outdoor recreation area or athletic field lighting:
  - 1. The recreational lighting does not exceed illuminance levels for class IV sports lighting set by the Illuminating Engineering Society of North America.
  - 2. The recreational lighting provides illuminance for the surface of play and viewing stands, and not for any other areas or applications.
  - 3. Off-site impacts of the lighting will be limited to the greatest practical extent possible
  - 4. The lighting for areas or applications outside the surface of play and viewing stands shall conform to all provisions in this chapter.
  - 5. The recreational or athletic facility shall extinguish lighting exempted by this section no later than 11:00pm or one hour after the end of play, whichever is earlier.
  - 6. The recreational lighting shall have timers that automatically extinguish lighting to ensure lights are not left on after the curfew or when the facilities are not in use.
- E. Outdoor amphitheatres may use illumination to light the performance area of the amphitheater and for the safety of the public. The following standards apply to all amphitheater lighting:
  - a. Lighting used to illuminate the performance area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.
  - b. Lighting used to illuminate the performance area may only be turned on during performances or rehearsals.
  - c. Lighting used to illuminate the seating areas, pathways, and other areas of the amphitheater must meet all standards of this chapter.
- F. Special events may use illumination to light the event area and for the safety of the public. The following standards apply to all amphitheater lighting:
  - a. Lighting used to illuminate the event area must be either directed spotlighting or fully shielded lighting. If directed spotlighting, the light source must be located and designed such that it is not visible beyond the property boundaries.

**EXHIBIT E1** (continued)

- b. Lighting used to illuminate the event area may only be turned on during the hours event activities are open to the public or paying guests.
  - c. Lighting used to illuminate the seating areas, pathways, and other areas of the event must meet all standards of this chapter.
- G. All illuminated signs shall comply with these standards.

9. Application and Review Procedures

- A. Lighting Plan: All sign permit applications, subdivision applications, site plan applications, building permit applications, and other development review applications within any zone district shall include a lighting plan that shows evidence that the proposed lighting fixtures and light sources comply with this code. Lighting plans shall include the following:
  - 1. Plans or drawings indicating the proposed location of lighting fixtures, height of lighting fixtures on the premises, and type of illumination devices, lamps, supports, shielding and reflectors used and installation and electrical details.
  - 2. Illustrations, such as contained in a manufacturer's catalog cuts, of all proposed lighting fixtures. For commercial uses, photometric diagrams of proposed lighting fixtures are also required. In the event photometric diagrams are not available, the applicant must provide sufficient information regarding the light fixture, bulb wattage, and shielding mechanisms for the planning commission to be able to determine compliance with the provisions of this chapter.
  - 3. A table showing the total amount of proposed exterior lights, by fixture type, wattage, lumens, and lamp type.
- B. Approval Procedure:
  - 1. The lighting plan for all new development shall be submitted for approval concurrent with the associated application process.
  - 2. A certificate of occupancy shall not be issued until such time as the property is subject to a post installation nighttime inspection by the Planning and Zoning Administrator.

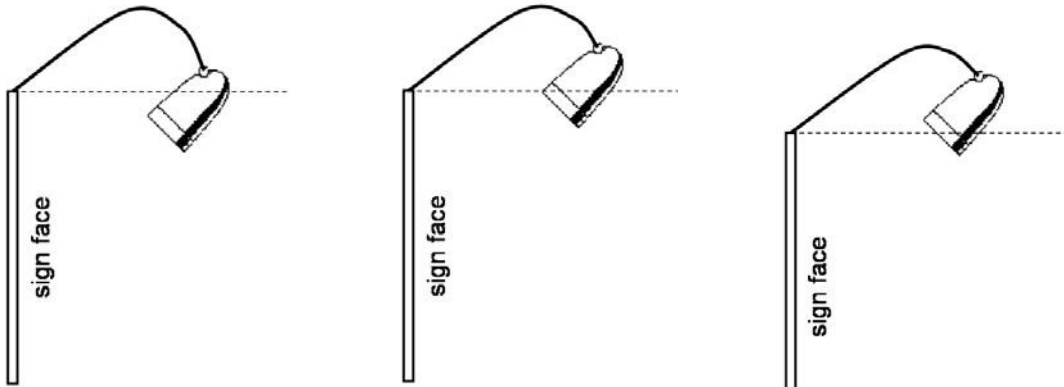
**Section 2 –Signs Illumination**

- 1. Signs may be unlighted, lighted externally, lighted internally, or backlit. All sign lighting must be designed, directed, and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated, as shown in **Figure 2A**. All lighted signs must have stationary and constant lighting. All sign lighting is included in the calculation of total light output for a property.
- A. Standards for Externally Illuminated Signs:

**EXHIBIT E1** (continued)

1. Lighting for externally illuminated signs must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads or properties or into the night sky.
2. Lighting for externally illuminated signs must be mounted at the top of the sign (or within 2 feet of the top of a wall mounted sign), except for freestanding monument style signs which may be illuminated by ground mounted lighting.
3. Lighting shall consist of no more than four (4) individual fixtures (or lamps) per sign face and produce a maximum of 40,000 lumens per fixture.
4. All sign lighting shall be included in the calculation of total light output.

**Figure 2A: Permitted and Prohibited External Sign Lighting Configurations**

<u>Allowed</u> Fully shielded lighting that prevents light from emanating above the horizontal plane of the sign's top.		<u>Not Allowed</u>
		
Fully Shielded	Fully Shielded	Unshielded

**B. Standards for Internally Illuminated Signs:**

1. Only sign text areas and logos may be illuminated on an internally illuminated sign.
2. Internally illuminated signs shall use semi-opaque materials for sign text and logos such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign text and logos. Non-text portions of the sign (e.g., background and graphics other than the logo) shall be made of completely opaque material.

**C. Standards for Backlit Signs:**

1. The light source shall not be visible.
2. Backlit signs shall only allow indirect illumination to emanate from the sign. For example, signs that create a "halo" effect around sign copy are allowed.

**EXHIBIT E1** (continued)

D. Standards for Illuminated Window Signs

1. Businesses may display a maximum of two (2) illuminated window signs positioned to be primarily visible outside the business structure.
2. Illuminated window signs shall not exceed four (4) square feet in area.
3. Illuminated window signs shall not be illuminated when the business is closed.



## EXHIBIT E2

### Signs and Displays Guideline

#### **SIGNS AND DISPLAYS GUIDELINE**

1. **Objective:** Guidelines for signs and displays in the Project through standards that:
  - A. Regulate advertising to eliminate potential hazards to motorists and pedestrians,
  - B. Encourage signs which, by their good design, are integrated with and harmonious to the buildings and sites which they occupy,
  - C. Encourage sign legibility by eliminating excessive and confusing sign displays to reduce driver inattention,
  - D. Preserve and improve the appearance of the Project as a place in which to live and to work by creating an attraction to nonresidents to come to visit or trade,
  - E. Allow each individual business to clearly identify itself and the goods and services which it offers, and
  - F. Safeguard and enhance property values, and protect public and private investment in buildings and open space.

The sign requirements contained herein are the maximum allowable for the purpose set forth.

2. **Definitions:** For the purpose of this Guideline, the following words and terms shall have the meanings assigned to them in this section:

**Alterations:** As applied to a sign, means change or rearrangement in the structural part of its design, whether by extending on a side, increasing in area, width or height, or moving from one location or position to another.

**Awning:** A roofed structure constructed of fabric or metal placed so as to extend outward from the building providing a protective shield for doors, windows and other openings with supports extending back to the building, supported entirely by the building.

**Building, Front Line of:** The line of that face of the building or structure nearest the front line of the lot. This face includes sun parlors, bay windows, covered and/or uncovered porches, whether enclosed or unenclosed, but does not include uncovered steps less than four feet (4') above grade and eaves overhanging less than two feet (2').

**Building Line:** A vertical surface intersecting the ground along a line at which the front of the building occupies the lot on which it is constructed.

**Electronic Message Sign (EMS):** Any sign, or portion thereof, that displays electronic images, graphics or pictures, with or without textual information. Such a sign has the capability of being changed or altered by electronic means on a fixed display screen

## **EXHIBIT E2 (continued)**

composed of a series of lights, including light emitting diodes (LEDs), fiber optics, plasma displays, light bulbs, or other illumination devices within the display area where the message is displayed. EMS includes computer programmable, microprocessor controlled electronic or digital displays.

Electronic Message Sign View Area: The view area for any EMS shall be measured as follows: beginning from the outside edge of the sign face, measure one hundred fifty feet (150') to each side, then measure at a ninety degree (90°) angle three hundred feet (300') in the direction that the sign is facing, and ninety degree (90°) angle until the two (2) lines intersect.

Face of Sign: The entire area of a sign upon, against or through which any copy, electronic images, graphics or pictures, with or without textual information is placed.

Lot, Corner: A lot abutting on two (2) intersecting or intercepting streets, where the interior angle of intersection or interception does not exceed one hundred thirty-five degrees (135°).

Marquee: A sign designed and constructed for the purpose of changing the message regularly by movable letters or electric means.

Monument Sign: A sign whose base is approximately seventy-five percent (75%) of the width of the sign and is permanently set on the ground and has an opaque pedestal as part of the sign foundation which conceals any pole support. Upon approval of the Project manager, and where pole supports are not visible, the opaque pedestal may be omitted.

Point of the Beginning or Ending of Pavement Widening: Ending of pavement widening is that point when the pavement of a highway acceleration or entrance lane fully narrows to the normal width of the main travel lanes. Beginning of pavement widening is that point when the pavement of a highway deceleration or exit lane begins to widen from the normal width of the main travel lanes.

Project Enforcement Officer: The appropriate official(s) employed by the Project are authorized to enforce this sign Guideline in the Project area.

Residential Development: A project developed by the owner by subdividing the land and building residential homes that has been approved by the County through the plat process and the subdivision recorded with the County recorder's office. All phases of the project shall be considered one (1) residential development. A residential development does not include lots sold by the developer to someone else to build the home. The term is to apply to the project as a whole and not to specific individual lots or residences. Multifamily unit developments which have been approved by the County but may not require the recording of a plat are also considered residential developments.

Sign: Means and includes every advertising message, announcement, declaration, demonstration, display, illustration, insignia, surface, object, device, medium, conveyance or space erected or maintained in view of the observer thereof for

**EXHIBIT E2** (continued)

identification, advertisement or promotion of the interests of any person, entity, product or service. The definition of “sign” shall also include the sign structure, supports, lighting system and any attachments, ornaments or other features used to draw the attention of observers. This does not include any flag, badge or ensign of any government or governmental agency erected for and used to identify said government or governmental agency.

Sign, A-Frame: A temporary and/or movable sign constructed with two (2) sides attached at the top so as to allow the sign to stand in an upright position.

Sign, Animated: A sign which involves motion or rotation of any part by mechanical or artificial means or displays flashing or intermittent lights, time, temperature, prices, and electronic type message center.

Sign Area: The area of a sign that is used for display purposes, excluding the minimum frame and supports. In computing sign area, only one side of a back to back or double faced sign covering the same subject shall be computed when the signs are parallel or diverge from a common edge by an angle of not more than forty-five degrees (45°). In relation to signs that do not have a frame or separate background, sign area shall be computed on the basis of the least rectangle, triangle or circle large enough to frame the display.

Sign, Electronic Display Screen: Any sign or portion of a sign that displays an electronic image or video, which may or may not include text. This definition includes television screens, plasma screens, digital screens, flat screens, LED screens, video boards, and holographic displays.

Sign, Electronic Message Center: Any sign or portion of a sign that uses changing lights to form a sign message or messages in text form wherein the sequence of messages and the rate of change is electronically programmed.

Sign, For Sale: A temporary sign placed on a lot offering that specific property for sale, lease or rent, and limited to twelve (12) square feet in sign area. The on-premises sign may advertise a model home or open house.

Sign, Freestanding: A sign supported by a fixed permanent frame or support in the ground.

Sign, Illuminated: A sign which has characters, letters, figures, designs or outlines illuminated by electric lights or luminous tubes as a part of the sign proper.

Sign, Lighted: A sign made legible in the absence of daylight by devices which reflect or project light upon it.

Sign, Low Profile: On premises or identification signs having a maximum height of six feet (6'), incorporated into some form of landscape design scheme or planter box.

Sign, Off Premises: An advertising sign which directs attention to a use, product,

**EXHIBIT E2** (continued)

commodity or service not related to the premises.

Sign, Projecting: A sign attached to a building or other structure and extending in whole or in part more than twenty four inches (24") beyond any wall of the building or structure.

Sign, Property: A sign related to the property upon which it is located and offering such property for sale or lease, or advertising contemplated improvements, or announcing the name of the builder, owner, designer or developer of the project, or warning against trespassing.

Sign, Roof: A sign erected partly or wholly on or over the roof of a building, including ground supported signs that rest on or overlap a roof twelve inches (12") or more.

3. Application of Regulations and Enforcement:

- A. *Compliance Required*: Except as provided in this sign Guideline, no sign shall be erected, raised, moved, extended, enlarged or altered, or have the text of the sign changed, except in conformity with the regulations herein specified for the zone in which it is located.
- B. *Construction Standards*: All signs hereinafter erected in the Project shall comply with current standards of the national electrical code, all provisions of this sign Guideline and other applicable ordinances of the County. All component parts shall be equal to Underwriters Laboratories labeled products.
- C. *Enforcement*: The Project Enforcement Officer shall be vested with the duty of enforcing the Project Guidelines and in performance of such duty, s/he shall be empowered and directed to:
  - 1. *Issue Permits*: Issue permits to construct, alter or repair signs which conform to the provisions of this chapter.
  - 2. *Determine Conformance*: Ascertain that all signs, construction and all reconstruction or modification of existing signs are built or constructed in conformance to the Project Guidelines.
  - 3. *Issue Citations And Complaints*: Issue citations and/or complaints against violators of this sign Guideline.
- D. *Inspections*: The Project Enforcement Officer shall make an initial inspection upon the completion of construction, erection, re-erection or remodeling of any sign for which a permit has been issued and an inspection request is made.
- E. *Sign Classification*: Every sign erected or proposed to be erected within the Project shall be classified by the Project Enforcement Officer in accordance with the definitions of signs contained in this sign Guideline. Any sign which does not clearly fall within one of the classifications shall be designated to the classification that it most nearly approximates in the opinion of the Project Enforcement Officer in view of its design, location and purpose.
- F. *Legal Action*: The Project Enforcement Officer shall be empowered to institute

**EXHIBIT E2** (continued)

appropriate action or proceedings in any case where any sign is erected, constructed, altered, repaired, converted or maintained, or in any case where any sign is used in violation of any Project Guideline to accomplish the following purpose: 1) to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use; and 2) to restrain, correct or abate such violation.

1. *Issue Notice Of Violation:* The Project Enforcement Officer will cause a notice of violation to be issued to the person having charge or control or benefit of any sign found by him/her to be unsafe or dangerous or in violation of the Project Guidelines.
2. *Abate And Remove Unsafe Or Dangerous Sign:* If an unsafe or dangerous sign is not repaired or made safe within five (5) working days after giving said notice, the Project Enforcement Officer shall have the right to at once abate and remove said sign, and the person having charge, control or benefit of any such sign, shall reimburse the Project, within thirty (30) calendar days after written notice is mailed to such person, the costs incurred in such removal.
3. *Abate And Remove Illegal Sign:* If an illegal sign is not made conforming within thirty (30) calendar days after giving said notice, the Project Enforcement Officer shall have the right to at once abate and remove said sign, and the owner or person having charge, control or benefit of any such sign, shall reimburse the Project, within thirty (30) calendar days after written notice is mailed to such person, the costs incurred in such removal.
4. *Immediate Removal Authorized:* In the case of an unsafe or illegal sign that is either an immediate hazard or whose primary purpose will have been served, at least in part, before the expiration of the notice period required herein, the Project Enforcement Officer may effect an immediate removal without notice, subject to a subsequent right of hearing by the person receiving benefits therefrom.
5. *Notice Of Nonmaintained Abandoned Sign:* The Project Enforcement Officer shall require each nonmaintained or abandoned sign to be removed from the building or premises when such sign has not been repaired or put into use by the owner, person having control or person receiving benefits of such structure within thirty (30) calendar days after notice of nonmaintenance or abandonment is given to the owner, person having control or person receiving benefit of such structure.
6. *Notification:* Notification by the Project to persons having charge or control or benefit of any sign found by the Project Enforcement Officer to be unsafe or dangerous or in violation of the sign Guideline and where the Project is contemplating removal of said sign, shall be accomplished by the Project utilizing written notice sent according to the Project Enforcement guideline.
7. *Penalty as Alternative:* The Project Enforcement Officer shall have discretionary right to enforce removal or alteration of an unsafe or illegal sign by applying the penalty as provided by this sign Guideline as an alternative to the abatement procedures as

**EXHIBIT E2** (continued)

provided.

- G. *Right Of Appeal; Sign Review Board:* Any person who has been ordered by the Project Enforcement Officer to alter or remove any sign, or any person whose application for a sign permit has been refused, may appeal to the sign review board by serving a written notice to the Project within ten (10) days of the order of the Project Enforcement Officer. Such notice shall be considered by the sign review board at its next regularly scheduled meeting. Upon filing of said notice of appeal, the Project Enforcement Officer shall take no further action with regard to the removal of the sign involved until the final decision of the sign review board on the appeal is known, unless the Project Enforcement Officer finds that the sign involved, by reason of its condition, presents an immediate and serious danger to the public, or comes within the provisions of subsection 3.F.4 of this section, in which case s/he shall proceed immediately as provided herein.
- H. *Plats:* All applications for sign permits shall be accompanied by a plat consisting of a plat plan and elevation drawing. The plat shall be in duplicate on a minimum eight and one-half inch by eleven inch (8 1/2" x 11") paper. The plat information shall be drawn and dimensioned with sufficient information so that the Project Enforcement Officer can determine whether the proposed sign will conform with the provisions of this sign Guideline.
  - 1. *Plot Plan Requirements:* Specifically, the plat shall show the size of the sign and its location relationship to the following features of the site:
    - a. Property lines,
    - b. Existing and proposed buildings or other structures,
    - c. Control curbs, and
    - d. Parking areas.
  - 2. *Elevation Drawing Requirements:* Specifically, the elevation drawing shall show the following information:
    - a. Type of sign,
    - b. Sign display,
    - c. Sign height, and
    - d. Sign area.
- I. *Sign Permit Required:* It shall be unlawful for any person, whether acting as owner, occupant or contractor, or otherwise, to erect, construct, reconstruct, enlarge, locate or alter any sign within the Project without first obtaining a sign permit from the Project unless exempted from this requirement in this chapter.
- J. *Fee Schedule:* A fee as established by the Project shall be paid to the Project for each sign permit issued under this sign Guideline. The fee will cover the cost of issuance, including

**EXHIBIT E2** (continued)

the inspection tag.

4. Specific Regulations for Zones: No person shall install or maintain any sign in the Project in the following zones except as herein provided. Signs not allowed in the following subsections of this sign Guideline are specifically prohibited:

A. **Residential Zones**: The following provisions regulate signs in residential zones:

1. *Low Profile Signs*: Two (2) permanent low profile identification signs which state the official name of the residential development will be allowed in residential zoning districts for residential developments; provided, that these signs conform to the following regulations:
  - a. Shall be located at the entrance of the residential development and be a minimum of ten feet (10') from front property lines.
  - b. Shall be incorporated into a landscape design scheme or planter box.
  - c. Shall be limited to a maximum of four feet (4') in height from finished grade.
  - d. Shall be limited to sixteen (16) square feet in area for each sign.
  - e. Shall be limited to only two (2) signs per subdivision.
  - f. Shall contain no animation.
  - g. May be illuminated but the source of illumination shall not be visible and the illumination shall be directed downward.
  - h. The Project Enforcement Officer, or his/her designee, may approve signs attached to an entry wall or similar feature, which vary from provisions of subsections 4.A.1.a through 4.A.1.d of this section.
2. *Promotional Signs For Residential Developments*: Promotional signs shall be allowed for residential developments to promote, market and advertise the entire development offering the property for sale and providing pertinent sales information to the public as provided in this subsection 4.A.2. Promotional signs are not allowed for the sale of individual lots, homes, or a portion of the development.
  - a. Signs shall not exceed twelve feet (12') in height and must be located within the boundaries of the development a minimum of ten feet (10') from a street curb, shall not project into or be installed on any public right-of-way and shall not be located within required intersection clear view zones. The signs permitted hereunder shall be temporary and shall be removed when all original lots have been sold.
  - b. Residential developments with less than ten (10) dwelling units may have up to two (2) signs offering the project for sale or inspection by the public and the total cumulative sign area for both signs shall not exceed forty-eight (48) square feet.

**EXHIBIT E2** (continued)

Any one sign may not exceed thirty-two (32) square feet in area.

- c. Residential developments with more than ten (10) dwelling units may have up to three (3) signs offering the property for sale or inspection by the public and the total cumulative sign area for all signs shall not exceed one hundred twenty-eight (128) square feet. Maximum sign area shall be calculated at forty-eight (48) square feet for the first ten (10) units and an additional two (2) square feet of sign area per unit over ten (10) units. Any one sign may not exceed sixty-four (64) square feet in area.
  - d. One flat wall or fence sign (banner) per residential development may also be used provided they do not exceed the square footage criteria and quantity described in this subsection. Flat wall signs shall not exceed forty (40) square feet (4 feet x 10 feet) and must be attached flush against the wall to which they are attached.
  - e. One sign permitted in subsection 4.A.2.b of this section may be placed on other land belonging to the same owner, providing such other land is directly contiguous to the subdivision or planned development being advertised, and both properties involved are approved phases of the same overall development. Any sign permitted by subsection A2b of this section may be illuminated or may be lighted if the source of lighting is not visible and the lighting shall face downward. Animated illumination or lighting shall not be employed.
  - f. Action flags are permitted subject to the following provisions:
    - i. Action flags are permitted in new developments only. Once all original lots have been sold the flags must be removed immediately.
    - ii. Action flags shall not exceed twenty feet (20') in overall height.
    - iii. Action flags shall not exceed fifteen (15) square feet in size.
    - iv. Four (4) flags may be placed along the street at each project automobile entrance and two (2) flags at the sales office or model homes.
    - v. Action flags may be printed with the project or company name and logo.
    - vi. Action flags shall be kept in good condition and must be replaced when worn or tattered.
3. *Property Signs; For Sale, Lease, Or Rent:* One temporary on premises sign identifying the lot or offering the premises for sale, lease, rent, or inspection by the public is permitted and shall not exceed twelve (12) square feet in size. Such sign may be double faced or may be a movable freestanding sign, and includes advertising for a model home or an open house at the premises.
4. *Property Signs; New Construction:*
- a. No more than one on-site sign offering the premises for sale, lease or inspection



**EXHIBIT E2** (continued)

by the public shall be permitted. Sale signs may also be modified to indicate that the property has been sold; provided, that the total for any one sign does not exceed six (6) square feet per face. Such sign may be double faced.

- b. A project construction sign or “built by” or “marketed by” property sign with an aggregate total of up to twenty-four (24) square feet may be allowed. Such sign may be double faced.
- 5. *Nameplates*: One lighted or unlighted nameplate identifying the name of the occupant of the premises not to exceed a maximum area of two (2) square feet.
- 6. *Planned Developments*: For planned developments containing more than two hundred (200) dwelling units, the planning commission may approve an overall sign scheme for the development which provides for larger or more numerous signs than would otherwise be permitted under this chapter.
- 7. *Landmark Sites, Approved Conditional Uses*: Landmark sites and approved conditional uses in a residential zone may have one attached or freestanding sign of up to twenty-four (24) square feet in size with a height limit of six feet (6') and located entirely on private property.
- B. ***Commercial And Industrial Zones***: The following provisions regulate signs in commercial and industrial zones within Flex Development Areas, and, Highway Commercial Areas and neighborhood commercial within Central Development Areas:
  - 1. *Freestanding Signs*: Freestanding signs are permitted subject to the following provisions:
    - a. *Number*: Each parcel of property or commercial complex may have one freestanding sign. One additional freestanding sign is permitted if the property or complex has more than three hundred feet (300') of frontage on a dedicated public street. Where two (2) or more freestanding signs are constructed, they shall be separated by at least one hundred feet (100'). The second pole sign shall not be higher than seventy percent (70%) of the allowed height of the first sign. A third freestanding sign is allowed for properties with more than six hundred feet (600') of frontage on a dedicated street. The fourth freestanding sign, or additional freestanding signs, must be approved by the sign review board.
    - b. *Location*: Freestanding and projecting signs shall not project into or over any public street right-of-way, except that within the downtown district projecting signs may project a maximum of four feet (4') from the building provided such projecting sign has a minimum ground clearance of ten feet (10') over any sidewalk or street right-of-way. Also, awning signs within the downtown district may project over the street right-of-way provided there is a minimum ground clearance of eight feet (8').
    - c. *Height*: Freestanding signs shall not exceed the following heights:

**EXHIBIT E2** (continued)

- i. Signs located on the following designated highways and major commercial street corridors shall not exceed thirty feet (30') in height. The following are determined to be major commercial streets:

- US-191 between Sunny Acres Lane and Lasal Loop Connection Road.
- Spanish Valley Drive between Allen Street and Lasal Loop Connection Road.
- Old Airport Road.
- Flat Pass Road.
- Lasal Loop Connection Road.

When a street has seventy percent (70%) or more of its frontage zoned for commercial use, the Project shall consider designating such street as a “major commercial street.”

- ii. The height of signs located on all other streets not designated major commercial as noted above, shall not exceed ten feet (10') from the adjacent natural grade, except that signs adjacent to buildings greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height. Where the natural grade at the sign location is below the curb elevation, the height may be measured from the curb height, provided the overall sign height is not increased by more than five feet (5'), and the sign is within thirty feet (30') of the curb.
- iii. Where two (2) or more pole type signs are allowed, subsequent signs shall not exceed seventy percent (70%) of the allowed height of the main sign.
- iv. In the downtown district, pole signs shall not exceed twenty feet (20') in height.
- v. Height shall be measured from nearest curb grade adjacent to the support pole.
- d. *Size:* The area of freestanding signs shall not exceed the following:
- i. Single tenant freestanding signs on major commercial streets noted in subsection B1c(ii) of this section shall not exceed seventy-five (75) square feet or one square foot of sign area per linear foot of street frontage up to one hundred twenty (120) square feet maximum per sign face.
- ii. Multi-tenant signs may have one and one-half (1 1/2) square feet of sign area per linear foot of street frontage up to two hundred (200) square feet maximum. A single multi-tenant sign may be allowed up to three hundred (300) square feet if the following occurs:
- a) The sign permit is approved subject to a condition which precludes the

**EXHIBIT E2** (continued)

- installation of another freestanding sign, and
- b) The sign area does not exceed one and one-half (1 and 1/2) square feet per linear foot of street frontage.
  - iii. Signs within one thousand five hundred feet (1,500') of a highway intersection may have two (2) square feet of sign area per linear foot of street frontage, up to three hundred (300) square feet maximum.
  - iv. On corner lots, the street frontage used to determine size of the primary sign shall be limited to the street upon which the building fronts. Measurement of the street frontage shall include the actual frontage measured to the midpoint of the corner radius. A secondary sign may be allowed on the side street, and its size shall be based on the frontage of the side street.
  - e. *Animated Signs:* Animated signs shall be permitted .
  - f. *Entrance and Exit Signs:* One entrance and exit sign shall be permitted at each driveway entering or leaving the premises. Such signs shall not exceed six (6) square feet in area nor be more than four feet (4') in height from the ground.
2. *Wall Signs:* Wall signs which are permanently attached or painted with a projection of less than twenty four inches (24"), shall be permitted; provided, that the area of any such sign shall not exceed twenty percent (20%) of the face of the front wall to which it is attached, nor more than ten percent (10%) of the face of a side or rear wall; and further provided, that it does not rise above the roofline or parapet wall.
3. *Property And Project Construction Signs:*
- a. No more than two (2) signs offering the premises for sale, lease or inspection by the public shall be permitted; provided, that the total area of each sign does not exceed thirty-two (32) square feet. Said signs may be modified to indicate that the property has been sold.
  - b. A project construction sign or "coming soon" promotional sign of up to sixty-four (64) square feet may be allowed within sixty (60) days of obtaining a building permit for such project. Such sign shall be removed within one year from the date the sign was erected.
4. *Off Premises Signs:* Off premises signs shall not be permitted.
5. *Roof Signs:* Roof signs shall conform to the following provisions:
- a. Roof signs shall not be higher than the roofline or parapet wall, and shall not be larger than twenty percent (20%) of the wall face of the building.
  - b. All roof signs shall be installed or erected in such a manner that the support structure or brace is covered and screened from public view to the extent reasonable to do so.

**EXHIBIT E2** (continued)

- c. Roof signs shall not be animated.
- 6. *Projecting Signs:* Projecting signs attached to a building shall comply with the following conditions:
  - a. Signs projecting over public property may not project more than four feet (4') from a wall of a building, nor project closer than three feet (3') to the back of the curb. A minimum clearance of ten feet (10') above the sidewalk must be maintained.
  - b. Signs projecting over private property may not project more than six feet (6') from a wall of a building.
  - c. Signs shall not extend above the roofline.
  - d. No more than one projecting sign per tenant space and only at the ground level of the building.
  - e. The maximum sign area for projecting signs shall be one square foot of sign area for each linear foot of building frontage up to a maximum of thirty two (32) square feet per sign face (64 square feet maximum for both sides of a projecting sign).
- 7. *Special Standards:* The following special standards for commercial signs shall apply for all signs located on streets not listed in subsection 4.B.1.c.i of this section (streets not designated as major commercial streets) and for planned community zones unless a specific sign plan has been approved as part of the SVPC zone.
  - a. *Freestanding Signs; Design Standards:* Freestanding signs are hereby limited to monument and low profile pole type signs with the following design standards:
    - i. *Height:* The maximum height of the sign shall not exceed ten feet (10') from adjacent natural grade, except that signs adjacent to buildings with two (2) or more stories or greater than eighteen feet (18') in height shall not exceed fifteen feet (15') in height. Where the natural grade at the sign location is below the curb elevation, the height may be measured from the curb height, provided the overall sign height is not increased by more than five feet (5'), and the sign is within thirty feet (30') of the curb.
    - ii. *Size:* A monument or low profile pole type sign shall be limited in size to seventy-five (75) square feet for properties with up to one hundred feet (100') of frontage on a public road. An additional one square foot of sign area may be allowed for each additional two feet (2') of public road frontage up to a maximum size of one hundred twenty (120) square feet per sign.
    - iii. *Location:* Signs must be located on private property and not within any public right-of-way. Signs shall not obstruct visibility at driveway entrance and exits, intersections and other points along the roadway.
    - iv. *Number:* Each parcel of property or commercial complex may have one monument or low profile pole type sign. One additional monument or low

**EXHIBIT E2** (continued)

profile pole type sign is permitted if the property has more than two hundred feet (200') of frontage on a public street. Where two (2) freestanding signs are constructed, they shall be separated by at least one hundred feet (100'). A third monument or low profile pole type sign is allowed for properties with more than four hundred feet (400') of frontage on a dedicated public street, and a fourth monument or low profile pole type sign is permitted for properties with six hundred (600) or more feet of public road frontage.

- v. *Sign Materials:* Sign materials shall be similar to or compatible with the structure which they identify. Signs shall be constructed predominantly of natural materials such as redwood, ceramic tile, masonry, stucco, stone or materials which simulate the referenced materials. Letters may be illuminated and of a plastic, metal or similar material, including neon. Requests to use alternative materials may be approved by the community development director. Flashing lights, rotating parts or other animation is not permitted. An EMS is permitted when part of a larger sign.
  - vi. *Color:* Bright “day-glo” or fluorescent colors are prohibited. Letters should provide sufficient contrast to be easily legible. Overall color schemes should complement the color scheme of the building. Registered national trademarks are permitted as part of the sign.
  - b. *Minor Variances:* The sign review board is authorized to approve minor variances from the standards set forth above. In addition, the sign height and sign area may exceed the above described limits upon review and approval of the sign review board as a means to accommodate unique circumstances including, but not limited to: a large center with multiple tenants, visibility issues, and traffic speeds, providing only one sign when the size of the frontage would permit a second or third sign, etc. Regardless, the height under no circumstances shall exceed twenty five feet (25'), and the sign area shall not exceed two hundred (200) square feet. If necessary to maintain the purpose of this chapter, the sign review board may impose other conditions of approval. In considering variance requests, the sign review board may approve minor variations to the standards where aesthetic values are not compromised, and the purpose of this chapter is maintained, as determined by the sign review board.
  - c. *Entrance, Exit Signs; Roof Signs And Projecting Signs:* Entrance and exit signs, wall signs, roof signs and projecting signs are permitted subject to provisions contained elsewhere in this chapter.
- C. ***Agricultural And Open Space Zones:*** The following provisions regulate signs in open space zones (OS):
- 1. *Property Signs:* Property signs; as permitted in a commercial zone.
  - 2. *Nameplates:* Nameplates; as permitted in a residential zone.

**EXHIBIT E2** (continued)

3. *Identification Signs:* Signs identifying churches, schools, public utilities, buildings and facilities, publicly owned and operated properties, hospitals, homes for the aged, nursing homes, convalescent homes, private clubs, fraternal organizations and roadside stands, subject to the following:
    - a. Such signs shall not exceed twenty-four (24) square feet in area and shall contain no advertising copy. It shall be located on the property to which it pertains and number shall be limited to one.
    - b. Such sign may be illuminated, but the source of illumination shall not be visible and shall be without animation. It may be freestanding or placed against the wall of a building, but no higher than twelve feet (12') above grade and not above the roofline. When freestanding, it shall be parallel with the street, and it shall not be located in or project into any required yard.
  4. *Recreational Facilities Signs:* Signs identifying golf courses, parks, tennis courts, public riding stables, boarding stables and similar recreational facilities, subject to the following:
    - a. Such signs shall not exceed twenty-four (24) square feet in area and may be illuminated, but the source of illumination shall not be visible and shall not be animated. Such sign shall contain no advertising copy.
    - b. There shall be one such sign per entrance to said facility, and the sign may be double faced. It must be located on the property to which it pertains. It may be freestanding or placed against the wall of a building, in which event it shall be no higher than twelve feet (12') above grade and not rise above the roofline.
  5. *Directional Signs, Temporary:* Temporary directional signs, not to exceed twelve (12) square feet in area, nonilluminated, containing no advertising copy, and to be removed from the property within ten (10) days after the purpose of the sign is fulfilled.
  6. *Freestanding Signs, Temporary:* Temporary, freestanding signs pertaining to the subdivisions of subsection 4.A.2 of this section.
4. Design Standards for Commercial Signs:
- A. *Pole Sign Design Standards:* The following design standards are mandatory:
    1. *Sign Cabinets:* Sign cabinets shall be integrated into a uniform sign, rather than added to a pole in an ad hoc manner. The modification or addition of a sign cabinet to an existing pole sign with two (2) or more independent sign cabinets shall be subject to review and approval by the Project Enforcement Officer, who may at his/her discretion, refer the permit to the sign review board for approval.
    2. *Painted Plywood Signs:* Plywood signs are not permitted for permanent signs, unless approved by the sign review board. Sandblasted wood signs are permitted provided

**EXHIBIT E2** (continued)

they are not higher than ten feet (10'), subject to review and approval by the Project Enforcement Officer.

3. *Cladding:* All poles supporting signs shall be cladded as a means to improve the appearance of the sign by:
  - a. Proportionately increasing that portion of the structure that anchors the sign to the ground; and
  - b. Providing a material on the support structure that complements the building architecture.

Cladding shall primarily be wood, stucco, brick, or rock, duplicating materials which are used on the main building. Metal products may be used if the metal replicates the appearance of a natural material. Cladding is not required, if in the opinion of the Project Enforcement Officer, the sign contains unique elements that result in a creative flair or defines a product or service with unique design, and the cladding would detract from the creativity of the design.

4. *Pole Transition:* There shall be a transition between the pole and sign it supports, wherein the cladded pole(s) is widened at the base of the sign to at least fifty percent (50%) of the width of the sign it supports. A transition is not required, if in the opinion of the Project Enforcement Officer, the sign contains design elements which serve a similar purpose and results in an aesthetic sign.
5. *Sign Colors:* The exterior surface of the sign structure and frame (excluding sign face), shall have colors similar to the adjacent building or have earth tone colors including black, browns and grays.
6. *Landscaping:* Landscaping shall be provided at the base of the sign at a ratio of ten (10) square feet for every one foot (1') of sign width, with fifty percent (50%) of the landscaped area containing live plant material. The plant materials used shall be expected to mature to heights of one foot (1') or greater. Where a hardship can be demonstrated, the sign review board may modify or waive this requirement.
7. *Flag Lots:* Businesses on flag lots (i.e., lots with narrow frontage on a public road compared to overall lot size) may be allowed a pole sign larger than the minimum size of seventy-five (75) square feet, provided the sign review board determines that the size of the sign is in harmony with the intent of this chapter and the size is in keeping with the building and lot size.
8. *Multiple Freestanding Signs:* Where two (2) or more freestanding signs are allowed on a property, the second sign may be erected to the maximum height allowed provided it is determined by the sign review board that one sign is not adequately visible from adjacent arterial streets.

- B. *Sign Guidelines:* The following guidelines are desired and encouraged, but are not

**EXHIBIT E2** (continued)

mandatory:

1. *Theme and Plan:* Where feasible, signs shall be incorporated into a landscape theme and be part of an overall design plan for the property. Aesthetic appeal is a high priority.
2. *Height:* As a general principle, signs should be no higher than the adjacent building for which it advertises. However, along the US-191 highway or where pole signs are set back off a public road more than twenty-five feet (25'), due to frontage limitations or other design constraints, the sign may be taller than the adjacent building in order to provide better visibility, but shall not be higher than the maximum height limits set forth in this standard.
3. *Highway Commercial Zone:* Properties within the Highway Commercial zone may be allowed a second freestanding sign even though the property has less than three hundred feet (300') of frontage, provided the sign review board determines a second sign is proper based on overall lot size and need for highway visibility.

5. General Regulations:

- A. *Signs Not To Constitute Traffic Hazard:* No sign or other advertising structure shall be erected at the intersection of any streets in such a manner as to obstruct free and clear vision; or at any location where by reason of the position, shape or color, it may interfere with, obstruct the view of or be confused with any authorized traffic sign, signal or device, or which makes use of the words "stop," "drive in," "danger" or any other words, phrases, symbols or characters in such a manner as to interfere with, mislead or confuse traffic. In general, no sign shall be placed within a triangular area with legs thirty feet (30') in length measured along the property lines at a corner.
- B. *Awnings Over Public Property:* Awnings over public property shall conform to all provisions of the International Building Code governing such structures. It shall maintain a minimum eight foot (8') clearance above the sidewalk or public property and shall have no signs affixed to the awnings or their supports.
- C. *Temporary Signs:*
  1. Any sign, banner, or advertising display intended to be displayed out of doors for promotional or other temporary use, shall be considered to be a temporary sign and shall be permitted subject to all provisions of this chapter and provisions contained in the city temporary banner policy.
  2. Banners shall be allowed according to the Project policy regarding temporary banners. The banner policy is available through the Project's enforcement department. It shall be the responsibility of the applicant to remove temporary banners upon expiration of the permit period.
- D. *Maintenance:* Every sign shall be kept in good condition as to maintenance and repair,



**EXHIBIT E2** (continued)

including the replacement of defective parts, repainting and cleaning. The ground space within a radius of ten feet (10') from the base of any ground sign shall be kept free and clear of all weeds, rubbish and inflammable material. The Project Enforcement Officer shall inspect and enforce this requirement.

- E. *Sign Removal:* Signs identifying a discontinued use on the property shall be removed from the property within thirty (30) calendar days of the time the use was discontinued, and shall thereafter be considered to be abandoned.
- F. *Repair Of Building Facade:* A damaged building facade as the result of the removal, repair, replacement or installation of any signs shall be repaired by the property owner within thirty (30) calendar days of the time the use was discontinued.
- G. *Moving To New Location:* No sign shall be moved to a new location on the lot or building, or enlarged, or replaced, unless it be made to comply with provisions of this sign Guideline.
- H. *Ownership:* The imprint of the sign owner and sign erector of all signs shall be in plain and public view. Signs not carrying such an imprint will be presumed to be owned by the person in possession of the property on which the sign is located.
- I. *Lights And Lighted Signs:*
  - 1. In any zone, no spotlight, floodlight or lighted sign shall be installed in any way which will permit the rays of such sign light to penetrate beyond the property on which such light or lighted sign is located in such a manner as to constitute a nuisance.
  - 2. Such signs alleged to be a nuisance by the neighboring property owners or tenants shall be subject to a public hearing before the sign review board as to the validity of the nuisance complaint. If such sign is determined to be a nuisance by the sign review board, the owner of said sign shall be required to take the appropriate corrective action as directed by the Project Enforcement Officer.
- J. *Planned Development Layout Location Signs:* The purpose of the layout sign is to aid emergency personnel and visitors to quickly and efficiently locate a particular unit. For planned developments with a common address for multiple units there shall be a permanent sign located at all entrances to the project which:
  - 1. Identifies the development,
  - 2. Clearly shows the project address,
  - 3. Clearly shows the layout of streets and the units with their individual identification number or letter,
  - 4. The sign must be oriented to the view of the reader,
  - 5. Shall be incorporated into a landscape feature or design scheme,
  - 6. The sign shall contain no animation,

**EXHIBIT E2** (continued)

7. The sign may be illuminated, but the source of the illumination shall not be visible, and
  8. The sign shall be placed such that persons in vehicles who are stopped to read the sign will not create a safety hazard.
6. Maintenance of Legal Nonconforming Signs: Nonconforming signs shall be required to comply with the requirements of this chapter when any change, other than normal maintenance, is made to the sign. Painting or similar sign repair shall be considered normal maintenance; provided, that the sign content remains basically unchanged. Compliance with current setback requirements may be waived by the sign review board when the board determines that relocating an existing sign is not practical.
7. Prohibited Signs:
- A. *Signs Attached To Public Property*: No sign, handbill, poster, advertisement or notice of any kind or sort shall be fastened, placed, posted, painted or attached in any way or upon any curbstone, lamppost, telephone pole, telegraph pole, electric light or power pole, hydrant, bridge, tree, rock, sidewalk or street, except signs owned and erected by permission of an authorized public agency as required by law.
  - B. *A-Frame and Movable Freestanding Signs*: Portable, temporary A-frame, and movable freestanding signs shall be prohibited. This prohibition applies to signs mounted upon or painted upon vehicles or trailers which are parked primarily for the purpose of calling attention to or advertising a specific business establishment or product.
  - C. *Flashing Signs*: Signs which use flashing, blinking, or strobing lights are prohibited. Signs which use subtle lighting changes as part of a video screen, or EMS are permitted.
  - D. *Rotating Signs*: Signs which move, rotate, flutter in the wind or make noise are prohibited. Pennants, streamers, and inflatable objects are also prohibited. Temporary banners must be in compliance with the Project's policy on banners.
  - E. *Permit Exceptions*: Notwithstanding any of the provisions of this sign Guideline, the following signs and operations shall not require a sign permit; however, any of the following signs included in any other section shall conform to the applicable provisions of this sign Guideline:
    1. The changing of the advertising copy or message on a marquee, provided no more than fifteen percent (15%) of the marquee surface will advertise off premises land, products or businesses.
    2. Painting, repainting, cleaning and normal maintenance and repair of a sign or sign structure unless a substantial structural change is made.
    3. For sale, rent or lease signs, advertising real property, that are thirty-two (32) square feet or less in area. Such sign may be double faced.

**EXHIBIT E2** (continued)

4. The display of official notices used by any court, or public body, or public official, or the posting of notices by any public officer, in the performance of a duty, or by any person giving legal notice.
  5. Directional, warning, exit, parking or similar informational signs of a public or quasi-public nature, provided they have no advertising effect, and signs directed and maintained by an official body or public utility.
  6. Any official flag, pennant or insignia of any nation, state, city or other political unit.
  7. Nameplates of two (2) square foot maximum area.
  8. Bulletin boards not over sixty-four (64) square feet in area for public, charitable or religious institutions where the same are located on the premises of said institutions.
  9. Memorial signs or tablets, names of buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material.
  10. Wall signs that are painted directly on the wall, provided they do not exceed twenty percent (20%) of the face of the wall on which it is painted.
8. Variances and Appeals, Sign Review Board: There is hereby created a five (5) member sign review board which is authorized to review sign permit requests and approve minor variances from the standards set forth herein upon proper evidence by the applicant that a variance is warranted. Members of the sign review board shall be appointed by the Project with the consent and approval of the [HOA] for staggered three (3) year terms. The Project shall designate one of their number as chairman, and they shall establish their own rules of procedure and meeting times; the board shall meet as necessary to consider applications for sign permits where a variance from standards set forth herein is requested. Three (3) members of the board shall constitute a quorum for the conduct of business, an affirmative vote of a majority of those members present is required to approve any request. If either the applicant or the Project Enforcement Officer is dissatisfied with the decision of the sign review board, or if challenge is made to the jurisdiction of the board because the item sought to be varied may not be of a "minor" nature, appeal may be had to the Project by filing written request with the Project within twenty (20) days after a decision is given by the board or after a question of jurisdiction is raised; any decision by the Project shall be a final determination.
9. Safety and Nonliability of Project:
- A. *Sign Erection Safety Precautions For Streets And Sidewalks*: Whenever any sign or other advertising structure is erected in whole or in part on or over any public street or sidewalk, the person or persons performing the work shall, before proceeding to erect the same, take all precautions necessary to ensure the safety of persons and property on such street or sidewalk. Before hoisting any material whatsoever above the surface of any street or sidewalk or placing any material upon the traveled portion of any street or sidewalk, the

**EXHIBIT E2** (continued)

persons or person performing such work shall exclude the traveling public from the portion of such street or sidewalk in which such work is to be done by means of suitable barriers, protected walkways and warning devices approved by the building inspection department; and whenever the department shall deem it necessary under the conditions then existing, shall provide a guard or guards to exclude all persons not concerned in the work from the portion of the street or sidewalk in which the work is to proceed. When hoisting any sign or advertising structure above the surface of any street or sidewalk, the same shall be accompanied by hoisting devices of approved design and adequate capacity to accomplish the work in accordance with approved engineering practices, all of which hoisting equipment shall be kept and maintained in good and workable condition.

- B. *Project Nonliability*: The Project, its Project Enforcement Officer and its other agents shall in no way be liable for negligence or failure of the owner, or the person responsible for any damage caused by defective conditions.

**TWELFTH AMENDMENT TO  
PURCHASE AND SALE AGREEMENT  
AND CERTIFICATE OF SALE NO. 26824**  
(Sunny Acres Commercial)

THIS AMENDMENT TO CERTIFICATE OF SALE NO. 26824 (the “**Amendment**”) is entered into effective April 15, 2025, by and between the State of Utah through the School and Institutional Trust Lands Administration, 102 S. 200 East, Suite 600, Salt Lake City, Utah 84111 (the “**Trust Lands Administration**”) and Love’s Travel Stops & Country Stores, Inc, an Oklahoma corporation authorized to do business in the State of Utah, 10601 N. Pennsylvania Ave., Oklahoma City, Oklahoma 73120 (“**Love’s**”).

**RECITALS**

WHEREAS, effective October 16, 2019, the Trust Lands Administration and Love’s entered into that certain Purchase and Sale Agreement and Certificate No. 26824 (as amended, the “**Certificate**”), regarding the purchase and sale of certain land in San Juan County, Utah identified in the Certificate (the “**Property**”), and

WHEREAS, the Trust Lands Administration and Love’s desire to further extend the Due Diligence Period as provided in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Amendment, the Certificate, and other good and valuable consideration, Love’s and the Trust Lands Administration agree to amend the Certificate as follows:

**Article I**  
**Extended Due Diligence Period**

1.1. Due Diligence. The first sentence of Section 5.1 of the Certificate is hereby amended and replaced in its entirety with the following:

Purchaser may conduct due diligence on the Property until 5:00 pm Mountain Time on October 15, 2025 (the “**Due Diligence Period**”).

Twelfth Amendment to Certificate of Sale No. 26824  
Page 2

**Article II**  
**Miscellaneous**

2.1. Conflict of Terms. To the extent the terms of this Amendment modify or conflict with any provisions of the Certificate, the terms of this Amendment will control.

2.2. Capitalized Terms. Capitalized terms not otherwise defined in this Amendment have those meanings set forth in the Certificate.

2.3. Remainder of Certificate Unamended. All terms and conditions of the Certificate not expressly amended herein remain in full force and effect as written.

2.4. Counterparts and E-Signatures. The parties may execute this Agreement in counterparts, which together constitute one and the same document. The parties may execute this Agreement by facsimile, email, or other electronic means that are sufficient to show the signature is attributable to the signatory.

*[Remainder of Page Left Blank]*

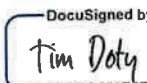
Twelfth Amendment to Certificate of Sale No. 26824  
Page 3

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective the day and year first written above.

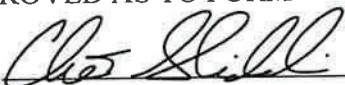
**STATE OF UTAH  
SCHOOL AND INSTITUTIONAL  
TRUST LANDS ADMINISTRATION**

**LOVE'S TRAVEL STOPS & COUNTRY  
STORES, INC**

By:   
Name: Michelle E. McConkie  
Title: Director

By:   
Name: Tim Doty  
Title: Vice President

APPROVED AS TO FORM

By:   
Special Assistant Attorney General