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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 19 P.

Prepared by and when recorded
Return to:

Chick-fil-A, Inc.
5200 Buffington Road
Atlanta, Georgia 30349
Attn: Vance Burgess, Esq.

SHORT FORM LEASE

THIS SHORT FORM LEASE (the "**Short Form Lease**") is entered into as of this ~~April~~ ^{MAY} 14th day of 2014, by and between RASMUSSEN FAMILY LIMITED PARTNERSHIP, a Utah limited partnership ("**Landlord**"), and CHICK-FIL-A, INC., a Georgia corporation ("**Tenant**").

WITNESSETH:

- A. Landlord and Tenant have entered into a Ground Lease dated July 16, 2013, as amended by that certain First Amendment to Ground Lease dated October 16, 2013 and that certain Second Amendment to Ground Lease dated November 11, 2013 and that certain Third Amendment to Ground Lease dated December 10, 2013 and that certain Fourth Amendment to Ground Lease of approximate even date herewith (collectively, the "**Lease**") for certain Demised Premises located at 343 East 12300 South in the City of Draper, Utah, as more particularly described in the Lease.
- B. Landlord and Tenant are filing this Short Form Lease to provide record notice of the Lease and the terms and conditions contained in the Lease.

NOW, THEREFORE, for and in consideration of the mutual covenants contained in this Short Form Lease and in the Lease, Landlord and Tenant hereby agree as follows:

1. **Demised Premises.** Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions of the Lease, the parcel of land (the "**Land**") and all improvements on the Land, consisting of approximately 1.782 acres located at 343 East 12300 South, in Draper, Utah, as depicted on Exhibit "A-1" and legally described on Exhibit "A-2", together with any and all improvements, appurtenances, rights, privileges and easements benefiting, belonging or pertaining to the Land (collectively, the "**Demised Premises**").

2. **Term.** The term of the Lease will commence on ~~April 14~~ ^{MAY} 14, 2014 (the "Commencement Date" under the Lease), and will terminate on the last day of the month which is fifteen (15) years after the Rent Commencement Date (as that term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for five (5) consecutive periods of five (5) years each pursuant to the terms of the Lease. Upon request, each of Landlord and Tenant agrees to promptly execute and deliver an amendment to this Short Form Lease in recordable form acknowledging the actual date of the Rent Commencement Date.

3. **Incorporation of Lease.** The provisions of the Lease are incorporated into this Short Form Lease as if set out in full. In the event of any conflict or inconsistency between the terms of this

Short Form Lease and the terms of the Lease, the terms of the Lease will govern and control for all purposes.

4. Defined Terms. All capitalized terms and words of art which are used but not defined in this Short Form Lease will have the same respective meaning designated for such terms and words of art in the Lease.

5. Adjoining Property. The Adjoining Property, as defined in the Lease and used in this Short Form Lease, is depicted or described on Exhibit "B".

6. Easements. Each of Landlord and Tenant grants to the other, for the term of the Lease, the following rights and easements over the Land and Adjoining Property, as the case may be:

(a) Landlord grants and conveys to Tenant, for the benefit of and as an appurtenance to the Land, a non-exclusive easement over, upon, across and through all driveways, access-ways, and curb cuts now or hereafter located on the Adjoining Property for the purpose of pedestrian and vehicular access (but not parking), ingress and egress, together with the right, but not the obligation, of maintaining and repairing paved driveways, access-ways and curb cuts located on the Adjoining Property.

(b) Tenant grants and conveys to Landlord, for the benefit of and as an appurtenance to the Adjoining Property, a non-exclusive easement over, upon, across and through the driveway located on the Land which is depicted as "Access Easement No. 1" on Exhibit "A-1" and legally described on Exhibit "C", both of which exhibits are attached hereto, for the purpose of pedestrian and vehicular access (but not parking), ingress and egress, together with the right, but not the obligation, of maintaining and repairing paved driveways, access-ways and curb cuts located on said driveway. Tenant further grants and conveys to Landlord, for the benefit of and as an appurtenance to the McDonald's Parcel (as defined in the Lease), a non-exclusive easement over, upon, across and through the driveway located on the Land which is depicted as "Access Easement No. 2" on Exhibit "A-1" and legally described on Exhibit "C", both of which exhibits are attached hereto, for the purpose of pedestrian and vehicular access (but not parking), ingress and egress, together with the right, but not the obligation, of maintaining and repairing paved driveways, access-ways and curb cuts located on said driveway.

(c) Landlord grants Tenant a general temporary construction easement over those portions of the Adjoining Property as reasonably required for Tenant's development of the Land.

(d) Tenant grants and conveys to Landlord, for the exclusive benefit of McDonalds located on the McDonald's Parcel, an easement to place a panel on the 300 East Street monument sign identified on the site plan attached to Exhibit "E-1" of this Short Form Lease (the "McDonald's Panel"), including a non-exclusive easement to access a reasonable portion of the Land adjacent to the monument sign for the purpose of maintaining, repairing and replacing the McDonald's Panel. The size of the McDonald's Panel will not be greater than the size of the other panel of the occupant or tenant of the Land. The location of the McDonalds Panel will be as shown on Exhibit "E-2" attached to this Short Form Lease. Tenant will be responsible for the cost to initially construct the monument sign, including the initial cost of the McDonald's Panel as shown on Exhibit "E-2". However, Landlord (or McDonalds, as Landlord's designee) will be responsible for sharing in the cost, equally with Tenant, to repair and maintain the monument sign, except that Landlord (or McDonalds, as Landlord's designee) will be solely responsible for the cost to maintain, repair or replace the McDonald's Panel in the future.

7. Restrictions on Adjoining Property. Landlord agrees that the Adjoining Property is subject to the following restrictive covenants for the term of the Lease:

(a) So long as Tenant is occupying the Demised Premises and operating on the Demised Premises as a restaurant selling or serving chicken as a principal menu item (subject to temporary closures for remodeling or following a casualty, condemnation, event of force majeure or reopening following a permitted assignment/subletting), Landlord agrees that it will not lease, rent, sell or occupy, or permit to be leased, rented, sold or occupied, any portion of the Adjoining Property for any of the following: a billiard parlor; tavern, pub, bar or liquor store; pawn shop; or amusement center, flea market, massage parlor, "disco" or other dance hall, tattoo or body piercing parlor; casino, gaming room, or "off track betting" operation; for the sale of paraphernalia for use with illicit drugs or for the sale of medicinal marijuana; or for the sale, rental or display of pornographic materials.

(b) So long as Tenant is occupying the Demised Premises and operating on the Demised Premises as a restaurant selling or serving chicken as a principal menu item (subject to temporary closures for remodeling or following a casualty, condemnation, event of force majeure or reopening following a permitted assignment/subletting), Landlord agrees that no portion of the Adjoining Property will be leased, used or occupied as a restaurant selling or serving chicken as a principal menu item. For the purposes hereof, "a restaurant selling or serving chicken as a principal menu item" means a restaurant deriving twenty-five percent (25%) or more of its gross sales from the sale of chicken.

(c) So long as Tenant is occupying the Demised Premises and operating on the Demised Premises as a restaurant selling or serving chicken as a principal menu item (subject to temporary closures for remodeling or following a casualty, condemnation, event of force majeure or reopening following a permitted assignment/subletting), Landlord agrees that no portion of the Adjoining Property will be leased, used or occupied by or for any of the following uses: Wendy's, Arby's, Boston Market, Kentucky Fried Chicken, Popeye's, Church's, Bojangle's, Mrs. Winner's, Carl's Jr., Hardee's, In-N-Out Burger, Chicken Out, Willie May's Chicken, Biscuitville, Zaxby's, Ranch One, El Pollo Loco, Koo-Koo Roo, Pollo Campero, Pollo Tropical, Charo Chicken, Raising Cane's, Chester's or Bush's Chicken.

(d) So long as Landlord or any affiliate of Landlord (as hereinafter defined) owns or occupies the Adjoining Property, no restaurant will be permitted on any portion of the Adjoining Property unless the restaurant independently maintains a parking ratio that is compliant with governing zoning and land use ordinances of the jurisdiction within which the Adjoining Property is located without variance.

(e) Landlord agrees that the above-referenced use restrictions (a) through (d) (collectively, the "Chick-fil-A Use Restrictions") will remain in effect only so long as Tenant is occupying the Demised Premises and operating on the Demised Premises as a restaurant selling or serving chicken as a principal menu item (subject to temporary closures for remodeling or following a casualty, condemnation, event of force majeure or reopening following a permitted assignment/subletting). The Chick-fil-A Use Restrictions shall terminate and expire on the date that the Tenant is no longer occupying the Demised Premises and operating on the Demised Premises as a restaurant selling or serving chicken as a principal menu item (subject to temporary closures for remodeling or following a casualty, condemnation, event of force majeure or reopening following a permitted assignment/subletting).

8. Easements and Restrictions Benefitting Tenant. The Lease grants Tenant the easements and the benefit of the restrictive covenants described in Paragraphs 6 and 7 of this Short Form Lease. If Tenant acquires title to the Land, the Land will be conveyed with the benefit of the easements and restrictive covenants. Any person or entity acquiring any interest in the Adjoining Property is on notice, by the recordation of this Short Form Lease, of Tenant's rights. Landlord will not convey all or any

portion of the Adjoining Property during the term of the Lease without reserving the easements and imposing the restrictive covenants as required by the Lease and this Short Form Lease.

9. Cancellation of Short Form Lease. On the request of Landlord following the expiration or termination of the Lease, Tenant will promptly execute and deliver an appropriate release and/or cancellation instrument in recordable form acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Demised Premises under the Lease.

[SIGNATURES APPEAR ON NEXT PAGE]

Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

"LANDLORD"

RASMUSSEN FAMILY LIMITED PARTNERSHIP,
a Utah limited partnership
By: **RASMUSSEN MANAGEMENT, INC.,** a Utah
corporation, its General Partner

By: _____
Jeffrey Rasmussen, its President

By: _____
Dianne R. Allan, its Vice President

By: _____
Shannon R. Faulkner, its Secretary/Treasurer

(CORPORATE SEAL)

"TENANT"

CHICK-FIL-A, INC., a Georgia corporation

By: B. Lynn Chastain

B. Lynn Chastain (Print Name)
Vice President and General Counsel

Title: _____

By: S. Tammy Pearson

S. Tammy Pearson
Vice President and Assistant General Counsel
(Print Name)

Title: _____

(CORPORATE SEAL)

Landlord and Tenant have caused this Short Form Lease to be executed on the day, month and year set out above.

"LANDLORD"

RASMUSSEN FAMILY LIMITED PARTNERSHIP,
a Utah limited partnership
By: **RASMUSSEN MANAGEMENT, INC.,** a Utah
corporation, its General Partner

By: Jeffrey Rasmussen
Jeffrey Rasmussen, its President

By: Dianne R. Allan
Dianne R. Allan, its Vice President

By: Shannon R. Faulkner
Shannon R. Faulkner, its Secretary/Treasurer

(CORPORATE SEAL)

"TENANT"

CHICK-FIL-A, INC., a Georgia corporation

By: _____

(Print Name)

Title: _____

By: _____

(Print Name)

Title: _____

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATE

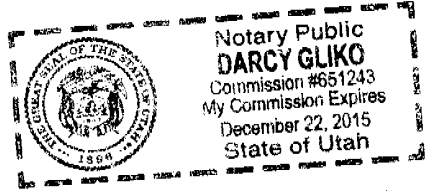
STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On, 5/2/14, I, Darcy Gliko, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **JEFFREY RASMUSSEN**, as **PRESIDENT**, **DIANNE R. ALLAN**, as **VICE PRESIDENT**, and **SHANNON R. FAULKNER**, as **SECRETARY/TREASURER** of **RASMUSSEN MANAGEMENT, INC.** which is the duly authorized manager of **RASMUSSEN FAMILY LIMITED PARTNERSHIP**, a Utah limited partnership, which persons are personally known to me to be the persons whose names are subscribed to the foregoing instrument as such authorized parties, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such authorized parties and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 2nd day of May, 2014.

[Signature]

My commission expires 12/22/15



Notary Public

ACKNOWLEDGMENT

State of Georgia)
County of Fulton)

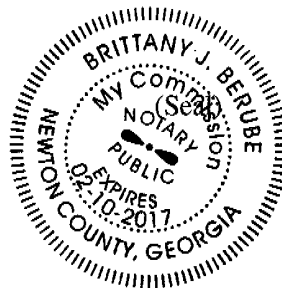
On April 29, 2014, before me, Brittany J. Berube,
(insert name of notary)

Notary Public, personally appeared B. Lynn Chaptain, Vice President & Gen Counsel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brittany J Berube



ACKNOWLEDGMENT

State of Georgia)
County of Fulton)

On April 29, 2014, before me, Brittany J. Berube,
(insert name of notary)

Notary Public, personally appeared S. Tammy Pearson, Vice President & Asst. Gen. Counsel who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Georgia that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brittany J Berube

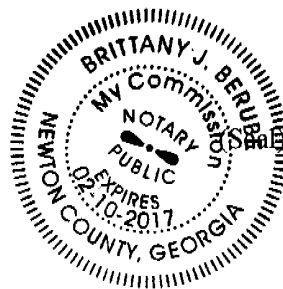


EXHIBIT "A-1"

DEPICTION OF LAND AND ACCESS EASEMENTS

[attached to this page]

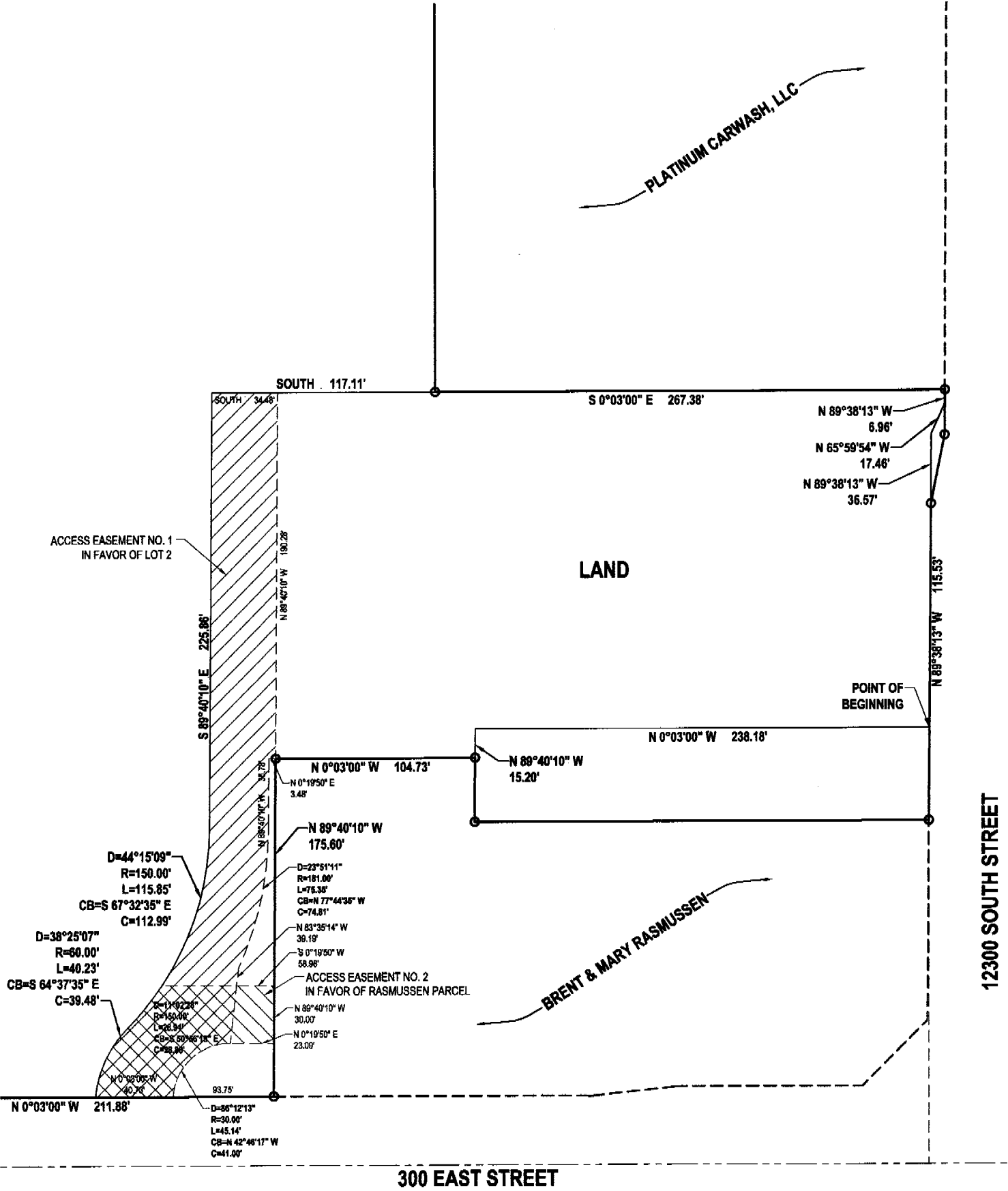


EXHIBIT A-1
SCALE: NONE

EXHIBIT "A-2"

DESCRIPTION OF LAND

Rasmussen Family Subdivision – Lot 1

Beginning at a point on the north line of 12300 South Street said point being North 00°03'00" West 1,622.05 feet along the section line and South 89°38'13" East 226.80 feet from the South Quarter Corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running

thence North 00°03'00" West 238.18 feet;
thence North 89°40'10" West 15.20 feet;
thence North 00°03'00" West 104.73 feet;
thence North 89°40'10" West 175.60 feet to a point on the east line of 300 East Street;
thence North 00°03'00" West 93.75 feet along said east line;
thence Southeasterly 40.23 feet along the arc of a 60.00 foot radius curve to the right (center bears South 06°09'52" West and the chord bears South 64°37'34" East 39.48 feet with a central angle of 38°25'07");
thence Southeasterly 115.85 feet along the arc of a 150.00 foot radius curve to the left (center bears North 44°34'59" East and the chord bears South 67°32'35" East 112.99 feet with a central angle of 44°15'09");
thence South 89°40'10" East 225.86 feet;
thence South 117.11 feet;
thence South 00°03'00" East 267.38 feet to a point on said north line of 12300 South Street;
thence North 89°38'13" West 6.96 feet along said north line;
thence North 65°59'54" West 17.46 feet along said north line;
thence North 89°38'13" West 36.57 feet along said north line;
thence North 89°38'13" West 115.53 feet along said north line to the point of beginning.

Contains 77,623 Square Feet or 1.782 Acres

(A portion of APN 28-30-401-023-0000)

EXHIBIT "B"

DEPICTION OF ADJOINING PROPERTY

[attached to this page]

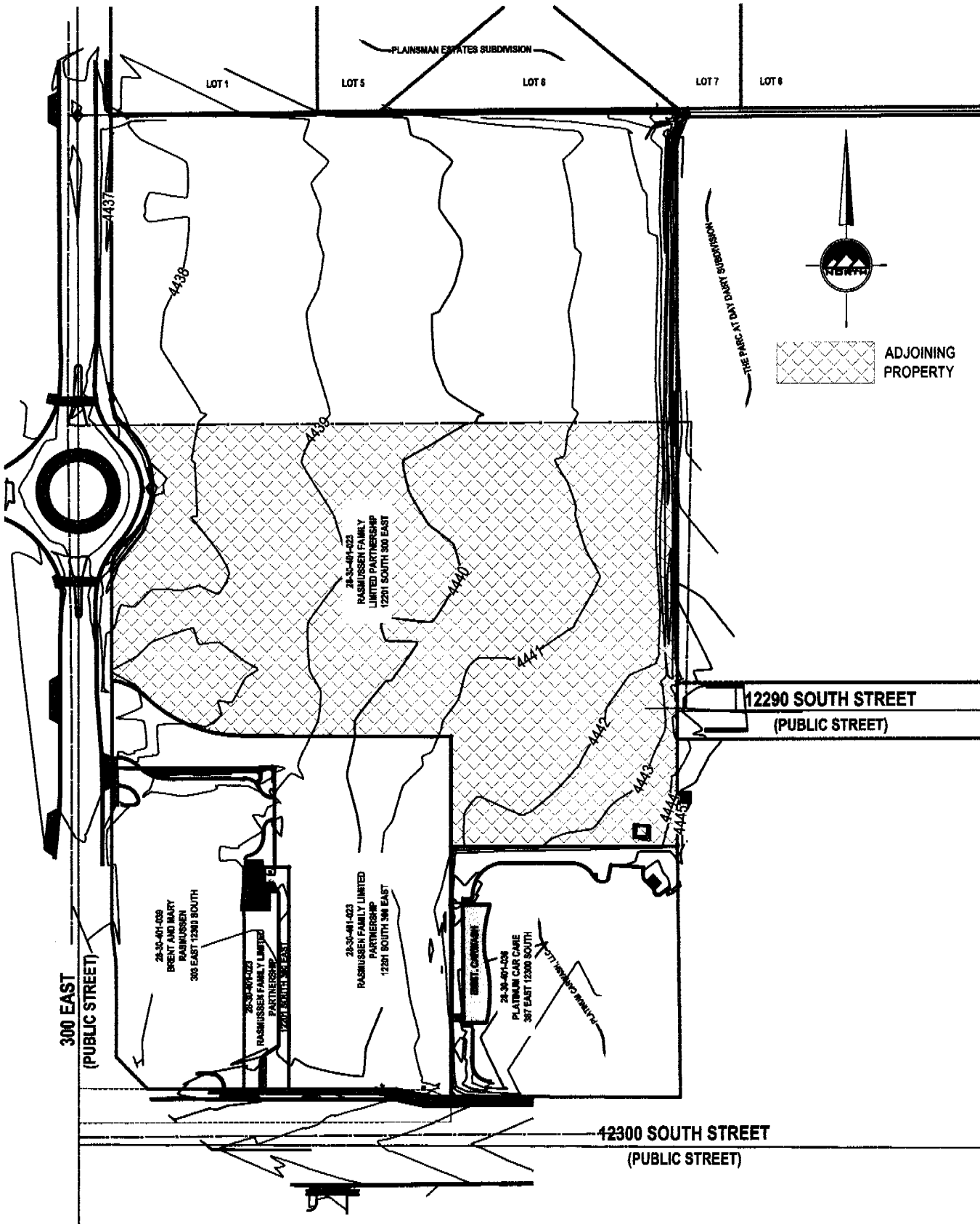


EXHIBIT B
SCALE: 1" = 140'

EXHIBIT "C"

LEGAL DESCRIPTIONS OF ACCESS EASEMENTS

Access Easement No. 1

Beginning at a point on the east line of 300 East Street said point being North 00°03'00" West 2,017.62 feet along the section line and North 89°57'00" East 36.00 feet from the South Quarter Corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running

thence Southeasterly 40.23 feet along the arc of a 60.00 foot radius curve to the right (center bears South 06°09'52" West and the chord bears South 64°37'35" East 39.48 feet with a central angle of 38°25'07");
thence Southeasterly 115.85 feet along the arc of a 150.00 foot radius curve to the left (center bears North 44°34'59" East and the chord bears South 67°32'35" East 112.99 feet with a central angle of 44°15'09");
thence South 89°40'10" East 225.86 feet;
thence South 34.48 feet;
thence North 89°40'10" West 190.28 feet;
thence North 00°19'50" East 3.48 feet;
thence North 89°40'10" West 35.78 feet;
thence Northwesterly 75.35 feet along the arc of a 181.00 foot radius curve to the right (center bears North 00°19'50" East and the chord bears North 77°44'35" West 74.81 feet with a central angle of 23°51'11");
thence North 83°35'14" West 39.19 feet;
thence Northwesterly 45.14 feet along the arc of a 30.00 foot radius curve to the left (center bears North 89°40'10" West and the chord bears North 42°46'17" West 41.00 feet with a central angle of 86°12'13");
thence North 00°03'00" West 40.73 feet to the point of beginning.

Contains 13,050 Square Feet or 0.300 Acres

Access Easement No. 2

Beginning at a point on the east line of 300 East Street said point being North 00°03'00" West 2,017.62 feet along the section line and North 89°57'00" East 36.00 feet from the South Quarter Corner of Section 30, Township 3 South, Range 1 East, Salt Lake Base and Meridian and running

thence North 00°03'00" West 40.73 feet;
thence Southeasterly 40.23 feet along the arc of a 60.00 foot radius curve to the right (center bears South 06°09'52" West and the chord bears South 64°37'35" East 39.48 feet with a central angle of 38°25'07");
thence Southeasterly 28.91 feet along the arc of a 150.00 foot radius curve to the left (center bears North 44°34'59" East and the chord bears South 50°56'15" East 28.86 feet with a central angle of 11°02'28");
thence South 00°19'50" West 58.98 feet;
thence North 89°40'10" West 30.00 feet;
thence North 00°19'50" East 23.09 feet;
thence Northwesterly 45.14 feet along the arc of a 30.00 foot radius curve to the left (center bears North 89°40'10" West and the chord bears North 42°46'17" West 41.00 feet with a central angle of 86°12'13") to the point of beginning.

Contains 3,347 Square Feet or 0.077 Acres

EXHIBIT "D"

INTENTIONALLY DELETED

EXHIBIT "E-1"

LOCATION OF MONUMENT SIGN

[attached to this page]

300 EAST STREET
(PUBLIC STREET)

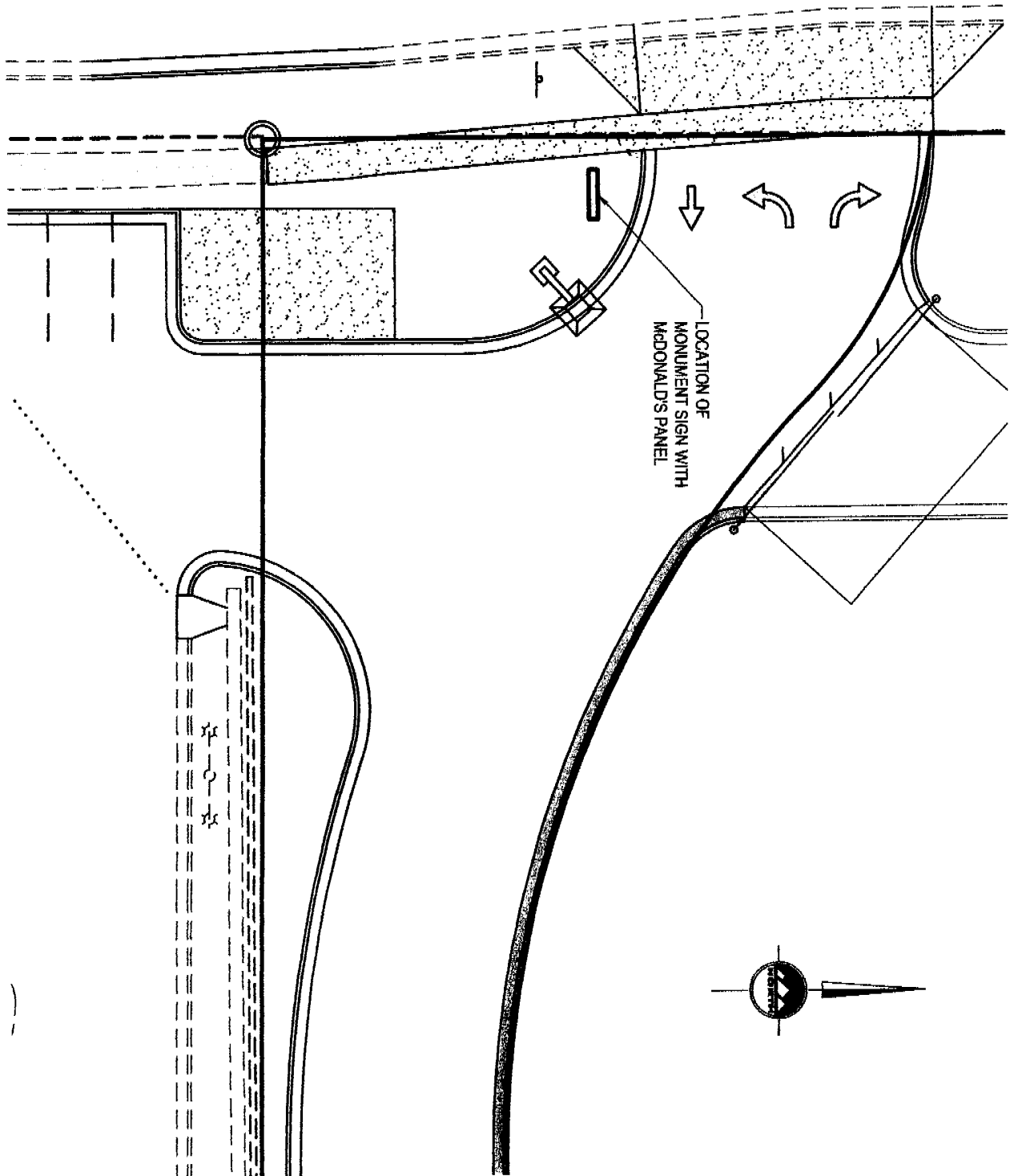
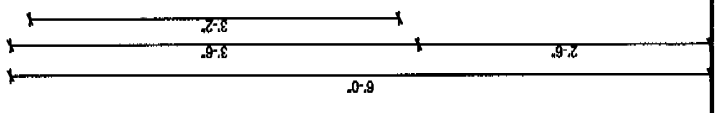
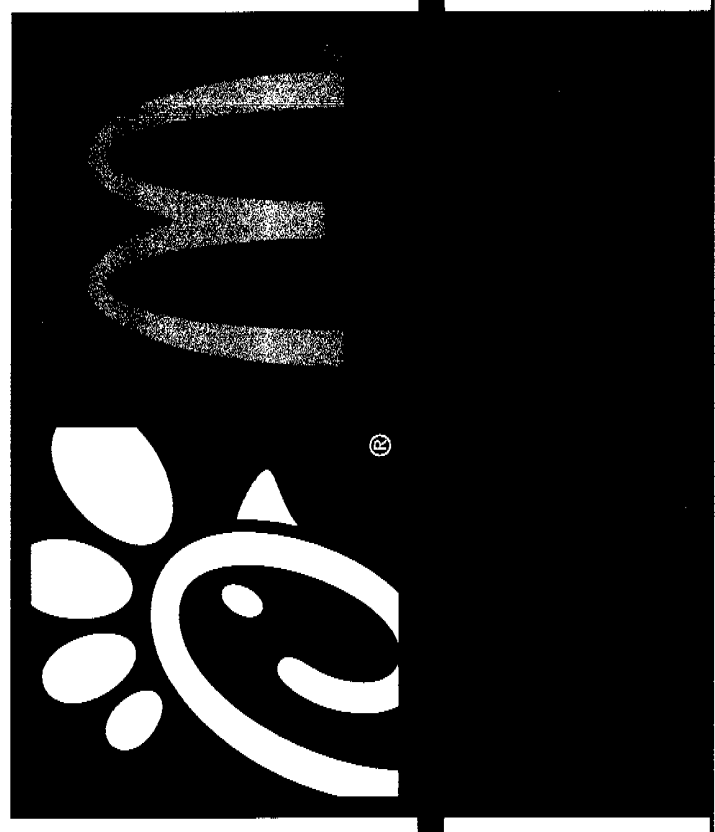
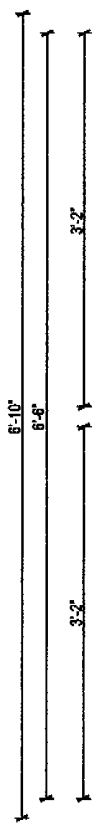


EXHIBIT "E-2"

ELEVATION OF MONUMENT SIGN






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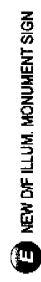


23.91 sq ft

Specifications:

MAIN CABINET: FABRICATED .060 ALUMINUM 1'-5" DEEP WITH 1 1/2" RETAINERS AND RETURNS PAINTED DARK BRONZE.
 FACES: MAIN CABINET: WHITE LEXAN WITH APPLIED FRST SURFACE 3M RED #9830-S9 TRANSLUCENT VINYL.
 ILLUMINATION: INTERNAL T12 CWIHO FLUORESCENT LAMPS FOR MAIN CABINET AND READER BOARD.
 BASE: ALUMINUM FRAME CLAD IN HARDI BACKER BOARD AND BRICK VENEER TO MATCH BUILDING.
 SWITCH: COVERED DISCONNECT SWITCH.
 ALL COMPONENTS TO BE U.L. APPROVED

-  DARK BRONZE
-  WHITE
-  3M VINYL 3M-9830-S9
-  PANTONE 123C
-  PANTONE 1282C



NEW D/F ILLUMINATED MONUMENT SIGN

SCALE: 1" = 1'-0"

NEW D/F ILLUM. MONUMENT SIGN

THIS IS AN ORIGINAL PAPER. THIS DRAWING OR PHOTO COPY IS NOT TO BE SHOWN OUTSIDE YOUR ORGANIZATION NOR USED, REPRODUCED, COPIED OR EXHIBITED IN ANY MANNER UNLESS AUTHORIZED IN WRITING BY AN OFFICER OF NSMC.

National Sign & Marketing Corporation
 13580 5th St., Chino, CA 91710
 Tel 909.591.4742 Fax 909.591.9792
 e-mail: sales@nsmc.com
 Lic# 748630 - Exp. 01/31/14

Project: Chick, FLA #3332
 Address: 357 East 12300 South, Draper, UT
 Account Mgr. S. Rosenboom
 Designer: Duffy, S. Scales, Noted Date: 11/20/2013

Client Approval:

 Date: _____

Revisions:
 2013/11/20 Change 01 Add 1/2" gap between sign and cabinet
 2013/11/20 Change 02 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 03 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 04 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 05 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 06 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 07 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 08 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 09 Change the main cabinet material, remove 1/2" gap
 2013/11/20 Change 10 Change the main cabinet material, remove 1/2" gap

Drawing Number
25905
 R6

