

Prepared by and upon
recording return to:
Woodmen Properties L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109

AMENDMENT TO UTILITY EASEMENT

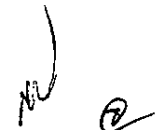
This Amendment to Utility Easement ("Amendment") is made as of the 25th day of ~~February~~, 2011, by and between WOODMEN PROPERTIES L.L.C., a Utah limited liability company ("Grantor") and ESA P. PORTFOLIO, LLC d/b/a HOMESTEAD STUDIO SUITES, a Delaware corporation ("Grantee").

A. Grantor and Homestead Village Incorporated, Grantee's predecessor in interest, entered into a Utility Easement dated October 20, 1997 and recorded with the Salt Lake County Recorder's office as Entry Number 6770702 in Book 7788 at Pages 1335 and following ("Easement Agreement"). All capitalized terms not defined herein shall have the meaning defined in the Easement Agreement.

B. Section 1.6 of the Easement Agreement provides that Grantor may relocate the Utility Easement and Utilities within the Utility Easement Area provided Grantor gives prior notice to Grantee and records an amendment showing the new location of the Utility Easement.

NOW, THEREFORE, in consideration of the premises, the covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantee hereby acknowledges acceptance of the required notice and agrees with Grantor that the Easement Agreement is hereby amended such that the location of the Utility Easement as described in Exhibit "C" to the Easement Agreement, is hereby relocated to the area described in Exhibit "A" attached hereto and incorporated herein by this reference. Exhibit "B" is attached hereto for illustrative purposes, only, to show the approximate location of the Existing Waterline Easement Area and the proposed location of the Proposed Waterline Easement Area.

5/29/08 

2. Grantor shall relocate any Utilities located within the prior Utility Easement area to the new Utility Easement area at Grantor's expense with no interruption of service to Grantee's Land.

3. The Grantor hereby agrees to indemnify and hold the Grantee and its respective nominees, successors, assigns, parent company, officers, directors, partners, agents and employees, harmless from and against any and all liabilities, claims, causes of action, penalties, demands and expenses, of any kind or nature whatsoever, arising out of, resulting from, or relating to the Grantor's relocation of the Easement Area and the underlying utilities pursuant to this Amendment

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the date set forth above.

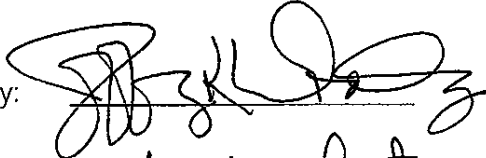
WOODMEN PROPERTIES L.L.C., a Utah limited liability company


BY: WOODBURY STRATEGIC PARTNERS FUND, L.P.,
a Delaware limited partnership, Its Sole Member

By: WSP TRUFFLES L.L.C., a Delaware limited liability
company, its General Partner

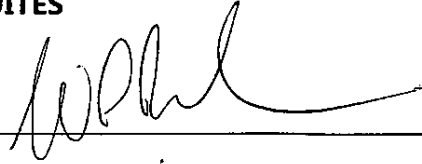
By: WOODBURY STRATEGIC PARTNERS
MANAGEMENT L.L.C., a Utah limited liability
company, its Manager

By: WOODBURY CORPORATION, a Utah
corporation, its Manager

By: 
Its: vice president

By: 
Its: Secretary

**ESA P. PORTFOLIO, LLC, a Delaware
limited liability company, d/b/a HOMESTEAD
STUDIO SUITES**

By:  _____

Its: Vice President and Secretary



ACKNOWLEDGMENT

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



On the 6th day of April, 2011, before me personally appeared JEFFREY K. WOODBURY and O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that they are the Vice-President and Secretary of WOODBURY CORPORATION, a Utah corporation, known to be the Manager of WOODBURY STRATEGIC PARTNERS MANAGEMENT L.L.C., a Utah limited liability company, Manager of WSP TRUFFLES L.L.C., a Delaware limited liability company, General Partner of WOODBURY STRATEGIC PARTNERS FUND, L.P., a Delaware limited partnership, as Sole Member of WOODMEN PROPERTIES L.L.C., the company that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement

Veronica Barnson

Notary Public

HOMESTEAD ACKNOWLEDGEMENT

STATE OF SOUTH CAROLINA)
 :SS.
COUNTY OF SPARTANBURG)

On this 25 day of February, 2011, before me personally appeared William D. Bahm, known to me to be the VP and Secretary of ESA P PORTFOLIO, LLC, a Delaware limited liability company, d/b/a HOMESTEAD STUDIO SUITES, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the company therein named, and acknowledged to me that said company executed the within instrument pursuant to its Operating Agreement.

Christy W. Scruggs

Notary Public



Handwritten initials and a circled '2'

EXHIBIT A

A 15 FOOT WIDE WATERLINE EASEMENT SITUATE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THE CENTERLINE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT THAT IS A SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF 1300 EAST 2100 SOUTH; THENCE SOUTH A DISTANCE OF 232.81 FEET AND WEST 30.09 FEET TO THE BEGINNING OF A 15 FOOT WIDE CENTERLINE EASEMENT WHICH IS 7.5 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE: SOUTH 89°58'08" WEST A DISTANCE OF 405.58 FEET.

