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Woodmen Properties L.L.C.
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Salt Lake City, UT 84109

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**AMENDED AND RESTATED
RECIPROCAL EASEMENT**

AND

OPERATION AGREEMENT

Between

WOODMEN PROPERTIES L.L.C.

"Woodmen"

ESA P. PORTFOLIO, LLC d/b/a HOMESTEAD STUDIO SUITES

"Homestead"

and

CHICK-FIL-A, INC.

"Chick-fil-A"

Final 01/31/11

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**AMENDED AND RESTATED
RECIPROCAL EASEMENT
AND
OPERATION AGREEMENT**

THIS AMENDED AND RESTATED RECIPROCAL EASEMENT AND OPERATION AGREEMENT ("Agreement") made and entered into as of the Effective Date (as defined in Section 11.01(h) below) between WOODMEN PROPERTIES L.L.C., a Utah limited liability company, having an office at 2733 Parleys Way, Salt Lake City, Utah 84109 ("Woodmen" or "Parking Parcel Owner"), ESA P. PORTFOLIO, LLC d/b/a HOMESTEAD STUDIO SUITES, a Delaware limited liability company having an office at 100 Dunbar Street, Spartanburg, SC 29306 ("Homestead" or "Hotel Parcel Owner"), and CHICK-FIL-A, INC., a Georgia corporation having an office at 5200 Buffington Road, Atlanta, Georgia 30349 ("Chick-fil-A" or "Restaurant Parcel Owner").

Preliminary Statement

Woodmen and Homestead entered into a Reciprocal Easement and Operation Agreement dated October 20, 1997 and recorded as Entry Number 6770370, Book 7788, Page 0644, with the Salt Lake County Records Office ("1997 Agreement"), which set forth relative rights and obligations regarding three adjoining parcels of real property located in Salt Lake City, Utah, and to which Lonestar Steakhouse & Saloon of Utah, Inc., a Utah corporation ("Lonestar"), was a third-party beneficiary. Woodmen and Homestead desire to amend and restate the 1997 Agreement and Chick-fil-A, which purchased Lonestar's property interest, desires to join in the execution of this Agreement as set forth herein. These parcels are more particularly described as follows:

- (a) The Restaurant Parcel. Consisting of approximately .64 acres, as more particularly described in Exhibit "A" annexed hereto (the "Restaurant Parcel" or "Lot 1"), owned by Chick-fil-A, as indicated on the Site Plan attached as Exhibit "D-1" ("Site Plan"). Chick-fil-A anticipates demolishing the existing restaurant on the Restaurant Parcel and constructing a one-story fast food chicken restaurant ("CFA Restaurant") with related parking and site facilities as indicated on the site plan attached as Exhibit "I." Woodmen and Homestead hereby approve the demolition of the existing structure and the construction of the CFA Restaurant on the Restaurant Parcel as set forth on Exhibit "I." Notwithstanding anything herein to the contrary, Chick-fil-A shall have no obligation to demolish the existing improvements, remodel or reconstruct the improvements or otherwise construct the CFA Restaurant or open, or after opening, continue to operate, a CFA Restaurant or any other particular business.
- (b) The Hotel Parcel. Consisting of approximately 1.86 acres, as more particularly described in Exhibit "B" annexed hereto (the "Hotel Parcel" or "Lot 2"), owned by Homestead, on which has been constructed a three-story hotel (the "Hotel") with related parking and site facilities as are indicated on the Site Plan.
- (c) The Parking Parcel. Consisting of approximately .56 acres more particularly described in Exhibit "C" annexed hereto (the "Parking Parcel" or "Lot 3"), owned by Woodmen, on

which will be constructed a parking structure and related site facilities as are indicated on the Site Plan (the "Parking Structure") and as is more fully described in Section 1.02 herein

The Restaurant Parcel, Hotel Parcel, and Parking Parcel are herein collectively referred to as the "Parcels" or the "Development" and each individually as a "Parcel". The terms "Woodmen" or "Parking Parcel Owner," "Homestead" or "Hotel Parcel Owner," and "Chick-fil-A" or "Restaurant Parcel Owner" shall be deemed to refer to such parties and their respective heirs, successors, grantees and assigns of any Parcel or part thereof, and any net lessee of any Parcel or part thereof who has assumed all of the obligations related to any Parcel (also referred to individually as the "Owner," or collectively the "Owners").

The Owners recognize that for the most favorable operation of the Development, it is necessary that they agree and cooperate with respect to the development, operation and maintenance of their Parcels and the shared curb cuts, roadways, aisles, and parking areas, located in the shared areas, as well as the shared lighting, drainage, utility lines and facilities to be erected thereon as indicated, or as may exist in the shared areas of the Site Plan (the "Common Areas"). The Parties therefore intend herein to grant to each other certain reciprocal easements for pedestrian and vehicular ingress and egress over the shared curb cuts, roadways, driveways, aisles, walkways and sidewalks as they may from time to time exist for access, delivery and parking in the Common Areas and to grant certain rights to install and maintain utility lines within the Common Areas. Owners also intend herein to provide for certain obligations and restrictions with respect to the operation and maintenance of their respective Parcels, and the Common Areas and the improvements to be constructed thereon.

Such easements, obligations and restrictions shall run to the benefit of, and bind the respective Parcels or any portion thereof and the Owners, their successors or assigns as defined in Section 7.01.

NOW THEREFORE, in consideration of the premises, the easements herein granted and established for the benefit of each Owner, its successors and assigns, and for other good and valuable consideration, the receipt and sufficiency of which the Owners hereby acknowledge, the Owners agree as follows:

ARTICLE I.

GRANT OF EASEMENTS

Section 1.01. Access Easements.

- (a) Each Owner, for the benefit of the other Owners, hereby grants and conveys to each other Owner, their customers, employees, agents, and invitees, a non-exclusive easement and right to the use of the Common Areas and the shared curb cuts, roadways, driveways, aisles, walkways and sidewalks located on the Parcel of each granting Owner, as it may from time

to time exist, for purposes of ingress, egress, passage and delivery, by vehicular and pedestrian traffic.

- (b) Homestead and Chick-fil-A hereby grant and convey to Woodmen, its customers, employees, agents and invitees a perpetual non-exclusive easement within the area marked on the Exhibit "D-1" Site Plan as "Access Drive" for purposes of constructing and maintaining the Parking Structure entrance as shown on the Exhibit "D-1" Site Plan and for ingress, egress, passage and delivery by vehicular and pedestrian traffic to and from the Parking Structure and hereby agree that the Access Drive area shall not be modified or altered in any way from the Site Plan depiction thereof without the prior written consent of Woodmen. In connection with the construction of the Access Drive and prior to the demolition of the existing trash facility, Woodmen shall construct a trash facility for Homestead in the location shown on Exhibit "D-1" and as designed on the "Approved Construction Drawings" attached as Exhibit "H", and upon completion Woodmen shall remove Homestead's existing trash facility. Upon completion of construction of the Parking Structure and Access Drive, Woodmen shall (i) immediately restore any portion of the Common Area disturbed or damaged in the course of such construction, (ii) slurry seal Lot 2 and the entire entry drive between Lots 1 and 2 with a three-coat system using Jennite www.jenniteusa.com with 6 lbs of sand per gallon, no water, and (iii) restripe Lot 2 and the entire entry drive between Lots 1 and 2. The slurry seal and restripe shall not be completed until Homestead has completed the needed existing asphalt repairs.
- (c) Homestead hereby grants and conveys to Woodmen its customers, employees, agents, and invitees a perpetual non-exclusive easement within the area marked "Parking Structure Stairway Easement" on Exhibit "D-2" for purposes of constructing and maintaining the Parking Structure Stairway as depicted on Exhibit "D-2" and for purposes of ingress, egress and passage by pedestrian traffic to and from the Parking Structure and hereby agrees that the Parking Structure Easement area shall not be modified or altered in any way from the Exhibit "D-2" depiction thereof without the prior written consent of Woodmen.
- (d) Homestead hereby grants and conveys to Woodmen a perpetual non-exclusive easement within the area marked "Trail Easement" on Exhibits "D-1 & D-2" for purposes of constructing and maintaining the Pedestrian Access Trail, utilities and landscaping within the Trail Easement area and constructing the patio and landscaping within the Patio Area as depicted on Exhibit "D-2" and for purposes of public ingress, egress and passage by pedestrian traffic on the paved walkway only between 2100 South and the property to the South of the Development and for purposes of constructing operating and maintaining utilities and hereby agrees that the area within Trail Easement shall not be modified or altered in any way from the Exhibit "D-2" depiction thereof without the prior written consent of Woodmen.
- (e) The easements granted hereby and granted in Section 1.04 shall be for the benefit of, but not restricted solely to, the Owners, their customers, employees, agents, and invitees. Each Owner may grant the benefit of such easement to the tenants or other occupants of its Parcel

for the duration of such occupancy, and to the customers, employees, agents and business invitees thereof; but the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it benefit any real property outside of the Development, except that, notwithstanding the foregoing, the Parking Structure will have parking capacity in excess of that required for the Development and the excess parking therein shall be made available, together with the Parking Structure Stairway, for the use and benefit of property outside but in the vicinity of the Development, and the Pedestrian Access shall be available for public use.

Section 1.02. Parking Structure.

Woodmen has elected to build the Parking Structure on the Parking Parcel subject to the following restrictions, and all references herein to easements related to the Parking Structure shall operate upon the completion of the same:

- (a) Prior to such time as Woodmen commences construction of the Parking Structure, Woodmen shall obtain Homestead's and Chick-fil-A's written approval of an interim parking agreement between Woodmen, Homestead and Chick-fil-A providing acceptable temporary parking for use by Homestead and Chick-fil-A; and
- (b) Woodmen reserves the option to monitor and control access to the Parking Structure, which could include gates, provided however that in such event Homestead and their customers, employees and business invitees will have unrestricted access to Homestead Exclusive Parking portions of the Parking Structure on Exhibit "E-1"; and
- (c) Construction of the Parking Structure shall be conducted only between 8:00 a.m. and 7:00 p.m. on Monday through Friday and between 9:00 a.m. and 5:00 p.m. on Saturdays; and
- (d) Construction work will be completed in a workmanlike and timely manner without interruption to businesses on the Hotel Parcel or the Restaurant Parcel; and
- (e) Homestead and Chick-fil-A shall hereby approve the Parking Structure design as shown on Exhibit "J".
- (f) Woodmen shall provide Homestead with temporary parking and valet service as mutually agreed. Said temporary parking shall be without charge to Homestead and will have no time limitations attached.
- (g) Homestead shall grant the exclusive and non-exclusive parking easements as provided in Section 1.04(a) below.

Section 1.03. Other Woodmen Improvements.

- (a) Woodmen may make other improvements to the Trail Easement Area and the trash facility area as are substantially reflected on the "Approved Construction Drawings".
- (b) At such time that the Parking Structure is ninety percent (90%) complete, Homestead shall have the option to have the existing Homestead sign located on the east side of the Hotel to be relocated by Woodmen to the north upper deck of the Parking Structure so that the sign will be facing north and will be visible from 2100 South. Woodmen shall provide power to the sign for illumination thereof provided that Homestead shall pay to Woodmen an equitably allocated amount for power to the sign and pay for all maintenance costs related to the sign.
- (c) Woodmen may facilitate and coordinate landscaping renovations and improvements ("Landscape Work") on the south side of the Hotel as requested by Homestead provided that Homestead shall pay for all costs related thereto, including design costs. Such Landscape Work may include, but shall not be limited to, removing the existing river rock, regrading, tying into and expanding Homestead's existing irrigation system as needed, preparing the soil, sodding, replacing dead trees, professionally trimming the existing trees, etc., from the area between the south side of the Hotel to the south property line.
- (d) Woodmen shall enhance and reconfigure the existing Homestead barbeque/seating area in a manner that will tie into and complement the new Patio Area as described in subsection (e) below.
- (e) Woodmen shall modify the existing landscaping on the entire east side between the Hotel and the Parking Structure. Woodmen shall redesign and install new irrigation and landscape that will tie the entire area between the Hotel, Parking Garage, New Patio Area, and the Existing Picnic Area together in a manner to complement a first class hotel.
- (f) Woodmen shall ensure that the Trail Easement Area shall be well lit from the Parking Structure downward to achieve 3 foot candles at 5' above finished grade.
- (g) Chick-fil-A shall: (i) at Chick-fil-A's expense, subject to 40% reimbursement from Woodmen of the actual reasonable hard construction costs thereof, increase the width of the existing entryway/exit from 2100 South to forty (40) feet subject to city approval as shown on Exhibit "I" in the area marked "Entryway"; (ii) at Chick-fil-A's sole expense, increase width of interior drive aisle immediately south of the entrance, install signage, sound screen walls, provide one-way directional ingress and egress including painting parking spaces at sixty- (60) degrees diagonal if requested at any time by any of the other Owners, participate in costs of any asphalt overlay on the Restaurant Parcel, and provide asphalt overlay to same standard on Chick-fil-A's parcel as the other Owners' parcels.
- (h) Woodmen shall demolish Homestead's existing trash enclosure and shall construct a replacement trash enclosure in accordance with Section 1.01(b) which shall be of sufficient size to accommodate the two existing Homestead trash containers.

Section 1.04. Parking Easements.

- (a) Each Owner, for the benefit of all other Owners, hereby grants and conveys to each other Owner and its customers, employees and business invitees a perpetual, non-exclusive easement and right to use the parking spaces and aisles in the Common Areas from time to time located on the granting Owners Parcel as indicated on the Site Plan for purposes of the parking of automobiles and the providing of ingress and egress to and from such parking areas to the buildings and improvements located in the Development, provided however that Woodmen shall not grant to any of its Tenants, customers, employees or business invitees the right to park within the area within Lot 2 that is not designated as Exclusive Parking on Exhibit E-1 (the "Common Parking Area"). The Parking Structure is not a Common Area and shall be excluded from the cross-parking easement, provided however, that Woodmen hereby grants Homestead and Chick-fil-A and their customers, employees and business invitees a perpetual non-exclusive easement and right to use those parking spaces and aisles on levels one and two of the Parking Structure that are marked as "Permanent Non-Exclusive Parking" on Exhibit "E-1", provided that the applicable parking fees and charges are paid and other rules of use complied with. Notwithstanding anything depicted in the Exhibits to the contrary, the number of "Permanent Non-Exclusive Parking" spaces shall be equal to the number of previously existing non-exclusive parking spaces available to Homestead and Chick-fil-A prior to the construction of the Parking Structure. There shall be no fees for Homestead and Chick-fil-A users who enter the Parking Structure after the hours of 5:00 p.m. and leave no later than 9:00 a.m. Nevertheless, any Homestead and/or Chick-fil-A users who enter the Parking Structure before 5:00 p.m. or who remain parked after 9:00 a.m. shall be subject to applicable fees for the entire period parked. In addition, subject to the Parking Structure rules of use as applicable from time to time, Woodmen hereby grants to Homestead and its customers, employees and business invitees the exclusive right to use, without parking fees, those parking spaces on level one of the Parking Structure signed by Woodmen as "Homestead Exclusive Parking" and marked on Exhibit "E-1", and notwithstanding anything depicted in the Exhibits to the contrary, the number of the "Homestead Exclusive Parking" spaces shall be equal to the number of previously existing exclusive parking spaces available to Homestead prior to the construction of the Parking Structure, subject to the Parking Structure rules of use as applicable from time to time. Woodmen shall also provide to Chick-fil-A two transferable parking passes or tags that permit the holder(s) to park within the Permanent Non-Exclusive Parking Area without a parking fee or charge at any time of day.
- (b) Lot 1 and Lot 2 also have restricted or exclusive parking areas reserved and designated on the Site Plan on Exhibit "E-1", which exclusive areas are excluded from the cross-parking easements.
- (c) The Owners agree that the final design of parking spaces in the Common Areas shall be as shown on Exhibit "E-2" and that any future changes shall be made by the mutual agreement

of the Owners and only to provide for the most efficient and convenient use of the available spaces, provided, however, that after construction of the CFA Restaurant, the Common Areas on the Restaurant Parcel shall be as shown on Exhibit "I".

Section 1.05. Utility Easements.

- (a) Each Owner for the benefit of all other Owners of any part of the Development grants to every other Owner a perpetual easement in, to, over, under and across the Common Areas of the granting Owner's Parcel as it may from time to time exist for the purpose of installation, operation, maintenance and repair of storm drainage, sewer lines, water, gas and electrical lines, and other underground systems and utility lines ("Utility Lines") to serve the facilities located on the Parcel owned by such Owner or Owners. The location of all Utility Lines shall be subject to:
1. the approval of the granting Owner, which approval shall not be unreasonably withheld or delayed; and
 2. The applicable approved development plans ("Development Plans"), as defined on Exhibit "G" attached hereto; and
 3. applicable governmental regulations.
- (b) All Utility Lines must be placed underground if possible and shall be placed according to the approved Development Plans. All Utility Lines which cannot be placed underground and transformers, electric, gas or other meters or other apparatus that are visible from adjacent Parcels or public areas shall be adequately screened from open view.
- (c) The Owners shall use good faith efforts to coordinate the design and installation of the Utility Lines and to coordinate the installation of the Utility Lines so as not to unreasonably interfere with the business being conducted on the respective Parcels, and where feasible and desirable to the Owners, shall enter into joint contracts with service providers, such as engineers and contractors, where such contracts will possibly provide cost savings to the Owners.
- (d) The Owners of any Parcel or any designee served by such Utility Lines may operate, maintain and repair such Utility Lines, provided such repair and maintenance is performed expeditiously and only after five (5) business days written notice to the granting Owner utilizing or serviced by said Utility Lines or the parking area to be affected by any construction work. Any party performing maintenance or repairs to Utility Lines shall schedule the repairs and maintenance so as to minimize to the greatest extent reasonably possible the disruption to business operations within the Development. The party performing Utility Line maintenance or repairs shall, at its cost and expense, repair any damage to any improvements. Each Owner shall indemnify and hold the granting Owner and any occupant of the granting Owner's Parcel harmless from any claims, liens, damages

or loss which may result from repair or maintenance activities. No Utility Line may be relocated without the express written consent of any Owner whose Parcel will be affected by the proposed relocation.

- (e) There are two existing culinary water wells located on the development. One well is located on the Hotel Parcel and one well is located on the Parking Parcel. Woodmen owns the wells and the associated water rights. Woodmen hereby reserves the right to construct underground vaults and pumping facilities at each of these locations. The vaults shall be accessed from the surface by manhole covers. In the event that Woodmen shall determine to utilize these wells for the production of water Woodmen shall have the right to run the necessary water lines from these vaults across the Common Areas. Woodmen shall notify and coordinate with the Hotel Parcel Owner and the Restaurant Parcel Owner and shall obtain their respective approvals prior to the commencement of installation of the water lines or pumping facilities, which approvals shall not be unreasonably delayed or withheld. Woodmen agrees that the installation and operation of these water wells shall not unreasonably interfere with the business operations of Homestead or Chick-fil-A, nor create a dangerous or hazardous condition.

Section 1.06. Improvement Design, Changes and Restrictions.

- (a) Woodmen, Chick-fil-A and Homestead shall have the right to design and construct and thereafter change, alter, relocate, expand and/or remove improvements located on their respective Parcels without the consent of the other as long as the improvements on the Parcels remain in substantially the same location and remain in compliance with the approved Development Plans. No Owner shall construct or relocate improvements on their respective Parcels so as to materially adversely affect the access to, or visibility of, the other buildings to be located on the Parcels from any public roadway indicated on the Site Plan or to materially decrease the number of parking stalls or materially increase the need for additional parking stalls. The Parcels, their respective improvements, and the use and operation conducted thereon, shall be subject to the terms of the restrictions listed on Exhibit "F" ("Prohibited Uses").
- (b) All improvements constructed on any Parcel at any time and from time to time shall be of first class appearance and quality. Exposed concrete or corrugated metal shall be prohibited for exposed exterior surfaces (except for roofing overhang material identified with Chick-fil-A's standard design and reasonable foundations).
- (c) The total height of all improvements on the Hotel Parcel shall not exceed fifty-five feet (55'), other than flagpoles. The total height of all improvements on the Restaurant Parcel shall not exceed twenty-five (25') to mid height of peak.
- (d) It is intended that the design, color and exterior materials of the buildings on the Parcels shall be aesthetically consistent one with another in order to create a uniform and aesthetically pleasing development. Prior to constructing a new building on a Parcel, or to

making any material (requiring a building or remodeling permit) modifications or alterations (including color, other than earth tone colors) to any existing building, Chick-fil-A and Homestead shall be required to first obtain written approval from the other in regards to the exterior aesthetic qualities of the building, including landscaping, awning, shutters, and other visible improvements to the extent that any modification or alteration is not consistent with the existing design and quality, such approvals not to be unreasonably withheld. Woodmen and Homestead hereby approve: (i) the demolition of the existing structure and the construction of the CFA Restaurant on the Restaurant Parcel as set forth on Exhibit "I" and (ii) Restaurant Parcel Owner's ability to temporarily store construction materials and "stage" on the area designated as "Chick Fil-A Staging Area" in the Common Parking Area as shown in Exhibit "E-1" in connection with construction of the CFA Restaurant provided that after such use, Chick-fil-A shall restore the area used to its general condition prior to such use. Homestead and Chick-fil-A hereby approve Woodmen's ability to temporarily store construction materials and "stage" on the area designated as "Woodmen Staging Area" in the Common Parking Area as shown in Exhibit "E-1" in connection with construction of the Parking Structure, provided that during Woodmen's use of any portion of the Woodmen Staging Area, Woodmen shall maintain such portion and when such use terminates Woodmen shall restore such portion used to its general condition prior to such use by Woodmen.

ARTICLE II.

MAINTENANCE AND OPERATION

Section 2.01. Maintenance and Repair.

The Owners shall be solely responsible for the maintenance and expenses in those categories set forth below as they concern the designated Common Area within each Owner's respective lots. In addition, Woodmen shall be solely responsible for maintenance and expenses for the area designated on Exhibit "E-2" as the "Woodmen Maintenance Area". Nevertheless, the Owners shall coordinate Common Area maintenance and maintain similar standards and appearance for all Common Areas. The Owners shall each attempt to contract with the same third party for snow removal and landscaping on the Property and for other services as agreed between the Owners. Categories of Common Area maintenance include the following categories together with any other categories specifically agreed upon by the Owners.

- (a) Keep all improved portions of the Common Areas in a safe, sightly, good and functional condition to standards of comparable commercial property in the market area;
- (b) Maintain and repair the roadways, driveways, aisles, curb cuts, parking areas, fencing, screening and sidewalks on the Common Areas so as to provide safe functional use of such areas at all times;

- (c) Keep the Common Areas clean and free from refuse and rubbish. Any landscaped areas on the respective Common Areas shall be regularly mowed and otherwise tended to be maintained in a reasonably attractive condition and all unhealthy or dead plants or trees shall be promptly removed and replaced with similar plants in accordance with the approved Development Plans;
- (d) Re-pave, re-stripe and replace markings on the surface of the parking areas and driveways on the Common Areas from time to time, as and when necessary, so as to provide for the orderly parking of automobiles; and shall place and maintain adequate exit and entrance and other traffic control signs to safely direct traffic into, out of, and through said parking areas;
- (e) To the extent that any Utility Line exclusively servicing any Parcel crosses another Owners Parcel, such Utility Line shall be so maintained by the party served by the Utility Line, subject to the provisions of Section 1.05. Maintenance of any portion of any Utility Lines serving more than one Parcel shall be performed by the Owner of the Parcel crossed by the Utility Line, but the cost thereof shall be shared on an equitable basis based upon the relative consumption or usage of the utility furnished from such Utility Line;
- (f) Provide prompt and regular sweeping, sanding and snow removal services as needed for the sidewalks, paved parking, and traffic portions of the Common Areas sufficient to keep them clear and safe for their intended use; and
- (g) Cause the Common Areas to comply with all applicable requirements of law and governmental regulation applicable thereto, provided however, that an Owner may contest any such law or regulation as to its Parcel so long as such contest would not create any danger of a loss of title to, a lien upon, impairment of, or change in any way the use of all or any portion of the Common Areas for their intended purposes except in accordance with the approved Development Plans.
- (h) Chick-fil-A and Homestead may mutually elect but are not required to treat as Common Area for shared maintenance and expense purposes landscaping and restricted parking areas immediately surrounding buildings on each of their respective Parcels provided, however, that all such landscaping shall be kept, replaced and maintained to the standards and level contemplated by this Agreement and the Development Plans.
- (i) Owners covenant to maintain their respective Parcels and improvements (including building exteriors and fences) in a state of cleanliness and good repair to the extent not so maintained through Common Area maintenance.
- (j) The Owners shall cause the Common Areas to remain free of all mechanics liens and tax liens, provided however, that an Owner may contest any such lien as to its Parcel so long as such contest would not create any danger of a loss of title to, or other permanent impairment of, or change in any way the use of all or any portion of the Common Areas for their intended purposes and in accordance with the approved Development Plans.

Section 2.02. Operational Standards.

- (a) Delivery and garbage storage areas shall be tastefully screened, and deliveries and garbage pickup shall take place between the hours of 8:00 a.m. and 11:00 a.m. on a daily basis. No delivery or garbage storage areas may be relocated without the prior consent of the other Owners, said consent not to be unreasonably withheld.
- (b) The exterior lighting located on or adjacent to the building on each Parcel as well as the lighting in Common Areas, shall be as may be required by Salt Lake City and in accordance with the Development Plans or as otherwise agreed to by the Owners and shall be lighted seven days a week from dusk until dawn or as otherwise mutually agreed to by the Owners.
- (c) All signage shall conform to the current applicable ordinances of Salt Lake City and the Development Plans. All illuminated facade-mounted and monument signs must be illuminated in such a manner so as not to create an unsightly appearance. No south facing illuminated sign shall be allowed on the Restaurant Parcel. Portable signs, signs which flash or signs with movable parts are not allowed in the Development. Temporary marketing signs and construction banners shall only be permitted during construction or when a Parcel is being offered for sale or lease, and shall not be placed in the Common Area without the prior approval of the Owners. The size and design of such signs must be similar to those employed for similar purposes in first-class commercial developments.
- (d) No Owner shall conduct, or permit any person to conduct, any unlawful activity on the Parcel owned by such Owner.
- (e) No Owner shall cause or allow any activity which shall cause air, water, soil, or noise pollution which would violate any applicable laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Development. In addition, no portion of the Development will be used for any purpose which would generate offensive or unsafe odors, fumes, dust, smoke or noise pollution, fire or explosion, or conditions which would create any other nuisance.

ARTICLE III

COVENANTS AND RESTRICTIONS

Section 3.01. Restriction on Common Areas.

The Common Areas shall be subject to the following restrictions which shall be binding on each Owner and each of its tenants, occupants, employees, agents or invitees:

- (a) Sidewalk sales, tent sales, and other promotional type activities are specifically prohibited in the Common Areas and all business activity must occur inside the buildings on the Parcels.

Section 3.02. Conditional Use Restrictions.

For so long as Homestead is operating as an extended stay, limited service hotel, no portion of the Restaurant Parcel or Parking Parcel shall be used as a lodging facility of any kind.

For so long as the Restaurant Parcel is being used for the operation of a restaurant deriving more than 25% of its sales from chicken, no portion of the Hotel Parcel or Parking Parcel shall be used for the operation of a restaurant deriving more than 25% of its sales from chicken.

ARTICLE IV.

LIABILITY INDEMNIFICATION

Section 4.01. Liability; Indemnification.

Each Owner shall defend, indemnify and hold every other Owner, tenant, and occupant of the Development harmless (except for loss or damage resulting from the gross negligence or willful misconduct of such other parties, their employees, agents, guests and invitees) from and against any damages, liability, actions, claims, and expenses (including attorney's, fees in a reasonable amount) in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon such Owner's Parcel, or occasioned wholly or in part by any act or omission of said Owner, its tenants, agents, contractors, employees, or licensees. Notwithstanding the foregoing, Woodmen shall possess the indemnification obligations set forth in this Section 4.01 for the Pedestrian Access Trail while Woodmen has the right to the Trail Easement pursuant to Section 1.01(d) above, even though Homestead is the fee simple owner of the same. In conjunction herewith, Woodmen shall maintain liability insurance for the Pedestrian Access Trail in accordance with Section 4.02 herein, and shall cause said insurance policy(ies) to list "ESA P. Portfolio, LLC," "HVM, LLC," and "Extended Stay, LLC and its subsidiaries" as additional insureds under said policy(ies). Each Owner, if it so elects, shall have the right to participate in its defense in any suit or suits in which it may be a party, inclusive of using separate counsel due to any conflicts that may arise, without relieving the indemnifying Owner of the obligation to defend.

Section 4.02. Liability Insurance.

Each Owner shall maintain or cause to be maintained Commercial General Liability insurance insuring against claims on account of loss of life, bodily injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Common Areas in the Development by the Owner and its tenants, agents, contractors, employees, licensees, customers and invitees, of such Owner. Said insurance policy shall name as additional insured parties the Owners of each other Parcel in the Development and their respective lenders (if any) and a copy of the insurance certificates shall be provided to the Owner of each other Parcel in the Development at the proper renewal intervals. Said insurance shall be carried by a reputable insurance company or companies qualified to do business in the State of Utah and shall have

limits for loss of life or bodily injury in the amounts of not less than \$5,000,000 combined single limit coverage with a \$10,000 maximum deductible. Such insurance may be carried under a "blanket" policy or policies covering other properties of the party and its subsidiaries, controlling or affiliated corporations. Said insurance shall be primary and non-contributory with respect to similar insurance carried by each Owner and provide at least thirty (30) days' prior notification of cancellation or material adverse change in coverage to said additional insureds. All such insurance shall include provisions, or shall contain an endorsement denying to the insurer subrogation rights against the other parties to the extent such rights have been waived by the insured prior to the occurrence of damage or loss. Except for gross negligence or willful misconduct, each Owner hereby waives any rights of recovery against any other Owner, its directors, officers, employees, agents and tenants and occupants for any damage or consequential loss covered by said policies (except to the extent of any applicable deductibles), against which such Owner is protected by insurance, to the extent of the proceeds payable under such policies, or which would have been payable had the required coverage been maintained, whether or not such damage or loss shall have been caused by any acts or omissions of the other Owner or its directors, officers, employees, agents, tenants or occupants. An Owner may self insure provided that it has (a) a tangible net worth, calculated in accordance with generally accepted accounting principles, consistently applied, of at least One Hundred Million Dollars (\$100,000,000.00), and (b) net current assets, calculated in accordance with generally accepted accounting principles, consistently applied, of at least Twenty-Five Million and No/100 Dollars (\$25,000,000.00), each as demonstrated by an audited financial statement, prepared in accordance with generally accepted accounting principles presented to the other Owners upon request.

In addition, at all times during the work that Woodmen shall perform in accordance with Sections 1.02 and 1.03 herein (the "Parking Structure Work"), Woodmen shall maintain (i) Workers Compensation insurance in statutory amounts, (ii) Employer Liability coverage with limits of not less than \$500,000 per accident and policy limit, and (iii) Commercial Auto Liability insurance with a minimum of \$1,000,000 combined single limit for bodily injury and property damage. Said policies shall contain a waiver of subrogation in favor of each of the other Owners. Furthermore, if Woodmen hires contractors to perform the Parking Structure Work, Woodmen will require such contractor (and its subcontractors) to provide similar insurance coverages with limits as referenced herein with each Owner added as an additional insured under the contractor's liability policies.

ARTICLE V.

CASUALTY AND EMINENT DOMAIN

Section 5.01. Casualty.

The following provisions shall apply to damage from any cause to buildings or other improvements within the Development:

- (a) If any of the buildings located on any Parcel is damaged or destroyed by fire or any other cause, as soon as reasonably possible, but not later than sixty (60) days after such occurrence, the Owner of such building shall cause to commence either; (i) the repair, restoration, or rebuilding of the building so damaged or destroyed, or (ii) the razing of any damaged building, the filling of any excavation, and performance of any other work necessary to put such portion of the Development in a clean, sightly and safe condition. All such work shall be performed to the greatest extent possible without undue interference or interruption of the business activities of the other Owners in the Development.
- (b) In the event any Common Areas improvements are damaged or destroyed, subject to the terms of any mortgage or insurance affecting the Parcel, within twenty (20) days, the Owner of the Parcel to which such damage has occurred shall cause to commence the repair, restoration or rebuilding of the Common Areas improvements to the extent necessary to restore the area to its previously improved condition and restore such other areas to the extent necessary to avoid interference with business operations and the remaining Common Areas of the Development and to adhere to any required parking ratios required by law and as set forth herein. All such work shall be performed to the greatest extent possible without undue interference or interruption of the business activities of the other Owners in the Development.

Section 5.02. Casualty Insurance.

In order to assure performance of their respective obligations under Section 5.01, the Owners of the respective Parcels shall cause fire, extended coverage and other casualty insurance coverage against any "cause of loss" as is deemed commercially reasonable, to be carried on all buildings and improvements on their respective Parcels (including any Common Area improvement's on their respective parcels) in an amount not less than the replacement cost of such improvements, and in amounts at least sufficient to avoid the effect of any co-insurance provisions of such policies. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in Section 4.02.

Section 5.03. Eminent Domain.

- (a) In the event the whole or any part of the Development shall be taken by right of eminent domain or any similar authority of law (a "Taking"), subject to the terms of any mortgage affecting the Development, the entire award for the value of the land and improvements so taken shall belong to the Owner of the property so taken or to such Owner's mortgagees or tenants, as their interest may appear, and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement. Any Owner of a Parcel which is not the subject of a taking may, however, file a collateral claim with the condemning authority over and above the value of the land being so taken to the extent of any damage suffered by such Owner resulting from the severance of the land or improvements, or the right of use of such land and improvements, so taken if such claim shall not operate to reduce the award allocable to the Parcel taken. In the event of a partial

Taking, the Owner of the portion of the Development so taken shall restore the improvements located on the Common Areas of the Owner's parcel as nearly as possible to the condition existing prior to the Taking without contribution from any other Owner and any portion of any condemnation award necessary therefore shall be held in trust and applied for such purpose, including but not limited to replacement of any lost parking spaces. In the event of any such partial Taking the Common Area maintenance and expense allocations shall be recalculated to reflect the effect of the partial Taking.

- (b) Any awards made in an eminent domain proceeding for "loss of use" or for "loss of business opportunity" shall belong to the Owner of the Parcel affected by the Partial or Complete Taking and no other Owner shall have a right to claim any portion of such award by virtue of any interest created by this Agreement.

ARTICLE VI.

REMEDIES

Section 6.01. Self Help; Lien Rights; Disputes.

- (a) If any Owner shall default in the performance of an obligation of such Owner (such Owner being herein called a "Defaulting Owner"), which default affects the Owner of another Parcel or any occupant thereof (an "Affected Party"), such Affected Party, in addition to all other remedies it may have at law or in equity, after ten (10) days prior written notice (or in the event of an emergency after such notice as is practical under the circumstances) to the Defaulting Owner and any First Mortgagee ("First Mortgagee" shall herein mean any lender which holds a required first priority mortgage or trust deed on any Parcel), shall have the right to perform such obligation on behalf of the Defaulting Owner, subject to the dispute provisions of Section 6.06.
- (b) In the event of a default in performance of an obligation, the Defaulting Owner shall promptly reimburse and does hereby agree to indemnify and hold the Affected Party harmless for the cost thereof, together with interest thereon from the date of outlay at an interest rate equal to the lesser of (i) four percent (4%) in excess of the prime lending rate charged by Citibank, N.A. for commercial loans to its most preferred commercial customers or (ii) 12% per annum, whichever is less.
- (c) Any such claim for reimbursement, together with interest thereon as aforesaid, if not immediately paid by the Defaulting Owner, shall be secured by a lien on the Parcel and improvements thereon owned by the Defaulting Owner, which lien shall be effective upon the recording of a notice thereof in the Office of the Clerk or Registrar of the County in which the Development is located. The lien shall be subordinate to any first mortgage or deed of trust now or hereafter affecting the subject Parcel (a "First Mortgage") and to the interest of any party who has purchased the Parcel and leased it back to the preceding Owner, or its subsidiary or affiliate, on a net lease basis with the lessee assuming all

obligations thereunder in what is commonly referred to as a "sale leaseback" transaction (a "SL Lease"); and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any such First Mortgage or assignee of such SL Lease shall take title subject only to liens thereafter accruing pursuant to this Section 6.01.

Section 6.02. Injunctive and Other Remedies.

In the event of a breach by any Owner of any obligation of this Agreement, and after the expiration of the notice and cure periods, the other Owners shall be entitled to obtain an injunction specifically enforcing the performance of such obligation; the Owners hereby acknowledge the inadequacy of legal remedies and the irreparable harm which would be caused by any such breach, and/or to relief by other available legal and equitable remedies from the consequences of such breach. Any action taken or document executed in violation of this Agreement shall be void and may be set aside upon the petition of the other Owners of portions of the Development. Any costs and expenses of any such proceeding, including attorney's fees in a reasonable amount, shall be paid by Defaulting Owner and, if recorded without effective Dispute as provided in Section 6.06, shall constitute a lien against the land, and improvements thereon, or the interests therein, until paid.

Section 6.03. Non Waiver.

No delay or omission of any Owner in the exercise of any right accruing upon any default of any other Owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. Except as otherwise specifically provided in this Agreement, (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement and (ii) all remedies at law or in equity shall be available.

Section 6.04. Non Terminable Agreement.

No breach of the provisions of this Agreement shall entitle any Owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have hereunder by reason of any breach of the provisions of this Agreement. No breach of the provisions of this Agreement shall defeat or render invalid any deed of trust made in good faith for value covering any part of the Development, and any improvements thereon.

Section 6.05. Force Majeure.

In the event any Owner or other party shall be delayed or hindered in or prevented from the performance of any act required to be performed by such party by reason of Acts of God, strikes, lockouts, unavailability of materials, failure of power, prohibitive governmental laws or regulations,

riots, insurrections, the act or failure to act of the other party, adverse weather conditions preventing the performance of work as certified to by an architect, war or other reason beyond such party's control, then the time for performance of such act shall be extended for a period equivalent to the period of such delay which time period shall not normally exceed sixty (60) days. In the event of any of the afore described events, the Owner required to perform shall immediately send notice to the other Owners that the required performance may be delayed subject to the terms of this provision. Lack of adequate funds or financial inability to perform shall not be deemed to be a cause beyond the control of such party.

Section 6.06. Dispute.

In the event of any dispute between the Owners as to the necessity of any required action, or the propriety of any action taken by any of the Owners, or any action not appropriately taken by any of the Owners, or the appropriate cost or expense of any action if the action is subject to reimbursement by the other Owners, or any other claims or dispute under this Agreement ("Dispute") the Owner disputing the action ("Disputing Owner") shall notify the other Owners in writing as to the nature of any such Dispute within thirty (30) days of any notice of default, claim or lien sent by any other Owner. The notice of default, claim or lien shall be subject to the rights of the Disputing Owner in all respects and no lien or notice thereof shall become effective until the judicial determination of such Dispute or settlement agreed to by the Owners. Any costs and expenses of any litigation determining such Dispute, including attorney's fees and fees of collection in a reasonable amount, shall be paid by the non-prevailing Owner or Owners. Notwithstanding the foregoing, if an emergency exists or if the failure to take any action might subject an Owner to fine or prosecution for a crime or constitute a default under any mortgage or deed of trust, the Owner whose Parcel is so affected shall have the right prior to adjudication of the dispute as aforesaid to take reasonable steps so as to protect its position, the propriety of which as well as the reimbursement of the resulting costs shall be borne by the non-prevailing Owner or Owners.

ARTICLE VII.

TERM

Section 7.01. Term

The duration of this Agreement and the easements, rights, obligations and liabilities created hereby shall be for an initial period of 50 years, commencing as of the date of October 20, 1997, and shall automatically be extended thereafter for seven (7) additional periods of seven (7) years each, unless the Owners shall mutually decide to terminate this Agreement and these easements prior to that time. Thereafter, the Owners may further extend this Agreement or in the alternative shall have the right to reserve similar parking allocations on the Property among the parties consistent with the terms in this Agreement and to have access to their respective Parcels. The easements, rights,

obligations and liabilities created hereby shall run with the land for the benefit and burden of the respective Parcels.

ARTICLE VIII.

EFFECT OF INSTRUMENT

Section 8.01. Mortgage Subordination.

Any mortgage or deed of trust affecting any portion of the Development shall at all times be subject and subordinate to the terms of this Agreement, except to the extent expressly otherwise provided herein, and any party foreclosing any such mortgage or deed of trust, or acquiring title by deed in lieu of foreclosure or trustee's sale shall acquire title subject to all of the terms and provisions of this Agreement, subject to Section 6.01. Each party hereto represents and warrants to the other parties that there is no presently existing mortgage or deed of trust lien on its Parcel, other than mortgage or deed of trust liens that are expressly subordinate to the lien of this Agreement.

Section 8.02. Binding Effect.

Every agreement, covenant, promise, undertaking, condition, easement, right, privilege, option and restriction made, granted or assumed herein, as the case may be, by either party to this Agreement is made by such party not only personally for the benefit of the other party hereto but also as Owner of a portion of the Development and shall constitute equitable servitude on the portion of the Development owned by such party appurtenant to and for the benefit of the other portions of the Development. Any transferee of any part of the Development shall automatically be deemed, by acceptance of the title to any portion of the Development, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in its Parcel, and to have agreed with the then Owner or Owners of all other portions of the Development to execute any and all instruments and to do any and all things reasonably required to carry out the intention of this Agreement. Any transferor shall, upon the completion of such transfer, be relieved of all further liability under this Agreement except liability with respect to matters that may have arisen during its period of ownership of the portion of the Development so conveyed that remain unsatisfied or unresolved.

Section 8.03. No-Dedication.

Except as specifically provided herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Development to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto and their successors and assigns that nothing in this Agreement, expressed or implied, shall confer upon any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement.

Section 8.04. Responsibility.

Notwithstanding anything to the contrary contained in this instrument, each party to this Agreement shall be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereunder only to the extent of its respective interest in the land and improvements on the each of the Parcels respectively.

ARTICLE IX.

NOTICES

Section 9.01. Notices.

Any notice, report or demand required, permitted or desired to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes if it is mailed by registered or certified mail, return receipt requested, to the respective parties addressed as follows, or to such other addresses as the parties may from time to time designate by like notice, on the third business day following the date of such mailing:

If to Woodmen:

2733 E. Parleys Way, Suite #300
Salt Lake City, Utah 84109
Fax: (801) 485-0209

If to Chick-fil-A:

5200 Buffington Road
Atlanta, Georgia 30349
Attn: Legal Department
Fax: (404) 305-4780

If to Homestead:

Extended Stay Hotels
Attn: Legal Department
100 Dunbar Street
Spartanburg, SC 29306
Fax: (864) 573-1665

ARTICLE X.

ESTOPPEL CERTIFICATES

Section 10.01. Estoppel Certificates.

At the request of any Owner hereto the other two Owners shall, within twenty (20) days of written request, deliver a certificate to the requesting Owner, or any party designated by the requesting Owner, including any potential purchaser, tenant or mortgagee of the requesting Owner's Parcel, stating that this Agreement is in full force and effect, and has not been modified, and that the other two Owners' Parcels are in compliance with its terms and are not in default under the Agreement in any respect (or if such is not the case specifically stating such deficiency). The Owner of each Parcel acknowledges that the timely delivery of such certificate may be necessary and crucial in connection with a pending transaction related to the respective Parcel and/or the Development and it agrees that if it fails or refuses to furnish such a certificate within such twenty (20) day period, it will be conclusively presumed to have certified the accuracy of the factual matters set forth in such certificate.

ARTICLE XI.

MISCELLANEOUS

Section 11.01. Miscellaneous.

- (a) If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (b) This Agreement shall be construed in accordance with the laws of the State of Utah.
- (c) The Article headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.
- (d) Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.
- (e) This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
- (f) This Agreement may be amended, modified, or terminated at any time by a declaration in writing, executed and acknowledged by all the parties to the Agreement or their successors or assigns; this Agreement shall not be otherwise amended, modified or terminated during the term hereof.

- (g) This Agreement and the easement rights created herein shall not be destroyed or modified by the doctrine of merger. Woodmen intends that the easement rights and obligations created hereby are for the mutual benefit and obligation of the Parcels comprising the Development regardless of who actually may own any or all of the individual Parcels.
- (h) The term "Effective Date," as used herein, shall mean that last date on which this Agreement is executed by all Owners.
- (i) This Agreement may be executed in one or several counterparts, which taken together shall constitute the whole of the Agreement.

[Signatures on following pages.]

IN WITNESS WHEREOF, the party named below has caused this Agreement to be executed as of the date indicated below its signature.

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: [Signature]
Its: Vice President

By: [Signature]
Its: Secretary

Date: 2/2/2011

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

On the 2nd day of February, 2011, before me personally appeared Jeffrey K WOODBURY and U. Randall Wood, to me personally known, who being by me duly sworn did say that they are the VP and Sec. 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.

[Signature]
Notary Public
DEBORA MART SIEGENDORF
Commission #580071
My Commission Expires
September 19, 2013
State of Utah
Notary Public

IN WITNESS WHEREOF, the party named below has caused this Agreement to be executed as of the date indicated below its signature.

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

By: WDR

Its: Vice President and Secretary

Date: 2/4/2011

STATE OF South Carolina
COUNTY OF Spartanburg : ss.

On the 4 day of February, 2011, before me personally appeared William D. Rahm and Secretary, known to me to be the Vice President 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 persons 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

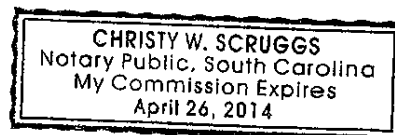


EXHIBIT A

RESTAURANT PARCEL LEGAL DESCRIPTION

Lot 1 of Homestead Village, according to the official plat thereof recorded as Entry #6766976, Book 97-10P, Page 316 of the official records of Salt Lake County, Utah.



EXHIBIT B

HOTEL PARCEL LEGAL DESCRIPTION

Lot 2 of Homestead Village, according to the official plat thereof recorded as Entry #6766976, Book 97-10P, Page 316 of the official records of Salt Lake County, Utah.

EXHIBIT C

PARKING PARCEL LEGAL DESCRIPTION

AMENDED LOT 3 HOMESTEAD VILLAGE DESCRIPTION

A PARCEL OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S.00°01'00"E. ALONG THE MONUMENT LINE OF 1300 EAST STREET 340.12 FEET AND S.89°59'00"W. 71.97 FEET AND S.89°38'00"W. 215.54 FEET FROM THE INTERSECTION OF THE MONUMENT LINE OF 2100 SOUTH STREET WITH THE MONUMENT LINE OF 1300 EAST STREET, SAID POINT OF INTERSECTION BEING S.89°58'50"E. 41.81 FEET FROM A FOUND SALT LAKE CITY BRASS CAP MONUMENT IN 2100 SOUTH STREET, THENCE SOUTH 89°38'00" WEST 56.17 FEET; THENCE NORTH 00°08'55" WEST 14.02 FEET; THENCE SOUTH 89°52'18" WEST 133.65 FEET; THENCE NORTH 00°08'17" WEST 129.04 FEET; THENCE NORTH 89°51'43" EAST 134.67 FEET; THENCE SOUTH 00°00'09" EAST 20.36 FEET; THENCE NORTH 89°58'08" EAST 55.09 FEET; THENCE SOUTH 00°00'00" EAST 71.17 FEET; THENCE EAST 0.41 FEET; THENCE SOUTH 00°00'00" EAST 51.22 FEET TO THE POINT OF BEGINNING. CONTAINS 24,141 SQUARE FEET OR 0.55 ACRES.

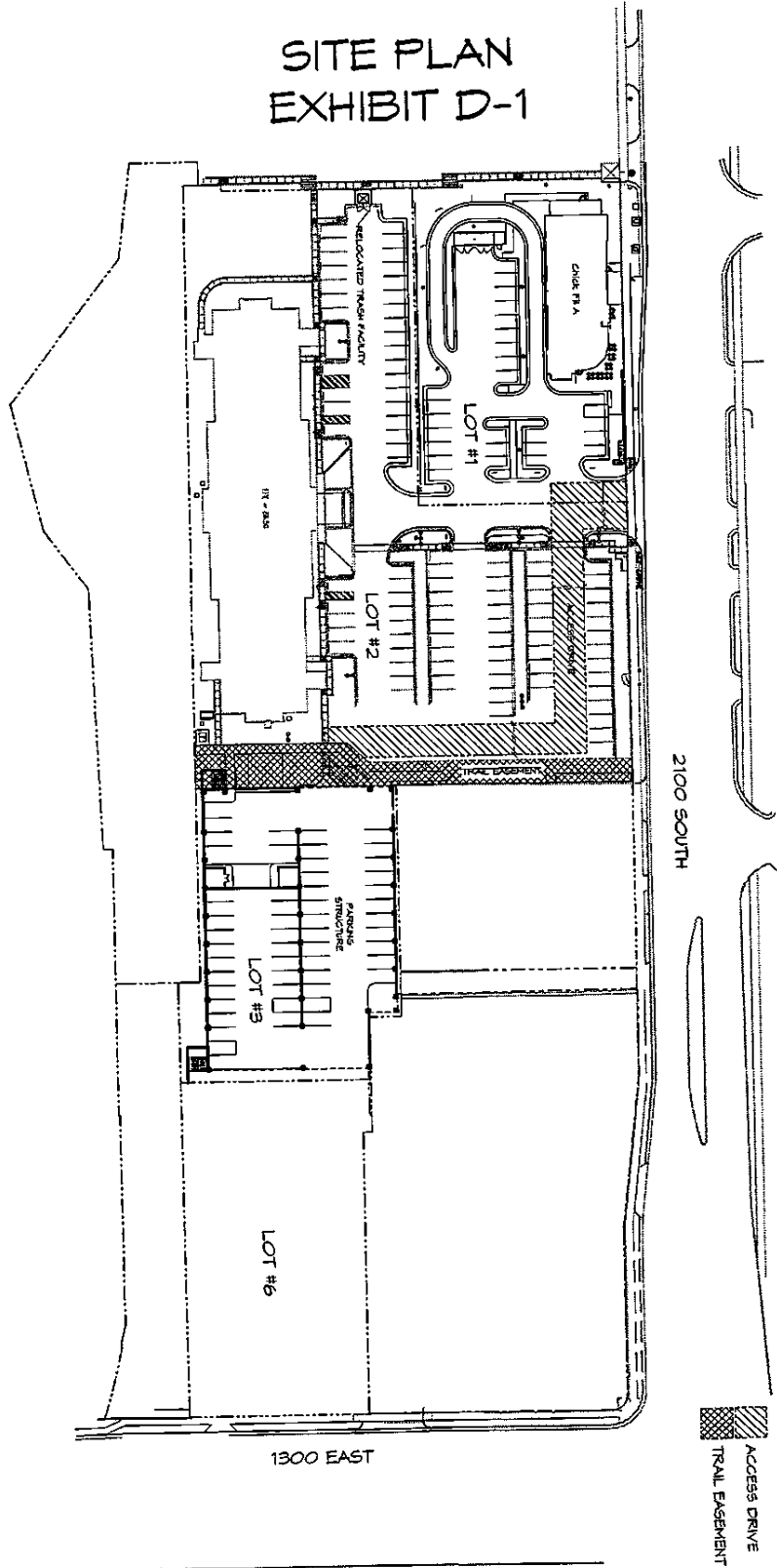


**EXHIBIT D-1
SITE PLAN**

(See Attached)

aw
Q

SITE PLAN EXHIBIT D-1



ACCESS DRIVE
TRAIL EASEMENT

LEGEND



Handwritten signature or initials in the bottom right corner of the page.

EXHIBIT D-1a

INGRESS AND EGRESS EASEMENT FROM 2100 SOUTH

AN INGRESS AND EGRESS ACCESS EASEMENT SITUATE IN THE NORTHEAST QUARTER OF SECTION 20, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS A SALT LAKE CITY BRASS CAP MONUMENT AT THE INTERSECTION OF DOUGLAS AVENUE AND 2100 SOUTH; THENCE WEST A DISTANCE OF 233.34 FEET AND SOUTH 46.61 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°35'33" EAST 30.00 FEET; THENCE SOUTH 00°24'27" WEST 28.56 FEET; THENCE NORTH 89°52'45" EAST 145.07 FEET; THENCE SOUTH 00°03'51" EAST 145.99 FEET; THENCE EAST 19.38 FEET; THENCE SOUTH 00°08'17" EAST 20.00 FEET; THENCE WEST 39.40 FEET; THENCE NORTH 00°03'51" WEST 145.95 FEET; THENCE SOUTH 89°52'45" WEST 155.23 FEET; THENCE NORTH 00°24'27" EAST 48.84 FEET TO THE POINT OF BEGINNING. CONTAINS 7,672 SQUARE FEET OR 0.18 ACRES.

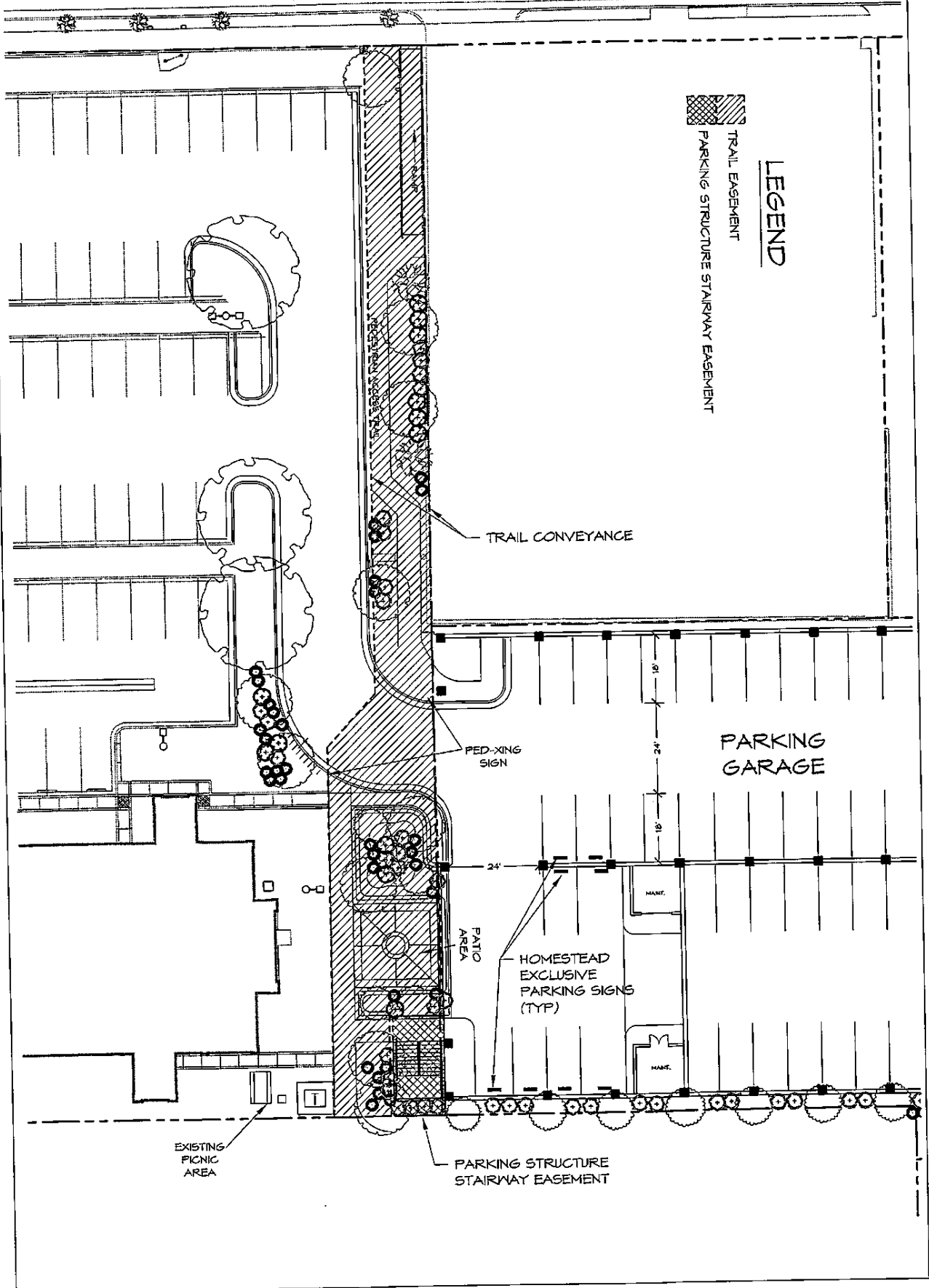


**EXHIBIT D-2
TRAIL EASEMENT**

(See Attached)

EXHIBIT D-2

2100 SOUTH



LEGEND
TRAIL EASEMENT
PARKING STRUCTURE STAIRWAY EASEMENT

PARKING GARAGE

TRAIL CONVEYANCE

PED-XING SIGN

HOMESTEAD EXCLUSIVE PARKING SIGNS (TYP)

PARKING STRUCTURE STAIRWAY EASEMENT

EXISTING PICNIC AREA

PATIO AREA

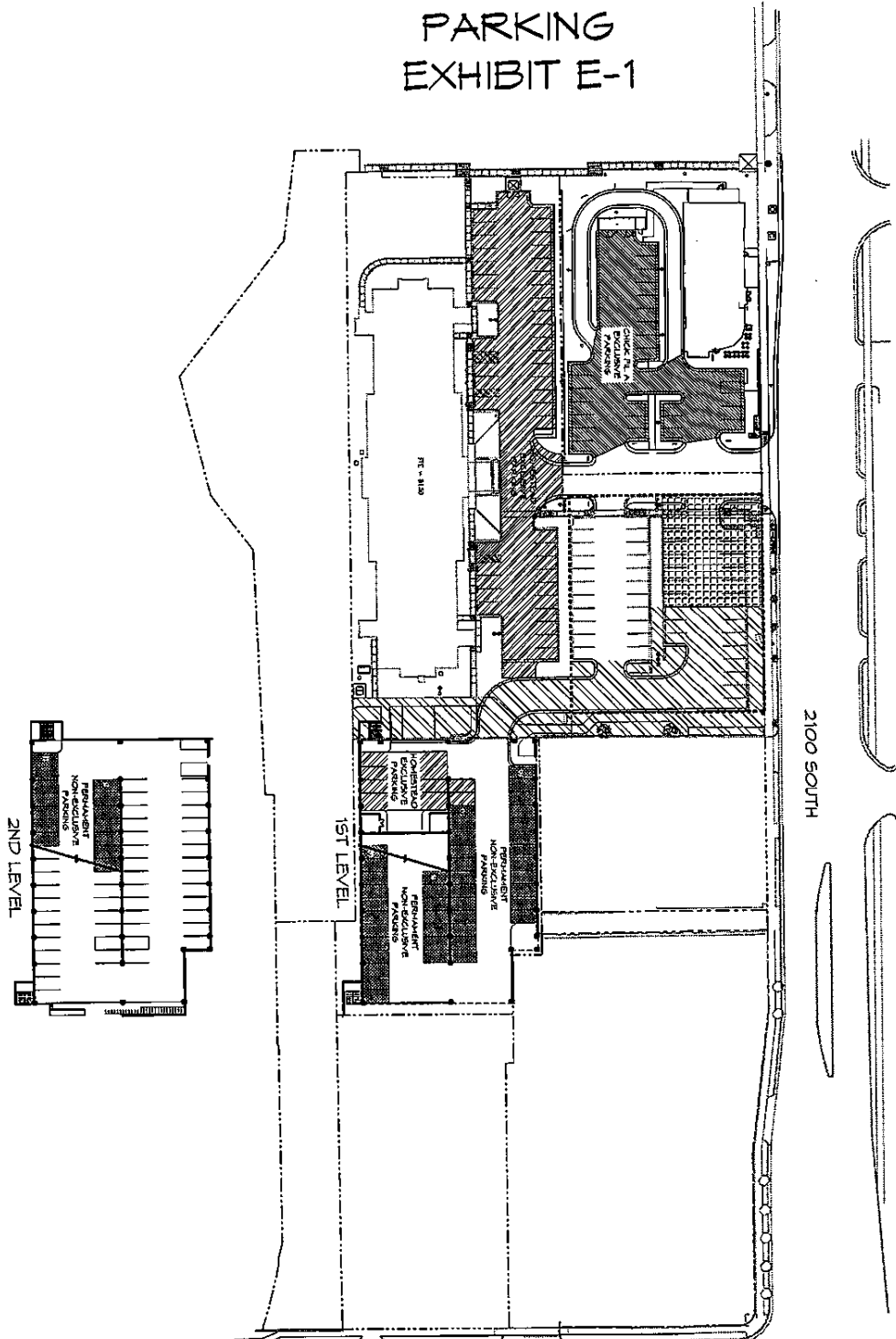
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**EXHIBIT E-1
PARKING**

(See Attached)

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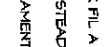
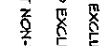
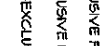
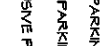
PARKING EXHIBIT E-1



2100 SOUTH

1300 EAST

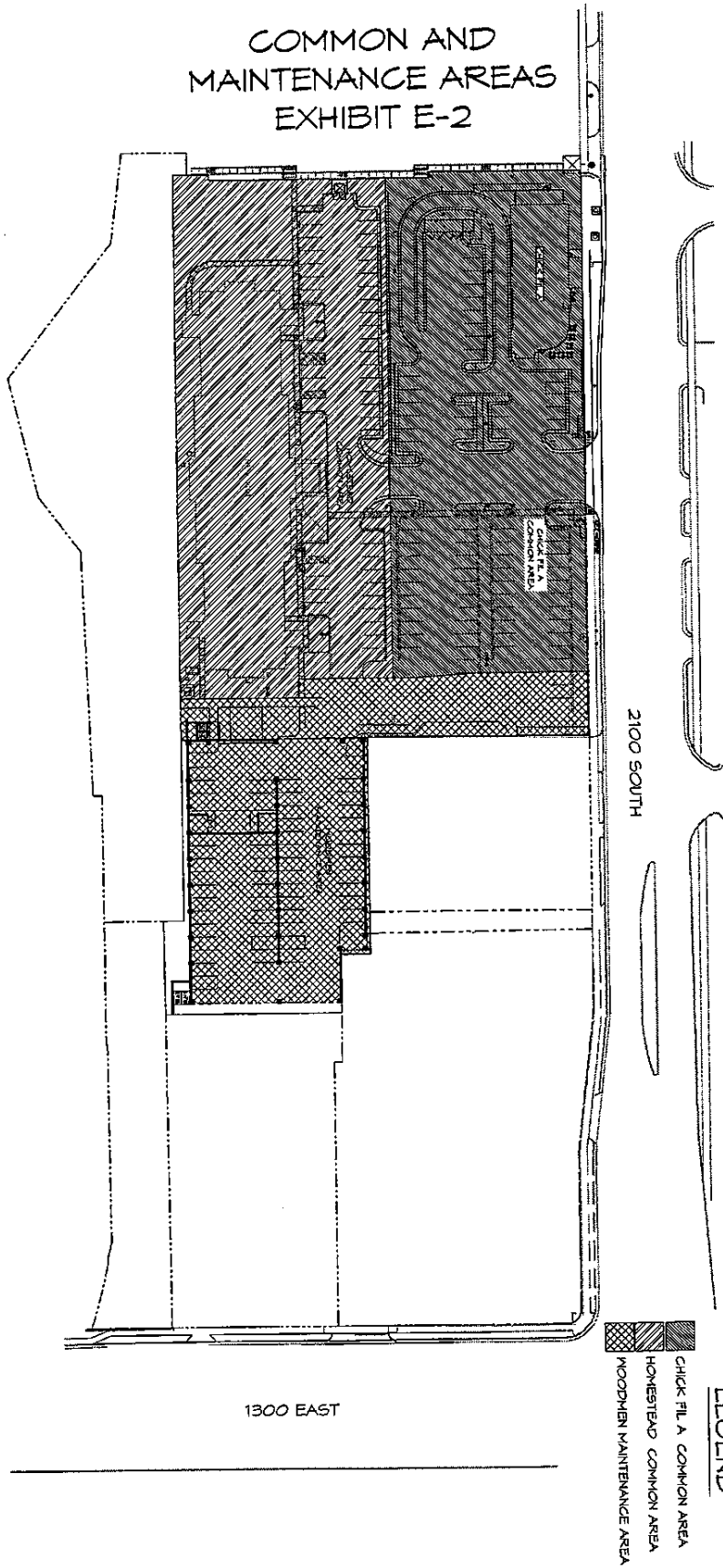
LEGEND

-  CHICK FIL A EXCLUSIVE PARKING
-  HOMESTEAD EXCLUSIVE PARKING
-  PERMANENT NON-EXCLUSIVE PARKING
-  COMMON PARKING AREA
-  CHICK FIL A STAGING AREA
-  WOODMEN STAGING AREA

Handwritten initials/signature

**EXHIBIT E-2
COMMON AND MAINTENANCE AREAS
(See Attached)**

COMMON AND MAINTENANCE AREAS EXHIBIT E-2



LEGEND

- CHICK-FIL-A COMMON AREA
- HONESTEAD COMMON AREA
- WOODMEN MAINTENANCE AREA

[Handwritten signature]

EXHIBIT F
PROHIBITED USES

Pet store.

Video, pinball, game room and/or amusement arcade, or other similar entertainment facility or billiard hall or bowling alley.

Nursery.

Manufacturing or warehousing.

Night club, discotheque, arcade, or like establishment.

Medical or health facility, radiation, treatment facility, methadone or other drug-related clinic, abortion clinic, or for any practice conducted in or through the format of a clinic.

Schools, except for higher education institutions such as Westminster College.

Employment or placement agency.

Messenger service.

Health club, which for the purposes of this Lease shall mean any club, center, or business which shall permit massages, baths, exercise, dance, Nautilus, or like machinery to be used on premises.

On premises dry-cleaning store.

Coin-operated laundry.

Off-track betting or other gambling facility.

Public stenography or telephone, mail or secretarial service.

Funeral Parlor.

Spiritualist services, such as fortune-telling or reading.
Flea market or bazaar.

Public vending machines.

Car Wash.

Automobile or truck storage or service.

Any business using a substantial amount of outdoor space in the Development in its regular operation, such as lumber yards or boat sales yard.

Gas station.

Liquor Store.

Movie theater or any kind of theater.

Pornographic materials.

EXHIBIT G

DEVELOPMENT PLANS

The Development Plans shall include:

PETITIONS 410-247 AND 400-96-95 as submitted by CLC Associates and Woodmen Properties L.L.C., requesting Planned Development, Plat Amendment and Minor Subdivision Approval for a proposed Hotel and Restaurant Development at 1222 East 2100 South, as approved 5/15/97 by Planning Commission of Salt Lake City Corporation, on behalf of the city of Salt Lake City, Utah; and

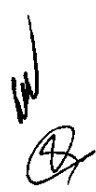
Site Development and Construction Plans for Homestead Village Sugarhouse, 2100 South and 1210 East Streets, Salt Lake City, Utah prepared under Project Number 96.056, by CLC Associates, Inc., 8480 E. Orchard Road, Suite 2000, Englewood, Colorado, 80111, as finally approved by the approval and review departments of the city of Salt Lake City, Utah.

Petition to be filed by Woodmen with respect to the Parking Structure.

PETITIONS PLNSUB2010-00183, PLNPCM2010-00184, PLNSUB2010-00185, and PLNPCM2010-00552 requesting Woodmen Mixed Use Subdivision Amendment, Conditional Building and Site Design Review, Planned Development, and Conditional Use 2110 – 2162 S 1300 East, & 1220 E 2100 South for the Woodmen Mixed Use Development as approved September 22, 2010 by Planning Commission of Salt Lake City Corporation on behalf of the City of Salt Lake City, Utah.

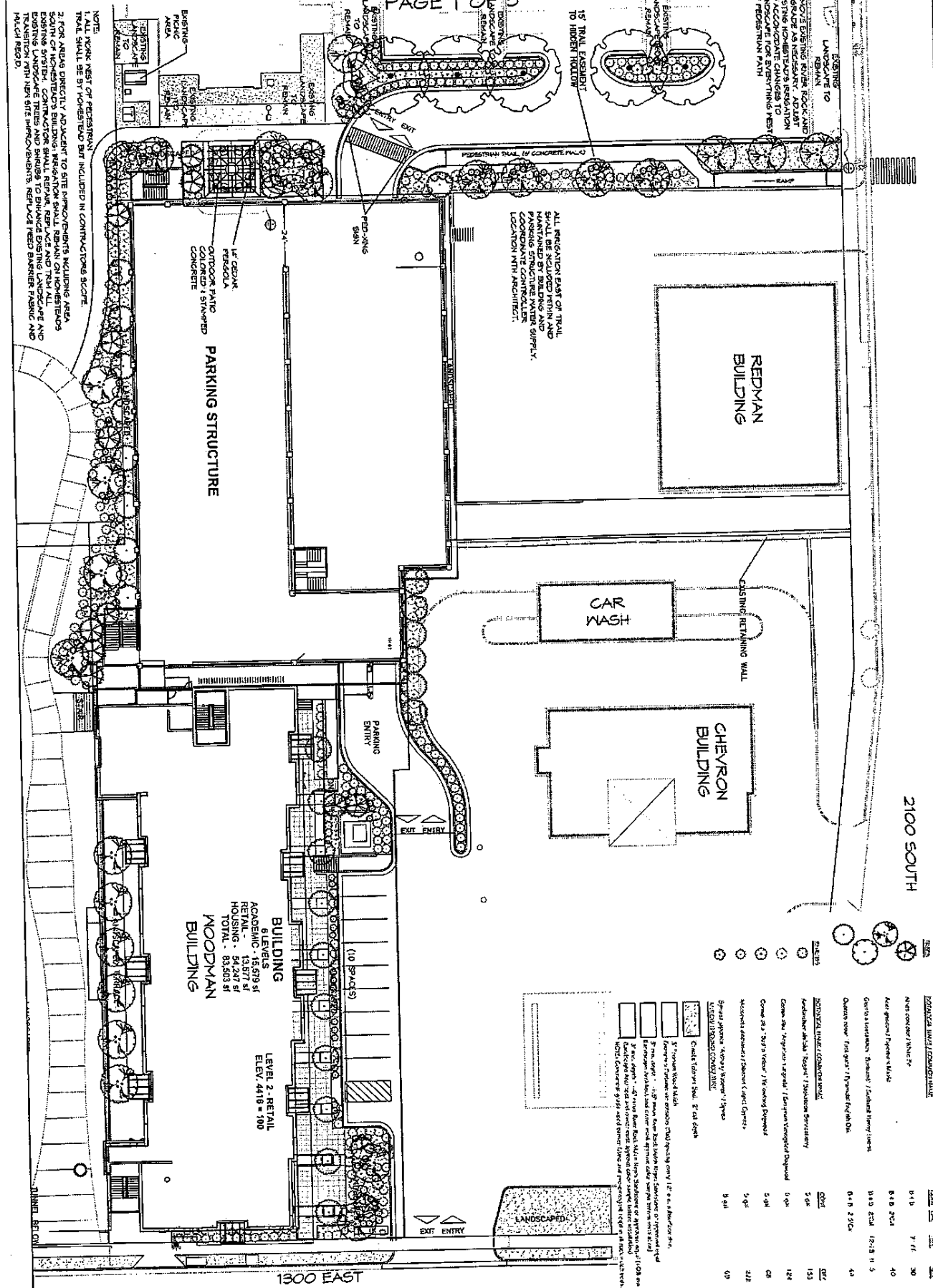
PETITION PLNSUB2010-00112 requesting Conditional Building and Site Design Review at 1206 East 2100 South for Chick-Fil-A Restaurant as approved July 14, 2010 by Planning Commission of Salt Lake City Corporation on behalf of the City of Salt Lake City, Utah.

EXHIBIT H
APPROVED CONSTRUCTION DRAWINGS
(See Attached)



APPROVED CONSTRUCTION DRAWINGS EXHIBIT H

PAGE 1 OF 3

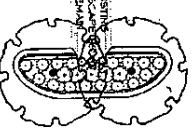


NOTE:
1. ALL WORK WEST OF PEDESTRIAN TRAIL SHALL BE STIPPLED BUT INCLUDED IN CONTRACTING SCOPE.
2. FOR AREAS DIRECTLY ADJACENT TO SITE IMPROVEMENTS INCLUDING AREAS SOUTH OF WOODMAN'S BUILDING, RELOCATION SHALL BE MADE AND TRAIL SHALL BE EXISTING STRIP. CONTRACTOR SHALL PROVIDE AND MAINTAIN EXISTING LANDSCAPE AND TRANSITION WITH NEW SITE IMPROVEMENTS. REPLACE REED BARRIER FABRIC AND PALM TREES.

ALL REGULATION PART OF TRAIL SHALL BE SOLICITED WITHIN AND MAINTAINED BY BUILDING AND PARKING STRUCTURE WATER SUPPLY. COORDINATION WITH ARCHITECT. LOCATION WITH ARCHITECT.

EXISTING LANDSCAPE TO REMAIN
REMOVE EXISTING SILVER PINE AND REPLACE AS REGULAR PINE IN POSITION TO MAINTAIN EXISTING LANDSCAPE FOR EXISTING WEST OF PEDESTRIAN PATH

1/2" TRAIL EXPOSED TO HIDDEN FOLLOW



PLANT SCHEDULE

PLANT	QUANTITY	DATE	SIZE
REDMAN BUILDING	1	11/10	7 FT.
CHEVRON BUILDING	1	11/10	20 FT.
CHEVRON BUILDING	1	11/10	40 FT.
WOODMAN BUILDING	1	11/10	120 FT. H. 5
WOODMAN BUILDING	1	11/10	250 FT.
WOODMAN BUILDING	1	11/10	40 FT.
WOODMAN BUILDING	1	11/10	153 FT.
WOODMAN BUILDING	1	11/10	128 FT.
WOODMAN BUILDING	1	11/10	222 FT.
WOODMAN BUILDING	1	11/10	40 FT.

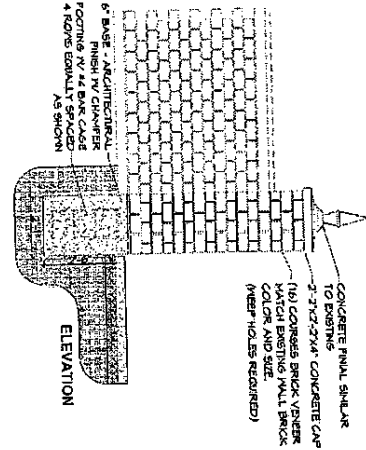
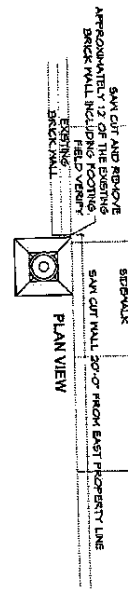
WOODMEN SITE LANDSCAPE PLAN
2100 S 1300 E
SALT LAKE CITY, UT

DATE: 11/10/17
SCALE: 1/8" = 1'-0"

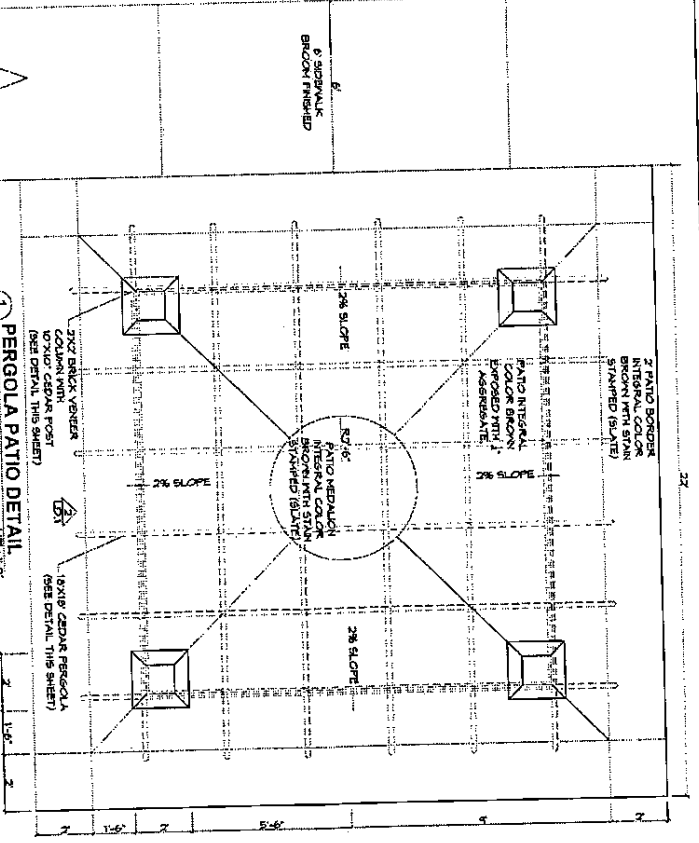
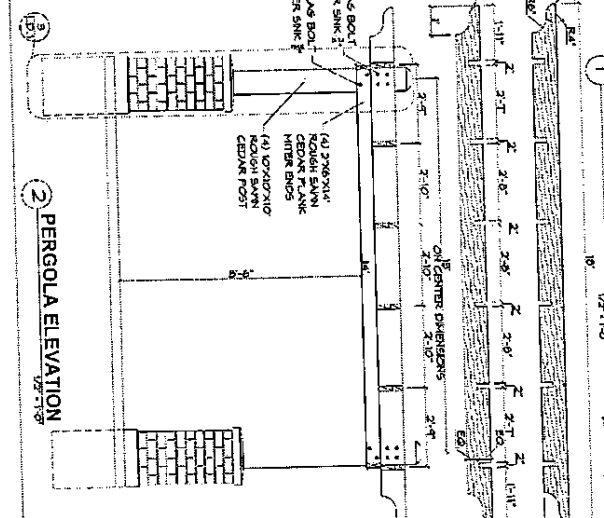
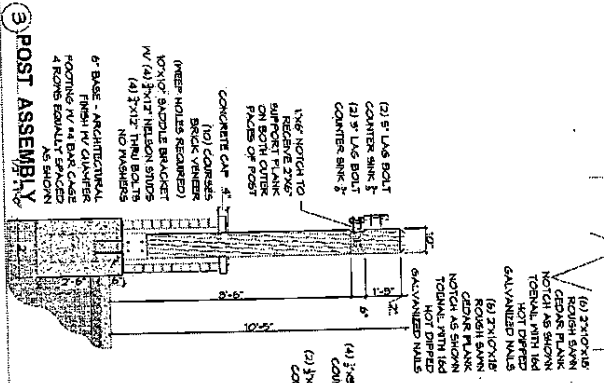
WOODBURY CORPORATION
LANDSCAPE ARCHITECTS AND DESIGNERS
1741 S. WOODBURY AND ASSOCIATES, ARCHITECTS
203 EAST PARLEY AVENUE, SUITE 300
SALT LAKE CITY, UTAH
801-466-3770

Revision	Description	Date

APPROVED CONSTRUCTION DRAWINGS EXHIBIT H
PAGE 2 OF 3



4 BRICK WALL COLUMN DETAIL
1/2" = 1'-0"



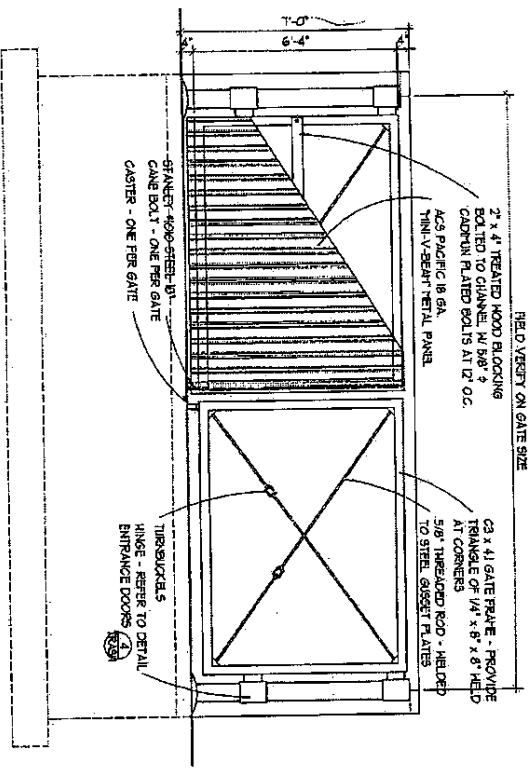
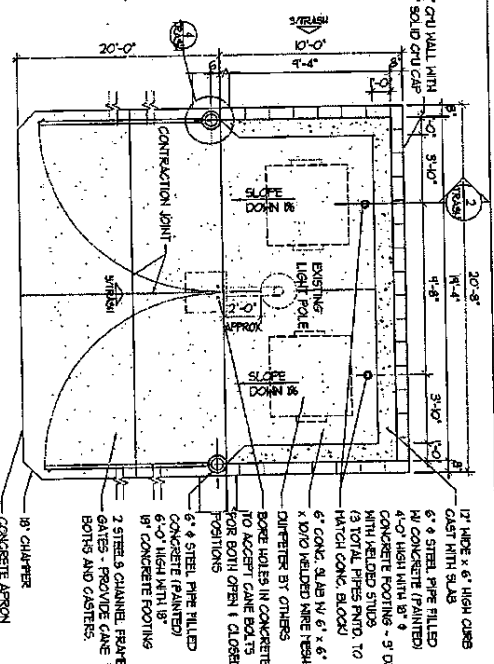
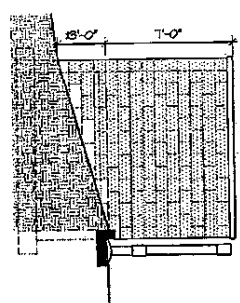
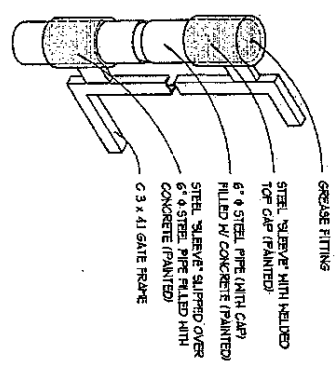
WOODMEN
SITE DETAILS
2100 S 1300 E
SALT LAKE CITY, UT

WOODBURY CORPORATION
1700 S WOODBURY AND ASSOCIATES ARCHITECTS
1235 SALT LAKE CITY BLVD, SUITE 300
SALT LAKE CITY, UT 84143
(801) 469-1100

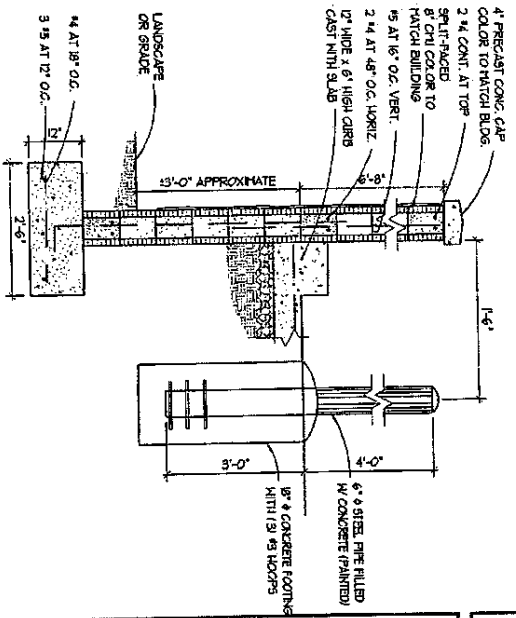
Revision	Description	Date

LP-1
1/2" = 1'-0"

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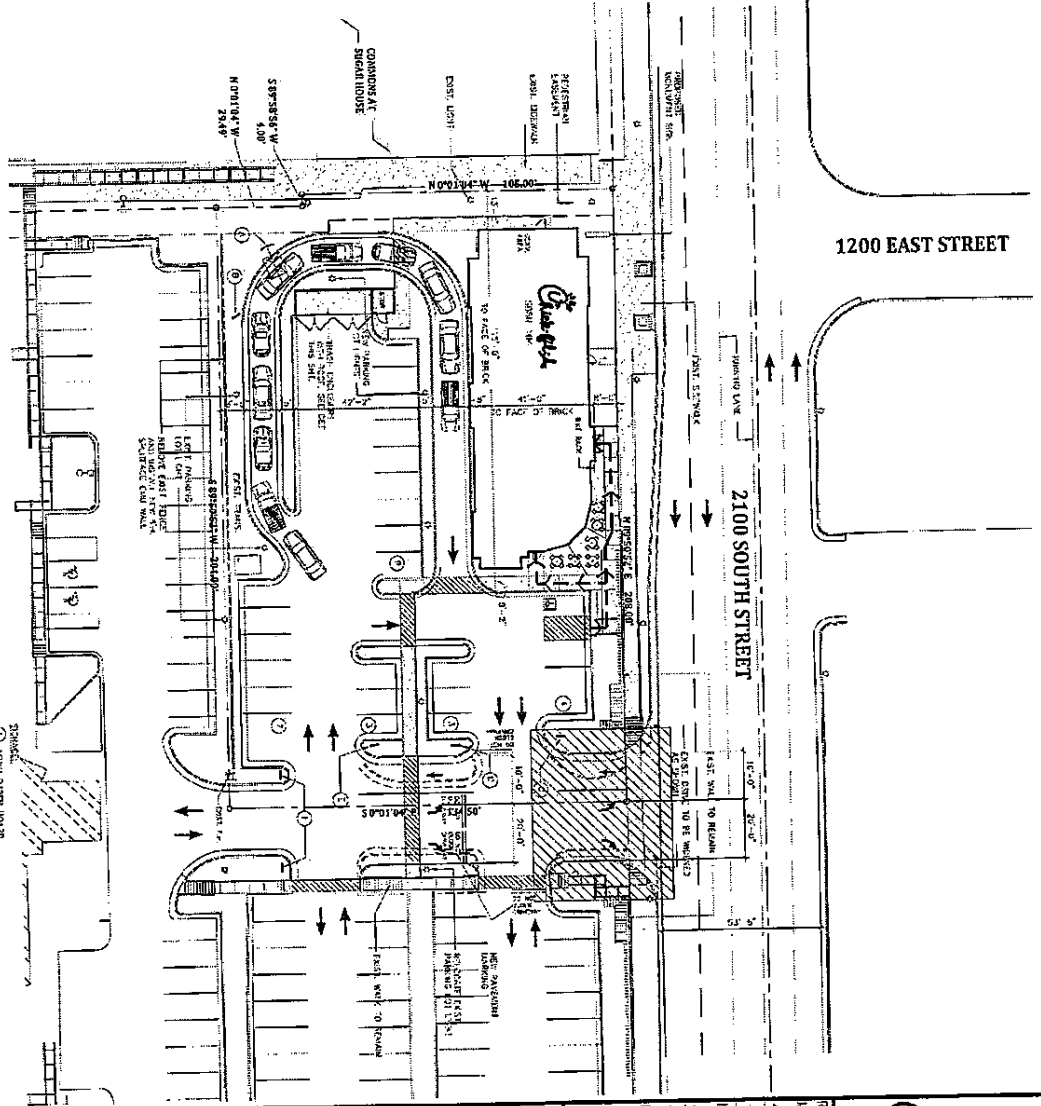


5 ELEV. TRASH ENCLOSURE 1/2\"/>



<p>WOODBURY CORPORATION 2333 EAST PARLEY WAY, SUITE 300 SALT LAKE CITY, UTAH 84102 (801) 485-7770</p>	<p>WESTMINSTER SUGARHOUSE MIXED-USE - TRASH ENCLOSURE SALT LAKE CITY, UTAH</p>	<p>LYNN B. HODGKIN AND ASSOCIATES, ARCHITECTS 2333 EAST PARLEY WAY, SUITE 300 SALT LAKE CITY, UTAH 84102 (801) 485-7770</p>
	<p>TRASH ENCLOSURE</p>	<p>DATE: 08/15/10 DRAWN BY: [unintelligible] CHECKED BY: [unintelligible]</p>

EXHIBIT I
CHICK-FIL-A SITE PLAN
(See Attached)



1 PRELIMINARY SITE PLAN



- SITE INFORMATION:
- PROJECT: CHICK-FIL-A
 - DATE: 08-22-2010
 - SCALE: AS SHOWN
 - TRUCKING SCALE: 6'-0" x 7'-0" (12'-0" MAX DIMENSION: 24'-0" x 7'-0")
 - TRUCKING SPACES: 8 SPACES
 - PARKING SPACES: 28 SPACES
 - STREET FRONTAGE: 11,600' FRONTAGE
 - EXISTING PARKING: 50

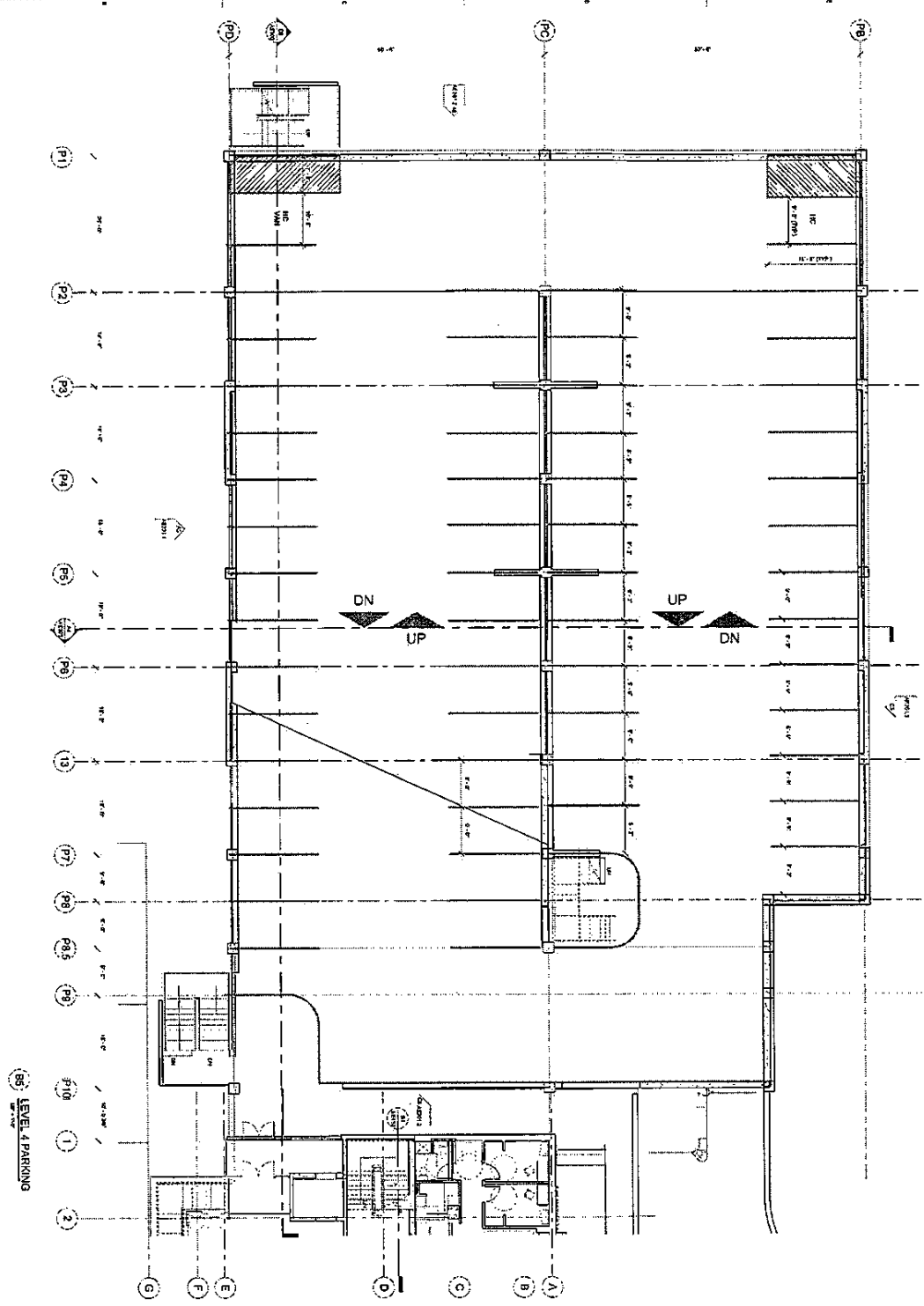
- REVISIONS:
1. DATE: 08-22-2010
 2. DATE: 08-22-2010
 3. DATE: 08-22-2010
 4. DATE: 08-22-2010
 5. DATE: 08-22-2010
 6. DATE: 08-22-2010
 7. DATE: 08-22-2010
 8. DATE: 08-22-2010
 9. DATE: 08-22-2010
 10. DATE: 08-22-2010

	<p>1206 E. 2005 S. KANSAS CITY, MO</p>	<p>PROJECT NO: 2010-2010-1</p>	<p>DATE: 08-22-2010</p>
	<p>1206 E. 2005 S. KANSAS CITY, MO</p>	<p>PROJECT NO: 2010-2010-1</p>	<p>DATE: 08-22-2010</p>
	<p>1206 E. 2005 S. KANSAS CITY, MO</p>	<p>PROJECT NO: 2010-2010-1</p>	<p>DATE: 08-22-2010</p>
	<p>1206 E. 2005 S. KANSAS CITY, MO</p>	<p>PROJECT NO: 2010-2010-1</p>	<p>DATE: 08-22-2010</p>
	<p>1206 E. 2005 S. KANSAS CITY, MO</p>	<p>PROJECT NO: 2010-2010-1</p>	<p>DATE: 08-22-2010</p>

Handwritten initials or mark.

EXHIBIT J
PARKING STRUCTURE DESIGN
(See Attached)





LEVEL 4 PARKING

WESTMINSTER SUGARHOUSE MIXED-USE
2118 South 1300 East

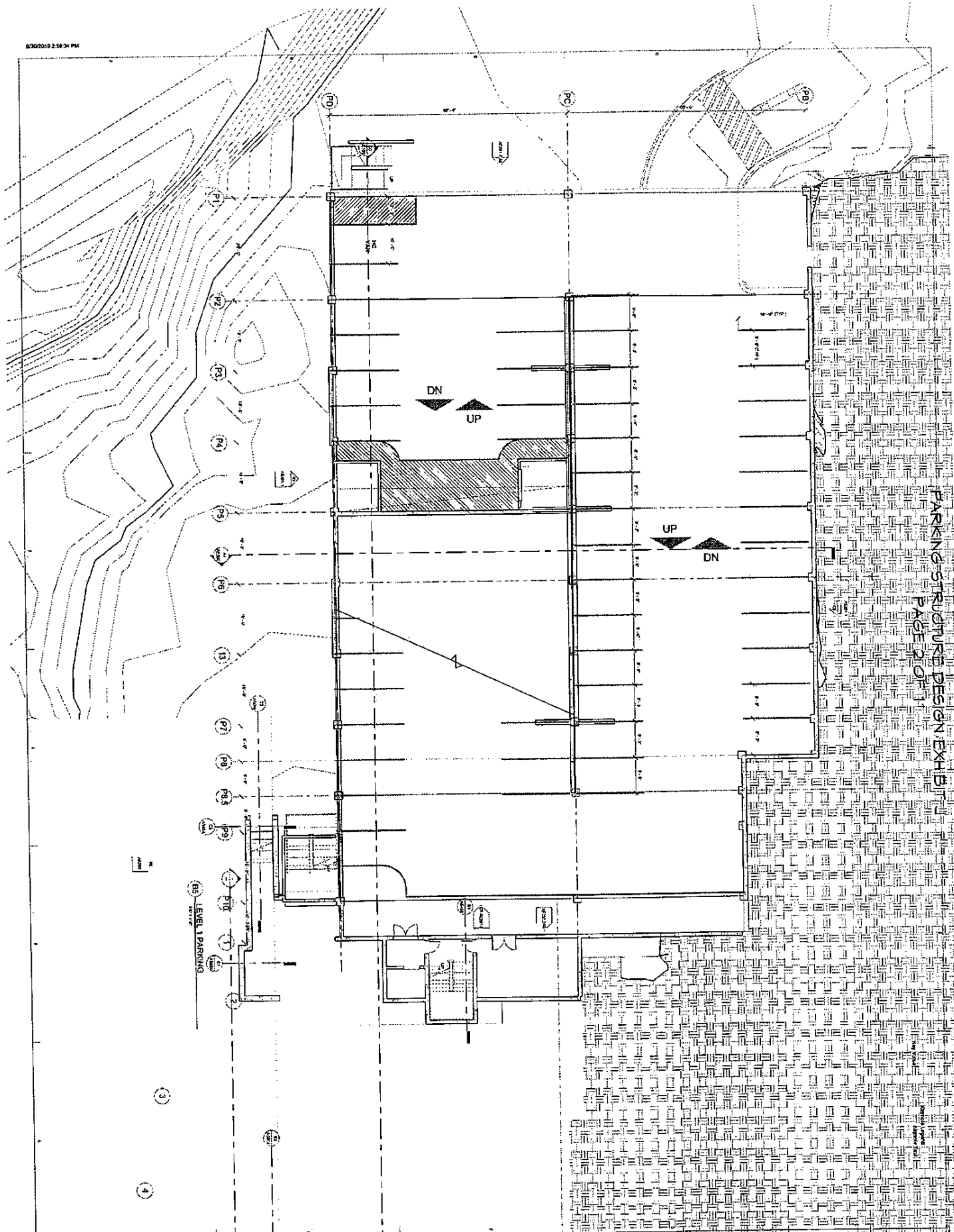


VCBO ARCHITECTURAL
1000 N. 1000 W.
SALT LAKE CITY, UTAH 84119
Tel: (801) 531-9880
Fax: (801) 531-9880
www.vcbo.com

DATE: 02/01/10
DRAWN BY: [Name]
CHECKED BY: [Name]
SCALE: AS SHOWN
PROJECT: WESTMINSTER SUGARHOUSE MIXED-USE
SHEET: AE141.1

AE141.1

8/30/2013 2:58:34 PM



PARKING STRUCTURE DESIGN EXHIBIT 1
PAGE 21 OF 1

WESTMINSTER SUGARHOUSE MIXED-USE

2118 South 1300 East

AE1111.1

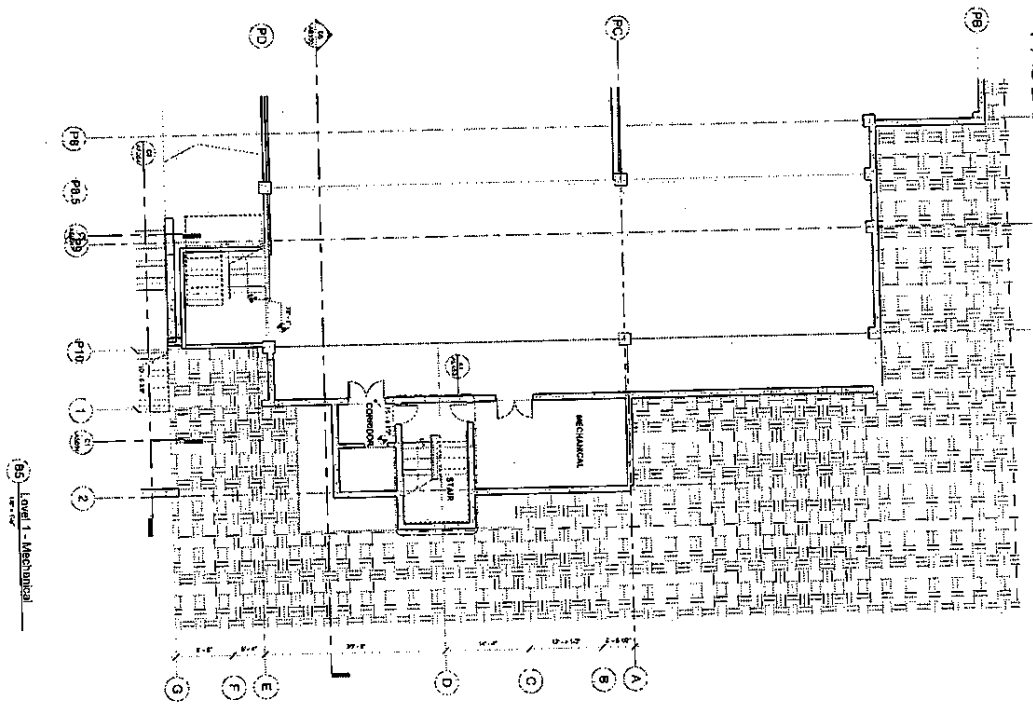
BK 9917 PG 3573

DATE: 02/05/13
 BY: Andrew Green, Designer
 CHECKED: [Signature]
 PROJECT: WESTMINSTER SUGARHOUSE MIXED-USE
 CLIENT: VECO

VECO ARCHITECTURE
 1000 SOUTH 1300 EAST
 SUITE 1000
 DENVER, CO 80202
 TEL: 303.733.1300
 FAX: 303.733.1301
 WWW.VECOARCHITECTURE.COM



[Handwritten signature]



Level 1 - Mechanical

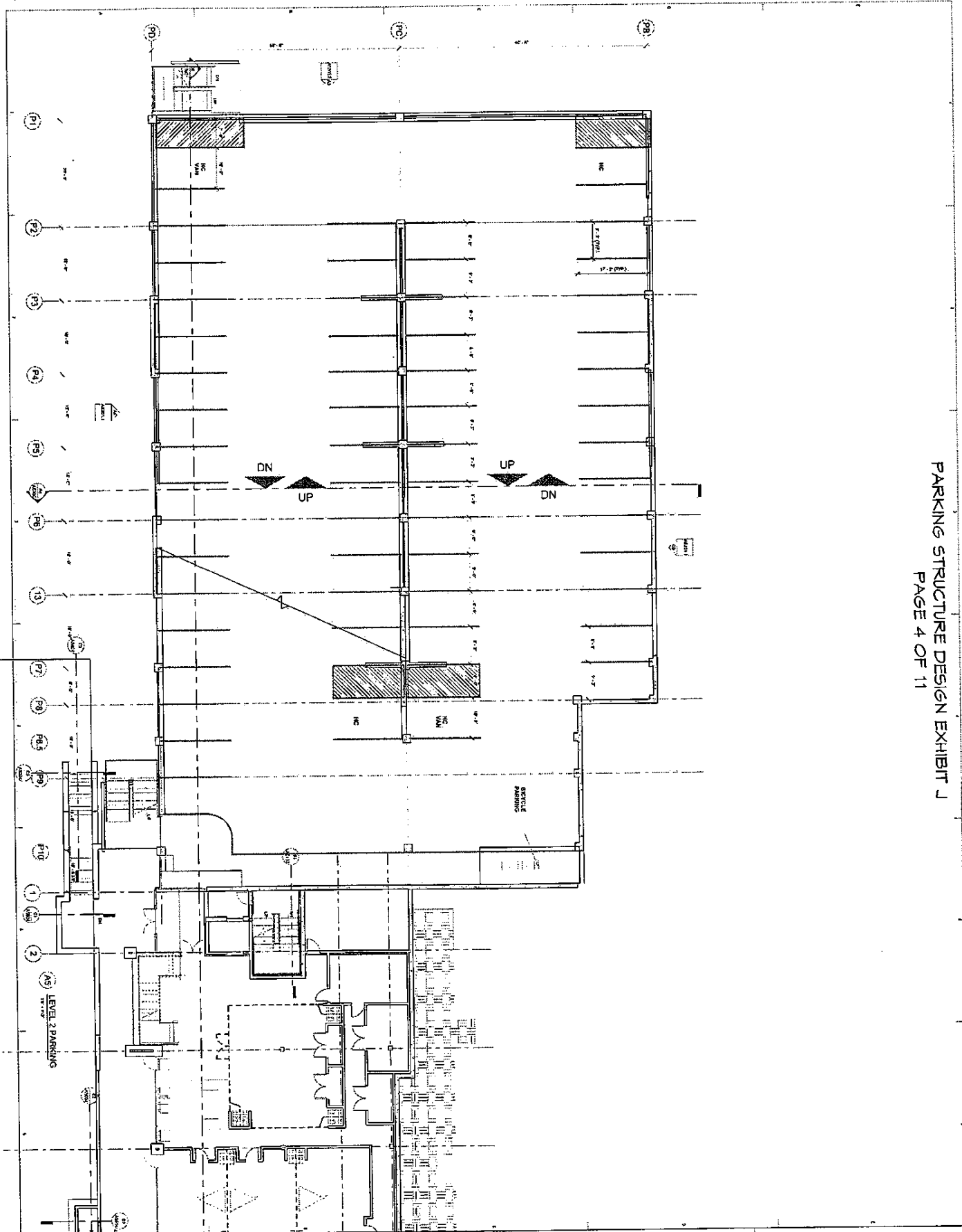
WESTMINSTER ARCHITECTURE
 2118 SOUTH 1300 EAST
 SUITE 200
 DENVER, CO 80202
 TEL: 303.733.8800
 FAX: 303.733.8805
 WWW.WESTMINSTERARCH.COM

WESTMINSTER SUGARHOUSE MIXED-USE
 2118 South 1300 East

BK 9917 PG 3574



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 [Signature]



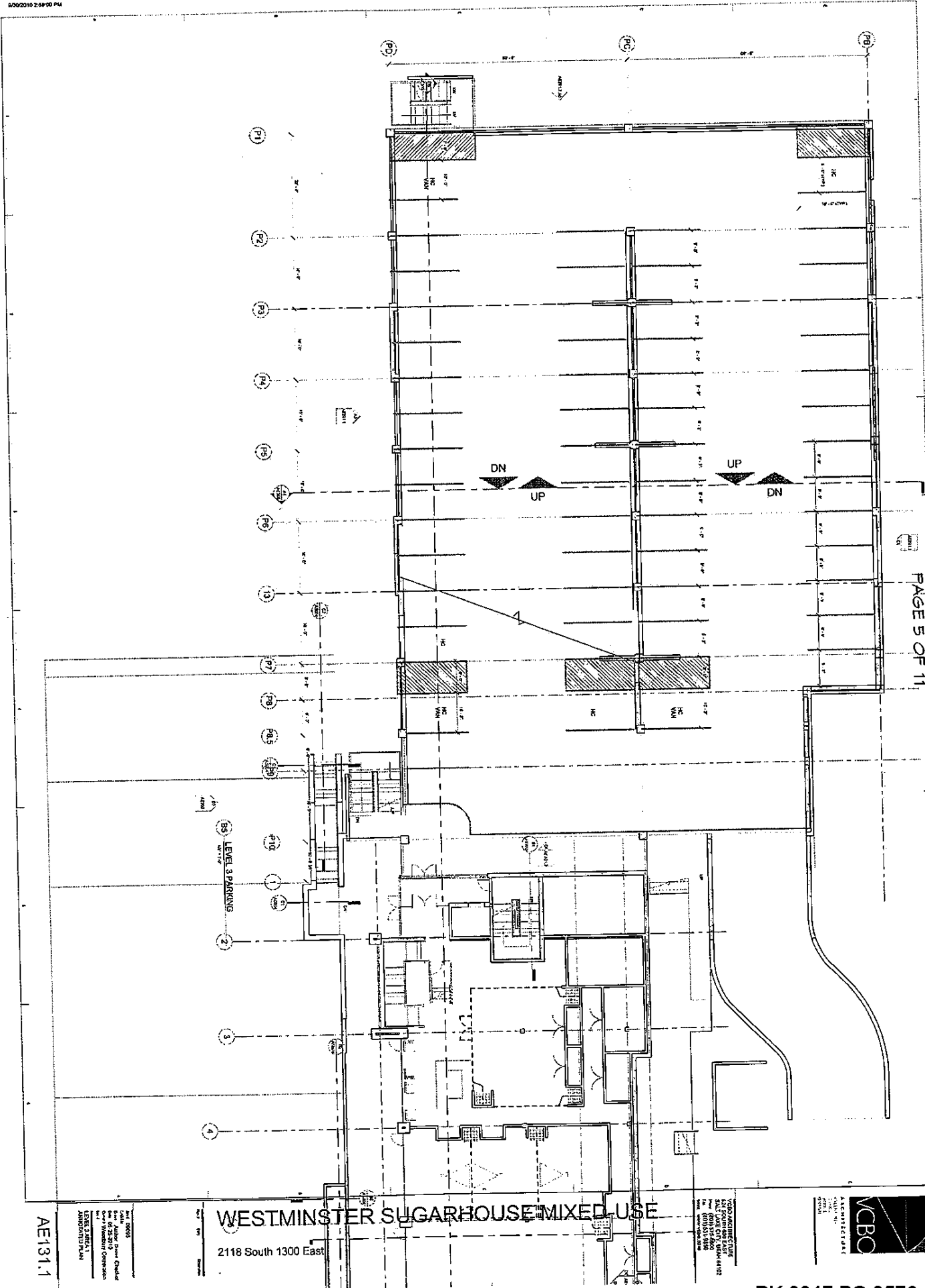
WESTMINSTER SUGARHOUSE MIXED-USE

2118 South 1300 East



AE121.1
 11/2009
 Large Guard Choke
 10/27/2010
 11/2009

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WESTMINSTER SUGARHOUSE MIXED USE

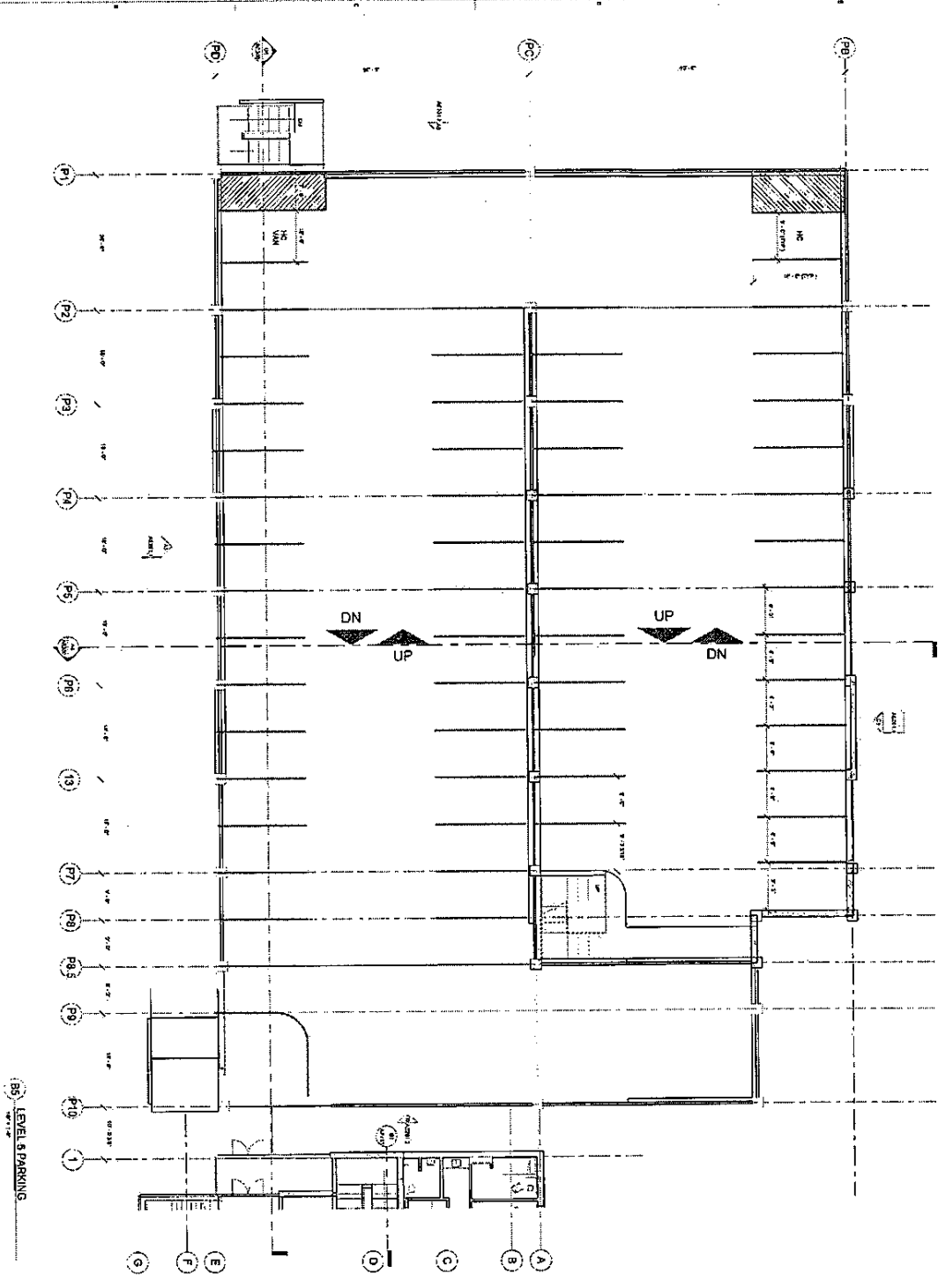
2118 South 1300 East



VCBO ARCHITECTURE
SALT LAKE CITY, UTAH 84143
PHONE: 801.533.8888
FAX: 801.533.8888
WWW.VCBOARCHITECTURE.COM

DATE: 09/03
DESIGNER: Jason G. Clark
CHECKER: Jason G. Clark
PROJECT: Westminister Commons
DRAWN BY: JAC
APPROVED BY: JAC

AE131.1



LEVEL 8 PARKING

WESTMINSTER SUGARHOUSE MIXED-USE
2118 South 1300 East

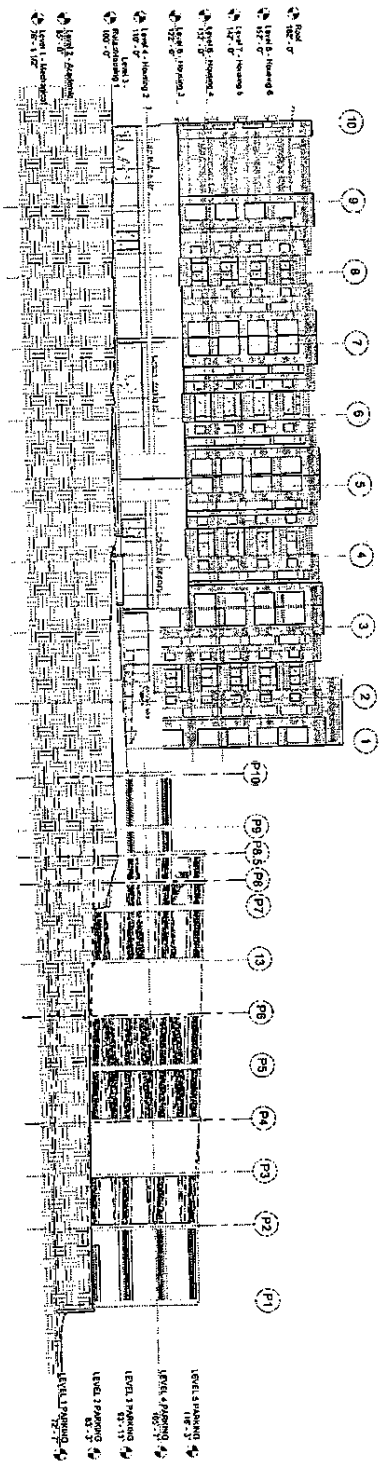
DATE: 03/15/16
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 PROJECT: WESTMINSTER SUGARHOUSE MIXED-USE
 SHEET: AE151.1

VCBO ARCHITECTURE
 2118 SOUTH 1300 EAST
 SUITE 100
 WESTMINSTER, CO 80031
 TEL: (303) 441-4400
 FAX: (303) 441-4401
 WWW.VCBOARCHITECTURE.COM

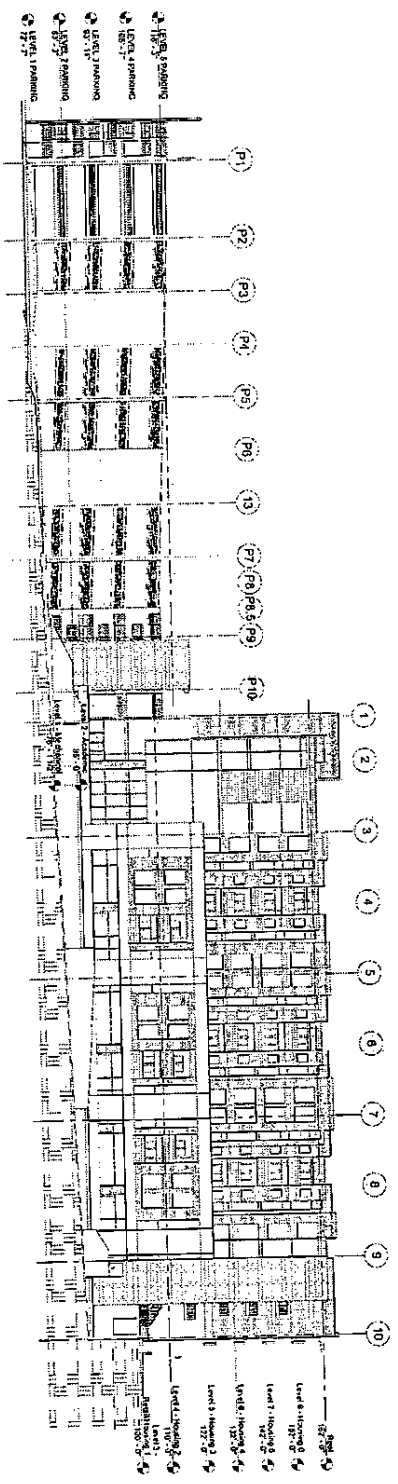


Handwritten initials/signature

PARKING STRUCTURE DESIGN EXHIBIT J
PAGE 7 OF 11



06 Overall North Elevation



05 Overall South Elevation

WESTMINSTER SUGARHOUSE MIXED-USE

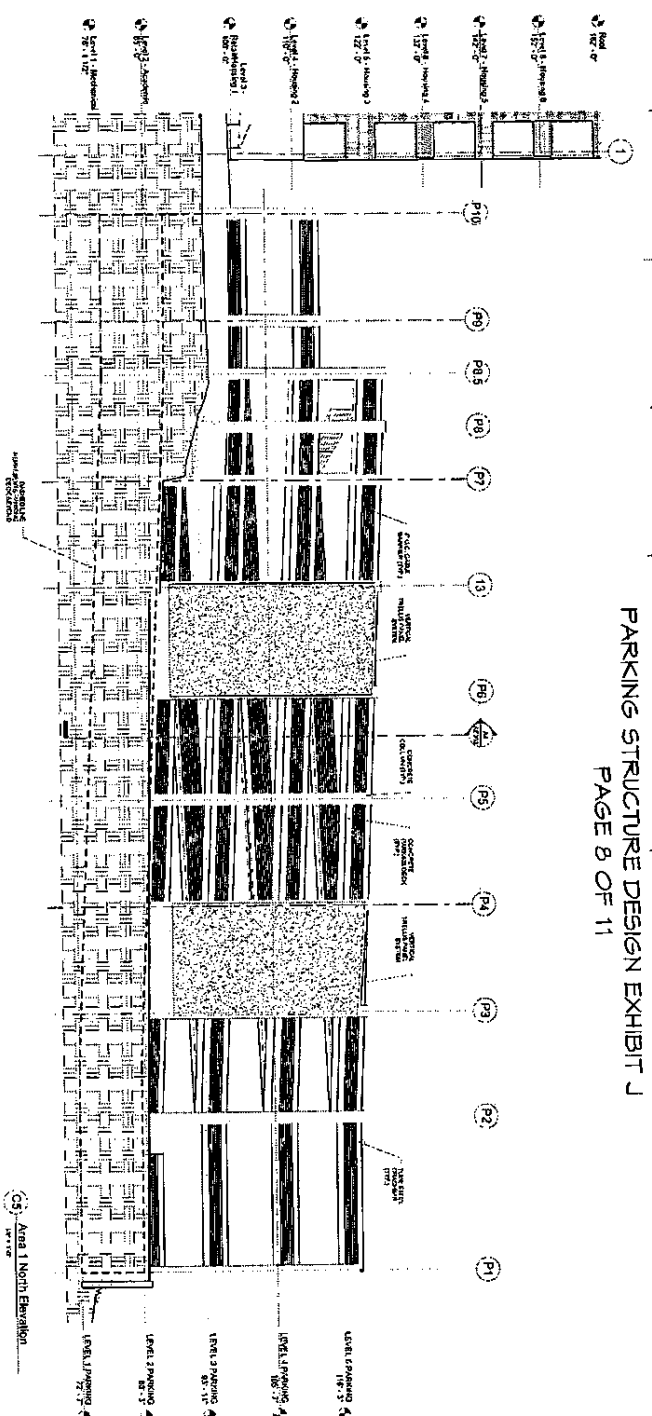
2118 South 1300 East



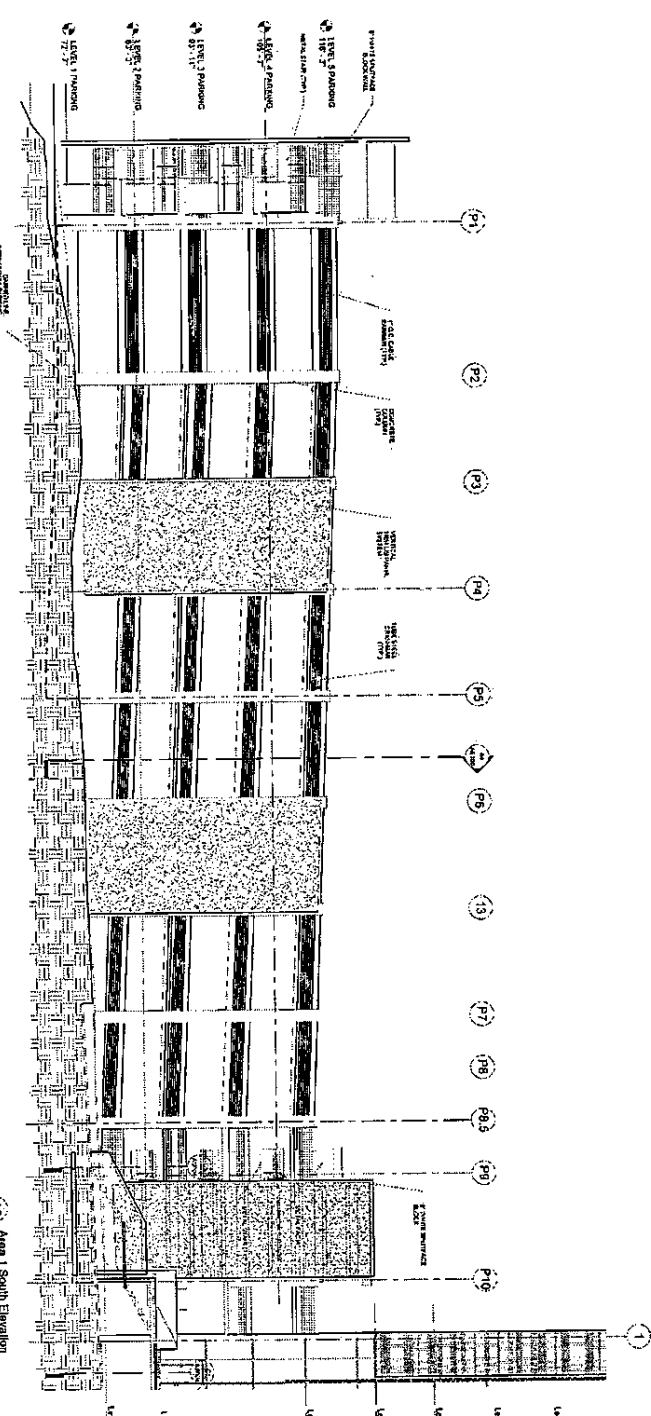
3600 WEST 100 EAST
SALT LAKE CITY, UTAH 84119
TEL: (801) 511-8888
WWW.NCB0.COM

DATE: 04/15/2015
DRAWN BY: [Name]
CHECKED BY: [Name]
APPROVED BY: [Name]
SCALE: AS SHOWN
SHEET: 07 OF 08

AE200



(C5) Area 1 North Elevation



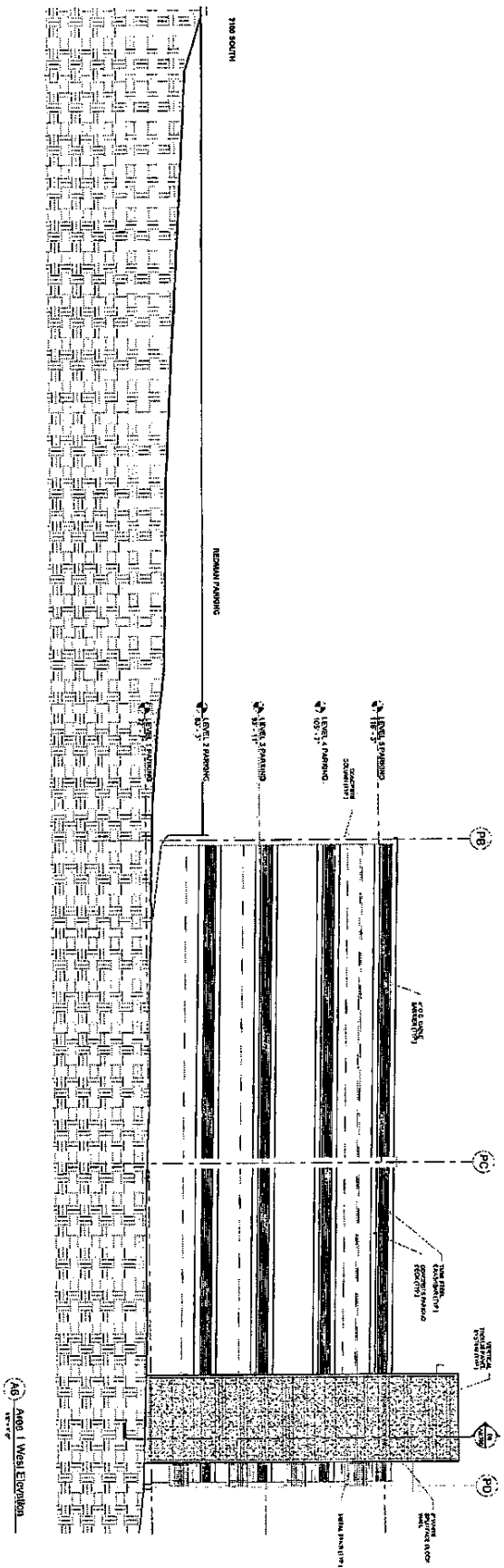
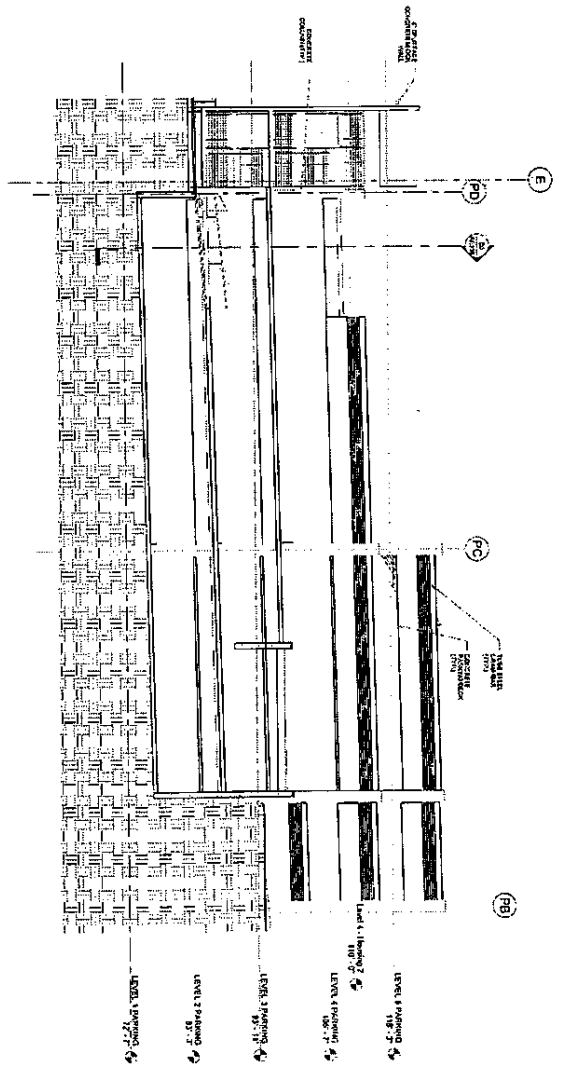
(A5) Area 1 South Elevation

WESTMINSTER SUGARHOUSE MIXED-USE
2118 South 1300 East

AE201.1

VCBC
VICTORIAN CONSTRUCTION CORPORATION
ARCHITECTS

WOOD ARCHITECTURE
224 SOUTH 9TH AVENUE
DENVER, CO 80202
TEL: (303) 535-8800
WWW.WOODARCHITECTURE.COM

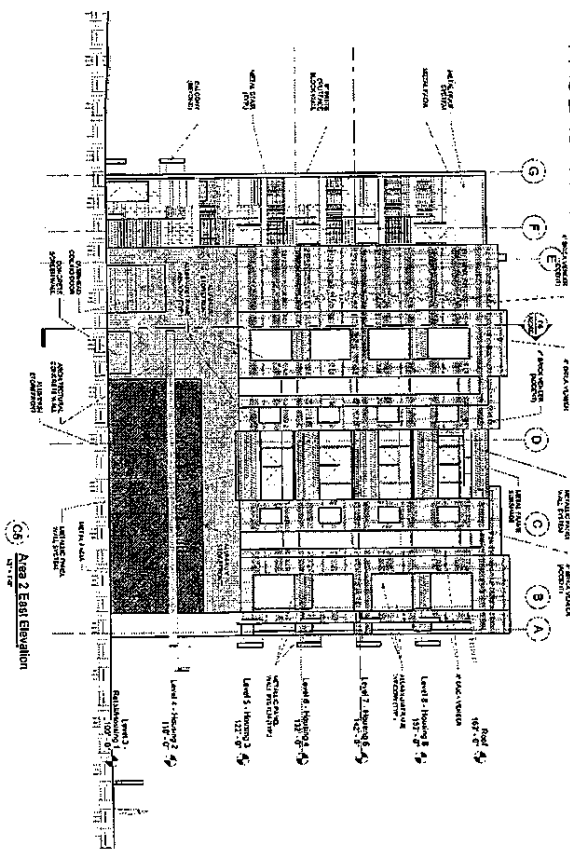


WOOD ARCHITECTURE
345 SOUTH 400 EAST
SUITE 1000
SALT LAKE CITY, UT 84143
PHONE (801) 533-4800
FAX (801) 533-0388
WWW.WOODARCHITECTURE.COM

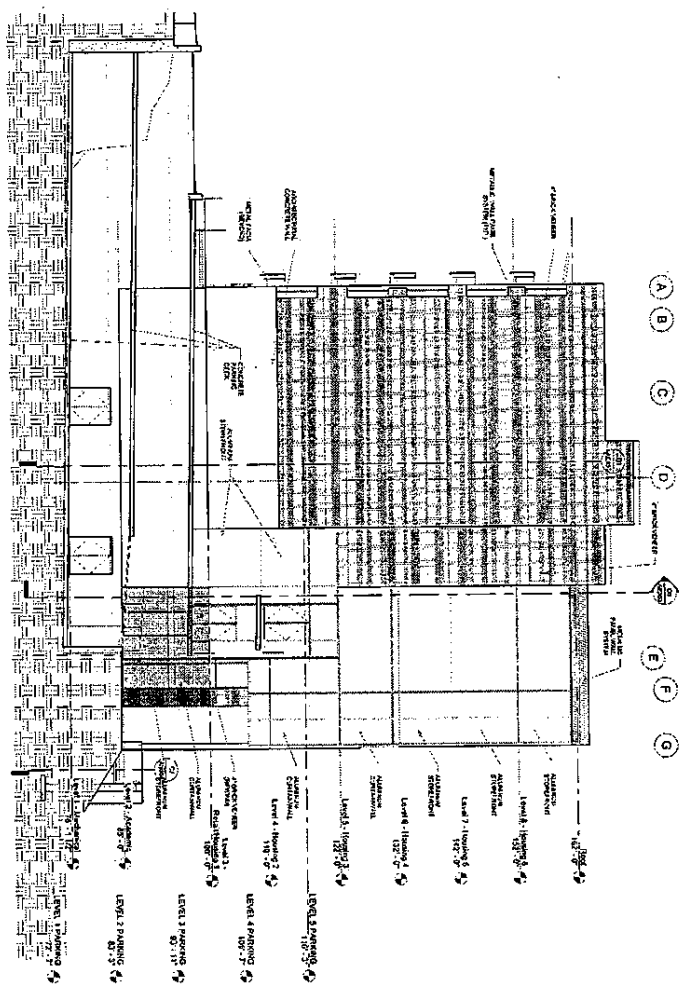
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2118 South 1300 East

DATE: 08/05/2014
DRAWN BY: [unreadable]
CHECKED BY: [unreadable]
PROJECT: Westminster Corporation
SHEET: WESTMINSTER SUGARHOUSE
PARKING STRUCTURE ELEVATIONS



Area 2 East Elevation



Area 2 West Elevation

WESTMINSTER SUGARHOUSE MIXED-USE

2118 South 1300 East

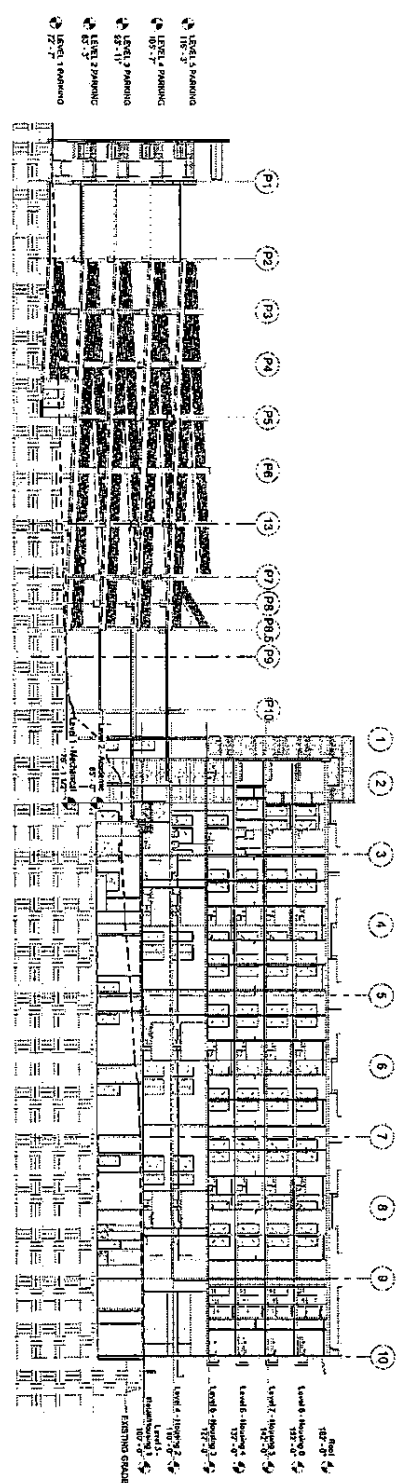


VCBC ARCHITECTURAL
 1000 S. 1300 E.
 SUITE 100
 WESTMINSTER, CO 80031
 PH: (303) 441-8400
 FAX: (303) 441-8401

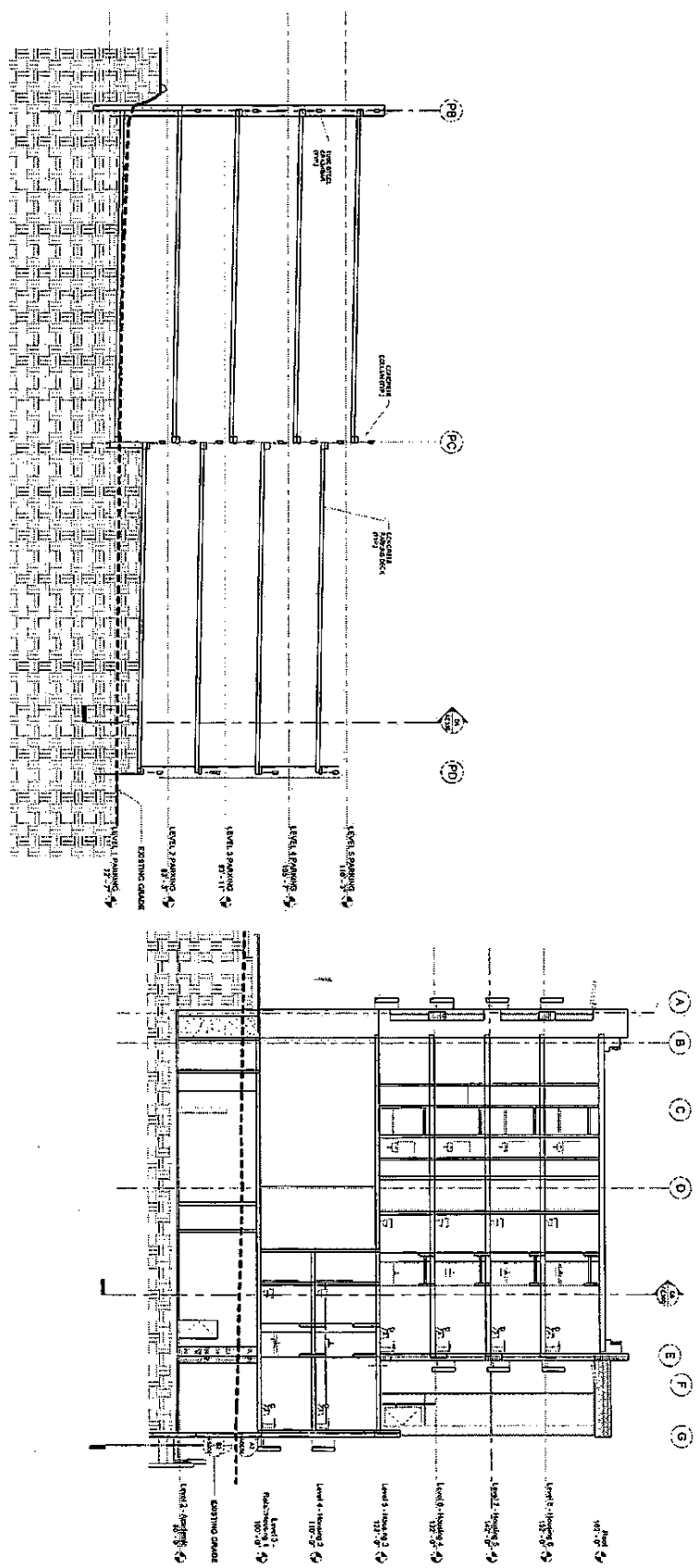
DATE: 08/01/2012
 DRAWN BY: ADRIAN BROWN
 CHECKED BY: ADRIAN BROWN
 PROJECT NO: 12-0001
 SHEET NO: 10 OF 11

AE2022.2

PARKING STRUCTURE DESIGN EXHIBIT J
PAGE 11 OF 11



06 Building Section A



04 Building Section C

06 Building Section B

WESTMINSTER SUGARHOUSE MIXED-USE

2118 South 1300 East



VCBO ARCHITECTURE
1425 QUINCY BLVD
SALT LAKE CITY, UT 84119
TEL: (801) 571-8888
WWW.VCBOARCHITECTURE.COM

DATE: 02/22/2018
DRAWN BY: [Name]
CHECKED BY: [Name]
PROJECT: WESTMINSTER SUGARHOUSE MIXED-USE

AE300