



W3187474

After Recording Return To:

Homestead Pavilion, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90071
Attn.: Joseph Kornwasser

E# 3187474 PG 1 OF 10
Leann H. Kilts, WEBER COUNTY RECORDER
30-Sep-21 1150 AM FEE \$40.00 DEP TN
REC FOR: FIRST AMERICAN TITLE INSURANCE COI
ELECTRONICALLY RECORDED

Space Above This Line For Recording Purposes

AGREEMENT REGARDING REAL PROPERTY

THIS AGREEMENT REGARDING REAL PROPERTY ("Agreement") is made as of September ~~30~~, 2021 by and between HOMESTEAD PAVILION, LLC, a Delaware limited liability company ("Kornwasser") and WDG ROY, LLC, a Utah limited liability company ("Buyer").

RECITALS

A. WinCo Foods, LLC and Kornwasser entered into that certain Declaration of Easements and Conditions dated December 5, 2008 and recorded on December 5, 2008 by the Davis County, Utah Recorder as Entry No. 2408700 and by the Weber County, Utah Recorder as Entry No. 2378745, as amended by First Amendment to Declaration of Easements and Conditions dated June 1, 2010 and Second Amendment to Declaration of Easements and Conditions dated June 7, 2017 (collectively, the "DEC"), with respect to certain real property located in Davis County and Weber County described in the DEC.

B. Concurrently herewith, Kornwasser is conveying to Buyer the portion of the Kornwasser Tract described on Exhibit A attached hereto and referred to in the DEC as Parcel 4 (Pad C) (also referred to in this Agreement as the "Buyer Parcel") and Kornwasser is retaining ownership of the portion of the Kornwasser Tract described on Exhibit B attached hereto (the "Kornwasser Retained Property").

C. The parties hereto desire to document certain agreements regarding the development of the Buyer Parcel.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Kornwasser and Buyer agree as follows:

1. Capitalized Terms. All capitalized terms used in this Agreement and not otherwise defined herein have the meanings given to such terms in the DEC.

2. Development of Buyer Parcel. The Buyer Parcel shall be developed in compliance with all requirements of the DEC and in accordance with the approved site plan and elevations attached to this Agreement as Exhibit C. The Buyer Parcel shall have the exclusive rights to any Kornwasser Tract Monument Sign that is constructed on the Buyer Parcel. Except for the Kornwasser Tract Monument Sign that may be constructed on the Buyer Parcel, Kornwasser reserves for the benefit of the Kornwasser Retained Property all other free standing sign rights set forth in the DEC applicable to the Kornwasser Tract, including without limitation, all rights with respect to the Center Signs and other Kornwasser Tract Monument Signs located on property other than Buyer's Parcel, and the Buyer Parcel shall have no rights with respect thereto.

3. Notices. All notices required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such notice is (a) delivered to the party intended, (b) delivered to the then designated address of the party intended, (c) rejected at the then designated address of the party intended, provided such notice was sent prepaid, or (d) the date of receipt (as confirmed by the carrier's records) at the then designated address of the party intended if sent by nationally recognized overnight courier with delivery instructions for "next business day" service, or by United States certified mail, return receipt requested, postage prepaid and addressed to the then designated address of the party intended. The initial addresses of the parties shall be:

If to Kornwasser:

Homestead Pavilion, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan

If to Buyer:

WDG Roy, LLC
1178 West Legacy Crossing Boulevard, Suite 100
Centerville, Utah 84014
Attention: Spencer Wright

Each party shall have the right to change its address for notices to any other address within the United States of America upon written notice to the other party in accordance with this Section 3.

4. Run With the Land. The terms, provisions, agreements, covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes, and shall run in favor and be enforceable for the benefit of, and shall be binding upon and enforceable against, each party's property and each of their respective successors and assigns as owner of such property. The liability of each party under this Agreement shall be limited to its period of ownership of the legal parcel of property that is the subject of such liability, provided that no sale or transfer shall

relieve a party of liability for any act, omission or breach arising or occurring during such period of ownership.

5. Miscellaneous. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. This Agreement may not be amended or modified except in writing executed by the party against whom such amendment or modification is being charged. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements between the parties with respect thereto, whether oral or written, including without limitation, the Purchase and Sale Agreement pursuant to which Kornwasser is conveying the Buyer Parcel to Buyer. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision. In the event of a dispute or litigation between the parties with respect to the interpretation or enforcement of this Agreement, the prevailing party in such dispute shall be entitled to reimbursement from the non-prevailing party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection or collection of any judgment. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability, without invalidating the remaining portions of such provision or the remaining provisions of this Agreement.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

HOMESTEAD PAVILION, LLC, a Delaware limited liability company

By: Homestead Pavilion Managing Member, LLC, a Delaware limited liability company, its managing member

By: Joseph Kornwasser, its sole member

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

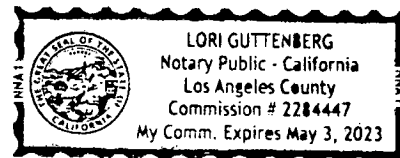
STATE OF California)
) ss.
COUNTY OF Los Angeles)

On September 27, 2021 before me, Lori Guttenberg, Notary Public, personally appeared Joseph Kornwasser, 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 California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lori Guttenberg (Seal)



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

BUYER:

WDG ROY, LLC, a Utah limited liability

By: 
Spencer H. Wright, its Manager

ACKNOWLEDGMENT

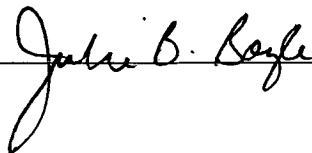
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Utah)
) ss.
COUNTY OF David)

On September 27, 2021, before me, Julie B. Boyle, personally appeared Spencer H. Wright, 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 ~~California~~ ^{Utah} that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

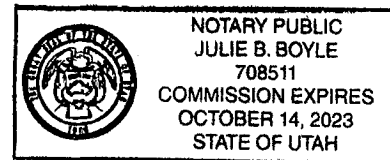


EXHIBIT A

LEGAL DESCRIPTION OF BUYER PARCEL

LOT 4 OF THAT CERTAIN PLAT ENTITLED "HOMESTEAD ROY PAVILION" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF WEBER, STATE OF UTAH, OCTOBER 15, 2009 AS ENTRY NO. 2439608 IN BOOK 70 AT PAGE 59.

EXHIBIT B

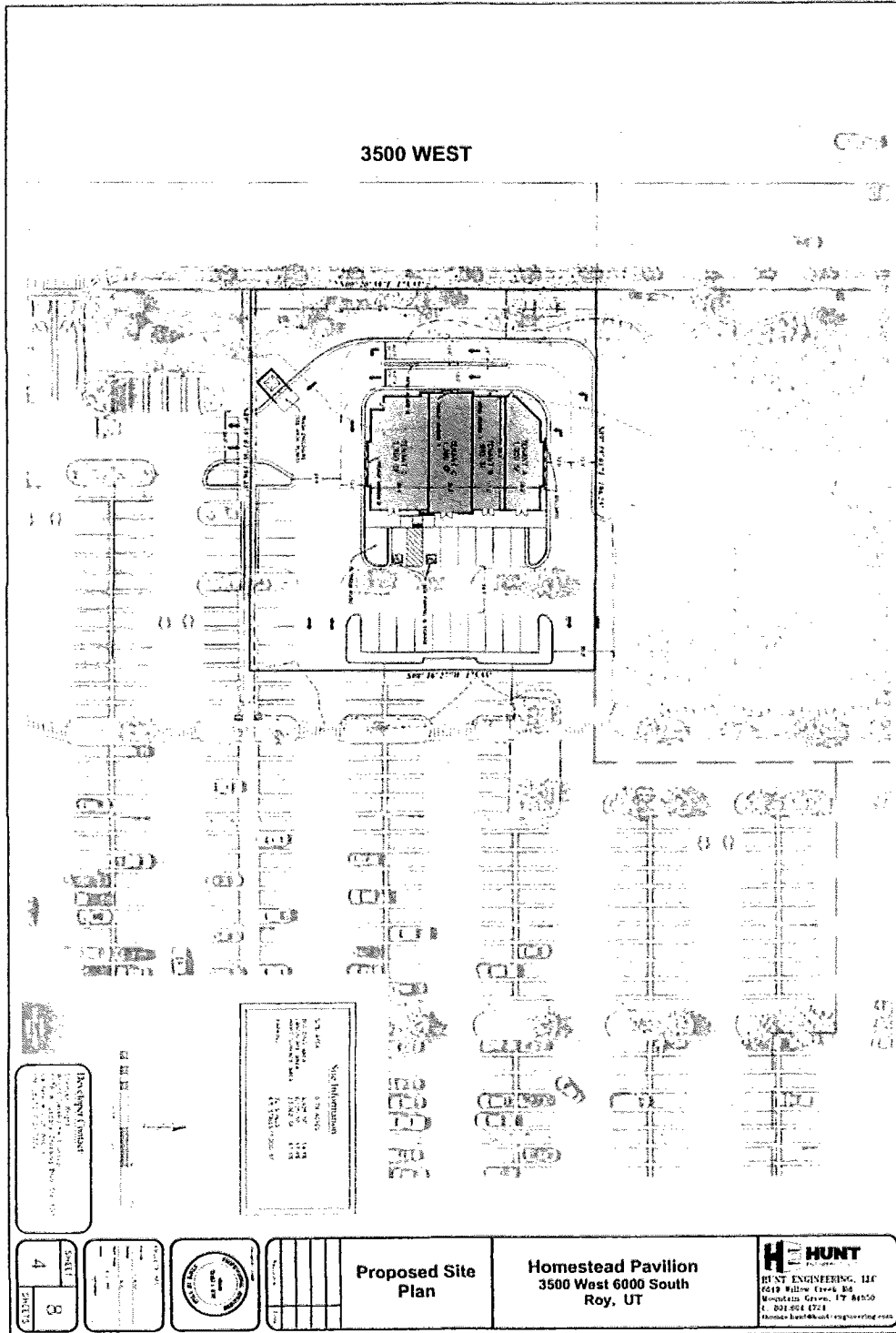
LEGAL DESCRIPTION OF KORNWASSER RETAINED PROPERTY

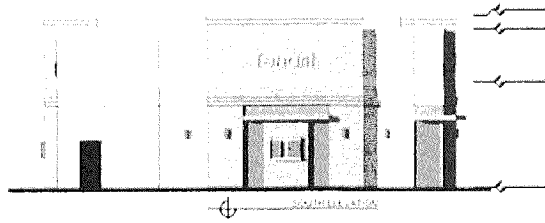
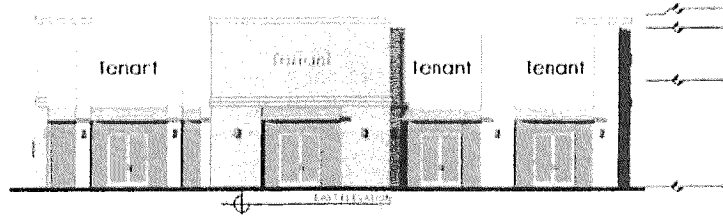
LOT 3 OF THAT CERTAIN PLAT ENTITLED "HOMESTEAD ROY PAVILION" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF WEBER, STATE OF UTAH ON OCTOBER 15, 2009 AS ENTRY NO. 2439608 IN BOOK 70 OF OFFICIAL RECORDS PAGE 59.

LOT 1 OF THAT CERTAIN PLAT ENTITLED "HOMESTEAD CLINTON PAVILION" FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF DAVIS, STATE OF UTAH ON DECEMBER 1, 2009 AS ENTRY NO. 2496717 IN BOOK 4911 OF PLATS AT PAGE 188.

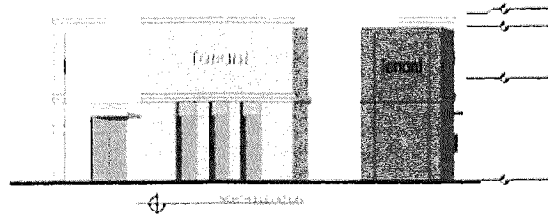
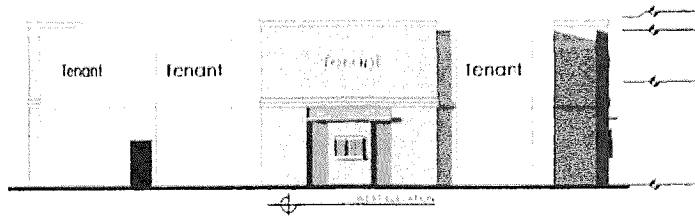
EXHIBIT C

APPROVED SITE PLAN AND ELEVATIONS FOR BUYER PARCEL

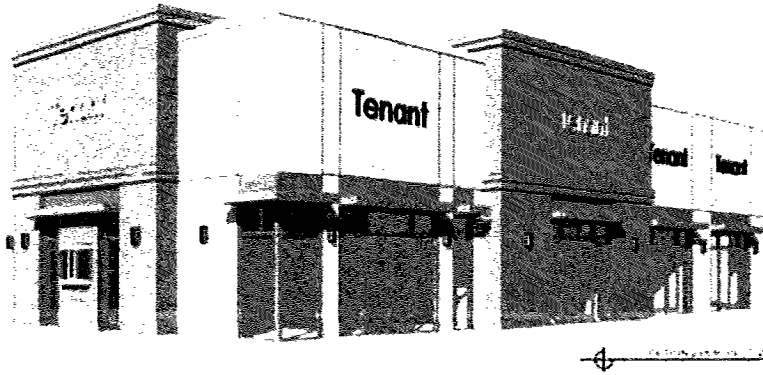




ALL ELEVATIONS
BY M. J. GIBSON
JZW ARCHITECTS



ALL ELEVATIONS
BY M. J. GIBSON
JZW ARCHITECTS



ARCHITECTS
JZW
ARCHITECTS
