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180 North University Avenue  
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**RECIPROCAL EASEMENTS AGREEMENT  
WITH COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS RECIPROCAL EASEMENTS AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made this 4<sup>th</sup> day of December, 2018, by SLHP B Investors, LLC, a ~~Delaware~~ <sup>Utah</sup> limited liability company (together with all successors and assigns, the "Apartment Owner") and SLC 130 WEST OWNER LLC, a Delaware limited liability company (together with all successors and assigns, the "Hotel Owner").

**RECITALS**

A. Reference is made to certain real property situated in Salt Lake City, Salt Lake County, State of Utah, which property is contiguous to each other and has been divided into three separate parcels (each individually a "Parcel" and collectively the "Parcels"). Parcel #3 is the "Apartment Parcel" and is more particularly described on *Exhibit A*, attached hereto and incorporated herein by this reference. Parcels #1 and #2 are the "Hotel Parcels" and are more particularly described on *Exhibit B*, attached hereto and incorporated herein by this reference.

B. The Hotel Owner and the Apartment Owner are collectively referred to herein as the "Owners".

C. The Owners desire to establish easements over, under, across and upon certain driveways, drive aisles and access ways located from time to time on the Parcels for access, utilities, and surface and subsurface storm water on the terms and conditions set forth herein.

D. Apartment Owner intends to develop an apartment building and related parking structure (collectively, the "Apartment Building") on the Apartment Parcel and additional parcels contiguous to the Apartment Parcel.

E. The owner ("Condo Owner") of the condominium parcel located at the street address 159 West Broadway, Salt Lake City, Utah 84101 ("Condo Parcel") is currently the beneficiary of an access easement over portions of the Apartment Parcel and the Hotel Parcel pursuant to that certain Grant of Easement, dated June 26, 1998 and recorded July 21, 1999 as Instrument 7419191.

F. The Owners desire to establish certain covenants, conditions and restrictions with respect to the use of the Parcels now and in the future.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owners declare that the Parcels and all Permittees (as defined below) of the Parcels shall be and hereby are subject to the terms and easements as follows:

1. EASEMENTS.

1.1. Grant of Apartment Parcel Easements. Subject to any express conditions, limitations or reservations contained herein, the Apartment Owner hereby grants, establishes, covenants and agrees that the Hotel Owner, and all present and future owners and Permittees of Hotel Owner shall be benefited by the following perpetual easements which are hereby imposed upon the Apartment Parcel and all present and future owners and Permittees of the Apartment Parcel:

1.1.1. A non-exclusive easement for access, ingress and egress to, from, upon, over and across the "*Pre-Construction Easement*" area located on the Apartment Parcel as depicted on Exhibit C-1 for the purpose of vehicular and pedestrian ingress and egress, including, without limitation, fire and other life safety vehicles and garbage trucks, between the Hotel Parcel to and from all abutting streets or rights of way furnishing access to the Apartment Parcel. Subject to Section 1.6 during the period of construction of the Apartment Building, neither Apartment Owner nor its Permittees shall be permitted to construct or maintain any building or barrier which would limit or otherwise unreasonably interfere with the traversing of vehicular and/or pedestrian traffic within the Pre-Construction Easement without the prior written consent of Hotel Owner, such consent not to be unreasonably withheld, conditioned or delayed.

1.1.2. A non-exclusive easement in favor of Hotel Owner to place signage on the Apartment Parcel, in location and size reasonably approved by Apartment Owner, to direct Permittees to the Hotel Parcel.

1.1.3. A non-exclusive easement under and across those parts of the Apartment Parcel currently used for the installation, operation, maintenance, repair, replacement and renewal of any and all subsurface storm water storage inlet benefiting the Hotel Parcel and also for surface sheet drainage of water across the Apartment Parcel ("*Storm Water Drainage Easement*"). The Hotel Owner covenants and agrees that the rights granted pursuant to this easement shall at all times be exercised in such a manner as not to unreasonably interfere with the normal operation of the Apartment Building on the Apartment Parcel; provided, that the foregoing shall not require the Hotel Owner to make any alterations to the Hotel Parcel or the improvements located thereon as of the date of this Agreement. The Storm Water Drainage Easement shall be subject to reconfiguration following the final approval of the Apartment Building plans and specifications in accordance with Sections 1.3.1 and 1.6.1 below.

1.2. Grant of Garbage Dumpster Storage Easement.

1.2.1. Garbage Dumpster Storage Rights. Apartment Owner hereby grants to Hotel Owner, for the benefit of the Hotel Parcels, and the current and future owners of the Hotel Parcels, commencing on the Dumpster Storage Delivery Date (hereafter defined), a perpetual non-exclusive easement to the area labeled "*Permanent Trash Enclosure*", as depicted on Exhibit C-2, for the purpose of the reasonable access, storage, service and maintenance of a garbage dumpster benefitting Hotel Owner; provided, however, the size of such dumpster shall not exceed 10 feet

wide by 10 feet long by 10 feet high. Apartment Owner shall provide Hotel Owner at least ten (10) business days prior written notice of the date on which the Permanent Trash Enclosure shall be completed and available for Hotel Owner's use (the "*Dumpster Storage Delivery Date*").

1.2.2. Temporary Dumpster Storage. Commencing on the date hereof and expiring upon the Apartment Driveway Closure (as defined in Section 1.6.1 below), Apartment Owner grants to the Hotel Owner, for the benefit of the Hotel Parcels, a temporary, non-exclusive easement to the "*Existing Trash Enclosure*" set forth on *Exhibit C-1* hereto for the purposes described in Section 1.2.1 above. During construction of the Apartment Building, Apartment Owner, at Apartment Owner's sole cost and expense, shall provide a temporary dumpster storage area for Hotel Owner's use located on the Apartment Parcel ("*Temporary Dumpster Storage Area*"), provided (a) Hotel Owner and its garbage disposal provider shall have reasonable access to such Temporary Dumpster Storage Area for purposes of trash deposit and pick up, and (b) such Temporary Dumpster Storage Area shall not substantially interfere with the operation of the hotel located on the Hotel Parcels (the "*Hotel*").

1.3. Legal and Regulatory Compliance.

1.3.1. Without limiting the foregoing, the Apartment Owner hereby grants, establishes, covenants and agrees, to and for the benefit of the Hotel Owner and the Hotel Parcels, an easement (the "*Compliance Easement*") over the Apartment Parcel for compliance by Hotel Owner and the Hotel Parcels with all applicable laws, ordinances, codes, rules and regulations, including, without limitation, zoning, building, engineering, fire and life safety codes and ordinances (collectively, "*Applicable Law*"). Apartment Owner covenants and agrees, for the benefit of the Hotel Owner, that Apartment Owner will not make any alterations or improvements to the Apartment Parcel (other than repairs in the ordinary course of business or other emergency work required to protect health or human safety or to prevent the Apartment Parcel from violating Applicable Law) prior to the date on which Apartment Owner delivers to Hotel Owner evidence satisfactory to Owner that development of the Apartment Parcel in accordance with plans and specifications approved by the applicable governmental authorities shall not cause the Hotel Owner or Hotel Parcel to be in violation of any Applicable Laws ("*Compliance Evidence*"). Hotel Owner agrees that upon the approval of the final plans and specifications for the Apartment Building by all required governmental authorities, subject to Section 6.2 hereof, and receipt of the Compliance Evidence, Hotel Owner shall reasonably cooperate with Apartment Owner to replace the Compliance Easement created hereby with such access, infrastructure, drainage and other easements over the Apartment Parcel and, if applicable, other adjacent parcels containing the Apartment Building, as may be required for the Hotel Parcels to comply with Applicable Laws or as otherwise identified and/or required by the applicable governmental authorities.

1.4. Permittees. As used herein, the term "Permittees" means the current and future owners, tenants, subtenants, and occupants of any Parcel, and their respective employees, agents, customers, guests, invitees, licensees, concessionaires, and contractors.

1.5. Reasonable Use of Easements.

1.5.1. The easements granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel.

1.5.2. Once commenced, any construction, maintenance, repair or replacement undertaken in reliance upon an easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right pursuant to the easements set forth herein, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of any other Owner and their Permittees, and only following reasonable notice under the circumstances to any other Owner and its Permittees. The Owner performing any such construction, maintenance, repair or replacement shall have the obligation at its own expense to promptly restore the other Owner's Parcel to the same condition as was present prior to such construction, maintenance, repair or replacement.

1.6. Easement Relocation.

1.6.1. Apartment Owner shall have the right to reconfigure and/or relocate the easements located on the Apartment Parcel subject to the prior written approval of Hotel Owner; provided that the Compliance Easement may only be modified pursuant to Section 1.3.1. The prior written consent of Hotel Owner to any such relocation shall not be unreasonably withheld, conditioned or delayed provided that (i) the relocation and/or reconfiguration shall not (A) reduce or unreasonably impair the usefulness or function of the applicable easement area to Hotel Owner and its Permittees or otherwise materially burden Hotel Owner or the operation of the Hotel on the Hotel Parcel, (B) cause Hotel Owner to incur additional obligations or liabilities, or (C) cause the Hotel to fail to comply with any Applicable Laws, (ii) any work required to be performed to effectuate such relocation and/or reconfiguration will be performed by Apartment Owner so as to minimize any interference with the business of Hotel Owner on the Hotel Parcel, and (iii) to the extent the work performed to effectuate the relocation and/or reconfiguration requires the closure of the existing easement area, in whole or in part, Apartment Owner will provide an adequate temporary alternate easement to the extent required to ensure such closure will not have an adverse effect on Hotel operations.

1.6.2. It is anticipated that Apartment Owner will obstruct the Pre-Construction Easement located on the Apartment Parcel for a period of no more than one (1) year during the construction of the Apartment Building on the Apartment Parcel (the "*Apartment Driveway Closure*"). Without limiting Section 1.6.1 above, as a condition to Hotel Owner's approval of the Apartment Driveway Closure, Apartment Owner shall construct, at Apartment Owner's sole cost and expense, a paved drive lane on the Apartment Parcel (or other adjacent land owned by Apartment Owner or its affiliates) connecting the current Pre-Construction Easement access point on the Hotel Parcel to one of the public streets abutting the Apartment Parcel in a manner that will cause the Hotel Parcel to continue to comply with all Applicable Laws. Apartment Owner hereby grants Hotel Owner, for the benefit of the Hotel Parcels, a temporary access easement over such drive lane on terms consistent with Section 1.1.1 hereof (the "*Temporary Access Easement*"). Prior to the Apartment Driveway Closure, Hotel Owner and Apartment Owner will enter into an

amendment or supplement to this Agreement documenting the exact location of the Temporary Access Easement. Apartment Owner will use commercially reasonable efforts to design the Temporary Access Easement to facilitate ingress and egress by the garbage disposal provider to the Hotel Owner and the Condo Owner to, respectively, the Temporary Dumpster Storage Area described in Section 1.2.2 above and the garbage enclosure located on the Condo Parcel.

1.6.3. If Apartment Owner is not able to provide garbage disposal access to Hotel Owner and the Condo Owner over the Temporary Access Easement area notwithstanding commercially reasonable efforts by Apartment Owner, at Apartment Owner's request, Hotel Owner agrees to grant Condo Owner a temporary, non-exclusive access easement over the existing drive lanes located on the Hotel Parcel to enable Condo Owner's garbage disposal provider to access the garbage enclosure located on the Condo Parcel for the duration of the Apartment Driveway Closure. Any such temporary, non-exclusive access easement shall be granted pursuant to an easement agreement in form and substance acceptable to Hotel Owner, which will include, without limitation, that Condo Owner shall use the same garbage disposal provider as the Hotel Owner during such period and Hotel Owner shall control the garbage pickup schedule for both properties. Apartment Owner will be responsible any additional maintenance expenses incurred by Hotel Owner as a result of the use of the Hotel Parcel for ingress and egress by the garbage disposal provider during such period.

1.7. Maintenance of Easements.

1.7.1. Driveway Maintenance Obligations. Apartment Owner shall at all times regularly maintain, repair and replace all of the Pre-Construction Easement area located on its Parcel including, without limitation, all of the physical improvements associated with such easements. Such obligations shall include, without limitation: maintaining and repairing all sidewalks and the surface of the roadway areas; removing all papers, debris and other refuse from and periodically sweeping all sidewalk areas to the extent necessary to maintain the same in a clean, safe and orderly condition; maintaining appropriate lighting fixtures for the roadways; maintaining marking, directional signs, lines and striping as needed; maintaining signage in good condition and repair; and performing any and all such other duties as are necessary to maintain such easements in a clean, safe and orderly condition. Notwithstanding the foregoing, any damage to any easement that is caused by intentional or negligent acts of Hotel Owner and not covered by insurance maintained by Apartment Owner shall be promptly repaired at the sole cost of Hotel Owner.

1.7.2. Stormwater Maintenance Obligations. Apartment Owner shall be responsible for the maintenance, repair and replacement of storm water drain and storm water storage facilities located on the Apartment Parcel; provided, however, in the event that Hotel Owner or its Permittee causes damage to any of the foregoing (excluding ordinary wear and tear), Hotel Owner shall be liable for such repairs.

1.7.3. Dumpster Storage Area Maintenance. Commencing on the Dumpster Storage Delivery Date, Hotel Owner shall at all times regularly maintain, repair and replace the Dumpster Storage Area located on the Apartment Parcel (but not the surrounding Apartment Building structures). Such obligations shall include, without limitation: maintaining and repairing the surface of the Dumpster Storage Area; removing all papers, debris and other refuse from and periodically sweeping such area to the extent necessary to maintain the same in a clean, safe and

orderly condition; and performing any and all such other duties as are necessary to maintain such easements in a clean, safe and orderly condition. Notwithstanding the foregoing, any damage to any easement that is caused by intentional or negligent acts of one of Apartment Owner or its Permittees shall be promptly repaired at the sole cost of Apartment Owner.

1.7.4. Failure to Maintain the Easements. If an Owner defaults under its obligations as described in Sections 1.7.1, 1.7.2 and 1.7.3 above, then any other Owner may give the defaulting Owner written notice of the claimed default, and defaulting Owner shall have ten (10) business days following the receipt of such written notice to cure such default. If the default remains uncured following the ten (10) business day period, or if such default is not curable within the ten (10) business day period and defaulting Owner has failed to begin to cure such default within the ten (10) business day period, another Owner may, but shall not be required to, cure the default itself, and then bill defaulting Owner for the reasonable costs incurred in curing such default. Each such bill shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. Defaulting Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event defaulting Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the due date until the date such amount is paid in full.

2. Covenants, Conditions and Restrictions. Apartment Owner hereby covenants and agrees for the benefit of Hotel Owner and the Hotel Parcel as follows:

2.1. Restrictions on Development of Apartment Parcel. The Apartment Parcel and any improvements including the Apartment Parcel shall not be developed or operated in a way that would:

2.1.1. Prevent the continued operation of the Hotel on the Hotel Parcel or materially adversely affect the Hotel; or

2.1.2. Restrict Hotel Owner's rights to operate, renovate, enhance or enlarge the Hotel at the Hotel Parcel; or

2.1.3. Cause the Hotel or the Hotel Parcel to fail to comply with any Applicable Laws, including, without limitation, building, fire or zoning codes, or pose a threat to public health or safety.

2.2. Intentionally Omitted.

2.3. Excluded Uses. The Apartment Parcel and any improvements including the Apartment Parcel shall not be used for any of the following:

2.3.1. Hotel, vacation, timesharing, interval or fractional ownership facility, or other lodging product (including short-term or transient rentals, such as AirBnB) or leases or other occupancy agreements of less than one (1) month in duration;

2.3.2. Storage, sales or repair of motor vehicles or parts;

2.3.3. Storage or sales of petroleum products;

2.3.4. Fast food restaurants;

- like;
- 2.3.5. Movie theaters, bowling alleys, miniature golf courses, video arcades or the like;
  - 2.3.6. Sales, rental or viewing of sexually explicit materials or live performances, massage parlors or other uses that may offend the prevailing standards of decency and morality;
  - 2.3.7. Sales of paraphernalia related to illegal drugs;
  - 2.3.8. Any business utilizing an outdoor loudspeaker system;
  - 2.3.9. The storage of explosives or any hazardous material;
  - 2.3.10. Laundry or dry cleaning businesses;
  - 2.3.11. Medical emergency facilities;
  - 2.3.12. Funeral parlors, mortuaries or similar services;
  - 2.3.13. Thrift stores, pawn shops, liquidation outlets, flea markets or other store selling used, damaged, discontinued, or surplus merchandise;
  - 2.3.14. Off-track betting or other gambling establishments; or
  - 2.3.15. Convenience stores.

Notwithstanding anything contained herein to the contrary, the then current franchisor of the Hotel shall be an intended third party beneficiary of this Section 2.3.

2.4. Duties of Hotel Owner. In addition to the duty to maintain any easements granted hereunder located on its Parcel, Hotel Owner shall use commercially reasonable efforts to cause its Permittees to comply with the terms of this Agreement.

2.5. Duties of Apartment Owner. In addition to the duty to maintain the easements granted hereunder located on its Parcel, Apartment Owner shall use commercially reasonable efforts to cause its Permittees to comply with the terms of this Agreement.

### 3. Term; Modification and Termination.

3.1. Term. This Agreement, as amended from time to time, shall run with the Parcels and benefit and burden the Parcels, and shall bind and inure to the benefit of each Owner and their respective successors, assigns, heirs, and personal representatives, for a term ("*Term*") beginning on the date hereof and continuing through and including the last day of the thirtieth (30th) full calendar year following the date this Agreement is recorded in the official records of Salt Lake County, Utah ("*Recorded*"); *provided* that the Term shall automatically be extended thereafter for successive periods of ten (10) years each unless, prior to said date or the expiration of the 10-year extension period then in effect, an instrument executed and duly acknowledged by all of the Owners and their mortgagees hereunder is Recorded stating that this Agreement is terminated; *provided, further, however,* the covenants and restrictions contained in Section 2.1, 2.2 and 2.3 herein shall automatically expire on the date that no portion of the Hotel Parcel is operated for any hotel or other lodging use; and *provided, however,* that temporary closure of all or any portion of the hotel operated on the Hotel Parcel for purposes of alteration, renovation, replacement, or in connection with any casualty, condemnation or other event of force majeure (as described in Section 8.15) shall not constitute a failure to operate a

hotel or other lodging use on the Hotel Parcel for such purposes and shall not result in a termination of the covenants and restrictions contained in Sections 2.1-2.3 hereof. If any of the interests, privileges, covenants or rights created by this Agreement shall be unlawful, void or voidable for a violation of the rule against perpetuities or any related rule, then such provision shall continue until 21 years after the death of the survivor of the descendants of the current and former Presidents of the United States living on the date this Agreement is Recorded.

3.2. Amendment. This Agreement may be amended or terminated before the end of the Term only by an instrument that is duly executed by all of the Owners and, if applicable, their respective Mortgagees and Recorded.

4. Insurance.

4.1. Liability Insurance of Apartment Owner. Apartment Owner shall maintain (or cause to be maintained) at all times during the Term reasonable and customary levels of comprehensive general liability insurance with respect to its operation of the Apartment Parcel and use of the easements granted herein by Apartment Owner and its respective Permittees, and shall cause Hotel Owner and, if applicable, Hotel Owner's Mortgagee to be named as an additional insured party under each such policy. In addition, during construction of the Apartment Building including the Apartment Parcel, the Apartment Owner shall maintain builders risk insurance including "all risk" perils on a non-reporting, completed value basis.

4.2. Liability Insurance of Hotel Owner. Hotel Owner shall maintain (or cause to be maintained) at all times during the Term reasonable and customary levels of comprehensive general liability insurance with respect to its operation of the Hotel Parcel and use of the easements granted herein by Hotel Owner and its respective Permittees, and shall cause Apartment Owner and, if applicable, Apartment Owner's Mortgagee, to be named as an additional insured party under each such policy.

4.3. Certificates of Insurance. Upon the written request of an Owner, the other Owner shall furnish an ACCORD form certificate of insurance to the requesting Owner reflecting the limits and endorsements required herein. Each policy shall require notice of non-renewal to the additional insured Owner and shall further provide that it may not be altered or cancelled without thirty (30) days' notice being first given to any additional insured Owner.

4.4. Waiver of Subrogation. Without affecting any other rights or remedies, each of the Owners hereby release and relieve each of the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be or actually insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties' agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against any other Owner, as the case may be, so long as the insurance is not invalidated thereby.



4.5. Additional Insured Endorsements. Upon the written request of an Owner, any other Owner shall furnish an endorsement that the requesting Owner be insured on a "Primary" and "Non-Contributory" basis, and this endorsement shall also include a complete waiver of subrogation.

5. Event of Default; Remedies.

5.1. An "Event of Default" shall occur if any Owner shall default in the performance or observance of any other term, covenant, agreement or obligation of this Agreement to be performed or observed by such Owner, and such default shall continue for a period of thirty (30) days after written notice thereof by the non-defaulting Owner. If any Owner has provided the other Owner notice of its Mortgagee in accordance with Section 7 below, the non-defaulting Owner shall provide a copy of all default notices to the defaulting Owner's Mortgagee.

5.2. If any Event of Default occurs, each non-defaulting Owner shall have the right (but no obligation) to seek all remedies available under this Agreement or at law or in equity. Without limiting the foregoing, the Owners agree that irreparable harm would occur in the event that any of the agreements and provisions of this Agreement are not performed fully by the Owners in accordance with their specific terms or conditions or are otherwise breached, and that money damages are an inadequate remedy for breach of this Agreement because of the difficulty of ascertaining and quantifying the amount of damage that will be suffered by the parties hereto in the event that this Agreement is not performed in accordance with its terms or conditions or is otherwise breached. It is accordingly hereby agreed that the Owners shall be entitled to an injunction or injunctions to restrain, enjoin, and prevent breaches of this Agreement by the other parties and to enforce specifically such terms and provisions of this Agreement, such remedy being in addition to and not in lieu of, any other rights and remedies to which the other parties are entitled to at law or in equity.

5.3. No Waiver. The failure by an Owner to enforce a breach of this Agreement shall not be construed as a waiver of the right to enforce such breach at a later time or to enforce any other breach, and any waiver must be expressly evidenced in writing by the part against which the waiver is claimed.

6. Apartment Building Construction.

6.1. In connection with Apartment Owner's construction of the Apartment Building on the Apartment Parcel, Apartment Owner shall: (i) perform all work in a good and workmanlike manner and in accordance with good construction practices; (ii) comply with all Applicable Laws, and obtain all required permits; (iii) perform all work in such a manner and at times so as to minimize any noise, vibrations, particulates and dust infiltration or other disturbance which would interfere with the operation of the Hotel or disturb Hotel guests; (iv) not diminish, interfere with, or prohibit utility service to the Hotel Parcel; and (v) direct all contractors, subcontractors, materialmen, agents and consultants of Apartment Owner not to use any portion of the Hotel Parcel for vehicular or pedestrian ingress or egress to or from any portion of the Apartment Building development site or for parking.

6.2. Apartment Owner has delivered to Hotel Owner copies of the plans, specifications and renderings of the planned Apartment Building ("*Apartment Plans*") listed on *Exhibit E* hereto. From

and after the date hereof through substantial completion of the Apartment Building, any material changes to building footprint, external structure or easement areas of the Apartment Building as reflected in the Apartment Plans or change of the primary use of the Apartment Parcel development, shall be subject to the reasonable prior approval of Hotel Owner to confirm that the Apartment Building will comply with Sections 1 and 2 of this Agreement. Apartment Owner shall keep Hotel Owner reasonably informed of the status of all building plans and permit approvals for the proposed Apartment Building, including, without limitation, providing to Hotel Owner copies of all material notices and correspondence with the applicable governmental authorities regarding infrastructure and legal compliance requirements affecting the Hotel Parcel.

7. Mortgagees.

7.1. The term “Mortgage” as used herein shall mean any mortgage, including leasehold mortgages, (or any trust deed) given primarily to secure the repayment of money owed by the mortgagor (or by one of its partners, and constituting a lien on all or a substantial portion of the real property encumbered thereby). The term “Mortgagee” as used herein shall mean any lender that is the holder from time to time of a Mortgage (or the beneficiary under any such trust deed), and encumbering any of the Parcels.

7.2. Any Mortgage covering all or any portion of the Parcels shall be subject and subordinate to the terms and provisions of this Agreement and each party shall, if there are any prior Mortgages encumbering its Parcel, obtain the necessary consents from any holder of such a Mortgage in order to subordinate the Mortgage to this Agreement and any amendments hereto.

7.3. If a Mortgagee shall have served on the Owner or the Parcel(s) not encumbered by such Mortgagee’s Mortgage, in accordance with the notice provision contained in this Agreement, a written notice specifying the name and address of such Mortgagee, such Mortgagee shall be given a copy of each and every notice required to be given by one party to the others at the same time as and whenever such notice shall thereafter be given by one party to the others, at the address last furnished by such Mortgagee, and in the case of notices identifying a failure of performance by an Owner, said Owner’s Mortgagee shall have the right, but not the obligation, to perform said obligations on behalf of said Owner, and such performance shall have the same effect under this Agreement as though the obligation had been performed by said Owner at the time actually performed by said Owner’s Mortgagee. After receipt of such notice from a Mortgagee, no notice thereafter given by either party shall be deemed to have been given unless and until a copy thereof shall have been so given to the recipient’s Mortgagee.

8. Notices. Any notices shall be in writing and shall be given to an Owner at the Owner’s addresses set forth on the records of the Salt Lake County, Utah Recorder’s office. Notice shall be deemed given one (1) day after the notice is sent to the party to be notified by overnight express courier such as “Federal Express,” or such other similar carrier guaranteeing next day delivery. Refusal of an Owner to accept a notice shall not affect the giving of the notice.

9. Right to Estoppel Certificates. Each Owner, within ten (10) days after written notice from any other Owner, shall execute and deliver to the requesting Owner a certificate in substantially the

form attached hereto as *Exhibit D* stating that this Agreement is unmodified and in full force and effect, or in full force and effect as modified and stating the modifications and specifying the existence or absence of any event of default hereunder.

10. Miscellaneous.

10.1. Binding on Successors. This Agreement, and all of the rights, obligations, easements, covenants, conditions and restrictions set forth herein, shall run with the land subject hereto, and shall bind and inure to the benefit of the parties and their respective successors and assigns as set forth herein.

10.2. Invalid Provision/Severability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Provided, however, each of the Owners agree to work together in good faith to either amend this Agreement or enter into a separate agreement so that the purposes, benefits and burdens of this Agreement are not frustrated. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties shall promptly cause such legal description to be prepared. Ownership of all of the Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

10.3. Governing Law. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, enforcement, or otherwise, by the laws of the State of Utah. Venue for enforcement of this Agreement shall lie exclusively in Salt Lake County, Utah, and the Owners waive the right to sue or be sued in any other place.

10.4. Rule of Construction. The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement. Each provision of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Owner.

10.5. Entire Agreement. This Agreement constitutes the entire agreement of the parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.

10.6. Computation of Time. In computing a time period described in this Agreement, the date of the act or event shall not be counted. All subsequent days, including intervening weekend days and legal holidays recognized by the State of Utah, shall be counted in the period (unless the time period involves "business days"; in which event weekend days and such legal holidays shall be excluded). The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under Utah law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday.

10.7. Exhibits. All exhibits attached hereto are hereby incorporated as part of this Agreement.

10.8. Review by Counsel. Each Owner has had the opportunity to have this Agreement reviewed by independent counsel before signing it.

10.9. Authority to Sign. Each Person signing this Agreement in a representative capacity on behalf of a party warrants and represents to the other party that (a) the Person executing this Agreement has the actual authority and power to sign, and to bind the Person's respective principal to the provisions of this Agreement; and (b) all action necessary for the making of this Agreement has been duly taken.

10.10. No Third Party Beneficiaries. It is expressly understood and agreed that, except as expressly set forth in Section 2.3 with respect to the franchisor of the Hotel, no Permittee or any other Person shall constitute a third party beneficiary of this Agreement; the only Persons with privity of contract under this Agreement shall be the Owners.

10.11. Time of the Essence. Time is of the essence with respect to this Agreement.

10.12. No Public Dedication. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of the Parcels. No easements, except those expressly set forth in Section 1, shall be implied by this Agreement.

10.13. Joint and Several Obligations. If at any time two or more Persons are Owners of a Parcel, then the obligation of such Owner(s) under this Agreement shall be joint and several.

10.14. No Partnership. Nothing contained in this Agreement shall create any partnership, joint venture, co-tenancy, or similar arrangement between the Owners.

10.15. Force Majeure. If any Owner is delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, civil disorder, terrorism, acts of war, severe weather, inability to procure materials, restrictive governmental laws and regulations, or other causes without fault and beyond the reasonable control of such Owner (financial inability excepted), performance of such act shall be excused for the period of delay.

10.16. Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, this Agreement shall, to the maximum extent permitted by law, be considered an Agreement that runs with the affecting Parcel(s) land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

10.17. Indemnity. Each Owner shall indemnify and hold each other Owner free and harmless from and against all losses, liabilities, damages, claims, actions, causes of action, debts, costs and expenses (including reasonable attorneys' fees) incurred or suffered by each Owner arising out of, relating to, or in any way connected with a breach or default by such Owner of any of its obligations or other undertakings under this Agreement EXCEPT TO THE EXTENT SUCH LOSSES, LIABILITIES, DAMAGES,

CLAIMS, ACTIONS, CAUSES OF ACTION, DEBTS, COSTS AND EXPENSES RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH OTHER OWNER.

10.18. Further Assurances. Each Owner shall, at the request of any other Owner, execute, acknowledge (if appropriate) and deliver such other documents and instruments and perform such other acts as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement; provided however that the cooperating Owner shall not be obligated to incur any additional liabilities, obligations or out-of-pocket expenses in so cooperating.

[SIGNATURES FOLLOW ON NEXT PAGES]

IN WITNESS WHEREOF, the Owners have executed this RECIPROCAL EASEMENTS AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS as of the date first written above.

**HOTEL OWNER**

**SLC 130 WEST OWNER LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Brian Kim  
Title: Managing Director

**ACKNOWLEDGEMENT**

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

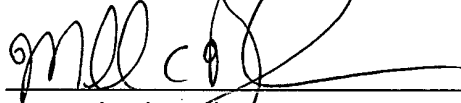
On the 24<sup>th</sup> day of November, in the year 2018, before me the undersigned, personally appeared Brian Kim, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

**LOUISA D. LUNA**  
Notary Public, State of New York  
No. 01LU6194439  
Qualified in Kings County  
Commission Expires 09/29/2020

**APARTMENT OWNER**

**SLHP B INVESTORS, LLC,**  
a ~~Delaware~~ limited liability company  
Utah



By: Michael Bingham  
Its: Manager

STATE OF UTAH        )

: ss

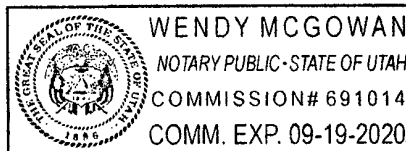
COUNTY OF UTAH     )

On the 3 day of December, 2018, personally appeared before me Michael Bingham, the Manager of SLHP B Investors, LLC, a ~~Delaware~~ <sup>Utah</sup> limited liability company and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.



Notary Public of the State of Utah

Commission Expires: 09/19/2020



**EXHIBIT A**

(Legal Description of Apartment Parcel)

REAL PROPERTY IN THE CITY OF SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

(Record Parcels 4 and 5)

PARCEL 4:

BEGINNING AT A POINT 4 RODS SOUTH OF THE NORTHWEST CORNER OF LOT 4, BLOCK 50, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 3 RODS; THENCE EAST 10 RODS; THENCE NORTH 3 RODS; THENCE WEST 10 RODS TO THE PLACE OF BEGINNING.

PARCEL 5:

BEGINNING AT A POINT 4 RODS SOUTH OF THE NORTHEAST CORNER OF LOT 4, BLOCK 50, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST 10 RODS; THENCE NORTH 2 RODS; THENCE EAST 68 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF PROPERTY DESCRIBED IN WARRANTY DEED RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF SALT LAKE COUNTY, UTAH, AS ENTRY NO. 988433; THENCE FOLLOWING SOUTH LINE OF PROPERTY DESCRIBED IN SAID DEED, EAST 97 FEET, MORE OR LESS, TO POINT DUE NORTH OF BEGINNING; THENCE SOUTH 2 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT A POINT THAT IS 2 RODS SOUTH FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 50, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH 89°58'00" EAST 68.00 FEET; THENCE SOUTH 00°01'10" EAST 1.65 FEET; THENCE NORTH 89° 58' 00" EAST 97.00 FEET; THENCE SOUTH 00°01'10" EAST 13.35 FEET; THENCE SOUTH 89°58'00" WEST 165.00 FEET; THENCE NORTH 15.00 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING ANY PORTION LYING WITHIN BROADWAY LOFTS CONDOMINIUMS.

SAID PARCELS 4 AND 5 ALSO BEING DESCRIBED AS:

PARCEL B: (RECORD PARCELS 4 AND 5)

A PART OF LOT 4, BLOCK 50, PLAT A, SALT LAKE CITY SURVEY LYING WITHIN THE EAST HALF OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN SALT LAKE COUNTY, UTAH:



BEGINNING AT THE SOUTHWEST CORNER OF BROADWAY LOFTS CONDOMINIUMS AS STAKED ON THE GROUND AT A POINT ON THE EAST LINE OF 200 WEST STREET LOCATED 282.25 FEET NORTH 0°13'48" EAST ALONG SAID EAST LINE FROM THE SOUTHWEST CORNER OF SAID BLOCK 50; AND RUNNING THENCE SOUTH 89°47'02" EAST 165.08 FEET (NORTH 89°58'00" EAST 165.00 FEET RECORD) ALONG THE SOUTH LINE OF SAID BROADWAY LOFTS CONDOMINIUMS TO THE EAST LINE OF SAID LOT 4; THENCE SOUTH 0°13'48" WEST (SOUTH RECORD) 67.62 FEET ALONG SAID LOT LINE; THENCE NORTH 89°47'19" WEST 165.08 FEET (WEST 10 RODS RECORD) TO THE EAST LINE OF 200 WEST STREET; THENCE NORTH 0°13'48" EAST (NORTH RECORD) 67.63 FEET ALONG SAID EAST LINE TO THE POINT OF BEGINNING.

Said property being Tax Parcel No. 15-01-428-023-0000.

**EXHIBIT B**

(Legal Description of Hotel Parcel)

REAL PROPERTY IN THE CITY OF SALT LAKE CITY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS FOLLOWS:

(Record Parcels)

PARCEL 1:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 2, BLOCK 50, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE NORTH 89°58'00" EAST 115.50 FEET; THENCE NORTH 00°01'10" WEST 330.00 FEET; THENCE SOUTH 89°58'00" WEST 115.50 FEET; THENCE SOUTH 00°01'10" EAST 330.00 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 3, BLOCK 50, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 89°58'00" WEST 64.00 FEET TO THE EAST FACE OF A BRICK BUILDING; THENCE NORTH 00°06'00" EAST 62.30 FEET ALONG SAID EAST FACE TO THE BRICK BUILDING CORNER; THENCE NORTH 00°01'10" WEST 102.70 FEET; THENCE SOUTH 89°58'00" WEST 48.63 FEET; THENCE NORTH 00°01'10" WEST 164.25 FEET; THENCE NORTH 89°58'00" EAST 4.50 FEET; THENCE NORTH 00°01'10" WEST 0.75 FEET; THENCE NORTH 89°58'00" EAST 108.00 FEET; THENCE SOUTH 00°01'10" EAST 330.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

BEGINNING AT A POINT THAT IS 7 RODS SOUTH AND NORTH 89°58'00" EAST 165.00 FEET FROM THE NORTHWEST CORNER OF LOT 4, BLOCK 50, PLAT A, SALT LAKE CITY SURVEY; THENCE NORTH 00°01'10" WEST 67.5 FEET; THENCE NORTH 89°58'00" EAST 52.5 FEET; THENCE SOUTH 00°01'10" EAST 67.5 FEET; THENCE SOUTH 89°58'00" WEST 52.5 FEET TO THE POINT OF BEGINNING.

SAID PARCELS 1-3 ALSO BEING DESCRIBED AS:

PARCEL A: (Record Parcels 1, 2 and 3)

A PART OF LOTS 2 AND 3, BLOCK 50, PLAT A, SALT LAKE CITY SURVEY LYING WITHIN THE EAST HALF OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT ON THE SOUTH LINE OF BROADWAY LOFTS CONDOMINIUMS AS STAKED ON THE

GROUND LOCATED 282.25 FEET NORTH 0°13'48" EAST ALONG THE EAST LINE OF 200 WEST STREET TO THE SOUTHWEST CORNER OF SAID CONDOMINIUMS; AND 165.08 FEET SOUTH 89°47'02" EAST (NORTH 89°58'00" EAST 165.00 FEET RECORD) ALONG SAID SOUTH LINE FROM THE SOUTHWEST CORNER OF SAID BLOCK 50; AND RUNNING THENCE SOUTH 89°47'02" EAST 52.49 FEET (NORTH 89°58'00" EAST 52.5 FEET RECORD) ALONG SAID SOUTH LINE TO AN EXISTING NAIL MONUMENTING THE SOUTHEASTERLY CORNER OF SAID CONDOMINIUMS; THENCE ALONG THE EASTERLY LINE OF SAID CONDOMINIUMS THE FOLLOWING THREE COURSES: NORTH 0°13'48" EAST 47.26 FEET; SOUTH 89°47'02" EAST (NORTH 89°58'00" EAST RECORD) 4.50 FEET; AND NORTH 0°13'48" EAST 0.67 FEET (NORTH 00°01'10" WEST 0.75 FEET RECORD) TO AN EXISTING REBAR WITH MCNEIL ENGINEERING CAP ON THE NORTH LINE OF SAID LOT 3; THENCE SOUTH 89°47'01" EAST (NORTH 89°58'00" EAST RECORD) 223.60 FEET ALONG THE NORTH LINE OF SAID LOT 3 AND LOT 2; THENCE SOUTH 0°13'58" WEST 330.19 FEET (SOUTH 00°01'10" WEST 330.00 FEET RECORD) TO AN EXISTING REBAR WITH MCNEIL ENGINEERING CAP MONUMENTING THE SOUTHEASTERLY CORNER OF THIS PROPERTY AT A POINT ON THE NORTH LINE OF 400 SOUTH STREET; THENCE NORTH 89°46'57" WEST (SOUTH 89°58'00" WEST RECORD) 178.90 FEET ALONG SAID NORTH LINE PASSING THROUGH ANOTHER REBAR WITH MCNEIL ENGINEERING CAP ACCEPTED AS BEING SET AT A 1.00 FOOT OFFSET LOCATED TO THE EAST OF THE TRUE CORNER; THENCE NORTH 0°32'03" EAST 62.30 FEET (NORTH 00°06'00" EAST 62.30 FEET RECORD); THENCE NORTH 0°13'55" EAST 102.70 FEET (NORTH 00°01'10" WEST 102.70 FEET RECORD); THENCE NORTH 89°46'33" WEST 49.54 FEET (NORTH 89°58'00" WEST 48.63 FEET RECORD); THENCE NORTH 0°13'51" EAST (NORTH 00°01'10" WEST RECORD) 49.50 FEET; THENCE NORTH 89°46'33" WEST 52.48 FEET (SOUTH 89°58'00" WEST 52.5 FEET RECORD) TO THE WEST LINE OF SAID LOT 3; THENCE NORTH 0°13'48" EAST 67.75 FEET (NORTH 00°01'10" WEST 67.5 FEET RECORD) ALONG SAID LOT LINE TO THE POINT OF BEGINNING.

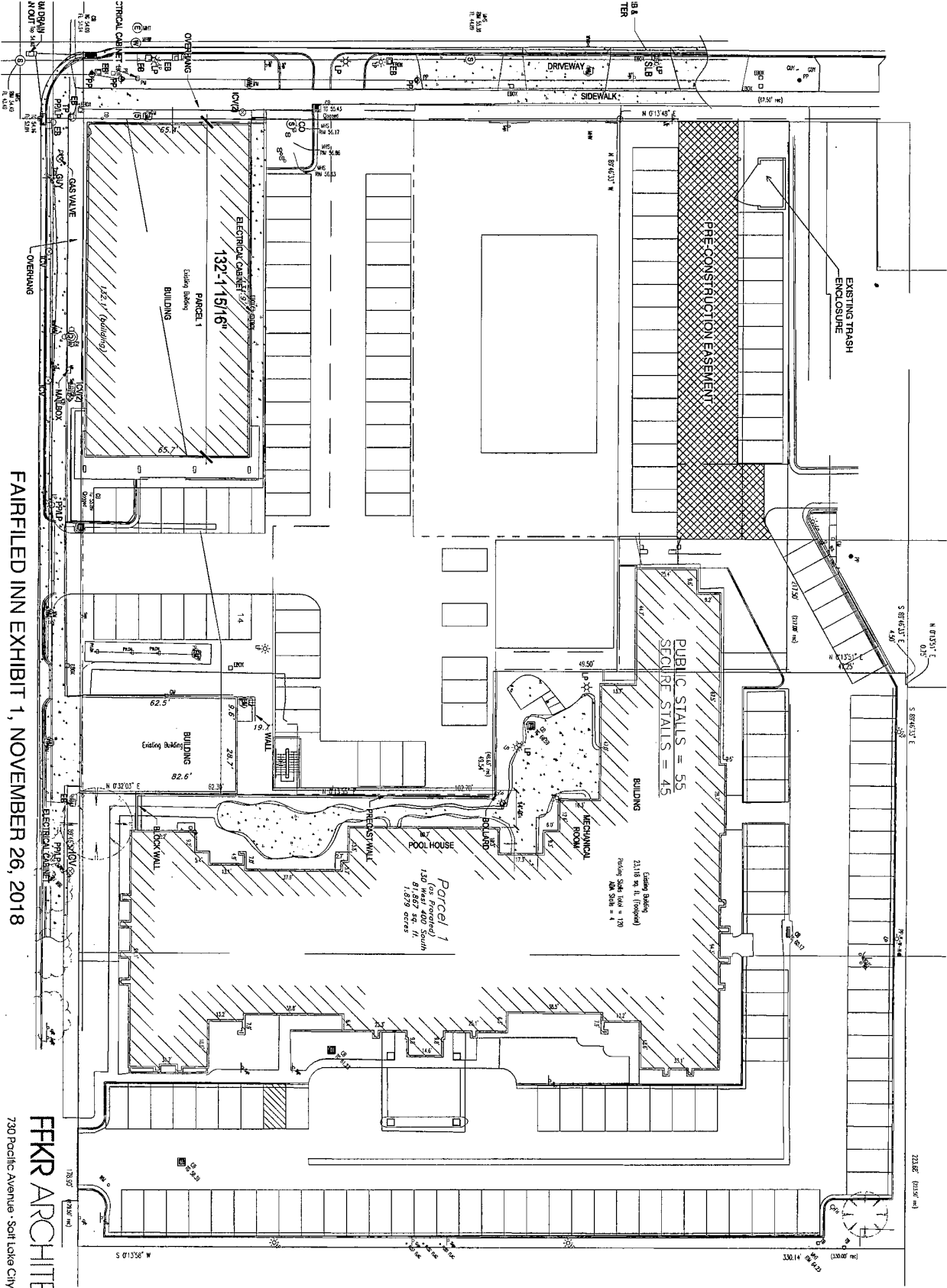
Said property is also known by the street address of:  
130 West 400 South  
Salt Lake City, UT 84101

Being Tax Parcel Nos. 15-01-428-015-0000; 15-01-428-014-0000; and 15-01-428-021-0000.

**EXHIBIT C-1**

**Pre-Construction Easement  
and  
Existing Trash Enclosure**

[see attached]



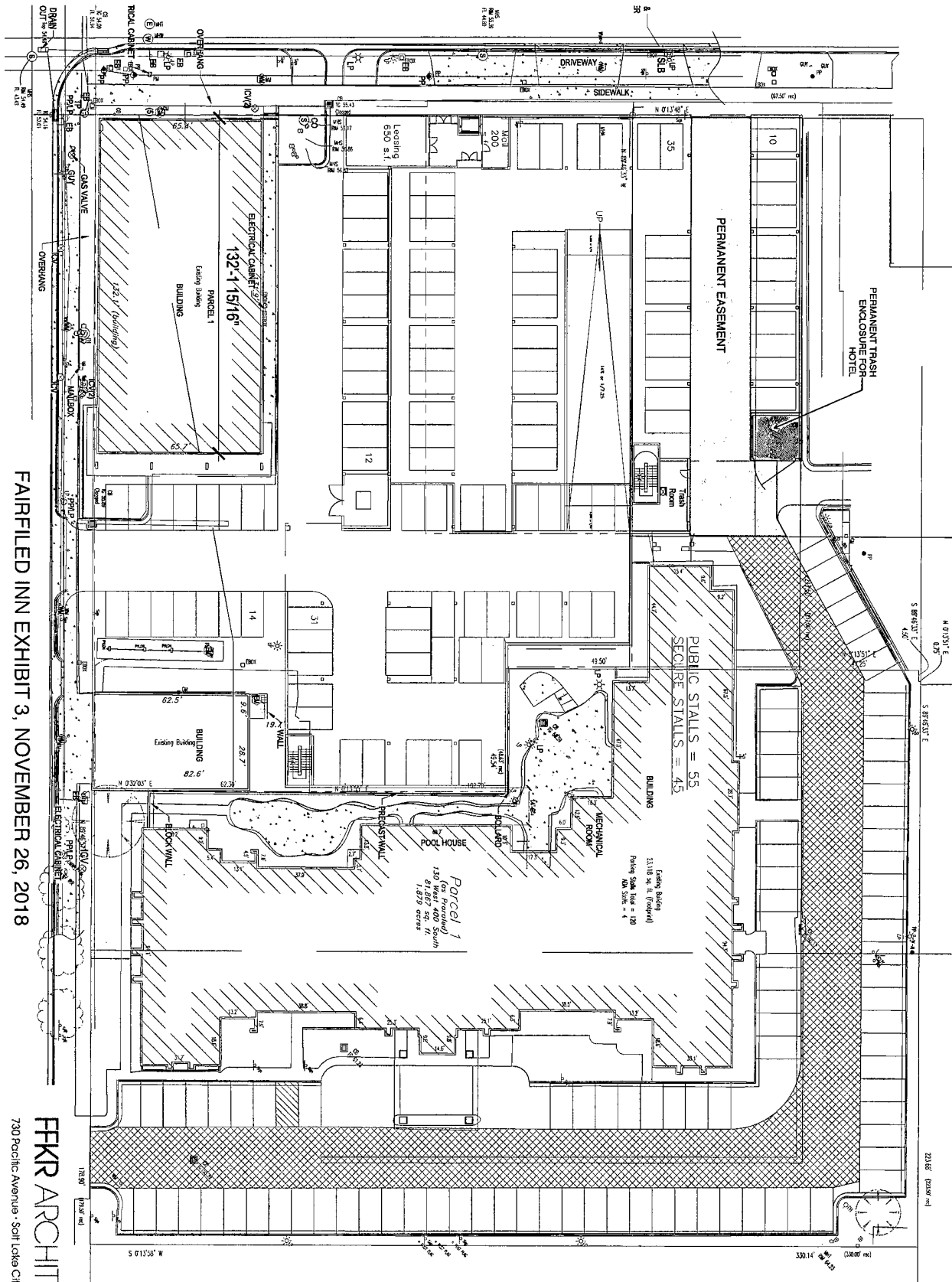
FAIRFILED INN EXHIBIT 1, NOVEMBER 26, 2018

FFKR ARCHITECTS  
 730 Pacific Avenue • Salt Lake City, Utah 84104

**EXHIBIT C-2**

Permanent Trash Enclosure

[see attached]



FAIRFILED INN EXHIBIT 3, NOVEMBER 26, 2018

FFKR ARCHITECTS  
730 Pacific Avenue - Salt Lake City, Utah 84104

**EXHIBIT D**

**Form of Estoppel Certificate**

[OWNER]

Re: Reciprocal Easements Agreement with Covenants, Conditions and Restrictions

Ladies and Gentlemen:

The undersigned hereby certifies to [OWNER], its successors and assigns and its lenders, as follows, with the understanding that such persons and entities will rely on such information:

1. Reference is made to that certain Reciprocal Easements Agreement with Covenants, Conditions and Restrictions dated December \_\_\_\_, 2018, by and between SLHP B Investors, LLC, and SLC 130 WEST OWNER LLC (the "Agreement") recorded as instrument number \_\_\_\_\_ in the Official Records of Salt Lake County, Utah. The Agreement has not been amended, modified, and/or assigned, except for the following:

\_\_\_\_\_

2. The Agreement has not been assigned by the undersigned and there have not been any amendments or modifications to the Agreement which are not described above.

3. The Agreement is in full force and effect. Other than as set forth in the Agreement, there is no other agreement (except for the agreements contained herein) between the Owners (as defined in the Agreement) with respect to the matter contained therein.

4. The undersigned is not in default under the Agreement. There is no defense, offset, claim or counterclaim by or in favor of the undersigned against [OTHER OWNER] under the Agreement or against the obligations of the undersigned under the Agreement. As of the date of this Estoppel Certificate, the undersigned has no knowledge that any passage of time or the giving of notice, or both, will constitute a default under the Agreement by either the undersigned or [OTHER OWNER].

5. The undersigned's current address for notice under the Agreement is the address of the undersigned as set forth in the Agreement, except as otherwise set forth below:

\_\_\_\_\_

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.



**EXHIBIT E**

List of Apartment Plans

- |                                      |   |
|--------------------------------------|---|
| A. Apartment Elevation.PDF           | Elevations prepared by FFKR dated 4/30/18                                 |
| B. 4 <sup>th</sup> South Sushi 1.PDF | Elevations prepared by FFKR dated 4/30/18                                 |
| C. 4 <sup>th</sup> South Sushi 2.PDF | Elevations prepared by FFKR dated 4/30/18                                 |
| D. 108528 Sushi Apartments.PDF       | Site Plan prepared by FFKR dated 8/14/18                                  |
| E. Salt Lake City Design Review Team | Work flow history report – Proposed apartment Development dated 3/21/2018 |