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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
PEG COMPANIES INC  
ATTN: GENERAL COUNSEL  
180 N UNIVERSITY AVE, STE 200  
PROVO UT 84601  
BY: NUA, DEPUTY - WI 64 P.

RETURN RECORDED DOCUMENT TO:

PEG Companies, Inc.  
Attn: General Counsel  
180 North University Avenue, Suite 200  
Provo, UT 84601

Parcels Nos: 15-01-428-028-0000  
15-01-428-015-0000  
15-01-428-014-0000  
15-01-428-021-0000

**AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT  
WITH COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED RECIPROCAL EASEMENTS AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made this 9<sup>th</sup> day of ~~November~~ <sup>December</sup>, 2020, by PEG SLC 360 SOUTH, LLC, a Delaware 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", and together with the Apartment Owner, the "Owners").

**RECITALS**

A. The Apartment Owner (as successor in interest to SLHP B Investors, LLC, a Utah limited liability company) and Hotel Owner are parties to that certain Reciprocal Easements Agreement with Covenants, Conditions and Restrictions, dated as of December 4, 2018 and recorded December 5, 2018 in the Recorder's Office of Salt Lake County at Book 10735, Page 9426 (the "Original REA").

B. The Original REA burdened and benefited both that certain Parcel No. 15-01-428-023-0000 ("SLHP Parcel") and those parcels known by Parcel Nos. 15-01-428-015-0000, 15-01-428-014-0000, and 15-01-428-021-0000 in the Recorder's Office of Salt Lake County as more particularly described on Exhibit B (collectively, the "Hotel Parcels"), attached hereto and incorporated herein by this reference.

C. Apartment Owner is the owner of a certain consolidated parcel known as Parcel No. 15-01-428-028-0000 and situated in Salt Lake City (the "City"), Salt Lake County, State of Utah, more particularly described on Exhibit A, which parcel consolidates the SLHP Parcel with other contiguous real property (as consolidated, the "Apartment Parcel," and together with the Hotel Parcels, each individually a "Parcel" and collectively the "Parcels").

D. Hotel Owner is the owner of the Hotel Parcels, on which Hotel Owner owns and operates a hotel (the "Hotel").

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

F. 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.

G. The Owners desire to amend and restate the Original REA, to continue, as modified herein, those rights and easements over, under, across and upon the Parcels and to continue, as modified herein, those certain covenants, conditions, and restrictions with respect to the use of the Parcels now and in the future, all on the terms and conditions set forth herein.

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 of the Hotel Parcel and Permittees of Hotel Owner shall be benefited by the following easements which are hereby imposed upon the Apartment Parcel and all present and future owners and Permittees of the Apartment Parcel during those periods described herein:

1.1.1. Pre-Construction Access Easement. 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. Prior to the Apartment Driveway Closure (hereafter defined), 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. The Pre-Construction Easement shall expire on the Apartment Driveway Closure Date (hereafter defined) in accordance with the terms hereof.

1.1.2. Permanent Access Easement. Commencing upon the earlier to occur of (i) eighteen (18) months after the Apartment Driveway Closure Date (hereafter defined), and (ii) the issuance of all necessary governmental permits and approvals for the use of the Permanent Access Easement (hereafter defined) (the "*Permanent Access Date*"), a perpetual, non-exclusive easement for access, ingress and egress to, from, upon, over and across the "*Permanent Access Easement*" area located on the Apartment Parcel as depicted on Exhibit C-7 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 Permanent Access Easement. 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 Permanent Access Easement without the prior written consent of Hotel Owner, such consent not to be unreasonably withheld, conditioned or delayed. The Pre-Construction Easement and the Permanent Access Easement are referred to herein, collectively, as the "*Hotel Access Easement*".

1.1.3. Apartment Driveway Closure. Apartment Owner shall have the right to terminate the Pre-Construction Easement and obstruct the Hotel Access Easement located on the Apartment Parcel for a period of no more than eighteen (18) months during the construction of the Apartment Building on the Apartment Parcel (the "*Apartment Driveway Closure*") in accordance with the terms of this Section 1.1.3. The Apartment Driveway Closure shall begin on a date identified by Apartment Owner to Hotel Owner upon no less than ten (10) business days prior written notice (the "*Apartment Driveway Closure Date*"); provided it shall be a condition thereto that each of the following conditions shall have been satisfied prior to the Apartment Driveway Closure Date: (i) Apartment Owner shall have delivered the Compliance Evidence to Hotel Owner and Apartment Owner and Hotel Owner shall have agreed in writing upon such Replacement Compliance Easements as required, in each case, in accordance with Section 1.3, (ii) Apartment Owner shall have delivered the Temporary Emergency Access Easement in accordance with Section 1.1.4, and (iii) Apartment Owner shall have delivered the Temporary Dumpster Storage Easement in accordance with Section 1.2.3. Hotel Owner's access across the Apartment Parcel may be prohibited for not more than eighteen (18) months beginning on the Apartment Driveway Closure Date and terminating on the Permanent Access Date, after which Hotel Owner and its Permittees shall have renewed access to the Hotel Parcel across the Permanent Access Easement pursuant to Section 1.1.2 above. For the avoidance of doubt, the Apartment Driveway Closure shall be a one-time right available to Apartment Owner during the initial construction of the Apartment Building.

1.1.4. Emergency Access. Apartment Owner shall obtain, at Apartment Owner's sole cost and expense, a temporary, non-exclusive easement (the "*Temporary Emergency Access Easement*") in form and substance attached hereto as Exhibit F granted by an owner of land adjacent to the Hotel Parcel providing for vehicular and pedestrian access for fire, life safety, and other emergency vehicles and personnel from one or more public streets to and from the Hotel Parcel in a manner that will cause the Hotel Parcel to continue to comply with all Applicable Law (hereafter defined), including, without limitation, all fire and life safety codes and regulations, during the Apartment Driveway Closure. The Temporary Emergency Access Easement shall be in a location reasonably acceptable to Hotel Owner. Not later than 30 days prior to any expiration of the Temporary Emergency Access Easement, Apartment Owner shall (i) deliver to Hotel Owner a copy of an express written consent from or by the City that the Temporary Emergency Access Easement is no longer required; or (ii) obtain and provide evidence of, at Apartment Owner's sole cost and expense, an extension to, or replacement of, the Temporary Emergency Access Easement in form and substance reasonably acceptable to Hotel Owner.

1.1.5. Signage.

1.1.5.1. A non-exclusive easement in favor of Hotel Owner to maintain the existing Hotel monument signage on the Apartment Parcel in its current location and size to direct Permittees to the Hotel Parcel. The foregoing signage easement shall expire on the Apartment Driveway Closure Date.

1.1.5.2. Commencing on the Permanent Access Date, a perpetual, exclusive easement in favor of Hotel Owner to install, place, maintain and replace from time-time signage on the Apartment Parcel in those locations identified on Exhibit C-8 ("*Permanent Signage Location*"), in a size and design substantially as set forth on Exhibit C-8, or as otherwise approved by Apartment Owner, not to be unreasonably withheld, conditioned or delayed. Prior to the initial

installation of Hotel Owner's signage in the Permanent Signage Location, and in a timely fashion to not unreasonably delay construction of the Apartment Building, Hotel Owner shall provide electrical and other construction requirements to Apartment Owner. Apartment Owner shall, at Apartment Owner's sole cost and expense, install the initial Hotel signage as set forth and in accordance with Exhibit C-8 in the Permanent Signage Location on or prior to the Permanent Access Date utilizing a signage vendor approved by Hotel Owner's franchisor and subject to any modifications thereto required by Hotel Owner's franchisor and approved by Hotel Owner. At Hotel Owner's request, Apartment Owner shall assign to Hotel Owner, at Apartment Owner's expense, any warranties issued by any vendor or contractor in connection with such replacement signage and the installation of the same. Upon the later of (i) the assignment of such warranties or (ii) the completion of the signage in the Permanent Signage Location, Hotel Owner shall take responsibility for the maintenance, upkeep, and, if necessary, the replacement of that signage, which shall be conducted in coordination with the Apartment Owner's property manager.

1.1.6. Drainage. A perpetual, 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 and 1.6 below.

1.2. Grant of Garbage Dumpster Storage Easement.

1.2.1. Permanent Dumpster Storage. Apartment Owner hereby grants to Hotel Owner, for the benefit of the Hotel Parcels and the Hotel Owner's Permittees (which for such purposes, shall include Hotel Owner's garbage disposal provider), 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-9, 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. Pre-Construction Dumpster Storage. Commencing on the date hereof and expiring upon the Apartment Driveway Closure Date, 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-2 hereto for the purposes described in Section 1.2.1 above.

1.2.3. Temporary Dumpster Storage. Following the Apartment Driveway Closure Date and 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 in the location

shown on Exhibit C-4 attached hereto (the "*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 (b) such Temporary Dumpster Storage Area shall not substantially interfere with the operation of the Hotel, and (c) such Temporary Dumpster Storage Area shall allow for the Hotel's use of a trash cart. Apartment Owner hereby grants to Hotel Owner a temporary, non-exclusive easement in favor of Hotel Owner and its Permittees (which for such purposes, shall include Hotel Owner's garbage disposal provider) to permit the location of Hotel Owner's garbage dumpsters on such Temporary Dumpster Storage Area and access thereto for purposes of garbage pickup and drop-off as necessary for Hotel Owner's business (the "*Temporary Dumpster Storage Easement*"). In no event shall the Temporary Dumpster Storage Easement expire prior to the Dumpster Storage Delivery Date. Apartment Owner shall not schedule trash pickup, and shall notify any entity providing trash pickup (including those serving the Condo Parcel trash dumpsters) that trash pickup shall not be scheduled, from the Temporary Dumpster Storage area between 9:00 PM to 8:00 AM, Monday through Friday, and 9:00 PM to 10:00 AM, Saturday and Sunday. At any time that Apartment Owner is coordinating trash pickup for the Hotel or the Condo Parcel, Apartment Owner shall use commercially reasonable efforts to ensure that trash pickups do not occur during such time periods.

1.3. Legal and Regulatory Compliance. 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 Hotel 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 Law ("*Compliance Evidence*"). For the sake of clarity, the issuance to Apartment Owner by the applicable governmental authorities of a building permit and any other written approvals required in connection therewith authorizing Apartment Owner to construct the Apartment Building on the Apartment Parcel, including, without limitation, all demolition, excavation and installation of underground or other utilities in connection therewith, shall be deemed acceptable Compliance Evidence meeting Hotel Owner's satisfaction; provided that if such issued approvals include conditions or require Apartment Owner to take specific steps to ensure Hotel Owner's compliance with Applicable Laws, it shall be a condition to Hotel Owner's approval that Apartment Owner has complied with all such conditions and taken such specific steps. No such condition shall affect the Hotel Parcel without Hotel Owner's prior written approval, not to be unreasonably withheld, and Apartment Owner shall certify to Hotel Owner when the required steps have been taken and approved in writing by the applicable governmental authorities. 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 7.2 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 Law or as otherwise identified and/or required by the applicable governmental authorities (collectively, "*Replacement Compliance Easements*"). If additional or modified Replacement Compliance Easements shall be required at any time after the Apartment Driveway Closure

Date until and including the date which is one-hundred eighty (180) days after the Apartment Owner's receipt of a Certificate of Occupancy for the Project, Apartment Owner agrees to promptly execute, acknowledge, deliver and record such additional or modified Replacement Compliance Easements in form and substance reasonable satisfactory to Apartment Owner and Hotel Owner.

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. Apartment Owner shall have the right to reconfigure and/or relocate the easements described herein and 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. 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 Law, (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.

1.7. Maintenance of Easements.

1.7.1. Driveway Maintenance Obligations. Apartment Owner shall at all times regularly maintain, repair and replace all of the Hotel Access 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 Permanent Trash Enclosure 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 Permanent Trash Enclosure; 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. Grant of Temporary Use Rights. Subject to the express conditions, limitations, reservations, covenants and conditions contained herein, the Hotel Owner hereby grants, effective upon the Temporary Use Commencement Date, a temporary, non-exclusive (except where otherwise expressly indicated herein) easement to Apartment Owner for the Apartment Owner and its contractors, subcontractors, employees and agents (collectively, "*Apartment Owner Parties*") to enter upon the portions of the Hotel Parcel described below for the following purposes, subject to the terms and conditions hereof (collectively, the "*Temporary Use Rights*"). As used

herein, "*Temporary Use Commencement Date*" means the date upon which Apartment Owner and/or the Apartment Owner Parties first enter upon the Hotel Parcel to exercise any of the Temporary Use Rights, which shall be at least ten (10) business days following written notice from the Apartment Owner to Hotel Owner of Apartment Owner's intent to commence its exercise of the Temporary Use Rights.

2.1. Temporary Construction Easement. The Apartment Owner Parties shall have the exclusive right, subject to Section 2.1.5, to enter upon the area labeled "Temporary Construction Easement" on Exhibit C-5 (the "*Temporary Construction Easement*") attached hereto and made a part hereof for the following purposes, each subject to and in accordance with, the terms and conditions set forth herein:

2.1.1. Apartment shall install prior to the commencement of construction of the Apartment Building or use of the Temporary Construction Easement, and thereafter maintain, temporary plywood construction fencing and other construction barriers, secured entry gates, covered walkways and other protective features, each in the locations set forth on Exhibit C-5, to reasonably protect the physical structures and persons on the Hotel Parcels and minimize negative impacts on the use of such area. All such barriers shall be of a design and quality consistent with other first-class construction projects in the City, and shall include such safety, direction and other signage related to the Hotel as is required to comply with Applicable Law or is reasonably requested by Hotel Owner;

2.1.2. Apartment Owner may remove certain existing barrier walls, fencing, tress, and other landscaping located within or adjacent to the Temporary Construction Easement as may be necessary to install the protective features and construction barriers described above and perform construction activities on the Apartment Parcel, in the locations and as more particularly set forth on Exhibit C-3 hereto;

2.1.3. If Apartment Owner determines that it is necessary for purposes of construction of the Apartment Building to perform any soil excavation and backfill within the Temporary Construction Easement, Hotel Owner will reasonably consider any such proposal by Apartment Owner and shall use reasonable efforts to respond to Apartment Owner either approving or disproving any such request within ten (10) business days following Hotel Owner's receipt of all information necessary to evaluate any such request. Apartment Owner will not perform any soil excavation and backfill within the Temporary Construction Easement except pursuant to plans and specifications approved in writing by Hotel Owner following the date hereof, which approval shall not be unreasonably withheld, conditioned or delayed, and subject to such terms and conditions as Hotel Owner shall deem necessary or desirable; and

2.1.4. Apartment Owner shall construct and/or install, as applicable, replacement barrier walls, landscaping and other structures on or about the Temporary Construction Easement as more particularly described in Section 2.2 below.

2.1.5 Notwithstanding anything herein to the contrary, Hotel Owner, the Hotel Owner's employees, agents, contractors and representatives and fire and life safety personnel shall have the right, upon reasonable prior notice and subject to compliance with the reasonable safety protocols established by Apartment Owner (except in the case of emergencies), to enter upon the Temporary Construction Easement as necessary to address emergency situations and to ensure the Hotel Parcel's and the Hotel's compliance with Applicable Law and the terms and conditions of this Agreement and any



franchise agreement or loan documents binding on the Hotel. Further, notwithstanding anything herein to the contrary, Hotel Owner and Hotel Owner's guests, invitees, employees, agents, contractors and representatives shall have the right, at any time and from time to time, to enter upon those portions of the Temporary Construction Easement that are beneath the covered walkways in the locations set forth on Exhibit C-5 for the purpose of walking to and from the Hotel, the Hotel courtyard and the public sidewalk.

2.1.6 Upon Hotel Owner's acceptance of the work conducted pursuant to Section 2.2 herein, including, without limitation, payment by Apartment Owner of all costs and expenses in connection therewith, at the request of either Owner, the Owners shall file a termination of this Temporary Construction Easement with the Salt Lake County Recorder in form reasonably approved by the Owners.

2.2. Restoration of Temporary Construction Easement. Promptly following the earlier to occur of (i) completion of the eastern façade of the Apartment Building adjacent to the Temporary Construction Easement and (ii) the date that is eighteen (18) months following the Temporary Use Commencement Date (the "*TCE Restoration Date*"), Apartment Owner shall repair and restore the Temporary Construction Easement and any other impacted portion of the Hotel Parcel in proximity thereto to at least a similar condition as existed prior to Apartment Owner's commencement of construction. Without limiting the foregoing, as part of such restoration, Apartment Owner shall (x) construct new barrier walls along all portions of the shared boundary between the Hotel Parcel and the Apartment Parcel where the Apartment Building does not serve as a barrier, and (y) replace all damaged and/or removed trees, landscaping, walkways and related structures on or about the Temporary Construction Easement (the work described in this Section 2.2, collectively, the "*TCE Restoration Work*"). All TCE Restoration Work shall be performed in accordance with plans and specifications approved by Hotel Owner in its reasonable discretion (which at a minimum, shall be consistent with the preliminary plans attached hereto as Exhibit C-10 and made a part hereof) using materials of at least comparable quality and design as existed prior to Apartment Owner's exercise of the Temporary Use Rights,. Notwithstanding the foregoing, if at any point following commencement of construction of the Apartment Building, construction work on the Apartment Parcel ceases for more than ninety (90) consecutive days, Hotel Owner may elect by written notice to Apartment Owner to cause Apartment Owner to perform the TCE Restoration Work prior to the TCE Restoration Date.

2.3. Trash Disposal/Emergency Access.

2.3.1. Trash Disposal. The Hotel Owner and its Permittees may utilize the access path shown on Exhibit C-4 to transport garbage during the construction of the Apartment Building to and from the Hotel and the Temporary Dumpster Storage Area.

2.3.2. Alterations Related to Temporary Emergency Access Easement. If the approved Temporary Emergency Access Easement is located along a boundary of the Hotel Parcel, Apartment Owner may demolish a portion of the barrier and other improvements along that boundary of the Hotel Parcel immediately adjacent to the Temporary Emergency Access Easement as reasonably necessary for the passage of emergency vehicles; provided such portion of the demolished barrier shall not exceed the width of four (4) parking stalls. Following any such demolition, Apartment Owner shall secure the exposed

portions of the remaining barrier and install a removable temporary obstruction that will prevent unauthorized ingress and egress through the resulting opening. Hotel Owner will agree not to utilize the four (4) contiguous parking spaces located immediately adjacent to the location of the demolished barrier while the Temporary Emergency Access Easement remains in use. Apartment Owner shall install, at its sole cost and expense, an approximately 8-foot high clearance bar with related posts and anchors on the Hotel Parcel for the purpose of complying with local fire code related to access for fire-trucks, subject to Hotel Owner's prior written approval of the location, materials and design thereof.

Promptly following the Permanent Access Date (or such later date that the Temporary Emergency Access Easement is no longer required to cause Hotel Owner and the Hotel Parcel to comply with Applicable Law), Apartment Owner shall, at its sole cost and expense, remove the approximately 8-foot high clearance bar with related posts and anchors and restore the affected portion of the barrier and adjacent landscaping and paved areas with materials of quality and design consistent with the existing barrier (or landscaping or pavement, as applicable) in accordance with plans and specifications reasonably approved by Hotel Owner.

Until Apartment Owner removes the approximately 8-foot high clearance bar with related posts and anchors and restores the affected portion of the barrier and adjacent landscaping and paved areas, thus restoring all of the parking spaces on the Hotel Parcel, Hotel Owner and its Permittees may, as needed, find and utilize parking in any of the nearby parking lots, and Apartment Owner shall reimburse the cost thereof (for up to six parking spaces at any given time) promptly after Hotel Owner's written demand therefor accompanied by receipts for the cost of such parking.

2.4. Mid-Block Walkway. The Apartment Owner Parties shall have the right to enter upon the Hotel Parcels in the location depicted on Exhibit C-6 for the purpose of constructing the terminus of the pedestrian walkway that extends from 200 W across the Apartment Parcel to the Hotel Parcels ("*Mid-Block Walkway*"). Apartment Owner shall construct such point of termination in accordance with the approved plans attached as Exhibit C-6 and in compliance with all Applicable Law, including without limitation, accessibility laws, codes and regulations. Apartment Owner shall complete the foregoing work no later than thirty (30) days following issuance of a temporary or permanent certificate of occupancy for the Apartment Building, but in no event later than the date twenty-six (26) months following the Temporary Use Commencement Date.

2.5. Terms and Conditions of Temporary Use Rights. The Apartment Owner's exercise of the Temporary Use Rights is hereby subject to the following terms and conditions:

2.5.1. Exercise of Temporary Use Rights.

2.5.1.1. The exercise by Apartment Owner and the Apartment Owner Parties of the Temporary Use Rights, including, without limitation, the performance of any work taking place on the Hotel Parcel, shall be undertaken and performed, as applicable, in a good, orderly and workmanlike manner in accordance with generally accepted construction and engineering practices in the State of Utah, lien free and in accordance with all Applicable Law. In connection therewith, all affected portions of the Hotel Parcels shall be kept in safe, secure and orderly condition. Apartment Owner will, and will cause the Apartment Owner Parties to, use

commercially reasonable efforts to avoid interfering with the use, operation, and enjoyment of the Hotel Parcels and the Hotel by Hotel Owner and Permittees and to minimize any disruption to Hotel Owner and Permittees resulting from the exercise of the Temporary Use Rights, including, without limitation, providing prior notice to Hotel Owner of significant construction activities on or about the Apartment Parcel (such as the commencement of demolition). Without limiting the foregoing, Apartment Owner shall provide Hotel Owner at least twenty-four (24) hours prior notice before accessing any portion of the Hotel Parcels in connection with the exercise of the Temporary Use Rights (provided that once Hotel Owner approves a schedule for trash disposal in connection with Section 2.3 above, Apartment Owner will not be required to provide separate notice for each entry by the Apartment Owner Parties onto the Hotel Parcel for such purposes in accordance with the approved schedule).

2.5.1.2. Apartment Owner and the Apartment Owner Parties may only enter upon the Hotel Parcel to exercise the Temporary Use Rights between the hours of 7:00 AM and 6:00 PM Monday-Friday and 8:00 AM and 5:00 PM on weekends and holidays (all times Salt Lake City, UT time) without the prior approval of Hotel Owner, which shall not be unreasonably withheld, conditioned or delayed, and in all events subject to the limitations imposed by applicable governmental authorities on the times and noise levels for performance of construction activities. Notwithstanding the foregoing, without the prior written approval of Hotel Owner, neither Apartment Owner nor Apartment Owner Parties may exercise the Temporary Use Rights in a manner that results in disruptive noise or vibration, including, without limitation, the operation of any heavy equipment or machinery on or about the Temporary Construction Easement, prior to 8:30 AM, Monday through Friday, and prior to 10:00 AM on weekends and holidays. During the construction of the Apartment Building, Apartment Owner shall comply, at Apartment Owner's sole cost and expense, with all reasonable requests of Hotel Owner's lender, franchisor or property manager relating to Apartment Owners' exercise of the Temporary Use Rights. Apartment Owner agrees that with respect to all matters hereunder requiring the approval of Hotel Owner, it shall be reasonable for Hotel Owner to withhold its approval if the same would require the approval of Hotel Owner's lender, franchisor or manager which has not been obtained or would otherwise cause the Hotel to fail to meet its franchisor's brand standards.

2.5.1.3. The exercise of the Temporary Use Rights (including, without limitation, the performance of all repair and restoration work) shall be at Apartment Owner's sole cost and expense and may only be exercised in connection with the initial construction of the Apartment Building on the Apartment Parcel. The Temporary Use Rights shall be personal to the original named Apartment Owner (i.e., PEG SLC 360 SOUTH, LLC) and shall not be transferable or assignable by Apartment Owner to any successor owner of all or any portion of the Apartment Parcel or any other party without Hotel Owner's prior written consent, except for a transfer of such rights to a Mortgagee (as defined below) of Apartment Owner that acquires title to the Apartment Parcel by foreclosure of its Mortgage or deed in lieu thereof.

2.5.2. Term. The Temporary Use Rights will terminate on the earlier of (i) twenty (20) months following the Temporary Use Commencement Date or (ii) the date which is sixty (60) days following the date on which Apartment Owner has substantially completed the core and shell of the Apartment Building (except for the Temporary Use Rights pertaining to construction of the Mid-Block

Walkway, which shall survive until the completion deadline set forth in Section 2.4 above). The issuance of the first certificate of occupancy, temporary certificate of occupancy or similar approval for the core and shell of the Apartment Building shall be evidence of such completion. Upon termination of the Temporary Use Rights, Apartment Owner shall, upon the written request of Hotel Owner, record a written instrument to evidence such termination.

2.5.3. Damage to Hotel Parcels. Apartment Owner covenants that it will at all times during the course of the construction of the Apartment Building maintain the lateral and subjacent support of the Hotel Parcels, and will protect the Hotel Parcels, including the Hotel and any personal property of Hotel Owner and Permittees located on or about the Hotel Parcels, from any damage thereto arising from or connected with the construction of the Apartment Building or the exercise of the Temporary Use Rights. If, during the course of construction of the Apartment Building and/or exercising the Temporary Use Rights any damage, including excessive wear and tear, is caused to the Hotel Parcels, including the Hotel or any other property or improvements situated on the Hotel Parcels, Apartment Owner shall, at its sole cost and expense, immediately repair, or cause to be repaired, all such damage at such times and in such lien-free, good and workmanlike manner, in accordance with all Applicable Law and as are reasonably acceptable to Hotel Owner. If Apartment Owner fails to commence work to repair any such damage within thirty (30) days after receiving written notice from Hotel Owner (or such later period as is expressly set forth in Sections 2.1-2.3 herein with respect to specific elements of Apartment Owner's work), or fails to diligently pursue such work after commencing such work, or if such work is not done in a good and workmanlike manner and in compliance with Applicable Law, Hotel Owner may, after giving Apartment Owner ten (10) business days written notice (except in the event of an emergency, in which event notice should be given as soon as commercially reasonable), perform or correct the work, whether by contract or otherwise, and Apartment Owner will pay any and all out-of-pocket costs and charges therefore promptly following completion of such work together with interest thereon at the rate of ten percent (10%) per annum from the date incurred until the date such amount is paid in full. Hotel Owner's Mortgagee shall have the right, but not the obligation, to perform or correct said work, whether by contract or otherwise, on behalf of Hotel Owner, and such performance or corrective work shall have the same effect under this Agreement as though performed or corrected by Hotel Owner.

2.5.4. Insurance. Apartment Owner shall, and shall cause the Apartment Owner Parties to, maintain insurance of the types and minimum coverage amounts as set forth in this Section 2.5.4 at all times during its exercise of the Temporary Use Rights. Such insurance coverages shall include (i) Commercial General Liability insurance with limits of not less than One Million Dollars (\$1,000,000) each occurrence, Two Million Dollars (\$2,000,000) general aggregate and (ii) Umbrella Excess Liability insurance with limits of not less than Ten Million Dollars (\$10,000,000) per occurrence and aggregate, (ii) Completed Value Builder's Risk insurance with respect to the construction of the Apartment Building and all other work to be performed by Apartment Owner on the Hotel Parcels in accordance with the terms hereof, which shall, at minimum, cover "special perils" related to such work and materials related thereto, and (iii) Workers compensation and employers liability insurance with employers liability limits of not less than \$1,000,000 each accident for bodily injury by accident or by disease. Such insurance shall include contractual liability coverage for all insurable indemnity obligations of Apartment Owner under this Agreement, and all of the Indemnified Parties (as defined below) shall be named additional insureds under a blanket additional insured endorsement. Such policy of insurance shall remain in effect for the term described in Section 1.3.2 and shall also provide that the insurer shall not cancel, modify or fail to renew such coverage without thirty (30) days' prior written notice to Hotel Owner. Prior to exercising the

Temporary Use Rights by Apartment Owner, Apartment Owner shall deliver to Hotel Owner a certificate of insurance evidencing the above minimum limits, endorsements and notification requirements and naming Hotel Owner, and at Hotel Owner's request, Hotel Owner's Mortgagee, manager and/or franchisor as additional insureds thereunder. Any insurance policies required pursuant to this Section 2.5.4 shall be issued by an insurance company licensed in the State of Utah and with an AM Best rating of at least A- VII.

2.5.5. Indemnity. Apartment Owner shall hold free and harmless, defend (with counsel reasonably approved by Hotel Owner) and indemnify Hotel Owner, Hotel Owner's Mortgagee, manager and/or franchisor and their respective direct and indirect members, officers, directors, employees, agents, tenants, guests, licensees and invitees (herein collectively called "Indemnified Parties") from all liabilities, penalties, costs (including, without limitation, reasonable attorneys' fees), losses, damages, expenses, causes of action, claims or judgments to the extent resulting from (i) injury to or the death of any person (including, without limitation, any of the Indemnified Parties and Apartment Owner's employees and agents) or (ii) physical damage to property of any kind wherever located and by whomever owned (including, without limitation, the Hotel Parcels, the Hotel and property of any of the Indemnified Parties) (collectively, "Claims") to the extent caused by or arising out of the exercise of the Temporary Use Rights by Apartment Owner or the Apartment Parties; except to the extent resulting from an Indemnified Party's gross negligence or willful misconduct; provided that Apartment Owner shall not be liable to Hotel Owner or any other Indemnified Party pursuant to this Section 2.5.5 for special, punitive or consequential damages except for consequential damages that were reasonably foreseeable or arising out of the fraud, willful misconduct or gross negligence of Apartment Owner. This indemnity provision shall survive for a period of twenty-four (24) months, from the later of (A) expiration of the term of described in Section 2.5.2 or (B) substantial completion of the Apartment Building and other work required to be performed by Apartment Owner hereunder; provided that any Claims brought prior to such period shall survive until final resolution of such Claim.

2.5.6. Liens. Apartment Owner shall, within ten (10) business days of receiving notice of any lien against the Hotel Parcel, remove or bond over in accordance with Applicable Law any liens on the Hotel Parcels arising from any exercise of the Temporary Use Rights or any related entry by Apartment Owner or the Apartment Owner Parties onto Hotel Parcels, and shall hold harmless, indemnify and defend Hotel Owner from and against any mechanics' or other liens on the Hotel Parcels or exercise of the Temporary Use Rights, including any related entry by Apartment Owner onto the Hotel Parcels.

2.5.7 Amendments; Consents. In the event it becomes necessary, in Apartment Owner's reasonable discretion, to amend any of the Exhibits referred to in this Section 2 or any plans and specifications pertaining to the exercise of the Temporary Use Rights previously approved by Hotel Owner in accordance with this Agreement, Hotel Owner will not unreasonably withhold, condition or delay its consent to any such amendment as long the proposed amendment could not reasonably be expected to have a material or adverse effect on the Hotel Parcel, the Hotel Owner or the operation of the Hotel, or require Hotel Owner to incur any additional cost, liability or obligation (a "*Minor Modification*"). Hotel Owner shall from time to time prior to substantial completion of the Apartment Building provide Apartment Owner with the name and contact information for Hotel Owner's then current asset manager for the Hotel, and such person shall act as Apartment Owner's central point of contact for any such proposed amendment or modification. Hotel Owner's approval of any such Minor Modification may be

provided by an e-mail from Hotel Owner's then current asset manager expressly approving such proposed Minor Modification (and, for the avoidance of doubt, all other approvals required of Hotel Owner hereunder must be in writing).

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

3.1. 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:

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

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

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

3.2. Intentionally Omitted.

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

3.3.1. 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;

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

3.3.3. Storage or sales of petroleum products;

3.3.4. Intentionally omitted;

3.3.5. Movie theaters, bowling alleys, miniature golf courses, video arcades or the like;

3.3.6. 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;

3.3.7. Sales of paraphernalia related to illegal drugs;

3.3.8. Any business utilizing an outdoor loudspeaker system;

3.3.9. The storage of explosives or any hazardous material other than customary cleaning products used in the ordinary course of business for cleaning and maintenance of retail space that are used and stored in compliance with all Applicable Law;

3.3.10. Laundry or dry cleaning businesses;

3.3.11. Medical emergency facilities;

3.3.12. Funeral parlors, mortuaries or similar services;

3.3.13. Thrift stores, pawn shops, liquidation outlets, flea markets or other store selling used, damaged, discontinued, or surplus merchandise; or

3.3.14. Off-track betting or other gambling establishments.

Notwithstanding anything contained herein to the contrary, the then current franchisor of the Hotel shall be an intended third party beneficiary of this Section 3.3.

3.4. 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.

3.5. 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.

#### 4. Term; Modification and Termination.

4.1. 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 (except as expressly set forth herein with respect to the Temporary Use Rights), 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 3.1, 3.2 and 3.3 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 for purposes of alteration, renovation, replacement, or in connection with any casualty, condemnation, governmental order or other event of force majeure (as described in Section 11.15) 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 3.1-3.3 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.

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

5. Insurance.

5.1. 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.

5.2. 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.

5.3. 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.

5.4. 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.

5.5. 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.

6. Event of Default; Remedies.

6.1. 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 8 below, the non-defaulting Owner shall provide a copy of all default notices to the defaulting Owner's Mortgagee.

6.2. 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.

6.3. 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.

## 7. Apartment Building Construction.

7.1. 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 Law, 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.

7.2. Apartment Owner has provided Hotel Owner electronic 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 3 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.

## 8. Mortgagees.

8.1. 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.

8.2. 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.

8.3. 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.

9. 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.

10. 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.

11. Miscellaneous.

11.1. 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.

11.2. 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. However, the Parties agree that at Apartment Owner's request, Hotel Owner will agree to release the retail building to be constructed by Apartment Owner abutting 400 South in the location depicted on Exhibit C-11 if: (i) following such release, the Hotel and the Hotel Parcel will continue to comply with all Applicable Law, (ii) the parcel of land on which such retail parcel is located ("*Retail Parcel*") is legally subdivided as a parcel separate and apart from the Apartment Parcel and does not include any part of the Apartment Building or any easement granted hereunder and benefiting the Hotel Parcel, and (iii) such release is undertaken in connection with the sale of the Retail Parcel to a Person unaffiliated with either Party. If the foregoing conditions to release are satisfied, the Parties will file, at no cost or expense to Hotel Owner, a mutually acceptable release of this REA as to only the Retail Parcel.

11.3. 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.

11.4. 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.

11.5. 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.

11.6. 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.

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

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

11.9. 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.

11.10. No Third Party Beneficiaries. It is expressly understood and agreed that, except as expressly set forth in Section 3.3 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.

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

11.12. 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.

11.13. 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.

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

11.15. 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; provided, however, no Owner shall be entitled to extensions of their respective obligations hereunder by reason of such force majeure events in excess of ninety (90) days in the aggregate.

11.16. 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.

11.17. 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.

11.18. 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

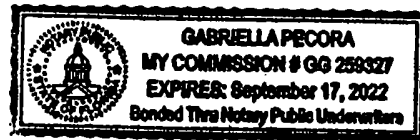
\_\_\_\_\_  
By: Brian Kim  
Its: Managing Director

STATE OF Florida )  
  ) : ss  
COUNTY OF Palm Beach )

On the 4<sup>th</sup> day of December, 2020, personally appeared before me Brian Kim, the managing Director of SLC 130 WEST OWNER LLC, a Delaware 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 Florida

Commission Expires: 09-17-2022



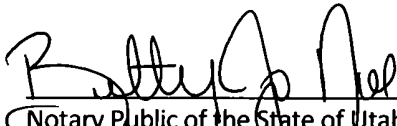
**APARTMENT OWNER**

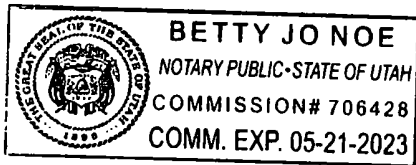
**PEG SLC 360 SOUTH, LLC,**  
a Delaware limited liability company

  
By: Rob Fetzer  
Its: Authorized Representative

STATE OF UTAH        )  
                              : SS  
COUNTY OF UTAH    )

On the 8 day of December, 2020, personally appeared before me Rob Fetzer the Authorized Rep of PEG SLC 360 South, LLC, a Delaware 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: 5/21/2023



**EXHIBIT A**

(Legal Description of Apartment Parcel)

**A PART OF LOTS 3 AND 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 A POINT ON THE EAST LINE OF 200 WEST STREET LOCATED 100.00 FEET NORTH 0°13'48" EAST ALONG SAID EAST LINE FROM THE SOUTHWEST CORNER OF SAID BLOCK 50; AND RUNNING THENCE NORTH 0°13'48" EAST 182.25 FEET ALONG SAID EAST LINE OF 200 WEST STREET TO THE SOUTH LINE OF BROADWAY LOFTS CONDOMINIUMS AS STAKED ON THE GROUND; THENCE SOUTH 89°47'02" EAST 165.08 FEET ALONG SAID SOUTH LINE TO THE LOT LINE COMMON TO SAID LOTS 3 AND 4; THENCE SOUTH 0°13'48" WEST 67.75 FEET ALONG SAID LOT LINE; THENCE SOUTH 89°46'33" EAST 52.48 FEET; THENCE SOUTH 0°13'51" WEST 49.50 FEET; THENCE SOUTH 89°46'33" EAST 49.54 FEET; THENCE SOUTH 0°13'55" WEST 102.70 FEET; THENCE SOUTH 0°32'03" WEST 62.30 FEET TO THE NORTH LINE OF 400 SOUTH STREET; THENCE NORTH 89°46'57" WEST 101.68 FEET ALONG SAID NORTH LINE TO THE LOT LINE COMMON TO SAID LOTS 3 AND 4; THENCE NORTH 0°13'48" EAST 67.71 FEET ALONG SAID LOT LINE; THENCE NORTH 89°47'54" WEST 7.07 FEET; THENCE NORTH 0°13'48" EAST 32.34 FEET; THENCE NORTH 89°47'54" WEST 158.01 FEET TO THE EAST LINE OF 200 WEST STREET AND THE POINT OF BEGINNING.**

**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**

[see attached]



**EXHIBIT C-2**

Existing Trash Enclosure

[see attached]



**EXHIBIT C-3**

Demolition Area

[see attached]

200 WEST 200 WEST

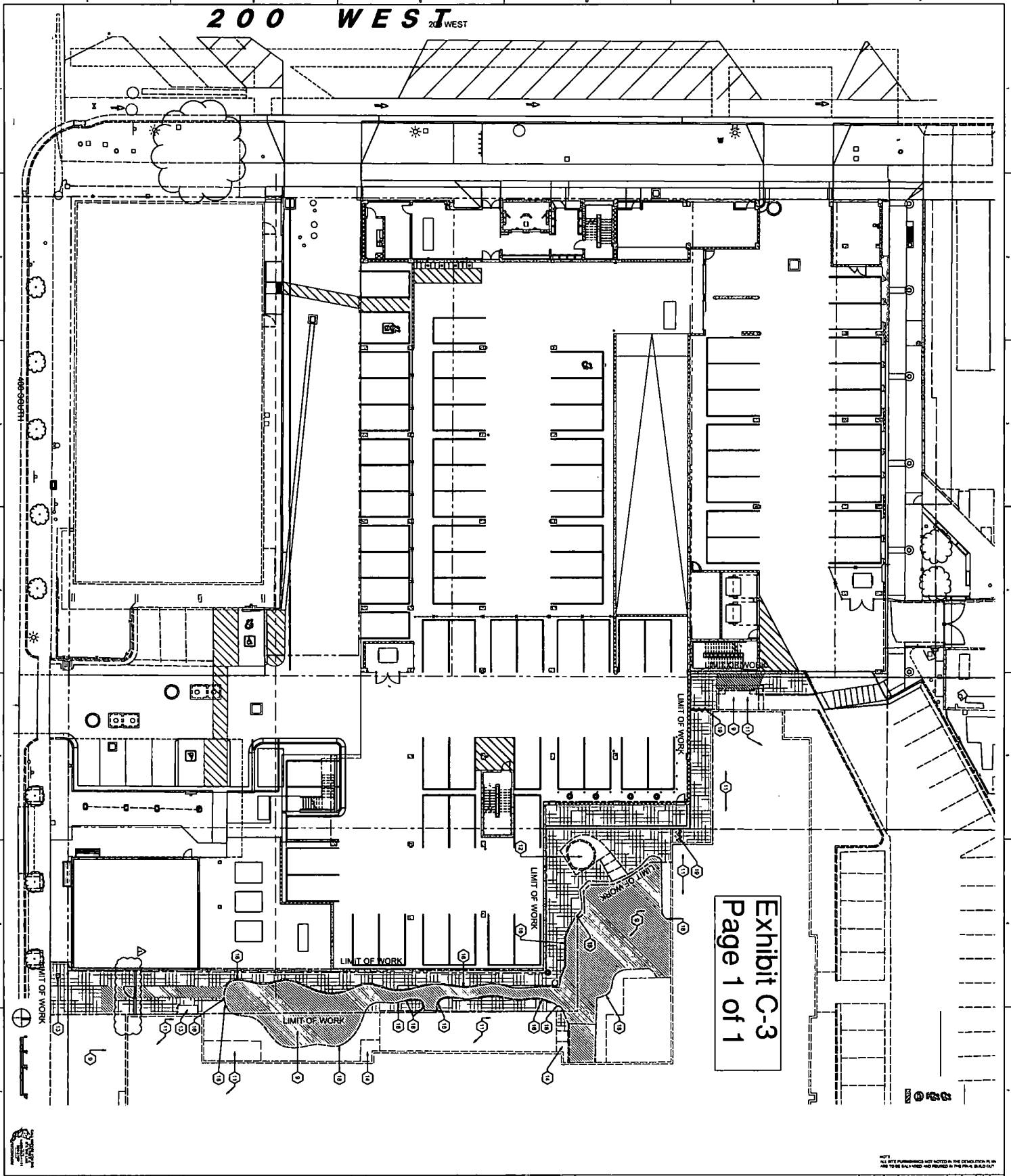


Exhibit C-3  
Page 1 of 1

**REFERENCE NOTES**  
1. ALL SITE FURNISHINGS NOT NOTED IN THE DETAILS ARE TO BE PROVIDED AND INSTALLED BY THE CONTRACTOR.  
2. MATERIALS TO BE USED SHALL BE APPROVED BY THE ARCHITECT.  
3. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.  
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY PERMITS AND ORDINANCES.  
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE IBC AND ALL APPLICABLE CODES.  
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.

**GENERAL NOTES**  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY.  
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY.  
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9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY.  
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SALT LAKE CITY.

**MATERIALS LEGEND**  
1. MATERIAL TO BE USED SHALL BE APPROVED BY THE ARCHITECT.  
2. ALL MATERIALS SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.  
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY PERMITS AND ORDINANCES.  
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE IBC AND ALL APPLICABLE CODES.  
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
8. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.  
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SLC PERMITS AND ORDINANCES.

TEMPORARY  
SITE  
DEMOLITION  
PLAN  
SD0001T

**THE REVIVAL**  
355 SOUTH 200 WEST SALT LAKE CITY, UTAH 84101  
PEG DEVELOPMENT  
PERMIT SET - FEBRUARY 24, 2020

**FFKR ARCHITECTS**  
700 POCOCK AVENUE - SALT LAKE CITY, UTAH 84101  
C 801.225.5516 - FFKR.COM

BK 11076 PG 7283

**EXHIBIT C-4**

Temporary Dumpster Storage Area

[see attached]



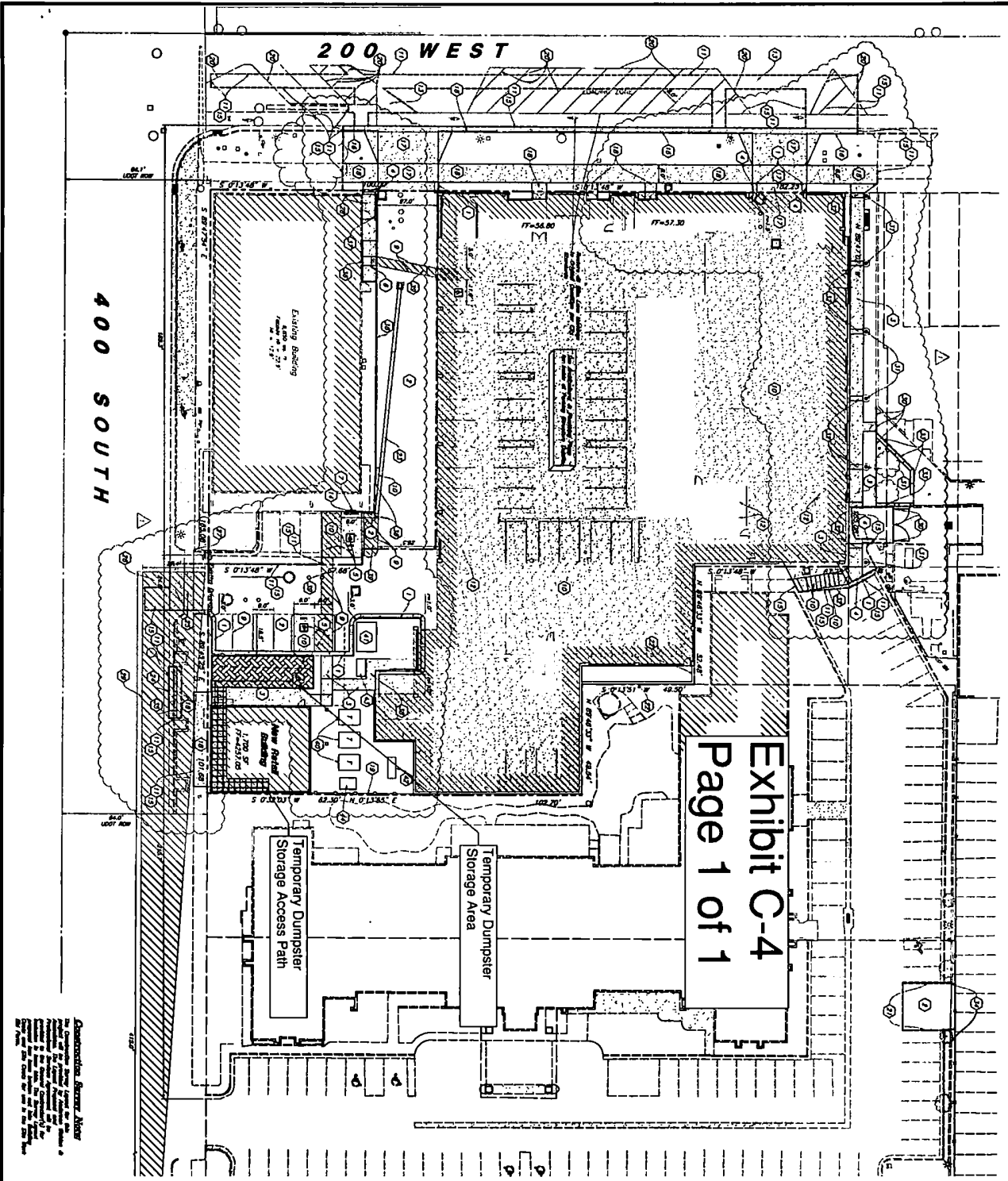


Exhibit C-4  
Page 1 of 1

Construction Agency Allowance  
The Construction Agency Allowance is provided for the construction of the project. The amount of the allowance is \$100,000.00. The allowance is to be used for the construction of the project. The allowance is to be used for the construction of the project.

- Site Data  
 Site Area = 49,276 s.f. (0.113 ac.)  
 Landscape Area Provided = 4,987 s.f. (0.113 ac.)  
 Impervious Area Provided = 3,200 s.f. (0.073 ac.)  
 Building Area = 41,554 s.f. (0.948 ac.)  
 Apartment Building = 40,054 s.f.  
 Retail Building = 1,500 s.f.
- Site Construction Allowance  
 1. Area of Site = 49,276 s.f.  
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	<b>Site Plan</b> <b>The Revival Apartments</b> 360 South 200 West Salt Lake City, Utah	 <b>ANDERSON WAHLEN &amp; ASSOCIATES</b> 2010 North Redwood Street, Salt Lake City, Utah 84116 801-531-6229 - anderson@ana.com	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>07/26/2010</td> <td>PRELIMINARY #1</td> </tr> <tr> <td>2</td> <td>08/27/2010</td> <td>CITY REVIEW</td> </tr> <tr> <td>3</td> <td>01/20/2011</td> <td>100% SUBMITTAL</td> </tr> <tr> <td>REV</td> <td>DATE</td> <td>DESCRIPTION</td> </tr> </table>	NO.	DATE	DESCRIPTION	1	07/26/2010	PRELIMINARY #1	2	08/27/2010	CITY REVIEW	3	01/20/2011	100% SUBMITTAL	REV	DATE	DESCRIPTION
	NO.	DATE	DESCRIPTION															
1	07/26/2010	PRELIMINARY #1																
2	08/27/2010	CITY REVIEW																
3	01/20/2011	100% SUBMITTAL																
REV	DATE	DESCRIPTION																
<b>CL1</b> 21 Feb 2010																		

**EXHIBIT C-5**

**Temporary Construction Easement**

[see attached]



200 WEST 200 WEST

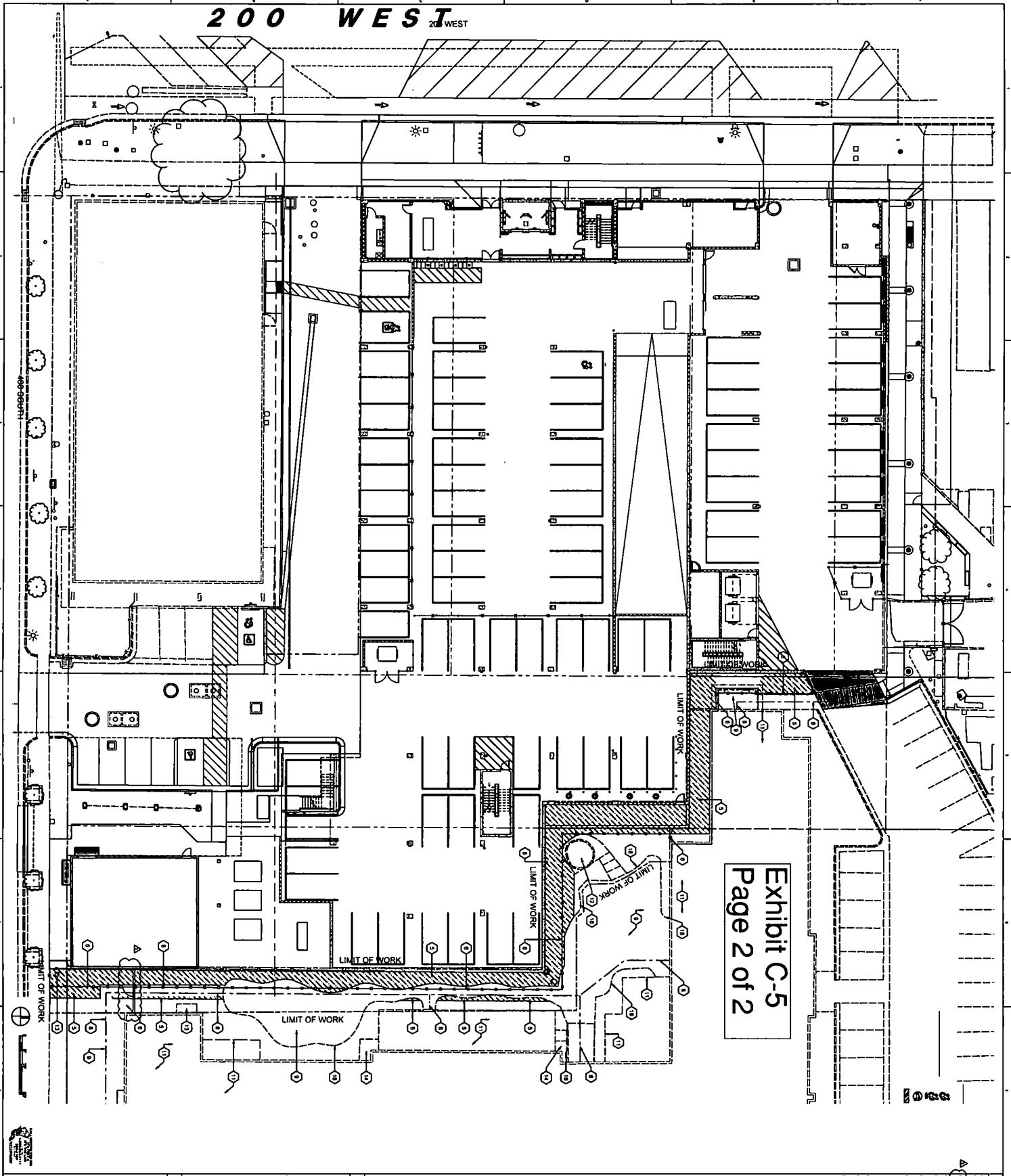


Exhibit C-5  
Page 2 of 2

- REFERENCE NOTES**
- 1. EXISTING CONSTRUCTION - SEE SETS.
  - 2. EXISTING CONSTRUCTION - SEE SETS.
  - 3. EXISTING CONSTRUCTION - SEE SETS.
  - 4. EXISTING CONSTRUCTION - SEE SETS.
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  - 19. EXISTING CONSTRUCTION - SEE SETS.
  - 20. EXISTING CONSTRUCTION - SEE SETS.

**GENERAL NOTES**

1. GENERAL NOTES TO BE READ IN CONJUNCTION WITH THE PERMIT SET.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY PERMITS AND ORDINANCES.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF SALT LAKE CITY PERMITS AND ORDINANCES.
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**MATERIALS LEGEND**

- 1. Temporary
- 2. Permanent
- 3. Construction
- 4. Utility
- 5. Other

THE REVIVAL  
355 SOUTH 200 WEST SALT LAKE CITY, UTAH 84101  
PEG DEVELOPMENT  
PERMIT SET - FEBRUARY 24, 2020

TEMPORARY  
SITE  
MATERIALS  
PLAN  
LA101T

**FFKR ARCHITECTS**  
200 Pacific Avenue - 6th Floor - Salt Lake City, Utah 84101  
313.466.4444 - www.fffkr.com

**EXHIBIT C-6**

Mid-Block Walkway

[see attached]



**EXHIBIT C-7**

**Permanent Access Easement**

**[see attached]**





**EXHIBIT C-8**

Permanent Signage Location

[see attached]

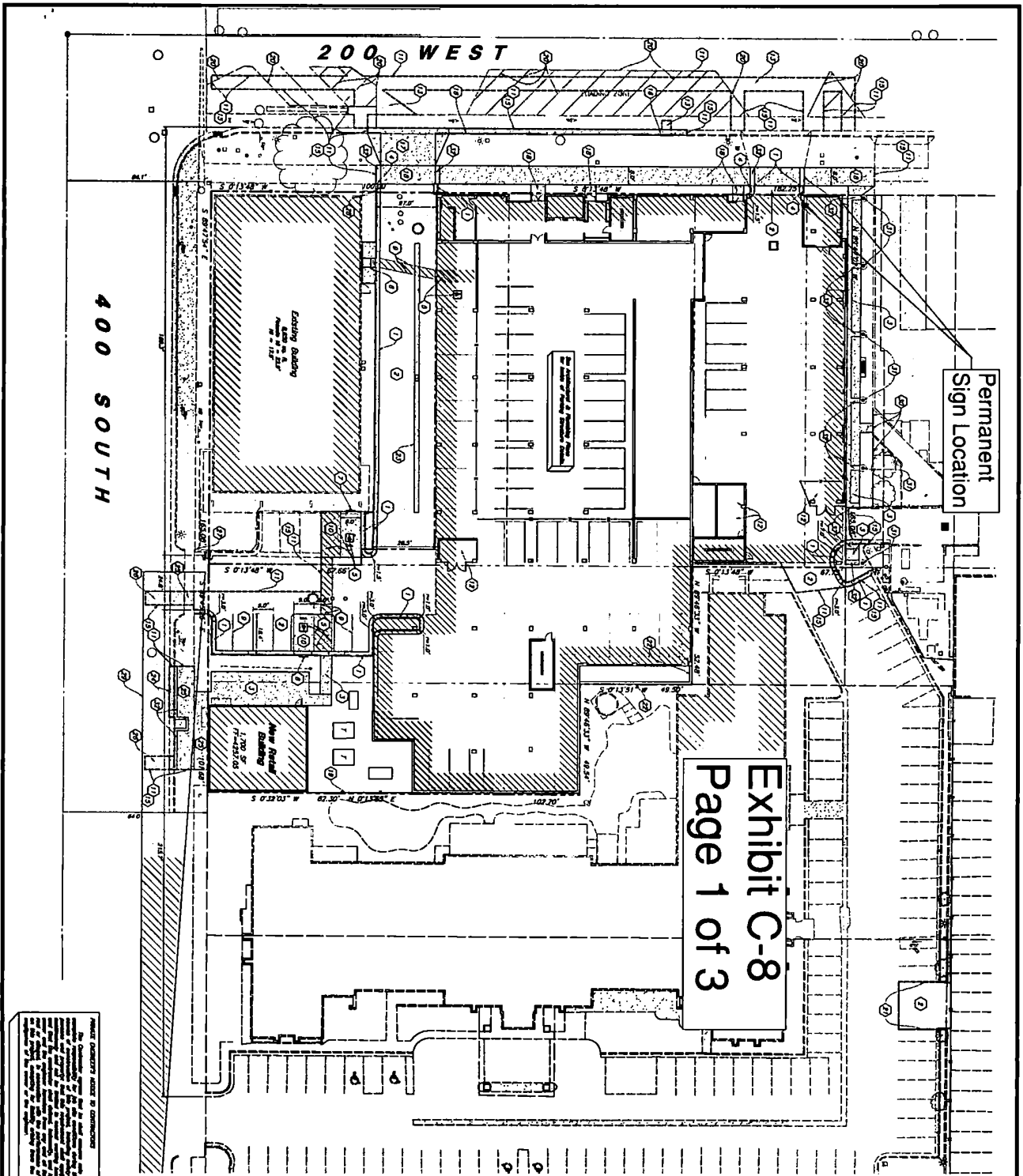


Exhibit C-8  
Page 1 of 3

**PERMIT APPLICANT'S AGENT OR CONSULTANT**  
The Consultant hereby certifies that the information provided in this application is true and correct to the best of their knowledge and belief, and that they are not aware of any facts or circumstances which would render the information provided in this application false or misleading. The Consultant also certifies that they are not aware of any facts or circumstances which would render the information provided in this application false or misleading.

**Other Related Plans**  
The Consultant hereby certifies that they are not aware of any facts or circumstances which would render the information provided in this application false or misleading.

**GENERAL NOTES**  
1. The applicant shall provide a copy of this plan to the City of Salt Lake City, Utah, for review and approval.  
2. The applicant shall provide a copy of this plan to the City of Salt Lake City, Utah, for review and approval.

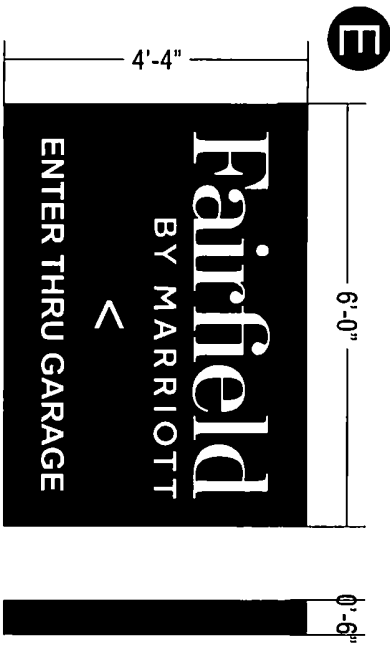
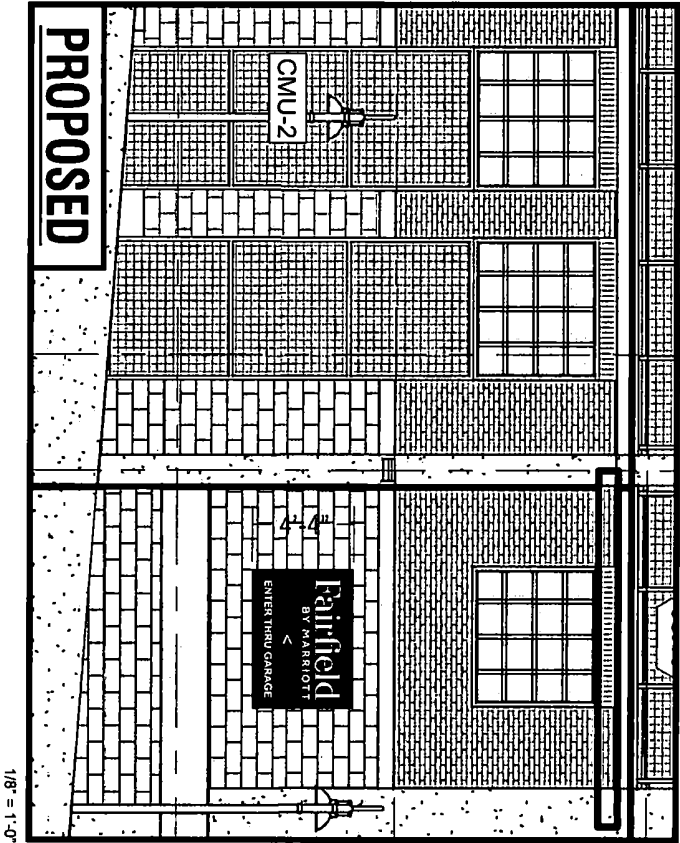
- Site Characteristics Notes**
- 1. Contour interval = 2' (see notes)
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  - 96. Contour interval = 2' (see notes)
  - 97. Contour interval = 2' (see notes)
  - 98. Contour interval = 2' (see notes)
  - 99. Contour interval = 2' (see notes)
  - 100. Contour interval = 2' (see notes)

**Site Data**  
Site Area = 49,721 s.f. (1.134 ac.)  
Residential Area Provided = 4,599 s.f. (0.105 ac.)  
Commercial Area Provided = 4,599 s.f. (0.105 ac.)  
Total Area = 9,198 s.f. (0.210 ac.)  
Residential Density = 120.0 units/acre  
Commercial Density = 120.0 units/acre

Scale: 1" = 20'



**Exhibit C-8**  
**Page 2 of 3**



- Scope of work:**
1. Install new routed aluminum cabinet backed w/white lexan, LED lit.
  2. Connect to power.

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

1/4" = 1'-0"

**APPROVAL BOX - PLEASE INITIAL**

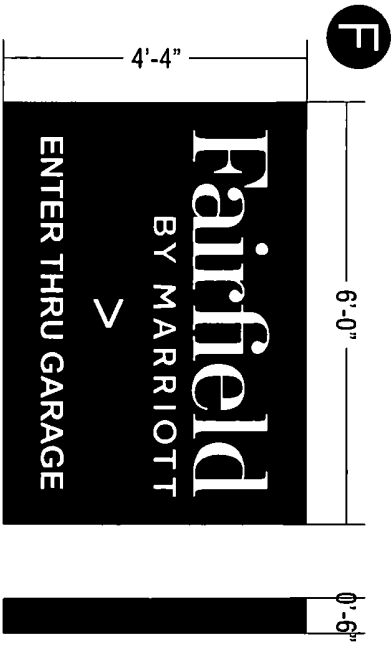
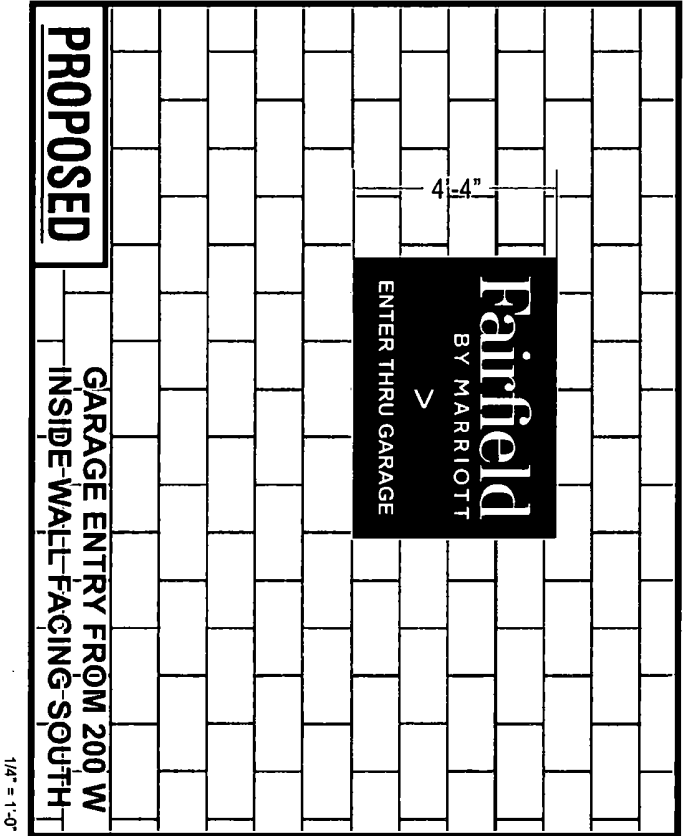
<b>CUSTOMER APPROVAL</b>	<b>Date</b>
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<b>Customer:</b> FAIRFIELD INN & SUITES	<b>Date:</b> 03.24.20	<b>Prepared By:</b> MW	<b>Note:</b> Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If these colors are incorrect, please provide the correct PMS match and a revision to this drawing will be made.
<b>Location:</b> SALT LAKE CITY, UT	<b>File Name:</b> SALT LAKE CITY, UT	<b>Eng:</b> _	



**ENTERA**  
Your total branding solution  
www.Enteringranding.com

**Exhibit C-8**  
**Page 3 of 3**



**Scope of work:**

1. Install new routed aluminum cabinet backed w/white lexan, LED lit.
2. Connect to power.

**NOTE:** Elevation drawings are for customer approval only, drawings are not to be used as any installation guide, all dimensions must be verified before installation.

1/4" = 1'-0"

**APPROVAL BOX - PLEASE INITIAL**

CUSTOMER APPROVAL \_\_\_\_\_ Date \_\_\_\_\_

Customer:	FAIRFIELD INN & SUITES	Date:	03.24.20	Prepared By:	MW	<small>Note: Color output may not be exact when viewing or printing this drawing. All colors used are PMS or the closest CMYK equivalent. If there colors are incorrect, please provide the correct PMS number and a revision to this drawing will be made.</small>
Location:	SALT LAKE CITY, UT	File Name:	SALT LAKE CITY, UT	Eng:	-	



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**EXHIBIT C-9**

Permanent Trash Enclosure

[see attached]

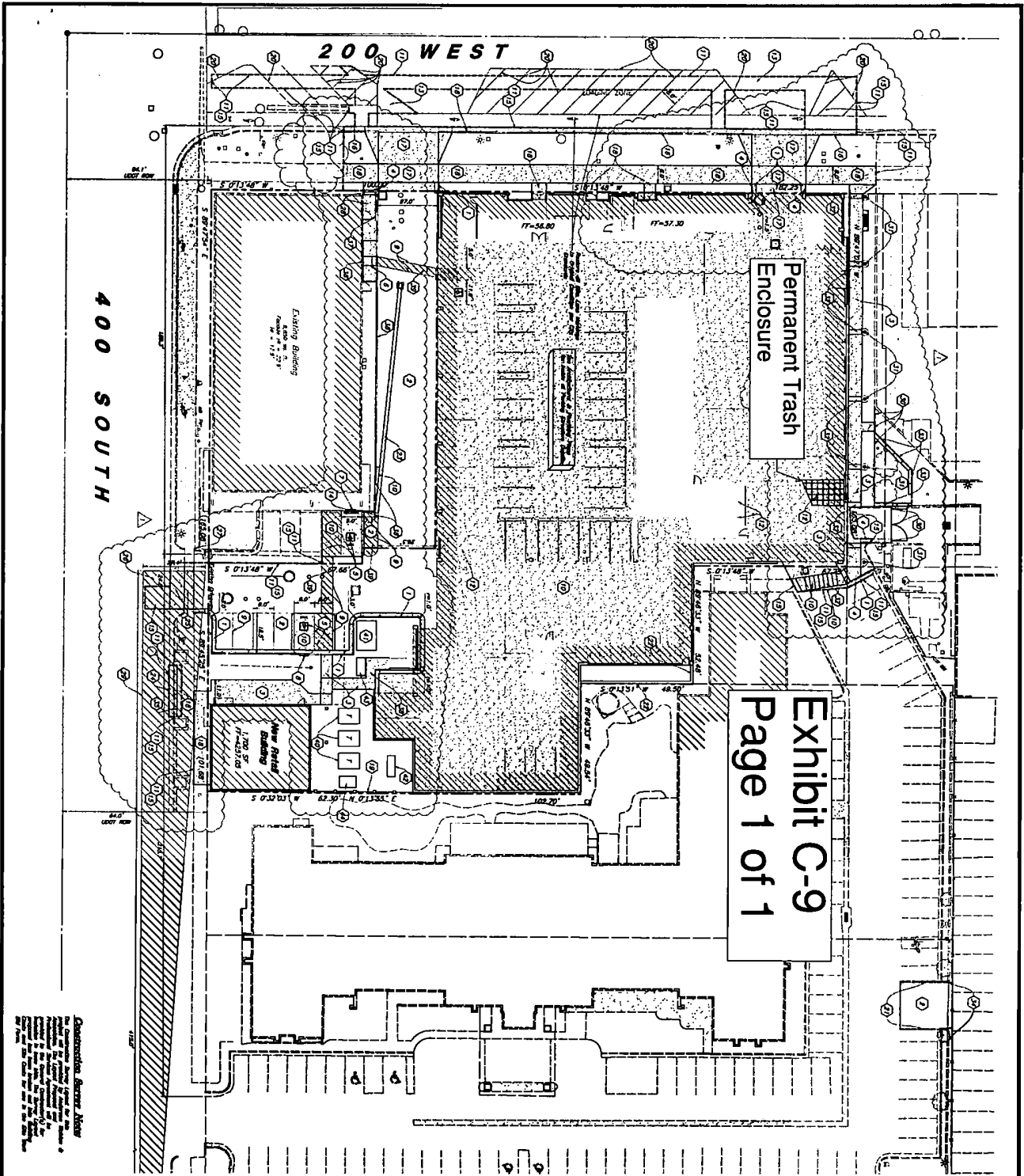
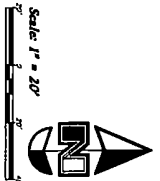


Exhibit C-9  
Page 1 of 1

Construction Easement Allow  
The Construction Easement Allow is shown on the site plan. The Construction Easement Allow is the area within the site plan that is reserved for the construction of the project. The Construction Easement Allow is shown on the site plan as a hatched area.



- Site Data**
- Site Area = 49,276 s.f. (0.145 ac.)
  - Landscaping Area Provided = 4,587 s.f. (0.105 ac.)
  - Impervious Area Provided = 3,200 s.f. (0.073 ac.)
  - Building Area = 41,554 s.f. (0.948 ac.)
  - Apartment Building = 40,054 s.f.
  - Retail Building = 1,700 s.f.
- Site Construction Notes**
1. The site is located at the intersection of 200 West and 400 South.
  2. The site is zoned R-100 (Residential Single-Family).
  3. The site is currently vacant.
  4. The site is bounded by 200 West to the north, 400 South to the west, and the existing building to the east.
  5. The site is bounded by the existing building to the east.
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	<p><b>Site Plan</b></p> <p><b>The Revival Apartments</b></p> <p>360 South 200 West Salt Lake City, Utah</p>	<p><b>ANA</b></p> <p>ANDERSON WAHLEN &amp; ASSOCIATES</p> <p>2010 North Redwood Street, Salt Lake City, Utah 84118 801-531-6529 - <a href="http://www.ana-wa.com">www.ana-wa.com</a></p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>07/29/2020</td> <td>APPROVED BY</td> </tr> <tr> <td>2</td> <td>08/21/2020</td> <td>CITY REVIEW</td> </tr> <tr> <td>3</td> <td>01/20/2021</td> <td>1200 REVISION</td> </tr> <tr> <td>4</td> <td></td> <td></td> </tr> <tr> <td>5</td> <td></td> <td></td> </tr> </table>	NO.	DATE	DESCRIPTION	1	07/29/2020	APPROVED BY	2	08/21/2020	CITY REVIEW	3	01/20/2021	1200 REVISION	4			5		
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<p>21 Feb 2020</p> <p><b>CL1</b></p>																					

**EXHIBIT C-10**

TCE Restoration Work

[see attached]

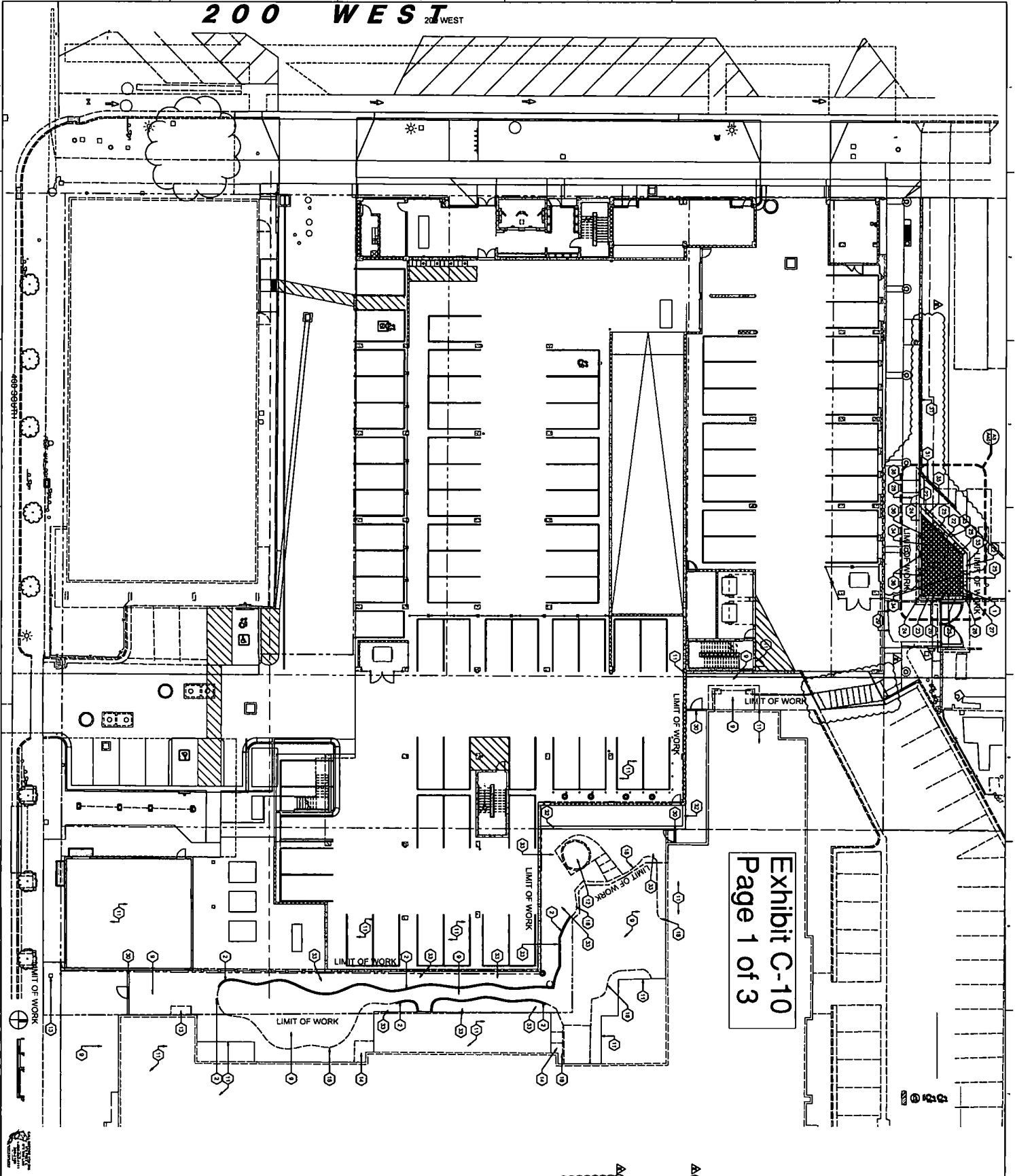


Exhibit C-10  
Page 1 of 3

- REFERENCE NOTES**
- 1. SEE GENERAL NOTES FOR PERMITS AND REGULATIONS.
  - 2. SEE GENERAL NOTES FOR MATERIALS AND FINISHES.
  - 3. SEE GENERAL NOTES FOR MECHANICAL AND ELECTRICAL.
  - 4. SEE GENERAL NOTES FOR PLUMBING AND SANITARY.
  - 5. SEE GENERAL NOTES FOR STRUCTURAL.
  - 6. SEE GENERAL NOTES FOR EXTERIOR.
  - 7. SEE GENERAL NOTES FOR INTERIOR.
  - 8. SEE GENERAL NOTES FOR FURNITURE AND FIXTURES.
  - 9. SEE GENERAL NOTES FOR LIGHTING.
  - 10. SEE GENERAL NOTES FOR SOUND AND VIBRATION.
  - 11. SEE GENERAL NOTES FOR ENERGY EFFICIENCY.
  - 12. SEE GENERAL NOTES FOR ACCESSIBILITY.
  - 13. SEE GENERAL NOTES FOR SAFETY.
  - 14. SEE GENERAL NOTES FOR SECURITY.
  - 15. SEE GENERAL NOTES FOR ENVIRONMENTAL.
  - 16. SEE GENERAL NOTES FOR HISTORIC PRESERVATION.
  - 17. SEE GENERAL NOTES FOR ARCHITECTURAL QUALITY.
  - 18. SEE GENERAL NOTES FOR CONSTRUCTION SEQUENCE.
  - 19. SEE GENERAL NOTES FOR SCHEDULING.
  - 20. SEE GENERAL NOTES FOR COST ESTIMATION.
  - 21. SEE GENERAL NOTES FOR RISK MANAGEMENT.
  - 22. SEE GENERAL NOTES FOR COMMUNICATION.
  - 23. SEE GENERAL NOTES FOR DOCUMENTATION.
  - 24. SEE GENERAL NOTES FOR MAINTENANCE.
  - 25. SEE GENERAL NOTES FOR OPERATIONAL EFFICIENCY.

**GENERAL NOTES**

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).
2. ALL MATERIALS AND FINISHES SHALL BE AS SHOWN ON THE SCHEDULES AND SPECIFICATIONS.
3. ALL MECHANICAL AND ELECTRICAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC) AND THE NATIONAL MECHANICAL CODE (NMC).
4. ALL PLUMBING AND SANITARY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL PLUMBING AND MECHANICAL CODE (IMC).
5. ALL STRUCTURAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
6. ALL EXTERIOR WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
7. ALL INTERIOR WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
8. ALL FURNITURE AND FIXTURES SHALL BE AS SHOWN ON THE SCHEDULES AND SPECIFICATIONS.
9. ALL LIGHTING SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE (NEC).
10. ALL SOUND AND VIBRATION WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
11. ALL ENERGY EFFICIENCY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
12. ALL ACCESSIBILITY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
13. ALL SAFETY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
14. ALL SECURITY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
15. ALL ENVIRONMENTAL WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
16. ALL HISTORIC PRESERVATION WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
17. ALL ARCHITECTURAL QUALITY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
18. ALL CONSTRUCTION SEQUENCE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
19. ALL SCHEDULING WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
20. ALL COST ESTIMATION WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
21. ALL RISK MANAGEMENT WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
22. ALL COMMUNICATION WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
23. ALL DOCUMENTATION WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
24. ALL MAINTENANCE WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).
25. ALL OPERATIONAL EFFICIENCY WORK SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC).

**MATERIALS LEGEND**

- 1. CONCRETE
- 2. BRICK
- 3. BLOCK
- 4. GYP BOARD
- 5. INSULATION
- 6. GLASS
- 7. METAL
- 8. WOOD
- 9. PLASTER
- 10. STAINLESS STEEL
- 11. ALUMINUM
- 12. COPPER
- 13. BRASS
- 14. STEEL
- 15. IRON
- 16. ZINC
- 17. LEAD
- 18. SILVER
- 19. GOLD
- 20. PLATINUM
- 21. PALLADIUM
- 22. RHODIUM
- 23. RUTHENIUM
- 24. RHEINIUM
- 25. ROSENIUM



200 WEST

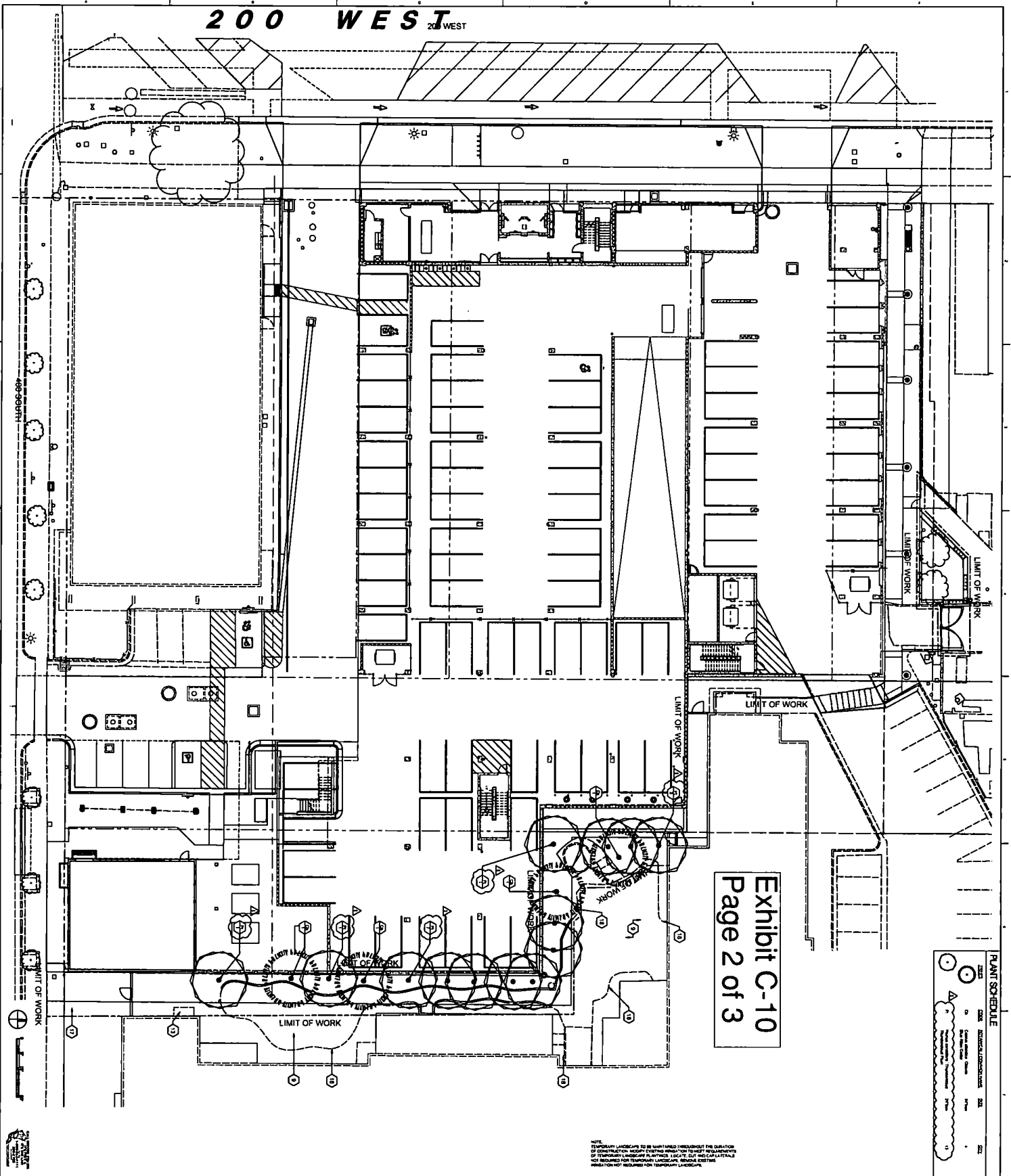


Exhibit C-10  
Page 2 of 3

**PLANT SCHEDULE**

SYMBOL	PLANT NAME	QUANTITY	NOTES
(Circle with 1)	SPRING BLOSSOM	1	
(Circle with 2)	SPRING BLOSSOM	1	
(Circle with 3)	SPRING BLOSSOM	1	
(Circle with 4)	SPRING BLOSSOM	1	
(Circle with 5)	SPRING BLOSSOM	1	
(Circle with 6)	SPRING BLOSSOM	1	
(Circle with 7)	SPRING BLOSSOM	1	
(Circle with 8)	SPRING BLOSSOM	1	
(Circle with 9)	SPRING BLOSSOM	1	
(Circle with 10)	SPRING BLOSSOM	1	
(Circle with 11)	SPRING BLOSSOM	1	
(Triangle with 1)	SPRING BLOSSOM	1	
(Triangle with 2)	SPRING BLOSSOM	1	
(Triangle with 3)	SPRING BLOSSOM	1	
(Triangle with 4)	SPRING BLOSSOM	1	
(Triangle with 5)	SPRING BLOSSOM	1	
(Triangle with 6)	SPRING BLOSSOM	1	
(Triangle with 7)	SPRING BLOSSOM	1	
(Triangle with 8)	SPRING BLOSSOM	1	
(Triangle with 9)	SPRING BLOSSOM	1	
(Triangle with 10)	SPRING BLOSSOM	1	
(Triangle with 11)	SPRING BLOSSOM	1	

NOTE: LANDSCAPE TO BE INSTALLED THROUGHOUT THE DURATION OF CONSTRUCTION. REMOVE EXISTING VEGETATION TO BE REPLACED WITH LANDSCAPE. REMOVE EXISTING VEGETATION TO BE REPLACED WITH LANDSCAPE.

**GENERAL NOTES**

1. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE UTAH PLANTING STANDARDS.
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**MATERIALS LEGEND**

**REFERENCE NOTES**

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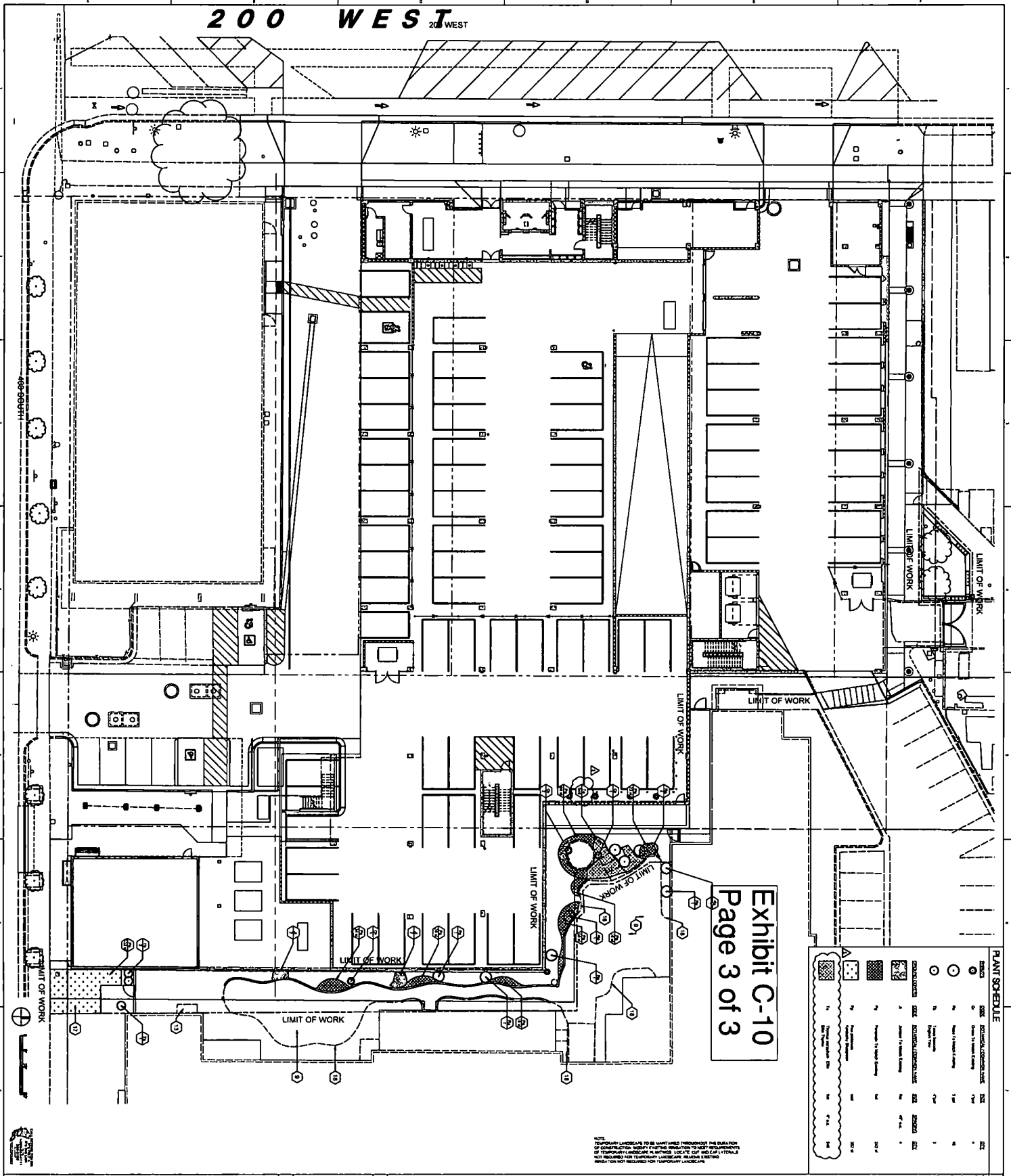


Exhibit C-10  
Page 3 of 3

PLANT SCHEDULE		REFERENCE NOTES	
1	Small Tree (10' - 12')	1	Planting to be done by contractor.
2	Medium Tree (12' - 15')	2	Planting to be done by contractor.
3	Large Tree (15' - 20')	3	Planting to be done by contractor.
4	Shrub (6' - 8')	4	Planting to be done by contractor.
5	Flowering Shrub (6' - 8')	5	Planting to be done by contractor.
6	Small Tree (10' - 12')	6	Planting to be done by contractor.
7	Medium Tree (12' - 15')	7	Planting to be done by contractor.
8	Large Tree (15' - 20')	8	Planting to be done by contractor.
9	Shrub (6' - 8')	9	Planting to be done by contractor.
10	Flowering Shrub (6' - 8')	10	Planting to be done by contractor.
11	Small Tree (10' - 12')	11	Planting to be done by contractor.
12	Medium Tree (12' - 15')	12	Planting to be done by contractor.
13	Large Tree (15' - 20')	13	Planting to be done by contractor.
14	Shrub (6' - 8')	14	Planting to be done by contractor.
15	Flowering Shrub (6' - 8')	15	Planting to be done by contractor.
16	Small Tree (10' - 12')	16	Planting to be done by contractor.
17	Medium Tree (12' - 15')	17	Planting to be done by contractor.
18	Large Tree (15' - 20')	18	Planting to be done by contractor.
19	Shrub (6' - 8')	19	Planting to be done by contractor.

NOTE: LANDSCAPE TO BE INSTALLED THROUGHOUT THE DURATION OF CONSTRUCTION. ALL PLANTING SHALL BE DONE BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND LICENSES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING LANDSCAPE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND SHRUBS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTS AND MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MATERIALS AND EQUIPMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING EQUIPMENT AND MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MATERIALS AND EQUIPMENT.

**GENERAL NOTES**

1. ALL PLANTING SHALL BE DONE BY THE CONTRACTOR.
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19. ALL PLANTING SHALL BE DONE BY THE CONTRACTOR.

**MATERIALS LEGEND**

LANDSCAPE PLANTING PLAN

THE REVIVAL  
355 SOUTH 200 WEST SALT LAKE CITY, UTAH 84101  
PEG DEVELOPMENT  
PERMIT SET - FEBRUARY 24, 2020

LANDSCAPE PLANTING PLAN

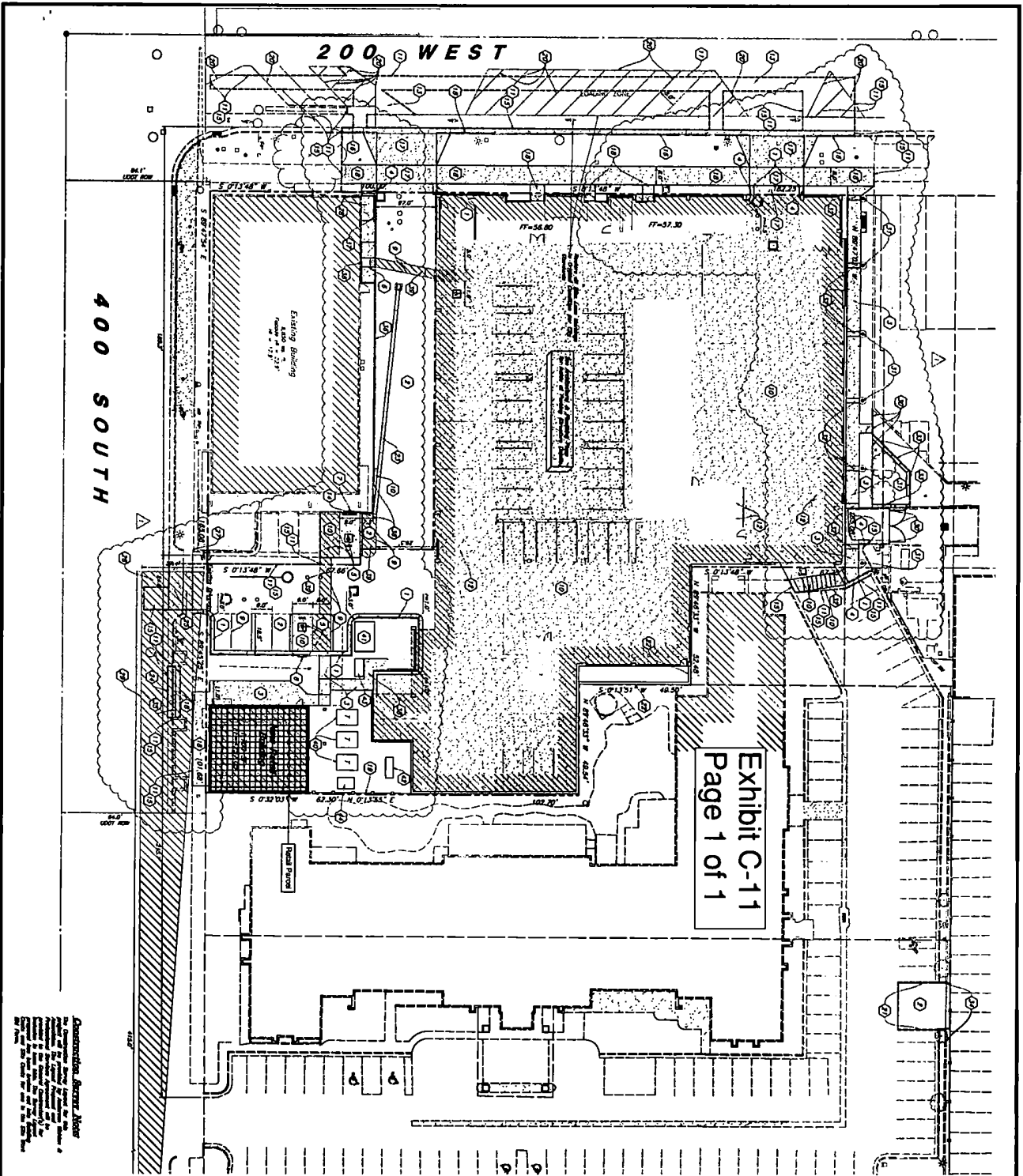
FFKR ARCHITECTS  
200 PINE AVENUE - SALT LAKE CITY, UTAH 84101  
801.521.4888 - WWW.FFKR.COM

BK 11076 PG 7302

**EXHIBIT C-11**

Retail Parcel

[see attached]



Construction Agency: Major  
The construction agency for the project is the Utah Department of Transportation, Salt Lake City, Utah. The project is located on the east side of the city, south of the downtown area. The project is a multi-story apartment building with a total area of 4,400 square feet. The building was constructed in 1977. The project is currently being renovated and modernized. The renovation work includes the replacement of the building's exterior walls, the installation of new windows and doors, and the upgrading of the building's mechanical and electrical systems. The project is expected to be completed in the next few months.

- Site Data**
- Site Area = 49,271 s.f. (0.145 ac.)
  - Landscaping Area Provided = 4,887 s.f. (0.109 ac.)
  - Impervious Area Provided = 3,390 s.f. (0.078 ac.)
  - Building Area = 41,554 s.f. (0.948 ac.)
  - Apartment Building = 40,054 s.f.
  - Retail Building = 1,700 s.f.
- Site Construction Notes**
1. Check for gas & water lines.
  2. Check for underground utility lines.
  3. Check for existing foundation.
  4. Check for existing concrete.
  5. Check for existing masonry.
  6. Check for existing steel.
  7. Check for existing wood.
  8. Check for existing roof.
  9. Check for existing floor.
  10. Check for existing walls.
  11. Check for existing doors.
  12. Check for existing windows.
  13. Check for existing stairs.
  14. Check for existing elevators.
  15. Check for existing mechanical.
  16. Check for existing electrical.
  17. Check for existing plumbing.
  18. Check for existing fire.
  19. Check for existing security.
  20. Check for existing accessibility.

**Site Plan**

**The Revival Apartments**

160 South 200 West  
Salt Lake City, Utah

**ANDERSON WAHLEN & ASSOCIATES**

2010 North Redwood Road, Salt Lake City, Utah 84116  
801-521-0200 - andersonwahlen.com

**C-11**

21 Feb 2020

**EXHIBIT D**

Form of Estoppel Certificate

[OWNER]

Re: Amended and Restated 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 Amended and Restated Reciprocal Easements Agreement with Covenants, Conditions and Restrictions dated \_\_\_\_\_, 2020, by and between PEG SLC 360 SOUTH, 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**

1. The Revival Permit Set Combined\_2020.03.25.pdf
2. The Revival Specs Combined\_2020.02.25.pdf
3. The Revival Site Plan\_Addendum 1.pdf

Prepared by FFKR Architects  
Prepared by FFKR Architects  
Prepared by AWA Engineering

**Exhibit F**

**Temporary Emergency Access Easement**

[see attached]

RETURN RECORDED DOCUMENT TO:

PEG SLC 360 South, LLC  
c/o PEG Companies, Inc.  
180 North University Avenue, Suite 200  
Provo, UT 84101  
Attn: General Counsel

Parcel No.: 15-01-428-026-0000

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**TEMPORARY FIRE AND EMERGENCY VEHICLE  
ACCESS EASEMENT AGREEMENT**

This Temporary Fire and Emergency Vehicle Access Easement Agreement (the "Agreement") is executed this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between 370 South West Temple LLC, a New York limited liability company ("Grantor"), and SALT LAKE CITY CORPORATION, a municipal corporation ("Grantee").

**BACKGROUND**

WHEREAS, Grantor owns that certain parcel of real property located at approximately 370 South West Temple, Salt Lake City, Utah, 84101 (the "Grantor Parcel"), known as Parcel No. 15-01-428-026-0000 on the Records of the Salt Lake County Recorder and more particularly described on *Exhibit A* attached hereto and incorporated herein by this reference;

WHEREAS, the Grantor Parcel is located immediately to the East of that certain real property located at approximately 130 W 400 S, Salt Lake City, Utah 84101 known by Parcel Nos. 15-01-428-015-0000, 15-01-428-014-0000, and 15-01-428-021-0000 in the Recorder's Office of Salt Lake County (collectively, the "Hotel Parcel") as more particularly described on *Exhibit B*, attached hereto and incorporated herein by this reference;

WHEREAS, the Hotel Parcel is currently benefited by an easement across certain real property located at approximately 371 South 200 West, Salt Lake City, Utah 84101, (the "Apartment Parcel") and formerly known as Parcel No. 15-01-428-028-0000 on the Records of the Salt Lake County Recorder;

WHEREAS, the owner ("Apartment Owner") of the Apartment Parcel intends to develop and has received approval for the construction of an apartment building and related parking structure (collectively, the "Apartment Building") on the Apartment Parcel; and,

WHEREAS, the construction of the Apartment Building will block, obstruct and otherwise



interfere with existing emergency access to the Hotel Parcel across the Apartment Parcel for a period of time;

NOW THEREFORE, Grantor does hereby grant to Grantee a temporary easement pursuant to the terms and conditions of this Agreement for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged.

## AGREEMENT

### 1. Easement.

(a) Grantor does hereby grant and convey unto Grantee and its respective successors, assigns, licensees and agents a temporary, non-exclusive, right of way and easement as shown on *Exhibit C* attached hereto (the "Easement"),

(b) The Easement granted herein shall be for a term beginning on the Effective Date of this Agreement and ending on or before September 15, 2021 (the "Term") and is solely for ingress and egress of fire and emergency vehicles and any related activities reasonably necessary for such ingress and egress. Grantor shall not obstruct the Easement right of way and shall not build or construct, nor permit to be built or constructed, any building or other improvement over or across said right of way.

(c) To facilitate this use, Apartment Owner may install asphalt paving over some or all of the easement area, which shall be removed upon the termination of this Agreement pursuant to Section 3 herein and, upon such removal, Apartment Owner shall return the Property to a condition similar to that on the date this Agreement is recorded.

2. Insurance. As a municipal corporation, Grantee operates a program of self insurance sufficient to cover any foreseeable liability arising from Grantee's use of the Easement for the entire term of this Agreement.

### 3. Termination.

(a) This Agreement and the Easement shall terminate and be of no further force and effect upon the earlier of (i) September 15, 2021 or (ii) Grantor's filing of a Termination of Easement ("Termination Notice"), in substantially the same form as that attached hereto as *Exhibit D*.

(b) The Termination Notice shall not be filed by Grantor prior to September 15, 2021 unless both (i) Grantee is provided an irrevocable, perpetual, right of way and easement for ingress and egress to the Hotel Parcel over the Apartment Parcel and (ii) such construction and development of the Apartment Building as impedes access by fire and emergency vehicles to the Hotel Parcel has been completed by the Apartment Owner.

(c) In no event shall this Agreement and the Easement remain in place after September 15, 2021, at which time this Agreement and the Easement shall terminate automatically and without further action by any party.

(d) Should the Termination Notice be filed before the expiration of the Term, Grantor shall take such actions as necessary, at its sole expense, to re-file and reinstate the Easement on substantially the same terms as included herein. In the event any of those parties named in this Agreement are damaged as a result of such early termination, the damaged party may seek recovery for such damages available to it in law or equity.

[Signatures on Following Page]

WITNESS the hand of said Grantor, this Tuesday, November 10, 2020.

GRANTOR

370 SOUTH WEST TEMPLE LLC  
By: South West Temple Member LLC  
Its: Sole Member  
By: Domain 370 South West Temple LLC  
Its: Managing Member  
By: The Domain Companies LLC  
Its: Sole Member

By \_\_\_\_\_  
Name: Matthew Schwartz  
Title: Authorized Signatory

STATE OF LOUISIANA    )  
PARISH OF ORLEANS    )

) SS:

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by Matthew Schwartz who proved to me on the basis of satisfactory evidence to be the person(s) whose name is subscribed to the above instrument and acknowledged to me that he/she/they executed the same in his authorized capacity.

\_\_\_\_\_  
Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF GRANTOR PARCEL**

That certain real property located in the County of Salt Lake, State of Utah, more particularly described as follows:

Beginning at the Southeast Corner of Lot 1, Block 50, Plat "A", Salt Lake City Survey, thence South 89°58'00" West 214.5 feet; thence North 00°01'10" West 330 feet; thence North 89°58'00" East 49.5 feet; thence South 00°01'10" East 13 feet; thence North 89°58'00" East 28.52 feet; thence South 63.93 feet; thence East 136.5 feet; thence South 00°01'10" East 252.99 feet to the beginning.

**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°13'48.11" 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 16 5.00 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 5 2.5 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 3 30.19 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 10 2.70 FEET (NORTH 00°01'10 11 WEST 102.70 FEET RECORD); THENCE NORTH 89°46 ' 33 11 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 11 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**

**LEGAL DESCRIPTION OF EASEMENT AREA**

A PART OF LOT 2, 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 WEST LINE OF GRANTOR'S PROPERTY LOCATED 49.57 FEET NORTH 89°47'01" WEST ALONG THE LOT LINE; AND 35.16 FEET SOUTH 0°13'58" WEST ALONG SAID WEST LINE OF GRANTOR'S PROPERTY FROM THE NORTHEAST CORNER OF SAID LOT 2; AND RUNNING THENCE SOUTH 89°46'12" EAST 44.49 FEET; THENCE SOUTH 0°13'48" WEST 20.00 FEET; THENCE NORTH 89°46'12" WEST 41.08 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 28.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 3.42 FEET (CENTRAL ANGLE EQUALS 6°59'17" AND LONG CHORD BEARS SOUTH 86°44'09" WEST 3.41 FEET) TO THE WEST LINE OF GRANTOR'S PROPERTY; THENCE NORTH 0°13'58" EAST 20.21 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

CONTAINS 890 SQUARE FEET

**EXHIBIT D**

**FORM OF TERMINATION OF EASEMENT**

RETURN RECORDED DOCUMENT TO:

PEG SLC 360 South, LLC  
c/o PEG Companies, Inc.  
180 North University Avenue, Suite 200  
Provo, UT 84101  
Attn: General Counsel

Parcel No.: 15-01-428-026-0000

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**TERMINATION OF EASEMENT**

THIS TERMINATION OF EASEMENT is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”) by and between \_\_\_\_\_ (Grantor”), and SALT LAKE CITY CORPORATION, a municipal corporation (“Grantee” and together with Grantor, the “Parties”).

WHEREAS, the Parties entered into that certain Temporary Fire and Emergency Access Easement Agreement (the “Agreement”), dated the \_\_\_\_ of \_\_\_\_\_, 2020, regarding that certain Parcel No. 15-01-428-026-0000 (the “Grantor Parcel”) on the Records of the Salt Lake County Recorder’s Office for the purpose of providing fire and emergency vehicle access to that certain parcel to the immediate West of the Grantor parcel, located at approximately 130 W 400 S, Salt Lake City, Utah 84101 known by Parcel Nos. 15-01-428-015-0000, 15-01-428-014-0000, and 15-01-428-021-0000 in the Recorder’s Office of Salt Lake County (collectively, the “Hotel Parcel”);

WHEREAS, that Agreement was recorded against the Grantor Parcel on the \_\_\_\_ of \_\_\_\_\_, 2020;

WHEREAS, pursuant to the terms of that certain Agreement other ingress and egress for fire and emergency vehicle access has been provided to the Hotel Parcel, eliminating the need for the Agreement;

NOW THEREFORE, the Parties hereby terminate the Agreement as of the Effective Date, including any and all rights, interests, duties, or obligations held by the Parties, either jointly or separately, under the Agreement; and,

FURTHER, the Agreement is hereby released of record as of the Effective Date.

IN WITNESS WHEREOF, the undersigned has signed this Termination of Easement.