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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KIRTON & MCCONKIE
P.O. BOX 45120
SLC UT 84145
BY: DDK, DEPUTY - WI 354 P.~~

354/28

When recorded, return to:
Robert C. Hyde, Esq.
Kirton & McConkie
1800 Eagle Gate Tower
60 East South Temple Street
Salt Lake City, Utah 84111

Re-recorded to insert page 1 of sheet 10 and page 1 of sheet 11 of Exhibit B, Part III and new signature pages

Note to Recorder: This document should be recorded against the properties legally described on Exhibit A, Parts I – IV attached hereto, except that this document should not be recorded against the Qwest Parcel described on Exhibit A, Part IB.

**CITY CREEK CENTER
AMENDED AND RESTATED
MASTER DECLARATION OF EASEMENTS**

COVERING PARTS OF BLOCKS 75 AND 76, SALT LAKE CITY, UTAH

CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

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Book - 9796 Pg - 4404-4761
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
KIRTON & MCCONKIE
P.O. BOX 45120
SLC UT 84145
BY: ZJM, DEPUTY - WI 358 P.

Dated effective as of December 4, 2008

4818-1699-8916.4

BK 9796 PG 4404

**CITY CREEK CENTER
AMENDED AND RESTATED
MASTER DECLARATION OF EASEMENTS**

CITY CREEK RESERVE, INC., a Utah nonprofit corporation, with an office at 50 East South Temple Street, Eighth Floor, Salt Lake City, Utah 84150 (the "**Declarant**"), unconditionally and irrevocably executes, acknowledges, delivers, and records this Amended and Restated Master Declaration of Easements (as amended or modified as provided herein, this "**Declaration**") effective as of December 4, 2008 (the "**Declaration Date**"). Terms used in this Declaration may be used before being defined.

RECITALS

A. Declarant is the fee owner of substantial portions of the following real property located in Salt Lake City, Utah, located beneath or bounded by South Temple, State, 100 South and West Temple Streets, and bisected by Main Street:

1. CCRI owns substantial portions of Block 75, which portions are identified as the "Block 75 Fee Property" on Exhibit A, Part IA attached hereto and made a part hereof (the "**Block 75 Fee Property**"). The Block 75 Fee Property specifically excludes the independently owned parcel located on the southeast corner of Block 75 (as more particularly described in Exhibit A, Part IB) and currently occupied by Qwest and AT&T (the "**Qwest Parcel**"), as well as the following office buildings owned (or with respect to the Key Bank Tower, master leased from an Affiliate of CCRI on a long term basis) by Declarant: (a) the Eagle Gate Tower, (b) the Zions Bank Tower, (c) the Key Bank Tower (formerly known as the Beneficial Financial Group Tower) above and including the seventh floor thereto, (d) the Key Bank Lower Office located above a portion of the Block 75 Retail Parcel and below the existing Key Bank Tower, and (e) the Deseret Trust Building (collectively, the "**Block 75 Office Buildings**"). The Block 75 Office Buildings are identified on Exhibit A, Part IC, for the reason that the Block 75 Office Buildings are the beneficiaries of certain easements granted herein (which easements are granted to the benefit of the Block 75 Office Buildings subject to the limitations and restrictions of this Declaration), but the Block 75 Office Buildings are not encumbered or burdened by any easements granted by this Declaration;

2. CCRI owns substantial portions of Block 76, which portions are identified as the "Block 76 Fee Property" on Exhibit A, Part IIA (the "**Block 76 Fee Property**"). The Block 76 Fee Property does not include the Ground Lease Property, or the Beneficial Financial Group Tower (formerly known as the Gateway Tower West), the Temple View Center or the independently owned parcels currently occupied, respectively, by a Marriott hotel (the "**Marriott Hotel Property**") and the McIntyre and Crandall office buildings. The Beneficial Financial Group Tower and the Temple View Center (collectively, the "**Block 76 Office Buildings**") are owned by Declarant and are identified on Exhibit A, Part IIB, for the reason that the Block 76 Office Buildings are the beneficiaries of certain easements granted herein (which easements are granted to the benefit of the Block 76 Office Buildings subject to the limitations and restrictions

of this Declaration), but the Block 76 Office Buildings are not encumbered by any easements granted by this Declaration; and

3. Certain portions of real property (a) underneath Main Street between Block 75 and Block 76, which portions are identified as the "Main Street Garage" on Exhibit A, Part IIIA (the "**Main Street Garage Parcel**"), and (b) underneath South Temple Street directly north of and contiguous to Block 75, which portions are identified as the "South Temple Access Property" on Exhibit A, Part IIIB (the "**South Temple Access Property**" and, collectively with the Block 75 Fee Property, the Block 76 Fee Property, and the Main Street Garage Parcel, the "**Fee Property**").

B. Declarant is also the ground lessee of certain parcels of land located in Block 76, which portions are identified as the "Ground Lease Property" on Exhibit A, Part IV attached hereto and made a part hereof (the "**Ground Lease Property**").

C. Declarant has consolidated the Block 76 Fee Property and its leasehold interest in the Ground Lease Property pursuant to a Special Warranty Deed dated January 2, 2008 and recorded on January 4, 2008 in the official records of Salt Lake County, Utah, as Entry No. 10315660, in Book 9555, at pages 9798 through 9805 (the "**Consolidation Deed**"). Pursuant to the terms of the Consolidation Deed, the Block 76 Fee Property and Declarant's leasehold interest in the Ground Lease Property shall remain consolidated until the expiration or earlier termination of any Ground Lease, at which time such consolidation will cease to be effective, but only with respect to such expired or terminated Ground Lease, all as more particularly set forth in the Consolidation Deed.

D. Salt Lake City Corporation, a municipal corporation of the State of Utah, has granted Declarant certain ownership and/or use rights with respect to the Main Street Bridge and ramps into 100 South, West Temple, and South Temple Streets, which rights are more fully identified on Exhibit A, Part V attached hereto and made a part hereof (collectively, the "**City-Granted Rights**"). Further, the owner of the Qwest Parcel may grant to Declarant certain easement rights with respect to a portion of the Qwest Parcel (if and when granted, the "**Qwest-Granted Rights**"). The Fee Property, Declarant's leasehold interest in the Ground Lease Property, the City-Granted Rights, the South Temple Access Rights and the Qwest-Granted Rights, and all other improvements, easements and appurtenances thereto, shall collectively be referred to herein as the "**City Creek Center Property**."

E. Declarant is in the process of redeveloping the City Creek Center Property and the Office Buildings, incorporating mixed-use retail, office and residential uses, and including therein the Parking Facilities (collectively, the "**City Creek Center Project**").

F. On December 4, 2008, Declarant executed and delivered that certain City Creek Center Master Declaration of Easements (the "**Original Declaration**").

G. Immediately following the execution and delivery of the Original Declaration, Declarant entered into a Retail Center Airspace Lease (the "**Retail Center Lease**"), a Development Agreement (the "**Development Agreement**"), and a Parking Operation and Maintenance Agreement (the "**Parking Agreement**") (all three of the foregoing, as amended and

restated simultaneously herewith or at a later date hereafter, together with any conveyance documents and/or agreements relating to the Fee Restaurant Parcels between Declarant and CCA then in effect, the "**CCA Governing Documents**"), with City Creek Center Associates LLC, a Delaware limited liability company ("**CCA**"), by which CCA leased (or, in the case of the Fee Restaurant Parcels, will purchase, and in the case of the land included within the Ground Lease Property, subleased) from Declarant the Retail Center Parcels, and subleased pursuant to other documents portions of the Retail Center Parcels to Nordstrom Inc., a Washington corporation ("**Nordstrom**"), Macy's, Inc., a New York corporation ("**Macy's**"), and other tenants, and operate the Retail Center Parcels as an integrated retail shopping center. (The subleases to Nordstrom and Macy's being respectively referred to as the "**Nordstrom Sublease**" and the "**Macy's Sublease**".)

H. Declarant intends to enter into a Construction, Operation and Reciprocal Easement Agreement (the "**Retail Center REA**") with CCA, Macy's and Nordstrom, pursuant to which the parties thereto will agree as to the construction, operation and maintenance of the Retail Center.

I. To facilitate the development and operation of the City Creek Center Project, for the purpose of granting and reserving the easements and other rights granted or reserved by or under this Declaration, and to facilitate future conveyancing and leasing, Declarant has divided, horizontally and vertically, the City Creek Center Property on each Block into various three dimensional parcels (the "**Parcels**," and each a "**Parcel**"). The Parcels for each Block (other than the Fee Restaurant Parcels) are visually shown by schematic drawings on Exhibit B, Part I attached hereto and made a part hereof (the "**Parcels Exhibit**"). The Parcels Exhibit also depicts the legal parcels constituting the Qwest Parcel and the respective Office Building Parcels, and such parcels, as so identified, also constitute "Parcels" for purposes of this Declaration.

J. The Parcels on Block 75 (the "**Block 75 Parcels**") included within the Block 75 Fee Property consist of the following:

1. One Parcel, as specifically described on Exhibit E, Part I, to be developed as a subsurface parking facility (the "**Block 75 Parking Facility Parcel**");
2. Potentially one or more airspace Parcels to be used for certain restaurants as identified from time to time within the Block 75 Retail Center Parcel in accordance with the terms of the Retail Center Lease ("**Block 75 Fee Restaurant Parcels**"), it being understood that no such Parcels have been established as of the date hereof;
3. Two airspace Parcels that may be developed as Residential Units (the "**Tower 4 Parcel**" and the "**Tower 5 Parcel**");
4. One airspace Parcel to be developed for retail and other uses in the airspace consisting of two floors or levels located between the Block 75 Parking Facility Parcel and the Tower 4 Parcel (the "**Tower 4 Retail Parcel**");
5. One or more airspace Parcels to be developed for retail and other uses in the airspace generally located above a portion of the Block 75 Retail Center Parcel and either under or adjacent to the Tower 5 Parcel (the "**Tower 5 Retail Parcels**");

6. One airspace Parcel, as specifically described on Exhibit C, Part I, to be developed as those portions of the Mall and Mall Store Buildings located on Block 75 (the "**Block 75 Retail Center Parcel**");

7. One airspace Parcel, as specifically described on Exhibit C, Part II, to be developed as a Macy's department store (the "**Macy's Parcel**"); and

8. One airspace Parcel, as specifically described on Exhibit D, Part I, to be developed for office, retail or other uses in the airspace situated generally above the first level of Building H (defined below), together with a small portion of the first level of said Building H (most of which first level of Building H is part of the Retail Center) (the "**Building H Parcel**").

The various Parcels located on Block 75 are generally visually depicted on the Parcels Exhibit.

K. The Parcels on Block 76 (the "**Block 76 Parcels**") consist of the following:

1. One Parcel, as specifically described on Exhibit E, Part II, to be developed as a subsurface parking facility (the "**Block 76 Parking Facility Parcel**");

2. Potentially one or more airspace Parcels to be used for certain restaurants as identified from time to time within (i) the Block 76 Retail Center Parcel in accordance with the terms of the Retail Center Lease, or (ii) other portions of the Block 76 Fee Property or the Ground Lease Property with the consent of the "Owner" thereof ("**Block 76 Fee Restaurant Parcels**"), it being understood that no such Parcels have been established as of the date hereof;

3. Four airspace Parcels that may be developed as Residential Units (the "**Tower 1 Parcel**," the "**Tower 2 Parcel**," the "**Tower 6 Parcel**," and the "**Tower 7 Parcel**");

4. Four airspace Parcels to be developed for retail and other uses in the airspaces located between the Block 76 Parking Facility Parcel and, respectively, the Tower 1 Parcel, the Tower 2 Parcel, the Tower 6 Parcel and the Tower 7 Parcel (the "**Tower 1 Retail Parcel**," the "**Tower 2 Retail Parcel**," the "**Tower 6 Retail Parcel**" and the "**Tower 7 Retail Parcel**");

5. One airspace Parcel, as specifically described on Exhibit C, Part III, to be developed as those portions of the Mall and Mall Store Buildings located on Block 76 (the "**Block 76 Retail Center Parcel**");

6. One airspace Parcel, as specifically described on Exhibit C, Part IV, to be developed as a Nordstrom department store (the "**Nordstrom Parcel**");

7. One or more airspace Parcels, as specifically described on Exhibit D, Part II, to be occupied by Residential Units above portions of the Block 76 Retail Center Parcels (the "**Residential Above Retail Parcels**"); and

8. One airspace Parcel, as specifically described on Exhibit D, Part III, to be developed as the Social Center (the "**Social Center Parcel**").

The various Parcels located on Block 76 are generally visually depicted on the Parcels Exhibit.

L. Declarant intends to retain, convey, sell and/or lease the Parcels, whereby Declarant and various parties will develop and operate various components within the City Creek Center Project.

M. To facilitate the operation of the City Creek Center Project and each component thereof, Declarant desires to define the Parcels and establish and provide for certain easements, licenses, and other property rights in and to parts of the City Creek Center Property that will run with the land and inure to the benefit of and be binding upon the various Parcels comprising the City Creek Center Property (and to the extent provided herein, the Office Buildings) and all persons owning, leasing, or having any other interest in any such Parcels.

N. Declarant desires to amend and restate the Original Declaration in its entirety by this Declaration which shall replace the Original Declaration effective as of December 4, 2008.

DECLARATION

NOW, THEREFORE, Declarant declares that until the Termination Date each and every one of the declarations, grants, covenants, conditions, restrictions, and other provisions in this Declaration shall run with the City Creek Center Property, shall bind every Owner of the City Creek Center Property, shall benefit every Owner of the City Creek Center Property and the Office Buildings, and shall be enforceable only by Declarant and each Owner, and their successors and assigns. Declarant unconditionally and irrevocably submits the City Creek Center Property, including Declarant's interest in all improvements now or later constructed on or at the City Creek Center Property, to this Declaration and all of its provisions. This Declaration amends, restates and replaces the Original Declaration in its entirety and is effective as of Declaration Date.

ARTICLE I DEFINITIONS

The following definitions, and the definitions in the Recitals, shall apply in this Declaration, and in any other document that refers to this Declaration as its source for definitions. All Exhibits to this Declaration are defined in the last Article of this Declaration, captioned "Exhibits Attached."

"Adjacent Access Areas" means those portions of the Mall consisting of the pedestrian paths, sidewalks, landscape architecture, plazas, corridors, seating areas, and other exterior amenities that are located within the N/S Corridors and shown on the Adjacent Access Areas Exhibit as "Adjacent Access Areas."

"Adjacent Access Areas Exhibit" means Exhibit F attached hereto.

"Affiliate" means as to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with such Person or Persons. For purposes of this definition, "control" of a Person means the power, directly or indirectly, to direct

or cause the direction of the management and policies of such Person, whether by equity ownership, contract or otherwise.

“As-Built Plans” means the as-built plans and specifications for any Improvements constructed on a Parcel once such Improvements have been constructed and completed, which as-built plans and specifications may, at the request of Declarant or any Owner, be specifically identified and referenced in an amendment or supplement to this Declaration executed by Declarant and such Owner.

“Block” means, each individually and collectively, Block 75 and Block 76.

“Block 75” means the city block in downtown Salt Lake City, Utah, which is bounded by South Temple, State, 100 South and Main Streets.

“Block 75 Fee Property” has the meaning set forth in Recital A1.

“Block 75 Fee Restaurant Parcels” has the meaning set forth in Recital J2.

“Block 75 Office Buildings” has the meaning set forth in Recital A1.

“Block 75 Parcels” has the meaning set forth in Recital J.

“Block 75 Parking Facility Parcel” has the meaning set forth in Recital J1.

“Block 75 Retail Center Parcel” has the meaning set forth in Recital J6.

“Block 75 Vertical Circulation Elements” means any and all, as the context may require, of the following Vertical Circulation Elements located in the Retail Center on Block 75, collectively:

- (a) Those certain elevators and stairs located between grid lines 38 and 39, and between grid lines G and H, on the Easements Exhibit;
- (b) Those certain escalators located at grid lines TE and 7.9E on the Easements Exhibit;
- (c) Those certain escalators located at grid lines 11.6E and XE on the Easements Exhibit; and
- (d) Those certain stairs (two sets) located at grid line 10.4E and between grid lines XE and YE on the Easements Exhibit.

“Block 76” means the city block in downtown Salt Lake City, Utah, located west of Block 75, which is bounded by South Temple, Main, 100 South and West Temple Streets.

“Block 76 Fee Property” has the meaning set forth in Recital A2.

“Block 76 Fee Restaurant Parcels” has the meaning set forth in Recital K2.

“Block 76 Office Buildings” has the meaning set forth in Recital A2.

“Block 76 Parcels” has the meaning set forth in Recital K.

“Block 76 Parking Facility Parcel” has the meaning set forth in Recital K1.

“Block 76 Retail Center Parcel” has the meaning set forth in Recital K5.

“Building” means the aggregate of the Improvements located within or upon a Parcel that constitute an enclosed structure, and excludes Improvements such as landscaping, outside walkways and corridors and plazas.

“Building Components” means any and all, as the context may require, of the floor slabs, ramps, stairways, escalators, elevators, balconies, above grade decks and patios, awnings, canopies, lighting devices, Roof architectural overhangs or flashing, utility lines and all other component parts of an Improvement including, without limitation, structural, mechanical, electrical, plumbing, heating and ventilating components.

“Building H” means that Building constructed on the Block 75 Retail Parcel, the majority of the main or first level of which is part of the Retail Center, that is located along 100 South and directly west of the Qwest Parcel in Block 75, as shown on the Parcels Exhibit. **“Building H Parcel”** has the meaning set forth in Recital J8.

“CCA” has the meaning set forth in Recital G.

“CCA Governing Documents” has the meaning set forth in Recital G, each as may be amended, supplemented or otherwise Modified from time to time.

“City Creek Center Project” has the meaning set forth in Recital E.

“City Creek Center Property” has the meaning set forth in Recital D.

“City-Granted Rights” has the meaning set forth in Recital D.

“Common Utility Facilities” means any and all, as the context may require, Utility Systems located within the City Creek Center Property that are for the use or service in common of more than one Parcel.

“Consolidation Deed” has the meaning set forth in Recital C.

“Declarant” has the meaning set forth in the Introduction.

“Declaration” has the meaning set forth in the Introduction.

“Declaration Date” has the meaning set forth in the Introduction.

“Development Agreement” has the meaning set forth in Recital G, as such Development Agreement may be amended, supplemented or otherwise Modified from time to time.

“Discretionary Consent” means consent that under this Declaration or other operative agreement may be granted or withheld in the consenting Person’s sole and absolute discretion. Any Person whose Discretionary Consent is requested has no obligation to consider that request, and may require payment or reimbursement of costs and expenses incurred, or revenue lost, as a result of the matter for which consent is requested, but may not charge arbitrary fees or other consideration for granting such Discretionary Consent.

“E/W Corridor” means those portions of the Mall as shown and labeled on the Mall Exhibit.

“Easement Grantee” means an Owner benefited by an easement granted in or under this Declaration, and its successors and assigns.

“Easement Grantor” means an Owner subject to an easement granted in or under this Declaration, and its successors and assigns.

“Easement Improvements” means any and all, as the context may require, Improvements made within any easement granted in or under this Declaration.

“Easements Exhibit” has the meaning set forth in Section 3.1.1.

“Electrical Switch Areas” has the meaning set forth in the definition of “Mechanical/Electrical Rooms.”

“Electrical Transformer Areas” has the meaning set forth in the definition of “Mechanical/Electrical Rooms.”

“Emergency Generator Areas” has the meaning set forth in the definition of “Mechanical/Electrical Rooms.”

“Fee Property” has the meaning set forth in Recital A3. In addition, to the extent that Declarant ever acquires 100% of the fee interest in any Ground Lease Property, such acquired 100% fee interest shall automatically become part of the “Fee Property.”

“Fee Restaurant Parcels” means the Block 75 Fee Restaurant Parcels and the Block 76 Fee Restaurant Parcels.

“Food Court” shall mean that certain area in the Retail Center located on the Easements Exhibit between approximately grid lines ZE and 38, on the east/west line, and between approximately grid lines 6.3E and 14E on the north/south line, of the lower level of the Retail Center on Block 75.

“Force Majeure” has the meaning set forth in Section 7.13.

“Government” means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other governmental entity or instrumentality having or claiming jurisdiction over the City Creek Center Property (or any activity at the City Creek Center Property), including the United States federal government, the City, Salt Lake County and

State of Utah governments and their subdivisions and municipalities, and all other applicable governmental agencies, authorities, and subdivisions thereof. "Government" shall also include any planning commission, board of standards and appeals, department of buildings, city council, zoning board of appeals, or planning board or commission having or claiming jurisdiction over the City Creek Center Project or any activities on or at the City Creek Center Project.

"Grease Drainage System" means any or all, as the context may require, of the grease drain interceptors and traps, holding vats or containers, catch basins, grates, pipes and other Improvements related to such grease drain systems.

"Ground Lease Property" has the meaning set forth in Recital B. To the extent that Declarant ever acquires 100% of the fee interest in any Ground Lease Property, such 100% fee interest shall automatically no longer constitute "Ground Lease Property," but shall then and thereupon constitute "Fee Property."

"Ground Leases" means, each individually and collectively, the ground leases existing on or pertaining to the Ground Lease Property.

"Improvements" means any and all, as the context may require, additions, structures, improvements, alterations and replacements located within or upon a Parcel.

"Key Bank Lower Office Parcel" means the airspace Parcel located above a portion of the Block 75 Retail Parcel and below the existing Key Bank Tower.

"Laws" means all laws, ordinances, requirements, orders, proclamations, directives, rules, and regulations of any Government affecting in any way the City Creek Center Project, any Improvements on the City Creek Center Property, including any use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting, any of the foregoing, or otherwise relating to this Declaration or any Owner's rights and remedies under this Declaration, or any Transfer of any of the foregoing, whether in force at the Declaration Date or passed, enacted, or imposed at some later time, subject in all cases, however, to any applicable waiver, variance, or exemption.

"Lease" means any lease, sublease, license agreement or other similar agreement in writing whereby an Occupant acquires rights to use and/or occupy any portion of any Parcel.

"Lender" has the meaning set forth in Section 7.5.

"Loop Road" has the meaning set forth in Section 3.6.11.

"Macy's" has the meaning set forth in Recital G.

"Macy's Building" means the Building located within the Macy's Parcel.

"Macy's Parcel" has the meaning set forth in Recital J7.

"Macy's Sublease" has the meaning set forth in Recital G, as such Macy's Sublease may be amended, supplemented or otherwise Modified from time to time.

“Main Street Bridge” means the pedestrian bridge over Main Street connecting the portion of the Retail Center located on Block 75 to the portion of the Retail Center located on Block 76.

“Main Street Garage Parcel” has the meaning set forth in Recital A3.

“Mall” means the pedestrian paths, sidewalks, landscape architecture, plazas, Winter Garden, corridors, seating areas, other exterior amenities (including the Main Street Bridge and the Water Feature), and Vertical Circulation Elements located within the Retail Center Parcels, all as shown on Exhibit B of the Retail Center REA (the **“Mall Exhibit”**).

“Mall Exhibit” has the meaning set forth in the definition of “Mall.”

“Mall Store Buildings” means all Buildings constructed and located within the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, except the Macy’s Building and the Nordstrom Building.

“Marriott Hotel Property” has the meaning set forth in Recital A2.

“Mechanical/Electrical Rooms” means the following areas located within the Parking Facility Parcels as shown on the Easements Exhibit that are for the exclusive or non-exclusive use of the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, the Nordstrom Parcel or the Macy’s Parcel:

(a) Areas designated for the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, the Nordstrom Parcel and the Macy’s Parcel, respectively, to each locate its electrical transformer(s) and other related electrical and mechanical equipment (the **“Electrical Transformer Areas”**);

(b) Areas designated for the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, and the Nordstrom Parcel, respectively, to each locate its emergency generator(s) and associated fuel tanks and lines (the **“Emergency Generator Areas”**); and

(c) Areas designated for the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, the Nordstrom Parcel and the Macy’s Parcel, respectively, to each locate its electrical switch(es) (the **“Electrical Switch Areas”**).

The Electrical Transformer Areas, the Emergency Generator Areas and the Electrical Switch Areas shall be for the exclusive use and benefit of the respective Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, the Nordstrom Parcel and the Macy’s Parcel for which such areas are designated on the Easements Exhibit; provided however, that notwithstanding anything herein to the contrary, other Owners may have emergency generators located in the Emergency Generator Areas.

“Modification” means any amendment, cancellation, discharge, extension, modification, rejection, renewal, replacement, restatement, substitution, supplement, or waiver of a specified agreement or document, or of any of its terms or provisions.

"N/S Corridors" means (a) those portions of the Mall as shown on the Mall Exhibit, and (b) one elevator located on each of Block 75 and Block 76, as shown on the Easements Exhibit, for use by the Permittees of the Parking Facility Parcels during those times that the E/W Corridor, as depicted on the Mall Exhibit, are closed to the public.

"Nordstrom" has the meaning set forth in Recital G.

"Nordstrom and Macy's Truck Docks" has the meaning set forth in the definition of "Truck Facilities."

"Nordstrom Building" means the Building located within the Nordstrom Parcel.

"Nordstrom Parcel" has the meaning set forth in Recital K6.

"Nordstrom Sublease" has the meaning set forth in Recital G, as such Nordstrom Sublease may be amended, supplemented or otherwise Modified from time to time.

"Notice" means any consent, demand, designation, election, notice, or request relating to this Declaration, including any notice of default. Notices shall be delivered, and shall become effective, only in accordance with the "Notices" provisions of this Declaration.

"Occupant" means the Owners and any other Person from time to time entitled to the use and occupancy of floor area or other areas in the Buildings or the City Creek Center Project under any Lease.

"Office Building Parcels" means the airspace Parcels on which the Office Buildings are located.

"Office Buildings" means the Block 75 Office Buildings, the Block 76 Office Buildings, and any other office building on Block 75 or Block 76 that is not part of the City Creek Center Project on the Declaration Date but which is subsequently constructed or purchased by Declarant or any Affiliate of Declarant.

"Original Declaration" has the meaning set forth in Recital F.

"Owner" means: (a) as of the Declaration Date, Declarant; (b) thereafter, each Person that owns the fee interest in the Parcel (other than any owner of an individual Residential Unit); (c) notwithstanding the preceding clause (b) to the contrary, (i) as long as the Retail Center Lease is in effect, the tenant under the Retail Center Lease as to the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, (ii) as long as a sublease of the Nordstrom Building is in effect, the subtenant under such sublease or its successors and assigns as to the Nordstrom Parcel, and (iii) as long as a sublease of the Macy's Building is in effect, the subtenant under such sublease or its successors and assigns as to the Macy's Parcel; and (d) with respect to the Office Buildings, the fee title owners thereof; provided however, that no Owner under clauses (c)(ii) or (c) (iii) above shall have any right to exercise a voting or consent right granted to the Owners under this Declaration unless the matter being voted on or consented to affects, impacts or pertains to that Owner's Parcel.

"Parcel" has the meaning set forth in Recital I.

"Parcels" has the meaning set forth in Recital I.

"Parcels Exhibit" has the meaning set forth in Recital I.

"Parking Agreement" has the meaning set forth in Recital G, as such Parking Agreement may be amended, supplemented or otherwise Modified from time to time.

"Parking Facilities" means the structural parking facilities located within and upon the Parking Facility Parcels and shall include (i) any drives connecting any such structured parking facilities to and from Public Streets or between sections of the facilities and any entrances and exits from the Public Streets; (ii) the Mechanical/Electrical Rooms; and (iii) the Truck Facilities.

"Parking Facility Parcels" means the Block 75 Parking Facility Parcel, the Main Street Garage Parcel and the Block 76 Parking Facility Parcel.

"Permittees" means all Occupants and their respective officers, directors, employees, agents, partners, contractors, servants, customers, guests, visitors, invitees, licensees and concessionaires.

"Person" means any Government, individual, partnership, limited liability company, firm, association, trust or corporation, or any other form of business or governmental entity of any kind, and may refer to, where the context may require, any Owner, and the use of the singular shall include the plural.

"Project Documents" means (a) this Declaration, (b) the CCA Governing Documents, (c) the Retail Center REA, (d) the Nordstrom Sublease and the Macy's Sublease, and (e) any supplemental agreements between CCA and Macy's or Nordstrom relating to the Macy's Building or the Nordstrom Building, respectively, as such Project Documents may be amended, supplemented or otherwise Modified from time to time.

"Project Easements" has the meaning set forth in Section 3.1.1.

"Public Streets" means the public rights of way, including without limitation the actual streets, the adjacent sidewalks, and all other improvements, that constitute the public rights of way for State Street, Main Street, West Temple Street, 100 South Street and South Temple Street wherever said streets are contiguous to Block 75 or Block 76.

"Qwest-Granted Rights" has the meaning set forth in Recital D.

"Qwest Parcel" has the meaning set forth in Recital A1.

"Reasonable Consent" means consent, not to be unreasonably withheld, conditioned, or delayed. Wherever in this Declaration a consent is required and such consent is not expressly stated to be Discretionary Consent, Reasonable Consent shall be implied.

“Representative” means, for Declarant and each Owner, a designated individual, which may be an employee of the manager or operator of a Parcel, who shall receive all Notices and other communications under this Declaration, and act for the Person that appointed such Representative regarding all matters within the scope of this Declaration.

“Residential Above Retail Parcels” has the meaning set forth in Recital K.

“Residential Owners Association” means the residential owners association (or condominium nonprofit corporation or similar entity), if any, with respect to each of the Residential Above Retail Parcels and the Tower Residential Parcels, that shall collectively represent all the residential owners as the Owner with respect to such Parcels commencing from and after the first conveyance of a condominium (or other common interest regime ownership) unit within such Parcel.

“Residential Units” means the residential rental apartments, condominium units, cooperative areas (including the Social Center), or other residential use or ownership regimes, and associated amenities, if any, located in the City Creek Center Project.

“Retail Center” means the Improvements constructed within the Retail Center Parcels.

“Retail Center Easements” has the meaning set forth in Section 3.1.1.

“Retail Center Lease” shall have the meaning set forth in Recital G, as such Retail Center Lease may be amended, supplemented or otherwise Modified from time to time.

“Retail Center Parcels” means the Block 75 Retail Center Parcel, the Block 76 Retail Center Parcel, the Macy’s Parcel, the Nordstrom Parcel and the Fee Restaurant Parcels.

“Retail Center REA” has the meaning set forth in Recital H, as such Retail Center REA may be amended, supplemented or otherwise Modified from time to time.

“Retail Center Truck Docks” has the meaning set forth in the definition of “Truck Facilities.”

“Roof” means all rooftop areas of the Buildings and the roof structure and support mechanisms that directly support such rooftop areas.

“Separate Utility Facilities” means any Utility Systems which exclusively serve a single Owner or Parcel regardless of whether located on such Owner’s Parcel or on the Parcel of another Owner, and which Utility Systems are not included in the definition of Common Utility Facilities.

“Skylight System” means the operable glass skylight system located on and over a portion of the Mall Store Buildings, a portion of the Buildings constructed in the Residential Above Retail Parcels, and when closed, a portion of the Mall, including enclosed and non-enclosed mechanical, electrical and other facilities and elements that are part of such skylight system.

“Social Center” means that certain social, recreational, or other similar center and/or room, together with its related facilities, located on the Social Center Parcel, as the same may be relocated from time to time by Declarant to property owned by Declarant in either Block 75 or Block 76, which Social Center is intended for the use, enjoyment, and/or benefit of the Owners of one, some, or all of the Residential Units and/or their Occupants and Permittees.

“Social Center Corridor” means that certain corridor, hallway or passageway (together with applicable vertical transportation related thereto) shown and labeled on the Easements Exhibit, which provides access to and from the Social Center (as it is presently located) and the N/S Corridors.

“Social Center Parcel” has the meaning set forth in Recital K8.

“South Temple Access Property” has the meaning set forth in Recital A3.

“South Temple Access Rights” has the meaning set forth in Section 3.13.

“State Street Tunnel” means an existing tunnel running east and west underneath State Street between Block 74 and Block 75.

“Stormwater Drainage Systems” means stormwater drainage systems, storm drain interceptors, catch basins, grates, pipes, rain gutters, downspouts, and any similar related Improvements designed to remove stormwater (as opposed to sewage) from the City Creek Center Project.

“Support Easement” means an easement for lateral and subjacent support through the Support Elements of a burdened Parcel for Improvements located within or upon a benefited Parcel. A Support Easement includes the right to receive, use, and maintain continuous support from such Support Elements at the level of support contemplated by the approved plans for the Improvement.

“Support Elements” means any and all, as the context may require, pilings, footings, foundations, columns, bearing walls, beams, members and other structural elements of any Improvement located on a Parcel that are required for the subjacent or lateral support of Improvements located on another Parcel.

“Termination Date” has the meaning set forth in Article V.

“Tower 1 Parcel” has the meaning set forth in Recital K3.

“Tower 1 Retail Parcel” has the meaning set forth in Recital K4.

“Tower 2 Parcel” has the meaning set forth in Recital K3.

“Tower 2 Retail Parcel” has the meaning set forth in Recital K4.

“Tower 4 Parcel” has the meaning set forth in Recital J3.

“Tower 4 Retail Parcel” has the meaning set forth in Recital J4.

“Tower 5 Parcel” has the meaning set forth in Recital J3.

“Tower 5 Retail Parcels” has the meaning set forth in Recital J5.

“Tower 6 Parcel” has the meaning set forth in Recital K3.

“Tower 6 Retail Parcel” has the meaning set forth in Recital K4.

“Tower 7 Parcel” has the meaning set forth in Recital K3.

“Tower 7 Retail Parcel” has the meaning set forth in Recital K4.

“Tower Parcels” means the Tower Retail Parcels and the Tower Residential Parcels.

“Tower Residential Parcels” means the Tower 1 Parcel, the Tower 2 Parcel, the Tower 4 Parcel, the Tower 5 Parcel, the Tower 6 Parcel, and the Tower 7 Parcel.

“Tower Retail Parcels” means the Tower 1 Retail Parcel, the Tower 2 Retail Parcel, the Tower 4 Retail Parcel, the Tower 5 Retail Parcels, the Tower 6 Retail Parcel, and the Tower 7 Retail Parcel.

“Transfer” means, with respect to any Parcel, any of the following, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, deed, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such Parcel, or of any legal, beneficial, or equitable interest or estate in such Parcel or any part of it (including the grant of any internal easement, lien, or other encumbrance resulting from any purchase option or auction under this Declaration); or (b) any transaction that is in substance equivalent to any of the foregoing. A Transfer of equity or beneficial interests in or to a Person that owns any Parcel shall not be deemed a Transfer of such Parcel. Any Transfer shall not be deemed to include or effectuate any release of the Transferor, unless this Declaration expressly provides for such a release.

“Transferee” means a Person that receives a Transfer.

“Transferor” means a Person that makes a Transfer.

“Trash Compactor Areas” has the meaning set forth in the definition of “Truck Facilities.”

“Truck Access Facilities” has the meaning set forth in the definition of “Truck Facilities.”

“Truck Docks” has the meaning set forth in the definition of “Truck Facilities.”

“Truck Facilities” means the following areas located within the Parking Facility Parcels as shown on the Easements Exhibit that are for the exclusive or non-exclusive use (as noted below) of the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center

Parcel, the Nordstrom Parcel, the Macy's Parcel, the Tower Parcels, the Residential Above Retail Parcels, the Social Center Parcel, the Parking Facility Parcels, and the Office Buildings:

(a) Exclusive areas designated on the Easements Exhibit for the Owners of the Nordstrom Parcel and the Macy's Parcel, respectively, to each locate its shipping, receiving, trash collection and truck accommodations (the "***Nordstrom and Macy's Truck Docks***");

(b) Non-exclusive areas designated on the Easements Exhibit for the Owner of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel to locate shipping, receiving, trash collection and truck accommodations (the "***Retail Center Truck Docks***"), which shall be subject to use in common (which common use will be subject to the reasonable rules and regulations as to operations as established by the Owner of the Retail Center Parcels) with the Owners of the Tower Parcels, the Residential Above Retail Parcels, the Social Center Parcel, the Parking Facility Parcels, and the Office Buildings and the owner of the Qwest Parcel (if and to the extent authorized by Declarant, pursuant to the provisions of Section 3.10.3), with any such use to be in accordance with the terms of the Parking Agreement (the Nordstrom and Macy's Truck Docks and the Retail Center Truck Docks being collectively referred to as the "***Truck Docks***"); and

(c) Non-exclusive areas constructed for truck ingress and egress, parking or turnarounds including ramps, approaches and truck elevators (collectively, the "***Truck Access Facilities***").

(d) Non-exclusive areas designated on the Easements Exhibit for the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, and exclusive areas designated on the Easements Exhibit for the Owners of the Nordstrom Parcel and the Macy's Parcel, to each locate its trash compactor(s) (the "***Trash Compactor Areas***");

"***Utah Condo Act***" has the meaning set forth in Section 2.2.

"***Utility Company***" means any Person that operates any Utility Systems serving the City Creek Center Project.

"***Utility Systems***" means electricity, natural gas, steam, chilled water, potable water, fire protection water, sewer (including public or private sanitary sewer systems and manholes), Stormwater Drainage Systems, Grease Drainage Systems, trash or refuse chutes, telecommunication and data lines, CCTV lines, life safety and fire protection lines and systems, wireless information equipment, cable television, internet service, electrical power systems, heating, ventilation and air conditioning lines and ducts, and all other utility services commonly provided to mixed use projects from time to time, and any replacement thereof.

"***Vertical Circulation Elements***" means stairs, elevators and escalators.

"***Water Feature***" means the water-related features located in the Mall that the Easements Exhibit identifies as the Water Feature, and includes the holding tanks, pumps and other equipment and piping related thereto and located within the Parking Facilities.

“*Winter Garden*” means the gardens, structures and improvements located on the Mall contiguous to the Tower 4 Retail Parcel, as depicted on the Mall Exhibit.

“*Work*” means the initial construction of the City Creek Center Property contemplated by this Declaration, the CCA Governing Documents, and the Retail Center REA, and any subsequent construction, alteration, rehabilitation, repair, restoration, rebuilding, demolition, development, expansion, fixturation, improvement, modernization, reconstruction, redevelopment, removal and razing of any part of the City Creek Center Property.

ARTICLE II DECLARATION

2.1 Declaration. Declarant hereby declares that all of the City Creek Center Property shall be held, Transferred, and conveyed subject to the easements, restrictions, covenants, and conditions contained in this Declaration, which are for the benefit of, and that shall run with, the City Creek Center Project, and that shall be binding on all Owners of the Parcels comprising the City Creek Center Property and their Transferees, and shall inure to the benefit of each Owner and other beneficiaries and their Transferees as may be, and to the extent, described herein; provided however, that any easements, restrictions, covenants and conditions that benefit the Office Buildings shall cease to run with the land if and when any such easements, restrictions, covenants or benefits are deleted in any conveyance or transfer document conveying or transferring an Office Building. By acceptance of a deed, lease, assignment, or other instrument of Transfer, or by acquiring any interest in any of the City Creek Center Property, each Owner, for himself, herself or itself, and his, her or its heirs, personal representatives, successors and Transferees, binds himself, herself or itself, and his, her or its heirs, personal representatives, successors, and Transferees, to all of the provisions, restrictions, covenants, and conditions now or hereafter imposed by this Declaration.

2.2 Declaration does not Constitute Condominium. Declarant is not, by execution and recording of this Declaration, submitting the City Creek Center Property to the provisions of the Utah Condominium Ownership Act (Utah Code Annotated §§57-8-1 et seq.) (the “*Utah Condo Act*”). This Declaration does not constitute a declaration as provided for in the Utah Condo Act, and the provisions of the Utah Condo Act shall not be applicable to the City Creek Center Property. However, Declarant has reserved the right in Section 2.3 to subdivide the City Creek Center Project by means of a condominium declaration pursuant to the Utah Condo Act. Moreover, the Owners of individual Parcels, including but not limited to the Office Buildings, the Tower Residential Parcels and the Residential Above Retail Parcels, may subject their separate Parcels to the provisions of the Utah Condo Act. No such submission shall impose any obligation on, or otherwise affect the rights of, any Owner of any other Parcel. No such submission shall give any purchaser of any individual residential condominium unit (or its successors and assigns) any direct rights under this Declaration; rather, any such purchaser (and its successors and assigns) shall act solely through its Residential Owners Association.

2.3 Subdivision; Readjustment of Parcel Boundaries.

2.3.1 Subdivision. Exhibit A sets forth metes and bounds legal descriptions for certain Parcels comprising the City Creek Center Property as of the Declaration Date, and the

Parcels Exhibit shows the general location for such Parcels. Declarant reserves the right at any time and from time to time, to subdivide (both horizontally and/or vertically) the City Creek Center Project, or any portion of any of the foregoing, all at such time and in such manner (a) as Declarant may reasonably deem prudent, or (b) as may be requested or required in accordance with any and all Laws, or by the Government, provided no such subdivision shall change the boundaries of any Parcel and no such subdivision shall affect the rights of any Owner or other beneficiary hereunder. The method or methods of accomplishing any such subdivision may include, but shall not be limited to, (i) one or more traditional subdivision plats accomplished in accordance with Law, (ii) one or more condominium plats (as such term is defined in Utah Condo Act and any amendment or successor statute related thereto), or (iii) any other lawful means, manner, or process. Provided Declarant pays all of the reasonable out of pocket costs of the other Owners in connection therewith including, but not limited to, fees and expenses of the Owners' lenders, the Owners shall, at no cost to themselves, promptly, diligently and in good faith facilitate, aid and cooperate with Declarant in Declarant's efforts to obtain any subdivision of the City Creek Center Project, including, without limitation, (A) providing any and all necessary information and documentation, and (B) executing (and, as applicable, acknowledging) any plats, condominium declarations, or other documents reasonably requested by Declarant; provided that with respect to any subdivision of any Owner's Parcel, such Owner shall have the right of Reasonable Consent to any such subdivision.

2.3.2 Minor Adjustments.

(a) Prior to the Transfer of any Parcel, Declarant hereby reserves for itself, and its successors and assigns, the right to effectuate minor realignment and adjustment of the boundary lines between such Parcel and any other Parcel not then Transferred for purposes of proper configuration and final engineering and construction of the City Creek Center Project; provided that any such realignment and adjustment does not adversely affect any then existing Improvements located on the Parcels or impair the value, transferability, or legality of any Parcel. Such realignment may be effected by amendment to this Declaration and/or by the terms of any subsequent subdivision plat or amendment thereto.

(b) Within six months after the delivery of the final portion of the Retail Center Parcels to CCA pursuant to the Development Agreement, (i) Declarant and CCA shall amend this Declaration with respect to the Parcels Exhibit, the Mall Exhibit, the Easements Exhibit, and the legal descriptions for the Retail Center Parcels to the extent necessary or appropriate to reflect the as-built measurements and location of the Retail Center (including the components thereof) and/or any required or desired lot line adjustment; (ii) Declarant shall have an ALTA Survey prepared setting forth the "as built" condition of the Retail Center Parcels, the final legal descriptions of the various components thereof, and any discrepancies in the Parcels Exhibit, the Mall Exhibit and the Easements Exhibit.

(c) Within six months after the completion of construction of the Improvements on any Parcel other than the Retail Center Parcels, (i) Declarant and the Owner of such Parcel may, if Declarant so elects, amend this Declaration with respect to the Parcels Exhibit, the Mall Exhibit, the Easements Exhibit, and the legal description of

such Parcel to the extent necessary or appropriate to reflect the as-built measurements and location of such Improvements and/or any required or desired lot line adjustment; and (ii) Declarant may, if Declarant so elects, have an ALTA Survey prepared setting forth the "as built" condition of such Parcel, the final legal descriptions of the various components thereof, and any discrepancies in the Parcels Exhibit, the Mall Exhibit, and the Easements Exhibit.

(d) All Owners specifically acknowledge and agree that they shall cooperate with Declarant to effectuate the foregoing minor realignment and adjustment of the boundary lines of their respective Parcels by deed or other agreement in form and content as reasonably requested by Declarant.

2.4 No Easement to View/Light/Air/Noise. Notwithstanding any provision contained herein, Declarant does not grant any easements, licenses, or interests in any view, light, air, or noise to any Owner.

2.5 Leases. Any Owner may lease its Parcel or any part thereof. Any such lease shall provide that the tenant thereunder is subject to the provisions of this Declaration, but such tenant shall acquire only such benefits under this Declaration as are passed on to such tenant under such lease. The foregoing provisions of this Section are not intended, however, to limit any restrictions upon use, lease, encumbrance or other transfer of a Parcel to the extent so provided (a) to the Owner of another Parcel within the City Creek Center Property and (b) pursuant to any other agreements running in favor of said other Owner.

2.6 Delegation of Management. Any Owner may delegate, in whole or in part, to any manager(s) or operator(s) or other Person: (a) the responsibility and authority to manage and operate its Parcel or any part thereof; (b) the right or obligation to take any action(s) that this Declaration requires or permits; and (c) the right to exercise any rights, remedies, and privileges of the delegator under this Declaration. Any such delegation shall not release such Owner from any obligation under this Declaration, in whole or in part. Any such manager or operator or other Person shall automatically constitute a Permittee and need not be separately mentioned. Subject to any other binding agreement related thereto, the Owner that engaged any such manager or operator or other Person shall be responsible for its acts and omissions undertaken within the authority and power granted to such manager, operator, or other Person. To the extent that such manager, operator, or other Person performs any obligation under this Declaration, such performance shall be deemed to have been rendered by the Person that engaged such manager or operator or other Person. Such manager or operator may also, within the scope of its authority, exercise the rights of the Person that appointed such manager or operator, and Declarant shall recognize any such exercise provided only that the manager or operator delivers such evidence of authority as Declarant shall reasonably require. The foregoing provisions of this Section are not intended, however, to limit any restrictions upon use, lease, encumbrance or other transfer of a Parcel to the extent so provided (a) to the Owner of another Parcel within the City Creek Center Property and (b) pursuant to any other agreements running in favor of said other Owner.

2.7 Qwest-Granted Rights. Prior to any acceptance by Declarant or any Owner of any of the Qwest Granted Rights from the owner of the Qwest Parcel, the then-existing tenant under the Retail Center Lease shall have the right to review and approve the instrument(s)

creating any such rights prior to the actual conveyance or granting of same (which approval shall not be unreasonably withheld, conditioned or delayed) and no such Qwest Granted Rights shall be valid unless so approved. Upon any actual granting of the Qwest Granted Rights by the owner of the Qwest Parcel, provided such rights have been so approved, such Qwest Granted Rights shall immediately become part of the City Creek Center Property, and shall be subject to this Declaration, without the need for any additional documentation or action by Declarant, the owner of the Qwest Parcel, or any other Owner.

ARTICLE III EASEMENTS

3.1 General.

3.1.1 Definitions and Documentation. This Article III sets forth the easements and the terms and conditions thereof, that Declarant establishes as burdens and encumbrances upon the respective Parcels for the benefit of the other Parcels. For the purposes of this Article III, the following provisions of this Section 3.1 will apply. All of the easements set forth in this Article III shall be referred to as the "**Project Easements**." Those Project Easements that benefit and are appurtenant to the Retail Center shall be referred to as the "**Retail Center Easements**." Some of the Project Easements and some of the Retail Center Easements are depicted on Exhibit B, Part III attached hereto (the "**Easements Exhibit**"), where specifically so stated in this Declaration.

3.1.2 Use and Enforcement of Easements. An Owner may permit, from time to time, its Occupants and Permittees to use easements granted for such Owner's use and benefit under this Declaration, provided that no such permission shall authorize a use of any easement in excess of the use permitted under this Declaration. Any part of the previous sentence to the contrary notwithstanding, this Declaration does not grant to Occupants or Permittees any legal rights or interests including, without limitation, any rights of enforcement, in and to the easements established by this Declaration.

3.1.3 Nature of Easement. Unless otherwise specified, all easements granted in this Article III are non-exclusive and, unless provided otherwise, are irrevocable and for the benefit of the designated Easement Grantee(s) as the Owner(s) of the respective benefited Parcel(s) and are intended to, and shall, run with and be enforceable against the Easement Grantor(s), the burdened Parcel(s) and the benefited Parcel(s).

3.1.4 Construction. The word "in" with respect to any easement granted in a particular Parcel means, as the context may require, "in," "to," "over," "through," "upon," "across," and "under," or any one or more of the foregoing. Except as otherwise specifically indicated, all easements granted herein shall be easements appurtenant and not easements in gross. No easement granted herein to an Easement Grantee may be Transferred separately from such Easement Grantee's Parcel.

3.1.5 Binding Effect. The grant of an easement herein shall bind and burden the applicable Parcel encumbered thereby, which shall, for purposes of this Declaration, be deemed to be the servient tenement or estate. Where only a portion of a Parcel is bound and

burdened by any easement granted herein, only that portion of the Parcel bound and burdened shall be deemed to be the servient tenement or estate. The grant of an easement herein shall benefit the designated Parcels benefited thereby, which shall, for purposes of this Declaration, be deemed to be the dominant tenement or estate. Where only a portion of a Parcel is benefited by any easement granted herein, only that portion of the Parcel benefited shall be deemed to be the dominant tenement or estate.

3.1.6 Further Definition. Inasmuch as all of the Improvements have not been constructed as of the Declaration Date, the exact location of the easements, the Easement Improvements, and the Improvements are not yet fully known and precisely designated. This Declaration establishes in general terms the various easements to facilitate development, operation, conveyance, and leasing of the City Creek Center Project as set forth in this Declaration, some of which are depicted on the Easements Exhibit. The location of the Project Easements shall be the actual locations of the Easement Improvements that may be located from time to time within each of the Parcels, as reflected in the As-Built Plans, provided such Easement Improvements are constructed in accordance with the plans approved (i) in the case of the Parking Facilities and the Retail Center, pursuant to the Development Agreement; and (ii) in the case of the Easement Improvements on any other Parcel, by the Owner of the Parcel upon which such Easement Improvements are constructed, in each case, subject to such minor encroachments as may be permitted pursuant to Section 3.2(d). Upon completion of substantially all of the Improvements in the Parking Facility Parcels and the Retail Center Parcels, and thereafter from time to time as the Improvements in the other Parcels are substantially completed, Declarant and the then Owners of the Parcels shall execute and record a supplemental declaration containing an amended Parcels Exhibit, Mall Exhibit, and Easements Exhibit that are consistent with the As-Built Plans for all of the Improvements then in the Retail Center.

3.1.7 Duration of Easements. Each Project Easement shall exist by virtue of this Declaration, without the necessity of confirmation by any other document. Likewise, upon the termination of any Project Easement (in whole or in part) or its release in respect of all or any part of any Parcel as provided in this Declaration, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. Upon the request of any other Owner, however, each Owner will sign and acknowledge a document, in form and substance reasonably approved by each Owner, memorializing the existence (including the location and any conditions), prior termination (in whole or in part) or release (in whole or in part), as the case may be, of any Project Easement.

3.1.8 No Public Dedication. Nothing contained herein, including the grant of any or all Project Easements, shall be deemed to constitute a dedication of any Parcel, or any portion or portions thereof, to any Government or to the general public. As such, this Declaration does not gift or Transfer any rights, title or interest in any part of the City Creek Center Project to the public. The parties agree and acknowledge that they are not intending to create a public forum, designated public forum or any free speech forum whatsoever under the Constitution of the State of Utah, under the First Amendment of the Constitution of the United States of America or under any other Law. Either Declarant or the Owner of the Retail Center Parcels shall have the right to cause all or a portion of the Common Utility Facilities to be dedicated to the City or the appropriate Utility Company, subject to first obtaining the

Reasonable Consent of the other, provided that the beneficiary of the dedication shall agree to thereafter maintain the Common Utility Facility so dedicated in good condition and repair in accordance with standards acceptable to Declarant and the Owner of the Retail Center Parcels. In such event, upon request, the Easement Grantor agrees to join in such dedication as relates to that part of any Common Utility Facilities that may be located on its Parcel. The Owner of the Retail Center Parcels shall have the right, subject to first obtaining the Reasonable Consent of the Declarant, to cause any part of the Separate Utility Facilities serving the Retail Center Parcels, regardless of where located, to be dedicated to the City or the appropriate Utility Companies and, in such event, upon request, the Easement Grantor agrees to join in such dedication as relates to that part of the Separate Utility Facilities that may be located on its Parcel. To the extent that any easement may benefit the public, Declarant may cause such easement to be closed off to the public periodically, as necessary or appropriate to prevent the public or any subset of the public from obtaining permanent rights of use or a prescriptive easement; provided, however, that if the closure involves an easement serving the Retail Center Parcels, the Reasonable Consent of the Owner of the Retail Center Parcels as to timing and duration of such closure shall first be obtained. Declarant shall adequately document each such closure.

3.1.9 Access Restrictions. Where an Owner is granted an easement to install, place, maintain, repair, restore, or remove any facility, such rights shall be subject to the following terms, conditions, and restrictions: (a) the Easement Grantee shall provide reasonable advance Notice to Declarant and the Easement Grantor, except in the event of an emergency (provided that in such case the Easement Grantee shall use good faith attempts under the circumstances to notify Declarant and the Easement Grantor); (b) the Easement Grantee shall enter upon the easement only during reasonable hours (which, in the case of the Retail Center shall be after operating hours of the Retail Center, unless otherwise agreed to by the Owner of the Retail Center Parcels), except in the event of an emergency; (c) the Easement Grantee shall comply with the Easement Grantor's reasonable instructions (including reasonable restrictions on paths of ingress and egress and security), provided that such instructions do not preclude, frustrate, or unreasonably restrict or increase the expense of exercising such right of access; (d) the Easement Grantee shall diligently endeavor to minimize any interference with lawful activities in the Easement Grantor's Parcel; (e) the Easement Grantee will pay for any damage such entry causes; and (f) the Easement Grantee shall indemnify the Easement Grantor regarding the exercise of such right of entry.

3.1.10 Prohibition Against Granting Easements. Except as expressly permitted in this Declaration, no Owner, without the prior Discretionary Consent of all Owners, may grant or otherwise convey an easement that burdens any Retail Center Parcel for the benefit of any property not within the City Creek Center Project.

3.1.11 Performance of Construction. Each Owner shall perform any Work in connection with the construction of any Easement Improvements in accordance with the plans therefor prepared and approved, where applicable, in accordance with this Article 3 (a) with due diligence and in a good and workmanlike manner in accordance with standards generally applicable to a first class mixed use project; (b) in full cooperation with any Easement Grantor; and (c) in accordance with Laws and regulations of the National Board of Fire Underwriters or any other body performing similar functions in the City of Salt Lake City, Salt Lake County, State of Utah. Each Owner in the performance of such Work shall not (i) cause any unnecessary

or unreasonable increase in the cost of construction, operation or maintenance of the other Owners; (ii) unreasonably interfere with any other construction being performed in the City Creek Center Project; or (iii) impair in any more than an incidental manner the use, occupancy, or enjoyment by the Owners of the City Creek Center Project or any part thereof as permitted or contemplated by this Declaration.

3.1.12 Safety Measures . Each Owner performing Work in connection with the Project Easements shall at all times take any and all safety measures reasonably required to protect the other Owners and all Occupants and Permittees from injury and/or damage caused by or resulting from the performance of such Work. If any Work is undertaken or takes place when the Building of any Owner shall be opened to the public, the Owner carrying on such construction shall take reasonable safety precautions in the context of the Work being undertaken, including without limitation erecting or causing to be erected an adequate and attractive construction barricade where reasonably appropriate, substantially enclosing the area of its Work, and shall maintain such barricades until such Work shall have been substantially completed.

3.1.13 Liens. Any Owner ordering or contracting for any services, labor or materials hereby agrees to indemnify, defend and save harmless the other Owners hereto from any and all loss, damage, liability, expense and claims whatsoever (including reasonable attorneys' fees and other reasonable costs of defending against the foregoing), by reason of any lien for such work, services or materials performed or supplied which shall be filed against any portion of the City Creek Center Project. In the event any such lien is filed, the Owner so obligated shall pay and discharge the same of record as promptly as possible but in no event later than forty five (45) days after the filing thereof, subject to the provisions of the following sentence. Each such Owner shall have the right to contest the validity, amount or applicability of any such respective liens by appropriate legal proceedings and so long as it shall furnish bond, if bonding is necessary to secure a stay of execution or, if bonding is not so required, indemnify as in this Section 3.1.13 hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens promptly but in no event later than the aforesaid forty five (45) day period shall not be applicable; PROVIDED, HOWEVER, that in the event such lien has not been discharged of record, such Owner shall promptly, but in any event, within forty five (45) days after the filing thereof, bond or indemnify against such liens in amount and form satisfactory to induce the title insurance company which insured title to the respective Parcel to each of the Owners to insure over such liens or to reissue or update its existing policy, binder or commitment without showing any title exception by reason of such liens. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Owner contesting such liens, such Owner shall promptly cause the lien(s) to be discharged of record within five (5) days thereafter.

3.2 Construction Easements. Subject to the provisions of any other agreement between Declarant and an Owner, Declarant hereby grants to each of the Owners, for the benefit of such Owner's Parcel, an easement to the extent needed in accordance with good construction practices on other Parcels within the City Creek Center Project for the following:

- (a) The attachment of Improvements (including the Retail Center) constructed on the Easement Grantee's Parcel to and on Improvements of the Easement Grantor,

where applicable, provided the manner of attachment shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

(b) The installation, use, maintenance, repair, replacement and removal of any permitted Improvements such as signs, entrances, marquees, canopies, lights and lighting devices, fire stair towers and doors, awnings, alarm bells, wing walls, Roof flashings, Roof and Building overhangs and other overhangs encroaching upon the Parcel of the Easement Grantor, where applicable; provided such permitted Improvements shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

(c) The operation of construction crane booms over the top of the Improvements constructed on any Parcel provided such construction cranes booms shall be designed, installed and operated in accordance with generally accepted construction and engineering practices in the manner customary for projects in the nature of the City Creek Center Project. Further, once the Retail Center is open, any construction booms shall be designed, installed and operated in accordance with any reasonable restrictions imposed by the Easement Grantor; provided, however, that the restrictions imposed by this sentence shall not be applicable to construction booms located on any blocks that are across the Public Streets from Block 75 and Block 76.

(d) The existence of minor building encroachments not to exceed three (3) inches, provided the existence of same does not affect the construction of the Easement Grantor's Improvements or increase the cost thereof to the Easement Grantor, the plans and specifications for any such encroachment being subject to the approval of the Easement Grantor.

Each Owner covenants and agrees that its exercise of such easements shall not result in damage or injury to the Improvements of the other Owners, and shall not unreasonably interfere with or interrupt the business operation conducted by any other Owner in any Parcel or any other aspect of the City Creek Center Project. In addition, each Easement Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements of the Easement Grantor that are damaged or destroyed in the exercise by the Easement Grantee of the easements granted under this Section 3.2 in accordance with plans and specifications approved by the Easement Grantor and shall defend, indemnify and hold the Easement Grantor harmless from and against all liens, loss, liability, damage, cost or expense (including reasonable attorney's fees) incurred in connection with or arising out of the Easement Grantee's exercise of said easements, except to the extent occasioned by the Easement Grantor's active negligence or intentional wrongdoing.

In the case of the Retail Center and the Parking Facilities, the location and extent of all easements under this Section 3.2 shall be in accordance with the plans and specifications

approved pursuant to the Development Agreement. With respect to Improvements on any other Parcel within the City Creek Center Project, the plans and specifications showing the Improvements to be constructed in reliance on the easements granted in this Section 3.2 shall be submitted by the Easement Grantee to the Easement Grantor (and Declarant if Declarant is not the Easement Grantor), with a specific request by the Easement Grantee for Reasonable Consent of the Easement Grantor (and the Declarant if applicable), showing the location and extent of the encroachment onto the Parcel of the Easement Grantor. Reasonable Consent therefor by the Easement Grantor (and Declarant if applicable) shall constitute designation by such Easement Grantor (and Declarant if applicable) of the portions of its Parcel to be used for such easements; any such Reasonable Consent of the Easement Grantor (and Declarant if applicable) shall not be unreasonably withheld or delayed, provided that the granting of any such easement does not result in a significant increase in cost of construction or maintenance to the Easement Grantor (and Declarant if applicable) of its Buildings or otherwise materially adversely affect the Easement Grantor (and Declarant if applicable). If the Easement Grantor (and Declarant if applicable) fails to respond to the Easement Grantee's request within ten (10) days after submittal, then a second written Notice containing the same request as the earlier submission may be sent to the Easement Grantor (and Declarant if applicable). Such second submission shall include a letter which shall provide, in all uppercase letters of not less than 14-point font, the words, "Notice is hereby given that failure to provide approval, disapproval, or comments to the enclosed request within five (5) business days of the date of your receipt of this notice will result in such request being deemed to be approved." If such Notice is enclosed, then failure of the Easement Grantor (and Declarant if applicable) to respond in writing by the required deadline shall result in such request being deemed approved.

The CCA Governing Documents include provisions relating to the development of the City Creek Center Property, and the provisions of this Declaration shall be read and interpreted in the context of such provisions so as to reasonably facilitate the development contemplated by the CCA Governing Documents.

3.3 Structural Support Easements.

3.3.1 Parcels Over or Adjacent to Parking Facility Parcels. Declarant hereby grants to each Owner of each Parcel located over or adjacent to any Parking Facility Parcel a Support Easement with respect to the Support Elements in such Parking Facility Parcel, provided the Easement Grantee's Improvements shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

3.3.2 Tower Residential Parcels. Declarant hereby grants to the Owners of the Tower Residential Parcels located over a Tower Retail Parcel a Support Easement with respect to the Support Elements in such Tower Retail Parcel, provided the Easement Grantee's Improvements shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to

impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

3.3.3 Residential Above Retail Parcels, Social Center Parcel, Building H Parcel and Key Bank Lower Office Parcel. Declarant hereby grants to the Owners of the Residential Above Retail Parcels, the Social Center Parcel, the Building H Parcel and the Key Bank Lower Office Parcel, a Support Easement with respect to the Support Elements in the applicable Retail Center Parcel, provided the Easement Grantee's Improvements shall be designed in accordance with generally accepted construction and engineering practices in the manner customary for improvements of such type and so as not to impose any load on the Easement Grantor's Improvements in excess of that contemplated by the approved plans and specifications for the Easement Grantee's Improvements.

3.3.4 Key Bank Tower. Declarant hereby grants to the Owner of the Key Bank Tower a Support Easement with respect to the Support Elements in the Key Bank Lower Office Parcel.

In the case of the Retail Center and the Parking Facilities, the location and extent of all easements under this Section 3.3 shall be in accordance with plans and specifications approved pursuant to the Development Agreement. With respect to Improvements on any other Parcel, the location and extent of all easements under this Section 3.3 shall be in accordance with plans and specifications approved using the procedure described in Section 3.2.

Each Owner shall repair, maintain and replace, as necessary, the Support Elements of its Improvements at its sole cost and expense and without contribution from any Easement Grantee with respect thereto except as may be provided in the Project Documents or any other agreement to which such Owner is a party. Further, in replacing, repairing or reconstructing any Improvements on the burdened Parcel under any of the foregoing provisions of this Section 3.3, the Easement Grantor shall not be obligated to design or install Improvements with more stringent specifications than existed with the Improvements being replaced, repaired or reconstructed, unless otherwise required by any Government requirements, codes or laws.

3.4 Building Components. Declarant hereby grants to each Owner an easement for the installation, use, maintenance, repair, location, relocation and removal of Building Components. In the case of the Retail Center and the Parking Facilities, the location and extent of all easements under this Section 3.4 shall be in accordance with plans and specifications approved pursuant to the Development Agreement. With respect to Improvements on any other Parcel, the location and extent of all easements under this Section 3.4 shall be in accordance with plans and specifications approved using the procedure described in Section 3.2. Each Owner shall repair, maintain and replace, as necessary, its Building Components including those installed within any easement granted hereby.

Building Components installed within any easement granted hereby shall (a) be constructed, installed, maintained, replaced and repaired so as not to interfere unduly with the use and enjoyment (including business operations) of any Parcel by the respective Owner, (b) not result in damage or injury to the Buildings or other Improvements of any other Owner, (c) not materially increase the cost of the burdened Owner's initial construction or maintenance,

operation, or reconstruction consistent with the initial construction of the Improvements on its Parcel as reflected in the As-Built Plans for such Improvements, and (d) otherwise conform to the applicable requirements of this Declaration.

3.5 Utility Easements.

3.5.1 Common Utility Facilities; Separate Utility Facilities. Declarant hereby grants to each Owner of a Parcel an easement across all other Parcels within the City Creek Center Property as reasonably necessary or appropriate for the installation, use, maintenance, repair, relocation, and removal of Common Utility Facilities and Separate Utility Facilities. In the case of the Retail Center and the Parking Facilities, the location and extent of all easements under this Section 3.5 shall be in accordance with plans and specifications approved pursuant to the Development Agreement. With respect to Improvements on any other Parcel, the location and extent of all easements under this Section 3.5 shall be in accordance with plans and specifications approved using the procedure described in Section 3.2. Further, the easement rights granted in this Section 3.5.1 shall include easements as reasonably necessary for each Owner to locate, construct and install additional Common Utility Facilities and Separate Utility Facilities in the Parking Facilities in connection with the ongoing and normal business use of such Owner's Parcel; provided that such additional easements beyond those shown in the As-Built Plans at the time the Retail Center first opens for business shall not cause the permanent removal of any parking stalls or storage units in the Parking Facilities.

The Common Utility Facilities permitted under this Declaration shall be subject to available designed capacity as reasonably determined from the approved plans and specifications and such other reasonable restrictions imposed by the Easement Grantor; provided that no Owner shall be allowed to over use the reasonable capacity intended for such Owner's Parcel at the time such facilities were constructed and installed.

The Common Utility Facilities and Separate Utility Facilities shall (a) be constructed, installed, maintained, replaced and repaired so as not to interfere unduly with the use and enjoyment (including business operations) of any Parcel by the respective Owner, (b) not diminish the functionality of the Utility Systems servicing any Parcel, (c) not result in damage or injury to the Buildings or other Improvements of any other Owner, (d) not materially increase the cost of the burdened Owner's initial construction or maintenance, operation, or reconstruction consistent with the initial construction of the Improvements on its Parcel as reflected in the As-Built Plans for such Improvements, and (e) otherwise conform to the applicable requirements of this Declaration. Whenever feasible, such Utility Systems shall be separately metered or separately assessed to the Owner benefited or using such Utility Systems.

The Common Utility Facilities shall be repaired, maintained and replaced by the Owner upon whose Parcel such Common Utility Facilities are located (except as may be provided in the Project Documents or any other agreement to which such Owner is a party). The costs of such repairs, maintenance and replacement shall be reasonable and shall be borne by the Owners benefiting from the repaired, maintained or replaced Common Utility Facilities in proportion to each Owner's relative usage of the applicable Common Utility Facilities, except in the event the repair, maintenance or replacement is made necessary by the act or neglect of a particular Owner or Owners, in which event such Owner or Owners shall pay such costs. The Owner incurring

any such costs shall invoice the Owners responsible for payment of the costs with an invoice stating the costs incurred and the allocation of the costs among the responsible Owners, together with documentation supporting (i) the costs incurred, and (ii) the methodology for the allocation, and the invoiced Owners shall reimburse the Owner incurring the costs within thirty (30) days after receipt of the invoice.

3.5.2 Relocation. An Owner may relocate any Common Utility Facilities and Separate Utility Facilities located on such Owner's Parcel, provided such relocation complies with the provisions of this Section 3.5.2. Any installation, maintenance, replacement, relocation, repair or removal of Utility Systems shall:

(a) be performed only after such Owner has given each affected Easement Grantee sixty (60) days written Notice of its intention to take such action with respect to such Common Utility Facilities or Separate Utility Facilities, except in the case of emergency (in which event Notice shall be given as soon as practicable);

(b) shall not interfere with or diminish the functionality of the Utility Systems servicing the Easement Grantee; however, temporary interferences with and diminutions in services of Utility Systems shall be permitted if they occur during non-business hours of the Easement Grantee to the extent commercially and reasonably possible in light of best construction practices and, as to any interruption or interference with electrical service, shall have been approved by all affected Owners, such approval not to be unreasonably withheld or delayed;

(c) shall not reduce or impair the usefulness or function of the Common Utility Facilities or Separate Utility Facilities in question;

(d) shall be performed at the sole cost of Easement Grantee unless otherwise agreed;

(e) shall not be scheduled to be undertaken or performed between November 1 and January 15, except in the event of an emergency, in which case the Easement Grantee may take any such actions at any such time as it may deem appropriate to address the applicable emergency; and

(f) shall not materially interfere with or increase the cost of any other Owner's insurance coverage.

3.5.3 Location. All Utility Systems located within the Parking Facilities shall be located in a manner so as not to interfere with the intended use and operation of the Parking Facilities. The foregoing notwithstanding, all Utility Systems constructed and installed in accordance with plans approved pursuant to the Development Agreement shall be deemed to satisfy the provisions of this Section 3.5.3.

3.5.4 Mechanical/Electrical Rooms. Declarant grants to the Owners of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel, the Nordstrom Parcel and the Macy's Parcel exclusive (except to the extent the Easements Exhibit states that some portion of the easement area is non-exclusive) easements within the Parking Facilities for the location

and use of their respective Mechanical/Electrical Rooms. The Easement Grantees use of these easements is subject to the restrictions, rules and regulations applicable thereto as described in the CCA Governing Documents. Each Owner shall maintain, repair and replace, as necessary, its own Mechanical/Electrical Rooms except as may be provided in the Project Documents or any other agreement to which such Owner is a party.

3.5.5 Winter Garden. Declarant hereby grants to the Owner of the Block 75 Retail Center Parcel non-exclusive easements within, over and through (a) those portions of the Tower 4 Parcel as reasonably necessary for the installation, location and operation of gas, electrical and fire alarm equipment and systems (including electrical panels) servicing the Winter Garden, in gas, electrical and fire control rooms located on the Tower 4 Parcel, (b) those portions of the Block 75 Parking Facility Parcel as reasonably necessary for the installation, location and operation of fire sprinkler pump equipment servicing the Winter Garden, located in a pump room on the Block 75 Parking Facility Parcel, and (c) those portions of the Tower 4 Parcel as reasonably necessary to access and maintain the heating, ventilation and cooling equipment and systems located on the roof of the Winter Garden.

3.6 Pedestrian Circulation Easements.

3.6.1 Retail Center Parcels. Declarant hereby grants to the Owners of the Retail Center Parcels easements within, over and through those portions of the Parking Facilities as specifically depicted and shown on the Easements Exhibit for ingress, egress, access, passage and accommodation to, from and between the Retail Center and the burdened Parcels.

3.6.2 Parking Facility Parcels. Declarant hereby grants to the Owners of the Parking Facility Parcels easements within, over and through the N/S Corridors of the Mall, for ingress, egress, access, passage and accommodation of pedestrians to, from and between the Retail Center, the Parking Facilities and Public Streets, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the Owners of the Parking Facility Parcels from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.3 Tower Residential Parcels. Declarant hereby grants to the Owners of the Tower Residential Parcels (i) easements within, over and through the N/S Corridors of the Mall for emergency egress from the Tower Residential Parcels to the Public Streets, (ii) easements within, over and through the N/S Corridors of the Mall, the Tower Retail Parcels, and the Parking Facility Parcels for access to electrical and mechanical rooms that service said Tower Residential Parcels and which are located in the Tower Retail Parcels or the Parking Facility Parcels and that may only be accessed through the Tower Retail Parcels or the Parking Facility Parcels, and (iii) easements within, over and through the N/S Corridors of the Mall, and the Social Center Corridor, for pedestrian ingress, egress, access, passage and accommodation to and from both the Tower 5 Retail Parcels and the Social Center. The easements granted in this Section 3.6.3 are granted subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease, including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair

or prevent the Occupants and Permittees of the Owners of the Tower Residential Parcels from access to and use of the electrical and mechanical rooms at any time, except in accordance with the provisions of Section 3.1.8.

3.6.4 Tower Retail Parcels. Declarant hereby grants to the Owners of the Tower Retail Parcels easements within, over and through the N/S Corridors of the Mall for ingress, egress, access, passage and accommodation of pedestrians to, from and between the Tower Retail Parcels and the Public Streets, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the Owner of the Tower Retail Parcels from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.5 Building H Parcel. Declarant hereby grants to the Owner of the Building H Parcel easements within, over and through the N/S Corridors of the Mall, those portions of the main or first level of Building H as specifically depicted and shown on the Easements Exhibit (and which is not part of Retail Center), and the Parking Facility Parcels, for (i) access to electrical and mechanical rooms that service said Building H Parcel and which are located in the Parking Facility Parcels, and (ii) ingress, egress, access, passage and accommodation of pedestrians to, from and between the Building H Parcel, and the Public Streets and the Parking Facility Parcel, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the Owner of the Building H Parcel from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.6 Residential Above Retail Parcels. Declarant hereby grants to the Owners of the Residential Above Retail Parcels easements within, over and through the N/S Corridors of the Mall, and those portions of the Retail Center Parcels as specifically depicted and shown on the Easements Exhibit, for pedestrian ingress, egress, access, passage and accommodation of the Owners of the Residential Above Retail Parcels to, from and between the Residential Above Retail Parcels, and the Public Streets and the Parking Facilities, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the Owner of the Residential Above Retail Parcels from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.7 Social Center Parcel. Declarant hereby grants to the Owner of the Social Center Parcel easements within, over and through the N/S Corridors of the Mall, the Social Center Corridor, and those portions of the Retail Center Parcels as specifically depicted and shown on the Easements Exhibit, for pedestrian ingress, egress, access, passage and accommodation to and from the Social Center, subject to the rights of the Owner of the Retail Center Parcels under the Retail Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the Owner of the Social

Center Parcel from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.8 Reservation for Marriott Hotel Property. Declarant hereby reserves to itself, as the Owner of the Block 76 Parking Facility Parcel, the right to grant to the owner of the Marriott Hotel Property a non-exclusive easement within, over and through that portion of the N/S Corridors located immediately East of the Marriott Hotel Property, for the ingress, egress, access, passage and accommodation of customers, guests and invitees of the Marriott Hotel Property to, from and between any East side door of any improvements located on the Marriott Hotel Property and the Public Streets, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the owner of the Marriott Hotel Property from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.9 Certain Block 75 Office Buildings. Declarant hereby grants to the Owners of the Key Bank Tower, the Key Bank Lower Office Parcel, and the Eagle Gate Tower easements (a) over and through the Block 75 Vertical Circulation Elements, and (b) over and through the public passageways in the Food Court, for ingress, egress, access, passage and accommodation of pedestrians to, from and between (i) the Key Bank Tower, the Key Bank Lower Office Parcel, and the Eagle Gate Tower, and (ii) the Public Streets, the State Street Tunnel, and the Block 75 Parking Facilities, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Retail Center, provided that no such regulation of the Retail Center shall in any way impair or prevent the Occupants and Permittees of the Owners of the Key Bank Tower, the Key Bank Lower Office Parcel, and the Eagle Gate Tower from pedestrian access to and use, at any time, of the N/S Corridors and the easement areas described in clauses (a) and (b) of this Section, except in accordance with the provisions of Section 3.1.8. The Owner of the Block 75 Retail Parcels may arrange the Improvements and furniture in the Food Court in any manner said Owner may choose, provided there remains a reasonable passageway through the Food Court to satisfy the purposes of the easements granted herein.

3.6.10 Office Building Parcels. In addition to the easement rights granted in Section 3.6.8 above, Declarant hereby grants to the Owners of the Office Building Parcels easements within, over and through the N/S Corridors of the Mall for the ingress, egress, access, passage and accommodation of pedestrians to, from and between the Office Building Parcels and the Parking Facilities, subject to the rights of the Owner of the Retail Center Parcels under the Retail Center Lease including, without limitation, the right to regulate the hours and the nature or extent of use of the Mall, provided that no such regulation of the Mall shall in any way impair or prevent the Occupants and Permittees of the Owner of the Office Building Parcels from access to and use of the N/S Corridors at any time, except in accordance with the provisions of Section 3.1.8.

3.6.11 Qwest Parcel. Declarant hereby reserves to itself as the Owner of the Block 75 Parking Facility Parcel the right to grant (to the extent not already reserved by Qwest in the documents evidencing the Qwest-Granted Rights) to the owner of the Qwest Parcel

non-exclusive easements within, over and through (a) the loop road in Block 75 running between State Street and 100 South Street (the "**Loop Road**"), and (b) the access road, as shown on the Easements Exhibit, running from the Loop Road to the building located on the Qwest Parcel, for pedestrian and vehicular ingress, egress and access to and from the Public Streets and the Qwest Parcel.

3.6.12 Blanket Access Easements in Parking Facilities. Where an Owner has an easement over a portion of the Parking Facility Parcels pursuant to this Declaration, said Owner shall also have, and Declarant hereby so grants, a non-exclusive pedestrian easement over and through the Parking Facility Parcels from the Vertical Circulation Elements to such easement area, using the shortest reasonable route from the Vertical Circulation Elements to the easement area.

Each Owner shall repair, maintain and replace, as necessary, the areas on its Parcel subject to the foregoing pedestrian circulation easements without contribution from any other Owner except as may be provided in the Project Documents or any other agreement to which such Owner is a party.

3.7 Tower Lobby Easements. Declarant hereby grants to the Owner of each of the Tower Residential Parcels an exclusive easement in the applicable Tower Retail Parcel, as specifically depicted and shown on the Easements Exhibit, for the placement, construction, use, operation, maintenance, repair, and reconstruction of a lobby and related facilities and Improvements for the benefit of the applicable Tower Residential Parcel. Each of the Owners of the Tower Residential Parcels shall maintain, repair and replace, as necessary, the Improvements located within such easements.

3.8 Residential Tower Deck Easements. Declarant hereby grants to the respective Owner of each Tower Residential Parcel easements for the location, protrusion, use, operation, maintenance and repair of decks, balconies and canopies that protrude from the Residential Units located in Tower Residential Parcels into or over the Retail Center Parcels (including the Mall), but only as to Residential Units in the Tower Residential Parcels that are at least one full floor level above the Retail Center (including the Mall) adjacent to the applicable Tower Residential Parcel.

3.9 Easements for Skylight System. Subject to the right of the Owners of the Residential Above Retail Parcels to maintain, repair and reconstruct the Roofs of the Improvements located on the Residential Above Retail Parcels, Declarant hereby grants to the Owners of the Block 76 Retail Center Parcels exclusive easements on the Roofs of the Improvements located on the Residential Above Retail Parcels, as specifically depicted and shown on the Easements Exhibit, for the placement, construction, use, operation, maintenance, repair, and reconstruction of the Skylight System. Further, Declarant hereby grants to the Owners of the Block 76 Retail Center Parcels non-exclusive easements over, through and upon the Residential Above Retail Parcels, in the locations specifically depicted and shown on the Easements Exhibit, for access to the Skylight System as reasonably necessary for the reasonable and customary maintenance, cleaning, repair and reconstruction of the Skylight System. The Owners of the Block 75 Retail Center Parcels and the Block 76 Retail Center Parcels shall maintain, repair and replace, as necessary, the Skylight System without contribution from any

other Owner except as may be provided in the Project Documents or any other agreement to which such Owner is a party.

3.10 Parking Facilities Easements.

3.10.1 Parking Facilities Equipment. Declarant hereby grants to the Owners of the Parking Facility Parcels, easements within, over and through the Retail Center Parcels and the Tower 5 Retail Parcels in the locations specifically depicted and shown on the Easements Exhibit, for the installation, construction, placement, maintenance, repair, reconstruction, use and operation of air intake and/or exhaust equipment, ventilation shafts, the exhaust of air, emergency generators and related equipment, and other mechanical equipment and communications conduits. The Owners of the Parking Facility Parcels shall repair, maintain and replace, as necessary, all such equipment, shafts and conduits without contribution from any other Owner, except to the extent any such repair, maintenance or replacement is necessitated by the acts, omissions, negligence or willful misconduct of such other Owner.

3.10.2 Truck Facilities. Declarant hereby (a) grants to the Owners of the Retail Center Parcels, the Nordstrom Parcel, the Macy's Parcel, the Residential Above Retail Parcels, the Social Center Parcel, the Building H Parcel, the Parking Facility Parcels, and the Office Building Parcels, non-exclusive easements for vehicular and pedestrian access to and from, and use of, the Truck Facilities in the locations specifically depicted and shown on the Easements Exhibit, and (b) grants to the Owners of the Retail Center Parcels, the Nordstrom Parcel and the Macy's Parcel, respectively, non-exclusive easements for access to and from, and the exclusive use of, and the exclusive right to install, construct, place, maintain, repair and reconstruct Improvements within, the Mechanical/Electrical Rooms. Each Owner shall maintain, repair and replace, as necessary, its own Truck Facilities and Mechanical/Electrical Rooms without contribution from any other Owner except as may be provided in the Project Documents or any other agreement to which such Owner is a party. The Owners of the Parking Facilities shall maintain, repair and replace, as necessary, those areas of the Parking Facilities required for access to the Truck Facilities and Mechanical/Electrical Rooms without contribution from any other Owner.

3.10.3 Qwest. Declarant hereby reserves to itself as the Owner of the Block 75 Parking Facility Parcel the right to grant to the owner of the Qwest Parcel a non-exclusive easement within, over and through those portions of the Parking Facilities and Truck Facilities, including the service elevators, that are not exclusively used by any other Owner, for vehicular and pedestrian access to and from, and use of, the Truck Facilities for the benefit of the Qwest Parcel, subject to the rules and regulations to be promulgated for the use of the Truck Facilities pursuant to the Parking Agreement.

3.11 Maintenance Easements.

3.11.1 Residential Parcels and Office Buildings. Declarant hereby grants to the Owners of the Tower Parcels, the Residential Above Retail Parcels, the Social Center Parcel, and the Office Building Parcels, easements over, through and in the air space over the Mall, on the Roofs of the Retail Center where the same are contiguous to a Tower Parcel or an Office Building Parcel, and over and through the stairs from said Roofs to the N/S Corridors of the

Mall, for the reasonable and customary maintenance, cleaning, repair and reconstruction of the exteriors of the Office Buildings and the Improvements and Buildings located upon and within the Tower Parcels, the Residential Above Retail Parcels, and the Social Center Parcel. The foregoing easements in the air space over the Mall shall not include any right of attachment or support of any Improvements or equipment to or on the Improvements on the Retail Center Parcel and shall be subject to such reasonable requirements as may be imposed by the Owner of the Retail Center Parcels.

3.11.2 Easements Pertaining to Roof of Macy's Building. Declarant hereby grants to the Owners of the Tower 4 Parcel and the Zions Bank Tower that constitutes one of the Block 75 Office Buildings, easements over, through and in the air space over the eastern five (5) feet and the northern five (5) feet of the Roof of the Macy's Building for the reasonable and customary maintenance, cleaning, repair and reconstruction of the exteriors of the Improvements and Buildings located upon and within the Tower 4 Parcel and the Zions Bank Tower. The foregoing easement in the air space over the Roof of the Macy's Building shall not include any right of attachment or support of any Improvements or equipment to or on the Improvements on the Macy's Parcel and shall be subject to such reasonable requirements as may be imposed by the Owner of the Macy's Parcel.

3.11.3 Easements Pertaining to Roof of Building H. Declarant hereby grants to the Owners of the Retail Center Parcels (a) easements over, through and upon those portions of the Roof of the Improvements located on the Building H Parcel, as specifically depicted and shown on the Easements Exhibit, for the installation, construction, reconstruction, repair and maintenance of electrical and mechanical rooms and other maintenance and related facilities that service the Retail Center Parcels, and (b) easements within, over and through those portions of the Building H Parcel as specifically depicted and shown on the Easements Exhibit for access to the facilities described in the foregoing clause (a).

3.11.4 Easements Pertaining to Facilities Located Within Residential Above Retail Parcels. Declarant hereby grants to the Owners of the Retail Center Parcels easements within, over and through those portions of the Residential Above Retail Parcels and the Social Center Parcel as specifically depicted and shown on the Easements Exhibit for access to electrical and mechanical rooms and other maintenance and related facilities that service the Retail Center Parcels and which are located within the Residential Above Retail Parcels or the Social Center Parcel, or which may only be accessed through the Residential Above Retail Parcels or the Social Center Parcel.

3.11.5 Easements Pertaining to Elevators and Elevator Vestibules Connecting Nordstrom Building and Macy's Building to Parking Facilities. Declarant hereby grants to Macy's and Nordstrom the right and easement to maintain the elevators connecting their respective Buildings to the Parking Facilities as well as the elevator vestibule(s) located within the Parking Facilities for the elevators serving their respective Buildings.

3.11.6 Indemnity. Each Easement Grantee of an easement granted pursuant to this Section 3.11 covenants and agrees that its exercise of such easements shall not result in damage or injury to the Improvements of the other Owners, and shall not unreasonably interfere with or interrupt the business operation conducted by any other Owner in any Parcel or any other

aspect of the City Creek Center Project. In addition, each Easement Grantee, at its sole cost and expense, shall promptly repair, replace or restore any and all Improvements of the Easement Grantor that are damaged or destroyed in the exercise by the Easement Grantee of the easements granted under this Section 3.11 in accordance with plans and specifications approved by the Easement Grantor and shall defend, indemnify and hold the Easement Grantor harmless from and against all liens, loss, liability, damage, cost or expense (including reasonable attorney's fees) incurred in connection with or arising out of the Easement Grantee's exercise of said easements, except to the extent occasioned by the Easement Grantor's active negligence or intentional wrongdoing.

3.12 Operational Easements. It is understood and acknowledged that the City Creek Center Project is a mixed use project with various commercial, office, retail, restaurant, and residential uses. As such, there will be lights, sounds, noises, and odors that are associated with all such uses. Declarant hereby grants, for the benefit of all Owners of all Parcels, easements for sound, noise, odors, smoke, and light over all Parcels; provided that such easements shall not entitle any Owner to violate any Laws.

3.13 Vehicular Easements. Declarant hereby grants to the Owner of the Block 75 Parking Facility Parcel a non-exclusive easement within, over and through the South Temple Access Property for ingress, egress, access, passage and accommodation of vehicles to, from and between the Block 75 Parking Facility Parcel and the City Granted Rights in South Temple Street. Said rights to use the South Temple Access Property are referred to herein as the "***South Temple Access Rights.***"

3.14 Adjacent Access Areas. Declarant hereby reserves to itself as the Owner of the Parking Facility Parcels, the right to promulgate and enforce reasonable rules and regulations, for the benefit of the Parcels that are contiguous to the Adjacent Access Areas, regulating, controlling and restricting the sound, noise, light, litter, special events and activities that occur on or emanate from the Adjacent Access Areas; provided however, that such use and such rules and regulations shall not be inconsistent with the provisions of the Retail Center Lease, shall not unreasonably interfere with the commercial activities existing or occurring in the Retail Center, and shall not materially impede or interfere with circulation of pedestrians within the Mall, including the use by Permittees of the Retail Center or ingress and egress to the Mall Store Buildings, the Nordstrom Building and the Macy's Building.

3.15 Restoration. Each Owner severally covenants that if all or any part of its Improvements is damaged or destroyed at a time when it is not required to restore and does not elect to restore the same pursuant to the terms of the Project Documents or any other agreement to which such Owner is a party, it will promptly (i) restore any Support Elements (or portions thereof) if, immediately before such destruction, such Support Elements (or portions thereof) were shared jointly between such Owner and any other Owner; and (ii) restore such other of its Improvements as may be required for the full use and enjoyment of any Project Easements which are then required by any Owner. Each Owner shall be obligated to restore and leave in place such Support Elements and Improvements only for so long as the Improvements of the other Owner or Owners requiring such Project Easements shall stand (as originally constructed or as replaced) or shall be in the process of being restored or replaced. Nothing in this paragraph imposes any obligation on any Owner to restore or reconstruct all or any part of its

Improvements beyond the termination of such restoration obligations as are otherwise contained in the Project Documents or any other agreement to which such Owner is a party.

ARTICLE IV INTERPRETATION

These principles of interpretation shall govern this Declaration, and any other document that refers to this Declaration as its source for definitions.

4.1 Captions. The captions in this Declaration are provided only for convenience and reference. They do not define, limit, or describe the scope of this Declaration or the intent of any provision of this Declaration.

4.2 Collective Nouns. Wherever this Declaration refers to the City Creek Center Project, any Improvement, the City Creek Center Property, or any other interest in real property, such reference also automatically includes a reference to any part of, or interest in, the subject of such reference, unless the context clearly requires otherwise. For example, any reference to the City Creek Center Property (unless such reference clearly refers only to the entire City Creek Center Property) automatically means: "the City Creek Center Property or any part thereof."

4.3 Effect on Other Project Documents. Nothing in this Declaration limits or restricts any Person's duties or obligations under any other Project Document.

4.4 No Limitation. Words such as "such as," "including," and "include" shall all be interpreted as if followed by the words "without limitation" or "but not limited to."

4.5 Obligations. Wherever this Declaration requires any Person to perform any obligation, such Person shall do so at its sole cost and expense, without reimbursement or contribution, except as this Declaration expressly provides otherwise; provided, however, nothing contained herein shall prevent or limit Declarant's or any Owner's ability to obtain reimbursement or contribution from any Owner pursuant to the terms and conditions of a separate agreement entered into between such parties.

4.6 Ownership of Improvements. Nothing in this Declaration affects or is intended to define Declarant's or any Owner's ownership of any Improvements. Such ownership shall be determined under other written instruments and agreements and applicable Laws. Further, unless otherwise provided in any agreement to which the Easement Grantee is a party, an Easement Grantee's personal property, equipment, furniture, fixtures, machinery and similar Improvements located in an easement area shall, for purposes of maintenance, operation, insurance, taxes, repairs, reconstruction, and restoration, be deemed part of the Easement Grantee's Parcel and Building and shall be deemed not a part of the Easement Grantor's Parcel or Building for such purposes.

4.7 Plural and Singular. Any term defined in the plural may be used in the singular (as a singular term) and vice versa, all in accordance with ordinary principles of English grammar. Each reference to "or" includes "and."

4.8 Notice. Each Notice that a Owner is required or desires to give or make or communicate to any other Owner shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent by reputable overnight courier, addressed in the case of each Owner to the agent and address for service of process for such Owner as established by laws of the jurisdiction governing each such Owner.

4.9 Manner of Performance. Wherever this Declaration obligates any Person to perform any action, this Declaration need not state that such Person may either perform such action or cause it to be performed, as this applies throughout.

4.10 Uses of Tower Residential Parcels, Office Building Parcels and Tower Retail Parcels. Nothing contained in this Declaration, including the fact that the word “residential” is used in the definitions of the Tower Residential Parcels, the word “office” is used in the definition of Office Building Parcels, the word “retail” is used in the definitions of the Tower Retail Parcels, and the words “social center” are used in the definition of the Social Center Parcel shall be construed to limit or restrict in any way the use or uses to which the respective Owners of the Tower Residential Parcels, Office Building Parcels, Social Center Parcel, and Tower Retail Parcels may put such Parcels, and Declarant, its successors and assigns as to the ownership of such Parcels, expressly herein and hereby reserves the right to use the Tower Residential Parcels, the Office Building Parcels, the Social Center Parcel, and the Tower Retail Parcels for any use allowed by Law, including residential, office, retail, or other uses; provided however, Declarant acknowledges that using any such Parcel for retail uses may be restricted or affected by provisions in the Project Documents or other binding agreements, and, unless otherwise approved in writing by the lessee under the Retail Center Lease, the Owners of such Parcels shall not use such Parcels (a) in a manner which violates any restrictions upon retail use of such Parcel that are set forth in the Retail Center Lease or (b) for any industrial or manufacturing use, excluding however light manufacturing uses (e.g., assemblage of jewelry by jewelers, creation of dental implants by dentists or orthodontists, etc.) which would not reasonably be expected to disrupt in any material respect the contemplated retail use of the Retail Center (it being understood that it shall be reasonable for the lessee under the Retail Center Lease to consider all types of potential disruption caused by any such use, including, for example, impacts upon traffic circulation and the nature of any sounds, sights or smells emitted through the activities involved in the use, if the same are inconsistent with proximity to a first class retail shopping center).

4.11 Office Buildings. Except as otherwise expressly provided herein with respect to the Key Bank Lower Office Parcel, Declarant does not intend in this Declaration to grant any easements that burden or bind the Office Buildings; rather Declarant intends that any easements affecting or touching the Office Buildings only benefit the Office Buildings and the Parcels upon which such Office Buildings are located, and nothing contained in this Declaration shall be construed otherwise.

**ARTICLE V
TERM**

This Declaration and the obligations hereunder shall remain binding from the date hereof and shall continue until December 31, 2070 (the "***Termination Date***").

**ARTICLE VI
TRADE NAME**

Unless authorized by Declarant in writing, no Person shall use the term "City Creek Center," or the logo, trade name, trade dress thereof or any derivative thereof, or any name that is confusingly similar, in any printed or promotional material without the prior written consent of Declarant. However, any Owner may use the term "City Creek Center" in printed or promotional matter where such term is used solely to specify that their particular space is located within "City Creek Center."

**ARTICLE VII
MISCELLANEOUS**

7.1 Additional Agreements. Nothing in this Declaration prevents any Permittees from entering into any agreements of any kind between themselves relating to the City Creek Center Project, including any easements or other agreements relating to real property subject to the terms and conditions set forth herein. Any such agreement shall bind only the Permittees party thereto. Further, Declarant declares that to the extent that two or more Owners have entered into, or hereafter enter into, a separate agreement (or separate agreements) pertaining to a matter covered by this Declaration, the provisions of this Declaration shall not limit or modify the rights or obligations of said Owners with respect to said matter as set forth in said separate agreement(s) (it being understood, however, that unless otherwise agreed by an Owner that is not a party to (or otherwise bound by) said separate agreement, the provisions of said separate agreement(s) shall not affect any rights or obligations hereunder in favor of an Owner that is not a party to (or otherwise bound by) the separate agreement(s)).

7.2 Covenants. This Declaration shall constitute a covenant running with the land and shall bind all Permittees and their successors and assigns. This Declaration is not intended to create, and shall not be deemed to create, any easements or other rights for the benefit of the general public. Any Permittee's acceptance of any direct or indirect interest in the City Creek Center Project shall constitute such Permittee's acceptance and reaffirmation of, and agreement to comply with, this Declaration, as if this Declaration were set out verbatim in the instrument by which such Permittee acquired its direct or indirect interest in the City Creek Center Project.

7.3 Resolution of Disputes. Declarant and the Owners agree to use good faith efforts to resolve any disputes arising hereunder in an amicable and professional manner. In the event that Declarant and/or any Owners, as the case may be, cannot resolve any disputes between themselves, they agree to seriously consider mediation as a means of dispute resolution. If Declarant and/or any Owners, as the case may be, fail in attempts to informally resolve disputes, they agree that any disputes will be formally resolved through arbitration, which will be the sole and exclusive remedy for the settlement of any dispute or controversy about this Declaration or the rights of the parties under this Declaration, including whether the dispute or controversy is

arbitrable, except that Declarant and any Owner may bring an action in court seeking an injunction to enforce the provisions of this Declaration where the same are being violated. The arbitration proceeding will be conducted in Salt Lake City, Utah, before a single arbitrator under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time a demand for arbitration is made. Utah law governs this Declaration, irrespective of Utah's or any other jurisdiction's choice-of-law principles. To the extent that there is any conflict between the rules of the American Arbitration Association (or, in the event that the American Arbitration Association ceases to exist, such nationally recognized arbitration association as the parties shall reasonably agree), and this arbitration clause, this clause will govern and determine the rights of the parties. The decision of the arbitrator, including the determination of the amount of any damages suffered, shall be exclusive, final, and binding on all parties, and their heirs, executors, administrators, successors, and assigns, as applicable, and judgment thereon may be entered in any court of competent jurisdiction. The costs of arbitration, including administrative fees, fees for a record and transcript, and the arbitrator's fees, as well as reasonable attorneys' fees, will be awarded to the party determined by the arbitrator to be the prevailing party. The parties shall continue to perform their respective obligations under this Declaration during the continuation of any dispute hereunder. **NOTICE: EACH PERMITTEE AGREES TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS PARAGRAPH DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY UTAH LAW AND SUCH PARTY IS GIVING UP ANY RIGHTS IT MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL, AND ANY RIGHTS IT MAY HAVE TO DISCOVERY AND APPEAL.**

Notwithstanding the foregoing provisions of this Section 7.3, any dispute between Declarant and CCA or its permitted successors and assigns shall be resolved as provided in the Project Documents.

7.4 Further Assurances. Each Permittee shall, at the reasonable request of Declarant or any Owner, execute, acknowledge and deliver to a requesting Owner such instruments (including estoppel certificates in forms reasonably acceptable to the requesting Owner or financial institutions requesting the same relating to matters customarily included in estoppel certificates), in addition to those specifically provided for herein, and take such other action, as such requesting Owner may reasonably request from time to time, to: (a) effectuate the provisions of this Declaration or any transaction this Declaration contemplates or permits; (b) confirm or perfect any right to be created or Transferred under this Declaration or any such transaction; or (c) accommodate any reasonable requests from lenders. Nothing in the previous sentence shall obligate any Permittee to sign any document that materially and adversely affects such Permittee. If any Permittee fails to execute, acknowledge or deliver any instrument, or fails or refuses, within ten (10) days after receipt of a written request therefor, to take any action that this Declaration requires such Permittee to perform and such failure continues for ten (10) more days after a second written request, noting such Owner's failure or refusal to perform, then Declarant is hereby authorized, as attorney-in-fact, coupled with an interest, for such Permittee, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Permittee. Any such instrument or action shall bind such Permittee.

7.5 Modification. Except as otherwise provided herein, any Modification of this Declaration shall: (a) require the Reasonable Consent of the Owners of all Parcels; (b) require

the Reasonable Consent of any lender having a legally recognized lien on a Parcel (a "**Lender**"); and (c) be promptly recorded with the Salt Lake County Recorder's Office.

7.6 No Forfeiture. No breach or default under this Declaration shall ever cause any termination, forfeiture, or cut-off of any Person's rights under this Declaration.

7.7 No Personal Liability. No Person shall ever have any liability under this Declaration beyond its interest in the City Creek Center Property (including the proceeds of any Transfer and any income, revenue, or other proceeds of such interest in the City Creek Center Property), even if it assumes this Declaration. This Section 7.7 does not limit any Person's right to obtain equitable relief or any Person's liability under any document except this Declaration.

7.8 No Waiver. Any failure to enforce this Declaration or any of its provisions shall not constitute a waiver of this Declaration or any of its provisions, regardless of how long and on how many occasions such waiver occurred.

7.9 Organization. Declarant and each Owner that is a legal entity covenants and warrants that (i) it shall remain an entity validly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization (or reorganization, as the case may be) and authorized to do business in the State of Utah; (ii) it has the power to perform its obligations under this Declaration and will take all actions to authorize the performance of the same; and (iii) all authorizations, licenses, consents, exemptions, filings and registrations that are required in connection with the performance of this Declaration, and the validity and the enforceability against it of this Declaration, have been obtained or effected, and are or will be in full force and effect at all times.

7.10 Representatives. Declarant and each Owner shall at all times have a Representative. Any Owner may change its Representative by Notice to Declarant and all other Owners. Any consent, vote, or other action of a Representative shall constitute the authorized and binding action of the Person that appointed such Representative.

7.11 Severability. If any provision of this Declaration is invalid or unenforceable as against any Person or under certain circumstances, the remainder of this Declaration and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of this Declaration shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by Law.

7.12 Termination. This Declaration may be terminated prior to the Termination Date only in a writing signed and acknowledged by all Owners of all Parcels; provided, however that any such termination shall require the Discretionary Consent of all Lenders. The Owner of the Parking Facility Parcels shall record (or cause to be recorded) Notice of such termination with the Salt Lake County Recorder's Office.

7.13 Force Majeure. Notwithstanding anything contained in this Declaration, each Owner shall be excused from performing any obligation under this Declaration, and any delay in the performance of any obligation under this Declaration shall be excused, while and so long as the performance of the obligation is delayed by any of the following events (collectively, "**Force Majeure**"): (a) the combined action of workers (either those employed on the Work or in any

industry essential to the conduct of the Work) in no way caused by or resulting from default or collusion with such Owner or the applicable contractor, (b) strikes, lockouts, embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, unanticipated delays caused by Government action or inaction, terrorism, or adverse weather conditions not reasonably anticipatable, (c) historical or archeological matters found on the City Creek Center Project, or (d) any other causes which the responsible party could not reasonably control or circumvent other than any lack of or inability to procure funds or financing to fulfill its commitments and obligations under this Declaration. If a delay caused by a Force Majeure event affects critical path activity, or items which could become a critical path activity, then the affected dates shall be extended to accommodate the delay in the most efficient manner, and such extension of time shall be such Owner's sole remedy for such Force Majeure delay.

7.14 Exhibits. Each of Exhibit B, Part I and Part III (other than with respect to specific easement areas) and Exhibit F attached to this Declaration has been incorporated into this Declaration in order to depict the general location and approximate boundaries of items identified in this Declaration, to the extent that the provisions of this Declaration expressly reference such Exhibit for further depiction of the location of such items. Additional information included within such Exhibits is for illustrative purposes and shall not be construed as modifying the rights and obligations of the parties to this Declaration (or of any persons claiming through such parties).

**ARTICLE VIII
EXHIBITS ATTACHED**

The following Exhibits are attached to this Declaration and are incorporated by reference as if set forth in full in the body of this Declaration:


<u>Exhibit</u>	<u>Description</u>	<u>Initial Recital/Section Where Referenced</u>
Exhibit A, Part IA	Block 75 Fee Property	A1
Exhibit A, Part IB	Qwest Parcel	A1
Exhibit A, Part IC	Block 75 Office Buildings	A1
Exhibit A, Part IIA	Block 76 Fee Property	A2
Exhibit A, Part IIB	Block 76 Office Buildings	A2
Exhibit A, Part IIIA	Main Street Garage	A3
Exhibit A, Part IIIB	South Temple Access Property	3.13

Exhibit A, Part IV	Ground Lease Property	B
Exhibit A, Part V	City-Granted Rights	D
Exhibit B, Part I	Parcels Exhibit	I
Exhibit B, Part II	Intentionally deleted	
Exhibit B, Part III	Easements Exhibit	3.1.1
Exhibit C, Part I	Block 75 Retail Center Parcel	J6
Exhibit C, Part II	Macy's Parcel	J7
Exhibit C, Part III	Block 76 Retail Center Parcel	K5
Exhibit C, Part IV	Nordstrom Parcel	K6
Exhibit D, Part I	Building H Parcel	J8
Exhibit D, Part II	Residential Above Retail Parcels	K7
Exhibit D, Part III	Social Center Parcel	K8
Exhibit E, Part I	Block 75 Parking Facility Parcel	J1
Exhibit E, Part II	Block 76 Parking Facility Parcel	K1
Exhibit F	Adjacent Access Areas Exhibit	Definition of "Adjacent Access Areas Exhibit"

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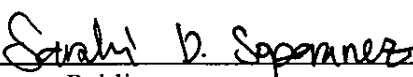
IN WITNESS WHEREOF, Declarant has executed, acknowledged, and delivered for recording this Declaration as of the Declaration Date.

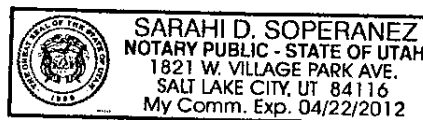
CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

MSM By: 
Name: Mark B. Gibbons
Title: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

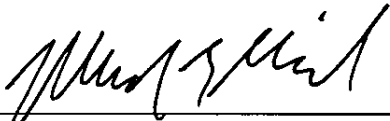
On this 2ND day of DECEMBER, 2009, personally appeared before me Mark B. Gibbons, known or satisfactorily proved to me to be the President of City Creek Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as President of said corporation.


Notary Public



IN WITNESS WHEREOF, Declarant has executed, acknowledged, and delivered for recording this Declaration as of the Declaration Date.

CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

MSM By: 
Name: Mark B. Gibbons
Title: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 12TH day of JANUARY, 2010, personally appeared before me Mark B. Gibbons, known or satisfactorily proved to me to be the President of City Creek Reserve, Inc., a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as President of said corporation.


Notary Public



RE-EXECUTED FOR PURPOSES OF RERECORDING THIS DOCUMENT

JOINDER OF BENEFICIAL LIFE INSURANCE COMPANY

Beneficial Life Insurance Company, a Utah corporation, as the fee title owner of the Key Bank Tower, hereby joins in the execution of this Master Declaration of Easements for the purpose of acknowledging that the Key Bank Tower is the beneficiary of certain easements granted by this Declaration, and that such easements may only be exercised and used subject to the restrictions and limitations set forth in this Declaration.

Dated this 12 day of January, 2010.

BENEFICIAL LIFE INSURANCE COMPANY,
a Utah corporation

By: K.H. Cannon

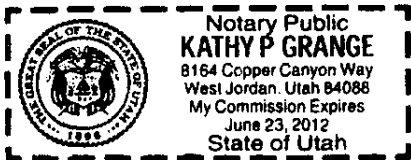
Title: President & CEO

Its: KHC

Douglas R Hancock
CEO

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

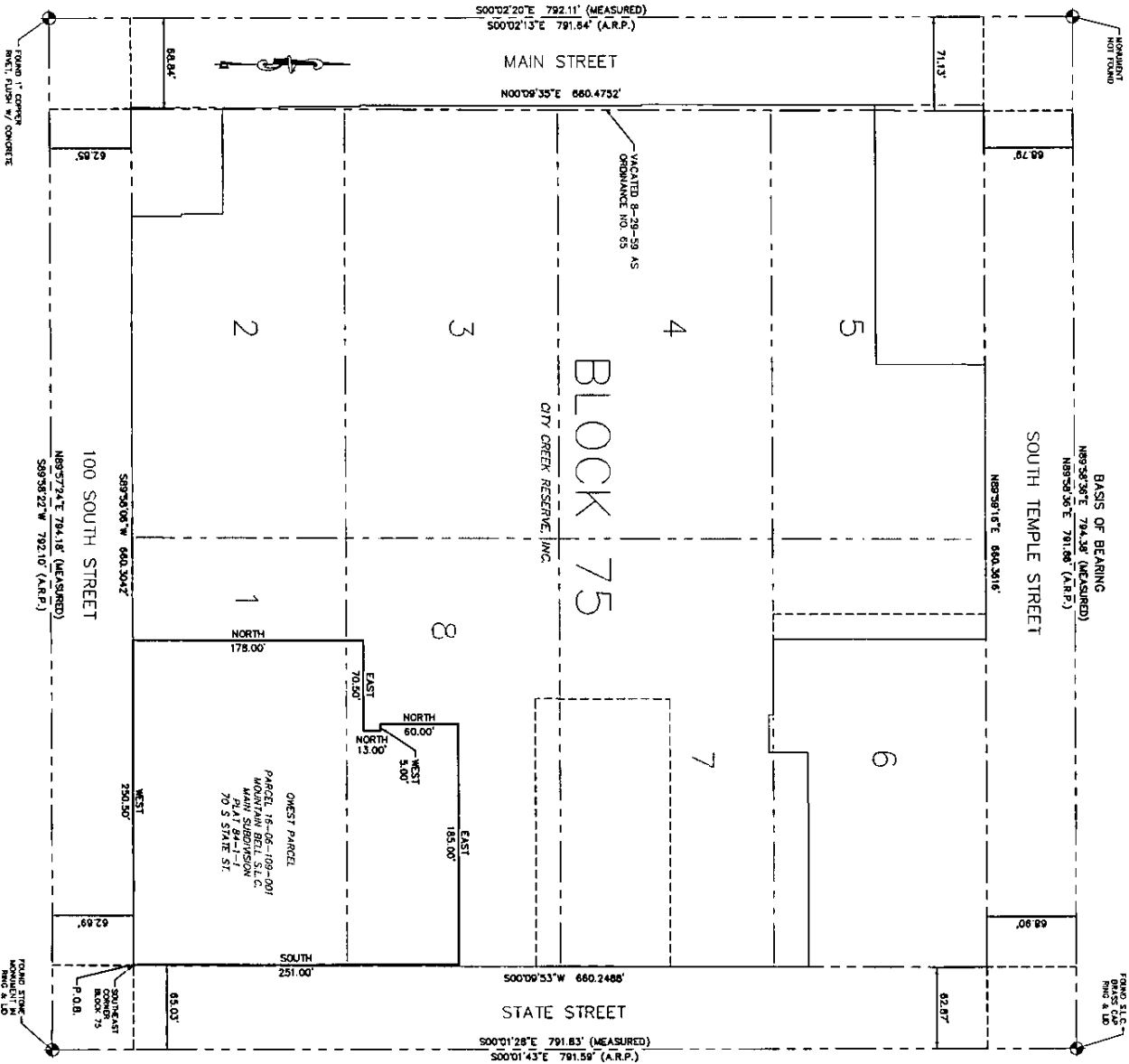
On this 12 day of January, 2010, personally appeared before me Kent H. Cannon known or satisfactorily proved to me to be the CEO & CFO, Douglas R. Hancock Beneficial Life Insurance Company, a Utah nonprofit corporation, who acknowledged to me that he signed the foregoing instrument as officers of said corporation.



Kathy P. Grange
Notary Public

RE-EXECUTED FOR PURPOSES OF RERECORDING THIS DOCUMENT

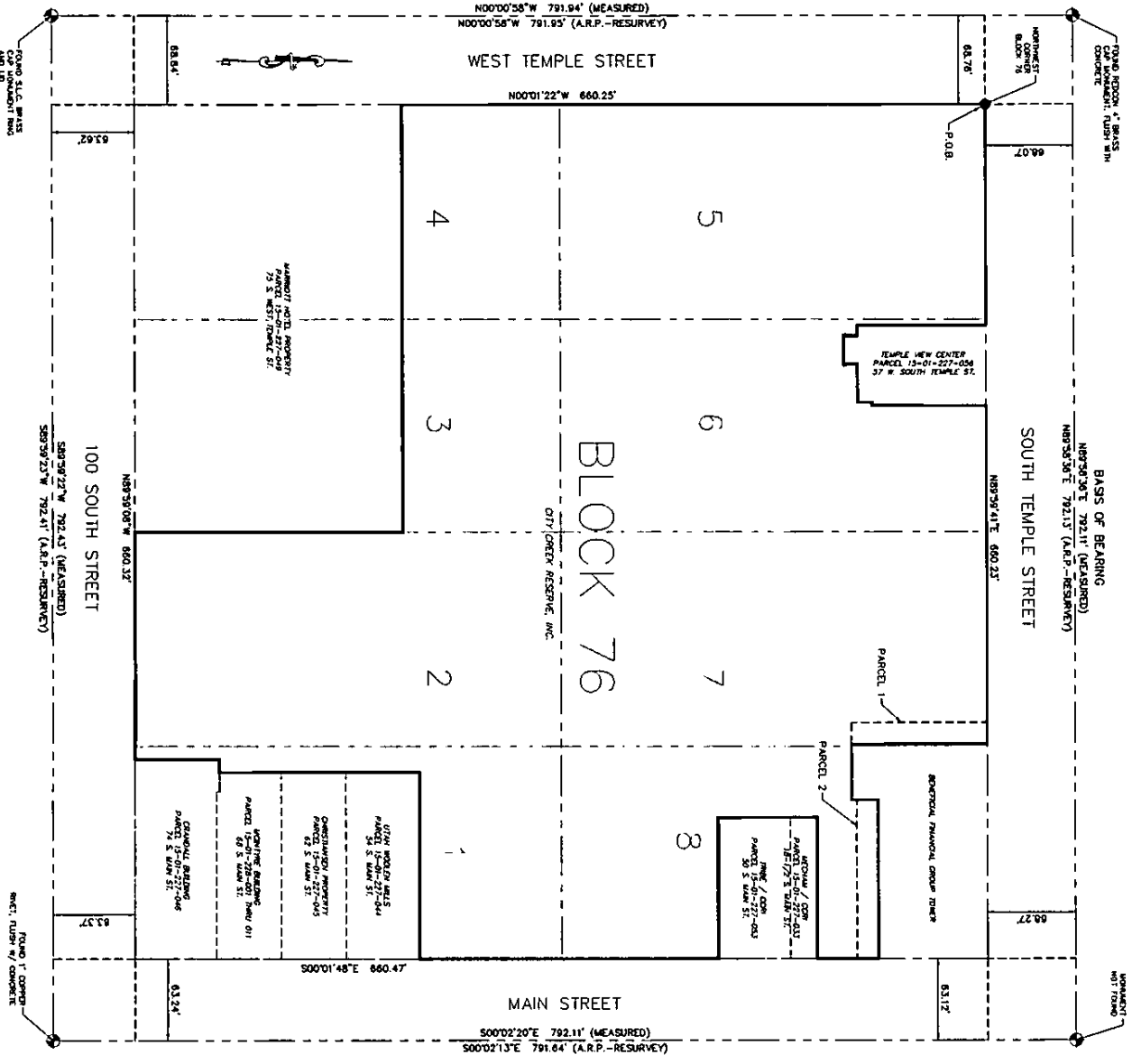
Master Declaration Exhibit A, Part IB Qwest Parcel



Qwest Parcel Legal Description
 BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE WEST 250.50 FEET; THENCE NORTH 178.00 FEET; THENCE EAST 70.50 FEET; THENCE NORTH 13.00 FEET; THENCE WEST 5.00 FEET; THENCE NORTH 60.00 FEET; THENCE EAST 185.00 FEET; THENCE SOUTH 251.00 FEET TO THE POINT OF BEGINNING.

10/26/09

Master Declaration Exhibit A, Part IIA Block 76 Fee Property



Block 76, Fee Property

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE N89°59'41"E 189.65 FEET MORE OR LESS TO A POINT THAT IS PERPENDICULAR TO THE WEST SIDE OF AN EXISTING BUILDING; THENCE ALONG SAID EXISTING BUILDING THE FOLLOWING ELEVEN (11) CALLS, SOUTH 100.08 FEET; N89°59'16"E 8.11 FEET; THENCE SOUTH 8.83 FEET; THENCE WEST 0.65 FEET; THENCE SOUTH 1.76 FEET; THENCE N89°59'16"E 23.53 FEET; THENCE NORTH 1.99 FEET; THENCE WEST 1.00 FEET; THENCE NORTH 8.60 FEET; THENCE N89°59'16"E 28.52 FEET; THENCE NORTH 11.19 FEET; THENCE EAST 2.50 FEET; THENCE N00°08'40"E 88.89 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E 281.79 FEET; THENCE S00°05'11"E 105.79 FEET; THENCE N89°54'49"E 42.85 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 42.63 FEET; THENCE S89°59'52"W 110.08 FEET; THENCE S00°01'30"E 76.46 FEET; THENCE N89°59'52"E 110.07 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 231.41 FEET; THENCE N89°59'14"W 145.13 FEET; THENCE S00°01'39"E 155.13 FEET; THENCE N89°59'34"W 10.16 FEET; THENCE S00°01'18"E 65.02 FEET; THENCE N89°59'08"W 174.59 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET; THENCE N00°01'22"W 432.71 FEET TO THE POINT OF BEGINNING.

CONTAINS 305,025.40 SQ. FT. OR 7.00 ACRES.

LESS AND EXCEPTING BOTH OF THE FOLLOWING DESCRIBED PARCELS AT THE SALT LAKE CITY DATUM ELEVATION 4393.80 AND ABOVE.

PARCEL 1:

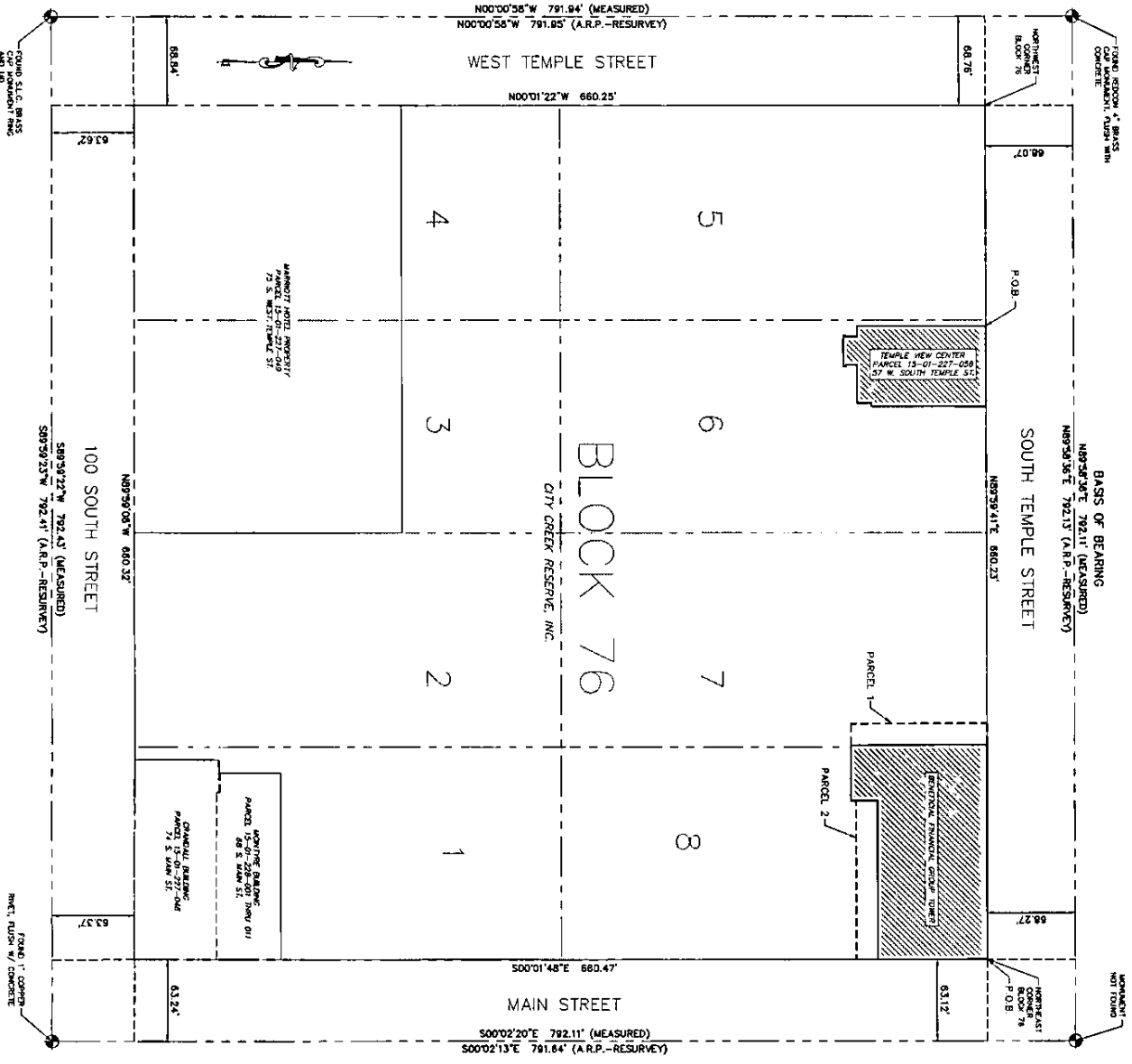
BEGINNING AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF LOT (8) EIGHT SAID POINT BEING S89°59'41"W 166.55 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING S00°05'11"E 105.79 FEET; THENCE S89°54'49"W 16.63 FEET; THENCE N00°05'11"W 105.81 FEET TO THE SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE NORTH LINE OF SAID LOT 8; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE AND SAID NORTH LINE 16.63 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AND THE EAST LINE OF LOT (8) EIGHT SAID POINT BEING S00°01'48"E 84.80 FEET FROM THE NORTHEAST CORNER OF LOT 8, BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING S00°01'48"E 16.68 FEET; THENCE S89°54'49"W 123.60 FEET; THENCE N00°05'11"W 16.68 FEET; THENCE N89°54'49"E 123.62 FEET TO THE SAID WEST RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AND THE EAST LINE OF SAID LOT 8 AND THE POINT OF BEGINNING.

10/26/09

Master Declaration Exhibit A, Part IIB Block 76 Office



BLOCK 76 OFFICE BUILDINGS

Temple New Center Legal Description

Beginning at a point that is N89°59'41"E 169.65 feet from the Northwest corner of Block 76, Plot "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian said point also being a point on the North line of said Block 76 and running thence South 100.08 feet; thence N89°59'16"E 8.11 feet; thence South 8.83 feet; thence West 0.65 feet; thence South 1.76 feet; thence N89°59'16"E 23.53 feet; thence North 1.99 FEET; thence West 1.00 feet; thence North 8.60 feet; thence N89°59'16"E 29.52 feet; thence North 11.19 FEET; thence East 2.50 feet; thence N00°08'40"E 88.89 feet to a point on the North line of said Block 75; thence N89°59'41"W along said North line 62.24 feet to the point of beginning.

Contains 6,423.43 sq. ft. or 0.15 acres.

Beneficial Financial Group Tower Legal Description

Beginning at the Northeast corner of Lot 8, Block 76, Plot "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running S00°01'48"E along the West Right of Way line of Main Street and the East line of said Lot (8) Eight 84.80 feet; thence S89°54'49"W 123.62 feet; thence S00°05'11"E 20.75 feet; thence S89°54'49"W 42.85 feet; thence N00°05'11"W 105.79 feet to the South Right of Way line of South Temple Street and the North line of said Lot 8; thence N89°59'41"E along said South Right of Way line and said North line 156.55 feet to the point of beginning.

Contains 15,028.93 sq. ft. or 0.35 acres.

Together with both of the following described parcels of the Salt Lake City Datum 4393.80 and above:

Parcel 1:

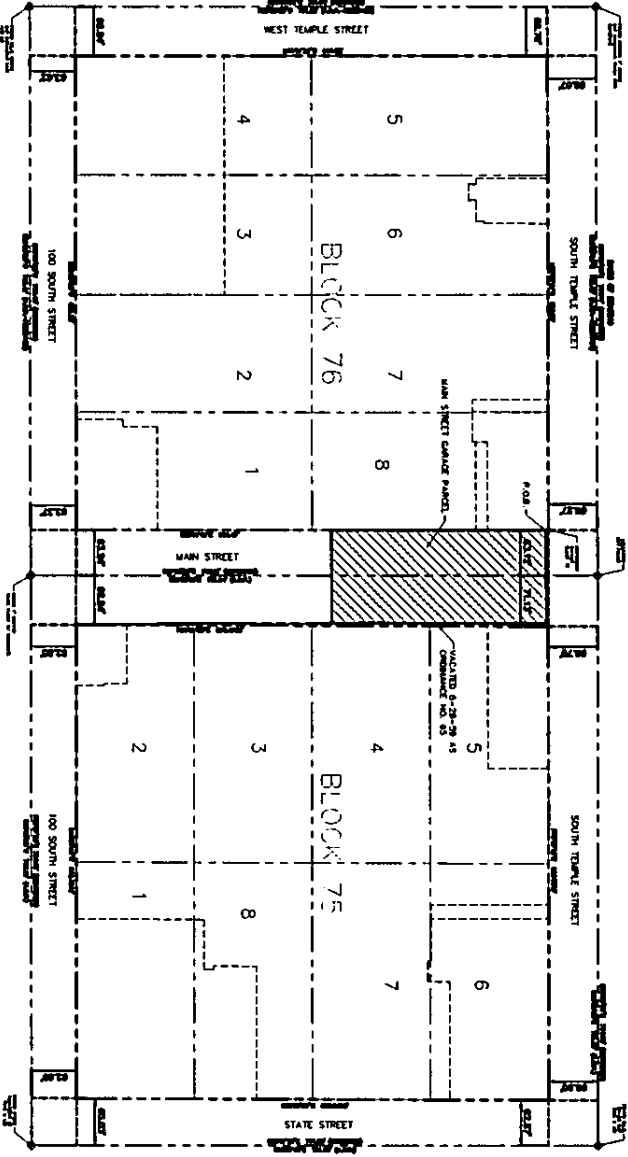
Beginning at a point on the South Right of Way line of South Temple Street and the North line of Lot (8) eight said point being S89°59'41"W 166.55 feet from the Northeast corner of Lot 8, Block 76, Plot "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running S00°05'11"E 105.79 feet; thence S89°54'49"W 16.63 feet; thence N00°05'11"W 105.81 feet to the said South Right of Way line of South Temple Street and the North line of said Lot 8; thence N89°59'41"E along said South Right of Way line and said North line 166.63 feet to the point of beginning.

Parcel 2:

Beginning at a point on the West Right of Way line of Main Street and the East line of Lot (8) eight said point being S00°01'48"E 84.80 feet from the Northeast corner of Lot 8, Block 76, Plot "A", Salt Lake City Survey, Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running S00°01'48"E 16.68 feet; thence S89°54'49"W 123.60 feet; thence N00°05'11"W 16.68 feet; thence N89°54'49"E 123.62 feet to the said West Right of Way line of South Temple Street and the East line of said Lot 8 and the point of beginning.

10/26/09

Master Declaration Exhibit A, Part IIIA Main Street Garage



Main Street Garage Parcel Legal Description

A PARCEL OF LAND WITHIN THE PUBLIC RIGHT OF WAY OF MAIN STREET DESCRIBED AS FOLLOWS AND BELOW THE FOLLOWING SPECIFIED ELEVATIONS:

BEGINNING AT A POINT THAT IS S00°01'48"E 3.20 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4321.40 AND RUNNING THENCE N89°47'31"E 130.16 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET TO ELEVATION 4322.40; THENCE S00°09'35"W ALONG SAID EAST RIGHT OF WAY LINE 262.90 FEET TO ELEVATION 4316.89; THENCE N89°57'24"E 0.89 FEET AT ELEVATION 4316.89; THENCE S00°09'35"W 38.06 FEET TO ELEVATION 4316.10; THENCE S89°58'58"W 130.26 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET TO ELEVATION 4315.10; THENCE N00°01'48"W ALONG SAID WEST RIGHT OF WAY LINE 300.52 FEET TO THE POINT OF BEGINNING.

CONTAINS 39,035.88 SQ. FT. OR 0.90 ACRES.

11/23/09

Master Declaration
Exhibit A, Part IIIB
Page 1 of 2
South Temple Access Property

South Temple Access Property – Revised 11-6-09

That three dimensional parcel of real property, located below the existing right of way of South Temple Street, situate between a plane on its top described as follows:

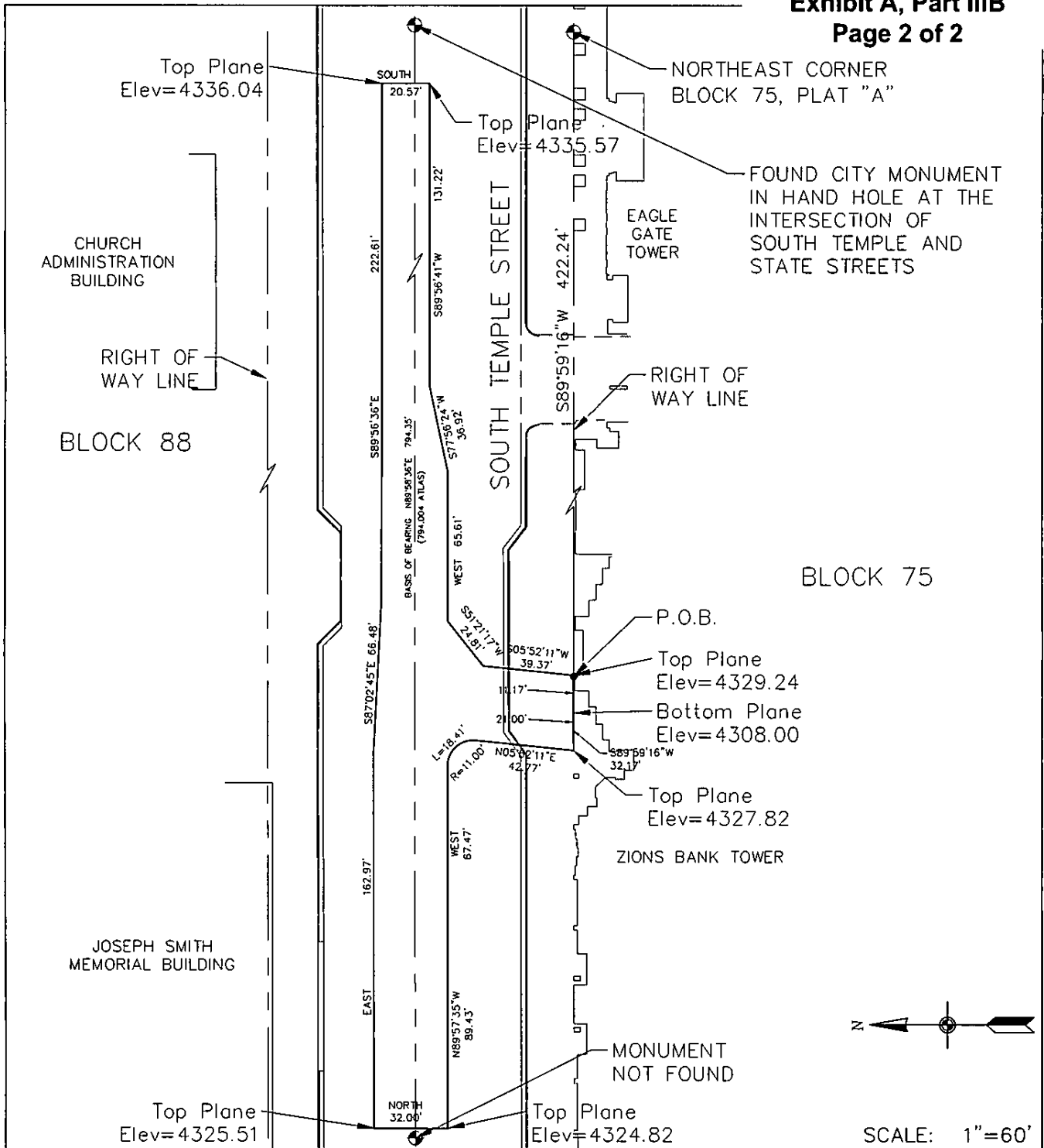
Beginning S89°59'16"W 422.24 feet from the Northeast Corner of Block 75, Plat "A", Salt Lake City Survey, (Basis of Bearing N89°58'36"E along monument line) at the Salt Lake City Datum Elevation 4329.24 and running thence along the North line of said Block S89°59'16"W 11.17 feet to the Southeast Corner of Parcel 3; thence S89°59'16"W along the East line of said Parcel 21.00 feet to Elevation 4327.82; thence N05°52'11"E 42.77 feet to a 11.00 foot radius curve to the left 18.41 feet, chord bearing N42°03'55"W 16.33 feet; thence West 67.47 feet; thence N89°57'35"W 89.43 feet to Elevation 4324.82; thence North 32.00 feet to Elevation 4336.04; thence East 162.97 feet; thence S87°02'45"E 66.48 feet; thence S89°56'36"E 222.61 feet to Elevation 4336.04; thence South 20.57 feet to Elevation 4335.57; thence S89°56'41"W 131.22 feet; thence S77°56'24"W 36.92 feet; thence West 65.61 feet; thence S51°21'17"W 24.81 feet; thence S05°52'11"W 39.37 feet to the Point of Beginning.

Contains 14,357.02 sq. ft. or 0.33 acres more or less.

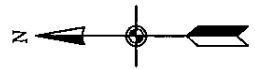
And a plane on its bottom of a subsurface elevation of 4308.0, with a perimeter boundary described as follows:

Beginning S89°59'16"W 422.24 feet from the Northeast Corner of Block 75, Plat "A", Salt Lake City Survey, (Basis of Bearing N89°58'36"E along monument line) and running thence along the North line of said Block S89°59'16"W 11.17 feet to the Southeast Corner of Parcel 3; thence S89°59'16"W along the East line of said Parcel 21.00 feet; thence N05°52'11"E 42.77 feet to a 11.00 foot radius curve to the left 18.41 feet, chord bearing N42°03'55"W 16.33 feet; thence West 67.47 feet; thence N89°57'35"W 89.43 feet; thence North 32.00 feet; thence East 162.97 feet; thence S87°02'45"E 66.48 feet; thence S89°56'36"E 222.61 feet; thence South 20.57 feet; thence S89°56'41"W 131.22 feet; thence S77°56'24"W 36.92 feet; thence West 65.61 feet; thence S51°21'17"W 24.81 feet; thence S05°52'11"W 39.37 feet to the Point of Beginning.

Contains 14,357.02 sq. ft. or 0.33 acres more or less.



BLOCK 75



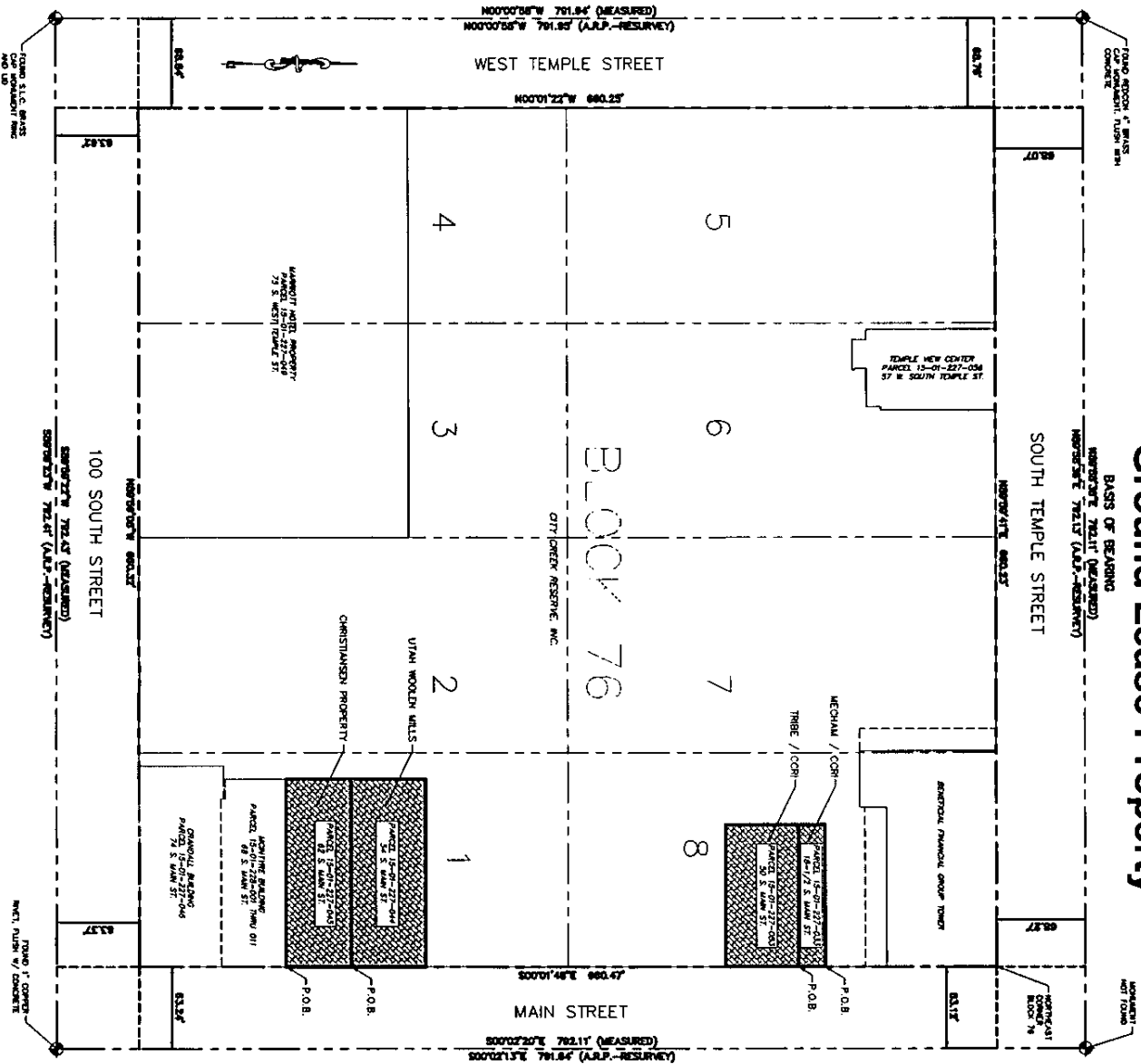
SCALE: 1"=60'

*SOUTH TEMPLE ACCESS PROPERTY
LOCATED IN
Block 75, Plat "A", Salt Lake City Survey
Salt Lake Base & Meridian, U.S. Survey*



DRAWN: SRP	CHECKED: KL	APPROVED: KL
DATE: 11-6-09	REVISION: 11-6-09	

Master Declaration Exhibit A, Part IV Ground Lease Property



GROUND LEASE PROPERTY
The Ground Lease Property includes all of the following:

Mecham / CCR Property Legal Description

Beginning of a point which is 132 feet 5 inches South of the Northeast corner of Lot 8, Block 76, Plot A, Salt Lake City Survey, and running thence West 110 feet to a 14 foot alley; thence South 20.53 feet; thence East 110 feet to Main Street; thence North 20.53 feet to the place of Beginning.

Tribe / CCR Property Legal Description

Beginning of a point on the West line of Main Street, said point being South 00°01'35" East along said West line 152.943 feet from the North 00°01'35" East corner of Block 76, Plot A, Salt Lake City Survey, and running thence South 00°01'35" East along said West line 53.80 feet; thence South 89°59'36" West 110.00 feet; thence North 00°01'35" West 53.80 feet; thence North 89°59'36" East 110.00 feet to the point of Beginning.

Basis of Bearing is North 89°58'36" East along the South Temple Street monument line according to the Salt Lake City Alices Plat.

Utah Woolen Mills Property Legal Description

Commencing 182 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plot A, Salt Lake City Survey, and running thence West 145 feet; thence North 57 feet 1 inch; thence East 145 feet; thence South 57 feet 1 inch to the place of Beginning.

Christiansen Property Legal Description

Commencing 112 feet 11 inches North from the Southeast corner of Lot 1, Block 76, Plot A, Salt Lake City Survey, and running thence North 50 feet; thence West 145 feet; thence South 50 feet; thence East 145 feet to the place of Beginning.

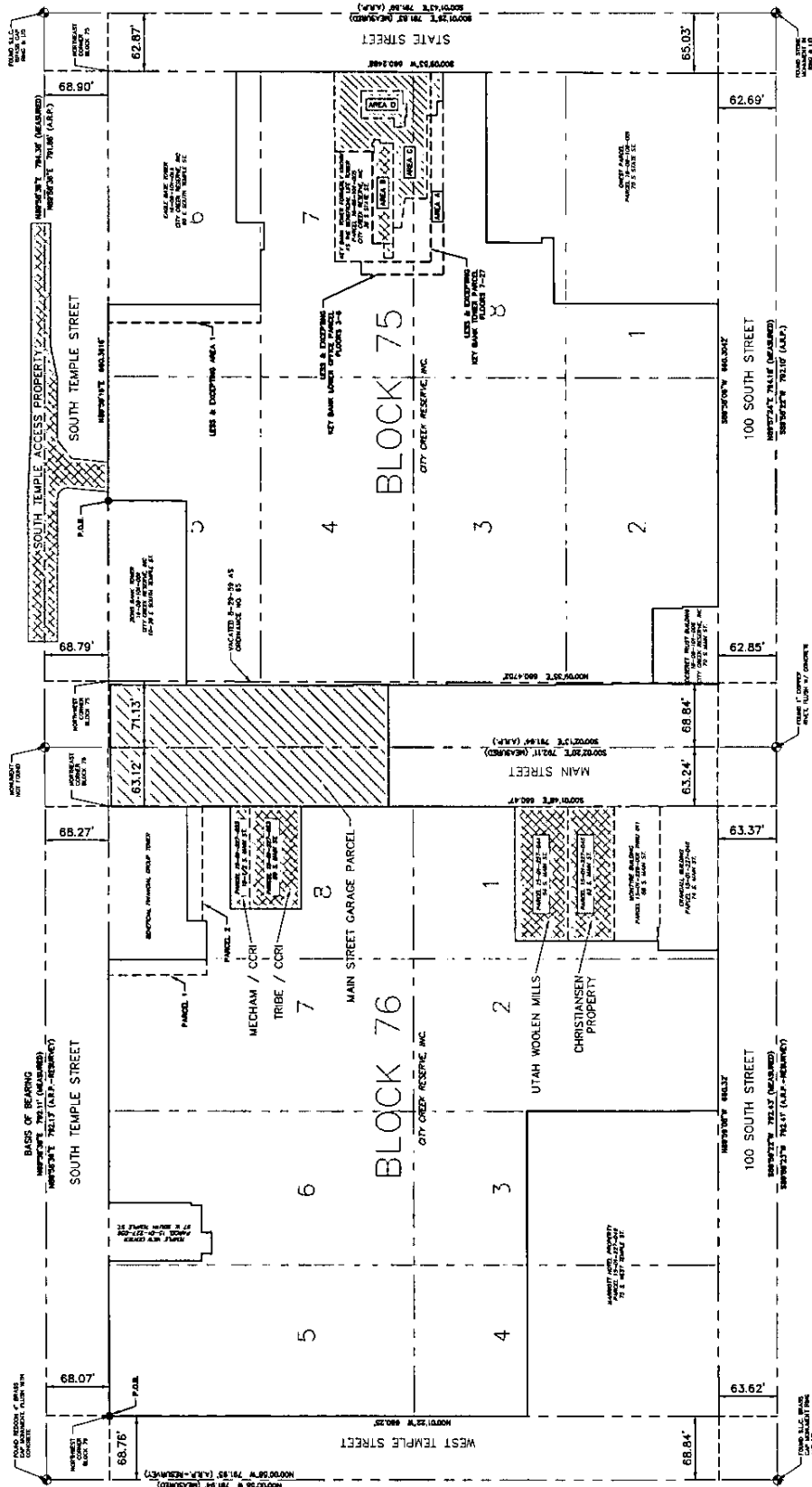
11/16/09

**Master Declaration
Exhibit A, Part V
City-Granted Rights**

The rights of CCRI under the following documents:

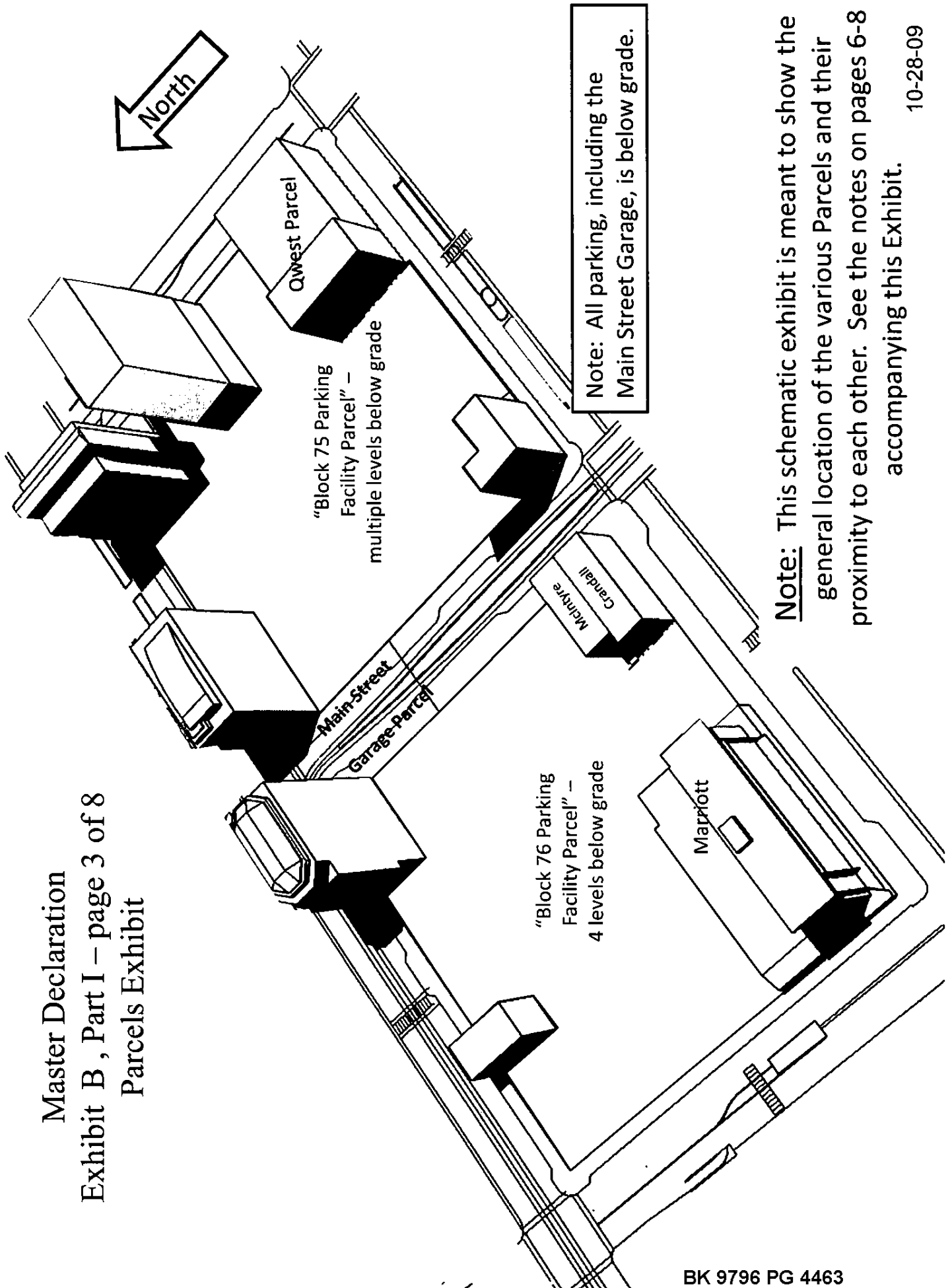
1. That certain Skybridge Lease (Main Street Bridge) between Salt Lake City Corporation, a municipal corporation of the State of Utah, and City Creek Reserve, Inc., a Utah non-profit corporation, dated and recorded April 8, 2009 by the Salt Lake City Recorder.
2. That certain Parking Ramp Easement Agreement [South Temple Street] between Salt Lake City Corporation, a municipal corporation of the State of Utah, and City Creek Reserve, Inc., a Utah non-profit corporation, dated and recorded May 29, 2009, in the office of the Salt Lake County Recorder as Entry No. 10716096, in Deed Book 9729, beginning on Page 5884.
3. That certain Parking Ramp Easement Agreement [100 South] between Salt Lake City Corporation, a municipal corporation of the State of Utah, and City Creek Reserve, Inc., a Utah non-profit corporation, dated and recorded May 29, 2009, in the office of the Salt Lake County Recorder as Entry No. 10716097, in Deed Book 9729, beginning on Page 5895.
4. That certain Parking Ramp Easement Agreement [West Temple] between Salt Lake City Corporation, a municipal corporation of the State of Utah, and City Creek Reserve, Inc., a Utah non-profit corporation, dated and recorded May 29, 2009, in the office of the Salt Lake County Recorder as Entry No. 10716098, in Deed Book 9729, beginning on Page 5911.

Master Declaration Exhibit B, Part I Page 1 of 8 Parcels Exhibit



10/26/09

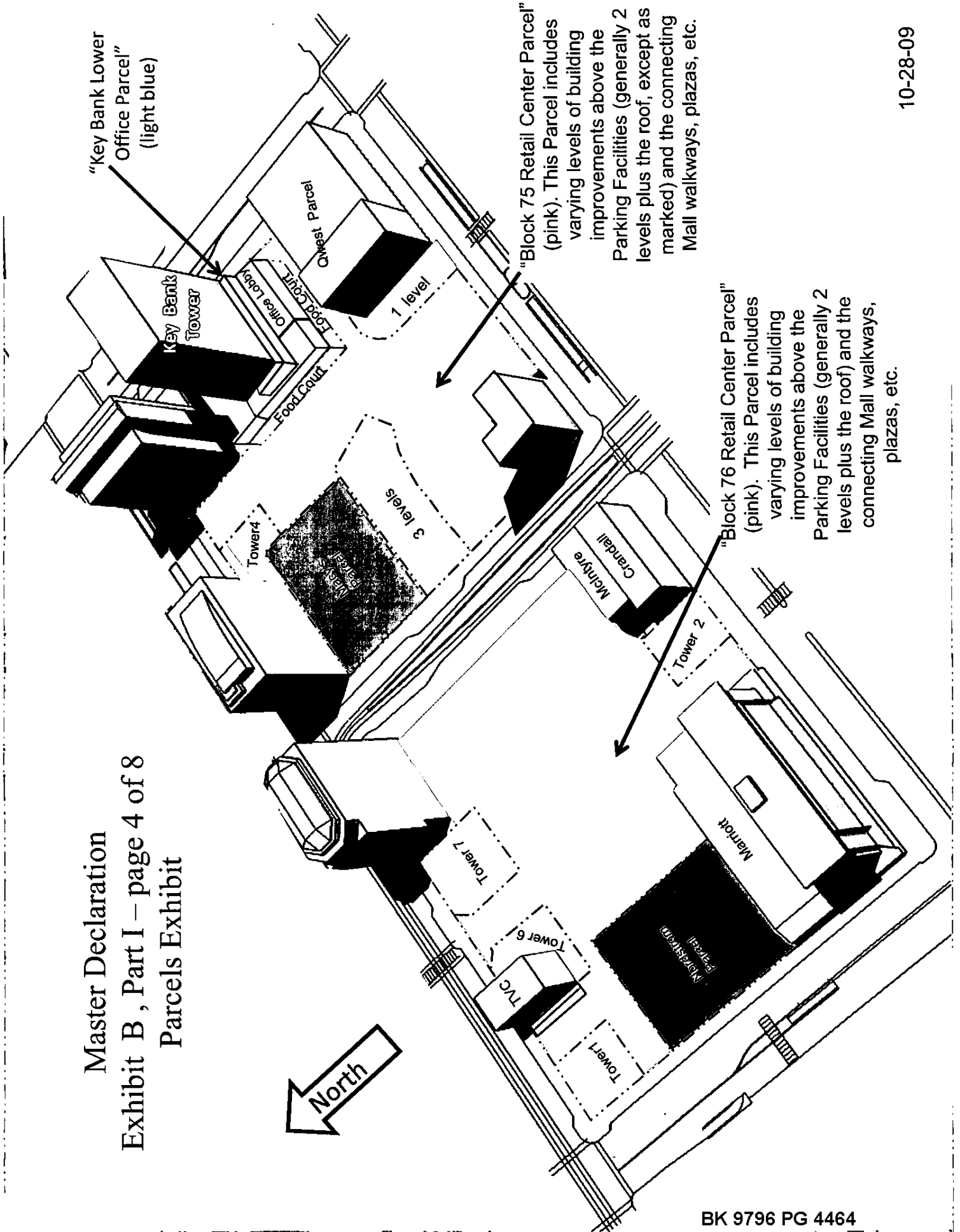
Master Declaration
 Exhibit B, Part I – page 3 of 8
 Parcels Exhibit



Note: This schematic exhibit is meant to show the general location of the various Parcels and their proximity to each other. See the notes on pages 6-8 accompanying this Exhibit.

10-28-09

Master Declaration
 Exhibit B, Part I – page 4 of 8
 Parcels Exhibit

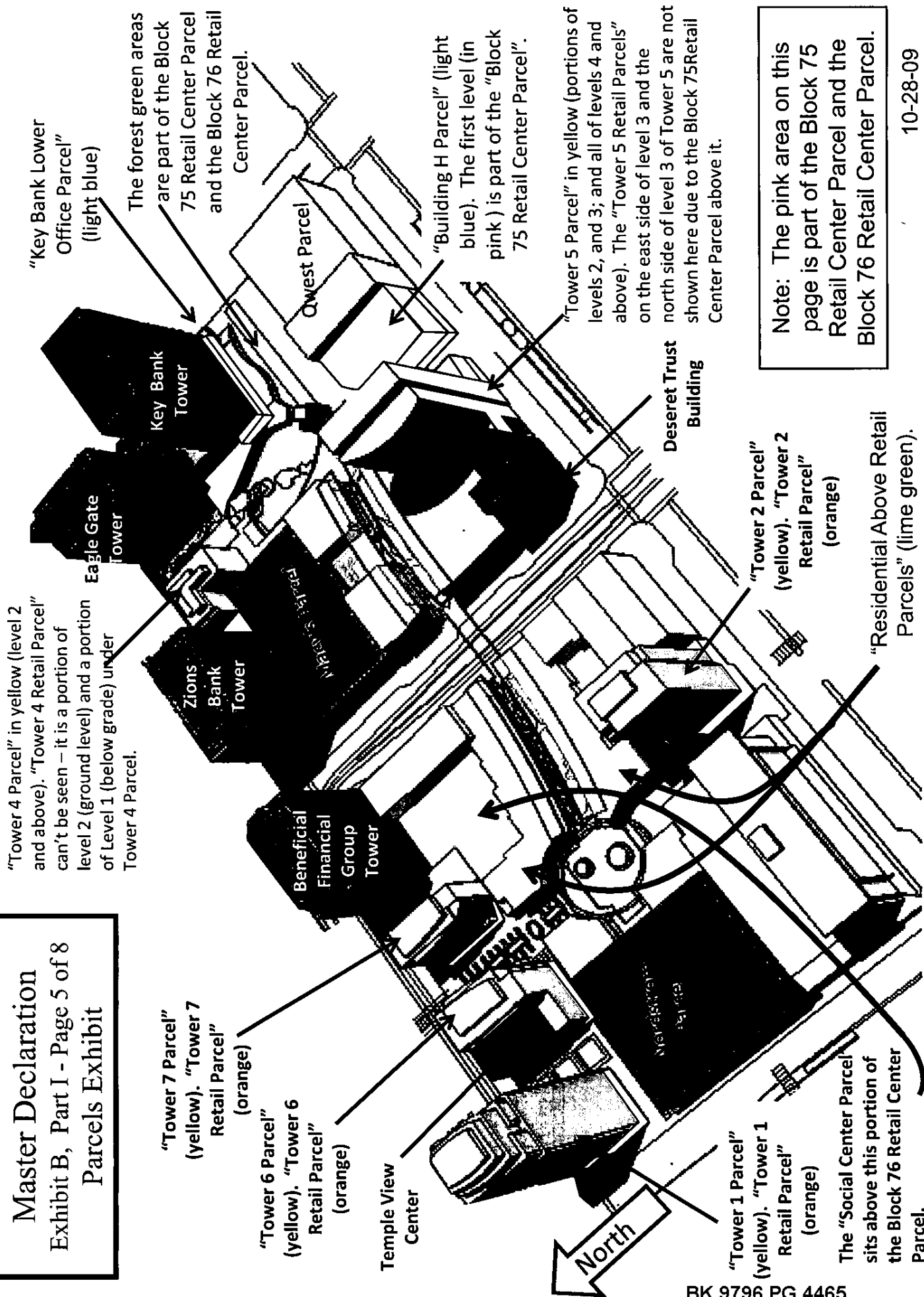


"Key Bank Lower Office Parcel" (light blue)

"Block 75 Retail Center Parcel" (pink). This Parcel includes varying levels of building improvements above the Parking Facilities (generally 2 levels plus the roof, except as marked) and the connecting Mall walkways, plazas, etc.

"Block 76 Retail Center Parcel" (pink). This Parcel includes varying levels of building improvements above the Parking Facilities (generally 2 levels plus the roof) and the connecting Mall walkways, plazas, etc.

**Master Declaration
Exhibit B, Part I - Page 5 of 8
Parcels Exhibit**



Note: The pink area on this page is part of the Block 75 Retail Center Parcel and the Block 76 Retail Center Parcel.

MASTER DECLARATION
EXHIBIT B, PART I - PAGES 6-8 of 8
Parcels Exhibit
Accompanying Notes

These notes accompany the Parcels Exhibit to the Master Declaration. The Parcels Exhibit depicts the general location of the various Parcels. Note the following supplemental additional information with respect to the location of the respective Parcels:

Parcels within Block 75

<i>Parcel</i>	<i>Supplemental Information</i>
Block 75 Parking Facility Parcel	The Block 75 Parking Facility Parcel consists of the multiple levels of improved parking facilities located immediately below the ground level footprint of the Block 75 Fee Property (as generally depicted on page 1 of the Parcels Exhibit). A legal description of this Parcel is included as Exhibit E, Part I to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Block 75 Retail Center Parcel	A legal description of this Parcel is included as Exhibit C, Part I to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Macy's Parcel	A legal description of this Parcel is included as Exhibit C, Part II to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Key Bank Tower Parcel	A legal description of this Parcel is set forth in Exhibit A, Part IC to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Key Bank Lower Office Parcel	This Parcel presently is a portion of the legal parcels referred to in the Declaration as the Block 75 Fee Property. A legal description of this Parcel is set forth in Exhibit A, Part IC to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Eagle Gate Tower Parcel	A legal description of this Parcel is set forth in Exhibit A, Part IC to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Zions Bank Tower Parcel	A legal description of this Parcel is set forth in Exhibit A, Part IC to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Tower 4 Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 75 Fee Property. The general location of the Tower 4 Parcel within the Block 75 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 4 Parcel shall consist of the portions of the airspace located on floors two and above of the building improvements that are located on the identified portion of the Block 75 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 75 Fee Property shall have the right from time to time to modify the boundaries of the Tower 4 Parcel and/or to establish the Tower 4 Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 4 Retail Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 75 Fee Property. The general location of the Tower 4 Retail Parcel within the Block 75 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 4 Retail Parcel shall consist of the airspace located within the first floor of the building improvements, and the first level of below grade building improvements, that are located on the identified portion of the Block 75 Fee Property, but only to the extent not included in the Block 75 Retail Center Parcel. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 75 Fee Property shall have the right from time to time to modify the boundaries of the Tower 4 Retail Parcel and/or to establish the Tower 4 Retail Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 5 Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 75 Fee Property. The general location of the Tower 5 Parcel within the Block 75 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 5 Parcel shall consist of: (i) the portions of the airspace located on floors two through four of the building improvements that are located on the identified portion of the Block 75 Fee Property, but only to the extent the improvements on said floors are not included in (A) the Tower 5 Retail Parcel, or (B) the Block 75 Retail Center Parcel; and (ii) all the airspace located above the fourth floor of building improvements that are located on the identified portion of the Block 75 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 75 Fee Property shall have the right from time to time to modify the boundaries of the Tower 5 Parcel and/or to establish the Tower 5 Parcel as a separate legal parcel (or multiple separate legal parcels).

Tower 5 Retail Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 75 Fee Property. The general location of the Tower 5 Retail Parcel within the Block 75 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 5 Retail Parcel shall consist of : (i) the airspace located within the first floor of building improvements that are located on the identified portion of the Block 75 Fee Property, but only to the extent not included in the Block 75 Retail Center Parcel; and (ii) a portion of the airspace located within the third floor of building improvements that are located on the identified portion of the Block 75 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 75 Fee Property shall have the right from time to time to modify the boundaries of the Tower 5 Retail Parcel and/or to establish the Tower 5 Retail Parcel as a separate legal parcel (or multiple separate legal parcels).
Building H Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 75 Fee Property. The general location of the Building H Parcel within the Block 75 Fee Property is depicted on the Parcels Exhibit. A legal description of this Parcel is set forth in Exhibit D, Part I to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Qwest Parcel	A legal description of this Parcel is included as Exhibit A, Part 1B to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.

Parcels within
Block 76

Block 76 Parking Facility Parcel	The Block 76 Parking Facility Parcel consists of the multiple levels of improved parking located immediately below the ground level footprints of the Block 76 Fee Property and the Ground Lease Property (each of which is generally depicted on page 1 of the Parcels Exhibit). A legal description of this Parcel is included as Exhibit E, Part II to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Block 76 Retail Center Parcel	A legal description of this Parcel is included as Exhibit C, Part III to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Nordstrom Parcel	A legal description of this Parcel is included as Exhibit C, Part IV to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Beneficial Financial Group Tower Parcel	A legal description of this Parcel is set forth in Exhibit A, Part IIB to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Residential Above Retail Parcels	A legal description of these Parcels are included as Exhibit D, Part II to the Declaration, and the depiction of the Parcels shown on the Parcels Exhibit is subject to said legal description.
Social Center Parcel	A legal description of this Parcel is included as Exhibit D, Part III to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
Tower 1 Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 1 Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 1 Parcel shall consist of the airspace located above the first floor of building improvements that are located on the identified portion of the Block 76 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 1 Parcel and/or to establish the Tower 1 Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 1 Retail Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 1 Retail Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 1 Retail Parcel shall consist of the airspace located within the first floor of building improvements that are located on the identified portion of the Block 76 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 1 Retail Parcel and/or to establish the Tower 1 Retail Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 2 Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 2 Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 2 Parcel shall consist of the airspace located above the second floor of building improvements that are located on the identified portion of the Block 76 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the

	provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 2 Parcel and/or to establish the Tower 2 Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 2 Retail Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 2 Retail Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 2 Retail Parcel shall consist of the airspace located within the first and second floors of building improvements that are located on the identified portion of the Block 76 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 2 Retail Parcel and/or to establish the Tower 2 Retail Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 6 Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 6 Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 6 Parcel shall consist of the airspace located above the first floor of building improvements that are located on the identified portion of the Block 76 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 6 Parcel and/or to establish the Tower 6 Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 6 Retail Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 6 Retail Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 6 Retail Parcel shall consist of the airspace located within the first floor of building improvements that are located on the identified portion of the Block 76 Fee Property. As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 6 Retail Parcel and/or to establish the Tower 6 Retail Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 7 Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 7 Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 7 Parcel shall consist of the airspace (including improvements) located above the first floor of building improvements that are located on the identified portion of the Block 76 Fee Property (excluding any portion of the second floor included within the Tower 7 Retail Parcel). As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 7 Parcel and/or to establish the Tower 7 Parcel as a separate legal parcel (or multiple separate legal parcels).
Tower 7 Retail Parcel	This Parcel presently is a portion of legal parcels referred to in the Declaration as the Block 76 Fee Property. The general location of the Tower 7 Retail Parcel within the Block 76 Fee Property is depicted on the Parcels Exhibit. More specifically, the Tower 7 Retail Parcel shall consist of the airspace located within the first floor of building improvements that are located on the identified portion of the Block 76 Fee Property (and a portion of the second floor building improvements). As more fully set forth in Article 2 of the Declaration, and subject to the provisions thereof, the Owner of the Block 76 Fee Property shall have the right from time to time to modify the boundaries of the Tower 7 Retail Parcel and/or to establish the Tower 7 Retail Parcel as a separate legal parcel (or multiple separate legal parcels).

Additional Parcels

Main Street Garage Parcel	A legal description of this Parcel is set forth in Exhibit A, Part IIIA to the Declaration, and the depiction of the Parcel shown on the Parcels Exhibit is subject to said legal description.
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**Master Declaration
Exhibit B, Part III
Easements Exhibit**

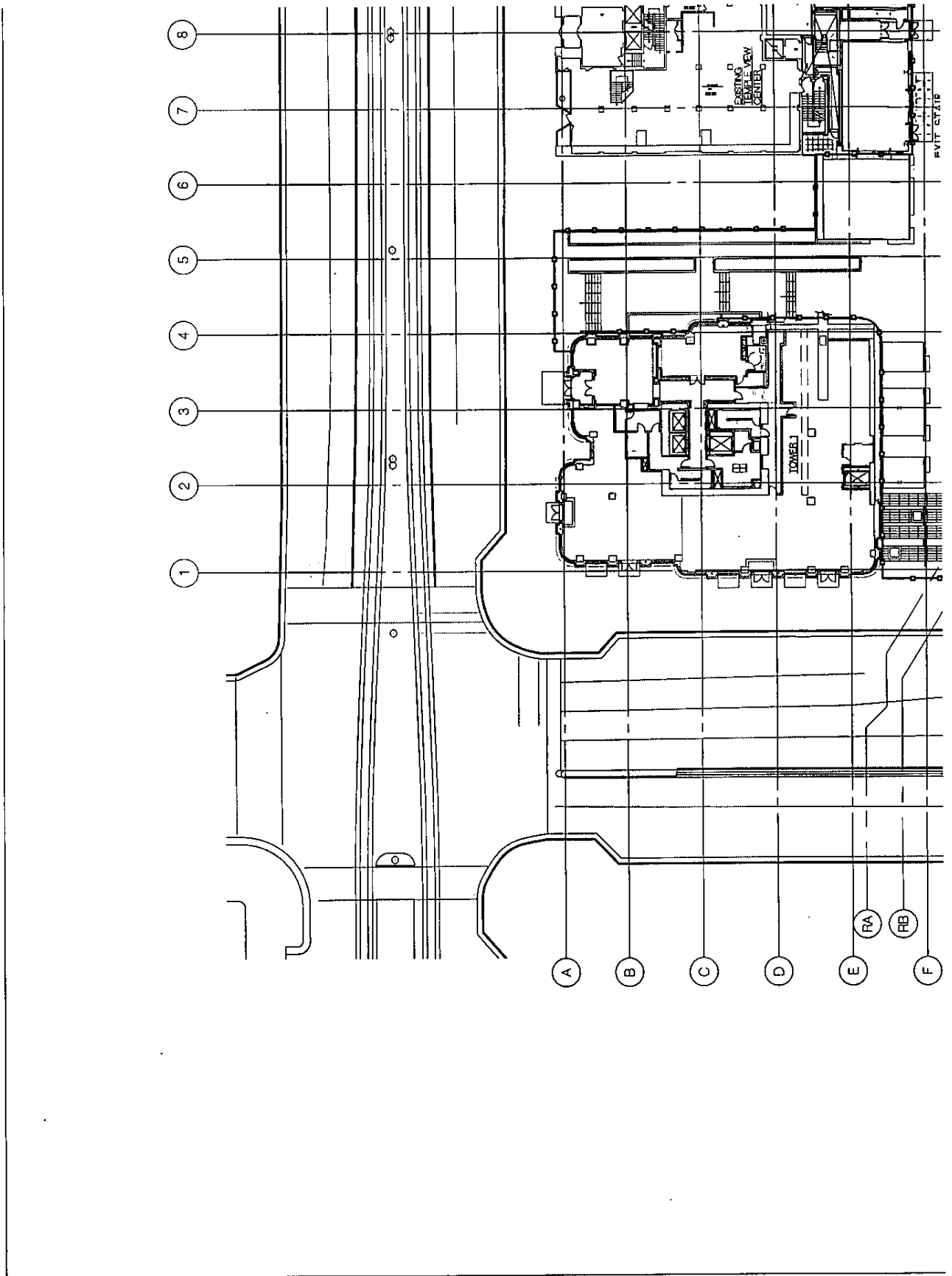
The exhibit on the following pages is comprised of 14 sheets that are actual size of 44 inches wide and 33 inches in height. The sheets are color coded for the various easements that are granted. The Salt Lake County, Utah, Records Office only records in black and white and 8½ x 11 pages. Consequently each sheet was cut into 16 pages. A cover page will identify the beginning of each of the 14 sheets. Behind each cover page will be the 16 pages that make up each of the 14 sheets. The pages are numbered and can be placed together in the following order to show the entire sheet.

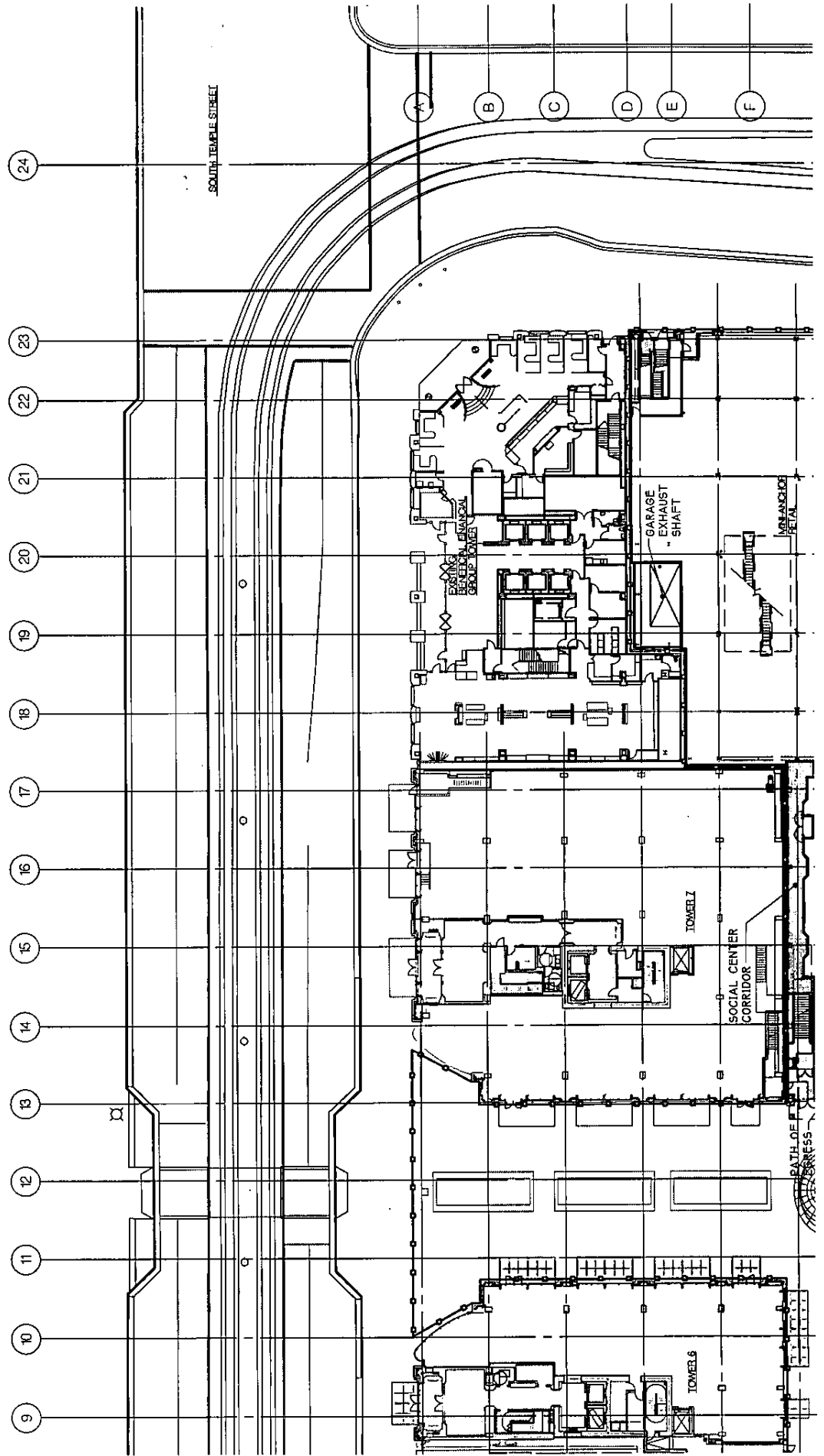
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5	6	7	8
9	10	11	12
13	14	15	16

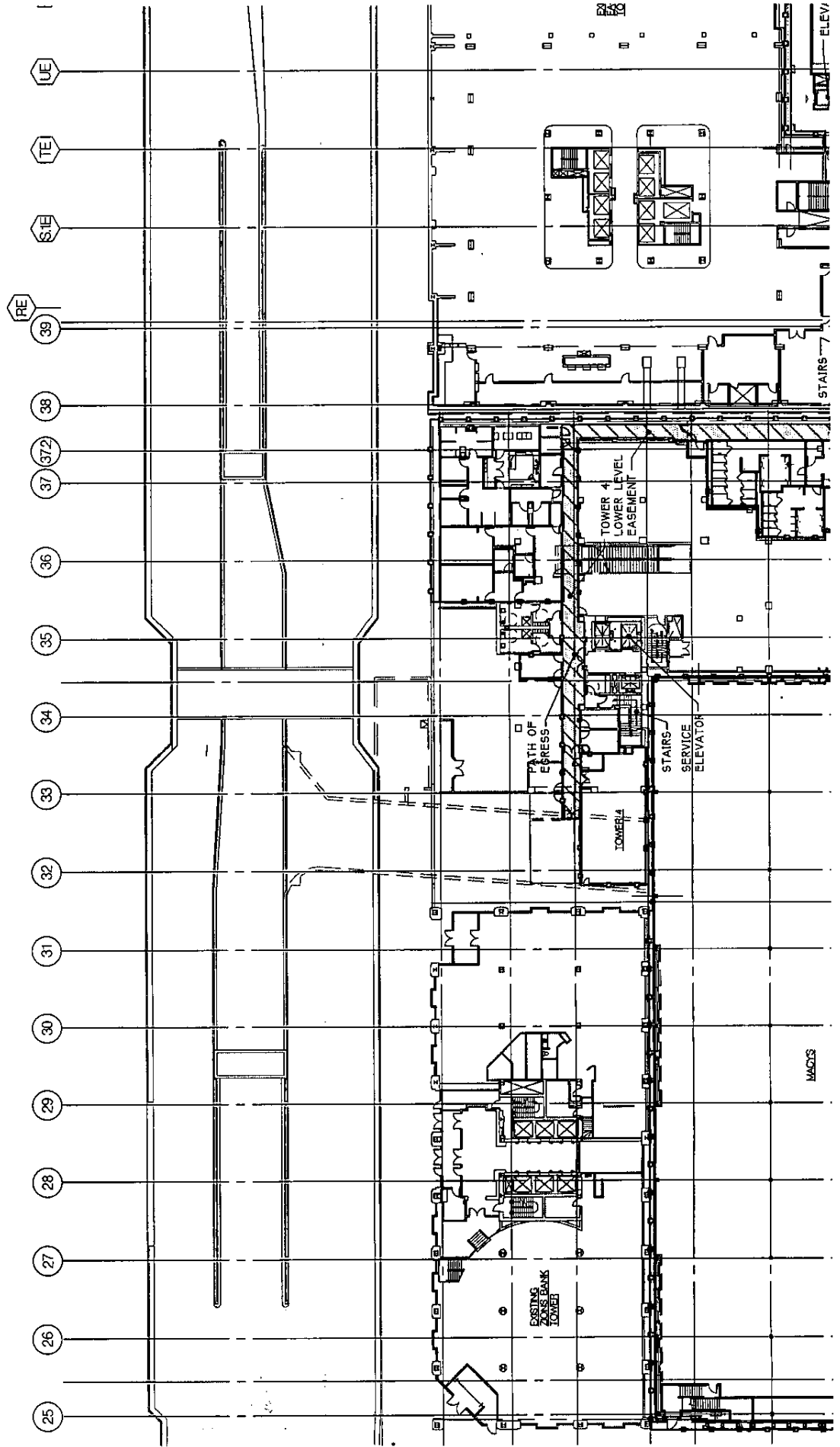
A full sized, colored original of this Exhibit can be obtained from City Creek Reserve, Inc. at Joseph Smith Memorial Building, 15 E. South Temple Street, Room 800, Salt Lake City, Utah, or from Kirton & McConkie Law Firm, 60 E. South Temple, Suite 1800, Salt Lake City, Utah.

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 1 of 14
(Level 1)

The following 16 pages comprise Sheet 1 of the
Easements Exhibit





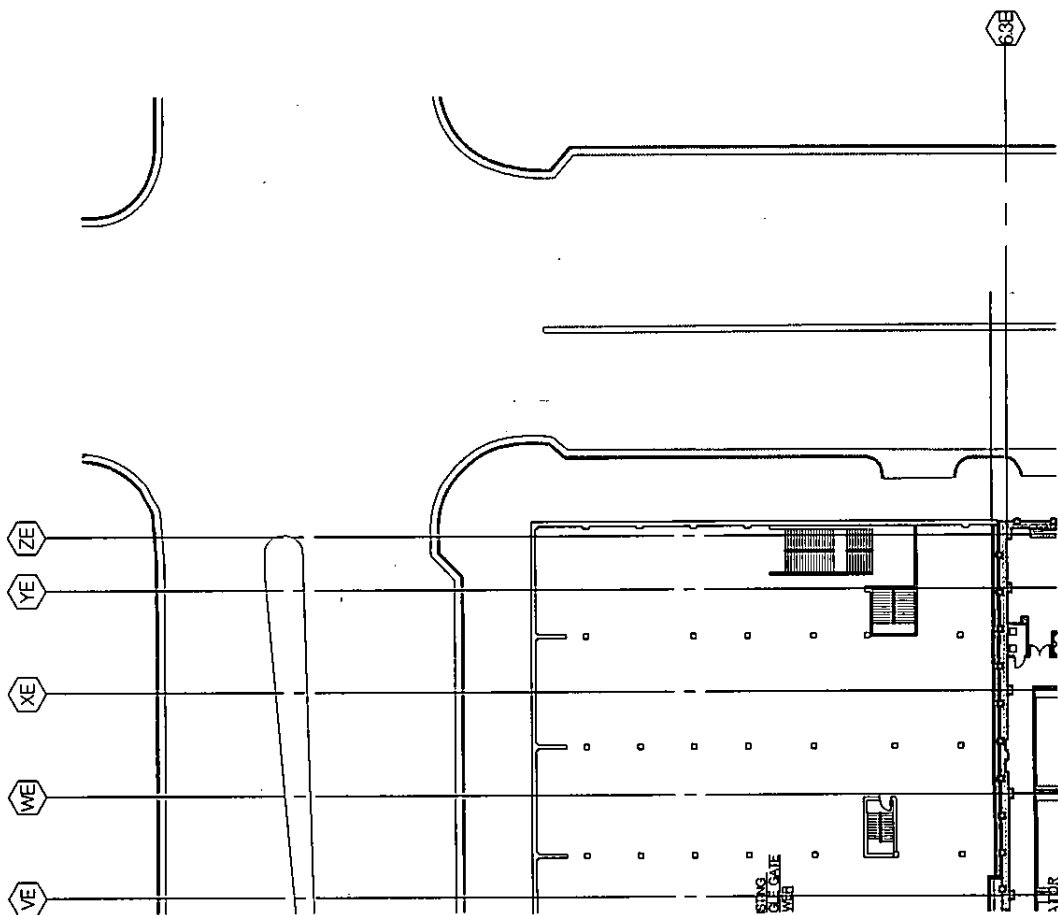




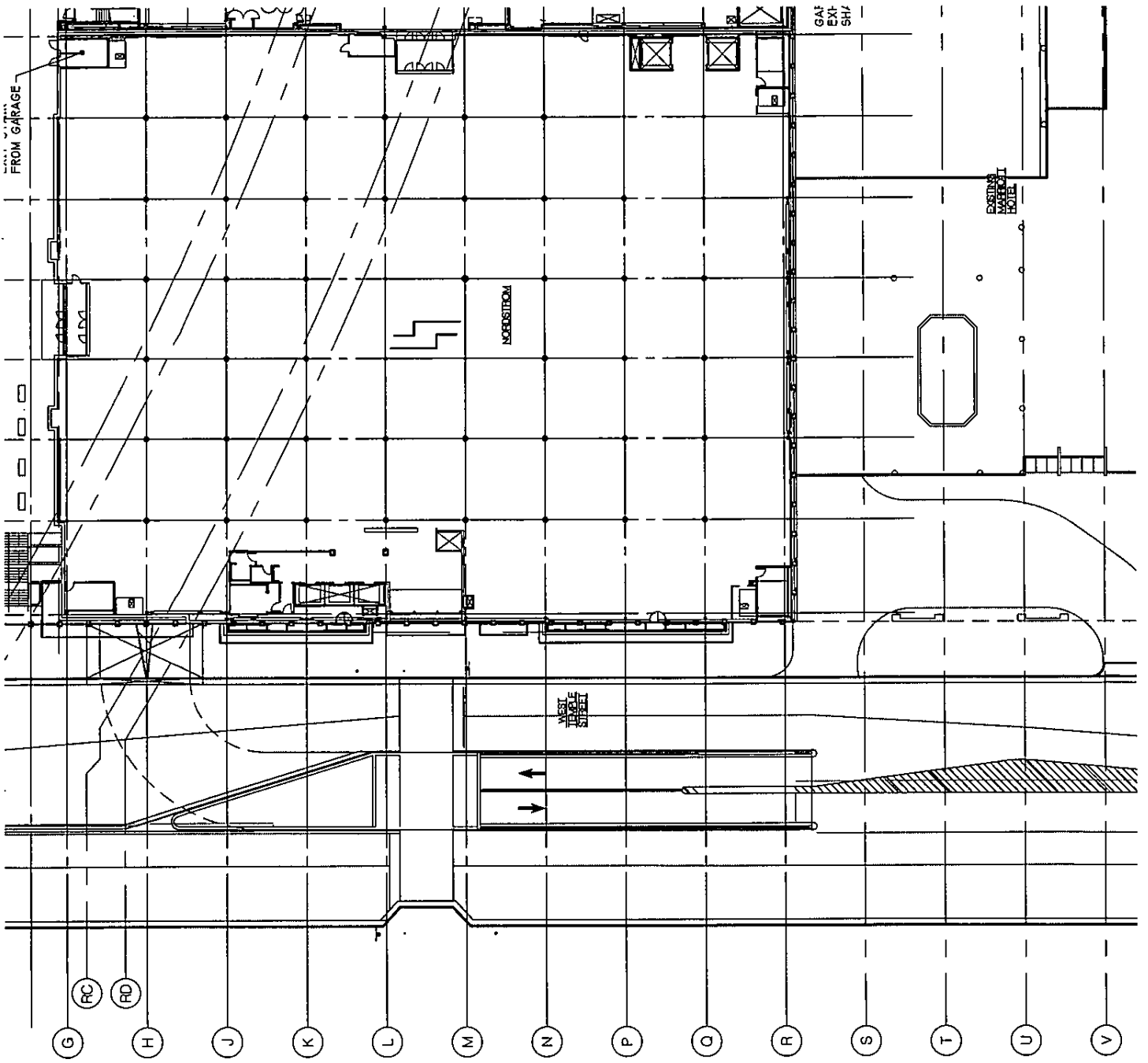
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BLOOMFIELD HILLS, MI 48303-0200

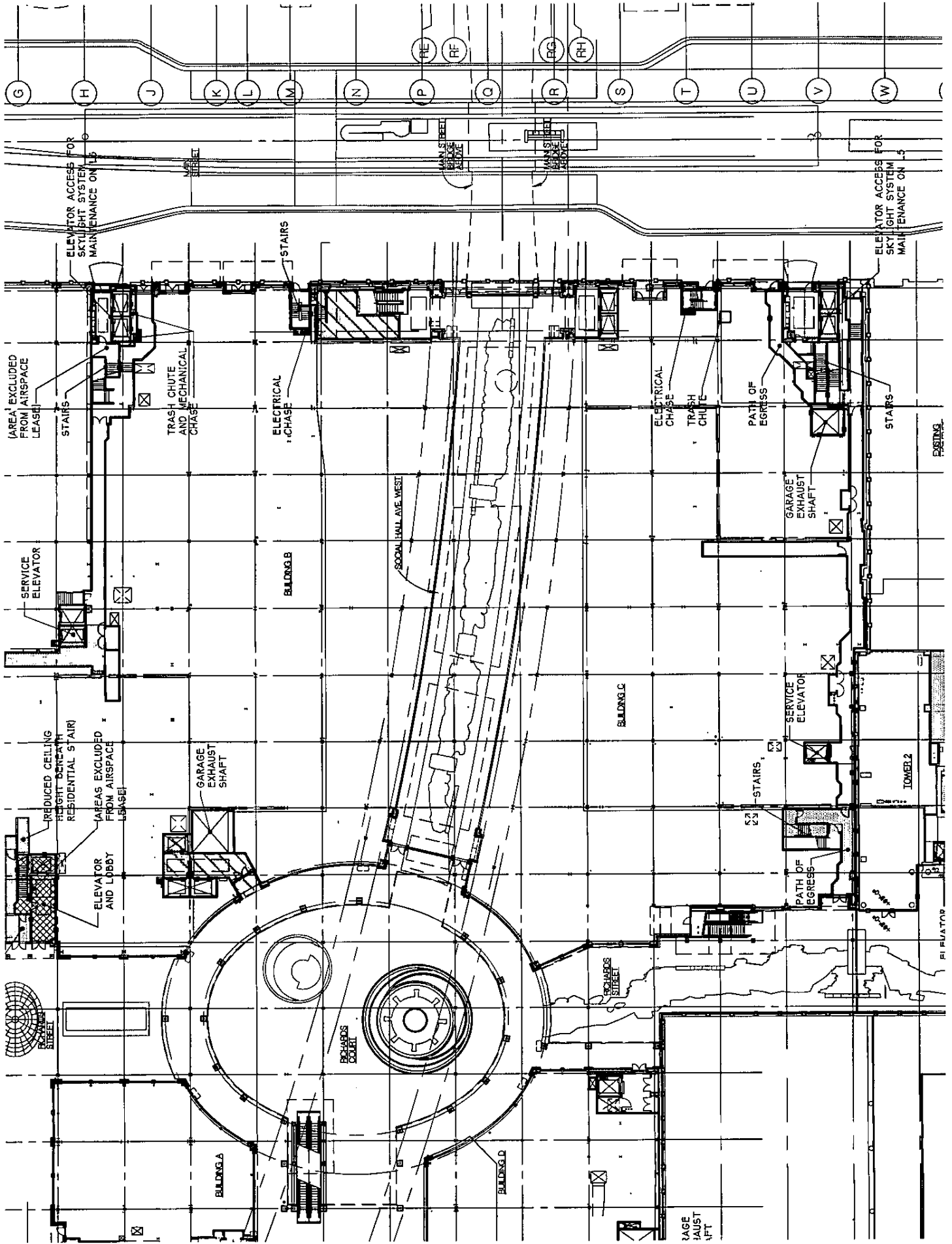
Taubman

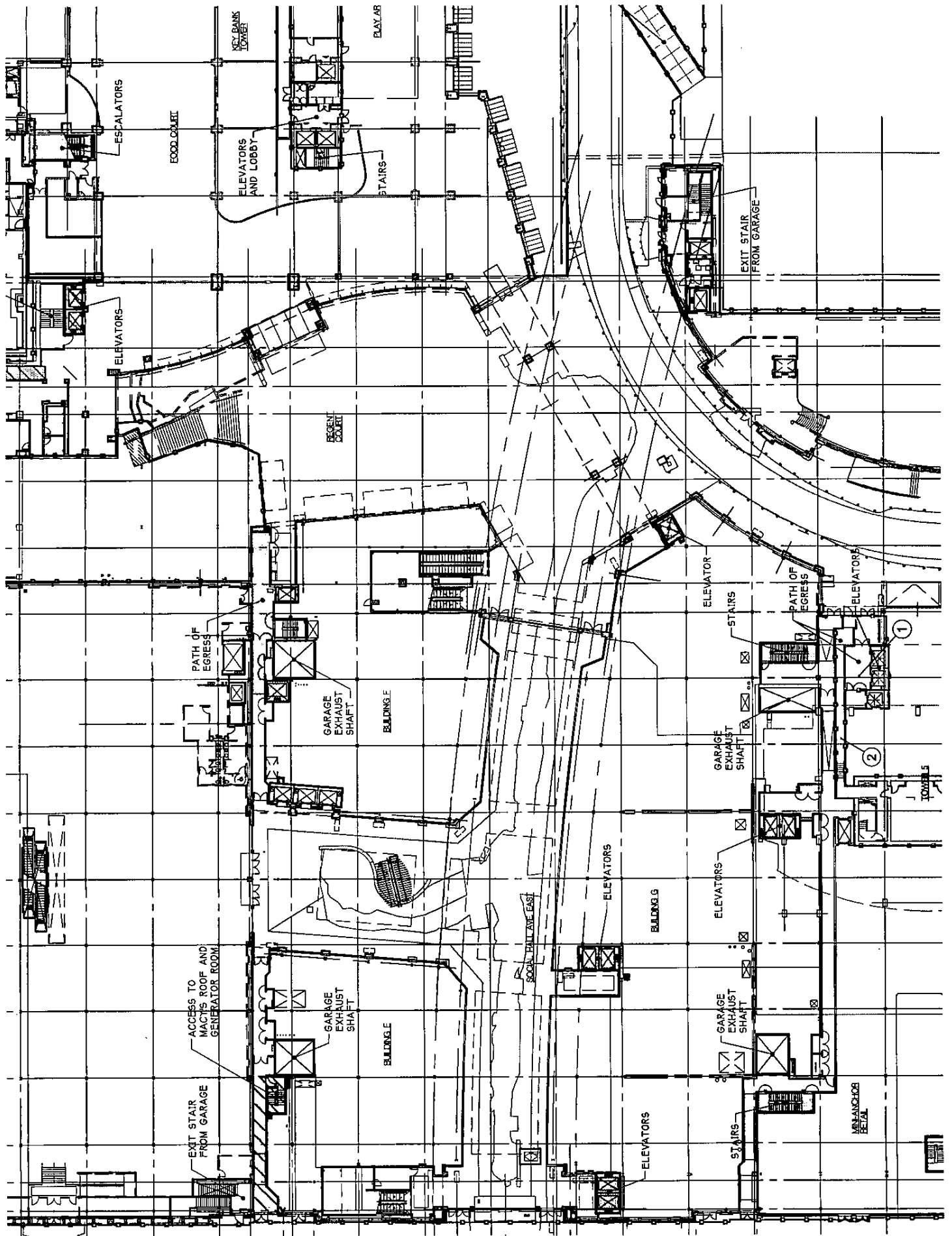
Revision:
ISSUE 10/28/09



BK 9796 PG 4474

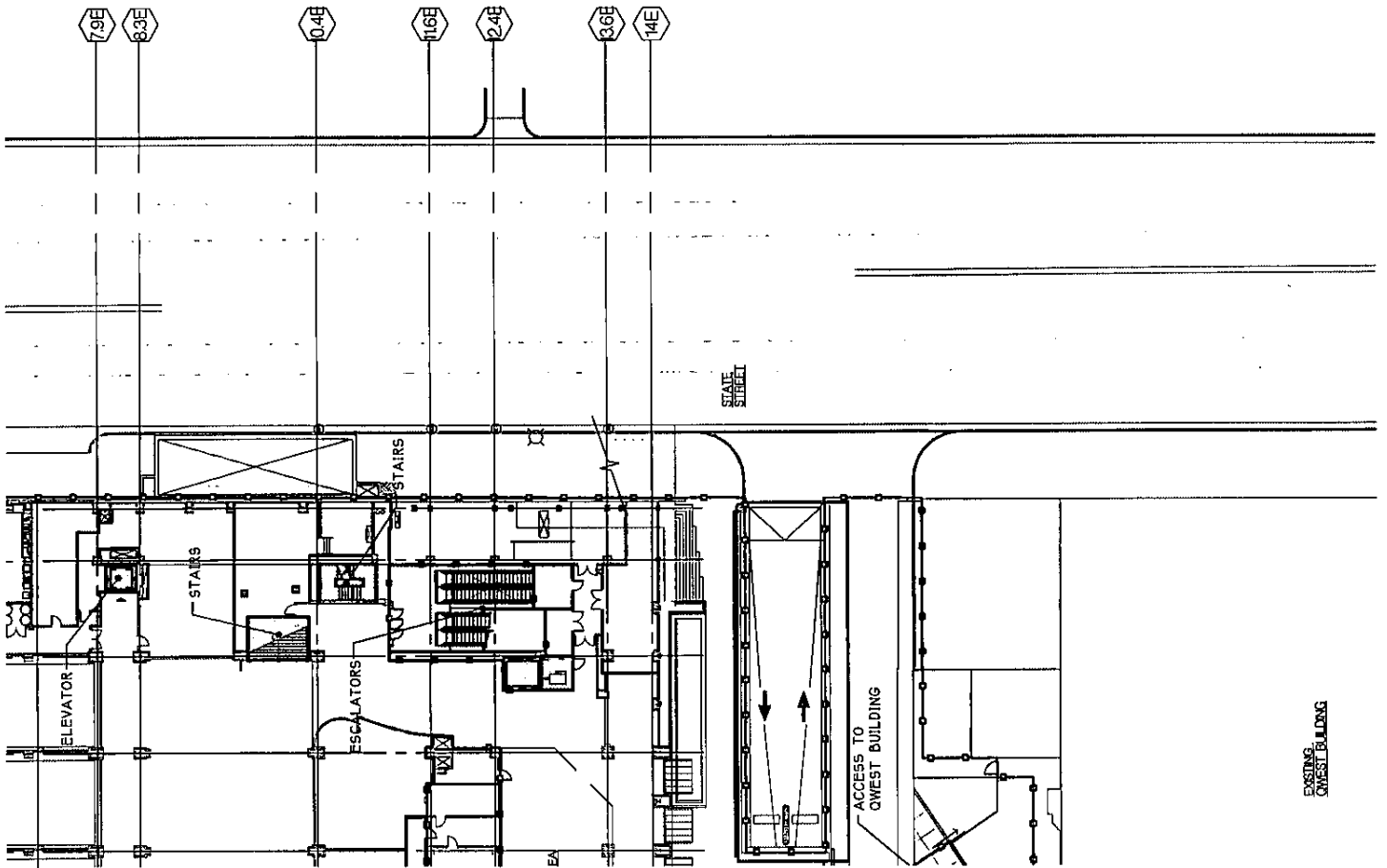


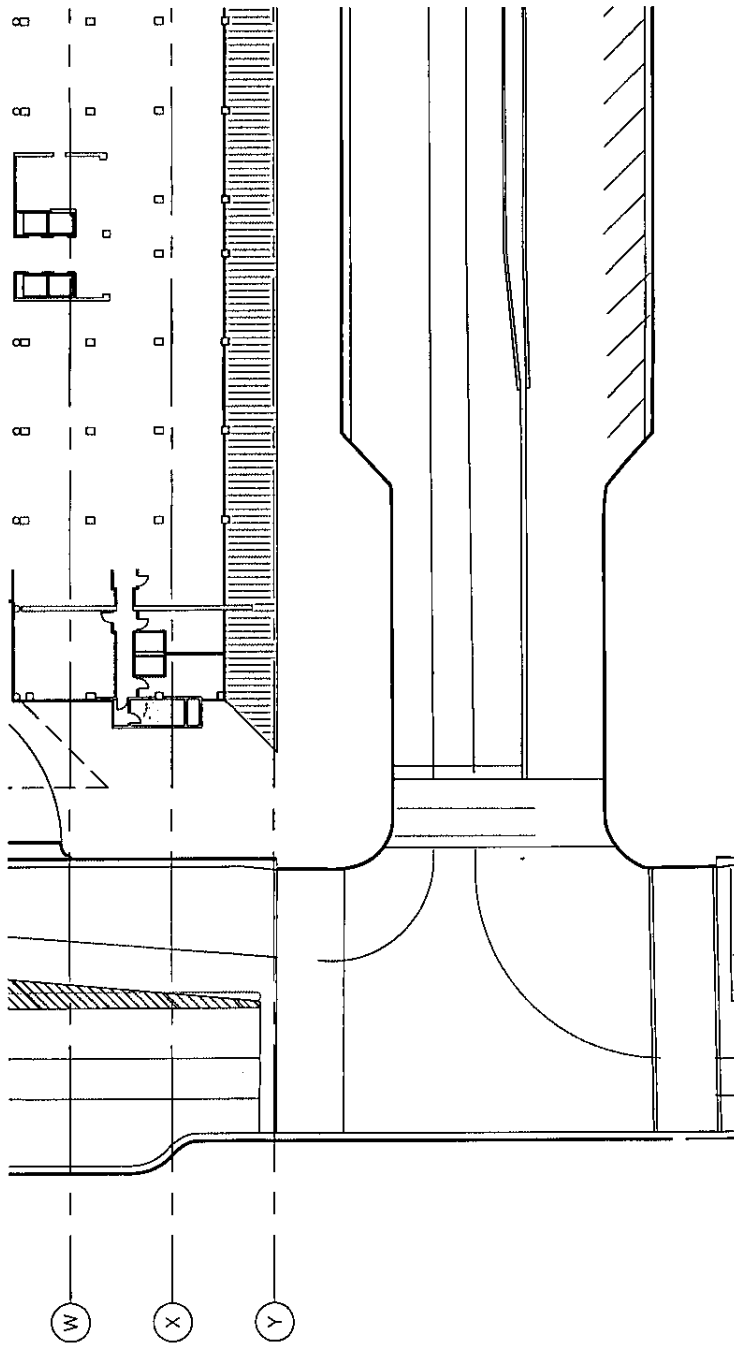




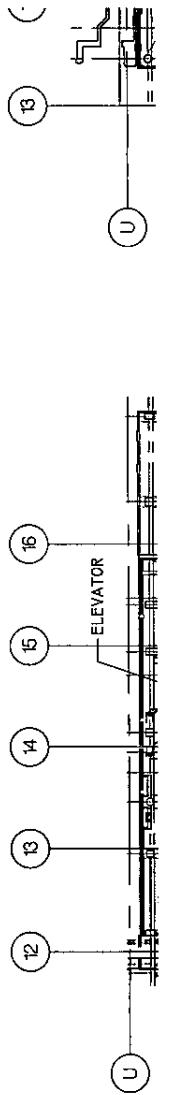
A MIXED USE DEVELOPMENT SALT LAKE CITY, UTAH

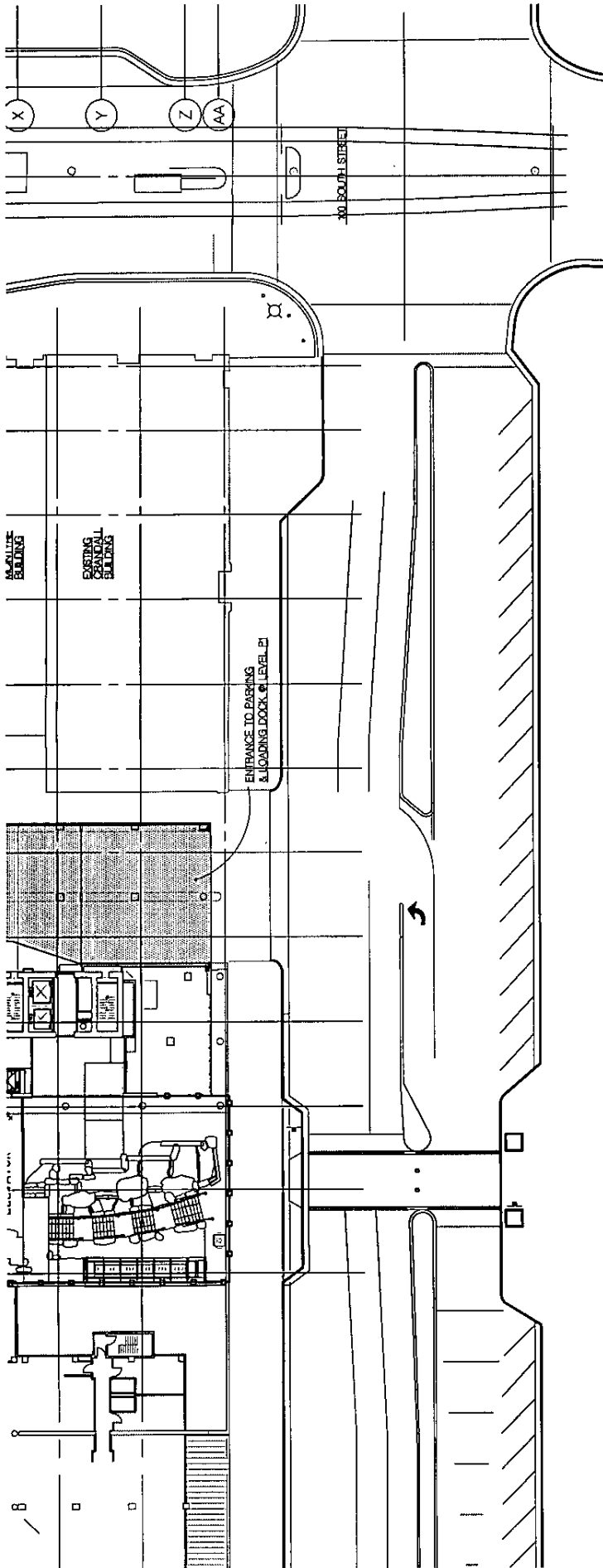
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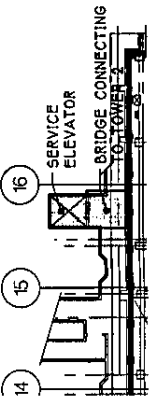


LEVEL 1

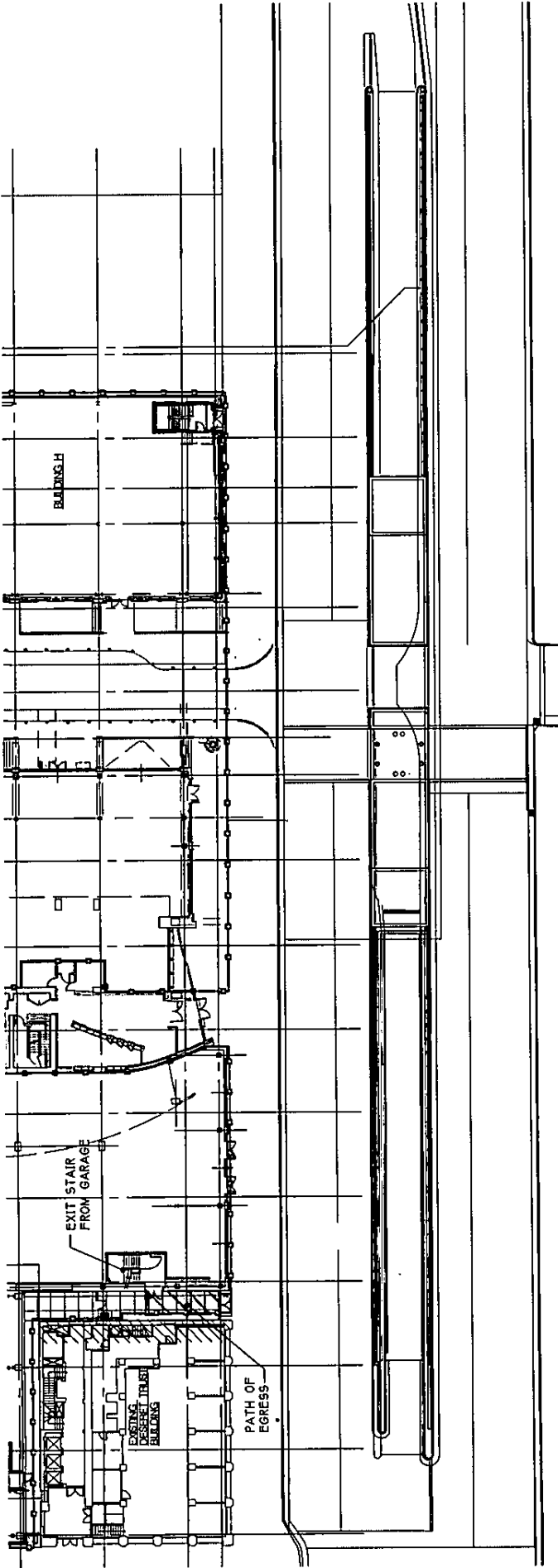




BLOCK 76



Retail Center Easements in Tower

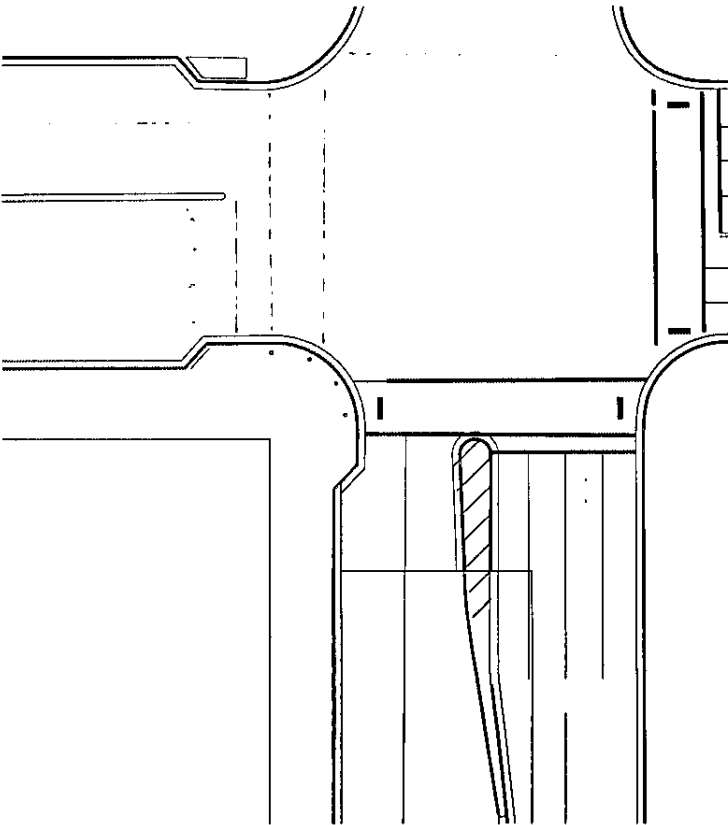


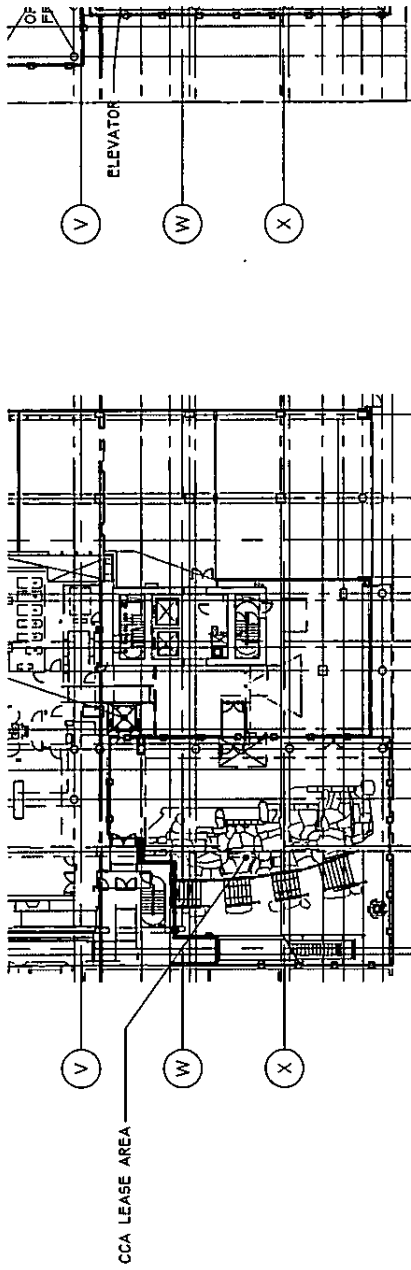
BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels

PART III: MASTER DECLARATI
S EXHIBIT - LEVEL 1

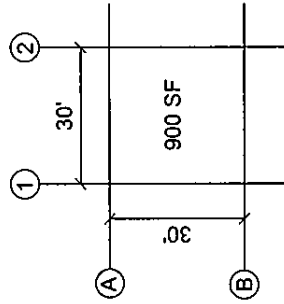
ECK CENTER





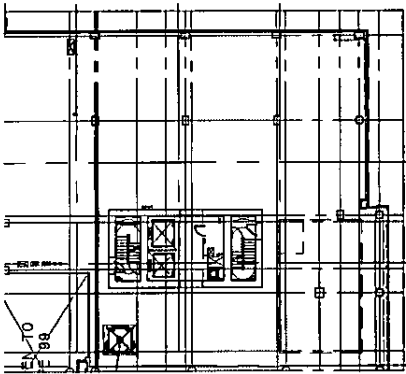
**100 SOUTH PLAZA
& TOWER 2
F.F.E. 88'-0"**

**TC
F.I**



Typical Bay

*This exhibit is based upon
Associates current as of
other project Architects*



**DOWER 2
F.E. 108'-0"**

Retail Center Easements in Parking



Project Easements in Retail Center

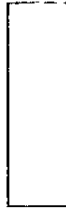


Project Easements in Retail Center

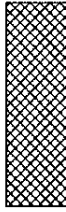
Project Easements in Retail Center



Project Easements in Tower Retail



Areas excluded from the CCA leas



Outline of the airspace leased to C



Note: For additional rights reference Ame

Note:

*non project plans by Hobbs + Black
of 10/26/09 and base plans imported from
; of Record current as of Oct. 23, 2009.*

g Facility Parcels for benefit of Retail Center Parcels

r for benefit of Residential Above Retail Parcels

r for benefit of Parking Facility Parcels

r for benefit of Office Buildings and Tower Parcels

Parcels for benefit of Tower Residential Parcels

ed airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, 2

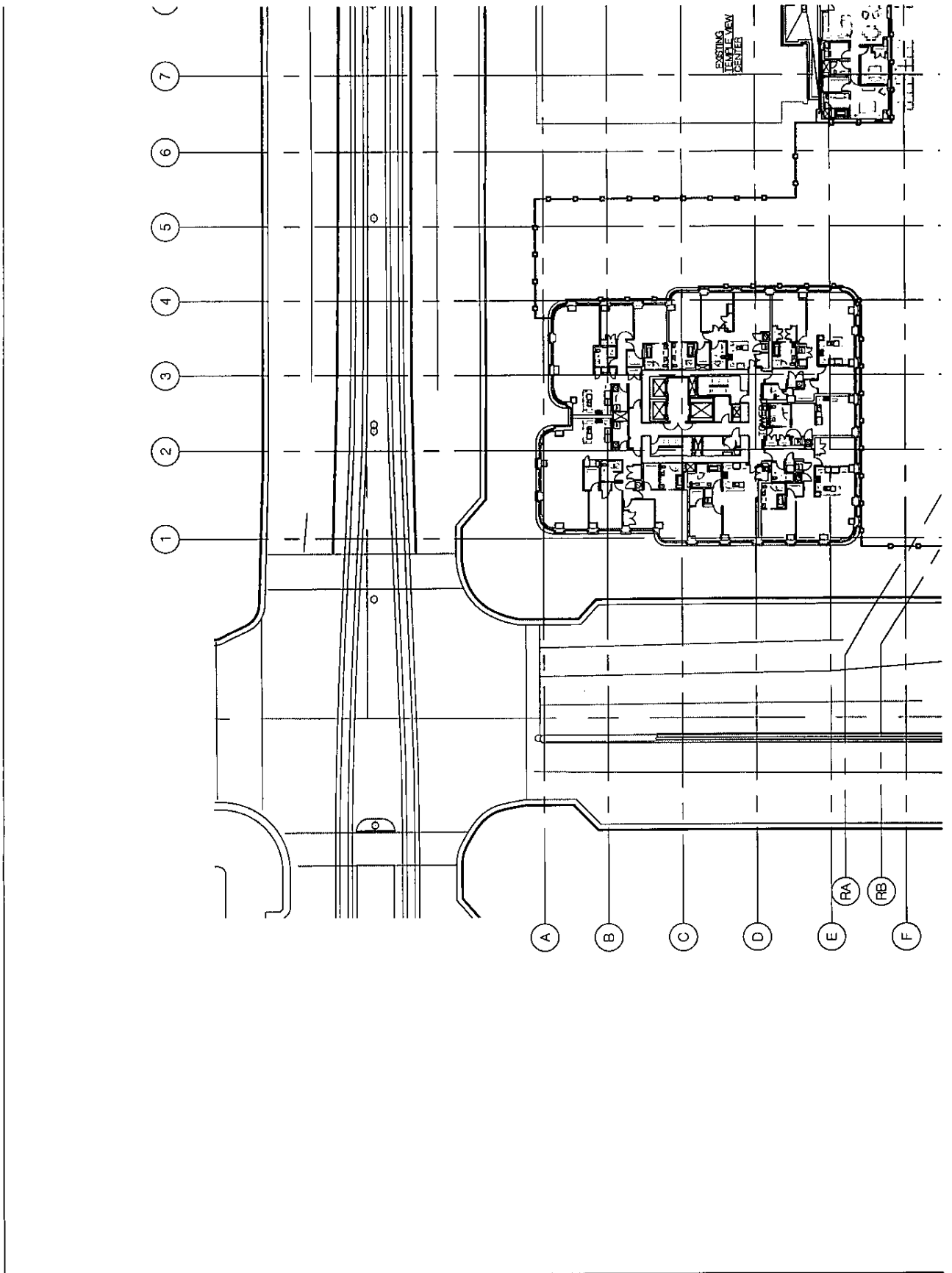
CITY CR EXHIBIT B, I EASEMENT

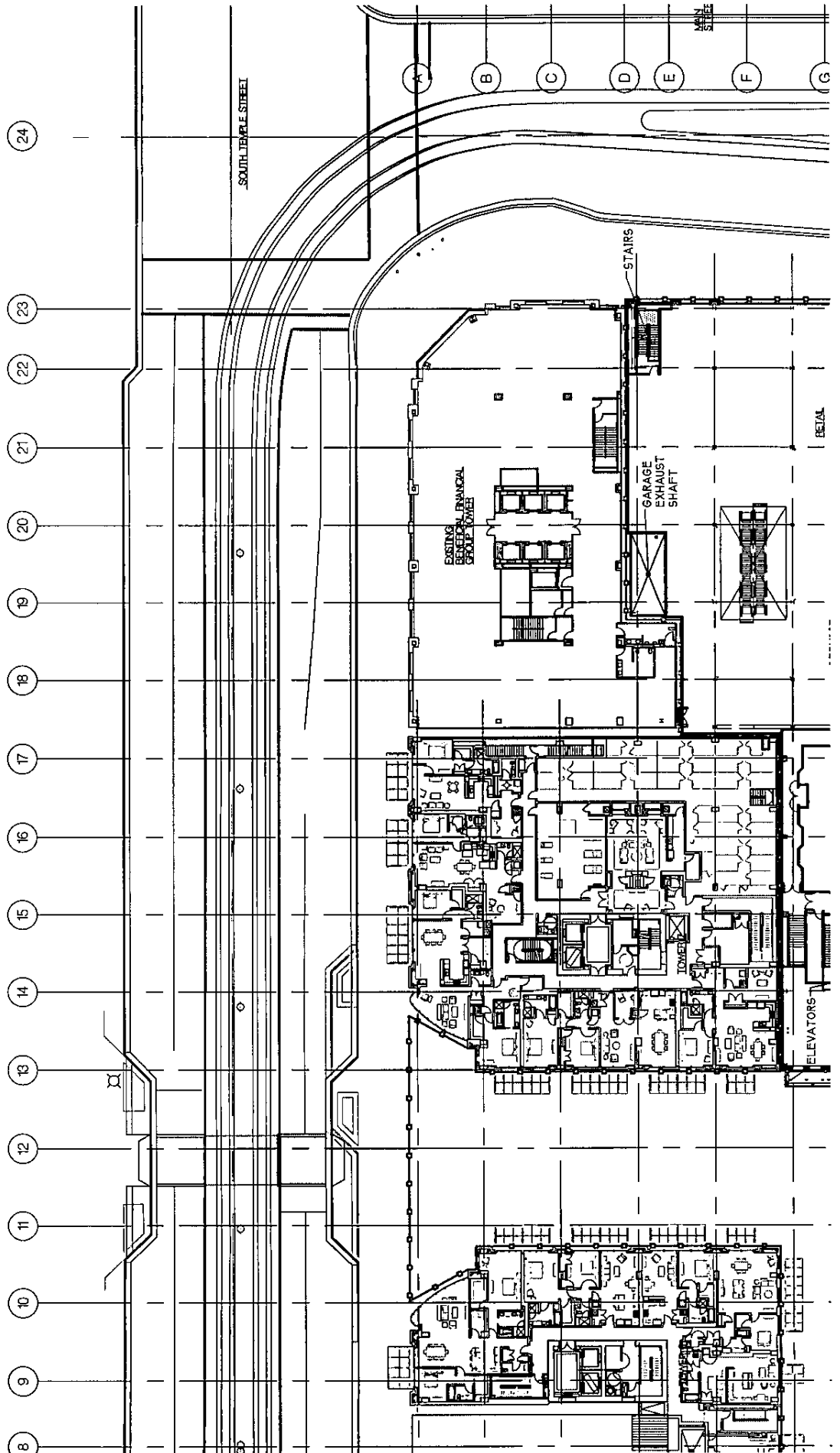
SHEET	1 OF 14
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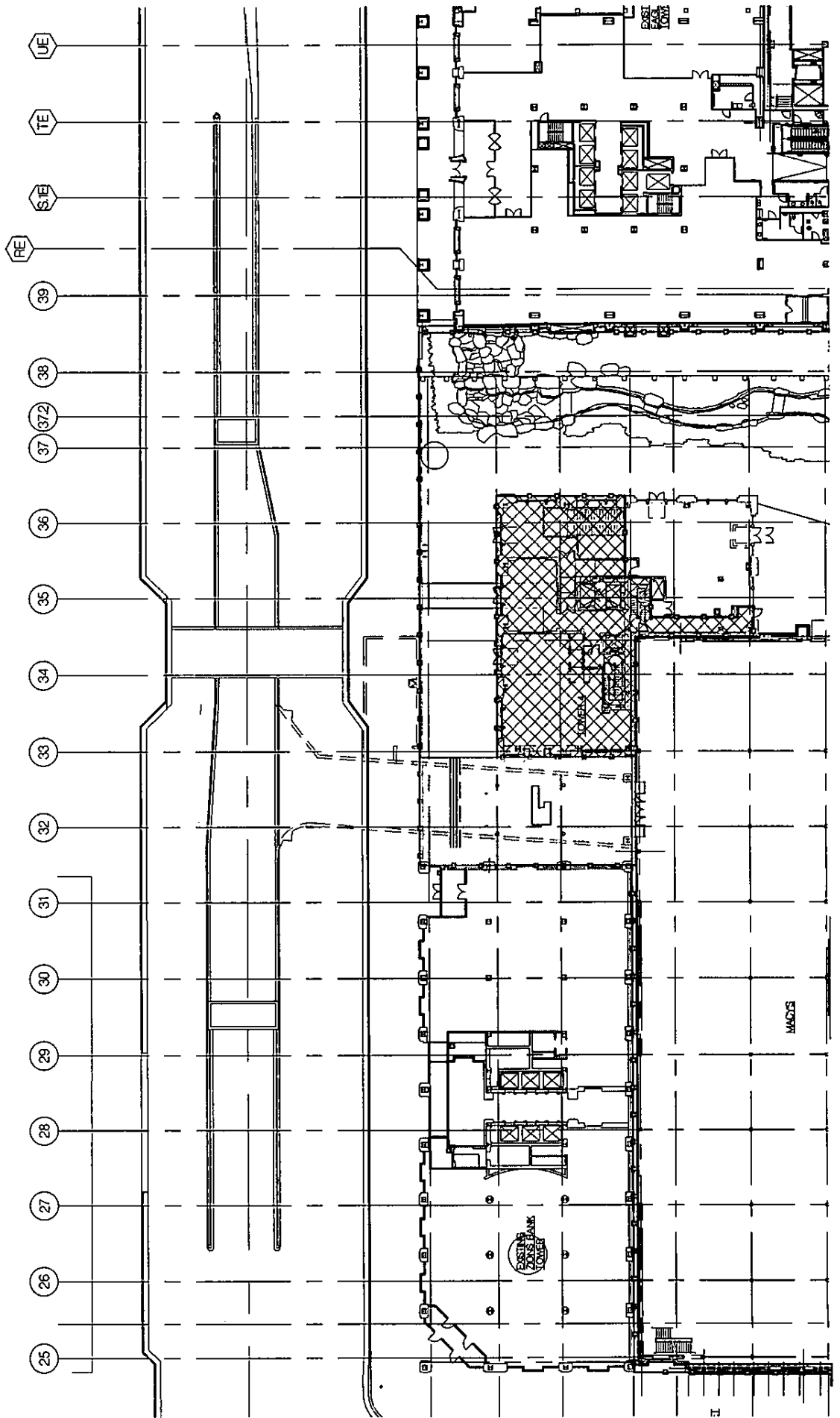
2008

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 2 of 14
(Level 2)

The following 16 pages comprise Sheet 2 of the
Easements Exhibit





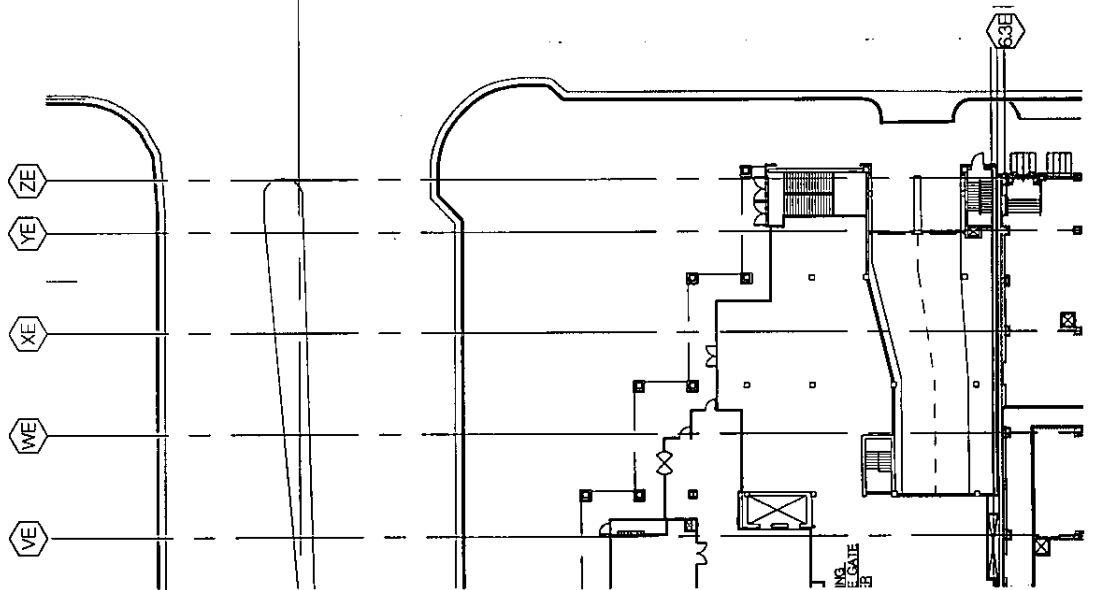


200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

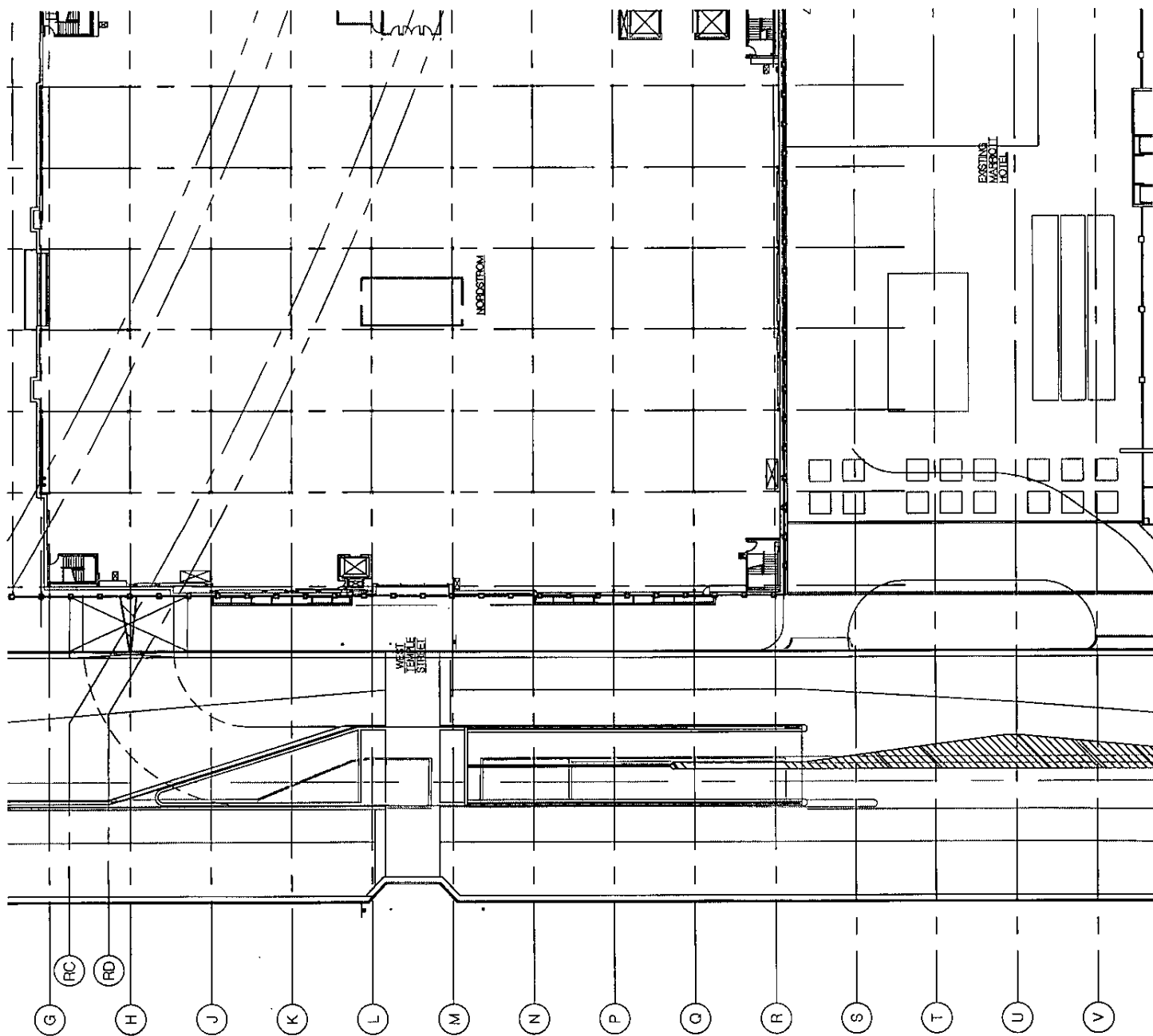


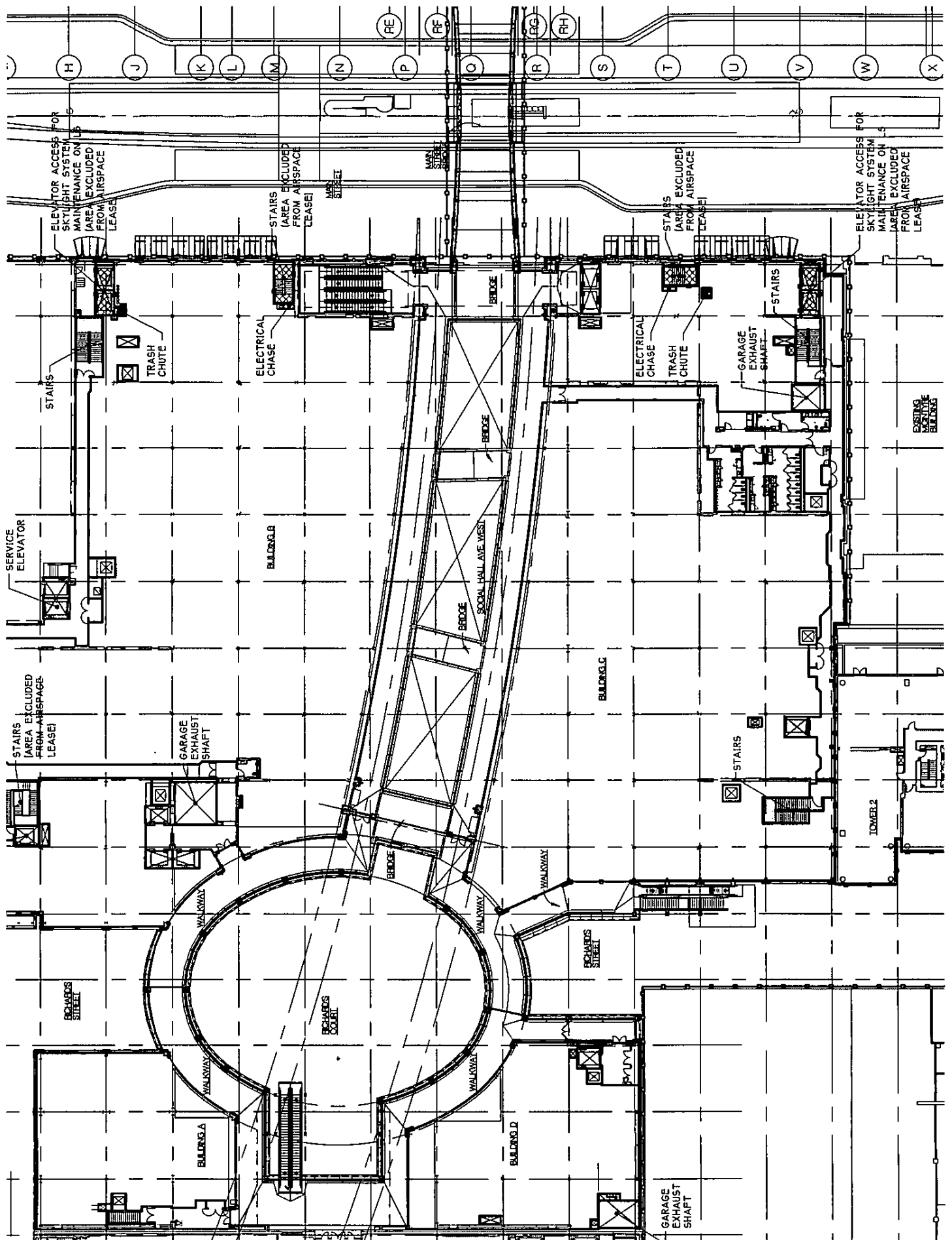
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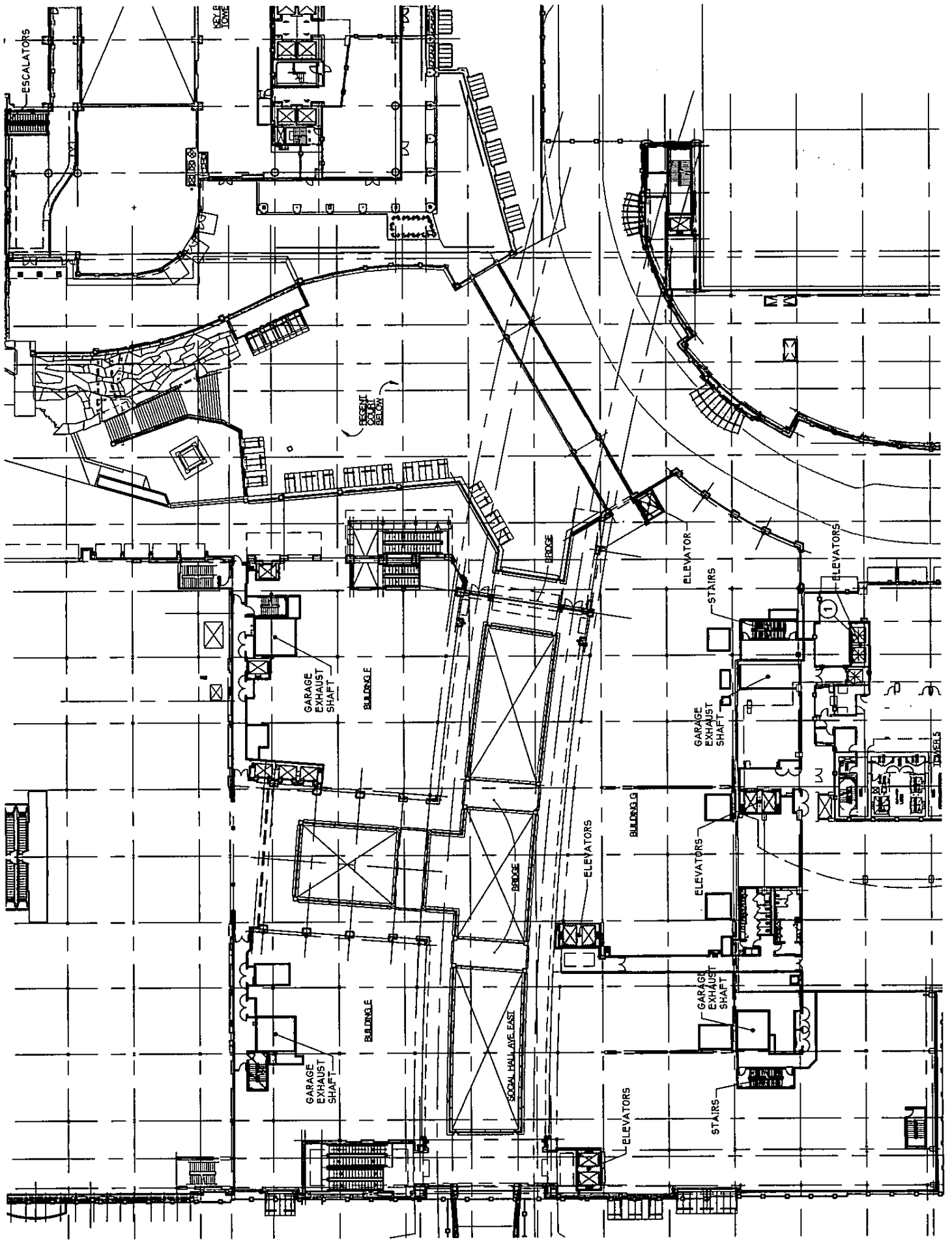
Revision:
ISSUE 10/28/09



BK 9796 PG 4491

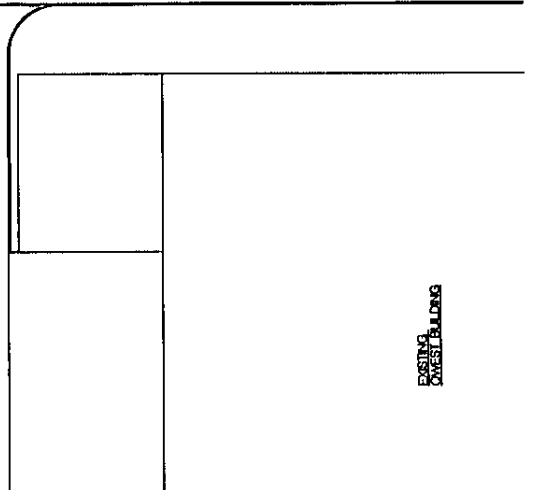
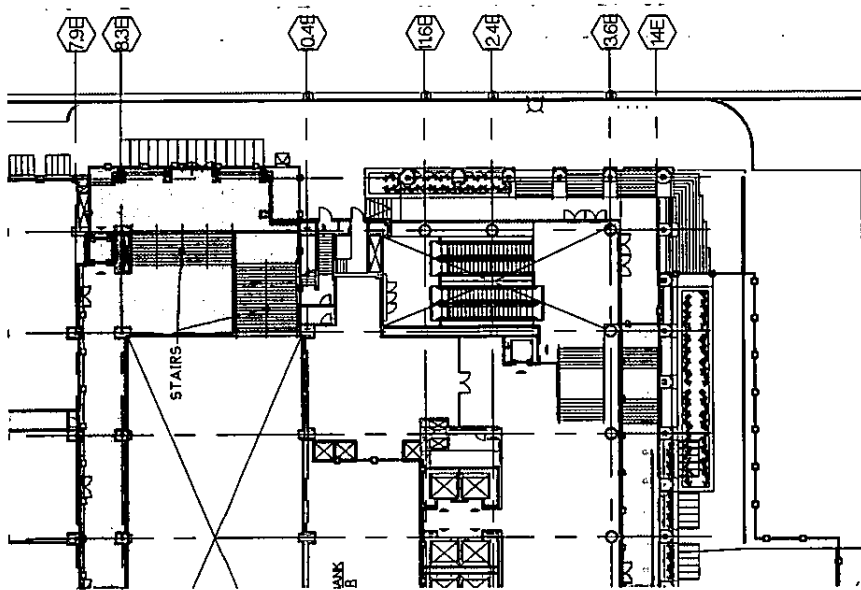
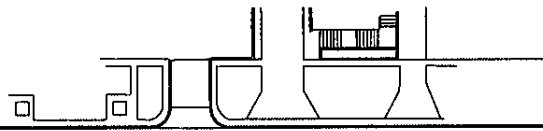


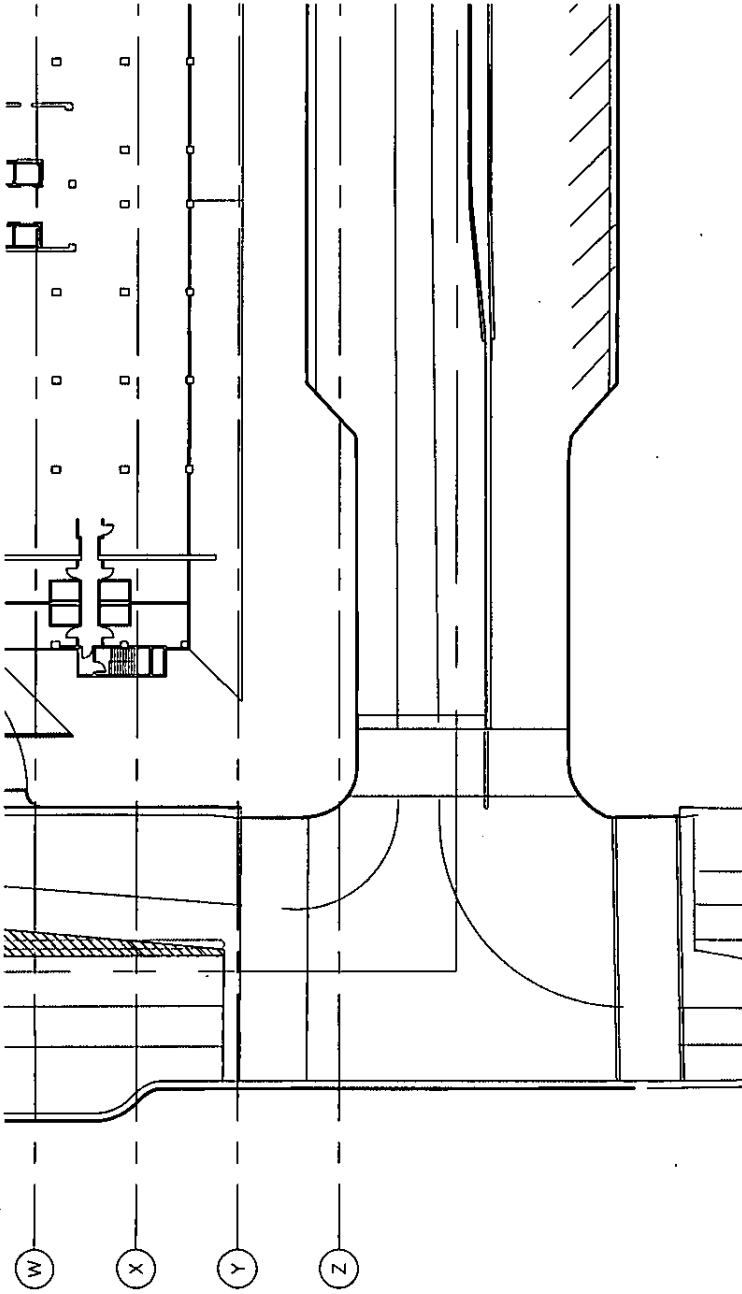




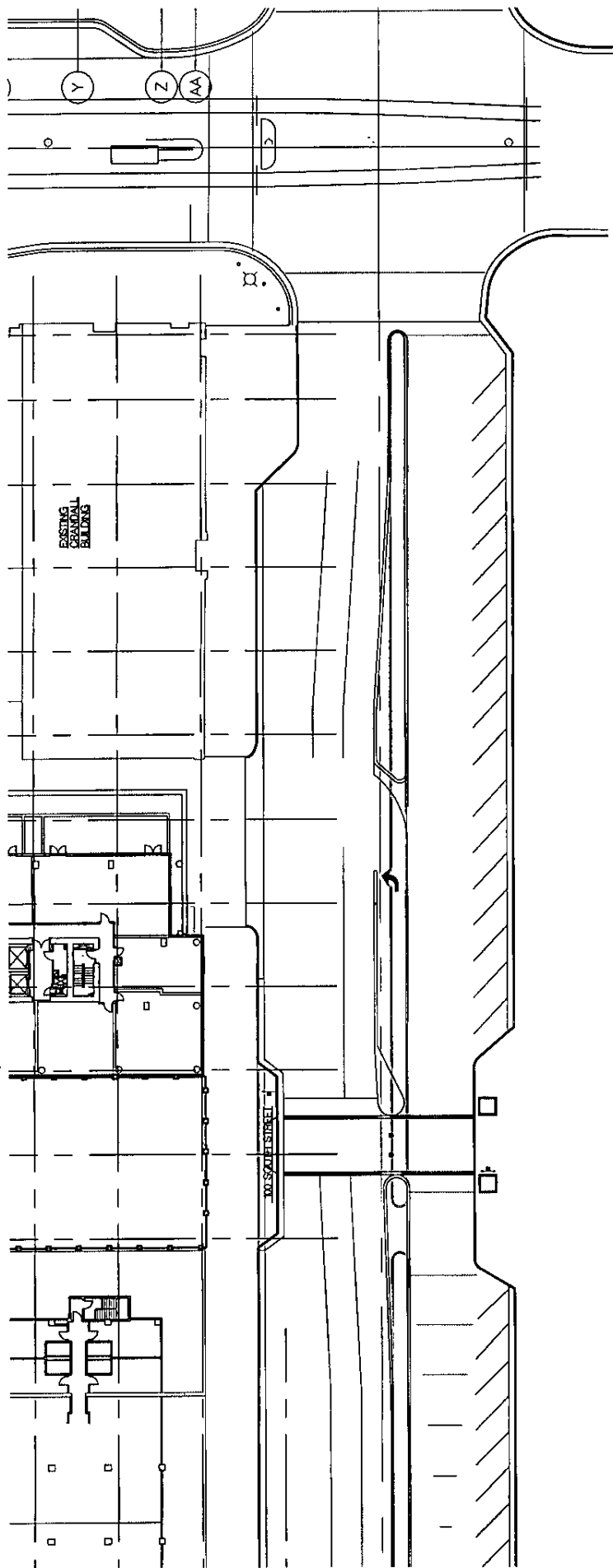
NO

A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH





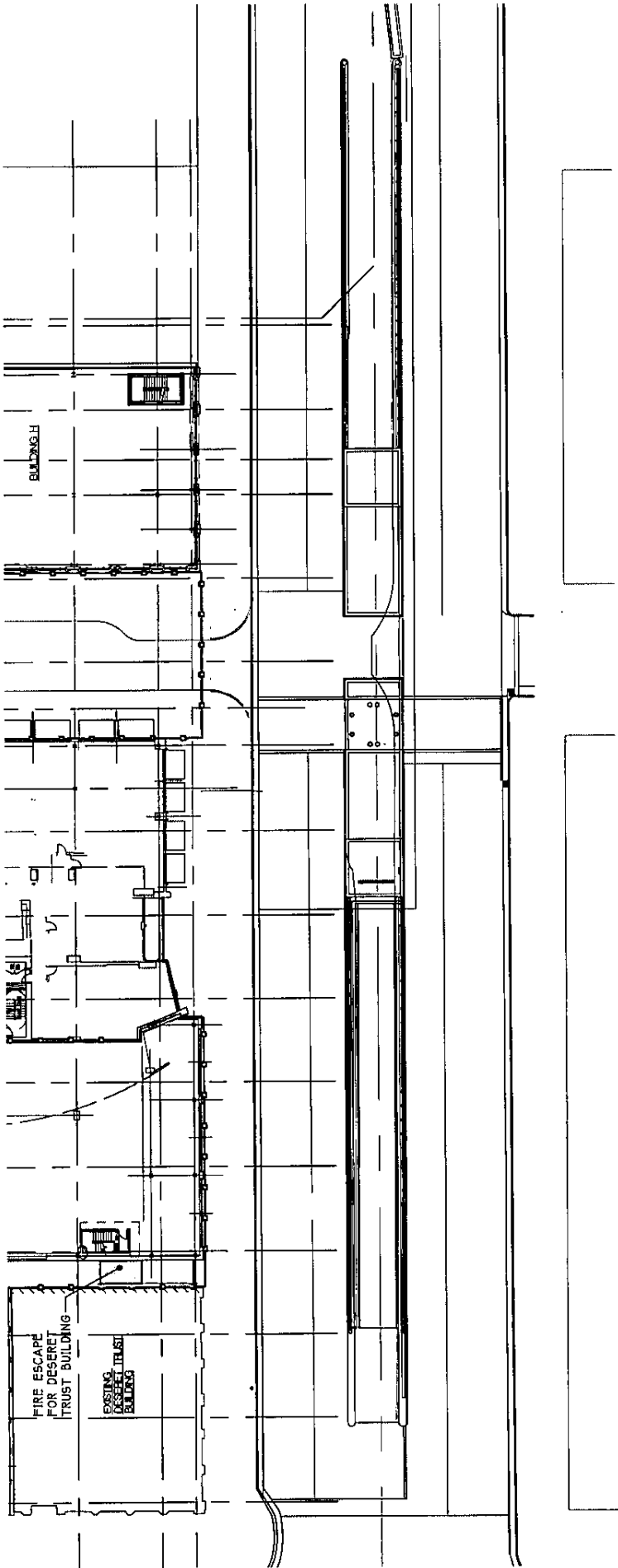
LEVEL 2



BLOCK 76



Retail Center Easements in Tower



BLOCK 75

Parcel and Office Buildings for benefit of Retail Center Parcels

PART III: MASTER DECLARATIONS EXHIBIT - LEVEL 2

ECK CENTER

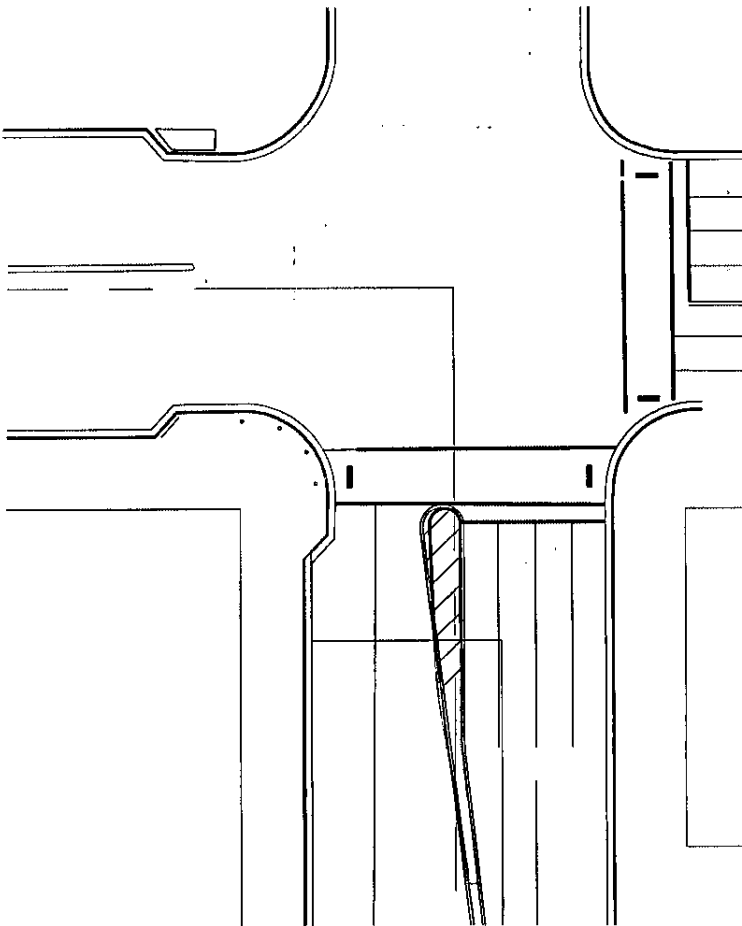
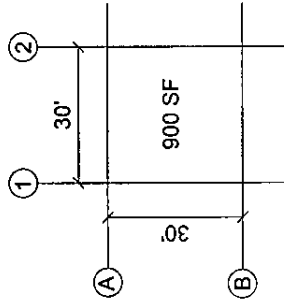


Exhibit B, Part III Easements Exhibit - Level 2 Page 12 of 16



Typical Bay

*This exhibit is based
Associates current &
other project Archite*



Retail Center Easements in Parki



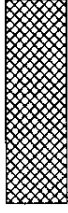
Project Easements in Retail Cent



Project Easements in Retail Cent



Project Easements in Tower Rete



Areas excluded from the CCA lea



Outline of the airspace leased to (

Note:

For additional rights reference An

*! upon project plans by Hobbs + Black
as of 10/26/09 and base plans imported from
acts of Record current as of Oct. 23, 2009.*

ng Facility Parcels for benefit of Retail Center Parcels

er for benefit of Residential Above Retail Parcels

er for benefit of Parking Facility Parcels

er for benefit of Office Buildings and Tower Parcels

ail Parcels for benefit of Tower Residential Parcels

ised airspace

CCA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4,

CITY CR

EXHIBIT B, I

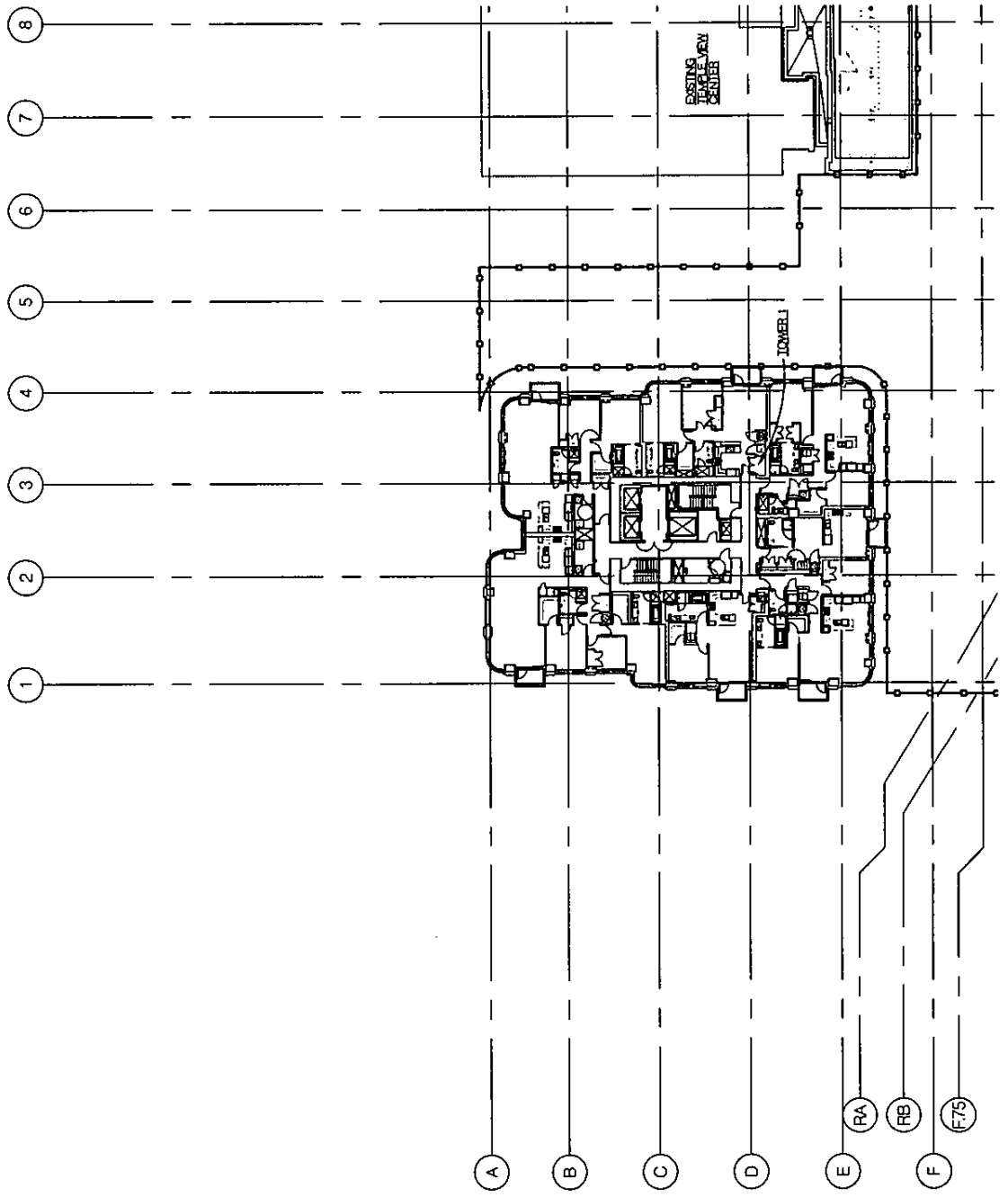
EASEMENT

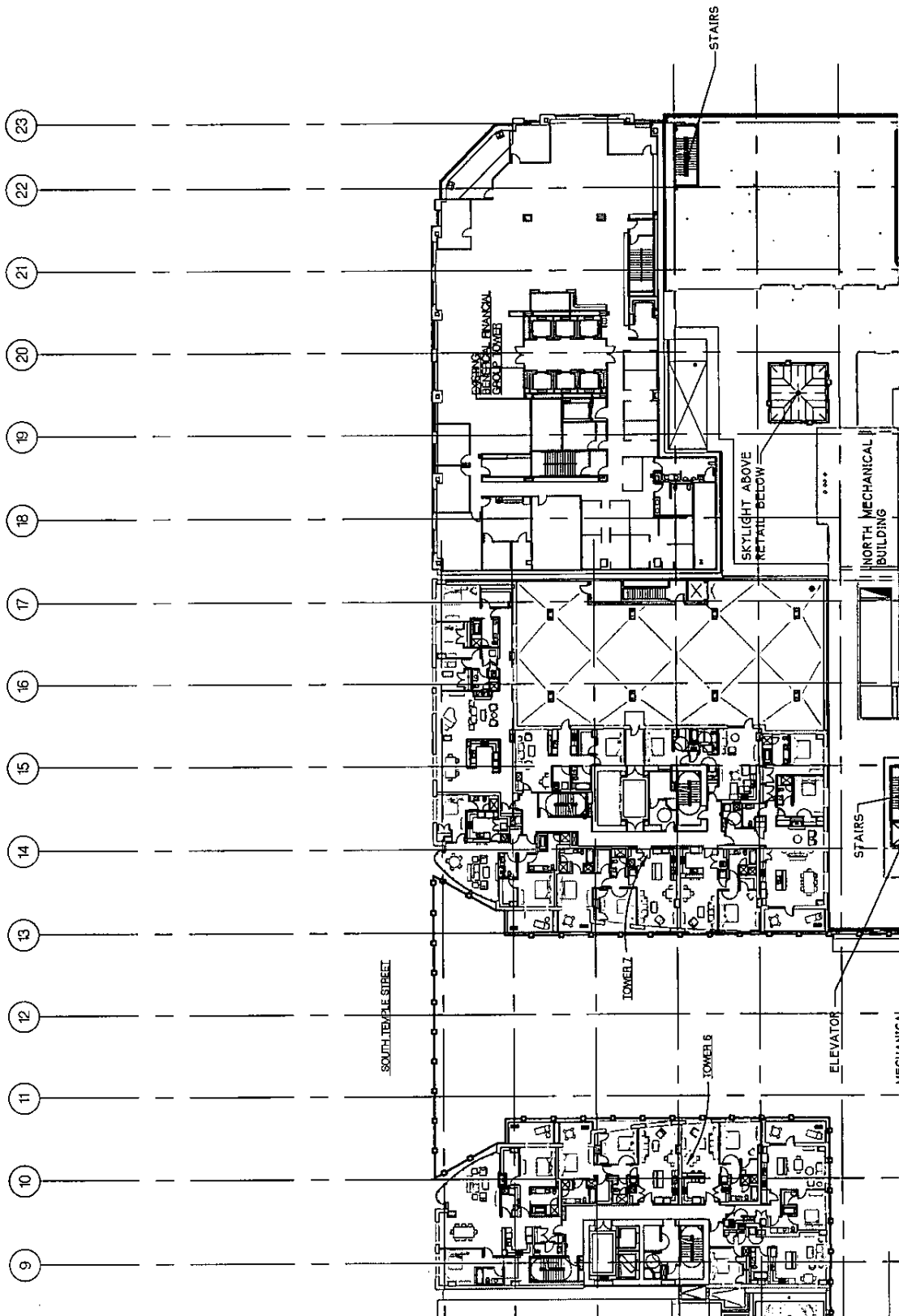
SHEET	2 OF 14
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2008

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 3 of 14
(Level 3A)

The following 16 pages comprise Sheet 3 of the
Easements Exhibit



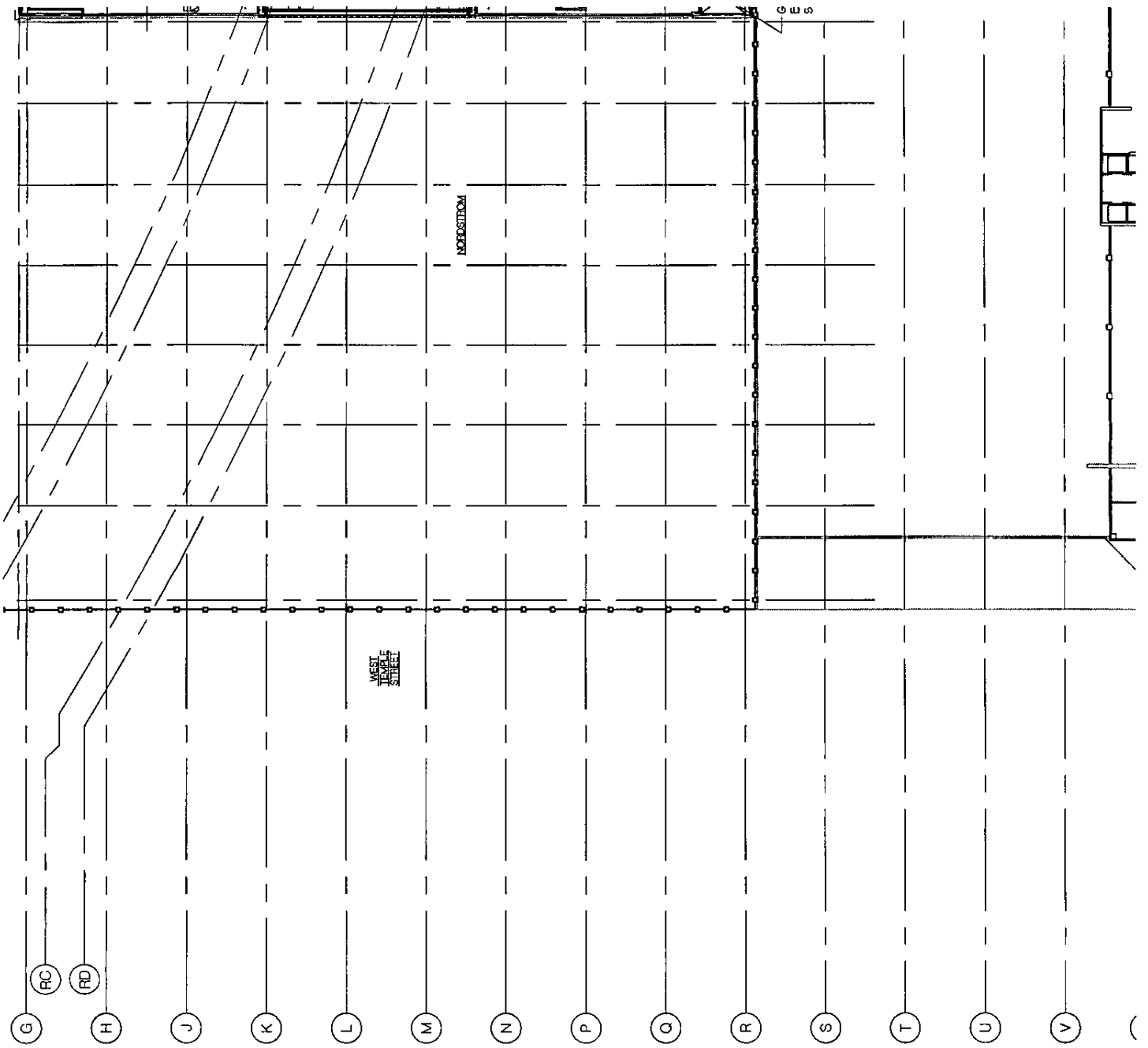


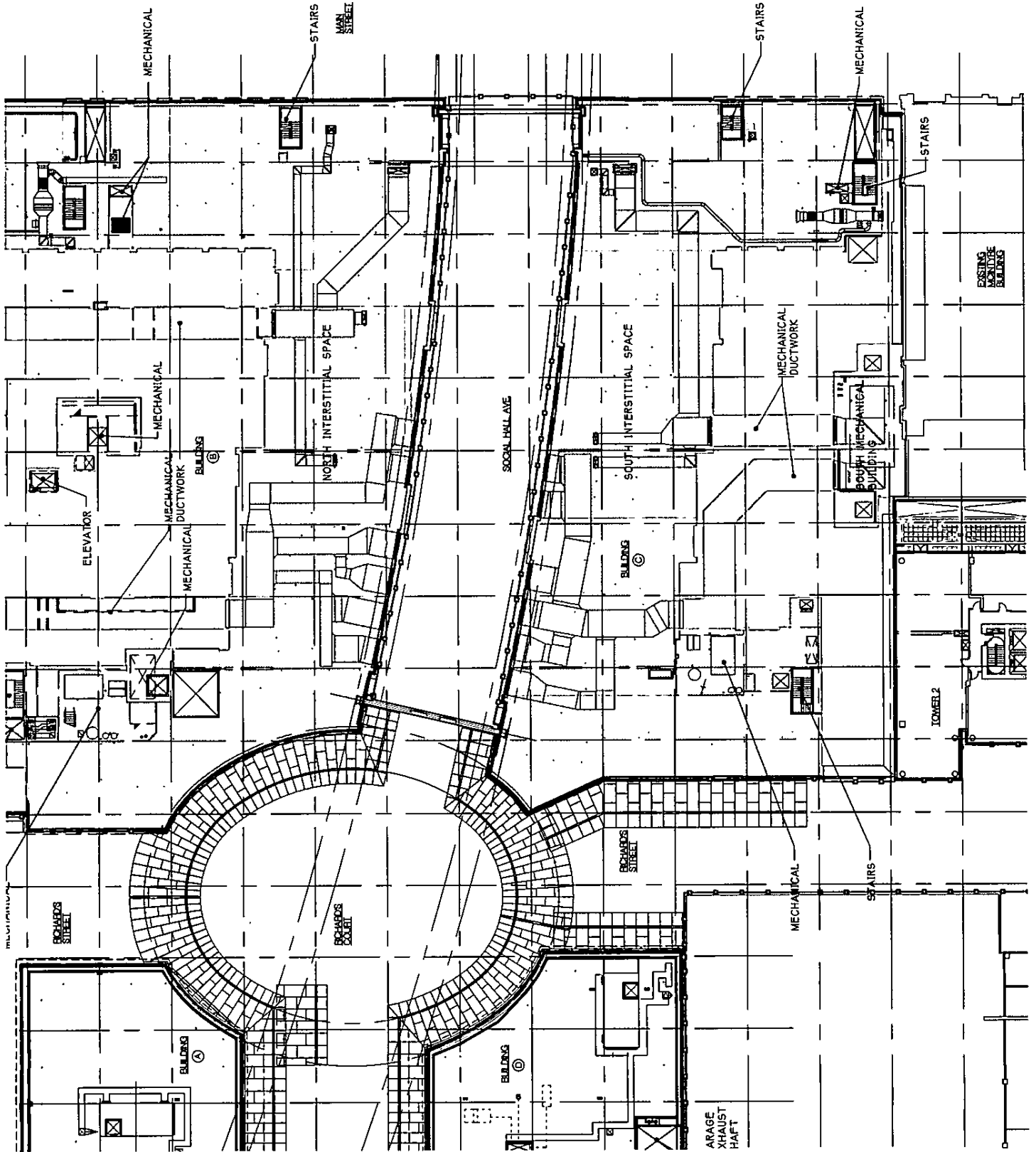
200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200



Taubman

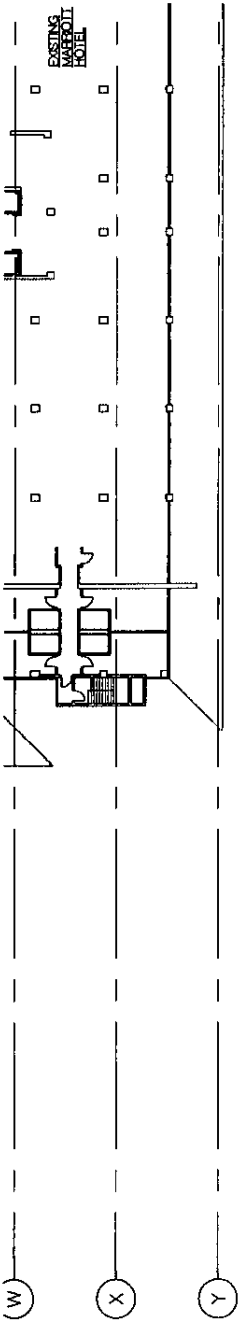
Revision:
ISSUE 10/28/09



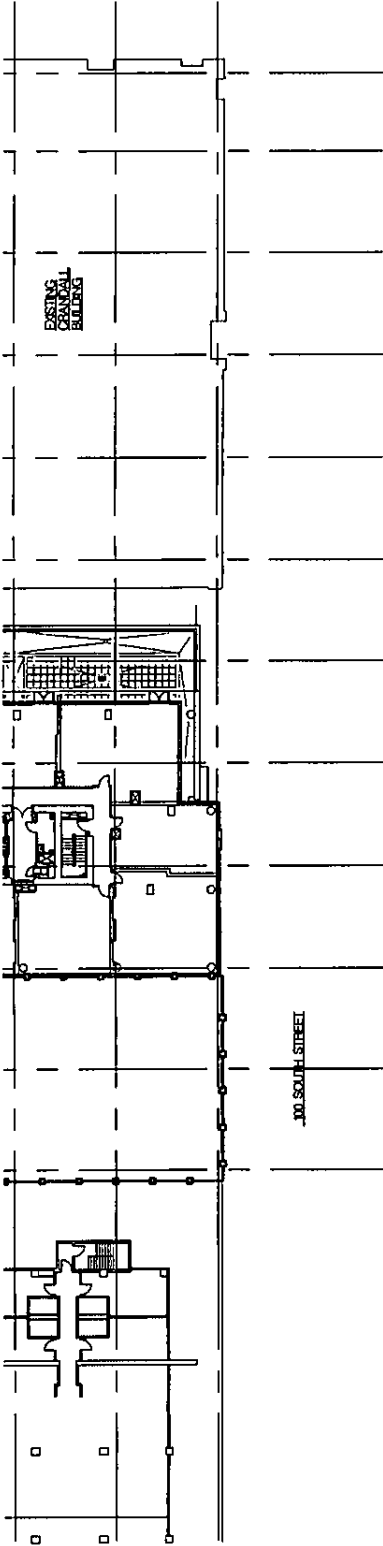


NOI

A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH



LEVEL 3A



BLOCK 76



Retail Center Easements in Tower

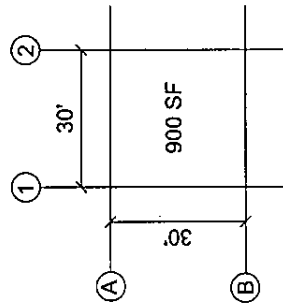
BK 9796 PG 4515

BLOCK 75

· Parcels and Office Buildings for benefit of Retail Center Parcels


PART III: MASTER DECLARATIONS EXHIBIT-LEVEL 3A

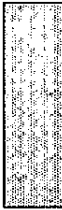
REEK CENTER





Typical Bay

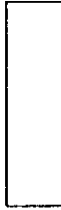
*This exhibit is based on
Associates current as
other project Architect*

 Retail Center Easements in Parkir


 Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Tower Retail

 Areas excluded from the CCA lease

 Outline of the airspace leased to C

Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
plans of Record current as of Oct. 23, 2009.*

ing Facility Parcels for benefit of Retail Center Parcels

or for benefit of Residential Above Retail Parcels

or for benefit of Parking Facility Parcels

or for benefit of Office Buildings and Tower Parcels

il Parcels for benefit of Tower Residential Parcels

sed airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4,

CITY CI

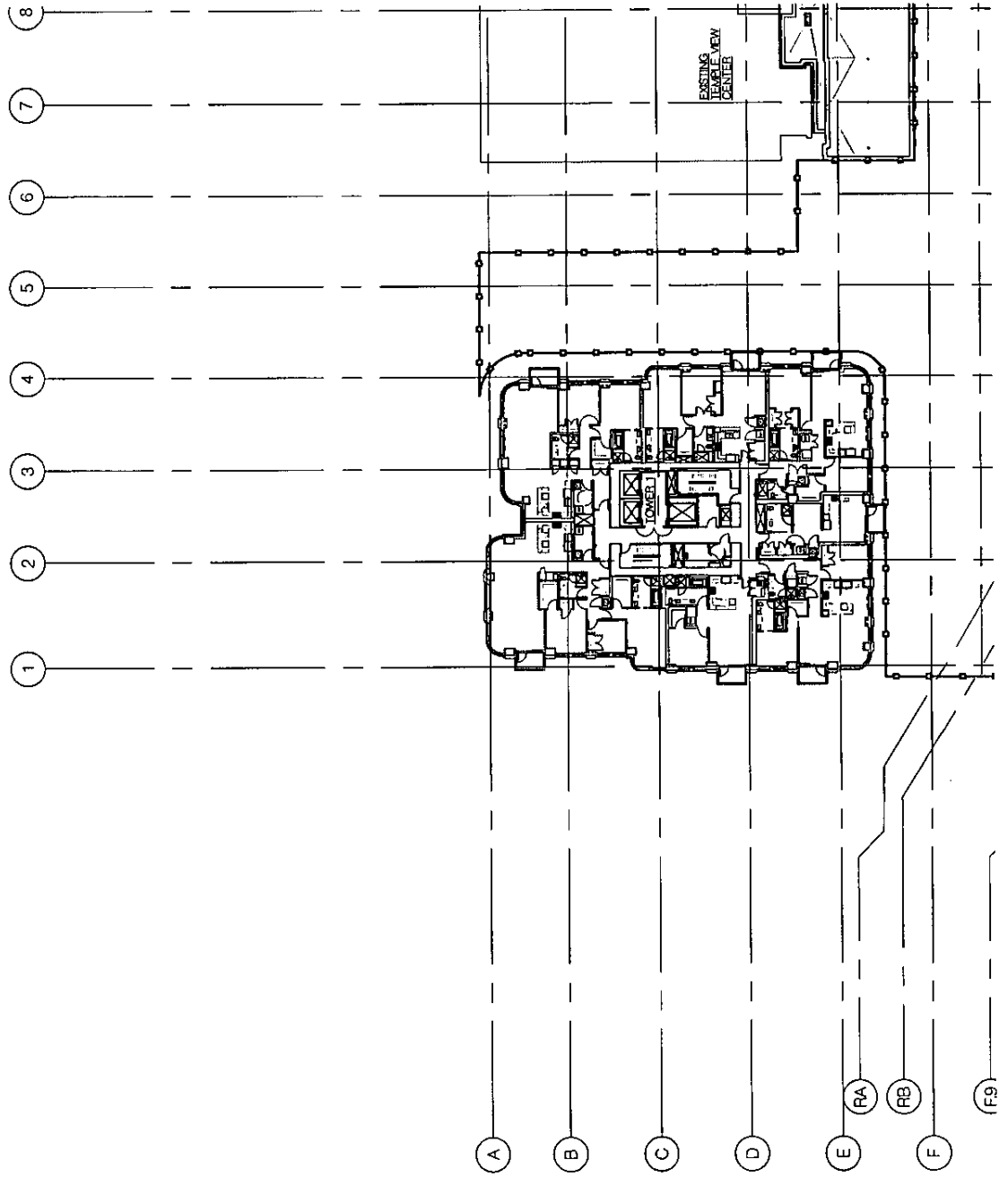
EXHIBIT B, EASEMENT

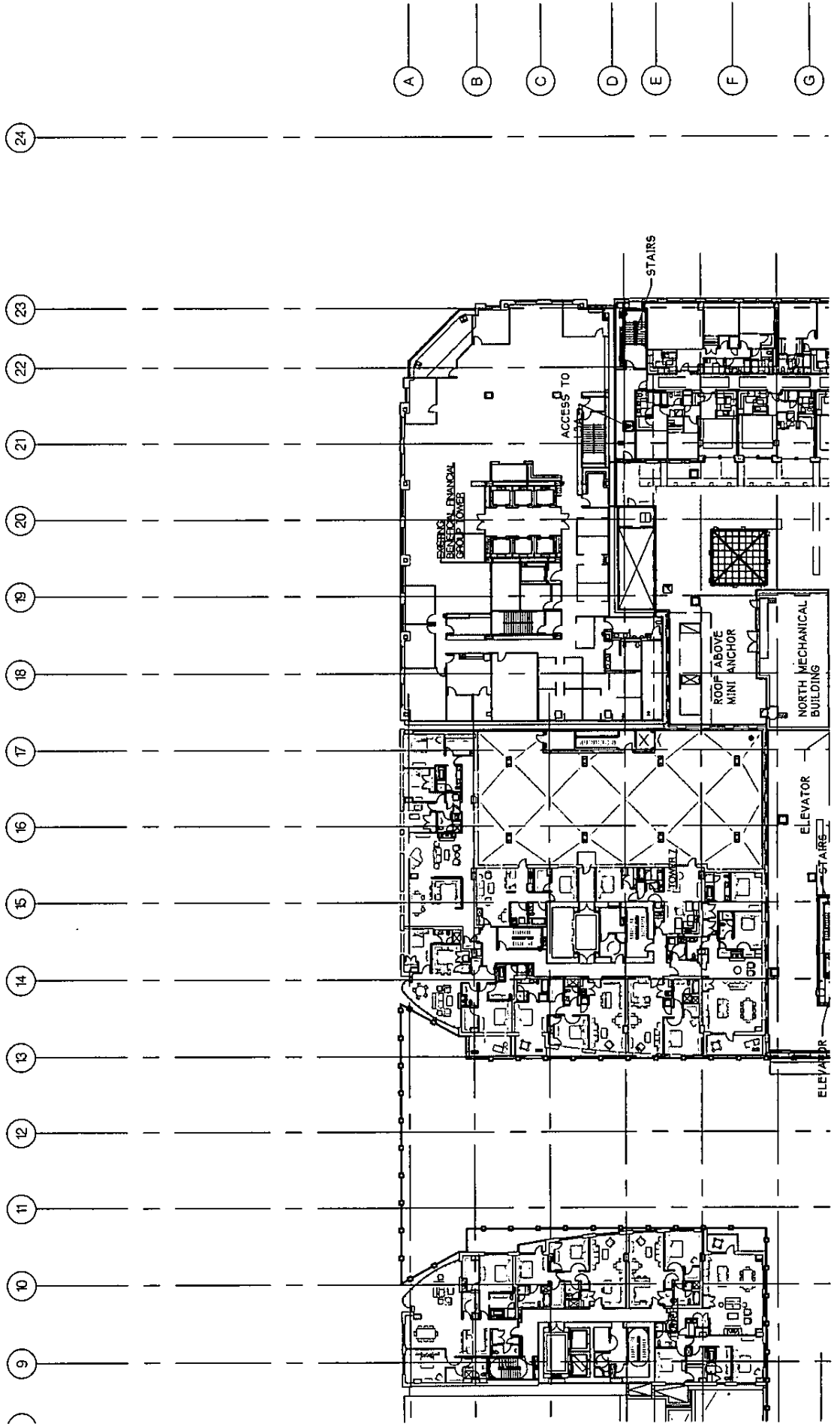
2008

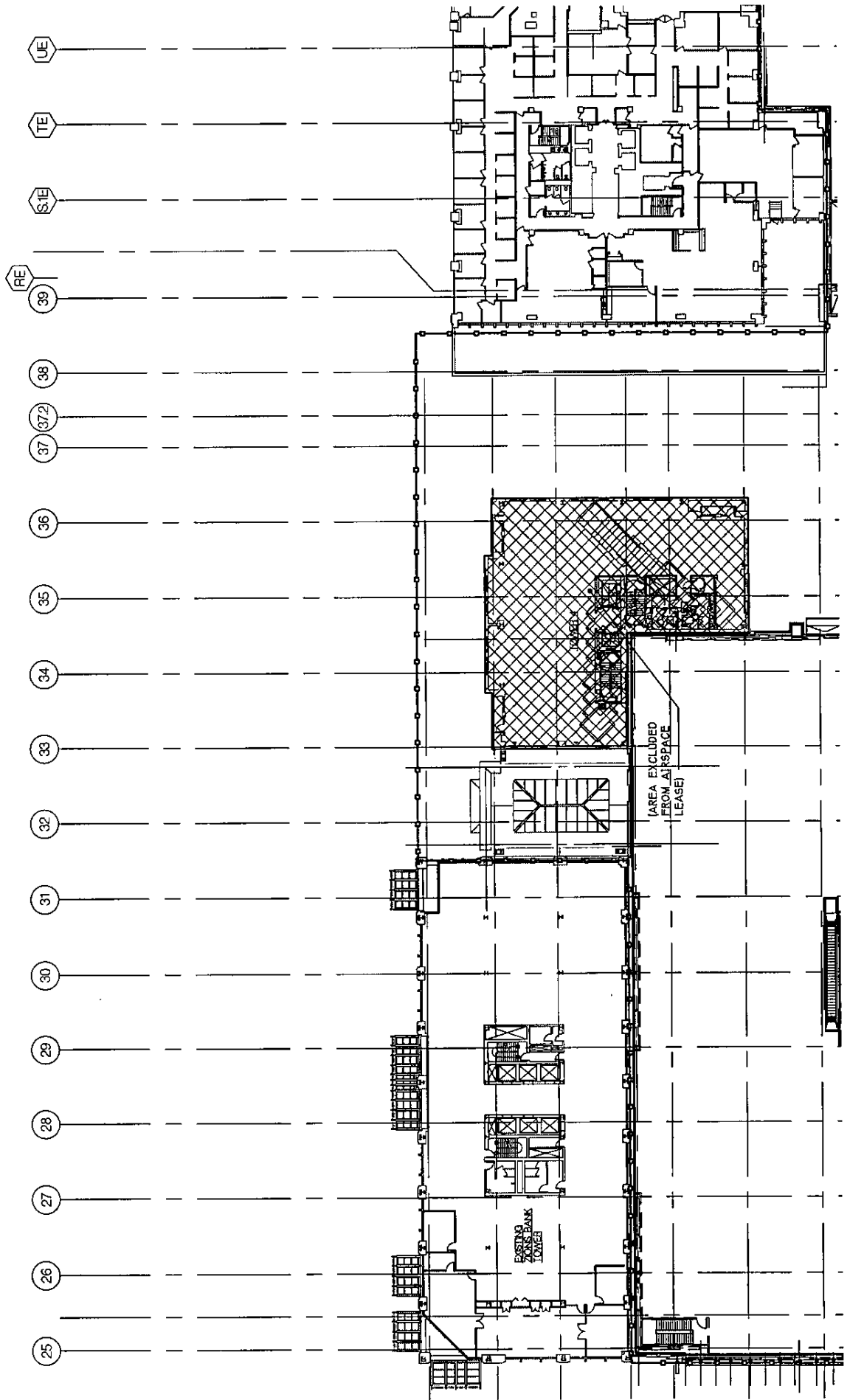
SHEET	3 OF 14
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**Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 4 of 14
(Level 3)**

**The following 16 pages comprise Sheet 4 of the
Easements Exhibit**





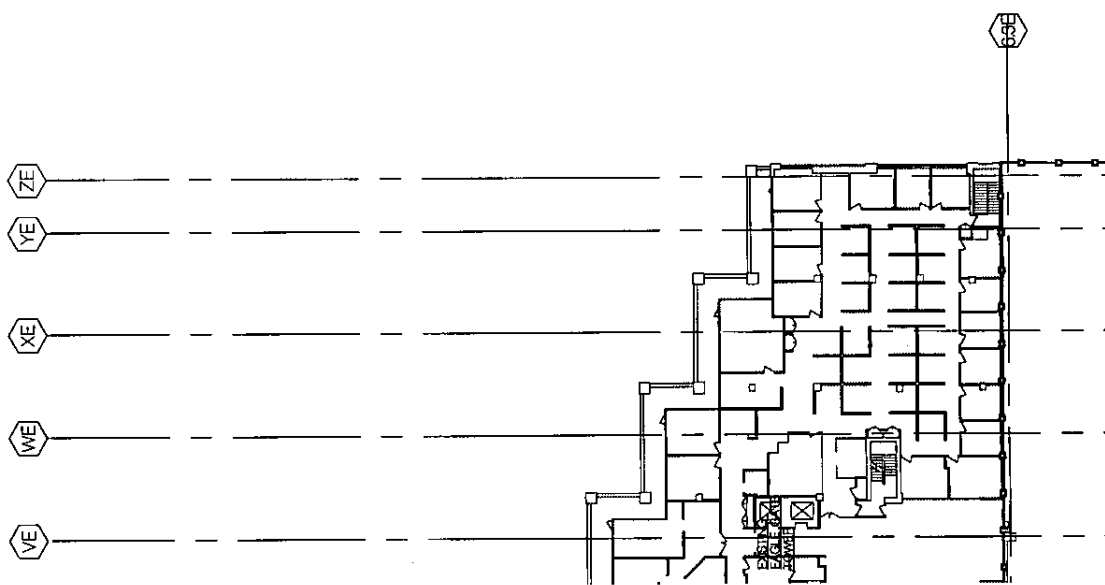


200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

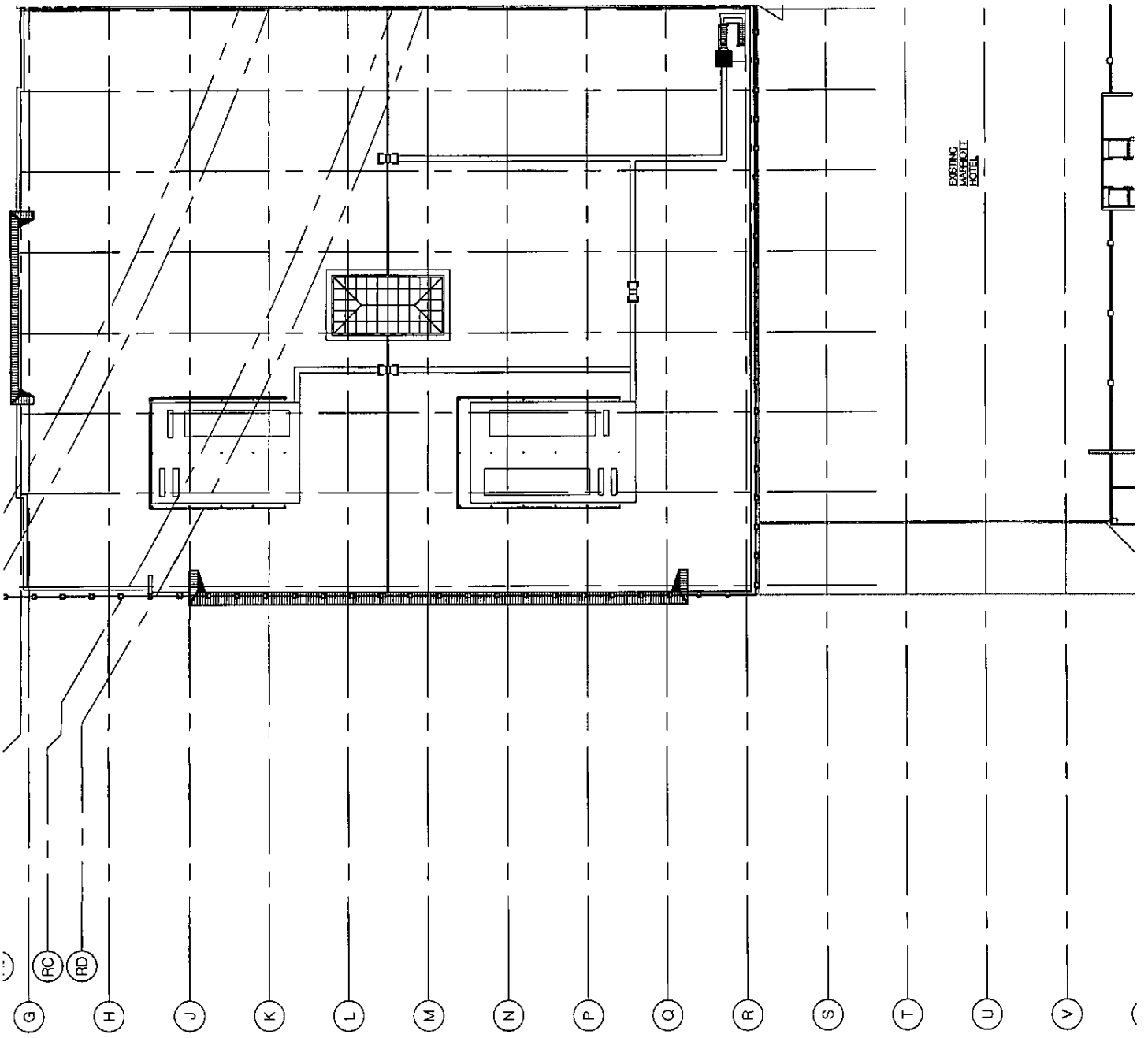


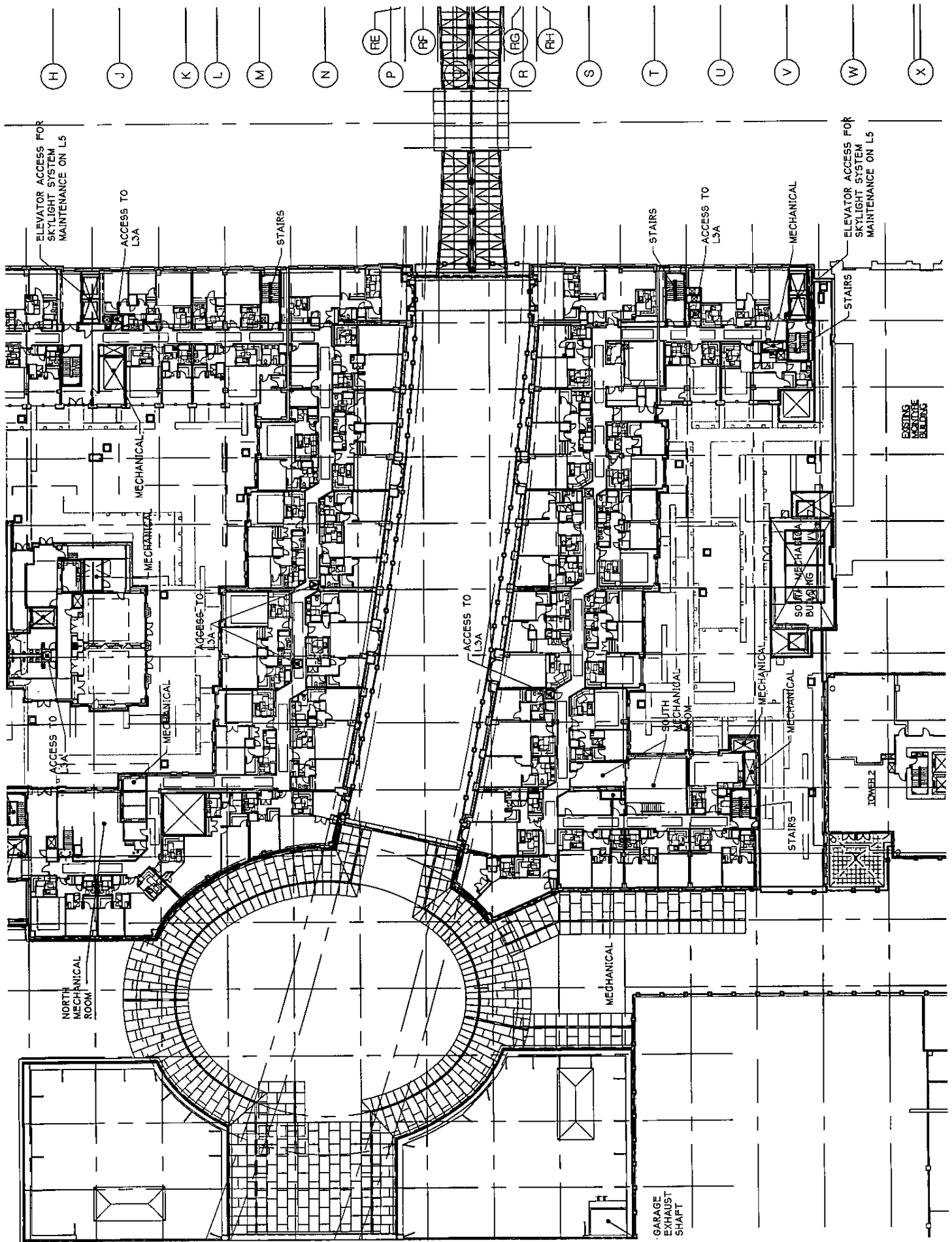
Taubman

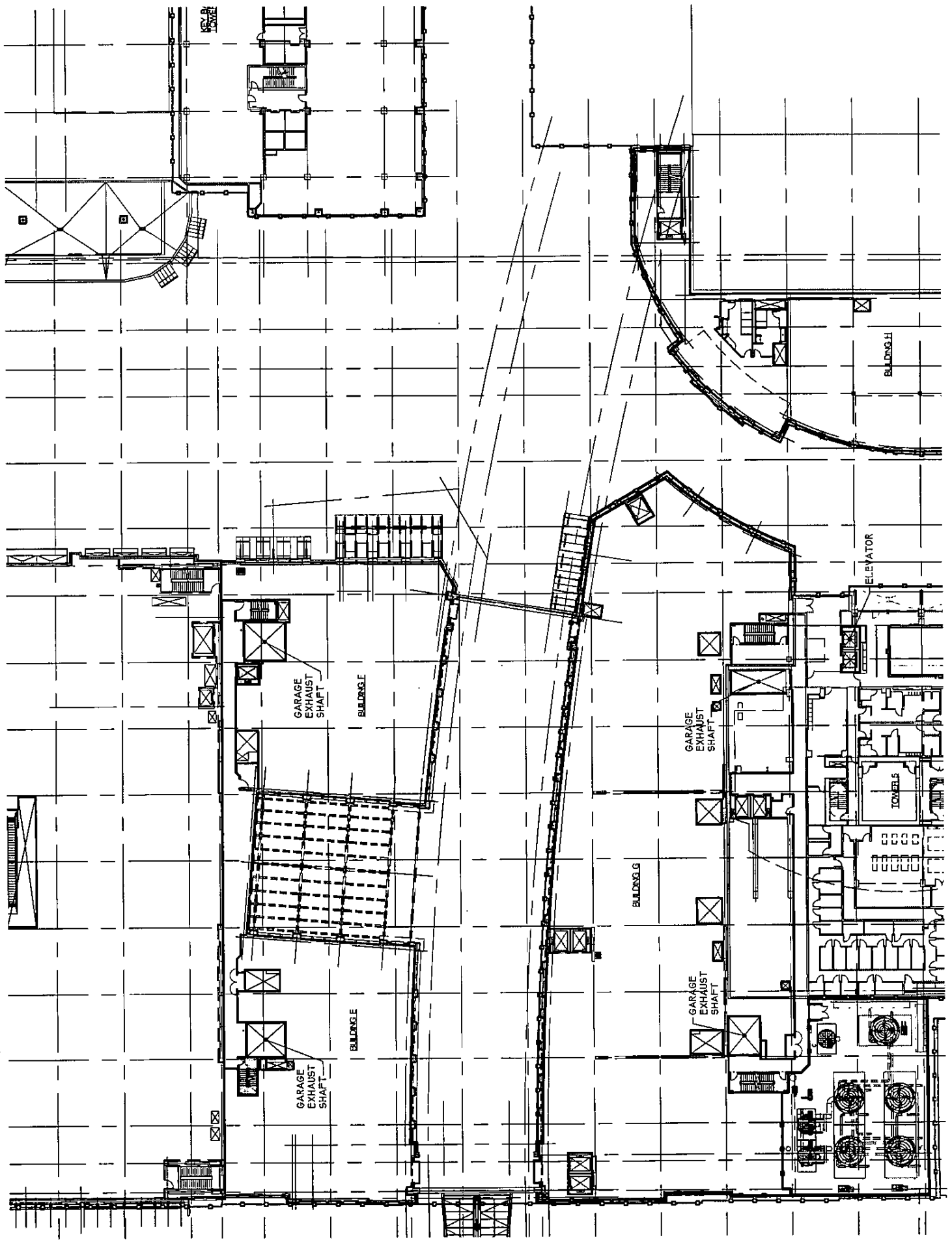
Revision:
ISSUE 10/28/09



BK 9796 PG 4525



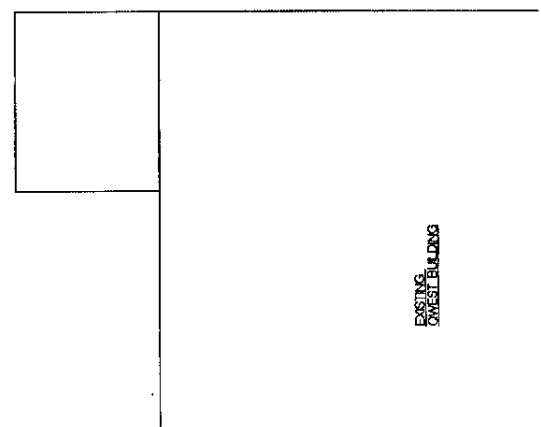
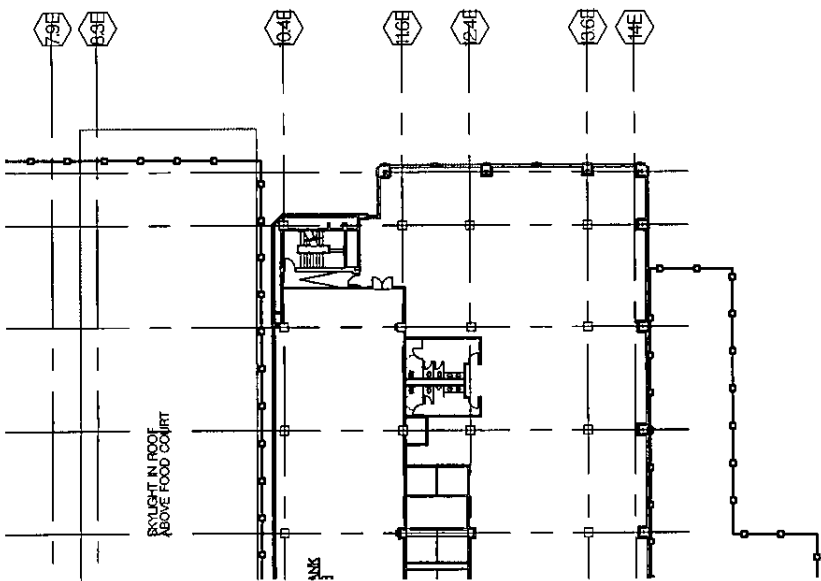


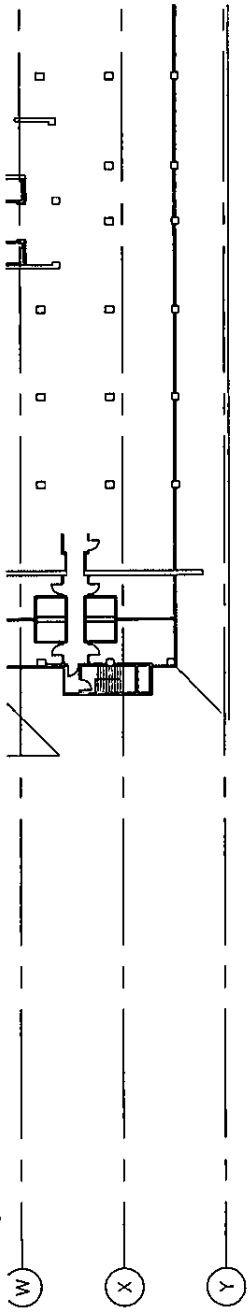


LION

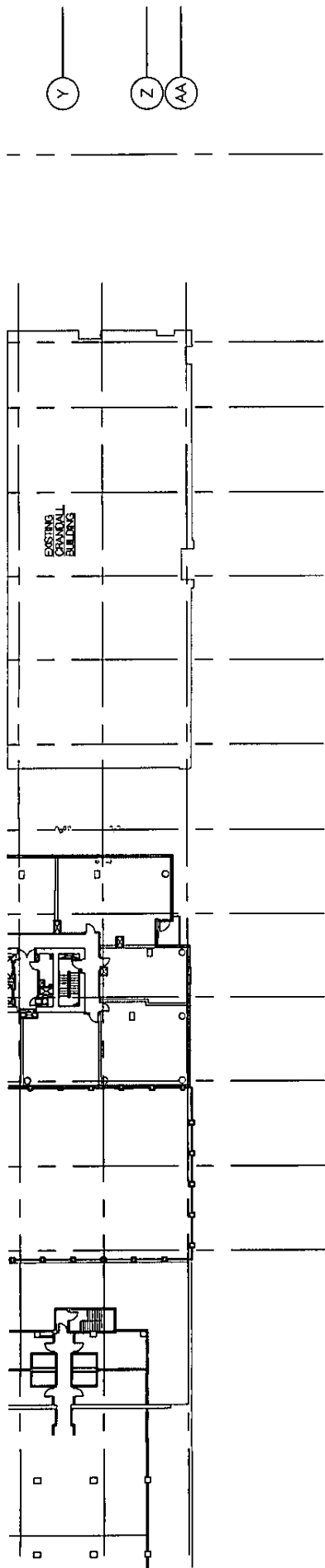
A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

Exhibit B, Part III Easements Exhibit - Level 3 Page 8 of 16



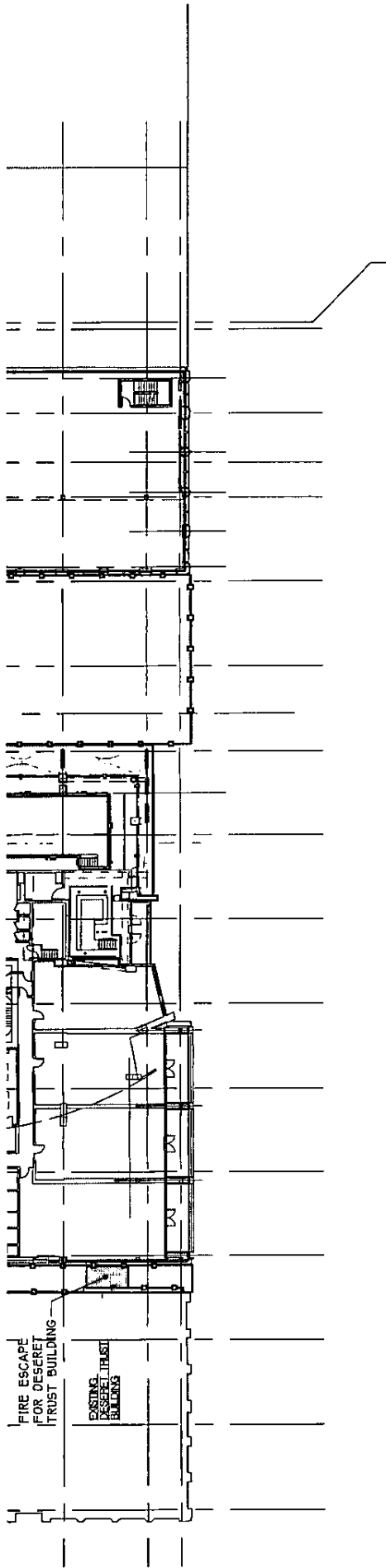


LEVEL 3



BLOCK 76

 Retail Center Easements in Towe

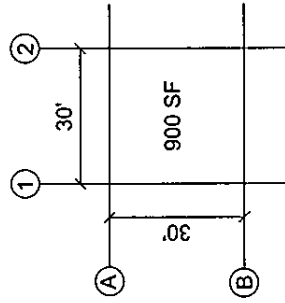


BLOCK 75

Parcel and Office Buildings for benefit of Retail Center Parcels


**PART III: MASTER DECLARATIONS
EXHIBIT - LEVEL 3**


REEK CENTER




Typical Bay

*This exhibit is based
Associates current a:
other project Architec*

 Retail Center Easements in Parkii


 Project Easements in Retail Centr

Project Easements in Retail Centr

 Project Easements in Retail Centr

 Project Easements in Tower Reta

 Areas excluded from the CCA lea

 Outline of the airspace leased to C

Note: For additional rights reference Arr

*upon project plans by Hobbs + Black
s of 10/26/09 and base plans imported from
its of Record current as of Oct. 23, 2009.*

ng Facility Parcels for benefit of Retail Center Parcels

er for benefit of Residential Above Retail Parcels

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er for benefit of Office Buildings and Tower Parcels

il Parcels for benefit of Tower Residential Parcels

sed airspace

CCA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4,

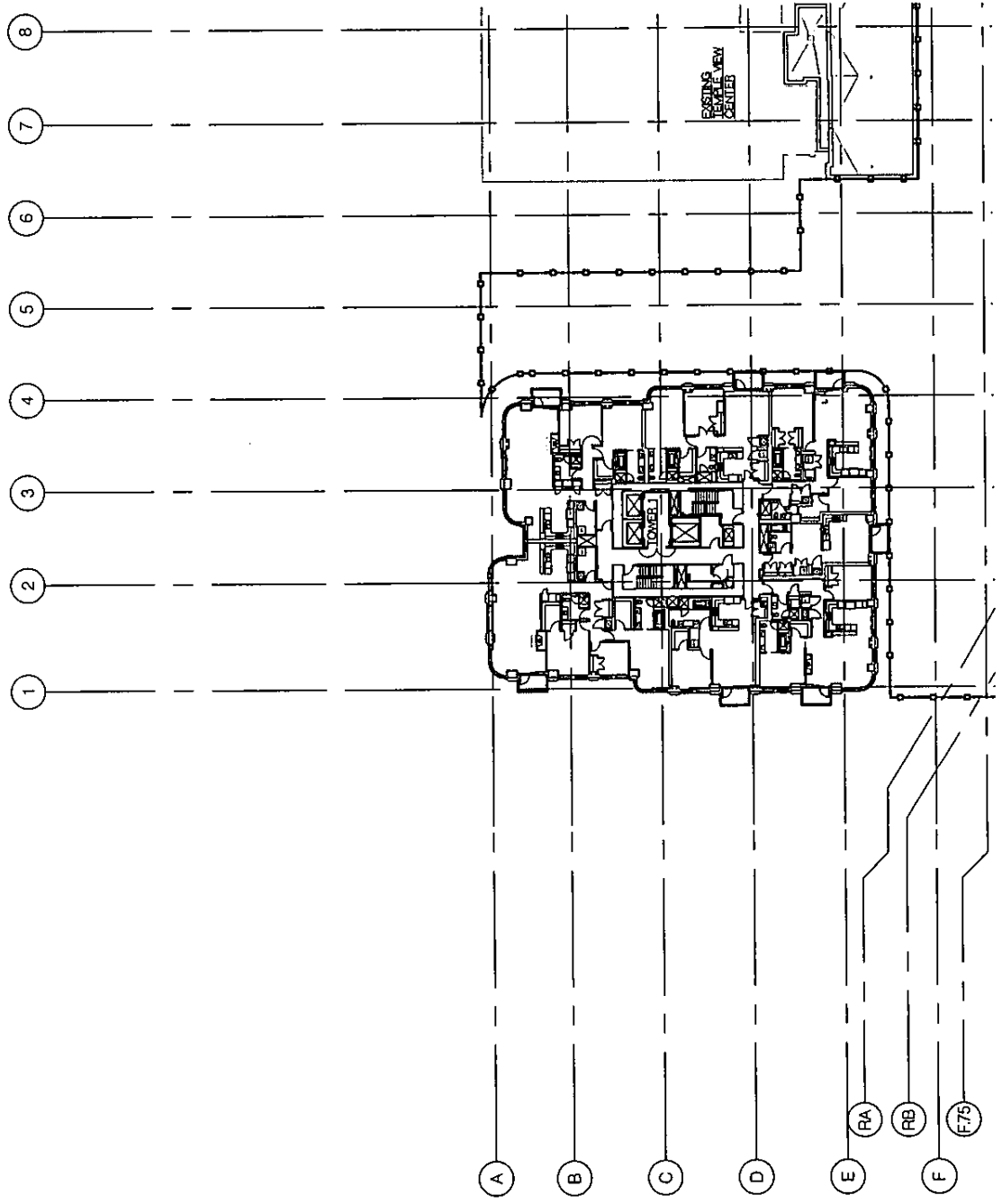
CITY CI
EXHIBIT B,
EASEMENT

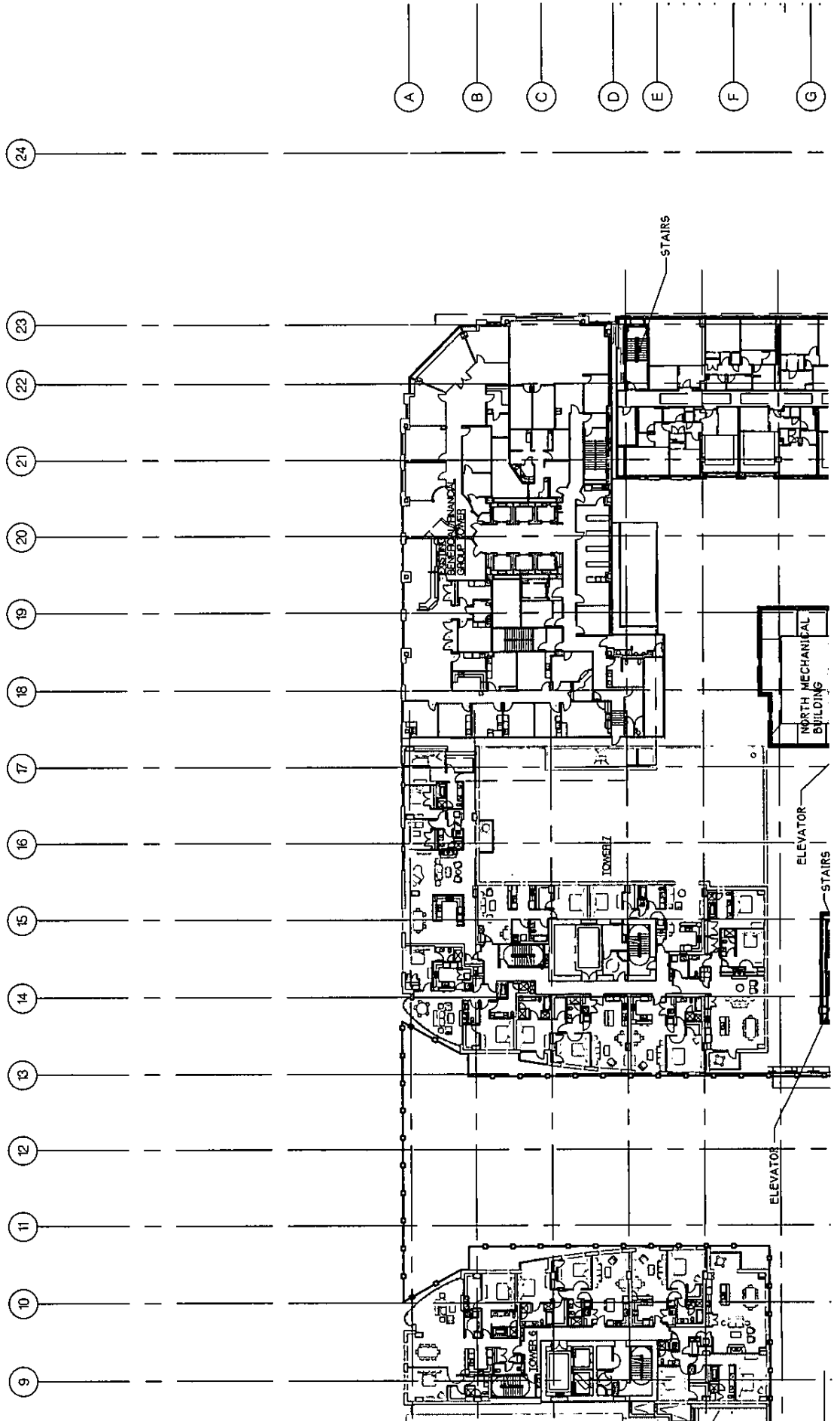
SHEET	4 OF 14
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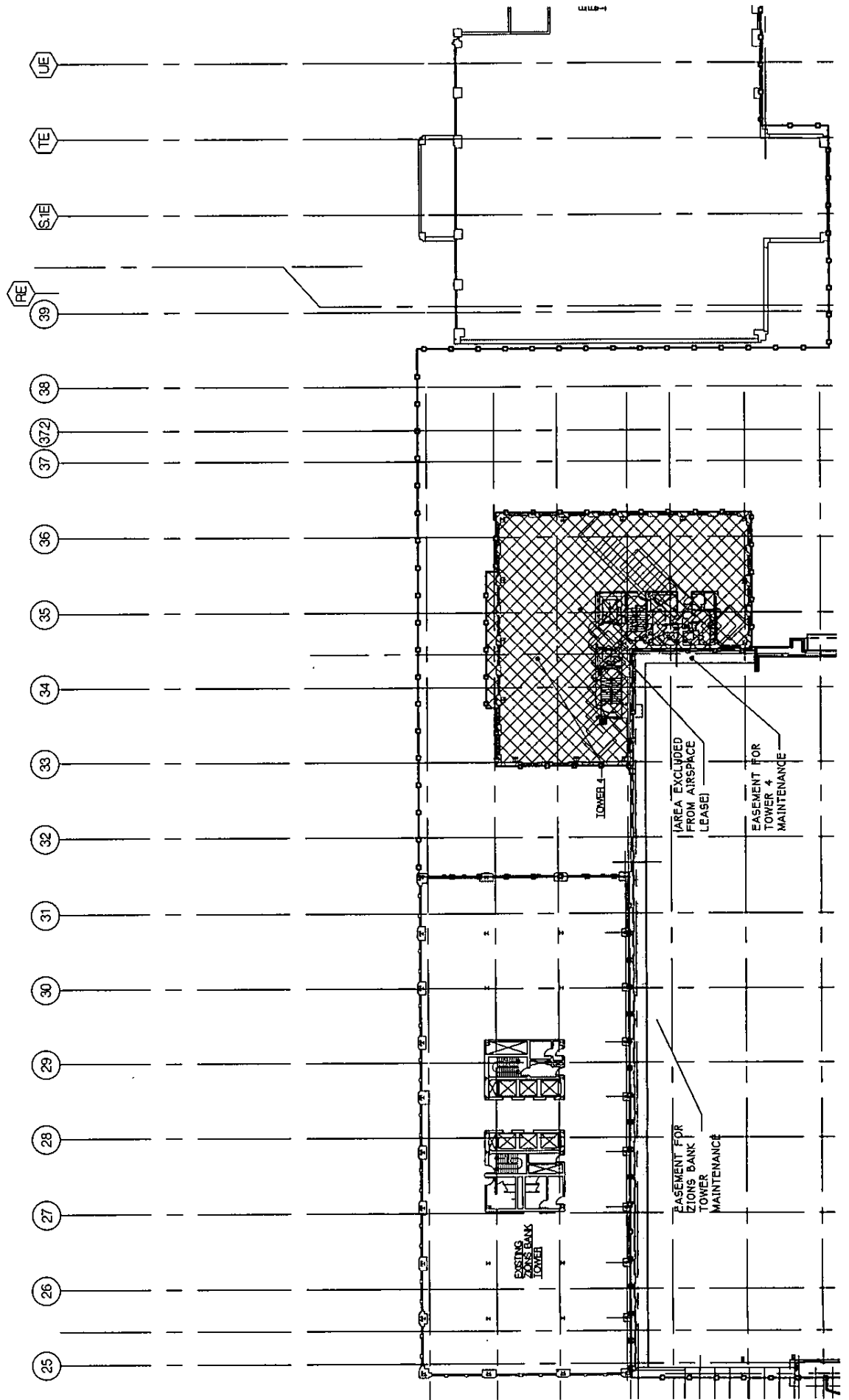
2008

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 5 of 14
(Level 4)

The following 16 pages comprise Sheet 5 of the
Easements Exhibit





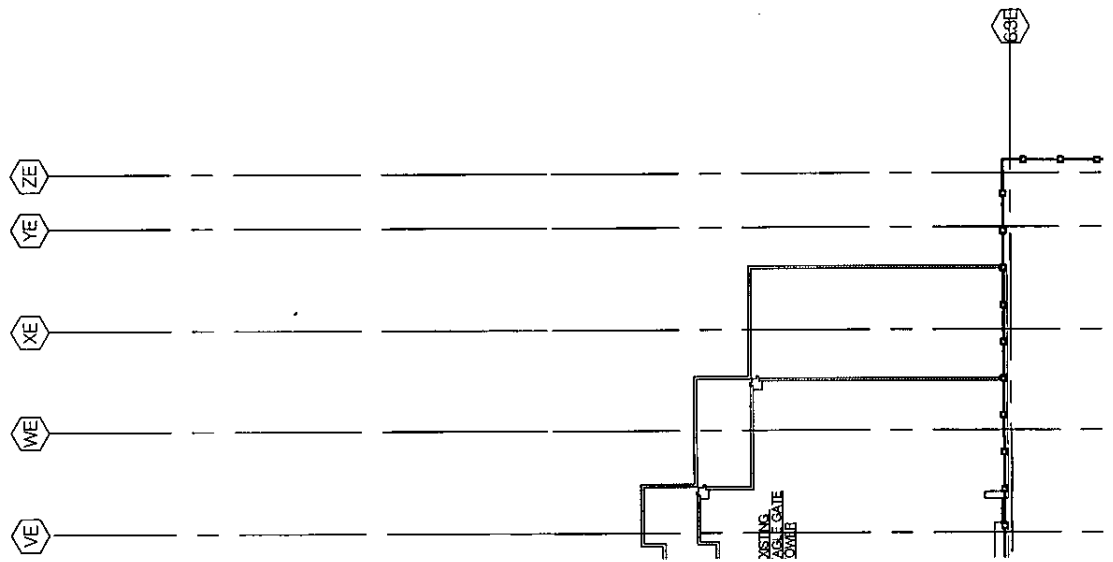


200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

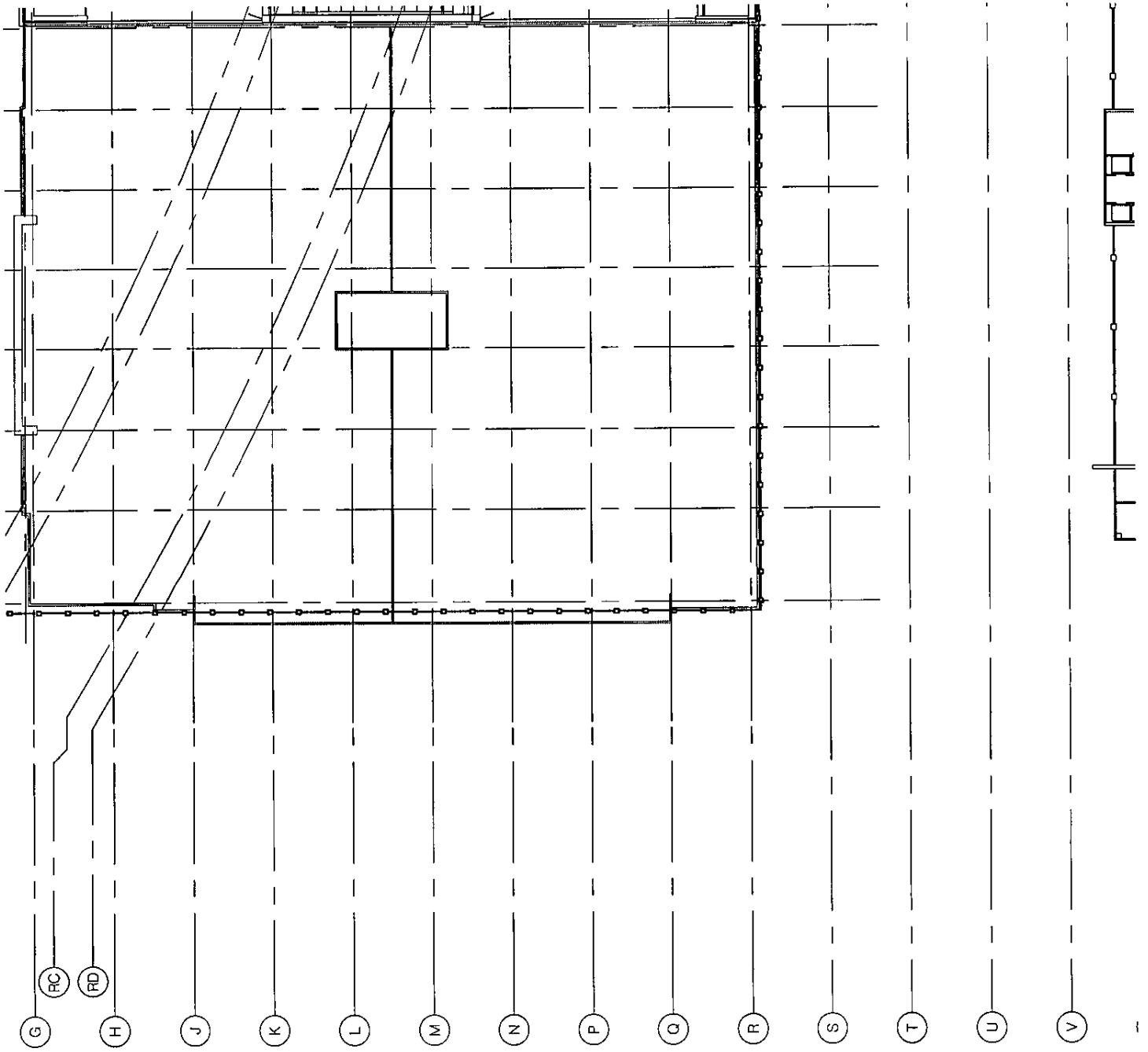


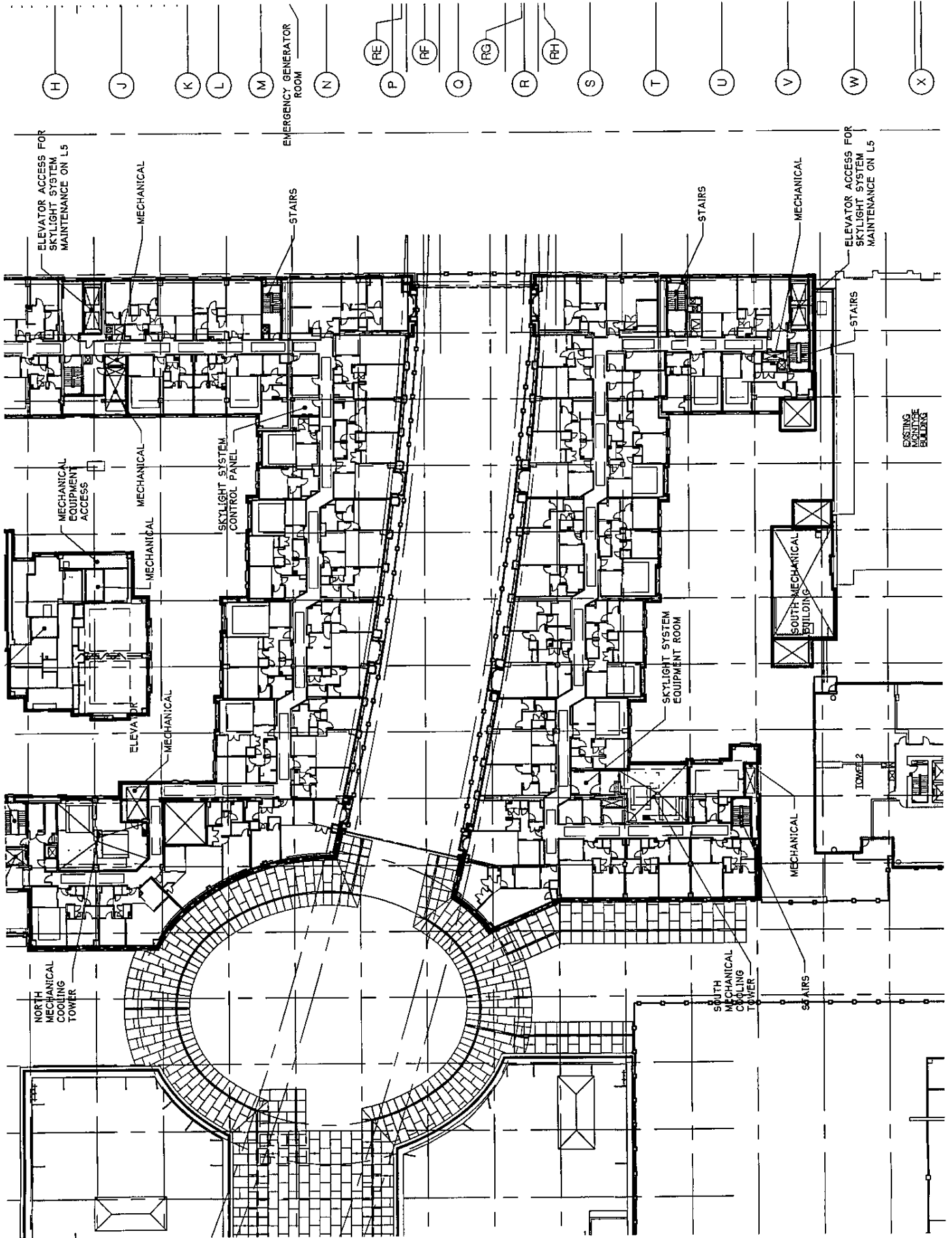
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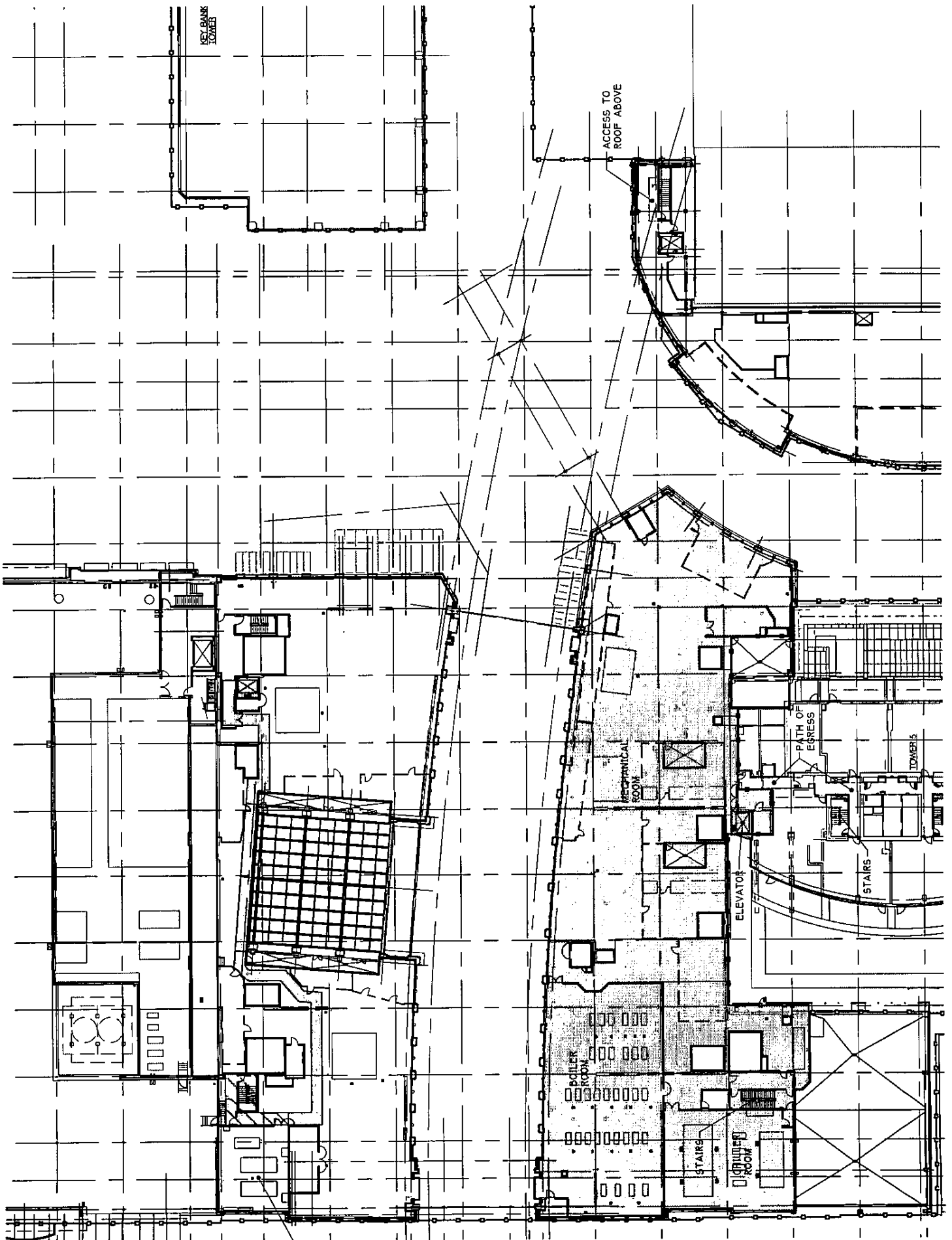
Revision:
ISSUE 10/28/09



BK 9796 PG 4542

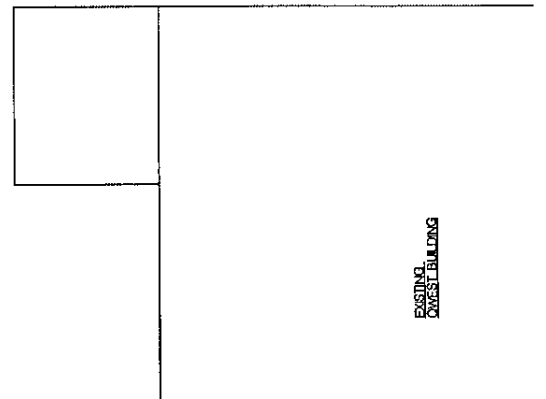
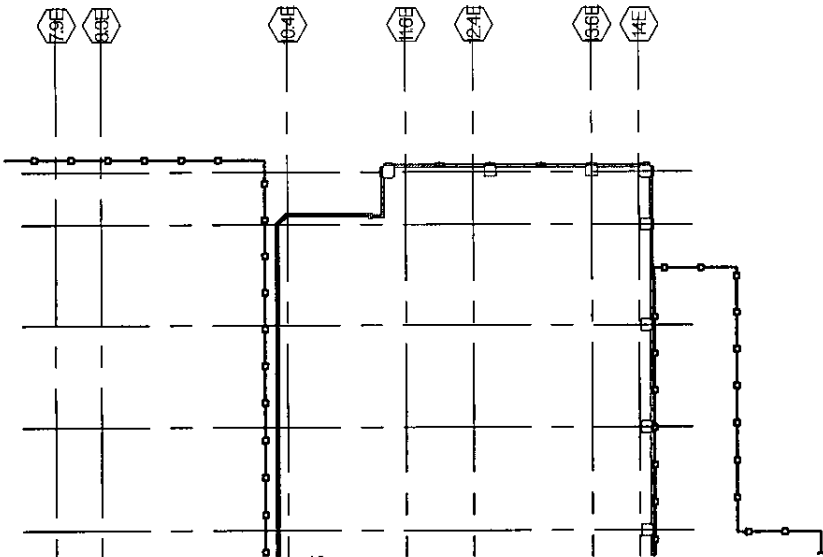


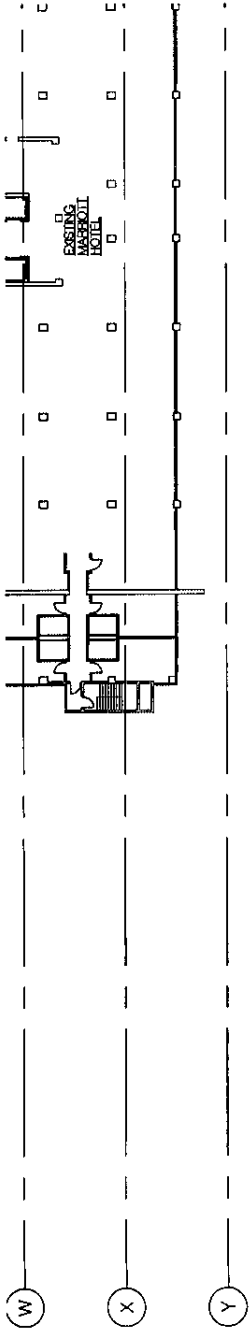




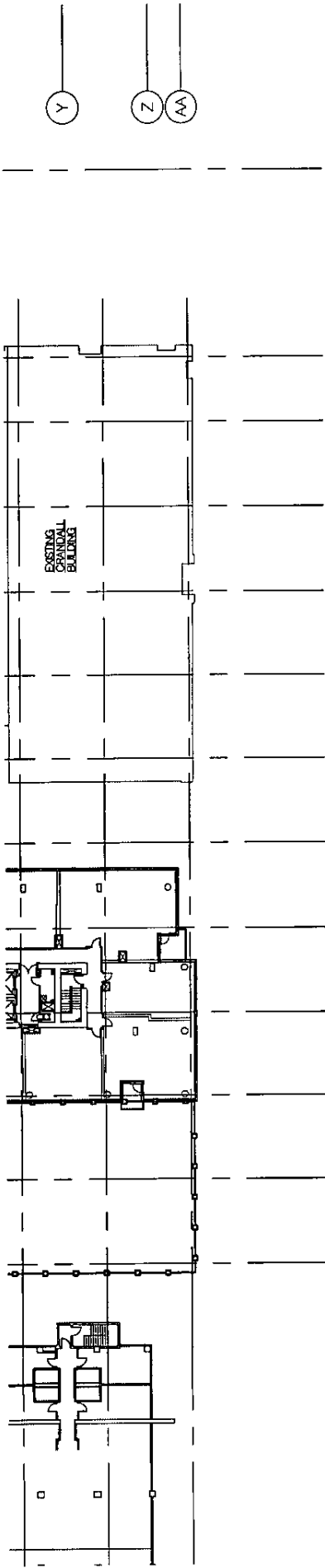
LION

A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH



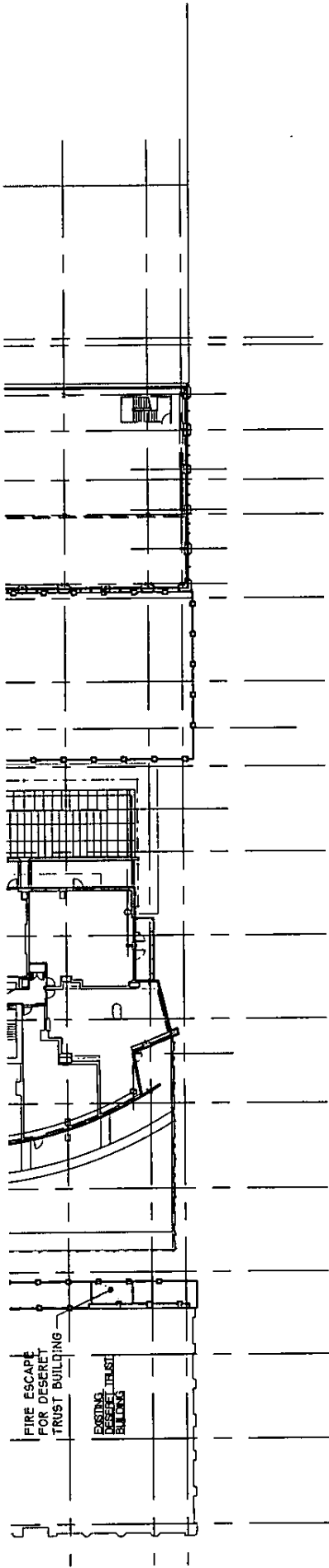


LEVEL 4



BLOCK 76

 Retail Center Easements in Tower

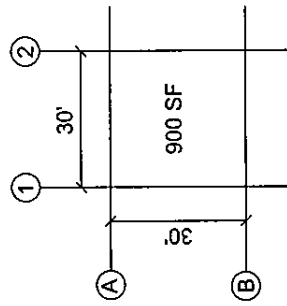


BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels

PART III: MASTER DECLARATIONS EXHIBIT - LEVEL 4

REEK CENTER



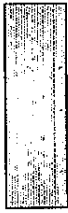
Typical Bay

*This exhibit is based u
Associates current as
other project Architect.*

Retail Center Easements in Parkin



Project Easements in Retail Center



Project Easements in Retail Center



Project Easements in Retail Center

Project Easements in Tower Retail



Areas excluded from the CCA lease



Outline of the airspace leased to C



Note: For additional rights reference Am

Note:

upon project plans by Hobbs + Black of 10/26/09 and base plans imported from s of Record current as of Oct. 23, 2009.

ing Facility Parcels for benefit of Retail Center Parcels

r for benefit of Residential Above Retail Parcels

r for benefit of Parking Facility Parcels

r for benefit of Office Buildings and Tower Parcels

I Parcels for benefit of Tower Residential Parcels

ised airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, ;

CITY CI

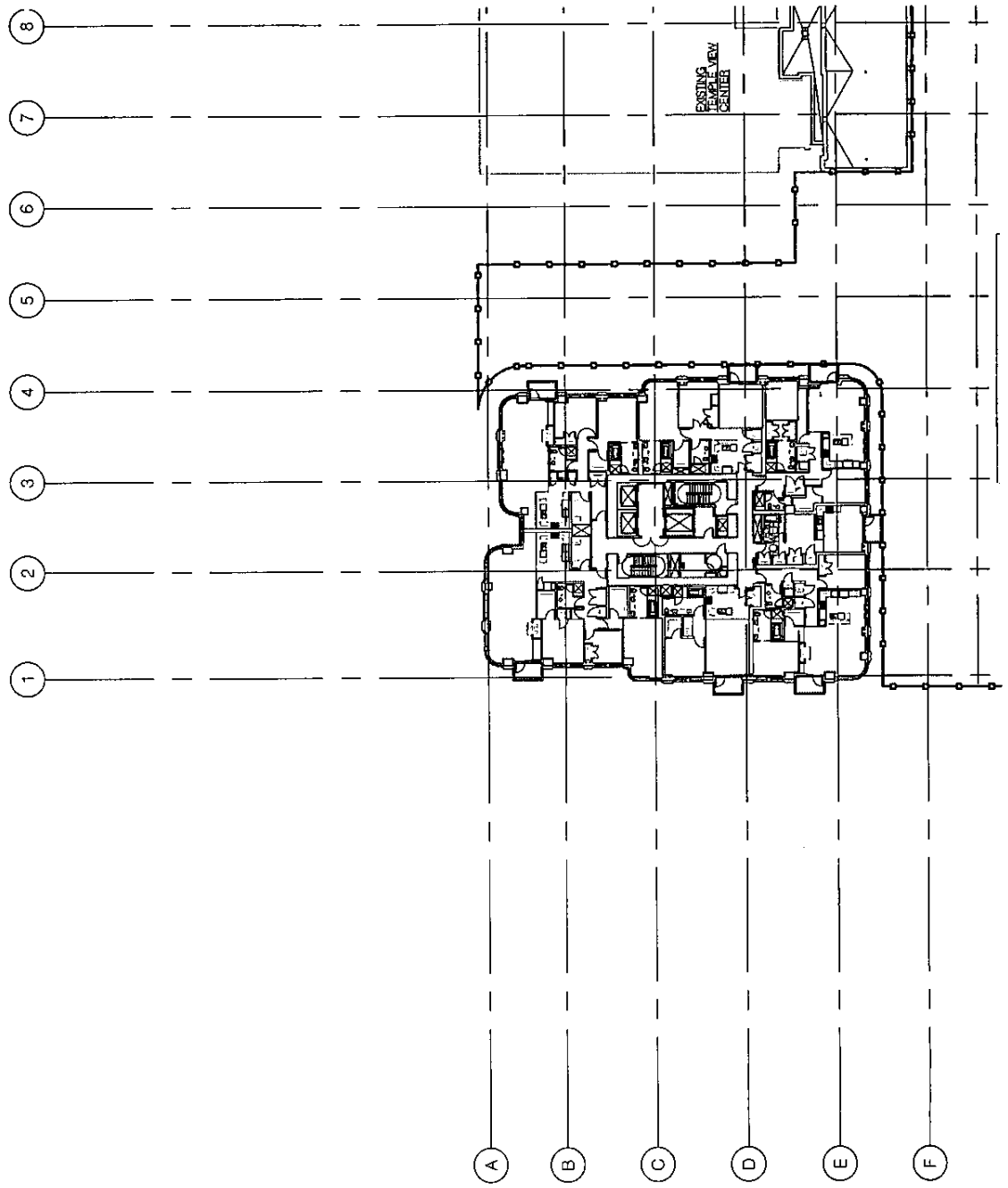
EXHIBIT B, EASEMENT

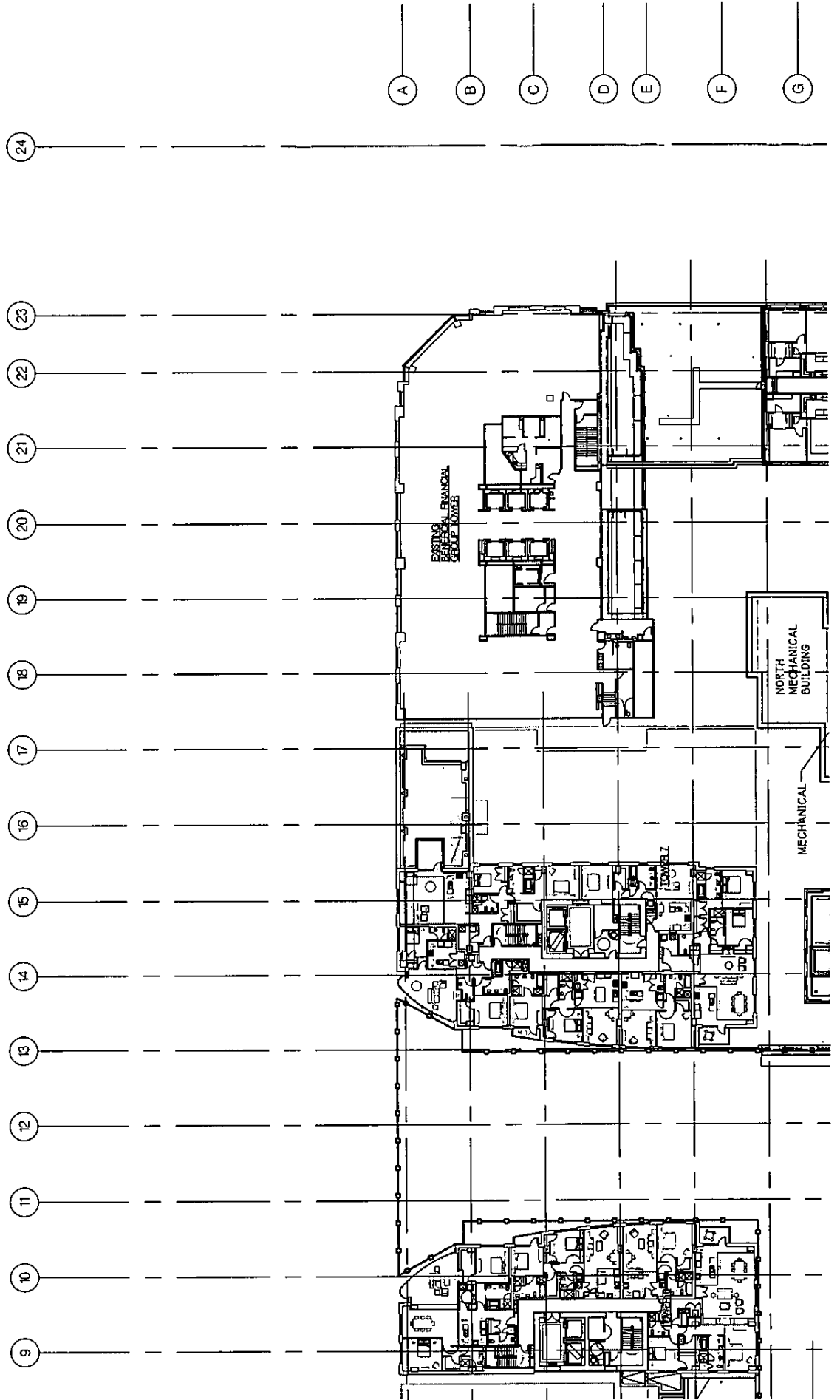
SHEET	5 OF 14
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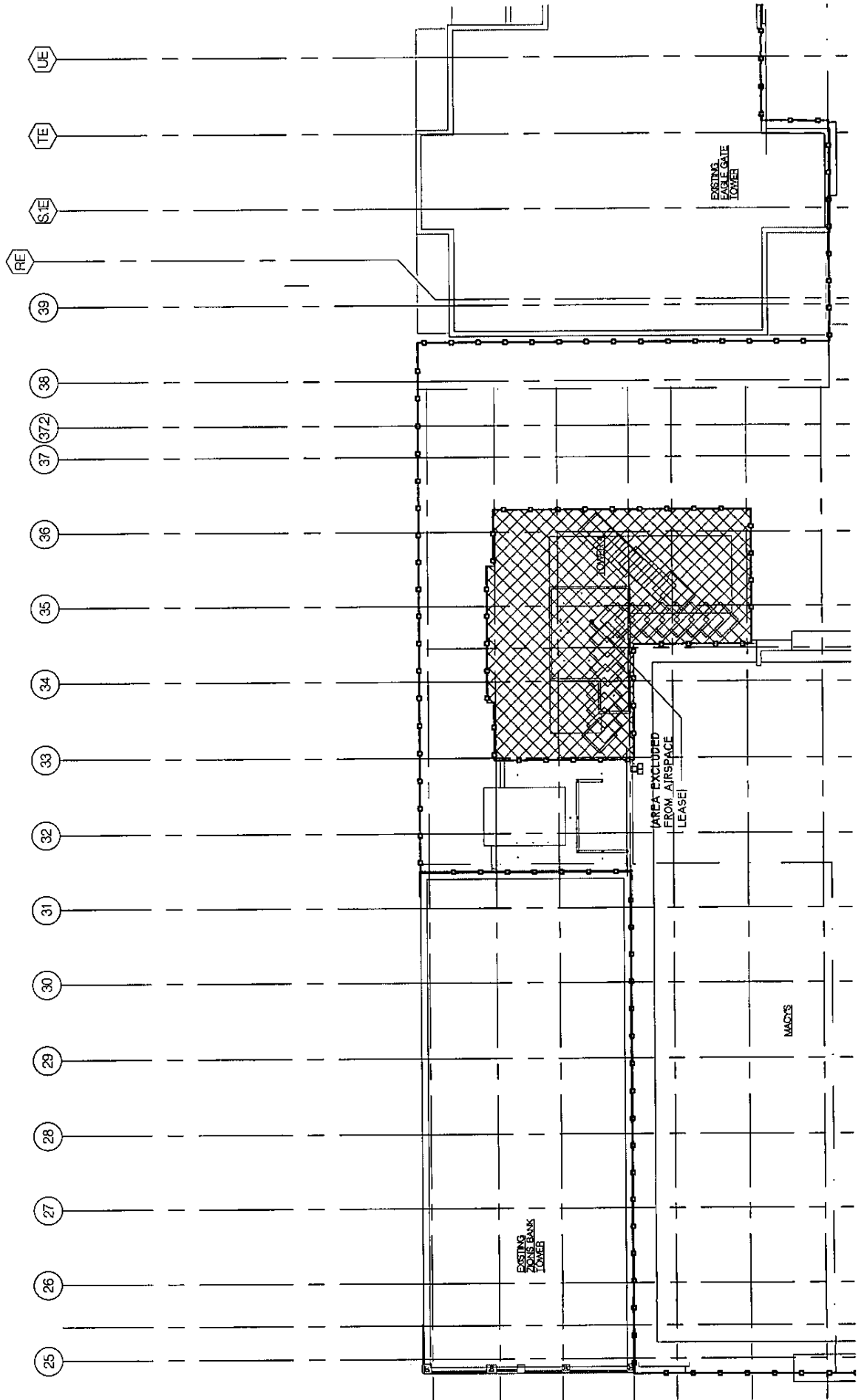
2008

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 6 of 14
(Level 5)

The following 16 pages comprise Sheet 6 of the
Easements Exhibit





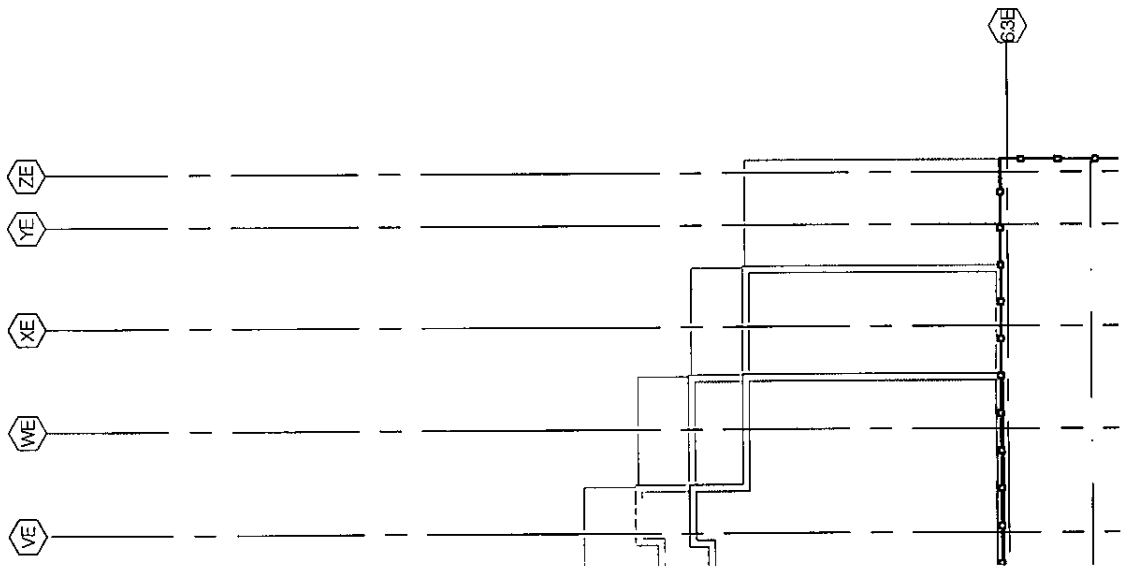




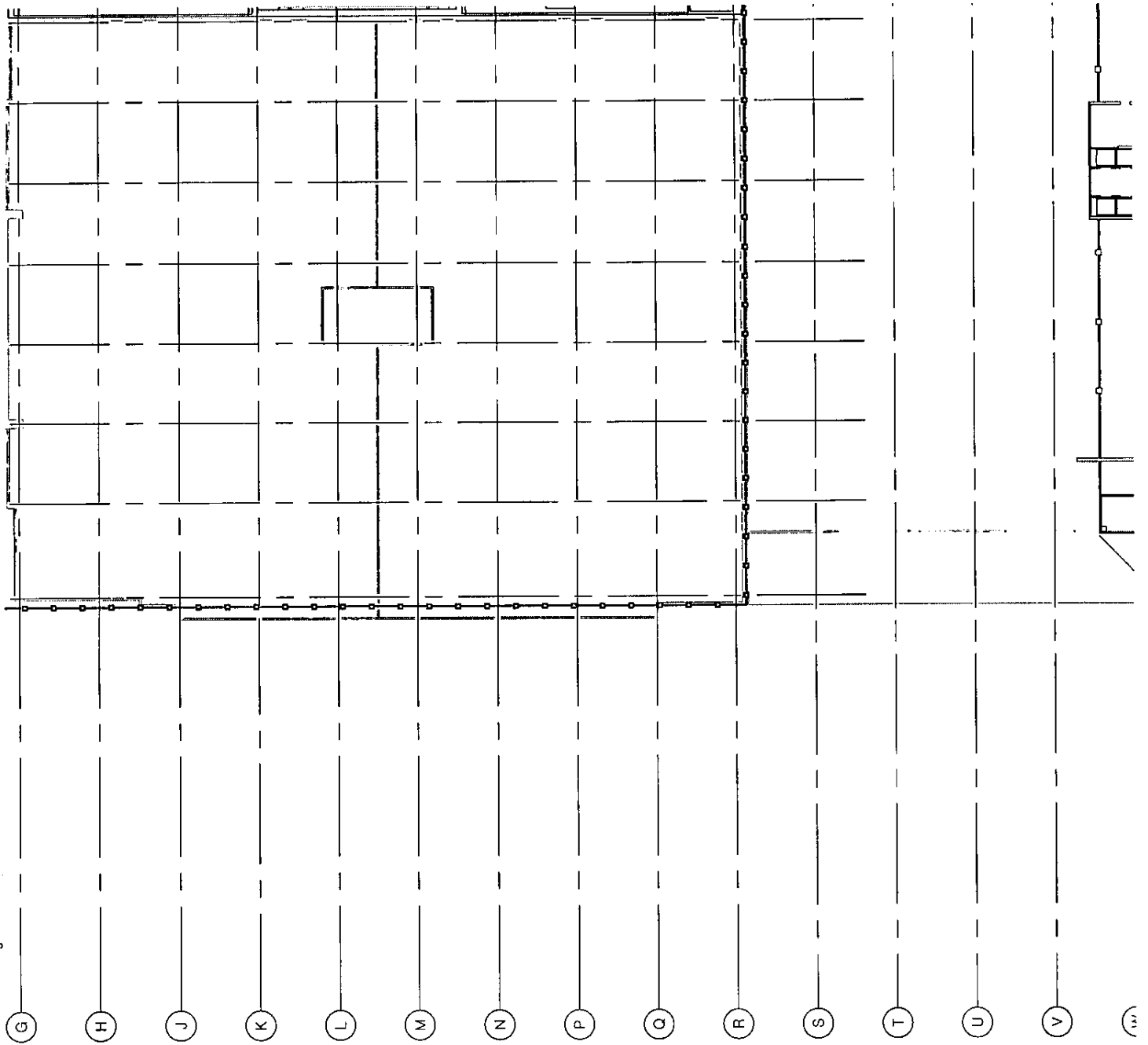
200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

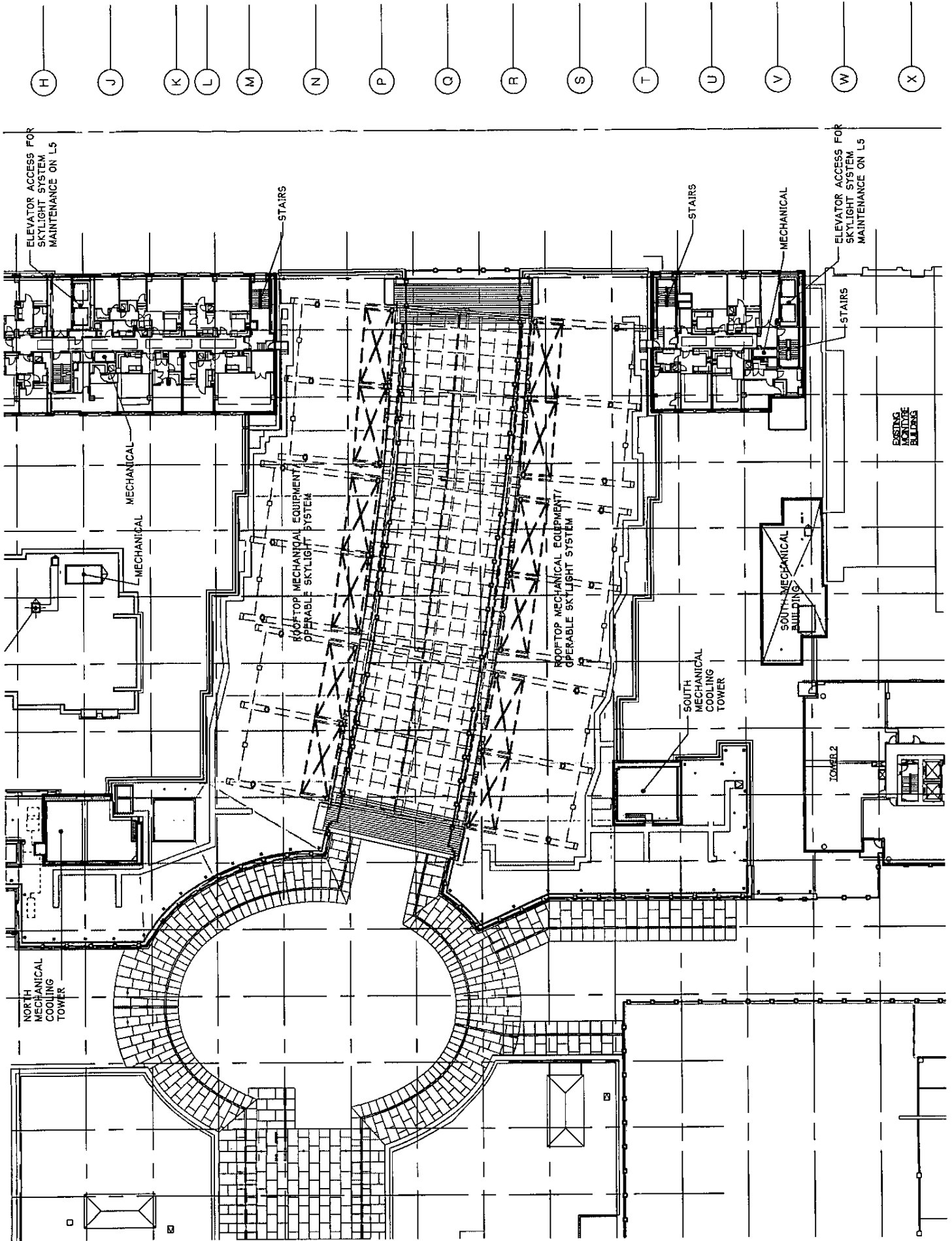
Taubman

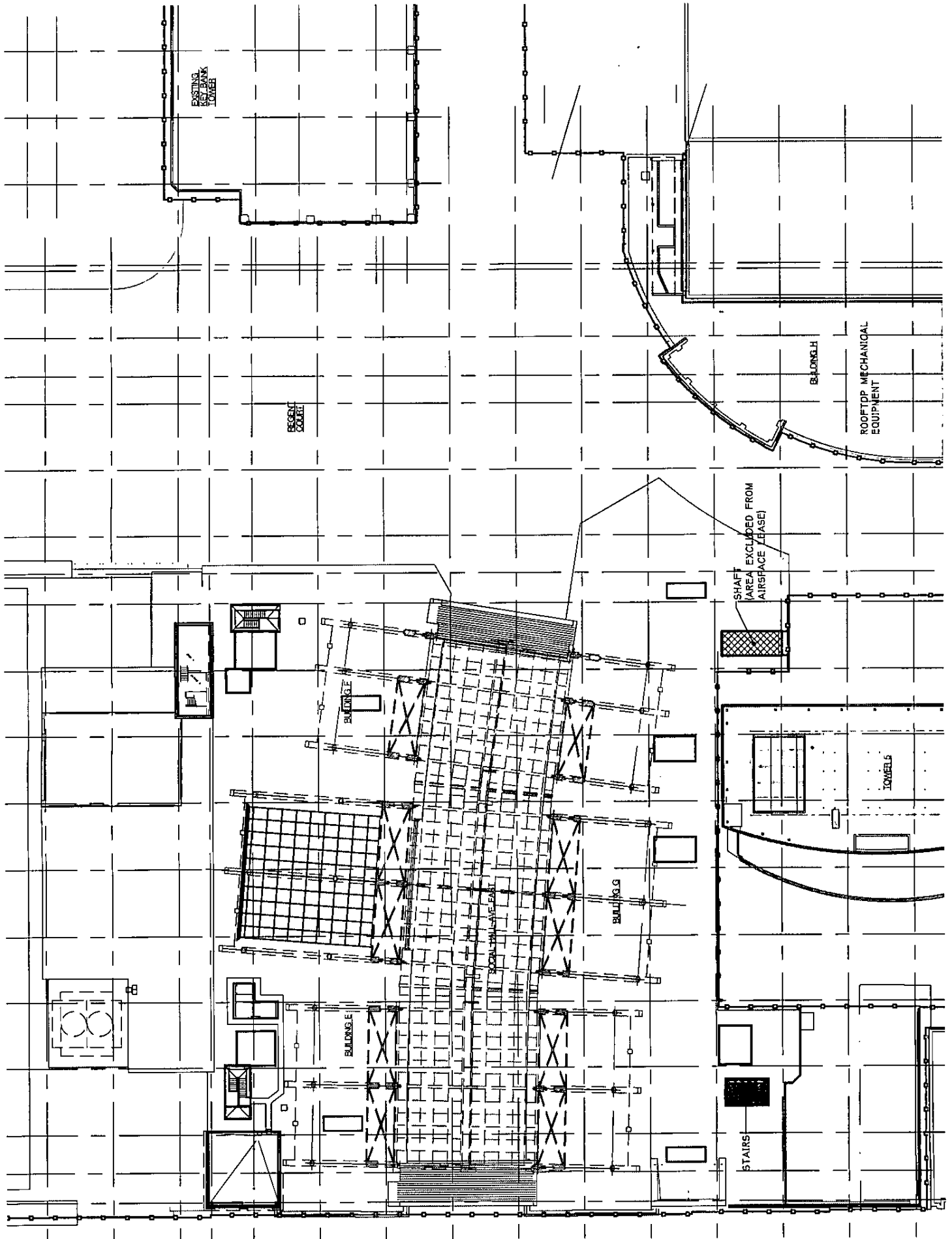
Revision:
ISSUE 10/28/09



BK 9796 PG 4559

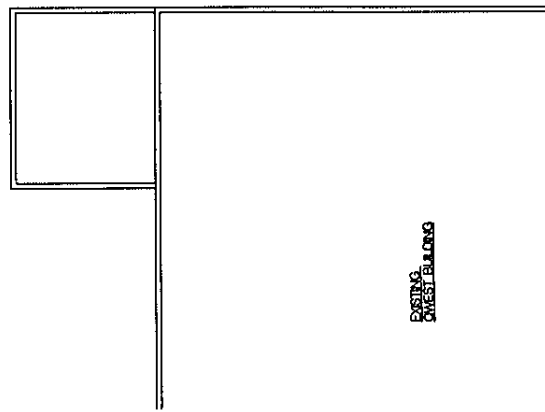
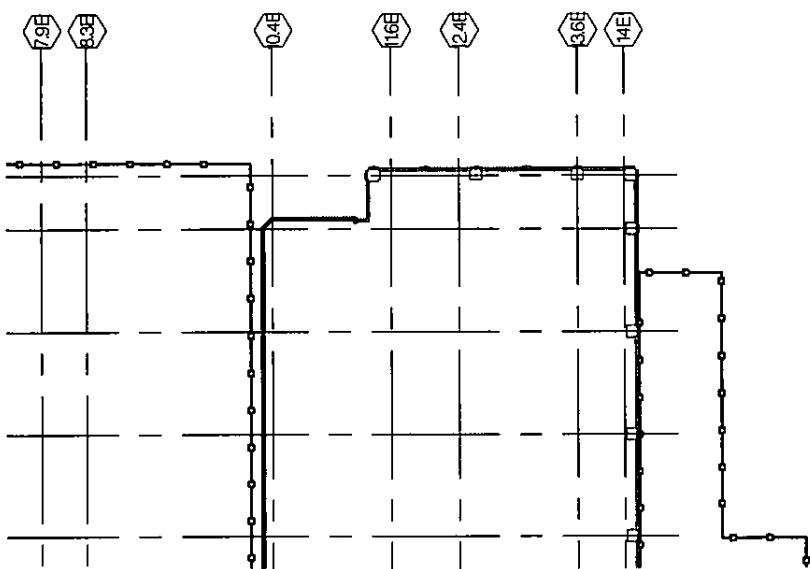


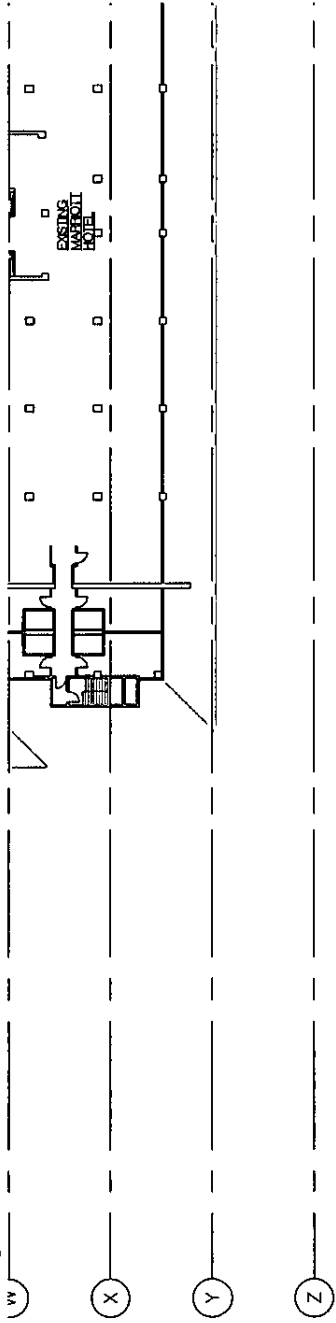




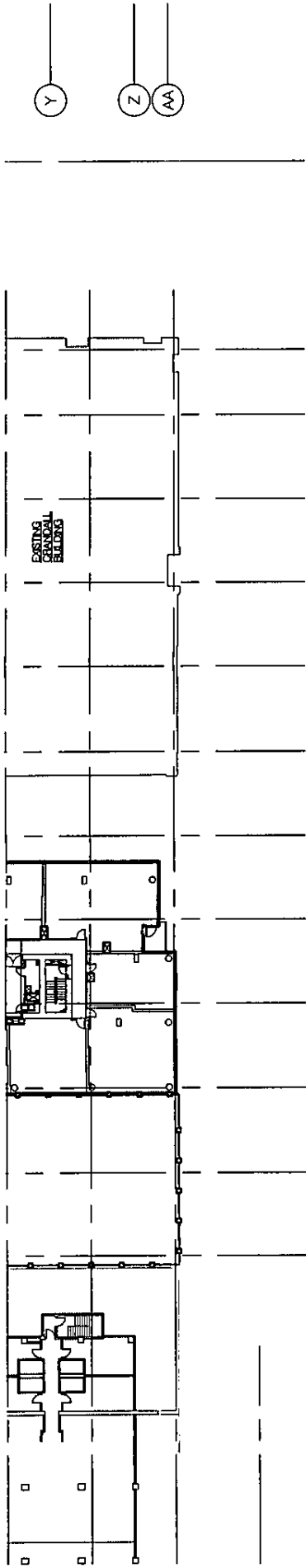
A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

Exhibit B, Part III Easements Exhibit - Level 5 Page 8 of 16





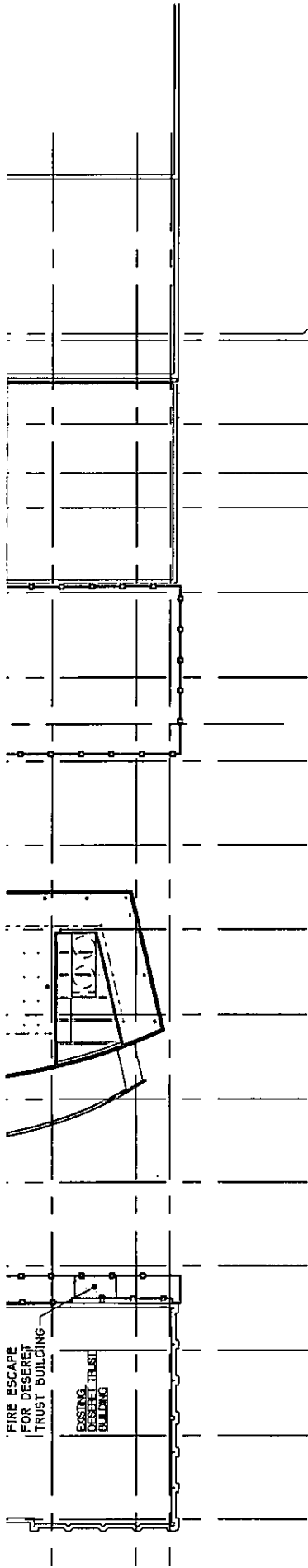
LEVEL 5



BLOCK 76



Retail Center Easements in Tower

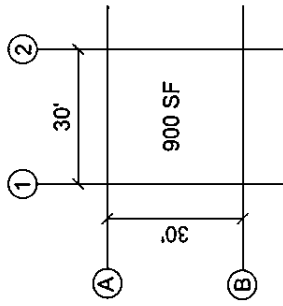


BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels

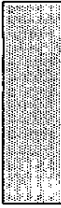
PART III: MASTER DECLARATIONS EXHIBIT - LEVEL 5

WEEK CENTER





Typical Bay


*This exhibit is based on
Associates current as
other project Architect*

 Retail Center Easements in Parkir


 Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Tower Retai

 Areas excluded from the CCA leas

 Outline of the airspace leased to C

Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
plans of Record current as of Oct. 23, 2009.*

ing Facility Parcels for benefit of Retail Center Parcels

for benefit of Residential Above Retail Parcels

for benefit of Parking Facility Parcels

for benefit of Office Buildings and Tower Parcels

il Parcels for benefit of Tower Residential Parcels

sed airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4,

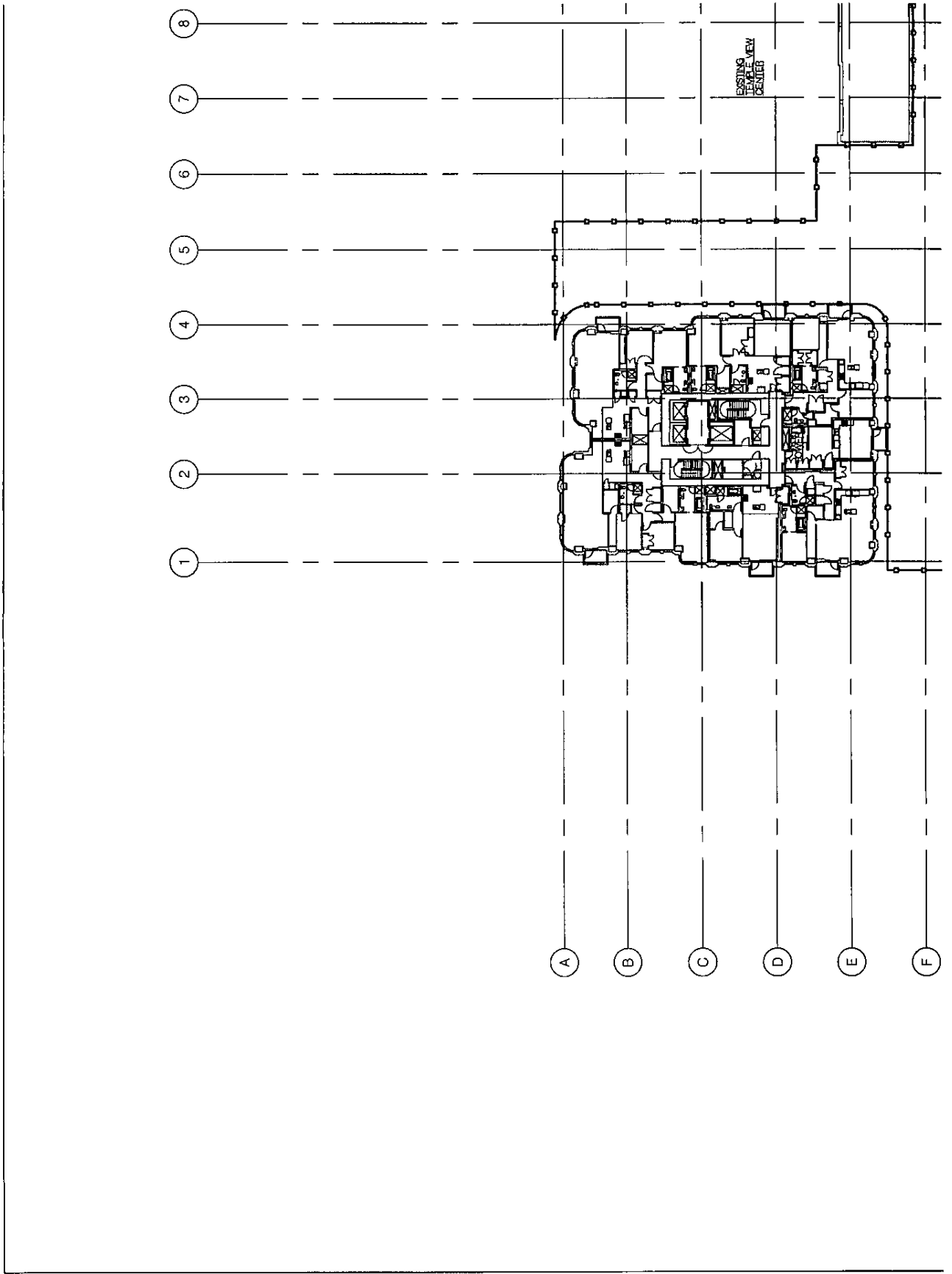
CITY CR EXHIBIT B, EASEMENT

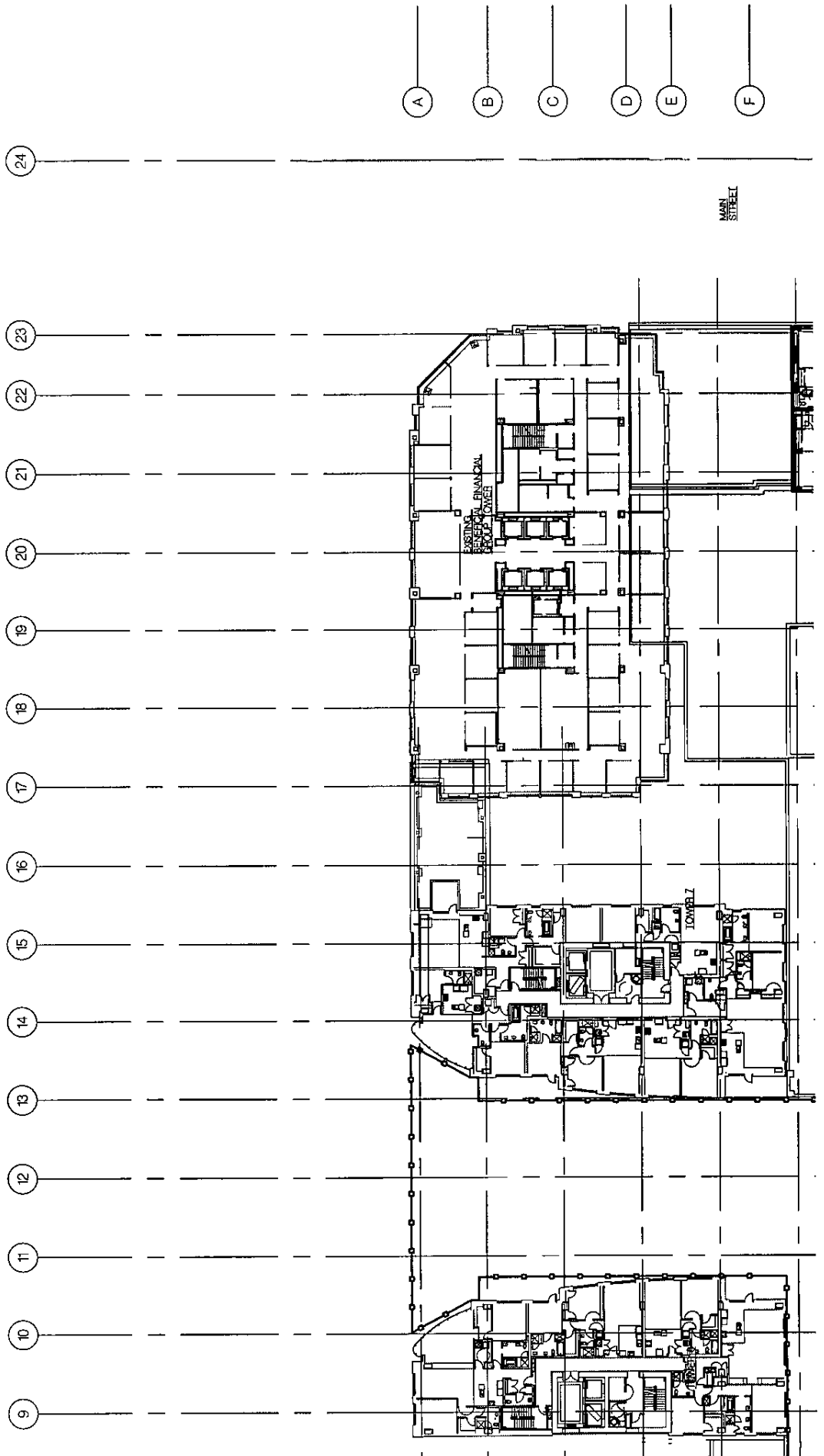
SHEET	6 OF 14
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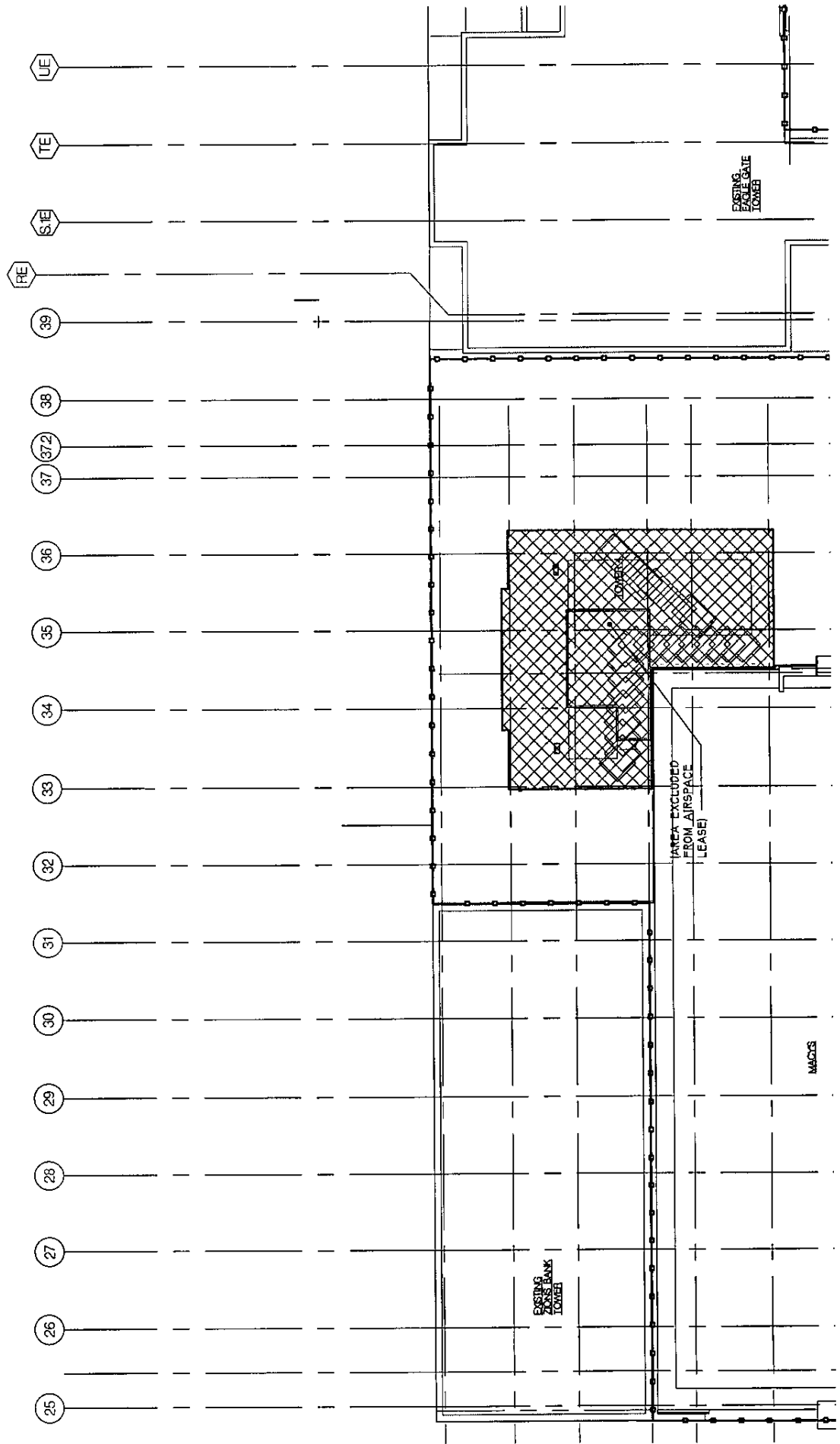
2008


Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 7 of 14
(Level 6)

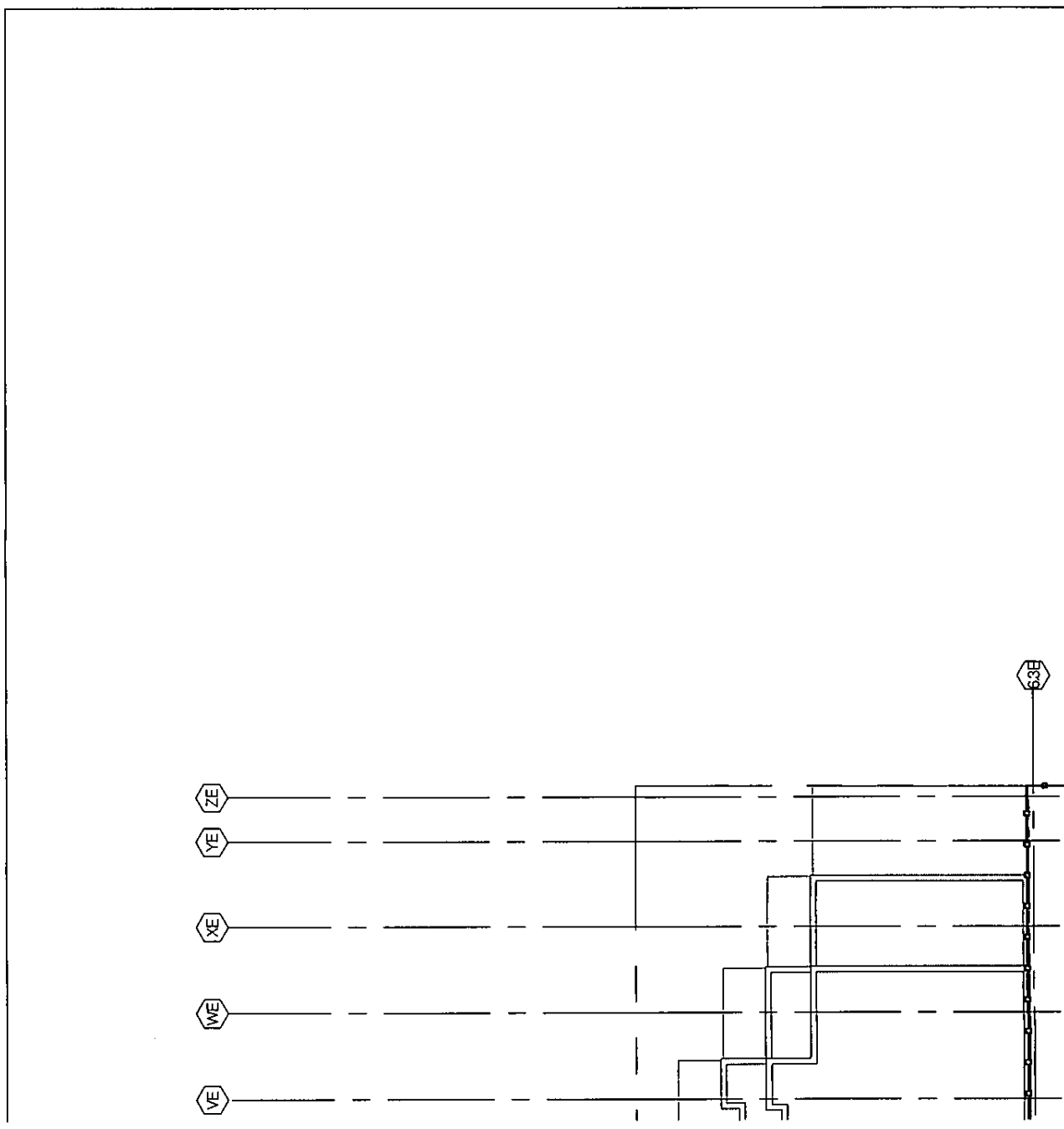
The following 16 pages comprise Sheet 7 of the
Easements Exhibit

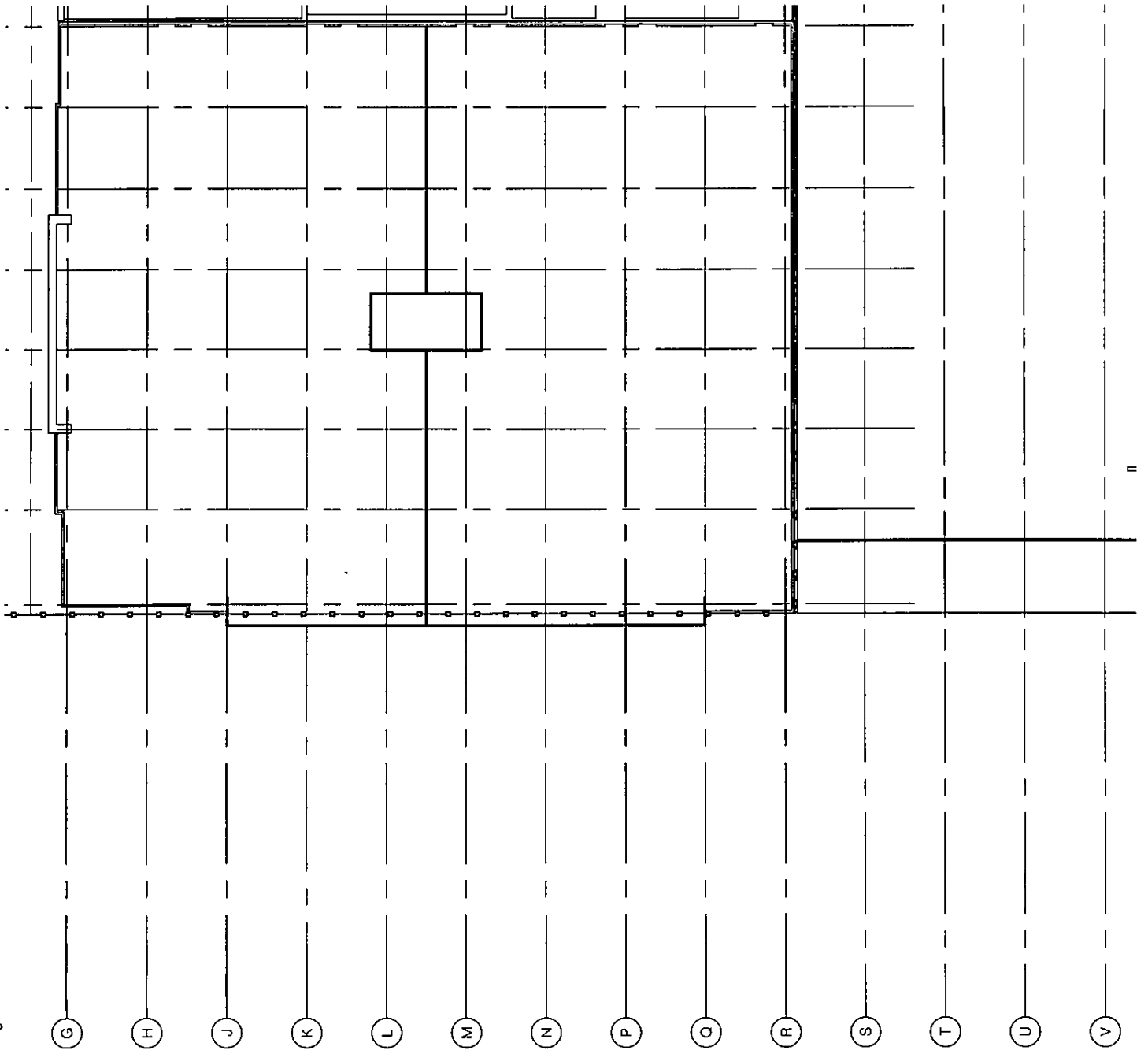


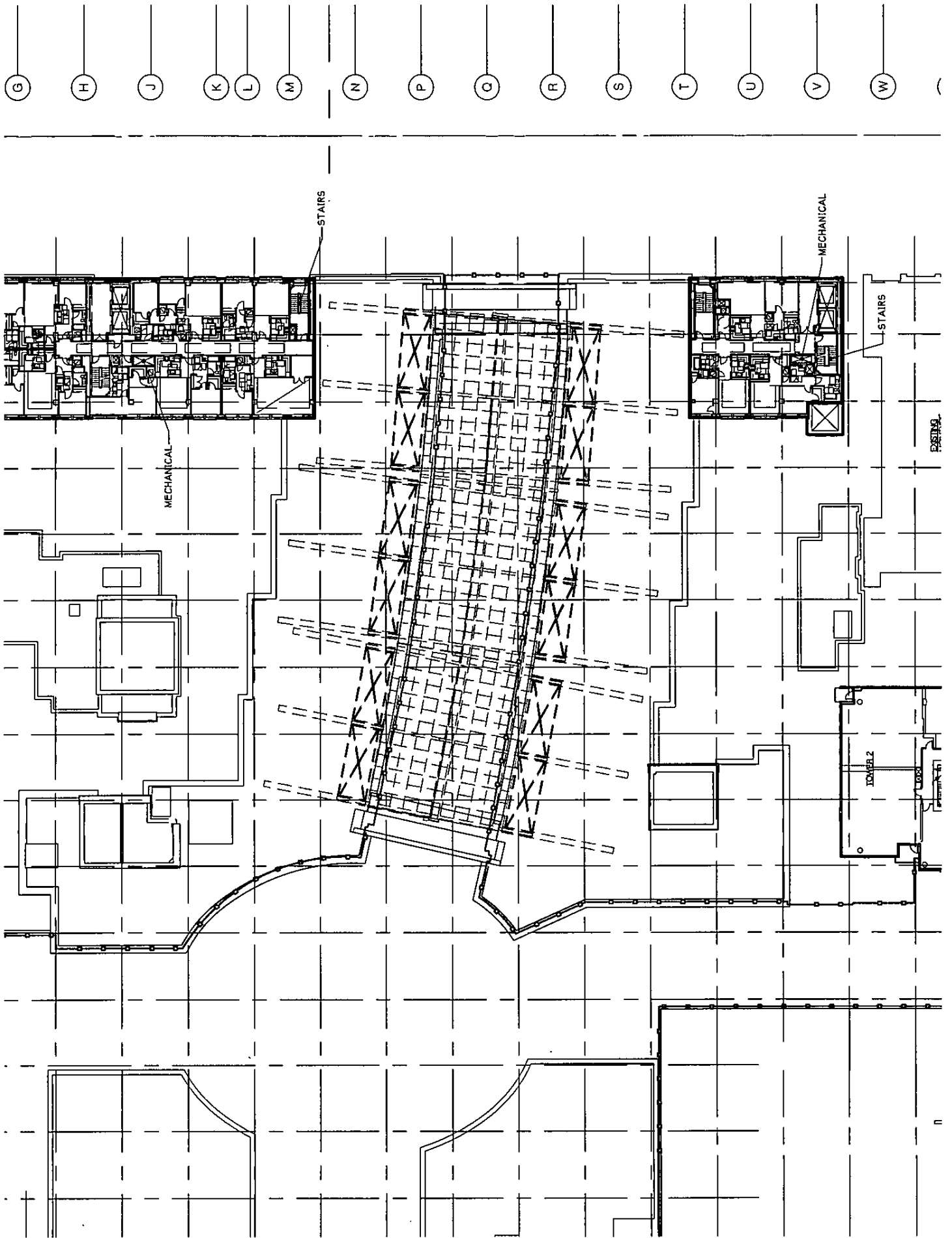


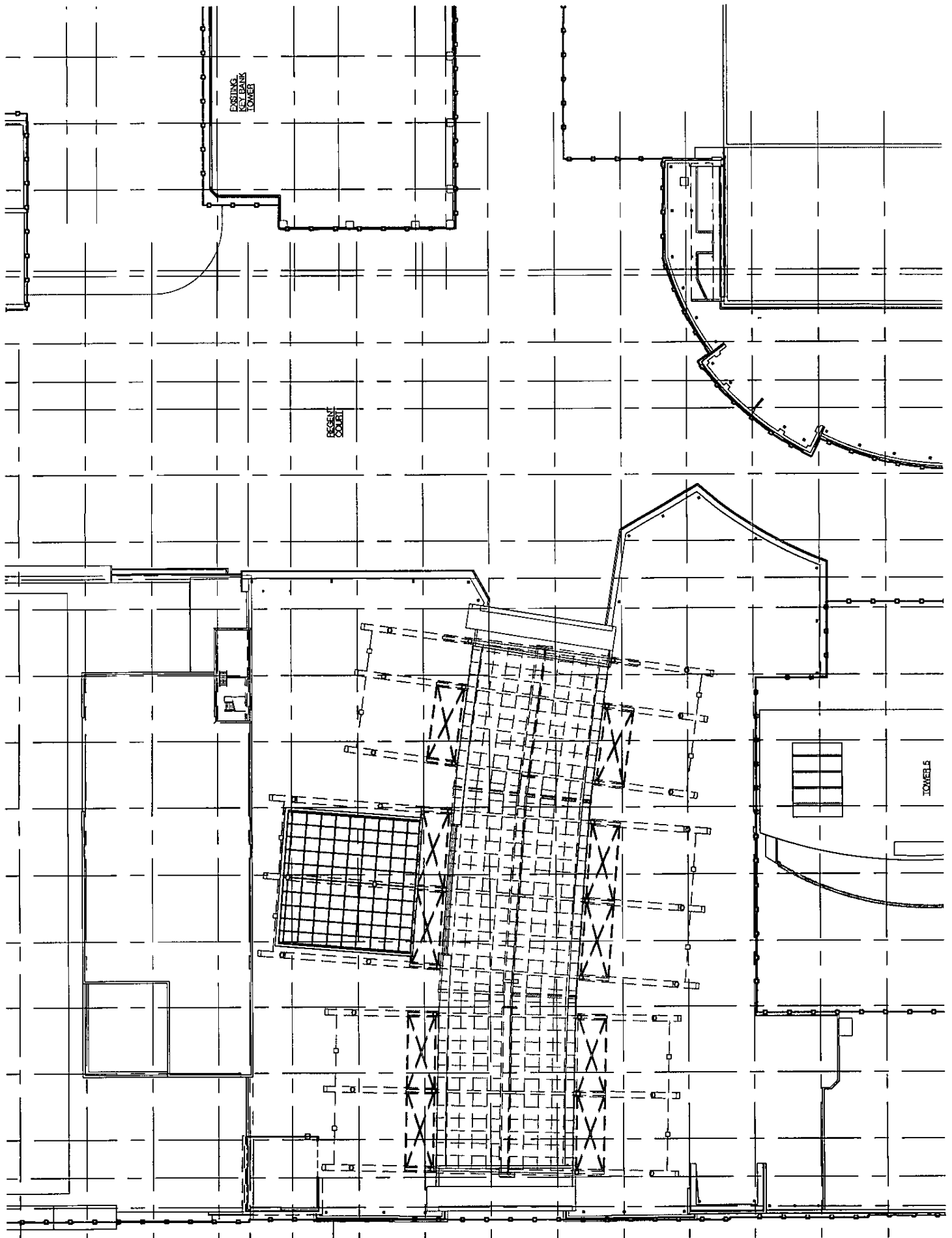


 <p>Taubman 200 E. LONG LAKE ROAD BLOOMFIELD HILLS, MI 48303-0200</p>	<p>Revision: ISSUE 10/28/09</p>
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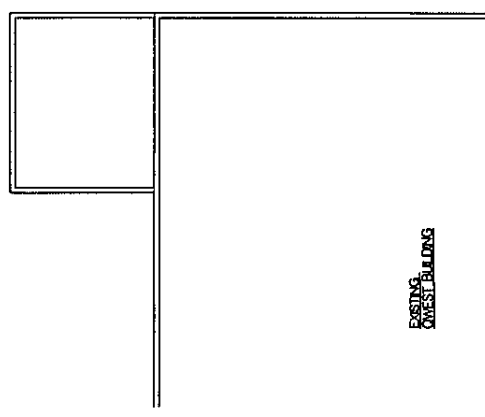
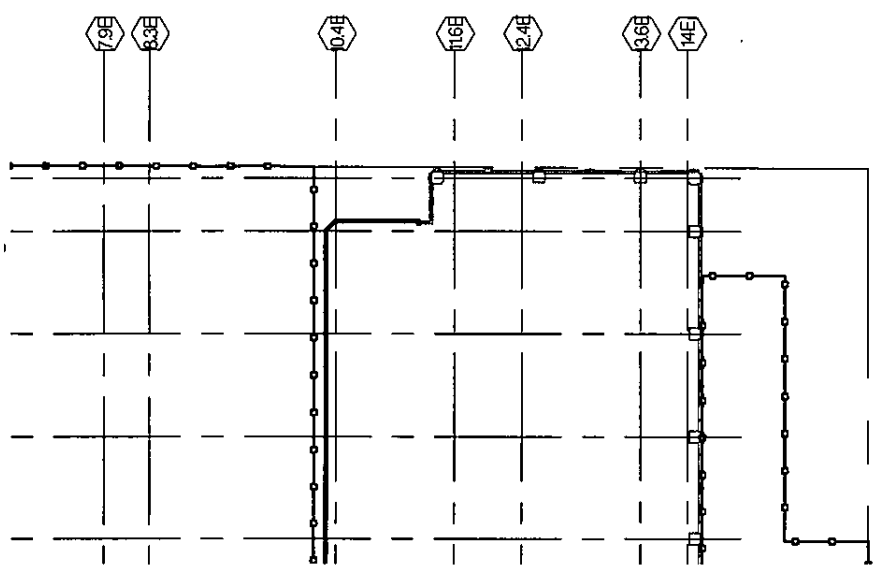




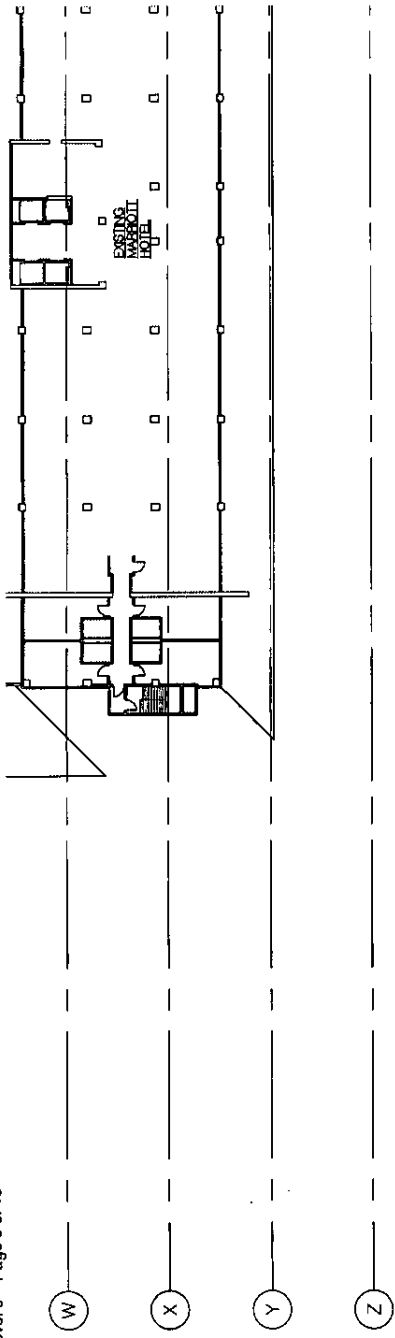
NO

A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

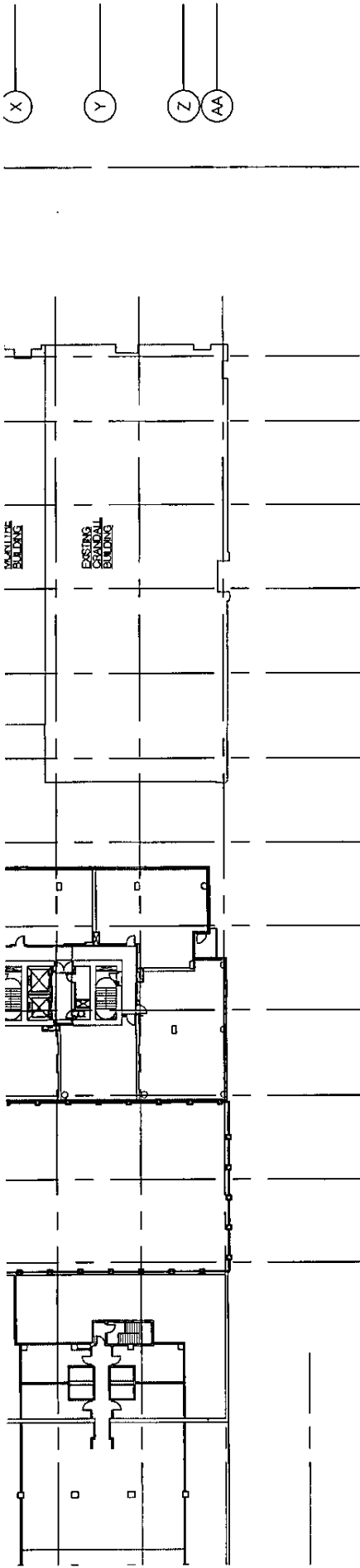
Exhibit B, Part III Easements Exhibit - Level 16 Page 12 of 16



EXISTING
CORE BUILDING



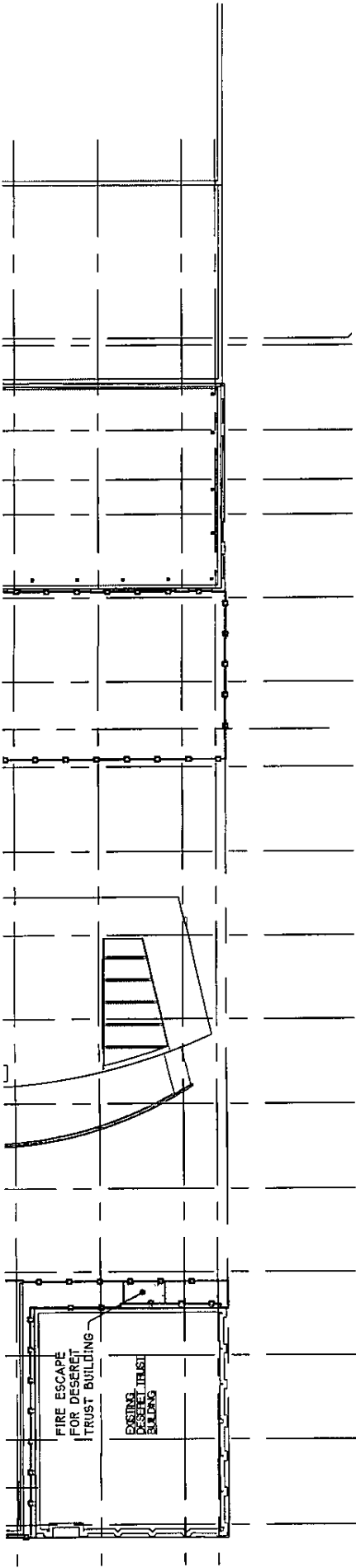
LEVEL 6



BLOCK 76

Retail Center Easements in Tower

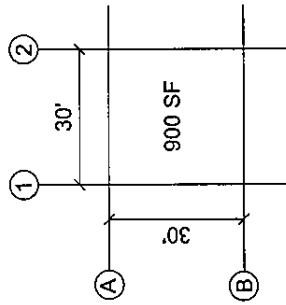




BLOCK 75


PART III: MASTER DECLARATIONS EXHIBIT - LEVEL 6


ECK CENTER




Typical Bay


*This exhibit is based u
Associates current as
other project Architect.*

 Retail Center Easements in Parkin


 Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Tower Retai

 Areas excluded from the CCA leas

 Outline of the airspace leased to C

Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.*

ing Facility Parcels for benefit of Retail Center Parcels

r for benefit of Residential Above Retail Parcels

r for benefit of Parking Facility Parcels

r for benefit of Office Buildings and Tower Parcels

I Parcels for benefit of Tower Residential Parcels

ied airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, ;

CITY CR

EXHIBIT B, I

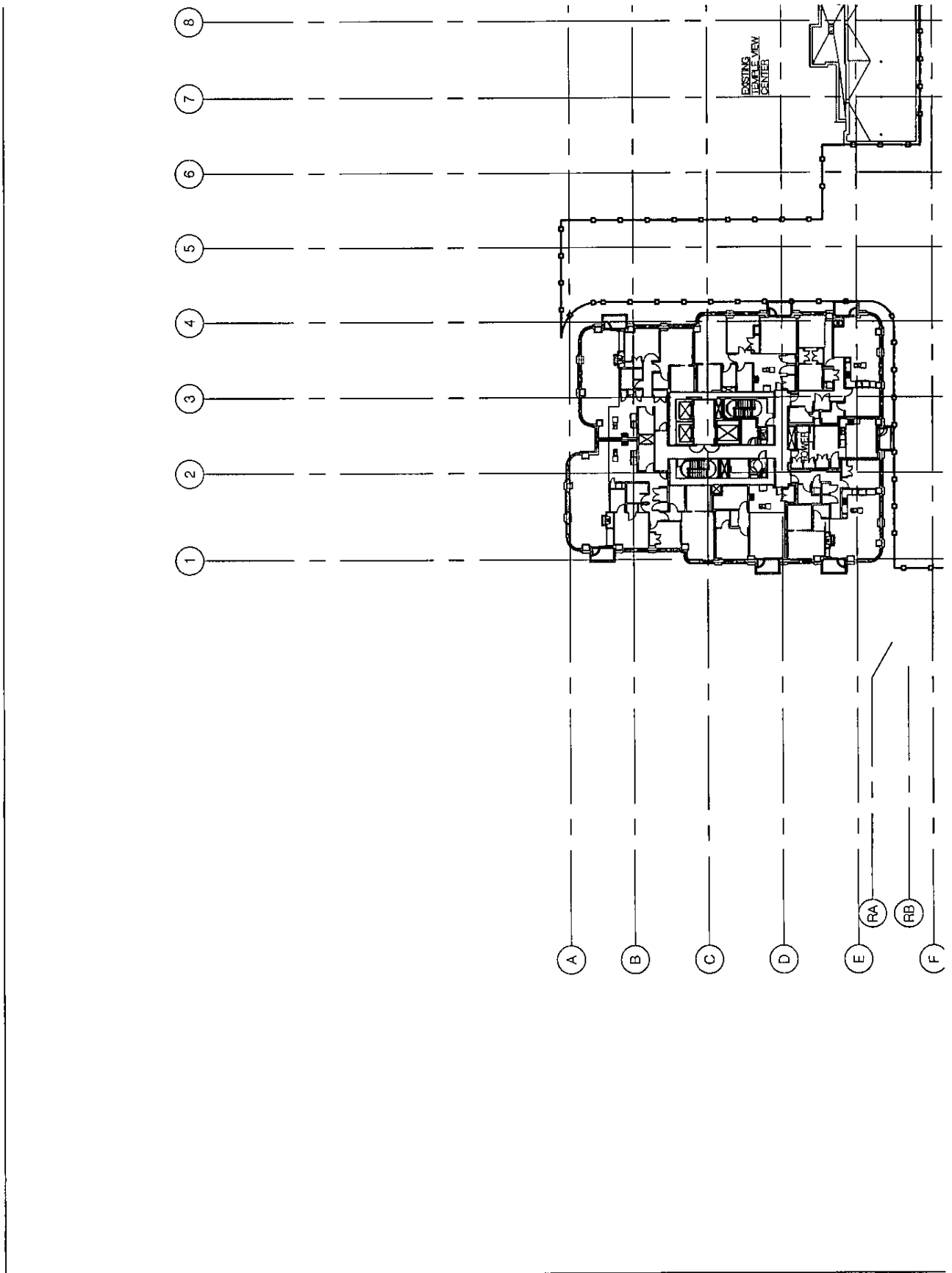
EASEMENT

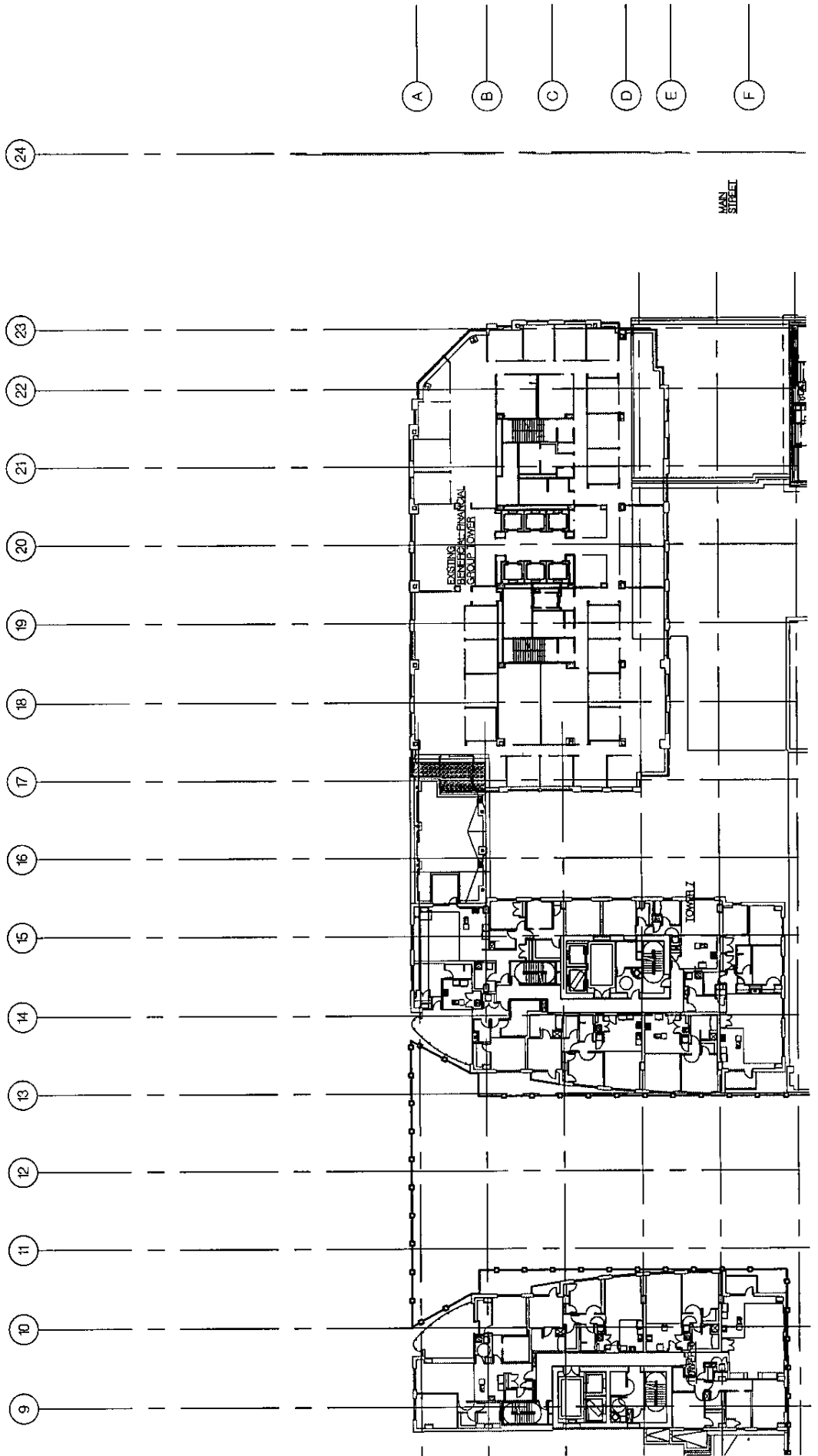
SHEET	7 OF 14
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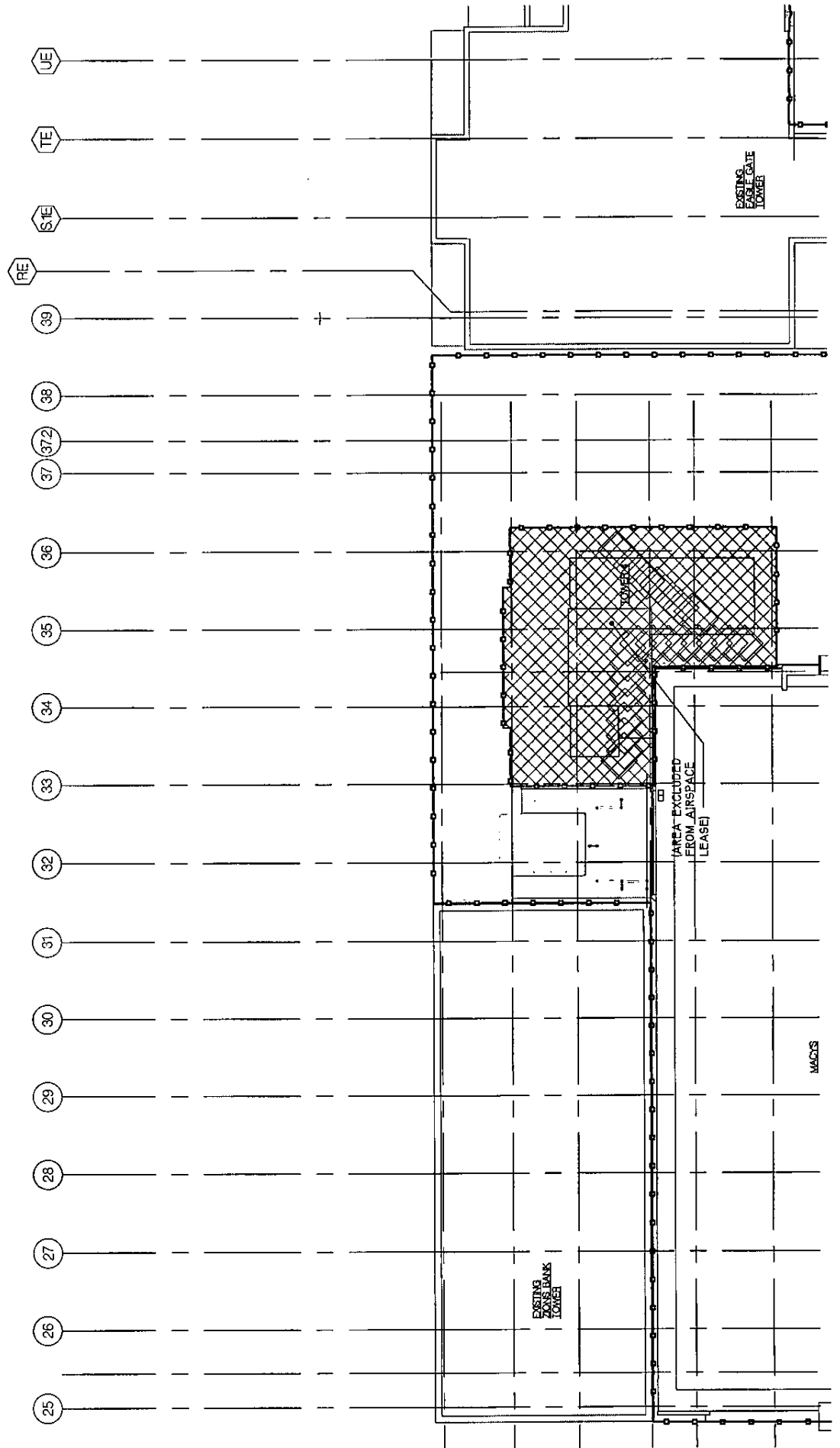
2008

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 8 of 14
(Level 7)

The following 16 pages comprise Sheet 8 of the
Easements Exhibit





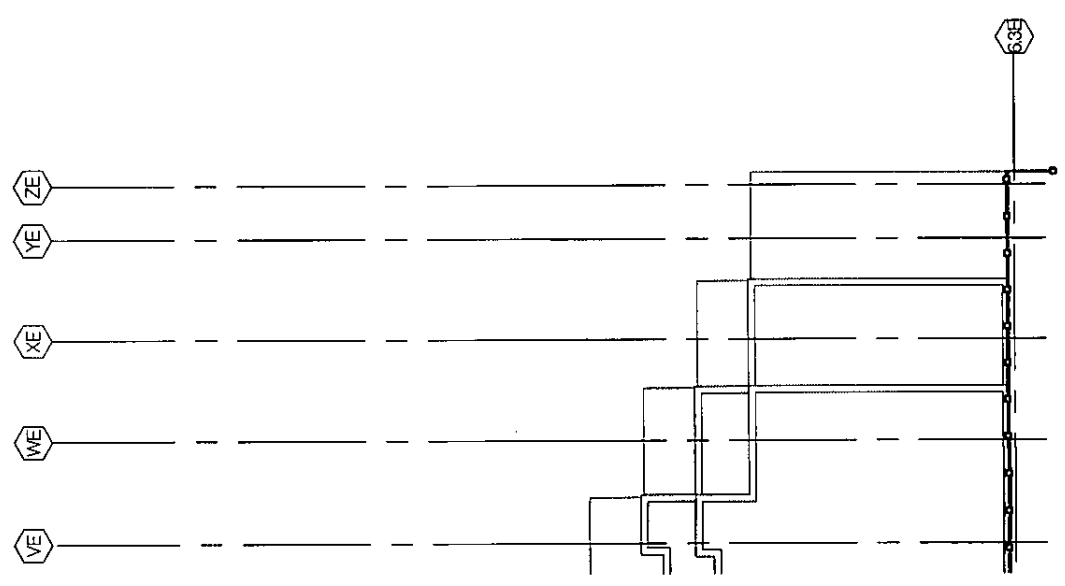


Revision:
ISSUE 10/28/09

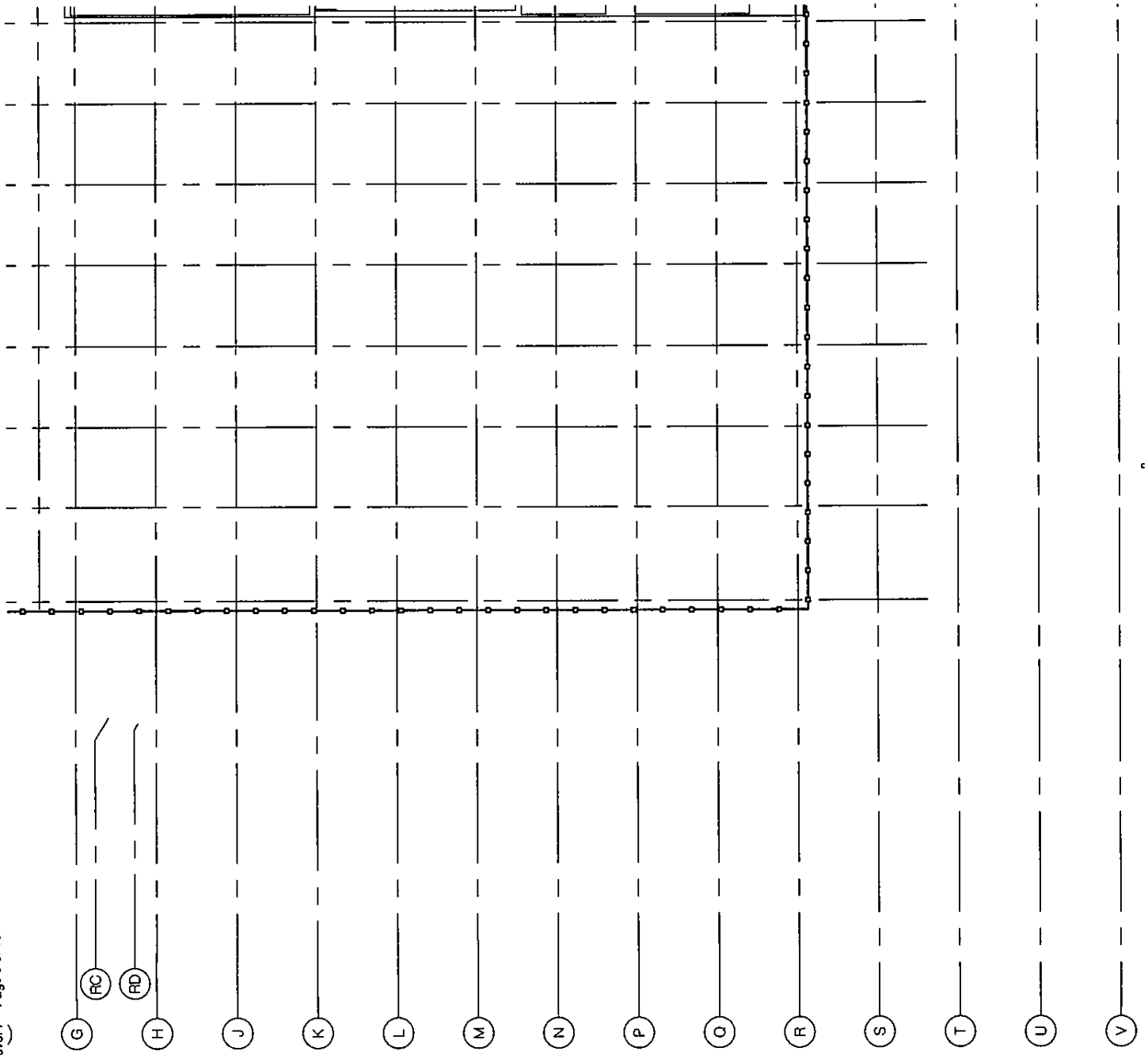


Taubman

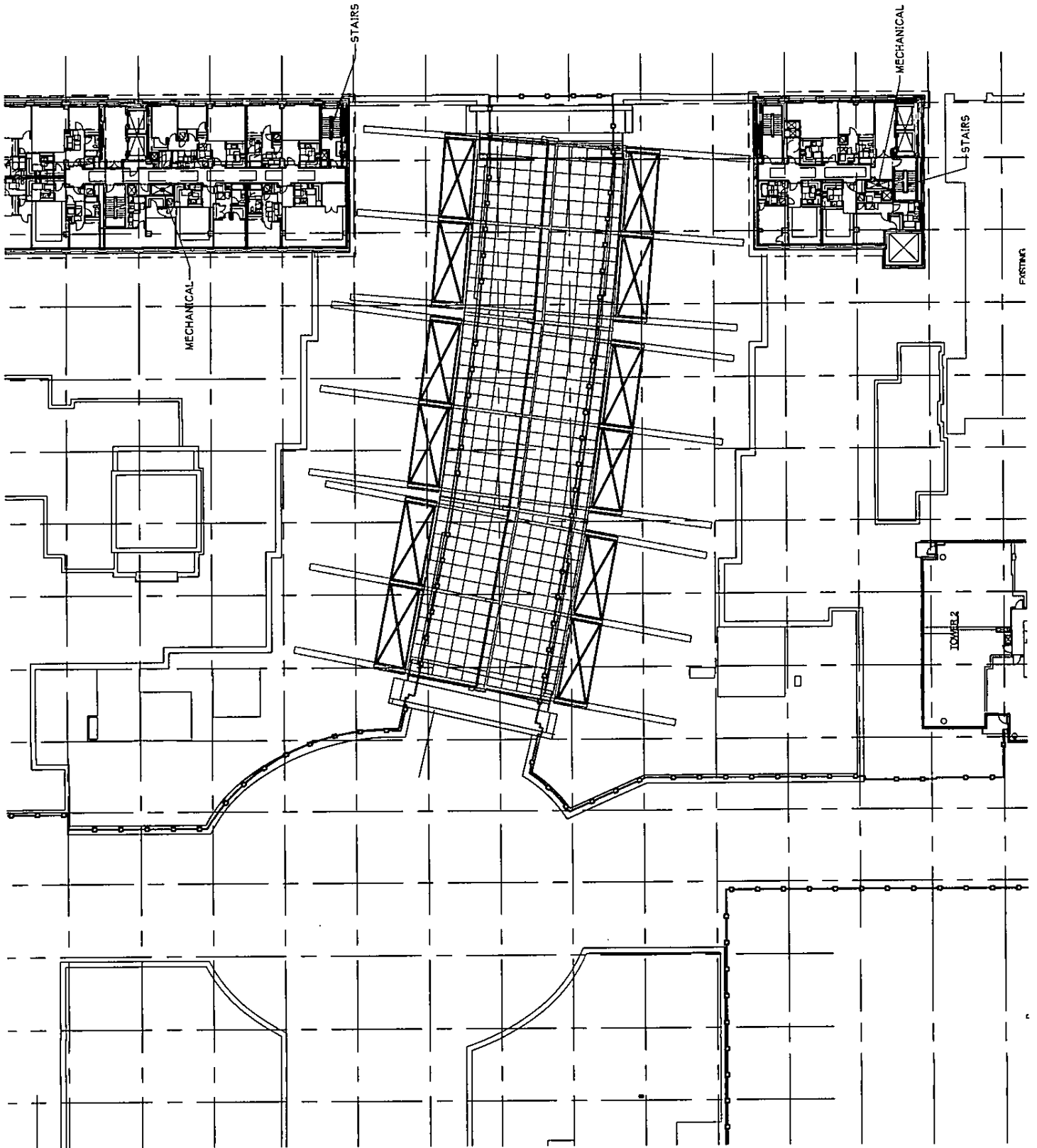
200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

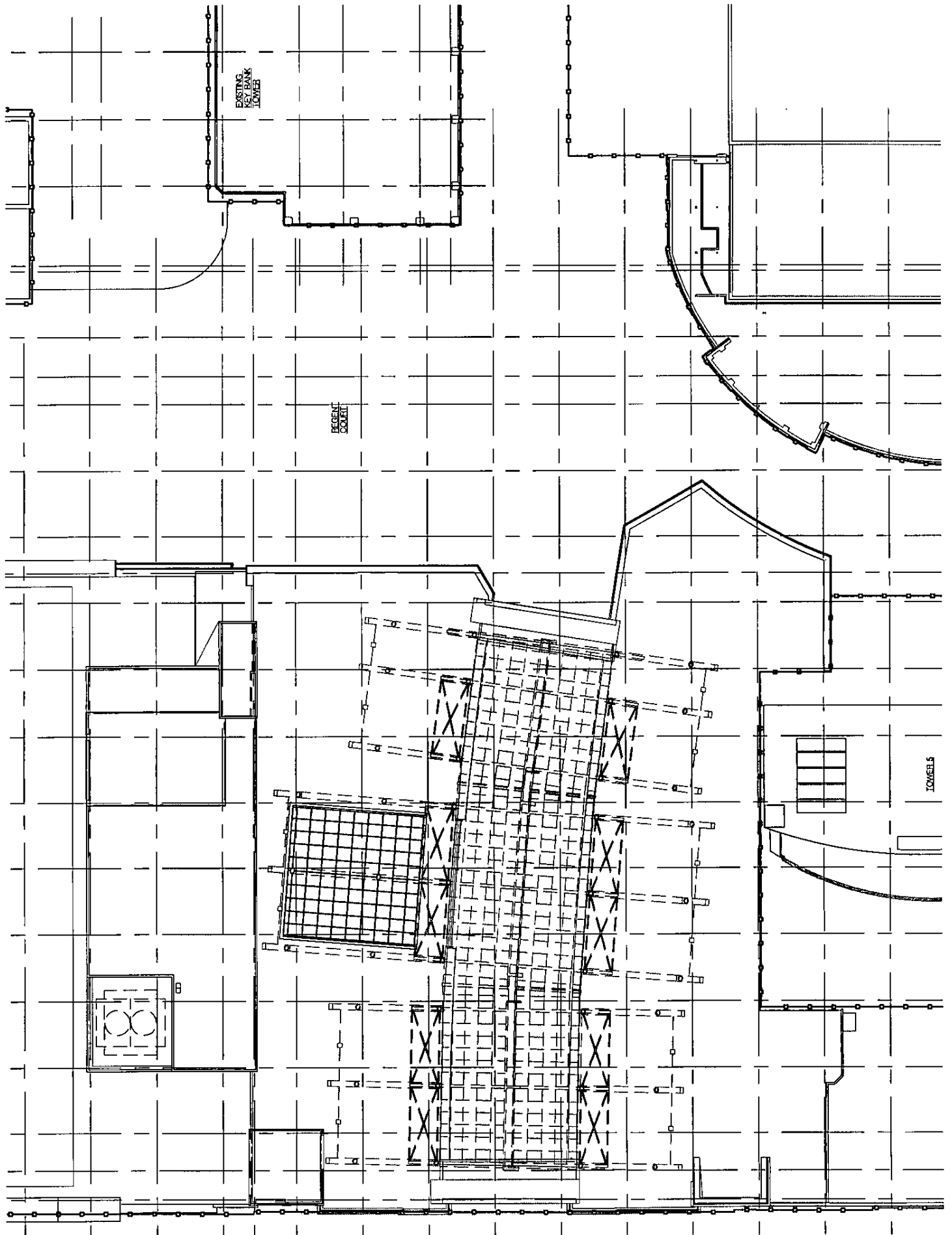


BK 9796 PG 4593



G H J K L M N P O R S T U V W

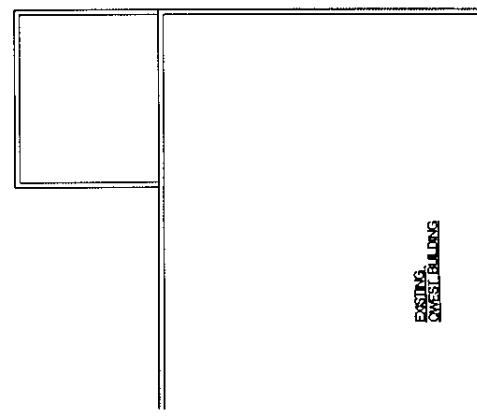
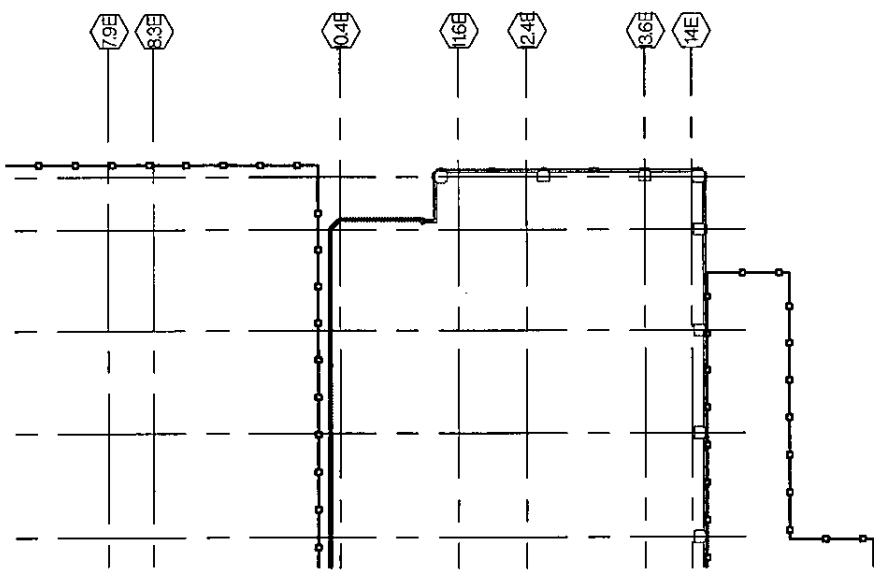


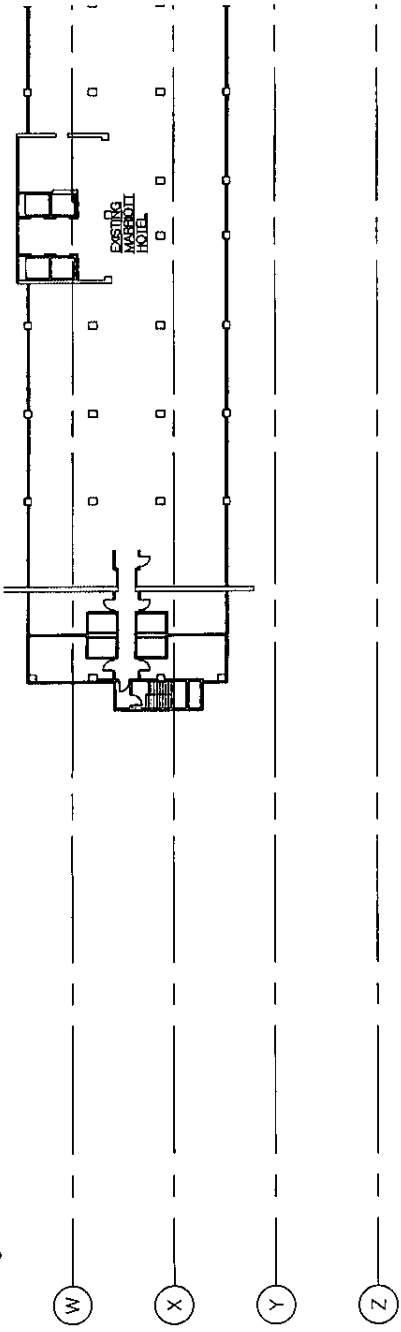


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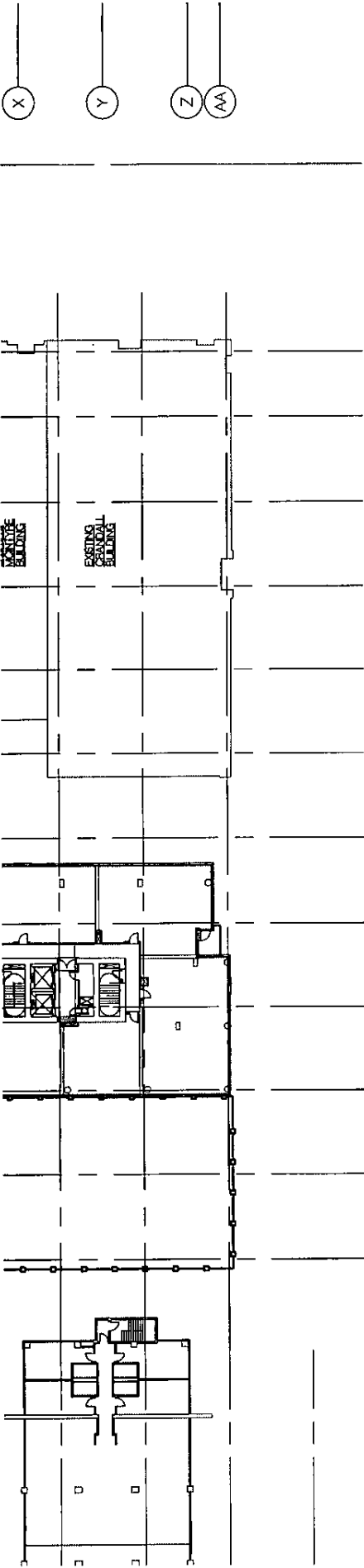
A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

Exhibit B, Part III Easements Exhibit - Level 7 Page 8 of 16

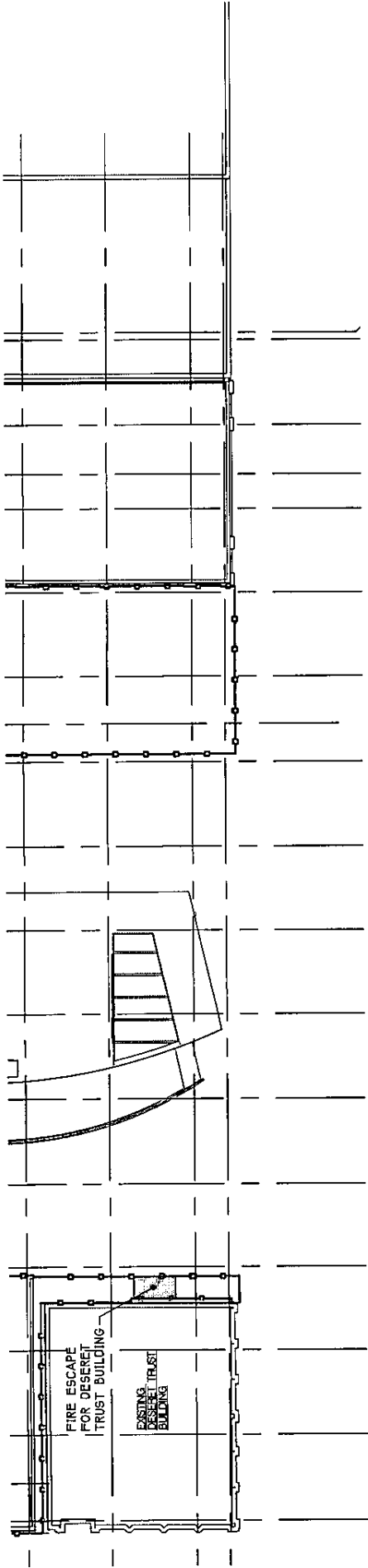




LEVEL 7



BLOCK 76

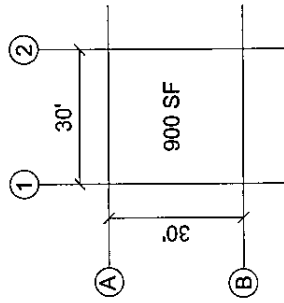


BLOCK 75

S EXHIBIT - LEVEL 7



PART III: MASTER DECLARATI


EEK CENTER



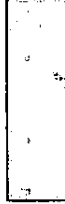
Typical Bay


This exhibit is based on Associates current as other project Architect


 Retail Center Easements in Parkir


 Project Easements in Retail Cente

Project Easements in Retail Cente

 Project Easements in Retail Cente

 Project Easements in Tower Retai

 Areas excluded from the CCA leas

 Outline of the airspace leased to C

Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
's of Record current as of Oct. 23, 2009.*

ing Facility Parcels for benefit of Retail Center Parcels

for benefit of Residential Above Retail Parcels

for benefit of Parking Facility Parcels

for benefit of Office Buildings and Tower Parcels

Parcels for benefit of Tower Residential Parcels

sed airspace

:CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4,

CITY CR

EXHIBIT B, I

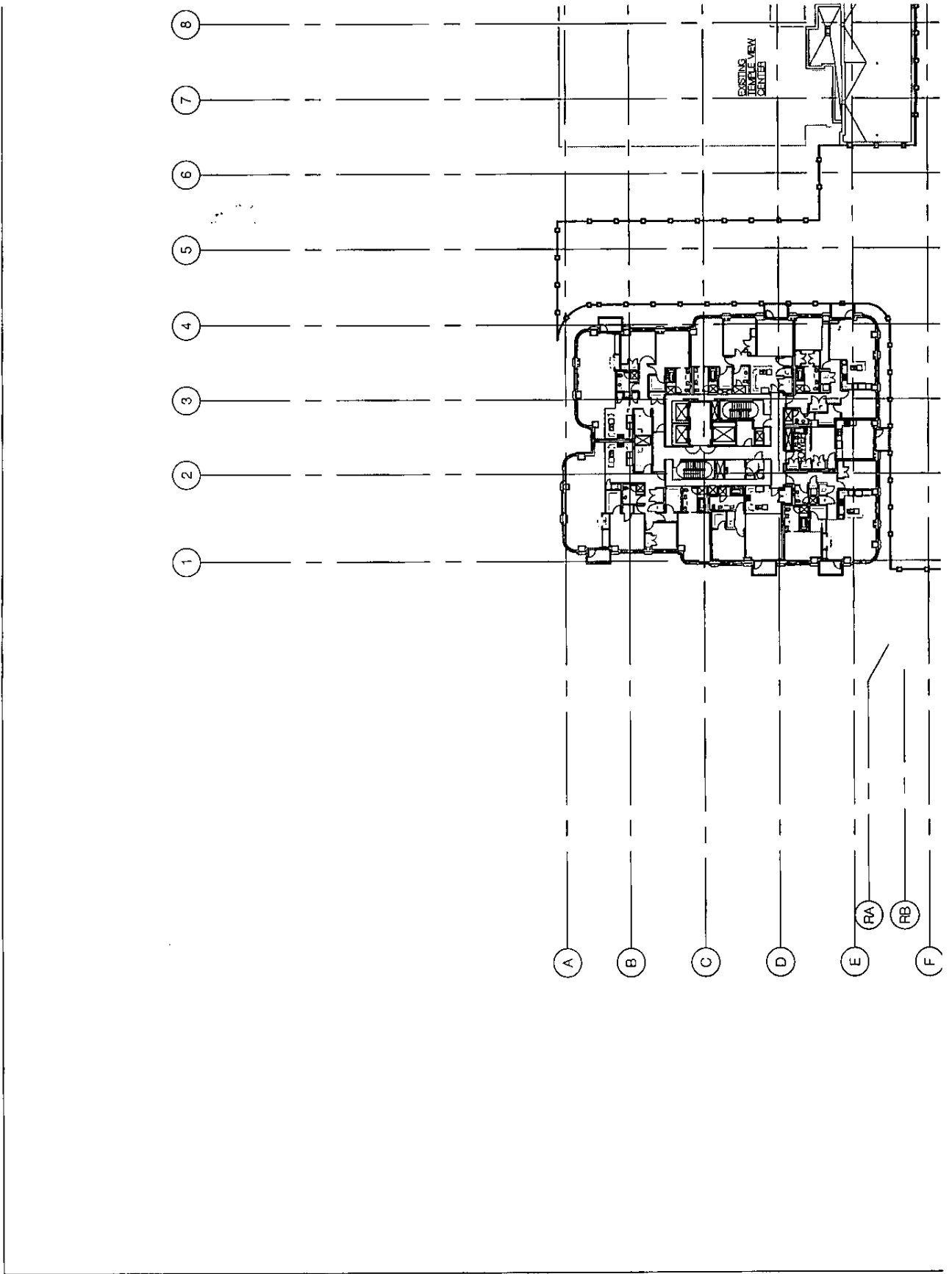
EASEMENT

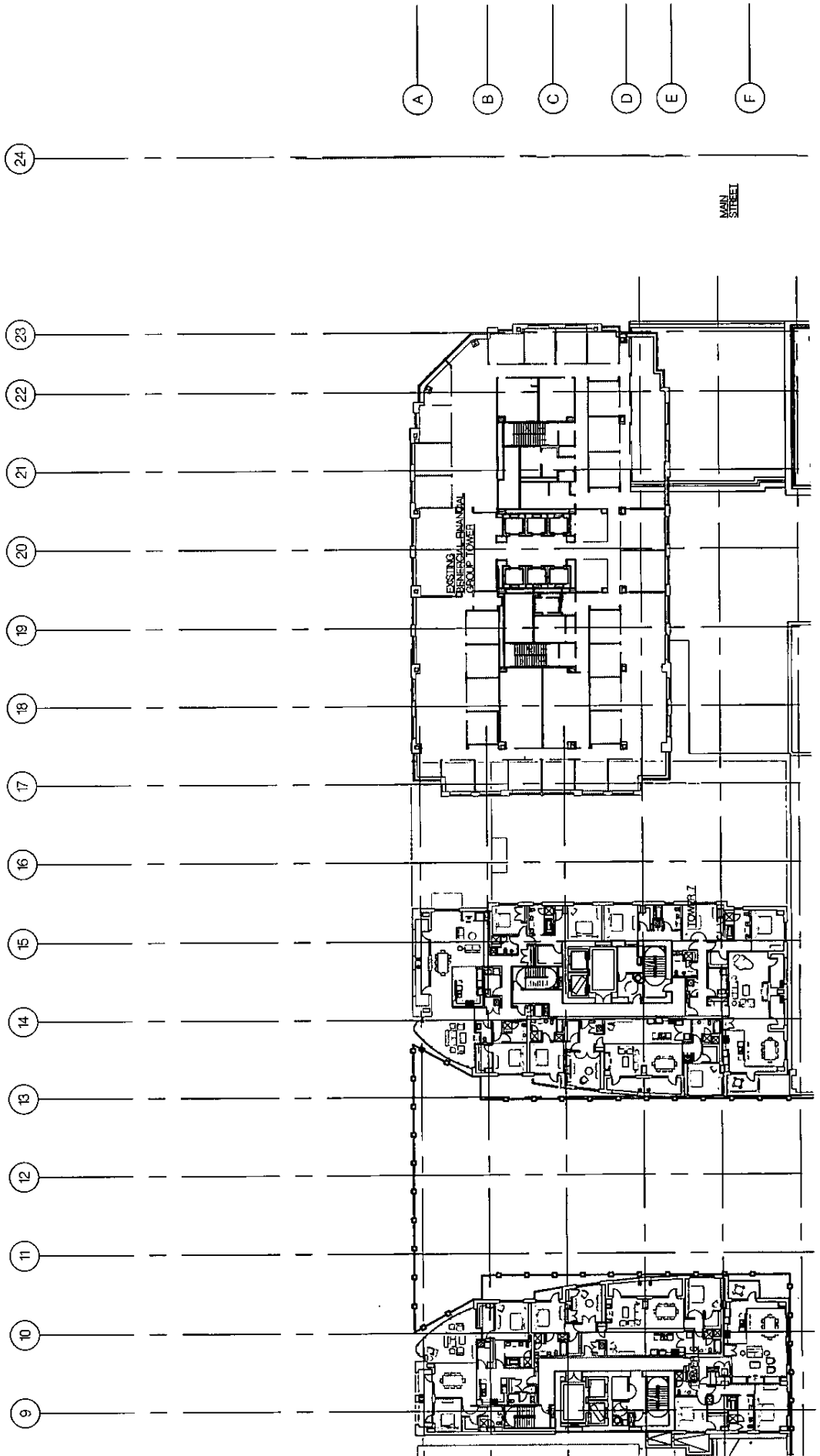
SHEET	8 OF 14
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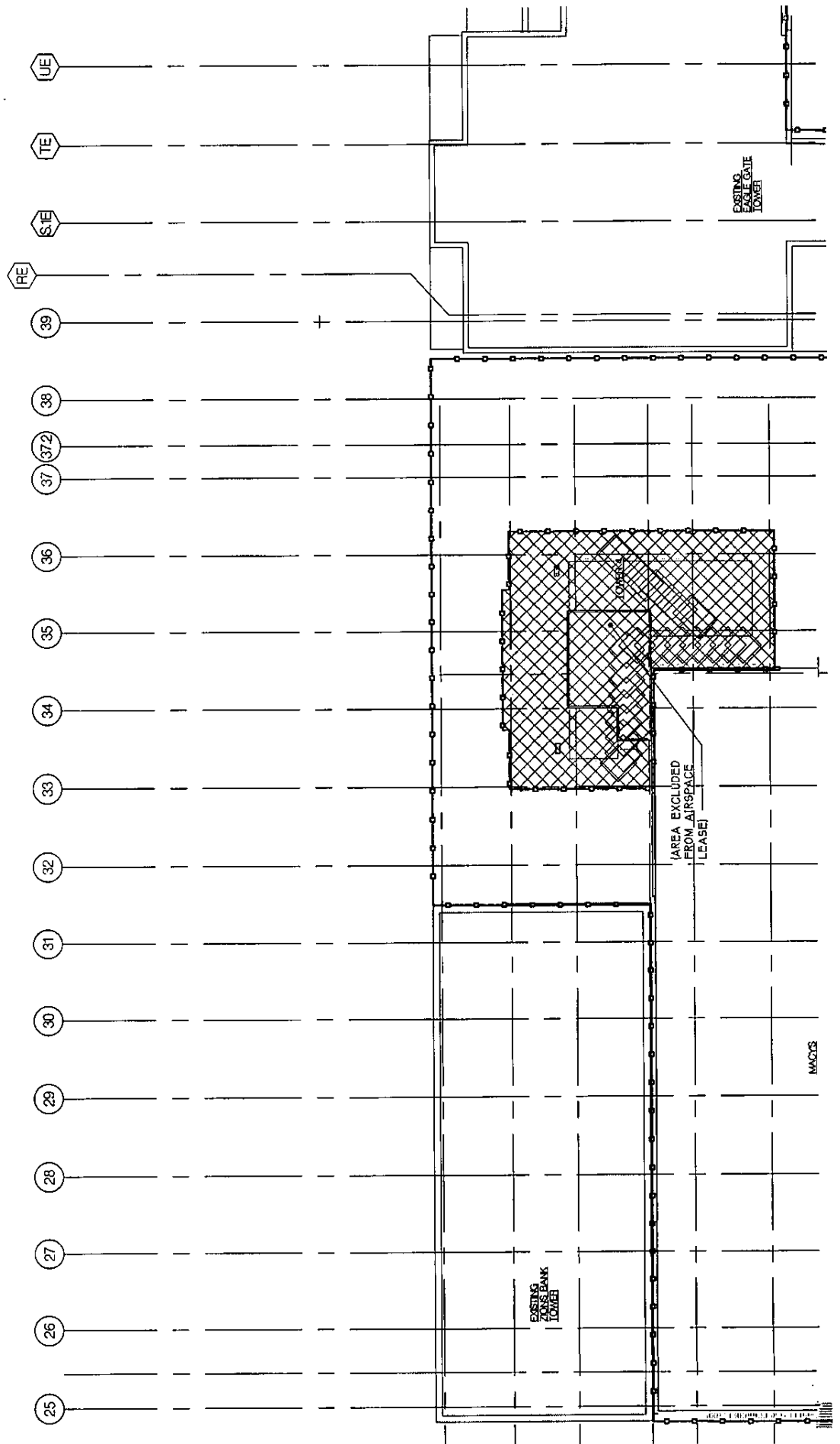
2008

Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 9 of 14
(Level 8)

The following 16 pages comprise Sheet 9 of the
Easements Exhibit





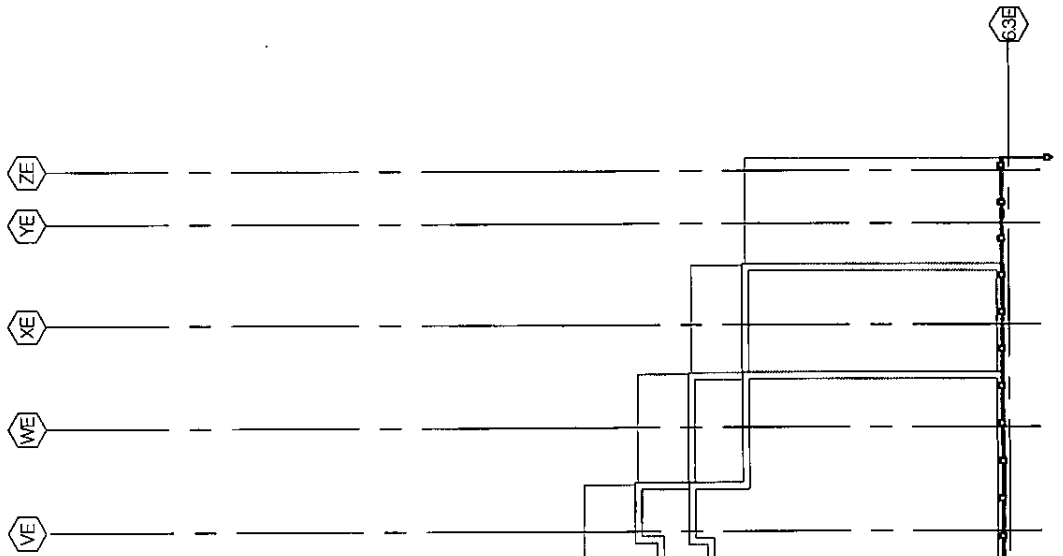


200 E. LONG LAKE ROAD
BLOOMFIELD HILLS, MI 48303-0200

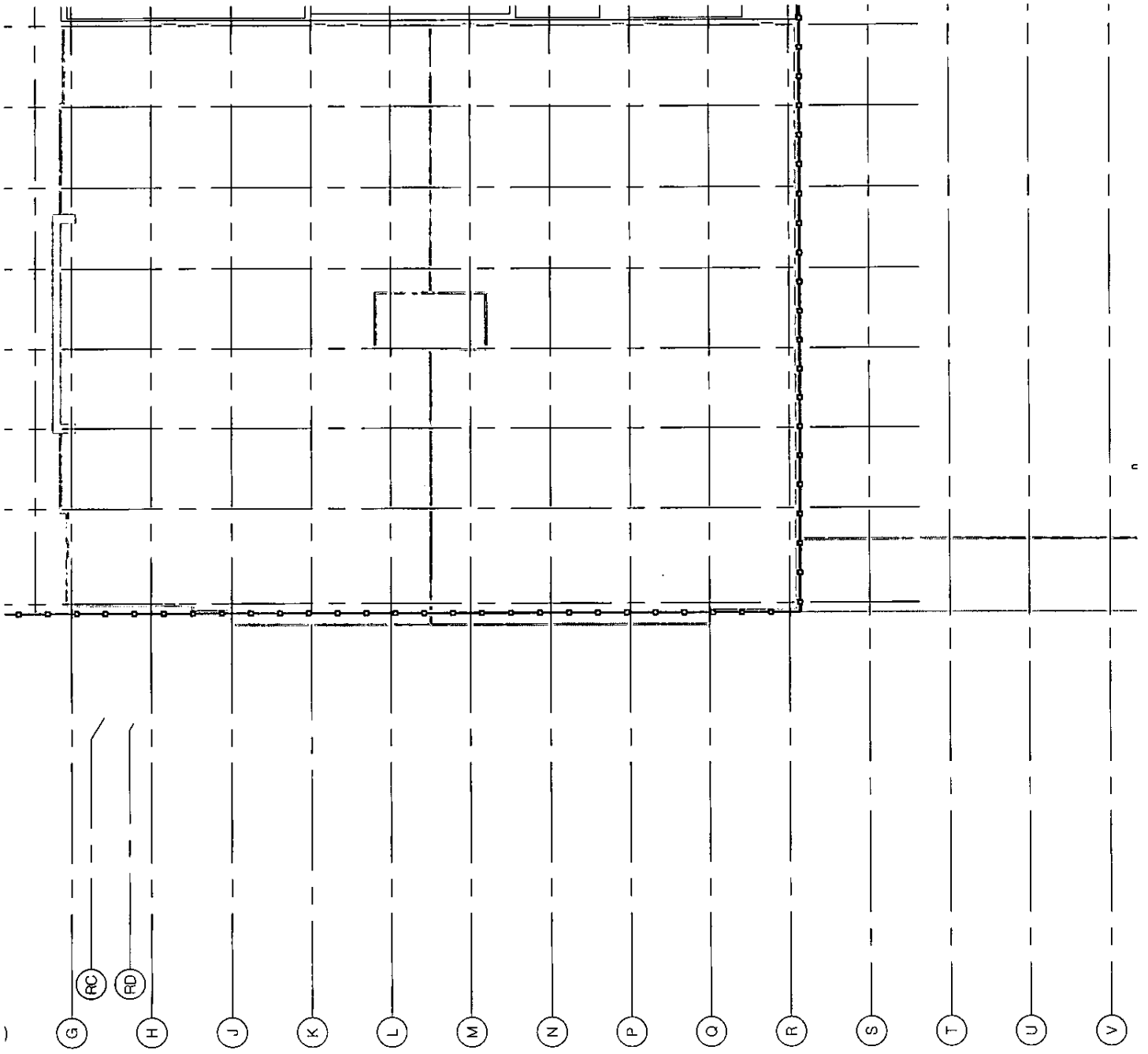


Taubman

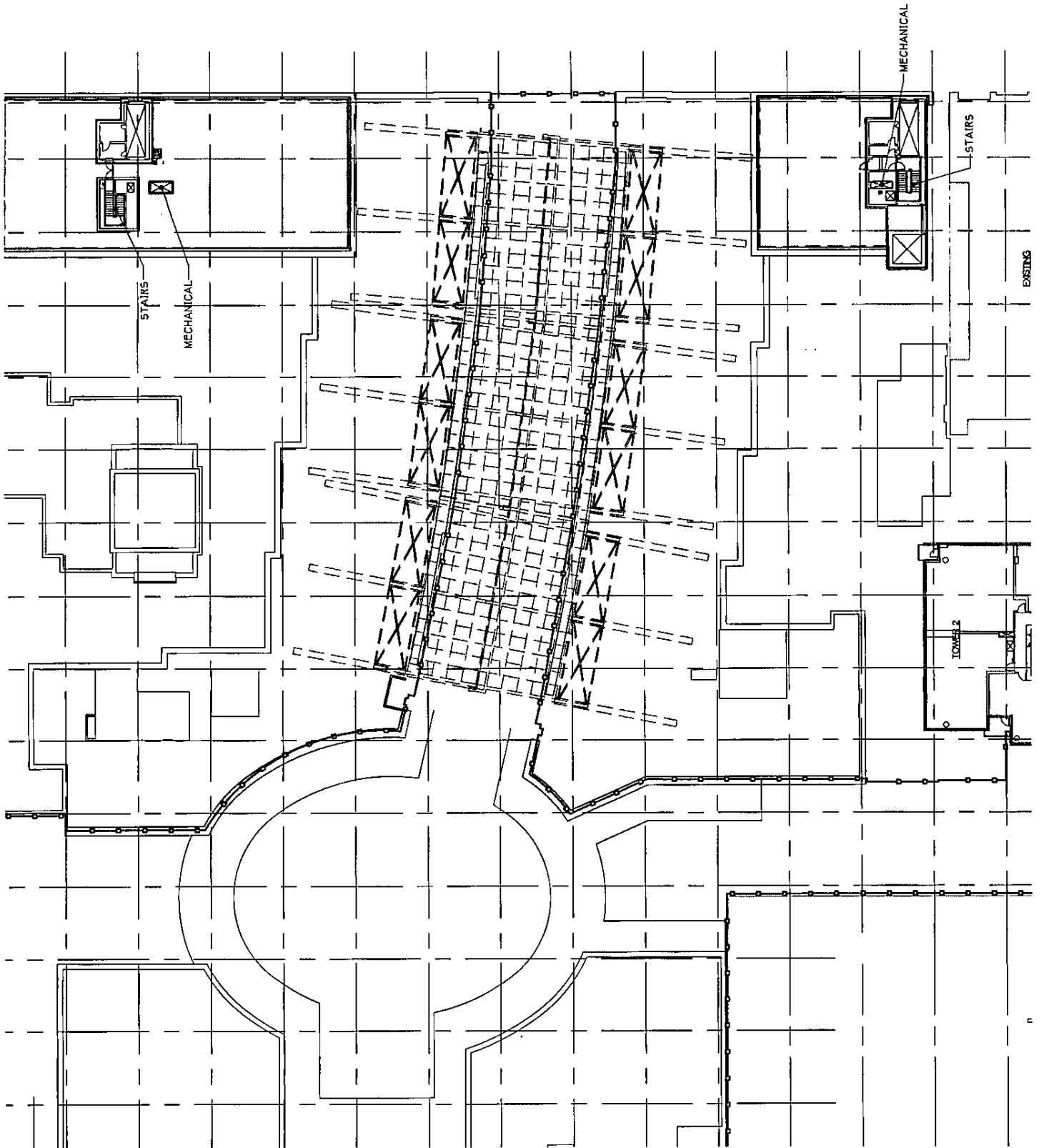
Revision:
ISSUE 10/28/09

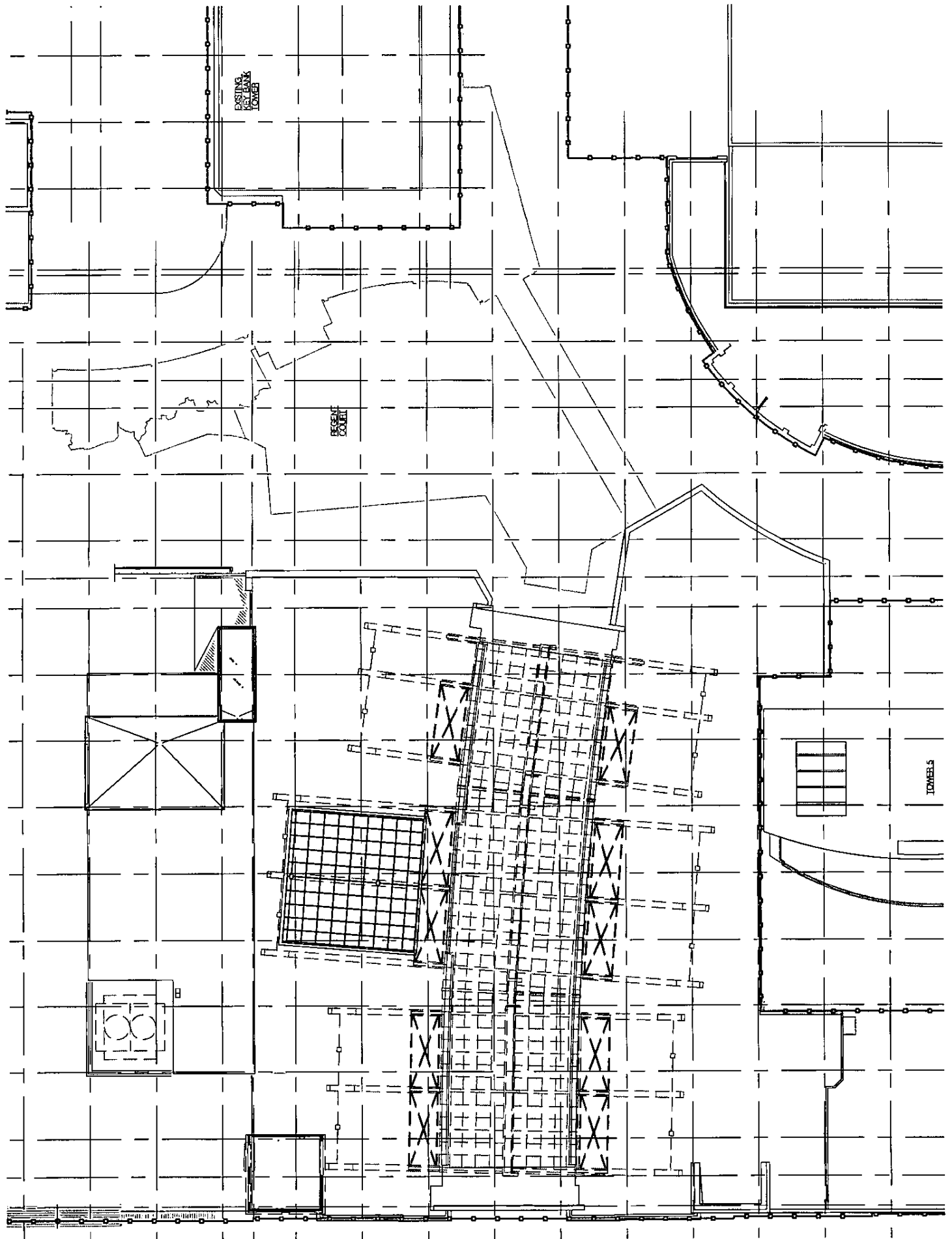


BK 9796 PG 4610



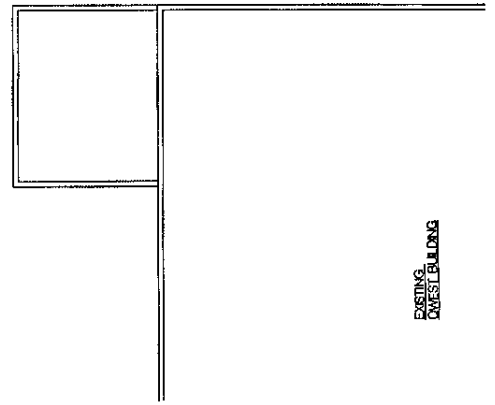
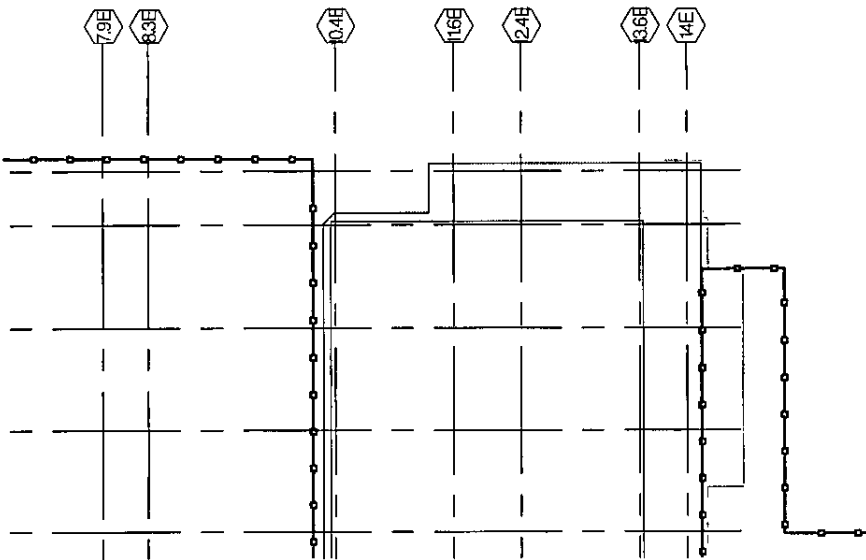
G H J K L M N P Q R S T U V W

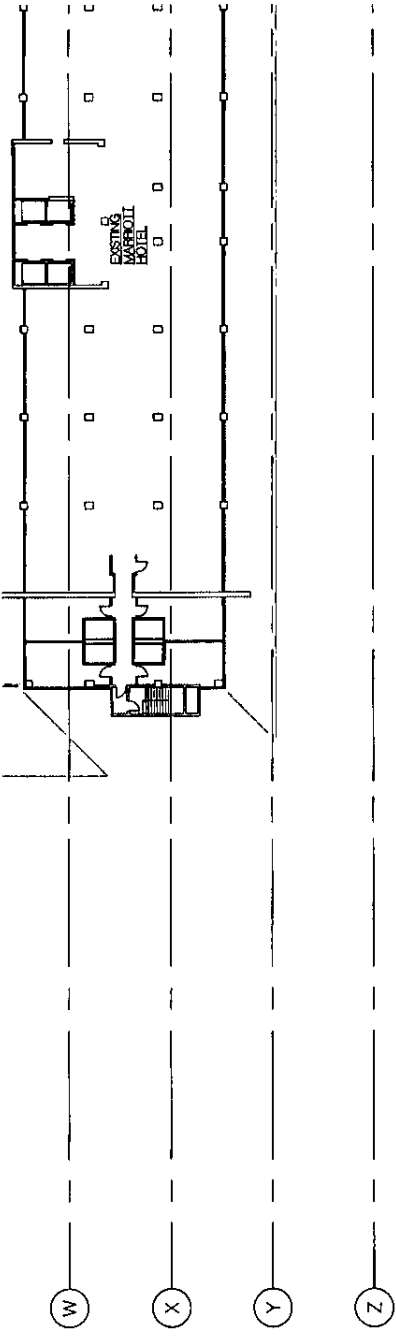




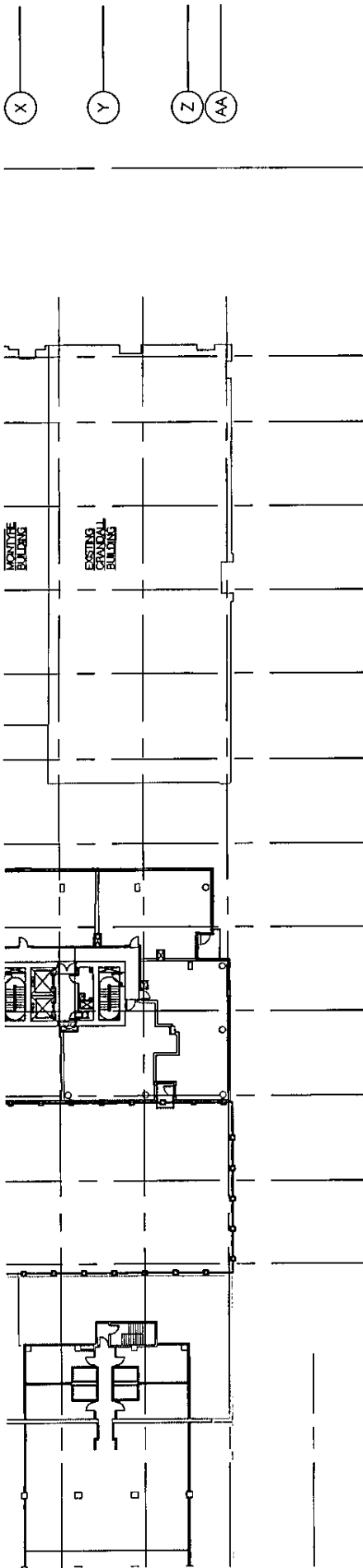
A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

NO





LEVEL 8

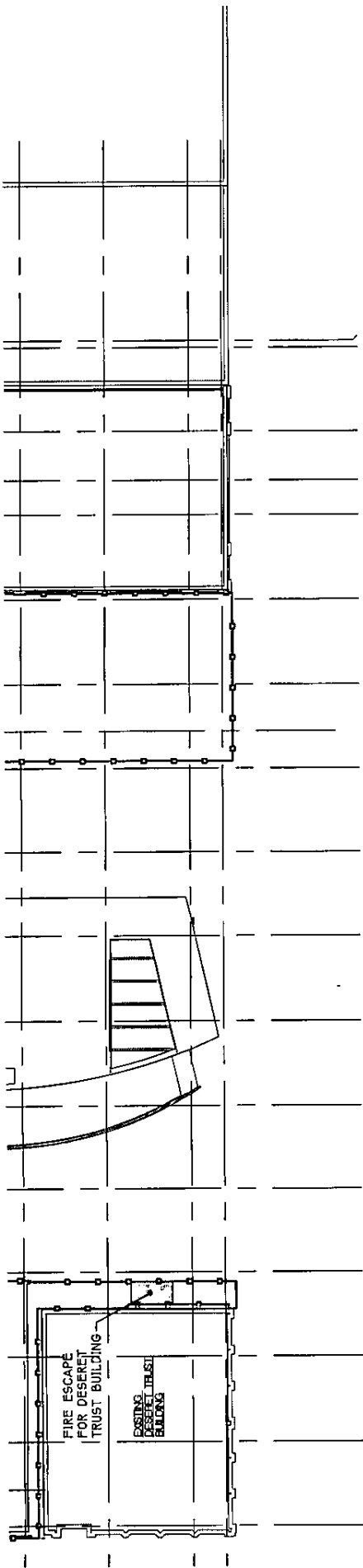


Xref ->

BLOCK 76

Retail Center Easements in Tower

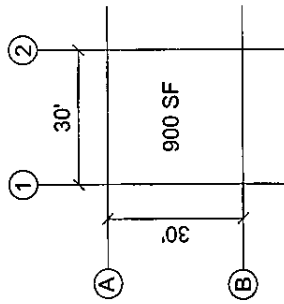




BLOCK 75

PART III: MASTER DECLARATIONS EXHIBIT - LEVEL 8

ECK CENTER



Typical Bay

*This exhibit is based u
Associates current as
other project Architect.*

Retail Center Easements in Parkin



Project Easements in Retail Cente



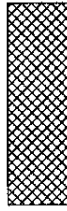
Project Easements in Retail Cente



Project Easements in Retail Cente



Project Easements in Tower Retail



Areas excluded from the CCA leas



Outline of the airspace leased to C

Note: For additional rights reference Amr

upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.

ing Facility Parcels for benefit of Retail Center Parcels

er for benefit of Residential Above Retail Parcels

er for benefit of Parking Facility Parcels

er for benefit of Office Buildings and Tower Parcels

l Parcels for benefit of Tower Residential Parcels

sed airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, :

CITY CR

EXHIBIT B, I

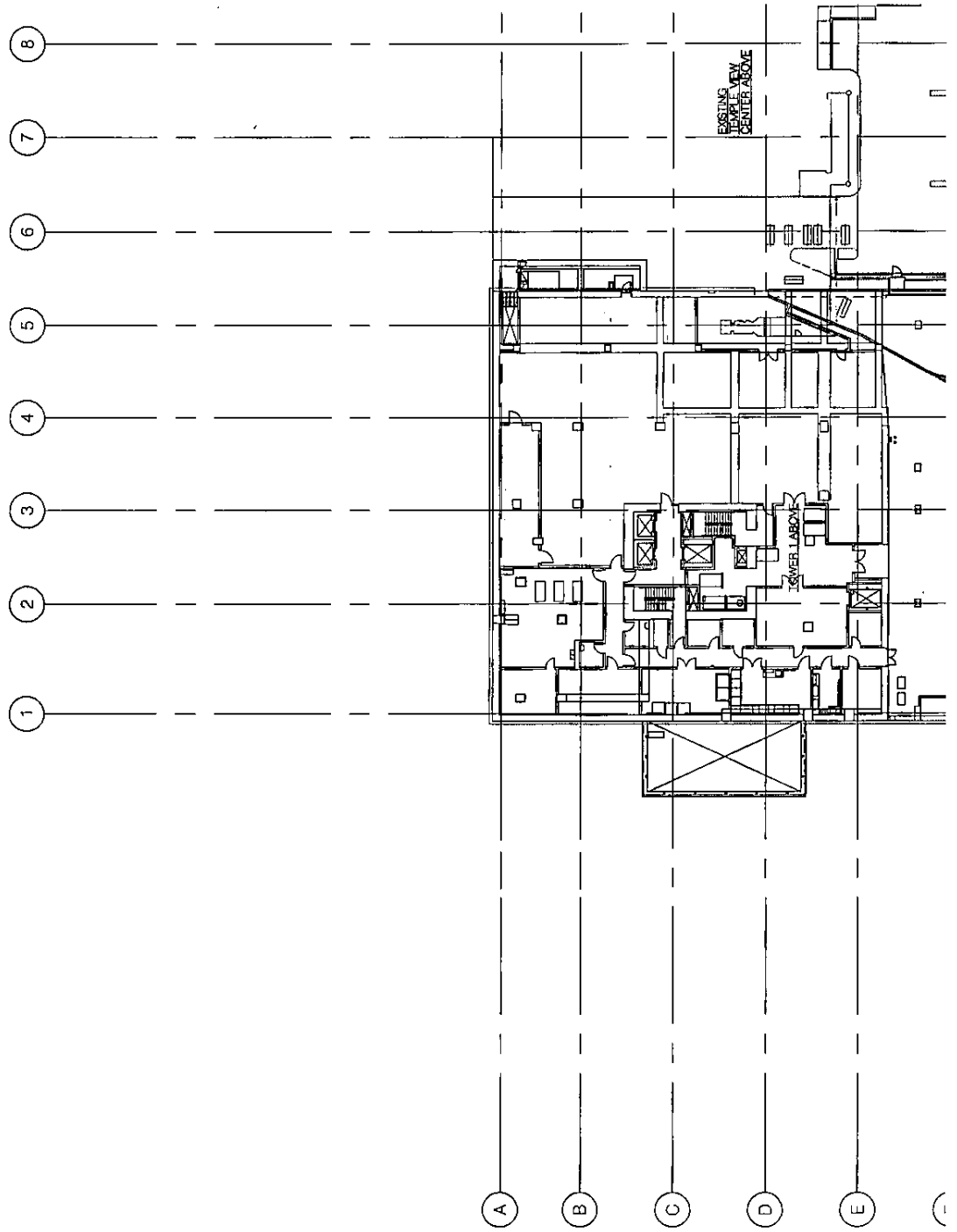
EASEMENT

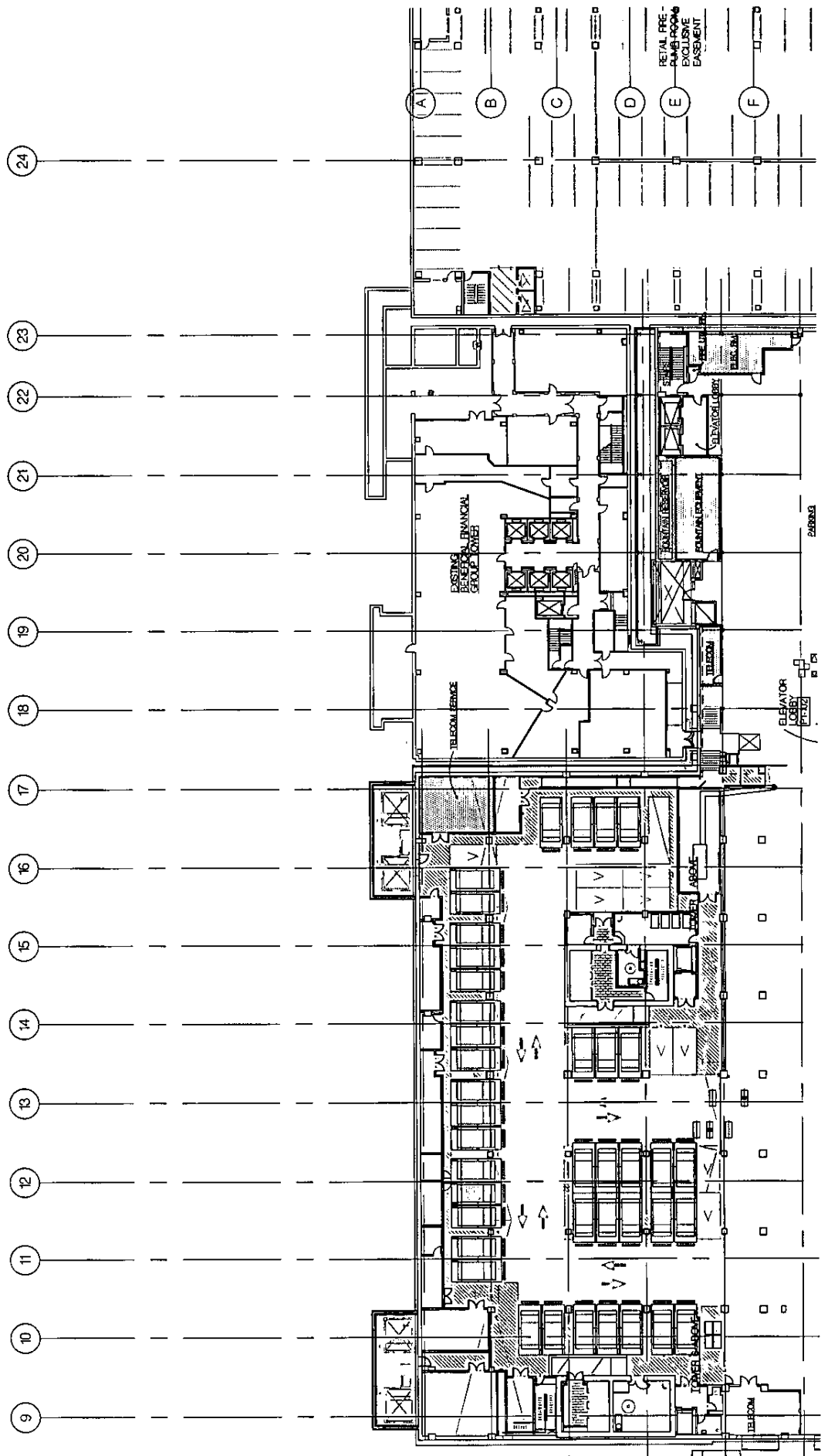
SHEET	9 OF 14
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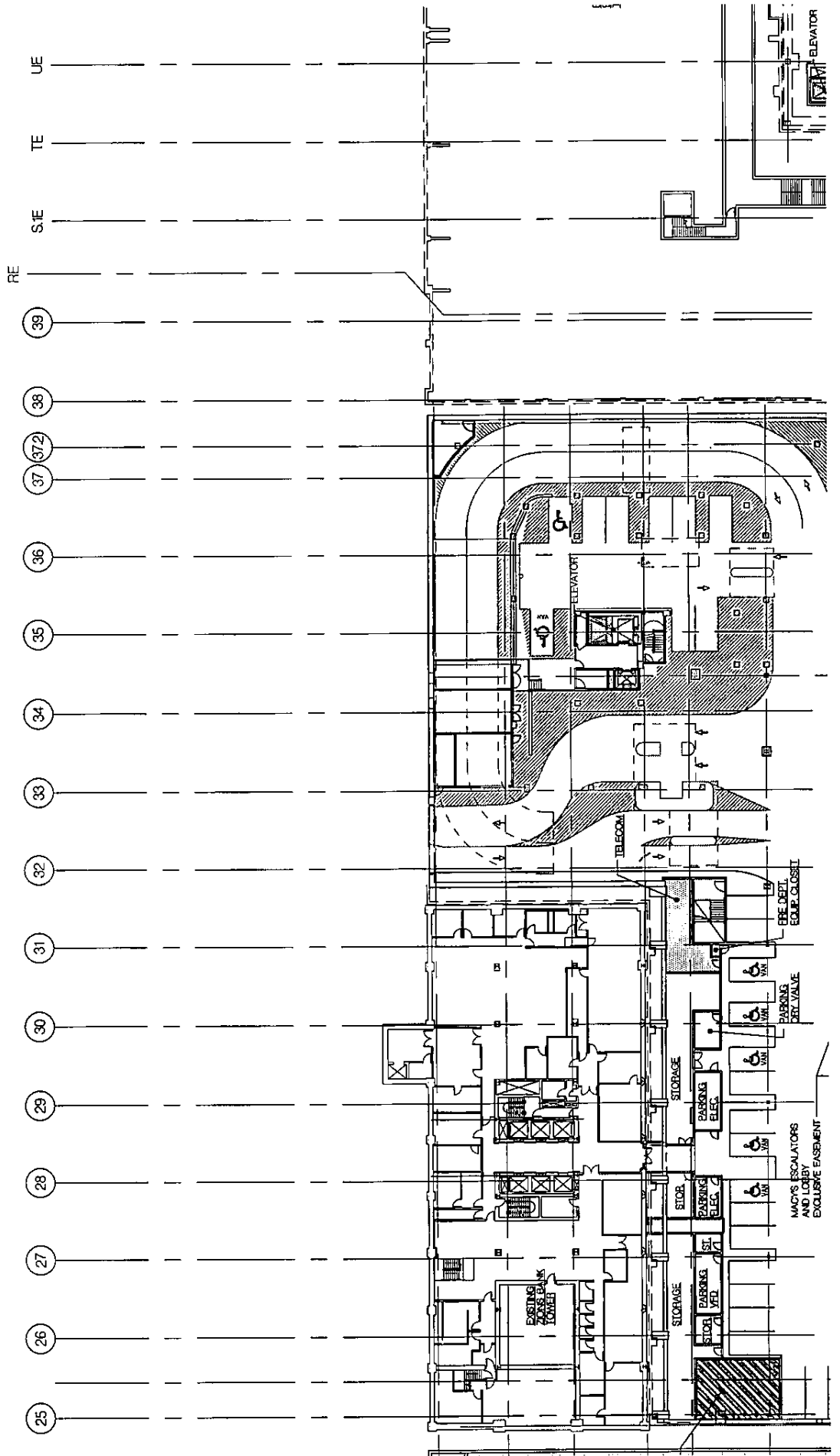
2008


Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 10 of 14
(Level P-1)

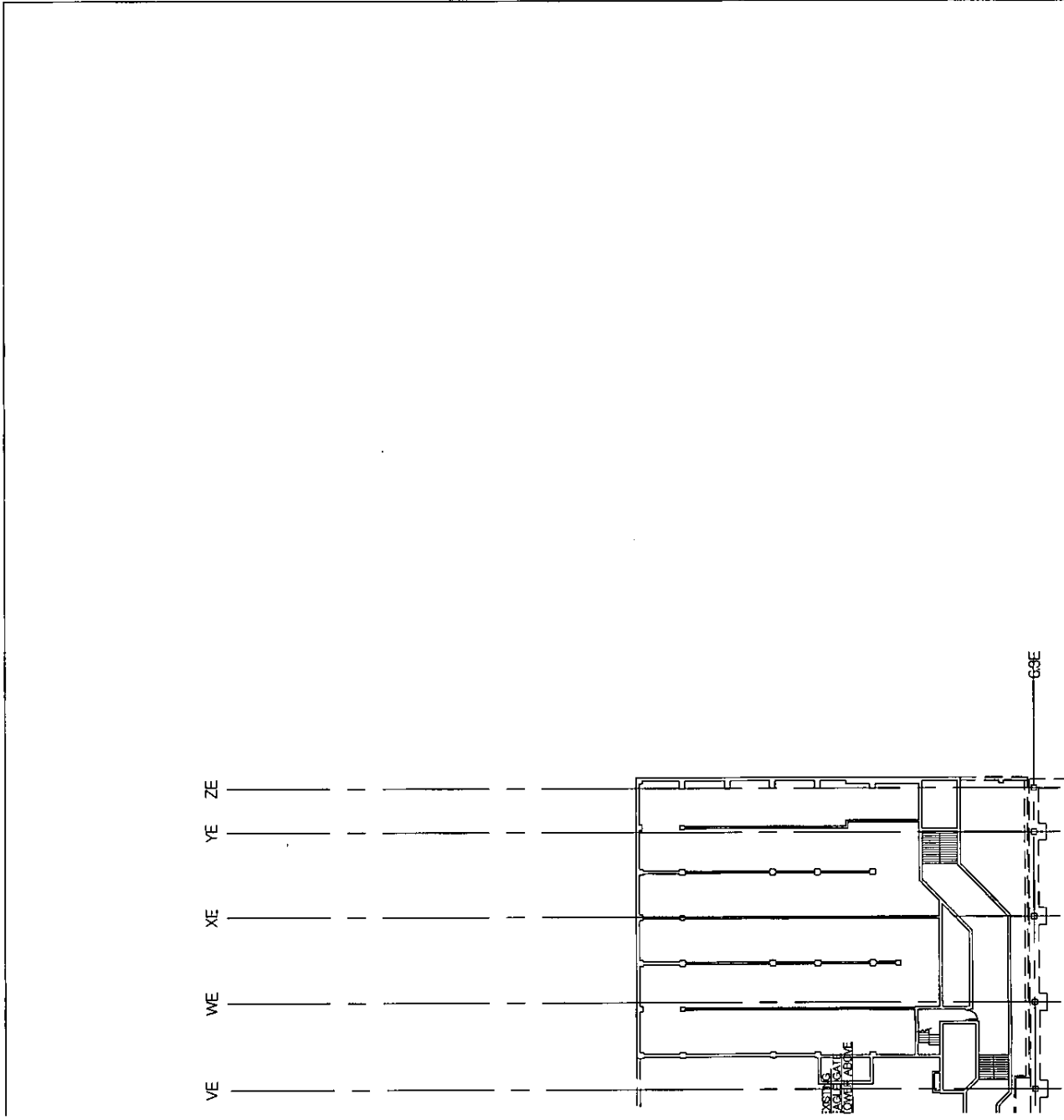
The following 16 pages comprise Sheet 10 of the
Easements Exhibit







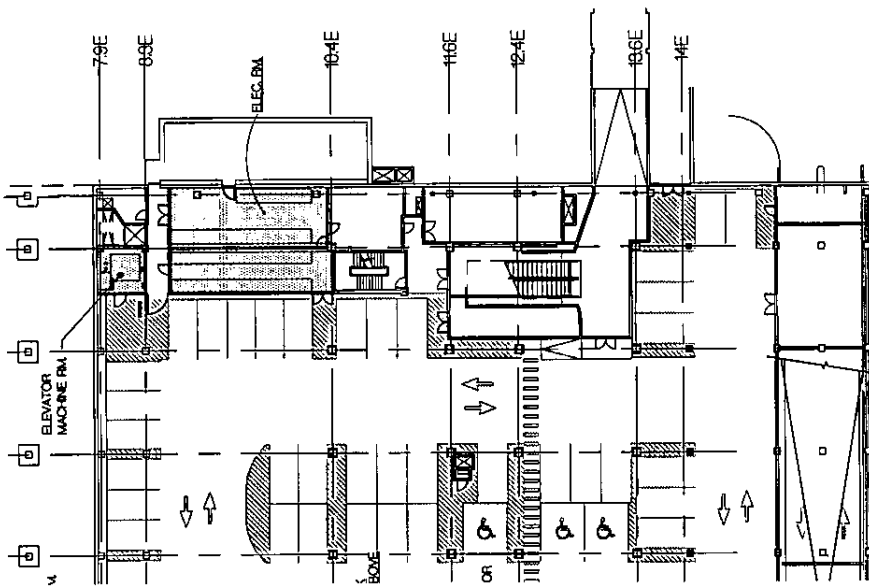
 <p>Taubman 200 E. LONG LAKE ROAD BLOOMFIELD HILLS, MI 48303-0200</p>	<p>Revision: ISSUE 10/28/09</p>
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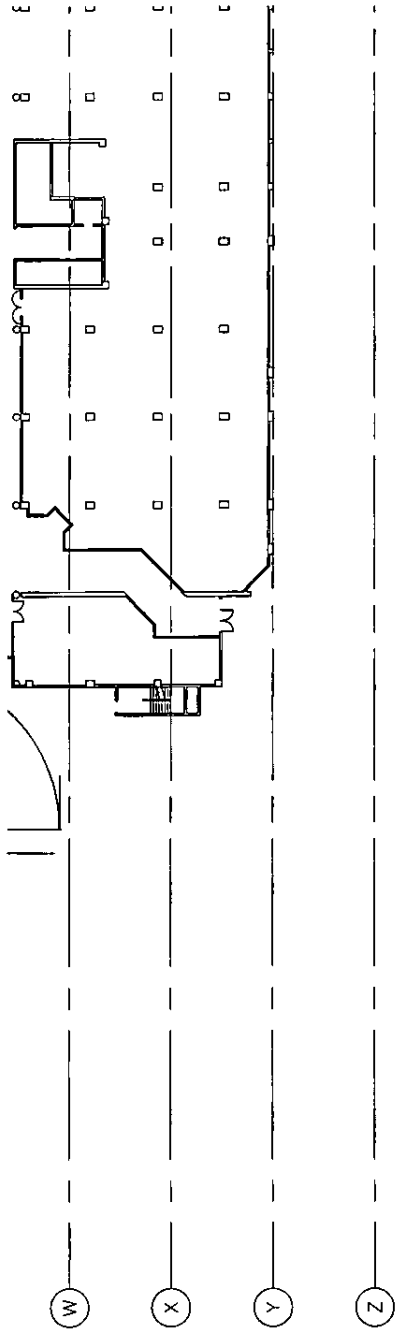
BK 9796 PG 4627

A MIXED USE DEVELOPMENT SALT LAKE CITY, UTAH

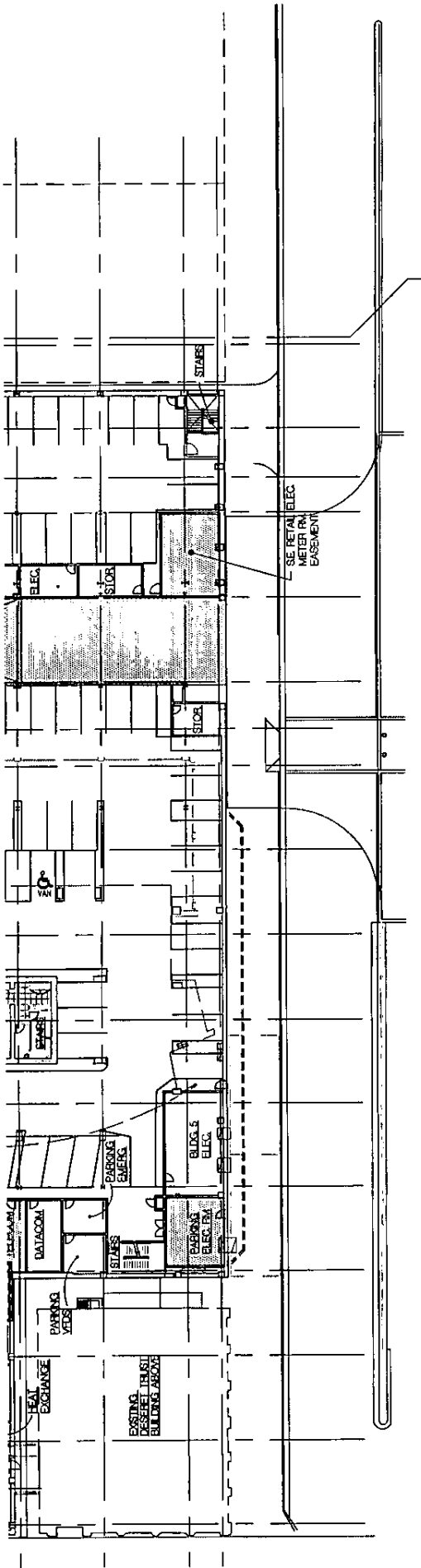
NO



EXISTING OVERST.
BUILDING ABOVE



LEVEL P1

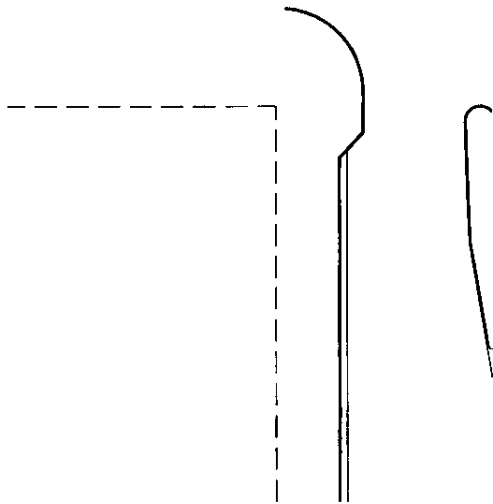


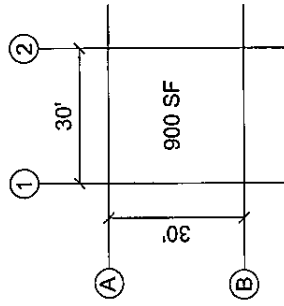
BLOCK 75

· Parcels and Office Buildings for benefit of Retail Center Parcels

PART III: MASTER DECLARATIONS EXHIBIT - LEVEL P1


ECK CENTER





Typical Bay

*This exhibit is based u
Associates current as
other project Architect*

 Retail Center Easements in Parkin

 Exclusive Retail Center Easement


 Project Easements in Retail Center

 Project Easements in Retail Center

 Project Easements in Retail Center

 Project Easements in Tower Retail

 Areas excluded from the CCA lease

 Outline of the airspace leased to C

Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.*

ing Facility Parcels for benefit of Retail Center Parcels

s in Parking Facility Parcels for benefit of Retail Center Parcels

ir for benefit of Residential Above Retail Parcels

ir for benefit of Parking Facility Parcels

ir for benefit of Office Buildings and Tower Parcels

I Parcels for benefit of Tower Residential Parcels

sed airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, :

CITY CR
EXHIBIT B, I
EASEMENT

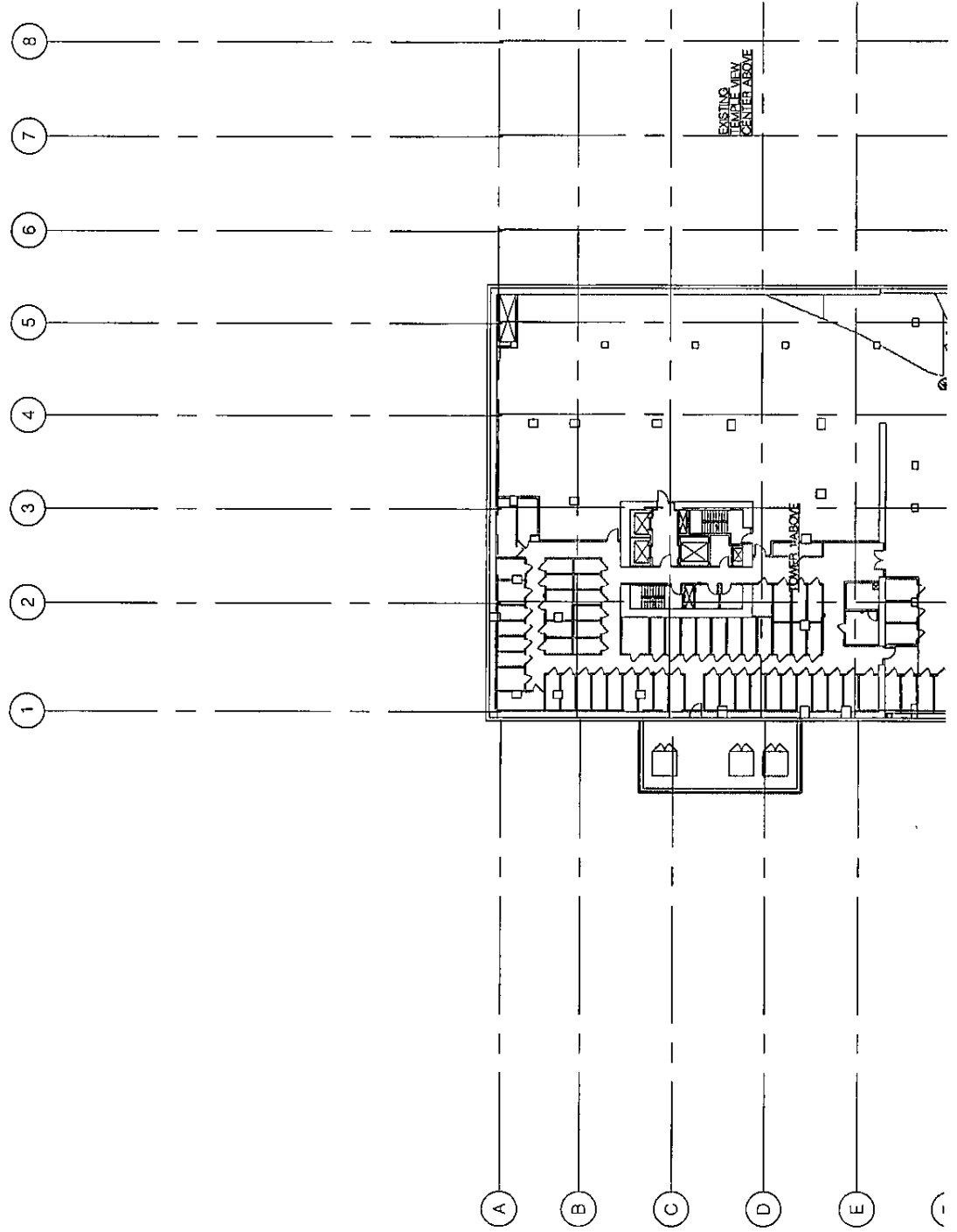
2008

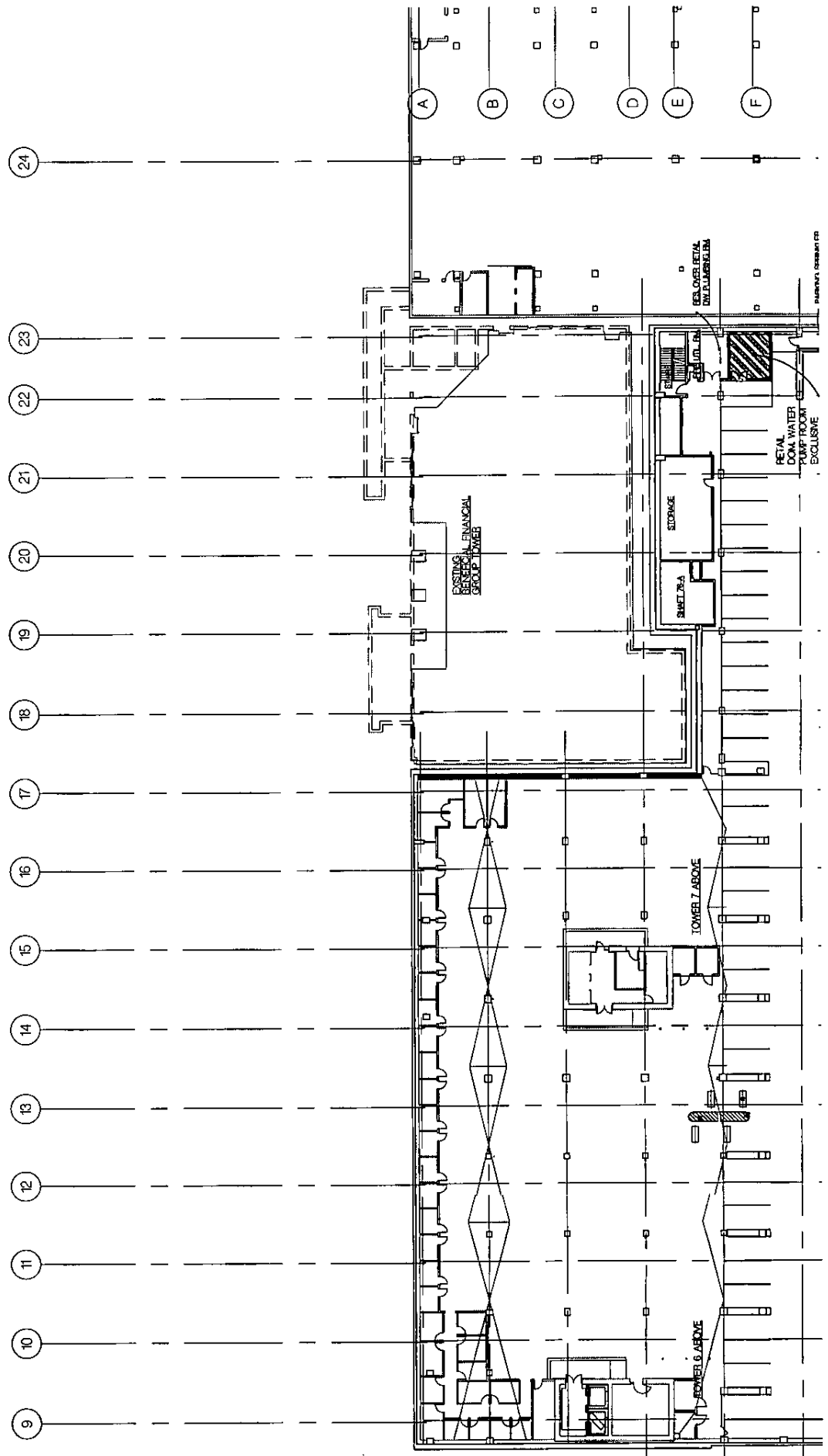
BK 9796 PG 4639

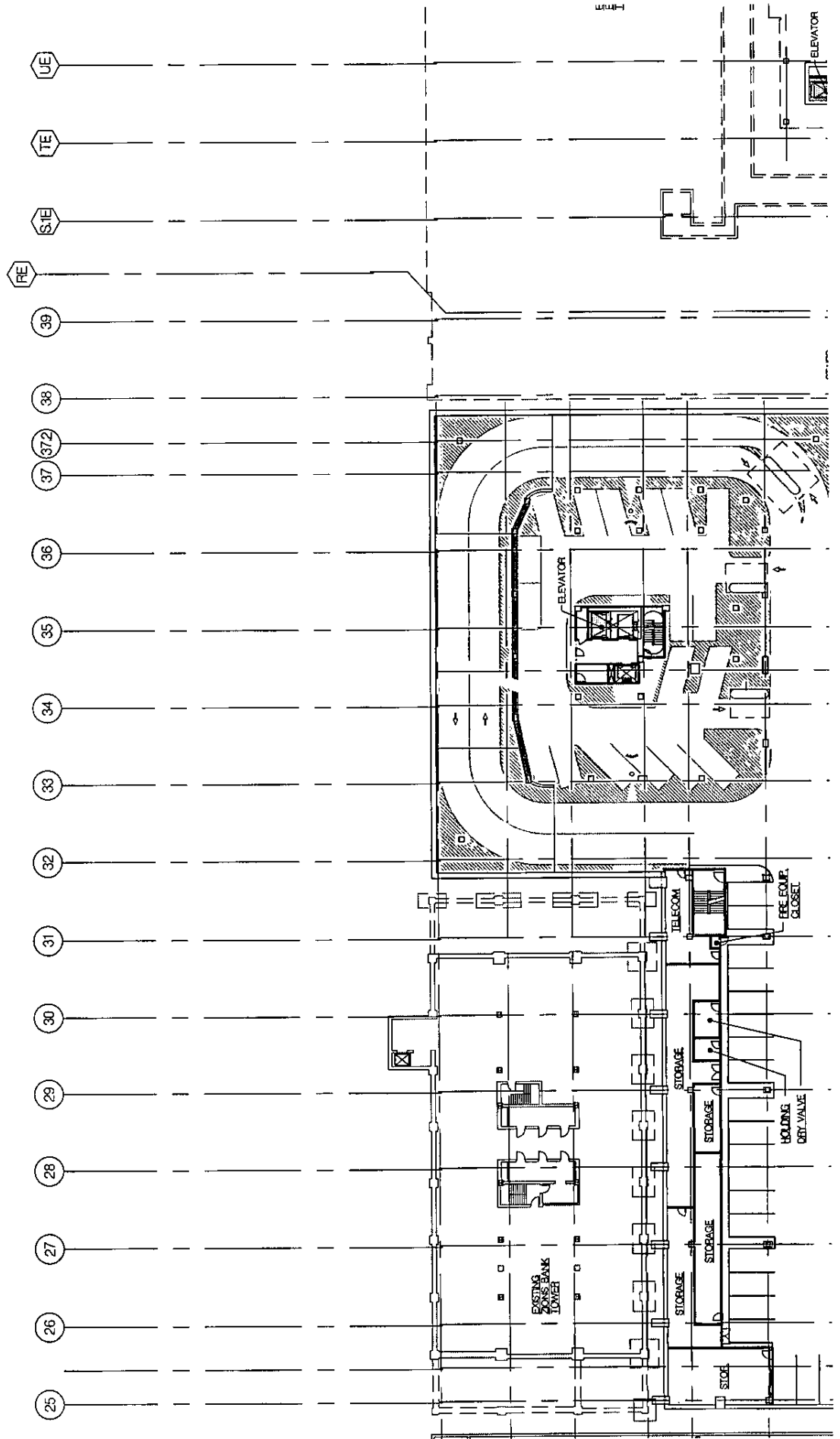
SHEET	10 OF 14
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Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 11 of 14
(Level P-2)

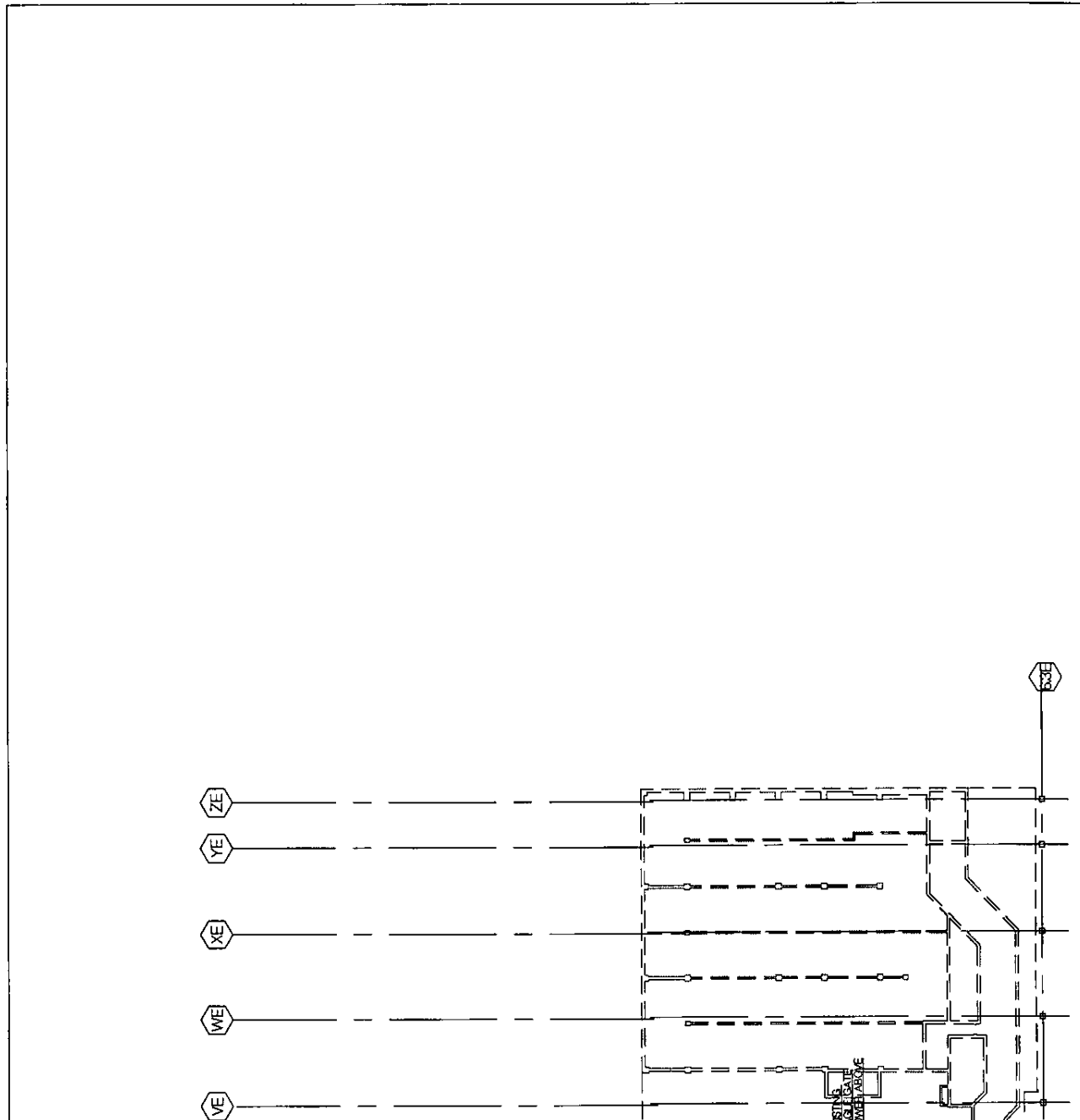
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Easements Exhibit

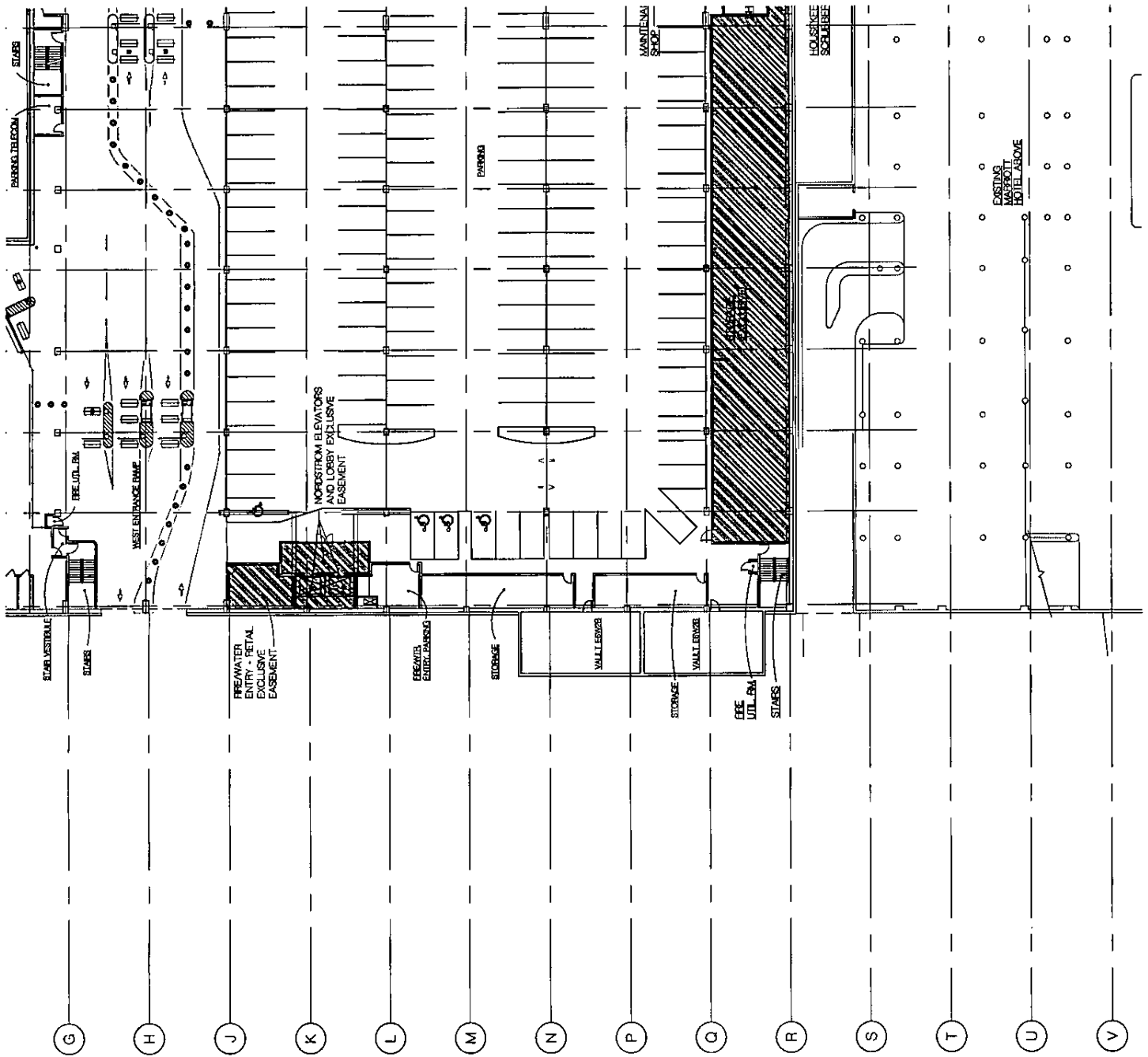


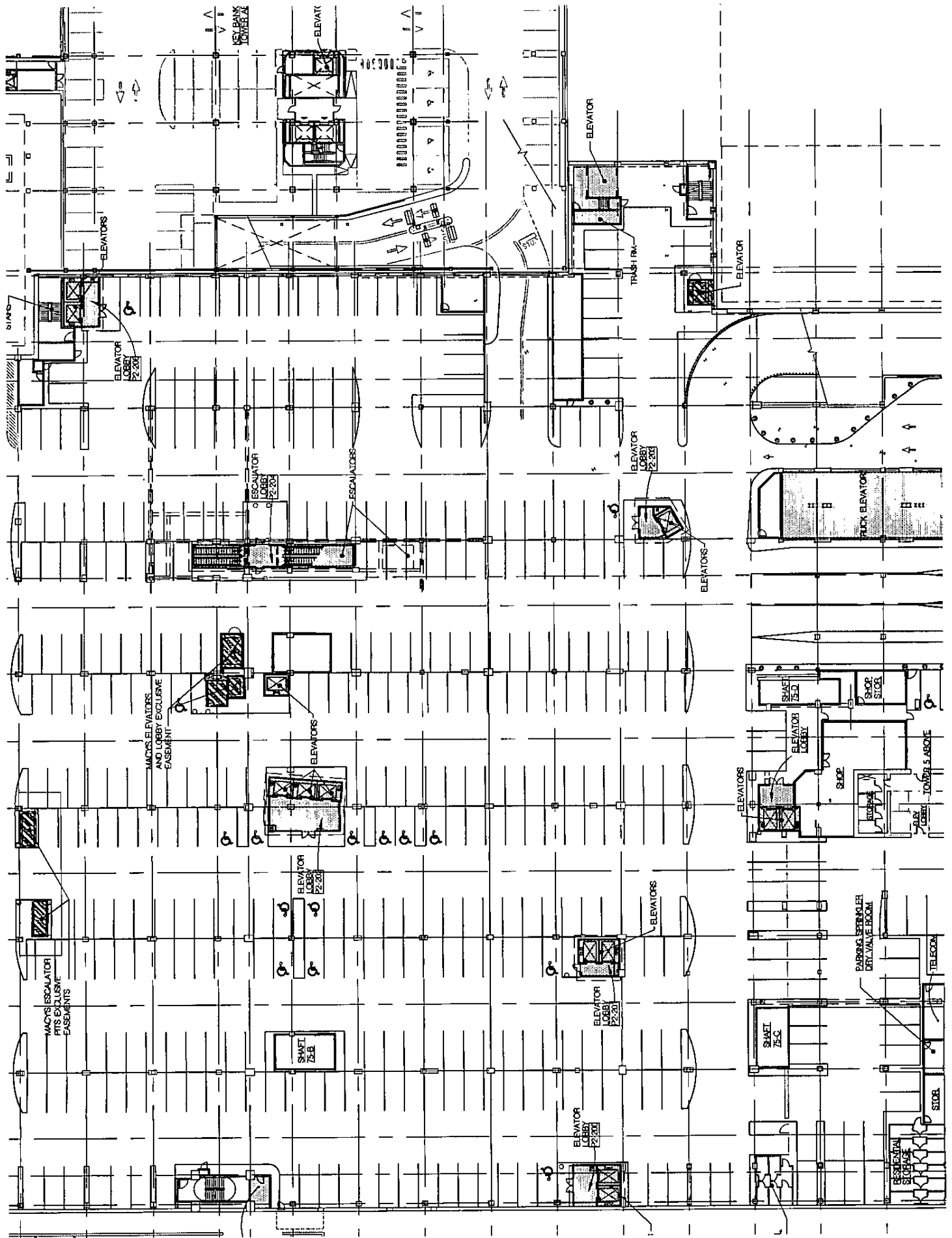




<p>Taubman</p> <p>200 E. LONG LAKE ROAD BLOOMFIELD HILLS, MI 48303-0200</p> 	<p>Revision: ISSUE 10/28/09</p>
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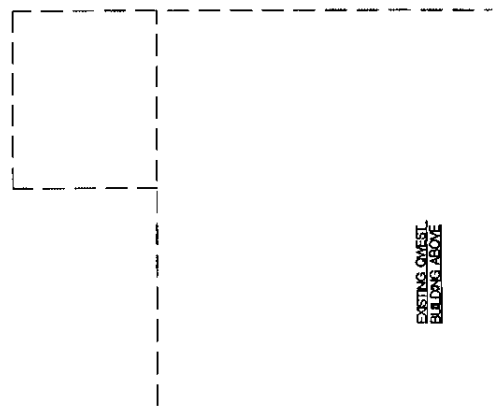
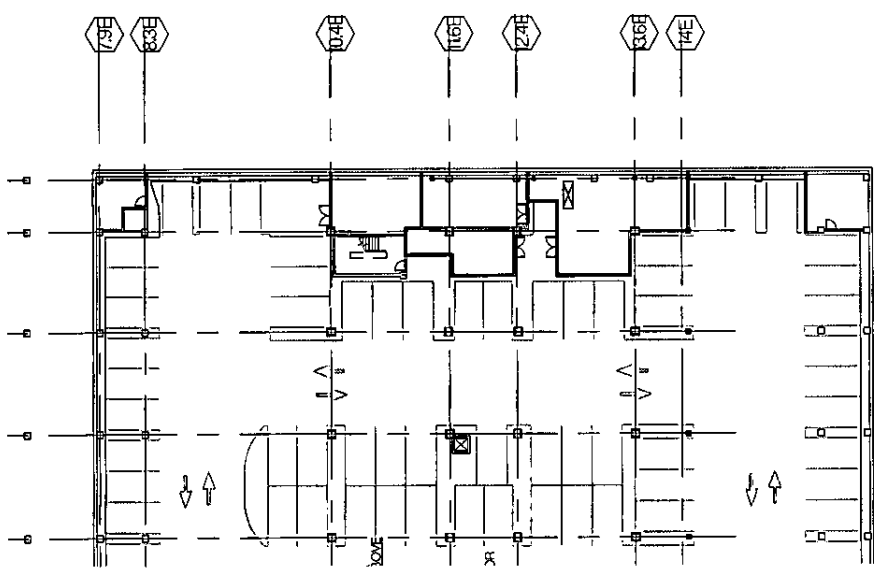




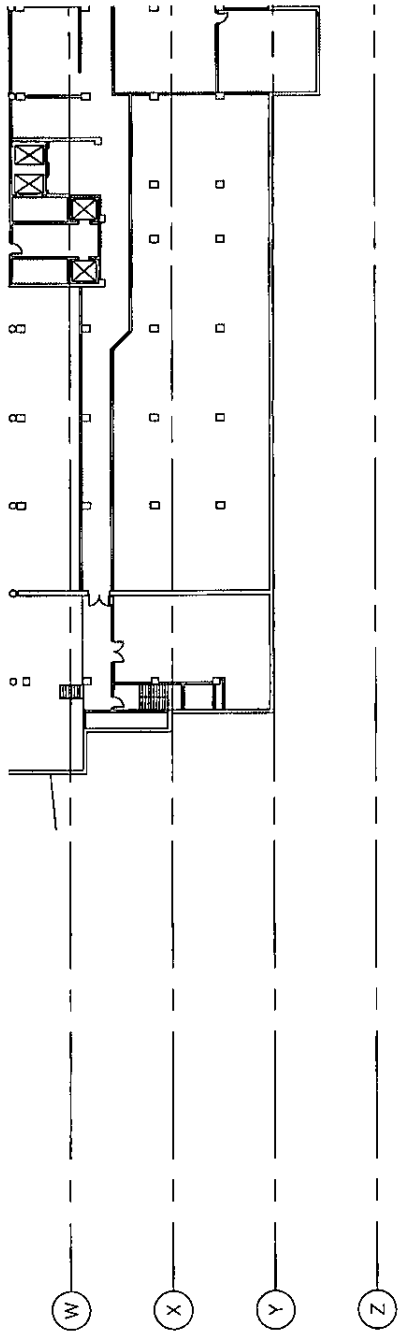


A MIXED USE DEVELOPMENT SALT LAKE CITY, UTAH

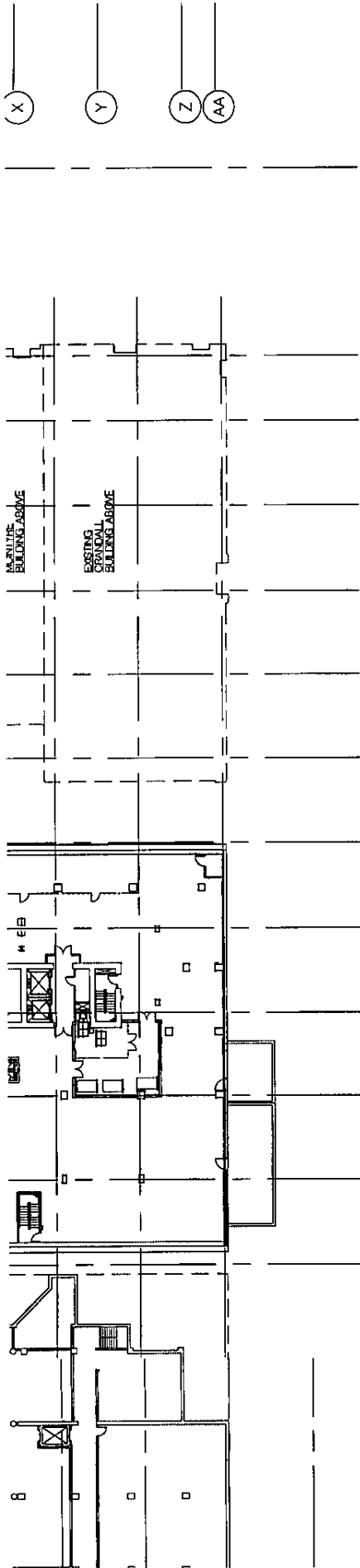
NO



EXISTING OWSEL
BUILDING ABOVE

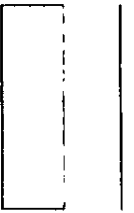


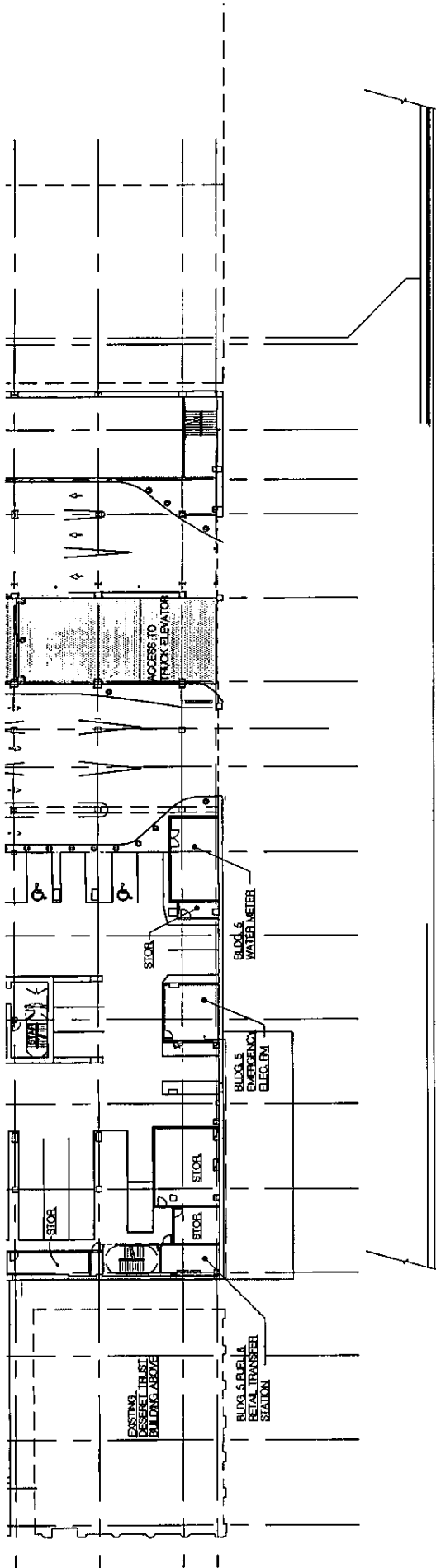
LEVEL P2



BLOCK 76

Retail Center Easements in Tower



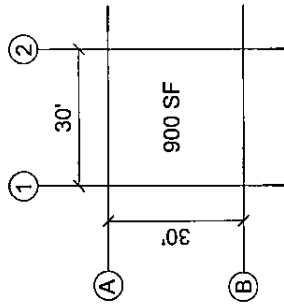


BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels

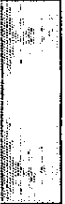
PART III: MASTER DECLARATIONS EXHIBIT - LEVEL P2

ECK CENTER



Typical Bay

This exhibit is based upon information provided by the current Architect.


 Retail Center Easements in Parkin

 Exclusive Retail Center Easement:


 Project Easements in Retail Center

 Project Easements in Retail Center

 Project Easements in Retail Center

 Project Easements in Tower Retail

 Areas excluded from the CCA leas

 Outline of the airspace leased to C

Note: For additional rights reference Am

*on project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.*

g Facility Parcels for benefit of Retail Center Parcels

s in Parking Facility Parcels for benefit of Retail Center Parcels

r for benefit of Residential Above Retail Parcels

r for benefit of Parking Facility Parcels

r for benefit of Office Buildings and Tower Parcels

I Parcels for benefit of Tower Residential Parcels

ied airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, :

CITY CR

EXHIBIT B, I EASEMENT

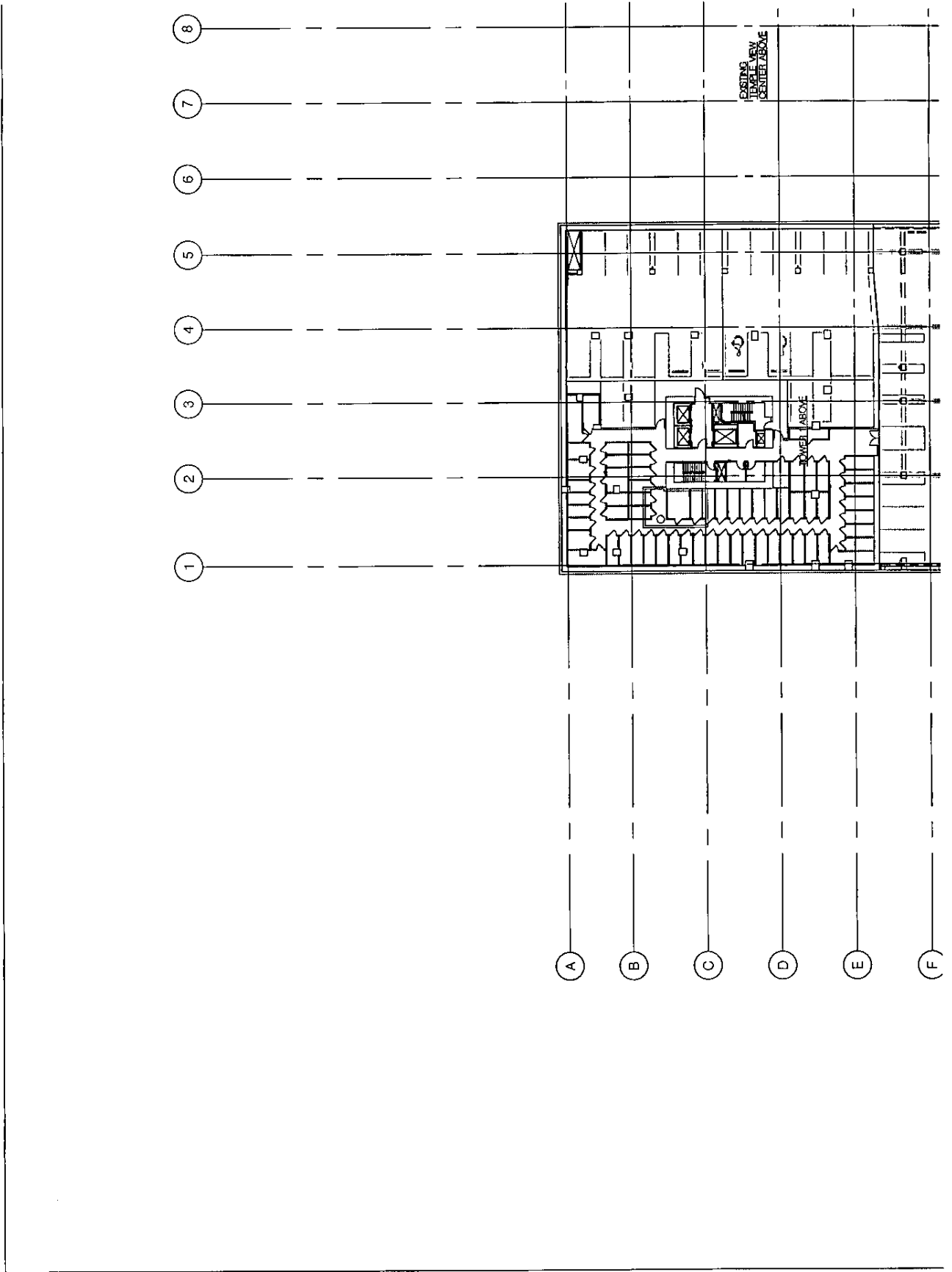
2008

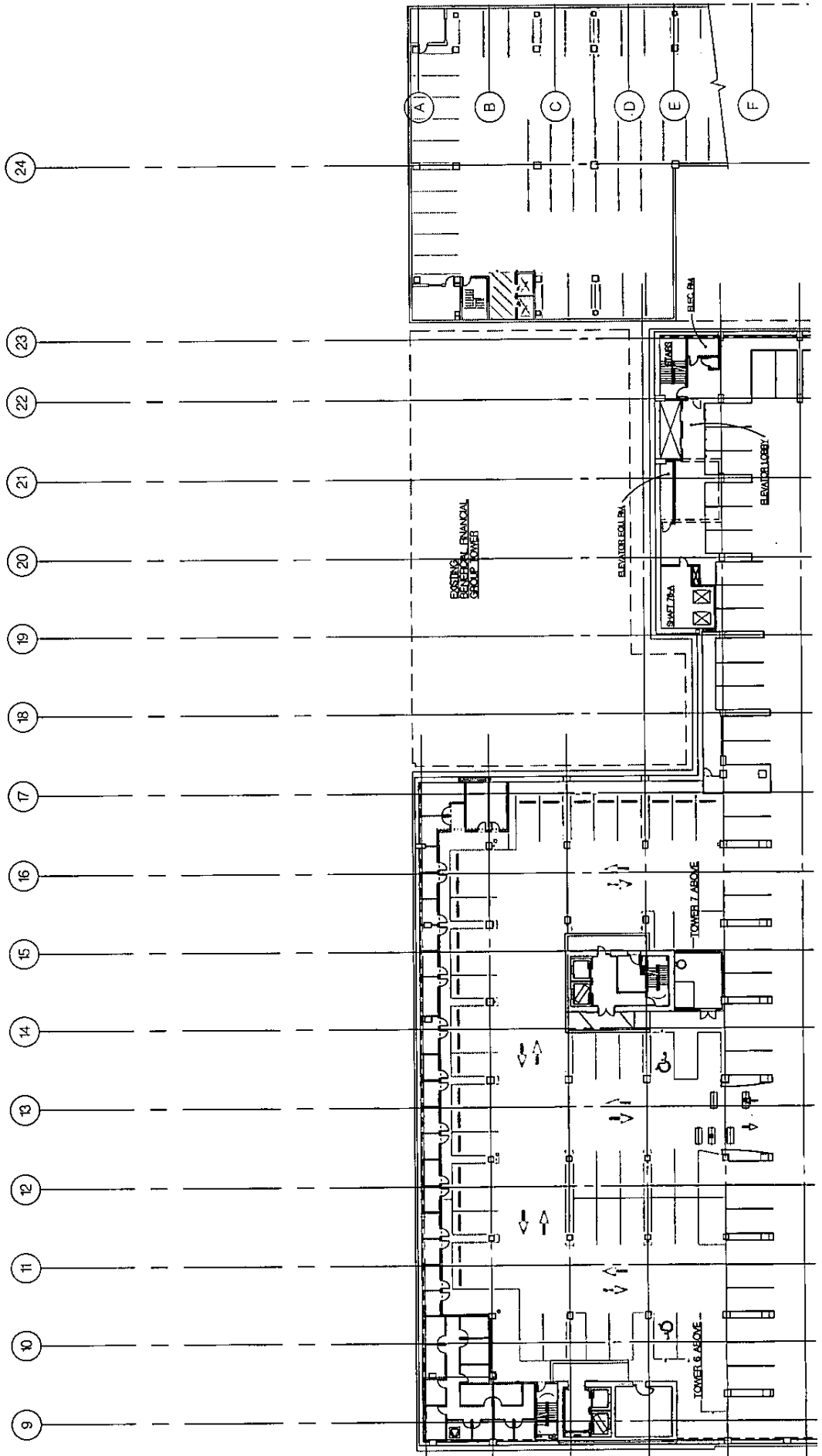
BK 9796 PG 4656

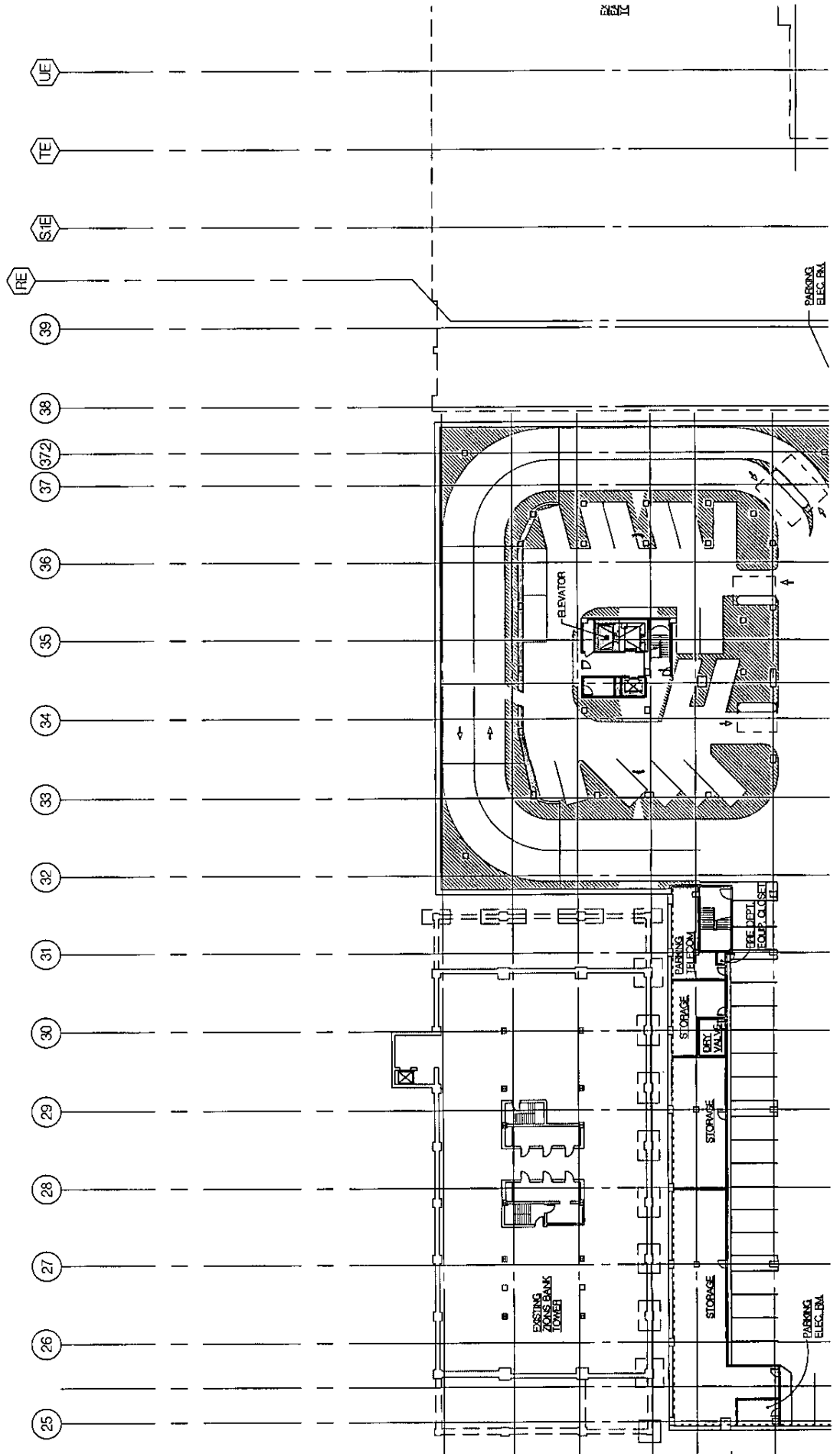
SHEET	11 OF 14
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Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 12 of 14
(Level P-3)

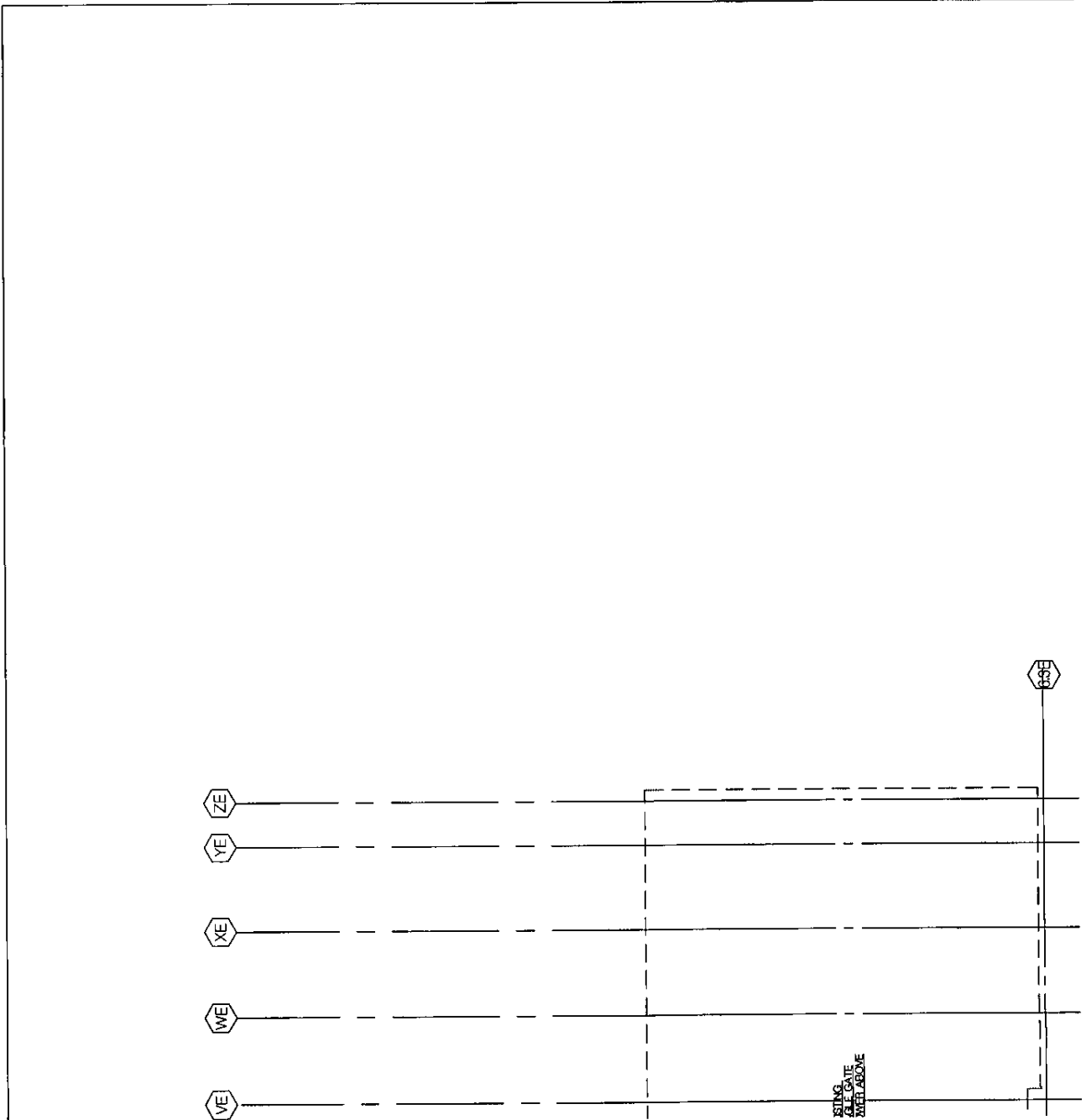
The following 16 pages comprise Sheet 12 of the
Easements Exhibit

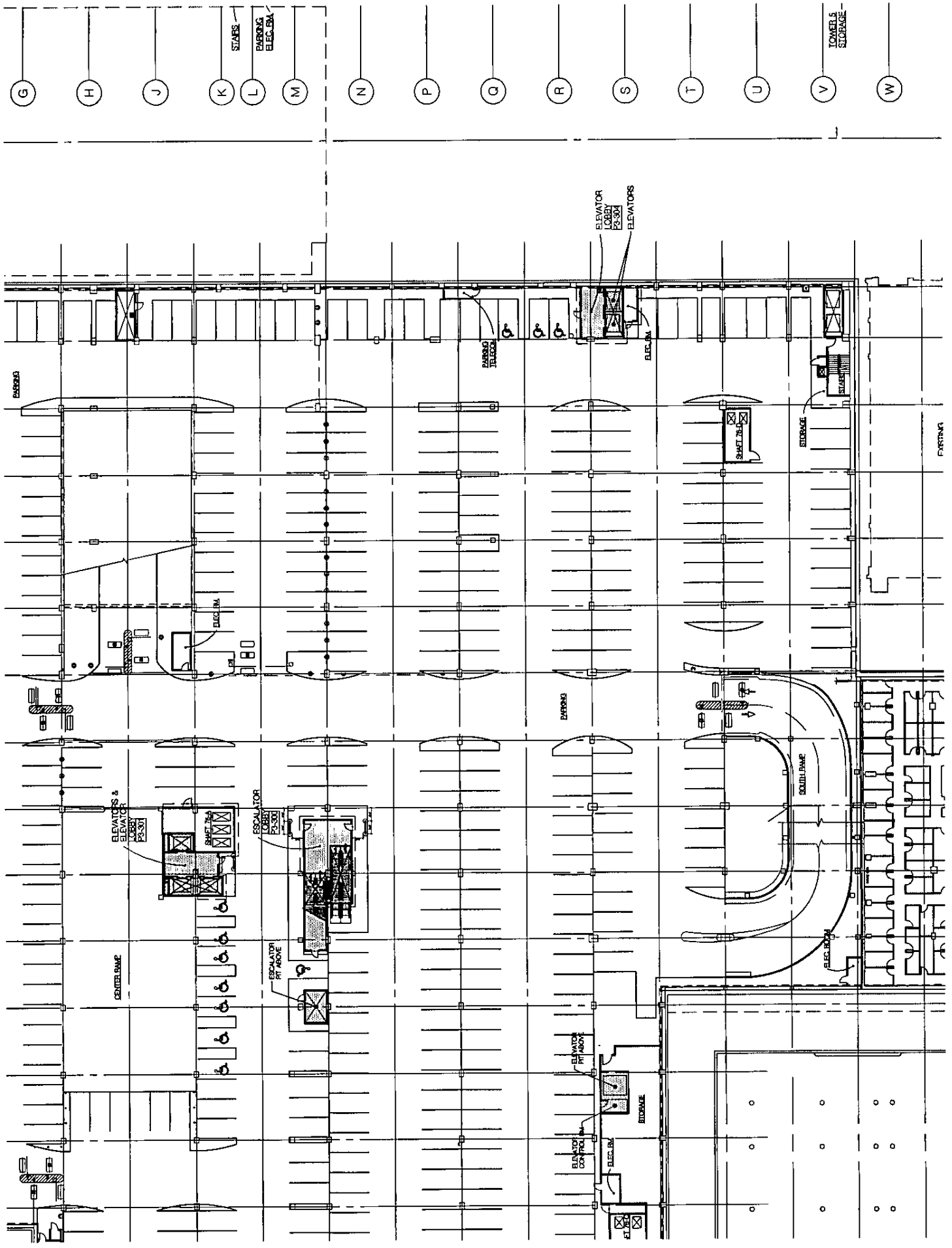






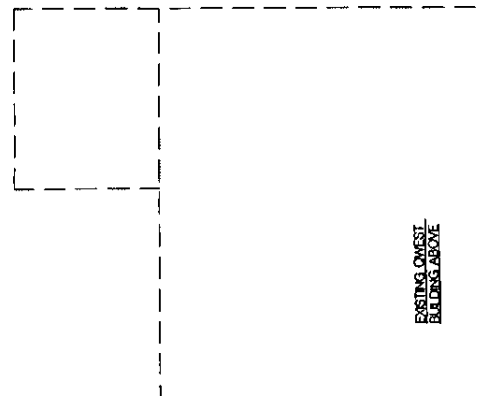
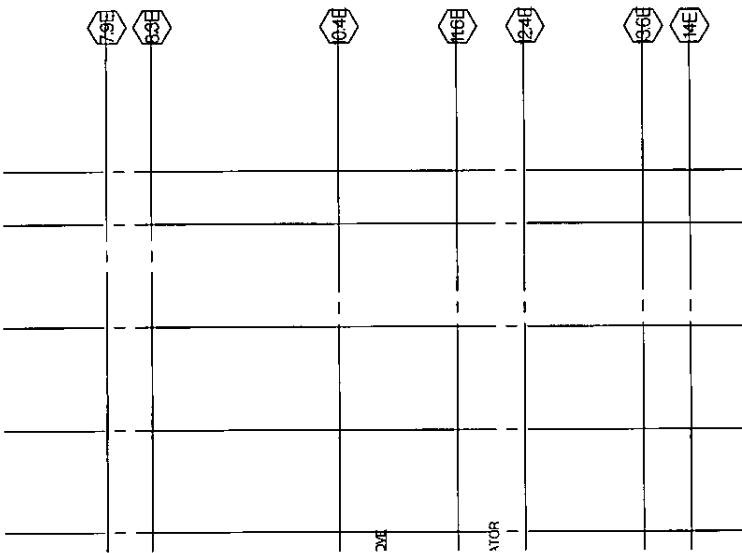
 <p>Taubman 200 E. LONG LAKE ROAD BLOOMFIELD HILLS, MI 48303-0200</p>	<p>Revision: ISSUE 10/28/09</p>
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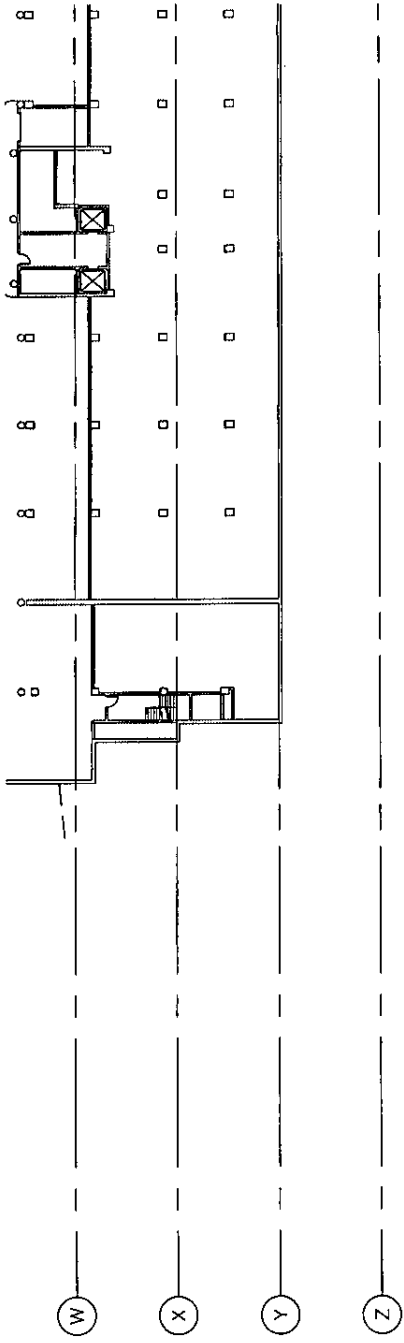


A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

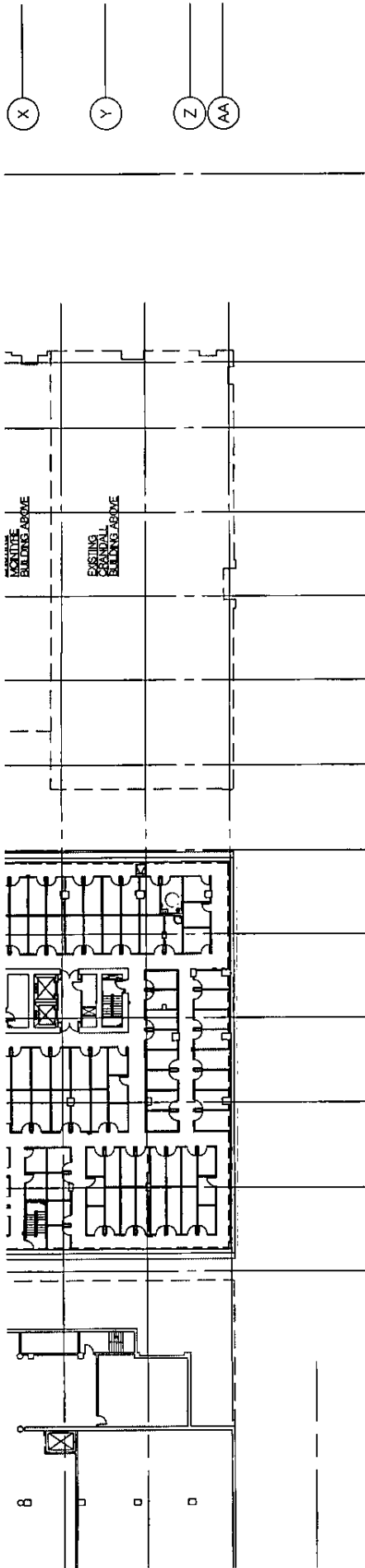
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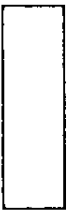
EXISTING LOWEST
BUILDING ABOVE



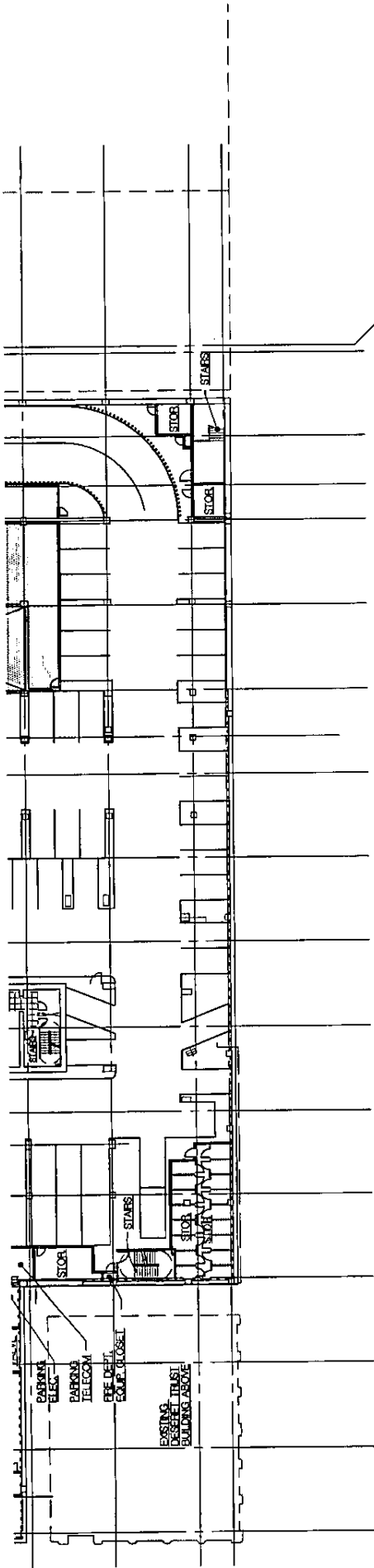
LEVEL P3



BLOCK 76



Retail Center Easements in Tower

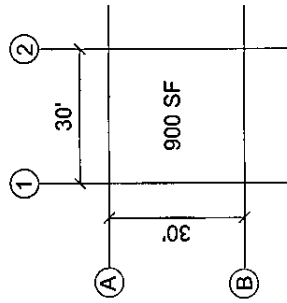


BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels









**PART III: MASTER DECLARATI
S EXHIBIT - LEVEL P3**

EER CENTER



Typical Bay

This exhibit is based upon Associates current and other project Architect's

-  Retail Center Easements in Parkin
-  Exclusive Retail Center Easements
-  Project Easements in Retail Center
-  Project Easements in Retail Center
-  Project Easements in Retail Center
-  Project Easements in Tower Retail
-  Areas excluded from the CCA leas
-  Outline of the airspace leased to C

Note:

non project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.

g Facility Parcels for benefit of Retail Center Parcels

s in Parking Facility Parcels for benefit of Retail Center Parcels

r for benefit of Residential Above Retail Parcels

r for benefit of Parking Facility Parcels

r for benefit of Office Buildings and Tower Parcels

Parcels for benefit of Tower Residential Parcels

ed airspace

CA by CCRI

anded and Restated Master Declaration executed by CCRI, dated December 4, 2

CITY CR

EXHIBIT B, I

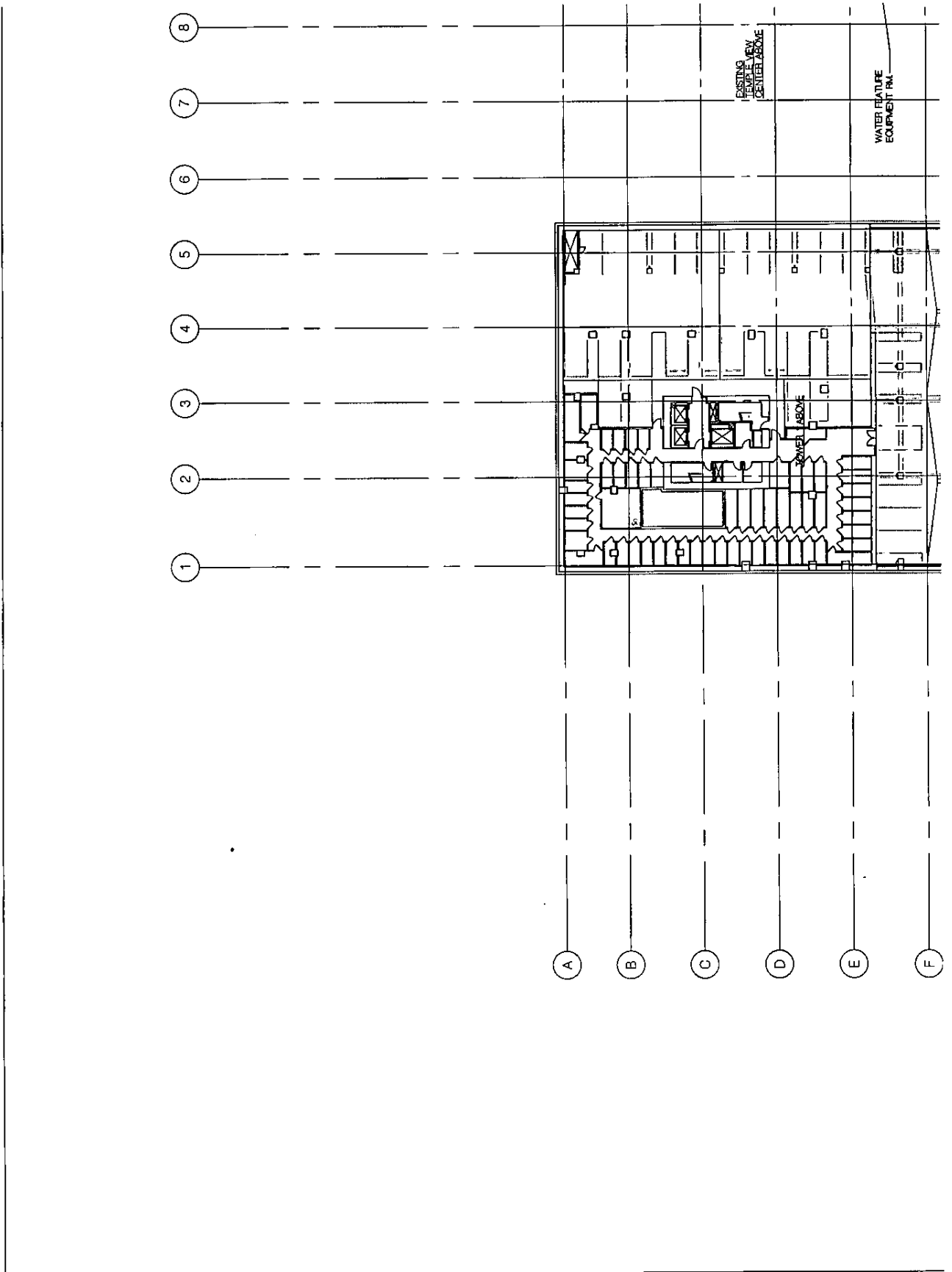
EASEMENT

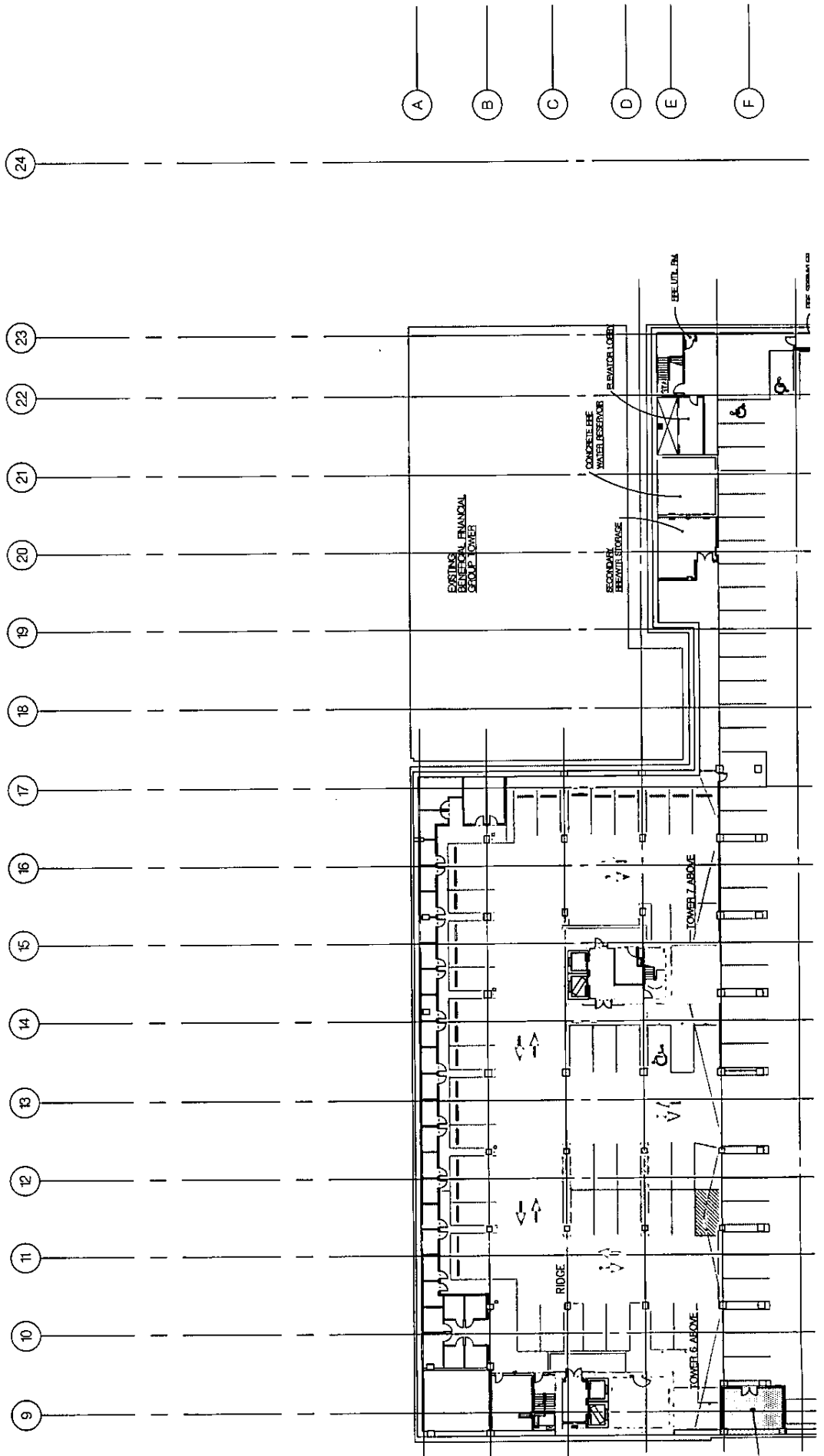
SHEET	12 OF 14
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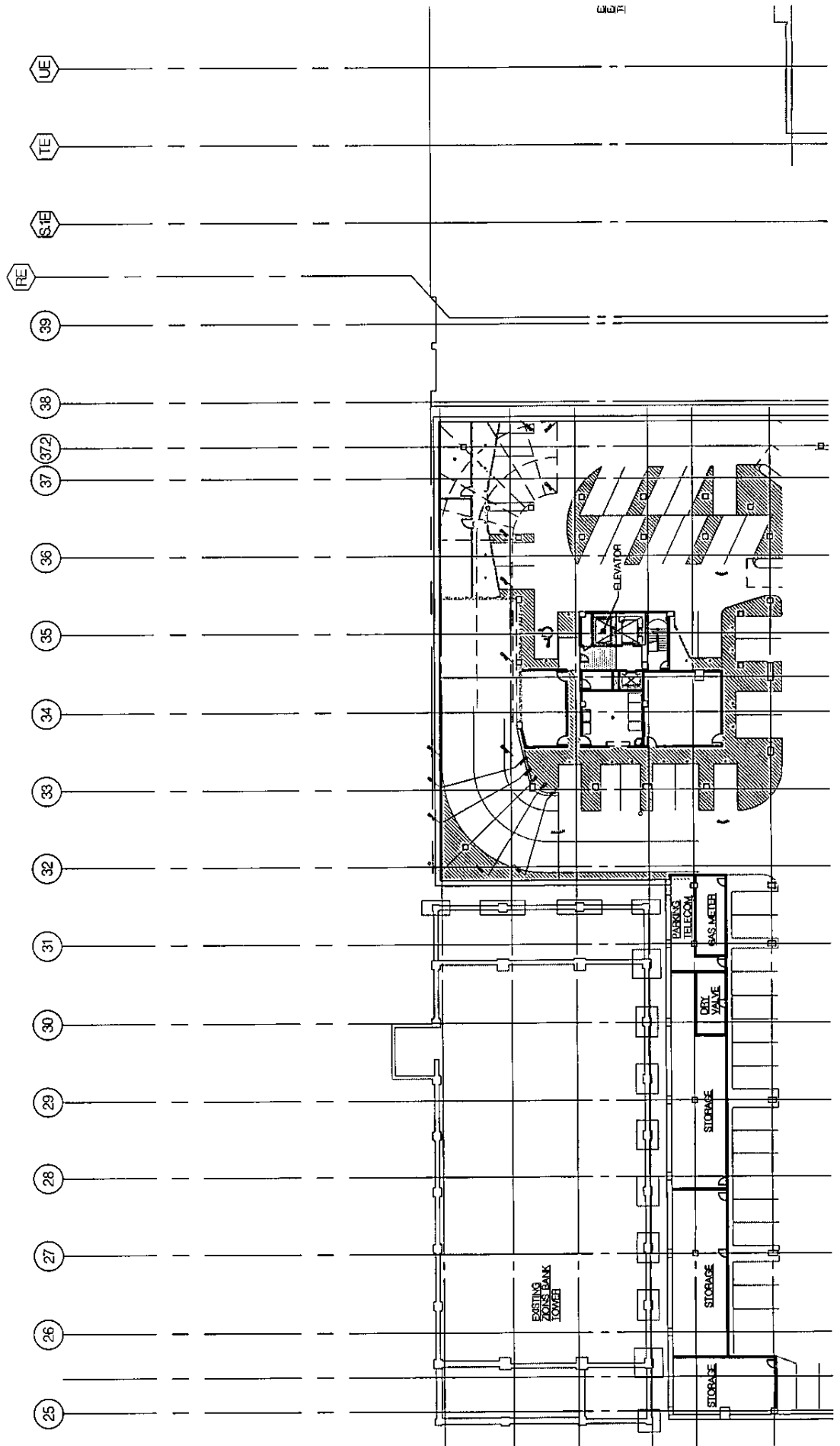
2008


Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 13 of 14
(Level P-4)

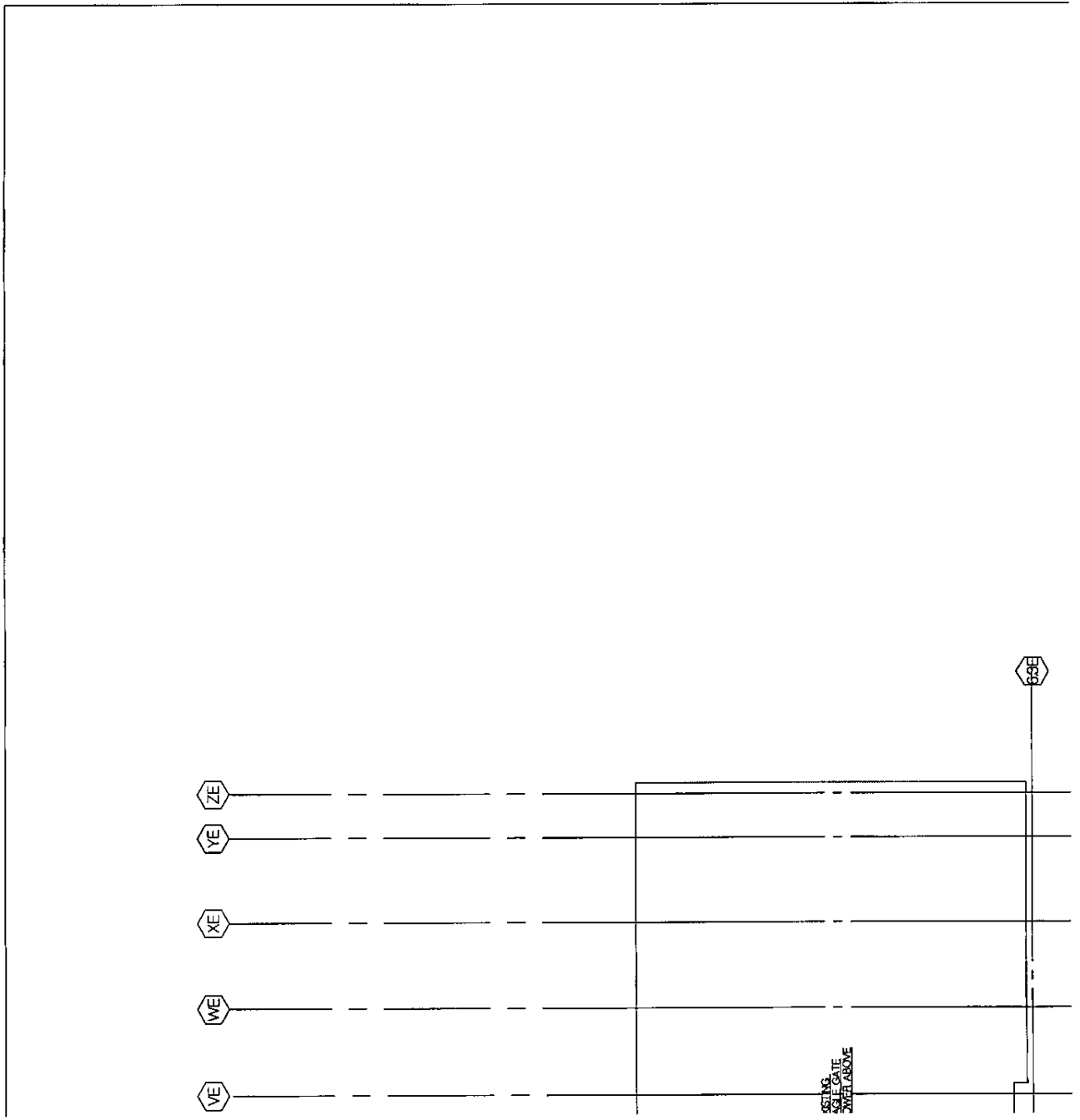
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Easements Exhibit

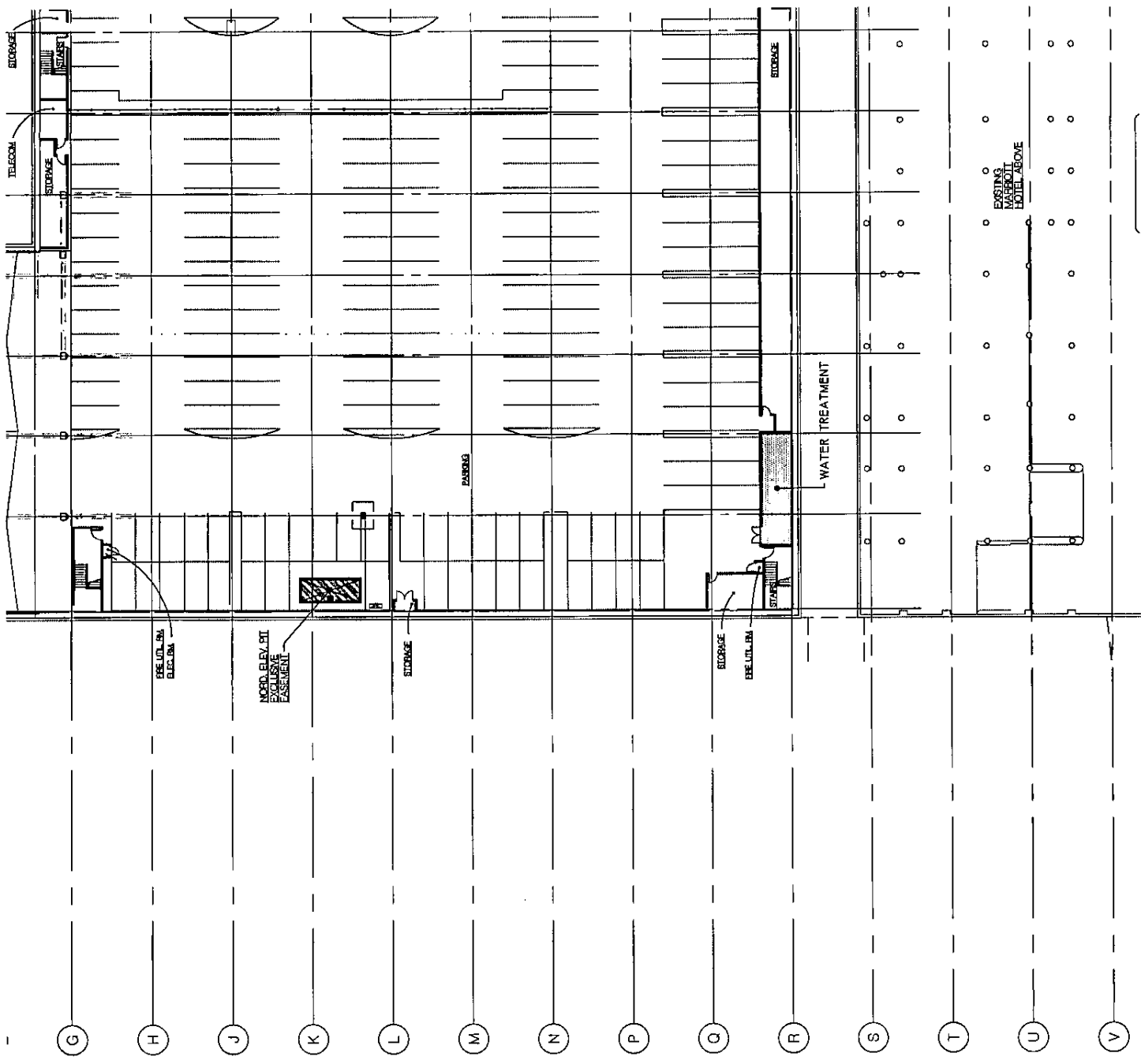


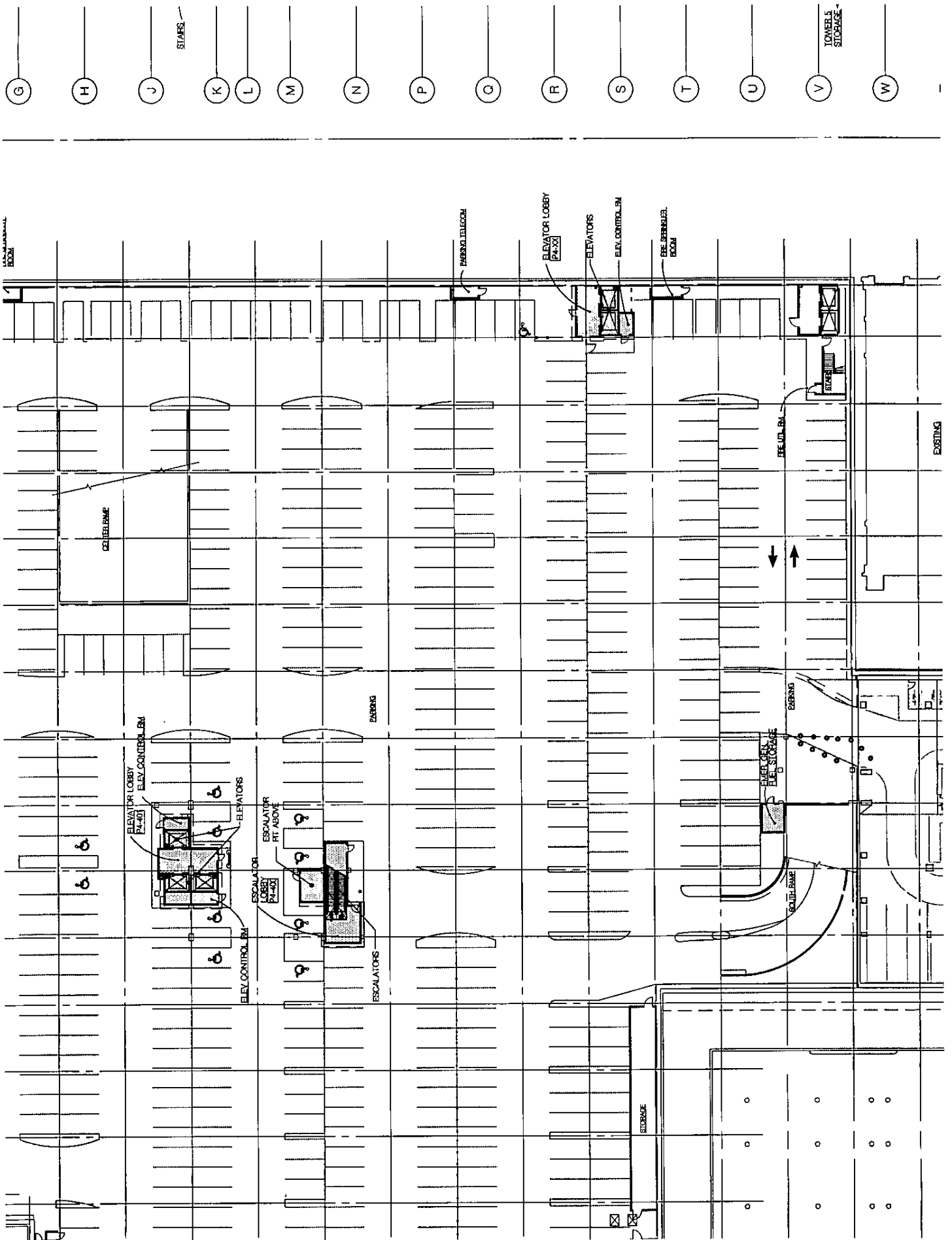


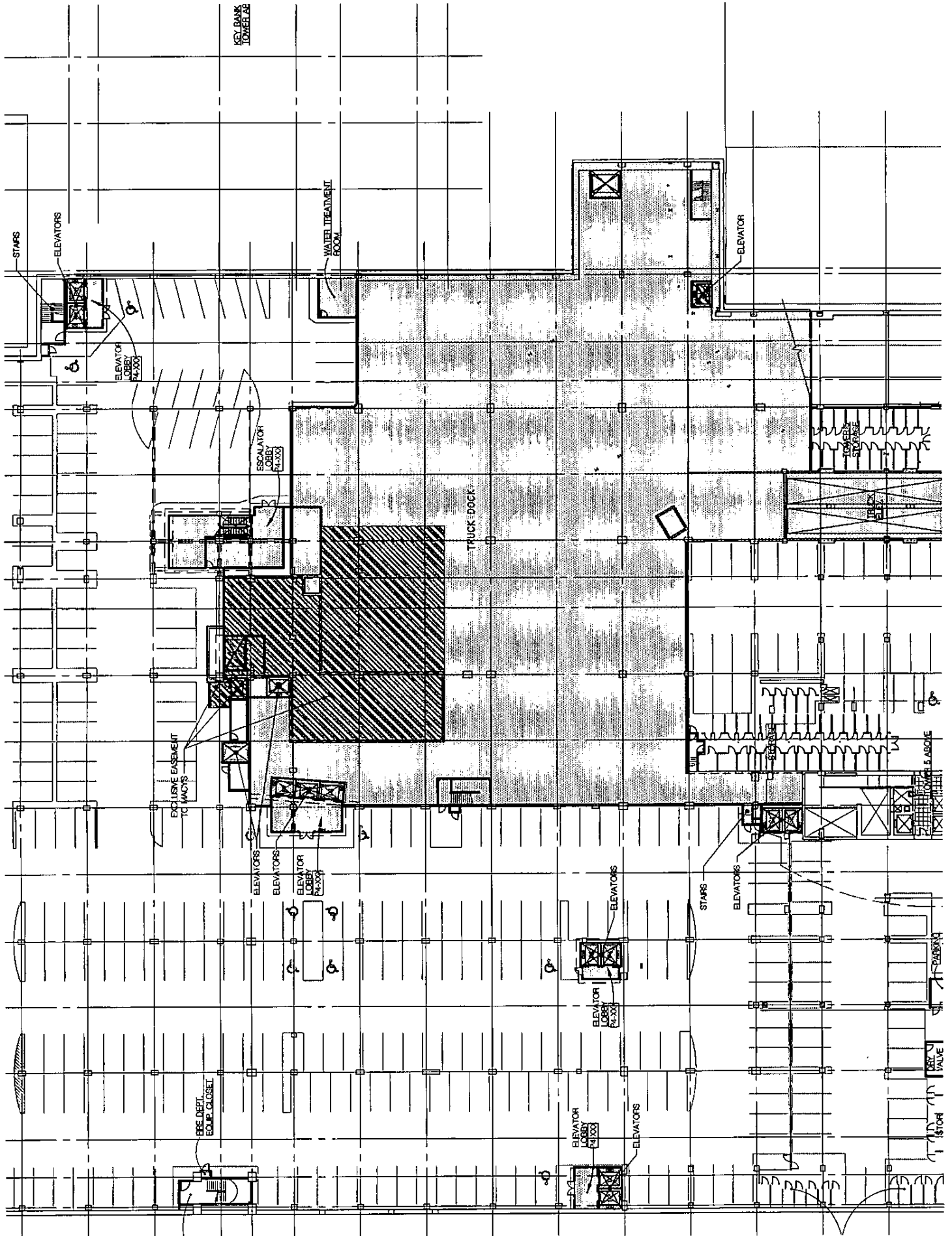


 <p>Taubman 200 E. LONG LAKE ROAD BLOOMFIELD HILLS, MI 48303-0200</p>	<p>Revision: ISSUE 10/28/09</p>
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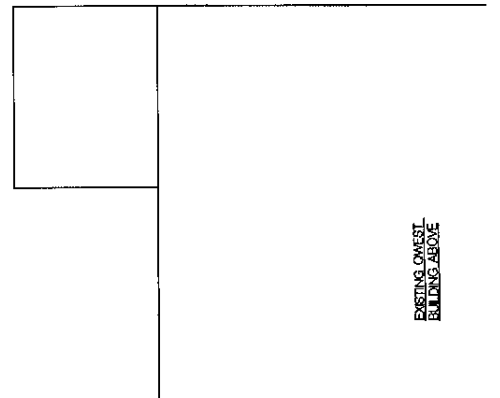
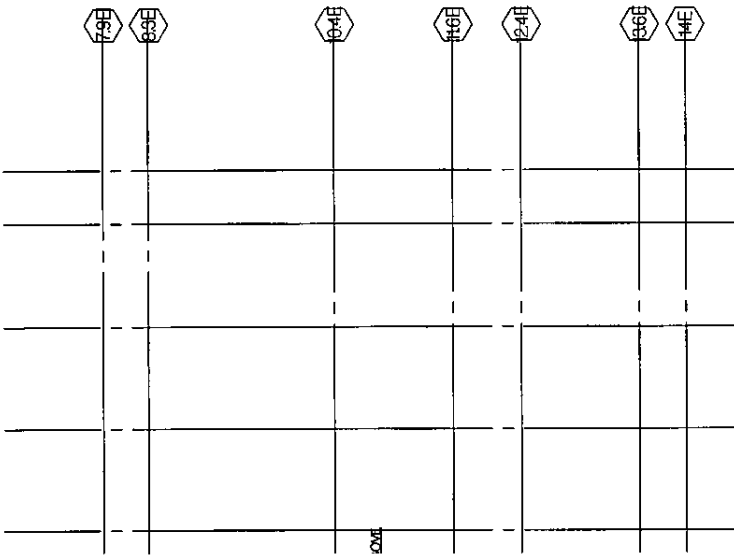


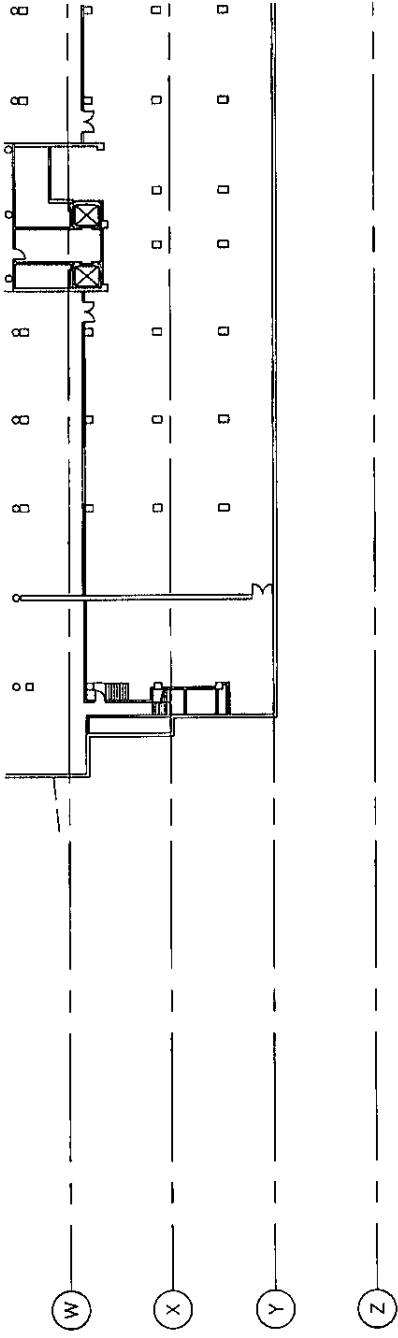




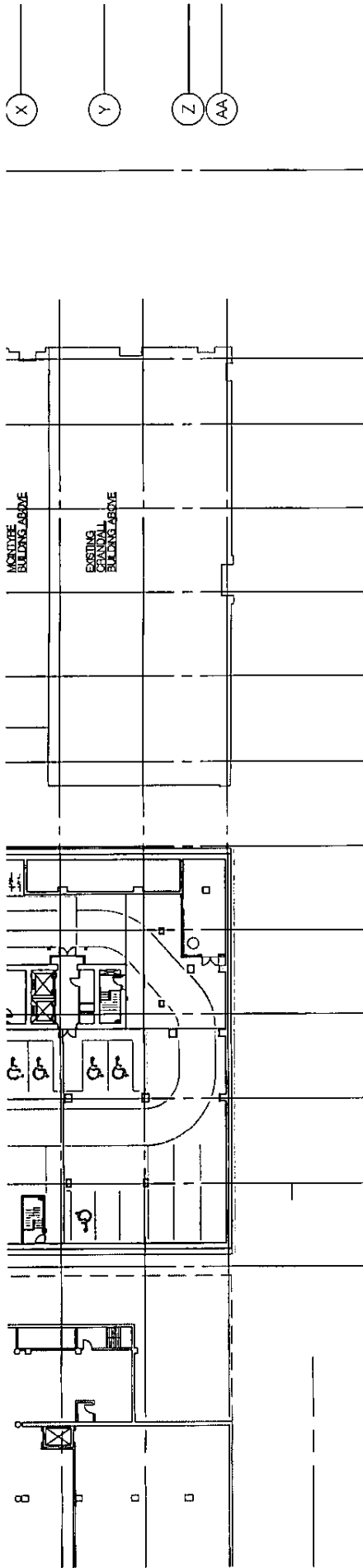
A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH

NO





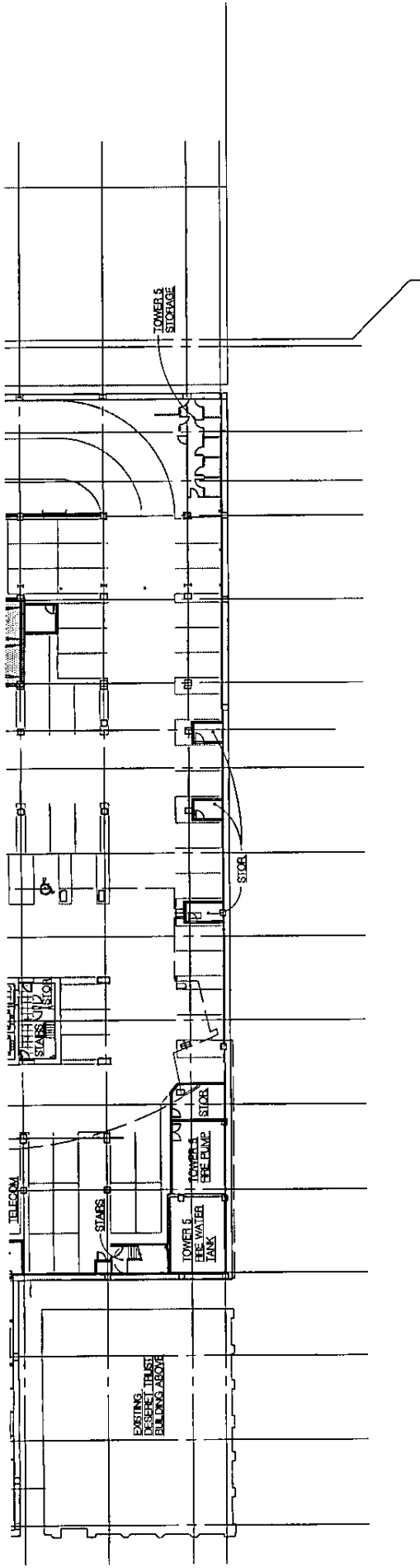
LEVEL P4



BLOCK 76



Retail Center Easements in Tower

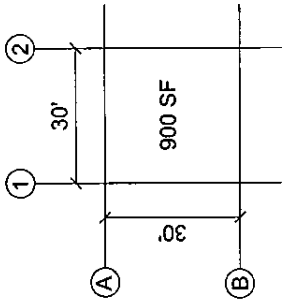


BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels


PART III: MASTER DECLARATIONS EXHIBIT-LEVEL P4

EEK CENTER





Typical Bay


*This exhibit is based upon
Associates current as
other project Architect:*


 Retail Center Easements in Parkin

 Exclusive Retail Center Easement:

 Project Easements in Retail Center

 Project Easements in Retail Center

 Project Easements in Retail Center

 Project Easements in Tower Retail

 Areas excluded from the CCA leas

 Outline of the airspace leased to C

Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.*

g Facility Parcels for benefit of Retail Center Parcels

s in Parking Facility Parcels for benefit of Retail Center Parcels

r for benefit of Residential Above Retail Parcels

r for benefit of Parking Facility Parcels

r for benefit of Office Buildings and Tower Parcels

l Parcels for benefit of Tower Residential Parcels

ied airspace

CA by CCRI

ended and Restated Master Declaration executed by CCRI, dated December 4, 2014

CITY CR

EXHIBIT B, I

EASEMENT

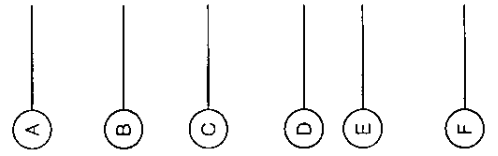
2008

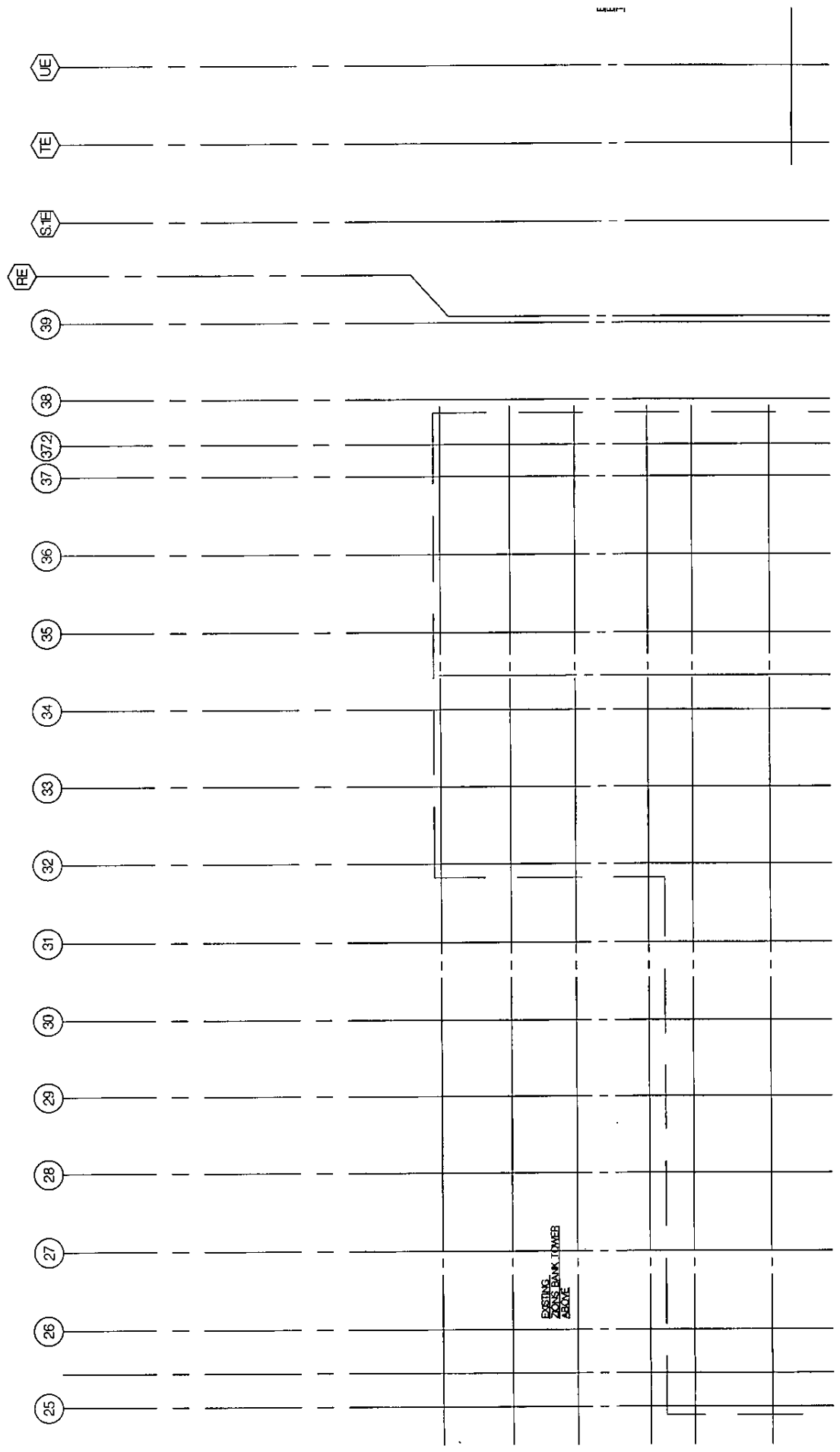
BK 9796 PG 4690

SHEET	13 OF 14
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Master Declaration
Exhibit B, Part III
Easements Exhibit – Sheet 14 of 14
(Level P-5)

The following 16 pages comprise Sheet 14 of the
Easements Exhibit







200 E. LONG LAKE ROAD

BLOOMFIELD HILLS, MI 48303-0200

Taubman

Revision:
ISSUE 10/28/09

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YE

XE

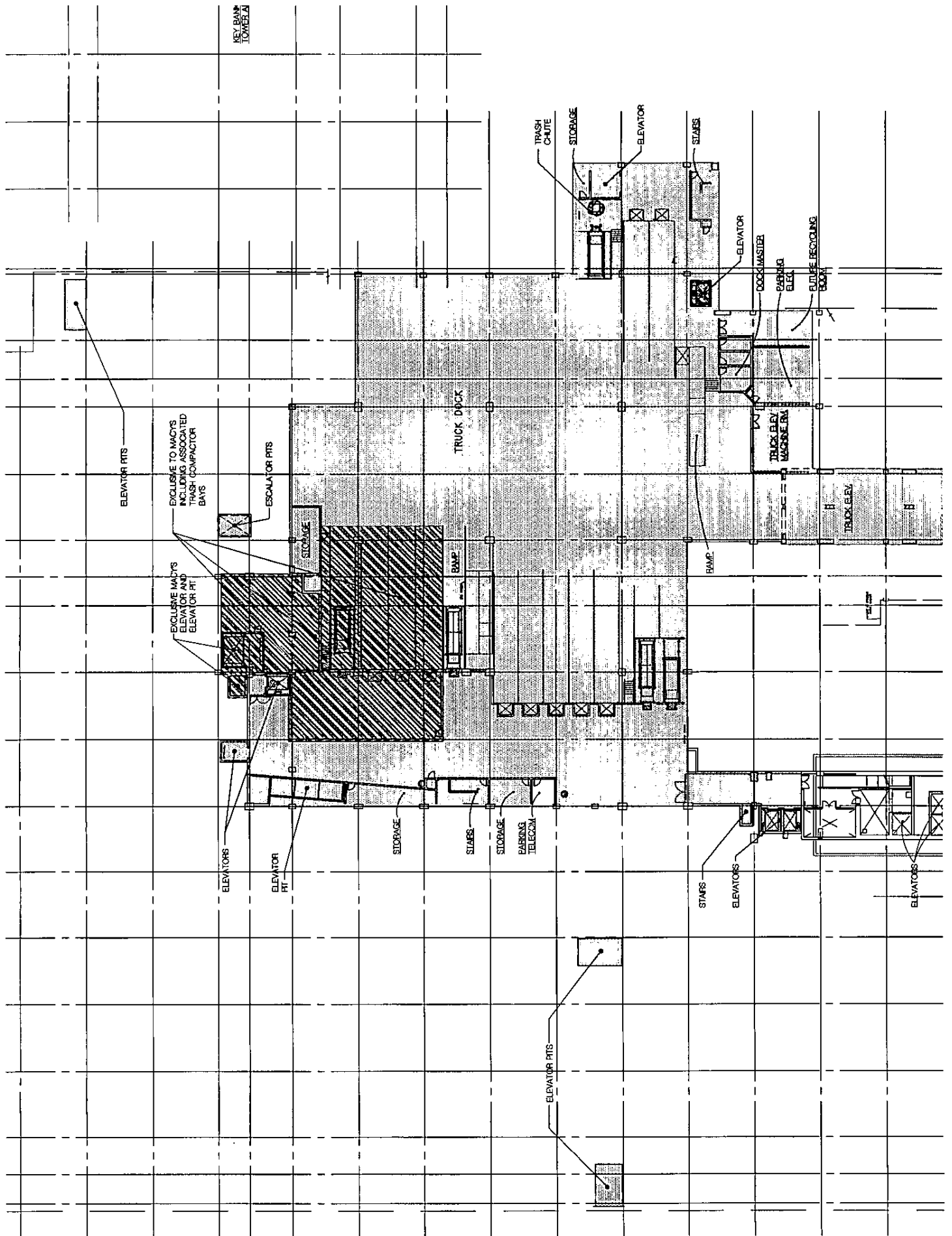
WE

VE

SE

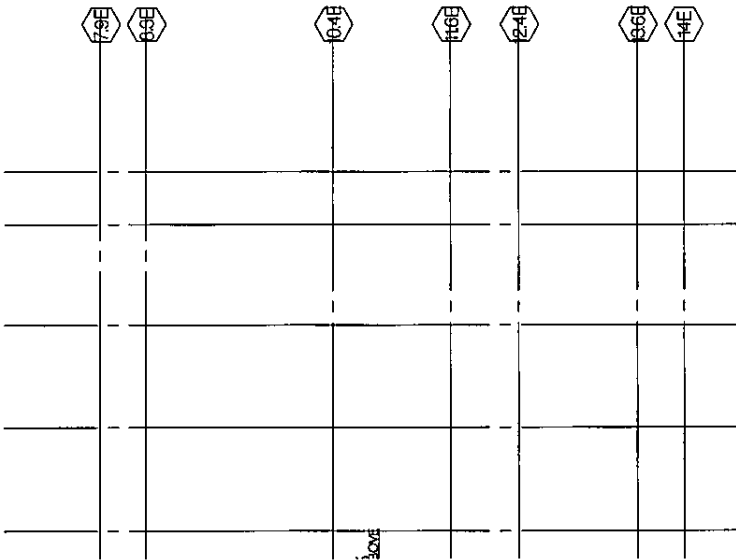
EXISTING
CONCRETE
COURT LAWN

G
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NO

A MIXED USE DEVELOPMENT
SALT LAKE CITY, UTAH



EASTING CROSS
ROLLING GROVE

LEVEL P5

(X) _____

(Y) _____

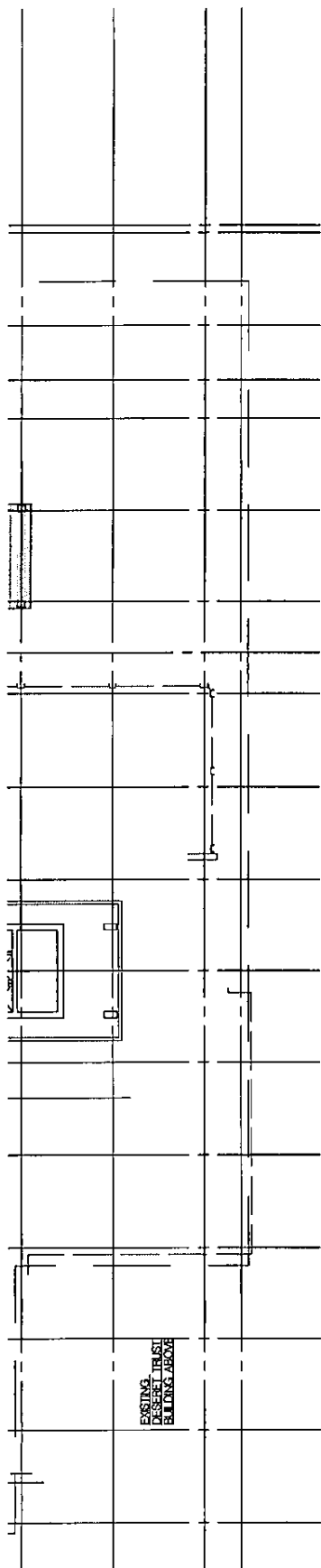
(Z) _____

(AA) _____

BLOCK 76



Retail Center Easements in Tower

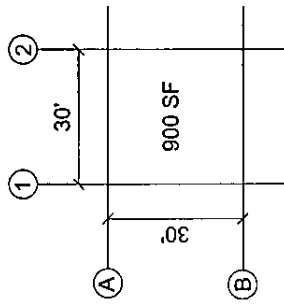


BLOCK 75

Parcels and Office Buildings for benefit of Retail Center Parcels

**PART III: MASTER DECLARATI
S EXHIBIT - LEVEL P5**

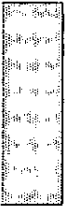
EER CENTER



Typical Bay

*This exhibit is based u
Associates current as
other project Architect.*

Retail Center Easements in Parkin



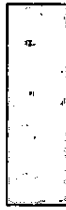
Exclusive Retail Center Easement



Project Easements in Retail Center



Project Easements in Retail Center



Project Easements in Tower Retail



Areas excluded from the CCA lease



Outline of the airspace leased to C



Note: For additional rights reference Am

*upon project plans by Hobbs + Black
of 10/26/09 and base plans imported from
s of Record current as of Oct. 23, 2009.*

ing Facility Parcels for benefit of Retail Center Parcels
s in Parking Facility Parcels for benefit of Retail Center Parcels
r for benefit of Residential Above Retail Parcels
r for benefit of Parking Facility Parcels
r for benefit of Office Buildings and Tower Parcels
l Parcels for benefit of Tower Residential Parcels
ed airspace
CA by CCRI
ended and Restated Master Declaration executed by CCRI, dated December 4, :

CITY CR

EXHIBIT B, F

EASEMENT

SHEET	14 OF 14
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2008

Master Declaration
Exhibit C, Part I
Block 75 Retail Center Parcel

BLOCK 75 - LEVEL 1 - revised 12-29-09:

BEGINNING AT A POINT THAT IS N89°59'16"E 315.87 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 70.02 FEET; THENCE SOUTH 167.62 FEET; THENCE EAST 36.58 FEET; THENCE NORTH 2.53 FEET; THENCE N89°58'54"E 43.62 FEET; THENCE S00°09'54"W 3.50 FEET; THENCE N89°58'54"E 29.20 FEET; THENCE N00°09'54"E 3.50 FEET; THENCE WEST 6.56 FEET; THENCE NORTH 11.19 FEET; THENCE EAST 6.59 FEET; THENCE N00°09'54"E 15.44 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 246.26 FEET; THENCE WEST 109.62 FEET; THENCE SOUTH 24.72 FEET; THENCE N89°57'59"E 109.55 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 30.25 FEET; THENCE S89°58'12"W 80.66 FEET; THENCE SOUTH 23.13 FEET; THENCE WEST 6.01 FEET; THENCE SOUTH 11.15 FEET; THENCE WEST 57.83 FEET; THENCE N55°54'13"E 46.41 FEET; THENCE N34°05'41"W 13.96 FEET; THENCE S55°54'13"W 48.33 FEET; THENCE N33°42'14"W 4.79 FEET; THENCE WEST 28.59 FEET; THENCE N00°09'54"E 5.03 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 0.43 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 212.50 FEET; THENCE NORTH 44.04 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.89 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 20.05 FEET; THENCE EAST 20.00 FEET; THENCE NORTH 1.14 FEET; THENCE EAST 13.73 FEET; THENCE NORTH 19.77 FEET; THENCE WEST 5.69 FEET; THENCE NORTH 3.50 FEET; THENCE WEST 76.71 FEET; THENCE SOUTH 8.39 FEET; THENCE WEST 21.17 FEET; THENCE SOUTH 78.66 FEET TO A 50.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°59'23"E; THENCE ALONG SAID ARC 16.39 FEET (CHORD BEARS S09°24'02"E 16.32 FEET) TO A 208.50 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N71°12'33"E; THENCE ALONG SAID ARC 14.99 FEET (CHORD BEARING S20°51'03"E 14.99 FEET); THENCE S23°18'56"E 2.95 FEET; THENCE SOUTH 7.91 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.61 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 103.85 FEET; THENCE EAST 24.21 FEET; THENCE S04°57'59"E 6.21 FEET; THENCE N85°00'00"E 32.08 FEET; THENCE N26°00'00"E 8.55 FEET; THENCE N09°30'00"E 15.71 FEET; THENCE N19°35'03"W 28.10 FEET; THENCE N70°30'00"E 12.78 FEET; THENCE S24°33'21"E 6.74 FEET; THENCE N51°27'08"E 4.49 FEET; THENCE N03°41'40"W 13.82 FEET; THENCE WEST 14.72

Master Declaration
Exhibit C, Part I
Block 75 Retail Center Parcel

FEET; THENCE NORTH 52.86 FEET; THENCE WEST 2.99 FEET; THENCE NORTH 25.50 FEET; THENCE EAST 12.13 FEET; THENCE NORTH 19.59 FEET; THENCE EAST 18.62 FEET; THENCE NORTH 7.74 FEET; THENCE EAST 6.82 FEET; THENCE NORTH 42.54 FEET; THENCE WEST 69.67 FEET; THENCE SOUTH 2.31 FEET; THENCE WEST 32.02 FEET; THENCE NORTH 2.01 FEET; THENCE WEST 19.32 FEET; THENCE SOUTH 15.17 FEET; THENCE EAST 2.44 FEET; THENCE SOUTH 2.44 FEET; THENCE WEST 2.44 FEET; THENCE SOUTH 2.74 FEET; THENCE EAST 2.44 FEET; THENCE SOUTH 5.21 FEET; THENCE WEST 53.07 FEET; THENCE NORTH 25.55 FEET; THENCE EAST 25.41 FEET; THENCE NORTH 6.81 FEET; THENCE EAST 54.34 FEET; THENCE NORTH 16.43 FEET; THENCE EAST 9.57 FEET; THENCE SOUTH 16.43 FEET; THENCE EAST 20.66 FEET; THENCE NORTH 51.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING the Following Two Areas:

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 472.64 FEET AND SOUTH 285.51 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 98.42 FEET; THENCE SOUTH 2.22 FEET; THENCE EAST 7.73 FEET; THENCE NORTH 2.53 FEET; THENCE EAST 3.38 FEET; THENCE SOUTH 2.08 FEET; THENCE EAST 3.76 FEET TO A 90.59 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S83°38'24"E; THENCE ALONG SAID ARC 6.48 FEET (CHORD BEARS S04°18'41"W 6.48 FEET); THENCE WEST 3.50 FEET; THENCE SOUTH 14.52 FEET; THENCE WEST 109.30 FEET; THENCE NORTH 22.75 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°09'53"W 274.11 FEET AND WEST 20.61 FEET FROM THE NORTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4320.06 TO ELEVATION 4338.06 AND RUNNING THENCE SOUTH 44.83 FEET; THENCE WEST 13.79 FEET; THENCE SOUTH 3.67 FEET; THENCE WEST 14.70 FEET; THENCE NORTH 1.74 FEET; THENCE WEST 10.66 FEET; THENCE NORTH 11.56 FEET; THENCE EAST 9.29 FEET; THENCE NORTH 35.20 FEET; THENCE EAST 29.87 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 LEVEL 2 – REVISED 12-14-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 70.54 FEET; THENCE NORTH 23.56 FEET; THENCE EAST 11.19 FEET; THENCE SOUTH 43.84 FEET; THENCE EAST 141.65 FEET; THENCE SOUTH 1.28 FEET; THENCE EAST 9.10 FEET; THENCE SOUTH 0.72 FEET; THENCE EAST 20.33 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 62.26 FEET; THENCE WEST 50.47 FEET; THENCE SOUTH 1.14 FEET; THENCE WEST 30.20 FEET; THENCE SOUTH 2.64 FEET; THENCE WEST 6.24 FEET; THENCE SOUTH 32.42 FEET; THENCE WEST 99.80 FEET; THENCE SOUTH 12.59 FEET;

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THENCE WEST 15.46 FEET; THENCE SOUTH 9.89 FEET; THENCE EAST 32.63 FEET; THENCE SOUTH 8.79 FEET; THENCE S82°52'30"E 32.00 FEET; THENCE SOUTH 23.85 FEET; THENCE EAST 90.62 FEET; THENCE SOUTH 11.29 FEET; THENCE EAST 14.92 FEET; THENCE SOUTH 28.29 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 108.03 FEET; THENCE WEST 4.17 FEET; THENCE NORTH 17.78 FEET; THENCE WEST 14.11 FEET; THENCE NORTH 2.27 FEET; THENCE WEST 20.08 FEET; THENCE SOUTH 24.77 FEET; THENCE WEST 12.65 FEET; THENCE NORTH 6.08 FEET; THENCE WEST 9.36 FEET; THENCE NORTH 9.83 FEET; THENCE EAST 13.34 FEET; THENCE NORTH 9.00 FEET; THENCE WEST 26.39 FEET; THENCE SOUTH 8.95 FEET; THENCE WEST 34.02 FEET; THENCE SOUTH 96.63 FEET; THENCE EAST 3.74 FEET TO A 207.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N70°33'17"E; THENCE ALONG SAID ARC 15.55 FEET (CHORD BEARS S21°35'33"E 15.55 FEET); THENCE WEST 1.53 FEET; THENCE SOUTH 8.25 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.03 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 239.33 FEET AND SOUTH 30.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 102.90 FEET; THENCE SOUTH 51.56 FEET; THENCE WEST 32.56 FEET; THENCE SOUTH 10.09 FEET; THENCE WEST 15.55 FEET; THENCE SOUTH 34.50 FEET; THENCE EAST 4.12 FEET; THENCE SOUTH 6.16 FEET; THENCE WEST 11.77 FEET; THENCE NORTH 46.94 FEET; THENCE WEST 47.15 FEET; THENCE NORTH 55.37 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 LEVEL 3 - REVISED 12-14-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 TO ELEVATION 4374.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 10.85 FEET; THENCE SOUTH 80.42 FEET; THENCE EAST 184.75 FEET; THENCE SOUTH 24.42 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE

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S62°56'26"W 2.67 FEET; THENCE S58°45'18"W 17.14 FEET; THENCE S54°34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 108.03 FEET; THENCE WEST 4.17 FEET; THENCE NORTH 24.75 FEET; THENCE EAST 21.67 FEET TO A 185.00 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S69°42'56"E; THENCE ALONG SAID ARC 67.64 FEET (CHORD BEARS N30°45'34"E 67.27 FEET); THENCE N30°00'00"W 40.00 FEET; THENCE N81°00'00"W 43.83 FEET; THENCE N09°00'00"E 1.83 FEET; THENCE N81°00'00"W 16.79 FEET; THENCE S09°00'00"W 2.08 FEET TO A 1557.17 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S08°25'30"W; THENCE ALONG SAID ARC 222.90 FEET (CHORD BEARS N85°40'32"W 222.71 FEET); THENCE SOUTH 0.48 FEET; THENCE WEST 8.79 FEET; THENCE NORTH 2.49 FEET; THENCE WEST 10.33 FEET; THENCE SOUTH 3.79 FEET; THENCE WEST 7.75 FEET; THENCE SOUTH 55.90 FEET; THENCE EAST 2.83 FEET; THENCE SOUTH 29.98 FEET; THENCE WEST 1.15 FEET; THENCE SOUTH 27.06 FEET; THENCE EAST 2.69 FEET; THENCE NORTH 3.58 FEET; THENCE EAST 43.23 FEET; THENCE SOUTH 3.21 FEET; THENCE EAST 9.05 FEET; THENCE SOUTH 5.86 FEET; THENCE S45°00'00"E 5.10 FEET; THENCE EAST 31.11 FEET; THENCE SOUTH 54.07 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 TO ELEVATION 4374.00 AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 LEVEL 4 – Revised 12-14-09) :

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4374.00 TO ELEVATION 4386.00 AND RUNNING THENCE N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET; THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST 10.85 FEET; THENCE SOUTH 80.42 FEET; THENCE EAST 184.75 FEET; THENCE SOUTH 24.42 FEET; THENCE WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W

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75.56 FEET; THENCE S00°09'54"W 44.96 FEET; THENCE WEST 44.91 FEET;
THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET; THENCE
S58°45'18"W 17.14 FEET; THENCE S54'34'11"W 3.33 FEET; THENCE
N36°24'57"W 6.34 FEET; THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W
30.40 FEET; THENCE S30°23'24"W 30.40 FEET; THENCE S27°19'41"W 3.67
FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET;
THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE
S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH
RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID
NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 132.78 FEET; THENCE
WEST 0.33 FEET; THENCE NORTH 1.92 FEET; THENCE WEST 15.56 FEET; THENCE
NORTH 27.44 FEET; THENCE WEST 32.01 FEET; THENCE SOUTH 2.83 FEET;
THENCE WEST 36.32 FEET; THENCE SOUTH 15.25 FEET; THENCE WEST 20.46
FEET; THENCE NORTH 20.35 FEET; THENCE WEST 80.91 FEET; THENCE SOUTH
91.05 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT
ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH
RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE
N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W
81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET;
THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE
S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE
S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE
S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE
N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON
SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH
30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT
LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT
LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF
4374.00 TO ELEVATION 4386.00 AND RUNNING THENCE EAST 22.67 FEET;
THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67
FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE
WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET;
THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 LEVEL 5 & ABOVE – REVISED 12-29-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 196.33 FEET FROM THE NORTHWEST CORNER OF BLOCK 75,
PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND
MERIDIAN SAID POINT ALSO BEING A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE
STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE
N89°59'16"E ALONG SAID SOUTH RIGHT OF WAY LINE 210.75 FEET; THENCE S00°01'17"W 165.10 FEET;
THENCE N89°58'54"E 88.29 FEET; THENCE N00°09'54"E 26.63 FEET; THENCE N89°55'01"E 164.59 FEET TO
A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET; THENCE S00°09'53"W ALONG SAID WEST
RIGHT OF WAY LINE 106.92 FEET; THENCE WEST 206.17 FEET; THENCE SOUTH 34.51 FEET; THENCE WEST
10.85 FEET; THENCE SOUTH 80.42 FEET; THENCE EAST 184.75 FEET; THENCE SOUTH 24.42 FEET; THENCE
WEST 77.75 FEET; THENCE SOUTH 24.72 FEET; THENCE S89°57'59"W 75.56 FEET; THENCE S00°09'54"W
44.96 FEET; THENCE WEST 44.91 FEET; THENCE S68°31'24"W 24.65 FEET; THENCE S62°56'26"W 2.67 FEET;
THENCE S58°45'18"W 17.14 FEET; THENCE S54'34'11"W 3.33 FEET; THENCE N36°24'57"W 6.34 FEET;
THENCE S52°46'31"W 3.67 FEET; THENCE S49°42'48"W 30.40 FEET; THENCE S30°23'24"W 30.40 FEET;

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THENCE S27°19'41"W 3.67 FEET; THENCE S63°28'51"E 9.18 FEET; THENCE S25°58'32"W 1.85 FEET; THENCE S19°36'48"W 27.60 FEET; THENCE S13°04'32"W 2.67 FEET; THENCE S06°32'16"W 27.60 FEET; THENCE SOUTH 77.08 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 59.59 FEET; THENCE NORTH 132.45 FEET; THENCE WEST 34.17 FEET; THENCE NORTH 31.96 FEET; THENCE WEST 151.42 FEET; THENCE SOUTH 91.05 FEET; THENCE WEST 0.56 FEET; THENCE SOUTH 73.47 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 7.38 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 62.54 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 218.16 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 200.43 FEET; THENCE N00°09'35"E 84.41 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

LESS AND EXCEPTING the following two areas:

Area 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 240.76 FEET AND SOUTH 30.01 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE EAST 22.67 FEET; THENCE NORTH 2.67 FEET; THENCE EAST 54.62 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 22.67 FEET; THENCE SOUTH 103.29 FEET; THENCE WEST 54.25 FEET; THENCE NORTH 47.29 FEET; THENCE WEST 45.71 FEET; THENCE NORTH 56.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 258.67 FEET AND SOUTH 497.89 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4386.00 AND ABOVE AND RUNNING THENCE SOUTH 26.32 FEET; THENCE WEST 11.29 FEET; THENCE NORTH 26.32 FEET; THENCE EAST 11.29 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 SUB LEVEL ELEVATION 99'-7-1/4" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 422.64 FEET AND SOUTH 291.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.60 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 105.33 FEET; THENCE N29°56'44"W 30.89 FEET; THENCE N60°00'00"E 11.43 FEET TO A 151.12 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS S71°35'41"W; THENCE ALONG SAID ARC 68.14 FEET (CHORD BEARS N05°29'14"W 67.57 FEET); THENCE N65°00'00"E 13.23 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 SUB LEVEL ELEVATION 99'-7" – 1-07-10):

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 TO ELEVATION 4320.06 AND RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 104.23 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93

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FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET;
THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 SUB LEVEL ELEVATION 97'-0" – REVISED 10-26-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 342.95 FEET AND SOUTH 160.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 41.44 FEET; THENCE SOUTH 9.34 FEET; THENCE EAST 16.08 FEET; THENCE SOUTH 12.50 FEET; THENCE WEST 3.75 FEET; THENCE SOUTH 9.00 FEET; THENCE EAST 24.75 FEET; THENCE SOUTH 101.05 FEET; THENCE S65°00'00"W 11.94 FEET TO A 151.12 FOOT NON-TANGENT CURVE TO THE RIGHT, RADIUS POINT BEARS S71°35'41"W; THENCE ALONG SAID ARC 68.14 FEET (CHORD BEARS S05°29'14"E 67.57 FEET); THENCE S60°00'00"W 11.43 FEET; THENCE S29°56'44"E 30.89 FEET; THENCE SOUTH 15.46 FEET; THENCE EAST 51.44 FEET; THENCE S00°09'54"W 56.83 FEET; THENCE N89°58'23"E 5.00 FEET; THENCE S00°09'54"W 13.01 FEET; THENCE S89°58'21"W 60.82 FEET; THENCE NORTH 15.64 FEET; THENCE WEST 54.75 FEET; THENCE SOUTH 32.65 FEET; THENCE WEST 3.00 FEET; THENCE NORTH 2.67 FEET; THENCE WEST 121.67 FEET; THENCE SOUTH 29.33 FEET; THENCE WEST 147.00 FEET; THENCE NORTH 29.33 FEET; THENCE WEST 85.04 FEET; THENCE NORTH 9.04 FEET; THENCE WEST 9.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 4.15 FEET; THENCE S89°58'21"W 1.00 FEET; THENCE N00°09'35"E 216.23 FEET; THENCE EAST 290.32 FEET; THENCE NORTH 0.38 FEET; THENCE EAST 24.21 FEET; THENCE S04°57'59"E 6.21 FEET; THENCE N85°00'00"E 32.08 FEET; THENCE N26°00'00"E 8.55 FEET; THENCE N09°30'00"E 15.71 FEET; THENCE N19°35'03"W 28.10 FEET; THENCE N70°30'00"E 19.52 FEET; THENCE NORTH 8.20 FEET; THENCE WEST 15.66 FEET; THENCE NORTH 45.58 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING FROM THIS SUB LEVEL THE FOLLOWING 7 AREAS – REVISED 10-26-09

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 22.64 FEET AND SOUTH 388.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 6.50 FEET; THENCE SOUTH 9.00 FEET; THENCE WEST 6.50 FEET; THENCE NORTH 9.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 63.80 FEET AND SOUTH 377.05 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 16.33 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 16.33 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 3:

Master Declaration
Exhibit C, Part I
Block 75 Retail Center Parcel

BEGINNING AT A POINT THAT IS N89°59'16"E 123.80 FEET AND SOUTH 380.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS N89°59'16"E 162.30 FEET AND SOUTH 377.07 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.83 FEET; THENCE SOUTH 7.17 FEET; THENCE WEST 7.83 FEET; THENCE NORTH 7.17 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS N89°59'16"E 183.80 FEET AND SOUTH 384.56 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 6:

BEGINNING AT A POINT THAT IS N89°59'16"E 232.30 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

AREA 7:

BEGINNING AT A POINT THAT IS N89°59'16"E 243.80 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4317.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 SUB LEVEL ELEVATION 96'-8-1/4" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 6.60 FEET AND SOUTH 487.50 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.69 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 9.04 FEET; THENCE WEST 9.98 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 9.04 FEET; THENCE EAST 9.96 FEET TO THE POINT OF BEGINNING.

Master Declaration
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Together with the following 7 Areas that comprise BLOCK 75 SUB LEVEL ELEVATION 95'-0" – REVISED 10-26-09):

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'16"E 22.64 FEET AND SOUTH 388.28 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 6.50 FEET; THENCE SOUTH 9.00 FEET; THENCE WEST 6.50 FEET; THENCE NORTH 9.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS N89°59'16"E 63.80 FEET AND SOUTH 377.05 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 16.33 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 16.33 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS N89°59'16"E 123.80 FEET AND SOUTH 380.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS N89°59'16"E 162.30 FEET AND SOUTH 377.07 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.83 FEET; THENCE SOUTH 7.17 FEET; THENCE WEST 7.83 FEET; THENCE NORTH 7.17 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS N89°59'16"E 183.80 FEET AND SOUTH 384.56 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 17.17 FEET; THENCE SOUTH 8.67 FEET; THENCE WEST 17.17 FEET; THENCE NORTH 8.67 FEET TO THE POINT OF BEGINNING.

AREA 6:

BEGINNING AT A POINT THAT IS N89°59'16"E 232.30 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET;

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THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

AREA 7:

BEGINNING AT A POINT THAT IS N89°59'16"E 243.80 FEET AND SOUTH 393.59 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.00 TO ELEVATION 4320.06 AND RUNNING THENCE EAST 7.17 FEET; THENCE SOUTH 9.17 FEET; THENCE WEST 7.17 FEET; THENCE NORTH 9.17 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 SUB LEVEL 91'-8" – REVISED 9-18-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 418.05 FEET AND SOUTH 466.65 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4311.67 TO ELEVATION 4320.06 AND RUNNING THENCE SOUTH 15.64 FEET; THENCE S89°58'21"W 9.72 FEET; THENCE S00°09'54"W 164.34 FEET; THENCE WEST 134.14 FEET; THENCE SOUTH 13.78 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 78.40 FEET; THENCE NORTH 44.04 FEET; THENCE EAST 11.11 FEET; THENCE NORTH 29.89 FEET; THENCE WEST 9.30 FEET; THENCE NORTH 45.45 FEET; THENCE WEST 4.38 FEET; THENCE NORTH 4.03 FEET; THENCE EAST 43.21 FEET; THENCE SOUTH 20.05 FEET; THENCE EAST 20.00 FEET; THENCE NORTH 1.14 FEET; THENCE EAST 13.73 FEET; THENCE NORTH 19.77 FEET; THENCE WEST 5.69 FEET; THENCE NORTH 3.50 FEET; THENCE WEST 76.71 FEET; THENCE SOUTH 8.39 FEET; THENCE WEST 21.17 FEET; THENCE SOUTH 78.66 FEET TO A 50.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°59'23"E; THENCE ALONG SAID ARC 16.39 FEET (CHORD BEARS S09°24'02"E 16.32 FEET) TO A 208.50 FOOT NON-TANGENT CURVE TO THE LEFT, RADIUS POINT BEARS N71°12'33"E; THENCE ALONG SAID ARC 14.99 FEET (CHORD BEARING S20°51'03"E 14.99 FEET); THENCE S23°18'56"E 2.95 FEET; THENCE SOUTH 7.91 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 94.61 FEET; THENCE NORTH 38.84 FEET; THENCE N89°38'34"W 1.80 FEET; THENCE NORTH 32.00 FEET; THENCE S89°59'02"W 81.54 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MAIN STREET; THENCE N00°09'35"E ALONG SAID EAST RIGHT OF WAY LINE 43.71 FEET; THENCE S89°58'17"W 1.00 FEET; THENCE N00°09'35"E 49.35 FEET; THENCE EAST 95.02 FEET; THENCE SOUTH 29.33 FEET; THENCE EAST 147.00 FEET; THENCE NORTH 29.33 FEET; THENCE EAST 121.67 FEET; THENCE SOUTH 2.67 FEET; THENCE EAST 3.00 FEET; THENCE NORTH 32.65 FEET; THENCE EAST 54.75 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 SUB LEVEL ELEVATION 91'-0" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'16"E 407.86 FEET AND SOUTH 646.63 FEET FROM THE NORTHWEST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4311.00 TO ELEVATION 4320.06 AND RUNNING THENCE S00°09'54"W 13.71 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 134.10 FEET; THENCE NORTH 13.78 FEET; THENCE EAST 134.14 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 75 - ADDITIONAL BUILDING "H" AREA- REVISED 12-29-09):
(From the top of level 1 (Elevation 118'-0-3/4") to the concrete on the second floor of Building "H" (Elevation 130'-8"))

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BEGINNING AT A POINT THAT IS S89°58'06"W 250.64 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4350.67 AND RUNNING THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 74.01 FEET; THENCE NORTH 77.08 FEET; THENCE N06°32'16"E 27.60 FEET; THENCE N13°04'32"E 2.67 FEET; THENCE N19°36'48"E 27.60 FEET; THENCE N25°58'32"E 1.85 FEET; THENCE N63°28'51"W 9.18 FEET; THENCE N27°19'41"E 3.67 FEET; THENCE N30°23'24"E 30.40 FEET; THENCE N49°42'48"E 30.40 FEET; THENCE N52°46'31"E 3.67 FEET; THENCE S36°24'57"E 6.34 FEET; THENCE N54°34'11"E 3.33 FEET; THENCE N58°45'18"E 17.14 FEET; THENCE N62°56'26"E 2.24 FEET; THENCE S24°52'53"E 2.59 FEET; THENCE EAST 11.57 FEET; THENCE SOUTH 16.53 FEET; THENCE S89°58'21"W 10.05 FEET; THENCE S00°09'54"W 178.05 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE AND THE POINT OF BEGINNING.

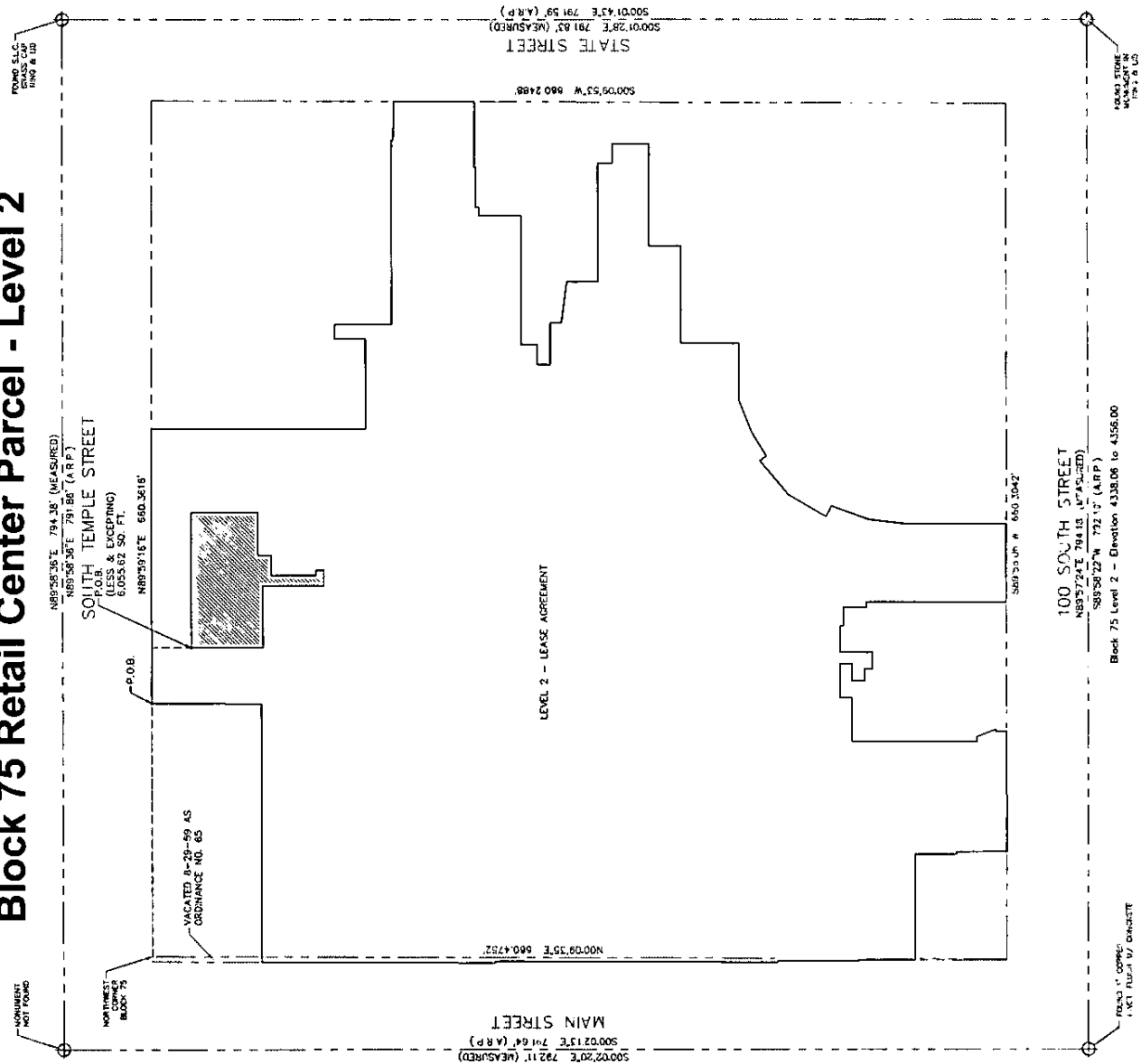
LESS AND EXCEPTING (MACY'S Parcel):

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 AND ABOVE AND RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 1.58 FEET; THENCE EAST 90.38 FEET; THENCE SOUTH 76.94 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 104.23 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93 FEET; THENCE S89°58'44"W 1.10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.

**Drawings of the preceding legal descriptions by block and by level are on
the following pages.**

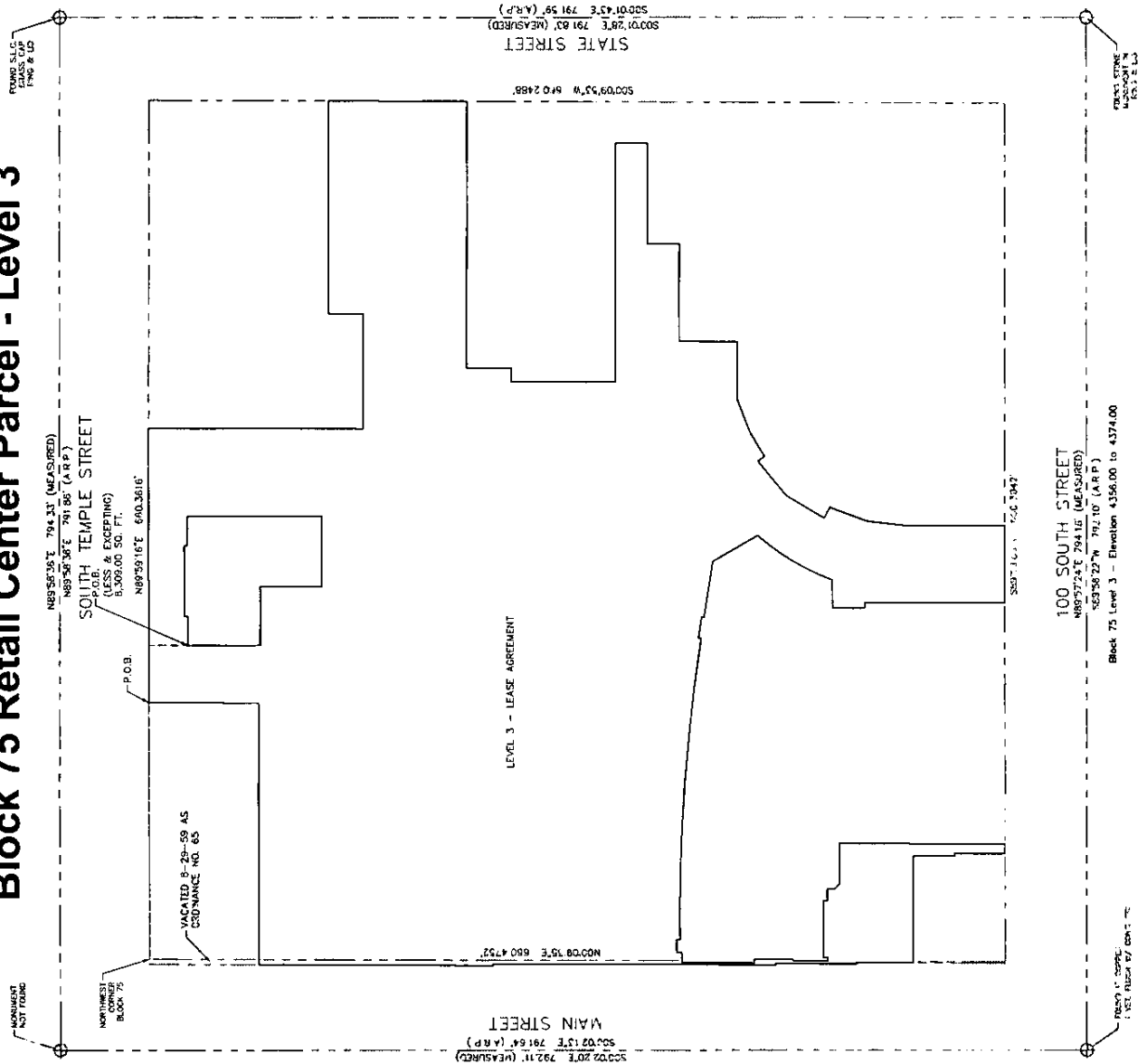
Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Level 2



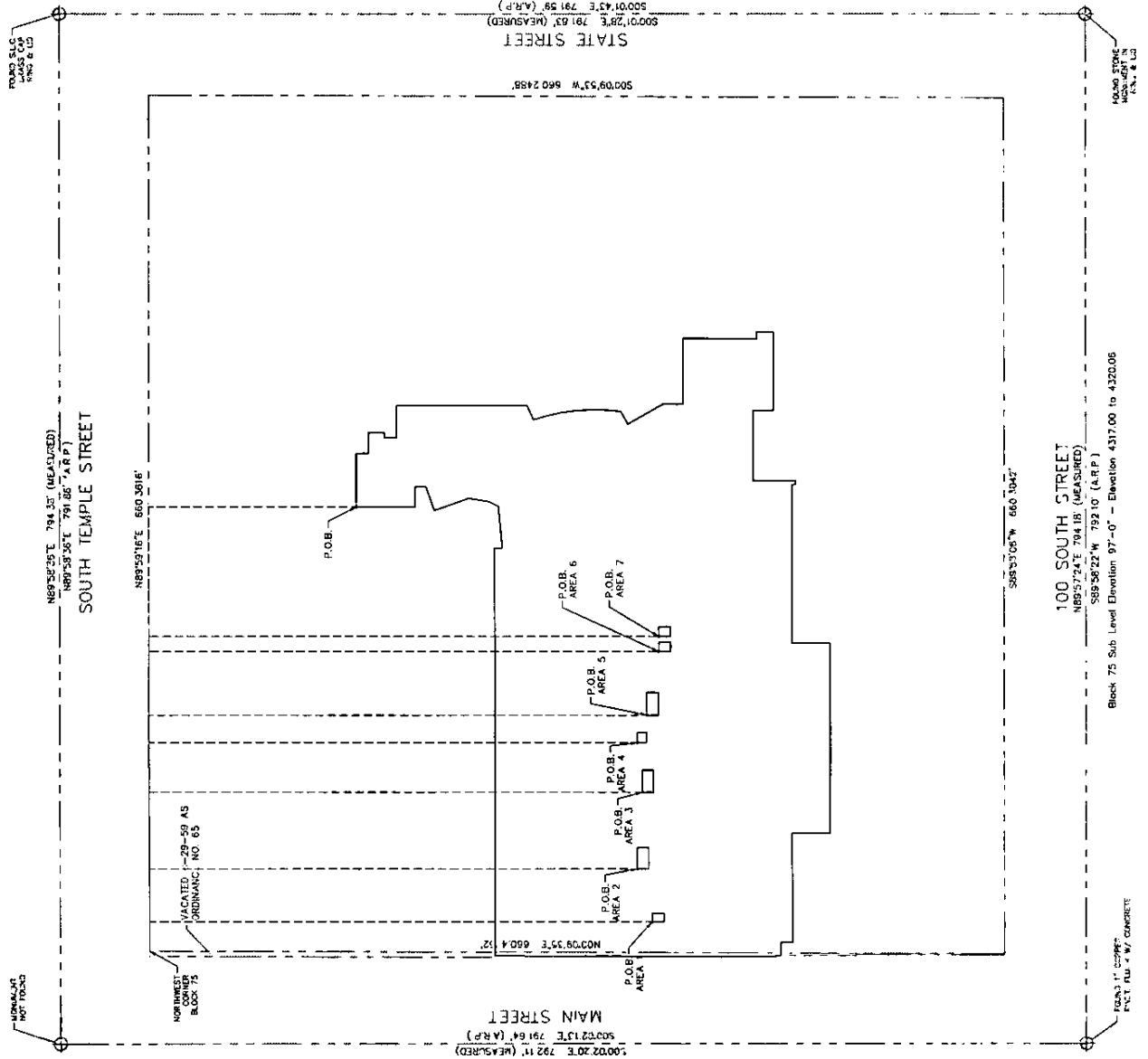
Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Level 3



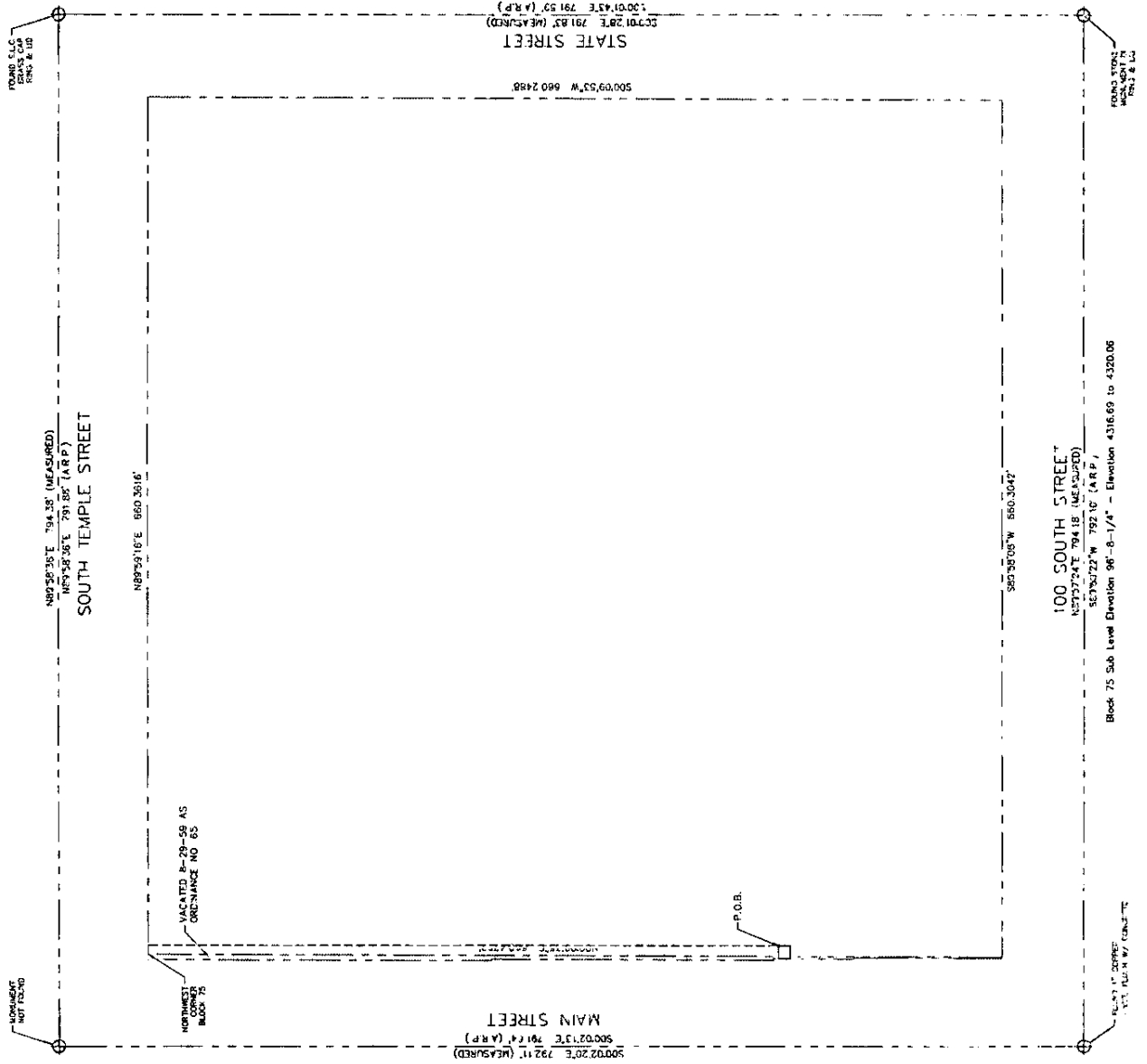
Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Sub-Level 97'-0"



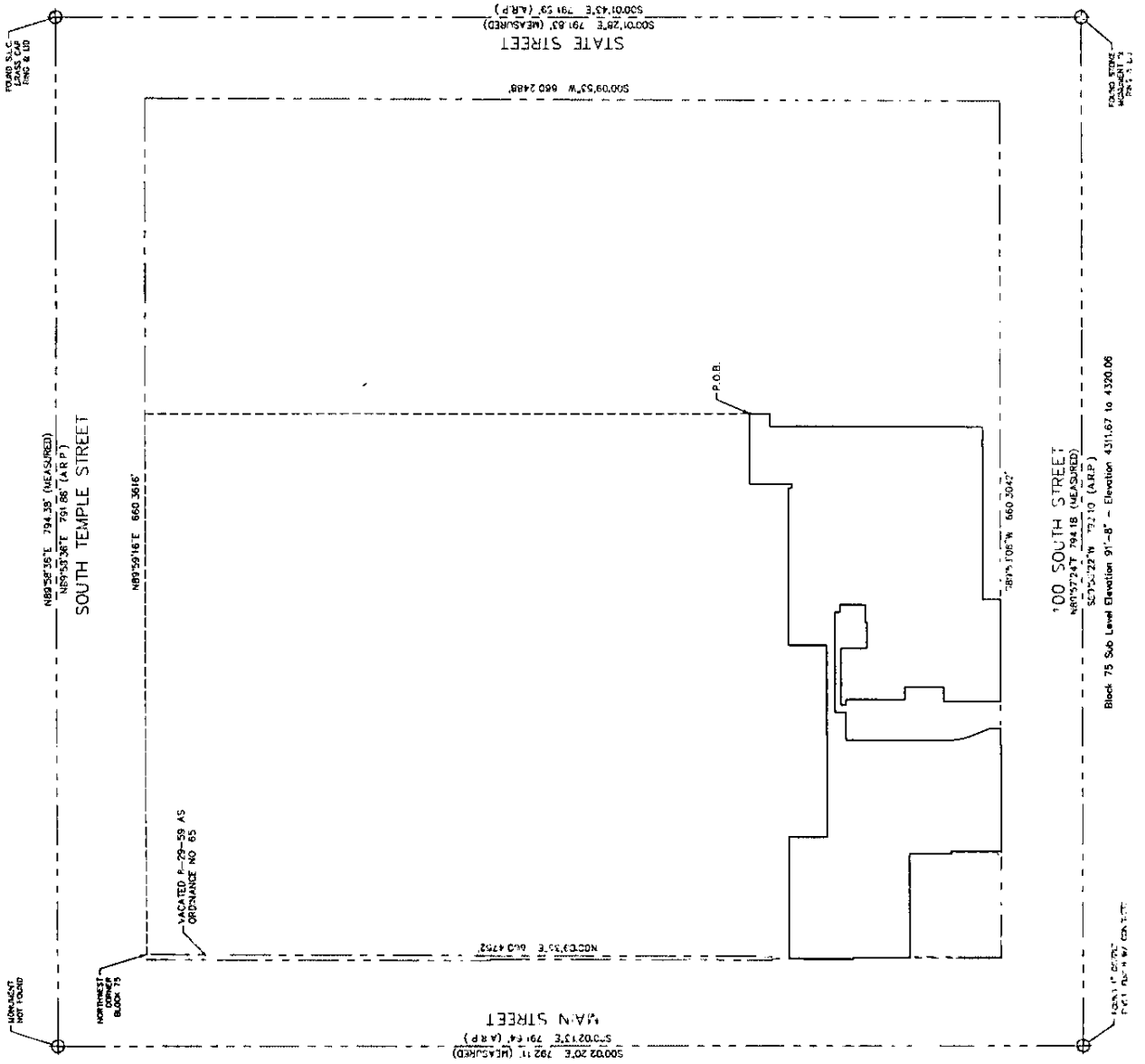
Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Sub-Level 96'-8 1/4"



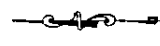
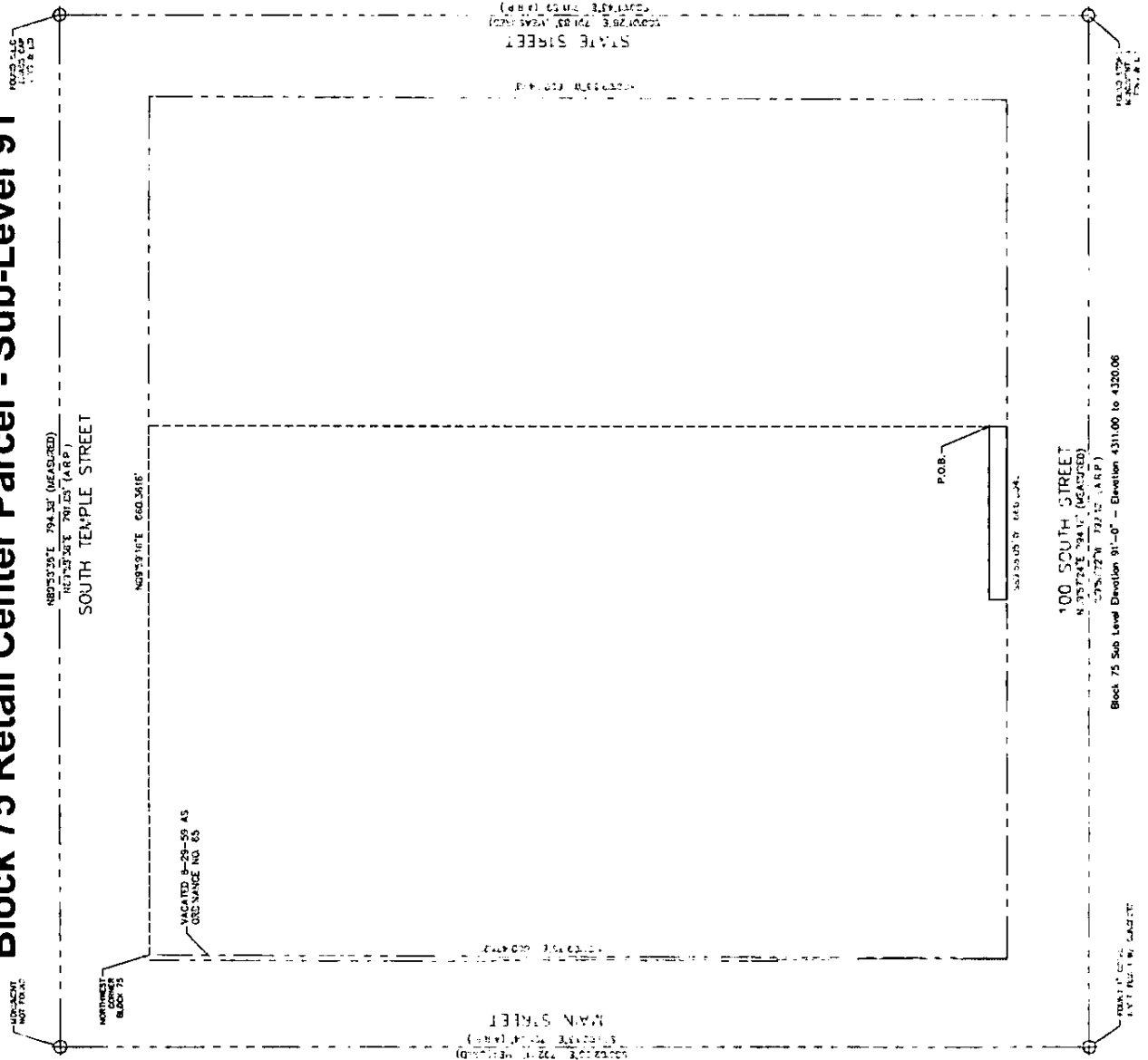
Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Sub-Level 91'-8"



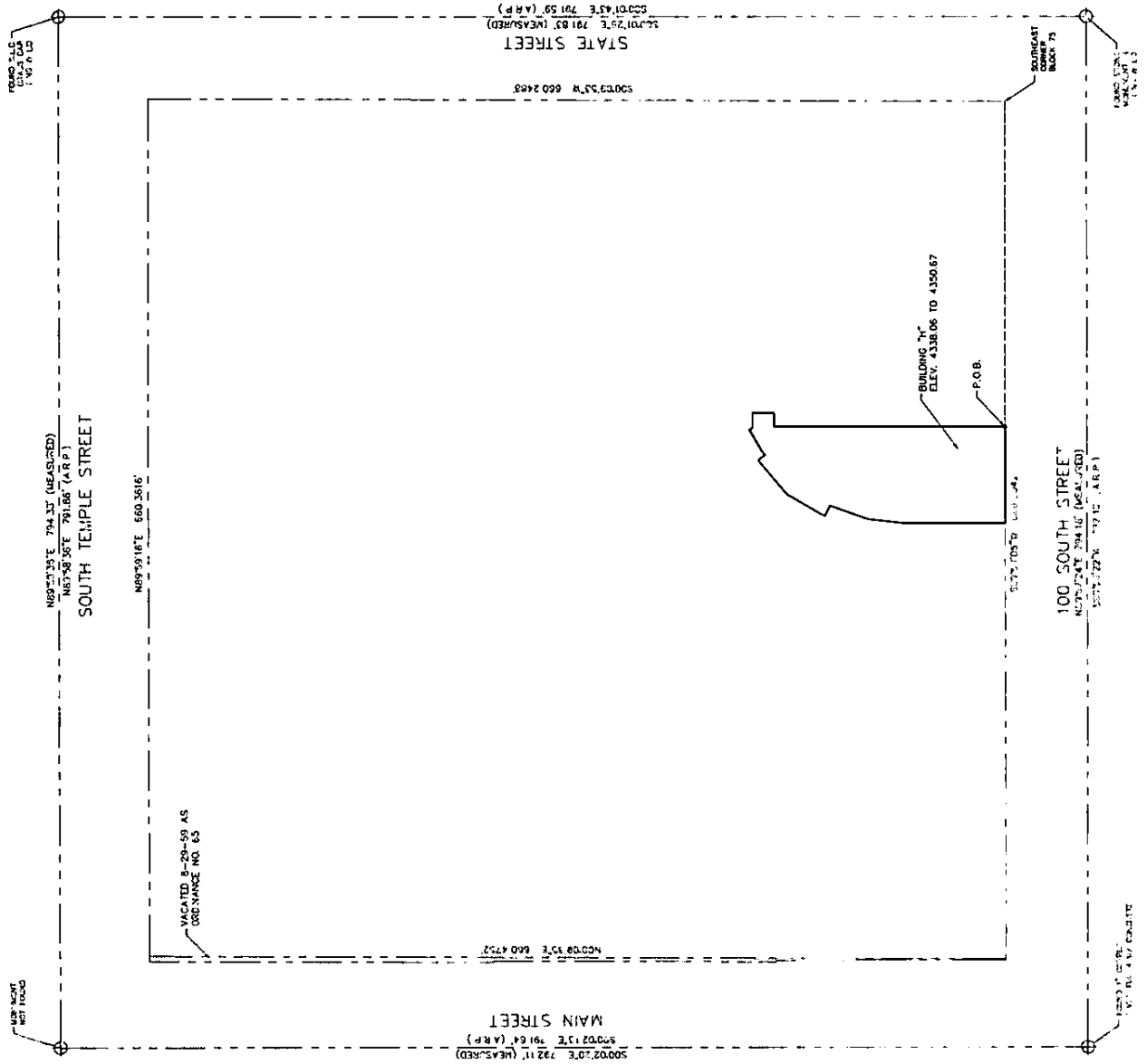
Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Sub-Level 91'

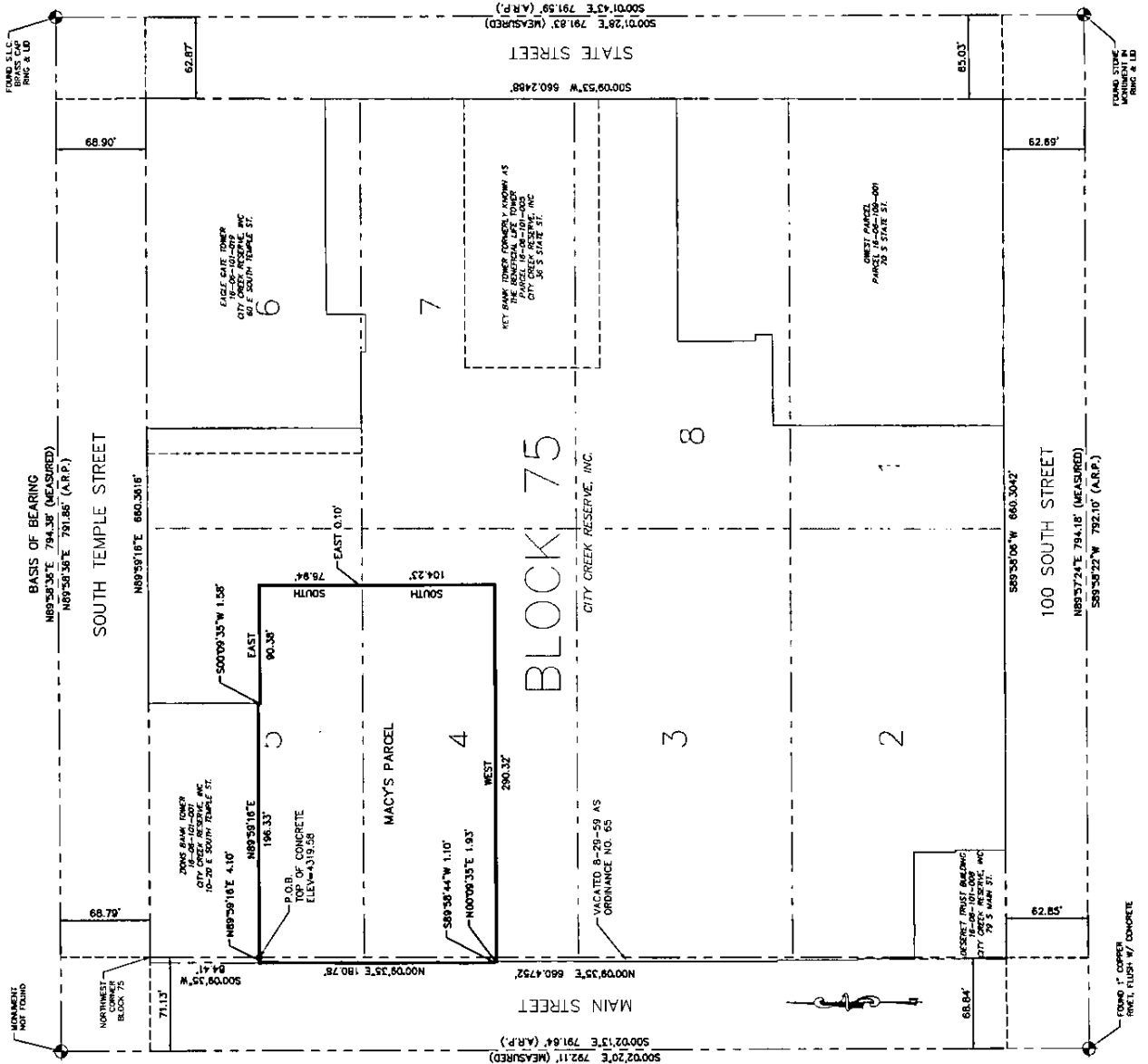


Master Declaration Exhibit C, Part I

Block 75 Retail Center Parcel - Additional Area of Bldg "H"



Master Declaration Exhibit C, Part II Macy's Parcel



Macy's Parcel

BEGINNING AT A POINT THAT IS S00°09'35"W 84.41 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH RANGE EAST, SALT LAKE BASIN AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.58 AND ABOVE AND RUNNING THENCE N89°59'16"E 196.33 FEET; THENCE S00°09'35"W 18.59 FEET; THENCE EAST 76.93 FEET; THENCE SOUTH 76.93 FEET; THENCE EAST 0.10 FEET; THENCE SOUTH 76.93 FEET; THENCE WEST 290.32 FEET; THENCE N00°09'35"E 1.93 FEET; THENCE S89°58'44"W 10 FEET; THENCE N00°09'35"E 180.78 FEET; THENCE N89°59'16"E 4.10 FEET TO THE POINT OF BEGINNING.
CONTAINS 53.053340 SQ. FT. OR 1.22 ACRES.

Master Declaration
Exhibit C, Part III
Block 76 Retail Center Parcel

BLOCK 76 - LEVEL 1 -- (REVISED 12-14-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 129.33 FEET; THENCE NORTH 38.51 FEET; THENCE N89°54'47"E 44.59 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 111.42 FEET; THENCE WEST 3.89 FEET; THENCE NORTH 0.40 FEET; THENCE WEST 4.85 FEET; THENCE NORTH 0.74 FEET; THENCE WEST 24.50 FEET; THENCE SOUTH 6.38 FEET; THENCE WEST 9.04 FEET; THENCE SOUTH 6.32 FEET; THENCE EAST 16.03 FEET; THENCE SOUTH 4.91 FEET; THENCE EAST 0.17 FEET; THENCE SOUTH 4.67 FEET; THENCE EAST 3.10 FEET; THENCE NORTH 4.67 FEET; THENCE EAST 22.99 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 72.54 FEET; THENCE WEST 21.07 FEET; THENCE SOUTH 8.99 FEET; THENCE EAST 21.08 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 168.63 FEET; THENCE WEST 13.25 FEET; THENCE SOUTH 15.71 FEET; THENCE EAST 13.26 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 29.89 FEET; THENCE WEST 5.11 FEET; THENCE NORTH 7.25 FEET; THENCE WEST 5.13 FEET; THENCE S45°00'00"W 2.36 FEET; THENCE WEST 18.19 FEET; THENCE S45°00'00"W 4.55 FEET; THENCE SOUTH 1.21 FEET; THENCE S45°00'00"W 9.78 FEET THENCE WEST 6.28 FEET; THENCE S45°00'00"W 4.80 FEET; THENCE WEST 2.50 FEET; THENCE S45°00'00"W 5.23 FEET; THENCE WEST 13.66 FEET; THENCE SOUTH 14.90 FEET; THENCE EAST 12.50 FEET; THENCE NORTH 7.39 FEET; THENCE EAST 29.59 FEET; THENCE SOUTH 5.01 FEET; THENCE EAST 27.69 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 13.67 FEET; THENCE N89°59'34"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 117.37 FEET; THENCE SOUTH 0.60 FEET; THENCE WEST 0.33 FEET; THENCE SOUTH 0.96 FEET; THENCE WEST 0.38 FEET; THENCE SOUTH 26.36 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.21 FEET; THENCE EAST 0.40 FEET; THENCE SOUTH 19.27

Master Declaration
Exhibit C, Part III
Block 76 Retail Center Parcel

FEET; THENCE EAST 0.21 FEET; THENCE SOUTH 32.70 FEET; THENCE WEST 0.21 FEET; THENCE SOUTH 11.97 FEET; THENCE EAST 0.21 FEET; THENCE SOUTH 25.63 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08W ALONG SAID NORTH RIGHT OF WAY LINE 66.97 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 321.09 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING AREA 1:

BEGINNING AT A POINT THAT IS N89°59'41"E 364.24 FEET AND SOUTH 167.19 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4319.06 TO ELEVATION 4338.06 AND RUNNING THENCE EAST 12.25 FEET; THENCE NORTH 7.22 FEET; THENCE EAST 4.49 FEET; THENCE S45°00'00"E 1.59 FEET; THENCE EAST 21.00 FEET; THENCE SOUTH 17.40 FEET; THENCE WEST 38.11 FEET; THENCE NORTH 2.08 FEET; THENCE WEST 0.75 FEET; THENCE NORTH 9.22 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 76 - LEVEL 2 – REVISED 12-14-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST 1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 129.33 FEET; THENCE NORTH 38.51 FEET; THENCE N89°54'47"E 44.59 FEET; THENCE N00°05'11"W 20.75 FEET; THENCE N89°54'49"E 123.62 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 462.68 FEET; THENCE N89°59'34"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 118.08 FEET; THENCE SOUTH 27.92 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.00 FEET; THENCE WEST 5.44 FEET; THENCE SOUTH 89.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08W ALONG SAID NORTH RIGHT OF WAY LINE 60.93 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 321.09 FEET TO THE POINT OF BEGINNING.

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LESS AND EXCEPTING the following 5 Areas from this Level 2):

AREA 1:

BEGINNING AT A POINT THAT IS N89°59'41"E 403.13 FEET AND SOUTH 167.32 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE EAST 20.17 FEET; THENCE SOUTH 11.15 FEET; THENCE WEST 20.17 FEET; THENCE NORTH 11.15 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'48"E 285.23 FEET AND WEST 2.39 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE SOUTH 8.99 FEET; THENCE WEST 18.69 FEET; THENCE NORTH 8.99 FEET; THENCE EAST 18.69 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'48"E 462.85 FEET AND WEST 4.32 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE SOUTH 15.70 FEET; THENCE WEST 8.94 FEET; THENCE NORTH 15.70 FEET; THENCE EAST 8.94 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'48"E 204.25 FEET AND WEST 3.96 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE WEST 22.30 FEET; THENCE SOUTH 8.44 FEET; THENCE EAST 0.17 FEET; THENCE SOUTH 4.67 FEET; THENCE EAST 3.10 FEET; THENCE NORTH 4.67 FEET; THENCE EAST 19.02 FEET; THENCE NORTH 8.44 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'48"E 525.37 FEET AND WEST 4.03 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4338.06 TO ELEVATION 4356.00 AND RUNNING THENCE WEST 22.37 FEET; THENCE SOUTH 8.44 FEET; THENCE EAST 22.37 FEET; THENCE NORTH 8.44 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 76 - LEVEL 3A – REVISED 12-07-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 133.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE EAST 96.67 FEET TO A 10.00 FOOT RADIUS CURVE TO THE LEFT 15.71 FEET (CHORD BEARING N45°00'00"E 14.14 FEET); THENCE NORTH 109.12 FEET TO A 14.88 FOOT RADIUS CURVE TO THE LEFT 23.37 FEET (CHORD

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BEARING N45°00'09"W 21.04 FEET) TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 47.92 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 153.19 FEET; THENCE WEST 6.11 FEET; THENCE SOUTH 57.36 FEET TO A 60.83 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S27°21'34"W; THENCE ALONG THE ARC 24.22 FEET (CHORD BEARS S51°14'14"E 24.06 FEET) TO A COMPOUND 99.98 FOOT RADIUS CURVE, RADIUS POINT BEARS S51°10'51"W; THENCE ALONG THE ARC 70.99 FEET (CHORD BEARS S18°28'36"E 69.51 FEET); THENCE S77°07'00"E 11.17 FEET; THENCE N12°52'50"E 0.92 FEET; THENCE S77°12'04"E 2.83 FEET; THENCE S12°55'43"W 0.92 FEET; THENCE S77°07'10"E 1.60 FEET; THENCE S12°53'03"W 2.50 FEET; THENCE S77°07'16"E 7.00 FEET; THENCE S78°01'43"E 66.60 FEET; THENCE S80°25'09"E 10.83 FEET; THENCE S81°57'54"E 65.76 FEET; THENCE S83°29'32"E 10.83 FEET; THENCE S85°29'01"E 61.27 FEET; THENCE N89°59'56"E 28.70 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 51.67 FEET; THENCE N89°59'56"W 28.73 FEET; THENCE N83°53'23"W 59.94 FEET; THENCE N83°46'51"W 10.83 FEET; THENCE N82°01'41"W 79.37 FEET; THENCE N80°16'31"W 10.83 FEET; THENCE N79°40'59"W 65.72 FEET; THENCE N77°07'04"W 7.00 FEET; THENCE S12°52'36"W 2.15 FEET; THENCE N77°11'29"W 1.60 FEET; THENCE S12°52'50"W 1.27 FEET; THENCE N77°07'10"W 2.83 FEET; THENCE N12°52'50"E 1.26 FEET; THENCE N77°11'29"W 16.77 FEET TO A 70.53 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N55°49'03"W; THENCE ALONG THE ARC 11.24 FEET (CHORD BEARS S38°44'46"W 11.22 FEET) TO A COMPOUND 59.97 FOOT RADIUS CURVE, RADIUS POINT BEARS N46°17'27"W; THENCE ALONG THE ARC 12.19 FEET (CHORD BEARS S49°28'50"W 12.16 FEET); THENCE S24°00'00"E 34.79 FEET; THENCE SOUTH 91.63 FEET; THENCE WEST 1.33 FEET; THENCE SOUTH 29.50 FEET; THENCE EAST 0.62 FEET; THENCE SOUTH 27.92 FEET; THENCE EAST 20.10 FEET; THENCE SOUTH 2.00 FEET; THENCE WEST 5.44 FEET; THENCE SOUTH 89.77 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET; THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 60.93 FEET; THENCE N00°01'16"W 207.58 FEET; THENCE N89°59'41"W 330.08 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 318.72 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AREA 1:

BEGINNING AT A POINT THAT IS S00°01'48"E 123.22 FEET AND WEST 90.66 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE SOUTH 22.00 FEET; THENCE WEST 22.00 FEET; THENCE NORTH 22.00 FEET; THENCE EAST 22.00 FEET TO THE POINT OF BEGINNING.

Together with (Block 76 SUB LEVEL ELEVATION 96'-0" – REVISED 10-26-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 131.62 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 96.58 FEET; THENCE NORTH 0.59 FEET TO A 7.03 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N00°47'06"E; THENCE ALONG THE ARC 11.03 FEET (CHORD BEARING N45°50'10"E 9.93 FEET); THENCE EAST 0.50 FEET; THENCE NORTH 58.16 FEET; THENCE WEST

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1.45 FEET; THENCE NORTH 8.18 FEET TO A 3.77 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S86°20'22"W; THENCE ALONG THE ARC 5.47 FEET (CHORD BEARING N45°15'09"W 5.00 FEET); THENCE NORTH 41.63 FEET; THENCE WEST 1.67 FEET; THENCE NORTH 0.19 FEET TO A 5.79 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N89°50'37"W; THENCE ALONG THE ARC 9.08 FEET (CHORD BEARING N44°42'52"W 8.18 FEET); THENCE WEST 0.25 FEET; THENCE NORTH 6.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 48.17 FEET; THENCE SOUTH 105.46 FEET; THENCE EAST 29.96 FEET; THENCE SOUTH 38.81 FEET; THENCE EAST 125.72 FEET; THENCE NORTH 118.39 FEET; THENCE WEST 8.95 FEET; THENCE NORTH 3.08 FEET; THENCE N28°38'10"W 25.99 FEET TO A POINT ON SAID SOUTH RIGHT OF WAY LINE OF SOUTH TEMPLE STREET; THENCE N89°59'41"E ALONG SAID SOUTH RIGHT OF WAY LINE 110.15 FEET; THENCE S28°38'10"W 26.00 FEET; THENCE SOUTH 3.08 FEET; THENCE WEST 8.95 FEET; THENCE SOUTH 118.39 FEET; THENCE EAST 29.37 FEET; THENCE SOUTH 16.81 FEET; THENCE WEST 10.03 FEET; THENCE N45°00'00"W 1.59 FEET; THENCE WEST 4.49 FEET; THENCE SOUTH 7.22 FEET; THENCE WEST 12.25 FEET; THENCE SOUTH 9.22 FEET; THENCE EAST 0.75 FEET; THENCE SOUTH 1.78 FEET; THENCE WEST 3.02 FEET; THENCE SOUTH 60.82 FEET TO A 61.27 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S32°57'23"W; THENCE ALONG SAID ARC 3.26 FEET (CHORD BEARS S55°31'09"E 3.26 FEET); THENCE EAST 57.31 FEET; THENCE SOUTH 60.00 FEET; THENCE EAST 151.77 FEET; THENCE N82°52'30"E 28.89 FEET; THENCE EAST 32.67 FEET; THENCE SOUTH 37.56 FEET; THENCE EAST 9.90 FEET; THENCE SOUTH 4.58 FEET; THENCE EAST 15.43 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 86.30 FEET; THENCE WEST 25.15 FEET; THENCE NORTH 8.20 FEET; THENCE WEST 213.33 FEET; THENCE SOUTH 123.17 FEET; THENCE WEST 91.68 FEET; THENCE NORTH 87.91 FEET; THENCE N89°59'41"W 110.16 FEET; THENCE NORTH 280.58 FEET; THENCE WEST 220.07 FEET TO A POINT ON SAID EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 40.54 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THE FOLLOWING 5 AREAS from this Sub Level:

AREA 1:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 412.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 10.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 455.14 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 3:

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BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 522.74 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 19.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 19.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 544.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 16.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 16.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 5:

BEGINNING AT A POINT THAT IS S00°01'22"E 377.16 FEET AND EAST 609.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4316.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 8.00 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 8.00 FEET; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING.

Together with (Block 76 SUB LEVEL ELEVATION 95'-10" – REVISED 12-6-09):

BEGINNING AT A POINT THAT IS N00°01'48"W 165.13 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4315.83 TO ELEVATION 4319.06 AND RUNNING THENCE WEST 4.65 FEET; THENCE SOUTH 13.10 FEET; THENCE WEST 0.47 FEET; THENCE NORTH 7.25 FEET; THENCE WEST 5.13 FEET; THENCE S45°00'00"W 2.36 FEET; THENCE WEST 18.19 FEET; THENCE S45°00'00"W 4.55 FEET; THENCE SOUTH 1.21 FEET; THENCE S45°00'00"W 9.78 FEET; THENCE WEST 6.28 FEET; THENCE S45°00'00"W 4.80 FEET; THENCE WEST 2.50 FEET; THENCE S45°00'00"W 3.93 FEET; THENCE NORTH 39.50 FEET; THENCE EAST 30.00 FEET; THENCE NORTH 47.30 FEET; THENCE EAST 25.16 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 8.30 FEET; THENCE WEST 7.74 FEET; THENCE SOUTH 13.08 FEET; THENCE EAST 7.75 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 7.88 FEET; THENCE WEST 13.25 FEET; THENCE SOUTH 15.71 FEET; THENCE EAST 13.25 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 16.80 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 76 - SUB LEVEL ELEVATION 95'-0-3/4" – REVISED 6-30-09):

BEGINNING AT A POINT THAT IS N00°01'48"W 321.02 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET AT THE

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SALT LAKE CITY DATUM ELEVATION OF 4315.06 TO ELEVATION 4319.06 AND RUNNING THENCE WEST 15.43 FEET; THENCE NORTH 4.58 FEET; THENCE WEST 9.93 FEET; THENCE NORTH 40.06 FEET; THENCE EAST 25.33 FEET TO A POINT ON SAID WEST RIGHT OF WAY LINE; THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 44.65 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 76 - SUB LEVEL ELEVATION 94'-6" - REVISED 12-29-09):

BEGINNING AT A POINT THAT IS N00°01'48"W 112.99 FEET FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.50 TO ELEVATION 4319.06 AND RUNNING THENCE N89°59'34"W 55.22 FEET; THENCE NORTH 13.46 FEET; THENCE EAST 27.65 FEET; THENCE SOUTH 2.00 FEET; THENCE EAST 27.56 FEET; THENCE S00°01'48"E 11.47 FEET TO THE POINT OF BEGINNING.

Together with the following 5 Areas (BLOCK 76 - SUB LEVEL ELEVATION 94'-0" – REVISED 12-29-09):

AREA 1:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 412.00 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 10.00 FEET; THENCE SOUTH 10.00 FEET; THENCE WEST 10.00 FEET; THENCE NORTH 10.00 FEET TO THE POINT OF BEGINNING.

AREA 2:

BEGINNING AT A POINT THAT IS S00°01'22"E 349.16 FEET AND EAST 455.14 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 20.00 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 20.00 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 3:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 522.74 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 19.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 19.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

AREA 4:

BEGINNING AT A POINT THAT IS S00°01'22"E 364.16 FEET AND EAST 544.99 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 16.25 FEET; THENCE SOUTH 20.00 FEET; THENCE WEST 16.25 FEET; THENCE NORTH 20.00 FEET TO THE POINT OF BEGINNING.

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AREA 5:

BEGINNING AT A POINT THAT IS S00°01'22"E 377.16 FEET AND EAST 609.49 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4314.00 TO ELEVATION 4319.06 AND RUNNING THENCE EAST 8.00 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 8.00 FEET; THENCE NORTH 8.00 FEET TO THE POINT OF BEGINNING.

Together with (BLOCK 76 - SUB LEVEL ELEVATION 85'-0" – Revised 6-30-09):

BEGINNING AT A POINT THAT IS N89°59'08"W 216.16 FROM THE SOUTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN SAID POINT ALSO BEING A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET AT THE SALT LAKE CITY DATUM ELEVATION OF 4305.00 TO ELEVATION 4319.06 AND RUNNING THENCE N89°59'08"W ALONG SAID NORTH RIGHT OF WAY LINE 114.08 FEET; THENCE N00°01'16"W 52.17 FEET; THENCE EAST 8.44 FEET; THENCE NORTH 12.75 FEET; THENCE EAST 22.00 FEET; THENCE NORTH 8.46 FEET; THENCE EAST 7.12 FEET; THENCE NORTH 2.42 FEET; THENCE WEST 2.25 FEET; THENCE NORTH 8.04 FEET; THENCE EAST 32.34 FEET; THENCE SOUTH 8.00 FEET; THENCE WEST 5.55 FEET; THENCE SOUTH 2.42 FEET; THENCE EAST 4.69 FEET; THENCE SOUTH 21.82 FEET; THENCE WEST 2.06 FEET; THENCE SOUTH 9.08 FEET; THENCE EAST 3.48 FEET; THENCE SOUTH 4.94 FEET; THENCE WEST 1.42 FEET; THENCE SOUTH 31.30 FEET; THENCE EAST 47.30 FEET; THENCE SOUTH 6.30 FEET TO THE POINT OF BEGINNING.

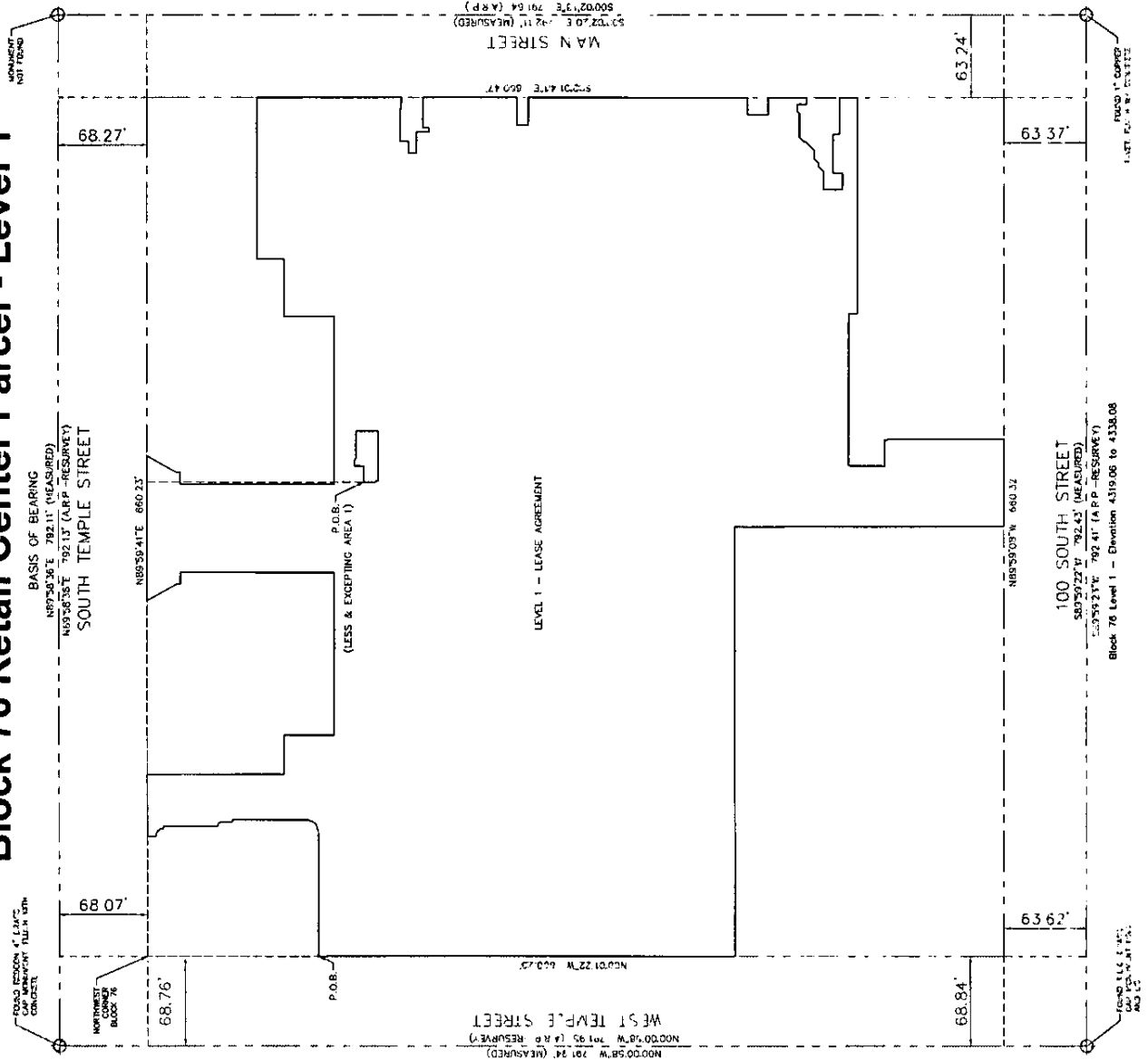
Less and Excepting the following area (Part of the Nordstrom Parcel (Nordstrom Level 1 & Above)- Revised 10-1-09):

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4318.65 AND ABOVE AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.

Drawings of the preceding legal descriptions by block and by level are on the following pages.

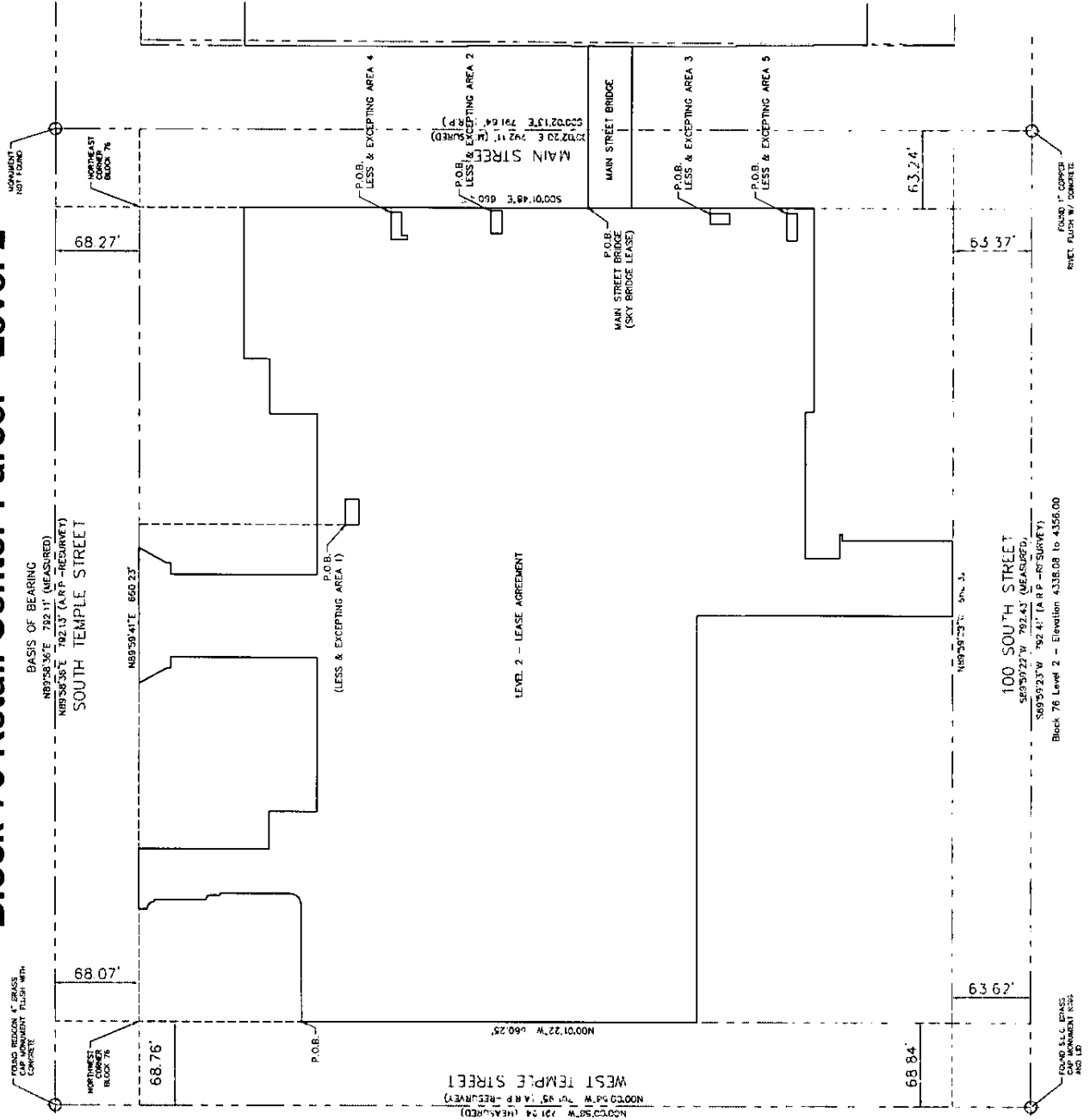
Master Declaration Exhibit C, Part III

Block 76 Retail Center Parcel - Level 1

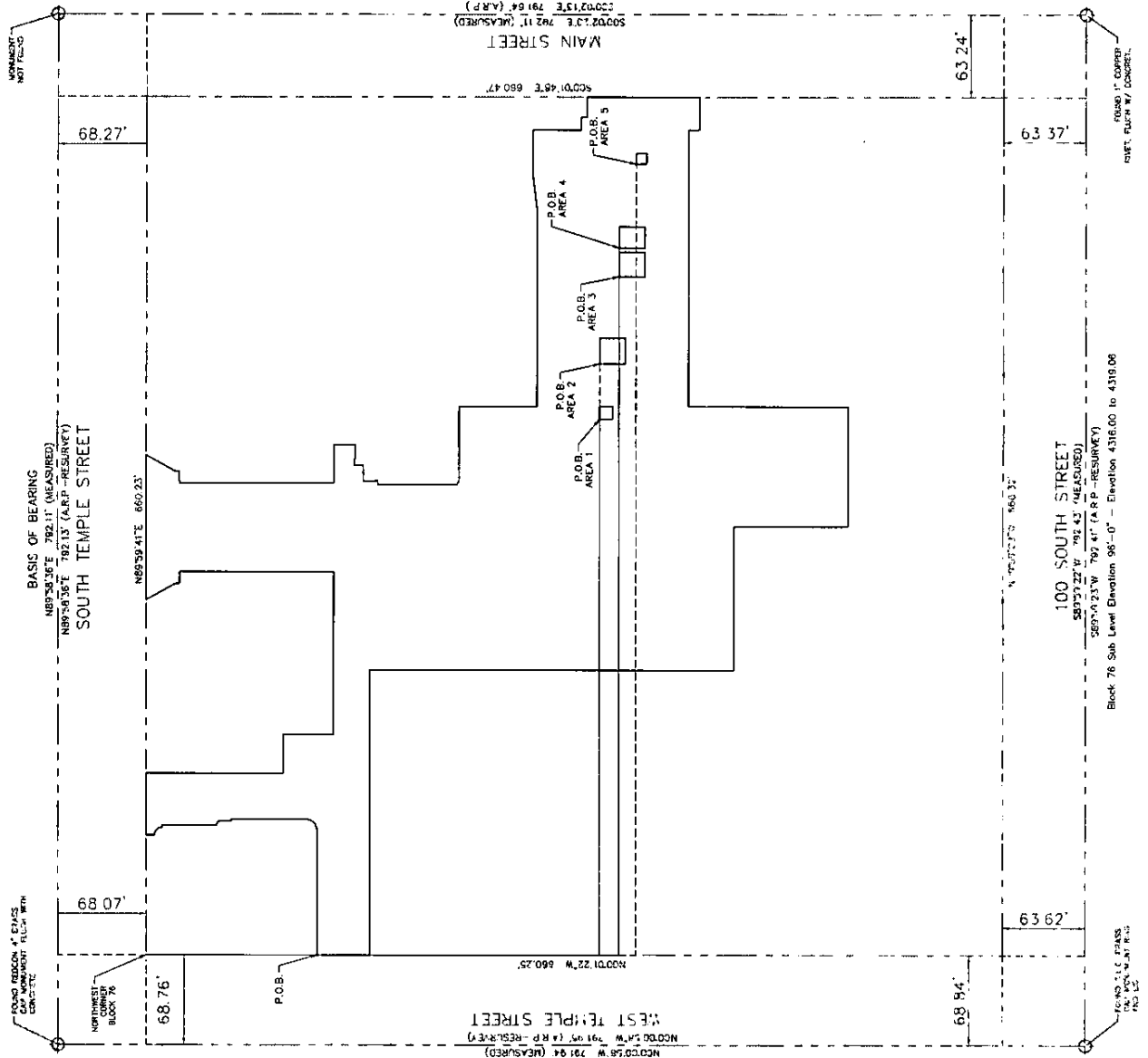


Master Declaration Exhibit C, Part III

Block 76 Retail Center Parcel - Level 2



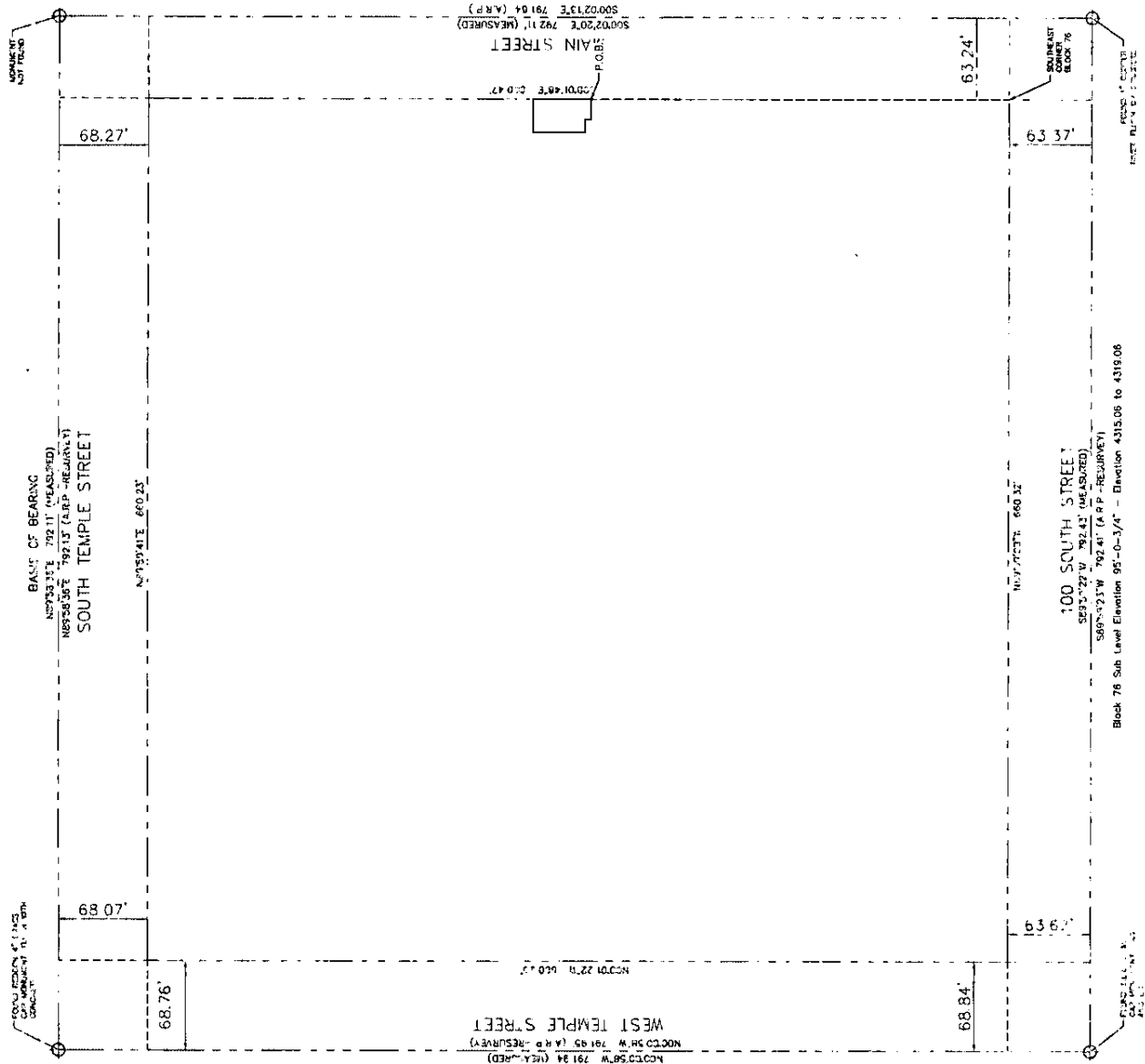
Master Declaration Exhibit C, Part III Block 76 Retail Center Parcel - Sub-Level 96'



**10/26/09
Page 12**

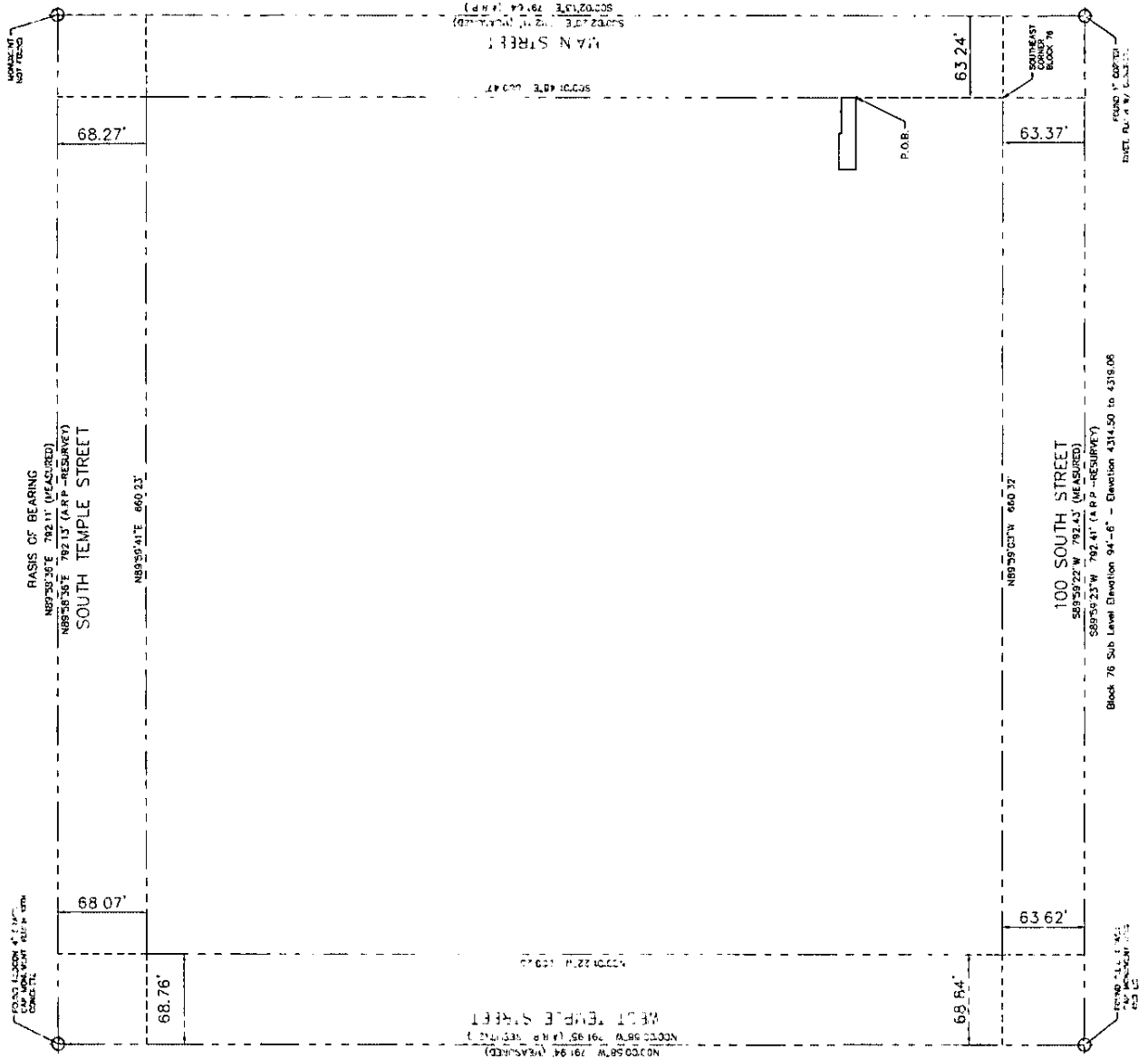
Master Declaration Exhibit C, Part III

Block 76 Retail Center Parcel - Sub-Level 95'-0 3/4"



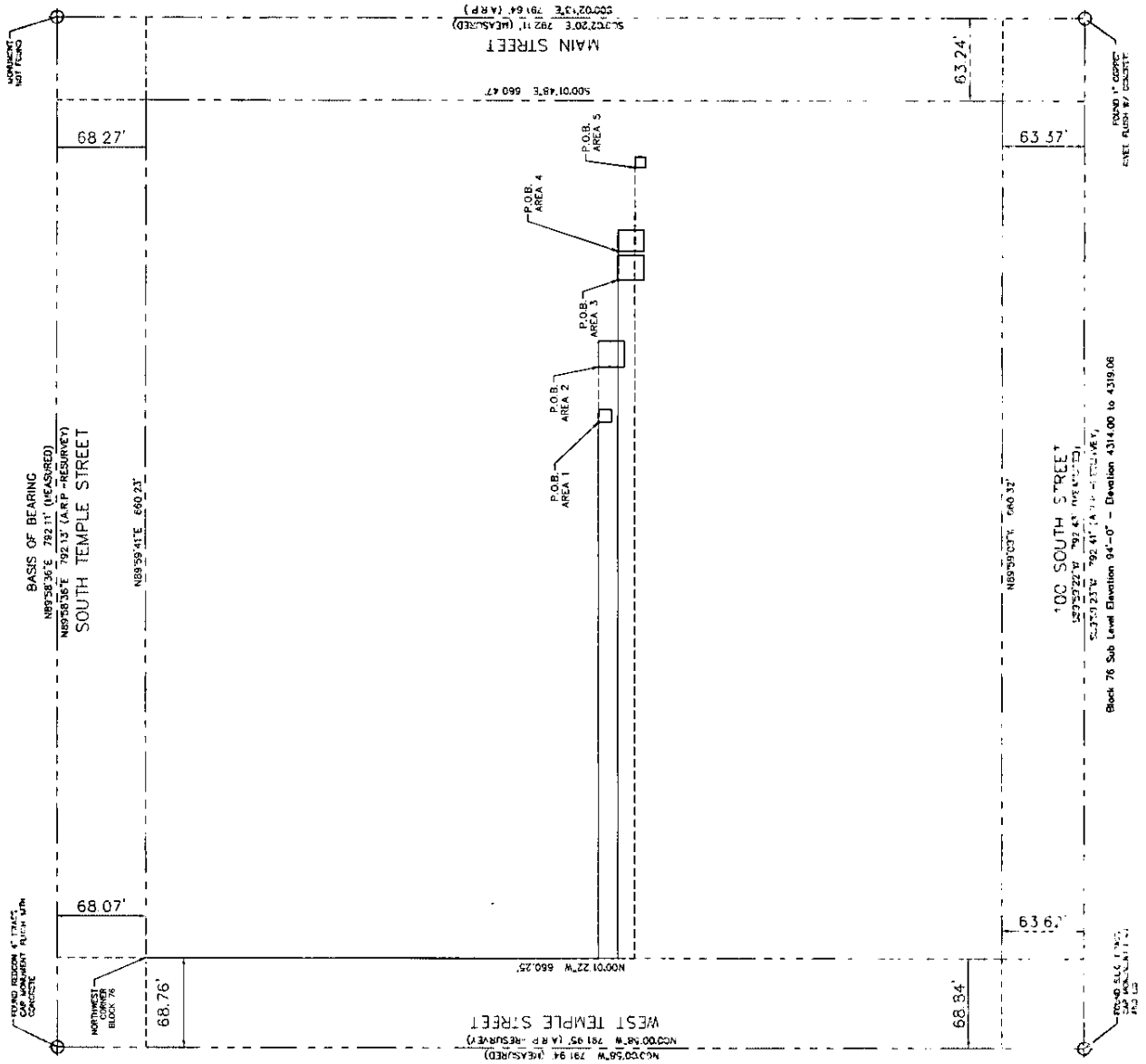
Master Declaration Exhibit C, Part III

Block 76 Retail Center Parcel - Sub-Level 94'-6"



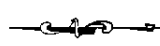
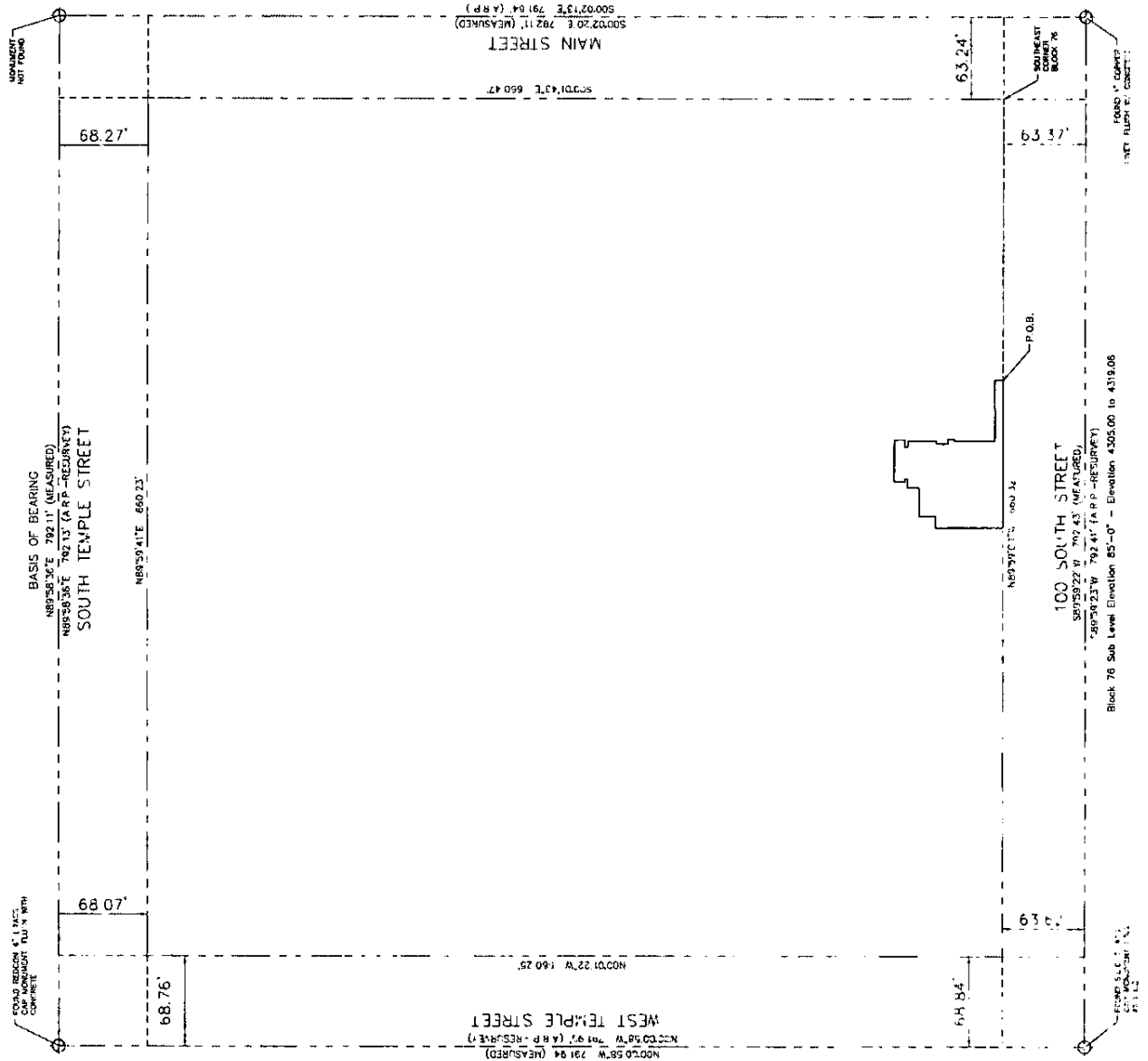
Master Declaration Exhibit C, Part III

Block 76 Retail Center Parcel - Sub-Level 94'

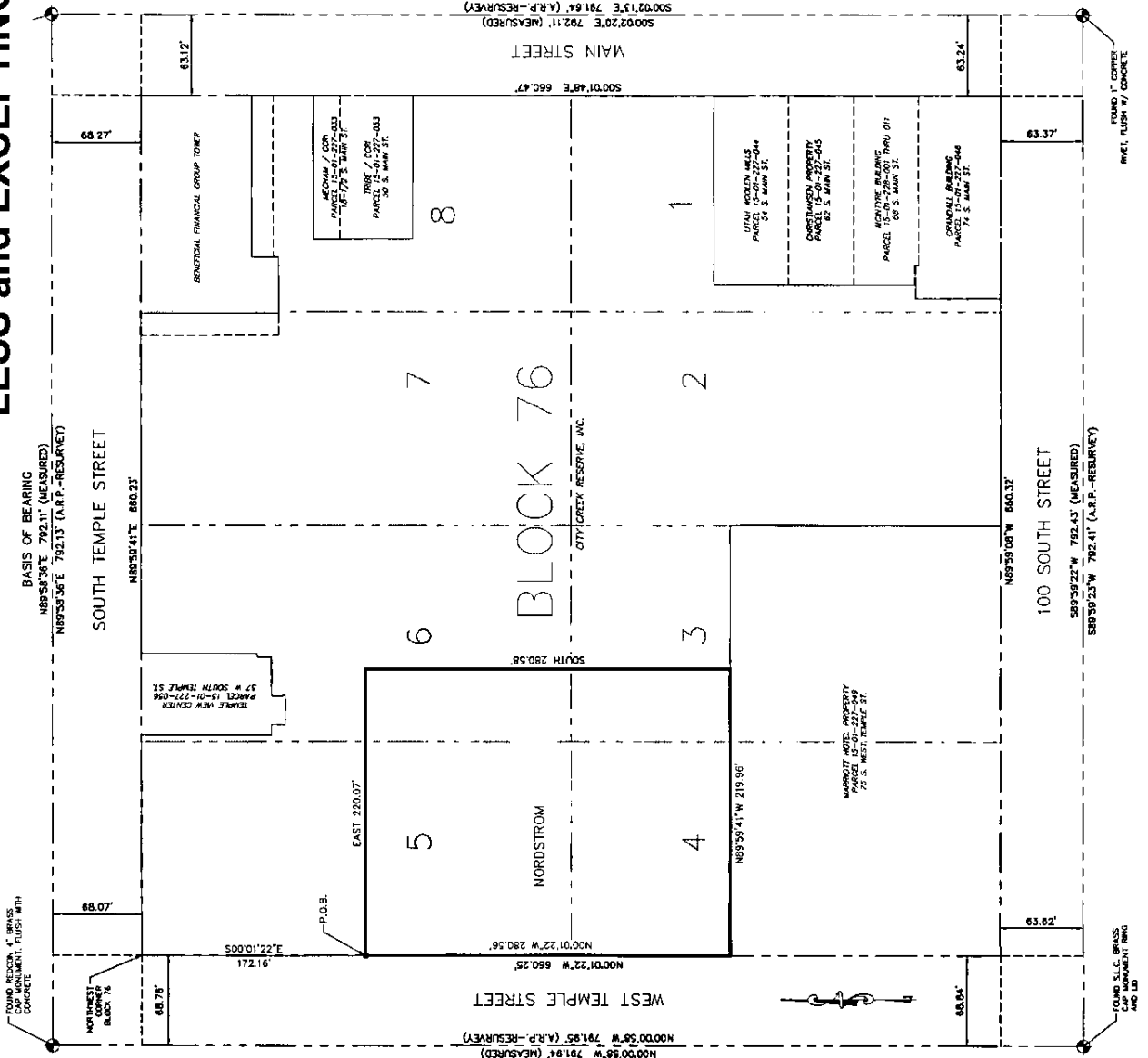


Master Declaration Exhibit C, Part III

Block 76 Retail Center Parcel - Sub-Level 85'

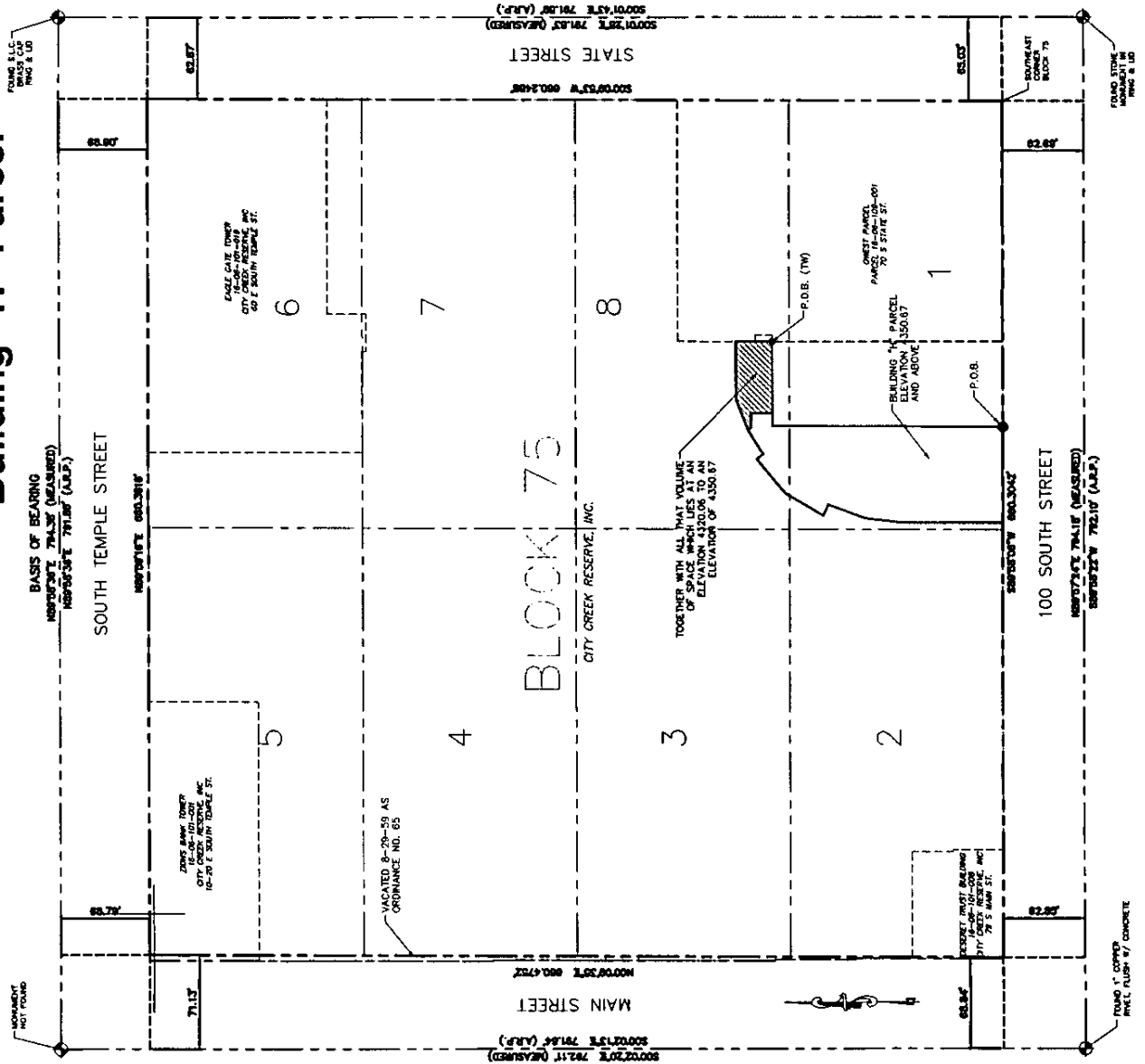


Master Declaration Exhibit C, Part III Block 76 Retail Center Parcel - LESS and EXCEPTING the Nordstrom Parcel



BK 9796 PG 4751

Master Declaration Exhibit D, Part I Building "H" Parcel



Building "H" Parcel

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET SAID POINT BEING S89°58'06"W 250.84 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4350.67 AND ABOVE AND RUNNING THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 74.01 FEET; THENCE NORTH 77.08 FEET; THENCE N08°32'16"E 27.60 FEET; THENCE N13°04'32"E 2.67 FEET; THENCE N19°36'48"E 27.60 FEET; THENCE N25°55'32"E 1.85 FEET; THENCE N63°28'51"W 9.18 FEET; THENCE N27°19'41"E 3.67 FEET; THENCE N30°23'24"E 30.40 FEET; THENCE N49°42'48"E 30.40 FEET; THENCE N52°46'31"E 3.67 FEET; THENCE S26°24'57"E 6.34 FEET; THENCE N54°34'11"E 3.33 FEET; THENCE N59°45'18"E 17.14 FEET; THENCE N62°56'26"E 2.67 FEET; THENCE N68°31'24"E 24.65 FEET; THENCE EAST 44.91 FEET; THENCE S00°09'54"W 28.07 FEET; THENCE S89°58'21"W 65.54 FEET; THENCE S00°09'54"W 178.05 FEET TO THE POINT OF BEGINNING. CONTAINS 14,390.92 SQ. FT.

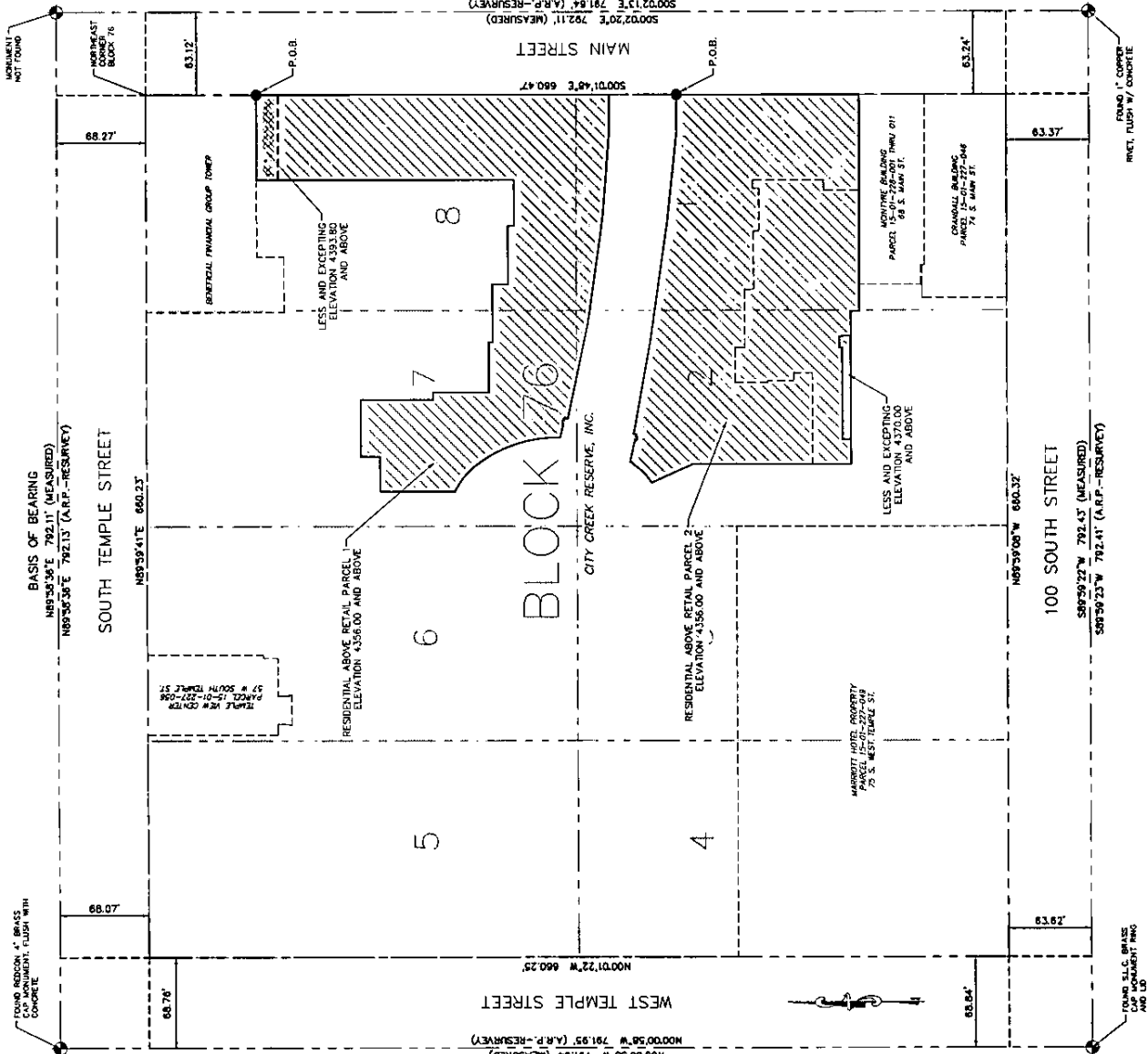
TOGETHER WITH ALL THAT VOLUME OF SPACE DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT S89°58'06"W 184.59 FEET AND NORTH 178.04 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4320.06 TO ELEVATION 4350.67 AND RUNNING THENCE S89°58'21"W 55.49 FEET; THENCE NORTH 18.53 FEET; THENCE WEST 11.57 FEET; THENCE N24°52'53"W 2.59 FEET; THENCE N62°56'26"E 0.43 FEET; THENCE N68°31'24"E 24.65 FEET; THENCE EAST 44.91 FEET; THENCE S00°09'54"W 28.07 TO THE POINT OF BEGINNING.

CONTAINS 1,597.59 SQ. FT.

11/23/09

Master Declaration Exhibit D, Part II Residential Above Retail Parcel



RESIDENTIAL ABOVE RETAIL PARCELS:

Parcel 1

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET SAID POINT BEING S00°01'48"E 84.80 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4356.00 AND ABOVE AND RUNNING THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 271.01 FEET; THENCE S89°59'56"W 28.70 FEET; THENCE N85°29'01"W 61.27 FEET; THENCE N83°29'32"W 10.83 FEET; THENCE N81°57'54"W 65.76 FEET; THENCE N80°25'09"W 10.83 FEET; THENCE N78°01'43"W 66.60 FEET; THENCE N77°07'16"W 7.00 FEET; THENCE N12°53'03"E 2.50 FEET; THENCE N77°07'10"W 1.60 FEET; THENCE N12°55'43"E 0.92 FEET; THENCE N77°12'04"W 2.83 FEET; THENCE S12°52'50"W 0.92 FEET; THENCE N77°07'00"W 11.17 FEET TO A NON-TANGENT 99.98 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N88°08'04"W, THENCE ALONG THE ARC 70.99 FEET (CHORD BEARS N18°28'36"W 69.51 FEET) TO A COMPOUND 60.83 FOOT RADIUS CURVE, RADIUS POINT BEARS S50°09'59"W, THENCE ALONG THE ARC 24.22 FEET (CHORD BEARS N51°41'4"W 24.06 FEET); THENCE NORTH 57.36 FEET; THENCE SOUTH 55.33 FEET; THENCE EAST 26.31 FEET; THENCE EAST 43.33 FEET; THENCE EAST 38.67 FEET; THENCE SOUTH 3.00 FEET; THENCE SOUTH 43.00 FEET; THENCE SOUTH 12.00 FEET; THENCE EAST 45.00 FEET; THENCE EAST 45.00 FEET; THENCE EAST 35.25 FEET; THENCE NORTH 197.65 FEET; THENCE N89°54'49"E 64.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 37,535.97 SQ. FT.

LESS AND EXCEPTING:

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET SAID POINT BEING S00°01'48"E 84.80 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4356.00 AND ABOVE AND RUNNING THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 16.68 FEET; THENCE S89°54'49"W 64.40 FEET; THENCE NORTH 16.68 FEET; THENCE N89°54'49"E 64.39 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,073.86 SQ. FT.

Parcel 2

BEGINNING AT A POINT ON THE WEST RIGHT OF WAY LINE OF MAIN STREET SAID POINT BEING S00°01'48"E 407.48 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4356.00 AND ABOVE AND RUNNING THENCE S00°01'48"E ALONG SAID WEST RIGHT OF WAY LINE 140.00 FEET; THENCE N89°59'54"W 165.84 FEET; THENCE NORTH 6.74 FEET; THENCE WEST 117.37 FEET; THENCE NORTH 121.13 FEET; THENCE N24°00'00"W 34.79 FEET TO A NON-TANGENT 59.98 FOOT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N13°38'56"W, THENCE ALONG THE ARC 12.19 FEET (CHORD BEARS N49°31'42"E 12.17 FEET) TO A COMPOUND 72.24 FOOT RADIUS CURVE, RADIUS POINT BEARS N46°51'10"W, THENCE ALONG THE ARC 11.23 FEET (CHORD BEARS N38°41'27"E 11.23 FEET); THENCE S77°11'29"E 16.77 FEET; THENCE S12°52'50"W 1.26 FEET; THENCE S77°10'10"E 2.83 FEET; THENCE N12°52'50"E 1.27 FEET; THENCE S77°11'29"E 1.60 FEET; THENCE N12°32'56"E 2.15 FEET; THENCE S77°07'04"E 7.00 FEET; THENCE S79°40'59"E 65.72 FEET; THENCE S80°16'31"E 10.83 FEET; THENCE S82°01'41"E 79.37 FEET; THENCE S83°46'51"E 10.83 FEET; THENCE S83°53'23"E 59.94 FEET; THENCE S89°59'56"E 28.73 FEET TO THE POINT OF BEGINNING.

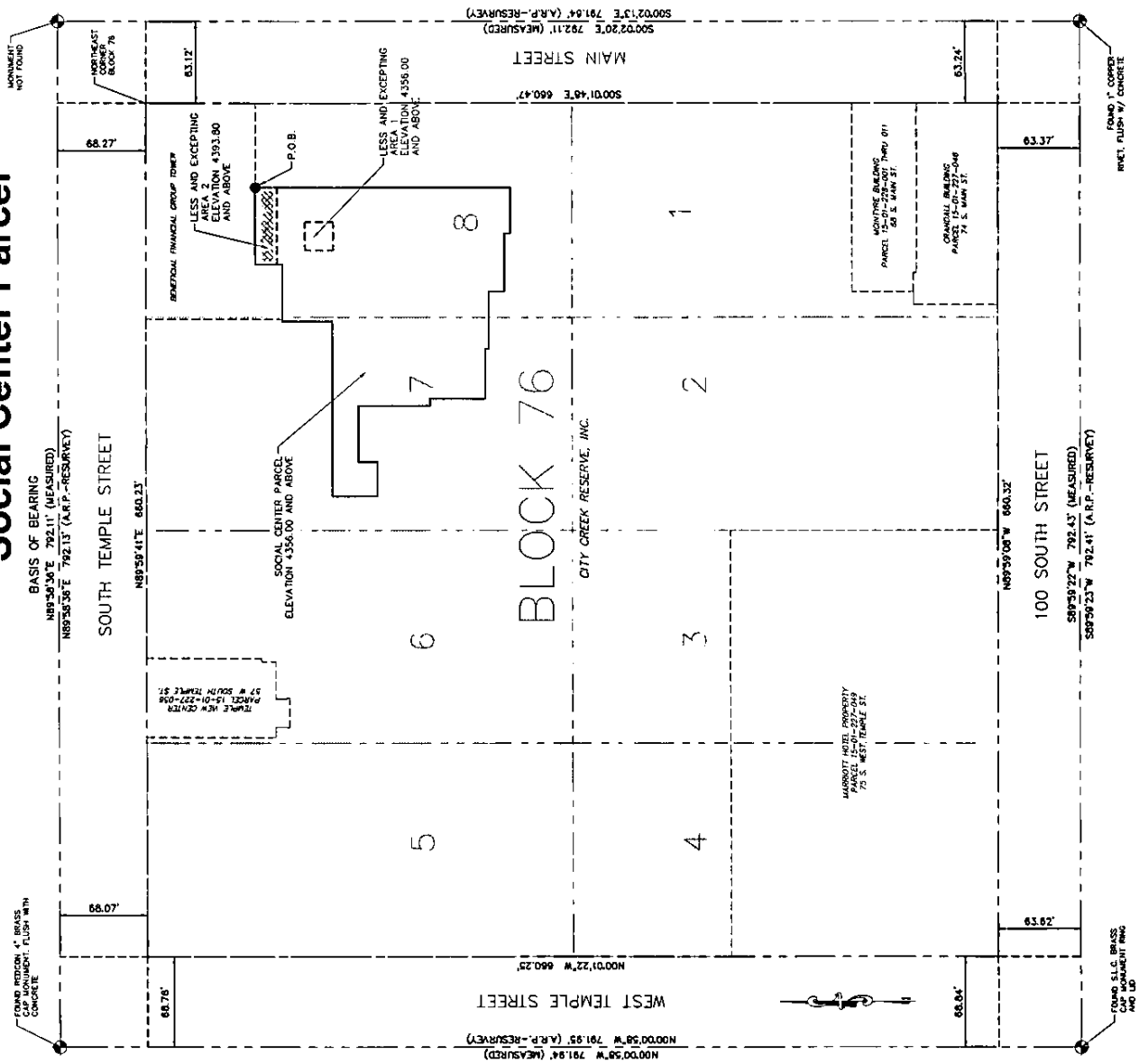
CONTAINS 43,366.99 SQ. FT.

LESS AND EXCEPTING:

BEGINNING AT A POINT THAT IS S00°01'48"E 540.72 FEET AND WEST 184.75 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4370.00 AND ABOVE AND RUNNING THENCE WEST 79.67 FEET; THENCE NORTH 6.58 FEET; THENCE EAST 70.67 FEET; THENCE NORTH 2.21 FEET; THENCE SOUTH 8.37 FEET; THENCE SOUTH 2.21 FEET; THENCE EAST 0.63 FEET; THENCE SOUTH 6.58 FEET TO THE POINT OF BEGINNING.

CONTAINS 542.97 SQ. FT.

Master Declaration Exhibit D, Part III Social Center Parcel



SOCIAL CENTER PARCEL:

BEGINNING AT A POINT THAT IS $S00^{\circ}01'46''E$ 84.90 FEET AND WEST 64.39 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4356.00 AND ABOVE AND RUNNING THENCE SOUTH 197.65 FEET; THENCE WEST 35.25 FEET; THENCE NORTH 4.16 FEET; THENCE WEST 45.00 FEET; THENCE NORTH 59.17 FEET; THENCE WEST 4.50 FEET; THENCE NORTH 13.00 FEET; THENCE WEST 5.33 FEET; THENCE WEST 34.81 FEET; THENCE SOUTH 14.57 FEET; THENCE WEST 26.31 FEET; THENCE NORTH 34.51 FEET; THENCE EAST 13.45 FEET; THENCE NORTH 38.51 FEET; THENCE $N89^{\circ}54'49''E$ 44.58 FEET; THENCE $N00^{\circ}05'11''W$ 20.75 FEET; THENCE $N89^{\circ}54'49''E$ 59.23 FEET TO THE POINT OF BEGINNING.

CONTAINS 28,393.05 SQ. FT.

LESS AND EXCEPTING AREA 1:

BEGINNING AT A POINT THAT IS $S00^{\circ}01'46''E$ 123.22 FEET AND WEST 90.66 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION OF 4356.00 AND ABOVE AND RUNNING THENCE SOUTH 22.00 FEET; THENCE WEST 22.00 FEET; THENCE NORTH 22.00 FEET; THENCE EAST 22.00 FEET TO THE POINT OF BEGINNING.

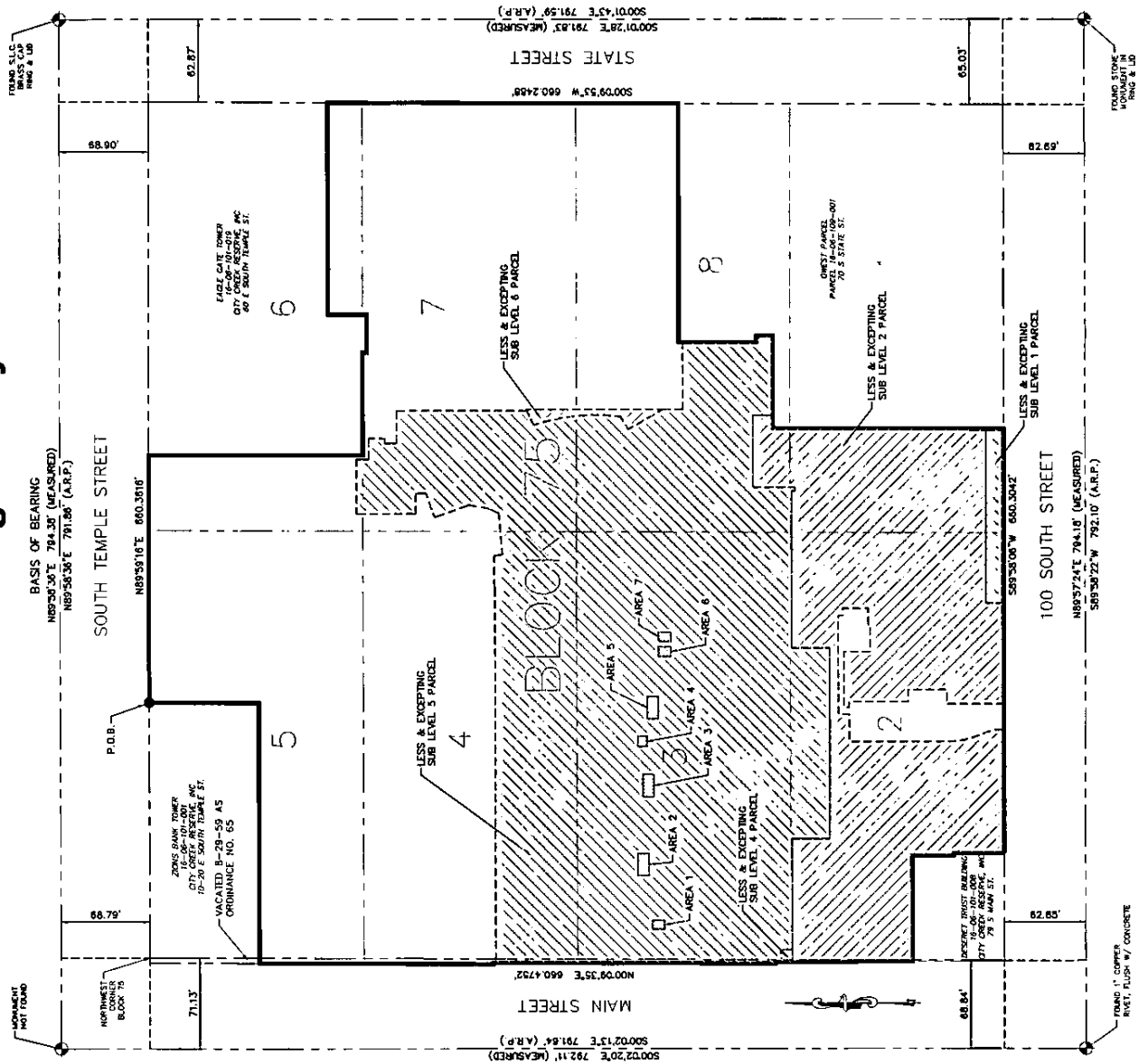
CONTAINS 484.00 SQ. FT.

LESS AND EXCEPTING AREA 2:

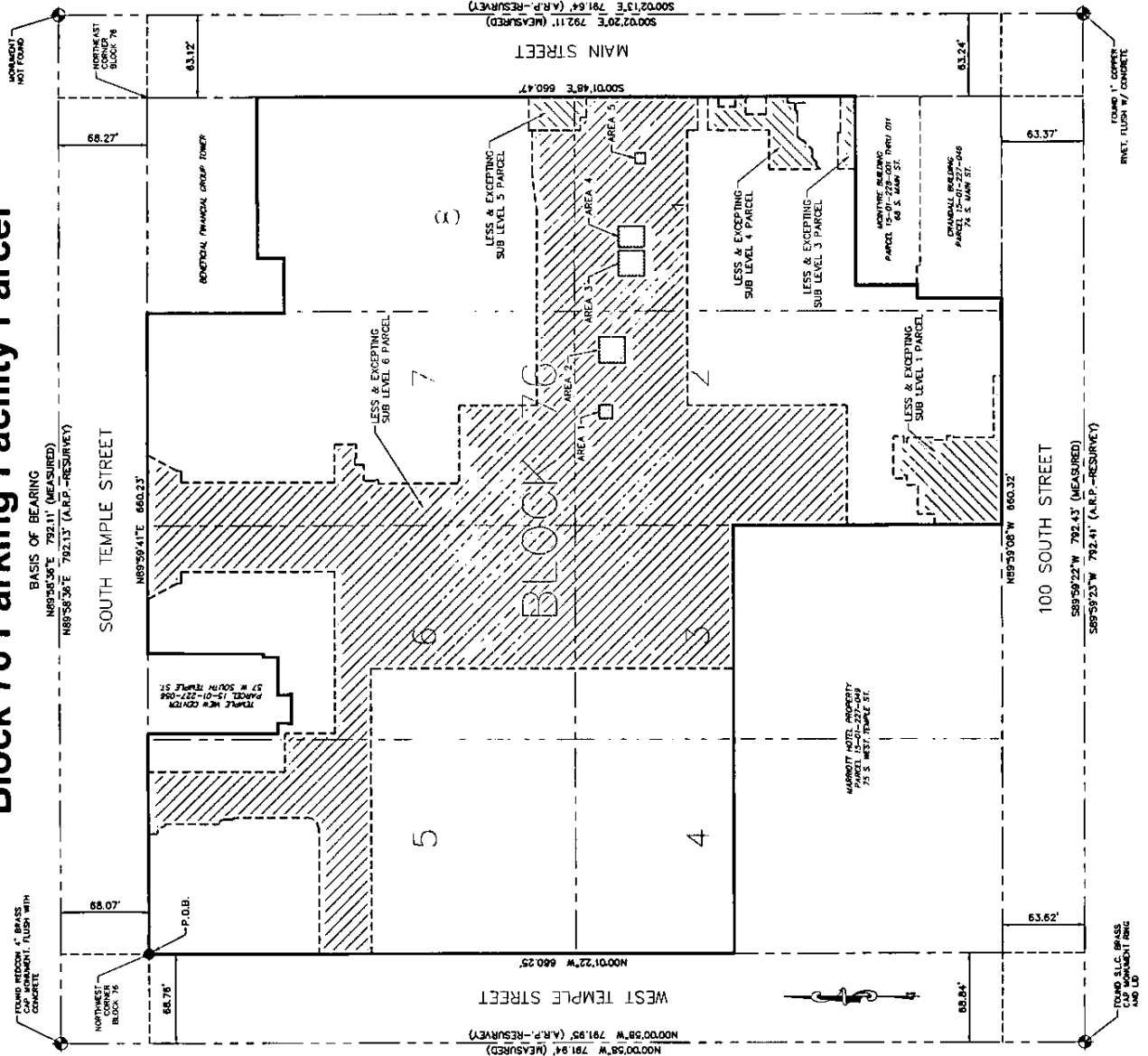
BEGINNING AT A POINT THAT IS $S00^{\circ}01'46''E$ 84.90 FEET AND WEST 64.39 FEET FROM THE NORTHEAST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4356.00 AND ABOVE AND RUNNING THENCE SOUTH 16.68 FEET; THENCE $S89^{\circ}54'49''W$ 59.20 FEET; THENCE $N00^{\circ}05'11''W$ 16.68 FEET; THENCE $N89^{\circ}54'49''E$ 59.23 FEET TO THE POINT OF BEGINNING.

CONTAINS 987.45 SQ. FT.

Master Declaration Exhibit E, Part I - Page 1 of 2 Block 75 Parking Facility Parcel



Master Declaration Exhibit E, Part II - Page 1 of 2 Block 76 Parking Facility Parcel

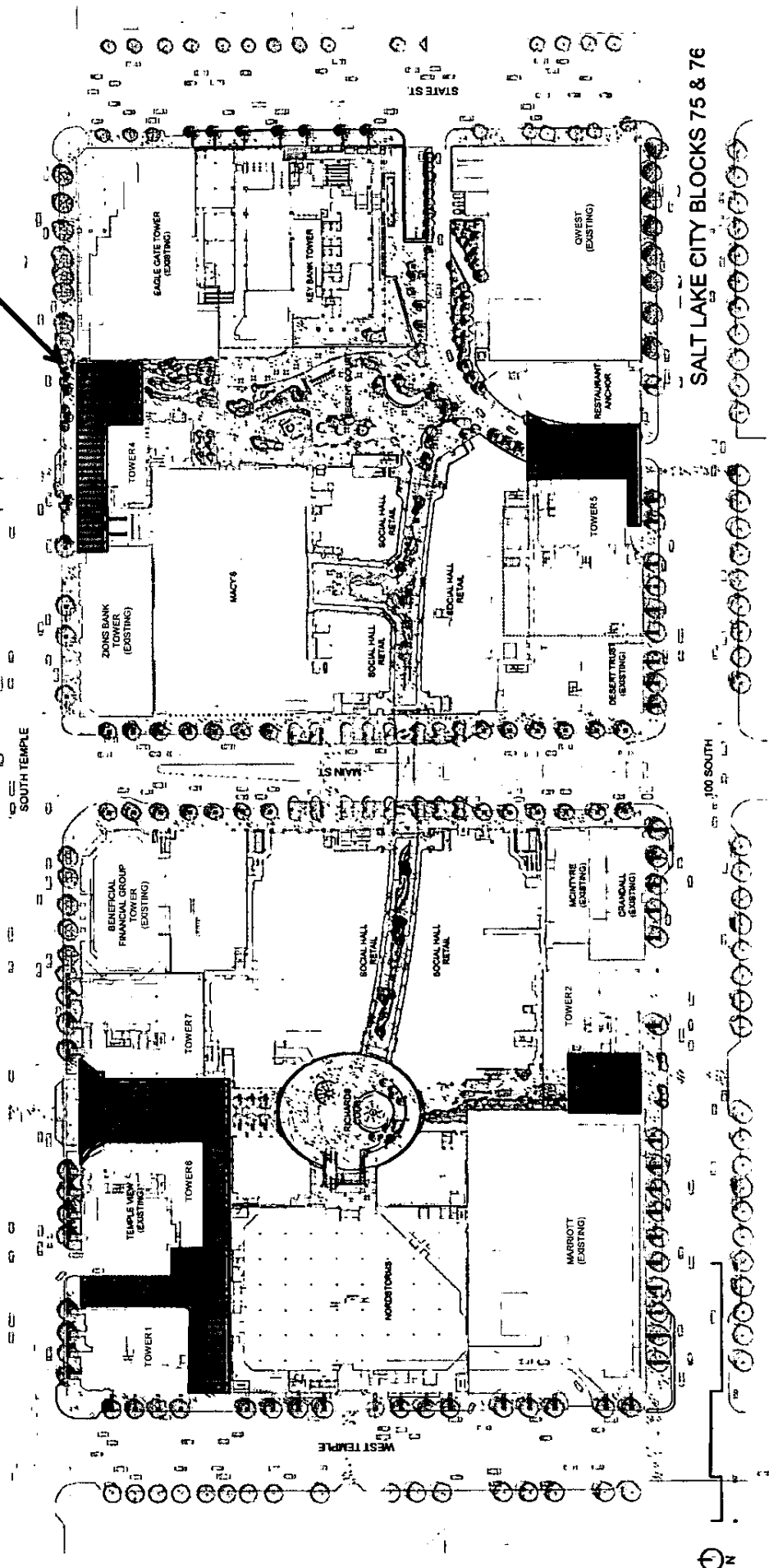


12/29/09

Master Declaration
Exhibit "F"

Adjacent Access Areas Exhibit

This "Adjacent Access Area" is at the 118 level.



Adjacent Access Areas