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(Space above for Recorder's use only)

EASEMENT AND LICENSE AGREEMENT
 (Easement for Private Road and License for Landscaping)

THIS EASEMENT AND LICENSE AGREEMENT (this "Agreement") is entered into this 14 day of June, 2010, by and between CITY CREEK RESERVE, INC., a Utah nonprofit corporation ("CCRI"), and AT&T Communications of the Mountain States, Inc., a Colorado corporation ("AT&T"), and Qwest Corporation, a Colorado corporation, formerly known as U S WEST Communications, Inc., a Colorado corporation, successor by merger to The Mountain States Telephone and Telegraph Company, a Colorado corporation ("QC") (AT&T and QC are collectively referred to as "Owner").

RECITALS

A. CCRI owns that certain real property located on Block 75 in Salt Lake City, Salt Lake County, Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "CCRI Property").

B. Owner owns that certain real property located adjacent to the CCRI Property on Block 75 in Salt Lake City, Salt Lake County, Utah, more particularly described on Exhibit B, attached hereto and incorporated herein by reference (the "Owner Property").

C. CCRI is developing a mixed-use project on the CCRI Property and other property (collectively, the "Project").

D. CCRI desires to obtain from Owner, and Owner is willing to grant to CCRI, a perpetual, nonexclusive easement and a nonexclusive license over, across, and through a portion of the Owner Property for the purposes described below, subject to the terms and conditions set forth herein. In return for Owner granting such easement and license, CCRI is willing to grant Owner certain parking rights in an adjacent parking facility to accommodate parking lost by Owner by virtue of this Agreement, as more particularly set forth herein.

GRANT OF EASEMENT AND LICENSE

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant, grant and agree as follows:

1. Grant of Easement. Subject to the terms of this Agreement, Owner hereby grants to CCRI a perpetual, nonexclusive easement on, over, across, and through that portion of the Owner Property more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference (the "Road Easement Area"), for the benefit of the CCRI Property for the purpose of constructing, installing, erecting, operating, using, maintaining, repairing, altering, inspecting, relocating, and/or replacing on the Road Easement Area a private road, lighting, security and other improvements (collectively, the "Road Improvements") to be used for pedestrian and vehicular access, ingress and egress to and from the CCRI Property and the adjacent public roads (the "Road Easement"). Pursuant to this Agreement, and only in strict accordance with the terms of this Agreement, CCRI, and CCRI's lessees, assigns, agents, employees, contractors, guests, and invitees, shall have use of the Road Easement and access rights over and across the Road Easement Area. The Road Improvements are part of a private road (the "Private Road") to be constructed by CCRI to serve the Project. That portion of the Private Road not located on the Road Easement Area will be located on a portion of the CCRI Property, and CCRI has granted Owner an easement for the portion thereof located on the CCRI Property pursuant to that certain Easement Agreement of even date herewith and recorded contemporaneously with this Agreement (the "Easement Agreement").

2. Grant of License. Subject to the terms of this Agreement, Owner hereby grants to CCRI and its employees, lessees, assigns, agents and contractors a license for the non-exclusive use on, over, across, and through that portion of the Owner Property more particularly described and depicted on Exhibit D, attached hereto and incorporated herein by reference (the "Landscaping License Area"), for the benefit of the CCRI Property, for the purpose of constructing, installing, maintaining, repairing, altering, inspecting, and/or replacing landscaping, lighting, fencing, security and related improvements (collectively, the "Landscaping") in accordance with the Plans and Specifications (as hereinafter defined) (the "Landscaping License"). Pursuant to this Agreement, and only in strict accordance with the terms of this Agreement, CCRI and its lessees, assigns, agents, employees and contractors shall have access rights over and across the Landscaping License Area. The Landscaping License shall terminate as provided herein but shall not otherwise be terminable by Owner except as provided in this Agreement.

3. Access and Use. Subject to the terms of this Agreement, CCRI and its lessees, assigns, agents, guests, invitees, employees, and contractors shall have the right hereunder to use the Road Easement and enter upon the Road Easement Area for the purposes permitted by this Agreement and for no other purposes, other than as permitted pursuant to the Crane Agreement, as hereinafter defined. Subject to the terms of this Agreement, CCRI and its lessees, assigns, agents, employees, and contractors shall have the right hereunder to enter upon the Landscaping License Area for the purposes permitted by this Agreement and for no other purposes other than as permitted pursuant to the Crane Access License Agreement dated March 17, 2008 and recorded April 10, 2008 as Entry No. 10396778 in Book 9593, beginning at Page 299, in the Official Records of the Salt Lake County Recorder as amended by the First Amendment to Crane Access License Agreement dated January 19, 2010 and recorded January 28, 2010 as Entry No. 10887062 in Book 9800 beginning at Page 434, in the Official Records of the Salt Lake County Recorder and as amended by the Second Amendment to Crane Access License Agreement dated

June 14, 2010 and recorded contemporaneously herewith in the Official Records of the Salt Lake County Recorder (collectively, the "Crane Agreement"). No portion of the Road Easement Area, Road Improvements and/or Landscaping License Area may be used at any time by CCRI or any of its lessees, assigns, agents, guests, invitees, employees, and contractors for parking except as expressly permitted hereby. Parking on the Landscaping License Area by CCRI and its employees and/or contractors may be made only as necessary for the initial construction and/or ongoing maintenance of the Landscaping and then subject to all of the terms of this Agreement, including but not limited to Owner's access and use rights of the Road Easement Area, Landscaping License Area and Landscaping. The Road Easement Area and the Road Improvements may only be used for parking for construction and delivery vehicles related to the initial construction of the Private Road, Landscaping and buildings and improvements located on the CCRI Property immediately adjoining the Owner Property and parking for construction and delivery vehicles for the maintenance and/or renovation of the Private Road, Landscaping and/or the buildings and improvements located on the CCRI Property immediately adjoining the Owner Property. Parking pursuant to the preceding two sentences shall be subject to the following conditions and requirements: (i) for initial construction related parking, Owner shall provide such notice as reasonably possible (which notice may be verbal) to CCRI's Representative and/or CCRI's contractor on site at any time when Owner needs to use the Road Easement Area for access to and from the Owner Property, in which case CCRI shall use its best efforts to promptly accommodate such access needed by Owner, including relocation of CCRI's (or its contractors') vehicles to accommodate such access needs, and all such parking shall be done in a manner which minimizes interference with Owner's access to and from the Owner Property; (ii) for parking related to maintenance and/or renovation of the Private Road, Landscaping and/or buildings and improvements located on the CCRI Property immediately adjoining the Owner Property, CCRI's parking shall at all times be pre-scheduled not less than twenty-four (24) hours in advance with Owner and subject to prior coordination of CCRI's activities with Owner, including but not limited to check-in with Owner's security guard prior to commencement of any such parking and check-out with the security guard promptly upon completion of the parking, and all such parking shall be done in a manner which minimizes any interference with Owner's access to and from the Owner Property; (iii) CCRI and Owner agree that in any dispute as to conflicting uses of the Road Easement Area and the Road Improvements related to such parking by CCRI and/or its contractors or suppliers, Owner's use shall be deemed the superior use; and (iv) CCRI and Owner agree that CCRI may meet its obligations under this sentence to provide Owner with access to and from the Owner Property, by providing, on a case by case basis, access to the Owner Property off of State Street rather than by coming East on the Private Road from 100 South Street, provided that CCRI provides Owner with prior notice of such access manner and CCRI installs and operates such barriers, signage and/or other restrictive methods as reasonably necessary to restrict access into the Road Easement Area during such access period by Owner, including restricting pedestrian access into the Road Easement area during such period when vehicles are moving in and out of the Road Easement Area to the loading dock (and provided that CCRI provides security guards or other appropriate means, such as fences or barriers restricting access, as necessary to manage pedestrian access during such periods). Nothing in this Agreement shall be construed as imposing any burden or restriction in favor of Owner on that portion of the Private Road located on CCRI Property. CCRI and Owner hereby appoint the following representatives (which representatives may be replaced from time

to time by the applicable party by written notice to the other party) to facilitate the coordination of such parking activities hereunder:

CCRI Representative: Peggy Gooding
Tel 801-240-7034

Owner Representative: Dennis Bird
Tel 801-237-3752

The Plans and Specifications (as hereinafter defined) for the Road Easement Area and the Road Improvements shall provide for the Road Easement Area and the Road Improvements to be constructed to a capacity adequate to accommodate construction and/or delivery vehicles to the Owner Property, including but not limited to eighteen wheel trucks and trailers weighing less than 80,000 pounds.

4. Construction of Private Road, Road Improvements, Parking Facility and Landscaping. CCRI shall be solely responsible for the construction and installation of the Road Improvements, Parking Facility and Landscaping, and upon commencement of construction thereof, CCRI shall diligently pursue the same to completion in accordance with existing construction schedules for the Project and in accordance with sound construction practices. CCRI shall construct the Road Improvements, the Parking Facility, the Loading Dock Improvements (as hereinafter defined) and the Landscaping in strict accordance with all applicable laws, and the Road Improvements and the Landscaping in accordance with the existing plans and specifications (including landscaping plans and the type and design of the pavers for the driveway serving the Owner Property) for the same (the "Plans and Specifications"), which Plans and Specifications are described on Exhibit E attached hereto and incorporated herein by this reference, but which are subject to modification to incorporate the changes thereto necessary to accommodate the design of the Loading Dock Improvements and the Fence (as hereinafter defined) as generally depicted and described on Exhibit E, which revisions shall be provided by CCRI to Owner for its review and approval, not to be unreasonably withheld, conditioned or delayed. CCRI shall have the right, at its own risk, to commence demolition work prior to approval of the revised Plans and Specifications by Owner, but, to the extent such demolition affects any areas which, based on the final approved Plans and Specifications, affect areas which are not subject to construction activities as depicted on such final approved Plans and Specifications, CCRI shall be obligated, at its sole expense, to promptly repair and restore such areas to their condition existing prior to such demolition work. CCRI hereby represents that the copies provided by CCRI to Owner previously of the Plans and Specifications are true and correct copies of the Plans and Specifications as described on Exhibit E (less the modifications thereto related to the Loading Dock Improvements and the Fence). Upon final approval by Owner of the revised Plans and Specifications, all references herein to the Plans and Specifications shall mean and refer to such revised and approved Plans and Specifications. CCRI acknowledges and agrees that the Plans and Specifications require construction of the Road Improvements to structural requirements capable of accommodating eighteen (18) wheel trucks with a maximum load (including the weight of the trucks themselves) of 80,000 pounds. In addition, CCRI acknowledges and agrees that the portions of the Private Road to be built on the CCRI Property will be constructed to structural requirements capable of

accommodating eighteen (18) wheel trucks with a maximum load (including the weight of the trucks themselves) of 80,000 pounds and maintained to such capacity. Further, CCRI acknowledges and agrees that the Parking Facility will be constructed in accordance with plans and specifications adequate to accommodate the Parking Rights (as hereinafter defined), including structural and design requirements capable of accommodating, but only in the specific areas of the Parking Facility noted in Section 10 below, service and delivery trucks with an eight (8) foot, two (2) inch height and accommodating a maximum load (including the weight of the trucks themselves) of 8,600 pounds and eighteen (18) wheel trucks with a maximum load (including the weight of the trucks themselves) of 80,000 pounds and a maximum length of sixty-five (65) feet (including cab/tractor length) within certain portions of the Parking Facility as more particularly set forth in the Easement Agreement, which portions shall have a fourteen (14) foot ceiling height. No modification shall be made to the Plans and Specifications that materially and adversely impact Owner's rights under this Agreement, without Owner's prior written consent, which consent may be withheld in Owner's sole discretion. All of CCRI's obligations hereunder shall be at CCRI's sole cost and expense and CCRI shall not be entitled to any reimbursement or contribution from Owner of any type or nature with respect thereto except as otherwise provided in this Agreement.

Notwithstanding the foregoing or any provision hereof to the contrary, any and all improvements to the Landscaping License Area (the "**License Area Work**") shall be at Owner's expense (except that, as provided below, CCRI shall have responsibility for maintenance thereof in accordance with the terms of this Agreement) and the improvements on the Owner Property for the loading dock area and three (3) truck parking spaces more particularly depicted on Exhibit E attached hereto and incorporated herein by this reference (the area so depicted is hereinafter referred to as the "**Loading Dock Area**" and the improvements to be constructed therein are hereinafter described as the "**Loading Dock Improvements**"), all to be constructed by CCRI in accordance with the Plans and Specifications approved by Owner in accordance with the preceding paragraph. CCRI shall obtain a bid for the License Area Work and Loading Dock Improvements from CCRI's contractor and provide such bid to Owner for Owner's review and approval (which Owner shall provide within five (5) Business Days after receipt of such bid from CCRI). Upon approval of the bid by Owner, CCRI shall thereafter have its contractor promptly perform the License Area Work and Loading Dock Improvements (which License Area Work and Loading Dock Improvements shall be performed in coordination with the other work to be performed by CCRI hereunder). CCRI hereby represents and warrants that all contracts with contractors performing the License Area Work and any other work on the Owner Property (including but not limited to the Loading Dock Improvements and the wall work hereinafter described) shall require such contractors to provide not less than a one (1) year warranty for the work performed by such contractors (plus assign to Owner the benefit of any manufacturer warranties applicable to any components thereof), to perform all such work in accordance with all applicable laws, rules and regulations (including but not limited to those imposed by the City of Salt Lake, Utah) and to obtain all necessary permits and approvals for such work and to perform such work in accordance with all permits and approvals, including but not limited to satisfaction of any and all inspection and repair requirements related to such permits and/or approvals. CCRI shall submit to Owner invoices for the License Area Work and Loading Dock Improvements (which invoices may be submitted in CCRI's election, periodically, but not more frequently than once per month, for portions of the work then completed, or which may be

submitted in a single invoice upon completion of the License Area Work and Loading Dock Improvements), and Owner shall deliver payment to CCRI (which payment may be payable jointly to CCRI and the contractor) for the reasonable costs thereof from time to time following receipt from CCRI of invoices for such improvements, along with reasonable supporting detail of such costs. Promptly after completion of the License Area Work and Loading Dock Improvements, CCRI shall provide to Owner all operation and maintenance manuals for the License Area Work and Loading Dock Improvements (or any components thereof) and as-built drawings for the License Area Work and Loading Dock Improvements. Other than the License Area Work and Loading Dock Improvements or as otherwise provided in this Agreement, all other improvements shall be at CCRI's sole cost and expense. Payments by Owner for the License Area Work and Loading Dock Improvements shall be made within forty-five (45) days after submittal of the invoices for payment with reasonable supporting detail (including satisfactory lien waivers for the completed work), unless Owner, in its reasonable judgment, determines that any portion of the applicable request for payment has not been performed or has not been performed in accordance with the Plans and Specifications, in which case Owner shall be permitted to withhold such payment until such time as such work has been performed or corrected in accordance with the Plans and Specifications. If Owner fails to remit any payment to CCRI within the time period specified herein, such amount, until paid in full, shall accrue interest at the rate of eighteen percent (18%) per annum. Any review of the Plans and Specifications by Owner, and any review and consent to any modifications thereof by Owner will not constitute any representation or warranty of any type or nature on the part of Owner that such Plans and Specifications have been properly designed or engineered, or any assumption of liability of any type or nature by Owner with respect thereto. CCRI hereby acknowledges and agrees that any review and/or approval of the Plans and Specifications by Owner is strictly for Owner's benefit and Owner has no liability of any type or nature to CCRI or any other person or entity as a result of any review and/or approval of such Plans and Specifications by Owner, including but not limited to, any liability arising out of or related to any defects, omissions, inconsistencies or shortcomings contained in such Plans and Specifications or the work to be performed in accordance therewith. As part of the construction of the Landscaping, CCRI shall install water line(s) (the "Water System") for the irrigation system serving the Landscaping, and electrical line(s) (the "Utility System") for any electrical power used as part of the Landscaping, both of which will be attached to CCRI water and electrical meters. CCRI shall be responsible for paying all bills on or before their due date, for the water and/or utility service for the Landscaping as measured by such Water System and/or Utility System. The Water System and/or Utility System may be connected to or be a part of larger systems located within or on portions of the CCRI Property, but all references herein to the Water System and/or Utility System shall mean and refer only to the improvements located on the Owner Property. Notwithstanding any provision hereof to the contrary (including but not limited to the termination of the Road Easement and/or Landscaping License) and in addition to any other obligations, including maintenance obligations, set forth in this Agreement, CCRI shall warrant the License Area Work and the pavers installed in the driveway for the Owner Property for a period of one (1) year from the date of completion of installation thereof, and if any portion thereof requires maintenance, repair or replacement during such warranty period, including but not limited to if such initial improvements do not conform with the Plans and Specifications, CCRI shall be responsible for repairing or replacing the same at CCRI's sole cost and expense, regardless of whether this Agreement (or any portion thereof or rights pursuant thereto) has

previously terminated, and CCRI's warranty obligation shall survive such termination. CCRI's warranty obligations under the preceding sentence shall not limit or impair in any manner its obligations pursuant to Section 6 below. CCRI shall promptly commence and diligently pursue to completion any and all warranty work required hereby. If CCRI fails to promptly perform any warranty work required of CCRI hereunder, and such failure is not fully cured or rectified within thirty (30) days after receipt of written notice thereof from Owner (or for repairs or replacement reasonably requiring more than thirty (30) days for completion, if CCRI did not commence such repair or replacement within such thirty (30) day period and thereafter expeditiously pursued such repair or replacement to completion), Owner shall have the right, but not the obligation, to perform such warranty work on CCRI's behalf and at CCRI's expense. If Owner exercises such option, upon completion thereof, Owner shall deliver to CCRI written notice of, and receipts or bids for the cost of such warranty work, plus Owner's management fee equal to ten percent (10%) of the cost thereof, and CCRI shall remit such payment to Owner within forty-five (45) days after receipt of Owner's notice and supporting detail. If CCRI fails to remit such payment to Owner, such amount, until paid in full, shall accrue interest at the rate of eighteen percent (18%) per annum. With CCRI's prior approval, not to be unreasonably withheld, conditioned or delayed, Owner shall have the right, but not the obligation, to install and maintain such signage as Owner may elect in its discretion within the Landscape License Area, including "No Trespassing," "Private Property" and similar signs.

CCRI, at Owner's sole cost, as more particularly described below, shall seal the portions of the west wall of the building located on the Owner Property comprised of exposed concrete, before constructing a building to the west of that wall. Owner shall submit to CCRI within 30 days after the execution of this Agreement the specifications of the materials, products, and applications for sealing the portions of the west wall of the building located on the Owner Property. CCRI shall obtain a bid for such wall sealing work from CCRI's contractor and provide such bid to Owner for Owner's review and approval (which Owner shall provide within five (5) Business Days after receipt of such bid from CCRI). Upon approval of the bid by Owner, CCRI shall thereafter have its contractor promptly perform such work in coordination with the other work to be performed by CCRI hereunder. CCRI shall submit its construction plans and specifications for the foregoing work, to Owner for Owner's reasonable review and approval, which approval will not be unreasonably withheld or delayed. CCRI shall submit to Owner invoices for the wall work (which invoices may be submitted in CCRI's election, periodically, but not more frequently than once per month, for portions of the work then completed, or which may be submitted in a single invoice upon completion thereof), and Owner shall deliver payment to CCRI (which payment may be payable jointly to CCRI and the contractor) for the reasonable costs thereof from time to time following receipt from CCRI of invoices for such improvements, along with reasonable supporting detail of such costs. Promptly after completion of such wall work, CCRI shall provide to Owner any operation and maintenance manuals for such work (or any components thereof), if any applicable, and as-built drawings for the wall work, if any applicable. Such payments shall be made within forty-five (45) days after submittal of the invoices for payment with reasonable supporting detail (including satisfactory lien waivers for the completed work), unless Owner, in its reasonable judgment, determines that any portion of the applicable request for payment has not been performed or has not been performed in accordance with the applicable construction plans and specifications therefor, in which case Owner shall be permitted to withhold such payment until such time as

such work has been performed or corrected in accordance with the applicable construction plans and specifications. If Owner fails to remit any payment to CCRI within the time period specified herein, such amount, until paid in full, shall accrue interest at the rate of eighteen percent (18%) per annum. Upon completion of each level of the wall sealant work, CCRI shall promptly notify Owner thereof and Owner shall have the right to inspect such work, which inspections shall each occur at a mutually agreeable time within two (2) Business Days after delivery of each such notice by CCRI to Owner. Owner's inspection representatives shall comply with all reasonable construction site safety protocols and requirements maintained by CCRI. If any such inspections identify any deficiencies in the wall sealant work from the plans and specifications, CCRI shall cause its contractor to promptly correct such deficiencies to conform with the plans and specifications therefor.

5. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Road Easement and/or Landscaping License to the general public or for the general public or for any public purposes whatsoever. CCRI shall take all steps reasonably necessary to preclude any public dedication of the Road Easement and/or Landscaping License or the creation of any prescriptive rights of any party in the Road Easement and/or Landscaping License. Notwithstanding any provision of this Agreement to the contrary, Owner shall have the right, at any time or from time to time, but upon not less than five (5) days' prior written notice to CCRI, to take such actions as Owner deems necessary or appropriate to preclude any public dedication of the Road Easement and/or Landscaping License or the creation of any prescriptive rights of any party in the Road Easement and/or Landscaping License. In connection with the exercise of the rights set forth in the preceding sentence, Owner shall, except in the case of emergency, reasonably cooperate with CCRI in scheduling such actions to be undertaken at time(s) to minimize interference with the use and enjoyment of the Road Easement.

6. Maintenance. CCRI, at its sole cost and expense, will maintain and repair (including any and all maintenance and repair necessary to cause such improvements to conform with the Plans and Specifications and to correct any construction defects associated with the initial installation thereof) the Road Improvements, Landscaping, Water System and Utility System installed by CCRI pursuant to this Agreement in accordance with the terms of this Agreement, in good order and condition and in a manner consistent with a first-class mixed use project of a type comparable to the Project. For the sake of clarity, Owner understands and agrees that Owner, at its sole cost and expense, except for any obligations of CCRI pursuant to Sections 4 or 12 hereof, shall maintain and repair the following: (a) any improvements within or on the Owner Property that were not constructed by CCRI, (b) the below grade utilities on the Owner Property that serve the Owner Property, including storm drain lines, gas lines, oil lines, etc., (c) any improvements on the Owner Property that are outside of the Road Easement Area and Landscaping License Area, and (d) the improvements within the Landscaping License Area other than the actual landscaping, Water System, Utility System or any other improvements therein installed by CCRI to the extent permitted by this Agreement. Notwithstanding any provision hereof to the contrary, after the initial construction of such improvements in accordance with the terms of this Agreement, CCRI shall not make any modifications thereto or any components or portions thereof which deviate in any non-de minimus way from the Plans and Specifications without Owner's prior written consent, which consent shall not be

unreasonably withheld or delayed provided such change does not materially change the structural components or capacity of the Road Improvements and/or the structural components, capacity and/or ceiling clearance height of those portions of the Parking Facility in which Owner has rights, in which case such consent may be withheld in Owner's sole discretion. If CCRI fails to maintain and/or repair Road Improvements, Landscaping, Water System and/or Utility System as required hereby, or fails to pay any maintenance costs (including water and/or utility bills) required of CCRI hereunder, and such failure is not fully cured or rectified within thirty (30) days after receipt of written notice thereof from Owner, Owner shall have the right, but not the obligation, to perform such maintenance and/or repair, or pay such amount, on CCRI's behalf and at CCRI's expense. If Owner exercises such option, upon completion thereof, Owner shall deliver written notice to CCRI of the cost of such repair and/or maintenance and/or amount paid on CCRI's behalf, plus Owner's management fee equal to ten percent (10%) of the cost thereof, and CCRI shall remit such payment to Owner within forty-five (45) days after receipt of Owner's notice along with reasonable supporting detail. If CCRI fails to remit such payment to Owner, such amount, until paid in full, shall accrue interest at the rate of eighteen percent (18%) per annum. In addition to the foregoing, (i) if an uncured default then exists under this Agreement, or (ii) if in Owner's opinion a security concern exists with respect to the Landscaping License Area, or with respect to the Owner Property which can only be resolved by utilizing the Landscaping License Area, which after written notice to and discussions with CCRI, Owner and CCRI are unable to reasonably resolve, then in either such event Owner shall have the right, but not the obligation, to elect to take over performance of some or all of the maintenance and repair of portions of the Landscaping upon sixty (60) days' prior written notice to CCRI; in such event, CCRI shall reasonably cooperate with the transition of maintenance thereof to Owner, including but not limited to providing Owner with contact information for all vendors used by CCRI. If Owner elects to take over any maintenance and repair of the Landscaping pursuant to the foregoing provisions, CCRI shall be responsible for terminating all service contracts with respect thereto (unless Owner elects, in its sole discretion, to assume any such contracts, in which case CCRI shall execute such documents as reasonably necessary to effect any assignment thereof), including paying any and all amounts due and payable with respect to all maintenance and repair performed by and on behalf of CCRI and any and all costs and expenses pursuant to such service contracts, and Owner shall have no obligation with respect to such contracts and/or work performed by or on behalf of CCRI, unless Owner elects, in its sole discretion, to assume any such contracts, and then Owner shall only have such obligations with respect thereto as set forth in the assignment and assumption agreement for such contracts, if any. Owner may, if it elects to take over maintenance and repair of some or all of the Landscaping, elect to modify such Landscaping and/or change the use of such Landscaping License Area in its discretion but subject to such governmental approvals as may be necessary with respect thereto. Upon election by Owner to take over maintenance of all of the Landscaping pursuant to the provisions hereof, the Landscaping License pursuant to this Agreement shall terminate and CCRI shall execute (including notary acknowledgments) and deliver such documents as reasonably requested by Owner to evidence such termination, including a bill of sale and/or assignment of any and all rights with respect to the Water System and/or Utility System, which Owner may record, against the Owner's Property only, in the real property records for Salt Lake County, Utah. In connection with such termination, if the Water System and/or the Utility System are connected to or are part of larger systems located within or on portions of the CCRI Property, Owner shall sever the same at the property line and utilize and

operate both the Water System and the Utility System entirely within the Owner Property and on systems totally owned or controlled by Owner. In no event shall CCRI be obligated to transfer to Owner, and Owner shall not be entitled to receive from CCRI, a transfer of any water rights that may be used by CCRI in connection with the use and operation of the Water System and Owner, in connection with any use of the Water System after transfer thereof from CCRI to Owner, shall be responsible for obtaining such water rights as may be necessary for Owner to use the Water System.

7. Security Fence. CCRI, at its sole cost and expense, shall construct, install, and maintain in good order and condition a ten (10) foot tall security fence (which fence will be of such materials as are approved by Owner, not to be unreasonably withheld or delayed) between portions of the Owner Property and Road Easement Area and the Landscape License Area (the "Fence"), at the location generally depicted in the Plans and Specifications approved by Owner pursuant to Section 4 above, to separate the Road Easement Area and the Landscape License Area from the other portions of the Owner Property. The parties acknowledge that due to the redesign of the Loading Dock Improvements area that the Fence may need to be reconfigured and/or redesigned after execution of this Agreement. Prior to construction of the Fence, CCRI shall submit to Owner plans and specifications for the Fence, including materials, gates and access points (electronically controlled and connected to Owner's security and monitoring system) for the purpose of providing ingress and egress between the Road Easement Area and other portions of the Owner Property, (the "Access Points"). Owner shall review the Fence plans and specifications and provide feedback to CCRI within fifteen (15) Business Days of receipt. Owner's approval shall not be unreasonably withheld or delayed. The Fence shall be constructed in accordance with all applicable laws, and with materials and pursuant to the Fence plans and specifications approved by Owner. The Access Points shall be for the exclusive benefit of Owner, and, except as reasonably necessary in connection with CCRI's construction and/or maintenance of the Fence, CCRI, its lessees, assigns, agents, employees, contractors, guests, and invitees, shall have no right of access through the Fence to such portions of the Owner Property beyond the Fence. Owner's review and approval of the Plans and Specifications (including Owner's review and consent to any modifications thereof) do not constitute any representation or warranty of any type or nature on the part of Owner that such Plans and Specifications have been properly designed or engineered or any assumption of liability of any type or nature by Owner with respect thereto. CCRI hereby acknowledges and agrees that Owner's review and/or approval of the Plans and Specifications is strictly for Owner's benefit and Owner has no liability of any type or nature to CCRI or any other person or entity as a result of Owner's review and/or approval of such Plans and Specifications, including but not limited to, any liability arising out of or related to any defects, omissions, inconsistencies or shortcomings contained in such plans and specifications or the work to be performed in accordance therewith. CCRI's design and construction of the Fence do not constitute any representation or warranty of any type or nature on the part of CCRI that such Fence provides or will provide adequate security for Owner's operations on the Owner Property, and CCRI does not assume, by design and construction of the Fence, any liability of any type or nature with respect thereto. Notwithstanding any provision hereof to the contrary, Owner, at its election, may, upon written notice to CCRI, take over the maintenance of the gates and Access Points which are a part of the Fence (but CCRI shall continue to maintain the rest of the Fence).

8. Owner's Use of Owner Property, Loading Docks and Generator Equipment. The parties acknowledge and agree that Owner reserves the right, from time to time, twenty-four (24) hours per day, seven (7) days per week, to use the Road Easement Area and Landscaping for purposes of accessing, using, repairing, maintaining, replacing, altering, improving, expanding and/or building additions to Owner's surface loading docks and any other existing or future improvements to the Owner Property, and any other activities in or on the Owner Property as well as for purposes of access to and from, use, maintenance, operation, repair and replacement of Owner's generators, standby engines, fuel tanks and related equipment (collectively, the "Generator Equipment"). Such use and access shall include during the period of the initial construction of improvements by CCRI as provided by this Agreement, and all such construction by CCRI shall be performed in a manner which does not materially interfere with or impede access to the Owner Property, including but not limited to the Generator Equipment. Notwithstanding any provision of this Agreement to the contrary, in no event shall any cranes, crane equipment, or other rigging of any type or nature be operated above or in the immediate vicinity of the Generator Equipment by CCRI or any contractor, employee, agent, licensee, tenant, occupant or representative of CCRI without Owner's prior approval, which approval may be granted or withheld in Owner's sole discretion. Owner shall be entitled to operate cranes on the Owner Property (including the Road Easement Area) from time to time as necessary in connection with use, maintenance, operation, repair, replacement and expansion of the improvements on the Owner Property, including the Generator Equipment. No such cranes shall cross over CCRI Property, including Building "H" on the CCRI Property, except in accordance with (i) the terms of the Easement Agreement (with respect to the work pursuant to the Temporary Easement as set forth therein) or (ii) pursuant to a separate written agreement between CCRI and Owner. Except in the case of an emergency, in which case Owner shall provide CCRI with such notice, if any, as reasonably possible, which emergency notice may be verbal rather than written, if Owner's use of the Road Easement Area and/or Landscaping shall block or materially impair traffic along the Private Road for a period greater than thirty (30) minutes, Owner shall give CCRI not less than two (2) days' prior written notice of such use, and CCRI and Owner shall reasonably cooperate to make the necessary arrangements, including appropriate detour signage or other notification, for any necessary closures or modifications of traffic patterns of the Private Road. For any activity that will require blockage of the Private Road or otherwise materially impair traffic thereon within the Road Easement Area for more than four (4) consecutive hours, Owner shall provide CCRI with as much additional advance written notice thereof as possible (except in the event of an emergency, in which case such notice, if any, as possible shall be provided, which may be verbal), and Owner and CCRI shall cooperate with one another, both acting reasonably, to coordinate such blockage and/or usage of the Road Easement Area so as to minimize the interference with CCRI's use thereof to the extent reasonably possible. Owner agrees that a reasonable resolution of any such situation shall be for CCRI to arrange for temporary access to the Owner Property from State Street rather than by coming East on the Private Road pursuant to Owner's rights under the Easement Agreement, provided that CCRI provides Owner with prior notice of such access manner, provides such access in accordance with Owner's access needs as reflected in Owner's notice to CCRI) and CCRI installs and operates such barriers, signage and/or other restrictive methods as reasonably necessary to restrict access into the Road Easement Area during such access period by Owner, including restricting pedestrian access into the Road Easement Area during such period when vehicles are moving in and out of the Road Easement Area to the loading dock (and provided

that CCRI provides security guards or other appropriate means, such as fences or barriers restricting access, as necessary to manage pedestrian access during such periods). The cost of any such detour signage or traffic pattern modification shall be CCRI's sole expense. In addition to the rights to use the Private Road (pursuant to Owner's rights under the Easement Agreement and the rights reserved in this Agreement to the Road Easement Area) to access Owner's surface loading dock, Owner shall also have the right to use certain service elevators and other certain portions of the Parking Facility in accordance with the terms of the Easement Agreement. Throughout the initial construction of the Private Road, Landscaping and Parking Facility, CCRI shall maintain availability of access by Owner to and from and use of at least one (1) loading dock located on the Owner Property (either the surface loading dock accessed from the Private Road or the loading dock located below grade on the P-1 level of the Parking Facility) and the Owner shall have the right to such access twenty-four (24) hours per day, seven (7) days per week, subject to the terms hereof.

9. Control of Private Road. Subject to the terms of this Agreement, and during the term of this Agreement, CCRI shall have exclusive control of the Road Easement Area, and may exercise any and all rights pertaining thereto, including, without limitation, the right to close the Private Road from time to time, in CCRI's sole discretion provided that, in no event, shall any such closure materially impede Owner's use of the Road Easement Area, as reserved in this Agreement, and that portion of the Private Road located on the CCRI Property (as Owner's rights exist therein pursuant to the Easement Agreement), for purposes of access to and from the Owner Property (including access, use, repair, maintenance and replacement of Owner's loading docks and/or access to and from, use, maintenance, operation, repair and replacement of the Generator Equipment, including but not limited to access during any and all construction periods for the Private Road and/or Landscaping). Subject to the terms of this Agreement, CCRI shall, at all times during the duration of this Agreement, at CCRI's sole cost and expense, maintain, repair, replace, and operate the Road Improvements and the Road Easement Area in accordance with all applicable laws and governmental requirements and in a manner consistent with a first-class mixed use project of a type comparable to the Project, and perform all of its obligations with respect thereto pursuant to this Agreement in compliance with the requirements of this Agreement. Upon any termination of the Road Easement, ownership and control of the Road Improvements shall immediately transfer to Owner, without the need of any further action or documentation by any party, and Owner shall have all rights associated with such ownership and control, including, without limitation, the right to maintain, repair, replace, or remove the Road Improvements and to block access thereto from the other portions of the Private Road located on the CCRI Property; provided, however, that all such rights shall be exercised at Owner's sole cost and expense. Notwithstanding the foregoing, Owner shall have the option, upon written notice delivered to CCRI at the time of Owner's delivery of any notice of termination of this Agreement or within thirty (30) days after receipt of any notice of termination from CCRI or within (30) days after any other termination of this Agreement, to require CCRI, at its sole cost and expense, to remove, within the later of (i) the effective date of the termination of the Agreement or (ii) six (6) months after the date of delivery of Owner's removal notice, part or all of the Road Improvements and render the Road Easement Area capable of accommodating surface parking for eighteen (18) wheel trucks with a maximum load (including the weight of the trucks themselves) of 80,000 pounds. Notwithstanding the foregoing or any provision hereof to the contrary, to the extent such termination is in connection with Owner's exercise of its

expansion rights pursuant to Section 11 below, CCRI shall not be obligated to restore any portion of the Road Easement Area or Road Improvements where Owner intends to construct its Expansion. CCRI's obligations in the preceding two (2) sentences shall survive the termination of this Agreement and all of CCRI's obligations pursuant to Section 12 hereof (including but not limited to the insurance requirements set forth in Section 12(e) below) shall apply and extend to CCRI's removal, repair and construction obligations set forth in the preceding sentence (including any portion thereof which may occur or arise after the termination date of this Agreement). In any event, CCRI and Owner shall execute such documentation as reasonably requested by either party to evidence such transfer of the Road Improvements and the termination of this Agreement.

10. Parking Rights. As part of the Project, CCRI is now constructing, and CCRI intends to complete construction of and thereafter maintain, on property owned by CCRI in Block 75, a parking structure (the "**Parking Facility**"). CCRI, shall, at its sole expense, construct and maintain such Parking Facility throughout the duration of the Parking Rights in good order and condition and in a manner consistent with a first-class mixed use project of a type comparable to the Project. As partial consideration for the grant of the Road Easement, CCRI agrees to reserve for the use and benefit of Owner, without cost to Owner, eleven (11) parking stalls (five (5) of which will be capable of accommodating commercial or work trucks/vehicles weighing no more than 8,600 pounds with extended cabs or large beds and ladder racks (the "**Commercial Vehicles**") in the Parking Facility, which number of spaces are subject to reduction as set forth in the following sentence (the "**Parking Rights**"). If Owner elects to takeover maintenance of the Landscaping as provided in this Agreement, the Parking Rights shall, upon the effective date thereof, be reduced to a total of nine (9) parking stalls (three (3) of which will be capable of accommodating Commercial Vehicles). The parking stalls for the Commercial Vehicles shall be marked "Reserved" and shall be located on the P-1 level of the Parking Facility as shown on Exhibit F attached hereto (the "**Commercial Stalls**") in an area reserved for office tenants and residential owner parking only with access thereto controlled by a fence and gate as depicted on Exhibit F, which fence and gate (and limitations on access and use of the parking area) shall be operated and maintained by CCRI, at CCRI's sole expense, throughout the term of this Agreement. Owner understands and acknowledges that only the ramps and drive aisles leading to the Commercial Stalls, and the Commercial Stalls, can physically handle weights in excess of 7,000 pounds (and up to 8,600 pounds), and therefore Owner, its employees and agents, shall strictly comply in only driving the Commercial Vehicles over those portions of the Parking Facility as allowed by this Agreement and depicted on Exhibit F. The remaining six (6) parking stalls (the "**Employee Stalls**") that comprise the Parking Rights shall be marked "Reserved" and shall be located on the P-1 level of the Parking Facility in an area reserved for office tenants and residential owner parking only with access thereto controlled by a fence and gate all as depicted on Exhibit F, which fence and gate (and limitations on access and use of the parking area) shall be operated and maintained by CCRI, at CCRI's sole expense, throughout the term of this Agreement. Owner's employees, agents and contractors utilizing the Commercial Stalls and Employee Stalls shall have access to and from the Owner Property through the Service Elevator Easement Area granted pursuant to the Easement Agreement. Owner shall not park vehicles in the Parking Facility which exceed the structural requirements set forth in this Agreement. CCRI, at its sole expense, shall construct and install and, for the entire duration of the Parking Rights, operate and maintain within the Parking

Facility security systems typical of a mixed use project of the nature of the Project, controlling access to the Commercial Stalls and the Employee Stalls, including but not limited to card key access control system for access to such spaces. Owner, at Owner's expense, shall have the right, but not the obligation, to install and operate such additional security features, if any, which it elects for the spaces included in the Parking Rights, subject to the prior approval of CCRI, which approval will not be unreasonably withheld or delayed. The term of the Parking Rights shall be concurrent with the term of the Road Easement. Owner's use of the Parking Rights shall comply with all rules and regulations relating to the Parking Facility, as may be established by CCRI from time to time; provided, however, that notwithstanding any provision of such rules and regulations to the contrary, Owner shall have access to the Parking Facility and be entitled to use the Parking Rights twenty-four (24) hours per day, seven (7) days per week, and CCRI shall provide Owner with keys, card keys, access codes or such other access equipment as necessary to provide such twenty-four (24) hour per day access. Notwithstanding any provision of this Agreement to the contrary, no portion of the Road Easement Area and/or Landscaping License Area may be used by CCRI or any of its lessees, assigns, agents, guests, invitees, employees and/or contractors for pedestrian and/or vehicular access (except for the rights of use related to construction as granted in this Agreement) unless and until the Parking Facility has been completed and Owner has full use of the Parking Rights, unless adequate parking facilities acceptable to Owner, in its reasonable discretion, within the Additional Parking Areas (as hereinafter defined), are provided by CCRI to Owner during the period of completion of initial construction of the Private Road (which period shall not exceed sixteen (16) months).

"Additional Parking Areas" shall include any parking areas or structures located in any city block that borders any part of the public streets (100 South, South Temple, West Temple and State Streets) that surround the Project, which Project is located in Blocks 75 and 76 of Salt Lake City. In addition, the Road Easement Area and Landscape License Area may not be used by CCRI or any of its lessees, assigns, agents, guests, invitees, employees and/or contractors for pedestrian and/or vehicular access during any period (after the initial construction of the Private Road) in which Owner is prevented from using the Parking Rights, unless such interference with the Parking Rights is a result of a cause outside of the control of CCRI, such as force majeure, or in connection with necessary maintenance, repair, reconstruction and/or replacement of the Parking Facility or a material and relevant portion thereof, provided that, in such cases, (i) CCRI is using its best efforts to minimize the interference with Owner's use of the Parking Rights and to restore such use as soon as reasonably possible and (ii) CCRI provides Owner with not less than one (1) week's prior written notice with respect to such interference (unless the interference is a result of an emergency or force majeure event where such notice is not possible) and provides Owner with other parking facilities, acceptable to Owner, in its reasonable discretion, within the Additional Parking Areas for use on a temporary basis until the Parking Rights are restored (the **"Substitute Parking"**). In either circumstance described in the preceding sentences (other than the permitted exceptions thereto, and then only in strict accordance with the permitted exceptions thereto) and only if CCRI has failed to provide Substitute Parking, Owner shall have the right to take any actions elected by Owner to restrict use or access of the Road Easement Area, Landscaping License Area, Road Improvements and/or Landscaping during any such period that the Parking Rights are unavailable to Owner.

CCRI shall make up to an additional twenty (20) ordinary passenger vehicle parking spaces available for Owner's use within the Parking Facility, if available, as determined in CCRI's sole discretion, or if not available in the Parking Facility, within parking structures (that comprise a part of the Additional Parking Areas) located on Block 74 (which is the block east of the block in which the Parking Facility is located) or Block 70 (which is the block south of the block in which the Parking Facility is located), at the applicable daily market rates for such spaces, from time to time as needed for use by Owner or its employees, agents or contractors (which parking rates shall only be payable for the periods of use thereof); such additional parking spaces (up to the maximum twenty (20) spaces) shall be made available to Owner for use within thirty (30) days after delivery of notice of the need for such spaces from Owner to CCRI. Such parking rights shall not be reserved, but shall be in common with other non-reserved users of the same parking structure. CCRI, with at least 30 days' notice to Owner, shall have the right to relocate such parking rights from time to time within the parking structures allowed by the preceding sentence. Owner's employees, agents or contractors using such additional parking spaces shall, at no cost, be entitled to have access to and from the Owner Property through the Service Elevator Easement Area granted pursuant to the Easement Agreement for purposes of pickup and/or drop off of deliveries and/or materials (or for pedestrian access to and from the Owner Property), but shall not park in such area (except for the limited period of time necessary for such pickup or drop-off of deliveries and/or materials) except in the Commercial Stalls (if Commercial Vehicles) or in the Employee Stalls. All vehicles accessing such area shall comply with the vehicle size and weight requirements set forth in this Agreement. CCRI shall provide Owner with the necessary access means (such as access cards, passes, codes, validation stickers or the like) as necessary to enable such access to and from the Owner Property through the Service Elevator Easement Area for purposes of pickup and/or drop off of deliveries and/or materials.

11. Expansion of Owner Building. The parties acknowledge that at some time during the term of this Agreement, Owner may desire to expand the building located on the Owner Property (the "**Owner Building**"), construct other improvements on the Owner Property or undertake alterations or additions to the improvements on the Owner Property within the Road Easement Area, the Landscaping License Area or some portion thereof. In the event that Owner elects to expand the Owner Building or construct other improvements on the Owner Property or otherwise undertake alterations or additions to the improvements on the Owner Property into some or all of the Road Easement Area and/or Landscaping License Area (an "**Expansion**"), Owner shall deliver written notice to CCRI not less than one (1) year before Owner intends to commence construction of the Expansion (the "**Owner Expansion Notice**"). The Owner Expansion Notice shall specify the date on which Owner expects to commence construction of the Expansion; not less than one hundred twenty (120) days prior to such date, Owner shall provide CCRI with a confirmation notice which will confirm whether construction of the Expansion will occur and will specify the date on which Owner intends to commence construction thereof (which will not be earlier than the date reflected in the Owner Expansion Notice, but may be later, if there are delays anticipated with respect to commencement of such construction) (the "**Notice to Proceed**"). After delivery of the Notice to Proceed, Owner shall notify CCRI when Owner is submitting its application for demolition, grading and/or building permits for the Expansion and when the first such permit has been issued to Owner (the "**Permit Date**"). Notwithstanding the delivery of an Owner Expansion Notice and/or the issuance of

permits for any Expansion, Owner may subsequently elect not to proceed with the contemplated Expansion and no provision hereof shall obligate Owner to undertake any Expansion, notwithstanding delivery of an Owner Expansion Notice and/or notice of the Permit Date. Within sixty (60) days of receipt of the Owner Expansion Notice, CCRI may elect, by written notice to Owner, in CCRI's sole discretion, to either (i) require Owner to construct the Expansion in the airspace not less than fifteen (15) feet above the Road Easement Area and Landscaping License Area, as applicable (the "Airspace"), but including construction of piers, columns and footings within portions of the Road Easement Area (which, to the extent reasonably possible without impairing the structural integrity of the Expansion, will be located within the Road Easement Area in a manner to minimize interference with the Road Improvements) and/or Landscaping License Area as necessary for the construction of the Expansion and including construction of sub-surface portions of the Expansion below the Road Easement Area and/or Landscaping, in which event CCRI shall be required to pay the difference in the design and construction costs actually incurred by Owner to construct the Expansion in the Airspace (including the costs associated with any piers, columns and footings installed within the Road Easement Area and/or Landscaping License Area and sub-surface construction and any and all design costs associated with determining the difference in design costs, including those that may be incurred to design the construction of the Expansion on the surface of the Road Easement Area and/or Landscape License Area as necessary to determine the baseline costs) rather than on the ground level surface of the Road Easement Area and/or Landscaping License Area; or (ii) terminate this Agreement and the Road Easement, Landscaping License and Parking Rights granted hereby. If CCRI elects to terminate this Agreement, the termination shall be effective as of the later of one (1) year after delivery of the Owner Expansion Notice and the Permit Date, and CCRI shall be permitted to use the Road Easement and Landscaping License until such termination. Notwithstanding any provision of this Agreement to the contrary, any construction of the Expansion within the Airspace (and any necessary sub-surface construction and/or piers, columns and footings construction) shall include such closures of the Private Road over the Road Easement Area as may be necessary or desirable for construction thereof and such re-routing of the Private Road as it exists over the Road Easement Area as reasonably necessary to accommodate the Expansion and CCRI shall cooperate with Owner as reasonably necessary with respect to such closures and re-routing. CCRI shall be entitled to use the Road Easement Area prior to commencement of such construction on and subject to the terms of this Agreement, unless this Agreement has otherwise terminated. Notwithstanding the foregoing, if the Expansion is only with respect to the Landscaping License Area, CCRI shall not have the right to require Owner to construct the Expansion in the Airspace and the Landscaping License, with respect to the portion of the Landscaping License Area impacted by the Expansion, shall terminate upon the first to occur of commencement of construction of Owner's work on the Expansion or such earlier termination of the Landscaping License pursuant to this Agreement. In the event that CCRI elects to require Owner to construct the Expansion in the Airspace, Owner, subject to CCRI's payment obligations set forth above, shall prepare plans and specifications for such Expansion, which plans and specifications shall be subject to CCRI's reasonable approval. In such circumstance, the parties shall enter into an agreement, acceptable to Owner and CCRI, both acting reasonably, setting forth the amount of CCRI's payment obligations with respect to such Expansion and CCRI shall either (a) advance the estimated cost thereof to Owner at least thirty (30) days prior to Owner's commencement of construction of the Expansion (with the obligation to remit the balance, if any, to Owner, at Owner's election, either

(i) over the course of construction or (ii) after completion of such Expansion) and/or (b) deliver, at least thirty (30) days prior to Owner's commencement of construction of the Expansion, to Owner such security as is then acceptable to Owner, in Owner's reasonable discretion, for CCRI's payment obligations hereunder (which, in any event, shall not be less than an amount equal to 125% of CCRI's payment obligations hereunder). If CCRI has delivered the payment described in subsection (a) of the preceding sentence, Owner will promptly notify CCRI if any delay is anticipated in the timing for commencement of construction of the Expansion and if such delay is, as reasonably determined by Owner, expected to result in delay of forty-five (45) or more days from the original anticipated date of commencement, Owner shall then return such funds to CCRI and CCRI shall remit such funds to Owner not less than thirty (30) days prior to the delayed commencement date of construction. If CCRI fails to timely deliver the payment or security required pursuant to the preceding sentence, Owner shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to CCRI, notwithstanding any provision of Section 14 to the contrary, unless CCRI, on or before the thirtieth (30th) day after delivery of such termination notice, delivers the payment or security required pursuant to the preceding sentence. Upon completion of an Expansion and payment in full to Owner of any and all costs and obligations of CCRI related thereto pursuant to this Section 11, if CCRI provided security for such payment, Owner shall promptly thereafter return such security to CCRI. CCRI shall cooperate with Owner with respect to any proposed Expansion and, subject to the terms hereof, shall not object to any proposed Expansion. Owner shall have the right to modify the scope of the Expansion and CCRI shall cooperate with Owner with respect thereto. CCRI's obligations pursuant to the preceding sentences shall include an obligation, subject to the terms of this Agreement, not to submit or make any written or oral objection to the proposed Expansion to any governmental entity with approval authority over the Expansion and to execute such documents as reasonably necessary reflecting CCRI's consent to such Expansion. If Owner has delivered a Notice to Proceed to CCRI, and the Permit Date has not occurred (the "Failure to Proceed") within one (1) year (the "Failure to Proceed Date") after the date specified in the Notice to Proceed as the commencement date for the Expansion, Owner shall promptly notify CCRI thereof, and whether or not Owner shall have so notified CCRI of the Failure to Proceed, Owner shall immediately return any cash or security delivered by CCRI to Owner. If CCRI had, prior to the Failure to Proceed Date, incurred any design costs for such Expansion and/or any modifications of the Private Road within the Road Easement Area (including design of any temporary replacement of the Private Road within the Road Easement for the construction period of the Expansion) or construction of a cul-de-sac on the CCRI Property as replacement of the portion of the Private Road within the Road Easement, CCRI shall notify Owner thereof within sixty (60) days from the Failure to Proceed Date, which notice from CCRI shall be accompanied by reasonably supporting detail of such costs, to the extent reasonably incurred; Owner shall reimburse CCRI for the costs reasonably incurred by CCRI with respect to such work within forty-five (45) days after receipt of such notice and supporting detail. If Owner fails to remit such payment to CCRI within such time period, such amount, until paid in full, shall accrue interest at the rate of eighteen percent (18%) per annum.

12. CCRI's Representations, Warranties, and Indemnification. In consideration of Owner's granting the Road Easement, CCRI represents, warrants and agrees as follows:

(a) Protection of Owner. CCRI shall comply with all of its obligations pursuant to this Agreement, including but not limited to this Section 12, and take all measures reasonably necessary to protect the Owner and Owner Property from injury to persons or property and/or damage arising out of any use of the Road Easement and/or Landscaping License Area.

(b) Restoration of Owner Property. CCRI shall immediately commence and thereafter diligently pursue to completion repair of any damage to the Owner Property and Owner's improvements located thereon (including, without limitation, any and all landscaping, fences, curbs, gutters, asphalt surfaces, buildings, structures, and any personal property, fixtures or improvements associated therewith) caused, directly or indirectly, by CCRI, or its lessees, assigns, agents, employees or contractors, and shall restore the Owner Property and Owner's improvements thereon (including, without limitation, any and all landscaping, fences, curbs, gutters, asphalt surfaces, buildings, structures, and any personal property, fixtures or improvements associated therewith) to the same as, or better condition than, they existed on the day prior to the damage.

(c) Compliance with Laws. CCRI shall perform its activities on the Road Easement Area and/or Landscaping License Area and shall cause its contractors to perform their activities on the Road Easement Area and/or Landscaping License Area in strict compliance with all applicable laws and regulations, including those related to Indian lands and all Environmental Laws (as hereinafter defined) and in a manner consistent with a first-class mixed use project of a type comparable to the Project. CCRI covenants not to, and covenants not to allow CCRI's employees, lessees, assigns, agents, contractors or invitees to, dump, spill, release, treat, store or deposit (either temporarily or permanently) any Hazardous Materials (as hereinafter defined) on, over or beneath the Owner Property. CCRI shall immediately notify Owner of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Owner Property; and (2) all claims made or threatened by any third party against CCRI, any of its contractors, or Owner or any part of the Owner Property relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Owner Property. "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste (including Hazardous Waste, as hereinafter defined), hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U.S.C. §§ 9601-9657; the Hazardous Material Transportation Act of 1975, 49 U.S.C. §§ 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. §§ 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. §§ 651, et seq.; or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws"). "Hazardous Waste" means hazardous waste as defined under the Resource Conservation Recovery Act of 1976, 42 U.S.C. §§ 6901-6987 or in any other Environmental Laws.

(d) Indemnification by CCRI. CCRI shall defend, indemnify, and hold harmless each of AT&T and QC, and each of its managers, members, contractors, directors, subsidiaries, parents, officers, shareholders, agents and employees (collectively, the "Indemnitees"), from and against any and all liens (including but not limited to mechanic's liens), encumbrances, expenses, causes of action, claims, losses, demands, judgments, and damages (including attorneys' fees and costs and including but not limited to (i) personal injury or property damage, (ii) damages to buildings, structures, improvements or alterations on the Owner Property, (iii) encumbrances, losses, demands, judgments, damages or expenses of any type or nature arising out of or related to any Hazardous Materials of any type or nature dumped, spilled, released, treated, stored or deposited on, over or beneath the Owner Property or any violation of Environmental Laws; and (iv) direct or indirect costs), which may hereafter arise out of or relate to, directly or indirectly, actions or omissions by CCRI, its lessees, assigns, agents, employees, contractors, subcontractors and invitees at any time in connection with the Road Easement, the Landscaping License, the design or construction of the Road Improvements and the Landscaping, and/or the use, operation, maintenance, repair, replacement, or reconstruction of the Road Improvements during the term of the Road Easement and the Landscaping during the term of the Landscaping License, except to the extent caused by the negligence or willful misconduct of the Indemnitees. CCRI shall pay or cause to be paid all costs and charges for construction, operation and maintenance of the Road Improvements and Landscaping. If any lien, at any time, is filed against the Owner Property arising out of or related to CCRI's activities pursuant to this Agreement, CCRI shall cause such lien to be discharged of record within thirty (30) days after receiving written notice of the filing of such lien (which discharge may be accomplished by bonding over such lien, provided that the bond provided by CCRI satisfies all applicable requirements to cause the lien to be released of record from the Owner Property, including but not limited to those set forth in Utah Code Section 38-1-28). If any judgment of any type or nature is entered at any time against the Owner Property arising out of or related to, directly or indirectly, in any manner, the Road Easement, the Landscaping License or this Agreement, including but not limited to the Road Improvements and Landscaping, that is not the result of actions by Owner or its agents, CCRI shall immediately pay and satisfy the same. Any part of the foregoing to the contrary notwithstanding, CCRI shall in no way be responsible or liable for the actions or omissions of, including, without limitation, the filing of liens by third parties with respect to any work on the Owner Property at the direction of Owner or its agents.

(e) Insurance. CCRI shall obtain, keep in force, and maintain, or cause its contractors to obtain, keep in force, and maintain, at no cost to Owner, the insurance policies described below. All policies required hereunder shall (i) name Owner and such other parties as Owner will require to be named as an additional insured (ISO form CG 20 10 07 04) or loss payee, as appropriate, (ii) contain a waiver of subrogation provision, pursuant to which the insurer waives all expressed and implied rights of subrogation against the named insured and each additional insured and the respective affiliates of each, (iii) provide that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance maintained by Owner, and (iv) not be cancelled, lapsed or materially reduced, except where the insurer(s) have provided Owner at least thirty (30) days advance written notice thereof. Further, such policies shall all be written by insurance companies licensed to do business in the State of Utah and will have general ratings of at least "A-" and a financial rating of at least "VII" or greater in the most current Best's Insurance reports available on the date that the party obtains or renews the

insurance policy (or, if such report is no longer published, comparable financial quality of insurance company). Any insurance to be provided hereunder may be effected by a policy or policies of blanket insurance covering additional items or locations or insureds. All insurance policies maintained pursuant to this Section 12(e) shall be maintained in full force and effect, as applicable, throughout the duration of this Agreement. Notwithstanding anything herein to the contrary, CCRI shall be entitled to satisfy its obligations hereunder pursuant to an existing program of self-insurance carried on by entities affiliated and controlled by The Church of Jesus Christ of Latter-day Saints, so long as (i) CCRI is a direct affiliate of The Church of Jesus Christ of Latter-day Saints (which is an unincorporated association) and (ii) CCRI has a net worth of at least \$100,000,000.00. If CCRI elects to utilize self-insurance pursuant to the preceding sentence, such self-insurance shall be maintained by CCRI in a prudent manner consistent with industry standards adopted by other entities for similar self-insurance, including maintaining appropriate reserves. CCRI shall, prior to undertaking any self-insurance other than self-insurance for workers' compensation insurance, provide Owner with evidence satisfactory to Owner, acting reasonably, of satisfaction of the requirements set forth herein for such self-insurance.

(i) General Insurance Requirements. Throughout the term of this Agreement, CCRI shall obtain, keep in force and maintain and cause each of its contractors using the Road Easement Area and/or Landscaping License Area or maintaining any portion of the Road Improvements and Landscaping to obtain, keep in force and maintain, at no cost to Owner, a commercial general liability insurance policy including premises/operations, completed operations, collapse and underground and contractual liability with a combined single limit covering bodily injury, personal injury and property damage and liability insurance (which insurance shall be primary and non-contributing) insuring CCRI and Owner against all liability arising out of this Agreement (including CCRI's contractual indemnity obligations hereunder) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and automobile liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles, with the exception that Owner acknowledges that CCRI's automobile liability insurance does not extend to non-owned vehicles. In addition, CCRI shall maintain and cause its contractors constructing any portion of the Road Improvements and Landscaping to maintain workers' compensation insurance with statutory limits as required in the state in which the Owner Property is located and Employer's Liability or "Stop Gap" insurance with limits of not less than \$500,000 each accident, \$500,000 each disease and \$500,000 per occurrence.

(ii) Construction Period. In addition to the insurance policies required pursuant to Section 12(e)(i) above, during any period of construction on the Road Improvements and/or Landscaping, CCRI shall obtain, keep in force and maintain and/or cause each of its contractors constructing any portion of the Road Improvements and/or Landscaping to obtain, keep in force and maintain, at no cost to Owner, an umbrella/excess liability policy with a \$25,000,000 limit of liability per occurrence and in the aggregate. CCRI and its contractors constructing any of the Road Improvements and/or Landscaping shall provide Owner with certificates of insurance evidencing all such required coverages set forth in this Section 12(e) not less than ten (10) Business Days prior to commencement of any activities in the Road Easement Area and/or Landscaping License Area, along with a certification from CCRI, executed and acknowledged by CCRI's President or Chief Executive Officer, that only the contractors listed in

such certification will be performing any activities in the Road Easement Area and/or Landscaping License Area or constructing any of the Road Improvements and/or Landscaping, and that all of the contractors listed in such certification have obtained and are carrying, in full force and effect, all of the insurance coverages required hereby (the "Contractor Certification"). CCRI shall immediately deliver a new Contractor Certification to Owner upon any change or addition to the list of contractors performing activities in the Road Easement Area and/or Landscaping License Area or constructing any portion of the Road Improvements and/or Landscaping. CCRI shall further immediately notify Owner of any cancellation, modification, lapse, material reduction, or other change in any of the insurance policies maintained by CCRI or any of its contractors. CCRI and its contractors constructing any of the Road Improvements and/or Landscaping shall provide, before the expiration of any certificates of coverage, up-to-date certificates of such coverage and subsequent renewals or replacement thereof evidencing the above described insurance.

Upon receipt of any certificates of insurance in accordance with this Section 12(e), if Owner determines, in Owner's reasonable judgment, that the requirements of this Section 12(e) are not being satisfied, Owner shall notify CCRI of any deficiency and CCRI thereafter shall expeditiously resolve Owner's concerns, all in compliance with this Section 12(e). Owner's review and approval of the insurance coverages required pursuant to this Section 12(e) above are strictly for Owner's benefit. Owner makes no representation of any type or nature that the limits of liability specified to be carried by CCRI and its contractors pursuant to this Section 12(e) are adequate to protect CCRI and its contractors. The insurance provisions set forth in this Section 12(e) are the minimum amounts and scopes of coverage to be maintained by CCRI and its contractors and are not to be construed in any way as a limitation of CCRI's liability under this Agreement and do not, in any manner, limit or cap CCRI's liability pursuant to this Agreement.

13. Owner Representations, Warranties, and Indemnification. In consideration of CCRI granting the Parking Rights, Owner, and each entity comprising Owner, represents, warrants and agrees as follows:

(a) Protection of CCRI. QC or AT&T shall each comply with all of their respective obligations pursuant to this Agreement, and take all measures reasonably necessary to protect CCRI and the CCRI Property from injury to persons or property and/or damage arising out of any use of the Parking Rights.

(b) Restoration of CCRI Property. QC or AT&T, as applicable, shall immediately commence and thereafter diligently pursue to completion repair of any damage to the Road Improvements, Landscaping, the Fence or the CCRI Property, and CCRI's improvements located thereon (including, without limitation, the Parking Facility), caused by QC or AT&T, as applicable, or their respective lessees, agents, employees or contractors in connection with the exercise of the Parking Rights, and shall restore the Road Improvements, Landscaping, the Fence or the CCRI Property and CCRI's improvements thereon, as the case may be, to the same as, or better condition than, they existed prior thereto.

(c) Compliance with Laws. Each of QC and AT&T shall use the Parking Rights, and shall cause its respective employees, agents and contractors to use the Parking Facility in strict compliance with all applicable laws and regulations, including those related to Indian lands and all Environmental Laws (as hereinafter defined), and the reasonable parking rules and regulations adopted from time to time by CCRI applicable to the Parking Facility (provided that, to the extent of any inconsistency between the terms of this Agreement and such rules and regulations, this Agreement shall control). Each of QC and AT&T covenants not to, and covenants not to allow their respective employees, lessees, agents or contractors to, dump, spill, release, treat, store or deposit (either temporarily or permanently) any Hazardous Materials (as hereinafter defined) on, over or beneath the CCRI Property, including the Parking Facility. Each of QC and AT&T shall immediately notify CCRI of (1) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting the Parking Facility arising out of the actions of QC or AT&T, as applicable, or their respective employees, agents or contractors; and (2) all claims made or threatened by any third party against QC or AT&T, as applicable, any of their respective contractors, or CCRI or any part of the Parking Facility relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Parking Facility arising out of the actions of QC or AT&T as applicable, or their respective employees, agents or contractors. QC shall not be responsible for AT&T's violation of the requirements hereof (or the violation by any AT&T employees, agents or contractors) hereunder and AT&T shall not be responsible for QC's violation of the requirements hereof (or the violation by any QC employees, agents or contractors).

(d) Indemnification by Owner. Each of QC and AT&T shall defend, indemnify, and hold harmless CCRI and any entity controlling, controlled by or under common control with CCRI ("Affiliates"), and their Affiliates' managers, members, contractors, directors, subsidiaries, parents, officers, shareholders, lessees, assigns, agents and employees (collectively, the "CCRI Indemnitees"), from and against any and all liens (including but not limited to mechanic's liens), encumbrances, expenses, causes of action, claims, losses, demands, judgments, and damages (including attorneys' fees and costs and including but not limited to (i) personal injury or property damage, (ii) damages to buildings, structures, improvements or alterations on the Road Easement Area, the Landscaping License Area, or the CCRI Property, including without limitation the Parking Facility, (iii) encumbrances, losses, demands, judgments, damages or expenses of any type or nature arising out of or related to any Hazardous Materials of any type or nature dumped, spilled, released, treated, stored or deposited on, over or beneath the Road Easement Area, the Landscaping Easement Area, or the CCRI Property, including without limitation the Parking Facility, and (iv) direct or indirect costs), which may hereafter arise out of or relate to, directly or indirectly, actions or omissions by QC or AT&T, respectively, and their respective lessees, assigns, agents, employees, contractors, subcontractors and invitees at any time in connection with the exercise of the Parking Rights during the term of this Agreement, except to the extent caused by the negligence or willful misconduct of CCRI or the CCRI Indemnitees. If any lien, at any time, is filed

against the CCRI Property, including without limitation the Parking Facility, arising out of or related to actions by QC or AT&T, respectively or their respective agents in the exercise of the Parking Rights, QC or AT&T, as applicable, shall cause such lien to be discharged of record as soon as commercially practical after receiving written notice of the filing of such lien (which discharge may be accomplished by bonding over such lien, provided that the bond provided by QC or AT&T, as applicable satisfies all applicable requirements to cause the lien to be released of record from the CCRI Property, including but not limited to those set forth in Utah Code Section 38-1-28). If any judgment of any type or nature is entered at any time against the CCRI Property, including without limitation the Parking Facility, arising out of or related to, directly or indirectly, in any manner, the actions or activities of QC or AT&T, respectively or their respective agents in the exercise of the Parking Rights, and not as a result of actions by CCRI or its agents, QC or AT&T, as applicable, shall immediately pay and satisfy the same. Any part of the foregoing to the contrary notwithstanding, Owner shall in no way be responsible or liable for the actions or omissions of, including, without limitation, the filing of liens by third parties with respect to any work on the Road Easement Area, the Landscaping Easement Area, or the CCRI Property, including without limitation the Parking Facility, at the direction of CCRI or its agents. The parties agree that this indemnification provision shall not pertain to, and CCRI and the CCRI Indemnities hereby expressly release and waive any claim against QC and AT&T for, consequential damages (of any type or nature), third party claims, and lost profits, arising out of or relating to actions or omissions by QC or AT&T, respectively, their respective lessees, assigns, agents, employees, contractors, subcontractors and invitees, at any time in connection with the Road Easement, the Landscaping License, Parking Facility, Parking Rights, including but not limited to any breach of this Agreement by QC or AT&T, respectively. QC shall not be responsible for AT&T's indemnification obligations hereunder and AT&T shall not be responsible for QC's indemnification obligations hereunder.

(e) Insurance. QC and AT&T shall each obtain, keep in force, and maintain, or cause their respective contractors to obtain, keep in force, and maintain, at no cost to CCRI, the insurance policies described below. All policies required hereunder shall (i) name CCRI and such other parties as CCRI will require to be named as an additional insured (ISO form CG 20 10 07 04), (ii) contain a waiver of subrogation provision, pursuant to which the insurer waives all expressed and implied rights of subrogation against the named insured and each additional insured and the respective affiliates of each, (iii) provide that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance maintained by CCRI, and (iv) not be cancelled, lapsed or materially reduced, except where the insurer(s) have provided CCRI at least thirty (30) days advance written notice thereof. Further, such policies shall all be written by insurance companies licensed to do business in the State of Utah and will have general ratings of at least "A-" and a financial rating of at least "VII" or greater in the most current Best's Insurance reports available on the date that the party obtains or renews the insurance policy (or, if such report is no longer published, comparable financial quality of insurance company). Any insurance to be provided hereunder may be effected by a policy or policies of blanket insurance covering additional items or locations or insureds. All insurance policies maintained pursuant to this Section 13(e) shall be maintained in

full force and effect, as applicable, throughout the duration of this Agreement. Throughout the term of this Agreement, QC and AT&T shall each obtain, keep in force and maintain, at no cost to CCRI, a commercial general liability insurance policy including premises/operations, completed operations, collapse and underground and contractual liability with a combined single limit covering bodily injury, personal injury and property damage and liability insurance (which insurance shall be primary and non-contributing) insuring CCRI and each such party against all liability arising out of such party's use of the Parking Rights and the Parking Facility (including such party's contractual indemnity obligations hereunder) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and automobile liability insurance with minimum limits of \$1,000,000 combined single limit per accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles. Upon receipt of any certificates of insurance in accordance with this Section 13(e), if CCRI determines, in CCRI's reasonable judgment, that the requirements of this Section 13(e) are not being satisfied, CCRI shall notify Owner of any deficiency and Owner thereafter shall expeditiously resolve CCRI's concerns, all in compliance with this Section 13(e). CCRI's review and approval of the insurance coverages required pursuant by this Section 13(e) above are strictly for CCRI's benefit. CCRI makes no representation of any type or nature that the limits of liability specified to be carried by QC and AT&T pursuant to this Section 13(e) are adequate to protect QC or AT&T. The insurance provisions set forth in this Section 13(e) are the minimum amounts and scopes of coverage to be maintained by QC and AT&T and are not to be construed in any way as a limitation of their respective liability under this Agreement and do not, in any manner, limit or cap their respective liability pursuant to this Agreement. Notwithstanding anything herein to the contrary, both QC and AT&T shall be entitled to satisfy their respective obligations hereunder by self-insurance provided that each such company, if electing to so self-insure, has a net worth of at least \$100,000,000.00. So long as QC and/or AT&T provide financial reporting to the Securities and Exchange Commission, and such financial reporting is publicly available, neither party shall be obligated to provide financial information to CCRI but, if at any time in the future they are not so publicly reported, QC and/or AT&T shall, upon request from CCRI, provide CCRI with evidence satisfactory to CCRI, acting reasonably, that QC or AT&T, as applicable, satisfy the requirements set forth herein for such self-insurance, if such party or parties are self-insuring for their insurance obligations hereunder.

14. Termination; Defaults; Effect of Termination. Notwithstanding any provision of this Agreement to the contrary, CCRI shall have the right to terminate this Agreement, and thereby terminate the Road Easement, the Landscaping License and the Parking Rights granted herein at any time and for any reason, upon one (1) year's prior written notice to Owner. Except as otherwise hereinafter provided, Owner shall have the right to terminate this Agreement only (i) pursuant to Section 6 (with respect to the Landscaping License Area only), or (ii) pursuant to Section 11. Owner shall not have the right to terminate this Agreement in the event of a material, uncured default by CCRI of any of CCRI's obligations pursuant to this Agreement, including but not limited to CCRI's obligations to provide the Parking Rights to Owner at all times during the term of this Agreement, but Owner shall be entitled to all other rights or remedies available at law or equity. In the event of any default by CCRI of any obligation under

this Agreement, Owner shall have the right to deliver written notice of such default to CCRI, and upon receipt thereof, CCRI shall have thirty (30) days in which to remedy or cure such default, unless the default is not reasonably capable of being cured within such thirty (30) day period, in which case CCRI shall have such period of time as is reasonable to cure the default provided CCRI commences the cure within such thirty (30) day period and thereafter expeditiously pursues the cure to completion. If a default by CCRI is not timely cured in accordance with the preceding sentence, then Owner may thereafter pursue any remedy available at law or equity, except termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, if all or substantially all of the CCRI Property has been sold or transferred by CCRI to a party other than an entity owning, owned by or under common ownership with CCRI, and such successor owner of all or substantially all of the CCRI Property has defaulted on any obligation under this Agreement, Owner shall have the right to deliver written notice of such default to such successor in interest to CCRI, and upon receipt thereof, such party shall have thirty (30) days in which to remedy or cure such default, unless the default is not reasonably capable of being cured within such thirty (30) day period, in which case such party shall have such period of time as is reasonable to cure the default provided such party commences the cure within such thirty (30) day period and thereafter expeditiously pursues the cure to completion. If a default by such party is not timely cured in accordance with the preceding sentence, then Owner may thereafter terminate this Agreement, but only by giving written notice to such party of its intent to terminate this Agreement, and stating that the Agreement will be terminated on a specific date, which date shall be at least fifteen (15) days after the date of such party's receipt of the notice, unless such party fully cures the default during such remaining period of time. The termination of this Agreement pursuant to this Section 14 shall not release CCRI or Owner from any of their respective obligations pursuant to this Agreement which are intended to survive any termination of this Agreement, and all of CCRI's or Owner's obligations which are intended to survive any termination of this Agreement shall survive the termination of this Agreement.

15. Covenants Running with the Land: Assignment or Lease. This Agreement and all of the terms and conditions contained herein shall inure to the benefit of, and be binding upon the parties hereto and their respective successors and assigns, and shall be covenants running with the land. Notwithstanding the foregoing, CCRI shall not have the right to assign this Agreement or lease any portion of the CCRI Property to the extent such lease includes an assignment of or assumption by the lessee of the performance of any of CCRI's obligations pursuant to this Agreement (but leases which include the right to use the Road Easement and Landscaping Area Easement in connection with such leases but not any assignment of CCRI's performance obligations hereunder shall not be subject to Owner's consent) without Owner's prior written consent, which Owner may withhold in its reasonable discretion; provided however, that Owner hereby specifically consents to CCRI's assignment of this Agreement and/or lease of any portion of the CCRI Property subject to this Agreement, to (a) any entity that owns, is owned by or is under common ownership with CCRI, (b) City Creek Center Associates, LLC, a Delaware limited liability company ("CCA") or any successor in interest to CCA, provided such successor in interest has assets equal to or greater than CCA and adequate to perform the obligations of CCRI hereunder, (c) any lender of CCA that secures its financing to CCA by a security interest in CCA's rights under its lease of any portion of the CCRI Property (including the obligation to perform some or all of CCRI's obligations hereunder), to the extent such lender forecloses upon such security interest or accepts an assignment or deed in lieu of foreclosure of CCA's lease

rights, or (d) to such other entity responsible for the day to day operation and management of the Project. All references in this Agreement to CCRI shall, in addition to CCRI, mean and refer to and include any such assignee or lessee either (i) approved by Owner in Owner's reasonable discretion or (ii) permitted by the preceding sentence. No assignment, lease, or other transfer of CCRI's rights under this Agreement shall relieve CCRI of any of its obligations under this Agreement. In the event of any lease of any portion of the CCRI Property to CCA or any other entity responsible for the day to day operation and management of the Project as permitted above, any notice to CCRI provided for herein shall also be sent to such entity and its primary lender, provided that written notice of such parties and their respective notice addresses has been provided by CCRI to Owner.

16. No Waiver. A delay in enforcing or a failure to enforce any breach or violation of any restriction or right herein contained shall not be deemed to be a waiver or abandonment of any such restriction or right, or a waiver of the right to enforce any subsequent breach or violation of such restriction or right. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation.

17. Governing Law; Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

18. Notices. All notices given hereunder shall be given in writing and shall be deemed delivered when delivered by commercial courier, or by facsimile as of the date and time sent if sent by a facsimile machine that issues a confirmation report of transmittal, three (3) Business Days after being deposited in the US Mail, certified, postage prepaid, return receipt requested, or one (1) Business Day after timely delivery to an overnight courier service, at or to the following addresses, or such other addresses as either party shall designate in writing in accordance with these notice provisions:

If to Owner:

Qwest Corporation
1801 California Street, Suite 4600
Denver, Colorado 80202
Attn: Vice President of Real Estate
Telephone: (303) 965-2632
Facsimile: (303) 896-5116

and to

Davis Graham & Stubbs LLP
1550 17th Street, Suite 500

Denver, Colorado 80202
Attn: Catherine A. Hance, Esq.
Telephone: (303) 892-7375
Facsimile: (303) 893-1379

If to CCRI:

City Creek Reserve, Inc.
15 East South Temple, Suite 800
Salt Lake City, Utah 84150
Attn: Michael S. Marks
Telephone: (801) 240-7035
Facsimile: (801) 240-7446

and to

Kirton & McConkie
60 East South Temple, Suite 1800
Salt Lake City, Utah 84111
Attn: Robert C. Hyde, Esq.
Telephone: (801) 323-5915
Facsimile: (801) 321-4893

19. Time of Essence. Time is of the essence of the obligations and conditions provided in this Agreement.

20. Days; Business Days. If the date for any performance or other act permitted or required under this Agreement falls on a day which is a Saturday, Sunday, or bank holiday in Salt Lake City, Utah, the date for such performance or other act shall be the immediately following Business Day. As used herein, "Business Day" means every day except for Saturdays, Sundays, national holidays, and any other day on which the banks in Salt Lake City, Utah are not open for the regular transaction of business.

21. Further Assurances. In addition to the acts and deeds recited in this Agreement contemplated to be performed, executed, or delivered by CCRI, CCRI agrees to perform, execute, deliver, and cause to be performed, executed, or delivered all such further acts, deeds, and assurances as may be reasonably necessary or desirable by Owner to evidence CCRI's obligations pursuant to this Agreement. In addition to the acts and deeds recited in this Agreement contemplated to be performed, executed, or delivered by Owner, Owner agrees to perform, execute, deliver, and cause to be performed, executed, or delivered all such further acts, deeds, and assurances as may be reasonably necessary or desirable by CCRI to evidence Owner's obligations pursuant to this Agreement.

22. Disclaimer; Release of Liability. OWNER DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, OF ANY TYPE OR NATURE WITH RESPECT TO THE USE OF THE ROAD EASEMENT AREA AND/OR LANDSCAPING

LICENSE AREA FOR ANY PURPOSE, INCLUDING BUT NOT LIMITED TO WHETHER THE ROAD EASEMENT AREA IS ADEQUATE FOR THE USE OF THE PRIVATE ROAD AND THE LANDSCAPING LICENSE AREA IS ADEQUATE FOR THE USE OF THE LANDSCAPING, OR IF THE ROAD IMPROVEMENTS AND/OR LANDSCAPING IS CORRECTLY ENGINEERED OR DESIGNED, OR ANY OTHER MATTER RELATED TO THE TERMS OF THIS AGREEMENT, THE ROAD EASEMENT OR LANDSCAPING LICENSE. EXCEPT TO THE EXTENT REASONABLY NECESSARY TO ENABLE CCRI TO USE AND EXERCISE ITS RIGHTS GRANTED HEREUNDER, AND EXCEPT AS OTHERWISE SET FORTH HEREIN, OWNER SHALL BE UNDER NO OBLIGATION WHATSOEVER TO UNDERTAKE ANY ACTIONS OR PERFORM ANY ACTS WITH RESPECT TO THE ROAD EASEMENT, LANDSCAPING LICENSE OR THE ROAD EASEMENT AREA AND/OR LANDSCAPING, NOR SHALL OWNER BE RESTRICTED HEREBY FROM ANY ACTIVITIES OR OPERATIONS OF ANY TYPE OR NATURE ON THE OWNER PROPERTY. CCRI HEREBY ASSUMES ALL RISK AND LIABILITY RESULTING FROM THE USE OF THE ROAD EASEMENT AND LANDSCAPING LICENSE AND CONSTRUCTION OF THE ROAD IMPROVEMENTS AND LANDSCAPING PURSUANT TO THIS AGREEMENT. CCRI HAS NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY INFORMATION GIVEN TO CCRI BY OWNER AND MADE ITS DECISION TO ENTER INTO THIS AGREEMENT BASED UPON CCRI'S OWN DUE DILIGENCE AND INVESTIGATIONS. CCRI HEREBY REPRESENTS AND WARRANTS TO OWNER THAT IT HAS SUCH KNOWLEDGE AND EXPERIENCE IN REAL ESTATE TRANSACTIONS OF THIS TYPE TO EVALUATE THE MERITS AND RISKS OF THE TRANSACTIONS PROVIDED IN THE AGREEMENT AND IS FINANCIALLY ABLE TO BEAR ITS OBLIGATIONS UNDER THE AGREEMENT. CCRI PROPOSED THIS AGREEMENT TO OWNER AND ASSUMES ALL RISK OF LOSS ARISING OUT OF OR RELATED TO CCRI'S EXERCISE OF THE ROAD EASEMENT AND/OR LANDSCAPING LICENSE AND PERFORMANCE OF ITS OBLIGATIONS WITH RESPECT TO THE ROAD EASEMENT IMPROVEMENTS AND/OR LANDSCAPING PURSUANT TO THIS AGREEMENT. CCRI HEREBY WAIVES AND RELEASES OWNER AND ALL INDEMNITEES FROM ANY AND ALL CLAIMS, LOSSES, DEMANDS, JUDGMENTS, DAMAGES (INCLUDING CONSEQUENTIAL DAMAGES), COSTS, OR EXPENSES OF ANY TYPE OR NATURE, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS, INCLUDING THOSE FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING OUT OF OR RELATED TO, DIRECTLY OR INDIRECTLY, THE ROAD EASEMENT, THE LANDSCAPING LICENSE, USE OF THE ROAD EASEMENT AREA AND LANDSCAPING LICENSE AREA, DESIGN OR CONSTRUCTION OF THE PRIVATE ROAD AND LANDSCAPING, AND/OR ANY PROVISION OF THIS AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES.

23. Condemnation. Owner and CCRI each agree, as to each party's interest in the Road Easement Area and Landscaping License, to defend any condemnation action commenced against any portion of the Road Easement Area and/or the Landscaping Easement Area, with each party to bear its own costs.

24. Limitation on Remedies. Notwithstanding any provision of this Agreement to the contrary, to the extent that any right or remedy provided pursuant to this Agreement is duplicative of any right or remedy granted in the Easement Agreement, neither CCRI nor Owner shall be entitled to a duplicate recovery of damages pursuant to this Agreement and/or the Easement Agreement.

25. Entire Agreement. This Agreement embodies the entire agreement between CCRI and Owner and may be amended or supplemented only by an instrument in writing executed by both CCRI and Owner.

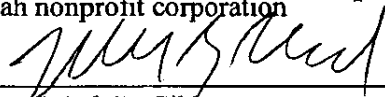
26. Counterparts. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of CCRI and Owner as provided in this Section, this Agreement shall be fully binding and effective just as if both of CCRI and Owner had executed and delivered a single counterpart of this Agreement, all of which together shall constitute but one and the same instrument.

[Signature Pages Follow]

**Signature Page
to
Easement Agreement**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

**CCRI: 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 7TH day of JUNE, 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 for said corporation.


Notary Public for Utah



**Signature Page
to
Easement Agreement**

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

QC: **QWEST CORPORATION,**
a Colorado corporation, formerly known as U S WEST Communications, Inc., a Colorado corporation, successor by merger to The Mountain States Telephone and Telegraph Company, a Colorado corporation

By: [Signature]

W/W

Name: John McGuire

Title: VP- Real Estate

STATE OF Colorado,
COUNTY OF Denver:SS

The foregoing document was duly acknowledged this 14th day of June, 2010 by John McGuire, as VP- Real Estate of **QWEST CORPORATION**, a Colorado corporation, formerly known as U S WEST Communications, Inc., a Colorado corporation, successor by merger to The Mountain States Telephone and Telegraph Company, a Colorado corporation.

[Signature]

Notary Public



EXHIBIT "A"
to
Easement and License Agreement
(Legal Description of CCRJ Property)

Real property located in Salt Lake County, Utah, more particularly described as follows:

Parcel 1: *Tax Parcel No. 16-06-101-016-0000*

Com SW Cor. Of Lot 1, Block 75, Plat "A", SLC Sur., S 89°59'10" W 74.495 ft., N 0°09'40", E 165 ft., S 89°59'10" W 161 ft., N 0°09'40" E 12 ft., S 89°59'10" W 1.1 ft., N 0°09'40" E 20.67 ft., S 89°59'10" W 92.90 ft., N 0°09'40", E 197.34 ft. M or L, S 89°59'10" W 2.1 ft. to a Pt 4.1 ft. W of W Line SD Block 75, N 0°09'40" E 159.89 ft., N 89°59'10" E 204.66 ft., N 105.11 ft. to N Line SD Block 75 ft., N 89°59'10" E 199 ft. M or L. S 0°09'40" W 165 ft to S Line Lot 6, Block 75, N 89°59'10" E 270.5 ft. to E Line SD Block 75, S 0°09'40" W 252 ft., S 89°59'10" W 175 ft., S 0°09'40" W 52 ft., W 5 ft., S 25 ft., W 125 ft., S 166 ft., W 25 ft. to beg. Excluding the following described parcel of land upon which the Deseret Book Building stands: Com 270.5 ft W fr N E Cor. of Lot 6, Block 75, Plat "A" SLC Sur., S 165.08 ft., W 28.33 ft., S 17.58 ft., W 58.17 ft., N 17.58 ft., W 41 ft., N 42.08 ft., N 45° E 41.01 ft., N 93.5 ft., E 98.5 ft., to beg. This excluded area is the land under the elevation descriptions carried in 1987 by Salt Lake County for Parcels 16-06-101-004-3001 to 3006.

LESS AND EXCEPTING from such Parcel 5 the following three (3) tracts:

Tract 1: All that volume of space which lies above an elevation of 4505.5 feet, as measured vertically above Salt Lake City Level Datum, formed by projecting vertically upwards the following boundaries:

Beginning South 0°10'30" West 19 feet from the Southeast Corner of Lot 7, Block 75, Plat "A", Salt Lake City Survey, and running thence West 206 feet, thence North 104 feet, thence East 206, more or less, to the East line of said Block, thence South 0°10'30" West 104 feet more or less to the point of beginning.

(The above description of Tract 1 includes Floors 7 through 27 of the Beneficial Life Tower.)

Tract 2: Any portion lying within the boundaries of The Mountain Bell S.L.C. Main Subdivision contained in Plat 84-1-1.

EXHIBIT "A"
to
Easement and License Agreement
(Legal Description of CCRI Property)

Tract 3: Beginning at a point that is 165.00 feet to the South and 164.64 feet to the West of the Northeast corner of Lot 6, Block 75, Plat "A", Big Field Survey; thence South 3.5 feet; thence West 29.20 feet; thence North 3.50 feet to the South Line of said Lot 6; thence East 29.20 feet along the South line of said Lot 6 to the Point of Beginning.

Parcel 2: *Tax Parcel No. 16-06-101-011-0000*

Commencing at a point 25.00 feet East of the Southwest Corner of Lot 1, Block 75, Plat "A", Salt Lake City Survey, and running thence North 166.00 feet; thence East 54.50 feet; thence South 166.00 feet; thence West 54.50 feet to the point of beginning.

Together with easement rights contained in that certain Agreement dated October 21, 1971 and recorded November 2, 1971 as Entry No. 2418808 in Book 3012 at Page 537 of Official Records.

EXHIBIT "B"
to
Easement and License Agreement
(Legal Description of Owner Property)

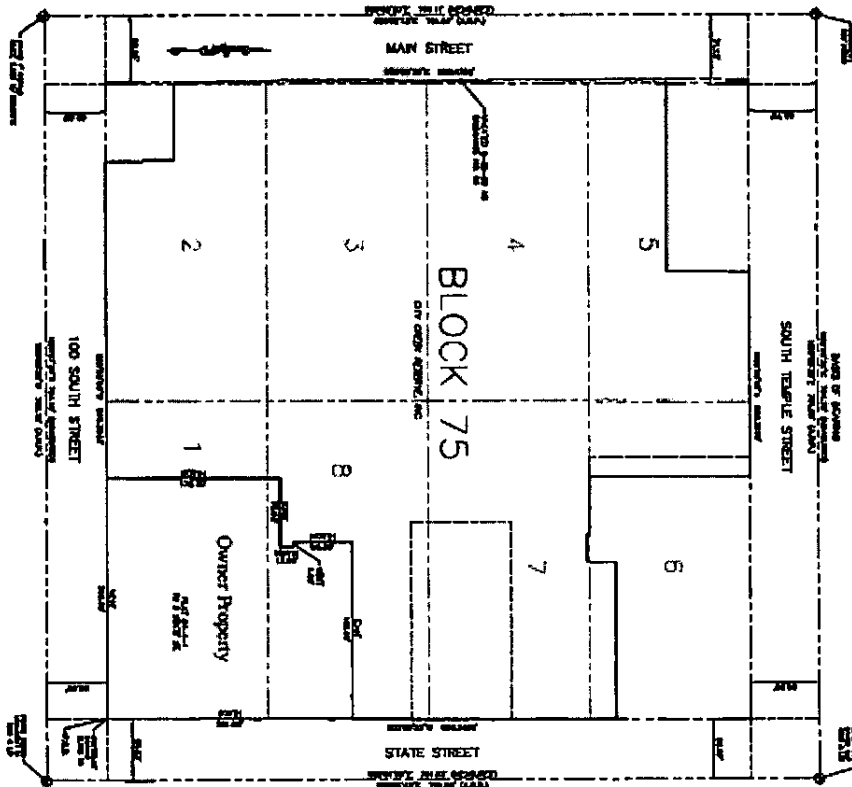


EXHIBIT "B"
10
Easement and License Agreement
(Legal Description of Owner Property)

Real property located in Salt Lake County, Utah,
more particularly described as follows:

**BEGINNING AT THE SOUTHEAST CORNER OF LOT 1,
BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY,
SECTION 8, 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 80.00 FEET; THENCE EAST 185.00 FEET;
THENCE SOUTH 251.00 FEET TO THE POINT OF
BEGINNING.**

For information purposes only, the above
described parcel comprises all or parts of the
following tax parcel numbers:

- 16-06-109-001-0000
- 16-06-109-002-0000
- 16-06-109-003-0000

EXHIBIT "B"
to
Easement and License Agreement
(Legal Description of Owner Property)

Real property located in Salt Lake County, Utah,
more particularly described as follows:

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.

For information purposes only, the above
described parcel comprises all or parts of the
following tax parcel numbers:

16-06-109-001-0000
16-06-109-002-0000
16-06-109-003-0000

EXHIBIT "C"
to
Easement and License Agreement
(General Description and Depiction of Road Easement Areas)

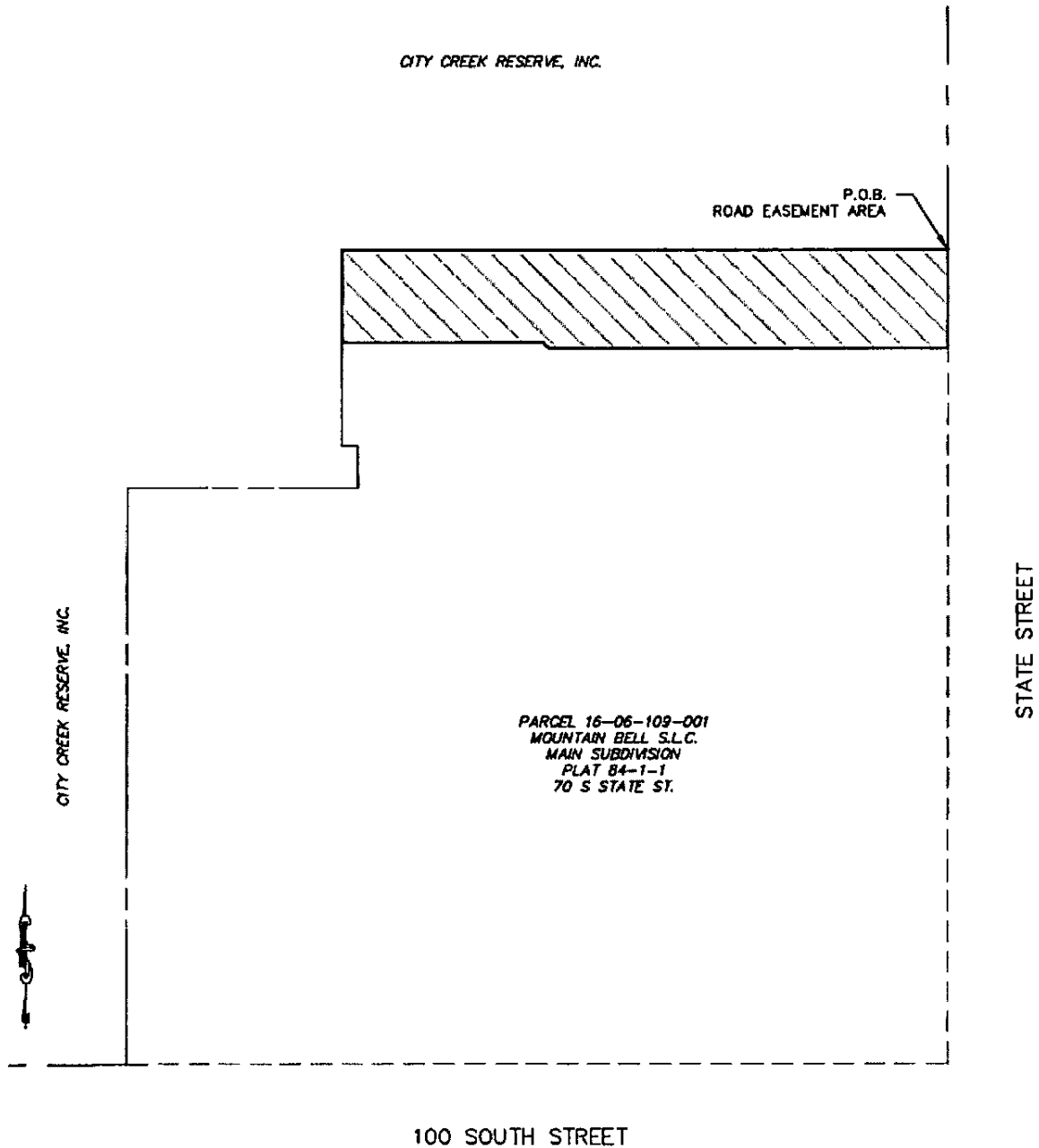


EXHIBIT "C"
to
Easement and License Agreement

(General Description and Depiction of Road Easement Areas)

ROAD EASEMENT AREA TO CCRI (4-16-10):

BEGINNING AT A POINT S00°09'53"W 409.17 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 4319.93, SAID POINT ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF STATE STREET AND RUNNING THENCE S00°09'53"W ALONG SAID WEST RIGHT OF WAY LINE 30.25 FEET TO ELEVATION 4318.60; THENCE WEST 121.75 FEET TO ELEVATION 4317.88; THENCE N33°42'48"W 0.71 FEET AT ELEVATION 4317.88; THENCE S55°55'42"W 0.50 FEET AT ELEVATION 4317.88; THENCE N33°59'50"W 1.96 FEET AT ELEVATION 4317.88; THENCE WEST 61.43 FEET TO ELEVATION 4317.28; THENCE N00°09'54"E 28.21 FEET TO ELEVATION 4317.37; THENCE N89°57'59"E 185.10 FEET TO THE POINT OF BEGINNING AND ELEVATION 4319.93.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4338.06.

CONTAINS 5,468.78 SQ. FT.

EXHIBIT "D"
to
Easement and License Agreement
(Description and Depiction of Landscaping License Area)

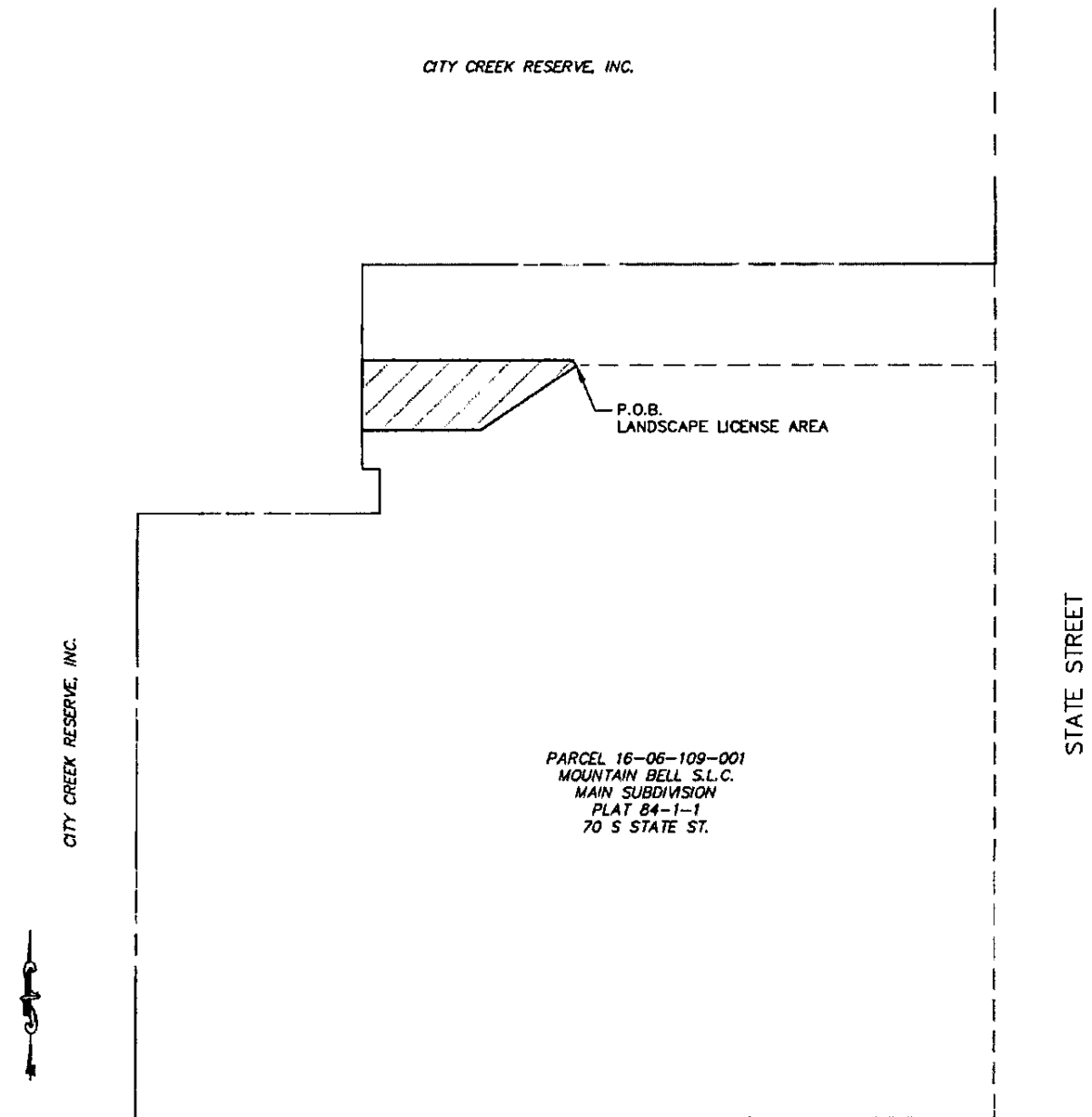


EXHIBIT "D"
to
Easement and License Agreement

(Description and Depiction of Landscaping License Area)

LANDSCAPE LICENSE AREA TO CCRI (4-16-10):

BEGINNING AT A POINT S00°09'53"W 439.11 FEET AND WEST 122.57 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 4317.78 AND RUNNING THENCE S55°55'42"W 33.87 FEET TO ELEVATION 4317.77; THENCE WEST 34.53 FEET TO ELEVATION 4317.20; THENCE N00°09'54"E 20.60 FEET TO ELEVATION 4317.28; THENCE EAST 61.43 FEET TO ELEVATION 4317.78; THENCE S33°59'50"E 1.96 FEET TO THE POINT OF BEGINNING AND ELEVATION 4317.78.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4338.06.

CONTAINS 1,021.81 SQ. FT.

EXHIBIT "E"
to
Easement and License Agreement

(Plans and Specifications and Owner Property Layout)

The following drawings (and applicable specifications) from Work Package 16, Instruction Bulletin #17 prepared by HOBBS+BLACK Architects (100 N. State St, Ann Arbor, MI) and dated February 5, 2010.

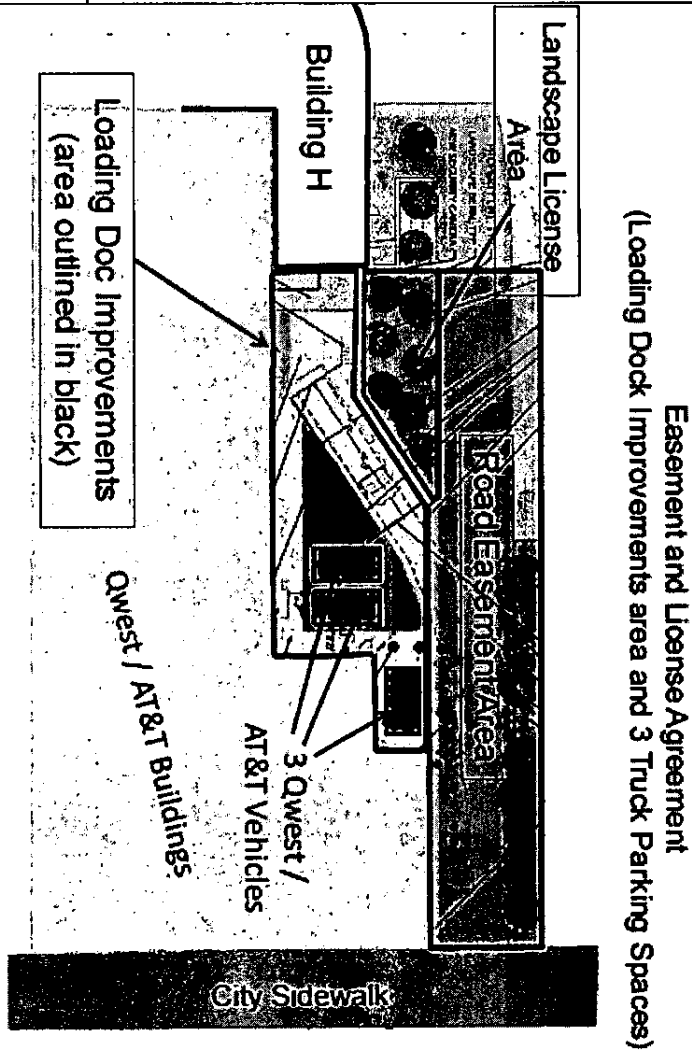
Drawing/Sheet Number Drawing Title

CD-01	LEVEL 1 - SECTOR AA - DEMOLITION PLAN
CS-01	LEVEL 1 - SECTOR AA - DEMOLITION PLAN
CG-01	LEVEL 1 - SECTOR AA - GRADING PLAN
CU-01	LEVEL 1 - SECTOR AA - UTILITY PLAN
CDT-01	LEVEL 1 - SECTOR AA - DETAILS 1
CDT-02	LEVEL 1 - SECTOR AA - DETAILS 2
CDT-03	LEVEL 1 - SECTOR AA - DETAILS 3
P-0.00	PLUMBING LEAD SHEET
P-0.04	PLUMBING EQUIPMENT SCHEDULES
P-1.P1 DD	BLOCK 75 - LEVEL P1 - SECTOR DD - PLUMBING PLAN
P-1.01 AA	BLOCK 75 - LEVEL 01 - SECTOR BB - PLUMBING PLAN
PD1.01 AA	BLOCK 75 - LEVEL 01 - SECTOR DD - PLUMBING DEMOLITION PLAN
P-2.1.2	BLOCK 75 - LEVEL 1 - ENLARGED PLUMBING PLANS
P-2.1.3	BLOCK 75 - LEVEL 1 - ENLARGED PLUMBING PLANS
P-4.02	PLUMBING DETAILS
E-F-2.01AA	FLOOR AND FAÇADE LIGHTING PLAN - LEVEL 01 - SECTOR AA
E-3.01AA	POWER PLAN - LEVEL 01 - SECTOR AA
E-3.01EE	POWER PLAN - LEVEL 01 - SECTOR EE
E-704-75	LIGHTING CONTROL SCHEMATICS AND UTILITY FIXTURE SCHEDULE
SE-1.01-75	CCTV PLAN - BLOCK 75 - LEVEL 01
SE-2.01-75	SECURITY PLAN - BLOCK 75 - LEVEL 01
L0.00	LANDSCAPE KEY MAP AND SHEET INDEX
L1.01	LANDSCAPE LAYOUT NOTES AND LEGEND
L1.01-W2	LANDSCAPE LAYOUT LEVEL 2 - SECTOR W
L1.01-Z	LANDSCAPE LAYOUT LEVEL 1 - SECTOR Z
L1.01-Z2	LANDSCAPE LAYOUT LEVEL 2 - SECTOR Z
L1.01-AA	LANDSCAPE LAYOUT LEVEL 1 - SECTOR AA
L1.03	LANDSCAPE LAYOUT ENLARGEMENT
L2.01-W2	GRADING LEVEL 2 - SECTOR W
L2.01-Z	GRADING LEVEL 1 - SECTOR Z
L2.01-Z2	GRADING - SECTOR Z - LEVEL 2
L2.01-AA	GRADING LEVEL 1 - SECTOR AA
L2.02-Z	SUBGRADE PLAN - SECTOR Z

EXHIBIT "E"
to
Easement and License Agreement

(Plans and Specifications and Owner Property Layout)

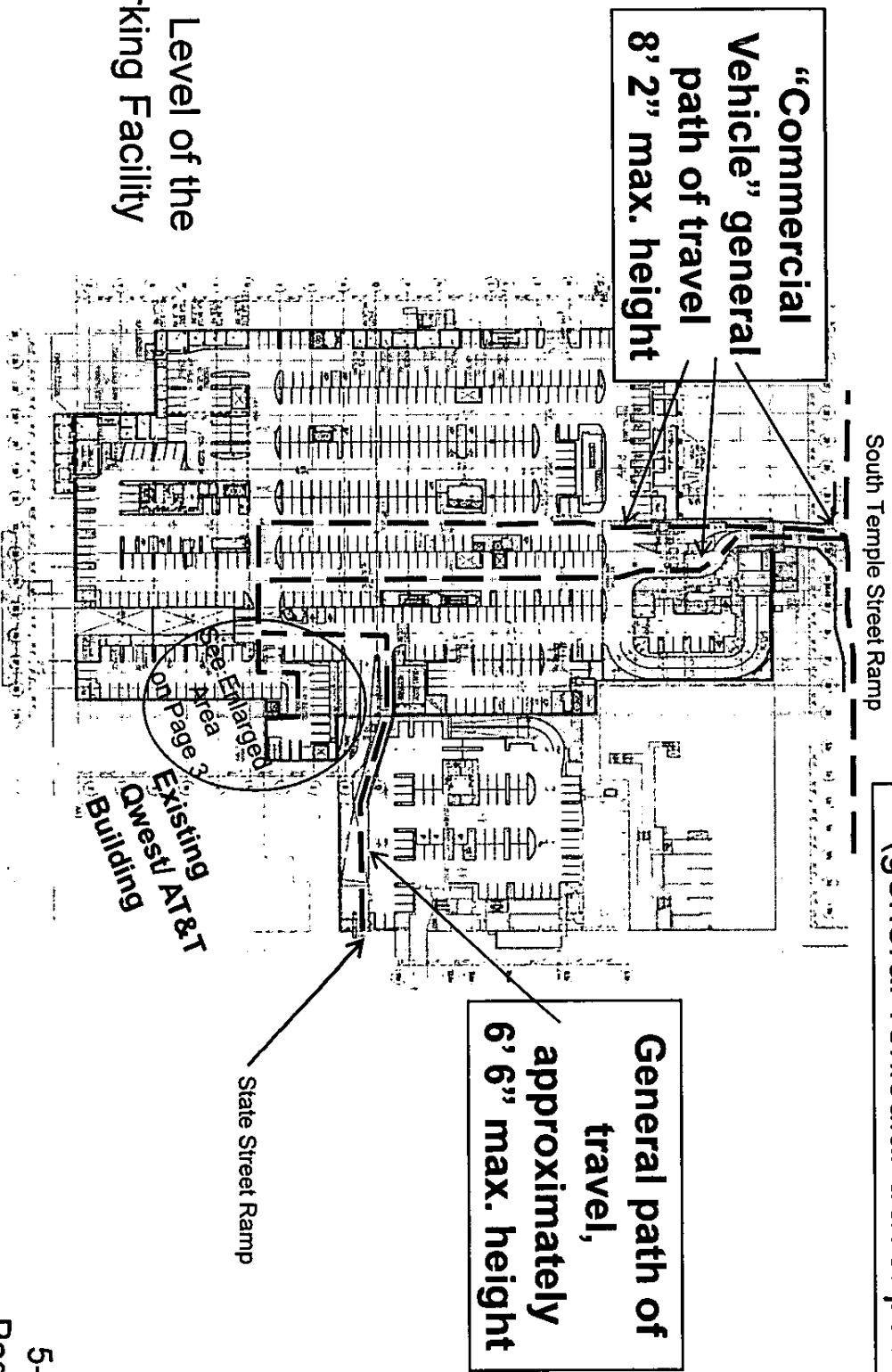
L2.02-AA	SUBGRADE PLAN - SECTOR AA
L2.05	SUBSLAB ENLARGEMENT PLAN
L2.07	CREEK BASIN ENLARGEMENT PLAN
L3.01-AA	IRRIGATION LEVEL 1 - SECTOR AA
L4.01	PLANTING NOTES AND LEGEND
L4.01-AA	PLANTING LEVEL 1 - SECTOR AA
L4.02	PLANTING DETAILS
L6.20	LANDSCAPE DETAILS



Pag

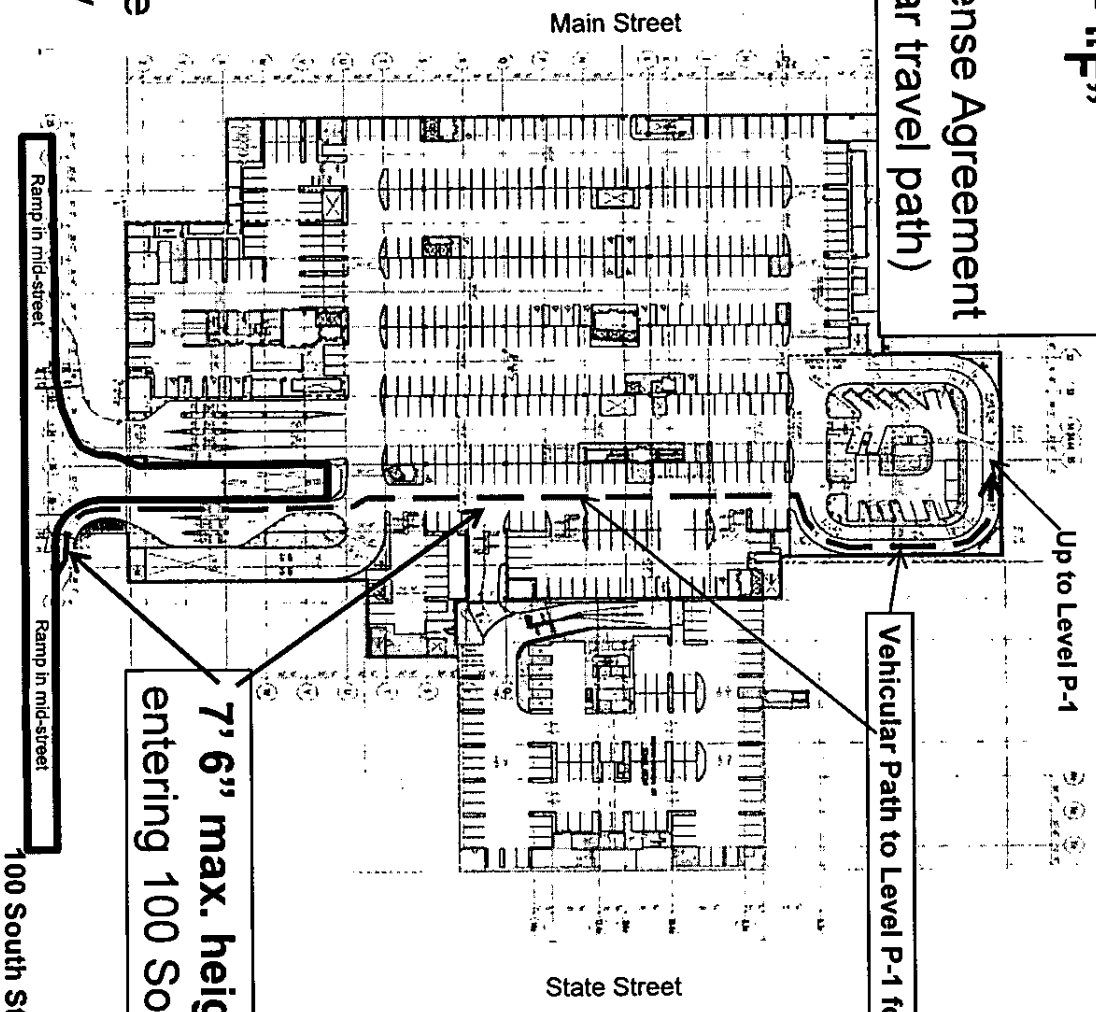
EXHIBIT "F"
to
Easement and License Agreement
(Depiction of Commercial Stalls and Employee Stalls)
[See Attached]

EXHIBIT "F"
to
Easement and License Agreement
(general vehicular travel path)



P-1 Level of the
Parking Facility

EXHIBIT "F"
to
Easement and License Agreement
(general vehicular travel path)



**P-2 Level of the
Parking Facility**

**7' 6" max. height for vehicles
entering 100 South Street ramp**

