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GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

DAVIS GRAHAM & STUBBS

1550 17TH ST STE 500

DENVER CO 80202

BY: ZJM, DEPUTY - MA 26 P.

(Space above for Recorder's use only)

EASEMENT AGREEMENT

(Easements for Air Intake System, Encroachment and Building Gap)

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 THIS EASEMENT AGREEMENT (this "Agreement") is entered into this 10th 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. In connection with development of the Project, CCRI will be altering existing and/or constructing new improvements on the CCRI Property adjacent to the property line between the CCRI Property and the Owner Property (the "CCRI Improvements") in the vicinity of existing duct work, louvers for heating and air conditioning systems and other air intake and exhaust related equipment located on the Owner Property and serving the improvements on the Owner Property (collectively, the "Owner Equipment"). Because of its immediate proximity to the property line between the Owner Property and the CCRI Property, the Owner Equipment draws air from, and expels air into, airspace that constitutes part of the CCRI Property.

E. The CCRI Improvements will encroach upon a small portion of the Owner Property and CCRI would like to install flashing between the CCRI Improvements and the building on the Owner Property.

F. The parties wish to enter into this Agreement for the purpose of establishing a specific, perpetual easement for an airway within and through a portion of the CCRI Property for the purposes described below, subject to the conditions set forth herein, and the limitations on CCRI's use of the CCRI Property in the easement area for the airway, which airway will allow air to be exhausted out and drawn into the Owner Property by the Owner Equipment.

G. The parties further wish to enter into this Agreement for the purpose of establishing such encroachment easement, to provide for the installation and maintenance of such flashing between the CCRI Improvements and the building on the Owner Property and to provide Owner with an easement for use of certain space between the Owner Property and CCRI Improvements on the CCRI Property.

GRANT OF EASEMENTS

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 Easements.

(a) Air Intake Easement. Subject to the terms of this Agreement, CCRI hereby grants to Owner a perpetual, non-exclusive easement within and through that portion of the airspace on the CCRI Property more particularly described and depicted on Exhibit C, attached hereto and incorporated herein by reference (the "Easement Area"), for the benefit of the Owner Property, and for the purpose, and only for the purpose, of allowing air flow, ventilation, exhaust, and air intake through the Easement Area, which air movement occurs by Owner operating, using, maintaining, repairing, altering, expanding, inspecting, and/or replacing the Owner Equipment on the Owner Property, and a perpetual, non-exclusive license on and through certain portions of the CCRI Property, as hereinafter described, for purposes of ingress and egress to the Easement Area (collectively, the "Easement"). Pursuant to this Agreement, and only in accordance with the terms of this Agreement, Owner, and Owner's successors, assigns, agents, employees, and contractors (each, an "Owner Representative") shall have the right to access the Easement Area through the main level of the CCRI Property through existing stairs, elevators, and hallways on the CCRI Property as may be reasonably necessary and which will be designated by CCRI from time to time (the "access"). Subject to the terms of this Agreement, Owner and the Owner Representatives shall have the right hereunder to enter upon the Easement Area for the purposes permitted by this Agreement twenty-four (24) hours per day, seven (7) days per week. CCRI, at CCRI's expense, shall establish and maintain during the existence of this Agreement an access system on the CCRI Property, for non-exclusive use by the Owner, which will allow use of the access provided above by Owner. In addition to the foregoing, Owner may install, maintain and operate in or on the Easement Area or the Owner Property, at Owner's sole cost and expense, any other or further security systems, including card readers, door alarms, motion sensors and a closed caption video surveillance system monitoring the access points to the Easement Area; provided that CCRI has first approved in writing any such security systems and the location and method of attachment of portions of the same, which approval will not be unreasonably

withheld or delayed. Owner shall be provided with any and all keys, access cards and other access devices necessary to enable Owner, and any Owner Representatives, to use the access provided hereby. In connection with its use of such access, Owner and the Owner Representatives, except in the case of an emergency, shall not enter the CCRI Property without an escort from CCRI, and shall comply with such reasonable security protocols as may be established by CCRI from time to time and shall, except in the case of an emergency, provide CCRI not less than twenty-four (24) hours prior written notice of such intended access and reasonably schedule with CCRI a time for such access. Notwithstanding the foregoing, if Owner has scheduled a non-emergency access with CCRI and CCRI's escort representative fails to appear at such scheduled time, or within a reasonable amount of time thereafter, Owner may proceed with such access without such escort. In the event of an emergency, Owner and the Owner Representatives shall provide such prior notice, if any, as reasonably possible, to CCRI prior to such access. If CCRI at any time fails to maintain and operate the access system to the access, or if at any time CCRI materially interferes with or bars Owner or any Owner Representative from use of the access (provided Owner and/or such Owner Representative, except in the case of emergency, has complied with the agreed-upon security protocols for access), or installs any improvements, structures or facilities in the Easement Area that interfere with Owner's use of the Easement Area as permitted hereunder, Owner shall have the right to exercise such reasonable self-help as it elects, as well as any and all other rights and remedies available at law or in equity to Owner, including specific performance and issuance of temporary restraining orders and/or other injunctive relief with respect to the Easement and access rights provided hereby. In the event of an emergency, Owner shall be entitled to undertake any and all actions deemed necessary or appropriate by Owner, acting reasonably, in gaining access to and use of the Easement Area. Notwithstanding anything herein to the contrary, the license on and through certain portions of the CCRI Property for access to the Easement Area shall only exist for so long as a building (either the one currently intended to be built or a future building) exists on the CCRI Property to provide such access, and nothing in the foregoing shall require a building or other structure or improvements be constructed or located on the CCRI Property so as to provide Owner with access to the Easement Area.

(b) Encroachment Easement. Subject to the terms of this Agreement, Owner hereby grants to CCRI an easement on, over, across, and through that portion of the Owner Property comprised of the one (1) foot wide and twenty (20) foot long area more particularly depicted on Exhibit D, attached hereto and incorporated herein by reference (the "Encroachment Area"), for the benefit of the CCRI Property for the purpose of constructing, installing, erecting, maintaining, repairing and/or removing the non-structural facade on the CCRI Improvements (the "Encroachment Easement"). Pursuant to this Agreement, and only in strict accordance with the terms of this Agreement, CCRI, and CCRI's agents, employees and contractors, shall have use of the Encroachment Easement and access rights over and across the Encroachment Area for the purposes set forth above. Upon removal of such facade from the CCRI Improvements and/or demolition of the CCRI Improvements, the Encroachment Easement shall terminate and CCRI shall have no further rights hereunder to use the Encroachment Area or Encroachment Easement. CCRI shall execute such documents as reasonably requested by Owner in connection with evidencing termination of the Encroachment Easement in the event thereof. CCRI shall maintain such facade in good

condition throughout the term of the Encroachment Easement, including in accordance with all applicable laws, rules and regulations. CCRI shall be solely responsible for the construction, maintenance, repair, and installation of the façade.

(c) Building Gap Easement. Subject to the terms of this Agreement, CCRI hereby grants to Owner an easement on, over, across, and through that portion of the CCRI Property more particularly depicted on Exhibit E, attached hereto and incorporated herein by reference (the "**Building Gap Area**"), for the benefit of the Owner Property for such uses and purposes permitted by law as Owner may elect in its discretion (the "**Building Gap Easement**"). Pursuant to this Agreement, and only in strict accordance with the terms of this Agreement, Owner, and Owner's lessees, assigns, agents, employees, contractors, guests, and invitees, shall have use of the Building Gap Area and Building Gap Easement for all purposes permitted hereby until such time as the CCRI Improvements have been demolished, in which event the Building Gap Easement shall terminate and Owner shall have no further rights hereunder to use the Building Gap Area or Building Gap Easement. Owner shall execute such documents as reasonably requested by CCRI in connection with evidencing termination of the Building Gap Easement in the event thereof.

2. Construction of Certain Improvements on CCRI Property. CCRI, at its cost, shall construct the improvements and structural elements within the CCRI Improvements that create the Easement Area. Except as otherwise provided in this Agreement, and except for the structural elements of the CCRI Improvements by which the airways are created that allow the Easement to exist and be used, no portion of the CCRI Improvements (or any future improvements of any type or nature to the CCRI Property) may be constructed, operated or maintained within the Easement Area and no portion of the Easement Area may be used at any time by CCRI, or any of its lessees, assigns, agents, guests, invitees, employees, and contractors, without the prior written approval of Owner, which approval may be granted or withheld in Owner's sole discretion. In addition, no portion of the CCRI Improvements may expel or vent exhaust (whether heated or not) or contaminants into the Easement Area. As part of constructing the CCRI Improvements, CCRI shall construct a physical barrier wall to the Easement Area, heat-resistant roofing materials in accordance with plans and specifications for such wall and roofing materials, and grates over the outside exhaust and intake areas, all as approved by Owner and in accordance with the plans and specifications therefor (the "**Plans and Specifications**"), which approval shall not be unreasonably withheld or delayed. No modification shall be made to the Plans and Specifications, other than immaterial deviations, without Owner's prior written consent, which consent shall not be unreasonably withheld or delayed. CCRI shall, with submittal of the Plans and Specifications, provide Owner with a bid for such work from CCRI's contractor. Upon approval of the Plans and Specifications, CCRI shall provide Owner with a revised bid for such work (reflecting any adjustments based upon the any revisions to the Plans and Specifications as approved by Owner). Within forty-five (45) days thereafter, Owner shall remit to CCRI payment for such work as reflected in such bid, not to exceed \$150,000.00. If Owner fails to remit such payment to CCRI, such amount, until paid in full, shall accrue interest at the rate of eighteen percent (18%) per annum. Notwithstanding any provision hereof to the contrary, construction of the CCRI Improvements shall be subject to reasonable coordination, scheduling and methods of procedure with Owner so as not to materially interfere with either CCRI's construction schedule for the CCRI Improvements or the Owner Equipment, and shall be performed in accordance with

protocols incorporated into the Plans and Specifications to restrict any dirt or other materials from impacting or interfering with the Owner Equipment. Any review and approval of the Plans and Specifications by Owner (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. In addition to the foregoing, no future modifications, repairs, improvements or alterations shall be made to the CCRI Property affecting the Easement Area, which materially alters the wall and/or roofing materials described in the Plans and Specifications and/or which is comprised of any maintenance, repair or construction of any type or nature which could interfere with or impact the Easement Area, without Owner's prior consent, which may be withheld in Owner's reasonable discretion and which consent may be conditioned by Owner on requirements to coordinate and schedule such activities with Owner to prevent any interference with or impact on the Owner Equipment. Furthermore, any such modifications, repairs, improvements or alterations to the CCRI Property shall be performed in accordance with protocols approved by Owner, acting reasonably, to restrict any dirt or other materials from impacting or interfering with the Owner Equipment. If any portion of the Owner Equipment is damaged in any manner in connection with the construction of the CCRI Improvements or any future improvements of any type to the CCRI Property, CCRI shall be responsible for any and all costs and expenses incurred by Owner in the repair thereof. The construction of the CCRI Improvements by CCRI so as to create the Easement Area for the Easement does not constitute any representation or warranty of any type or nature on the part of CCRI that the Plans and Specifications have been properly designed or engineered for purposes of meeting Owner's air flow, intake, exhaust and ventilation needs or requirements, nor does it constitute any assumption of liability of any type or nature by CCRI with respect thereto. In addition to the foregoing, CCRI shall have the right, at CCRI's sole expense, to install flashing (the "Flashing") between the CCRI Improvements and the building on the Owner Property, on and subject to the following terms and conditions: (i) such Flashing and all components thereof, and the materials used to fasten such Flashing to the building on the Owner Property, including any and all anchoring systems related thereto, shall be subject to Owner's written approval, not to be unreasonably withheld, prior to installation thereof; (ii) CCRI shall be responsible, at CCRI's sole expense, for any and all maintenance, repair and/or replacement of the Flashing (except as otherwise provided in Section 7 below); (iii) CCRI shall provide Owner with not less than ten (10) days prior written notice before commencement of any installation, maintenance, repair and/or replacement of the Flashing (which notice shall specify the dates on which such work will be performed); (iv) notwithstanding the terms of the preceding subsection (iii), in an emergency, CCRI shall provide Owner with such notice, if any, as reasonably possible, prior to commencement of any maintenance, repair and/or replacement of the Flashing; (v) any repair, replacement and/or maintenance of the Flashing which will result in any change in the components of the Flashing, including the materials used to fasten such Flashing to the building on the Owner Property, including any and all anchoring systems related thereto, shall be subject

to Owner's prior written approval, not to be unreasonably withheld, prior to such repair, replacement and/or maintenance; and (vi) upon demolition of the CCRI Improvements, CCRI, at CCRI's sole expense, shall promptly remove the Flashing and restore any damage to the building on the Owner Property resulting from the installation, operation, repair, replacement, maintenance or removal of the Flashing. If CCRI fails to maintain and/or repair the Flashing as required hereby, and such failure is not fully cured or rectified within thirty (30) days after receipt of written notice thereof from Owner, or if an emergency requires that Owner act without notice, then Owner shall have the right, but not the obligation, to perform such maintenance and/or repair 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 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.

3. Maintenance of Improvements in Easement Area. CCRI, at its sole cost and expense, shall maintain and repair (including any and all maintenance and repair necessary to cause such improvements to conform with the Plans and Specifications) the Easement Area and all improvements located in the Easement Area (the "Easement Area Improvements"), including without limitation any materials, drains, roofing, walls, grates, membranes, and structural support for the Easement Area, in good order and condition; provided however, that Owner shall be responsible for any and all costs and expenses incurred in repairing any damage to the CCRI Improvements or the Easement Area Improvements caused by Owner, its employees, agents and contractors, other than ordinary wear and tear resulting from the use of the Easement. CCRI shall have no obligation to maintain the Owner Equipment or any security or video monitoring equipment located in the Easement Area by Owner, the maintenance of which will be the sole responsibility of Owner. After the initial construction of the Easement Area Improvements by CCRI in accordance with the terms of this Agreement, Owner shall not make any modifications thereto without the prior approval of CCRI, which CCRI may withhold in its sole discretion unless such modifications benefit the performance and use of the Easement, in which case approval shall not be unreasonably withheld (unless such modifications are visible outside of the CCRI building, in which case CCRI may withhold its approval in CCRI's sole discretion), provided that CCRI may condition such approval upon payment of the costs of any such modifications by Owner. In addition, if such modification will result in an increase in the cost of maintenance of the Easement Area, Owner shall be obligated to reimburse CCRI for such incremental increased cost of maintenance of the Easement Area resulting from such modification as a condition of installation thereof. If CCRI fails to maintain and/or repair the Easement Area and the Easement Area Improvements as required hereby, and such failure is not fully cured or rectified within thirty (30) days after receipt of written notice thereof from Owner, or if an emergency requires that Owner act without notice, then Owner shall have the right, but not the obligation, to perform such maintenance and/or repair 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 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. Owner shall

have the right, with at least one (1) week's prior notice to CCRI, to inspect the Easement Area to insure that proper maintenance is occurring, provided that unless a specific concern or emergency requires otherwise, Owner shall not request an inspection more often than once every six (6) months.

4. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement or the Easement Area or the Encroachment Easement or Encroachment Area, or any rights related to the installation, maintenance, repair or replacement of the Flashing, to the general public or for the general public or for any public purposes whatsoever.

5. Indemnification by CCRI. CCRI shall defend, indemnify, and hold harmless each of AT&T and QC, and each of their respective managers, members, contractors, directors, subsidiaries, parents, officers, shareholders, representatives, affiliates, contractors, 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 actual 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 Flashing, Easement, Easement Area, Encroachment Easement and/or Encroachment Area, including but not limited to any breach of this Agreement by CCRI; provided that this indemnification provision shall not pertain to, and Owner and Indemnitees hereby expressly release and waive any claim against CCRI for, consequential damages (of any type or nature), third party claims, and lost profits, arising out of or relating to actions or omissions by CCRI, its lessees, assigns, agents, employees, contractors, subcontractors and invitees, at any time in connection with the Flashing, Easement, Easement Area, Encroachment Easement and/or Encroachment Area, including but not limited to any breach of this Agreement by CCRI. 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, CCRI's activities with respect to and/or use of the Flashing, Easement, Easement Area, Encroachment Easement and/or Encroachment Area, 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.

6. CCRI's Representations, Warranties, and Insurance. In consideration of Owner's granting the Encroachment Easement and permitting installation, maintenance, repair or replacement of the Flashing, 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 6, 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 Encroachment Easement and/or installation, maintenance, repair or replacement of the Flashing.

(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 related to the Flashing, Easement Area and/or on the Encroachment Area and shall cause its contractors to perform their activities related to the Flashing, Easement Area and/or on the Encroachment 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) 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 6(d) 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 Encroachment Area and/or installing, maintaining, repairing and/or replacing the Flashing or any portion thereof 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.

7. Owner's Representations and Warranties. In consideration of CCRI granting the Easement, 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 Easement and/or Building Gap Easement. Except for incidental items, such as motion sensors, alarms, video monitoring equipment, and the like, the Easement Area shall only be used by Owner for air flow, ventilation, exhaust and intake.

(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 CCRI Property, and CCRI's improvements located thereon caused, directly or indirectly, by QC or AT&T, as applicable, or their respective lessees, assigns, agents, employees or contractors in connection with the use of the Easement, and shall restore the CCRI Property and CCRI's improvements thereon to the same as, or better condition than, they existed on the day prior to the occurrence of the damage.

(c) Compliance with Laws. Each of QC and AT&T shall use the Easement, and shall cause their respective employees, agents and contractors to use the Easement, in strict compliance with all applicable laws and regulations, including all Environmental Laws (as hereinafter defined). Each of QC and AT&T covenants not to, and covenants not to allow the respective 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 Easement Area or the CCRI Property. 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 any part of the Easement Area or the CCRI Property; and (2) all claims made or threatened by any third party against QC or AT&T, as applicable, or their respective contractors, or CCRI or any part of the Easement Area or the CCRI Property, relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any

Hazardous Materials on or about the Easement Area or the CCRI 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. 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) Insurance. Each of 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) 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 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 7(d) 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 such party against all liability arising out of such party's use of the Easement (including Owner's contractual indemnity obligations hereunder) in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon receipt of any certificates of insurance in accordance with this Section, if CCRI determines, in CCRI's reasonable judgment, that the requirements of this Section 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. CCRI's review and approval of the insurance coverages required pursuant by this Section 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 or AT&T pursuant to this Section are adequate to protect QC or AT&T. The insurance provisions set forth in this Section are the minimum amounts and scopes of coverage to be maintained by QC or 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.

(e) Indemnification. Each of QC and AT&T shall defend, indemnify, and hold harmless CCRI and its managers, members, contractors, directors, subsidiaries, parents, officers, shareholders, representatives, affiliates, agents and employees (collectively, the "CCRI Indemnitees"), from and against any and all expenses, causes of action, claims, losses, demands, judgments, and actual damages (including attorneys' fees and costs and including but not limited to (i) personal injury or property damage, (ii) damages to the CCRI Property, the CCRI Improvements and any other buildings, structures, improvements or alterations on the CCRI Property; and (iii) 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 Flashing, Encroachment Easement, Easement and Easement Area, including but not limited to any breach of this Agreement by QC or AT&T, respectively. 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 Easement and Easement Area, 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. QC or AT&T, as applicable, shall promptly repair any damage to any portion of the CCRI Property and/or CCRI Improvements caused by QC or AT&T (or their respective Owner Representatives), respectively, in connection with the exercise of the rights granted to Owner pursuant to this Agreement and shall restore the CCRI Property and/or the CCRI Improvements to a condition which is equal to or better than the condition in which the CCRI Property and/or CCRI Improvements existed immediately prior to the damage caused by QC or AT&T, as applicable, or any of the Owner Representatives for QC or AT&T, as applicable.

8. Demolition and Termination.

- (a) CCRI reserves the right to demolish any improvements constructed on the CCRI Property, including any CCRI Improvements and any improvements within and around the Easement Area, at any time. If CCRI elects to demolish such improvements, CCRI shall provide Owner with not less than six (6) months' prior written notice thereof (other than in the event of a casualty affecting the CCRI Property which causes the need for such demolition, in which case CCRI shall provide Owner with such prior notice as reasonably possible) and CCRI shall take reasonable actions to restrict any dirt, dust or other materials from impacting or interfering with the Owner Equipment, such as installing additional filters, using pre-filters, or the like. In addition, if new improvements are not constructed on the CCRI Property that reach the height of the Easement Area, then CCRI, at CCRI's sole cost and expense, shall replace the grate or covers over the air-handling opening in the north wall of the building on the Owner Property where the Easement Area is located, if the grate was removed when the CCRI Improvements were constructed, to substantially the same condition which existed prior to construction of the CCRI Improvements. If new improvements are constructed on the CCRI Property that reach the height of the Easement Area, then in such event CCRI, at CCRI's sole cost, shall design and pay the cost of constructing an air intake and exhaust airway that is equal to or greater than the functionality and capacity of the airway that existed on the day the improvements on the CCRI Property were demolished (the "Air Specs") and no portion of such improvements may expel or vent exhaust (whether heated or not) or contaminants into the Easement Area. However, CCRI shall have no obligation, in such situation, to design and construct such improvements in a manner which allows for handling of any greater capacity of air than the Air Specs. As part of and during any new construction, CCRI shall, at CCRI's expense, accommodate Owner's air intake and exhaust needs in the same manner as described in Section 2 of this Agreement for the construction now occurring on the CCRI Property on the date of this Agreement. Nothing in this Section 8(a) shall be construed in any way as restricting CCRI's right to demolish and construct any improvements CCRI may desire to demolish or construct on the CCRI Property at any time, provided such demolition and/or construction complies with the requirements of this Agreement.
- (b) Owner may terminate this Agreement at any time by written notice to CCRI, after which Owner shall take all steps reasonably required to close off access to the Easement Area from the Owner Property, using reasonable construction practices, and both parties will execute and record a notice of termination of this Agreement.

9. Covenants Running with the Land. 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.

10. As-Is. Subject to the terms of this Agreement, Owner hereby agrees and accepts the Easement Area in its "AS IS", "WHERE IS" condition, "WITH ALL FAULTS". Except as may be otherwise set forth in this Agreement, CCRI does not provide any warranties, guaranties or representations of any kind with respect to the Easement Area. Without limiting the generality

of the foregoing, CCRI hereby disclaims (and Owner hereby acknowledges, agrees and accepts such disclaimer) any warranties, guaranties or representations relating to (i) any existing adverse environmental conditions in the Easement Area, (ii) any warranty of fitness of the Easement Area for a particular purpose, and (iii) subject to the terms of this Agreement, the ability of the Owner Equipment to function properly in connection with, or as a result of, the CCRI Improvements. Owner hereby acknowledges that Owner has done, or will do, its own independent investigations as to the adequacy of the Easement Area to allow the Owner Equipment to function properly.

11. 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.

12. 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.

13. 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

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

15. 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.

16. 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.

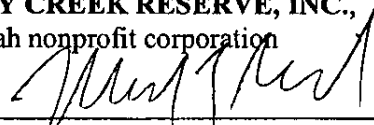
17. Counterparts. This Agreement may be executed in counterparts and, when counterparts of this Agreement have been executed and delivered by both of CCRI and Owner as provided in this Section 17, this Agreement shall be fully binding and effective just as if both of CCRI and Owner had executed and delivered 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**

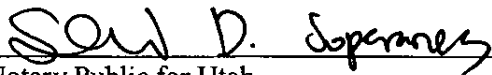
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CCRI: CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

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.

AT&T: **AT&T COMMUNICATIONS OF THE MOUNTAIN STATES, INC.,**
 a Colorado corporation

By: Leonard Weitz

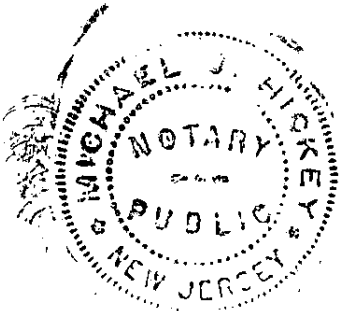
Name: Leonard Weitz

Title: Vice President

STATE OF New Jersey)
COUNTY OF Somerset)^{SS}

The foregoing document was duly acknowledged this 18 day of June,
2010, by Leonard Weitz, in the capacity indicated.

Michael J Hickey
Notary Public



MICHAEL J. HICKEY
ID # 2208336
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 6/16/2013

**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

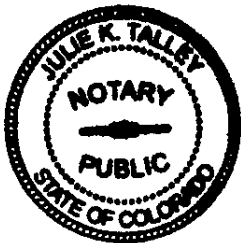
By: [Signature]
Name: John McGuire
Title: VP - Real Estate

WW

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



Commission Expires Sept. 8, 2012

EXHIBIT "A"
to
Easement Agreement

(Legal Description of CCRI Property)

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

Building "H" Parcel (3-30-10)

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 100 SOUTH STREET SAID POINT BEING S89°58'06"W 250.64 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE S89°58'06"W ALONG SAID NORTH RIGHT OF WAY LINE 74.01 FEET; THENCE NORTH 77.08 FEET; THENCE N06°32'16"E 27.60 FEET; THENCE N13°04'32"E 2.67 FEET; THENCE N19°36'48"E 27.60 FEET; THENCE N25°58'32"E 1.85 FEET; THENCE N63°28'51"W 9.18 FEET; THENCE N27°19'41"E 3.67 FEET; THENCE N30°23'24"E 30.40 FEET; THENCE N49°42'48"E 30.40 FEET; THENCE N52°46'31"E 3.67 FEET; THENCE S36°24'57"E 6.34 FEET; THENCE N54°34'11"E 3.33 FEET; THENCE N58°45'18"E 17.14 FEET; THENCE N62°56'26"E 2.67 FEET; THENCE N68°31'24"E 24.65 FEET; THENCE EAST 44.91 FEET; THENCE S00°09'54"W 28.07 FEET; THENCE S89°58'21"W 65.54 FEET; THENCE S00°09'54"W 178.05 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"
to
Easement Agreement

(Legal Description of CCRI Property)

Building 112 Parcel 13.30.101
BEGINNING AT A POINT ON THE NORTH RIGHT OF
WAY LINE OF 100 SOUTH STREET SAID POINT
BEING 89°28'06" W 250.64 FEET FROM THE
SOUTH EAST CORNER OF BLDG 75, PLAT "A", SALT
LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1
SOUTH, RANGE 1 EAST, 5 ALT LAKE BASE AND
MERIDIAN AND RUNNING THENCE S89°28'06" W
ALONG SAID NORTH RIGHT OF WAY LINE 74.01
FEET; THENCE NORTH 77.08 FEET; THENCE N06°
37'16" E 27.60 FEET; THENCE N170°42'32" E 2.67 FEET;
THENCE N07°36'48" E 27.60 FEET; THENCE N05°
58'32" E 1.85 FEET; THENCE N63°28'51" W 9.18 FEET;
THENCE N07°19'41" E 3.67 FEET; THENCE N00°
23'24" E 30.40 FEET; THENCE N49°24'24" E 30.40
FEET; THENCE N62°46'31" E 3.67 FEET; THENCE S36°
24'57" E 6.34 FEET; THENCE N54°34'17" E 3.33 FEET;
THENCE N08°45'18" E 17.14 FEET; THENCE N02°
56'26" E 2.67 FEET; THENCE N08°31'24" E 2.65 FEET;
THENCE EAST 44.91 FEET; THENCE S00°09'54" W
28.07 FEET; THENCE S89°58'21" W 65.54 FEET;
THENCE S00°09'54" W 178.05 FEET TO THE POINT
OF BEGINNING.

Exhibit A
CCRI Property

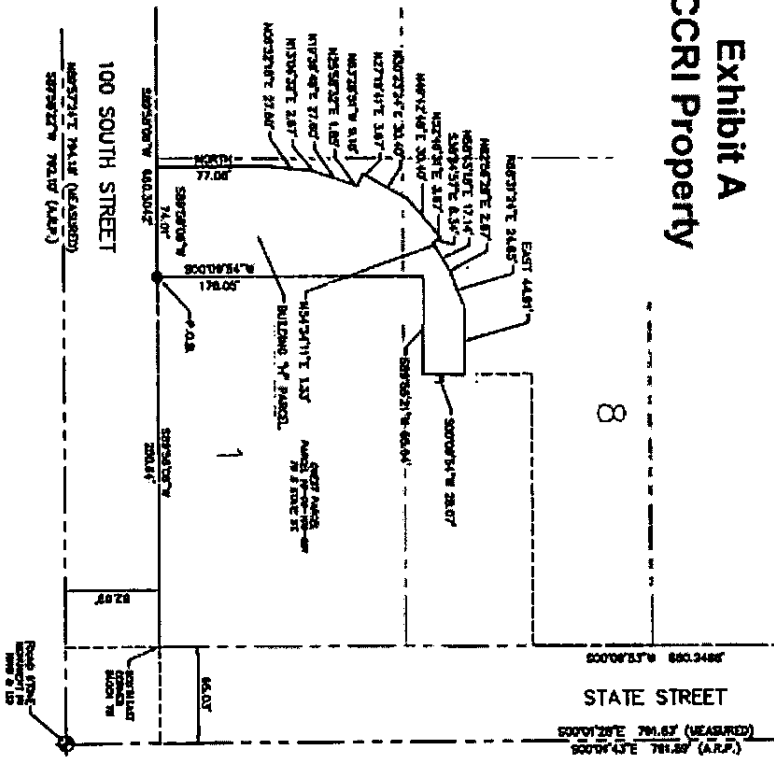


EXHIBIT "B"
to
Easement Agreement

(Legal Description of Owner Property)

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

Commencing at the Southeast corner of Lot 1; Block 75, Plat "A", Salt Lake City Survey, and running thence West 250.50 feet; thence North 178 feet, thence East 70.5 feet; thence North 13 feet; West 5 feet; North 60 feet; East 185 feet; South 251 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 Agreement

(General Description and Depiction of Easement Area)

CCRI AIR SPACE EASEMENT TO QWEST

EASEMENT #1:

BEGINNING AT A POINT THAT IS S00°09'53"W 482.31 FEET AND WEST 180.10 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 4366.67 AND RUNNING THENCE S89°58'21"W 7.99 FEET AT ELEVATION 4366.67; THENCE VERTICAL TO ELEVATION 4369.17; THENCE S89°58'21"W 60.28 FEET AT ELEVATION 4369.17; THENCE NORTH 7.65 FEET AT ELEVATION 4369.17 TO A 123.44 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S26°59'45"E; THENCE ALONG SAID ARC 10.15 FEET (CHORD BEARS N65°21'32"E 10.14 FEET) AT ELEVATION 4369.17; THENCE EAST 11.25 FEET AT ELEVATION 4369.17; THENCE SOUTH 7.21 FEET AT ELEVATION 4369.17; THENCE EAST 9.96 FEET AT ELEVATION 4369.17; THENCE NORTH 5.50 FEET AT ELEVATION 4369.17; THENCE EAST 29.85 FEET AT ELEVATION 4369.17; THENCE VERTICAL TO ELEVATION 4366.67; THENCE NORTH 5.76 FEET AT ELEVATION 4366.67; THENCE EAST 3.03 FEET AT ELEVATION 4366.67; THENCE S00°09'54"W 2.90 FEET AT ELEVATION 4366.67; THENCE N89°58'23"E 5.00 FEET AT ELEVATION 4366.67; THENCE S00°09'54"W 13.01 FEET TO THE POINT OF BEGINNING AND ELEVATION 4366.67.

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

TOGETHER WITH:

EASEMENT #2:

BEGINNING AT A POINT THAT IS S00°09'53"W 466.41 FEET AND WEST 185.10 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 4362.48 AND RUNNING AT THE SAID ELEVATION OF 4362.48 THE FOLLOWING (8) EIGHT COURSES; (1) THENCE WEST 3.03 FEET; (2) THENCE SOUTH 5.76 FEET; (3) THENCE WEST 29.85 FEET; (4) THENCE NORTH 6.26 FEET; (5) THENCE WEST 9.96 FEET; THENCE (6) SOUTH 4.55 FEET; (7) THENCE WEST 11.25 FEET (8) TO A 123.44 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS S22°17'10"E; THENCE ALONG SAID ARC 10.15 FEET (CHORD BEARS S65°21'32"W 10.14 FEET); THENCE NORTH 10.75 FEET TO ELEVATION 4362.85; THENCE RUNNING AT THE SAID ELEVATION OF 4362.85 THE FOLLOWING (2) TWO COURSES; (1) THENCE N68°31'24"E 20.28 FEET; (2) THENCE EAST 44.47 FEET; THENCE S00°09'54"W 9.90 FEET TO THE POINT OF BEGINNING AND ELEVATION 4362.48.

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

EXHIBIT "D"
to
Easement Agreement

(General Description and Depiction of Encroachment Area)

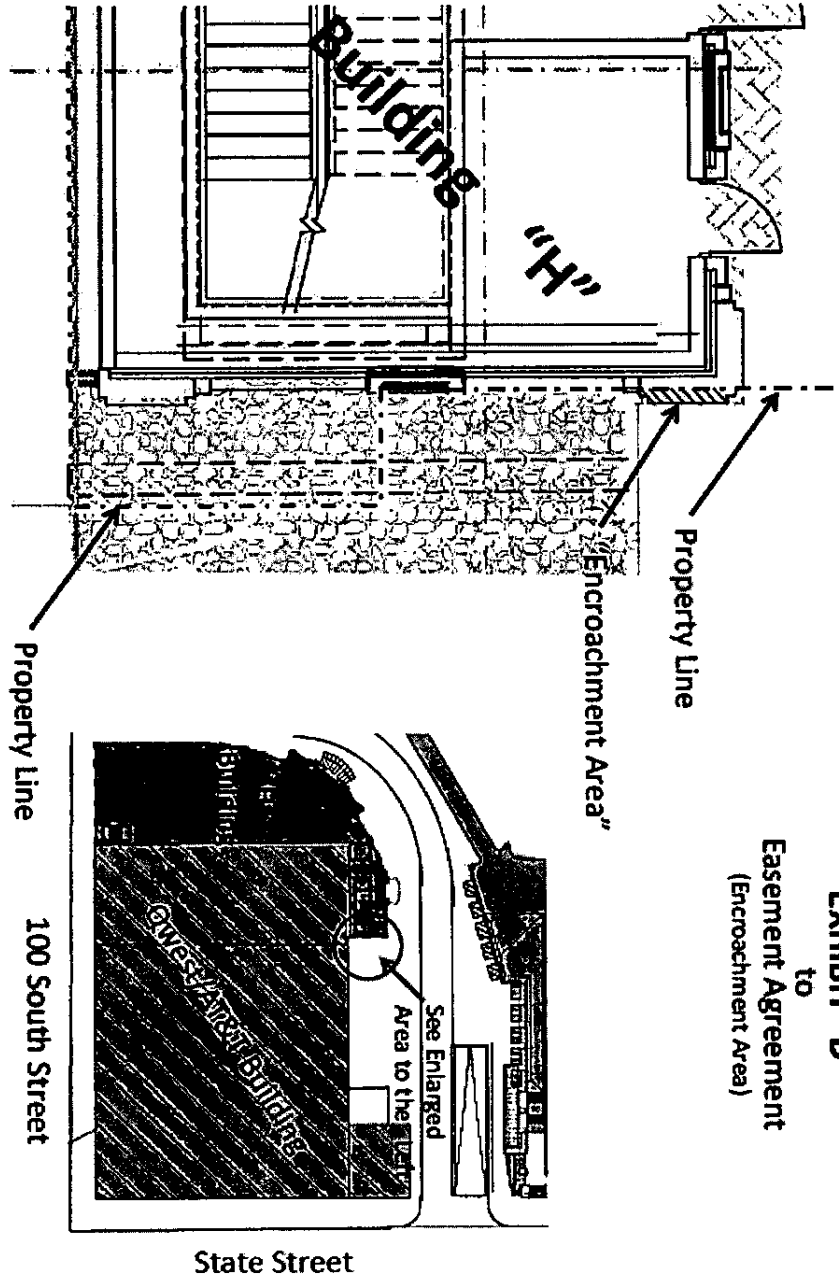


EXHIBIT "D"
to
Easement Agreement
(Encroachment Area)

EXHIBIT "E"
to
Easement Agreement

(General Description and Depiction of Building Gap Area)

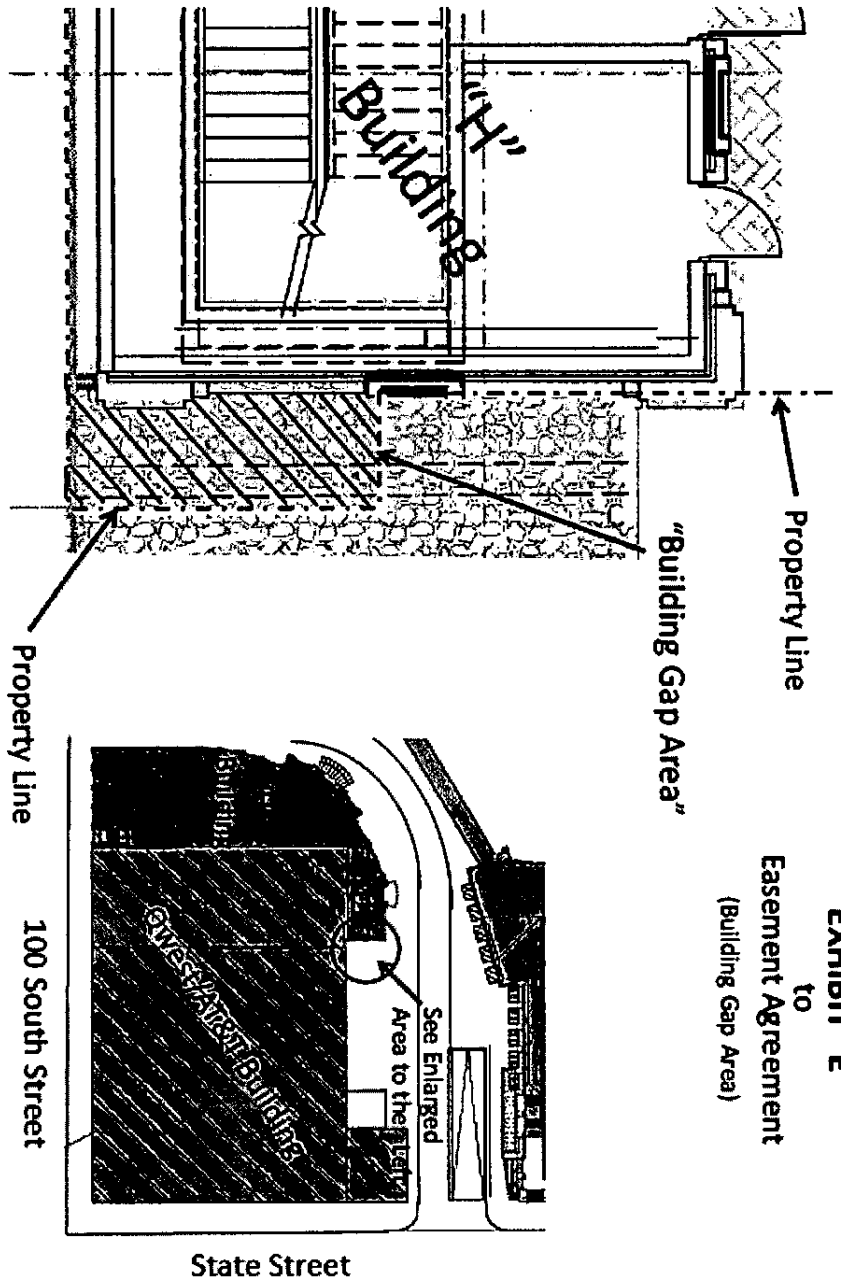


EXHIBIT "E"
to
Easement Agreement
(Building Gap Area)