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When recorded, mail to: Redevelopment Agency of Salt Lake City PO Box 145518 Salt Lake City UT 84114-5518 11368179
04/11/2012 11:41 AM \$69.00
Book - 10007 Pa - 5320-5340
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO HATTOHAL TITLE
345 E BROADWAY
SLC UT 84111
BY: DCD, DEPUTY - WI 21 P.

CROSS EASEMENT AGREEMENT

MNT 18589

THIS CROSS EASEMENT AGREEMENT ("Agreement") is made as of the day of April, 2012, by and among: Awesome Cougars, LLC, a Utah limited liability company ("Awesome Cougars"); Feria Properties, L.L.C., a Utah limited liability company ("Feria"); and Redevelopment Agency of Salt Lake City, a body corporate and politic ("RDA"). Awesome Cougars, Feria and RDA are sometimes referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

- A. The parcels of real property described on Exhibits "A", "B", "C" and "D" attached hereto are incorporated herein by this reference are contiguous parcels located in Salt Lake City, Utah, between State Street and Edison Street and between 200 South Street and 300 South Street. Such parcels are sometimes referred to herein individually as a "Parcel" or collectively as the "Parcels."
- B. RDA is the current owner of the Parcels described on Exhibits "A" and "B". Awesome Cougars is the current owner of the Parcels described on Exhibit "C". Feria is the current owner of the Parcel described on Exhibit "D".
- C. Access to the Parcels includes direct access from public streets, as well as access across various vacated streets, alleyways and drives, including, in particular, what is commonly referred to as "Floral Street."
- D. The Parcels described on **Exhibit** "A" are to be developed into a mixed use condominium project, to be known as The Plaza at State Street (the "Project"), which will result in an increase in the use of Floral Street as an access to the Project.
- E. The Parties wish to formally set forth the terms of their agreements regarding the use of Floral Street.

TERMS OF AGREEMENT

In consideration of the mutual agreements and promises set forth herein, the Parties agree as follows:

- 1. Grant of Easement. The Parties, on behalf of themselves and their successors and assigns, hereby create and establish, a non-exclusive easement, license, and privilege of passage, use and right of way on and over the property commonly referred to as Floral Street, which is described on Exhibit "E" attached hereto and incorporated herein by this reference (the "Easement") on their respective Parcels for the purpose of providing pedestrian and vehicular access between the Parcels and Edison Street, and the running and maintenance of underground utilities, including all public and private utilities, including but not limited to storm drains, water, sewer, gas, electrical, telephone and data transmission. The rights and privileges set forth herein are granted only for the benefit of the owners of the respective Parcels, their successors and assigns and the owners' lessees, employees, invitees and guests, as well as fire and emergency equipment and personnel, and may not be assigned, conveyed or conferred upon any party other than those having a beneficial interest in the Parcels. Exhibit "F" attached hereto and incorporated herein by this reference shows the locations of the Easement and each of the Parcels described on Exhibits "A", "B", "C" and "D".
- 2. Easements Appurtenant. Each Parcel shall be the servient estate with respect to the portion of the Easement located on such Parcel and each Parcel shall be the dominant estate with respect to the portion of the Easement located on any of the other Parcels. Each of the easements, rights and privileges granted or created herein are appurtenances to the dominant estate and the easements, rights or privileges may not be transferred, assigned or encumbered except as an appurtenance of such Parcel. The rights and privileges set forth herein are granted only for the benefit of the owners of the respective Parcels and may not be assigned, conveyed or conferred upon any party other than those having a beneficial interest in the Parcels. It is expressly recognized that the easements and rights created herein may impose an unequal burden between the Parcels.
- 3. Covenants Running with the Land. Each and all of the covenants, restrictions, conditions and provisions contained in this Agreement (whether affirmative or negative in nature) are made for the direct mutual benefit of the dominant estate; will create servitudes upon each Parcel in favor of the dominant estate; will constitute covenants running with the land; will bind every person having a fee, leasehold, or other interest in any portion of the Parcels at any time or from time to time to the extent that such portion is affected or bound by the covenants, restrictions, or provision in question, or that the covenants, restrictions or conditions or provisions are to be performed on such portions; and will run to the benefit of the parties and the respective successors and assigns of the Parcels.
- 4. <u>Common Area.</u> The Parties acknowledge that the Easement will be part of the common area of a condominium project to be developed on the Parcels described on **Exhibits "A"**.

- 5. <u>Use of Easement</u>. Each of the Parties agrees to keep the portion of the Easement on such Party's Parcel open to vehicular and pedestrian traffic. No parking whatsoever shall be allowed on the Easement.
- 6. <u>Maintenance</u>. Each of the Owners covenants and agrees that the portions of the Easement located on such Owner's Property shall at all times be adequately maintained; provided, however, if an Owner (the "Responsible Owner") or one of the Responsible Owner's Permittees damages the Easement on the Property of another Owner, such damage shall be promptly repaired by the Responsible Owner at the Responsible Owner's sole expense.
- 7. Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication of any portion of any Parcel to the general public or for any public purposes whatsoever. It is the intention of the Parties that this Agreement will be strictly limited to and for the purposes expressed herein. Unless provided otherwise, the Parties shall have the right to temporarily close all or a portion of the easement to such extent as is legally necessary and sufficient to prevent the dedication of the easement or any accrual of any rights therein in any person other than a Party.
- 8. Prior Right of Way. To the extent the terms of this Agreement are different from the terms contained in the "Relocation of Right of Way" recorded as Entry Nos. 4798573, 4798572, 4798574 and 4800568 on or about July 12, 1989, this Agreement shall be deemed an Amendment of such documents.

9. Indemnification.

- a. Each Owner (in this subsection, the "Indemnifying Party") shall indemnify the other Owner (in this subsection, the "Indemnified Parties"), and each of their shareholders, members, officers, directors, agents, tenants, invitees, and employees against, and hold the Indemnified Parties, and each of their shareholders, members, officers, directors, agents, and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (excluding consequential and punitive damages), losses, liabilities, judgments, and expenses (including, without limitation, reasonable attorneys' fees and court costs) incurred directly in connection with or arising out of, related to or caused by the Indemnifying Party's acts or omissions to act, use of, or occupancy of the other Owner's Property (or the acts or omissions to act, use of, or occupancy by any Permittee of such Indemnifying Party), including without limitation with respect to mechanics' liens and damage to any utilities within the Easement.
- b. If any action or proceeding is brought against the Indemnified Parties, or any of their members, officers, directors, agents or employees by reason of any such claim, the Indemnifying Party, upon notice from the Indemnified Parties, shall

- defend the claim at the expense of the Indemnifying Party with counsel reasonably satisfactory to the Indemnified Parties, as the case may be.
- c. The Indemnified Parties shall give to the Indemnifying Party prompt and timely notice of any claim or suit instituted coming to its knowledge which in any way, directly or indirectly, contingently or otherwise, affects or might affect the Indemnifying Party. Each Owner shall have the right to participate in the defense of the same to the extent of its own interest.
- 10. All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by an Owner of any of the terms, covenants, restrictions or conditions hereof (a "Defaulting Owner"), any other Owner, either individually or collectively (the "Curing Owner(s)") shall have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The remedies of the Curing Owner(s) hereunder shall be specifically enforceable by the Curing Owner(s) without the necessity of demonstrating an adequate remedy at law exists, and interference with the use of the Easement shall be presumed to be irreparable harm. In connection with any such action, the Curing Owner(s) shall not be required to post a surety bond.
- Self-Help. In addition to all other remedies available at law or in equity, upon the 11. failure of a Defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by the Curing Owner(s) (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), the Curing Owner(s) shall have the right to perform such obligation contained in this Agreement on behalf of the Defaulting Owner and be reimbursed by the Defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Wells Fargo Bank, N.A. (its successors or assigns) plus six percent (6%) (the "Default Rate"). Notwithstanding the foregoing, in the event of (i) an emergency and/or (ii) blockage or material impairment of the easement rights, the Curing Owner(s) may immediately cure the same and be reimbursed by the Defaulting Owner upon demand for the reasonable cost thereof together with interest at the Default Rate. In the event the Defaulting Owner does not pay the Curing Owner within 30 days of notice and demand, the Curing Owner shall have all rights which exist in law or in equity to collect the same, including the right, which may be exercised only 60 days after the Defaulting Owner has failed to pay the Curing Owner, to record a lien against the property of the Defaulting Owner (provided, however, that any such lien will be subordinate to any recorded bona fide deed of trust affecting the property of the Defaulting Owner, whether recorded before or after such lien or this Agreement) and may foreclose such lien in accordance with the provision of Utah law regarding the enforcement of a deed of trust.
- 12. <u>No Termination For Breach</u>. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

- 13. <u>Attorneys' Fees and Costs</u>. In the event that any Party breaches this Agreement the non-breaching Parties shall be entitled to recover all costs of every type and attorneys fees reasonably incurred as a result of the breach, whether with or without litigation.
- 14. <u>Subdivision of Property</u>. If any Property is hereinafter legally subdivided, each person owning any such subdivided Property shall enjoy the benefit of the easements granted to the Owners herein and shall assume the obligations hereunder.
- 15. <u>Definitions</u>. For the purposes of this Agreement, the following terms shall have the following meanings:
 - a. "Owners" shall mean each of the Parties and their successors in interest in the ownership of each Owner's Property, or any portion thereof.
 - b. "Property" shall mean the Parcels described on Exhibits "A", "B", "C" and "D".
 - c. "Permittees" shall mean the tenant(s) or occupant(s) of an Owner, and the respective employees, agents, contractors, customers, permittees, vendors, invitees, and licensees of (i) an Owner, and/or (ii) such tenant(s) or occupant(s).

16. Miscellaneous Provisions.

- a. This Agreement shall not create an association, partnership, joint venture, or principal and agent relationship between any of the Parties.
- b. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of each Owner shall be the address on the public records of the Salt Lake County Assessor's Office.
- c. Failure of a Party to insist on the performance of any provision hereunder shall not be construed as a waiver from the future enforcement of any such provision.
- d. This Agreement may be amended only in writing signed by all of the then owners of the Parcels.
- e. The benefits and burdens imposed under this Agreement shall be the obligation of the Parties, their successors and assigns with respect to the Parcels and shall terminate as to a Party upon the termination of that Party's interest in the Parcels.

- f. If any provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those which it is held invalid, shall not be affected thereby. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- g. Each person executing this Agreement individually and personally represents and warrants that he or she is fully authorized to execute and deliver the same and that this Agreement is binding upon said Party in accordance with its terms.
- h. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof and there are no other terms, expressed or implied, except as contained herein.
- i. The easements, covenants, restrictions and undertakings created in this Agreement and each of them shall be perpetual, unless agreed upon by all of the Parties.
- j. This Agreement shall be governed by and construed in accordance with the laws of the state of Utah.
- k. This Agreement may be executed in multiple counterparts, which when taken together shall constitute one fully executed Agreement.

DATED as of the day and year first written above.

Awesome Cougars, LLC, a Utah limited liability company

By: July Solvern, Manager

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE)

On the 13^Hday of February 2012, personally appeared before me You Solomon who duly acknowledged to me that he is a Manager of Awesome Cougars, LLC, and that he executed the above instrument on behalf of Awesome Cougars, LLC.



Mixan Pupa Notary Public

Ву:
Benjamin Logue
Its managing member
STATE OF UTAH)
: ss. COUNTY OF SALT LAKE)
COUNTY OF SALI LAKE)
On the day of2012, personally appeared before me Benjamin
Logue, who duly acknowledged to me that he is the managing member of Feria Properties,
L.L.C., and that he executed the above instrument on its behalf.
KEITH W MEADE
NOTARY PURILCE STATE OF
Notary Public My Comm. Exp. 02/10/2014 Commission # 581306
REDEVELOPMENT AGENCY OF SALT LAKE CITY
Ву
Ralph Becker
Its Chief Administrative Officer
Ву
D.J. Baxter
Its Executive Director
Approved as to legal form:
Jones, Waldo, Holbrook & McDonough, P.C.
Ву:

Feria Properties, L.L.C. a Utah limited liability company

	Feria Properties, L.L.C. a Utah limited liability company
	By: Benjamin Logue Its managing member
STATE OF UTAH) : ss. COUNTY OF SALT LAKE)	
On the day of 2 Logue, who duly acknowledged to me that he L.L.C., and that he executed the above instrument	
	Notary Public
By R It: By D	alph Becker s Chief Administrative Officer J. Baxter s Executive Director
Approved as to legal form:	
Jones, Waldo, Holbrook & McDonough, P.C. By:	

STATE OF UTAH)
	: ss.
COUNTY OF SALT LAKE)
being by me duly sworn did say he i	2012, personally appeared before me Ralph Becker, who s the Chief Administrative Officer of The Redevelopment he within and foregoing instrument was signed on behalf of
	NOTARY PUBLICS (TWWW Residing at:
My Commission Expires:	Residing at.
STATE OF UTAH	AMY GALE MOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 03/22/2015 Commission # 607479
COUNTY OF SALT LAKE)
by me duly sworn did say he is the I	2012, personally appeared before me D.J. Baxter, who being Executive Director of The Redevelopment Agency of Salt pregoing instrument was signed on behalf of said Agency. NOTARY PUBLIC COMMISSION Residing at:
My Commission Expires: 4/17/13	CAROLYN I. BERGER NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 04/17/2013 Commission # 577970

CONSENT AND SUBORDINATION OF WELLS FARGO BANK

Wells Fargo Bank, National Association ("Lender"), is beneficiary under that certain Deed of Trust dated October 11, 2011, executed by Awesome Cougars, LLC, a Utah limited liability company (the "Trustor") and recorded against the property described in Exhibit "C" attached hereto (the "Real Property") on October 13, 2011, as Entry No. 11260644 in Book 9957 at Pages 9588-9604 in the Official Records of Salt Lake County, Utah (the "Deed of Trust"). Lender hereby (1) consents to the execution of the foregoing Cross Easement Agreement (the "Agreement") and the recordation of the Agreement against the Real Property, (2) agrees that the lien created by the Deed of Trust is junior and subordinate to the Agreement, (3) agrees the Agreement shall not be extinguished, terminated, or otherwise affected in any manner by any foreclosure of the Deed of Trust, (4) agrees that its interest in the Real Property shall be subject and subordinate to the Agreement in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Agreement, and (5) agrees that it or any other person that acquires the Real Property by foreclosure of either of the Deed of Trust or by other means shall be bound by the provisions of the Agreement.

Wells Fargo Bank, National Association

STATE OF	UTAH)					
		; ss.					
COUNTY	OF SALT LAI	KE)					
On	the	day of	2012,	personally	appeared	before	me
	who duly	acknowledged to	me that he is th	ie	of Wells	Fargo Ba	nk,
National As	ssociation, and	d that he executed	the above instru	ument on be	half Wells	Fargo Ba	nk,
National As	ssociation.						
			Notary I	Dublia			
			Notary I	annuc			

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Placer

On <u>February 21, 2012</u>, before me, Joyce S. Avico, Notary Public, personally appeared <u>Robert Ram</u>, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(jes), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JOYCE S. AVICO
Commission # 1952444
Notary Public - California
Placer County
My Comm. Expires Sep 16, 2015

Signature_

Title: Notary Public

My Commission Expires: 09-16-2015

(Seal)

CONSENT AND SUBORDINATION OF WELLS FARGO BANK

Wells Fargo Bank, National Association ("Lender"), is beneficiary under that certain Decd of Trust dated April 1, 2012, executed by Feria Properties, LLC, a Utah limited liability company (the "Trustor") and recorded against the property described in Exhibit "D" attached hereto (the "Real Property") on April 11, 2012, as Entry No. 11368011 in Book 10007 at Pages 4643 in the Official Records of Salt Lake County, Utah (the "Deed of Trust"). Lender hereby (1) consents to the execution of the foregoing Cross Easement Agreement (the "Agreement") and the recordation of the Agreement against the Real Property, (2) agrees that the lien created by the Deed of Trust is junior and subordinate to the Agreement, (3) agrees the Agreement shall not be extinguished, terminated, or otherwise affected in any manner by any foreclosure of the Deed of Trust, (4) agrees that its interest in the Real Property shall be subject and subordinate to the Agreement in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Agreement, and (5) agrees that it or any other person that acquires the Real Property by foreclosure of either of the Deed of Trust or by other means shall be bound by the provisions of the Agreement.

Wells Fargo Bank, National Association

By: William Aller

STATE OF UTAH

: ss.

COUNTY OF SALT LAKE)

On the day of April 2012, personally appeared before me William! Store who duly acknowledged to me that he is the Via Res. of Wells Fargo Bank, National Association, and that he executed the above instrument on behalf Wells Fargo Bank, National Association.

Notary Public

KEITH W. MEADE NOTARY PUBLIC - STATE OF UTAH My Comm. Exp. 02/10/2014 Commission # 581306

EXHIBIT "A"

PARCEL 1: (16-06-154-002)

Beginning at the Southwest corner of Lot 5, Block 56, Plat "A", Salt Lake City Survey, and running thence North 50 feet 4 inches; thence East 99 feet; thence South 50 feet 4 inches; thence West 99 feet to the place of beginning.

PARCEL 2: (16-06-154-053)

Beginning at the Southeast corner of Lot 5, Block 56, Plat "A", Salt Lake City Survey, and running thence South 89°58'56" West 66.00 feet; thence North 0°03'14" East 50.33 feet; thence North 89°58'56" East 66.00 feet; thence South 0°03'14" West 50.33 feet to the point of beginning.

PARCEL 3: (16-06-154-054)

Beginning at the Southwest corner of Lot 6, Block 56, Plat "A", Salt Lake City Survey, and running thence East 68 feet; thence North 6 rods; thence West 68 feet; thence South 6 rods to the point of beginning.

TOGETHER WITH 1/2 vacated alley abutting said property on the East.

LESS AND EXCEPTING therefrom the following:

Beginning at a point located 50.33 feet North 0°03'14" East from the Southwest corner of Lot 6, Block 56, Plat "A", Salt Lake City Survey, and running thence North 0°03'14" East 48.67 feet; thence North 89°58'56" East 68.00 feet; thence South 0° 03'14" West 48.67 feet; thence South 89° 58'56" West 68.00 feet to the point of beginning.

TOGETHER WITH one-half the vacated alley abutting said property on the East.

PARCEL 3A:

TOGETHER WITH a right of way over Floral Avenue 16 feet in width adjoining said property on the East and extending North to the North line of said Lot 6.

PARCEL 4: (16-06-154-003)

Beginning at the Northwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey, and running thence South 43 1/3 feet; thence East 165 feet; thence North 43 1/3 feet; thence West 165 feet to the point of beginning.

ALSO Beginning at the Northwest corner of Lot 3, Block 56, Plat "A", Salt Lake City Survey, and running thence East 70 feet; thence South 42 1/2 feet; thence West 70 feet; thence North 42 1/2 feet to the point of beginning.

ALSO TOGETHER WITH 1/2 vacated street abutting on the East.

PARCEL 5: (16-06-154-004)

Beginning at a point which is 43 1/3 feet South from the Northwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey, and running thence South 22 2/3 feet; thence East 10 rods; thence North 22 2/3 feet; thence West 10 rods to the point of beginning.

PARCEL 6: (16-06-154-005)

Beginning at a point which is 66 feet South from the Northwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey, and running thence South 24 feet; thence East 10 rods; thence North 24 feet; thence West 10 rods to the point of beginning.

PARCEL 7: (16-06-154-009)

Beginning at a point which is 42.5 feet South from the Northwest corner of Lot 3, Block 56, Plat "A", Salt Lake City Survey, and running thence South 45.5 feet; thence East 70 feet; thence North 45.5 feet; thence West 70 feet to the point of beginning.

PARCEL 8: (16-06-154-006)

Beginning at a point which is 90 feet South from the Northwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey, and running thence South 52 feet; thence East 235 feet; thence North 54 feet; thence West 70 feet; thence South 2 feet; thence West 165 feet to the point of beginning.

TOGETHER WITH the West 1/2 of the vacated street abutting on said property on the East which lies within the bounds of Floral Avenue.

PARCEL 9: (16-06-154-040)

Part of Lot 3, Block 56, Plat "A", Salt Lake City Survey:

Commencing at a point 29 feet West of the Northeast corner of said Lot 3; thence West 59 feet; thence South 34 feet; thence East 59 feet; thence North 34 feet to beginning.

LESS AND EXCEPTING therefrom the following:

Beginning at a point which lies South 89°58'22" West 29.00 feet from the Northeast Corner of Lot 3, Block 56, Plat "A", Salt Lake City Survey, and running thence South 0°02'31" West 34.00 feet; thence South 89°58'22" West 0.67 feet; thence North 0°02'31" East 34.00 feet; thence North 89°58'22" East 0.67 feet to the point of beginning.

PARCEL 9A:

A non-exclusive right of way over tract:

Commencing 80 feet West and 196 feet North of the Southeast corner of said Lot 3; thence North 100 feet; thence West 8 feet; thence South 100 feet; thence East 8 feet to the point of beginning.

PARCEL 9B:

A right of way for the physical relocation of "Floral Avenue" as disclosed by that certain Relocation of Right of Way recorded July 12, 1989 as Entry No. 4798572 in Book 6142 at page 2221 and that certain Relocation of Right of Way recorded July 12, 1989 as Entry No. 4798573 in Book 6142 at page 2226, being described as follows:

Beginning at a pont which lies 100.00 feet South and West 79.00 feet from the Northwest corner of Lot 2, Block 56, Plat "A" of the SALT LAKE CITY SURVEY; said point being the point of curvature of a 12.23 foot radius curve to the left; thence along the arc of said 12.33 foot radius curve to the left, 19.21 feet (long chord bears South 45°00'00" East 17.30 feet); thence East 117.77 feet, more or less, to the West line of Edison Street; thence South along said West line 22.00 feet; thence West 12.54 feet to the point of curvature of a 484.75 foot radius curve to the left; thence along the arc of said 484.75 foot radius curve to the left, 84.60 feet (long chord bears South 85°00'00" West 84.50 feet) to the point of curvature of a 42.00 foot radius curve to the right; thence along the arc of said 42.00 foot radius curve to the right, 32.88 feet (Long chord bears North 77°34'34" West 32.04 feet); thence North 1.47 feet; thence West 2.00 feet; thence North 33.00 feet to the point of beginning.

PARCEL 10: (16-06-154-047)

Beginning 101 feet South and 79 feet West from the Northeast corner of Lot 3, Block 56, Plat "A", SALT LAKE CITY SURVEY; thence West 8 feet; thence South 33 feet; thence East 8 feet; thence North 33 feet to the point of beginning.

PURPORTED ADDRESSES:

Parcel 1:	237 South State Street
Parcel 2:	237 South State Street
Parcel 3:	237 South State Street
Parcel 4:	241 - 245 South State Street
Parcel 5:	251 South State Street
Parcel 6:	249 - 251 South State Street
Parcel 7:	247 - 251 South State Street
Parcel 8:	255 South State Street
Parcel 9:	241 South Floral Street
Parcel 10:	247 South Floral Street
	Salt Lake City, Utah 8411

EXHIBIT "B"

Parcel 1:

Beginning at the Southwest Corner of Lot 2, Block 56, Plat A, Salt Lake City Survey; and running thence South 89°58'22" West 75.11 feet; thence North 188 feet; thence South 89°58'22" West 6.75 feet; thence North 0°02'31" East 8 feet; thence North 89°58'22" East 3 feet; thence North 0°02'31" East 33 feet; thence North 89°58'2" East 79 feet; thence North 0°02'31" East 1 foot; thence North 89°58'22" East 50.35 feet; thence South 0°07'44" West 230 feet; thence South 89°58'22" West 50 feet to the point of beginning.

Together with an interst in the vacant street abutting on the North.

16-06-154-048-0000

EXHIBIT "C"

Parcel 1:

Beginning 69.07 feet South from the Northwest Corner of Lot 2, Block 56, Plat A, Salt Lake City Survey; and running thence East 50 feet; thence South 30.93 feet; thence West 50 feet; thence South 1 foot; thence West 29 feet; thence North 31 feet; thence East 29 feet; thence North 0.93 feet to the point of beginning.

Together with an interest in ½ of the street abutting on the South.

16-06-154-039-0000

Parcel 2:

Beginning 29.67 feet West and 34 feet South from the Northeast Corner of Lot 3, Block 56, Plat A, Salt Lake City Survey; and running thence South 17 feet; thence East 0.2 feet; thence South 0°21'43" West 19 feet; thence East 0.59 feet; thence South 31 feet; thence West 50 feet; thence North 67 feet; thence East 49.33 feet to the point of beginning.

Together with an interest in ½ of the street abutting on the West.

16-06-154-042-0000

EXHIBIT "D"

Beginning at the Southwest Corner of Lot 7, Block 56, Plat A, Salt Lake City Survey; and running thence West 81 feet; thence North 49.5 feet; thence East 81 feet; thence North 61.67 feet; thence East 51 feet; thence South 79.02 feet; thence West 51 feet; thence South 32.15 feet to the point of beginning.

Together with an interest in ½ of the street abutting on the West.

16-06-154-050-0000

EXHIBIT "E"

Easement Description

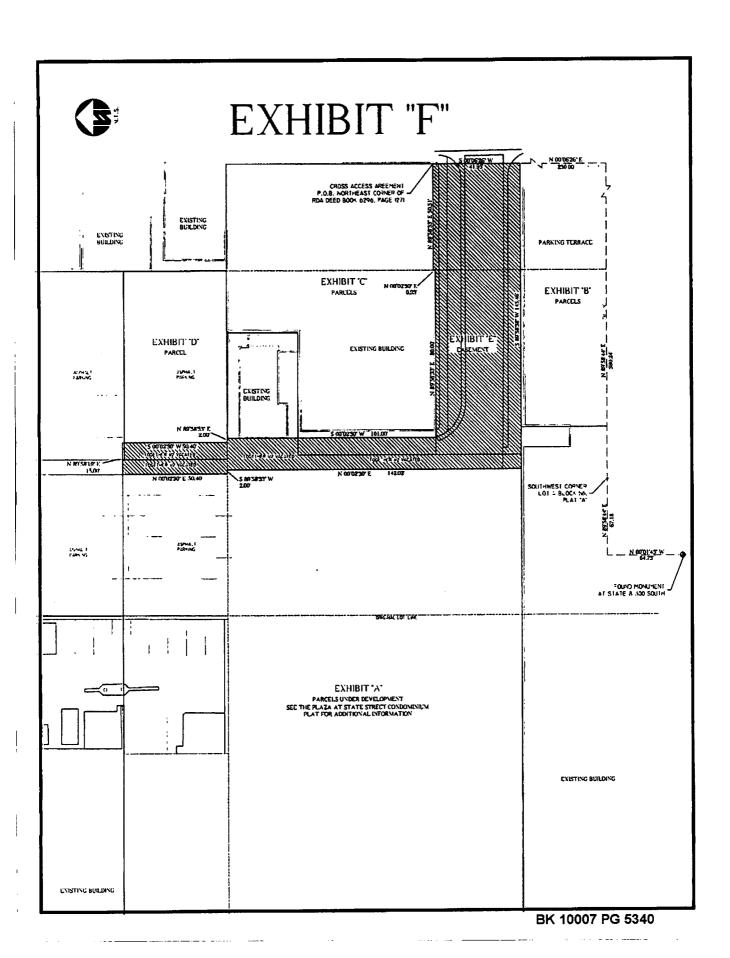
Beginning at the Northeast corner of the parcel described in the Redevelopment Agency of Salt Lake City deed recorded in the records of the Salt Lake County Recorder's office as Entry Number 5036165 in Book 6296 at Page 1271 (the "RDA Deed"), located at the West right of way line of Edison street where it intersects with the north side of the relocated Floral Street, which point is also located by starting from a Salt Lake City Street Monument located in the intersection of 300 South and State Street, thence North 00°01'43" West along said State Street monument line a distance of 64.73 feet; thence North 89°58'44" East 67.18 feet to the Southwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey; continuing thence North 89°58'44" East along the North right of way line of 300 South Street a distance of 380.24 feet; thence North 00°06'26" East a distance of 230.00 feet along the west right of way line of Edison Street to the north side of Floral Street where it intersects with Edison Street, which is the point of beginning;

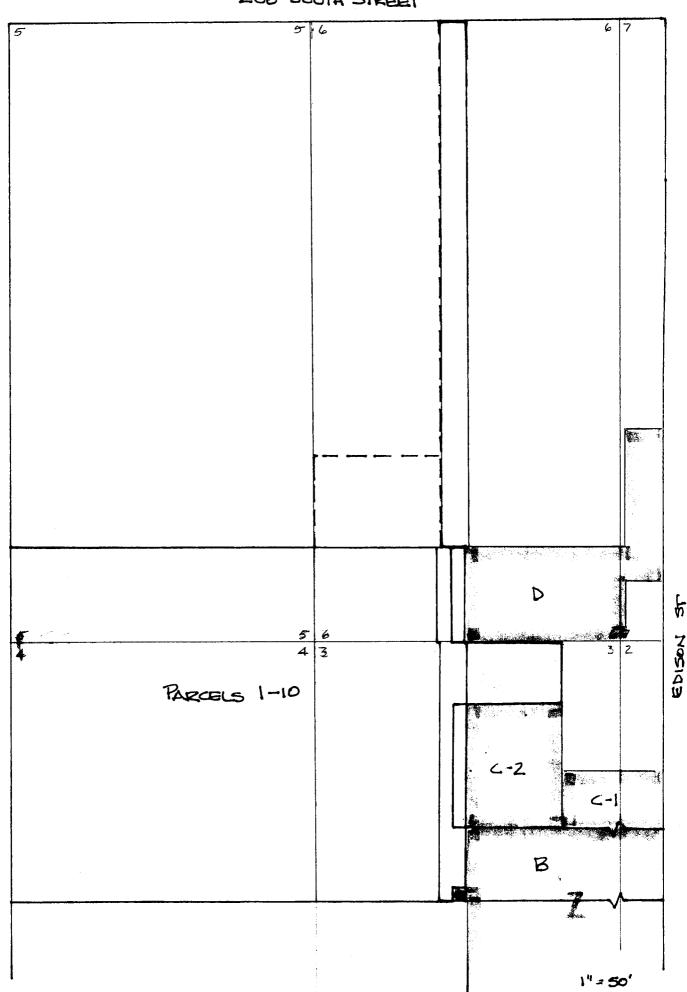
Thence South 00°06'26" West along the Edison Street right of way a distance of 41.95 feet; thence South 89°58'38" West along a line which runs parallel to a parking structure a distance of 145.46 feet, to the west right of way line of Floral Street (now vacated), which point also lies on the north boundary line of Broadway Center Investment's deed recorded in the Salt Lake County Recorder's office as Entry No. 10159815 in Book 9489 at Page 6337; thence along the now vacated Floral Street right of way the following 3 courses: North 00°02'30" East a distance of 142.02 feet; thence South 89°58'33 West a distance of 2.00 feet; thence North 00°02'30" East along said right of way a distance of 50.40 feet; thence crossing said vacated right of way North 89°58'19" East a distance of 15.00 feet to the Easterly right of way of said vacated Floral Street; thence along the easterly right of way of the former Floral Street the following 3 courses: South 00°02'30" West a distance of 50.40 feet; thence North 89°58'33 East a distance of 2.00 feet; thence South 00°02'30" West a distance of 101.00 feet to the North boundary the property described in the previously described RDA Deed; thence along said RDA Deed line the following 3 courses: North 89°58'33 East a distance of 80.00 feet; thence North 00°02'30" East a distance of 0.93 feet; thence North 89°58'33 East a distance of 50.51 feet, to the point of beginning.

Containing 8,286 square feet

All as depicted on Exhibit "F" attached hereto.

f: keith/analogue/tannach/easement/crosseasment Feria.doc





State Street