

ORIGINAL

RECOGNITION AND CONSENT AGREEMENT

THIS AGREEMENT is made this 9th day of May, 1995, by and between THE UNIVERSITY OF UTAH, a body politic and corporate pursuant to the laws of the State of Utah, ("LESSOR") and US WEST NewVector Group, Inc., ("SUBLESSEE").

RECITALS

- 6109038
- A. LESSOR is the owner of certain real property located in Salt Lake County, State of Utah;
- B. LESSOR leased a portion of such property to University Inn Associates, II, a Utah limited partnership ("LESSEE"), pursuant to a Lease Agreement dated as of June 27, 1985 for the purpose of constructing thereon the University Park Hotel and Conference Center;
- C. LESSEE sub-leased to SUBLESSEE a portion of its leased property as described on Exhibit A attached hereto (the Property), consisting of certain interior building space and space on the roof of the building for an antenna system comprised of approximately three fiberglass panels, each approximately 42" long by 12" wide, (collectively the "System") pursuant to a Building Option And Sublease Agreement dated as of April 12th 1995 (the "Sublease"); and
- D. The parties desire to assure SUBLESSEE that its rights under the sublease and its right to the quiet and peaceful possession of the Property are not rendered ineffective by a lapse of LESSEE's rights in the Property upon the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. LESSOR consents to and approves the Sublease. SUBLESSEE will not materially alter the System as it appears from the exterior of the building without LESSOR's prior written consent.
2. If the Lease is terminated, canceled or surrendered or expires before the expiration date of the Sublease (including any extensions or renewals), LESSOR shall recognize SUBLESSEE's quiet and peaceful possession of the Property under the Sublease and shall recognize that the Sublease shall continue in full force as though LESSOR and SUBLESSEE entered into a lease agreement upon the terms of the Sublease, except LESSOR shall not be bound by Sublease amendments obtained without LESSOR's consent, which consent shall not be unreasonably withheld.

BK 7176PG0001

3. The terms, covenants and conditions of this Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Date first above written.

LESSOR:

SUBLESSEE:

THE UNIVERSITY OF UTAH

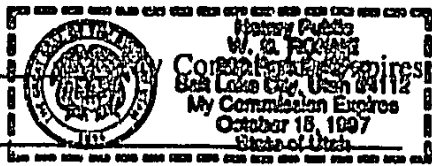
US WEST NEWVECTOR GROUP, INC.

By: Thomas G. Nycum
Its: Vice President

By: Richard L. Runnings
Its: Corporate Real Estate Manager

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 6th day of May, 1995, personally appeared before me Thomas G. Nycum, who acknowledged to me that he is the Administrative Vice President of The University of Utah, a body politic and corporate, and that he executed the foregoing Recognition And Consent Agreement on behalf of said entity.



W. G. Fowler
Notary Public
Residing at: SALT LAKE COUNTY

123324.01/lgm

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CORPORATE ACKNOWLEDGMENT

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 8th day of June, 1995, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Michael A. Cummings to me known to be the Corporate Real Estate Manager of U S WEST NewVector Group, Inc., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

Sherry S. Krogel
Notary Public in and for the State of WA
residing at King County
My appointment expires: 2-20-99

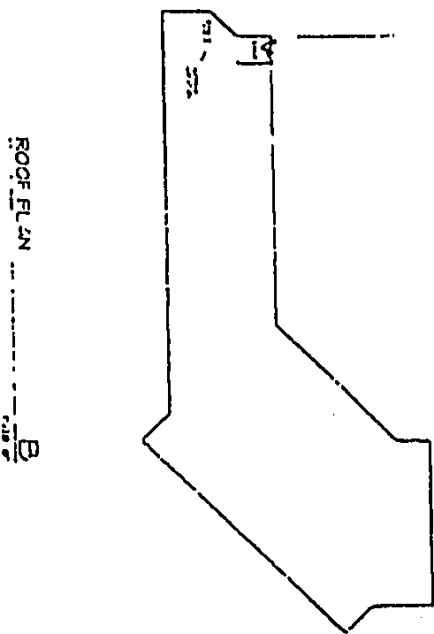
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EXHIBIT A

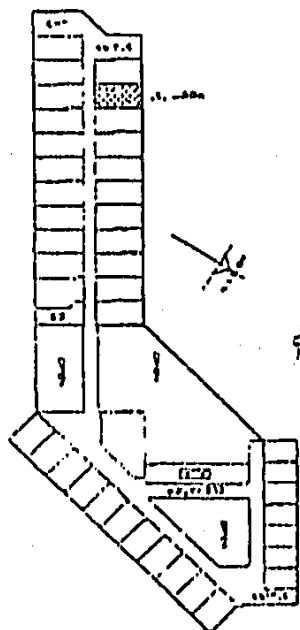
Sketch and Legal Description of Property

FOUR COPY
CO. RECORDER

BK 7176 PG 0004

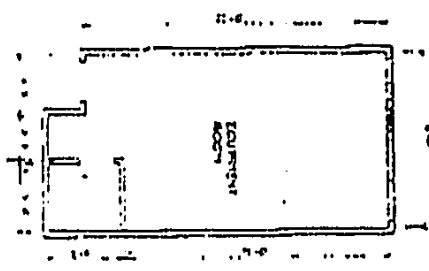


B



UNIVERSITY PARK HOTEL

C



SAL UNIVERSITY

BOB WEST
ARCHITECTS

Steve Balla, Henry Architects

Date	10/2/88
Drawn by	SB
Checked by	SB
Scale	AS SHOWN
Notes	

EXHIBIT A
PAGE 393
ORDER NO. 303534

SCHEDULE C

Description

The land referred to in this report is situated in the County of Salt Lake, State of Utah, and is described as follows:

BEGINNING at a point which lies South 49°00'00" East 93.11 feet from Point NO. 7 B.L.M. Survey of Parcel No. 1 of Tract D in Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian (said Point No. 7 being 1,464 feet North and 4,643 feet West, more or less, from the Southeast corner of said Section 3), and running thence South 49°00'00" East 463 feet; thence North 41°00'00" East 275.95 feet; thence along a 1,143 foot radius curve to the left a distance of 199.49 feet; thence North 31°00'00" East 220.90 feet; thence North 59°00'00" West 435.6 feet; thence South 37°21'42" West 342.02 feet; thence South 41°00'00" West 275.0 feet to the point of BEGINNING.

PHOTOCOPY
CO. RECORDED

The above described property also known by the street address of: 480 South Wakara Way, Salt Lake City, Utah 84108.

/MSD 10/21/94
303534M.10

* * *

6109038
06/27/95 11:05 AM 18.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
U S WEST NEWVECTOR GROUP
REC BY: S WEST ,DEPUTY - WI

BK 7176F00005