

10305320
12/20/2007 01:09 PM \$0.00
Book - 9550 Pg - 5547-5565
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY REDEVELOPMENT AGENCY
451 S STATE ST RM 418
SLC UT 84111
BY: ZJM, DEPUTY - MA 19 P.

WHEN RECORDED, PLEASE RETURN TO:

REDEVELOPMENT AGENCY OF SALT LAKE CITY
Room 418, City & County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Executive Director

RECORDED

DEC 19 2007

CITY RECORDER

SECOND AMENDMENT TO RIO GRANDE STREET GRANT OF EASEMENT

THIS SECOND AMENDMENT TO RIO GRANDE STREET GRANT OF EASEMENT (this "Second Amendment") is made this 21st day of September, 2007, by Redevelopment Agency of Salt Lake City, a public agency organized and existing under the Redevelopment Agencies Act ("Agency"), Salt Lake City Corporation, a municipal corporation of the State of Utah (the "City"), and each of the following owners (collectively, the "Owners"): INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company, GATEWAY ASSOCIATES, LTD., a Utah limited partnership, GATEWAY OFFICE 4, L.C., a Utah limited liability company, GATEWAY BLOCK A CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation GATEWAY BLOCK B CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation GATEWAY BLOCK C-1 CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation, and GATEWAY BLOCK C-2 CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation.

RECITALS:

A. Gateway Associates, Ltd., a Utah limited partnership ("Gateway Associates"), Agency and City entered into that certain Rio Grande Street Grant of Easement dated January 3, 2000, and recorded in the office of the Salt Lake County Recorder on January 5, 2000, as Entry No. 7553963 in Book 8336, Pages 1217-1239 (the "Original Easement Agreement" and, as amended by the First Amendment described below, the "Amended Easement Agreement").

B. The Owners are the successors in interest of Gateway Associates to the real property which is the subject of the Original Easement Agreement, which is located in Salt Lake County and is more particularly described in Exhibit A-1 and Exhibit D-1 attached hereto.

C. The Owners, Agency and City entered into that certain First Amendment to Rio Grande Street Grant of Easement dated May 3, 2005 and recorded in the office of the Salt Lake County Recorder on May 6, 2005, as Entry No. 9370280 in Book 9128, Pages 481-496 (together the "First Amendment").

D. The undersigned desire to further amend the Amended Easement Agreement as provided herein.

AGREEMENT:

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Amendment to Recital C. Recital C is amended and restated in its entirety, as follows:

C. In partial consideration of the Agency's agreement to reimburse Owner for certain of its costs associated with the Developer Improvements, Owner has agreed, among other things, to grant to Agency and City a public use easement over Rio Grande Street, in perpetuity, and to record such easement against the portion of the Retail Parcels constituting Rio Grande Street which is legally described on Exhibit "C" attached hereto and incorporated herein by reference ("Rio Grande Easement"). The real property constituting the Rio Grande Easement is sometimes referred to herein as the Rio Grande Easement or Rio Grande Street.

2. Amendment to Exhibit C. Exhibit C to the Amended Easement Agreement, which sets forth the legal description of the Rio Grande Easement, hereby amended and replaced in its entirety with Exhibit C-1.

3. Amendment to Section 9.16. Section 9.16 of the Amended Easement Agreement is hereby amended and restated as follows:

"9.16. **Encroachments.** Agency and City, as applicable, hereby accept the location of (a) the Developer Improvements that are listed on Exhibit E, as depicted on that certain ALTA/ACSM Land Title Survey dated April 29, 2005, prepared by McNeil Engineering and Land Surveying and identified as Project No. 250155, a copy of which has been filed with the Salt Lake County Surveyor's Office, and (b) any Developer Improvements that encroach on the Rio Grande Easement by twelve (12) inches or less (collectively, the encroachments described in (a) and (b) being referred to herein as the "Permitted Encroachments"), and waive any and all rights they may have arising from any encroachment of any Permitted Encroachment upon the Rio Grande Easement. The

rights granted to Owners hereunder include without limitation the right of ingress and egress to use the Developer Improvements that constitute Permitted Encroachments and to use such equipment as is reasonably necessary to, from time to time, install, maintain, repair, inspect, protect, remove and replace such Developer Improvements and keep such Developer Improvements free from ice, snow, debris and obstructions.”

4. No Consents Necessary. Each of the Owners, Agency and City hereby represents and warrants that it does not need to obtain the consent of any other party in order to execute this Second Amendment, except in the case of the Owners, the consent of Wells Fargo Bank, National Association, which is provided below.

5. Miscellaneous. Except as expressly modified by the provisions of this Second Amendment, the Amended Easement Agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Second Amendment and the Easement Agreement, this Second Amendment shall control. The deletion of an entire Section of the Easement Agreement pursuant to this Amendment shall not result in any renumbering of the remaining Sections of the Easement Agreement. The individuals who execute this Second Amendment represent and warrant that they are duly authorized to execute this Second Amendment on behalf of Gateway, Agency and City, as the case may be, and that the parties named are all of the parties and proper parties, and that no other signature, act or authorization is necessary to bind such entities to the provisions of this Second Amendment. This Second Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. Executed originals (or counterpart originals) of this Second Amendment may be delivered by facsimile transmission, which facsimile transmission copies shall be deemed originals.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

[Signature Pages Follow]

OWNERS:

**INLAND WESTERN SALT LAKE CITY GATEWAY,
L.L.C., a Delaware limited liability company**

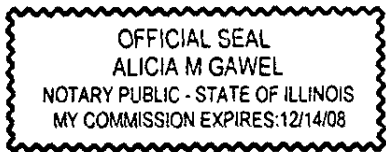
By: Inland Western Retail Real Estate Trust, Inc., a
Maryland corporation, its sole member

By: *Ann M. Sharp*
Name: Ann M. Sharp
Title: Assistant Secretary

STATE OF ILLINOIS)
 : ss.
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this 2ND day of October,
2007, by ANN M. SHARP, _____ of INLAND
WESTERN RETAIL REAL ESTATE TRUST, INC., a Maryland corporation, the sole member
of INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability
company.

Alicia M. Gawel
NOTARY PUBLIC
Residing at: Oak Brook, Illinois
My Commission Expires: 12/14/08



OWNERS CONTINUED:

GATEWAY ASSOCIATES, LTD., a Utah limited partnership, by its general partner

BOYER GATEWAY, L.C., a Utah limited liability company, by its Manager

THE BOYER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: Devon M. Glenn
Title: Manager

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

The foregoing instrument was acknowledged before me this 21 day of September, 2007, by Devon M. Glenn, a manager of The Boyer Company, L.C., which is the manager of Boyer Gateway, L.C., which is the general partner of Gateway Associates, Ltd.

Misty Sandward
Notary Public



GATEWAY OFFICE 4, L.C., a Utah limited liability company, by its manager

THE BOYER COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: Devon M. Glenn
Title: Manager

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

The foregoing instrument was acknowledged before me this 21 day of September, 2007, by Devon M. Glenn, a Manager of The Boyer Company, L.C., which is the manager of Gateway Office 4, L.C.

Misty Sandward
Notary Public



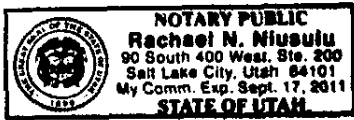
OWNERS CONTINUED:

GATEWAY BLOCK A CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation

By: [Signature]
Name: Steven B. Ostler
Title: Secretary

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

The foregoing instrument was acknowledged before me this 17th day of October 2007, by Steven B. Ostler, the Secretary of Gateway Block A Condominium Association, Inc.



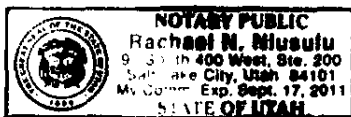
[Signature]
Notary Public

GATEWAY BLOCK B CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation

By: [Signature]
Name: Steven B. Ostler
Title: Secretary

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

The foregoing instrument was acknowledged before me this 17th day of October, 2007, by Steven B. Ostler, the Secretary of Gateway Block B Condominium Association, Inc.



[Signature]
Notary Public

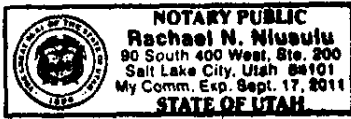
OWNERS CONTINUED:

GATEWAY BLOCK C-1 CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation,

By: [Signature]
Name: Steven B. Ostler
Title: Secretary

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

The foregoing instrument was acknowledged before me this 17th day of October 2007, by Steven B. Ostler, the Secretary of Gateway Block C-1 Condominium Association, Inc.



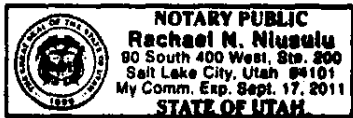
[Signature]
Notary Public

GATEWAY BLOCK C-2 CONDOMINIUM ASSOCIATION, INC., a Utah non-profit corporation,

By: [Signature]
Name: Steven B. Ostler
Title: Secretary

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

The foregoing instrument was acknowledged before me this 17th day of October 2007, by Steven B. Ostler, the Secretary of Gateway Block C-2 Condominium Association, Inc.



[Signature]
Notary Public

AGENCY:

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: *Ross C. Anderson*
Ross C. Anderson
Its: Chief Administrative Officer

By: *A. Bate*
Its: Executive Director

Approved as to legal form by counsel:

Jones, Waldo, Holbrook & McDonough, P.C.

By: *D. Berge*

CITY:

SALT LAKE CITY CORPORATION

By: *Ross C. Anderson*
Ross C. Anderson, Mayor

RECORDED

DEC 18 2007

CITY RECORDER

Attest and Countersign:

Beverly Jones
Chief Deputy City Recorder

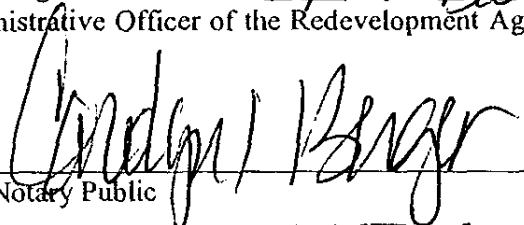


Approved as to form by:

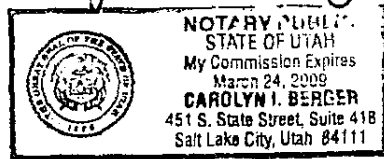
Junkin

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

The foregoing instrument was acknowledged before me this 17 day of December 2007, by Ross C. Anderson, the Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, a public agency.

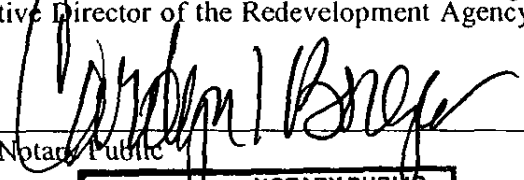


Notary Public

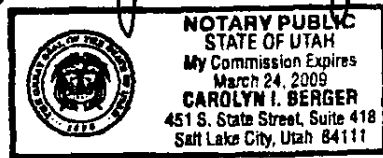


STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 14th day of December 2007, by DJ Baxter, Executive Director of the Redevelopment Agency of Salt Lake City, a public agency.

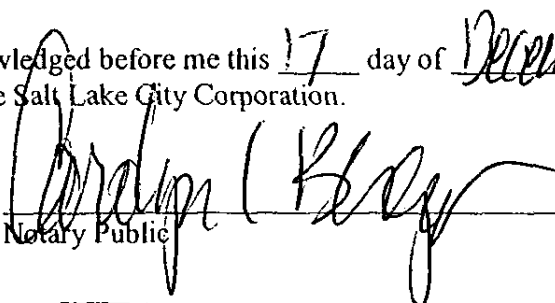


Notary Public

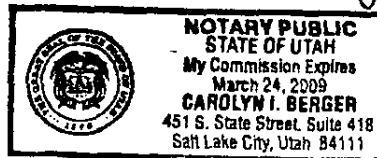


STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 17 day of December 2007, by Ross C. Anderson, the Mayor of the Salt Lake City Corporation.



Notary Public



**CONSENT AND ACKNOWLEDGMENT OF
WELLS FARGO BANK N.A.**

(Lots 3 & 4)

WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2 ("Wells Fargo"), does hereby acknowledge and consent to the foregoing Second Amendment to Rio Grande Street Grant of Easement. Wells Fargo does hereby subordinate the lien of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 18, 2005, by INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company ("Borrower"), to RAND L. COOK, a member of the Utah State Bar ("Trustee"), for the benefit of NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, its successors and assigns, as beneficiary, recorded May 31, 2005 as Entry No. 9390621, in Book 9137, at Pages 7965-8010, of the Official Records of the Salt Lake County Recorder (assigned pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated May 16, 2005, executed by NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, as assignor, in favor of WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2, as assignee, recorded June 2, 2006 as Entry No. 9741441, in Book 9303, at Pages 295-307, of the Official Records of the Salt Lake County Recorder), together with any similar instrument executed, filed and/or recorded in connection therewith (collectively, "Security Instruments"), to this Second Amendment. Such subordination is solely intended to ensure that after any foreclosure of the Security Instruments, City and Agency, and their successors and assigns, shall have the right to use the easements granted pursuant to the Easement Agreement amended by this Amendment. Such subordination shall not be construed as a release of the collateral secured by the Security Instruments or a subordination of the Security Instruments as to any other recorded interest in the real property secured thereby.

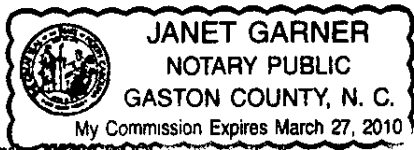
WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2,

By: Wachovia Bank, National Association, solely in its capacity as Servicer pursuant to that Pooling and Servicing Agreement, dated as of June 1, 2005

By: [Signature]
Name: Timothy League
Title: Vice President

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 21 day of Sept., 2007, by Timothy League, a Vice Pres. of Wachovia Bank, National Association, and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself/herself as such officer.



[Signature]
Notary Public

CONSENT AND ACKNOWLEDGMENT OF
ALLSTATE LIFE INSURANCE COMPANY

(Lot 5)

ALLSTATE LIFE INSURANCE COMPANY, an Illinois corporation ("Allstate"), does hereby acknowledge and consent to the foregoing Second Amendment to Rio Grande Street Grant of Easement. Allstate does hereby subordinate the lien of that certain Amended and Restated Deed of Trust, Assignment of Lease, Rents and Contracts, Security Agreement and Fixture Filing, dated as of June 27, 2007, by and between GATEWAY OFFICE 4, L.C., a Utah limited liability company ("Trustor"), LANDMARK TITLE COMPANY ("Trustee"), and ALLSTATE LIFE INSURANCE COMPANY, an Illinois corporation ("Beneficiary"), recorded July 3, 2007 as Entry No. 10152595, in Book 9486, at Page 8625, of the Official Records of the Salt Lake County Recorder, together with any similar instrument executed, filed and/or recorded in connection therewith (collectively, "Security Instruments"), to this Second Amendment. Such subordination is solely intended to ensure that after any foreclosure of the Security Instruments, City and Agency, and their successors and assigns, shall have the right to use the easements granted pursuant to the Easement Agreement amended by this Amendment. Such subordination shall not be construed as a release of the collateral secured by the Security Instruments or a subordination of the Security Instruments as to any other recorded interest in the real property secured thereby.

(rlb)

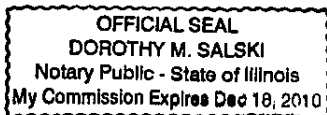
ALLSTATE LIFE INSURANCE COMPANY, an Illinois corporation,

By: *E. Paul McKernan*
Name: AUTHORIZED SIGNATORY
Title: E. PAUL MCKERNAN

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 2007, by E. Paul McKernan AUTHORIZED SIGNATORY ALLSTATE LIFE INSURANCE COMPANY, and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself/herself as such officer.

Dorothy M. Salski
Notary Public



CONSENT AND ACKNOWLEDGMENT OF
WELLS FARGO BANK N.A.
(Lot 6)

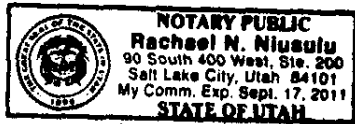
WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), does hereby acknowledge and consent to the foregoing Second Amendment to Rio Grande Street Grant of Easement. Wells Fargo does hereby subordinate the lien of that certain Deed of Trust With Absolute Assignment of Lease and Rents, Security Agreement and Fixture Filing, dated as of June 6, 2005, by and between GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Trustor"), LANDMARK TITLE COMPANY ("Trustee"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Beneficiary"), recorded June 23, 2005 as Entry No. 9413044, in Book 9149, at Pages 2756-2784, of the Official Records of the Salt Lake County Recorder, as the same may have been amended, modified or supplemented pursuant to various instruments of record and together with any similar instrument executed, filed and/or recorded in connection therewith (collectively, "Security Instruments"), to this Second Amendment. Such subordination is solely intended to ensure that after any foreclosure of the Security Instruments, City and Agency, and their successors and assigns, shall have the right to use the easements granted pursuant to the Easement Agreement amended by this Amendment. Such subordination shall not be construed as a release of the collateral secured by the Security Instruments or a subordination of the Security Instruments as to any other recorded interest in the real property secured thereby.

WELLS FARGO BANK , NATIONAL ASSOCIATION,

By: *Ben Bliss*
Name: Ben Bliss
Title: AVP

STATE OF Utah)
) SS:
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 17th day of October, 2007, by Ben Bliss, a AVP of WELLS FARGO BANK, NATIONAL ASSOCIATION, and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself/herself as such officer.



Rachel N. Niusulu
Notary Public

Exhibit A-1

Revised Legal Description of Retail Parcels

RETAIL UNITS 1-4, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided Ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel Nos.: 15-01-177-002-0000, 15-01-177-003-0000, 15-01-177-010-0000 and
15-01-177-011-0000

RETAIL UNITS 1-4, contained within the Block B Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided Ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration.

Tax Parcel Nos.: 15-01-131-001-0000, 15-01-131-002-0000, 15-01-131-003-0000 and
15-01-131-004-0000

RETAIL UNIT, contained within the Block C1 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788087, in Book 2000P at Page 364 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C1 Map") and in the Amended and Restated Declaration of Condominium for Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881708, in Book No. 8450 at Page 4761-4842-A (as said Block C1 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided Ownership interest in said Block C1 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration.

Tax Parcel No.: 15-01-185-001-0000

RETAIL PARCELS (CONT.):

RETAIL UNIT 1, contained within the Block C2 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided Ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration.

Tax Parcel No.: 15-01-130-001-0000

LOT 3, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-016-0000

LOT 4, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-015-0000

LOT 6, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-013-0000

LOT 7, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-012-0000

Exhibit C-1

Revised Legal Description of Rio Grande Easement

Legal Description for Rio Grande Easement #1:

BEGINNING AT A POINT S89°58'15" W, 13.99 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 65, PLATE A, SALT LAKE CITY SURVEY; THENCE ALONG THE SOUTH LINE OF SAID BLOCK, S89° 58'15" W, 50.00 FEET; THENCE N 0°00'06" W, 354.29 FEET; THENCE ALONG A 495.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°09'14" A DISTANCE OF 87.72 FEET, SAID CURVE HAVING A CHORD OF N 5°04'31" E, 87.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 475.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°09'08" A DISTANCE OF 84.17 FEET, SAID CURVE HAVING A CHORD OF N5°04'34" E, 84.05 FEET; THENCE N 0°00'00" E 26.89 FEET; THENCE ALONG A 555.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7°16'05" A DISTANCE OF 70.40 FEET, SAID CURVE HAVING A CHORD OF N3°38'03" W, 70.36 FEET A POINT OF REVERSE CURVATURE; THENCE ALONG A 375.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°03'47" A DISTANCE OF 52.77 FEET, SAID CURVE HAVING A CHORD OF N 3°14'11" W, 52.73 FEET; THENCE S 90°00'00" E, 49.96 FEET; THENCE S 0°00'00" W, 5.20 FEET; THENCE ALONG A 325.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 7°16'05" A DISTANCE OF 41.23 FEET, SAID CURVE HAVING A CHORD OF S 3°38'03" E, 41.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 605.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 7°16'05" A DISTANCE OF 76.75 FEET, SAID CURVE HAVING A CHORD OF S3°38'03" E, 76.69 FEET; THENCE S 0°00'00" E, 26.89 FEET; THENCE ALONG A 525.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 10°09'08" A DISTANCE OF 93.02 FEET, SAID CURVE HAVING A CHORD OF S5°04'34" W, 92.90 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 445.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 10°09'14" A DISTANCE OF 78.86 FEET, SAID CURVE HAVING A CHORD OF S 5°04'31" W, 78.76 FEET; THENCE S 0°00'06" E, 354.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.79 ACRES. (34,619 SQ. FT.)

Legal Description for Rio Grande Easement #2:

BEGINNING AT A POINT SOUTH, 9.71 FEET AND EAST 272.57 FEET FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 80, PLAT "A", SALT LAKE CITY SURVEY; THENCE NO 0°00'00" E, 17.78 FEET; THENCE ALONG A 185.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 8°09'16" A DISTANCE OF 26.33 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N 04°04'38" W, A DISTANCE OF 26.31 FEET; THENCE N 08°09'16" W, 11.85 FEET; THENCE ALONG A 1025.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 15°31'45" A DISTANCE OF 277.81 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N 00°23'23" W, A DISTANCE OF 276.96 FEET; THENCE N 07°22'29" E, 24.79 FEET; THENCE ALONG A 775.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 22°15'57" A DISTANCE OF 301.17 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N 03°45'29" W, A DISTANCE OF 299.28 FEET; THENCE N 14°53'28" W, 24.19 FEET; THENCE ALONG A 233.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 35°20'08" A DISTANCE OF 143.70 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N 02°46'36" E, A DISTANCE OF 141.43 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 363.00 FOOT RADIUS CURVE TO THE LEFT; THROUGH A CENTRAL ANGLE OF 20°26'40" A DISTANCE OF 129.53 FEET, SAID CURVE HAVING A CHORD WHICH BEARS N 10°13'20" E, A DISTANCE OF 128.84 FEET; THENCE N 00°00'00" E, 141.38 FEET; THENCE N 89°58'47" E, 50.00 FEET; THENCE S 00°00'00" W, 141.40 FEET; THENCE ALONG A 413.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 20°26'40" A DISTANCE OF 147.37 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S 10°13'20" W, A DISTANCE OF 146.59 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 183.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°20'08" A DISTANCE OF 112.86 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S 02°46'36" W, A DISTANCE OF 111.08 FEET; THENCE S 14°53'28" E, 24.19 FEET; THENCE ALONG A 825.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 22°15'57" A DISTANCE OF 320.60 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S 03°45'29" E, A DISTANCE OF 318.59 FEET; THENCE S 07°22'29" W 24.79 FEET; THENCE ALONG A 975.00 FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 15°31'45" A DISTANCE OF 264.26 FEET, SAID CURVE HAVING A CHORD WHICH BEARS 00°23'23" E, A DISTANCE OF 263.45 FEET; THENCE S 08°09'16" E, 11.85 FEET; THENCE ALONG A 235.00 FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 8°09'16" A DISTANCE OF 33.45 FEET, SAID CURVE HAVING A CHORD WHICH BEARS S 04°04'38" E, A DISTANCE OF 33.42 FEET; THENCE S 00°00'00" W, 17.78 FEET; THENCE N 90°00'00" W, 50.00 FEET; TO THE POINT OF BEGINNING AND CONTAINING 1.26 ACRES. (54,927 SQ. FT.)

Exhibit D-1

Revised Legal Description of Office Parcels

OFFICE PARCELS:

OFFICE UNIT 1, contained within the Block A Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block A Declaration.

Tax Parcel No. 15-01-177-006-000

OFFICE UNIT 1, contained within the Block B Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block B Declaration.

Tax Parcel No. 15-01-131-005-000

OFFICE PARCELS (Cont.):

OFFICE UNITS 2A, 2B, 2C, 2D, 2E and 2F, contained within the Gateway Block B—Office Unit 2 Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on May 16, 2002, as Entry No. 8235749 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the “Block B—Office Unit 2 Map”) and in the Declaration of Condominium for Gateway Block B—Office Unit 2 Condominium Project, recorded in the office of the Salt Lake County Recorder on May 16, 2002, as Entry No. 8235750, in Book No. 8598 at Pages 7020-7086 (as said Block B—Office Unit 2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B—Office Unit 2 Condominium’s Common Elements that is appurtenant to said Sub-Units as more particularly described in the Block B—Office Unit 2 Declaration.

Tax Parcel Nos. 15-01-131-010-000, 15-01-131-011-000, 15-01-131-012-000, 15-01-131-013-000, 15-01-131-014-000, and 15-01-131-015-000

LOT 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014-0000

Exhibit E

Developer Improvements

Columns supporting 3rd Level Deck, Block C2 Condominium Building
Supporting Columns for Pedestrian Bridge
Corner of Block B Condominium Building
Columns supporting Dick's Canopy
Corner of Block C2 Condominium Building
Street Improvements, including curb and gutter
Surface level facilities (i.e., manhole covers, drainage grates, basins, etc.)
Planter Boxes and similar landscape containers
Bollards
Hand Rails
Light Poles
Fire Hydrants & Water Valves
Above-Ground bridges, canopies and overhangs (i.e. items that do not impede pedestrian or vehicular ingress and egress)
Park Benches
Trash Cans
Landscaping ponds and fountains
Plants, turf and other landscaping features, etc.
Information and traffic signage
Bike racks