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**EASEMENT AGREEMENT
(With Boundary Agreement)**

CITY RECORDER

THIS EASEMENT AGREEMENT (the "Easement Agreement") is executed this 31st day of January, ~~1999~~²⁰⁰⁰, between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("City") and GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Gateway").

RECITALS

A. Capitalized terms which are used in these Recitals and elsewhere in this Easement Agreement are defined in Section 1 of this Easement Agreement.

B. Gateway is developing a Project on Blocks 65, 80 and 83 Plat "A," in Salt Lake City Survey, which is a portion of the land which previously constituted a portion of the rail yards of the Union Pacific Railroad.

C. Gateway is dedicating substantial land in 400 West Street and 500 West Street to the City for use as roadways and for other public purposes and, pursuant to the terms of the dedication, Gateway desires to obtain from the City, and City has agreed to grant to Gateway, certain easements with respect to the dedicated land, and certain additional easements in and under 200 South Street and 100 South Street, in each case between 400 West Street and 500 West Street.

D. Gateway may, but shall not be obligated to, construct a portion of the Parking Facility and the Utility Tunnel in a portion of 100 South Street between 400 West Street and 500 West Street.

E. In connection with such dedication and grant of easements, City and Gateway desire to enter into a boundary agreement and reciprocal quitclaim deeds establishing the boundaries between the Project Area and the City Street Areas.

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

1. Definitions. As used in this Easement Agreement, the following terms shall have the meanings set forth:

- a. "Assessment Lien" is defined in Section 5(b).
- b. "Benefitted Parties" means, with respect to the Project or any portion thereof:
 - i. Gateway and each subsequent Owner and their respective employees, guests, contractors and invitees;

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY REDEVELOPMENT AGENCY
451 S STATE ROOM 418
SLC UT 84111
BY: RDJ, DEPUTY - WI 31 P.

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- ii. Occupants and their respective employees, customers, guests and invitees;
- iii. to the extent permitted or required by easements of record, the public.
- c. "Benefitted Party" means, with respect to the Project or any portion thereof, any one of the Benefitted Parties.
- d. "City" means Salt Lake City Corporation, a municipal corporation of the State of Utah.
- e. "City Street Areas" means the areas located in 400 West Street and 500 West Street, as those streets are depicted and labeled on the Subdivision Plat.
- f. "Claims" means any and all claims, liens, demands, causes of action, controversies, offsets, obligations, losses, damages and liabilities of every kind and character whatsoever, including, without limitation, any action, omission, misrepresentation or other basis for liability founded either in tort, contract or otherwise and the duties arising thereunder, whether currently existing or which may hereafter accrue, whether known or unknown, whether anticipated or unanticipated, whether in law or in equity, whether liquidated or unliquidated, contingent or otherwise.
- g. "Easement Areas" means the Subsurface Areas, the Pedestrian Overpass Easement Area, the Utility Line Easement Areas, the Utility Tunnel Easement Area and the Vehicular Tunnel Easement Area.
- h. "Footings" means the footings of and other structural supports for the Parking Facility and the buildings of the Project constructed from time to time in the Subsurface Areas.
- i. "Franchisee" means any person or entity which has the legal right to use any portion of the City's right-of-way arising by, through or under the City on a basis other than as a member of the general public, pursuant to a franchise, lease, permit or ordinance, or otherwise.
- j. "Gateway" means Gateway Associates, Ltd., a Utah limited partnership, and the successor Owners of the Gateway Retail Parcels under this Easement Agreement.
- k. "Gateway Retail Parcels" shall have the same meaning as is set forth for "Retail Building Parcels" in the Master Declaration.
- l. "Governmental Authorities" means any federal, state or local governmental or quasi-governmental body or agency having jurisdiction over the Easement Areas or the Project Area with respect to a particular specified issue.

- m. "Governmental Requirements" means all laws, ordinances, rules, requirements, resolutions, procedures, policy statements and regulations of Governmental Authorities bearing on the construction, alteration, rehabilitation, maintenance, use, or operation, of improvements in the Easement Areas or the Project Area including, without limitation, those relating to land use, subdivision, zoning, environmental, hazardous materials or other toxic substance, occupational health and safety, water, earthquake hazard reduction, permitting and building and fire codes.
- n. "Improvements" means the Parking Facility (including the Vehicular Tunnel), the Utility Tunnel, the Footings, the Venting Facilities, the Walkway, the Utility Lines and related improvements that may be constructed at any time and from time to time by Gateway or any Owner in the Easement Areas pursuant to this Easement Agreement.
- o. "Incidental Overhangs" means signs, extensions, cornices, or other building extensions located above the surface of the right-of-way of 400 West Street, 500 West Street, 200 South Street and 100 South Street, but which do not extend more than thirty-six (36) inches into such rights-of-way.
- p. "Loss" means any award, cost, expense or loss including, without limitation, attorneys' fees and reasonable investigative and discovery costs, liabilities and judgments.
- q. "Master Declaration" means a document titled Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements executed by Gateway and relating to the Project, which will be recorded subsequent to this Easement Agreement.
- r. "Monetary Obligation" is defined in Section 5(b) of this Easement Agreement.
- s. "Mortgage" means a recorded mortgage, deed of trust or other security instrument or agreement creating a lien or security interest on the Project or any portion thereof or the interest of Gateway or any Owner under this Easement Agreement.
- t. "Mortgagee" means the mortgagee under a recorded Mortgage, the beneficiary under a recorded deed of trust or the secured party under any security instrument.
- u. "Occupant" means any party that, by virtue of a contract to purchase, a lease, a rental arrangement, or any other instrument, understanding, arrangement, or transaction, is entitled to or does occupy or use all or any portion of the Project.
- v. "Owner" means the Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of a fee or an undivided fee interest in any specified part of the Project Area. Notwithstanding

any applicable theory relating to a mortgage, deed of trust, or like instrument, the term "Owner" shall not mean or include a ground lessee or Mortgagee unless and until such Mortgagee has acquired title and possession pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

- w. "Parking Facility" means the underground parking facility to be used in connection with the Project consisting of parking spaces, traffic and circulation lanes, the Vehicular Tunnel, elevators, stairs and other customary items, portions of which may be located in the Subsurface Area in 400 West Street and the Vehicular Tunnel Easement Area.
- x. "Participation Agreement" means the Participation and Reimbursement Agreement between the Redevelopment Agency of Salt Lake City and Gateway dated December 23, 1998.
- y. "Parties" means the City and Gateway, and their respective successors and assigns.
- z. "Party" means the City or Gateway, and their respective successors and assigns.
- aa. "Pedestrian Overpass" means a walkway and retail buildings or kiosks to be located over 100 South Street in the Pedestrian Overpass Easement Area to provide pedestrian access between the portion of the Project located on Block 65 and the portion of the Project located on Block 83, the location of which has been approved by the City but which shall otherwise be subject to Governmental Requirements.
- bb. "Pedestrian Overpass Easement Area" means the area in which the Pedestrian Overpass is located, as depicted on Exhibit "A".
- cc. "Person" means a natural person or a legal entity.
- dd. "Project" means the mixed-use commercial, retail, residential and office development to be located in the Project Area.
- ee. "Project Area" means Lots 1, 2 and 3, as depicted on the Subdivision Plat.
- ff. "Right-of-Way Improvements" means, with respect to a specific city street and right-of-way, the road surface, sidewalk, curb, gutter, trees and landscaping, traffic signals, local utility services (including the Sewer Line) and other typical public right-of-way improvements for other similar downtown streets in Salt Lake City, determined on a non-discriminatory basis.
- gg. "Rio Grande Street Extension" means the extension of Rio Grande Street to be constructed by Gateway through the Project from 200 South Street north into Block 83.

- hh. "Sewer Line" means the existing 48" sanitary sewer line that currently runs in 100 South Street between 400 West Street and 500 West Street, and then proceeds north in 500 West Street adjacent to the Project Area.
- ii. "Subdivision Plat" means that plat titled "The Gateway Minor Plat" which is recorded *Jan 10th*, 2000 as Entry No. *7551235* in the Official Records of Salt Lake County.
- jj. "Subsurface Areas" means:
 - i. a fourteen (14) foot wide strip of land immediately adjacent to the Project Area in the westernmost portion of the right-of-way of 400 West Street, as such street exists after the dedication of the City Street Areas pursuant to Section 2;
 - ii. an eight (8) foot wide strip of land immediately adjacent to the Project Area in the easternmost portion of the right-of-way of 500 West Street as such street will exist after the dedication of:
 - (1) the City Street Areas pursuant to Section 2; and
 - (2) the additional sixty (60) foot wide strip of land east of 500 West Street as contemplated by Section 6.1 of the Participation Agreement;
 - iii. a ten (10) foot wide strip of land immediately adjacent to the Project Area in the northernmost portion of the right-of-way of 200 South Street;
 - iv. a ten(10) foot wide strip of land immediately adjacent to the Project Area in the northernmost portion of the right-of-way of 100 South Street between 400 West and 500 West; and
 - v. a ten (10) foot wide strip of land immediately adjacent to the Project Area in the southernmost portion of the right-of-way of 100 South Street between 400 West and 500 West.

The descriptions of the Subsurface Areas (including the elevation below which the subsurface rights exist) are set forth on Exhibit "A". The Subsurface Areas shall not include, and the Improvements shall not be constructed within, the two (2) foot area immediately below finished grade. Upon completion of the Project, Gateway shall prepare a metes and bounds description of the Subsurface Areas, including subsurface elevations, and shall record the same as a supplement to this Easement Agreement.

- kk. "Use" means, with respect to an Easement Area, the right granted to Gateway, and Owner and the Benefitted Parties pursuant to this Easement Agreement to

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construct, maintain, operate, repair, utilize, park in, drive vehicles over, benefit from and otherwise deal with the Improvements in the Easement Area.

- ii. "Utility Lines" means any lines, pipes, boxes, grease traps, meters, conduits or other facilities owned or used by Gateway or the Occupants, which provide electricity, natural gas, telephone, fiber optic cable, or other utility services to or from the Project (but not to or for users located outside the Project Area or in the Union Pacific Depot) or to Union Pacific Railroad Company, whether existing or constructed after the date of this Easement Agreement.
- mm. "Utility Line Easement Areas" means the locations where Utility Lines may be located from time to time under 100 South Street as contemplated by Section 12; provided, Utility Line Easement Areas does not include the Vehicular Tunnel Easement Area or the Utility Tunnel Easement Area, both of which may also contain Utility Lines.
- nn. "Utility Tunnel" means a tunnel under 100 South Street in which Utility Lines will be located, as depicted on Exhibit "A".
- oo. "Utility Tunnel Easement Area" means the space in which the Utility Tunnel is located.
- pp. "Vehicular Tunnel" means a portion of the Parking Facility consisting of a tunnel under 100 South Street in the Vehicular Tunnel Easement Area. The Vehicular Tunnel will be used to provide vehicular and pedestrian access between portions of the Parking Facility located on Block 65, Plat "A" Salt Lake City Survey, and Blocks 80 and 83, Plat "A" Salt Lake City Survey. In addition, parking spaces and Utility Lines may be located in the Vehicular Tunnel.
- qq. "Vehicular Tunnel Easement Area" means the space in which the Vehicular Tunnel will be located, as depicted on Exhibit "A".
- rr. "Venting Facilities" means the intakes and/or outlets used in connection with the air circulation system for the Project and the Parking Facility and for the Occupants, to be located in the Subsurface Areas. The locations of all Venting Facilities shown on the Exhibits to this Easement Agreement are approximate locations only and shall be subject to adjustments reasonably agreed upon by City and Gateway.

2. Boundary Agreement and Quitclaim. City and Gateway desire to agree upon the boundaries between the tracts of land owned by the City and the tracts of land owned by Gateway. Accordingly, except as set forth in this Easement Agreement:

- a. City hereby quitclaims to Gateway any right, title and interest it may own in and to the Project Area.

- b. Gateway hereby quitclaims to City any right, title and interest it may own in and to the City Street Areas.

3. Grant of Easements by City. City hereby grants to Gateway, each successor Owner and the Benefitted Parties easements and rights as follows:

- a. The right to Use the Vehicular Tunnel Easement Area for the vehicular and pedestrian access, the Parking Facility and Utility Lines.
- b. The right to Use the Utility Tunnel Easement Area for Utility Lines.
- c. The right to Use the Subsurface Areas for the Footings, the Utility Lines and the Venting Facilities.
- d. The right to use the Subsurface Area in the right-of-way of 400 West Street for a Parking Facility; provided, the top of the Parking Facility shall be at least two (2) feet below the top surface of the sidewalk, and the eastern edge of the Parking Facility (but not including Footings) shall not extend more than ten (10) feet horizontally into the Subsurface Area of 400 West Street (i.e., except for Footings, the Parking Facility shall not be located in the easternmost four (4) feet of the Subsurface Area in 400 West Street).
- e. The right to Use the Pedestrian Overpass Easement Area for the Pedestrian Overpass and retail purposes.
- f. The right to any Incidental Overhangs provided that such Incidental Overhangs otherwise comply with Governmental Requirements.

Gateway may construct Improvements in the Subsurface Areas and the Vehicular Tunnel Easement Area and may Use such Improvements for all lawful purposes related to the use of the Project.

4. Reservations by City. Except to the extent the same may impact any rights of Gateway under this Easement Agreement, City reserves the non-exclusive right to utilize (and may grant to its Franchisees the non-exclusive right to utilize) for utility, landscaping and any other lawful purpose the portions of the Subsurface Areas not actually occupied by Improvements or reasonably contemplated to be occupied by Improvements but only if and to the extent such use by the City or its Franchisees does not materially interfere with the Use of such Improvements by Gateway as contemplated by this Easement Agreement.

5. Right of City to Cure; Assessment Lien.

- a. Should Gateway fail to timely perform any of its obligations under this Easement Agreement and such failure shall continue for thirty (30) days after its receipt of notice from City (or, if a cure takes longer than thirty (30) days to effect, such

longer period as may be required to cure if the cure is commenced within thirty (30) days and thereafter diligently prosecuted to completion) then City shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation and Gateway shall reimburse the City for the cost of performing such obligation within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event Gateway does not reimburse City within such ten (10) days, City shall have the right to exercise any and all rights it might have at law or in equity to collect the same. Notwithstanding the cure period allowed to Gateway by this Section 5(a), if an emergency requires immediate action to avoid damage to property or individuals and it is not feasible to notify Gateway or Gateway does not immediately commence to cure, City may commence to cure and shall provide notice to Gateway of such action as soon as possible and, to the extent it is thereafter feasible, Gateway shall have the right to complete any work required to cure.

- b. In the event any sum of money shall be payable by Gateway pursuant to Section 5(a) of this Agreement to City (a "Monetary Obligation"), and such Monetary Obligation is not paid when due and after expiration of any applicable grace period set forth in Section 5(a), as extended for any Mortgagee pursuant to the provisions of Section 11, then the Agency or City, as the case may be, shall have the right to record, in the official records of Salt Lake County with respect to the Gateway Retail Parcels, an assessment lien (the "Assessment Lien") which shall set forth the then delinquent amount of the Monetary Obligation by Gateway. Upon recordation of such Assessment Lien, the delinquent Monetary Obligation shall constitute a lien upon the Gateway Retail Parcels. In the event the amount secured by such Assessment Lien has been recorded, the City may enforce payment of the assessment or other amount due, or enforce the Assessment Lien against the Gateway Retail Parcels and interest of the fee title Owner of the Gateway Retail Parcels by taking either or both of the following actions, concurrently or separately:

(1) Bringing an action at law against the Owner of the Gateway Retail Parcels.

(2) Foreclosing the Assessment Lien against the Gateway Retail Parcels in accordance with the then prevailing applicable law relating to the foreclosure of mortgages (including the right to recover any deficiency); or

(3) Pursuing any other remedy at law or in equity.

(c) The Assessment Lien provided for above shall be superior to any and all other charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon the Gateway Retail Parcels; provided, however, that such Assessment Lien shall be subject and subordinate to:

(1) Liens for taxes and other public charges which by applicable law are expressly made superior;

(2) The lien of any Mortgage recorded prior to the date of recordation of the Assessment Lien; and

(3) The rights of any and all tenants (except tenants which control, are controlled by or are under common control with an Owner) occupying any portion of the Parcel under written leases executed prior to the date of the Assessment Lien.

(d) Any provision contained in this Agreement to the contrary notwithstanding, any Owner of a portion of the Gateway Retail Parcels shall have the right to contest, in a court of competent jurisdiction, the recordation of any Assessment Lien against the Gateway Retail Parcels on the basis that the recordation of such Assessment Lien or the amounts claimed to be delinquent therein is or are incorrect or improper under the provisions of this Agreement. The prevailing party in such action shall be entitled to recover from the other party or parties its reasonable attorneys' fees incurred in connection with such action.

(e) Upon the curing of any default for which an Assessment Lien was recorded, the person recording such Assessment Lien shall record an appropriate release of such Assessment Lien.

6. Construction of Improvements in Easement Areas and Right-of-Way Improvements.

- a. Plan Submission. The construction of the Improvements by Gateway shall be performed in accordance with Governmental Requirements and otherwise in a manner reasonably satisfactory to the City and in a manner so as to provide sub-adjacent and lateral support for all Right-of-Way Improvements and adequate space for non-relocated utilities. Gateway may redesign and reconstruct the Improvements at any time and from time to time as it deems appropriate, subject to Governmental Requirements. Prior to the commencement of any construction or reconstruction of the Improvements, Gateway shall furnish the City with a copy of the proposed plans and specifications for said Improvements for review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing or any other provision of this Agreement, the plans and specifications, and manner of construction, of any Improvements located under or within five (5) feet of the Sewer Line shall be subject to the absolute approval authority of the City. The approval of the City shall not be construed as a waiver of any obligation on the part of Gateway to comply with Governmental Requirements, any covenants under this Easement Agreement or any other legal obligations of Gateway, nor constitute a representation or warranty by the City that such Governmental Requirements, any covenants under this Easement Agreement or any other legal obligations of Gateway have been or can be satisfied.

- b. Gateway's Duty to Maintain Sub-adjacent Support. Excavation by Gateway will be required that may affect the sub-adjacent and lateral support of surrounding properties and the City's use for Right-of-Way Improvements and surface use by the public. Gateway agrees and warrants that it will provide, in perpetuity, adequate sub-adjacent and lateral support to all abutting property owners for their improvements in existence on the date of this Easement Agreement and for the Right-of-Way Improvements; provided, Gateway's obligation to provide sub-adjacent and lateral support for Right-of-Way Improvements shall not include obligations to provide support greater than that required by typical Right-of-Way Improvements in downtown streets in Salt Lake City. The proviso to the previous sentence notwithstanding, in constructing, operating, maintaining, repairing and replacing the Improvements, Gateway shall employ all means and methods required by the City to protect, support, and maintain the structural integrity, functionality and serviceability of the Sewer Line at all times during construction and for so long as this Easement Agreement shall be in force and effect.
- c. Relocation of Utilities. Gateway shall obtain appropriate approvals and permits, execute the City's standard form of Utilities Relocation Agreement and pay (or cause to be paid by Persons other than the City) all costs associated with relocating, moving or modifying utilities, water pipes, sewer lines, storm drains or other improvements required in connection with the construction of the Improvements in the Easement Areas. The City shall not be obligated to pay any portion of the foregoing costs, except for any costs of increasing design capacity of the utility lines or facilities, or upgrades to the Right-of-Way Improvements in excess of then existing code standards (except for the upgrade of the 10" water line in 400 West Street to 12", which upgrade shall be paid by Gateway). Nothing in this subsection 9(c) shall be construed as imposing on Gateway any costs of relocating utilities which are properly allocated to parties other than the City pursuant to Governmental Requirements or agreements with such other parties.
- d. Sewer Line. The Utility Tunnel and the Vehicular Tunnel shall be constructed under the Sewer Line in 100 South Street. The Sewer Line shall not be relocated, nor shall use of the Sewer Line be interrupted. Gateway shall provide sub-adjacent and lateral support for the Sewer Line pursuant to Section 6(b).
- e. Surface Restoration. After constructing or reconstructing the Improvements, Gateway shall restore or reconstruct the surface owned by the City to a condition similar to the pre-construction condition or, in connection with new construction, in accordance with plans and specifications submitted by Gateway and approved by City. This work shall include the Right-of-Way Improvements set forth on the attached Exhibit "B".
7. Maintenance of Improvements. Gateway shall maintain the Improvements in good condition and repair at its sole cost and expense.

- a. General Maintenance. With such prior written notice as may be reasonable in connection with the proposed activities, to Gateway and each Mortgagee, City and its Franchisees shall have the right to enter the Easement Areas for the purpose of maintaining, altering, replacing, removing or relocating its Right-of-Way Improvements. With such prior written notice as may be reasonable in connection with the proposed activities, to City and Agency, Gateway shall have the right to enter the tracts of land owned by the City adjacent to the Project Area for the purpose of maintaining, altering, replacing, removing or relocating the Improvements, subject to Governmental Requirements. Notwithstanding the foregoing, notification of Gateway or City, as the case may be, shall not be required in the case of an emergency requiring immediate access; provided that Gateway or the City, as the case may be, shall notify the other Persons entitled to notice of such entry verbally and in writing as soon as reasonably possible. Nothing in this Easement Agreement shall be construed to limit the use of the surface of the public rights-of-way within the Project Area for purposes of public rights-of-way.
- b. Maintenance of Surface Right-of-Way Improvements. Following construction or reconstruction of Right-of-Way Improvements by Gateway, Gateway shall not be responsible for, nor shall it bear any portion of, the costs of maintaining and repairing the Right-of-Way Improvements, except as otherwise provided in this Easement Agreement. Gateway shall pay the costs of and be responsible for maintenance and repairs necessitated by reason of the failure of Gateway to provide adequate sub-adjacent and lateral support. Except for periods of construction or reconstruction, which may require temporary closure of some or all of the public streets in the Vehicular Tunnel Easement Area or sidewalks in the Subsurface Areas, Gateway agrees that its development or use of the Vehicular Tunnel Easement Area and the Subsurface Areas shall not materially jeopardize the integrity or condition of the public streets or sidewalks. Any material deterioration of the Improvements or any deterioration impacting the structural integrity of the Improvements shall be corrected prior to any adverse long-term impact on the Right-of-Way Improvements. In addition:
- i. Gateway shall bear the costs of repair of any easement or any improvement or property of the City or any City Franchisee that is damaged by Gateway during its use and development of the Improvements, which repair shall be performed as soon as reasonably possible following such damage, and in any event not later than ten days following such damage; provided, however, that in the event such repairs cannot be reasonably completed within such ten (10) day period, the City shall grant an appropriate extension of time, provided that repairs are commenced within such ten (10) day period and diligently pursued to completion.
- ii. Gateway shall pay any increased cost of maintaining any Right-of-Way Improvement, but only to the extent such increased cost is attributable to

and caused by the added burdens imposed because of, and which would not have been incurred but for, the nature of the Improvements .

- c. Remedies for Failure to Maintain. In the event Gateway shall fail to reasonably maintain, repair or replace the Improvements in accordance with this Easement Agreement, the City may give written notice of such failure to Gateway and each Mortgagee demanding that corrective action be undertaken. Should Gateway or such Mortgagees not begin to correct the failures or breaches within thirty (30) days or such other shorter time as reasonably necessary to cure an exigent circumstance, the City, upon notice to Gateway and such Mortgagees, shall have the right, but not the obligation, to maintain, repair and replace the Improvements at Gateway's cost and expense. However, if Gateway or any Mortgagee is pursuing corrective action with commercially reasonable diligence, the foregoing thirty (30) day period shall be extended by the City, as reasonably necessary to allow completion of maintenance, repair or replacement by Gateway or any Mortgagee. If the City performs such maintenance, repair or replacement for Gateway in accordance with the terms of this Section, Gateway shall reimburse the City within thirty (30) days after written demand for payment is made. This remedy is in addition to any and all other legal and equitable remedies of the City at law or in equity, which are hereby all expressly reserved.

8. Compliance With Laws. In exercising its rights pursuant to this Easement Agreement, Gateway, each successor Owner shall comply, and shall cause the Benefitted Parties to comply, with all Governmental Requirements.

9. Unrecorded Easements or City Granted Franchise Rights. The City and Gateway have reviewed the Official Records of Salt Lake County. Except as disclosed in Exhibit "C", the City is not aware of any encumbrances or rights held by third Persons and burdening the Easement Areas. If any such encumbrances or rights are subsequently claimed, the City will use its best efforts to exercise its powers and terminate such encumbrances or rights. In the event any third Person shall own a vested unrecorded easement or franchise right over, under or across the Easement Areas that is not identified in Exhibit "C" of this Easement Agreement, Gateway shall, to the extent required, bear the ordinary and necessary costs of relocation, buy-out, termination or removal of said easement or franchise right.

10. Damage or Destruction.

- a. If the Improvements constructed by Gateway in the Easement Areas shall be damaged or destroyed by any cause whatsoever, then, to the extent such damage or destruction to the Improvements adversely affects the use by the City or the public of the Right-of-Way Improvements (including, without limitation, the Sewer Line), Gateway shall proceed with due diligence to remove any debris and restore the Right-of-Way Improvements to substantially the same condition as immediately prior to such damage or destruction.

- b. The City shall not be liable for any damage from any source to the Improvements, including water-caused damage or injuries resulting from leaks, seepage or water intrusion from any other source that may occur in any underground Improvements. Notwithstanding the provisions of the foregoing sentence, the City shall be responsible for and shall indemnify Gateway against water damage proximately caused by its gross negligence. Gateway acknowledges that the Sewer Line may not presently be, or continue to be, watertight, and that groundwater and other water is and may be conducted along the outside of the Sewer Line by virtue of its design and construction characteristics. The City shall have no obligation whatsoever to reduce or ameliorate the adverse effects from such leakage, seepage or presence of water.
- c. Gateway shall obtain and maintain liability and property damage insurance against liability for any Claims or Losses arising out of any damage to property or injuries to persons or loss of life in connection with the construction, operation, use or maintenance of the Parking Facility and the Utility Tunnel including, without limitation, damage or loss of life caused by a break or leak in the Sewer Line, settlement of the Sewer Line or the conduction of ground water by the Sewer Line and its related drain. Such insurance shall include coverage for flooding and water damage, and shall cover pollution liability for both sudden and accidental, and gradual pollution. Such insurance shall provide coverage on an "occurrence basis," shall be maintained with limits of not less than Five Million Dollars (\$5,000,000.00), and shall include such other terms as the City may reasonably approve. City shall be named as an additional insured on all policies procured pursuant to this Section 10(c). The City agrees that the obligation of Gateway to provide insurance coverage of the types and with the limits and terms described herein shall be subject to the availability of such insurance at commercially reasonable rates.

11. Title and Mortgage Protection.

- a. Gateway and any successor Owner may execute and record a Mortgage or Mortgages with respect to the Project Area or the Easement Areas or any portion of the Project Area or the Easement Areas, and its interest under this Easement Agreement.
- b. Each Mortgagee of record with respect to the Project Area, the Easement Areas or the rights of Owner under this Easement Agreement which provides written notice of its Mortgage and its address to the City, shall be given a copy of any notice to Gateway, including, without limitation, any notice of default, and an opportunity to cure any default as provided in this Easement Agreement. Failure to deliver the required notice to a particular Mortgagee shall not operate to extend or suspend the effectiveness of any notice which was properly delivered to any other Mortgagee or to Owner.

- c. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu thereof, any Mortgagee interested under any Mortgage affecting the Project Area or Easement Areas or any portion of the Project Area or Easement Areas shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Easement Agreement.

12. Additional Utility Line Easements. Gateway may from time to time require additional Utility Lines under 100 South Street in areas other than the Utility Tunnel Easement Area or the Vehicular Tunnel Easement Area. All Utility Line Easement Areas under 100 South Street outside of the Subsurface Areas required for additional Utility Lines shall be subject to the approval by the City, which shall be processed in accordance with its then existing procedures and practices applied on a non-discriminatory basis; provided, with respect to any Utility Lines located under or within five (5) feet of the Sewer Line, the approval of the City may be conditioned on Gateway employing, in connection with the construction, operation, maintenance, repair and replacement of such Utility Lines, all means and methods required by the City to protect the structure, integrity, functionality and serviceability of the Sewer Line at all times during construction and for so long as the Utility Lines shall be used. The Utility Line Easement Areas shall be at a depth which do not interfere with the Right-of-Way Improvements and shall comply with all Governmental Requirements. In addition, no Utility Lines shall be located within a space lying between the surface and the horizontal area which extends five (5) feet on either side of the Sewer Line.

13. Duration. This Easement Agreement and each easement, covenant, restriction and undertaking of this Easement Agreement shall be perpetual but shall cease as to any Easement Area if, at any time after December 31, 2004, such Easement Area is not Used for a period of twelve (12) consecutive months (as extended by periods during which Use is impractical due to circumstances beyond the control of Gateway or any Owner), or upon default as provided in Section 14.

14. Default. The rights under this Easement Agreement shall terminate as to an Easement Area upon the expiration of thirty (30) days after written notice by the City to Gateway and to any Mortgagee of any breach or default under this Easement Agreement with respect to that Easement Area and the failure of Gateway or any Mortgagee to cure such default within said thirty (30) day period; provided, if a cure requires more than thirty (30) days, the cure period shall be extended for such period as is reasonably required to effect a cure if, but only if, Gateway or a Mortgagee commences such cure within the thirty (30) day period and diligently pursues the cure to completion.

15. Modification. This Easement Agreement and any easement, covenant, restriction or undertaking contained in this Easement Agreement may be terminated, extended, modified, or amended by written agreement between the City and the majority in interest of the then Owners of the Gateway Retail Parcels, voting by square footage of building area located on the Gateway Retail Parcels owned by each of said Owners.

16. Indemnification: Insurance. Notwithstanding the fact that the City is the Owner of the Easement Areas:

- a. Gateway hereby indemnifies, holds harmless and agrees to defend the City from and against all Claims and Losses on account of injury to persons, loss of life or damage to property, and civil fines and penalties imposed under federal or state laws pertaining to pollution of or discharge of hazardous waste or sewage into, air, water or land occurring in connection with or arising from the Improvements including, without limitation, Claims and Losses arising out of any break of or leak in the Sewer Line; provided, Gateway does not indemnify City against any Claims or Losses which are caused by the gross negligence or intentional wrongful act of City or its agents, servants or employees, or claims or losses which are not caused by or arise as a result of the Improvements.
- b. Gateway shall maintain liability insurance, which shall be in such coverage amounts, subject to such deductibles and shall insure against such risks as is customary and commercially reasonable for projects similar to this Project.
- c. Nothing in this Section shall be construed as a waiver of any defense, claim or right of immunity on the part of the City, existing at common law or by statute, and Gateway shall not be obligated to indemnify or hold City harmless against any claim as to which City is finally determined to be immune.

17. No Taking. The City and Gateway have each reviewed the values and other pertinent information relating to the foregoing conveyance and the grant of rights and easements under this Easement Agreement and have determined that City and Gateway have each received fair value for the rights and interests exchanged pursuant to this Easement Agreement. Gateway waives any claim that a taking or condemnation has occurred in connection with its dedications and obligations contemplated by this Easement Agreement.

18. Abandonment. If Gateway abandons use of any Improvements, Gateway shall notify City in writing of such abandonment within six (6) months thereof. Upon written notice by City to Gateway, Gateway at its sole cost and expense, shall promptly remove any such abandoned Improvements and restore the area in which the Improvements were located to a condition compatible with the surrounding City use. Upon written approval of the City, Gateway may abandon any underground Improvements without removal, in such manner and upon such terms as are reasonably accepted by the City.

19. Taxes. If and to the extent that real property taxes, assessments or privilege taxes or other similar charges are levied on Gateway's interest in the Easement Areas as created pursuant to this Easement Agreement, Gateway shall pay such taxes, assessments or charges.

20. Mutuality; Reciprocity; Runs with Land.

- a. Each and all of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Project Area and each portion of the Project Area, and none of the easements, restrictions, covenants and rights may be transferred, assigned, or encumbered except as an appurtenance to the Project Area and each portion of the Project Area. For the purposes of the easements, restrictions, and rights, the Project Area and each portion of the Project Area shall constitute the dominant estate, and the Easement Areas shall constitute the servient estate.
- b. Each and all of the covenants, restrictions, conditions, and provisions contained in this Easement Agreement, whether affirmative or negative in nature:
 - i. are made for the direct, mutual and reciprocal benefit of the Project Area and each portion of the Project Area;
 - ii. will create mutual equitable servitude upon the Easement Areas in favor of the Project Area and shall constitute covenants running with the land;
 - iii. will bind every Person having any fee, leasehold, or other interest in any portion of the Easement Areas or the Project Area at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition or provision is to be performed on such portion; and
 - iv. will inure to the benefit of the Gateway and its respective successors and assigns as to the Project Area and each portion of the Project Area.

21. Miscellaneous Provisions.

- a. The Parties do not by this Easement Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.
- b. Failure of a Party to insist upon the strict performance of any provision or to exercise any election under this Easement Agreement shall not be construed as a waiver for the future of any such provision or election.
- c. No provision of this Easement Agreement shall be deemed to have been waived unless such waiver be in writing signed by each other Party.
- d. If any provision of this Easement Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Easement Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected

thereby and each provision of this Easement Agreement shall be valid and enforced to the fullest extent permitted by law.

- e. All provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns.
- f. Each person executing this Easement Agreement individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the Person for which it is signing (whether it be a corporation, general or limited partnership or otherwise), and that this Easement Agreement is binding upon said Person in accordance with its terms.
- g. This Easement Agreement shall be construed in accordance with the laws of the State of Utah without application of any statute, court decision or principle of law that would apply or refer to the law of another state or foreign country.

[Signatures appear on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Easement Agreement on the date first set forth above.

"CITY"

SALT LAKE CITY CORPORATION

By *Dale Lund*

Its Mayor

Attest and Countersign:

Christina Meeker
Chief Deputy City Recorder

Approved as to form
by

Chris Burkoff

RECORDED

JAN 12 2000

CITY RECORDER



"Gateway"

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 *H. Roger Boyer*
H. Roger Boyer,
Chairman and Manager

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

On the 3rd day of January, ²⁰⁰⁰~~1999~~, personally appeared before me Deedee Corradini, who being by me duly sworn did say that she is the _____ of SALT LAKE CITY CORPORATION, and that the within and foregoing instrument was signed on behalf of said corporation.

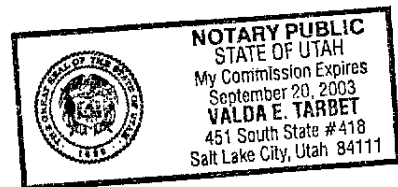
My Commission Expires:

9/20/03

Valda E. Tarbet

NOTARY PUBLIC

Residing at: _____



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

On the 3rd day of January, ²⁰⁰⁰~~1999~~, personally appeared before me H. Roger Boyer, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn (or affirmed), did say that he is the Chairman and 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., and that said document was signed by him on behalf of said entities.

My Commission Expires:

9/20/03

Valda E. Tarbet

NOTARY PUBLIC

Residing at: _____

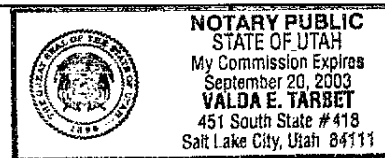
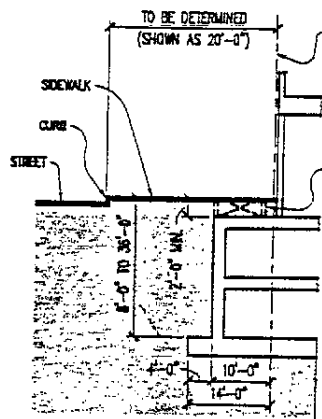
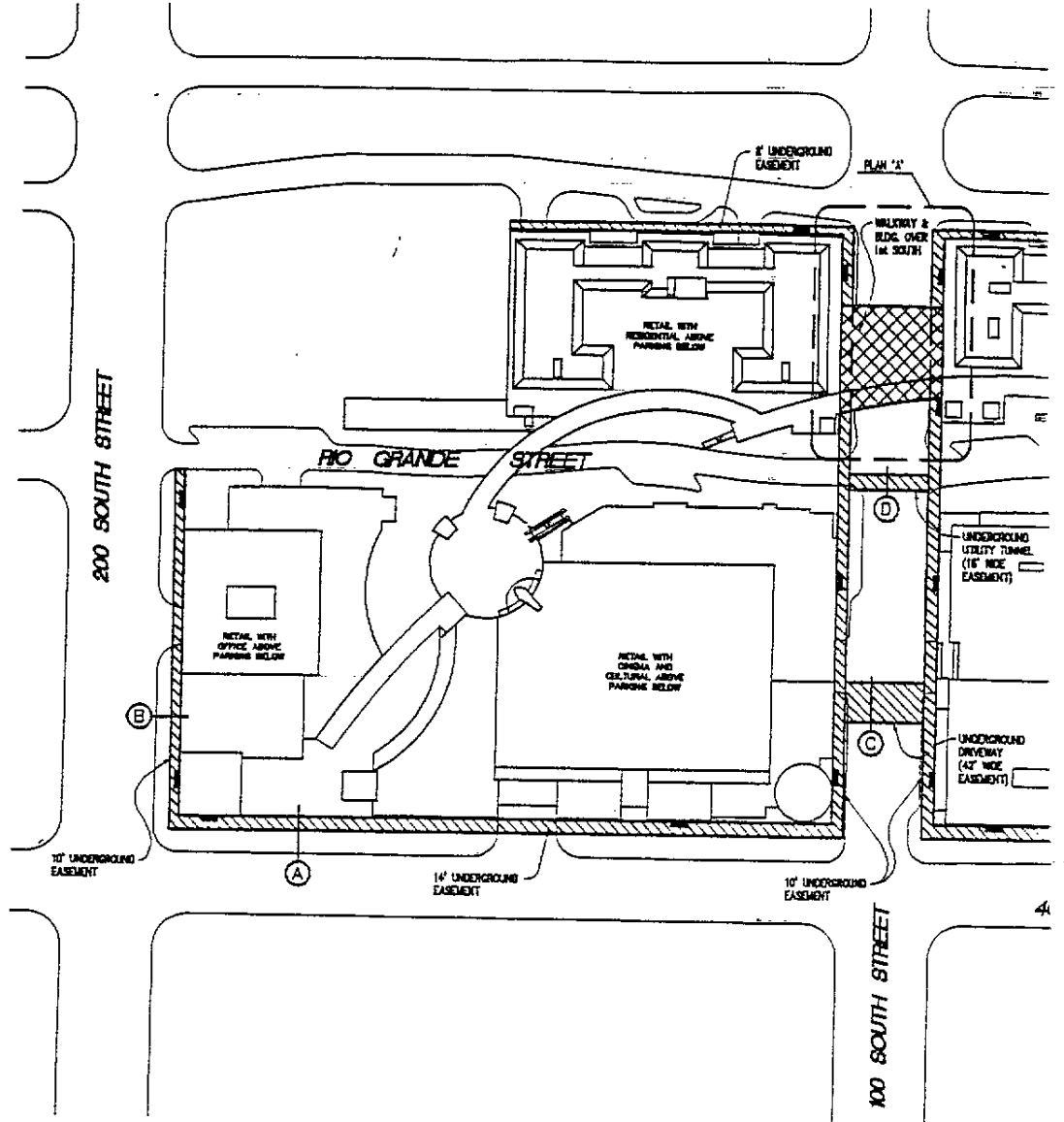
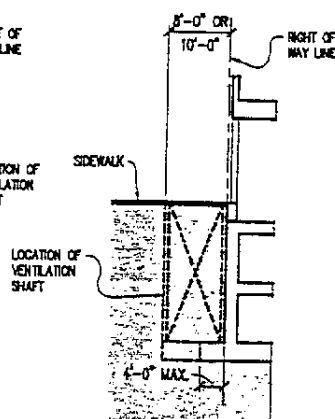


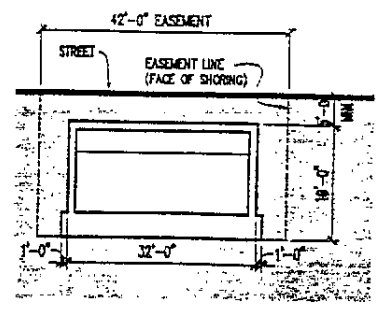
Exhibit "A"



A 400 WEST PROFILE



B 100 & 200 SOUTH / 500 WEST PROFILES



C DRIVEWAY TUNNEL SECTION



Salt Lake City Gateway DISTRICT

Owner
GATEWAY ASSOCIATES, LTD.
 127 South 60th East, Suite 310
 Salt Lake City, Utah 84102
 (801) 621-4781

Design Architect

MHTN ARCHITECTS, INC.
 Architecture Urban Design
 Jon A. James, F.A.I.A.
 913 Ocean Front Walk
 Venice, California 90291
 (310) 398-1887

Coordinating Architect

MHTN ARCHITECTS, INC.
 420 East South Temple
 Suite 100
 Salt Lake City, Utah 84111
 Telephone (801) 596-6700
 Telefax (801) 596-6717
 www.mhtn.com

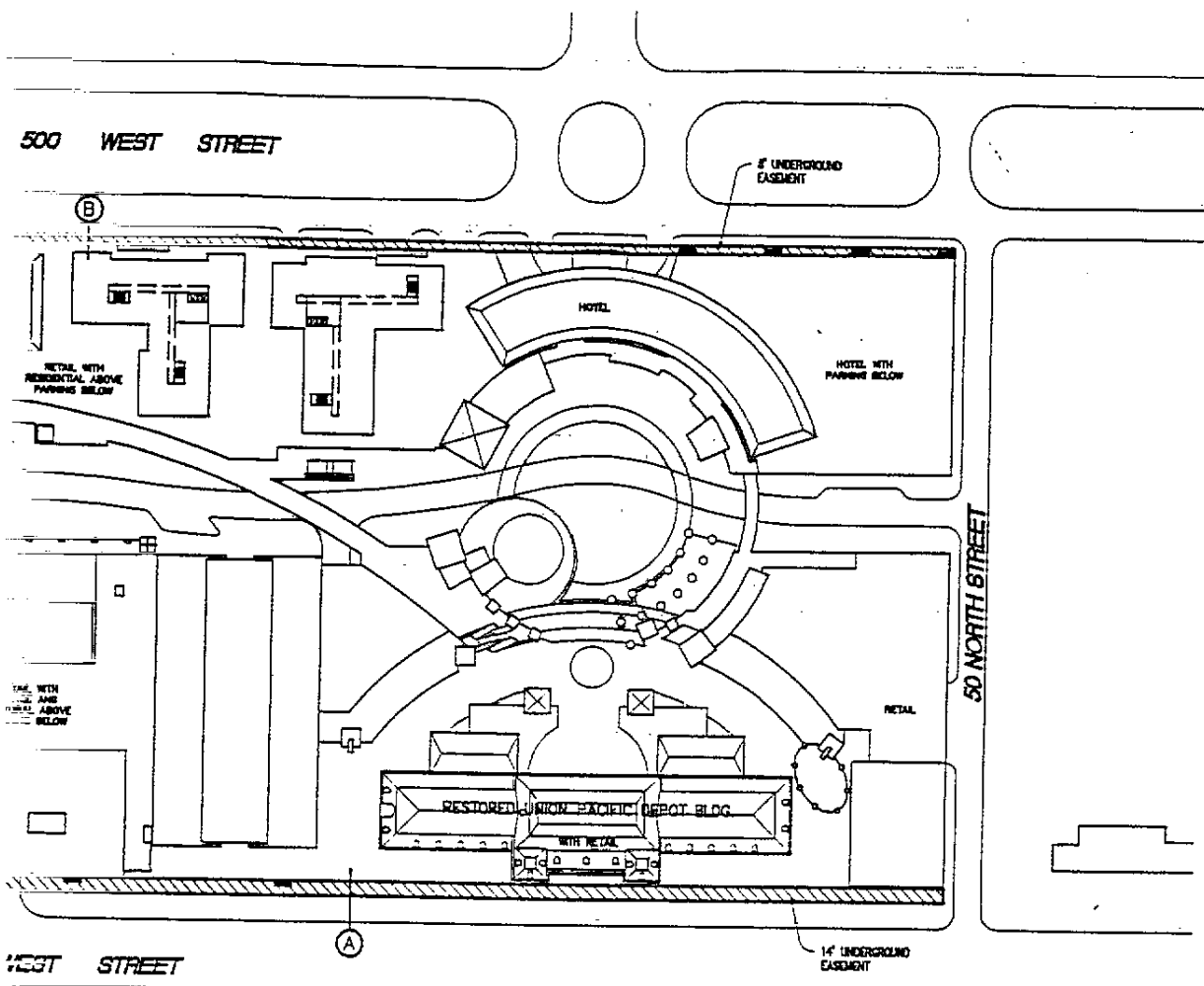


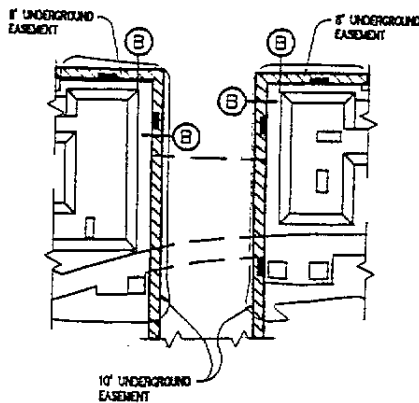
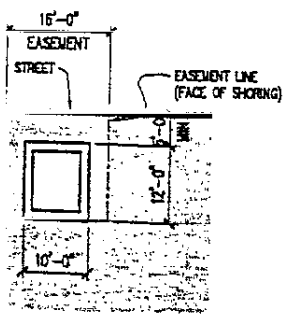
Exhibit Plan



STREET EASEMENT AGREEMENT EXHIBIT 'A2'

UNDERGROUND EASEMENTS FOR VEHICULAR RAMP, UTILITY EASEMENTS, FOOTINGS, FOUNDATIONS, PARKING EXPANSION, ETC., AS WELL AS WALKWAY & BUILDING OVER 1st SOUTH

LEGEND	
	OVERHEAD EASEMENT
	UNDERGROUND EASEMENT
	APPROXIMATE LOCATION OF VENTILATION AIR SHAFTS (CLEAR DIMENSION OF 6' x 18.75' MAX.)



PLAN 'A' - 100 SOUTH LEVEL



▲	_____		
▲	_____		
▲	_____		
▲	_____		
▲	_____		
No.	By	Date	Revised

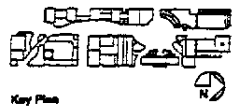


Exhibit Plan 'A2' Street Easement Agreement

Sheet Title
 Job No. 06162
 Date 21 DECEMBER 1999
 Scale 1" = 80'-0"

PLANNING COMMISSION SUBMITTAL

SD1.2-A2

Sheet No.

BK 8336 Pg 1 90

EXHIBIT "B"

Schedule of Surface Restoration Improvements

Gateway shall construct all Right-of-Way Improvements (but not including a new Sewer Line) in conformance with City standards for right-of-way improvements and sidewalk beautification. Prior to designing the right-of-way improvements, Gateway shall obtain from City the required locations of curbs. Prior to constructing Improvements within the Easement Areas, Gateway shall obtain approval and public way permits from the City. Prior to submitting plans for 400 West Street to the City for approval, Gateway shall have such plans reviewed by UTA and shall provide the City with UTA's written comments on the plans.

EXHIBIT "C"

Title Exceptions

[To be supplied by City]

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

ISSUED BY:

METRO NATIONAL TITLE
111 East Broadway, #111
Salt Lake City, Utah 84111
(801) 363-6633
FAX (801) 363-6651

CHICAGO TITLE INSURANCE COMPANY

By:

John Rau
President

By:

Thomas J Adams
Secretary



[Handwritten Signature]
Authorized Signatory

BK8336PG1193

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE A

ORDER NO.: 99025114B

1. Effective date: DECEMBER 31, 1999 at 7:45 a.m.
2. Policy or policies to be issued: Amount of insurance Rate Type REGULAR
 - A. ALTA Owners Policy (10-17-92)
Proposed insured:
 - B. ALTA Loan Policy (10-17-92)
Proposed insured:

Other coverages and/or charges:

COMMITMENT ONLY \$ 200.00

3. The estate or interest in the land described or referred to in the Commitment and covered herein is:

FEE SIMPLE

4. Title is at the effective date vested in:

SALT LAKE CITY, a municipal corporation, pursuant to Salt Lake City Ordinance No. 2 of 1999, recorded January 5, 2000, as Entry No. 7548217, in Book 8334, at Page 5157 of Official Records.

5. The land referred to in this commitment is in the STATE OF UTAH, County of SALT LAKE, and is described as follows:

PARCEL 1: (South Side)

Beginning at the Northeast corner of Lot 6, Block 65, Plat "A", Salt Lake City Survey; thence South 89 deg. 58'21" West 600.27 feet; thence North 00 deg. 00'00" East 14.96 feet; thence South 90 deg. 00'00" East 600.27 feet; thence South 00 deg. 01'01" East 14.68 feet to the point of beginning.

PARCEL 2: (North Side)

Beginning at a point 1.35 feet West of the Southeast corner of


CHICAGO TITLE INSURANCE COMPANY

CONTINUATION SHEET

SCHEDULE A

ORDER NO.: 99025114B

Lot 1, Block 80, Plat "A", Salt Lake City Survey; thence South 00 deg. 00'00" West 11.70 feet; thence North 90 deg. 00'00" West 600.25 feet; thence North 00 deg. 00'00" East 9.88 feet; thence North 89 deg. 49'32" East 600.25 feet to the point of beginning.



A handwritten signature in black ink, appearing to read "S. W. H. W. C.", is written over a horizontal line.

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION 1

ORDER NO.: 99025114B

COMMITMENT NO.: C-9912-25114

REQUIREMENTS

THE FOLLOWING REQUIREMENTS MUST BE MET AND COMPLETED TO THE SATISFACTION OF THE COMPANY BEFORE ITS POLICY OF TITLE INSURANCE WILL BE ISSUED:

[General Requirements]

1. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest, mortgage or lien to be insured.
2. Furnish proof of payment of all bills for labor and material furnished or to be furnished in connection with improvements erected or to be erected.
3. Pay all general and special taxes now due and payable.
4. Any matter in dispute between you and the Company may be subject to arbitration as an alternative to court action pursuant to the rules of the American Arbitration Assoc. or other recognized arbitrator a copy of which is available on request and can be obtained from the Company. Any decision reached by arbitration shall be binding upon both you and Company. The arbitration award may include attorney's fees if allowed by state law and may be entered as a judgment in any court of proper jurisdiction.
5. This Commitment will be subject to Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment if not cleared prior to recordation of the insured interest.

(X) RECORD INSTRUMENT CONVEYING OR ENCUMBERING THE ESTATE OR INTEREST TO BE INSURED, BRIEFLY DESCRIBED AS:

[Specific Requirements]

PLEASE DIRECT ANY TITLE INQUIRIES CONCERNING THIS COMMITMENT TO:
Lori Harper (801) 363-6633

BK8336PG1196

CHICAGO TITLE INSURANCE COMPANY

CONTINUATION SHEET SCHEDULE B - SECTION 1

ORDER NO.: 99025114B

COMMITMENT NO.: C-9912-25114

REQUIREMENTS: (continued)

NOTICE TO APPLICANT: The land covered herein may be serviced by districts, service companies and/or municipalities, which assess charges for water, sewer, electricity and any other utilities, etc. which are not covered by this report or insured under a title insurance policy.

NOTE: If the applicant desires copies of the documents underlying any exception to coverage shown herein, the Company will furnish the same on request, if available, either with or without charge as appears appropriate.

BK8336PG1197

CHICAGO TITLE INSURANCE COMPANY

SCHEDULE B - SECTION 2

ORDER NO.: 99025114B

COMMITMENT NO.: C-9912-25114

EXCEPTIONS:

THE POLICY OR POLICIES TO BE ISSUED WILL CONTAIN EXCEPTIONS TO THE FOLLOWING UNLESS THE SAME ARE DISPOSED OF TO THE SATISFACTION OF THE COMPANY:

[Printed Exceptions]

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public record.
2. Any facts, rights, interests or claims which are not shown by the public records, but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

[Special Exceptions]

7. General property taxes for the year 1999 were not assessed

BK8336PG1198

CHICAGO TITLE INSURANCE COMPANY

CONTINUATION SHEET

SCHEDULE B - SECTION 2

ORDER NO.: 99025114B

COMMITMENT NO.: C-9912-25114

SPECIAL EXCEPTIONS: (continued)
against the subject property because of ownership by a
municipal corporation.

8. The land described herein is located within the boundaries of
Salt Lake City and is subject to any assessments levied thereby.
(Phone: 483-6900)

9. An Ordinance:

Dated : JULY 17, 1996

Recorded : JULY 17, 1996

Entry No. : 6408191

Book/Page : 7445/1854

An Ordinance adopting the City-Wide Transportation Master Plan
of 1996.

10. Fixed Guideway Transit Corridor Agreement, including the terms
and conditions thereof

Between : SALT LAKE CITY CORPORATION

And : UTAH TRANSIT AUTHORITY

Dated : JANUARY 29, 1997

Recorded : JANUARY 30, 1997

Entry No. : 6561327

Book/Page : 7588/2040

11. Resolution No. 19 of 1996

Dated : APRIL 16, 1996

Recorded : APRIL 19, 1996

Entry No. : 6335448

Book/Page : 7379/2275

A Resolution to create Salt Lake City, Utah Lighting District
No. 1 generally as described in the Notice of Intention
Concerning the District; Authorizing the City Officials
concerning the District; Authorizing the City Officials to
proceed to make improvements as set forth in the Notice of
Intention to Create and operate the District; and related
matters.

12. Notice of Adoption of Redevelopment Plan Entitled "Depot
District Redevelopment Project Area Plan"

Recorded : OCTOBER 22, 1998

Entry No. : 7127194

Book/Page : 8133/1835

Amended Notice of Adoption of Redevelopment Plan Entitled "Depot

BK8336PG1199

CHICAGO TITLE INSURANCE COMPANY

CONTINUATION SHEET

SCHEDULE B - SECTION 2

ORDER NO.: 99025114B

COMMITMENT NO.: C-9912-25114

District Redevelopment Project Area Plan"

Recorded | MAY 6, 1999

Entry No. | 7345726

Book/Page | 8275/1402

13. Easements as set forth in that certain Ordinance 116 of 1903, closing portions of certain streets within Salt Lake City, recorded December 24, 1998, as Entry No. 7202237, in Book 8208, at Page 2564 of Official Records.

14. Resolution No. 103 of 1999

Dated | DECEMBER 21, 1999

Recorded | DECEMBER 21, 1999

Entry No. | 7538469

Book/Page | 8331/1746

A Resolution to Create Salt Lake City, Utah, Railyard Special Improvement District, described in the Notice of Intention concerning the District; Authorizing the City Officials to proceed to make improvements as set forth in the Notice of Intention to Create the District and further authorizing the issuance of interim warrants for the purpose of financing on an interim basis the construction of improvements and the furnishing of services in connection with the district and authorizing the execution and delivery of such warrants by the City Treasurer.

15. Reservations and easements and the terms and conditions of that certain Ordinance No. 2 of 1999 (closing a portion of 100 South between 400 and 500 West), recorded January 4, 2000, as Entry 7547861, in Book 8334, at Page 4026 of Official Records.

Also recorded January 5, 2000, as Entry No. 7548217, in Book 8334, at Page 5157 of Official Records.

16. Notice is hereby given that there may be various utilities, fiber optic cables and other facilities installed on the herein described property pursuant to unrecorded Franchise Agreements.

BK8336PG1200