

WHEN RECORDED, MAIL TO:
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Zions Securities Corporation
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Salt Lake City, UT 84180

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TALON GROUP
BY: ZJM, DEPUTY - WI 16 P.

For Information Only: Tax Parcel 15-30-101-004-0000

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (the "Agreement") is made this 6th day of December, 2005, by ZIONS SECURITIES CORPORATION, a Utah corporation ("Zions"), and WADSWORTH LAKE PARK, LLC, a Utah limited liability company and CACHE 1031 EXCHANGE COMPANY, INC., a Utah corporation, exchange accommodation titleholder holder for RTC ENTERPRISES, L.L.C., a Utah limited liability company, (collectively, "Developer") in contemplation of the following facts and circumstances:

THE TALON GROUP
CP# 187901

A. Zions is the owner of real property known as Lot 107B ("Lot 107B") and Lot 107C ("Lot 107C"), Lake Park Corporate Centre, West Valley City, Salt Lake County, State of Utah with such lots being more specifically described on Exhibit A attached hereto and incorporated by reference herein.

B. Developer is the owner of real property known as Lot 107A ("Lot 107A"), Lake Park Corporate Centre, West Valley City, Salt Lake County, State of Utah with such lot being more specifically described on Exhibit A attached hereto.

C. Lots 107A, 107B and 107C are all immediately adjacent to one another and are depicted on the "Subdivision Plat" attached hereto as Exhibit B and incorporated by reference herein and all three lots shall be collectively referred to herein as "Lot 107."

D. Developer intends to construct an office building and related parking and landscaping on Lot 107A and as part of construction of said office building and related improvements, Developer intends to construct and install certain improvements specifically described herein.

E. A portion of the improvements shall be constructed on portions of Lot 107 at the locations shown on the Site Plan which are not on Lot 107A and, therefore, not owned by Developer.

F. Zions is willing to permit the improvements to be constructed upon portions of Lot 107 not owned by Developer in accordance with the terms and conditions of this Agreement.

H. The parties desire to set forth in writing the agreement of the parties regarding the construction, operation, maintenance, ownership and utilization of the improvements and the easements herein granted.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties stipulate and agree as follows:

1. Definitions. For purposes of this Agreement, the following definitions shall apply:

(a) "Electrical Line" shall mean the underground electrical line constructed by Developers as depicted on the Site Plan.

(b) "East Access Drive" shall mean the vehicular drive and pedestrian access running along the east boundary of Lot 107A from Lake Park Boulevard to the northeast corner of Lot 107C, as shown on the Site Plan. The East Access Drive does not include the parking areas on Lot 107A, which are west of and separated from the East Access Drive by a raised curb or a line connecting such raised curbs across a drive access from the East Access Drive to such parking areas.

(c) "Fire Line" shall mean the underground fire suppression water line constructed by Developers and depicted on the Site Plan.

(d) "Improvements" shall mean and include the Electrical Lines, the Fire Line, the Water Line, the Plaza, the East Access Drive, Main Access Drive and West Access Drive.

(e) "Lot 107A" shall mean Lot 107A, Lake Park Corporate Centre, as more particularly described on Exhibit A.

(f) "Lot 107B" shall mean Lot 107B, Lake Park Corporate Centre, as more particularly described on Exhibit A.

(g) "Lot 107C" shall mean Lot 107C, Lake Park Corporate Centre, as more particularly described on Exhibit B. In the event that Lot 107C as shown on Exhibit B shall be further subdivided into smaller lots or parcels, then the term Lot 107C as used herein shall refer to that portion of Lot 107C shown on Exhibit B which is an individual parcel, legally subdivided in accordance with applicable subdivision ordinances of West Valley City, which is immediately south of and reasonably contiguous with Lots 107A and 107B.

(h) "Main Access Drive" shall mean the vehicular drive and pedestrian access located at the northwest corner of Lot 107A which provides access to and from Lake Park Boulevard to improvements to be constructed on Lot 107A as shown on the Site Plan. The Main Access Drive does not include the parking areas on Lot 107A, which are east of and separated

from the Main Access Drive by a raised curb or a line connecting such raised curbs across a drive access from the Main Access Drive to such parking areas.

(i) "Master Declaration" shall mean that certain Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre dated February 1, 1996 and recorded February 6, 1996, as Entry No. 6274549, in Book 7325, Page 615 of Official Records of Salt Lake County, as amended by a First Amendment and Supplement to Master Declaration of Easements, Covenants and Restrictions for Lake Park Corporate Centre dated September 10, 2001 and recorded on October 12, 2001, as Entry No. 8028521, in Book 8510, Page 7400 of Official Records of Salt Lake County.

(j) "Owner" shall mean the owner of fee simple title to Lot 107A, Lot 107B, or Lot 107C. "Owner" does not include the holder of a mortgage or other lien affecting a lot, unless and until said holder forecloses its lien and becomes owner of fee simple title.

(k) "Plaza" shall mean the surface improvements constructed on Lot 107A and Lot 107B by Developers as depicted on the Site Plan. Improvements constructed on the Plaza shall be in accordance with plans and specifications approved pursuant to procedures set forth in Article XII of the Master Declaration.

(l) "Site Plan" shall mean the plan showing the location of Improvements attached hereto as Exhibit B.

(m) "Utility Lines" shall mean and include the Electrical Lines, Fire Line and Water Line.

(n) "Water Line" shall mean the underground culinary water line constructed by Developers and depicted on the Site Plan.

(o) "West Access Drive" shall mean the vehicular drive and pedestrian access running along the west boundary of Lot 107C from Lake Park Boulevard to a point on said west boundary of Lot 107C but due west of the southwest corner of Lot 107B, as shown on the Site Plan. The West Access Drive does not include any parking areas on Lot 107B, which are east of and separated from the West Access Drive by a raised curb or a line connecting such raised curbs across a drive access from the West Access Drive to such parking areas.

2. Grant of Permanent Easement. Zions hereby grants, sells and conveys to Developer for the benefit of Lot 107A a permanent, non-exclusive easement to construct, install and maintain on Lot 107B those portions of the (i) Plaza, (ii) Fire Line, (iii) Water Line, and (iv) Electrical Lines which are hereby approved to be located on Lot 107B or Lot 107C as shown on the Site Plan. The easement area for each Utility Line shall be a 10-foot wide easement area, 5 feet on each side of the line for such Utility Line as shown on the Site Plan. The easement area for the Plaza shall be the location shown for the Plaza on the Site Plan, except that if there are minor variations between the actual location of the Plaza as shown on the Site Plan and as actually constructed, the easement area shall be the area of actual construction.

3. Temporary Construction Easement. Zions also hereby grants to Developer a temporary construction easement to enter upon and use such portions of Lot 107 as may be reasonably necessary to construct and install the Improvements. Upon completion of the Improvements, Developer agrees to promptly restore the surface of Lot 107 to the condition it was in prior to disturbance.

4. East Access Drive. Developer hereby grants, sells and conveys to Zions, and its successors-in-interest, for the benefit of Lot 107C a perpetual, non-exclusive easement to use the East Access Drive to allow vehicles and pedestrians ingress and egress between Lot 107C and Lake Park Boulevard. Prior to the construction of improvements upon Lot 107C, Developer shall maintain the East Access Drive at its sole cost and expense. Upon construction of improvements on Lot 107C, the owner of such improvements shall share in the payment of costs and expenses incurred in the maintenance of improvements upon the East Access Drive in such proportion as shall reasonably be calculated to pay for such owner's use of the improvements located on the East Access Drive. Developer shall not be entitled to reimbursement from any owner of Lot 107C for the cost of improvements constructed upon the East Access Drive.

5. Main Access Drive. Developer hereby grants, sells and conveys to Zions, and its successors-in-interest, for the benefit of Lot 107B a perpetual, non-exclusive easement to use the Main Access Drive to allow vehicles and pedestrians ingress and egress between Lot 107B and Lake Park Boulevard. Prior to the construction of improvements upon Lot 107B (including a building), Developer shall maintain the Main Access Drive at its sole cost and expense. Upon construction of improvements on Lot 107B, the owner of such improvements shall share in the payment of costs and expenses incurred in the maintenance of improvements upon the Main Access Drive in such proportion as shall reasonably be calculated to pay for such owner's use of the improvements located on the Main Access Drive. Developer shall not be entitled to reimbursement from any owner of Lot 107B for the cost of improvements constructed upon the Main Access Drive.

6. West Access Drive. Zions hereby grants and establishes for the benefit of Lot 107B a perpetual, non-exclusive easement to use the West Access Drive to allow vehicles and pedestrians ingress and egress between Lot 107B and Lake Park Boulevard. The Owner of real property upon which the West Access Drive is located shall have no duty to construct any improvements upon the West Access Drive. Surface improvements which may be constructed on the West Access Drive shall be limited to those improvements normally associated with driveways and roadways for vehicle and pedestrian ingress and egress, including curb, gutter, sidewalks, landscaping, etc. (collectively {"Road Improvements"}). The West Access Drive may also be used by the Owner of Lot 107C for the construction and maintenance of any underground utilities. For purposes of this Section 6 and its subsections, the term "Proportionate Share" shall mean the percentage obtained by dividing the number of square feet in the subject lot or portion of a lot, as applicable, by the total square feet in Lot 107B and Lot 107C shown on Exhibit A.

6.1 Lot 107C Developed First. Title to the West Access Drive is owned by the Owner of Lot 107C. Therefore, such Owner shall be entitled to construct such Road Improvements upon the West Access Drive as such Owner shall determine provided that such Road Improvements do not preclude the non-exclusive use of the West Access Drive by the

owner of Lot 107B. If the Road Improvements have been constructed by the Owner of Lot 107C, upon development of Lot 107B, the Owner of Lot 107B shall reimburse the Owner of Lot 107C for the Proportionate Share of Lot 107B of any and all costs incurred in the construction of the existing improvements on the West Access Drive. Such reimbursement shall not be due and payable in the event that the development of Lot 107B shall occur more than ten (10) years after the date the construction of the Road Improvements was first completed.

6.2 Lot 107B Developed First. If Lot 107B is developed first, the Owner of Lot 107B shall be responsible for the construction of such Road Improvements as may be required to permit the West Access Drive to be used such use and for the payment of any and all costs incurred in construction same. Road Improvements shall be constructed only in compliance in accordance with plans and specifications approved pursuant to procedures set forth in Article XII of the Master Declaration and approved by the then owner of Lot 107C. In such event, there is hereby granted to the Owner of Lot 107B a non-exclusive easement for the construction, maintenance and use of the West Access Drive for the purposes set forth in Section 6 above. The easement herein granted shall not be merged or extinguished by the common ownership of Lot 107B and Lot 107C by Zions or any successor(s) in interest. If the Road Improvements have been constructed by the Owner of Lot 107B, upon development of Lot 107C, the Owner of Lot 107C shall reimburse the Owner of Lot 107B for the Proportionate Share of Lot 107C of any and all costs incurred in the construction of the existing improvements on the West Access Drive. Such reimbursement shall not be due and payable in the event that the development of Lot 107C shall occur more than ten (10) years after the date the construction of the Road Improvements was first completed.

6.3 Maintenance. So long as both Lot 107B and Lot 107C (or a portion of Lot 107C) are not developed, the Owner constructing the Road Improvements shall maintain the Road Improvements at its sole cost and expense. Upon the development of both lots, the owner of Lot 107C shall maintain the Road Improvements, but the Owners of Lot 107B and Lot 107C shall each pay its Proportionate Share of any and all costs and expenses incurred in the maintenance of improvements upon the West Access Drive.

7. Open Access. Once improvements are constructed upon the East Access Drive, the Main Access Drive or the West Access Drive (each an "Access Drive"), each Access Drive will be kept open at all times so as to allow free passage for vehicles and pedestrians; provided, however, that portions of an Access Drive may be closed when necessary for maintenance or as legally necessary to preserve ownership rights. No parking of vehicles will be permitted on any Access Drives.

8. Plaza. In addition to the right to construct and maintain the improvements which are part of the Plaza upon the surface of Lot 107B, there is hereby granted a reciprocal easement over all portions of the Plaza as it is constructed upon Lot 107A and Lot 107B for the use by persons who are Owners or tenants of Lot 107A or Lot 107B or the employees, customers, guests or invitees of such Owners or tenants. Each Owner shall be solely responsible for any and all costs and expenses which shall be incurred by reason of any claim which may arise by reason of the use of the Plaza by any employee, customer, guest or invitee of such Owner or its tenant(s).

9. Reservation of Rights. Zions reserves to Zions, its successors and assigns, for all times hereafter, the sole and exclusive rights to use the surface of Lot 107B, including the premises affected by the easements granted herein, for any and all purposes not inconsistent with the easements granted herein. Developer reserves to Developer, its successors and assigns, for all times hereafter, the sole and exclusive rights to use the surface of Lot 107A, including the premises affected by the easements granted herein, for any and all purposes not inconsistent with the easements granted herein. Developer also reserves the right to relocate and/or modify the Main Access Drive or East Access Drive at Developer's expense, provided that the relocated or modified facilities provide substantially equivalent access to Lot 107B and Lot 107C.

10. Maintenance. Developer agrees to maintain the Plaza, the Main Access Drive and the East Access Drive in good and clean condition and to maintain the Utility Lines in good working condition. In the event that Developer disturbs the surface of Lot 107B in the exercise of the easements granted to Developer herein, Developer agrees to promptly restore the surface to the condition it was in prior to disturbance.

11. Shared Use of Utility Lines by Owners of Lots 107B and 107C. Developer agrees that the Owners of Lot 107B and Lot 107C shall have the right to connect into and use the Utility Lines for the benefit of their respective parcels; provided that such owner pay any and all costs and expenses incurred for such connection. There is hereby granted a perpetual, non-exclusive easement to the party entitled to make such connection for the construction and maintenance of underground lines necessary to connect to existing Utility Lines. Any Owner intending to connect to a Utility Line shall be required to comply with the requirements of the provider of the applicable utility service, including, without limitation, execution of service agreements, compliance with inspection requirements and payment of applicable inspection fees.

11.1 Required Reimbursement. In the event that a connection to a Utility Line by the Owner of Lot 107B or any portion of Lot 107C shall occur prior to the date that his ten (10) years from the date of this Agreement, then the Owner of Lot 107B or Lot 107C which is making shall connection (the "Connecting Owner"), shall pay to Developer (and not to the successor-in-interest of Developer if title to Lot 107A has been conveyed) as a condition precedent to making such connection, a "Construction Reimbursement" the amount of which shall be determined in accordance with the provisions of this section. Such reimbursement shall not be due and payable in the event that the connection to the Utility Line shall occur more than ten (10) years after the date of the recording of this Agreement.

11.2 Amount of Reimbursement. For the purposes of Section 11, "Construction Costs" shall include any and all actual costs and expenses incurred in the design and construction of the specific Utility Line (Electrical Line, Water Line and/or Fire Line), including, without limitation, building or construction permits and fees paid to the provider of the utility service as a condition of the right to connect to and obtain such utility service ("connection fees"). Connection fees shall be included only to the extent that the connection fees which have been paid will preclude the payment of such fee to the utility provider as a condition of the Connecting Owner's right to receive such utility service. The Construction Reimbursement for the Owner of Lot 107B and the Owner of any portion of Lot 107C which shall connect to one or more of the Utility Lines shall be the lesser of one-third (1/3) of the

Construction Costs for the Utility Line or Utility Lines to which such owner shall be connected, or (ii) Thirty Three Thousand Three Hundred Thirty-Three Dollars (\$33, 333.00). Developer will keep accurate records of its costs to construct and install the Utility Lines, and will provide copies of such records to an Owner upon written request.

12. Easements to Run With Land. The easements granted by Zions herein constitute servitudes upon Lot 107B for the benefit of Lot 107A as the dominant estate. The Main Access Drive easement granted by Developer herein constitutes a servitude upon Lot 107A for the benefit of Lot 107B. The East Access Drive easement granted by Developer herein constitutes a servitude upon Lot 107A for the benefit of Lot 107C. All of said easements shall run with the land.

[signature pages follow immediately]

**Signature Page
To
Reciprocal Easement Agreement**

IN WITNESS WHEREOF, this Reciprocal Easement Agreement to be effective as of the date first herein written.

Developer: CACHE 1031 EXCHANGE COMPANY, INC., a Utah corporation,

By: Annette H. Schuster
Its: President

Acting as exchange accommodation titleholder holder for RTC ENTERPRISES, L.L.C., a Utah limited liability company

STATE OF UTAH)
) ss.
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 6th day of December __, 2005 by Annette H. Schuster as President of CACHE 1031 EXCHANGE COMPANY, INC., acting as exchange accommodation title holder for RTC ENTERPRISES, L.L.C.



Jennifer Young
Notary

Exhibit A
To
Reciprocal Easement Agreement

[Legal Description Lots 107A, 107B and 107C]

Real property situated in Salt Lake County State of Utah, being specifically described as:

Lot 107A:

Lot 107A, Lake Park Corporate Center, as shown on that certain plat for a Subdivision By Metes and Bounds (creating Lots 107A, 107B and 107C) filed with the Salt Lake County Surveyor on December 1, 2005 as Filing No. 2005-12-0813, with said Lot 107A being specifically described as follows:

Beginning At A Point On The Southerly Right Of Way Line Of Lake Park Boulevard, A 106 Foot Wide Right Of Way, Said Point Also Being North 89°59'25" East 1650.980 Feet Along The Section Line And North 312.969 Feet From The Northwest Corner Of Section 30, Township 1 South, Range 1 West, Salt Lake Base And Meridian And Running Thence South 14°04'18" West Along A Westerly Line Of A Golf Course 367.499 Feet; Thence South 60°18'15" West 489.318 Feet; Thence North 00°24'21" East 217.198 Feet; Thence North 04°45'12" West 447.634 Feet To Said Southerly Right Of Way Line Of Lake Park Boulevard Said Point Also Being On The Arc Of A 1447.00 Foot Radius Non-Tangent Curve To The Right, The Radius Point Of Which Bears South 04°21'03" East; Thence Southeasterly Along The Arc Of Said Curve And Said South Line 557.145 Feet (Delta = 22°03'40" And Chord Bears South 83°19'12" East 553.721 Feet) To The Point Of Beginning.

[Contains approximately 251,691.93 Sq. Ft. Or 5.778 Acres]

Lot 107B:

Lot 107B, Lake Park Corporate Center, as shown on that certain plat for a Subdivision By Metes and Bounds (creating Lots 107A, 107B and 107C) filed with the Salt Lake County Surveyor on December 1, 2005 as Filing No. 2005-12-0813, with said Lot 107B being specifically described as follows:

Beginning At A Point On The Southerly Right Of Way Line Of Lake Park Boulevard, A 106 Foot Wide Right Of Way, Said Point Also Being North 89°59'25" East 1650.98 Feet Along The Section Line And North 312.969 Feet

And North 89°29'37" West 989.550 Feet From The Northwest Corner Of Section 30, Township 1 South, Range 1 West, Salt Lake Base And Meridian, And Running Thence North 82°30'00" East 363.563 Feet To The Point Of A 1447.00 Foot Radius Curve To The Right; Thence Easterly Along The Arc Of Said Curve 79.532 Feet Through The Central Angle Of 3°08'57" (Chord Is North 84°04'29" East 79.523 Feet); Thence South 04°45'12" East 447.634 Feet; Thence South 00°24'21" West 217.198 Feet; Thence North 59°44'51" West 432.006 Feet; Thence North 18°44'21" West 265.697 Feet; Thence North 06°49'54" West 139.351 Feet To The Point Of Beginning.

[Contains approximately 217,052.31 Sq. Ft. Or 4.982 Acres]

Lot 107C:

Lot 107C, Lake Park Corporate Center, as shown on that certain plat for a Subdivision By Metes and Bounds (creating Lots 107A, 107B and 107C) filed with the Salt Lake County Surveyor on December 1, 2005 as Filing No. 2005-12-0813, with said Lot 107A being specifically described as follows:

Beginning At A Point On The Westerly Line Of A Golf Course, Said Point Being North 89°59'25" East 1650.980 Feet Along The Section Line And North 312.969 Feet And South 14°04'18" West Along Said Westerly Line 367.499 Feet From The Northwest Corner Of Section 30, Township 1 South, Range 1 West, Salt Lake Base And Meridian And Running Thence Along Said Westerly Line Of A Golf Course The Following Four (4) Courses: 1) South 14°04'18" West 385.667 Feet; 2) South 19°01'44" East 585.320; 3) South 06°45'19" East 38.048 Feet; 4) South 21°57'36" East 184.570 Feet; Thence South 56°21'00" West 34.385 Feet Along A Northerly Line Of A Waterway; Thence Along The Northerly Side Of A Concrete Retaining Wall Forming The Boundary Of Said Waterway For The Following Sixteen (16) Courses: 1) South 64°09'59" West 61.651 Feet; 2) South 74°11'38" West 28.306 Feet; 3) South 63°51'50" West 38.756 Feet; 4) North 85°44'00" West 46.607 Feet; 5) North 88°56'45" West 55.131 Feet; 6) South 80°32'20" West 36.566 Feet; 7) South 72°53'10" West 37.037 Feet; 8) South 89°36'49" West 45.605 Feet; 9) North 85°47'04" West 54.727 Feet; 10) North 69°15'44" West 75.854 Feet; 11) South 83°37'35" West 34.476 Feet; 12) North 77°58'00" West 118.037 Feet; 13) North 64°49'50" West 43.487 Feet; 14) North 57°06'53" West 30.234 Feet; 15) North 46°41'33" West 33.469 Feet; 16) North 74°24'12" West 62.229 Feet; Thence Along An Easterly Boundary Of Said Waterway For The Following Eight (8) Courses: 1) North 79°44'51" West 68.865 Feet; 2) North 22°48'24" West 36.907 Feet; 3) North 58°36'17" West 30.488 Feet; 4) North 15°45'17" West 44.892 Feet; 5) North 19°29'35" East 47.935 Feet; 6)

North 02°40'19" East 52.176 Feet; 7) North 35°02'53" East 46.560 Feet; 8) North 14°14'38" East 67.434 Feet; Thence Along An Easterly Boundary Of Said Golf Course For The Following Three (3) Courses: 1) North 29°30'09" East 108.928 Feet; 2) North 19°36'15" West 200.575 Feet; 3) North 18°44'17" West 906.162 Feet To The Southerly Right Of Way Line Of Lake Park Boulevard, A 106 Foot Wide Right Of Way, Thence North 82°30'00" East 82.329 Feet; Thence South 06°49'54" East 139.351 Feet; Thence South 18°44'21" East 265.697 Feet; Thence South 59°44'51" East 432.006 Feet; Thence North 60°18'15" East 489.318 Feet To The Point Of Beginning.

[Contains approximately 786,965.96 Sq. Ft. Or 18.066 Acres]

Exhibit B To Reciprocal Easement Agreement

[Subdivision Plat]

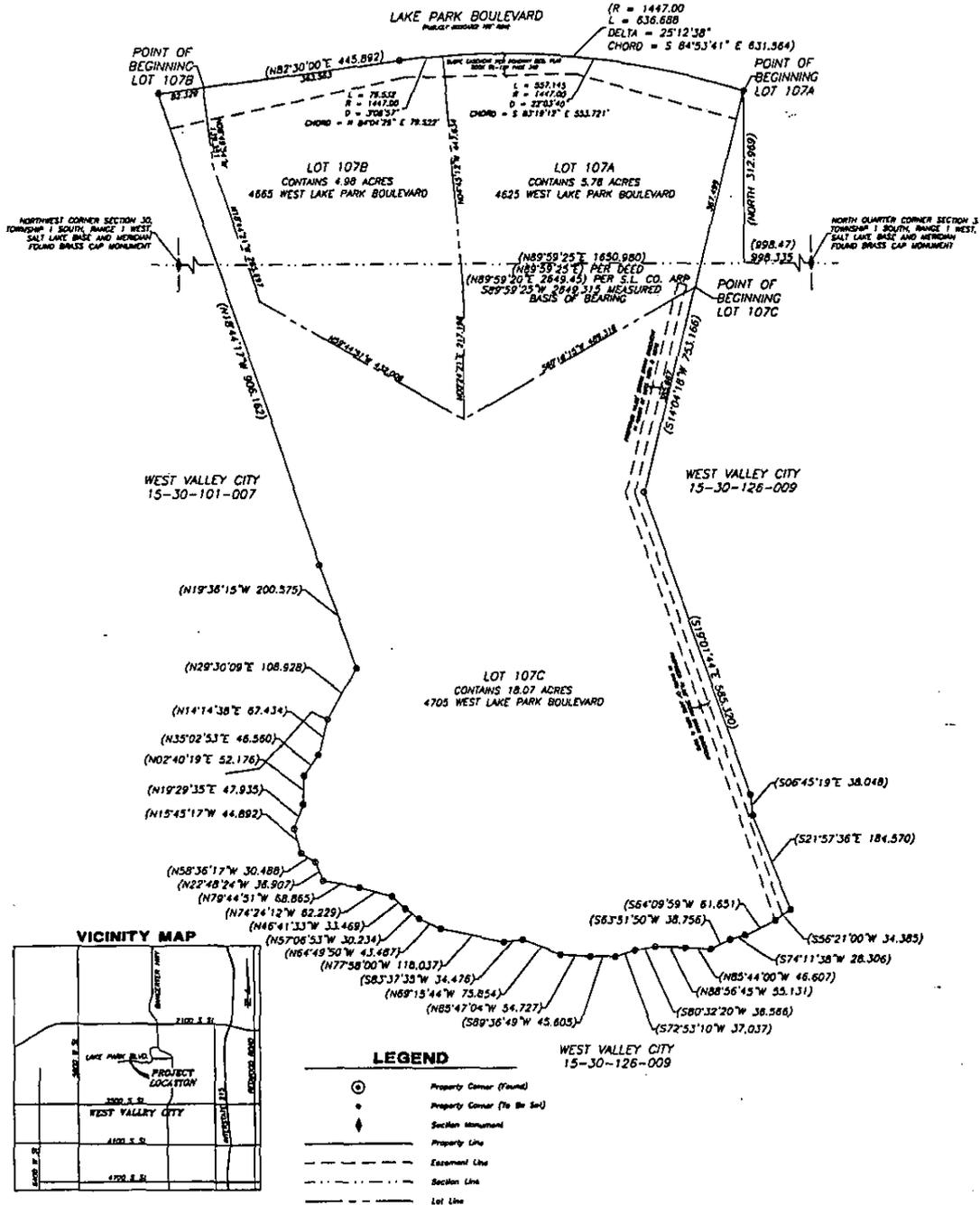


EXHIBIT "C"
To
Reciprocal Easement Agreement

[Utility Plan]

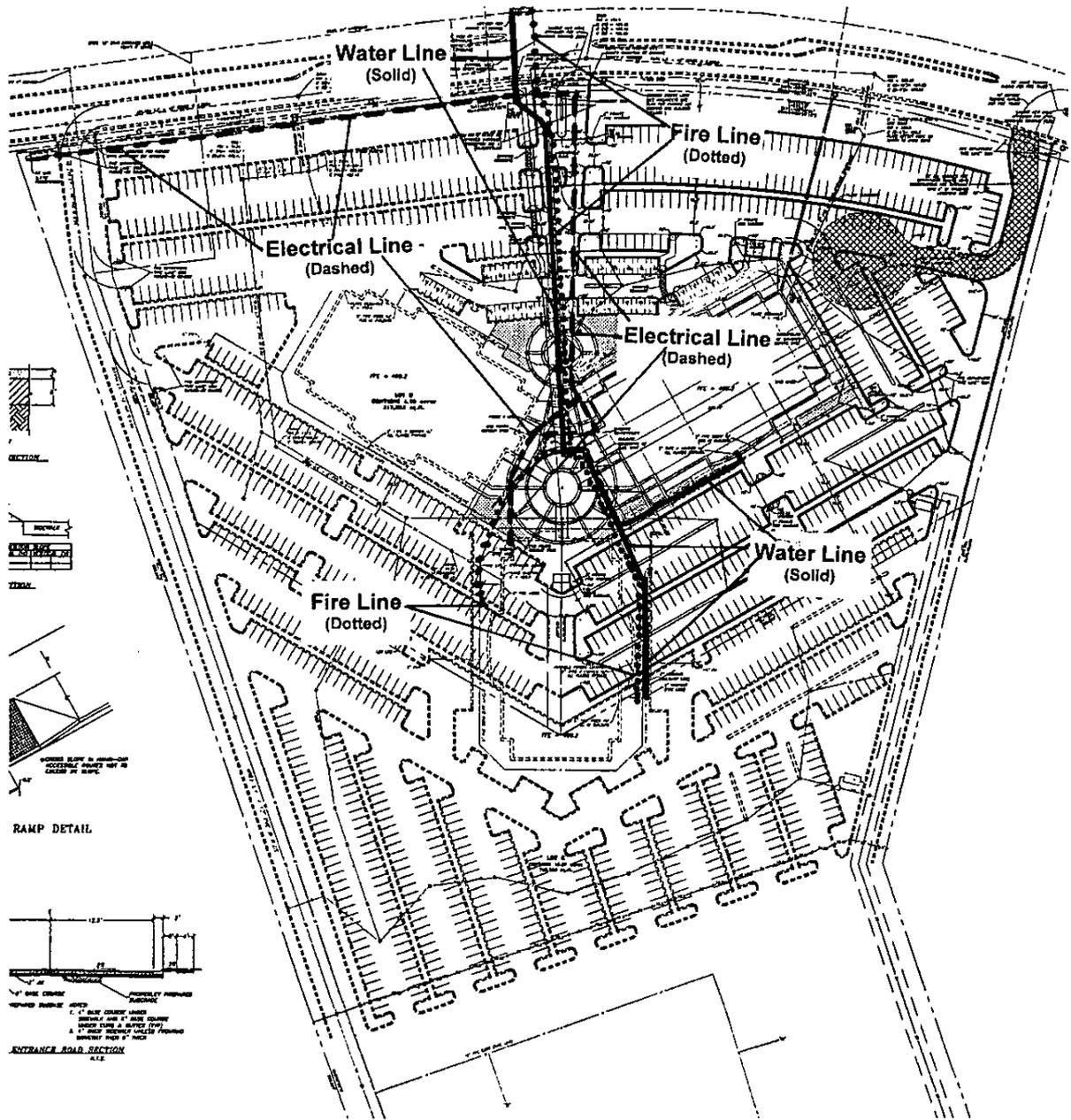
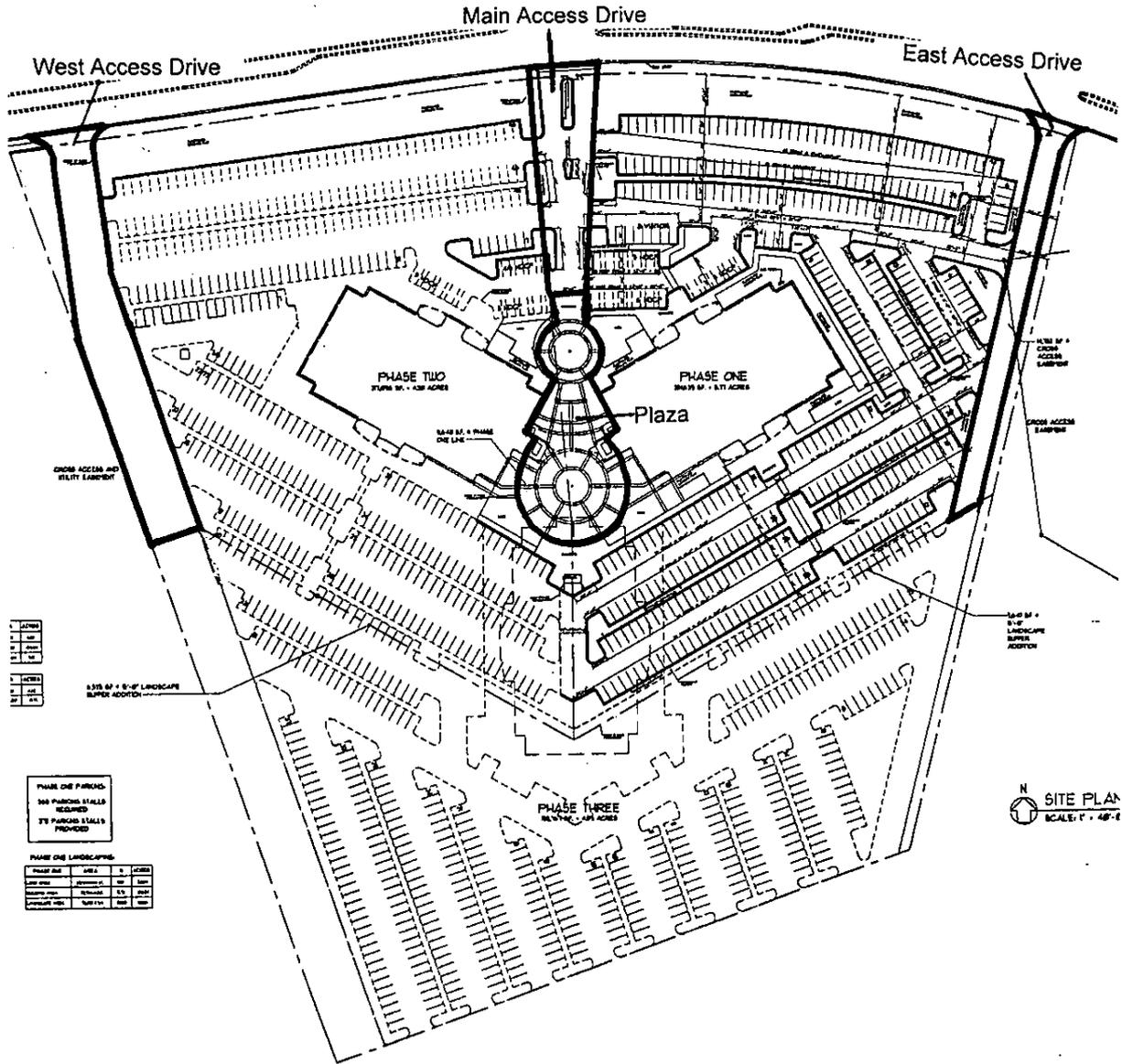


EXHIBIT "D"
To
Reciprocal Easement Agreement

[Site Plan]



PHASE ONE PARKING:
 344 PARKING STALLS
 REQUIRED
 378 PARKING STALLS
 PROVIDED

PHASE ONE LANDSCAPING

Plant	Qty	Spec	Notes
1.00	100	1.00	1.00
2.00	100	2.00	2.00
3.00	100	3.00	3.00
4.00	100	4.00	4.00
5.00	100	5.00	5.00
6.00	100	6.00	6.00
7.00	100	7.00	7.00
8.00	100	8.00	8.00
9.00	100	9.00	9.00
10.00	100	10.00	10.00

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