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Michael D. Kuntz
Foster Pepper & Shefelman
1111 Third Ave., Ste. 3400
Seattle, WA 98101

EASEMENT AND USE RESTRICTIONS AGREEMENT

This Easement and Use Restrictions Agreement (the "Agreement") is dated this 8 day of May, 1998, by and between GOODMAN OQUIRRH LLC, a Washington limited liability company ("Goodman") and OQUIRRH ASSOCIATES, LLC, a Utah limited liability company ("Oquirrh").

RECITALS

A. Oquirrh is the owner of the real property legally described in Exhibit A attached hereto (the "Parking Site"). The Parking Site is currently used for surface parking. Oquirrh desires to reserve the right to develop a structure on the Parking Site.

B. Simultaneously herewith, Oquirrh has conveyed and transferred to Goodman the real property legally described on Exhibit B attached hereto (the "Goodman Property"). The Goodman Property is currently improved with a structure commonly known as Oquirrh Place. The Parking Site is adjacent to and provides parking for the Goodman Property. The Parking Site also provides vehicle and pedestrian access to the Goodman Property.

C. Oquirrh has the right to have a portion of the Goodman Property legally described on Exhibit C attached hereto ("Parcel C") conveyed to Oquirrh upon establishing Parcel C as a separate legal lot. When Oquirrh establishes Parcel C as a separate legal lot, Goodman shall convey Parcel C to Oquirrh and Parcel C shall then become part of the Parking Site.

D. In connection with Oquirrh's conveyance of the Goodman Property to Goodman, Oquirrh has agreed to grant Goodman (i) an exclusive, perpetual easement to use the Parking Site for parking and an easement for access through the Parking Site to the Goodman Property; (ii) an easement across the parking site for the benefit of the Goodman Property providing utility easements over the Parking Site for the use and operation of the Goodman Property; (iii) a restriction on future development of the Parking Site, limiting developments to those that will not unreasonably impair the existing use of the Goodman Property, nor unreasonably impair the ability of owners of the Goodman Property to remodel, repair, rebuild, or alter the existing structure on the Goodman Property; (iv) a restriction that, during any development of the Parking Site, the owner of the Parking Site provide replacement parking spaces which may be temporarily displaced as a result of construction and development activities; and (v) an easement

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to use a dedicated parking facility in any new structure on the Parking Site. Goodman has agreed to grant to Oquirrh an access easement through the Goodman Property to the Parking Site.

NOW, THEREFORE, the parties agree as follows:

1. Oquirrh Grant of Easements. Oquirrh hereby establishes, declares, grants and conveys to Goodman the following easements (collectively, the "Easements"). Oquirrh warrants that it has full title and authority to grant the Easements and that Goodman shall have quiet enjoyment of the Easements.

1.1 Parking. A perpetual, exclusive easement to use the Parking Site for parking. Oquirrh hereby acknowledges and declares that there are 17 parking spaces on the Parking Site and that 7 of these shall remain for the exclusive use of the Goodman Property. Prior to any Approved Development (as defined in Section 3.1 below) maintenance and repair of the Parking Site (including paving) shall be the responsibility of Goodman. Maintenance and repair of the Parking Site during and after any Approved Development shall be the responsibility of Oquirrh. This easement for parking is perpetual, provided, however, that the easement area may be modified as provided in Section 3 below of this Agreement.

1.2 Access. A perpetual easement for ingress and egress from 300 East Street to the Goodman Property across the Parking Site. Except as provided in Section 3 below, Oquirrh shall not place or construct any impediments or barriers limiting access across the Parking Site to the Goodman Property.

1.3 Utilities. A non-exclusive, perpetual easement to install and maintain utility lines below the surface of the Parking Site and in and through any Approved Development (as described in Section 3 below) and to connect utility lines from time to time existing below the surface of the Parking Site or in the adjacent streets to utility lines within and through the Parking Site for the benefit of the Goodman Property. This easement shall authorize the use of existing utilities and allow the addition of future utilities as may be needed for the Goodman Property. Oquirrh shall have the right to change the location of the utility easement, provided such change shall not interrupt utility service to the Goodman Property.

2. Goodman Grant of Easement. Goodman hereby establishes, declares, grants and conveys to Oquirrh a perpetual easement for ingress and egress from 400 East Street to the Parking Site across the Goodman Property.

3. Oquirrh's Right to Have Parcel C Reconveyed. Oquirrh has the right, at its sole cost and expense, to have Parcel C reconveyed (at which time Parcel C shall become part of the Parking Site) if, on or before May 8, 2001, Oquirrh establishes Parcel C as a separate legal lot by subdivision, lot line adjustment, or other similar process. Goodman shall cooperate with Oquirrh in Oquirrh's efforts to establish Parcel C as a separate legal lot, provided, however, that all costs and expenses of such efforts will be borne by Oquirrh. Upon establishing Parcel C as a separate legal lot, Oquirrh shall submit a written request to Goodman for the reconveyance of Parcel C. The written request shall include evidence that Parcel C has been established as a separate legal lot and that the remainder of the Goodman Property (after the conveyance of Parcel C) also constitutes a legal lot. Upon receipt of a written request and evidence that Parcel C and the

remainder of the Goodman Property are both separate legal lots, Goodman shall reconvey Parcel C to Seller within 30 days. Parcel C shall be reconveyed by deed and shall be subject to no liens or encumbrances, other than those existing as of the date of this Agreement. Upon reconveyance, Parcel C shall be subject to the easements and use restrictions provided for in this Agreement. Oquirrh hereby acknowledges and declares that there are 16 parking spaces on Parcel C and that all 16 spaces shall remain for the exclusive use of Goodman on the same terms as provided in Section 1 above. Oquirrh shall execute such amendments to this Agreement as may be necessary to establish that Parcel C is subject to the easements and use restrictions contained in this Agreement. Oquirrh shall pay all costs associated with the reconveyance of Parcel C, including obtaining title insurance for Goodman insuring Goodman's easement rights over Parcel C.

4. Use Restrictions and Development Covenants. Oquirrh agrees that any improvements constructed on the Parking Site shall comply with these restrictions and covenants. The provisions of this Section 4 shall be restrictive covenants running with the Parking Site, burdening the Parking Site for the benefit of the Goodman Property and Goodman. These covenants and restrictions in this Section are not personal, but shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, transferees or successors in interest.

4.1 Approved Development. Oquirrh shall have the right to construct an Approved Development on the Parking Site. An "Approved Development" is a structure that will provide at a minimum the parking requirements in Section 4.4 below and will not otherwise impair the existing use of the Goodman Property, nor impair the ability of Goodman to remodel, repair, rebuild or alter the existing structure on the Goodman Property. Any Approved Development must meet all the requirements of this Section 4.

(a) Permit Approvals. If Oquirrh intends to construct an Approved Development on a Parking Site, Oquirrh shall obtain all necessary permits for the proposed development.

(b) Design Plans. Oquirrh shall provide to Goodman design plans for the proposed development. The design plans shall be in sufficient detail to allow Goodman to determine the size, height, rentable area, public or lobby areas, parking, exterior design, color, and materials of the proposed development ("Development Plans"). The Development Plans shall be submitted to Goodman at:

John A. Goodman
Goodman Financial Services, Inc.
401 Second Avenue South, Suite 110
Seattle, Washington 98104

by hand delivery or overnight delivery (or at such other address as Goodman may direct in writing to Oquirrh).

(c) Review of Development Plans. Goodman shall have 30 days from receipt of the Development Plans to determine whether the proposed development will provide the parking and access required under this Agreement and be compatible with the existing structure and use on the Goodman Property. It is agreed that an office or parking structure no greater in height than the Oquirrh Place building shall be a compatible use.

Goodman shall provide written notice to Oquirrh of approval or disapproval of the Development Plans within 30 days after receipt of the Development Plans. The notice shall be provided to Oquirrh at:

Mr. Steve Harmsen
Oquirrh Associates
350 South 400 East, Suite G-1
Salt Lake City, Utah 84111

by hand delivery or overnight delivery (or at such other address as Oquirrh may direct in writing to Goodman).

(d) Notice of Approval. If Goodman gives Notice of Approval of the Development Plans, Oquirrh shall have the right to undertake the Approved Development, consistent with the Development Plans, subject to the other provisions of this Agreement.

(e) Notice of Disapproval. If Goodman gives Notice of Disapproval of the Development Plans, Goodman and Oquirrh shall meet and confer within ten days to attempt to resolve any differences. If the parties reach agreement, that agreement shall be reduced to writing and development may occur as under Section 4.1(c). If no agreement is reached, Oquirrh may resubmit to Goodman revised Development Plans under Section 4.1(a) above, thereby triggering a new review period under this Section 4.1. Otherwise, Oquirrh may invoke the Dispute Resolution clause in Section 4.1(e) below.

(f) Dispute Resolution. This dispute resolution process shall be the method for resolving disputes over whether Oquirrh's Development Plans meet the standards of an Approved Development. Oquirrh may invoke this dispute resolution process by providing Goodman with a Notice of Dispute after having received a Notice of Disapproval (and having met and conferred with Goodman). The question of whether Oquirrh's Development Plans meet reasonable standards for an Approved Development shall be determined by private arbitration in Salt Lake City using the American Arbitration Association (AAA) commercial arbitration rules with expedited procedures in effect on the date hereof, as modified by this Agreement. There shall be one arbitrator, who shall be an architect with at least fifteen years real estate experience, selected by the parties as follows: each party shall submit a list of three proposed neutral arbitrators within ten days of the arbitration demand. If the parties do not agree to an arbitrator within five days of receipt of the proposed arbitrators, then within three days the parties (or their representatives) shall flip a coin, and the winner shall select the arbitrator from the list previously provided by the loser. Any issue about whether a claim is covered by this Agreement shall be determined by the arbitrator. At the request of either party made not later than 45 days after the arbitration demand, the parties agree to submit the dispute to non-binding mediation which shall

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not delay the arbitration date; provided that either party may decline to mediate and proceed with arbitration. There shall be no substantive motions or discovery, except the arbitrator shall authorize such discovery and enter such pre-hearing orders as may be appropriate to ensure a fair, private hearing, which shall be held within 90 days of the demand; and concluded within 2 days. These time limits are not jurisdictional. The arbitrator shall apply substantive law and may award injunctive relief or any other remedy available from a judge, including attorney fees and costs to the prevailing party. Absent fraud, collusion, or willful misconduct by the arbitrator, the award shall be final and may be entered in any court of competent jurisdiction.

4.2 Construction Activities. Construction activities associated with an Approved Development must be conducted so as to not unreasonably interfere with the use, operation and enjoyment of the Goodman Property. At least 30 days prior to undertaking any construction activities, Oquirrh shall provide Goodman with a written Notice of Construction Activities. The Notice shall include a schedule of construction events, as well as a description of construction events and actions that will be undertaken to mitigate the impact to the Goodman Property.

4.3 Parking During Construction Activities. Prior to undertaking any construction activities, Oquirrh must provide, at its sole expense, temporary replacement parking for Goodman in a location as close to the existing Goodman Property as possible to replace parking spaces on the Parking Site that may be temporarily displaced as a result of construction and development activities. At least 30 days prior to displacing parking, Oquirrh is to provide Goodman with a written Notice of Temporary Parking, identifying the anticipated dates of parking displacement and the location of the replacement parking.

4.4 Approved Development Parking Access and Utility Easements. Oquirrh hereby establishes, declares, grants and conveys to Goodman an easement in any Approved Development for a dedicated parking facility for Goodman' sole use equal to the previously available surface parking on the Parking Site which will be lost as a result of the Approved Development. The dedicated parking shall be either one level below surface, at surface level, or one level above surface. The location of the dedicated parking may be moved from the Parking Site to the property to the immediate north of the Parking Site, provided, however, that the dedicated parking shall be adjacent to the Goodman Property. Oquirrh shall bear all costs of constructing and maintaining this required parking. The access easement and utility easement described in Sections 1.2 and 1.3 above shall continue in full force if any Approved Development occurs, provided, however, the location of these easements may be moved to the property immediately to the north of the Parking Site.

5. Insurance. During the period of any construction activities on the Parking Site, Oquirrh agrees to maintain in full force and effect a builder's all-risk insurance policy covering all work to be done on the Parking Site providing coverage for all construction and related activities; Goodman shall be named as an additional insured. After construction of an Approved Development, Oquirrh shall maintain liability insurance in the minimum amount of \$1 million and name the owner of the Goodman Property as an additional insured.

Prior to any Approved Development, Goodman shall maintain liability insurance on the Parking Site with a minimum of \$1 million coverage and shall name Oquirrh as an additional insured.

6. Indemnity. Oquirrh hereby releases, indemnifies and promises to defend and hold Goodman and the tenants and occupants of the Goodman Property harmless from and against any and all liability, loss, damage, expense, action or claim, including costs and attorney fees, asserted or arising out of the acts or omissions of Oquirrh in the exercise of rights granted herein.

Goodman hereby releases, indemnifies and promises to defend and hold Oquirrh harmless from and against any and all liability, loss, damage, expense, action or claim, including costs and attorney fees, asserted or arising out of the acts or omissions of Goodman in the exercise of rights granted herein.

7. Agreement Runs With the Land. The easements, covenants and restrictions set forth in this Agreement and the obligations under this Agreement are not personal, but shall constitute covenants running with the land. The easements, covenants and restrictions shall be in favor of and for the benefit of the Goodman Property and shall burden the Parking Site and shall be binding upon and inure to the benefit of the heirs, successors and assigns of Oquirrh and Goodman.

8. Payment of Property Taxes. Goodman shall be responsible for paying property taxes on the Parking Site until such time as Oquirrh undertakes an Approved Development. Oquirrh agrees to provide Goodman with copies of all property tax assessments and notices of assessments on the Parking Site. Goodman shall also have the right to contest any such taxes or assessments. Upon undertaking construction of an Approved Development, Oquirrh shall become responsible for paying all property taxes for the Parking Site, and Goodman shall pay Oquirrh a maintenance fee of \$1,200 per year ("Maintenance Fee"). The Maintenance Fee shall be adjusted annually by the same percentage as the preceding twelve month increase in the Consumer Price Index (United States City Average for All Urban Consumers) - All Items, published by the United States Department of Labor, Bureau of Labor Statistics.

9. Enforcement. In the event of a breach of any of the covenants or agreements set forth in this Agreement, the parties hereto shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. The parties agree that in the event it becomes necessary for any party to defend or institute legal proceedings as a result of the failure of either party to comply with the terms, covenants, agreements and/or conditions of this Agreement, it is agreed that the prevailing party in such litigation shall be entitled to be reimbursed for all costs incurred or expended in connection with the litigation, including, but not limited to, reasonable attorney fees (including appellate fees) and court costs.

10. Waiver. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

GOODMAN OQUIRRH LLC, a Washington limited liability company

By [Signature]
John A. Goodman, Manager

OQUIRRH ASSOCIATES, LLC, a Utah limited liability company, holding title as successor to Oquirrh Associates, a limited partnership

By [Signature]
Its mgr

STATE OF WASHINGTON
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that John A. Goodman is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of Goodman Oquirrh LLC a Washington limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 1st day of May, 1998.



[Signature]
(Signature of Notary)

Trich Smith
(Legibly Print of Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at Redmond

My appointment expires 6-29-99

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STATE OF UTAH

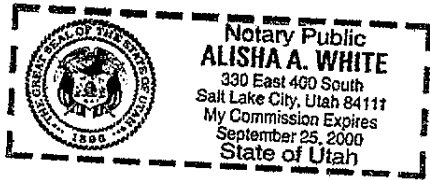
COUNTY OF Salt Lake

SS.

I certify that I know or have satisfactory evidence that Steve Harmsen is the person who appeared before me, and said person acknowledged that said person signed this , on oath stated that said person was authorized to execute the instrument and acknowledged it as the Manager of Quirrh Associates LLC a Utah limited liability company, to be the free and voluntary act of such company for the uses and purposes mentioned in the instrument.

Dated this 8th day of May, 1998.

Alisha E White
(Signature of Notary)



Alisha White
(Legibly Print of Stamp Name of Notary)

Notary public in and for the state of Utah, residing at Salt Lake City

My appointment expires 9/25/00

Exhibit A
TO EASEMENT AND USE RESTRICTIONS AGREEMENT

BEGINNING at a point 155.5 feet South from the Northwest corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 73.00 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247.5 feet; thence North 9.5 feet to the point of beginning.

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Exhibit B
TO EASEMENT AND USE RESTRICTIONS AGREEMENT

LEGAL DESCRIPTION

COMMENCING at the Southeast corner of Lot 8, Block 36, Plat "B" Salt Lake City Survey, West 25 rods; thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 20 rods; thence South 10 rods to the beginning, according to the official plat thereof recorded in the office of the Salt Lake County Recorder.

TOGETHER WITH a right of way for a storm sewer over and through the following described property:

COMMENCING at a point 5 rods West of the Southeast corner of Lot 3, Block 36, Plat "B", Salt Lake City Survey and running thence West 15 rods to 3rd East Street; thence North 9 1/2 feet; thence East 15 rods to a point on the Grantor's East boundary 9 1/2 feet North of the place of beginning, thence South 9 1/2 feet to the place of BEGINNING.

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Exhibit C
TO EASEMENT AND USE RESTRICTIONS AGREEMENT

Parcel C

Commencing at a point West 25 rods from the Southeast corner of lot 8, block 36, plat "B", SALT LAKE CITY SURVEY, and running thence North 5 rods; thence East 5 rods; thence North 5 rods; thence East 6 feet, thence South 10 rods, thence West 5 rods and 6 feet to point of beginning.

Together with a right of way for a storm sewer over and through the described property:

Commencing at a point 5 rods West of the Southeast corner of lot 3, Block 36, Plat "B", SALT LAKE CITY SURVEY, and running thence West 15 rods to 300 East Street; thence North 9 ½ feet; thence East 15 rods to a point on the East boundary 9 ½ feet north of the place beginning, thence South 9 ½ feet to the place of commencement.