

6894275

When recorded, mail to:

Richard L. Blanck, Esq.
175 East 400 South, Suite 900
Salt Lake City, Utah 84111

6894275
03/17/98 2:29 PM 22.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: R JORDAN DEPUTY - WI

Mail tax notice to:

D213946

**EASEMENT AGREEMENT
(10 Parking Spaces)**

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Winthrop Court, L.C., a Utah limited liability company (the "Grantor"), hereby grants, conveys, and warrants to MTB Enterprises, Inc., a Utah corporation, and their successors and assigns as to the dominant tenement (the "Grantee"), the following perpetual, nonexclusive easements upon and across that certain real property located in Salt Lake County, Utah, and more particularly described as follows (the "Servient Tenement"):

See the attached Exhibit A (the legal description of the Servient Tenement), which is incorporated herein;

for the benefit of and appurtenant to that certain real property located in Salt Lake county, Utah, and more particularly described as follows (the "Dominant Tenement"):

See the attached Exhibit B (the legal description of the Dominant Tenement), which is incorporated herein.

A nonexclusive easement upon and across the Servient Tenement for pedestrian and vehicular ingress to and egress from the Dominant Tenement; and

To use ten (10) parking spaces measuring nine feet by eighteen feet located on the Servient Tenement.

Provided, however, that the Grantor shall maintain the Servient Tenement;

Reserving unto the Grantor, its successors and assigns as to the Servient Tenement, the right to use the Servient Tenement for any and all purposes that do not reasonably interfere with the Grantee's use thereof for the purposes specified herein and reserving unto Grantor, its successor and assigns as to the Servient Tenement, the right to relocate the access for vehicular ingress and egress to 500 East Street and/or 600 East Street, Salt Lake City, Utah and to relocate the ten (10) parking spaces from time to time during future construction. At such time as future construction is completed, Grantor and Grantee

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agree that a permanent location of ingress and egress and parking stalls shall be designated by Grantor. Pedestrian access shall remain at approximately the same location at south of Grantee's Dominant Tenement.

Grantor shall be responsible for the payment of all taxes and assessments attributable to the easement property and for the maintenance of the easement property.

Said easements are intended to be restricted to the now existing asphalt paving which is shown in more particular detail on that certain survey prepared by EWP Engineering, Inc., as Project Number EA470597, dated March 3, 1998, by Kenneth W. Watson, a Registered Land Surveyor holding License No. 158397.

Grantor shall have the right to purchase and extinguish this easement by paying to Grantee the sum of Forty Thousand Dollars (\$40,000) on or before August 15, 1998.

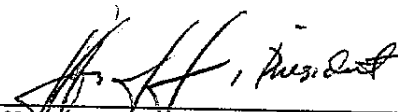
By execution of this Easement Agreement, the Grantor and Grantee agree to indemnify and hold the other party hereto harmless from and against all damages, costs, including reasonable attorneys' fees and costs, injuries, expenses, and liability arising in connection with the Grantor's or Grantee's (whichever the case may be) use of the easements granted hereunder, including, without limitation, Grantor's and Grantee's invites, customers and employees.

If either party to this Easement shall bring any action to enforce the terms hereof, the prevailing party in such action shall receive from the unsuccessful party reasonable attorneys' fees and costs.

DATED this 17th day of March, 1998.

WINTHROP COURT, L.C.,
a Utah limited liability company

By: **American Housing Corporation,**
Managing Member

By: 

Jeffrey J. Jonas, President

MTB ENTERPRISES, INC.,
a Utah limited partnership

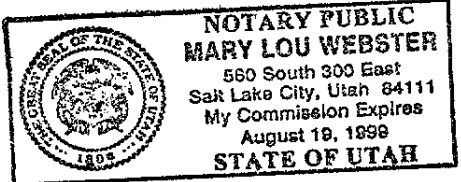
By: Michael T. Bilanzich

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

On the 17th day of March, 1998, personally appeared before me, Jeffrey J. Jonas, who being by me duly sworn, did say that he is the President of American Housing Corporation, a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Jeffrey J. Jonas acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
8-19-99



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

On the 17th day of March, 1998, personally appeared before me, Michael T. Bilanzich who being by me duly sworn, did say that he is the Pres. of MTB Enterprises, Inc., a corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Michael T. Bilanzich acknowledged to me that said corporation executed the same.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County, UT

My Commission Expires:
8-19-99

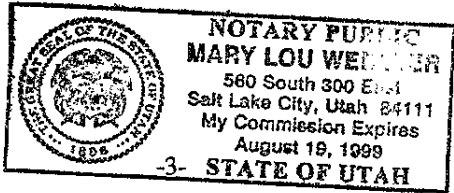


EXHIBIT "A"
PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

PARCEL 1:

BEGINNING at the Northwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence South 47 feet 9 inches; thence East 105 feet; thence South 63 feet 7-1/2 inches; thence East 31 feet; thence North 111.375 feet; thence West 136 feet to the place of BEGINNING.

PARCEL 2:

BEGINNING 47 feet 9 inches South from the Northwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence East 105 feet, more or less, to a board fence; thence South 63 feet 7-1/2 inches; thence West 105 feet to the West property line; thence North 63 feet 7-1/2 inches to the place of BEGINNING.

PARCEL 3:

BEGINNING 136 feet East from the Northwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence East 41 feet; thence South 111.325 feet (111.375 feet in some deeds of record); thence West 41 feet; thence North 111.325 feet (111.375 feet in some deeds of record) to the place of BEGINNING.

PARCEL 4:

BEGINNING 177 feet East from the Northwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence East 41 feet; thence South 96 - 3/8 feet; thence West 41 feet; thence North 96 - 3/8 feet to the place of BEGINNING.

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D213946 (MTB dominant)

EXHIBIT "B"
PROPERTY DESCRIPTION

That certain parcel of real property situated in Salt Lake County, State of Utah and more particularly described as follows:

BEGINNING 10 rods East of the Northwest corner of Lot 5, Block 38, Plat "B", Salt Lake City Survey, and running thence East 3 rods; thence South 10 rods; thence West 3 rods; thence North 10 rods to the point of BEGINNING.

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