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03/17/98 2:29 PM 23.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: R JORDAN DEPUTY - WI

When recorded, mail to:

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

Mail tax notice to:

D213946

**EASEMENT AGREEMENT
(12 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 **Robert S. Pembroke, as Custodian for Richard Pembroke, Victoria Pembroke and Michael Pembroke** 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

A nonexclusive easement upon and across the Servient Tenement to use twelve (12) parking spaces measuring nine feet by eighteen feet, from 7 a.m. to 6 p.m., Monday through Friday, not including legal holidays as defined under Utah law.

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 ingress and egress to 500 East Street, Salt Lake City, Utah and to relocate the twelve (12) parking spaces from time to time during future construction. At such

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time as future construction is completed, Grantor and Grantee agree that a permanent location of ingress and egress and parking stalls shall be designated by Grantor.

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, for the sum of Five Thousand Dollars (\$5,000), paid to Grantee, receipt of which is hereby acknowledged, shall have the right to purchase and extinguish this easement by paying to Grantee the sum of One Hundred Thirty-Five Thousand (\$135,000) on or before May 1, 1998. In the event Grantor pays said sum to Grantee on or before said date, Grantee shall have the continued right to use this easement for a period of one hundred eighty (180) days from and after May 1, 1998.

By acceptance of this Easement Agreement, the Grantee agrees to indemnify and hold the Grantor harmless from and against all damages, costs, including reasonable attorneys' fees and costs, injuries, expenses, and liability arising in connection with the Grantee's use of the easements granted hereunder, including, without limitation, 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 10th day of March, 1998.

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


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

By: 
Jeffrey J. Jonas, President

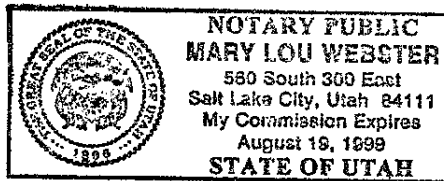

Robert S. Pembroke, as Custodian for
Richard Pembroke, Victoria Pembroke
and Michael Pembroke

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

On the 16th 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.



NOTARY PUBLIC
Residing at: Ph County, UT

My Commission Expires:
8-19-99



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

On this 16 day of March, 1998, personally appeared before me **Robert S. Pembroke**, as **Custodian for Richard Pembroke, Victoria Pembroke and Michael Pembroke** the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.


NOTARY PUBLIC
Residing at: Ph County, UT

My Commission Expires:
8-19-99

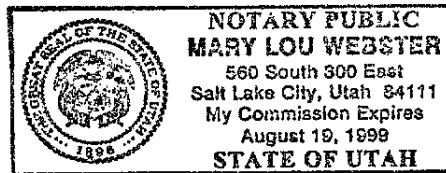


EXHIBIT "A"
PROPERTY DESCRIPTION

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

PARCEL 9:

BEGINNING at the Southwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence South 9 feet 11 inches; thence East 80 feet 1 inch; thence North 63 feet 6 1/2 inches; thence West 80 feet 1 inch; thence South 53 feet 7 1/2 inches to the place of BEGINNING.

PARCEL 10:

COMMENCING 3 1/2 rods South from the Northwest corner of Lot 3, Block 38, Plat "B", Salt Lake City Survey; thence North 47 feet 10 inches; thence East 80 feet 1 inch; thence South 47 feet 10 inches; thence West 80 feet 1 inch to the place of BEGINNING.

PARCEL 11:

BEGINNING at a point 3 1/2 rods South and 121 feet 3 inches East from the Southwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence North 111 feet 4 1/2 inches; thence East 41 feet 8 inches; thence South 111 feet 4 1/2 inches; thence West 41 feet 8 inches to BEGINNING.

PARCEL 12:

BEGINNING 3 1/2 rods South and 80 feet 1 inch East from the Southwest corner of Lot 4, Block 38, Plat "B", Salt Lake City Survey, and running thence North 111 feet 4 1/2 inches; thence East 41 feet 2 inches; thence South 111 feet 4 1/2 inches; thence West 41 feet 2 inches to BEGINNING.

D213946 (Pembroke 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:

PARCEL 1:

BEGINNING at a point 105 feet North of the Southwest corner of Lot 2, Block 38, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 60 feet; thence West 165 feet; thence South 60 feet to the point of BEGINNING.

PARCEL 2:

BEGINNING at the Southwest corner of Lot 3, Block 38, Plat "B", Salt Lake City Survey, and running thence East 165 feet; thence North 107.25 feet; thence West 165 feet; thence South 107.25 feet to the point of BEGINNING.

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