

EASEMENT AGREEMENT

4964990

Commencing 82-1/2 feet South of Northwest corner of Lot 3, Block 36, Plat "B" of Salt Lake City Survey running thence East 247-1/2 feet; thence South 82-1/2 feet; thence West 247-1/2 feet; thence North 9-1/2 feet; thence East 165 feet; thence North 40 feet; thence West 165 feet; thence North to point of Beginning.

SUBJECT TO a Conditional right-of-way over any portion of the following used for parking Commencing 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 73.0 feet; thence East 82.5 feet; thence South 82.5 feet; thence West 247-1/2 feet; thence North to Place of Commencement.

GRANTOR expressly reserves the right to cross over said Conditional Right-of-Way to gain access to adjacent property. In the event of new construction passage may be restricted, within reason, without other provision during construction on said property and right-of-way would be limited to remaining unbuild area thereafter; as long as adjacent property to the East of above property has access to the South and West property lines.

RESERVING UNTO THE GRANTOR a First Right of Refusal shall only be applicable when the grantee sells or transfer subject property and in the event the grantee resales or transfers the subject property the grantee shall give unto the grantor, in written form, a copy of the sales agreement. Said written notice shall be given to the grantor at least 15 days prior to the actual closing of the resale and the grantor shall have 10 days from said written notice to notify the grantee that the grantor desires to exercise his right to repurchase on the same terms as the new resale agreement. If the grantor does not exercise his right to repurchase, at the time of the resale, this Right of First Refusal and the above mentioned conditional right-of-way shall then become null and void and shall not be applicable for any resale at a later time by any subsequent buyer. This First Right of Refusal shall not terminate if the grantee herein conveys, or assigns, his interest to a corporation, partnership, or Grantee would have an interest in or Current Church Owner or Parent.

MTB Enterprises Inc.

Michael Blanzeeh pro

GRANTOR

[Signature]  
GRANTEE Odyssey Assoc.

[Handwritten initials]

4964990  
13 SEPTEMBER 90 09:31 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
MERRILL TITLE  
REC BY: REBECCA GRAY, DEPUTY

BOOK 6252 PAGE 0650

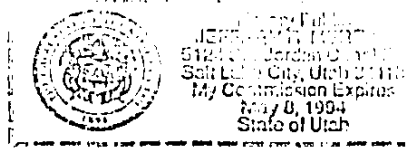
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

On the 11th day of September, 1990, personally appeared before me STEVE HARMSEN, the signer(s) of the above instrument, who duly acknowledged to me that he executed the same.

  
Notary Public

My Commission Expires: 05/08/90

Residing at: SALT LAKE CITY, UTAH



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

On the 11th day of September, 1990, personally appeared before me MICHAEL BILANZICH, who being by me duly sworn, did say, each for himself, that he, the said MICHAEL BILANZICH is the PRESIDENT of said Company, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and said MICHAEL BILANZICH each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of the said corporation.

  
Notary Public

My Commission Expires: 05/08/90

Residing at: SALT LAKE CITY, UTAH

