

Rerecorded to correct legal description in EXHIBIT "A".

RECORDER  
COUNTY,  
Dec 23 1 29 PM '83  
MAYNARD L. DIXON  
RECORDER  
COUNTY,  
C.S. Bramhall  
Christoph  
Lowell Hurst

3918077

RECIPROCAL GRANT OF PARKING EASEMENT

~~3918077~~

WHEREAS, HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah not-for-profit corporation having a mailing address of 1045 East 100 South, Salt Lake City, Utah 84102, is the owner of that certain parcel of real property described in EXHIBIT A hereto (said real property hereinafter referred to as TRACT I); and

WHEREAS, the property described in EXHIBIT B hereto is part of TRACT I but is currently subject of a ground lease agreement wherein the said property is leased by Holy Cross to a ground lessee (the property described in EXHIBIT B is hereafter referred to as TRACT II); and

WHEREAS, Holy Cross is desirous of creating reciprocal rights for itself, its successors and assigns (including mortgagees and purchasers at foreclosure sales) as to TRACT II and for itself, its successors and assigns (again including mortgagees and purchasers at foreclosure) as to the remainder of TRACT I, parking rights in the nature of an easement;

NOW THEREFORE, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), in hand paid by the GRANTEE(S), the receipt of which is hereby acknowledged, and other valuable consideration as set forth herein, Holy Cross, as GRANTOR, hereby grants, bargains, transfers, assigns and conveys to Holy Cross, as GRANTEE, and its heirs, successors and assigns, a mutual, reciprocal, and non-exclusive easement and right-of-way for parking use on areas which are now or hereafter shall be designated and improved in the discretion of GRANTOR for parking purposes on TRACT II for the benefit and use of said GRANTEE as the owner of TRACT I (less TRACT II) ("heirs, successors and assigns" herein including any mortgagee of TRACT I or beneficiary or trustee under a trust deed covering said TRACT I) to be utilized by said GRANTEE, heirs, successors and assigns of said GRANTEE and by lessees, business invitees, and customers and employees of GRANTEE and of lessees.

LIKewise, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00), in hand paid by the GRANTEE(S), the receipt of which is hereby acknowledged, and other valuable consideration as set forth herein, Holy Cross, as GRANTOR, hereby grants, bargains, transfers, assigns and conveys to Holy Cross, as GRANTEE, and to its heirs, successors and assigns, a mutual, reciprocal, and non-exclusive easement and right-of-way for parking use on areas which are now or hereafter shall be designated and improved in the discretion of GRANTOR for parking purposes on TRACT I (less TRACT II) for the benefit and use of said GRANTEE as the owner of TRACT II ("heirs, successors and assigns" herein including any mortgagee of TRACT II or beneficiary or trustee under a trust deed covering said TRACT II) to be utilized by said GRANTEE, heirs, successors and assigns of said GRANTEE and by lessees, business invitees, and customers and employees of GRANTEE and of lessees.

AND IT IS to be particularly noted that this present easement is among other considerations being made, granted and conveyed so as to assist and facilitate the obtaining of construction and permanent financing by SOUTHWEST VALLEY MEDICAL PARTNERSHIP, a Utah general partnership, having a mailing address of 64 East 6400 South, Suite 220, Murray, Utah 84107, as regards the building of a certain project entitled the "Southwest Valley Medical Partnership Project"/"Holy Cross Medical Office Buildings" on TRACT II.

Prepared by:  
Christopher E. Bramhall  
Chapman and Cutler  
50 South Main, Suite 800  
Salt Lake City, Utah 84144

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2199  
BOOK 5539 PAGE 2760

FURTHERMORE, Holy Cross, as GRANTOR, in consideration of ONE AND NO/100 DOLLARS (\$1.00), in hand paid by the GRANTEE(S), the receipt of which is hereby acknowledged, and other good and valuable consideration as set forth herein hereby grants, bargains, transfers, assigns and conveys to Holy Cross, as GRANTEE, and to its heirs, successors and assigns, (subject to applicable zoning and other governmental restrictions in effect from time to time, the non-exclusive right of access to and easement under, upon, over and across TRACT II during the time of any construction by GRANTEE, its heirs, successors and assigns, on TRACT I (less TRACT II) for ingress, egress, storage of construction materials, pedestrian traffic, truck and equipment traffic and other uses incidental to and reasonably required in connection with construction associated with expansion of the hospital and related facilities on TRACT I (less TRACT II); and also reasonably required for pipe, sewer, water, electrical lines and other related utility purposes; PROVIDED HOWEVER, that the exercise of the aforesaid rights and use of the aforesaid easements shall be limited so as to cause the minimum amount of disruption and damage to the property and improvements on TRACT II; PROVIDED FURTHER, that such exercise and use shall be subject to the further restriction and obligation to repair and replace any damage to the improvements, landscaping, paving or other valuable appurtenances to TRACT II caused by such exercise and use; and PROVIDED FINALLY, that such exercise and use shall not cause total lack of access to any permanent building on TRACT II and shall, as to any disruption of parking on TRACT II, require provision of substantially similar and alternate parking on areas of TRACT I (less TRACT II) during any such disruption.

IT IS HEREBY further agreed and understood that nothing herein shall be construed to constitute a merger of the easement hereby granted into any other interest, the intent of the GRANTOR for the benefit of the GRANTEES being to the contrary. The reciprocal, non-exclusive easements for parking purposes, granted herein, shall be subject to reasonable parking and traffic regulation and space designations by the GRANTOR of the same.

SIGNED AND DELIVERED this 29<sup>th</sup> day of December, 1983, at Salt Lake City, Utah.

HOLY CROSS HOSPITAL OF SALT LAKE CITY, a Utah not-for-profit corporation

By Sister Margo Cain, D.S.C.  
Its President

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

On the 29<sup>th</sup> day of December, 1983, personally appeared before me Sister Margo Cain, who being by me duly sworn did say that she is the President of Holy Cross Hospital of Salt Lake City, a Utah not-for-profit corporation, and that the foregoing instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its Board of Directors, and said Sister Margo Cain acknowledged to me that said corporation executed the same.

My Commission Expires:

7-6-85

Walter B. Johnson  
Notary Public  
Residing in Salt Lake County, Utah

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EXHIBIT "A"

TRACT "I" real estate located in the County of Salt Lake, State of Utah, described as follows:

Beginning at a point South 89 degrees 27 minutes 55 seconds East 74.9 feet from the Southwest corner of the Northeast quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0 degrees 10 minutes East 264 feet; thence West 75.7 feet to the quarter section line; thence along the quarter section line North 0 degrees 06 minutes 14 seconds West 1065.495 feet, more or less to the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 5; thence along the North line thereof South 89 degrees 32 minutes 34 seconds East 1033.45 feet; thence South 0 degrees 01 minutes 47 seconds West 1330 feet, more or less, to the quarter section line; thence along said line North 89 degrees 27 minutes 55 seconds West 958.1 feet, more or less, to the point of beginning.

EXCEPTING therefrom, however, the following described parcel:

Beginning at a point on the centerline of 9000 South Street, which point is North 0 degrees 06 minutes 14 seconds West along the 1/4 section line 6.08 feet and North 89 degrees 56 minutes East along the centerline of 9000 South Street 494.17 feet from the center of Section 5, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence North 0 degrees 01 minutes 47 seconds West 197.25 feet; thence North 49 degrees 56 minutes East 237.64 feet; thence North 89 degrees 56 minutes East 355.59 feet; thence South 0 degrees 01 minutes 47 seconds East 350.00 feet to the centerline of 9000 South Street, thence South 89 degrees 56 minutes West 537.53 feet to the point of beginning.

EXHIBIT "B"

TRACT "ii" real estate located in the County of Salt Lake, State of Utah, described as follows:

*Survey*  
Beginning at a point located North 0 degrees 09 minutes 02 seconds East, 736.36 feet and South 89 degrees 50 minutes 58 seconds East, 104.00 feet from Southwest corner of NE 1/4 of Section 5, Township 3 South, Range 1 West, at Salt Lake Base and Meridian; thence North 0 degrees 09 minutes 02 seconds East, 91.33 feet to the point of curvature of a 20 foot radius curve to the right whose central angle is 90 degrees and along said curve 31.42 feet; thence South 89 degrees 50 minutes 58 seconds East, 234.00 feet; thence South 0 degrees 09 minutes 02 seconds West, 266.32 feet; thence South 0 degrees 09 minutes 03 seconds West 86.14 feet; thence North 0 degrees 09 minutes 02 seconds East, 210.37 feet; thence North 89 degrees 50 minutes 58 seconds West, 188.00 feet to point of beginning.

*900*  
*Deed*  
*Madeline Pope*

HEREMAN TITLE CO.  
DEP

MAR 19 4 18 PM '81

KATHLEEN L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH

~~BOOK 5518 PAGE 2292~~

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