

5623353

EASEMENT AGREEMENT

1600

5623353
06 OCTOBER 93 10:40 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: SHARON WEST , DEPUTY

(2)

THIS AGREEMENT, made and entered into this 5TH day of ~~September~~ ^{OCTOBER}, 1993, by and between P.P.M.C, INC., A Utah corporation whose address is 3212 South State Street, Salt Lake City, Utah 84115 ("Grantor"), and FIRST HEALTH REALTY, INC., a Utah corporation whose address is 6975 Union Park Center Suite 600, Utah 84047 ("Grantee"), WITNESSETH: SALT LAKE CITY, UT 84047

WHEREAS, Grantee is the owner of that certain parcel of real property located at approximately 2739 South 1935 West, in Salt Lake County, Utah, more particularly described as follows:

beginning at a point South 89°57'30" West 968.00 feet and North 00°03'10" West 348.05 feet from the South quarter corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°03'10" West 60.00 feet; thence South 89°56'50" West 252.00 feet; thence North 00°03'10" West 159.68 feet; thence North 89°56'50" East 230.00 feet; thence North 00°03'10" West 93.17 feet; thence North 89°57'18" East 470.00 feet; thence South 00°03'10" East 312.87 feet; thence South 89°57'30" West 448.00 feet to the point of BEGINNING

and,

WHEREAS, Grantor is the owner of a parcel of real property adjoining Grantee's property on the south, located between Grantee's property and a street commonly known as 2770 South Street, and,

WHEREAS, Grantee desires to have vehicle access to its parcel of property above described, across Grantor's parcel of property, to 2770 South Street, and,

WHEREAS, Grantor is willing to grant unto Grantee such access on the terms and conditions herein contained, now

THEREFORE, for good and valuable consideration and upon the terms and conditions herein set forth, the parties agree as follows:

1. Grantor hereby grants unto Grantee, a non-exclusive 15 foot wide Easement for ingress and egress over and across

FIRST AMERICAN TITLE
29305

ER677131056

Grantor's property, running behind an existing building located on Grantor's property, such that said easement will not interfere with the use of Grantor's building. Grantor shall have the right to determine the exact location of a curb cut to be made on the boundary separating Grantor's and Grantee's property which will mark the northern end of said easement, the approximate point of the center line of said easement being described as follows:

BEGINNING at a point which is South 89°57'30" West 968 feet and North 0°03'10" West 408.05 feet and South 89°56'50" West 20 feet from the South $\frac{1}{4}$ corner of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 0°03'10" East 408.05 feet, more or less, to the north line of 2770 South Street.

2. Grantee agrees to pay any costs associated with the construction of said easement and to pay one-half the costs of all future maintenance and repairs of said easement, including but not limited to snow removal, sweeping and surface repairs.

3. Grantor shall have the right at any time, to relocate the easement granted hereby, to any other location along the common boundary separating Grantor's and Grantee's property, east of the above described location, across Grantor's property. In the event Grantor so elects to change the location of the easement, Grantee, its successors or assigns agree to pay all costs associated with the relocation and improvement of the new easement, such that the new easement is improved to the same extent as the old easement. Upon Grantor's election to relocate the easement, Grantor shall notify Grantee in writing of the election, and Grantee shall have thirty days from receipt of such notification to pay Grantor for the cost of the relocation. In the event of any dispute between Grantor and Grantee regarding the cost of relocation, each party shall have the right to obtain a bid for the job. If the bids are within ten percent of each other, Grantee shall pay Grantor the average of the two bids. If the bids differ by more than ten percent, the parties shall agree upon a third party to submit a bid for the relocation and

such third parties bid, shall be binding as the amount to be paid by Grantee to Grantor. In the event Grantee fails to pay Grantor for the cost of relocation within thirty days, the easement granted hereby shall terminate and Grantor may record notice of such termination. Grantor agrees to complete the relocation of the easement within sixty days from the date of payment of the relocation costs by Grantee. Upon such relocation, Grantee shall pay for all costs of maintenance and repair of the easement, including but not limited to snow removal, sweeping and surface repairs.

4. Grantor shall provide Grantee with copies of invoices covering the costs of maintenance and repair of the easement. Grantee shall pay its share of the invoices within fifteen days after receipt.

5. It is the intent and purpose of this Agreement that the easement which is the subject hereof, run with the lands of Grantor and Grantee described above, for the benefit of Grantor and Grantee, and their respective successors and assigns. It is also the intent and purpose of the parties hereto that the obligation of Grantee set forth in paragraphs 2 and 3 above run with Grantee's land and be binding upon Grantee's successors and assigns.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first written above.

FIRST HEALTH REALTY, INC.,
Grantee

P.P.M.C., INC., Grantor

By Dwain H. Bayen

By P. H. Longster

STATE OF UTAH)

:ss.

County of Salt Lake)

On this 5th day of September, 1993, personally appeared before me PAUL E. KINGSTON, who being by me duly sworn did say that he is the PRESIDENT of P.P.M.C., Inc. and that the within and foregoing agreement was signed in behalf of said corporation by authority of a resolution of its board of directors and that said corporation executed the same.

My Commission Expires:

10-10-93

[Signature]
Notary Public
Residing at S.L.C., Utah

STATE OF UTAH)

:ss.

County of Salt Lake)

On this 5th day of September, 1993, personally appeared before me DENNIS G. BAYLES, who being by me duly sworn did say that he is the VICE PRESIDENT of First Health Realty, Inc. and that the within and foregoing agreement was signed in behalf of said corporation by authority of a resolution of its board of directors and that said corporation executed the same.

My Commission Expires:

10-10-93

[Signature]
Notary Public
Residing at S.L.C., Utah