

D-18830

E# 864000 BK 1303 PG 370
CAROL DEAN PAGE, DAVIS CNTY RECORDER
1989 JUL 18 11:36 AM FEE 9.50 DEP SMM
REC'D FOR ASSOCIATED TITLE COMPANY

NOV 29 2 11 10
04 069 00 2

EASEMENT

STATE OF UTAH)
COUNTY OF DAVIS)

KNOW ALL MEN BY THESE PRESENTS:

THAT, South Davis Community Hospical, Inc., a Utah corporation, (herein called Grantor) for and in consideration of Ten Dollars (\$10.00) to Grantor paid by Hospital Corporation of Utah (herein called Grantee), has granted and does, by these presents, grant unto said Grantee, its successors and assigns, a permanent easement for ingress and egress running with the land located on land in Davis County, Utah, and being more fully described in that certain Warranty Deed from South Davis Hospital Development, Inc. to South Davis Community Hospital, Inc. filed on February 18, 1977 in Book 636, Page 762 with the Clerk of the County Court of Davis County, Utah.

The easement herein granted is an easement for ingress and egress located across the property presently known as South Davis Community Hospital between 500 South and Lake View Hospital over and in conformity with the access road presently existing or as reasonably moved or enlarged. This easement shall also include the right to install drainage, water, heating and cooling and other utilities on or under the described land. This easement is in addition to and not in lieu of any other easements of record.

TO HAVE AND TO HOLD the above described easement unto the said Grantee herein, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantor have caused this instrument to be executed as of the 10th day of July, 1989.

SOUTH DAVIS COMMUNITY HOSPITAL, INC.

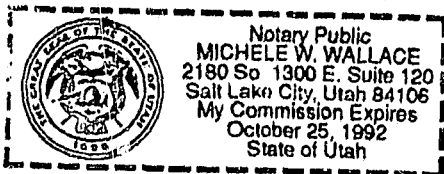
BY: Harold L. Pope
Vice President

D-17830

STATE OF UTAH)

COUNTY OF DAVIS)

This instrument was acknowledged before me on 7-10-89 by Harold L. Pope, Vice President of Davis Community Hospital, Inc., a Utah corporation, on behalf of said corporation.



Michele W Wallace
Notary's Signature

Notary Public State of Tennessee

Notary's Name, Printed, Typed or Stamped

Commission Expires: _____

Recorded at request of BLACK'S TITLE & ABSTRACT CO. Order No. 4522 Fee Paid \$ 3.50
Date FEB 18 1977 12:31 PM. MARGUERITE S. BOURING, Recorder, Davis County
By Janet Dasher Deputy Book 636 Page 262

454391

SPECIAL WARRANTY DEED

77 W. 29-21-1E

SOUTH DAVIS HOSPITAL DEVELOPMENT, INC., a corporation organized and existing under the laws of the State of Utah, with its principal office at Bountiful, Davis County, State of Utah, Grantor, hereby CONVEYS and WARRANTS to SOUTH DAVIS COMMUNITY HOSPITAL, INC., Grantee, non-profit corporation of the State of Utah, of Davis County, State of Utah, for the sum of TEN DOLLARS and other valuable consideration, the following described tract of land in Davis County, State of Utah:

Beginning on the East line of a street at a point 100.96 feet East and South 0°07' West 84.22 feet from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Meridian, in the City of Bountiful, and running thence South 0°07' West 249.64 feet along the East line of said street to a point 150 feet North of the North line of another street; thence East 150.0 feet; thence South 0°07' West 150.0 feet to the North line of said street; thence East 108.92 feet along the North line of said street; thence North 0°07' East 236.5 feet; thence East 194.5 feet; thence North 0°07' East 140.5 feet; thence East 115.5 feet; thence South 0°07' West 377.0 feet to the North line of a street; thence East 27.4 feet along said street; thence North 0°07' East 226.81 feet; thence East 180.81 feet; thence North 0°07' East 257.05 feet, more or less, to the North line of said Section 29, thence West 587.90 feet along the North line of said Section; thence South 0°07' West 84.22 feet; thence West 188.60 feet to the point of beginning.

04-069-0002

Except that the following portion of the above described tract shall remain as automobile parking area for joint use of Grantee and the Grantor and its Assigns

for a period of twenty years from January 31, 1967:

Beginning at a point which is South 0°07' West 249.64 feet and East 150 feet from the point of beginning of the entire tract above described and running thence South 0°07' West 150 feet; thence East 108.92 feet; thence North 0°07' East 150 feet; thence West 108.92 feet to beginning.

The Grantee may require the Grantor and its Assigns to pay one-half of the reasonable costs of maintenance and operation of said parking lot as a condition to the continued joint use.

Subject to an existing first mortgage in favor of Dovenmuehle, Inc. dated the 20th day of September, 1963 and recorded the 13th day of October, 1963 in the office of the Davis County Recorder, Book 278 of Official Records, page 263, in the original principal sum of \$560,000.00, and the balance of which mortgage the Grantee assumes and agrees to pay according to the terms thereof.

The warranty of the Grantor after January 31, 1967 is limited to the acts of the Grantor and those claiming by, through or under the Grantor.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, the Grantor has caused its corporate name

- Abstracted
- Indexed
- Entered
- Platted
- On Margin
- Compared

George Dasher