

8928709

MNT: 030 34222

PARCEL NOS: 22-20-178-006 & 007

When Recorded Mail to Grantee at:
380 East Main Street, Building B, 2nd Floor
Midway, UT 84049

8928709
12/19/2003 10:57 AM 24.00
Book - 8925 Pg - 4603-4609
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: ZJM, DEPUTY - WJ 7 P.

**AGREEMENT FOR EASEMENT
AND RIGHT OF WAY**

THIS AGREEMENT is made and entered into on this 18 day of December, 2003 by and between BIC MURRAY MEDICAL PROPERTIES, L.L.C., a Utah limited liability company of 380 East Main Street, Building B, 2nd Floor, Midway, Utah 84049, as GRANTEE, and NORMA J. RAMOSELLI, an adult woman, of 6575 South 900 East, Salt Lake City, Utah 84121, as GRANTOR.

WHEREAS, Grantor is the owner of certain real property located in Salt Lake County, State of Utah that is more particularly described on the Exhibit "A" that is attached hereto and by this reference made a part hereof (hereinafter the "Grantor's Property").

WHEREAS, Grantee is the owner of a certain parcel of real property which abuts the Grantor's Property and which is also located in Salt Lake County, State of Utah and that is more particularly described on the Exhibit "B" that is attached hereto and by this reference made a part hereof (hereinafter the "Grantee's Property").

WHEREAS, Grantee is desirous of obtaining an easement and right of way over, under and across a portion of the Grantor's Property for ingress and egress and utility access to and from 6600 South Street for the benefit of Grantee's Property. Grantor is willing to grant such an easement and right of way upon certain terms and conditions.

THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the mutual covenants and agreements contained herein and in the Option to Purchase Easement agreement executed previously by the parties, Grantor and Grantee hereby agree as follows:

1. GRANT OF EASEMENT AND RIGHT OF WAY. The Grantor hereby grants and conveys to the Grantee: (a) a perpetual non-exclusive easement and right of way over and across the Easement Area described below for full and free right of access for Grantee, its tenants, servants, visitors and licensees at all times hereafter with or without vehicles for the purpose of providing for ingress and egress to and from 6600 South Street to the Grantee's Property; and, (b) a perpetual non-exclusive easement under

the Easement Area for the purpose of installing and maintaining utility lines of any type or nature for the purpose of providing utility services to the Grantee's Property. Any and all utility lines installed and maintained on the Easement Area shall be underground only, and no utility lines or facilities may be or shall be placed above ground on the Easement Area. Further, it is understood and acknowledged by Grantee this easement shall be non-exclusive as to the Grantor, and she and any and all of her invitees, transferees, assigns and successors may use the Easement Area for access to Grantor's Property and for connection to and use of all utility lines located within the Easement Area and within the easement area that immediately adjoins the Easement Premises on the east. Further, Grantor does not warrant title to Grantor's Property and/or the Easement Area or to any of the legal descriptions contained herein. Grantee is responsible to confirm ownership of Grantor's parcel and/or the Easement Area and to confirm the accuracy of all legal descriptions contained herein.

2. EASEMENT AREA. The Easement Area upon the Grantor's Property to which the foregoing grants apply and are to be confined is described as follows:

BEGINNING at a point which is 117.80 rods (1943.70 feet) South and North 89° 30' 00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and South 197.00 feet and East 80 feet from the Northeast Corner of the Northwest Quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence West 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence East along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

(Parcel No. 22-20-178-006)

3. APPURTENANT. It is understood and agreed that the easement and right of way granted herein shall be appurtenant to and shall run with the title to the Grantee's Property.

4. IMPROVEMENTS TO EASEMENT RIGHT OF WAY. It shall be the sole responsibility of the Grantee to construct and install any and all roadway, landscaping and utility improvements within the Easement Area that may be required to accommodate the use and development of the Grantee's Property. The Grantor shall not be assessed for any fees, charges, costs or expenses associated with the improvement of the Easement Area. Grantee may asphalt the Easement Area but shall construct and maintain in perpetuity a three-rail vinyl fence approximately three feet in height (similar to those existing in the immediate area) with a planting area and a curb located between the west line of the Easement Area and the asphalted area. Further, Grantee shall be responsible at its cost after installation to maintain all of the improvements on the Easement Area in a good and presentable condition and state of repair at all times. However, at such time if and when any successor to Grantor shall develop Grantor's Property and use the Easement Area as access to such property on an ongoing commercial basis, such successor shall pay its proportional share of the reasonable costs

of maintaining that portion of the Easement Area that the successor uses for access purposes. All such maintenance costs shall be first approved and agreed upon by both parties before the maintenance work is done.

5. IMPROVEMENTS TO GRANTEE'S PROPERTY. For such period as Grantor shall own and/or reside on Grantor's Property or any portion thereof, Grantee hereby agrees and covenants that it, together with any and all of its affiliates, partners, associates, grantees, successors, assigns and transferees, will cause the construction of all structures on such adjoining Aiello parcel to be only one-story structures not to exceed twenty-two feet (22') in height from ground level to the top of the roof line but allowing the smaller decorative additions to the roof as required by Murray City to be not more than thirty-two feet (32') in height from ground level and to be in accordance with the construction plans reviewed and approved by Grantor, and no improvement upon Grantee's Property may exceed such height during the period referenced. If at any time during the period that Grantor owns and/or resides on Grantor's Property a structure is constructed on Grantee's Property that exceeds the standard height for a commercial one-story building, this Agreement for Easement and Right of Way and the easement rights granted hereunder shall automatically terminate without further legal action and be of no further effect, and Grantor and/or her successors in interest shall then own full fee simple title to the Easement Premises without encumbrance from this Easement Agreement or anything associated therewith (including trust deeds or security interests of any nature). At such time as Grantor shall no longer own an interest in Grantor's Property or shall no longer use such property as her place of residence, this restriction on improvement height on Grantee's Property shall terminate. Further, Grantor shall have the right at Grantor's expense at any time in the future to enclose in pipe or other appropriate materials the drainage ditch which is presently located on both Grantor's and Grantee's properties and is used for drainage of water from Grantor's property and to use the same for storm drainage or other purposes associated with the commercial or residential development of Grantor's remaining property.

6. NO INTERFERENCE. At all times, the Easement Area shall be kept free and open and Grantor shall not prohibit or attempt to prohibit the use of the Easement Area by the Grantee for the purposes herein described. No improvements, barriers, structures or other obstructions shall be placed, installed, constructed or located on the Easement Area which shall prevent or interfere with the Grantee's proper use of the Easement Area.

7. SUCCESSORS AND ASSIGNS. The easement and right of way created hereby and the terms hereof shall inure to the benefit of and shall be binding upon the Grantor and the Grantee and their respective heirs, personal representatives, successors and/or assigns.

8. MISCELLANEOUS PROVISIONS.

(a) This Agreement has been executed in the State of Utah and shall be governed by and construed in all respects in accordance with the law of said state. Venue

shall be in Salt Lake County, Utah.

(b) This Agreement may be amended only by an instrument in writing signed by the parties hereto.

(c) The failure of any party to enforce the provisions of this Agreement shall not constitute a waiver unless specifically stated in writing signed by the party whose rights are deemed waived, regardless of a party's knowledge of a breach hereunder.

(d) In the event either party hereto shall be required to employ an attorney for the enforcement of any provision of this agreement, with or without suit, the defaulting party agrees to pay the prevailing party's attorney fees and other enforcement costs.

(e) Grantee and its signing representative(s) represent and warrant that the execution of this Agreement by it has been authorized and approved by all necessary corporate action of its Board of Directors. The person(s) who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacities as indicated.

(f) All performances, warranties, covenants, representations, and guaranties shall survive the closing and execution of the documents contemplated by this Agreement and shall continue to be legally binding upon the parties referenced herein.


IN WITNESS WHEREOF, the Grantor and Grantee have executed this Agreement in Salt Lake City, Utah on the day and year first written above.

GRANTOR


NORMA J. RAMOSELLI

GRANTEE

BIC MURRAY MEDICAL PROPERTIES, L.L.C.,
a Utah limited liability company

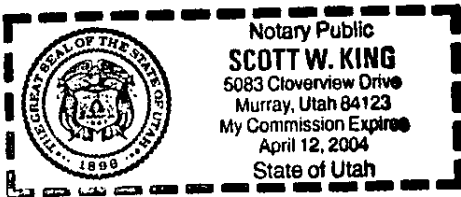
By 
Its.

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

On the 4th day of December, 2003, personally appeared before me NORMA J. RAMOSELLI, the signer of the foregoing instrument who duly acknowledged to me that she executed the same.



Notary Public

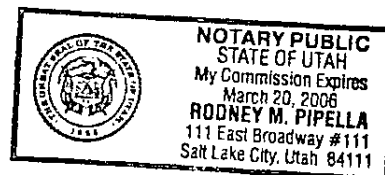
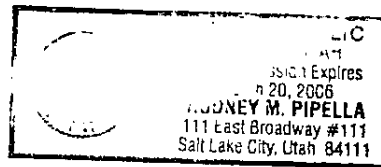


STATE OF UTAH)
) :SS.
COUNTY OF SALT LAKE)

On the 18th day of December, 2003, personally appeared before me DAVID M. NELSON, who duly acknowledged to me that ~~(s)~~he executed the foregoing document in his/her capacity as the MANAGER of BIC MURRAY MEDICAL PROPERTIES, L.L.C., a Utah limited liability company and who further acknowledged that said limited liability company executed the same.



Notary Public



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EXHIBIT "A"

(Grantor's Property)

THAT CERTAIN REAL PROPERTY situated in Salt Lake County, State of Utah
and being more particularly described as follows:

Beginning at a point South 1943.7 feet and North 89°30' West 379.50 feet and South 100 feet from the Northeast corner of the Northwest Quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 197 feet; thence East 100 feet; thence South 330 feet; thence South 89°37'52" West 631.33 feet; thence North 44° East 141.80 feet; thence West 37 feet; thence North 425.75 feet; thence North 89°35'46" East 469.83 feet to the point of beginning.

Containing approximately 6.47 acres

(Parcel No. 22-20-178-006)

(NOTE: This legal description is furnished by the Salt Lake County Recorder's office and has not been surveyed or confirmed to be accurate.)

SCHEDULE A

Order Number: 03034222C

LEGAL DESCRIPTION

PARCEL 1:

Commencing at a point located South 1941.65 feet and West 377.29 feet and South 100.00 feet from the North quarter corner of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian, as described on the Salt Lake County Surveyor Area Reference Plat of said section, dated October 1, 1992; said point also being North 00 deg. 19'30" East along the centerline of 900 East Street 525.07 feet and East 528.83 feet from the county surveyor's monument as described on said Area Reference Plat, at the intersection of 900 East Street and 6600 South Streets, said monument also being the basis for the survey conducted to describe this parcel; said point also being on the South line of the property conveyed to Utah Department of Transportation by Warranty Deed recorded July 10, 1984, as Entry No. 3965526 in Book 5572 at Page 444, said point also being the Northeast corner of the property conveyed to Norma Jean Ramoselli by Quit Claim Deed recorded November 20, 1995, as Entry No. 6217355 in Book 7273 at Page 2866; thence along said South line South 89 deg. 05'00" East 468.00 feet, more or less, (survey South 89 deg. 59'38" East along an existing fence line 531.03 feet to a fence intersection); thence South 43 deg. 28'00" West 64.81 feet (survey South 42 deg. 41'28" East along an existing fence line 64.81 feet to a rebar with surveyor cap #158397); thence continuing along said fence line, along the arc of a 74.00 foot radius curve to the right (chord bears South 21 deg. 35'14" East 54.45 feet) a distance of 55.76 feet (survey chord bears South 21 deg. 06'14" East to a rebar with survey cap #158397); thence Southerly 93.25 feet, more or less, (survey South 0 deg. 29'00" West 97.01 feet to a rebar with survey cap #158397), said point being on the North line extended of the PTR Homestead Village Incorporated property described by Special Warranty Deed recorded August 29, 1996, as Entry No. 6442920 in Book 7477 at Page 1871; thence West 531.00 feet, more or less, (survey South 89 deg. 56'19" West along an existing fence line 593.55 feet) to the Norma Jean Ramoselli property; thence North 197.00 feet (survey North 0 deg. 03'41" West 196.14 feet) to the point of beginning.

PARCEL 1A:

TOGETHER WITH a right of way over the following described tract to-wit:

Beginning at a point which is 117.80 rods (1943.70 feet) South and North 89 deg. 30'00" West 23 rods (379.50 feet) and South 100 feet across a certain 100 foot wide parcel of land conveyed to the Utah Department of Transportation as recorded in Book 5572, at Page 444, and the South 197.00 feet; and East 80 feet of the Northeast corner of the Northwest quarter of Section 20, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 20 feet; thence South 330 feet, more or less, to the center line of 6600 South Street; thence West along said center line 20 feet; thence North 330 feet, more or less, to the point of beginning.

POOR COPY
CO. RECORDER