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EA 1088238 BK1567 PG 755
DOUG CROFTS, WEBER COUNTY RECORDER
1989 SEP 06 10:52 AM FEE 21.00 DEP 6H
REC FOR ASSOCIATED TITLE

PLATED VERIFIED
ENTERED MICROFILMED

REPLACEMENT
CROSS-EASEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of August, 1989, by and between ST. BENEDICT'S HOSPITAL, a Utah nonprofit corporation, of 5475 South 800 East, Ogden, Utah 84405-6978 ("St. Benedict's"), and NORTHERN UTAH IMAGING CENTER LIMITED PARTNERSHIP, a Utah limited partnership, of 2677 East Parleys Way, Salt Lake City, Utah 84109 ("NUIC"),

W I T N E S S E T H :

WHEREAS, St. Benedict's owns certain lands in Weber County, Utah, more particularly described in Exhibit A, attached hereto and made a part hereof (the "Hospital Campus"), upon which are located the St. Benedict's Hospital and other related medical facilities;

WHEREAS, NUIC owns two parcels of real property adjacent to the Hospital Campus, which parcels are more particularly described in Exhibit B, attached hereto and made a part hereof (the "MRI Building Parcel" and the "MRI Building Parking and Access Parcel," respectively; collectively, the "NUIC Lands");

WHEREAS, St. Benedict's and Woodbury Corporation, predecessor in interest to NUIC as to the MRI Building Parcel, have previously entered into that certain Cross-Easement Agreement dated October 22, 1984, and recorded (as an exhibit to the assignment from Woodbury Corporation to NUIC) June 5, 1985, at Book 1468, page 2596 (the "Original Cross-Easement Agreement"); and

WHEREAS, St. Benedict's and NUIC now desire to terminate the Original Cross-Easement Agreement in its entirety and to enter into this Agreement in substitution therefore;

NOW THEREFORE, in consideration of the mutual grants and benefits contained herein, and the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, St. Benedict's and NUIC hereby covenant and agree as follows:

1. Termination of Original Cross-Easement Agreement.
The Original Cross-Easement Agreement is hereby terminated in its entirety.

(10) [Signature]

2. General Reciprocal Utility Easements. Subject to and in accordance with the terms hereof, St. Benedict's hereby grants to NUIC and to NUIC's successors, assigns, tenants, and invitees, and NUIC hereby grants to St. Benedict's and to St. Benedict's successors, assigns, tenants, and invitees, for a term of 60 years from the date hereof, mutual, reciprocal, non-exclusive easements, licenses, rights, and privileges for the installation, maintenance and connection to all underground utilities (including all utility lines, wires, pipes, conduits, sewers, and drainage lines) upon or under those portions of the Hospital Campus and of the NUIC Lands upon which, no buildings or other improvements are located (other than utility, landscaping, parking, road, or sidewalk improvements).

3. Reciprocal Access and Parking Easements. Subject to and in accordance with the terms hereof, and subject to existing leases and agreements, St. Benedict's hereby grants to NUIC and to NUIC's successors, assigns, tenants, and invitees, and NUIC hereby grants to St. Benedict's and to St. Benedict's successors, assigns, tenants, and invitees, so long as a hospital is operated on the Hospital Campus, mutual, reciprocal, nonexclusive easements for vehicular and pedestrian ingress and egress to and from nearby public streets and roadways upon and across roads, driveways, and sidewalks upon the Hospital Campus and the NUIC Lands as such roads, driveways, and sidewalks may exist from time to time, and for the parking of vehicles upon non-reserved parking areas located from time to time upon such lands.

4. Limitations on Utility Easements. The utility easements granted herein may be exercised by one of the parties for new utility installation on lands belonging to the other party only to the extent that reasonably comparable utility access is not available upon, across, or under the installing party's lands. The location of and scheduling of work associated with all new utility facilities shall be subject to the written approval of the owner of the lands where the facilities are to be located, which approval may not be unreasonably withheld. All costs associated with the design, installation, maintenance, and use of utility facilities, including the cost of repair or restoration of grounds, landscaping, and improvements affected by utility work, shall be borne by the party which owns the lands served by the facilities. The location, installation, maintenance and repair of all utility facilities shall be undertaken with due regard for the current and projected needs and uses of the affected lands, and in such a manner as will minimize interference with such needs and uses.

5. Limitations on Parking Easements. Each party shall be responsible for maintenance, lighting (if any), and snow removal on parking areas located on such party's lands, and each party agrees to maintain and preserve the parking, road, and sidewalk improvements on its lands in a good and safe condition.

Each party shall be responsible to require that its principal employees and those of its respective tenants, subtenants, and licensees shall park in areas mutually designated from time to time by the parties as employee parking areas except that unless mutually agreed to the contrary, each party shall have the right to permit employee parking on its own lands. Furthermore, each party agrees to take reasonable measures to prevent persons who are not customers, patients, employees, licensees, business invitees, or owners of the facilities or business conducted on the Hospital Campus or on the NUIC Lands from parking on such lands.

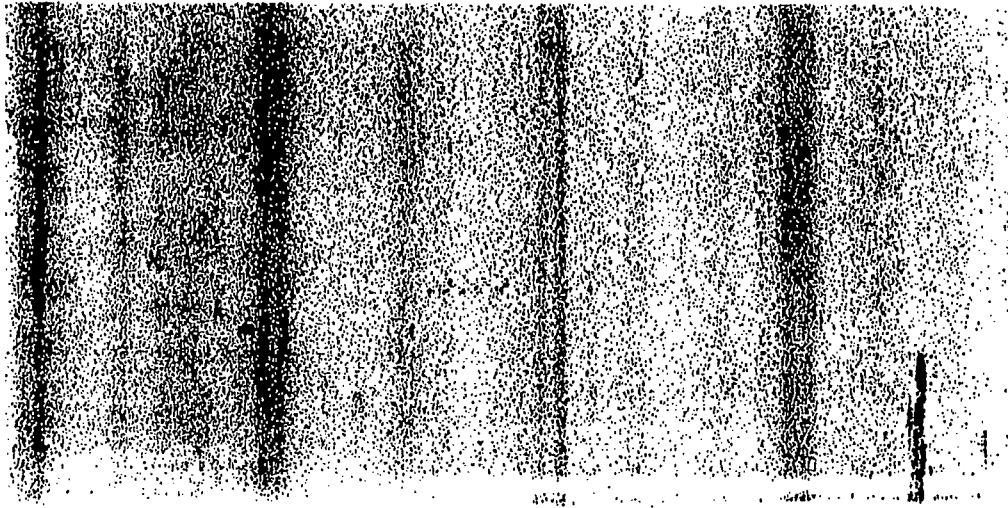
6. Preservation of Primary Parking and Access. In order to preserve the accessibility of and primary parking for the facilities owned by the parties, each party agrees not to construct any building or otherwise to materially reduce the amount of parking available on that portion of the central entrance and parking area described in Exhibit C, attached hereto and made a part hereof, which belongs to such party, without the other party's written consent, so long as a hospital is operated on the Hospital Campus.

7. Driveway and Fire Exit Access. St. Benedict's hereby grants to NUIC and to NUIC's successors, assigns, tenants, and invitees, and NUIC hereby grants to St. Benedict's and to St. Benedict's successors, assigns, tenants, and invitees, for a term of 60 years from the date hereof, mutual, reciprocal, non-exclusive easements for driveway purposes upon and across the lands described in Exhibit D, attached hereto and made a part hereof. St. Benedict's also agrees, for a term of 60 years from the date hereof, to preserve accessibility through the present doors on the north and east sides of the present building on the MRI Building Parcel as fire exits for the building.

8. Barriers between Properties. No fences, barriers or other obstructions shall be erected or maintained between the Hospital Campus and the NUIC Lands except as may be reasonably required to facilitate smooth and safe traffic flow between the parcels or as may be temporary and incidental to construction of buildings or improvements.

9. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Hospital Campus or the NUIC Lands to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the lands affected hereby (other than any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner. Notwithstanding any other provisions herein to the

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contrary, the owners of the parcels affected hereby may periodically restrict ingress and egress from their respective lands in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such a time as to have a minimum effect on the parties hereto.

10. Covenants Run with Lands. The easements, agreements, and restrictions contained herein constitute covenants running with the respective burdened lands, and are appurtenant to the respective benefitted lands.

11. Default and Remedies. In addition to any other remedy which may be available to either party hereto, each party shall have the right specifically to enforce the terms hereof through injunctive or other appropriate relief. No waiver of any default or breach by either party, and no election or waiver of any particular remedy, shall constitute an election or waiver of the same or any other breach, default, or remedy on the same or any other occasion. In the event of a breach or default hereunder, the non-defaulting party, in addition to any other relief which may be available hereunder or under applicable law, shall be entitled to recover its reasonable attorneys' fees incurred in enforcing its rights hereunder or seeking damages for the breach hereof, whether incurred through litigation or otherwise.

12. Successors and Assigns. This Agreement is binding upon the parties hereto and upon their respective successors and assigns.

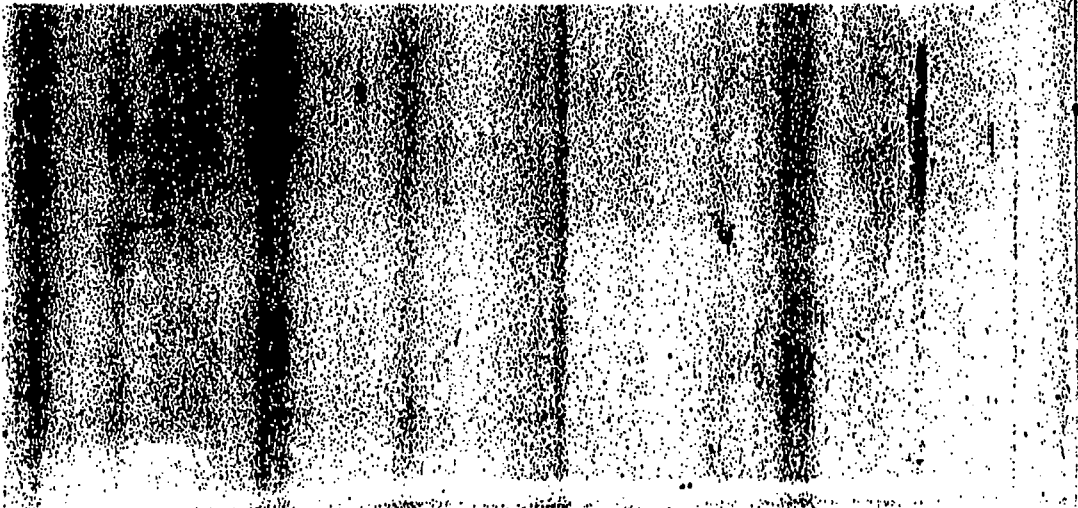
13. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ST. BENEDICT'S HOSPITAL

By *[Signature]*
Date St. Benedict, President

[Handwritten initials]



NORTHERN UTAH IMAGING CENTER
LIMITED PARTNERSHIP

BY: SEVEN OGDEN SYNDICATE, General
Partner

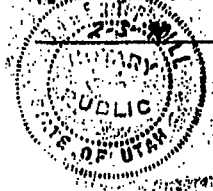
By W. Richards Woodbury
W. Richards Woodbury,
General Partner

By Wallace R. Woodbury, Trustee
Wallace R. Woodbury, Trustee
General Partner

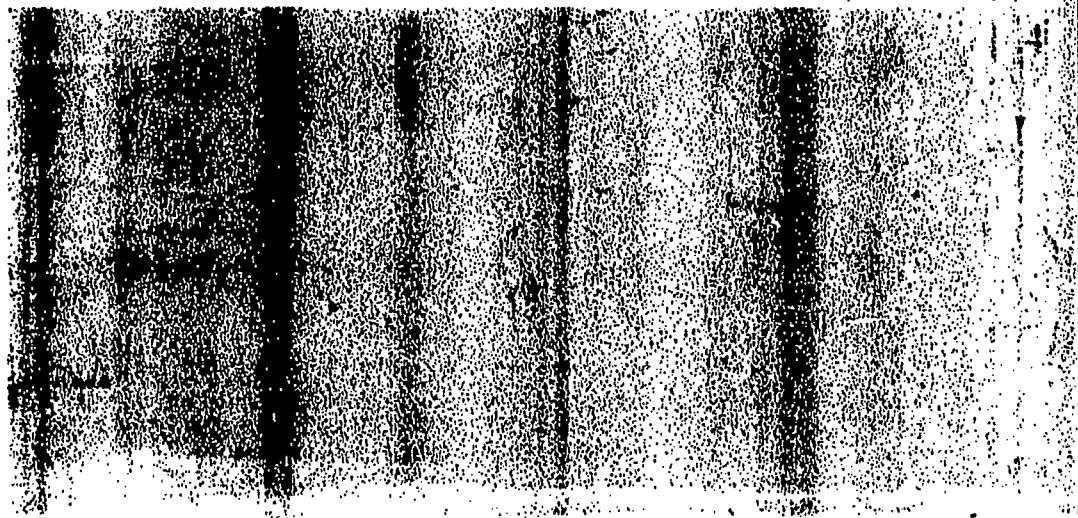
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me
this 4th day of August, 1989, by Dale St. Arnold, the President
of St. Benedict's Hospital.

My commission expires: _____



Robert P. Hill
Notary Public
Residing at: Salt Lake City



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

The foregoing instrument was acknowledged before me
this 9th day of August, 1989, by W. Richards Woodbury, general
partner of Seven Ogden Syndicate, the general partner of Northern
Utah Imaging Center Limited Partnership.



Sara L. Sawyer
Notary Public
Residing at: Salt Lake County, Utah

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

The foregoing instrument was acknowledged before me
this 9th day of August, 1989, by Wallace R. Woodbury, Trustee,
general partner of Seven Ogden Syndicate, the general partner of
Northern Utah Imaging Center Limited Partnership.

My commission expires:



Sara L. Sawyer
Notary Public
Residing at: Salt Lake County, Utah

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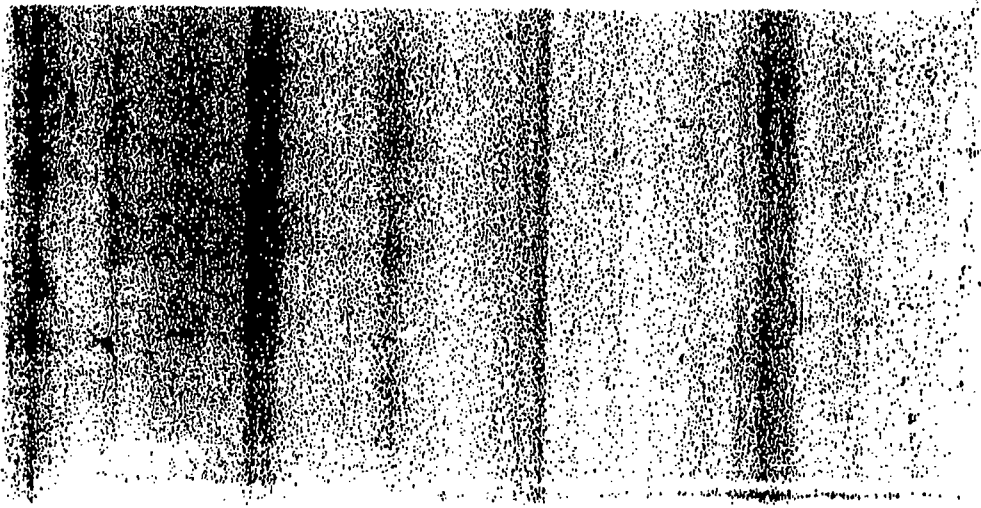


EXHIBIT A

Hospital Campus

07-053-0038, 0036, 0037, 0040, 0039, 0028,
 0052, 0054, 0027

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

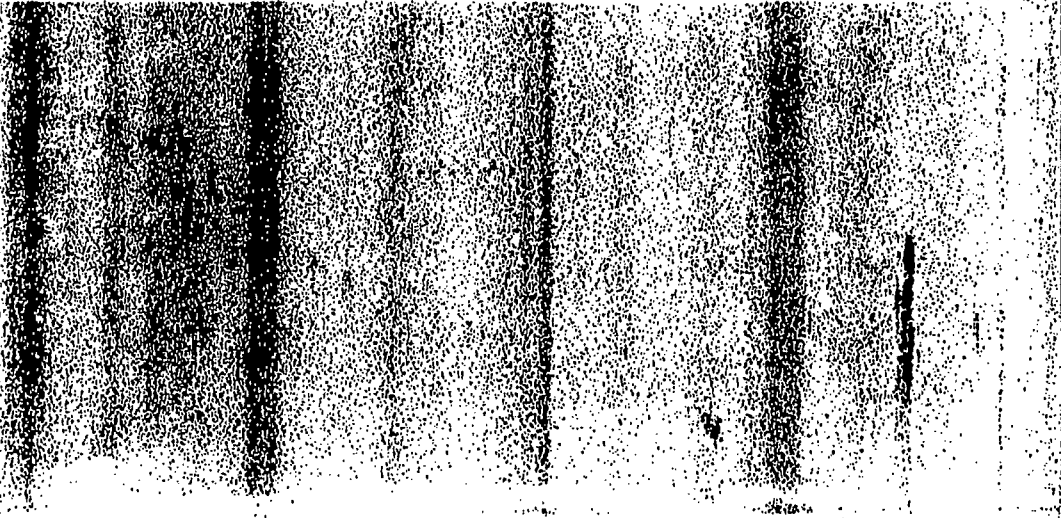
Beginning at a point on the West line of Adams Avenue which is 230.00 feet North 0°26'00" East along the East line of said Section 17 and 66.00 feet North 89°34'00" West from the Southeast Corner of said Section 17; and running thence North 89°44'56" West 326.70 feet; thence South 0°26'00" West 200.00 feet; thence North 89°44'56" West 1.8 feet (1.77 feet computed); thence South 0°28'00" West 31.93 feet more or less (31.94 feet computed); thence West 1008.50 feet (1008.53 feet computed); thence North 0°26'00" East 1415.49 feet (1415.53 feet computed); thence Northwesterly along the arc of a 156.35 foot radius curve to the left, 81.85 feet (Long Chord bears North 14°34'15" West 80.92 feet) to the Southeasterly line of 5450 South Street; thence North 60°25'30" East 66.00 feet along said Southeasterly line; thence South 29°34'30" East 100.00 feet; thence North 60°25'30" East 254.95 feet; thence North 0°26'00" East 154.83 feet; thence North 45°00'00" East 164.31 feet to the Southwesterly line of 5350 South Street; thence Southeasterly along said Southwesterly line of 5350 South Street three (3) courses as follows: South 45°00'00" East 100.00 feet; Southeasterly along the arc of a 582.06 foot radius curve to the left 452.75 feet (Long Chord bears South 67°17'00" East 441.42 feet) and South 89°34'00" East 435.00 feet to the said West line of Adams Avenue; thence South 0°26'00" West 1361.33 feet along said West line to the point of beginning.

Contains 47.882 acres.

EXCEPTING THE MRI BUILDING PARCEL DESCRIBED AS FOLLOWS:

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East outside wall of the main hospital building of St. Benedict's Hospital which is 1217.65 feet North 0°26'00" East along the East line of said Section 17 and 447.83 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 23.80 feet; thence North 72°24'35" East 86.67 feet; thence North 17°35'25" West 100.75 feet along the Easterly wall of the MRI Building; thence South 72°24'35" West 103.50 feet to a point North 17°35'25" West from the Northeast corner of the existing



Radiation Therapy Building; thence South 17°35'25" East 117.58 feet to the point of beginning.

Contains 0.243 acre.

ALSO EXCEPTING THE MRI BUILDING PARKING AND ACCESS PARCEL DESCRIBED AS FOLLOWS:

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue which is 1231.87 feet North 0°26'00" East along the East line of said Section 17 and 66.00 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 268.99 feet; thence North 17°35'25" West 73.92 feet; thence North 62°35'25" West 28.28 feet; thence North 17°35'25" West 27.53 feet; thence North 72°24'35" East 20.00 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 17.50 feet; thence South 17°35'25" East 25.00 feet; thence North 72°24'35" East 275.26 feet to said West line of Adams Avenue; thence South 0°26'00" West 78.49 feet along said West line of Adams Avenue to the point of beginning.

Contains 0.498 acre.

Overall Area	47.882 acres
Less MRI Building Parcel	0.243 acre
Less MRI Building Parking and Access Parcel	<u>0.498 acre</u>
Total - Hospital Campus	= <u>47.141 acres</u>

WB
WJ



EXHIBIT B

NUIC Lands

MRI Building Parcel

07-053-0043 ✓

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the East outside wall of the main hospital building of St. Benedicts Hospital which is 1217.65 feet North 0°26'00" East along the East line of said Section 17 and 447.83 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 23.80 feet; thence North 72°24'35" East 86.67 feet; thence North 17°35'25" West 100.75 feet along the Easterly wall of the MRI Building; thence South 72°24'35" West 103.50 feet to a point North 17°35'25" West from the Northeast corner of the existing Radiation Therapy Building; thence South 17°35'25" East 117.58 feet to the point of beginning.

Contains approximately 0.243 acre or 10,569 square feet.

MRI Building Parking and Access Parcel

07-053-0053 ✓

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue which is 1231.87 feet North 0°26'00" East along the East line of said Section 17 and 66.00 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 268.99 feet; thence North 17°35'25" West 73.92 feet; thence North 62°35'25" West 28.28 feet; thence North 17°35'25" West 27.53 feet; thence North 72°24'35" East 20.00 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 17.80 feet; thence South 17°35'25" East 25.00 feet; thence North 72°24'35" East 275.26 feet to said West line of Adams Avenue; thence South 0°26'00" West 78.49 feet along said West line of Adams Avenue to the point of beginning.

Contains approximately 0.498 acre or 21,709 square feet.

(Handwritten initials)

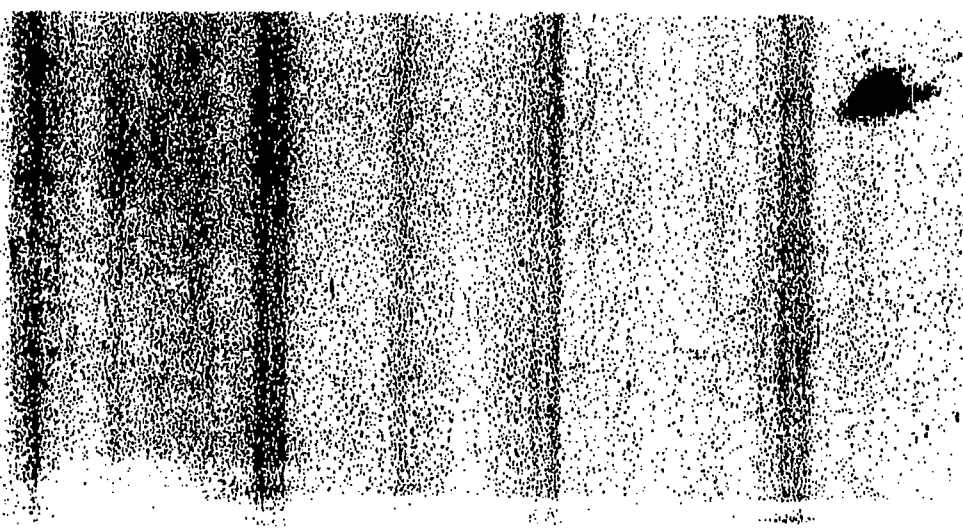


EXHIBIT C

Primary Entrance and Parking Area

07-053-0028, 0053, 0054

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue, which is 1163.65 feet North 0°26'00" East along the East line of said Section 17 and 66.00 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 271.07 feet; thence North 62°15'53" West 7.56 feet; thence North 17°35'25" West 180.94 feet; thence North 72°24'35" East 28.50 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 35.00 feet; thence North 17°35'25" West 11.07 feet; thence North 72°24'35" East 269.50 feet to the said West line of Adams Avenue; thence South 0°26'00" West 182.98 feet along said West line of Adams Avenue to the point of beginning.

Contains approximately 1.216 acres or 52,966 square feet.

WR
M

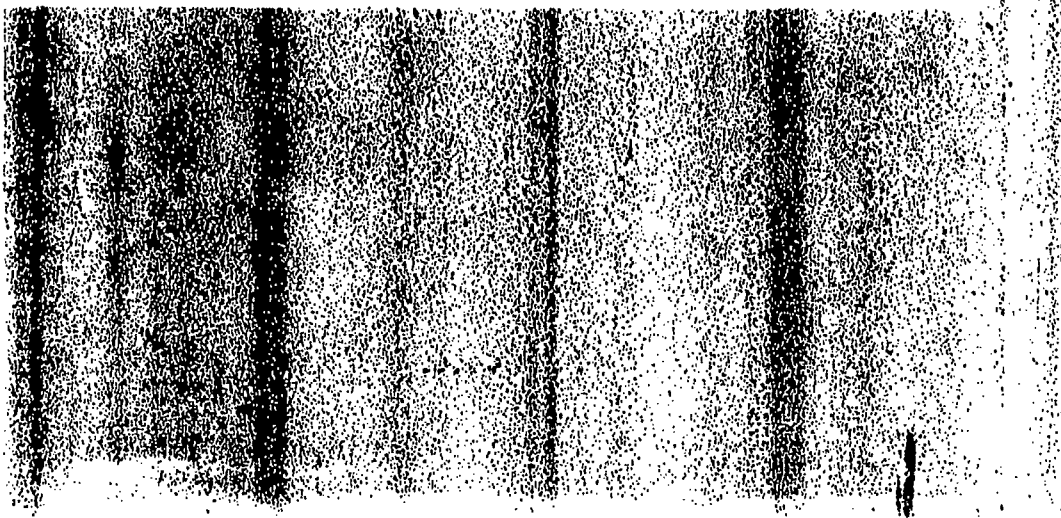


EXHIBIT D

Driveway

07-053-0053, 0054

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue, which is 1299.31 feet North 0°26'00" East along the East line of said Section 17 and 66.00 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 59.16 feet; thence North 17°35'25" West 25.00 feet; thence North 72°24'35" East 67.29 feet to the said West line of Adams Avenue; thence South 0°26'00" West 26.29 feet along said West line of Adams Avenue to the point of beginning.

Contains approximately 0.036 acre or 1,581 square feet.

pt. ~~07-053-0054~~

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