

WHEN RECORDED MAIL TO:

NO FEE

Mr. Lee Colvin
Salt Lake County Real Estate
Government Center
and
Mr. Ron Craven
THE BOYER COMPANY
127 South 500 East, Suite 310
Salt Lake City, Utah 84102

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04 MARCH 93 02:07 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMISSION CLERK
REC BY: KARMA BLANCHARD, DEPUTY

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DECLARATION OF EASEMENTS

THIS DECLARATION (the "Declaration") is made and entered into this 28th of September, 1992, by and between BOYER PRIMARY CARE CLINIC ASSOCIATES, a Utah limited partnership ("Boyer") and SALT LAKE COUNTY ("County").

RECITALS:

- A. Boyer owns a tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "A," attached hereto and incorporated herein by this reference. A portion of said tract is referred to herein as "Medical Parcel." The "Medical Parcel" is defined as the east side of the said parcel with dimensions of 27 feet "frontage" by 408 "length". The "Medical Parcel" is defined in Exhibit "C" (hatched).
- B. County owns the tract of real property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "B," attached hereto and incorporated herein by this reference. A portion of said tract is referred to herein as the "Library Parcel." The "Library Parcel" is defined as the west side of the said parcel with dimensions of 31 feet "frontage" by 408 feet "length". The "Library Parcel" is defined on Exhibit "D" (hatched).
- C. The parties desire to create certain cross easements and rights between the Medical Parcel and the Library Parcel.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Definitions. As used in this Declaration:
 - (a) "Party" means each person executing this instrument and its heirs, assigns and successors in interest with respect to the Parcel or portion of a Parcel owned by it, as the same may be shown by records of Salt Lake County, State of Utah, as of the date of

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the exercise of powers granted hereunder or the performance of or failure of performance by such Parties of the obligations created by this Declaration. Without limiting the generality of the foregoing, the term Party refers to the persons who fit the following classifications:

- (i) The person or persons holding fee title to all or any portion of the Medical Parcel or the Library Parcel.
 - (b) "Parties" means all of the persons who are a Party, taken in the aggregate.
 - (c) "Parcel" means the Medical Parcel or the Library Parcel where no distinction between the two is required by the context in which the terms are used.
 - (d) "Parcels" means the Medical Parcel and the Library Parcel.
2. Grant of Easement. The Parties grant each to the other the following perpetual reciprocal easements:
- (a) Non-exclusive easements appurtenant to each Party's Parcel for the purpose of pedestrian traffic of the Benefited Parties (as defined below).
 - (b) Non-exclusive easements appurtenant to each Party's Parcel for the purpose of furnishing ingress and egress for the vehicles of the Benefited Parties between the public streets and any and all parking areas situated on a Party's Parcel; provided that the foregoing right of access shall be limited to use for such purposes and to such extent as may be customary to use of the Parcels for commercial and public purposes (including reasonable and customary deliveries). Either Party and its successors and assigns are not permitted to alter, relocate or change the configuration of ingress and egress roads, lanes and similar routes in its Parcel without the prior written permission of the other Party. Exhibit "C" shows the ingress and egress to each Parcel as agreed to by each Party.

The easements granted above shall be for ingress and egress only and shall benefit each of the Parties and their respective tenants and concessionaires, and the customers, invitees, guests and invitees of the Parties and their respective tenants and concessionaries (all of the foregoing constituting the "Benefited Parties").

3. Duration. This Declaration and each easement, covenant, restriction, and undertaking of this Declaration shall be perpetual.

4. Modification. This Declaration and any easement, covenant, restriction or undertaking contained herein may be terminated, extended, modified, or amended as to the whole of the Parcels or any portion of them, with the unanimous consent of the Parties.
5. Not a Public Dedication. Nothing contained in this Declaration will be deemed to be a gift or dedication of any portion of either Parcel to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Declaration will be strictly limited to and for the purpose expressed herein.
6. Mutuality; Reciprocity Runs With Land.
- (a) Each and all of the easements, restrictions, covenants and rights granted or created herein are appurtenances to the Parcels and none of the easements, restrictions, covenants and rights may be transferred, assigned, or encumbered except as an appurtenance to such Parcels.
 - (b) Each and all of the covenants, restrictions, conditions, and provisions contained in this Declaration (whether affirmative or negative in nature) are made for the direct, mutual and reciprocal benefit of each Parcel; will create mutual equitable servitudes upon each Parcel in favor of each other Parcel; will constitute covenants running with the land; will bind every person having any fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, condition, or provision in question, or that the covenant, restriction, condition or provision is to be performed on such portion; and will inure to the benefit of the Parties and their respective successors and assigns as to their respective Parcels.
7. Miscellaneous Provisions.
- (a) The Parties do not by this Declaration, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.
 - (b) Each Party shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such Party's control, including labor, disputes, civil commotion, war, governmental

regulations or controls, fire or other casualty, inability to obtain any material or services or acts of God.

- (c) Failure of a Party to insist upon the strict performance of any provision or to exercise any option hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this Declaration shall be deemed to have been waived unless such waiver be in writing signed by each Party.
- (d) If any provision of this Declaration or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Declaration or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Declaration shall be valid and enforced to the fullest extent permitted by law.
- (e) Except as otherwise provided, all provisions herein shall be binding upon and shall inure to the benefit of the Parties, their legal representatives, heirs, successors and assigns.
- (f) Each person executing this Declaration individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing (whether it be a corporation general or limited partnership or otherwise), and that this Declaration is binding upon said entity in accordance with its terms.
- (g) This Declaration shall be construed in accordance with the laws of the State of Utah.
- (h) Any improvement to the planter and curb as identified on Exhibits "C" and "D" shall be the cost and responsibility of Boyer. The maintenance and landscaping for the planter shall be the cost and responsibility of the County.
- (i) Both parties are required to maintain similar commercial and public use of their respective buildings and to comply with all city zoning and building requirements.

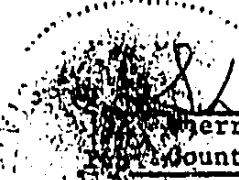
IN WITNESS WHEREOF, the Parties hereto have executed this Declaration on the day and year first set forth above.


"COUNTY"

"BOYER"

SALT LAKE COUNTY

BOYER PRIMARY CARE CLINIC ASSOCIATES, A
UTAH LIMITED PARTNERSHIP

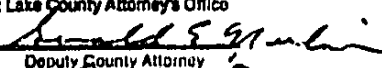

Merrie Swensen
County Clerk

BY 
H. Roger Boyer, General Partner

APPROVED AS TO FORM

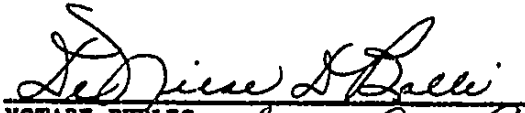
Salt Lake County Attorney's Office

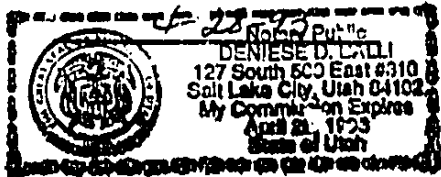
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

By: 
Deputy County Attorney
Date: 9-21-92

On this 16 day of September⁰⁷, 1992, personally appeared before me H. ROGER BOYER, who duly acknowledged to me that he executed the foregoing Declaration of Easements as a partner in BOYER PRIMARY CARE CLINIC ASSOCIATES, a Utah limited partnership and that the statements set forth therein are true.

My Commission Expires:


NOTARY PUBLIC
RESIDING AT: Salt Lake County



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

On this ___ day of _____, 199__, personally appeared before _____, who being by me duly sworn did say that he is the _____ of SALT LAKE COUNTY, a Utah corporation, and that the within and foregoing instrument was signed in behalf of said corporation by authority of its bylaws (or of a resolution of its board of directors as the case may be) and said _____ duly acknowledged to me that said corporation executed the same.

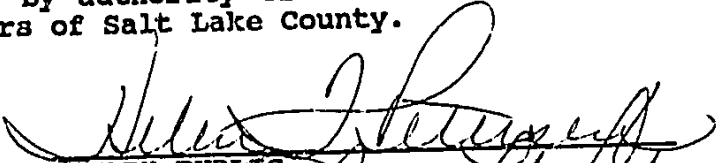
My Commission Expires:

NOTARY PUBLIC
RESIDING AT: _____

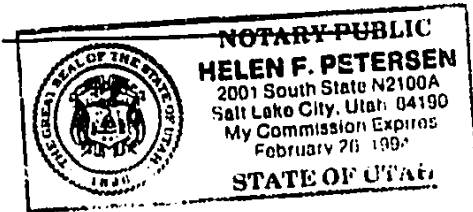
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STATE OF UTAH)
) : ss.
County of Salt Lake)

On this 28th day of Sept, 1992, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say that she is the County Clerk of Salt Lake County and that the within and foregoing Declaration of Easements was signed by her on behalf of Salt Lake County by authority of a Resolution of the Board of County Commissioners of Salt Lake County.


NOTARY PUBLIC
Residing at Salt Lake City

My Commission Expires:



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EXHIBIT 'A'

VTDI 21-27-357-021-0000	DIST 37	TOTAL ACRES	1.75
DEAN & PEAY CONSTRUCTION CO	PRINT U UPDATE	REAL ESTATE	122300
	LEGAL C	BUILDINGS	0
	TAX CLASS NE	MOTOR VEHIC	0
585 E 300 S	EDIT 1 BATCH NO 40	TOTAL VALUE	122300
PROVO, UT	846064798 BATCH SEQ 592		
LOC: 2088 W 7800 S #APROX	EDIT 1 BOOK 6332	PAGE 0676	DATE 07/18/91
SUB:		TYPE UNKN	PLAT

PROPERTY DESCRIPTION
BEG S 89°59' E 931.88 FT & N 0°00'40" E 45.75 FT FR SW COR
SEC 27, T 2S, R 1W, SLM; N 0°00'40" E 405.25 FT; S 89°57' E
190.16 FT M OR L; S 0°03' W 398 FT; S 87°51'55" W 190.30 FT
TO BEG. 1.75 AC M OR L. 5692-212

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EXHIBIT "B"

VTDI 21-27-357-022-0000 DIST 37 TOTAL ACRES 2.00
SALT LAKE COUNTY PRINT U UPDATE REAL ESTATE 170400
LEGAL BUILDINGS 350000
% REAL ESTATE DEPT TAX CLASS DE MOTOR VEHIC 0
2001 S STATE ST #N4500 EDIT 1 BATCH NO 0 TOTAL VALUE 0
SLC, UT 841900001 BATCH SEQ 0
LOC: 2080 W 7700 S #APROX EDIT 1 BOOK 5769 PAGE 0546 DATE 05/28/86
SUB: TYPE UNKN PLAT

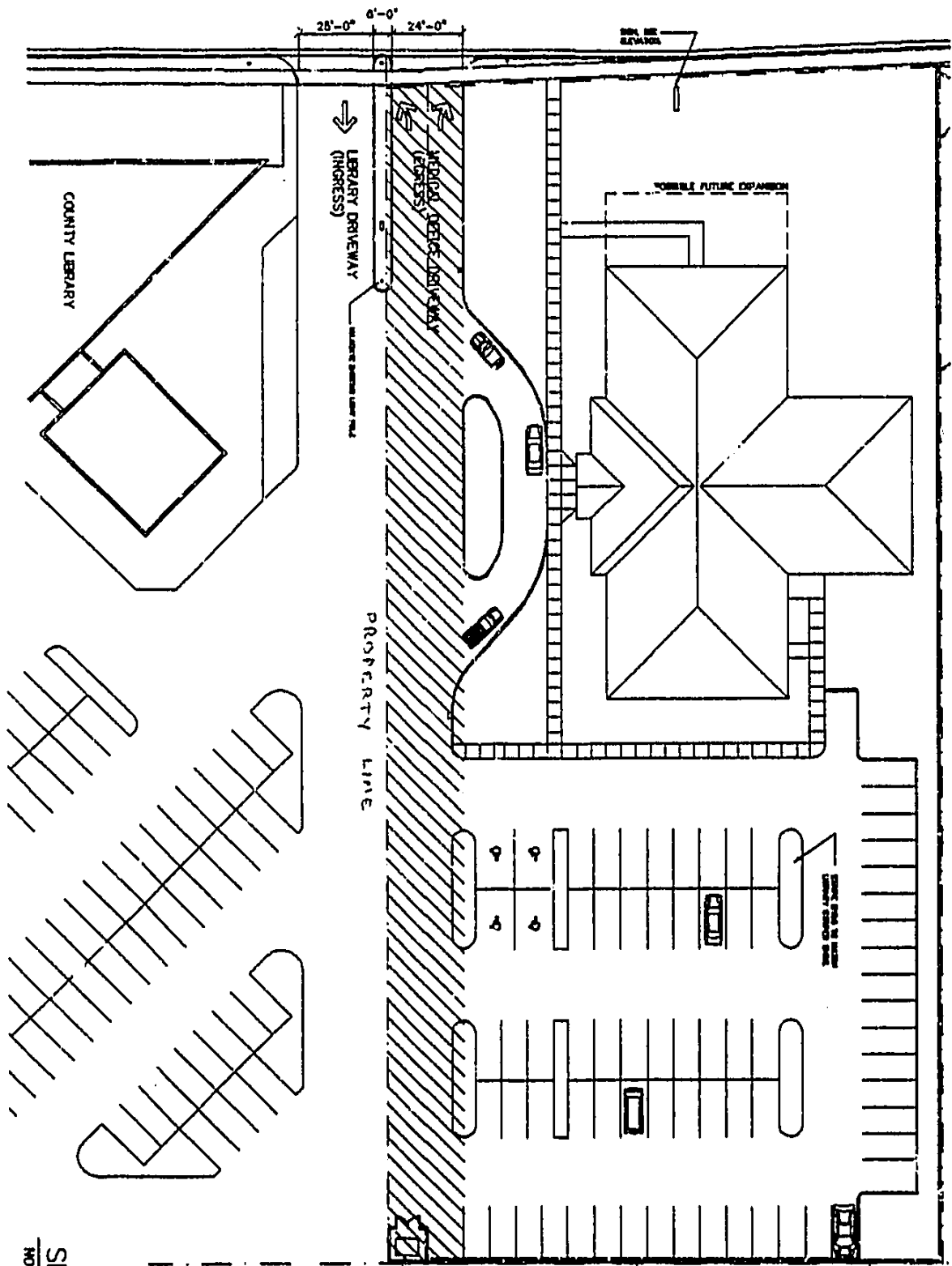
PROPERTY DESCRIPTION
BEG S 89°57' E 1330.18 FT & N 0°00'40" E 33 FT FR SW COR OF
SEC 27, T 2S, R 1W, S L M; N 0°03' E 418 FT; N 89°57' W
208.42 FT; S 0°03' W 418 FT; S 89°57' E 208.42 FT TO BEG.
2.0 AC 5692-0212

LIGHT TYPE
CO. RECORDER

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EXHIBIT "C"

7800 SOUTH ST.

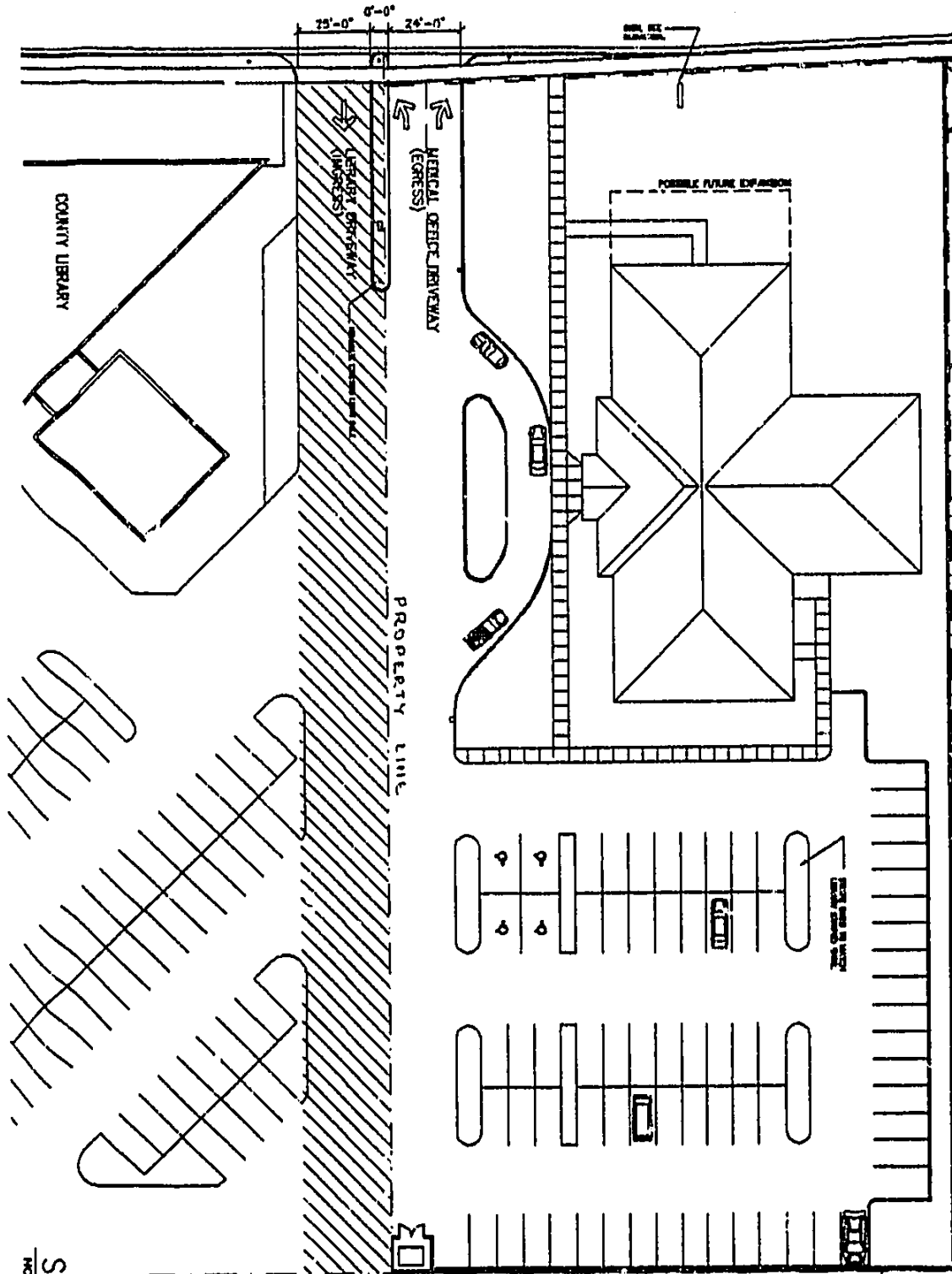


SITE PLAN
NO SCALE

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EXHIBIT "D"

7500 SOUTH ST.



SITE PLAN

NO SCALE

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