

WHEN RECORDED MAIL TO:
Marshall McKinnon
Medical Building LLC
2121 North 1700 West
Layton, UT 84041

RETURNED
SEP 18 2012

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
09/18/2012 01:43 PM
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DEP RTT REC'D FOR MEDICAL BUILDING
LLC

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is executed this 14th day of September, 2012, by and between GAILEY TREE, LLC, a Utah limited liability company ("Grantor"), and MEDICAL BUILDING LLC, a Utah limited liability company ("Grantee").

12-419-0001 ✓
0002 ✓

RECITALS

A. Grantor is the owner of Lot 2 of the Rampton Medical Plaza, a recorded subdivision located at approximately 2100 West 1900 Street, Syracuse, Davis County, Utah (hereinafter sometimes referred to as the "Grantor Parcel"). The Grantor Parcel includes a 36 foot access and public utility easement along the Eastern boundary of the Grantor Parcel, as more particularly described in Exhibit B attached hereto (the "Easement Parcel").

B. Grantee is the owner of Lot 1 of the Rampton Medical Plaza (hereinafter sometimes referred to as the "Grantee Parcel").

C. The Grantee Parcel and the Grantor Parcel are set forth and more particularly described in Exhibit A attached hereto. Grantor and Grantee are sometimes referred to herein as the "Parcel Owners."

D. Grantee is desirous of making an addition to an existing building located on the Grantee Parcel.

E. Grantor and Grantee desire to establish shared access easement over the Easement Parcel, including access, ingress and egress to the Easement Parcel, and subject to the terms, provisions and conditions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Access.

- a. Grantor hereby grants to Grantee and to the tenants and other permanent occupants of the Grantee Parcel, and to their respective customers, employees and invitees, the nonexclusive right of pedestrian and vehicular ingress and egress across the Easement Parcel.
- b. In no event may Grantor block, alter or change the open configuration and two way access functioning of the Easement Parcel without the consent of the Grantee.

way access functioning of the Easement Parcel without the consent of the Grantee. The Easement Parcel shall during the term of this Agreement be utilized for the ingress and egress of vehicles and pedestrians to and from the Grantee Parcel and the Grantor Parcel, and for utility lines servicing the Grantor Parcel or the Grantee Parcel.

- c. The easement described herein shall run with the land and shall bind and burden each Parcel Owner's respective Parcel. The Easement Parcel shall be deemed to be the servient estate. The easement described herein shall benefit the Grantee Parcel, which shall be deemed to be the dominant estate. The access easement described herein is designed to provide for the dominant estate access rights to and from adjacent streets across the servient estate. The access easement described herein is nonexclusive and is shared in common with the tenants, occupants, customers, employees and invitees of the Grantor Parcel and the Grantee Parcel. Nothing contained herein shall be deemed to create any public rights of way and each party reserves the right to cause the removal of any unauthorized persons from its respective Parcel.
- d. Grantor and Grantee each grant to the other Parcel Owner a non-exclusive easement, appurtenant to the Grantor's Parcel and the Grantee's Parcel, for the parking of automobiles, motorcycles and light trucks of the owners, occupants and permittees of the Grantor and Grantee Parcels. This parking easement is limited to uses or purposes connected with or incidental to the use of the Grantor and Grantee Parcels. Grantor and Grantee hereby agree that the owner of the Grantor Parcel shall have the first right to the parking on the Grantor Parcel and the owner of the Grantee Parcel shall have the first right to the parking on the Grantee Parcel. The owners of the Grantor Parcel and Grantee Parcel shall have the right from time to time to alter the parking spaces. The Parcel Owners shall also have the right to (i) limit any parking that will interfere with the normal business operations of the owners and tenants of the respective parcels, (ii) post signs for reserved parking areas for its respective tenants, employees and invitees, and (iii) exclude from the Parcel Owner's parking area any party that creates a nuisance, commits waste or poses a security threat to such Owner's Parcel.

2. Construction of Access Driveway; Indemnity.

- a. Grantee shall, at its sole cost and expense, construct the curbs, sidewalks, access driveway, and landscape planters, all as is more fully set forth in the plans approved by Grantor, a copy of which is attached hereto as Exhibit B (the "Plans"). Grantee shall, also at its sole cost and expense, complete any demolition, fill and compaction, grading, paving and striping that may be required to complete said Easement Parcel and landscape planters at the locations designated on Exhibit C.
- b. Grantor hereby grants permission for Grantee, its contractors and subcontractors to enter upon the Grantor Parcel for the purpose of constructing said driveway,

curbs, asphalt, sprinkler lines and landscape planters described above. Grantee agrees that it shall complete the work as expeditiously as reasonably practicable, and that its contractors and subcontractors shall make reasonable efforts to minimize interference with traffic flow across, and parking upon, the Grantor Parcel during said construction.

- c. Grantee further agrees to indemnify and hold Grantor and its affiliates, tenants and subtenants, harmless from any liability arising from or connected with the construction of said driveway and any other improvements constructed by it on the Grantor Parcel, except to the extent such liability was caused by the negligence or misconduct of Grantor, its affiliates, tenants or subtenants. Should any lien be placed against the Grantor Parcel for work, which is the responsibility of Grantee hereunder, Grantee shall promptly cause such lien to be released of record and shall indemnify, defend and hold Grantor harmless from any liability, claim, or cost arising therefrom.

3. Utilities.

- a. Each Parcel Owner shall have the right to install, construct, service, maintain, and replace any utility line or pipe of the Parcel Owner located within the Easement Parcel. Each Parcel Owner further reserves the right, exercisable at such time in the future as is determined by such Parcel Owner, to connect onto and maintain utility lines for the benefit of such Parcel Owner's Parcel under or through the Easement Parcel.
- b. In conjunction with the exercise of these rights, each Parcel Owner shall have the right to conduct excavation, temporary blockage of traffic and other activities reasonably necessary for the extension of utility services to its Parcel, provided the areas affected thereby are fully restored upon completion of construction in a timely manner.

4. Maintenance.

- a. Each Parcel Owner shall maintain its respective Parcel in good order, condition and repair. Without limiting the generality of the foregoing, each Parcel Owner shall observe the following maintenance standards for its respective Parcel:
 - i. Maintain the asphalt, concrete and other paved surfaces of the Parcel in a smooth and evenly covered condition;
 - ii. Remove all paper, debris, filth and refuse from the Parcel and wash or thoroughly sweep paved areas as required;
 - iii. Keep Parcel reasonably free and clear of snow and ice;
 - iv. Install and maintain entrance, exit and directional signs, markers and lights

and light poles in the Easement Parcel as shall be reasonably required to insure that such Easement Parcel is adequately lighted and marked to facilitate convenient vehicular and pedestrian ingress and egress;

- v. Clean lighting fixtures within the Easement Parcel and relamp and reballast as needed; and
 - vi. Repaint striping, markers and directional signs as necessary to maintain the Parcels in a good, sightly and clearly marked condition;
- b. Each Parcel Owner may temporarily close portions of their Parcel to permit the construction, remodeling, repair and maintenance of the improvements on its respective Parcel, provided that any inconvenience created thereby is kept to a minimum and provided that any such Parcel Owner pursues with due diligence to completion such construction, remodeling, repair or maintenance. All sweeping and other maintenance of Easement Parcel shall be performed at hours which will cause minimal interference with the normal daily use of such Easement Parcel.

5. Taxes.

- a. Each Parcel Owner shall timely pay before delinquency all real property taxes and assessments which are levied or otherwise assessed against the land and improvements situated within such Parcel Owner's Parcel.
- b. Any Parcel Owner may defer payment of the taxes and assessments described in Section 4.a. above while appealing or contesting the validity or amount thereof, provided such contest or appeal is in good faith and does not subject such Parcel Owner's Parcel to foreclosure or loss. Upon receiving a final adverse ruling or decision, the contesting Parcel Owner shall immediately pay all taxes and assessments, late charges and penalties then due and take such other action as is necessary to insure that foreclosure or loss of such Parcel does not subsequently occur.
- c. Should any Parcel Owner default in paying taxes or assessments which are due on its respective Parcel, any other Parcel Owner or occupant may pay such taxes or assessments (i) if they are delinquent and (ii) the defaulting Parcel Owner has not commenced and is not diligently prosecuting any contest or appeal of such taxes or assessments. The curing party shall bill the defaulting Parcel Owner for the expenses incurred, together with interest at five percent (5%) above the prime rate then charged by Zions First National Bank, N.A., Salt Lake City, Utah, or its successor, and the defaulting Parcel Owner shall have fifteen (15) days within which to pay said bill. If such defaulting Parcel Owner fails to pay said bill, the curing party may proceed to collect such sum from such defaulting Parcel Owner and, in connection therewith, shall have all remedies available at law.

6. Term, Amendment, Successors.

- a. The term of this Agreement shall be perpetual.
- b. This Agreement may only be amended by the written consent of the Parcel Owners.
- c. This Agreement shall be binding upon the parties hereto and their respective successors and assigns. This Agreement shall run with the land as is more fully described in Section 1.c. above.

7. Miscellaneous.

- a. No default by a Parcel Owner under this Agreement shall entitle any other Parcel Owner, or its successors or assigns, to terminate, cancel or otherwise rescind this Agreement. This Agreement may be specifically enforced through an action for declaratory relief, an injunction, or other available remedy at law or under this Agreement. The prevailing party in any such action shall be entitled to recover from the other party, in addition to any relief granted hereunder, its legal expenses and costs, together with interest on all sums awarded hereunder from the date the costs were incurred, or the judgment was awarded, whichever is first, at the rate per annum of three percent (3%) above the prime rate of interest then being charged by Zions First National Bank, N.A., Salt Lake City, Utah (or its successor), to its most credit worthy corporate customers.
- b. Any notice, demand, request or other communication which any party desires to give to another party hereunder shall be in writing and shall be hand delivered, sent by facsimile transmission, or sent by United States registered or certified mail, or by overnight courier addressed to the party to receive such at its address or facsimile number last known to the sender of such communication. On the execution date of this Agreement the addresses and facsimile numbers of the parties are as set forth below:

Grantee: Medical Building LLC
2121 North 1700 West
Layton, Utah 84041
Fax: 801-525-8100

Grantor: Gailey Tree, LLC
2814 Deere Valley Drive
Layton, Utah 84040
Fax: 801-771-0552

- c. Nothing contained in this Agreement shall be deemed or construed by any party hereto or any third person to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar

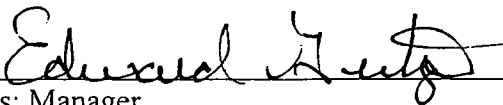
association between any of the parties hereto.

- d. If any provision of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party, occupant or other person or to any circumstances other than to those to which it is held to be invalid, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are so held to be invalid, void or illegal.
- e. Grantor agrees to indemnify, release, hold harmless and defend Grantee from and against claims, losses, or damages for personal injury or damage to property resulting from Grantor's use of the Easement Parcel, except to the extent such claims, losses or damages were caused by the negligence or willful misconduct of Grantee, its employees, agents or invitees. Grantee agrees to indemnify, release, hold harmless and defend Grantor from and against claims, losses, or damages for personal injury or damage to property resulting from Grantee's use of the Easement Parcel, except to the extent such claims, losses or damages were caused by the negligence or willful misconduct of Grantor, its employees, agents or invitees.
- f. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.
- g. The paragraph headings contained in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural where the context is otherwise appropriate.
- h. Any reference to any exhibit contained within this Agreement shall be deemed to mean the specified exhibit to this Agreement and such exhibit so referenced is incorporated herein to the same extent as if set forth herein word for word.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written, the effective date of this Agreement.

GRANTOR:

GAILEY TREE, LLC

By: 
Its: Manager

GRANTEE:

MEDICAL BUILDING LLC

By: Michael L. Beus
Its: Manager

STATE OF UTAH)
COUNTY OF Utah)

On the 14 day of Sept., 2012, personally appeared before me Edward Gertge as Manager of Gailey Tree, LLC, who duly acknowledged to me that he executed the same.



Jill Spainhower
NOTARY PUBLIC

STATE OF UTAH)
COUNTY OF Utah)

On the 14 day of Sept, 2012, personally appeared before me Michael L. Beus, as Manager of Medical Building LLC, who duly acknowledged to me that he executed the same.



Jill Spainhower
NOTARY PUBLIC

SUMMARY OF EXHIBITS

EXHIBIT A - Description of Grantor Parcel and Grantee Parcel

EXHIBIT B - Description of Easement Parcel

EXHIBIT C - Plans and Specifications Showing Improvements on and Adjacent to
Easement Parcel

EXHIBIT A

DESCRIPTION OF GRANTOR PARCEL AND PHILLIPS PARCEL

GRANTOR PARCEL:

LOT 2, RAMPTON MEDICAL PLAZA SUBDIVISION, as recorded in the office of the Davis County, Utah recorder.

GRANTEE PARCEL:

LOT 1, RAMPTON MEDICAL PLAZA SUBDIVISION, as recorded in the office of the Davis County, Utah recorder.

EXHIBIT B

DESCRIPTION OF EASEMENT PARCEL

Part of Lot 2, Rampton Medical Plaza, a recorded subdivision in the office of the Davis County Recorder being located in the Northeast Quarter of Section 16, Township 4 North, Range 2 West Salt Lake Base and Meridian.

Beginning at the Southeast Comer of Lot 2, Rampton Medical Plaza, a recorded subdivision in the office of the Davis County Recorder as Entry No. 1636561 recorded on January 30, 2001 in Book 3742 at Page 308, (said point also being on the north line of 1900 South Street,) and running;

Thence North 89°32'11" West 36.00 feet along the south line of said Lot 2 and the north line of 1900 South Street;

Thence North 0°06'58" East 120.0 feet;

Thence South 89°32'11" East 36.00 feet to the east line of said Lot 2;

Thence South 0°06'58" West 120.00 feet along the east line of said Lot 2 to the point of beginning.

EXHIBIT C

**PLANS AND SPECIFICATIONS SHOWING IMPROVEMENTS ON AND
ADJACENT TO EASEMENT PARCEL**