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DECLARATION OF
EASEMENT FOR COMMON
PEDESTRIAN AND PARKING USE

SE 7-4N-1W

THIS DECLARATION OF EASEMENT is made this 22 day of February, 1984 by General Hospitals of Humana, Inc., formerly Humana of Utah, Inc., a Utah corporation (hereinafter "Humana") with office at P.O. Box 1438, One Riverfront Plaza, Louisville, Kentucky, 40201; and The Equitable Life Assurance Society of the United States, a New York corporation, (hereinafter "The Equitable"), who joins herein for the purpose of consenting to this Agreement.

WITNESSETH:

WHEREAS, Humana is the fee simple owner of certain real property and improvements thereon, situate in Davis County, State of Utah, and more particularly described in Exhibit "A" attached hereto and made a part hereof, (hereinafter "Mortgaged Property"; and

WHEREAS, under date of November 21, 1975 the Mortgagor made, executed and delivered a certain real property mortgage as security for two certain Promissory Notes in the total amount of \$4,935,000.00 covering certain real property situate in Davis County, State of Utah, and conveying said property by way of mortgage to The Equitable, as Mortgagee and to Charles F. Adams, Robert H. Carey, Trammell Crow, Robert M. Hendrickson, Thomas M. Macioce, Thomas F. Murray, Donald Waugh, Jr., John C. Whitehead and Raymond H. Witcoff, as Trustees of a Massachusetts business trust under a Declaration of Trust dated September 15, 1970, as amended, designated in said Trust as The Equitable Life Mortgage and Realty Investors, residing or having a place of business at 70 Federal Street, Boston, Massachusetts, hereinafter called the "Trust," which mortgage was recorded December 5, 1975 in Book 585, Page 864 as entry No. 424228 in the office of the Davis County Recorder.

WHEREAS, under date of December 6, 1976 the said Trust assigned all of its right, title, claim and interest in and to said mortgage to the Mortgagee by

- Platton
- Abstracted
- On A. S.
- Indexed
- Compared
- Entered

an assignment recorded December 17, 1976, in Book 628 at Page 795 in the office of the County Recorder of Davis County; and

WHEREAS, The Equitable has released an additional Tract of land from the terms of said mortgage, said tract being more particularly described in Exhibit "B" attached hereto and made a part hereof, (hereinafter "**Release Property**"); and

WHEREAS, Humana intends to lease or sell the Release Property and desires to provide for vehicular and pedestrian ingress and egress to and from the Mortgaged Property and the Release Property, and for the common use of the available parking lots on both the Mortgaged Property and the Release Property;

THEREFORE, for and in consideration of the premises, Humana hereby gives, grants conveys and covenants for the benefit of present owner of the Mortgaged Property and Release Property, its successors and assigns forever, as follows:

1. Humana hereby grants a non-exclusive easement during the term hereof for the use and benefit of the owners of the Mortgaged Property and the Release Property and any subsequent owners thereof, their respective successors, representatives, assigns, tenants, invitees, licensees and employees, for the purposes of vehicular and pedestrian ingress and egress to or from public streets on, through, or across that portion of the Mortgaged Property and the Release Property as may from time to time be used for those purposes, and for the common use of parking lots located, now or in the future, on the Mortgaged Property and the Release Property.
2. Humana hereby reserves the right to make reasonable rules and regulations regarding such access and parking; to designate the location of vehicular access; and to take such other action as may be necessary and reasonable to establish safe and efficient means of ingress and egress to and from the Mortgaged Property and the Release Property.

3. The term of this easement shall be perpetual.

4. This Agreement shall not be amended, modified, revoked, rescinded or terminated except by mutual written consent or agreement of the owners of the Mortgaged Property and/or the Release Property.

5. The grants and covenants contained herein shall be covenants running with the land, and shall be binding on the successors, and assigns of the parties hereto.

WITNESS the signature of Humana, by its Vice President the day and year first above written.

General Hospitals of Humana, Inc.,
formerly
Humana of Utah, Inc.

By: [Signature]
Sr. Vice President

ATTEST:

[Signature]
Secretary

State of Kentucky
County of Jefferson

On the 22nd day of February, 1984, personally appeared before me H.A. Mc Lellan, who, first being by me duly sworn, did say, that he is the Sr. Vice President of General Hospitals of Humana, Inc., and that said instrument was signed in behalf of said Corporation, said action being duly authorized, and said H.A. Mc Lellan acknowledged to me that said Corporation executed same.

[Signature]
Notary Public

My commission expires:

My commission expires Nov. 21, 1987

CONSENT

The Equitable Life Assurance Society of the United States, a New York corporation, the holder of a mortgage on the premises, hereby consents to the execution of the foregoing easement.

**The Equitable Life Assurance Society
of the United States**

By: 

Daniel C. Gardner

Regional Vice President

EXHIBIT "A"

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Beginning at a point which is N 89°47' E 42.375 feet along a section line and N 0°03' E 268.00 feet and N 89°47' E 295.0 feet from the South 1/4 corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running thence N 89°47' E 218.88 feet; thence S 25°43'37" W 129.93 feet; thence S 0°54'01" W 85.91 feet; thence S 17°57'39" W 24.5 feet; thence N 89°47' E 83.705 feet; thence N 0°02' W 104.50 feet; thence N 40°20'54" E 340.68 feet; thence N 89°47' E 334.95 feet to the westerly line of Interstate 15; thence along said highway N 0°06' E 47.43 feet, and north-westerly 482.38 feet along the arc of an 894.93 feet radius curve to the left, and N 28°48'07" W 366.01 feet to a point 120.0 feet perpendicularly distant southwesterly from the center line of said highway, thence N 34°56' W 108.23 feet more or less along said highway to the north line of the south half of the southeast quarter of section 7; thence S 89°47' W 369.345 feet more or less along the north line; thence S 0°03' W 250.0 feet; thence S 89°47' W 348.48 feet; thence S 0°03' W 186.70 feet; thence N 89°47' E 200.0 feet; thence S 0°03' W 365.0 feet; thence N 89°47' E 95.0 feet; thence S 0°03' W 250.0 feet to the point of beginning.

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EXHIBIT "B"

The real property designated herein as the Release Property is situated in Davis County, Utah, and described as follows:

Beginning at a point which is N 89°47' E 42.375 feet and N 0°03' E 42.00 Feet from the South 1/4 corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian and running thence N 0°03' E 226.00 feet; thence N 89°47' E 513.88 feet; thence S 25°43'37" W 129.93 Feet; thence S 0°54'01" W 85.91 feet; thence S 17°57'39" W 24.52 feet; thence S 89°47' W 448.67 feet to the point of beginning. (Contains 2.445 Acres).

At 09:00:00 AM