

022276

INST. NO. 022276
POLK COUNTY, IOWA
1:16 FILED FOR RECORD 7000
AT OCT 18 1990 A.M.
TIMOTHY J. BRIEN, Recorder
By T. Cornwell Deputy

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 5th day of September, 1990, between Iowa Methodist Medical Center ("IMMC"); John G. Graham and Monte R. Antisdell as general partners of Methodist Medical Plaza Limited, an Iowa limited partnership ("First Partnership"); The Graham Group, Inc. as general partner of Methodist Medical Plaza II Limited Partnership, an Iowa limited partnership ("Second Partnership"); and The Graham Group, Inc. as general partner of Methodist Medical Plaza III Limited Partnership, an Iowa limited partnership ("Third Partnership").

WHEREAS, IMMC is the owner of each parcel of real estate described in this agreement; and

WHEREAS, IMMC has leased certain real estate to First Partnership and has leased certain other real estate to Second Partnership and Third Partnership; and

WHEREAS, First Partnership and Second Partnership have constructed medical office buildings upon real estate leased by them from IMMC and Third Partnership will be constructing a new medical office building and Cancer Center upon real estate leased by it from IMMC; and

WHEREAS, IMMC, First Partnership, Second Partnership and Third Partnership desire to establish certain mutual easements for their common benefit.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:

1. Definition. As used herein, the term "invitee" includes invitees and tenants of IMMC, First Partnership, Second Partnership and Third Partnership and the invitees of such tenants.

2. Atrium Easement. An easement is hereby established for the benefit of IMMC, First Partnership, Second Partnership and Third Partnership and their respective invitees for pedestrian traffic over, across and through the real estate described in Exhibit A attached hereto and hereby made a part hereof. The real estate described in Exhibit A hereof consists of an atrium between the medical office building constructed by First Partnership and the medical office building constructed by Second Partnership.

3. West Access Easement. An easement is hereby established for the benefit of IMMC, First Partnership, Second Partnership and Third Partnership and the invitees of each for vehicle and pedestrian traffic over, across and through the real estate described in Exhibit B attached hereto and hereby made a part hereof.

4. Parking Ramp Access Easement. An easement is hereby established for the benefit of IMMC, First Partnership, Second Partnership, Third Partnership and the invitees and tenants of each for pedestrian traffic over, across and through a walkway located within the real estate described in

paragraph 3 for the purpose of access to and from a parking ramp that has been constructed southwest of the atrium area described in paragraph 2 above and an expansion to such ramp to be constructed by IMMC. IMMC reserves the right to relocate such walkway from time to time within such real estate described in paragraph 3.

5. Encroachment Easement. IMMC hereby grants to Second Partnership the right to construct and maintain a new canopy to be located within the real estate described in paragraph 3.

6. East Corridors. There is hereby established for the benefit of IMMC, First Partnership, Second Partnership and Third Partnership and the tenants, invitees and invitees of tenants of each an easement for pedestrian traffic through corridors constructed or to be constructed by IMMC upon the real estate described in Exhibit C attached hereto and hereby made a part hereof. IMMC reserves the right to terminate the easement described in this paragraph at its discretion provided that IMMC grant to First Partnership, Second Partnership and Third Partnership a substitute easement for pedestrian traffic to and from the atrium area described in paragraph 2 above to the general hospital complex located south and east of such atrium area in such configuration as from time to time determined by IMMC in its sole discretion.

7. Sidewalks. There is hereby established for the benefit of IMMC, First Partnership, Second Partnership and Third Partnership and the tenants, invitees and invitees of tenants of each an easement for pedestrian traffic over, across and through the real estate described in Exhibit D attached hereto and hereby made a part hereof.

8. Enclosed West Walkway. There is hereby established for the benefit of IMMC, First Partnership, Second Partnership and Third Partnership and the tenants, invitees and invitees of tenants of each an easement over the enclosed walkway to be constructed upon the real estate described in Exhibit E attached hereto and hereby made a part hereof.

9. North Access. There is hereby established for the benefit of IMMC, First Partnership, Second Partnership, Third Partnership and the tenants, invitees and invitees of tenants of each an easement for pedestrian and vehicular traffic over and across the real estate described in Exhibit F attached hereto and hereby made a part hereof.

10. Successors. The easements contained herein shall be binding upon and inure to the benefit of the successors of the parties hereto. For purposes of this agreement, a successor of First Partnership shall include only an assignee of the lease (as now or hereafter amended) dated August 13, 1975 between IMMC and the predecessor of First Partnership, which lease is recorded in Book 4543, Page 956, Office of the Polk County, Iowa, Recorder. As to Second Partnership, a successor of Second Partnership shall include only an assignee of the lease (as now or hereafter amended) dated March 1, 1985 and recorded in Book 5443, Page 278, Office of the Polk County, Iowa, Recorder. As to Third Partnership, a successor of Third Partnership shall include only an assignee of the lease (as now or hereafter amended) dated September 5, 1990 and recorded in Book 6298, Page 488, Office of the Polk County, Iowa, Recorder. A successor of IMMC shall include any one or more parties to whom

IMMC specifically assigns rights under this Easement Agreement.

11. Duration of Easements. The easement rights set forth in this agreement shall terminate as to First Partnership on termination of the First Partnership lease described above. The easements granted herein in favor of Second Partnership shall terminate upon expiration or termination of the Second Partnership lease described above. The easements granted herein in favor of Third Partnership shall terminate upon expiration or termination of the Third Partnership lease described above.

12. Survivorship of Easements. Notwithstanding the provisions of paragraph 11 and 12, the easement rights of First Partnership shall continue in perpetuity in favor of any owner of the fee simple title to the real estate which is the leased premises under the First Partnership lease described above (which owner is now IMMC) and the easement rights of Second Partnership shall continue in favor of any owner of the fee simple title to the real estate which is the leased premises under the Second Partnership lease described above (which owner is now IMMC) and the easement rights of Third Partnership shall continue in favor of any owner of the fee simple title to the real estate which is to be leased under the Third Partnership lease described above (which owner is now IMMC) if such owner or a predecessor of such owner acquires such fee simple title in proceedings for foreclosure of any mortgage which is a lien upon the fee simple title of IMMC or acquires title through a deed in lieu of such foreclosure.

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

METHODIST MEDICAL PLAZA LIMITED

By Monte R. Antisdell, Jr.
Monte R. Antisdell, General Partner

By John G. Graham
John G. Graham, General Partner

METHODIST MEDICAL PLAZA III LIMITED
PARTNERSHIP

By: The Graham Group, Inc.,
General Partner

By George W. Miller, President

By Charles R. Taylor, Secretary

IOWA METHODIST MEDICAL CENTER

By David L. Hanson

By James W. H. H. H.

METHODIST MEDICAL PLAZA II
LIMITED PARTNERSHIP

By: The Graham Group, Inc.,
General Partner

By George W. Miller, President

By Charles R. Taylor, Secretary

STATE OF IOWA

: SS.

COUNTY OF POLK

On this 5th day of September, 19 90, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David Ramsey and James W. Hallock III, to me personally known, who, being by me duly sworn, did say that they are the President and Vice President, respectively, of Iowa Methodist Medical Center, the corporation executing the within and foregoing instrument; that said instrument was signed on behalf of Iowa Methodist Medical Center by authority of its Board of Directors; and that the said David Ramsey and James W. Hallock III as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



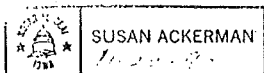
Denny Drake
Notary Public in and for said
County and State

STATE OF IOWA

: SS.

COUNTY OF POLK

On this 5th day of September, 19 90, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared George D. Mullan and Charles R. Taylor, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of The Graham Group, Inc., the General Partner of Methodist Medical Plaza II Limited Partnership, the Limited Partnership executing the within and foregoing instrument; that said instrument was signed on behalf of said limited partnership by authority of its members; and that the said George D. Mullan and Charles R. Taylor as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership, by it and by them voluntarily executed.

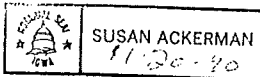


Susan Ackerman
Notary Public in and for said
County and State

STATE OF IOWA

COUNTY OF POLK

On this 5th day of September, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Monte R. Antisdal and John G. Graham, to me personally known, who, being by me duly sworn, did say that they are general partners of Methodist Medical Plaza Limited, the limited partnership executing the within and foregoing instrument; that said instrument was signed on behalf of Methodist Medical Plaza Limited by authority of its general partners; and that the said Monte R. Antisdal and John G. Graham as general partners acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership, by it and by then voluntarily executed.

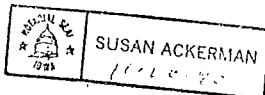


Susan Ackerman
Notary Public in and for said
County and State

STATE OF IOWA

COUNTY OF POLK

On this 5th day of September, 1990, before me, a Notary Public in and for the State of Iowa, personally appeared George D. Milligan and Charles R. Taylor to me known to be the President and Secretary, respectively, of The Graham Group, Inc., the General Partner of Methodist Medical Plaza III Limited Partnership, executing the within and foregoing document on behalf of such Limited Partnership; that no seal has been procured by the said corporation; that said instrument was signed by said corporation by authority of its Board of Directors; and that the said George D. Milligan and Charles R. Taylor as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Susan Ackerman
Notary Public in and for the
State of Iowa

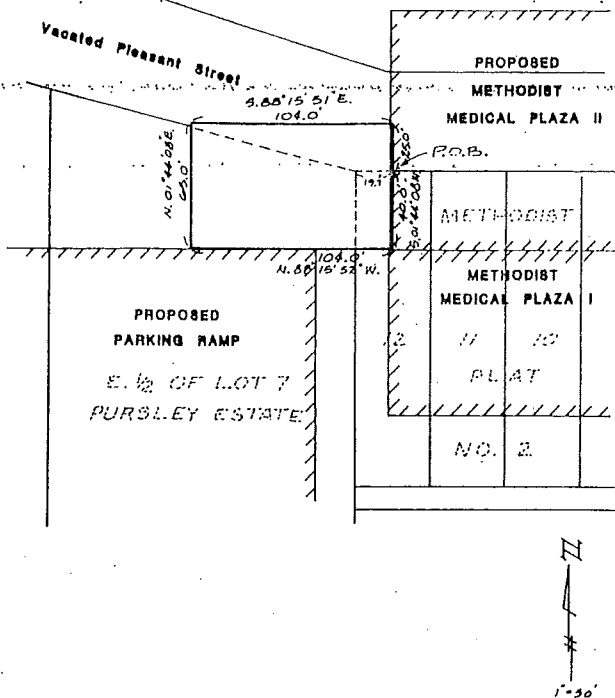
BOOK 6298 PAGE 523

EXHIBIT "A"

ATRIUM EASEMENT:

The North 40.0 feet of Lots 9, 10 and 11 and the North 40.0 feet of Lot 12 EXCEPT the West 19.7 feet thereof; and the West 53.36 feet of the North 40.0 feet of Lot 8, all being in METHODIST PLAT 2, an Official Plat, City of Des Moines, Polk County, Iowa.

EXHIBIT "B"



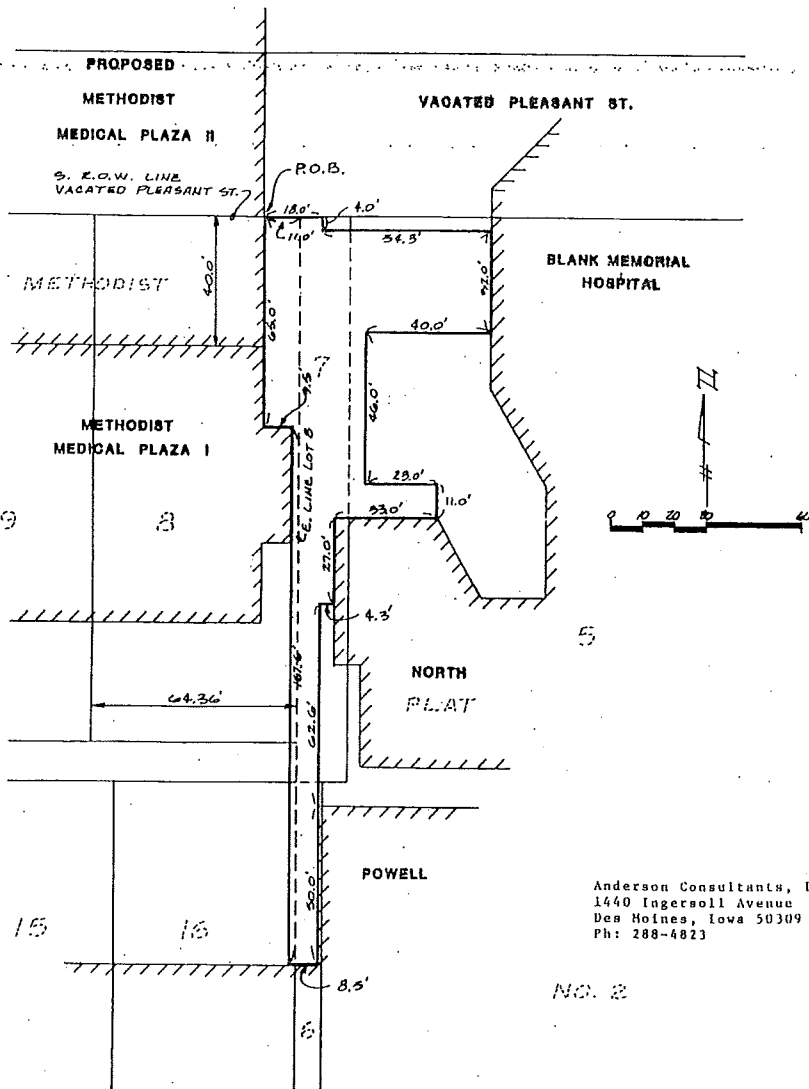
LEGAL DESCRIPTION - WEST ACCESS EASEMENT

Part of Lot 12, METHODIST PLAT NO. 2, part of the East 1/2 of Lot 7, PURSLEY ESTATE, and part of vacated Pleasant Street right-of-way, all in and forming a part of the City of Des Moines, Polk County, Iowa, more particularly described as follows:

Commencing at the NW corner of said Lot 12; thence East along the North line of said Lot 12, 19.7 feet to the Point of Beginning; thence S 01°44'08" W, 40.0 feet; thence N 88°15'52" W, 104.0 feet; thence N 01°44'08" E, 65.0 feet; thence S 88°15'51" E, 104.0 feet; thence S 01°44'08" W, 25.0 feet to the Point of Beginning and containing 6760 square feet more or less.

ANDERSON CONSULTANTS, INC.
1440 Ingersoll Avenue
Des Moines, Iowa 50309
Ph: 288-4823

EXHIBIT "C"



Anderson Consultants, Inc.
1440 Ingersoll Avenue
Des Moines, Iowa 50309
Ph: 288-4823

LEGAL DESCRIPTION - EAST CORRIDORS: Part of Lots 5, 6, 7, 8 and 16 and part of alley lying between Lots 8 and 16, METHODIST PLAT NO. 2, all in and forming a part of the City of Des Moines, Polk County, Iowa, more particularly described as follows:

Beginning at a point on the South right-of-way line of vacated Pleasant Street that is 11.0 feet West of the NE corner of said Lot 8; thence East along said South right-of-way line 18.0 feet; thence South and perpendicular to the last described line, 4.0 feet; thence East and perpendicular to the last described line, 54.3 feet to a point on the face of an existing building; thence South along the face of said building, 32.0 feet; thence West and perpendicular to the last described line, 40.0 feet; thence South and perpendicular to the last described line, 46.0 feet; thence East and perpendicular to the last described line, 23.0 feet; thence South and perpendicular to the last described line, 11.0 feet to a point on the face of an existing building; thence West along the face of said building, 33.0 feet to the NW corner of said building; thence South along the face of said building, 27.0 feet; thence West and perpendicular to the last described line, 4.3 feet; thence South 62.6 feet to the NW corner of an existing building; thence continuing South along the face of said building, 50.0 feet; thence West along the face of said building, 8.5 feet; thence North along the East line of the Methodist Medical Plaza I Building if extended southward, 167.5 feet; thence West along the face of said building, 9.5 feet; thence North along the face of said building extended, 65.0 feet to the Point of Beginning and containing 5517 square feet more or less.

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LANDTECH ENGINEERING SERVICES, INC.

8560 Alice Avenue, Suite A, Des Moines, Iowa 50325

Phone (515) 270-9537

Civil Engineers and Land Surveyors

Since 1911

Exhibit "D" Sidewalk Easements

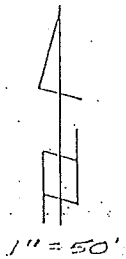
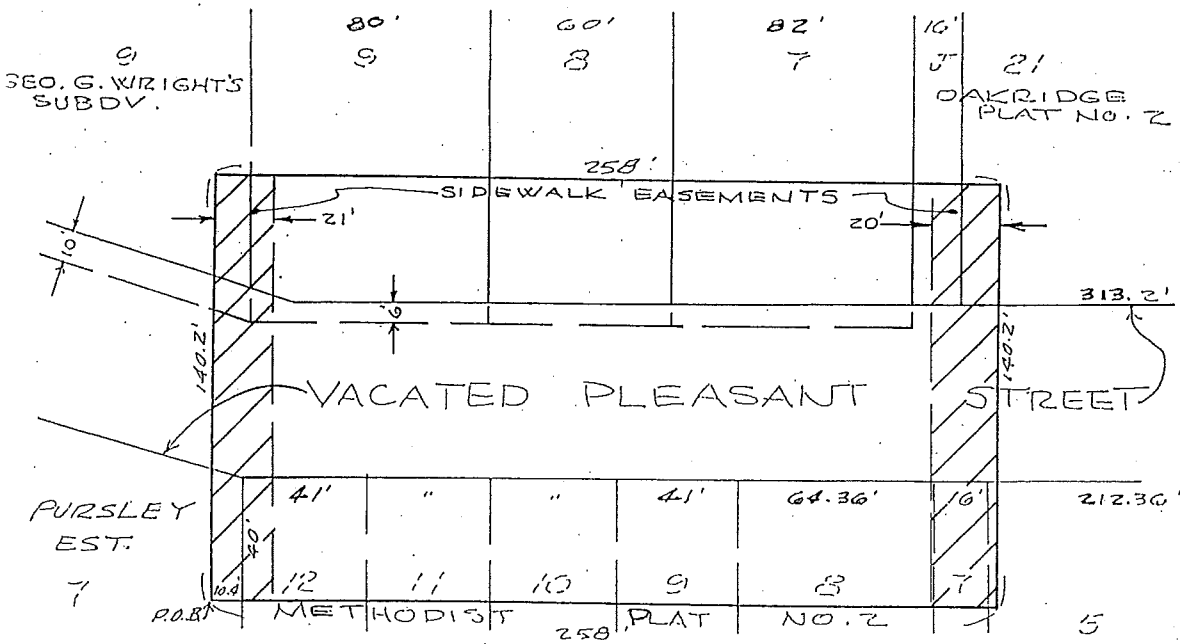
The West 21.0 feet and the East 20.0 feet of the following described parcel; Part of Lot 7, Pursley Estate, Part of vacated Pleasant Street in the SE 1/4 of Section 5-78-24, Part of Lot 9, George G. Wright's Subdivision, the North 49.7 feet of the South 55.7 feet of Lots 7, 8 and 9 in Holland's Subdivision, Part of Lots 21 and "J", Oakridge Plat II, the West 247.6 feet of vacated Pleasant Street in SW 1/4 of Section 4-78-24, the North 40.0 feet of the West 3.24 feet of Lot 5 and the North 40.0 feet of Lots 7, 8, 9, 10, 11 and 12, Methodist Plat No. 2. All of the above is contained within the following described tract: Beginning at a point 40.0 feet South and 10.4 feet West of the Northeast corner of Lot 7, Pursley Estate; thence N.0°36'E., 140.2 feet; thence S.89°24'E., 258.0 feet; thence S.0°36'W., 140.2 feet; thence N.89°24'W., 258.0 feet to the point of beginning, all now included in and forming a part of the City of Des Moines, Iowa.

I hereby certify that the legal description shown hereon was prepared by me or under my direct personal supervision, without the benefit of a field survey, and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Date

Richard D. Odenbach, RLS
Iowa Reg. No. 8105

Exhibit "D"
Sidewalk Easements



LANDTECH ENGINEERING SERVICES, INC.

8560 Alice Avenue, Suite A, Des Moines, Iowa 50325

Phone (515) 270-9537

Civil Engineers and Land Surveyors

Since 1911

Exhibit "E" Enclosed West Walkway

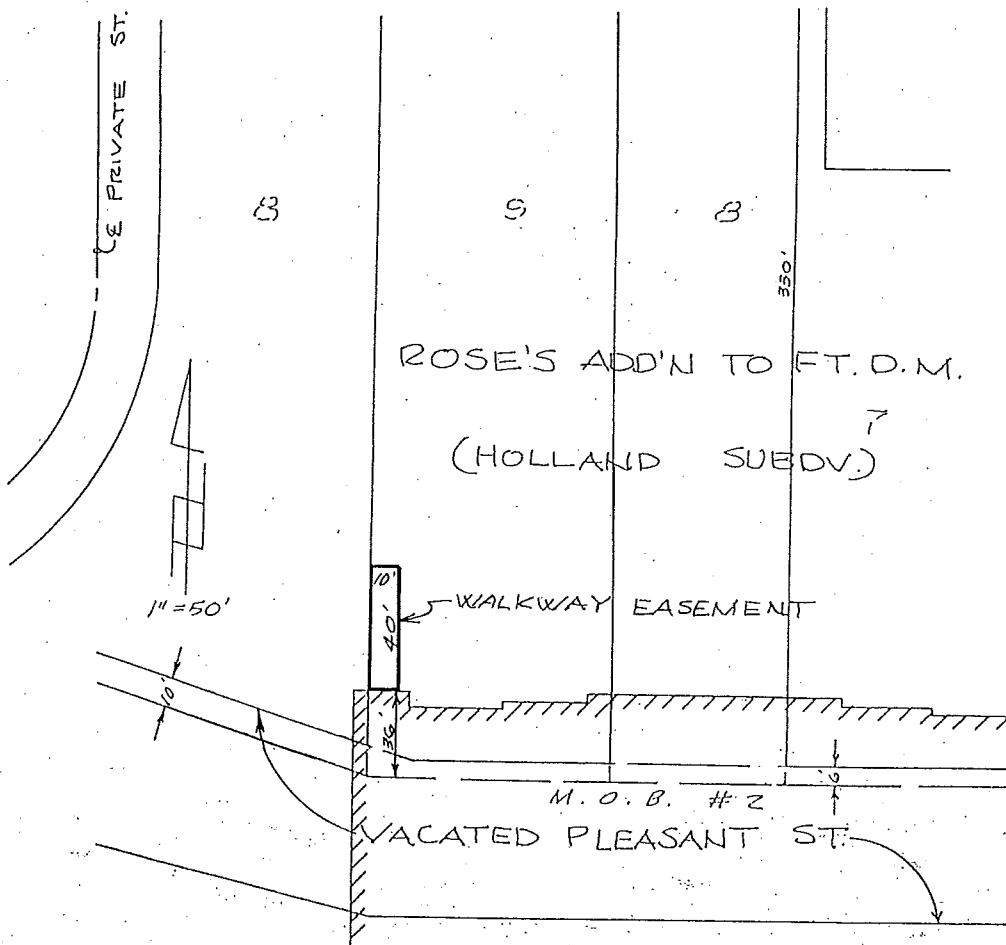
The West 10.0 feet of the North 40.0 feet of the South 76.0 feet of Lot 9, Rose's Addition to Fort Des Moines (also known as Holland's Subdivision), all now in and forming a part of the City of Des Moines, Polk County, Iowa. Said tract contains 400 square feet, more or less.

I hereby certify that the legal description shown hereon was prepared by me or under my direct personal supervision, without the benefit of a field survey, and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Date

Richard D. Odenbach, RLS
Iowa Reg. No. 8105

Exhibit "E"
Enclosed West Walkway



LANDTECH ENGINEERING SERVICES, INC.

8560 Alice Avenue, Suite A, Des Moines, Iowa 50325

Phone (515) 270-9537

Civil Engineers and Land Surveyors

Since 1911

Exhibit "F" North Access Easement

Part of Lot 7 of Pursley Estate that lies North of Pleasant Street and part of Lots 9 and 10 in George G. Wright's Subdivision described as follows: Beginning at a point 10.4 feet West of the East line of said Lot 9, and 54.0 feet South of the Northeast corner of said Lot 9, George G. Wright's Subdivision; thence South along a line 10.4 feet West of the East line of said Lot 9, 264.41 feet to a point on the North right-of-way line of vacated Pleasant Street; thence Northwesterly along said right-of-way line and a line 10 feet Northerly of and parallel to the South line of said Lots 9 and 10, 141.5 feet to the Easterly right-of-way line of an existing Private Street; thence Northeasterly along a curve to the left having a radius of 110.00 feet and a central angle of $68^{\circ}00'$, an arc distance of 130.55 feet; thence North along said East right-of-way line, 119.38 feet; thence East 59.6 feet to the point of beginning. Said tract contains 17,670 square feet, more or less.

I hereby certify that the legal description shown hereon was prepared by me or under my direct personal supervision, without the benefit of a field survey, and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Date

Richard D. Odenbach, RLS
Iowa Reg. No. 8105

Exhibit "F"
North Access Easement

