

SECURITY TITLE & ABST. CO.
ACCOMMODATION RECORDING ONLY
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ENT. 95605 BK 4452 PG 89A
RANDALL A. COOINGTON
UTAH COUNTY RECORDER
1997 Dec 02 3:42 pm FEE 65.00 BY JV
RECORDED FOR SECURITY TITLE AND ABSTRACT

This instrument prepared by:
John D. Claybrook, Esq.
Waller Lansden Dortch & Davis
A Professional Limited Liability Company
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS is made as of the 14th day of August, 1997, by MOUNTAIN VIEW HOSPITAL, INC., a Utah Corporation (hereinafter referred to as "Declarant"), having an address of c/o Columbia/HCA Healthcare Corporation, One Park Plaza, Nashville, Tennessee 37203, under the following circumstances:

WITNESSETH:

A. Declarant is the owner of certain real property located in the City of Orem, Utah County, Utah, comprising approximately 0.7301 acres, as particularly described in Exhibit A attached hereto and made a part hereof (the "MOB Parcel") (The MOB Parcel together with any and all buildings and improvements now or hereafter located thereon are hereinafter referred to as the "MOB Property");

B. The MOB Parcel is bounded by a larger tract of land also owned by Declarant, comprising approximately 19.0459 acres, as described in Exhibit B attached hereto and made a part hereof (the land described on Exhibit B attached hereto shall hereinafter be referred to as the "Hospital Property") (the MOB Parcel and the Hospital Property are hereinafter referred to as the "Land");

C. Declarant intends to cause a medical office building of approximately 80,000 gross square feet to be developed and constructed on the MOB Parcel;

D. Declarant desires to create certain rights and easements, on, over and across the Parking Area Parcel which will provide for pedestrian and vehicular access, motor vehicle parking rights and certain underground utility easements, which will benefit and be appurtenant to the MOB Property;

E. Declarant is constructing an acute-care general hospital (the "Hospital") which is located on the Hospital Property;

F. Declarant desires to impose certain use restrictions upon the MOB Property in order to assure that the MOB Property will be used in a manner which is complimentary to the Hospital and that the services therein provided will not duplicate services being provided at the Hospital from time to time;

G. Declarant is executing this Declaration and will record the same in the Official Records of Utah County, Utah, for the purpose of creating such easements and subjecting the MOB Property to the covenants as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and for the purpose of enhancing and protecting the value, desirability and attractiveness of the MOB

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Property and the Hospital Property, Declarant as fee simple owner of the Land declares that the MOB Parcel shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Declaration:

ARTICLE I

DEFINITIONS

1.1 In addition to the terms defined elsewhere in this Declaration, the following words, unless the context otherwise requires, shall have the following meanings:

"Easement Facilities" shall mean and include Parking Facilities, Electrical Utility Facilities, Sewer Utility Facilities, Telecommunications Facilities and Water Utility Facilities.

"Electrical Easement Parcel" shall mean that portion of the Hospital Property described on Exhibit C attached hereto.

"Electrical Utility Facilities" shall mean underground conduits, wires, lines, pipes and mains and other underground electrical utility structures and improvements necessary for the transmission and/or provision of electricity and electrical services to the MOB Property.

"First Mortgage" shall mean a Mortgage encumbering the MOB Property which has the highest priority in relation to all of the other mortgages, liens and encumbrances which effect the MOB Property.

"Gas Easement Parcel" shall mean that portion of the Hospital Property described on Exhibit D attached hereto.

"Gas Utility Facilities" shall mean underground pipes and mains and other underground gas utility structures and improvements necessary for the transmission and/or provision of natural gas to the MOB Property.

"Hospital Property Owner" shall mean any Person that is the owner of record fee simple title to the Hospital Property, but only during and with respect to the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Hospital Property leases the Hospital Property to another Person for a term of 50 years or more pursuant to a lease, which lease or a memorandum thereof is Recorded, then until the expiration or termination of the term of such lease, "Hospital Property Owner" shall also include the then-current lessee or tenant under such lease.

"Interest Rate" shall mean the prime lending rate as published in the Wall Street Journal, from time to time, plus 4% with such rate changing with each change in the prime lending rate published by The Wall Street Journal.

"Land" shall have the meaning as set forth in Paragraph B of the recitals of this Declaration.

"MOB Parcel" shall have the meaning as set forth in Paragraph A of the recitals of this Declaration.

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"MOB Property" shall have the meaning as set forth in Paragraph A of the Recitals of this Declaration.

"MOB Parcel Owner" shall mean any Person that is the owner of record fee simple title to the MOB Parcel, but only during and with respect to the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the MOB Parcel leases the MOB Parcel to another Person for a term of 50 years or more pursuant to a lease, which lease or a memorandum thereof is Recorded, then until the expiration or termination of the term of such lease, "MOB Parcel Owner" shall also include the then-current lessee or tenant under such lease.

"Mortgage" shall mean any mortgage, deed of trust or similar lien which is Recorded, secures the payment of any indebtedness and encumbers all or any part of the Hospital Property or the MOB Parcel, or any interest therein.

"Mortgagee" shall mean the holder of any Mortgage.

"Parking Facilities" shall mean paved parking areas and drives and related parking facilities and improvements, including, without limitation, parking structures, garages, parking decks, sidewalks, curbs, traffic control signs, lighting equipment and landscaping.

"Person" or "person" shall mean anyone or more natural persons, corporations, partnerships, firms, trusts, trustees, governments, governmental authorities or other entities.

"Recorded" shall mean filed for record in the land records of Utah County, Utah.

"Sewer Easement Parcel" shall mean collectively those portions of the Hospital Property described on Exhibit E attached hereto.

"Sewer Utility Facilities" shall mean such underground pipes and mains and other underground sanitary sewer and storm water sewer structures and improvements necessary for the provision of sanitary sewer services and storm water drainage services to the MOB Property.

"Telecommunications Easement Parcel" shall mean that portion of the Hospital Property described on Exhibit F attached hereto.

"Telecommunications Facilities" shall mean such underground conduits, wires, lines and pipes and other underground telephone and telecommunications structures and improvements necessary for the transmission and/or provision of telephone and telecommunications services to the MOB Property.

"Utility Easements" shall mean and include the easements granted in Paragraphs 3.2 through 3.6, inclusive.

"Water Lane Easement Parcel" shall mean that portion of the Hospital Property described on Exhibit G attached hereto.

"Water Utility Facilities" shall mean such underground pipes and mains and other underground water utility structures and improvements necessary for the provision of water and water services to the MOB Property.

ARTICLE II

Permissible Uses and Restrictions Applicable to MOB Property.

2.1 Declarant contemplates the construction of a medical office building on the MOB Parcel. Declarant has an interest in assuring that the medical office building shall complement the Hospital and all present and future development on the Hospital Property and the buildings, structures, landscaping and related improvements located thereon. Therefore, Declarant shall have the right to approve the site plan and exterior design of any new construction on the MOB Parcel or any exterior modifications or additions to the buildings, improvements and landscaping situated on the MOB Parcel, which approval shall not be unreasonably withheld; provided that in no event shall the MOB Property contain a medical office building of more than approximately 80,000 gross square feet.

2.2 The use of the MOB Property shall be limited to the construction, maintenance and operation of a medical office building to be used and occupied only as medical offices for licensed physicians ("Physicians") to engage in the private practice of medicine for the care and treatment of human beings and other related activities incidental thereto, and for no other purpose without the prior written consent of Declarant, which consent may be granted or denied in its sole and absolute discretion. Notwithstanding anything to the contrary set forth herein, in no event shall the MOB Property or any part thereof be used for the following activities without the prior written consent of Declarant, which consent may be granted or denied in its sole and absolute discretion: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined), (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center, (iii) the operation of a clinic with a primary mission to treat Acquired Immune Deficiency Syndrome or similar diseases, (iv) any purpose that is in violation of any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, (v) any purpose deemed by Declarant or its insurer to be extrahazardous on account of fire risk, (vi) any purpose that would reasonably cause a cancellation of any insurance policy covering the Hospital Property, or (vii) any operation which creates a nuisance. The MOB Parcel Owner shall indemnify and hold harmless the Hospital Property Owner against all costs, expenses, damages, liability, or loss caused by any violation hereof of any provision of this Declaration. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients

performed directly by a Physician or by other health care professionals under the direct supervision of a Physician, or a facility operated for the provision of any such service. No drugs or medicines may be dispensed on the MOB Parcel to persons other than the patients of Physicians occupying office space in medical office buildings located on the MOB Parcel. The installation and use of any diagnostic, laboratory or radiology equipment on the MOB Parcel shall be subject to the prior written approval of Declarant, and prior to the installation of any such equipment on the MOB Parcel, Declarant shall be provided with a list of such equipment and its intended use. Notwithstanding the foregoing, however, nothing in this Section 2.2 shall prevent Physicians who conduct a medical practice and related activities at the MOB Property from performing outpatient surgeries that do not require general anesthesia or intravenous sedation or from rendering pathological laboratory and radiological services to any such Physician's own patients, so long as such pathological laboratory and radiological services are merely ancillary and incidental to such Physician's primary medical practice and do not constitute the Physician's primary medical practice or specialty nor the predominant services rendered by the Physician to the Physician's patients.

2.3 All Physicians who conduct a medical practice and related activities (a "Practice") at the MOB Property must be and remain active members and associates in good standing of the active medical staff of the Hospital.

2.4 Each Practice conducted within the MOB Property shall at all times be conducted under the supervision and authority of a Physician meeting the qualifications set forth in Section 2.3 and, except with Declarant's prior written consent, which may be withheld in Declarant's sole and absolute discretion, no such Physician shall (1) allow any other person or entity other than another Physician meeting the qualifications described in Section 2.3 to purchase, manage, or operate its Practice, or (2) conduct the Practice while serving as an agent or employee of any person or entity other than another Physician meeting the qualifications described in Section 2.3.

2.5 If MOB Parcel Owner shall receive a bona fide offer from any third party for the purchase, acquisition or lease of the MOB Property or any part thereof or interest therein, which offer such MOB Parcel Owner desires to accept, or if the MOB Parcel Owner desires to sell, transfer or lease a bona fide offer to sell, transfer, assign or lease the MOB Property or any part thereof or interest therein to a third party, such MOB Parcel Owner shall promptly deliver to Declarant, c/o Columbia/FICA Healthcare Corporation, One Park Plaza, Nashville, Tennessee 37203, Attention: Real Estate Department (or such other address as Declarant may designate by written notice to Grantee), a written notice setting forth the full terms and conditions of the proposed transaction, and if available, a copy of such offer, in the case of a purchase or other transfer, or a copy of the proposed lease agreement, in the case of a lease or on assignment of any leasehold interest of MOB Parcel Owner. Declarant may, within 15 days after receipt of such notice, elect to purchase, acquire or lease the MOB Property or such portion thereof or interest therein which is subject to any offer as described above (the "Offer Property") on the same terms and conditions as those set forth in such notice. The failure of Declarant to exercise this right of first refusal with respect to any proposed sale, lease, or other transfer by any MOB Parcel Owner shall not result in termination of the right of first refusal with respect to the MOB Property or any portion thereof or interest therein sold, leased, transferred, or assigned but this right of first refusal shall be a continuing right binding upon such MOB Parcel Owner and all future

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MOB Parcel Owners with respect to all subsequent proposed sales, leases, transfers, or assignments of the MOB Property or any portion thereof or interest therein. Furthermore, in the event that any proposed sale, lease, assignment or other transfer as to which Declarant did not exercise its right of first refusal as above provided, is not completed and closed by the MOB Parcel Owner of the Offer Property involved within 90 days after notice thereof was given to Declarant, or if prior to the closing of such transaction the terms available to the proposed purchaser, lessee, assignee or transferee are modified and made materially more favorable, then the Offer Property must be reoffered to Declarant in the same manner provided above and Declarant shall have 30 days from receipt of the MOB Parcel Owner's modification within which to exercise the right of first refusal.

If the consideration to be paid pursuant to any acceptable third party offer to purchase the Offer Property or otherwise acquire the same from an MOB Parcel Owner shall include property other than cash, Declarant may exercise its right of first refusal with respect to such transaction and shall pay as consideration therefor the same amount of cash and the same exchange property as set forth in the proposed offer, or an all cash purchase price in an amount equal to the sum of the cash portion of the consideration, plus the fair cash value of the property which the purchaser proposed to exchange for the Offer Property. If any acceptable third party offer to an MOB Parcel Owner for the Offer Property shall include other property owned by such MOB Parcel Owner, Declarant's right of first refusal shall, at Declarant's election, be either (a) applicable to the MOB Property or the applicable portion thereof or interest therein and the other property covered by such offer; or (b) applicable to the MOB Property or the applicable portion thereof or interest therein alone, at a purchase price which shall be that part of the price offered by the third party which the value of the MOB Property or any portion thereof bears to the value of all the property included in such third party offer.

2.6 The provisions of this Article II shall remain in effect and be enforceable until such time as this Hospital, or any successor health care facility which replaces Hospital, is permanently closed; provided, however, (i) the provisions of this Article II shall in any event terminate, lapse and be of no further effect on the date ninety-nine (99) years after the recording of this Declaration (the "Restriction Period"). The Hospital or successor health care facility shall, for the purposes of the preceding sentence, be deemed to have permanently closed when and if such facility has been closed and no health care services of any kind have been provided therein for a period of twenty-four (24) consecutive months; provided, however, if no such health care services have been provided at such facilities for such period of time because of damage or destruction by fire or any other casualty, and such facility is being repaired or reconstructed, then such facility shall not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration.

ARTICLE III

Parking, Access and Utility Easements

3.1 Parking and Access Easement.

(a) Declarant grants and declares to and for the benefit of the MOB Parcel Owner, a perpetual nonexclusive right and easement for the maintenance and use of Parking Facilities on the Hospital Property and for pedestrian and motor vehicle

ingress and egress to and from the MOB Parcel on, over and across the sidewalks and drives now or hereafter located on the Hospital Property, subject to the terms and provisions of this Declaration.

(b) The Parking Area Owner shall have the right to grant similar easements, leases and licenses to others for the use of Parking Facilities located on the Hospital Property as shall be determined in the sole discretion of the Hospital Property Owner to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the buildings and improvements now or hereafter located on the Hospital Property or any part thereof, provided, however, that the granting of such easements, leases or licenses shall not unreasonably impair the MOB Parcel Owner's rights regarding the use of the Parking Facilities on the Hospital Property. The Hospital Property Owner and such other persons as the Hospital Property Owner may have granted easements, leases or licenses for the use of the Parking Facilities located on the Hospital Property, shall have the right to use the drives and parking areas and other Parking Facilities located on the Hospital Property for ingress and egress and the parking of motor vehicles in common with the MOB Parcel Owner. In addition, the Hospital Property Owner hereby reserves the right (i) to relocate or reconfigure the layout of any Parking Facilities (or any part thereof) located on the Hospital Property to other locations on the Hospital Property, (ii) to close temporarily any portion of the Parking Facilities located on the Hospital Property, (iii) to permanently close and/or remove Parking Facilities located on the Hospital Property, (iv) to convey or lease any portion of the Hospital Property from which the Parking Facilities have been or will be closed or removed, (v) to construct, or permit to be constructed, additional Parking Facilities on the Hospital Property or any part thereof, including, but not limited to, parking garages and structures and above ground and below grade parking decks, and (vi) to construct or permit or cause to be constructed and installed, additional buildings, structures and other improvements including, but not limited to Electric, Gas, Sewer, Telecommunications and Water Utility Facilities on, in or under any portion or portions of the Hospital Property; provided, however that (1) the sum of the number of parking spaces available for use by the MOB Parcel Owner and the Hospital Property Owner, after any such reconfiguration or permanent closure or removal of parking spaces, is equal to not less than the number of parking spaces necessary to comply with all applicable governmental requirements regarding the total number of parking spaces required for the improvements located on the Land, provided, however, that the medical office building located on the MOB Parcel shall contain not more than 80,000 gross square feet; (2) in order for any parking spaces to be "available for use by the MOB Parcel Owner" as above contemplated, such spaces must be located on the MOB Parcel, the Hospital Property or other land which is contiguous to the Hospital Property; and (3) there shall at all times be adequate and reasonably convenient vehicular and pedestrian ingress to and egress from the MOB Property. In order to maintain necessary or desirable access to the MOB Property and parking spaces or drives before, during or after any such reconfiguration or permanent closure and/or removal of parking spaces, drives and other Parking Facilities, the Hospital Property Owner may construct parking decks, parking structures, garages, parking spaces, and additional drives and/or other Parking Facilities on the Hospital Property or on other property in the immediate vicinity of the Hospital Property. The parking and access easement provided herein shall be applicable to such additional Parking Facilities to the extent required to make available to the MOB Parcel Owner adequate vehicular and pedestrian access and the number of parking spaces necessary to comply with applicable

governmental requirements regarding the number of parking spaces required for the medical office building located on the MOB Parcel, containing not more than 80,000 square feet gross area.

3.2 Electrical Easement. Declarant hereby grants and declares to and for the benefit of the MOB Parcel Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove in, under and from the Electrical Easement Parcel, Electrical Utility Facilities for the transmission and/or provision of electricity and electrical services to the MOB Parcel as are reasonably necessary in connection with the use and enjoyment of the MOB Parcel and the improvements now or hereafter located thereon. The Hospital Property Owner shall have the right to use the Electrical Easement Parcel for any purpose, including without limitation, the installation, use and operation of driveways, parking areas and landscaping, provided that the use of the Electrical Easement Parcel by the MOB Parcel Owner for the purposes permitted hereinabove is not unreasonably impaired. The Hospital Property Owner shall have the right to reconfigure the Electrical Easement Parcel or relocate the Electrical Easement Parcel and the Electrical Utility Facilities to other locations on the Hospital Property, provided in the event of any such relocation or reconfiguration, (i) the Hospital Property Owner shall relocate and reconstruct such Electrical Utility Facilities at its sole cost and expense, and (ii) there shall be no interference with or disruption of services provided by such Electrical Utility Facilities to the MOB Parcel, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. The MOB Parcel Owner shall, at its sole cost and expense, maintain all Electrical Utility Facilities installed in the Electrical Easement Parcel by the MOB Parcel Owner or which provide service to the MOB Parcel in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Electrical Easement Parcel are disturbed or damaged in the course of the installation of any Electrical Utility Facilities by the MOB Parcel Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by the MOB Parcel Owner, or its agents or contractors, the MOB Parcel Owner shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

3.3 Gas Line Easement. Declarant hereby grants and declares to and for the benefit of the MOB Parcel Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove under and from the Gas Easement Parcel, the Gas Utility Facilities for the transmission and/or provision of natural gas to the MOB Parcel as are reasonably necessary in connection with the use and enjoyment of the MOB Parcel and the improvements now or hereafter located thereon. The Hospital Property Owner shall have the right to use the Gas Easement Parcel for any purpose, including without limitation, the installation, use and operation of Parking Facilities; provided, however, that the use of the Gas Easement Parcel by the MOB Parcel Owner for the purposes permitted hereinabove is not unreasonably impaired. The Hospital Property Owner shall have the right to reconfigure the Gas Easement Parcel or relocate the Gas Easement Parcel and the Gas Utility Facilities to other locations on the Parking Area Parcel, provided in the event of any such relocation or reconfiguration, the Parking Area Owner shall relocate and reconstruct such Gas Utility Facilities at its sole cost and expense, and there shall be no interference with or disruption of

services provided by such Gas Utility Facilities to the MOB Parcel, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. The MOB Parcel Owner shall at its sole cost and expense, maintain all Gas Utility Facilities installed in the Gas Easement Parcel by the MOB Parcel Owner or which provide service to the MOB Parcel, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Gas Easement Parcel are disturbed or damaged in the course of the installation of any Gas Utility Facilities by the MOB Parcel Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by the MOB Parcel Owner, or its agent or contractors, the MOB Parcel Owner shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

3.4 Telecommunications Easement. Declarant hereby grants and declares to and for the benefit of the MOB Parcel Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove in, under and from the Telecommunications Easement Parcel, the Telecommunications Facilities for the transmission and/or provision of telephone and telecommunications services to the MOB Parcel as are reasonably necessary in connection with the use and enjoyment of the MOB Parcel and the improvements now or hereafter located thereon. The Hospital Property Owner shall have the right to use the Telecommunications Easement Parcel for any purpose, including without limitation the installation, use and operation of Parking Facilities, provided the use of the Telecommunications Easement Parcel by the MOB Parcel Owner is not unreasonably impaired. The Hospital Property Owner shall have the right to reconfigure the Telecommunications Easement Parcel or relocate the Telecommunications Easement Parcel and the Telecommunications Facilities to other locations on the Parking Area Parcel provided in the event of any such relocation or reconfiguration, (i) the Parking Area Owner shall relocate and reconstruct such Telecommunications Facilities at its sole cost and expense and (ii) there shall be no interference with or disruption of services provided by such Telecommunications Facilities to the MOB Parcel, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. The MOB Parcel Owner shall at its sole cost and expense, maintain all Telecommunications Facilities installed in the Telecommunications Easement Parcel by the MOB Parcel Owner or which provide service to the MOB Parcel, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Telecommunications Easement Parcel are disturbed or damaged in the course of the installation of any Telecommunications Facilities by the MOB Parcel Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by the MOB Parcel Owner, or its agent or contractors, the MOB Parcel Owner shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

3.5 Sewer Easement. Declarant hereby grants and declares to and for the benefit of the MOB Parcel Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove in, under and from the Sewer Easement Parcel, Sewer Utility Facilities for the provision of sanitary sewer services to the MOB Parcel as are reasonably necessary in connection with

the use and enjoyment of the MOB Parcel and the improvements now or hereafter located thereon. The Hospital Property Owner shall have the right to use the Sewer Easement Parcel for any purpose, including without limitation: the installation, use and operation of Parking Facilities, provided that the use of the Sewer Easement Parcel by the MOB Parcel Owner for the purposes permitted hereinabove is not unreasonably impaired. The Hospital Property Owner shall have the right to reconfigure the Sewer Easement Parcel or relocate the Sewer Easement Parcel and the Sewer Utility Facilities to other locations on the Hospital Property, provided in the event of any such relocation or reconfiguration, (i) the Hospital Property Owner shall relocate and reconstruct such Sewer Utility Facilities at its sole cost and expense and (ii) there shall be no interference with or disruption of services provided by such Sewer Utility Facilities to the MOB Parcel, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. The MOB Parcel Owner shall at its sole cost and expense, maintain all Sewer Utility Facilities installed in the Sewer Easement Parcel by the MOB Parcel Owner or which provide service to the MOB Parcel, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Sewer Easement Parcel are disturbed or damaged in the course of the installation of any Sewer Utility Facilities by the MOB Parcel Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by the MOB Parcel Owner, or its agent or contractors, the MOB Parcel Owner shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

3.6 Water Easement. Declarant hereby grants and declares to and for the benefit of the MOB Parcel Owner a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove in, under and from the Water Line Easement Parcel, Water Utility Facilities for the provision of water to the MOB Parcel as are reasonably necessary in connection with the use and enjoyment of the MOB Parcel and the improvements now or hereafter located thereon. The Hospital Property Owner shall have the right to use the Water Line Easement Parcel for any purpose, including without limitation the installation, use and operation of Parking Facilities; provided that the use of the Water Line Easement Parcel by the MOB Parcel Owner for the purposes permitted hereinabove is not unreasonably impaired. The Hospital Property Owner shall have the right to reconfigure the Water Line Easement Parcel or relocate the Water Line Easement Parcel and the Water Utility Facilities to other locations on the Hospital Property provided in the event of any such relocation or reconfiguration, (i) the Hospital Property Owner shall relocate and reconstruct such Water Utility Facilities at its sole cost and expense and (ii) there shall be no interference with or disruption of services provided by such Water Utility Facilities to the MOB Parcel, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. The MOB Parcel Owner shall at its sole cost and expense, maintain all Water Utility Facilities installed in the Water Line Easement Parcel by the MOB Parcel Owner or which provide service to the MOB Parcel, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Water Line Easement Parcel are disturbed or damaged in the course of the installation of any Water Utility Facilities by the MOB Parcel Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement

thereof by the MOB Parcel Owner, or its agent or contractors, the MOB Parcel Owner shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

ARTICLE IV

GENERAL PROVISIONS

4.1 General Easement Provisions. As long as any of the easements, covenants or agreements granted and/or declared in Articles II or III remain in effect, then the MOB Parcel, the Hospital Property, the MOB Parcel Owner and the Hospital Property Owner are subject to all of the following:

(a) The rights and easements granted, declared and created herein and the various terms, conditions, restrictions and agreements set forth herein shall be (i) easements and covenants running with the land and (ii) binding upon and inure to the benefit of the Hospital Property Owner, the MOB Parcel Owner and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its or his/her heirs, successors and assigns.

(b) The rights and easements granted and declared herein for the benefit of the MOB Parcel Owner are intended to create a property interest or right only in the MOB Parcel Owner and its respective successors and assigns; provided, however, the MOB Parcel Owner may permit its tenants, subtenants, partners, officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the MOB Parcel to use and enjoy the easements and easement rights granted and declared herein for the benefit of the MOB Owner, but only so long as no property interest in such easements or easement rights is transferred to any such person. Likewise, Parking Area Owner, and its lessees and licensees may permit their respective subtenants, partners, officers and directors, employees, agents, contractors, invitees and licensees to use and enjoy the easement rights, license rights granted, transferred, conveyed or leased by Hospital Property Owner pursuant to Section 3.1 (b), but only so long as no property interest in such easements or easement rights is transferred or granted to any such person permitted to use and enjoy such rights.

(c) Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

(d) Whenever the Hospital Property Owner relocates, closes or removes any Parking Facilities on the Hospital Property or relocates any easement granted and declared herein or any of the Easement Facilities as permitted pursuant to the terms hereof, then (i) Hospital Property Owner may execute and record in the Recording Office a notice which describes the Parking Facilities which have been relocated, closed or removed and the portion(s) of the Hospital Property which are no longer subject to the Parking Easement described in Paragraph 3.1 or any of the Utility Easements, and upon the recordation of such notice, the Parking Easement and such Utility Easements shall terminate as the portion(s) of the Hospital Property described in the notice; (ii) the MOB Parcel Owner and any Mortgagee will, upon request by the Hospital Property Owner, execute and deliver all releases or other documents and perform all acts that the Hospital Property Owner shall

deem reasonably necessary or appropriate to ratify and confirm termination, cancellation and release of the easement rights herein granted with respect to those portions of the Hospital Property, the Electrical Easement Parcel, the Gas Easement Parcel, the Telecommunications Easement Parcel, the Sewer Easement Parcel and/or the Water Line Easement Parcel which were subject to the easement(s) or portions thereof which have been or are to be relocated or closed or from which any Parking Facilities have or will be removed as set forth in the notices referred to in clause (i) and (ii) above; and (iii) the Hospital Property Owner will, upon request by the MOB Parcel Owner or any Mortgagee, execute and deliver to the MOB Parcel Owner and such Mortgagee all agreements or other documents and perform all acts that the MOB Parcel Owner or such Mortgagee shall deem reasonably necessary or appropriate to record the new location of any such relocated easements.

(c) In connection with the use and enjoyment of the easements and rights granted and declared herein for the benefit of the MOB Parcel Owner, the MOB Parcel Owner shall comply with all applicable laws, regulations, orders and requirements of all governmental entities having jurisdiction over the same, whether federal state or local.

(f) The MOB Parcel Owner shall indemnify and save the Declarant and the Hospital Property Owner harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by the Declarant and the Hospital Property Owner arising as a result of the exercise, use or enjoyment of any rights or easements granted or declared herein for the benefit of the MOB Parcel Owner or provisions of this Declaration. Furthermore, the MOB Owner shall indemnify and save the Declarant and the Hospital Property Owner harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof by Declarant and the Hospital Property Owner resulting from any injury or death of persons or damage to property which occurs on the Hospital Property or in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the Hospital Property; provided, however, the MOB Parcel Owner shall not so indemnify and save harmless the Hospital Property Owner from the consequences of any negligent acts of the Hospital Property Owner.

(g) Except as otherwise hereinafter provided, the Hospital Property Owner shall keep and maintain the Parking Facilities and all of the improvements now or hereafter located on the Hospital Property and all additions thereto, including all paved parking areas, curbs, landscaping, drives and lighting equipment, in good condition and repair and shall make all repairs necessary in order to maintain the same in such condition. In addition, the Hospital Property Owner shall keep and maintain the Hospital Property in a safe, clean and attractive condition. The MOB Parcel Owner shall comply with and shall cause all of its partners, officers, directors, employees, agents, contractors, invitees, licensees and its tenants and other occupants of any portion of the MOB Parcel to comply with all reasonable rules and regulations adopted from time to time by the Hospital Property Owner relating to the direction and flow of traffic, the delineation of areas wherein parking and standing are not permitted and otherwise governing the use and operation of such parcels and the safety and security of pedestrians, operators and their automobiles and other property. Furthermore, the Hospital Property

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Owner shall have the right to install barriers and other devices to control the use of and access to the Parking Facilities.

(h) The MOB Parcel Owner shall keep in effect at its sole cost and expense satisfactory comprehensive general liability insurance covering the Parking Facilities located on the Hospital Property providing for coverage with maximum limits of liability not less than One Million Dollars (\$1,000,000) for bodily injury to one person, One Million Dollars (\$1,000,000) for bodily injury to any group of persons as a result of one accident, and One Million Dollars (\$1,000,000) for property damage, or such higher amounts as the Hospital Property Owner and Declarant may reasonably require from time to time. Each such policy shall name Declarant and Hospital Property Owner as an additional insured and the MOB Parcel Owner shall have at all times furnished Declarant and Hospital Property Owner with certificates of current policies evidencing such insurance and upon the expiration of any such policy the MOB Parcel Owner shall deliver a renewal certificate of such insurance to Declarant and Hospital Property Owner.

(i) In the event that all or any portions of the easement parcels described in this Declaration are taken by the exercise of the power of eminent domain or are transferred or conveyed in a negotiated transaction to a person vested with the power of eminent domain, then the easements granted above with respect to such easement parcels, or the portion thereof taken or conveyed, shall terminate at the effective time of the taking or conveyance, or, if earlier, the date that the condemning authority takes possession of any of the easement parcels or such part thereof. The MOB Parcel Owner shall be entitled to such portion of the award or other compensation payable with respect to any such taking or conveyance as shall be determined by mutual agreement between the Hospital Property Owner and the MOB Parcel Owner, or if they are unable to agree, such portion of the award or compensation, as is determined by the final non-appealable order of a state court having jurisdiction over cases relating to condemnation of real property; provided, however, the MOB Parcel Owner shall not be entitled to any portion of such award or compensation awarded in connection with the taking of all or a portion of the Hospital Property if the sum of the number of parking spaces remaining available for use by the MOB Parcel Owner after such taking or conveyance equals not less than the number of parking spaces necessary to comply with all applicable governmental requirements regarding the number of parking spaces required for the building then located on the MOB Parcel (not exceeding 80,000 gross square feet); and provided further, MOB Parcel Owner shall be entitled to only that portion of any such award or compensation awarded in connection with the taking of all or any portion of the Electrical Easement Parcel, the Gas Easement Parcel, the Telecommunications Easement Parcel, the Sewer Easement Parcel or the Water Line Easement Parcel that is necessary pay the costs of relocating the Electrical Utility Facilities, the Gas Utility Facilities, the Telecommunications Facilities, the Sewer Utility Facilities and the Water Utility Facilities, as the case may be.

(j) MOB Parcel Owner shall reimburse and pay Hospital Property Owner, within 15 days of receipt of a statement from Hospital Property Owner, the "MOB Percentage" (as hereinafter defined) of the following costs:

(1) all costs and expenses of every kind and description which Hospital Property Owner pays or incurs in connection with the operation and management and the furnishing or performance of any maintenance, repairs, replacements and/or renewals of the driveway, parking areas, drives,

walkways and other structures and improvements, and other Parking Facilities located on or within the Hospital Property; and

(2) all real estate taxes and assessments for public improvements, general and special, which shall become a lien upon or become due and payable with respect to the land underlying the Hospital Property at any time subsequent to the date of the recording of this Declaration. In the event that the Hospital Property is not separately assessed, the amount of real estate taxes and assessments, if any, attributable to the Hospital Property shall be determined by Hospital Property Owner on a rational basis taking into account the relative area of the Hospital Property and the area of the taxable parcel of which it is a part and the rates at which taxes and assessments against the taxable parcel are assessed.

Any such statement delivered to MOB Parcel Owner shall include copies of all bills and invoices for which Grantor is requesting reimbursement. "MOB Percentage" shall mean that fraction (stated as a percentage), the numerator of which is the number of parking spaces required for the MOB Parcel by applicable governmental requirements, and the denominator of which is the total number of parking spaces on the Land.

(k) In the event that the MOB Parcel Owner is in breach of its obligations under this Declaration, the Hospital Property Owner may provide written notice of such breach to the MOB Parcel Owner. Upon the expiration of thirty (30) days following the giving of such notice, if the MOB Parcel Owner (i) has failed to cure such breach or (ii) in the case of a breach (other than the payment of money) which by its nature cannot be completely cured within such 30 day period, the MOB Parcel Owner does not within such period commence to cure the breach and diligently pursue and complete the cure in a reasonable period of time, then in either such event, the Hospital Property Owner may do all things necessary or desirable to remedy such breach and perform the obligations of the MOB Parcel Owner that have not been fully or promptly performed. The MOB Parcel Owner shall immediately on demand reimburse the Hospital Property Owner for all costs and expenses incurred by the Hospital Property Owner in connection with the cure of any breach of the MOB Parcel Owner of its obligations under this Declaration, plus interest at the Interest Rate, or if less, the highest rate permitted under applicable law.

(l) Declarant hereby reserves for the benefit of Hospital Property Owner, a continuing lien in the nature of a mortgage lien on the MOB Parcel to secure payment of all of MOB Parcel Owner's reimbursement or payment obligations pursuant to this Declaration, including, but not limited to, its obligations to reimburse Hospital Property Owner for all sums which MOB Parcel Owner becomes obligated to pay Hospital Property Owner pursuant to Section 4.01(j) and (k) (all such sums being hereinafter referred to as the "Reimbursable Amounts"). If MOB Parcel Owner shall fail or refuse to pay any Reimbursable Amounts which are due and owing to Hospital Property Owner within 30 days following written demand therefor, Hospital Property Owner shall be entitled to record a notice of lien ("Notice of Lien") in the Office of the Circuit Court Clerk for Utah County, Utah (the "Recording Office"), setting forth the amount of the unpaid Reimbursable Amounts and Hospital Property Owner shall thereafter be entitled to foreclose the lien with respect to such Reimbursable Amounts as set forth in the recorded Notice of Lien, together with interest thereon at the Interest Rate in the same manner as the

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foreclosure of mortgage liens under the laws the State of Utah, and recover all such Reimbursable Amounts, together with attorneys fees and expenses and court costs incurred in connection with the enforcement of such lien and the collection of such Reimbursable Amounts. The lien hereinabove provided shall have priority from the date and time that a notice of lien as aforesaid is filed for record in the Recording Office. Notwithstanding the foregoing, the above described lien shall not have priority over a First Mortgage lien on the MOB Property.

(m) No breach of the covenants, conditions and restrictions contained herein shall defeat or render invalid the lien of any Mortgage now or hereinafter executed upon any portion of the Land subject to this Declaration; provided, however, that the rights of any Mortgagee shall be subject to all of the covenants, conditions and restrictions of this Declaration, and if any portion of such property subject to any Mortgage is sold under a foreclosure of any mortgage or is conveyed to the Mortgagee or any other Person in lieu of foreclosure, any purchaser at such sale or any such grantee and his successors and assigns shall hold any and all property so purchased and acquired subject to all of the covenants, conditions and restrictions of this Declaration.

4.2 Covenants Running with the Land; Enforcement and Remedies. The covenants, restrictions and rights of first refusal provided for in Article II shall be effective upon the date hereof and shall run with the land. The agreements provided for herein shall inure to the benefit of and be binding upon the (a) the Declarant and its successors and assigns; (b) the Hospital Property Owner; (c) MOB Parcel Owner, and (d) the respective successors, successors-in-title, assigns, heirs and issuees of Hospital Property Owner and the MOB Parcel Owner, and their respective agents, employees, lessee and invitees. The covenants and restrictions provided for in Article I shall remain in full force and effect and shall be unaffected by any change in ownership of the MOB Parcel or the Hospital Property, or any part of either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Declarant and the Hospital Property Owner by reason of a breach of the agreements, covenants and restrictions set forth in this Declaration, and, therefore, Declarant and Hospital Property Owner shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or equity. The failure of Declarant or the Hospital Property Owner, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

4.3 Fees and Expenses. In the event the MOB Parcel Owner or the Hospital Property Owner fails to perform any of its respective obligations under this Declaration or in the event a dispute arises concerning the meaning or interpretation of any provision herein, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees.

4.4 Amendment, Etc. This Declaration or any provisions hereof, or any covenants and conditions contained herein, may be terminated, extended, modified

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or amended, but only by a written instrument duly executed by the Hospital Property Owner, the MOB Parcel Owner and all Mortgagees. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the Hospital Property Owner, the MOB Parcel Owner and all Mortgagees and Recorded.

4.5 No Merger. The easements and easement rights set forth herein shall not be terminated or extinguished by merger of title or otherwise unless the Hospital Property Owner, the MOB Parcel Owner and all Mortgagees execute a consent to the termination of such easements and easement rights and such consent is Recorded.

4.6 Severability. If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

4.7 Governing Law; Legal Requirements. This Declaration shall be governed, construed and enforced in accordance with the laws of the State of Utah. If any covenant, condition, restriction, option, right of first refusal or other provision of this Declaration shall be unlawful, void or voidable for the violation of any rule of law, including, but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision shall continue only until the date twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Elizabeth II Queen of England.

4.8 Exhibits. All exhibits referred to herein are attached hereto and made a part hereof.

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officer of Declarant on the day and year first above written.

Signed, sealed and delivered in the presence of:

Thomas F. Ramsey
(Signature)
Thomas F. Ramsey
(Printed Name)

MOUNTAIN VIEW HOSPITAL, INC., a Utah corporation

By: Howard K. Patterson
 Howard K. Patterson
 Vice President

Stephen Denney
(Signature)
Stephen Denney
(Printed Name)

STATE OF TENNESSEE)
COUNTY OF DAVIDSON) SS.

The foregoing instrument was acknowledged before me this 24TH day of November, 1997, by Howard K. Patterson, the Vice President of Mountain View Hospital, Inc, a Utah Corporation on behalf of the corporation.

Helen W. Cook
Notary Public

Helen W. COOK
(Printed Name)

My Commission Expires: September 26, 1998



EXHIBIT A

MOB Parcel

The following tract of land located in Utah County, State of Utah:

Beginning at the southwest corner of the building site which point is North 347.913 feet and East 409.410 feet from the West $\frac{1}{4}$ corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North $00^{\circ}35'27''$ West 108.5885 feet; thence North $44^{\circ}24'33''$ East partially along the face of the southeast entrance of the Orem Health Care Center 41.05 feet; thence North $0^{\circ}35'37''$ West 10.18 feet; thence North $89^{\circ}24'33''$ East 191.06 feet; thence South $00^{\circ}35'27''$ East 147.75 feet; thence South $89^{\circ}24'33''$ West 220.0833 feet to the point of beginning.

Area = 0.7301 acres or 31,801.05 square feet.

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EXHIBIT B

ENT 95605 BK 4452 PG 916

Beginning at a point on the north line of 800 North Street, Orem, Utah, which point is North 00°39'38" West along the Section line 137.54 feet (based on the Utah State Coordinate System, Central Zone and data published by the Utah County Surveyor as of January 1986) from the West quarter corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°39'38" West along the Section line 1173.02 feet to the South line of 1000 North Street; thence North 89°32'15" East along said street line 617.16 feet; thence North 89°33'23" East continuing along said street line 41.85 feet to the Northwest corner of Lot 1, Plat "A", Sunridge Subdivision; thence South 00°22'23" East along said subdivision line 636.98 feet to the Southwest corner of Lot 15, Plat "C", Sunridge Subdivision; thence North 89°35'42" East along said subdivision line 174.15 feet; thence South 00°39'38" East 530.59 feet to the North line of said 800 North Street; thence South 89°10'30" West along said street line 829.96 feet to the point of beginning. Containing 19.776 acres.

LESS AND EXCEPT THE FOLLOWING:

The following tract of land located in Utah County, State of Utah:

Beginning at the southwest corner of the building site which point is North 347.913 feet and East 409.410 feet from the West ¼ corner of Section 10, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°35'27" West 108.5385 feet; thence North 44°24'33" East partially along the face of the southeast entrance of the Orem Health Care Center 41.05 feet; thence North 0°35'37" West 10.18 feet; thence North 89°24'33" East 191.06 feet; thence South 00°35'27" East 147.75 feet; thence South 89°24'33" West 220.0833 feet to the point of beginning.

Area = 0.7301 Acres or 31,801.05 Sq. Ft.

ALSO LESS AND EXCEPT the portion lying within the bounds of 800 West Street as dedicated on the recorded plat of PLAT "A" OREM HEALTH CARE CENTER SUBDIVISION, recorded November 7, 1995 as Entry No. 76597, Map No. 6330 in the Official Records of the Utah County Recorder.

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ENT 95605 BK 4452 PG 917

EXHIBIT C

Electrical Easement Parcel

A strip of ground lying 5.00 feet each side of the following described centerline, and including a rectangular concrete transformer pad:

Beginning at a point which is north 150.92 feet and east 777.20 feet from the west $\frac{1}{4}$ corner of Section 10, Township 6 South, Range 2 east, Salt Lake Base and Meridian; thence N 2°03'21" W 520.42 feet; thence S 44°27'16" W 234.73 feet.

Also: A pad of concrete located N 3°12'14" W 3.70 feet from the end of the last call of the aforementioned centerline, thence S 89°27'00" W 11.88 feet; thence S 00°10'33" E 10.43 feet; thence N 89°54'49" E 11.92 feet; thence N 00°25'08" W 10.53 feet to the point of beginning.

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ENT 95605 M 4452 M 918

EXHIBIT D

Gas Easement Parcel

A strip of ground lying 5.00 feet each side of the following described centerline:

Beginning at a point which is north 788.81 feet and east 645.51 feet from the west $\frac{1}{4}$ corner of Section 10, Township 6 South, Range 2 east, Salt Lake Base and Meridian; thence N 89°31'53" W 14.55 feet; thence N 55°37'02" W 9.61 feet; thence N 39°39'01" W 18.39 feet; thence S 2°42'03" E 235.02 feet; thence S 26°50'41" W 19.70 feet; thence S 48°36'11" W 27.32 feet; thence S 46°45'19" W 67.85 feet.

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EXHIBIT E

Sewer Easement Parcel

Sanitary Sewer Easement Parcel:

A strip of ground lying 10.00 feet each side of the following described centerline:

Beginning at a point which is north 254.96 feet and east 40.75 feet from the west 1/4 corner of Section 10, Township 6 South, Range 2 east, Salt Lake Base and Meridian; thence N 56°30'47" E 125.92 feet; thence N 89°22'33" E 255.14 feet to a point of division; the first of which runs N 1°08'58" W 83.34 feet, the other of which continues from the point of division N 89°21'40" E 180.58; thence N 0°37'12" E 50.36 feet.

Storm Water Drainage Easement Parcel:

A strip of ground lying 10.00 feet each side of the following described centerline:

Beginning at a point which is north 543.54 feet and east 23.80 feet from the west 1/4 corner of Section 10, Township 6 South, Range 2 east, Salt Lake Base and Meridian; thence S 42°22'24" E 102.13 feet; thence S 1°13'14" E 126.95 feet; thence N 89°15'35" E 212.73 feet; thence N 89°26'29" E 66.16 feet; thence N 51°33'01" E 52.87 feet.

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ENT 95605 M 4452 P 920

EXHIBIT F

Telecommunications Easement Parcel

A strip of ground lying 5.00 feet each side of the following described centerline:

Beginning at a point which is north 156.15 feet and east 826.24 feet from the west $\frac{1}{4}$ corner of Section 10, Township 6 South, Range 2 east, Salt Lake Base and Meridian; thence N $67^{\circ}38'16''$ W 57.57 feet; thence N $44^{\circ}58'21''$ W 106.59 feet; thence N $34^{\circ}10'04''$ W 78.93 feet; thence N $25^{\circ}44'29''$ W 63.55 feet; thence N $56^{\circ}49'16''$ W 22.54 feet.

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