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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 35 P.

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE
COMPANY

WHEN RECORDED RETURN TO :
Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC
Suite 1600 Wachovia Tower
420 North 20th Street
Birmingham, Alabama 35203
Attention: Lynn Reynolds, Esq.

(THIS SPACE FOR RECORDER'S USE ONLY)

FATIC 339614P-2

EASEMENT MAINTENANCE AND USE AGREEMENT

THIS EASEMENT MAINTENANCE AND USE AGREEMENT (the "Easement Agreement") is hereby made, declared, established, and entered into as of the 22 day of February, 2010, by and between **B.C.V.V., INC.**, a Utah non-profit corporation d/b/a Rocky Mountain Care—West Valley ("BCVV"), of 5242 South College Drive, Suite 205, Murray, Utah 84123, and **MPT OF WEST VALLEY CITY, LLC**, a Delaware limited liability company ("MPT"), of 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242.

RECITALS

A. BCVV is the owner of certain property located in West Valley City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and made a part hereof by reference and incorporation (the "BCVV Property") and immediately following the recordation of this Easement Agreement BCVV will transfer the BCVV Property (the "BCVV/RMC Transfer") to its affiliate, RMC Property Holdings, L.L.C., a Utah limited liability company ("RMC).

B. MPT is the owner of certain property located in West Valley City, Salt Lake County, Utah, as more particularly described on Exhibit B attached hereto and made a part hereof by reference and incorporation (the "MPT Property").

C. A portion of the MPT Property is currently leased by MPT to Jordan Valley Medical Center, LP ("JVMC") (the "Hospital Campus").

D. BCVV plans to develop (or cause RMC to develop) the BCVV Property and construct thereon a skilled nursing facility of approximately Fifty-Three Thousand Two Hundred Forty-Six (53,246) square feet (the "SNF Facility") and RMC will lease the BCVV Land and the SNF Facility

to BCVV for BCVV's operation of the SNF Facility.

E. To accommodate the development and construction of the SNF Facility on the BCVV Property and the development and use plans of BCVV and MPT on their respective properties, BCVV and MPT, with the consent of JVMC and RMC, desire to enter into this Easement Agreement for the purpose of granting and reserving certain easements for the benefit of the BCVV Property and the MPT Property, upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, One Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto hereby make, declare, establish, reserve, and grant easements and rights as follows:

1. **Definitions.** Except as otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Section 1 have the meanings assigned to them in this Section 1 and include the plural as well as the singular.

(a) BCVV Easements means, collectively, all easements granted herein in favor of the BCVV Property and the BCVV Property Owners.

(b) Additional BCVV Users means the tenants, subtenants, partners, officers, directors, employees, agents, contractors, invitees, licensees and other occupants and guests of the BCVV Property.

(c) Additional MPT Users means the tenants, subtenants, partners, officers, directors, employees, agents, contractors, invitees, licensees and other occupants and guests of the MPT Property.

(d) BCVV Property Owners means any Person that is the owner of record fee simple title to the BCVV Property, but only during and with respect to the period of such Person's ownership; provided, however, that if any such owner of record fee simple title to the BCVV Property has leased or leases the BCVV Property to another Person for a term of twenty (20) years or more (inclusive of any extension or renewal options) pursuant to a lease, which lease or a memorandum thereof is recorded in the Official Records, then until the expiration or termination of the term of such lease, the term BCVV Property Owners shall also include the then-current lessee or tenant under such lease.

(f) Easement Plans has the meaning as set forth in Section 6(a).

(g) Detention Pond Maintenance has the meaning as set forth in Section 6(b).

(h) Easement Work has the meaning as set forth in Section 6.

(i) Easements have the meaning as set forth in Section 6(b).

(j) Governmental Requirements means all applicable rules, regulations, laws and/or ordinances of all governmental and quasi-governmental authorities having jurisdiction over the performance of the Easement Work and the real property described in this Easement Agreement.

(k) Maintenance has the meaning as set forth in Section 6(b).

(l) MPT Easements means, collectively, all easements granted herein in favor of the MPT Property and the MPT Property Owners.

(m) MPT Property Owners means any Person that is the owner of record fee simple title to the MPT Property, but only during and with respect to the period of such Person's ownership; provided, however, that if any such owner of record fee simple title to the MPT Property has leased or leases the MPT Property to another Person for a term of twenty (20) years or more (inclusive of any extension or renewal options) pursuant to a lease, which lease or a memorandum thereof is recorded in the Official Records, then until the expiration or termination of the term of such lease, "MPT Property Owners" shall also include the then-current lessee or tenant under such lease.

(n) Non-Defaulting Party has the meaning as set forth in Section 6(c).

(o) Official Records means the official real property records of Salt Lake County, Utah.

(p) Party means each of the MPT Property Owners and the BVCC Property Owners, respectively.

(q) Person or person means any one or more natural persons, corporations, partnerships (general or limited), limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

(r) Subdivision Plat means that certain plat entitled "Rocky Mountain Care Subdivision" which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009, as Entry No. 10685745 in Book 2009P of Plats at Page 58.

2. Easement and Agreements Burdening the MPT Property and Benefiting the BCVV Property.

MPT hereby makes, establishes, grants and conveys for the use and benefit of the BCVV Property and the BCVV Property Owners and creates, with the right to grant and transfer same appurtenant to the BCVV Property, the following easements:

(a) Cross Access Easement #1. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 2(a) and also as more particularly depicted on Schedule 1 solely for the

purpose of pedestrian and vehicular ingress and egress over and across the Cross Access Easement #1 for the benefit of the BCVV Property. The BCVV Property Owners may permit the Additional BCVV Users to use and enjoy Cross Access Easement #1 and the easement rights granted and declared herein for the use and purposes permitted herein.

(b) Cross Access Easement #2. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 2(b) and also as more particularly depicted on Schedule 1 solely for the purpose of pedestrian and vehicular ingress and egress over and across Cross Access Easement #2 for the benefit of the BCVV Property. The BCVV Property Owners may permit the Additional BCVV Users to use and enjoy Cross Access Easement #2 and the easement rights granted and declared herein for the use and purposes permitted herein.

(c) Cross Access Easement #3. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 2(c) and also as more particularly depicted on Schedule 1 solely for the purpose of pedestrian and vehicular ingress and egress over and across Cross Access Easement #3 for the benefit of the BCVV Property. The BCVV Property Owners may permit the Additional BCVV Users to use and enjoy Cross Access Easement #3 and the easement rights granted and declared herein for the use and purposes permitted herein.

(d) 15' Storm Drain Easement. A permanent, perpetual, non-exclusive easement on, over, under, along and across, that portion of the MPT Property more particularly described on Exhibit 2(d) and also as more particularly depicted on Schedule 1 solely for the purpose of constructing, installing, operating, maintaining, repairing and restoring storm drainage lines and related equipment and facilities for the purpose of providing storm drainage for the BCVV Property.

(e) Detention Pond Easement. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 2(e) and also as more particularly depicted on Schedule 1 solely for the purpose of allowing storm drainage and storm water and other water run-off from the BCVV Property to run into and be detained, retained and otherwise held in the detention pond within the Detention Pond Easement areas.

3. Easement and Agreements Burdening the MPT Property and Benefiting the MPT Property.

MPT hereby makes, establishes, grants and conveys for the use and benefit of the MPT Property and the MPT Property Owners and creates, with the right to grant and transfer same appurtenant to the MPT Property the following easements:

(a) Cross Access Easement #1. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 3(a) and also as more particularly depicted on Schedule 1 solely for the

purpose of pedestrian and vehicular ingress and egress over and across the Cross Access Easement #1 for the benefit of the MPT Property. The MPT Property Owners may permit the Additional MPT Users to use and enjoy Cross Access Easement #1 and the easement rights granted and declared herein for the use and purposes permitted herein.

(b) Cross Access Easement #2. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 3(b) and also as more particularly depicted on Schedule 1 solely for the purpose of pedestrian and vehicular ingress and egress over and across Cross Access Easement #1 for the benefit of the MPT Property. The MPT Property Owners may permit the Additional MPT Users to use and enjoy Cross Access Easement #2 and the easement rights granted and declared herein for the use and purposes permitted herein.

(c) Cross Access Easement #3. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 3(c) and also as more particularly depicted on Schedule 1 solely for the purpose of pedestrian and vehicular ingress and egress over and across Cross Access Easement #3 for the benefit of the MPT Property. The MPT Property Owners may permit the Additional MPT Users to use and enjoy Cross Access Easement #3 and the easement rights granted and declared herein for the use and purposes permitted herein.

(d) 15' Storm Drain Easement. A permanent, perpetual, non-exclusive easement on, over, under, along and across, that portion of the MPT Property more particularly described on Exhibit 3(d) and also as more particularly depicted on Schedule 1 solely for the purpose of constructing, installing, operating, maintaining, repairing and restoring storm drainage lines and related equipment and facilities for the purpose of providing storm drainage, surface water drainage, retention, detention and discharge for the MPT Property.

(e) Detention Pond Easement. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the MPT Property more particularly described on Exhibit 3(e) and also as more particularly depicted on Schedule 1 solely for the purpose of allowing storm drainage and storm water and other water run-off from the MPT Property to run into and be detained, retained and otherwise held in the detention pond within the Detention Pond Easement areas.

4. Easements and Agreements Burdening the BCVV Property and Benefiting the MPT Property.

BCVV hereby makes, establishes, grants and conveys for the use and benefit of the MPT Property and the MPT Property Owners and creates, with the right to grant and transfer same appurtenant to the MPT Property the following easements:

(a) Cross Access Easement #2. A permanent, perpetual, non-exclusive easement on, over, along and across (but not under) that portion of the BCVV Property more particularly

described on Exhibit 4(a) and also as more particularly depicted on Schedule 1 solely for the purpose of pedestrian and vehicular ingress and egress over and across Cross Access Easement #2 for the benefit of the MPT Property. The MPT Property Owners may permit the Additional MPT Users to use and enjoy Cross Access Easement #2 and the easement rights granted and declared herein for the use and purposes permitted herein.

(b) 15' Storm Drain Easement. A permanent, perpetual, non-exclusive easement on, over, under, along and across, that portion of the BCVV Property more particularly described on Exhibit 4(b) and also as more particularly depicted on Schedule 1 solely for the purpose of constructing, installing, operating, maintaining, repairing and restoring storm drainage lines and related equipment and facilities for the purpose of providing storm drainage, surface water drainage, retention, detention and discharge for the MPT Property.

(c) 10' Electrical Line Easement. A permanent, perpetual, exclusive easement on, over, under, along and across, that portion of the BCVV Property more particularly described on Exhibit 4(c) and also as more particularly depicted on Schedule 1 for the purpose of constructing, installing, operating, maintaining, repairing and restoring electrical utility lines and related equipment and facilities ("Electrical Lines") for the purpose of providing electrical utilities to the MPT Property. The MPT Property Owners may permit the Additional MPT Users and electrical utility providers (public and private) to use and enjoy the 10' Electrical Line Easement and the easement rights granted and declared herein for the use and purposes permitted herein.

Notwithstanding anything to the contrary contained above, all electrical lines shall be underground except for ground mounted transformers, or as may be necessary during construction, reconstruction, repair or temporary service, or as may be required by Governmental Requirements or the provider of such utility service.

(d) 10' Fire/Water Line Easement. A permanent, perpetual, exclusive easement on, over, under, along and across that portion of the BCVV Property more particularly described on Exhibit 4(d) and also as more particularly depicted on Schedule 1 for the purpose of constructing, installing, operating, maintaining, repairing and restoring water lines and related equipment and facilities ("Water Lines") for the purpose of providing water to the MPT Property. The MPT Property Owners may permit the Additional MPT Users and utility providers (public and private) to use and enjoy the 10' Fire/Water Line Easement and the easement rights granted and declared herein for the use and purposes permitted herein.

(e) 30' Storm Drain Pipe & Communication Line Easement. A permanent, perpetual, exclusive easement on, over, under, along and across that portion of the BCVV Property more particularly described on Exhibit 4(e) and also as more particularly depicted on Schedule 1 for the purpose of constructing, installing, operating, maintaining, repairing and restoring (i) storm drainage lines and related equipment and facilities for the purpose of providing storm drainage, surface water drainage, retention, detention and discharge for the MPT Property, and (ii) communication lines and related equipment and facilities for the purpose of providing communication utilities to the MPT Property. The MPT Property Owners may permit the Additional

MPT Users and utility providers (public and private) to use and enjoy the 30' Storm Drain Pipe & Communication Easement and the easement rights granted and declared herein for the use and purposes permitted herein.

(f) **10' Storm Drain Easement.** A permanent, perpetual, non-exclusive easement on, over, under, along and across, that portion of the BCVV Property more particularly described on Exhibit 4(f) and also as more particularly depicted on Schedule 1 solely for the purpose of constructing, installing, operating, maintaining, repairing and restoring storm drainage lines and related equipment and facilities for the purpose of providing storm drainage, surface water drainage, retention, detention and discharge for the MPT Property.

5. Affirmation of Easements Set Forth on Subdivision Plat.

MPT and BCVV hereby affirm the establishment by the Subdivision Plat of the easements granted herein and covenant and agree that even though the terms, provisions and conditions set forth herein are not included in or on the Subdivision Plat, all easements set forth on the Subdivision Plat are and shall be subject to the terms, provisions and conditions set forth herein.

6. Construction, Maintenance, Self-Help.

(a) **Construction.** Notwithstanding anything to the contrary contained in this Easement Agreement, BCVV and its successors and assigns, including, without limitation, RMC (who, by its execution of the Consent attached hereto agrees to accept and perform the Easement Work (as hereinafter defined) and all of the obligations, responsibilities and liabilities set forth herein), shall perform (and pay all costs and expenses of) the construction of all MPT Easements, the BCVV Easements and all easement areas in compliance with all Governmental Requirements (the "Easement Work"). The Easement Work shall be performed in accordance with plans and specifications for the Easement Work (the "Easement Plans") to be prepared at the sole cost and expense of BCVV or RMC by a licensed engineer reasonably acceptable to MPT. The Easement Plans shall take into account the overlap of any easement areas and such overlapping areas shall be designed in such a manner so as to minimize damage to the respective Easements and facilities located in such overlapping easement areas. The Easement Plans shall be subject to MPT's prior written approval, which shall not be unreasonably withheld. If MPT shall object to any portion of the Easement Plans, BCVV and/or RMC shall cooperate with MPT in making MPT requested changes to the Easement Plans. No portion of the Easement Work shall be commenced unless and until MPT shall have provided written approval of the Easement Plans for such portion of the Easement Work and in a manner acceptable to MPT. If no written response of approval or disapproval is provided by MPT within twenty (20) days after a written request for approval has been received by MPT, then MPT shall be deemed to have approved. The approval of the Easement Plans (including any portion thereof) by MPT shall not constitute assumption of responsibility for accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Easement Plans comply with all Governmental Requirements. Each portion of the Easement Work shall be commenced within five (5) days after written approval by MPT of the

portion of the Easement Plans relating to such portion of the Easement Work or within the time frame for construction specified by BCVV in the approval request, and such Easement Work shall be diligently prosecuted to completion. Prior to the commencement of the Easement Work on any portion of the MPT Property, BCVV shall obtain at BCVV's sole cost and expense and deliver to MPT certificates or policies of insurance in amounts and types of coverages that MPT may deem necessary and such insurance coverages shall remain in full force and effect.

(b) **Maintenance.** After the Easement Work has been completed to the satisfaction of MPT, the BCVV Property Owners and the MPT Property Owners shall operate, maintain, repair and replace (collectively "Maintenance") the respective MPT Easements or BCVV Easements (collectively, the "Easements") and the associated easement areas located on their respective properties in working order, in a good condition and in a good state of repair. Notwithstanding the foregoing, the costs and expenses for the maintenance, operation, repair and replacement (collectively the "Detention Pond Maintenance") of the detention pond located in the Detention Pond Easement and the Detention Pond Easements shall be shared equally by the MPT Property Owners and the BCVV Property Owners. Such costs and expenses for the Maintenance and the Detention Pond Maintenance for the detention pond located in the Detention Pond Easement and the Detention Pond Easements shall be paid to the Maintenance performing party or the Detention Pond Maintenance performing party within ten (10) business days of the receipt of written request therefor (which request shall contain invoices and other reasonable supporting documentation evidencing the amount payable).

(c) **Self-Help.** To the extent any Party fails to timely perform its obligations hereunder (the "Defaulting Party"), the other Party hereunder (the "Non-Defaulting Party") shall have the right following the expiration of the applicable cure period (as provided in Section 9), if any, but not the obligation, to cure such default by the payment of money or the performance of some other action for the account of and at the expense of the Defaulting Party; provided, however, that in the event such failure to timely perform shall constitute an emergency condition, the Non-Defaulting Party, acting in good faith, shall have the right to cure such default upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as possible thereafter. To effectuate any such cure, the Non-Defaulting Party shall have the right to enter upon the property of the Defaulting Party to perform any necessary work or furnish any necessary materials or services to cure the default of the Defaulting Party. In the event any Non-Defaulting Party shall cure a default, the Defaulting Party shall reimburse the Non-Defaulting Party, within thirty (30) days after receipt of written demand accompanied by underlying invoices and other satisfactory evidences of the cost, for all costs and expenses incurred in connection with such curative action, plus interest at eight percent (8%) per annum from the date that demand for payment is made until paid. Any such demand shall contain together with reasonable documentation supporting the expenditures made. In the event the Defaulting Party does not reimburse the Non-Defaulting Party as set forth above, in addition to any other remedy available, the Non-Defaulting Party shall have the right to offset such amount owed against any current or future sum of money due the Defaulting Party until the full amount owed is recovered.

(d) **Cure.** The right to cure the default of another Party shall not be deemed to:

- (i) Impose any obligation on a Non-Defaulting Party to do so;
- (ii) Render the Non-Defaulting Party liable to the Defaulting Party or any third party for an election not to do so;
- (iii) Relieve the Defaulting Party from any performance obligation hereunder; or
- (iv) Relieve the Defaulting Party from any indemnity obligation hereunder.

(e) **Lien.** The cost and expense incurred to cure a default, and any interest accruing with respect to a default, shall constitute a continuing lien against the Defaulting Party's property. Such lien shall attach and take effect only upon recordation of a claim of lien in the Official Records (or such other public records of Salt Lake County, Utah, as is required or appropriate for recording such lien claim) by the Party making such claim. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, in compliance with the notice requirements as set forth in this Easement Agreement. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby (plus interest as provided above) and may be enforced in any judicial proceedings allowed by law, including without limitation, a suit in the nature of a suit to foreclose a mortgage/deed of trust or mechanic's lien under the applicable provisions of the law of the State of Utah. The subject lien right is and shall always be subordinate to the lien and claim of any construction or term/permanent first mortgage lender on either the BCVV Property or the MPT Property.

7. **Indemnification.**

(a) **Indemnification by BCVV Property Owners.** The BCVV Property Owners shall indemnify and save the MPT Property Owners harmless from and against any and all losses, costs, damages, expenses (including reasonable attorneys' fees), liabilities, demands and causes of action and any expenses (including reasonable attorneys' fees) incidental to the defense thereof incurred by the MPT Property Owners resulting from any injury or death of persons or damage to property arising out of or in connection with the use of the Easements or the easement areas which are located on the MPT Property which are the result of the actions or omissions of the BCVV Property Owners and/or the Additional BCVV Users, their employees, guests, tenants, subtenants or invitees.

(b) **Indemnification by MPT Property Owners.** The MPT Property Owners shall indemnify and save the BCVV Property Owners harmless from and against any and all losses, costs, damages, expenses (including reasonable attorneys' fees), liabilities, demands and causes of action and any expenses (including reasonable attorneys' fees) incidental to the defense thereof incurred by the BCVV Property Owners resulting from any injury or death of persons or damage to property arising out of or in connection with the use of the Easements or the easement areas which are located on the BCVV Property and which are the result of the actions or omissions of the MPT Property Owners and/or the Additional MPT Users, their employees, guests, tenants, subtenants or invitees.

8. **Insurance.** Each Party (as to the Easement(s) granted to it hereunder) shall maintain in full force and effect at least the minimum insurance coverages as set forth below:

(a) **General Liability.** Commercial General Liability Insurance with a combined single limit of liability of Two Million Dollars (\$2,000,000.00) for bodily injury, personal injury and property damage, arising out of any one occurrence. Each other Party shall be an additional insured and loss payee under such policy as it applies to the insuring Party's Easements and Easement Areas. The insurance provided herein shall be considered "primary" insurance, and all limits of such policy shall be exhausted before insurance of another Party is considered.

(b) **Workers' Compensation and Employer's Liability.** Worker's compensation insurance as required by any applicable law or regulation. Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(c) **Automobile Liability.** Automobile Liability Insurance for owned, hired and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

(d) **General Requirements.** Each Party shall provide to the other Parties, a certificate of insurance and policies of insurance evidencing that the insurance required to be carried by such Party is in full force and effect. All certificates of insurance and insurance policies required under this Easement Agreement that are required to include another Party as an "additional insured" shall provide for the following:

- (i) the policy shall not be canceled or reduced in amount or coverage below the requirements of this Easement Agreement, nor shall such policy be allowed to expire without at least thirty (30) days prior written notice by the insurer to each insured and to each additional insured;
- (ii) the certificate and policy shall provide for severability of interests;
- (iii) the certificate and policy shall provide that an act or omission of one (1) of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds (including additional insureds); and
- (iv) the certificate and policy shall provide for contractual liability coverage with respect to any indemnity obligation set forth in this Easement Agreement.

9. **Notice of Default.** No owner of any property described herein shall be in default under this Easement Agreement unless such party has received written notice specifying the nature of such Party's default and has failed to cure such default (a) within five (5) business days of receipt of such notice for any monetary default hereunder, and (b) within fifteen (15) business days from receipt of such notice for any other default hereunder, or such reasonably longer period of time for any such non-monetary default provided that such Party commences such cure within said fifteen (15) business days period and diligently pursues such cure to completion; provided further, that any such non-monetary cure shall be completed no later than ninety (90) days after receipt of notice of default.

10. **No Termination.** No breach of this Easement Agreement shall entitle the owner of any property described herein to cancel, rescind or otherwise terminate this Easement Agreement. The foregoing limitation will not affect, in any manner, any other right or remedy which any owner of any property described herein may have by reason of any breach of this Easement Agreement.

11. **Amendment.** This Easement Agreement or any provisions hereof, or any covenant and condition contained herein, may be terminated, extended, modified or amended, but only by a written instrument duly executed by the BCVV Property Owners and the MPT Property Owners. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the BCVV Property Owners and the MPT Property Owners and recorded in the Official Records. No consent of anyone other than the BCVV Property Owners and the MPT Property Owners shall be required to terminate, extend, modify or amend this Easement Agreement, such consent to be in the absolute and sole discretion of the Party from whom such consent is sought.

12. **Severability.** If any term or provision of this Easement Agreement, 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 Easement Agreement, 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 Easement Agreement shall be valid and enforceable to the fullest extent permitted by law.

13. **Governing Law; Legal Requirements.** This Easement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

14. **Notices.** All notices, statements, demands, approvals and other communications given pursuant to this Easement Agreement will be in writing and will be delivered in person or by certified or registered mail, postage prepaid, or delivered by a nationally recognized overnight delivery service, to the addresses maintained by the Parties on file with the Office of the County Assessor relating to the BCVV Property and the MPT Property until such addresses are changed by written notice. Any notice delivered hereunder shall be deemed received (a) upon delivery, if hand delivered, (b) upon the date evidenced on the return receipt, if sent by mail, and (c) upon the date of written confirmation of delivery by the delivery service, if sent by delivery service.

15. **Release.** If any BCVV Property Owner sells, transfers or otherwise conveys the BCVV Property, or any part thereof, or any MPT Property Owner sells, transfers or otherwise

conveys the MPT Property, or any part thereof, such BCVV Property Owner or MPT Property Owner, as applicable, shall, as respects the property so conveyed, be released and discharged from all obligations, and all liabilities arising out of such obligations, under this Easement Agreement from and after the date of receipt of written notice of such transfer from the transferring party. Notwithstanding the foregoing, the obligations of this Easement Agreement from and after the date of such transfer shall be binding on such transferee. The transferring party shall remain liable for any of its liabilities and obligations hereunder which accrued prior to the date of such transfer. Notwithstanding anything contained herein to the contrary, BCVV covenants and agrees that even though the BCVV/RMC transfer will be made immediately after the recordation of this Easement Agreement and RMC will become a "BCVV Property Owner" as that term is defined herein, BCVV shall not be released from its obligations hereunder.

16. **Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any part of the BCVV Property or the MPT Property to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the parties that the Easements shall be strictly limited to and for the purposes herein expressed. All or a part of the access easements may be closed temporarily from time to time to such extent as may be legally necessary in the reasonable opinion of the BCVV Property Owners or the MPT Property Owners, respectively as applicable, to prevent a dedication thereof or the accrual of rights of any person or of the general public therein; provided, however, that the closing Party shall provide at least thirty (30) days prior written notice of such intended closure to the other Parties and such closure shall not unreasonably interfere with the business operations in or on the MPT Property and the BCVV Property, respectively.

17. **Authorized Execution.** Each of the undersigned parties hereto hereby represents and warrants to the other undersigned party that (a) each such party is duly authorized to execute, enter into and deliver this Easement Agreement as a legally valid and binding agreement of such party, and (b) the individual executing this Easement Agreement on behalf of such party is duly authorized to execute and deliver this Easement Agreement on behalf of such party and no consent or other approval is required for the execution and delivery of this Easement Agreement by such party.

18. **Time.** Time is of the essence of this Easement Agreement.

19. **Remedies.** Unless otherwise expressly limited herein, the parties to this Easement Agreement shall be entitled to all rights and remedies available at law and in equity in order to enforce this Easement Agreement.

20. **Binding Effect; Enforcement.** The terms of this Easement Agreement and all Easements granted hereunder shall constitute covenants running with the land and shall bind and touch and concern the respective properties, as described herein, and inure to the benefit of and be binding upon the BCVV Property Owners and the MPT Property Owners, respectively.

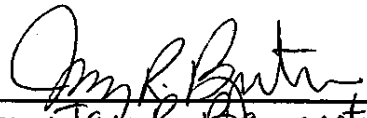
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[Signatures appear on following pages]

**SIGNATURE PAGE
FOR
EASEMENT MAINTENANCE AND USE AGREEMENT
BY AND BETWEEN
BCVV, INC. AND MPT OF WEST VALLEY CITY, LLC**

IN WITNESS WHEREOF, this Easement Agreement is entered into effective as of this 22 day of February, 2010.

B.C.V.V., INC., a Utah non-profit corporation

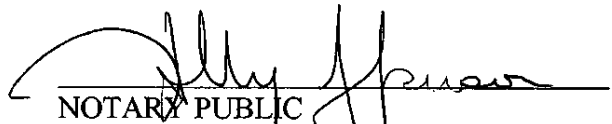
By: 
Name: Jay R. Bangert
Its: VICE PRESIDENT

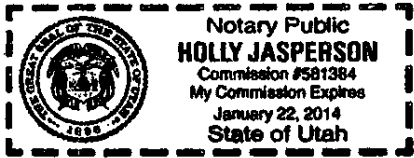
STATE OF UTAH
COUNTY OF SALT LAKE

On this 19 day of February, 2010, before me, the undersigned authority, HOLLY JASPERSON, a Notary Public of said State, duly commissioned and sworn, personally appeared JAY R. BANGERT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the VICE PRESIDENT of **B.C.V.V., INC.**, a Utah non-profit corporation and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

[AFFIX NOTARY SEAL]

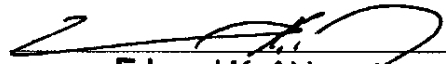

NOTARY PUBLIC
Printed Name: HOLLY JASPERSON
My Commission Expires: 01-22-2014



**SIGNATURE PAGE
FOR
EASEMENT MAINTENANCE AND USE AGREEMENT
BY AND BETWEEN
B.C.V.V., INC. AND MPT OF WEST VALLEY CITY, LLC**

MPT OF WEST VALLEY CITY, LLC

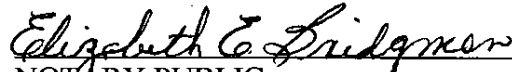
BY: MPT OPERATING PARTNERSHIP, L.P.
ITS: SOLE MEMBER

By: 
Its: Edward K. Aldag, Jr.
Chairman, President & CEO

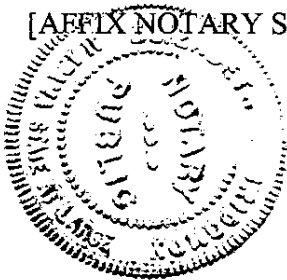
STATE OF ALABAMA
JEFFERSON COUNTY

On this 22 day of February, 2010, before me personally appeared Edward K. Aldag, Jr., who acknowledged himself to be the Chairman, President & CEO of MPT Operating Partnership, L.P., a Delaware limited partnership, the sole member of **MPT OF WEST VALLEY CITY, LLC**, a Delaware limited liability company, and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing as such officer on behalf of and as the act and deed of said limited partnership, as the sole member of said limited liability company.

Given under my hand and official seal this the 22 day of February, 2010.


NOTARY PUBLIC
Printed Name: Elizabeth E. Bridgman
My Commission Expires: _____

[AFFIX NOTARY SEAL]



NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Jan 27, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

**CONSENT OF LESSEE
FOR
EASEMENT MAINTENANCE AND USE AGREEMENT
BY AND BETWEEN
BCVV, INC. AND MPT OF WEST VALLEY CITY, LLC**

The undersigned, having a leasehold interest in the Hospital Property as evidenced by a Memorandum of Lease recorded on May 16, 1996 as Entry No. 6359107 in Book 7401, Page 1352 of the Official Records, as amended by an Amendment to Lease and Memorandum of Lease recorded on November 4, 1996 as Entry No. 6497880 in Book 7528, Page 725 of the Official Records, as further amended by a Second Amendment to Memorandum of Lease recorded on August 2, 2002 as Entry No. 8311081 in Book 8628, Page 3567 of the Official Records, as further amended by a Third Amendment to Memorandum of Lease recorded on 02/22/2010 ²⁰¹⁰ as Entry No. 16901698 in Book 9805, Page 4809 of the Official Records, hereby acknowledges and consents to this Easement Agreement.

JORDAN VALLEY MEDICAL CENTER, LP,
a Delaware limited partnership

BY: IASIS HEALTHCARE HOLDINGS, INC.
ITS: GENERAL PARTNER

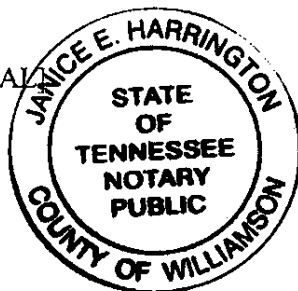
By: *William A. Stokes*
Name: William A. Stokes
Its: Vice President

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that *William A. Stokes*, whose name as *Vice President* of IASIS HEALTHCARE HOLDINGS, INC., a Delaware corporation, the general partner of **JORDAN VALLEY MEDICAL CENTER, LP**, a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me that, being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation, as the general partner of said limited partnership, on the date the same bears date.

Given under my hand this the 19 day of February, 2010

[AFFIX NOTARY SEAL]



Janice E. Harrington
NOTARY PUBLIC

Printed Name: JANICE E. HARRINGTON
My Commission Expires: 01-29-2013

**CONSENT AND AGREEMENT
FOR
EASEMENT MAINTENANCE AND USE AGREEMENT
BY AND BETWEEN
BCVV, INC. AND MPT OF WEST VALLEY CITY, LLC**

RMC Property Holdings, LLC, a Utah limited liability company, by its execution of this Consent and Agreement, consents to and agrees that it shall be responsible for all obligations, liabilities and indemnifications set forth herein in favor of the MPT Property Owners (as such term is defined in the Easement Maintenance and Use Agreement to which this Consent and Agreement is attached) ("Easement Agreement"), all such obligations shall run with the land and be binding upon RMC and inure to the benefit of the MPT Property and the MPT Property Owner and its successors and assigns and all those claiming by, through or under each such owner or its or his/her heirs, successors and assigns, and that RMC shall be subject to all of the liabilities and obligations set forth in the Easement Agreement.

Executed this 22 day of February, 2010.

RMC PROPERTY HOLDINGS, L.L.C.,
a Utah limited liability company

By: Rocky Mountain Care Holladay, Inc.

Its: Sole Member

By:

Name:

Its:

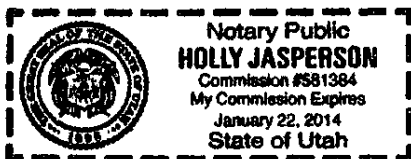
Jay R. Bangerter
Jay R. Bangerter
VICE PRESIDENT

STATE OF UTAH
COUNTY OF SALT LAKE

On this 19 day of February, 2010, before me, the undersigned authority, HOLLY JASPERSON Notary Public of said State, duly commissioned and sworn, personally appeared JAY R BANGERTER personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument as the VICE PRESIDENT of Rocky Mountain Care Holladay, Inc., a Utah corporation, the Sole Member of **RMC PROPERTY HOLDINGS, L.L.C.**, a Utah limited liability company and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the day and year in this certificate first above written.

[AFFIX NOTARY SEAL]



Holly Jasperson
NOTARY PUBLIC
Printed Name: Holly Jasperson
My Commission Expires: 01-22-2014

SCHEDULE 1

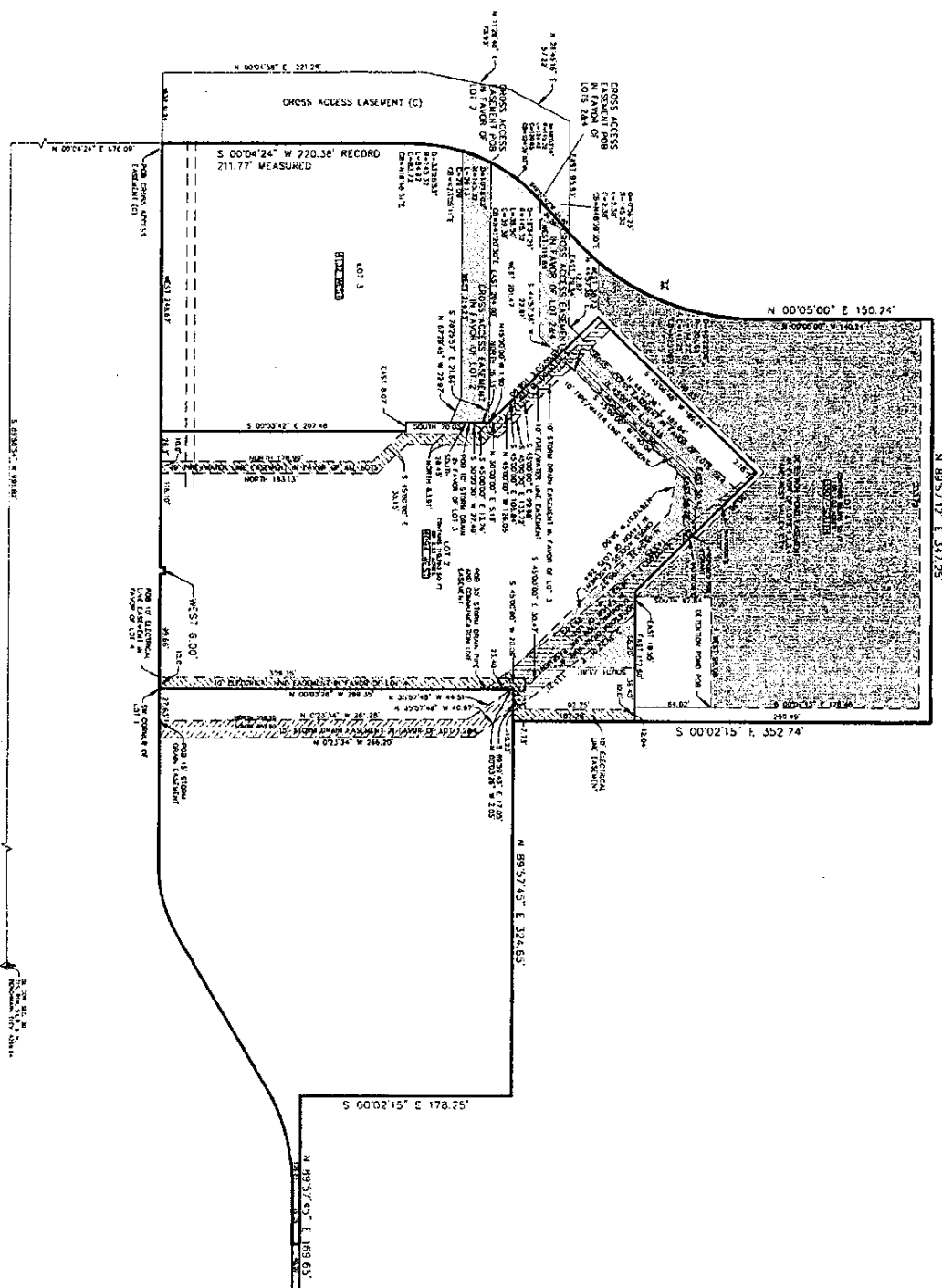


Exhibit A

Certain real property located in the State of Utah, County of Salt Lake, and more specifically described as follows:

Lot 2 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58,

15-30-478-037

Exhibit B

Parcel 1:

Lot 3 of that certain Plat entitled "Rocky Mountain Care Subdivision" which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009, as Entry No. 10685745 in Book 2009P of Plats at Page 58.

15-30-478-036

Parcel 2:

One Half of vacated 4155 West Street more particularly described as follows:

Beginning at a point where the centerline of 4155 West Street intersects the North line of 3390 South Pioneer Parkway extended West, said point being South 89°56'54" West 1023.80 feet and North 0°04'24" East 676.02 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°04'24" East 220.42 feet to a point of a 175.321 foot radius curve to the right; thence northeasterly along the arc of said curve 74.75 feet; thence East 39.96 feet to a point of a 145.32 foot radius curve to the Left; thence southwesterly along the arc of said curve 86.11 feet; thence South 0°04'24" West 211.77(M) 220.38(R) feet; thence West 30.87 feet to the point of beginning.

15-30-478-034

Parcel 3:

One foot gap located within Lot 4 (south of Lot 4) and to the north of Lot 3 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58, said gap being more particularly described as follows:

Beginning at a point South 89°56'57" West 694.48 feet, and North 00°03'03" West 675.81 feet, and North 00°04'58" West 291.91, and West 70.96 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 201.47 feet; thence Northerly 1.19 feet along the arc of a curve to the right having a radius of 145.32 feet (Note: chord to said curve bears North 33°47'22" East 1.19 feet); thence East 199.82 feet; thence South 45°00'00" East 1.40 feet to the point of beginning.

15-30-478-035 (Portion)

Parcel 4:

Lot 1 of that certain Plat entitled "Rocky Mountain Care Subdivision" which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009, as Entry No. 10685745 in Book 2009P of Plats at Page 58.

15-30-478-038

Parcel 5:

Lot 4 of that certain Plat entitled "Rocky Mountain Care Subdivision" which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009, as Entry No. 10685745 in Book 2009P of Plats at Page 58.

15-30-478-035

Exhibit 2(a)

Cross Access Easement #1

Beginning at a point that is East 15.16 feet, and North 277.95 feet from the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence East 204.00 feet; thence South $78^{\circ}25'57''$ East 21.66 feet; thence South 28.45 feet; thence North $67^{\circ}29'45''$ West 22.97 feet; thence West 214.23 feet to a point on a 145.32 foot radius curve to the right; and thence Northeasterly 26.13 feet along said curve and through a central angle of $10^{\circ}18'03''$ (Chord bears North $23^{\circ}05'11''$ East 26.09 feet) to the point of beginning.

15-30-478-036(Plat)

Exhibit 2(b)

Cross Access Easement #2

Beginning at a point East 49.02 feet, and North 319.90 feet from the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence Northerly 2.38 feet along the arc of a curve to the right having a radius of 145.32 ft. (Note: Chord to said curve bears N. 48°39'30" E. a distance of 2.38 ft.); thence North 49°07'42" East 34.28 feet; thence East 79.34 feet; thence North 44°57'38" East 202.71 feet; thence South 45°00'00" East 121.27 feet; thence East 66.20 feet; thence South 73.81 feet; thence South 45°00'00" East 30.47 feet; thence South 45°00'00" West 20.00 feet; thence North 45°34'32" West 196.52 feet; thence North 79°10'51" West 36.50 feet; thence South 44°57'38" West 164.79 feet; thence West 116.69 feet to the West line of Lot 4, and the point of beginning.

15-30-478-035 (Ptn) and 15-30-478-037 (Ptn)

Exhibit 2(c)

Cross Access Easement #3

Beginning at the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58, said point being South 89°56'54" West 991.82 feet and North 0°04'24" East 676.09 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 61.24 feet to the west line vacated road; thence North 00°04'58" East along said west line 221.29 feet; thence North 11°28'48" East 73.93 feet; thence North 28°45'16" East 57.22 feet; thence East 95.83 feet to the West line of said Rocky Mountain Care Subdivision, and following said subdivisions west line the following three (3) calls; (1) thence South 49°07'42" West 34.40 feet; (2) thence Southwesterly 124.42 feet along an arc of a curve to the left having a radius of 145.32 feet (Note: Chord to said curve bears S 24°36'03" West a distance of 120.65); (3) thence South 00°04'24" West 211.77 feet to the point of beginning.

15-30-478-034

Exhibit 2(d)

15' Storm Drain Easement

Beginning at a point East 27.63 feet from the Southwest Corner of Lot 1, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 00°23'34'' West 261.28 feet; thence North 35°57'48'' West 44.51 feet; thence North 00°03'26'' West 2.05 feet; thence South 89°59'43'' East 17.05 feet; thence South 35°57'48'' East 40.97 feet; thence South 00°23'34'' East 266.20 feet; and thence West 15.00 feet to the point of beginning.

15-30-478-037

Exhibit 2(e)

Detention Pond Easement

Beginning at a point West 12.04 feet, and North 64.02 feet from the Southeast Corner of Lot 4, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence West, a distance of 96.08 feet; thence South, a distance of 62.84 feet; thence North 45°00'00" West, a distance of 150.58 feet; thence South 45°06'48" West, a distance of 198.85 feet; thence West, a distance of 38.73 feet to the point on a curve; thence Northeasterly along the arc of said curve to the left, having a Radius of 204.69 feet, through a Central Angle of 40°22'06", a distance of 144.22 feet, the Chord of which bears North 20°06'03" East, a distance of 141.25 feet; thence North 00°05'00" West, a distance of 140.24 feet; thence North 89°57'12" East, a distance of 333.72 feet; and thence South 00°02'15" East, a distance of 176.46 feet to the Point of Beginning.

15-30-478-035

Exhibit 3(a)

Cross Access Easement #1

Beginning at a point that is East 15.16 feet, and North 277.95 feet from the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence East 204.00 feet; thence South $78^{\circ}25'57''$ East 21.66 feet; thence South 28.45 feet; thence North $67^{\circ}29'45''$ West 22.97 feet; thence West 214.23 feet to a point on a 145.32 foot radius curve to the right; and thence Northeasterly 26.13 feet along said curve and through a central angle of $10^{\circ}18'03''$ (Chord bears North $23^{\circ}05'11''$ East 26.09 feet) to the point of beginning.

15-30-478-030

Exhibit 3(b)

Cross Access Easement #2

Beginning at a point East 49.02 feet, and North 319.90 feet from the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence Northerly 2.38 feet along the arc of a curve to the right having a radius of 145.32 ft. (Note: Chord to said curve bears N. 48°39'30" E. a distance of 2.38 ft.); thence North 49°07'42" East 34.28 feet; thence East 79.34 feet; thence North 44°57'38" East 202.71 feet; thence South 45°00'00" East 121.27 feet; thence East 66.20 feet; thence South 73.81 feet; thence South 45°00'00" East 30.47 feet; thence South 45°00'00" West 20.00 feet; thence North 45°34'32" West 196.52 feet; thence North 79°10'51" West 36.50 feet; thence South 44°57'38" West 164.79 feet; thence West 116.69 feet to the West line of Lot 4, and the point of beginning.

15-30-478-035 and 15-30-478-037

Exhibit 3(c)

Cross Access Easement #3

Beginning at the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58, said point being South 89°56'54" West 991.82 feet and North 0°04'24" East 676.09 feet from the Southeast Corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 61.24 feet to the west line vacated road; thence North 00°04'58" East along said west line 221.29 feet; thence North 11°28'48" East 73.93 feet; thence North 28°45'16" East 57.22 feet; thence East 95.83 feet to the West line of said Rocky Mountain Care Subdivision, and following said subdivisions west line the following three (3) calls; (1) thence South 49°07'42" West 34.40 feet; (2) thence Southwesterly 124.42 feet along an arc of a curve to the left having a radius of 145.32 feet (Note: Chord to said curve bears S 24°36'03" West a distance of 120.65); (3) thence South 00°04'24" West 211.77 feet to the point of beginning.

15-30-478-034

Exhibit 3(d)

15' Storm Drain Easement

Beginning at a point East 27.63 feet from the Southwest Corner of Lot 1, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 00°23'34'' West 261.28 feet; thence North 35°57'48'' West 44.51 feet; thence North 00°03'26'' West 2.05 feet; thence South 89°59'43'' East 17.05 feet; thence South 35°57'48'' East 40.97 feet; thence South 00°23'34'' East 266.20 feet; and thence West 15.00 feet to the point of beginning.

15-30-478-037

Exhibit 3(e)

Detention Pond Easement

Beginning at a point West 12.04 feet, and North 64.02 feet from the Southeast Corner of Lot 4, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence West, a distance of 96.08 feet; thence South, a distance of 62.84 feet; thence North 45°00'00" West, a distance of 150.58 feet; thence South 45°06'48" West, a distance of 198.85 feet; thence West, a distance of 38.73 feet to the point on a curve; thence Northeasterly along the arc of said curve to the left, having a Radius of 204.69 feet, through a Central Angle of 40°22'06", a distance of 144.22 feet, the Chord of which bears North 20°06'03" East, a distance of 141.25 feet; thence North 00°05'00" West, a distance of 140.24 feet; thence North 89°57'12" East, a distance of 333.72 feet; and thence South 00°02'15" East, a distance of 176.46 feet to the Point of Beginning.

15-30-478-035

Exhibit 4(a)

Cross Access Easement #2

Beginning at a point East 49.02 feet, and North 319.90 feet from the Southwest Corner of Lot 3, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence Northerly 2.38 feet along the arc of a curve to the right having a radius of 145.32 ft. (Note: Chord to said curve bears N. 48°39'30" E. a distance of 2.38 ft.); thence North 49°07'42" East 34.28 feet; thence East 79.34 feet; thence North 44°57'38" East 202.71 feet; thence South 45°00'00" East 121.27 feet; thence East 66.20 feet; thence South 73.81 feet; thence South 45°00'00" East 30.47 feet; thence South 45°00'00" West 20.00 feet; thence North 45°34'32" West 196.52 feet; thence North 79°10'51" West 36.50 feet; thence South 44°57'38" West 164.79 feet; thence West 116.69 feet to the West line of Lot 4, and the point of beginning.

15-30-478-035 and 15-30-478-037

Exhibit 4(b)

15' Storm Drain Easement

Beginning at a point East 27.63 feet from the Southwest Corner of Lot 1, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 00°23'34'' West 261.28 feet; thence North 35°57'48'' West 44.51 feet; thence North 00°03'26'' West 2.05 feet; thence South 89°59'43'' East 17.05 feet; thence South 35°57'48'' East 40.97 feet; thence South 00°23'34'' East 266.20 feet; and thence West 15.00 feet to the point of beginning.

15-30-478-038

Exhibit 4(c)

10' Electrical Line Easement

Beginning at a point West 10.00 feet from the Southwest Corner of Lot 1, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 00 ° 03'26" West 309.35 feet; thence South 89 °59'43" East 27.28 feet; thence North 00 °02'15" West 92.25 feet; thence East 10.00 feet; thence South 00 °02'15" East 102.25 feet; thence North 89'59"43" West 27.28 feet; thence South 00 °03'26" East 299.35 feet; and thence West 10.00 feet to the point of beginning.

15-30-478-037

Exhibit 4(d)

10' Fire/Water Line Easement

Beginning at a point East 26.30 feet from the Southwest Corner of Lot 2, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 178.99 feet; thence North 45°00'00" West 35.15 feet; thence North 63.91 feet; thence North 45 °00'00" West 105.84 feet; thence North 45 °00'00" East 154.18 feet; thence East 50.43 feet; thence South 45 °00'00" East 14.14 feet; thence West 56.29 feet; thence South 45 °00'00" West 140.04 feet; thence South 45 °00'00" East 99.98 feet; thence South 63.91 feet; thence South 45 °00'00" East 35.15 feet; thence South 183.13 feet; and thence West 10.00 feet to the point of beginning.

15-30-478-037

Exhibit 4(e)

30' Storm Drain Pipe & Communication Line Easement

Beginning at a point North 275.96 feet from the Southwest Corner of Lot 1, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 39°52'01'' West 293.65 feet; thence North 45°06'48'' East 2.18 feet; thence South 45°00'00'' East 143.25 feet; thence East 19.55 feet; thence South 39°52'01'' East 133.21 feet; thence North 89°59'43'' West 19.55 feet; and thence South 00°03'26'' East 23.40 feet to the point of beginning.

15-30-478-037

Exhibit 4(f)

10' Storm Drain Easement

Beginning at a point North 00°03'42'' West 207.46 feet, and West 8.07 feet, and North 53.70 feet from the Southwest Corner of Lot 2, of the Rocky Mountain Care Subdivision Plat as recorded in the office of the Salt Lake County Recorder on April 28, 2009 as Entry No. 10685745, in Book 2009P, at Page 58; and running thence North 16.33 feet; thence North 45°00'00'' West 1.90 feet; thence North 30°00'00'' East 5.18 feet; thence North 45°00'00'' West 126.05 feet; thence North 45°00'00'' East 10.00 feet; thence South 45°00'00'' East 133.72 feet; thence South 30°00'00'' West 27.49 feet to the point of beginning.

19-30-478-037