

15-30-477-003, 15-30-476-007
15-30-476-008, 15-30-478-035
15-30-476-006, 15-30-478-037
15-30-478-038, 15-30-478-040

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Gary W. Ott
Recorder, Salt Lake County, UT
SECURITY TITLE OF DAVIS CO INC
BY: eCASH, DEPUTY - EF 13 P.

DECLARATION OF RESTRICTIVE COVENANTS

(Jordan Valley Medical Center – West Valley Campus MOB Tract)

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the 22nd day of March, 2016, by **MPT OF WEST VALLEY CITY, LLC**, a Delaware limited liability company (together with its successors or assigns, "Owner" or "Declarant"), having its principal office at 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, under the following circumstances:

WITNESSETH:

A. Declarant is the present owner of approximately [18] acres of land on which Jordan Valley Medical Center, West Valley Campus is currently located, all as more particularly described on Exhibit A attached hereto and made a part hereof (the "Land").

B. Jordan Valley Medical Center, West Valley Campus, and any other hospital hereafter built and operated on the Hospital Tract (as hereinafter defined) are referred to herein as the "Hospital".

C. Owner and Jordan Valley Medical Center, L.P., a Delaware limited partnership ("JVMC"; JVMC and any future lessee or operator of the Hospital Tract (as hereafter defined) are referred to herein as the "Operator")), are parties to that certain Second Amended and Restated Pioneer Hospital Lease dated September 26, 2013 (the "Lease"), whereby Owner has leased the Land and Hospital to the Operator and pursuant to which the Operator leases and operates Land and the Hospital.

D. Operator desires to have a new medical office building constructed on a portion of the Land, and in connection therewith has requested Owner to release a portion of the Land from the Lease and sell it to a third party for construction of such medical office building.

E. In response to such request of Operator, Owner has contracted with West Salt Lake Real Estate Ventures, LLC (or a designee thereof) (together with its successors, assigns, leases, tenants, and licensees, "Purchaser"), to sell a portion of the Land consisting of a tract of land containing approximately 14,733 square feet, or .338 acres, as more particularly described on Exhibit B attached hereto (such land being hereinafter referred to as the "MOB Tract") for the purpose of developing a medical office building containing approximately 9,870 square feet of space, pursuant to an Agreement of Sale and Purchase dated effective as of January 8, 2016 by and between Owner and Purchaser (the "Contract").

F. As a condition to the purchase and sale of the MOB Tract under the Contract, Owner, for its own benefit and the benefit of Operator, requires that certain restrictions be placed upon the use of the MOB Tract, which restrictions are designed to protect the interests of Owner, Operator and of those who may hereafter acquire title to, or a leasehold interest in, the Land other than the MOB Tract (the Land exclusive of the MOB Tract is hereinafter referred to as the "Hospital Tract", as more particularly described on Exhibit C attached hereto and made a part hereof), and Owner desires to impose restrictions upon the MOB Tract in order to assure that the MOB Tract will be used in a manner that complements the operation of the Hospital and the Hospital Tract.

G. Purchaser has agreed in the Contract to purchase the MOB Tract subject to the restrictions, agreements, rights and obligations set forth in this Declaration and has acknowledged and agreed that this Declaration will be properly recorded in the office of the Salt Lake County Recorder prior to the recording of the deed to Purchaser.

NOW THEREFORE, in consideration of the premises, and the mutual benefits passing to and from Owner, the Operator, and those who may hereafter purchase or lease all or any portion of the Hospital Tract, and for the purpose of enhancing and protecting the value of the Hospital Tract, Declarant, as fee simple owner of the Hospital Tract and the MOB Tract declares that the MOB Tract shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Declaration, all to be covenants running with the land and binding upon Purchaser and upon all subsequent owners of the MOB Tract, in any capacity whatsoever.

1. Restrictive Uses and Activities.

(a) Purchaser contemplates constructing a medical office building (the "Building") on the MOB Tract. Owner has an interest in assuring that the Building shall complement the Hospital located on the Hospital Tract, including the landscaping and related improvements located thereon; therefore, Owner and Operator shall each have the right to reasonably approve the initial and final site plan and initial and final exterior design of the Building as designed by (or at the request of) the initial purchaser of the MOB tract under the Contract, which approval shall not be unreasonably withheld.

(b) The use of the MOB Tract shall be limited to the construction, maintenance and operation of the Building for the care and treatment of human beings. Specifically excluded from the foregoing permitted uses is any "Commercial Ancillary Facility" (as that term is hereinafter defined); provided, however, that the foregoing shall not restrict any physician-occupant of the Building from maintaining and performing ancillary services for his or her own patients excepting that no MRI and CT scanning shall be permitted at any time. "Commercial Ancillary Facility" shall mean and include any facility for the provision of medical or related services by a physician or any other person or

entity to or for persons who are not patients of a physician whose principal office is located in the Building, including, but not limited to any commercial laboratory, x-ray, radiological imaging, physical therapy, pulmonary or cardiology testing, respiratory therapy, outpatient surgical facilities, birthing center, or any other medical or related services provided to third-party users on a commercial basis, but excluding facilities for out-patient dialysis and related chronic kidney care treatment. The Building shall be used solely for medical offices occupied only by physicians, who are licensed members in good standing on the active medical staff of the Hospital and the employees of such physicians; provided, however, the Building may also be occupied by licensed physicians who do not meet the foregoing requirements or used for purposes other than as permitted herein so long as Owner and Operator have approved in writing such other use or occupancy by such other licensed physicians.

(c) Notwithstanding anything to the contrary provided in subparagraph 1(b) above, if Purchaser (including any of the successors and/or assignees to the original purchaser) is unable, after the exercise of reasonable due diligence, to lease the Building or any portion thereof, for use by physicians as medical offices as provided above in subparagraph 1(b), and if Purchaser shall receive a bona fide offer from any third party to lease the Building or any part thereof for non-medical uses, which offer Purchaser desires to accept, Purchaser shall promptly deliver to Owner and Operator, at the addresses provided by Owner and Operator to the State of Utah, Department of Commerce, Division of Corporations and Commercial Code (or successor division) a written notice setting forth with specificity the proposed use of the Building or the portion thereof to which such offer applies, together with the full terms and conditions of the transaction, and, if available, a copy of the proposed lease agreement. Owner and/or Operator may, within 15 days after receipt of such notice, elect in writing to, as tenant, lease the Building or such portion thereof or interest therein which is subject to any offer as described above on the same terms and conditions as those set forth in such notice. The failure of Owner and Operator to exercise this right of first refusal with respect to any such proposed lease by Purchaser shall not result in a termination of the right of first refusal with respect to the Building or any portion thereof leased, but this right of first refusal shall be a continuing right binding upon Purchaser (including all successor and/or assignees to the original purchaser) with respect to all subsequent such proposed leases of the Building or any portion thereof. Furthermore, in the event that any such proposed lease, as to which Owner or Operator did not exercise its right of first refusal as above provided, is not consummated by Purchaser within 60 days after the notice thereof was given to Owner and Operator, or if prior to the closing of such transaction the terms available to the proposed lessee are modified and made materially more favorable to the third party, then the Building, or such portion thereof as was subject to the offer, must be re-offered to Owner and Operator in the same manner provided above and Owner and/or Operator shall have 15 days from receipt of Purchaser's modification within which to exercise such right of first refusal. If Owner and/or Operator do not exercise such right of first refusal as provided

herein, Purchaser may consummate the proposed lease with the third party for the non-medical uses disclosed to Owner and Operator. Nothing contained in this subparagraph 1(c) shall be construed as permitting use of the MOB Tract or any part thereof for a Commercial Ancillary Facility.

(d) The provisions of this paragraph 1 shall remain in effect and be enforceable until such time as the acute care hospital on the Hospital Tract or any successor health care facility which replaces such acute care hospital is permanently closed; provided, however, (i) the provisions of subparagraphs 1(a), (b) and (d) hereof shall in any event terminate, lapse and be of no further effect on the date 40 years after the recording of this deed from Owner and Operator to Purchaser and (ii) the provisions of subparagraph 1(c) hereof shall terminate, lapse and be of no further effect on the date 21 years after the recording of this deed. Such acute care 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 having been provided therein for a period of twelve (12) consecutive months; provided, however, if no such health care services have been provided at such hospital or facility for such period of time because of damage or destruction by fire or any other casualty, but Owner and/or Operator is repairing or reconstructing those portions of such hospital or facility damaged or destroyed, then such hospital or 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.

(e) If a "Default Termination" (as hereinafter defined) occurs at any time under the Lease, then on the date of such Default Termination the provisions of subparagraph 1(c) above and first and fourth sentences of subparagraph 1(b) above shall lapse and be of no further effect: provided that, notwithstanding the foregoing, but subject to the provisions of subparagraph 1(d), neither the MOB Tract nor any building thereon nor any part thereof may be used as a Commercial Ancillary Facility (as defined in subparagraph 1(b)). "Default Termination" shall mean any one or more of the following: (i) rejection of the Lease by Operator or its respective bankruptcy trustee pursuant to section 365 of the United States Bankruptcy Code; (ii) eviction and dispossession of Operator from the entirety of the Hospital Tract pursuant to a final nonappealable order of a court of competent jurisdiction, resulting from the occurrence of a default under the Lease which was not remedied or cured; or (iii) termination of the Lease and all rights of Operator under the Lease with respect to the Hospital Tract by reason of the occurrence of a default under the Lease which was not remedied or cured. Owner shall promptly inform Purchaser in writing of the event of any Default Termination under the Lease.

2. Covenants Running with the Land. The covenants and agreements set forth in this Declaration shall be covenants running with the land and shall be binding upon and insure to the benefit of Owner, Operator and Purchaser and their respective successors and assigns. Irreparable harm will result to Owner and/or Operator by

reason of any breach of the agreements, covenants and restrictions set forth in this Declaration, and therefore Owner and/or Operator 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 Owner or Operator, in any one or more instances, to insist upon compliance with any of the terms and provisions 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, or privilege, but the same shall continue and remain in full force and affect as if no such forbearance had occurred.

3. Liability of Owner, Operator and Purchaser. Any individual Owner, Operator, or Purchaser shall be liable for the requirements hereunder only during and with respect to the period of time that it is the owner of the Hospital Tract in the case of each Owner and Operator, or the MOB Tract in the case of each Purchaser.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, Owner has caused this Declaration of Restrictive Covenants to be executed as of the date above written.

Owner:

MPT OF WEST VALLEY CITY, LLC,
a Delaware limited liability company

By: MPT OPERATING PARTNERSHIP, L.P.
a Delaware limited partnership
Its: Sole Member

By: *Robert M. Moss*
Printed Name: Robert M. Moss
Its: Associate Counsel & Assistant Secretary

STATE OF ALABAMA
JEFFERSON COUNTY

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Robert M. Moss, whose name as Assistant Secretary 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, 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 limited partnership, as the sole member of said limited liability company on the date the same bears date.

Given under my hand and official seal this the 19th day of February, 2016.

Brandi DiPiazza
NOTARY PUBLIC
Printed Name: Brandi DiPiazza
My Commission Expires: 1/19/2020

[AFFIX NOTARY SEAL]

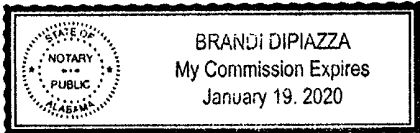


Exhibit A

The real estate described on Schedule 1 attached hereto

LESS AND EXCEPT THAT CERTAIN REAL ESTATE 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,

LESS AND EXCEPT that portion of said Lot 2 already owned by B.C.V.V., Inc. which portion is contained within said Lot 2 of the Plat and is more particularly described as follows: Beginning at a point South 89°56'54" West 694.48 feet, and North 00°03'03" West 675.81 feet from the Southeast Comer of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 48.67 feet; thence North 00°03'42" West 207.46 feet; thence West 8.07 feet; thence North 70.03 feet; thence North 45°00'00" West 21.80 feet; thence East 71.95 feet; thence South 00°04'58" East 292.90 feet to the point of beginning, which less and except strip is contained within said Lot 2 of the Plat.

15-30-478-037-000 (Portion)

SCHEDULE 1

LEGAL DESCRIPTION-PIONEER VALLEY HOSPITAL

PARCEL 1:

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565 in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3506 South Street; thence along said North line of said 3506 South Street South 89°56'54" West 171.0 feet to a point of the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North.1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with it 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of beginning.

TOGETHER WITH the West one half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234 in Book 6613, at Page 1040, of the Official Records, to-wit: Beginning at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 30; thence North 89°57'12" East along the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 00°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49" East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'11" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of beginning.

PARCEL 2:

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774 in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of beginning.

PARCEL 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North Line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of beginning.

PARCEL 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204:69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of beginning.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway), including three-raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

TOETHER WITH the East one half of the vacated street (4155 West Street) abutting a portion of said property on the West.

PARCEL 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of beginning.

PARCEL 6:

BEGINNING at a point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of beginning.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

15-30-477-03; 15-30-476-008; 15-30-476-006; 15-30-476-007; 15-30-478-035; 15-30-478-037;
15-30-478-038; 15-30-478-040

EXHIBIT B

Legal Description of MOB Tract

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah,

Commencing at the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89° 56' 54" West along the Section Line and 620.00 feet North 0° 04' 58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 339.17 feet due East along said South right of way line to the true point of beginning; and running thence due East 67.90 feet along said South Right of way line; thence due South 150.75 feet; thence due West 45.11 feet; thence due South 30.83 feet; thence due West 54.68 feet; thence due North 28.91 feet; thence due West 53.17 feet; thence due North 76.09 feet; thence due East 49.55 feet; thence due North 46.97 feet; thence due East 35.50 feet; thence due North 29.62 feet to the point of beginning.

EXHIBIT C

The real estate described on Schedule 1 attached hereto

LESS AND EXCEPT THAT CERTAIN REAL ESTATE 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,

LESS AND EXCEPT that portion of said Lot 2 already owned by B.C.V.V., Inc. which portion is contained within said Lot 2 of the Plat and is more particularly described as follows: Beginning at a point South 89°56'54" West 694.48 feet, and North 00°03'03" West 675.81 feet from the Southeast Comer of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 48.67 feet; thence North 00°03'42" West 207.46 feet; thence West 8.07 feet; thence North 70.03 feet; thence North 45°00'00" West 21.80 feet; thence East 71.95 feet; thence South 00°04'58" East 292.90 feet to the point of beginning, which less and except strip is contained within said Lot 2 of the Plat.

15-30-478-037-000 (Portion)

ALSO LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS (WSL MOB LAND):

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah,

Commencing at the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89° 56' 54" West along the Section Line and 620.00 feet North 0° 04' 58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 339.17 feet due East along said South right of way line to the true point of beginning; and running thence due East 67.90 feet along said South Right of way line; thence due South 150.75 feet; thence due West 45.11 feet; thence due South 30.83 feet; thence due West 54.68 feet; thence due North 28.91 feet; thence due West 53.17 feet; thence due North 76.09 feet; thence due East 49.55 feet; thence due North 46.97 feet; thence due East 35.50 feet; thence due North 29.62 feet to the point of beginning

SCHEDULE 1

LEGAL DESCRIPTION-PIONEER VALLEY HOSPITAL

PARCEL 1:

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565 in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3506 South Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point of the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North 1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with it 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of beginning.

TOGETHER WITH the West one half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234 in Book 6613, at Page 1040, of the Official Records, to-wit: Beginning at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 30; thence North 89°57'12" East along the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 0°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49" East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'11" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of beginning.

PARCEL 2:

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774 in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of beginning.

PARCEL 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North Line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of beginning.

PARCEL 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204:69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of beginning.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway), including three-raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

TOETHER WITH the East one half of the vacated street (4155 West Street) abutting a portion of said property on the West.

PARCEL 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of beginning.

PARCEL 6:

BEGINNING at a point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of beginning.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

15-30-477-03; 15-30-476-008; 15-30-476-006; 15-30-476-007; 15-30-478-035; 15-30-478-037;
15-30-478-038; 15-30-478-040