

WHEN RECORDED, MAIL TO:

Guy P. Kroesche, Esq.
Stoel Rives LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111



and to:

Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Office of General Counsel

ENT 7862:2014 PG 1 of 25
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Feb 04 3:52 pm FEE 76.00 BY SS
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DECLARATION AND GRANT OF EASEMENTS
(Access Bridges, Utilities and Drainage)

This DECLARATION AND GRANT OF EASEMENTS (this "**Declaration and Grant**") is made and entered into as of the 31st day of January, 2014 (the "**Effective Date**"), by and between CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company ("**Canyon Creek**"), and IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("**Intermountain Healthcare**"). Canyon Creek and Intermountain Healthcare are hereinafter individually referred to as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. Canyon Creek is the owner of those certain parcels of real property located in Spanish Fork, Utah County, Utah (collectively, the "**Easement Parcels**"), which are legally described on attached **Exhibit "A"** and depicted on attached **Exhibit "B"** (the "**Site Plan**").

B. Intermountain Healthcare is the owner of those certain parcels of real property located in Spanish Fork, Utah County, Utah, near, adjacent or contiguous to the Easement Parcels (collectively, the "**Intermountain Healthcare Parcels**"), which are legally described and depicted on attached **Exhibit "C"**.

C. Canyon Creek owns or controls certain properties near, adjacent or contiguous to the Easement Parcels (collectively, the "**Canyon Creek Parcels**"), which are legally described and depicted on attached **Exhibit "D"**.

D. For purposes of this Declaration and Grant, the Easement Parcels, the Canyon Creek Parcels and the Intermountain Healthcare Parcel may be individually referred to as a "**Parcel**" and, collectively, as the "**Parcels**."

E. In accordance with the terms and conditions of that certain Joint Development and Maintenance Agreement of even date herewith (the "**Joint Development Agreement**") by and between Canyon Creek and Intermountain Healthcare, Canyon Creek will complete the following improvements within and to the Easement Parcels:

(i) the design, engineering and construction of certain bridges (the "**Access Bridges**"), together with all improvements necessary or appropriate therefor (collectively, the "**Access Bridge Improvements**"), which shall provide vehicular and pedestrian access to the Intermountain

Healthcare Parcels over and across those certain portions of the Easement Parcels described and depicted on attached *Exhibit "E"* (the "*Access Easement Areas*").

F. In consideration of and subject to the terms and conditions of this Declaration and Grant, Canyon Creek is willing to grant to Intermountain Healthcare, nonexclusive, perpetual easements for (i) access over and across the Access Easement Areas, (ii) the installation, use, maintenance, repair and replacement of the Access Bridge Improvements and utilities within or connected to the Access Bridges (the "*Utilities*"), and (iii) the discharge of surface water drainage and/or runoff from the Intermountain Healthcare Parcel into the Easement Parcels; provided Intermountain Healthcare shall meet all retention and water filtration or cleansing requirements on the site of the Intermountain Healthcare Parcels prior to discharge onto the Easement Parcels (collectively, the "*Easements*").

G. The Easements contemplated under this Declaration and Grant shall be for the benefit of and appurtenant to the Intermountain Healthcare Parcel and shall be binding on, enforceable against and burden the Easement Parcels and, to these ends, Canyon Creek and Intermountain Healthcare desire to enter into this Declaration and Grant to definitively set forth their agreements and understandings regarding the Easements.

NOW, THEREFORE, in consideration of the foregoing recitals and the premises, covenants and agreements hereinafter set forth, together with the mutual benefits to be derived from this Declaration and Grant, the Parties hereby agree as follows:

TERMS

1. Definitions. Except as otherwise defined in this Declaration and Grant, the following terms shall have the following meanings when used in this Declaration and Grant.

(a) "*Access Easement Areas*" shall mean those areas legally described and depicted on attached *Exhibit "E."* The Access Bridge Improvements and the Utilities, inclusive of any and all cut and fill slopes necessary to construct the Access Bridge Improvements and the Utilities, shall be constructed within the Access Easement Areas.

(b) "*Governmental Authority*" or "*Governmental Authorities*" shall mean any federal, state, county, city or local governmental or quasi-governmental authority, entity or body (or any departmental agency thereof) exercising jurisdiction over a particular subject matter addressed in this Declaration and Grant.

(c) "*Governmental Requirements*" shall mean all applicable laws, statutes, ordinances, codes, rules, regulations, orders, policies and applicable judicial decisions or decrees, as presently existing and hereafter amended, of any Governmental Authorities.

(d) "*Occupant*" shall mean any Person from time to time entitled to the use or occupancy of any portion of the Intermountain Healthcare Parcel under an ownership right or under any lease, sublease, license, concession, or other similar agreement.

(e) "*Permittee*" or "*Permittees*" shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, invitees, licensees, subtenants, and concessionaires of Occupants insofar as their activities relate to the development, operation, use or occupancy of the Intermountain Healthcare Parcel.

(f) **“Person”** shall mean Intermountain Healthcare, and any affiliates, successors or assigns thereof, as well as any individual, partnership, firm, association, corporation, limited liability company, trust, or any other form of business or Governmental Authority.

2. Effect of this Declaration and Grant. Except as otherwise set forth herein, the Easement Parcels shall be held, sold, conveyed, encumbered, leased, used, occupied and improved subject to the Easements, subject to no prior liens, restrictions or encumbrances that would adversely and/or unreasonably affect the enforceability or validity, or interfere with the use, of any part or all of the Easements.

3. Grant of Non-Exclusive Access Easements; Reservations. As and to the extent now owned by Canyon Creek, Canyon Creek hereby grants and conveys to Intermountain Healthcare for Intermountain Healthcare’s use and for the use of any Permittees requiring access to or use of all or any part of the Intermountain Healthcare Parcel, in common with others entitled to use the same, non-exclusive, perpetual easements for the passage of vehicles and pedestrians over and across the Access Bridges and installation by Intermountain Healthcare of Utilities, which Access Bridges and Access Bridge Improvements (a) shall provide ingress and egress access to and from the Intermountain Healthcare Parcel and (b) shall be located, designed, engineered, constructed and maintained in strict compliance with the Joint Development Agreement as contemplated under this Declaration and Grant. In connection with the foregoing and in accordance with the terms of the Joint Development Agreement, Canyon Creek hereby grants and conveys to Intermountain Healthcare for its use and for the use of its Permittees, a non-exclusive, perpetual easement in, to, over, under, along and across the Access Easement Areas for the construction, installation, maintenance, repair, replacement of the Access Bridge Improvements and Utilities. Canyon Creek reserves the right to close off any portion of the Easement Parcels, on a limited and temporary basis, as and to the extent reasonably necessary to prevent the acquisition of prescriptive rights by any Person; provided, however, that prior to any such temporary closure of any part or all of the Easement Parcels, Canyon Creek shall give written notice thereof to Intermountain Healthcare and, in any such event, shall coordinate any such temporary closure with Intermountain Healthcare and, exigent circumstances excepted, shall ensure continuous, uninterrupted pedestrian and vehicular access to and from the Intermountain Healthcare Parcel notwithstanding any such temporary closure.

4. Non-Exclusive Utility and Drainage Easements; Related Matters; Limitations. Canyon Creek hereby grants and conveys to Intermountain Healthcare for its use and for the use of its Permittees, in common with others entitled to use the same, non-exclusive, perpetual easements in, to, over, under, along and across any of the Access Bridge Improvements for the installation, operation, flow, passage, use, maintenance, connection, and repair of the Utilities. Further, Canyon Creek hereby grants and conveys to Intermountain Healthcare for its use and for the use of its Permittees, in common with others entitled to use the same, non-exclusive, perpetual easements in, to, over, under, along and across the Easement Parcels for the discharge of surface water drainage and/or runoff from the Intermountain Healthcare Parcels; provided that Intermountain Healthcare shall meet all on-site retention and water filtration or cleansing requirements imposed by applicable law, rule or regulation prior to discharge onto the Easement Parcels.

Subject to the terms and conditions of this Declaration and Grant, Intermountain Healthcare, at its sole cost and expense, shall have the right to install, maintain and repair Utilities serving the Intermountain Healthcare Parcels, in whole or in part, within the Access Easement Areas, including, without limitation, over, under, along and/or across the Access Bridge Improvements. In the event Intermountain Healthcare shall determine to install any Utilities within the Access Easement Areas, Canyon Creek shall have the right to review and approve all plans and specifications therefor (the **“Plans and Specifications”**), which approval shall not be unreasonably withheld, conditioned or delayed, subject

to Intermountain Healthcare's compliance with any applicable laws, rules and regulations relating to any such utilities.

5. Maintenance and Repair; Destruction. In accordance with the terms and conditions of this Declaration and Grant and the Joint Development Agreement, Canyon Creek shall maintain, or cause to be maintained, at its sole cost and expense, the Easement Parcels, other than the Access Bridge Improvements which shall be maintained by Intermountain Healthcare; provided that, as and to the extent Spanish Fork City at any time accepts the dedication or other conveyance of all or any part of the Easement Parcels, the Access Easement Areas, the Access Bridges, and/or the Access Bridge Improvements for use by the general public, Spanish Fork City shall thereafter be responsible, in accordance with applicable city ordinances, rules, regulations and standards, for the maintenance, repair and replacement of all such property and/or improvements so dedicated or conveyed. Subject to the foregoing, if any portion of the Access Easement Areas, or the Access Bridge Improvements and/or the Utilities are damaged or destroyed by any cause whatsoever, whether insured or uninsured, during the term of this Declaration and Grant (unless and to the extent due to the neglect, fault or omission of Canyon Creek, which shall be the sole responsibility, cost or otherwise, of Canyon Creek), Intermountain Healthcare shall repair or restore such portion of the Access Easement Areas and the Access Bridge Improvements and/or the Utilities.

6. Taxes. Intermountain Healthcare shall be solely responsible for, and shall pay any increase in or assessment of property or other taxes that may accrue against, the Easement Parcels by reason of the construction and operation of the Access Bridge Improvements or the Easements granted hereunder. Canyon Creek shall not have any liability for any taxes resulting from or associated with the Access Bridge Improvements, except as and to the extent attributable to the actions of Canyon Creek other than by reason of this Declaration and Grant.

7. Indemnification. Except as and to the extent due to the gross negligence or willful misconduct of Canyon Creek, Intermountain Healthcare shall and hereby agrees to indemnify, defend and hold harmless Canyon Creek and its representatives, members, subsidiaries, affiliates, officers, shareholders, employees and agents (collectively, the "*Canyon Creek Parties*"), from and against all damages, claims, actions, causes of action, losses, demands, costs, fees (including reasonable attorneys' fees), liabilities or proceedings caused to the Easement Parcels and/or Canyon Creek, arising from or due to (a) the use, enjoyment or occupation of the Easement Parcels by Intermountain Healthcare (inclusive of Intermountain Healthcare representatives, members, subsidiaries, affiliates, officers, shareholders, employees, contractors and agents (collectively, the "*Intermountain Healthcare Parties*")); (b) any breach, violation or non-performance of any covenant or agreement in this Declaration and Grant by the Intermountain Healthcare Parties; and/or (c) exercise of the rights and privileges herein granted.

8. Insurance Obligations. Intermountain Healthcare shall at all times maintain or cause to be maintained, at its sole cost and expense, the following minimum insurance coverages: (a) commercial general liability insurance with a combined single limit of liability of \$3,000,000.00 for bodily injury, personal injury and property damage, arising out of any one occurrence, with Canyon Creek named as an "additional insured" under such policy pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent; (b) workers' compensation and employer's liability insurance, including any insurance required by any Applicable Laws and 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; and (c) automobile liability insurance for owned, hired and non-owned automobiles, with limits of liability of not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.

In addition to the insurance requirements set forth above, prior to commencing any construction activities within the Easement Parcels, Intermountain Healthcare shall obtain or require its contractors to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages: (d) worker's compensation, employer's liability and automobile liability insurance in the amounts set forth in, respectively, the preceding subparagraphs (b) and (c) above; provided that, for the Automobile Liability Insurance, the contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability; and (e) commercial general liability insurance covering all operations by or on behalf of the contractor, which shall include minimum liability limits of \$1,000,000 for each occurrence (for bodily injury or property damage), \$1,000,000 for personal injury liability, \$2,000,000 aggregate for products and completed operations (which shall be extended for a three (3) year period following final completion of work), and \$2,000,000 general aggregate applying separately to the Easement Improvements and shall include the following required coverages: Premises and Operations; Products and Completed Operations; Contractual Liability, insuring the indemnity obligations assumed by the contractor under the contract documents; Broad Form Property Damage (including Completed Operations); Explosion, Collapse and Underground Hazards; and Personal Injury Liability. Each contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000, and if there is no per project aggregate under such contractor's commercial general liability policy, the limit shall be \$10,000,000.

Each such policy required under this Declaration and Grant shall provide that the same shall not be cancelled, allowed to expire, nor reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to each insured. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then Intermountain Healthcare shall immediately stop all work on and use of the Easement Parcels until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to Intermountain Healthcare. All insurance required by this Declaration and Grant shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/X which are authorized to do business in the State of Utah. All insurance may be provided under an individual policy covering the Easement Parcels or a blanket policy or policies which includes other liabilities, properties and locations of Intermountain Healthcare or its contractor, as the case may be; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than \$20,000,000, then such insuring party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$20,000,000. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by Intermountain Healthcare or its contractor, as the case may be, in compliance with this Declaration and Grant, such party shall be deemed to be covering the amount thereof under an informal plan of self-insurance. Upon Canyon Creek's request, Intermountain Healthcare agrees to furnish a certificate(s) of insurance, or the internet address where such insurance information is contained, evidencing that the insurance required to be carried by Intermountain Healthcare or its contractor, as the case may be, is in full force and effect.

Additionally, the insurance policies required pursuant to this Declaration and Grant shall include the following provisions: (f) shall provide for severability of interests; (g) 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; and (h) shall provide for contractual liability coverage with respect to the indemnity obligations set forth herein. Finally, the amounts of coverage required under this Paragraph 8 shall be adjusted, and increased, not more than once every ten (10) years based upon the Consumer Price Index, which shall mean the U.S. Bureau of Labor Statistics Consumer Price Index for Urban Wage Earners and Clerical Workers, New York, N.Y. – Northeastern N.J. (1982-84 equals 100), or any renamed local index covering the metropolitan New York, Northeastern New Jersey area or any other successor or substitute index appropriately adjusted.

Notwithstanding anything to the contrary set forth above or elsewhere herein, Intermountain Healthcare shall have the right and option to satisfy any part or all of its insurance obligations under this Declaration and Grant through its self-insurance and/or risk management programs; provided that any such self-insurance or risk management programs shall not be deemed or considered commercial or other third-party insurance for purposes of this Declaration and Grant, with the understanding and agreement that the insurance provisions of this Declaration and Grant, other than the required coverages and minimum liability limits, shall only apply to Intermountain Healthcare as and to the extent Intermountain Healthcare, in its sole discretion (except as may be otherwise required by law, rule or regulation), shall obtain any such commercial, third-party insurance; and provided, further, that in no event will any such self-insurance election be deemed or constitute an obligation by Intermountain Healthcare to provide insurance coverage beyond the scope of that required by this Declaration and Grant.

9. Reservations; Non-Exclusivity. Exclusive use of the Easement Parcels is expressly not granted, and the right to use the Easement Parcels in common with Intermountain Healthcare is hereby expressly reserved by Canyon Creek, so long as such use does not unreasonably interfere with the Easements hereby granted to Intermountain Healthcare. The use by the holder of the dominant tenements of the Easement granted herein shall be limited to the Easements granted hereunder, which uses shall be made in such manner as to least interfere with the use of the servient tenements by the owners thereof.

10. Compliance with Laws – Work and Improvements. Any and all use of the Access Easement Areas shall be conducted at Intermountain Healthcare's sole risk, and further, any work or improvements within the Access Easement Areas, including, without limitation, the Access Bridge Improvements (the "**Work**" or the "**Improvements**") shall conform to, and shall be conducted in accordance with any and all applicable ordinances, laws, rules and regulations relating to building, fire, sanitary, safety and other relevant matters. The Work and the Improvements, in any event, also shall be performed in a good and workmanlike manner. Further, the Parties shall and hereby agree (which, in addition to the foregoing terms and conditions, agreements, indemnities, terms and conditions shall survive the rescission, cancellation or termination of this Declaration and Grant) that:

(a) if, in connection with the use, occupation and enjoyment of the Easements hereby granted, Intermountain Healthcare, or any party acting by, through or under Intermountain Healthcare, damages or destroys any Access Bridge Improvements, and/or any wetlands mitigation improvements, landscape, hardscape, street, road, sidewalk, structure or other property or improvements of Canyon Creek, Intermountain Healthcare, at its sole cost and expense, shall repair or replace such damaged or destroyed improvements within thirty (30) days of the date such damage occurred to a condition substantially identical to that existing before any such damage or destruction; provided, however, if the repair or replacement work will require more than thirty (30) days to complete, Intermountain Healthcare shall have such additional time as may be required by the circumstances to complete such work, so long as Intermountain Healthcare shall commence the repair or replacement work within such thirty (30) day period and diligently prosecute the same to completion;

(b) within thirty (30) days after a Party's request, to execute and deliver to such Party an estoppel certificate in favor of such Party and such other persons as the Party shall reasonably request setting forth any necessary or reasonably requested information regarding the Access Easement Areas and this Declaration and Grant, and such Party and such other persons shall be entitled to rely on any such estoppel certificate;

(c) Intermountain Healthcare shall not permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Parcels, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by Intermountain Healthcare; provided that, notwithstanding the foregoing, within thirty (30) days after the date of the filing or recording of any such lien, to cause the same to be paid and discharged

of record, or, if Intermountain Healthcare contests the amount allegedly due or the right of the lien or to make its lien claim, to cause a bond for at least 110% of the amount of the disputed lien claim to be issued in favor of Canyon Creek to protect Canyon Creek and the affected Easement Parcels from any damage resulting from the lien during the entire time of any proceeding in which Intermountain Healthcare contests the lien;

(d) Intermountain Healthcare shall not suffer or permit any release, discharge, generation, transportation, treatment, storage, disposal or other use or management of any "**Hazardous Materials**" (as defined below) on, under, above, around or near the Easement Parcels or any part thereof, and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Easement Parcels or any part thereof. As and to the extent caused by the activities of Intermountain Healthcare or the "**Intermountain Healthcare Parties**" (as defined below), Intermountain Healthcare shall and hereby agrees to indemnify, defend, hold harmless and reimburse Canyon Creek and the "**Canyon Creek Parties**" (as defined below) from and against and for any and all liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature (including, without limitation, reasonable attorneys' fees and any costs associated with any cleanup, remediation, removal or restoration work) which may be imposed upon or asserted against Intermountain Healthcare as a result of (i) the presence, disposal, release or threatened release of any Hazardous Materials; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to the presence of any such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to any such Hazardous Materials; and/or (iv) any breach of this subsection by Intermountain Healthcare or the Intermountain Healthcare Parties. Furthermore, if Intermountain Healthcare violates or breaches this subparagraph, or any portion hereof, Intermountain Healthcare shall take, or cause to be taken, at its sole cost and expense and at the direction of Canyon Creek, such actions as may be necessary or appropriate to treat and dispose of any Hazardous Materials in accordance with all Applicable Laws.

11. Uninterrupted Access. Except in exigent circumstances or to the extent necessary (on a temporary basis) for reasonable construction, for repair and maintenance, or for traffic regulation and control, no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of and access to the Access Easement Areas shall be constructed or erected by Canyon Creek or, without Canyon Creek's advance written consent (which consent, for any temporary construction, will not be unreasonably withheld, conditioned or delayed), Intermountain Healthcare.

12. Limitations on Use. Notwithstanding any other term or condition of this Declaration and Grant, except for the Access Bridge Improvements and wetlands mitigation improvements and as otherwise agreed by the Parties, neither of the Parties shall install, build, place, cause or allow any building or structure to be installed, built, or placed in the Access Easement Areas.

13. Further Limitations. It is the intention of the Parties that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to (a) the limitation that the Parties' rights hereunder shall not be exercised in any manner which substantially and unreasonably interferes (i) with the purposes for which the Access Easement Areas are to be used as provided herein, or (ii) subject to the terms and conditions of this Declaration and Grant, with the rights and easements of any other grantee; (b) the right of any other governmental or quasi-governmental body having jurisdiction over the Easement Parcels at any time and from time to time, and any other private or public utility company serving the Intermountain Healthcare Property or the Canyon Creek Parcels, of access to, and rights of ingress and egress over and across, any of the Access Easement Areas for purposes of providing any governmental, municipal or utilities services; and (c) except to the extent the same will interfere with Intermountain Healthcare's rights hereunder, the right of Canyon Creek, in its sole discretion, to use and/or to grant permits, licenses and easements over, across, through and under the Easement Parcels to any

governmental or quasi-governmental authority, to any other public or private utility company or to any other person or entity, for the purpose of installing, maintaining or providing utilities and related facilities or for any other lawful purpose.

14. Covenants; Successors and Assigns. This Declaration and Grant (a) shall constitute a covenant running with the land, (b) shall benefit and bind every Person having a fee, leasehold or other interest in any portion of any affected property, to the extent that such portion is benefited, affected or bound by this Declaration and Grant, and (c) shall benefit and be binding upon any owner of any such affected property acquiring title by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, voluntary conveyance, or otherwise. Accordingly, the Easements herein established shall be appurtenant to and for the benefit of the Intermountain Healthcare Parcel, and shall be binding on, enforceable against and burden the Easement Parcels.

15. Modifications. This Declaration and Grant may not be modified except with the consent of Intermountain Healthcare and Canyon Creek, and, then, only by written instrument duly executed and acknowledged and recorded in the official real estate records of the County Recorder of Utah County, State of Utah. Nothing contained in this Declaration and Grant shall be deemed to be a gift or dedication of all or any portion of the Easement Parcels for the general public or for any other public purpose whatsoever.

16. No Waiver. The failure of a Party to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other Person.

17. Extent of Relationship. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the Parties. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any Party to this Declaration and Grant.

18. Entire Agreement; Interpretation. This Declaration and Grant contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration and Grant shall be construed as a whole and not strictly for or against any Party.

19. Severability; Related Matters. If any term or provision of this Declaration and Grant shall, to any extent, be determined by a court of competent jurisdiction to be void, voidable or unenforceable, such void, voidable or unenforceable term or provision shall not affect any other term or provision of this Declaration and Grant. In the exercise of their respective rights and obligations under this Declaration and Grant, each of Intermountain Healthcare and Canyon Creek shall comply with any and all applicable federal, state and local laws, rules, regulations, and orders. This Declaration and Grant shall be recorded in the official real estate records of the Utah County Recorder, Utah County, Utah.

20. Notice. All communications, consents, and other notices provided for in this Declaration and Grant shall be in writing and shall be effective on the date hand-delivered (receipted), sent by facsimile (confirmed), on the date following the date sent by nationally-recognized, overnight courier, or three (3) business days following the date mailed by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

- (a) If to Canyon Creek, to:

CANYON CREEK COMMERCIAL CENTER, L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Mr. Jeffrey K. Woodbury

with simultaneous copies to:

Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Office of General Counsel

and

WPI Enterprises
5455 West 11000 North, Suite 202
Highland, Utah 84003
Attention: Mr. Richard L. K. Mendenhall

or to such other address as Canyon Creek may designate to Intermountain Healthcare, in writing.

(b) If to Intermountain Healthcare, to:

IHC HEALTH SERVICES, INC.
36 South State Street, 23rd Floor
Salt Lake City, UT 84111
Attention: Corporate Real Estate Director

with a simultaneous copy to:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, UT 84111

or to such other address as Intermountain Healthcare may designate to Canyon Creek, in writing.

21. Governing Law; Incorporation of Recitals and Exhibits; Attorneys' Fees and Related Costs. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. The foregoing recitals and the attached exhibits are incorporated in and made a part of this Declaration and Grant by this reference. In any litigation or other proceeding relating to the breach of any representation, warranty or covenant of Canyon Creek or Intermountain Healthcare, as the case may be, in this Declaration and Grant, the prevailing Party shall be entitled to recover its out-of-pocket costs and reasonable attorneys' fees; provided that, otherwise, each Party shall bear its own attorneys' fees and costs arising out of or in connection with this Agreement.

DATED as of the Effective Date.


[signatures and acknowledgments follow]

IN WITNESS WHEREOF, Canyon Creek has caused this Declaration and Grant to be executed by its duly authorized representatives to be effective as of the Effective Date.

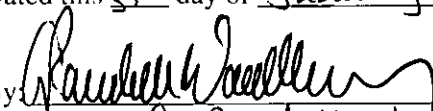
CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company

By: Tenedor L.L.C., a Utah limited liability company, Its Manager

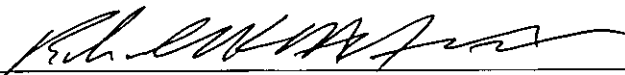
By: Woodbury Corporation, a Utah corporation Its Manager

By: 
Print Name: Jeffrey K. Woodbury
Title: Vice President

Dated this 31st day of January, 2014.

By: 
Print Name: D. Randall Woodbury
Title: President

Dated this 31st day of January, 2014.

By: 
Richard L.K. Mendenhall, Manager

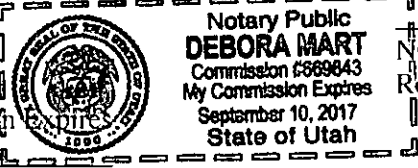
Dated this 31st day of January, 2014.

[signatures and acknowledgments on following page(s)]



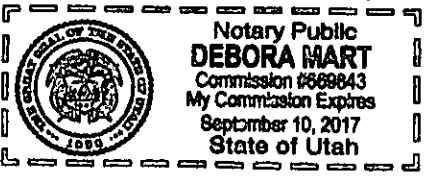
STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of June, 2014, by Jeffrey K. Woodbury, Vice President of WOODBURY CORPORATION, a Utah corporation, manager of TENEDOR, L.L.C., a Utah limited liability company, as Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company.

 [Signature]
NOTARY PUBLIC
Residing at:

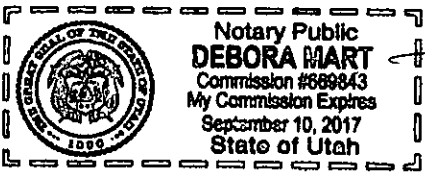
STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of June, 2014, by O. Randall Woodbury, Secretary of WOODBURY CORPORATION, a Utah corporation, manager of TENEDOR, L.L.C., a Utah limited liability company, as Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company.

 [Signature]
NOTARY PUBLIC
Residing at:

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 30th day of Jan, 2014, by Richard L.K. Mendenhall, Manager of TENEDOR, a Utah limited liability company as Manager of CANYON CREEK COMMERCIAL CENTER, L.L.C., a Utah limited liability company.

 [Signature]
NOTARY PUBLIC
Residing at:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

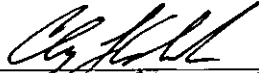
The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by _____, as _____ of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

NOTARY PUBLIC
Residing at:

[Handwritten initials]

IN WITNESS WHEREOF, Intermountain Healthcare has caused this Declaration and Grant to be executed by its duly authorized representative to be effective as of the Effective Date.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: 
Print Name: Clay L. Abdann
Its: AVP

Dated this 29 day of January, 2014.

[acknowledgments on following page(s)]

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Jeffrey K. Woodbury, Vice President of WOODBURY CORPORATION, a Utah corporation, manager of TENEDOR, L.L.C., a Utah limited liability company, as Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company.

NOTARY PUBLIC
Residing at:

My Commission Expires:

STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by O. Randall Woodbury, Secretary of WOODBURY CORPORATION, a Utah corporation, manager of TENEDOR, L.L.C., a Utah limited liability company, as Manager of CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company.

NOTARY PUBLIC
Residing at:

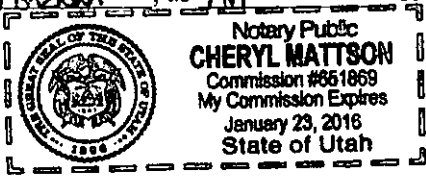
STATE OF _____)
 : ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014, by Richard L.K. Mendenhall, Manager of TENEDOR, a Utah limited liability company as Manager of CANYON CREEK COMMERCIAL CENTER, L.L.C., a Utah limited liability company.

NOTARY PUBLIC
Residing at:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of January, 2014, by Clay Ashdown, as AMP of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.



Cheryl Mattson

NOTARY PUBLIC
Residing at: 3239 Tess Ave
West Valley City, UT

EXHIBIT LIST

Exhibit "A"Easement Parcels

Exhibit "B"Site Plan

Exhibit "C"Intermountain Healthcare Parcels

Exhibit "D"Canyon Creek Parcels

Exhibit "E"Access Easement Areas



EXHIBIT "A"**(Easement Parcels)****EASEMENT PARCEL #1**

A portion of the Southeast Quarter of Section 7 and the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°18'06"E along the Section Line 158.56 feet and West 1945.19 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence N52°56'18"E 168.07 feet; thence along the arc of a 24.00 foot radius curve to the left 65.99 feet through a central angle of 157°32'37" (chord: N25°50'01"W 47.08 feet); thence S75°23'40"W 19.45 feet; thence along the arc of a 24.00 foot radius curve to the right 33.14 feet through a central angle 79°07'22" (chord: N65°02'38"W 30.57 feet); thence N25°28'57"W 106.39 feet; thence along the arc of a 200.00 foot radius curve to the right 56.44 feet through a central angle of 16°10'05" (chord: N17°23'54"W 56.25 feet); thence N9°18'52"W 470.40 feet; thence N8°17'47"W 105.06 feet; thence along the arc of a 300.00 foot radius curve to the right 180.06 feet through a central angle of 34°23'17" (chord: N8°53'52"E 177.37 feet); thence N26°05'30"E 21.30 feet; thence along the arc of a 240.00 foot radius curve to the right 242.45 feet through a central angle of 57°52'47" (chord: N55°01'54"E 232.27 feet); thence N83°58'17"E 31.10 feet; thence along the arc of a 500.00 foot radius curve to the right 53.95 feet through a central angle of 6°10'57" (chord: N87°03'46"E 53.93 feet); thence S89°50'45"E 358.95 feet; thence N89°46'51"E 151.15 feet; thence S88°15'10"E 55.52 feet; thence along the arc of a 175.00 foot radius curve to the right 217.56 feet through a central angle of 71°13'53" (chord: S52°38'13"E 203.82 feet); thence S17°01'16"E 117.98 feet; thence S25°48'04"E 81.42 feet; thence S24°53'56"E 2.04 feet; thence northeasterly along the arc of a 398.50 foot radius non-tangent curve to the right (radius bears: S67°39'06"E) 60.79 feet through a central angle of 8°44'24" (chord: N26°43'05"E 60.73 feet); thence along the arc of a 465.50 foot radius curve to the left 98.22 feet through a central angle of 12°05'20" (chord: N25°02'37"E 98.03 feet); thence N29°02'27"W 65.10 feet; thence N22°08'47"W 111.45 feet; thence N37°40'17"W 36.41 feet; thence N50°49'16"W 57.39 feet; thence southwesterly along the arc of a 453.00 foot radius non-tangent curve to the right (radius bears: N5°18'30"W) 41.17 feet through a central angle of 5°12'25" (chord: S87°17'43"W 41.15 feet); thence S89°53'55"W 725.60 feet; thence along the arc of a 332.00 foot radius curve to the left 571.93 feet through a central angle of 98°42'10" (chord: S40°32'50"W 503.79 feet); thence S8°48'15"E 814.47 feet; thence along the arc of a 332.00 foot radius curve to the left 69.10 feet through a central angle of 11°55'30" (chord: S14°46'00"E 68.98 feet) to the point of beginning.

Contains: ±3.71 Acres

EASEMENT PARCEL #2

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°18'06"E along the Section Line 113.53 feet and West 2014.59 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S77°12'43"W 5.18 feet; thence S30°31'18"W 168.14 feet; thence S31°18'16"W 119.18 feet; thence S20°57'54"W 44.07 feet; thence S6°02'03"W 86.32 feet; thence S8°22'55"E 19.40 feet; thence S27°39'47"E 51.71 feet; thence S38°54'56"E 80.07 feet; thence S39°46'58"E 59.63 feet; thence S43°04'12"E 209.93 feet; thence S53°31'31"E 34.41 feet; thence S44°31'47"E 56.83 feet; thence S41°08'55"E 41.77 feet; thence S36°15'20"E 21.67 feet; thence N45°35'11"E 61.68 feet; thence N44°07'06"W 49.06 feet; thence N45°20'29"W 91.85 feet; thence N43°13'31"W 66.14 feet; thence N44°11'45"W 63.84 feet; thence N42°29'52"W 131.63 feet; thence N41°23'59"W 95.76 feet; thence N11°35'13"W 64.66 feet; thence N16°52'30"E 73.26 feet; thence N37°22'47"E 44.97 feet; thence N42°35'27"E 43.17 feet; thence N40°03'26"E 42.37 feet; thence N25°58'49"E 62.32 feet; thence

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N6°20'46"E 35.24 feet; thence N49°08'45"E 9.50 feet; thence northwesterly along the arc of a 387.00 foot radius non-tangent curve to the right (radius bears: N67°38'28"E) 78.11 feet through a central angle of 11°33'52" (chord: N16°34'36"W 77.98 feet) to the point of beginning.

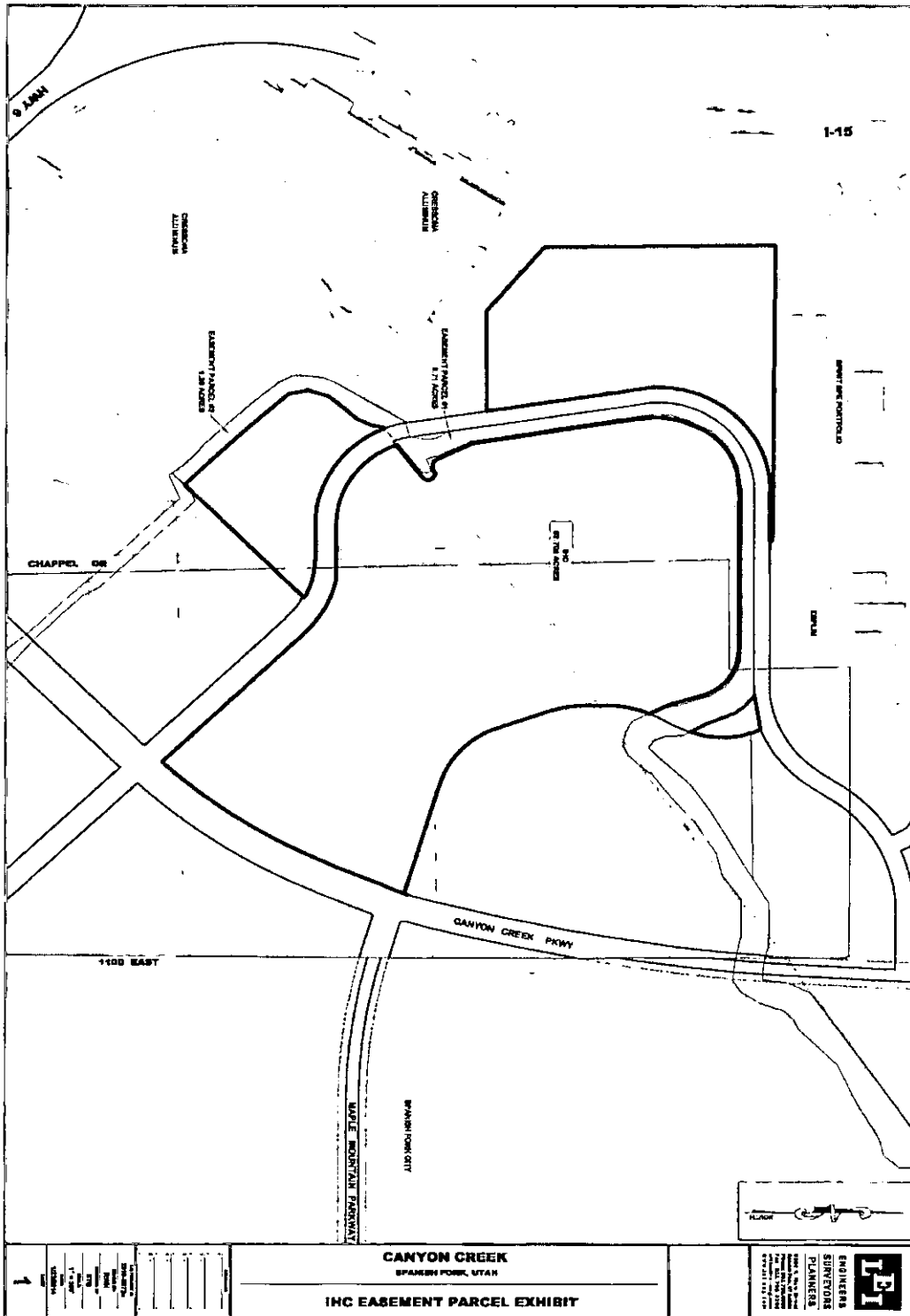
Contains: ±1.30 Acres

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD, AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OF THE PROPERTY, SPANISH FORK CITY REQUIREMENTS REGARDING WATER RETENTION FILTRATION AND DISCHARGE AND THE 404 WETLANDS PERMIT.



EXHIBIT "B"

(Site Plan)



[Handwritten signature]
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EXHIBIT "C"**(Intermountain Healthcare Parcels)**

Tax Id. No. _____

PARCEL "A"

A portion of the Southeast Quarter of Section 7 and the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°18'06"E along the Section Line 116.09 feet and West 243.36 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S23°40'58"W 78.22 feet; thence southwesterly along the arc of a 1444.50 foot radius non-tangent curve to the right (radius bears: N68°38'47"W) 48.40 feet through a central angle of 1°55'11" (chord: S22°18'48"W 48.40 feet); thence S23°16'24"W 160.32 feet; thence along the arc of a 1944.50 foot radius curve to the right 696.02 feet through a central angle of 20°30'31" (chord: S33°31'39"W 692.31 feet); thence along the arc of a 2.50 foot radius curve to the right 4.01 feet through a central angle of 91°48'16" (chord: S89°41'03"W 3.59 feet); thence N44°24'49"W 683.25 feet; thence along the arc of a 397.50 foot radius curve to the left 250.06 feet through a central angle of 36°02'39" (chord: N62°26'08"W 245.96 feet); thence West 195.77 feet; thence along the arc of a 314.00 foot radius curve to the right 384.91 feet through a central angle of 70°14'08" (chord: N54°52'56"W 361.26 feet); thence N52°56'18"E 149.27 feet; thence along the arc of a 24.00 foot radius curve to the left 65.99 feet through a central angle of 157°32'37" (chord: N25°50'01"W 47.08 feet); thence S75°23'40"W 19.45 feet; thence along the arc of a 24.00 foot radius curve to the right 33.14 feet through a central angle 79°07'22" (chord: N65°02'38"W 30.57 feet); thence N25°28'57"W 106.39 feet; thence along the arc of a 200.00 foot radius curve to the right 56.44 feet through a central angle of 16°10'05" (chord: N17°23'54"W 56.25 feet); thence N9°18'52"W 470.40 feet; thence N8°17'47"W 105.06 feet; thence along the arc of a 300.00 foot radius curve to the right 180.06 feet through a central angle of 34°23'17" (chord: N8°53'52"E 177.37 feet); thence N26°05'30"E 21.30 feet; thence along the arc of a 240.00 foot radius curve to the right 242.45 feet through a central angle of 57°52'47" (chord: N55°01'54"E 232.27 feet); thence N83°58'17"E 31.10 feet; thence along the arc of a 500.00 foot radius curve to the right 53.95 feet through a central angle of 6°10'57" (chord: N87°03'46"E 53.93 feet); thence S89°50'45"E 358.95 feet; thence N89°46'51"E 151.15 feet; thence S88°15'10"E 55.52 feet; thence along the arc of a 175.00 foot radius curve to the right 217.56 feet through a central angle of 71°13'53" (chord: S52°38'13"E 203.82 feet); thence S17°01'16"E 117.98 feet; thence S25°48'04"E 81.42 feet; thence southwesterly along the arc of a 400.00 foot radius non-tangent curve to the left (radius bears: S67°27'12"E) 158.11 feet through a central angle of 22°38'53" (chord: S11°13'21"W 157.09 feet); thence S0°06'05"E 53.49 feet; thence along the arc of a 468.00 foot radius curve to the left 159.32 feet through a central angle of 19°30'18" (chord: S9°51'14"E 158.55 feet); thence S19°36'23"E 173.63 feet; thence along the arc of a 321.00 foot radius curve to the left 302.64 feet through a central angle of 54°01'10" (chord: S46°36'58"E 291.56 feet); thence S73°37'33"E 429.54 feet to the point of beginning.

Contains: ±44.85 Acres

PARCEL "A-1"

A portion of the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located N0°18'18"W 875.61 feet and West 848.35 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence N29°02'27"W 63.08 feet; thence N22°08'47"W 111.45 feet; thence N37°40'17"W

36.41 feet; thence N50°49'16"W 57.39 feet; thence northeasterly along the arc of a 453.00 foot radius non-tangent curve to the left (radius bears: N5°18'30"W) 56.32 feet through a central angle of 7°07'23" (chord: N81°07'49"E 56.28 feet); thence N81°09'55"E 75.96 feet; thence S21°08'17"E 35.55 feet; thence along the arc of a 264.00 foot radius curve to the right 142.94 feet through a central angle of 31°01'22" (chord: S5°37'36"E 141.20 feet); thence along the arc of a 464.00 foot radius curve to the right 72.46 feet through a central angle of 8°56'51" (chord: S14°21'31"W 72.39 feet) to the point of beginning.

Contains: ±0.40 Acres

PARCEL "B"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located S0°18'06"E along the Section Line 464.81 feet and West 1357.76 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 595.49 feet; thence N44°07'06"W 49.06 feet; thence N45°20'29"W 91.85 feet; thence N43°13'31"W 66.14 feet; thence N44°11'45"W 63.84 feet; thence N42°29'52"W 131.63 feet; thence N41°23'59"W 95.76 feet; thence N11°35'13"W 64.66 feet; thence N16°52'30"E 73.26 feet; thence N37°22'47"E 44.97 feet; thence N42°35'27"E 43.17 feet; thence N40°03'26"E 42.37 feet; thence N25°58'49"E 62.32 feet; thence N6°20'46"E 35.24 feet; thence N49°08'45"E 9.50 feet; thence southeasterly along the arc of a 387.00 foot radius non-tangent curve to the left (radius bears: N67°38'28"E) 456.88 feet through a central angle of 67°38'28" (chord: S56°10'46"E 430.80 feet); thence East 129.87 feet; thence along the arc of a 319.00 foot radius curve to the right 154.65 feet through a central angle of 27°46'36" (chord: S76°06'42"E 153.14 feet) to the point of beginning.

Contains: ±5.43 Acres

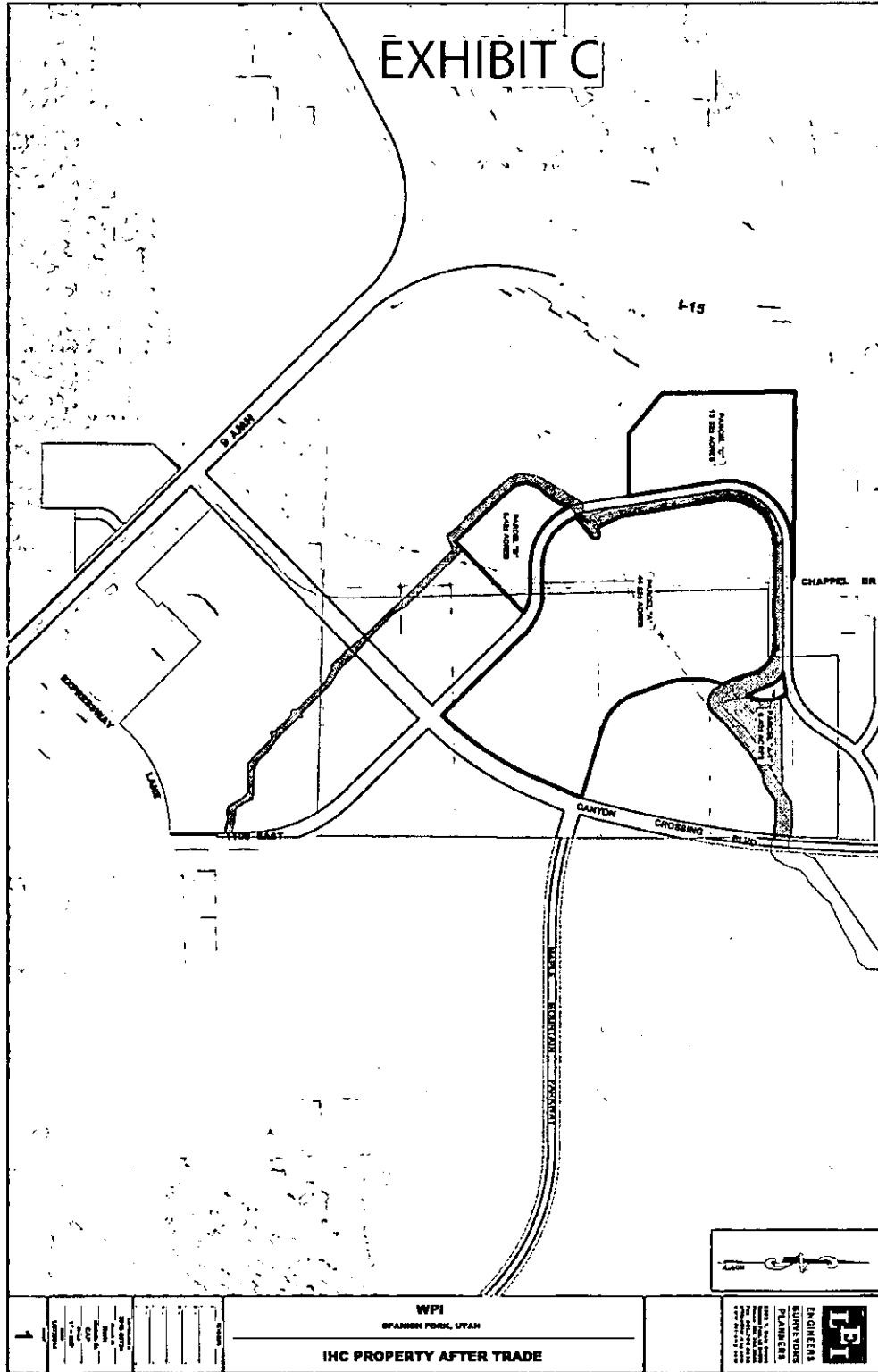
PARCEL "C"

A portion of the South Half of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at an existing fence corner and the corner of that real property described in Deed Entry No. 44476:1991 being located North 165.79 feet and West 2057.49 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence along an existing chain link fence and said real property the following four (4) courses: S89°51'15"W 372.11 feet; thence N49°44'08"W 313.85 feet; thence N0°22'48"W 69.91 feet; thence N0°32'42"W 731.56 feet to the south line of that real property described in Deed Entry No. 73753:2007; thence S89°33'10"E along said real property 1106.69 feet to the West right-of-way line of Chappel Drive; thence S1°20'32"E along said right-of-way line 9.33 feet; thence S89°53'55"W 189.55 feet; thence along the arc of a 387.00 foot radius curve to the left 666.68 feet through a central angle of 98°42'10" (chord: S40°32'50"W 587.25 feet); thence S8°48'15"E 545.22 feet to the point of beginning.

Contains: ±13.02 Acres

Combined Total of All Parcels Contains: ±63.70 Acres



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EXHIBIT "D"**(Canyon Creek Parcels)**

Tax Id. No. _____

PARCEL "A"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located $S0^{\circ}18'06''E$ along the Section Line 1021.69 feet and West 808.40 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence $S45^{\circ}35'11''W$ 546.27 feet; thence $N49^{\circ}17'14''W$ 12.36 feet; thence $N44^{\circ}24'49''W$ 227.87 feet; thence $N29^{\circ}03'09''W$ 68.30 feet; thence $N44^{\circ}24'49''W$ 461.79 feet; thence $S68^{\circ}52'54''W$ 41.58 feet; thence $N45^{\circ}35'11''E$ 556.85 feet; thence along the arc of a 313.50 foot radius non-tangent curve (radius bears: $S27^{\circ}27'12''W$) to the right 99.22 feet through a central angle of $18^{\circ}07'59''$ (chord: $S53^{\circ}28'48''E$ 98.80 feet); thence $S44^{\circ}24'49''E$ 681.71 feet; thence along the arc of a 5.00 foot radius curve to the right 7.85 feet through a central angle of $90^{\circ}00'00''$ (chord: $S0^{\circ}35'11''W$ 7.07 feet) to the point of beginning.

Contains: ± 9.73 Acres**PARCEL "B"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located $S0^{\circ}18'06''E$ along the Section Line 1666.84 feet and West 189.29 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence $S55^{\circ}15'38''W$ 60.74 feet; thence $S45^{\circ}35'11''W$ 422.64 feet; thence $N55^{\circ}08'59''W$ 83.33 feet; thence $N44^{\circ}54'31''W$ 181.70 feet; thence $N33^{\circ}02'50''E$ 15.83 feet; thence $N48^{\circ}37'41''W$ 15.95 feet; thence $S47^{\circ}52'29''W$ 19.22 feet; thence $N44^{\circ}24'49''W$ 264.76 feet; thence $N62^{\circ}34'24''W$ 75.66 feet; thence $N44^{\circ}24'49''W$ 133.15 feet; thence $N49^{\circ}17'14''W$ 16.85 feet; thence $N45^{\circ}35'11''E$ 538.88 feet; thence along the arc of a 2.50 foot radius curve to the right 3.93 feet through a central angle of $90^{\circ}00'00''$ (chord: $S89^{\circ}24'49''E$ 3.54 feet); thence $S44^{\circ}24'49''E$ 638.17 feet; thence along the arc of a 832.00 foot radius curve to the right 140.48 feet through a central angle of $9^{\circ}40'27''$ (chord: $S39^{\circ}34'35''E$ 140.31 feet) to the point of beginning.

Contains: ± 9.17 Acres**PARCEL "C"**

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located $S0^{\circ}18'06''E$ along the Section Line 1426.48 feet and West 1223.69 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence $S45^{\circ}35'11''W$ 356.26 feet; thence $N88^{\circ}35'15''W$ 375.27 feet; thence $N88^{\circ}43'22''W$ 533.18 feet; thence $N44^{\circ}24'59''W$ 287.23 feet; thence along the arc of a 1181.99 foot radius curve to the left 197.41 feet through a central angle of $9^{\circ}34'09''$ (chord: $N49^{\circ}12'04''W$ 197.18 feet); thence North 17.63 feet; thence $N30^{\circ}38'41''E$ 1398.45 feet; thence $S8^{\circ}48'15''E$ 0.42 feet; thence along the arc of a 387.00 foot radius curve to the left 13.44 feet through a central angle of $1^{\circ}59'24''$ (chord: $S9^{\circ}47'57''E$ 13.44 feet); thence $S77^{\circ}12'43''W$ 5.18 feet; thence $S30^{\circ}31'18''W$ 168.14 feet; thence $S31^{\circ}18'16''W$ 119.18 feet; thence $S20^{\circ}57'54''W$ 44.07 feet; thence $S6^{\circ}02'03''W$ 86.32 feet; thence $S8^{\circ}22'55''E$ 19.40

feet; thence S27°39'47"E 51.71 feet; thence S38°54'56"E 80.07 feet; thence S39°46'58"E 59.63 feet; thence S43°04'12"E 209.93 feet; thence S53°31'31"E 34.41 feet; thence S44°31'47"E 56.83 feet; thence S41°08'55"E 41.77 feet; thence S36°15'20"E 31.27 feet; thence N67°32'50"E 97.14 feet; thence S44°24'49"E 431.65 feet; thence S40°53'53"E 66.73 feet; thence S44°24'49"E 227.87 feet; thence S39°23'50"E 12.37 feet to the point of beginning.

Contains: ±23.45 Acres

PARCEL "D"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 2421.01 feet and West 1136.95 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 32.65 feet; thence N44°52'42"W 50.95 feet; thence S45°07'18"W 333.48 feet; thence S44°52'42"E 35.00 feet; thence S45°07'18"W 189.53 feet; thence N45°07'17"W 647.10 feet; thence N45°35'11"E 563.76 feet; thence S44°24'49"E 658.75 feet to the point of beginning.

Contains: ±8.03 Acres

PARCEL "E"

A portion of the Northwest Quarter and Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point on the southerly right-of-way line of Kirby Lane being located South 1343.43 feet and West 65.29 feet from the North 1/4 Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of Bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of said Section 18); thence along the southerly right-of-way line of Kirby Lane as defined on that dedication plat filed in the office of the Utah County Recorder, Map No. 2424 (Entry No. 27195:1979) the following two (2) courses: along the arc of a 1125.99 foot radius non-tangent curve to the right (radius bears: S38°08'39"W) 146.20 feet through a central angle of 7°26'22" (chord: S48°08'10"E 146.10 feet); thence S44°24'59"E 248.90 feet; thence S45°35'01"W 298.31 feet to the northerly right-of-way line of US Highway 6; thence N44°32'13"W along said right-of-way line 102.43 feet; thence N0°15'59"E 411.06 feet to the point of beginning.

Contains: ±1.72 Acres

PARCEL "F"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1937.58 feet and West 1301.83 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 204.39 feet; thence N44°24'49"W 196.28 feet; thence N45°35'11"E 204.39 feet; thence S44°24'49"E 196.28 feet to the point of beginning.

Contains: ±0.92 Acres

PARCEL "G"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 1637.77 feet and West 994.24 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 258.39 feet; thence N44°24'49"W 196.28 feet; thence N45°35'11"E

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231.39 feet; thence S39°23'50"E 15.34 feet; thence S44°24'49"E 141.06 feet; thence along the arc of a 21.00 foot radius non-tangent curve to the right (radius bears: S40°22'58"E) 23.79 feet through a central angle of 64°53'45" (chord: N82°03'54"E 22.53 feet); thence S65°29'13"E 28.44 feet to the point of beginning.

Contains: ±1.05 Acres

PARCEL "H"

A portion of the Northeast Quarter of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian described as follows:

Beginning at a point located S0°18'06"E along the Section Line 2163.00 feet and West 431.18 feet from the Northeast Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S45°35'11"W 713.87 feet; thence N44°52'42"W 308.69 feet; thence N45°35'11"E 32.65 feet; thence N44°24'49"W 658.75 feet; thence N45°35'11"E 14.34 feet; thence S44°24'49"E 196.28 feet; thence N45°35'11"E 204.39 feet; thence N44°24'49"W 196.28 feet; thence N45°35'11"E 170.00 feet; thence S44°24'49"E 196.28 feet; thence N45°35'11"E 277.00 feet; thence S44°24'49"E 574.00 feet; thence N45°35'11"E 18.00 feet; thence S44°24'49"E 197.16 feet to the point of beginning.

Contains: ±12.92 Acres

PARCEL "I"

Beginning at a point in the westerly right-of-way line of Highway 6, located N0°18'06"W along the Section Line 127.30 feet and West 2221.40 feet from the East 1/4 Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian; thence S44°32'13"E along said westerly right-of-way line 447.87 feet; thence southwesterly along the arc of a 28.00 foot radius non-tangent curve to the right (radius bears: S83°38'46"W) 25.32 feet through a central angle of 51°49'01" (chord: S19°33'16"W 24.47 feet); thence S45°27'47"W 38.05 feet; thence along the arc of a 180.00 foot radius curve to the left 141.01 feet through a central angle of 44°53'01" (chord: S23°01'16"W 137.43 feet); thence S0°34'46"W 322.82 feet; thence N89°32'54"W 386.36 feet; thence N0°22'09"E 668.42 feet; thence N44°40'41"E 186.44 feet; thence northeasterly along the arc of a 50.00 foot radius non-tangent curve to the right (radius bears: S45°00'15"E) 33.05 feet through a central angle of 37°52'22" (chord: N63°55'56"E 32.45 feet) to the point of beginning.

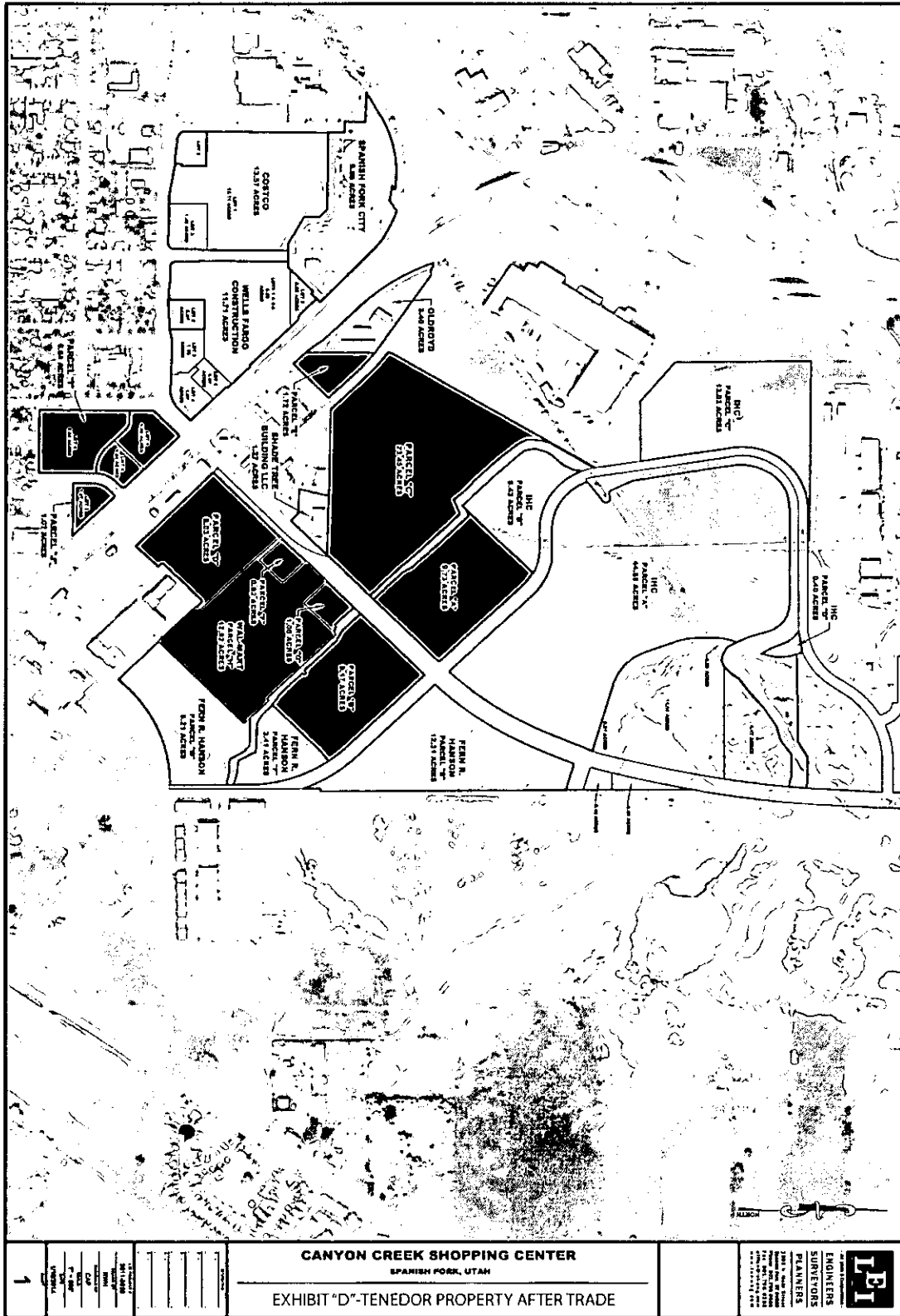
Contains: ±6.64 Acres

PARCEL "J"

Beginning at a point in the westerly right-of-way line of Highway 6, located South 494.27 feet and West 1612.98 feet from the East 1/4 Corner of Section 18, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: N0°18'06"W along the Section Line from the East 1/4 Corner to the Northeast Corner of said Section 18); ; thence N89°50'29"W 323.79 feet; thence N0°34'46"E 124.55 feet; thence along the arc of a 116.00 foot radius curve to the right 90.87 feet through a central angle of 44°53'01" (chord: N23°01'16"E 88.56 feet); thence N45°27'47"E 42.07 feet; thence along the arc of a 33.50 foot radius curve to the right 18.99 feet through a central angle of 32°28'51" (chord: N61°42'12"E 18.74 feet) to the westerly right-of-way line of Highway 6; thence S44°32'13"E along said westerly right-of-way line 344.19 feet to the point of beginning.

Contains: ±1.07 Acres

EXHIBIT D (cont)



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EXHIBIT "E"**(Access Easement Areas)****LOCATION #1, 50' WIDE ACCESS EASEMENT**

A portion of the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located N0°18'18"W 730.78 feet and West 916.94 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence N24°53'56"W 2.04 feet; thence N25°48'04"W 62.34 feet; thence Northeasterly along the arc of a 448.50 foot radius non-tangent curve to the right (radius bears: S62°09'10"E) 25.37 feet through a central angle of 3°14'27" (chord: N29°28'04"E 25.37 feet); thence along the arc of a 415.5 foot radius curve to the left 136.39 feet through a central angle of 18°48'28" (chord: N21°41'03"E 135.78 feet); thence S22°08'47"E 6.75 feet; thence S29°02'27"E 65.10 feet; thence southwesterly along the arc of a 465.50 foot radius non-tangent curve to the right (radius bears: N71°00'03"W) 98.22 feet through a central angle of 12°05'20" (chord: S25°02'37"W 98.03 feet); thence along the arc of a 398.50 foot radius curve to the left 60.79 feet through a central angle of 8°44'24" (chord: S26°43'05"W 60.73 feet) to the point of beginning.

Contains: ±7,953 Sq. Ft.

LOCATION #2, 50' WIDE ACCESS EASEMENT

A portion of the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located N0°18'18"W 1043.94 feet and West 1500.98 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence N89°50'45"W 50.02 feet; thence N1°22'07"W 52.14 feet; thence N89°53'55"E 50.01 feet; thence S1°22'07"E 52.36 feet to the point of beginning.

Contains: ±2,612 Sq. Ft.

LOCATION #3, 50' WIDE ACCESS EASEMENT

A portion of the Southeast Quarter of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located N0°18'18"W 367.45 feet and West 1974.77 feet from the Southeast Corner of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian (Basis of bearing: S0°18'06"E along the Section Line from the Northeast Corner to the East 1/4 Corner of Section 18, T8S, R3E, SLB&M); thence S81°11'45"W 55.68 feet; thence N8°48'15"W 50.00 feet; thence N81°11'45"E 55.24 feet; thence S9°18'52"E 50.00 feet to the point of beginning.

Contains: ±2,773 Sq. Ft.

W
A