

AFTER RECORDING, RETURN TO:

Canyon Creek Advertising L.L.C.
2733 E. Parleys Way, Suite 300
Salt Lake City, Utah 84109



ENT 7863:2014 PG 1 of 23
JEFFERY SMITH
UTAH COUNTY RECORDER
2014 Feb 04 3:54 pm FEE 59.00 BY SS
RECORDED FOR TITLE WEST TITLE CO

GRANT OF SIGN EASEMENT

(Canyon Creek Signage)

This GRANT OF SIGN EASEMENT (this "**Easement Agreement**") is made and entered into as of the 31st day of January, 2014 (the "**Effective Date**"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("**Intermountain Healthcare**"), CANYON CREEK ADVERTISING L.L.C., a Utah limited liability company ("**Grantee**"), and CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company ("**Indemnitor**"), referred to herein individually as a "**Party**" and, collectively, as the "**Parties.**"

WHEREAS, Intermountain Healthcare owns certain real property located in Spanish Fork City, Utah County, State of Utah, as more particularly described in attached **Exhibit "A"** (the "**Intermountain Healthcare Property**");

WHEREAS, Indemnitor owns certain real property located adjacent to, or within the vicinity of, the Intermountain Healthcare Property, depicted in attached **Exhibit "B"**, upon which Indemnitor intends to develop and construct a mixed-used retail center to be commonly known as Canyon Creek (the "**Project**");

WHEREAS, Wal-Mart Real Estate Business Trust, a Delaware statutory trust ("**Wal-Mart**") will be the owner of certain real property located within the Project ("**Wal-Mart Property**");

WHEREAS, Grantee desires to install, operate and maintain, on that portion of the Intermountain Healthcare Property more particularly outlined in attached **Exhibit "C"** as the Sign Easement Area and the Service Easement Area (collectively the "**Sign Easement Property**"), a single pylon sign (the "**Pylon Sign**") with an LED sign on each side (the "**LED Sign**"), together with static signage panels on each side (each a "**Panel**" and collectively the "**Panels**") which Panels will identify occupants, users or tenants within the Project, further, Intermountain Healthcare or, as reasonably determined by Intermountain Healthcare, the Intermountain Healthcare Property, any occupants, users or tenants thereof, and/or any affiliates of Intermountain Healthcare, and Wal-Mart in accordance with the Wal-Mart License Agreement as defined below, all of which shall be designed and constructed consistent with the conceptual drawings shown in attached **Exhibit "D"**;

WHEREAS, subject to the terms and conditions of this Easement Agreement, Intermountain Healthcare is willing to grant to Grantee, solely for the benefit of the Project, Intermountain Healthcare, Wal-Mart, occupants, users, or tenants of the Project, or services or products offered by any of the foregoing, and not otherwise, an easement for the Pylon Sign and the operation and maintenance thereof, together with certain limited, nonexclusive rights to access the Sign Easement Property and to construct and operate underground utility lines and related facilities and improvements as may be reasonably necessary for the Pylon Sign (the Sign Easement Property and the "**Access Easement Property,**" as defined below, shall constitute the "**Easement Property**"); and

WHEREAS, concurrently herewith, Grantee has granted to each of Intermountain Healthcare and Wal-Mart licenses to use a portion of the Pylon Sign, subject to the terms and conditions of separate

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license agreements (individually, the “*Intermountain Healthcare License Agreement*” and the “*Wal-Mart License Agreement*,” or collectively, the “*License Agreements*”).

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this Easement Agreement, as well as the mutual benefits to be derived herefrom, the Parties agree as follows:

1. Grant of Easements. Subject to the terms and conditions of this Easement Agreement, Intermountain Healthcare hereby grants and conveys to Grantee, a perpetual nonexclusive easement upon, over, under and across the Sign Easement Property (the “*Sign Easement*”) for the limited purpose (“*Limited Use*”) of constructing, installing, operating, maintaining, repairing, replacing and removing the Pylon Sign and related utilities, together with limited, nonexclusive rights of ingress and egress over and across only those portions of the Intermountain Healthcare Property that Intermountain Healthcare may designate from time to time (as the same may change from time to time, the “*Access Easement Property*”) as may be reasonably necessary to provide access from the most immediately adjacent public roadway to the Sign Easement Property over and across the Intermountain Healthcare Property for purposes of the Sign Easement, but not otherwise (the “*Access Easement*” and, together with the Sign Easement, the “*Easements*”).

2. Access Easement. As specified above, Intermountain Healthcare, at any time and from time to time, shall have the right and option to relocate the Access Easement to any other location within the Intermountain Healthcare Property, including without limitation over and across any existing roadway or parking areas within the Intermountain Healthcare Property, so long as any such relocated Access Easement shall provide reasonably comparable access to and from the Sign Easement for purposes of the Limited Use. Except as and to the extent that the Access Easement shall be located upon any parking or roadway areas within the Intermountain Healthcare Property and otherwise improved by Intermountain Healthcare, and suitable for purposes of the Limited Use, Grantee shall be solely responsible, cost or otherwise, for the use or improvement of the Easement Property to the extent reasonably deemed necessary by Grantee for its use of the Easements, all subject to the terms and conditions of this Agreement.

3. Construction, Maintenance and Repair of Easement Improvements. In accordance with the terms and conditions of this Easement Agreement, the Parties agree as follows:

(a) Easement Improvements; Review and Approval of Plans. Subject to the terms and conditions of this Easement Agreement, Grantee shall be solely responsible, cost or otherwise, to design, construct, install, operate, maintain, repair, replace and remove any and all improvements required in connection with the Pylon Sign (collectively, the “*Easement Improvements*”), such that, unless otherwise agreed to by the Parties, in writing, and except for any damage caused by or under Intermountain Healthcare, Intermountain Healthcare shall not have any obligation, cost or otherwise, for any part or all of the Easement Improvements. Prior to Grantee’s construction, alteration, replacement, removal or reconstruction of any Easement Improvements, in whole or in part, Intermountain Healthcare shall have the right to review and approve all plans and specifications therefor (the “*Plans and Specifications*”), which approval, except as and to the extent the Plans and Specifications may affect any planned or existing improvements by or under Intermountain Healthcare to the Intermountain Healthcare Property outside the Sign Easement Property, shall not be unreasonably withheld, conditioned or delayed, so long as (i) any such Easement Improvements are reasonably necessary for, and consistent with, the Limited Use, (ii) the Plans and Specifications otherwise are consistent with the terms and provisions of this Easement Agreement, (iii) the Panels, other than by or under Intermountain Healthcare or Wal-Mart, shall only be used for purposes of the Project, its occupants, users or tenants, and (iv) the use of the Pylon Sign shall not violate or contravene, and shall comply with those certain use restrictions affecting the Project, as evidenced by that certain Notice of Use Restrictions, dated as of the 31 day of

January, 2014 and recorded on February, 2014 in the official real estate records of the Utah County Recorder's Office as Document No. 7863:2014. Intermountain Healthcare shall have the right to monitor the construction of any and all Easement Improvements; provided that Intermountain Healthcare's right to so monitor and review plans and specifications relating to the Easement Improvements shall be solely for Intermountain Healthcare's own benefit and Intermountain Healthcare shall have no duty to ensure that the same comply with any legal or insurance requirements, which shall be the sole responsibility and obligation, cost or otherwise, of Grantee. Further, once commenced, Grantee shall diligently prosecute any and all Easement Improvements to completion. In connection with any such Easement Improvements, Grantee shall not suffer or permit all or any part of the Easement Property or the Intermountain Healthcare Property to be used for the storage of construction materials, except as may reasonably be required in connection with the construction, repair or maintenance of the Pylon Sign, without the prior written consent of Intermountain Healthcare, which may be withheld, conditioned or delayed in Intermountain Healthcare's sole discretion.

(b) Comply with Laws. All work related to Easement Improvements shall conform to, and shall be conducted in accordance with, (i) any and all rules, conditions, covenants or restrictions affecting Intermountain Healthcare Property, and (ii) any and all applicable ordinances, laws, rules, standards, regulations (including, without limitation, permitting and approval procedures) and other requirements of any governmental authorities having jurisdiction over Intermountain Healthcare's Property, including, without limitation, those relating to the protection of human health and safety, protection of the environment and the prevention of pollution (as and to the extent applicable, "**Applicable Laws**"). Further, all building and other permits, licenses, permissions, consents and approvals required to be obtained from governmental agencies or third parties in connection with the Easement Improvements, including, without limitation, any improvements, modifications, repairs, or replacements thereof, shall be the sole responsibility, cost or otherwise, of Grantee and shall be secured as required by any and all Applicable Laws. Intermountain Healthcare agrees to cooperate reasonably (as and to the extent reasonably required by Grantee and as and to the extent that Intermountain Healthcare shall not incur any costs or expenses therefor), but such cooperation by Intermountain Healthcare shall not be construed as any consent of any kind or nature to the filing or enforcing against any part of the Intermountain Healthcare Property (inclusive of the Easement Property) of any mechanic's, materialman's, contractor's, subcontractor's, or repairman's lien, claim or encumbrance arising from any Easement Improvements.

(c) Lien Waivers. Grantee shall not permit any lien or claim of preconstruction, construction, mechanics, laborers or materialmen to be filed against the any part of the Intermountain Healthcare Property (inclusive of the Easement Property) for any work, labor or materials furnished, alleged to have been furnished or to be furnished, pursuant to any agreement by or under Grantee. Within ten (10) business days following the completion of any Easement Improvements, Grantee shall provide Intermountain Healthcare with affidavits, lien waivers and other documents as Intermountain Healthcare may reasonably require with respect to any such completed Easement Improvements. Notwithstanding the foregoing, if any lien is so filed against the Intermountain Healthcare Property, or any part thereof, within thirty (30) days after the date of the filing or recording of any such lien, Grantee shall cause the same to be paid and discharged of record, or, if Grantee contests the amount allegedly due or the right of the lienor to make its lien claim, Grantee shall cause a bond for at least 110% of the amount of the disputed lien claim to be issued in favor of Intermountain Healthcare to protect Intermountain Healthcare from any damage resulting from the lien during the entire time of any proceeding in which Grantee contests the lien.

(d) Ownership, Operation and Maintenance of Easement Improvements. Except as and to the extent otherwise agreed in writing by the Parties or as otherwise provided in this Easement Agreement, all Easement Improvements shall remain solely the Property of Grantee. Grantee, at its sole

cost and expense, shall promptly take, or cause to be taken, such actions as may be necessary or appropriate to operate and maintain all Easement Improvements in good condition and repair, consistent with good construction practices and in accordance with all Applicable Laws. Additionally, Grantee shall be solely responsible for any and all utility costs, fees and other charges levied by any utility service providers in connection with the construction, installation, operation, maintenance, repair, replacement and/or removal of the Easement Improvements. All repairs, modifications and replacements of any Easement Improvements shall be equal in quality to the original work. Except (i) for the Pylon Sign itself, (ii) as may be required by Applicable Laws or (iii) only to the extent that, due to engineering and design requirements, certain components of the Easement Improvements (i.e., transformer, cabinets and, within reasonably appropriate housing therefor, access/control panels) must be located at or above ground at various intervals within the Easement Property any and all Easement Improvements shall be located underground within the Easement Property and shall be buried under at least thirty-six (36) inches of cover.

(e) Repair of the Intermountain Healthcare Property. If, in connection with the use, occupation and enjoyment of the Easements hereby granted, Grantee, or any party acting by, through or under Grantee, damages or destroys any Easement Improvements and/or any landscape, hardscape, street, road, sidewalk, structure or other property or improvements of Intermountain Healthcare, Grantee, 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, Grantee shall have additional time as may be required by the circumstances to complete such work, so long as Grantee shall commence the repair or replacement work within such thirty (30) day period and diligently prosecute the same to completion.

4. General Limitations. This Easement Agreement and the rights and privileges granted hereunder shall be subject to and/or limited as follows:

(a) Limited Use; Exercise of Rights. The use of the Easements granted herein shall be limited to the Limited Use set forth in this Easement Agreement, and Grantee's rights under this Easement Agreement shall not be exercised in any manner which unreasonably interferes with (i) any other purposes for which the Intermountain Healthcare Property is being, or will be, used, or (ii) any and all existing rights and easements relating to the Intermountain Healthcare Property or any part thereof.

(b) Additional Easements. Intermountain Healthcare shall retain the right, in its sole discretion, to grant permits, licenses and easements over, across, upon and/or under the Intermountain Healthcare Property to any person or entity for any purpose, and to adopt, amend or any rules, conditions, covenants or restrictions that Intermountain Healthcare may determine to be reasonably necessary or appropriate for the Intermountain Healthcare Property, so long as the same are not inconsistent with the rights and privileges granted under this Easement Agreement.

(c) No Public Rights. Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public or for any other public purpose whatsoever.

(d) Taxes. Grantee shall be solely responsible for, and shall pay any increase in or assessment of property or other taxes that may accrue against, the Intermountain Healthcare Property by reason of the construction and operation of the Easement Improvements or the Easements granted hereunder. Intermountain Healthcare shall not have any liability for any taxes resulting from or associated with the Easement Improvements, except, if any, to the extent attributable to the actions of Intermountain Healthcare other than by reason of this Easement Agreement.

(e) **Hazardous Materials.** Grantee 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 Intermountain Healthcare Property or any part thereof, and, further, shall not create, exacerbate or cause any "**Environmental Condition**" (as defined below) on or about the Intermountain Healthcare Property or any part thereof. As and to the extent caused by the activities of Grantee or the "**Grantee Parties**" (as defined below), Grantee shall and hereby agrees to indemnify, defend, hold harmless and reimburse Intermountain Healthcare and the "**Intermountain Healthcare 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 Grantee or the Grantee Parties. Furthermore, if Grantee violates or breaches this subparagraph, or any portion hereof, Grantee shall take, or cause to be taken, at its sole cost and expense and at the direction of Intermountain Healthcare, such actions as may be necessary or appropriate to treat and dispose of any Hazardous Materials in accordance with all Applicable Laws.

For purposes of this Easement Agreement, "**Hazardous Materials**" shall mean (v) any hazardous or biohazardous substances, pollutants, contaminants, waste by-products and other such materials subject to regulation, investigation, remedial action or response claim under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499, and (vi) any toxic wastes, hazardous substances or petroleum products subject to regulation under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, 96 Stat. 3221, the Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., or the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. Section 136 et seq., and "**Environmental Condition**" shall mean (vii) contamination or pollution of soil, air, surface or groundwater, (viii) the disposal, placement, existence, presence or release or threat of release of a Hazardous Material and the affects thereof, or (ix) noncompliance with or violation of Applicable Law including, without limitation, any lack of required governmental permits or approvals.

(f) **Use by Intermountain Healthcare; Right to Relocate Easement Improvements.** Intermountain Healthcare reserves the right to make any use of the Easement Property so long as any such use does not unreasonably interfere with the rights and interests which are granted to Grantee hereunder. Further, Intermountain Healthcare shall be permitted to install, maintain, repair, relocate and/or replace landscaping, hardscaping, sidewalks, roadways, structures and other improvements upon or beneath the Easement Property, as appropriate or consistent with the use of the Intermountain Healthcare Property, so long as such improvements do not unreasonably interfere with the rights granted to Grantee hereunder and provided that Intermountain Healthcare shall not install improvements within the Service Easement Area which would impede the use thereof by Grantee for sign maintenance and repair vehicles.

5. **Indemnification.** Except as and to the extent due to the gross negligence or willful misconduct of Intermountain Healthcare, Grantee and Indemnitor shall and hereby agree to indemnify, defend and hold harmless Intermountain Healthcare and its trustees, representatives, members, subsidiaries, affiliates, officers, shareholders, employees and agents (collectively, the "**Intermountain Healthcare 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 Intermountain Healthcare Property and/or Intermountain Healthcare, arising from or due to (a) the use, enjoyment or

occupation of the Easement Property by Grantee (inclusive of Grantee's representatives, members, subsidiaries, affiliates, officers, shareholders, employees, contractors and agents (collectively, the "**Grantee Parties**")); (b) any breach, violation or non-performance of any covenant or agreement in this Easement Agreement by the Grantee Parties provided that Indemnitor shall have received notice thereof and been given a reasonable opportunity to cure the same; and/or (c) exercise of the rights and privileges herein granted.

6. Insurance Obligations. Grantee 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 Intermountain Healthcare 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 Property, Grantee 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 Easement Agreement 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 Grantee shall immediately stop all work on and use of the Easement Property 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 Easement Agreement 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 Property or a blanket policy or policies which includes other liabilities, properties and locations of Grantee 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 Grantee or its contractor, as the case may be, in compliance with this Easement Agreement, such party shall be deemed to be covering the amount thereof under an informal plan of self-insurance. Upon Intermountain Healthcare's request, Grantee 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 such Grantee or its contractor, as the case may be, is in full force and effect.

Additionally, the insurance policies required pursuant to this Easement Agreement: (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 7 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.

7. Termination of Easement Agreement; Removal of Easement Improvements; Survival.

(a) In the event Grantee, Wal-Mart and/or Intermountain Healthcare fails to complete construction of the Pylon Sign within sixty (60) months after the Effective Date, this Easement Agreement shall automatically terminate at that time and be of no further force and effect, without the need for any recordable termination instrument or other documentation, but subject to subparagraph 8(e), below.

(b) Grantee may elect at any time to terminate its use of the Easement Property and this Easement Agreement by providing written notice to Intermountain Healthcare of such termination, but in any event, this Easement Agreement shall terminate and be of no further force or effect upon the abandonment (i.e., non-use of the Pylon Sign for a period exceeding 24 consecutive months) of the Easement Improvements by Grantee.

(c) With a limited exception for any "**Retained Improvements**" (as defined below), Grantee shall, within sixty (60) days of the date of termination of this Easement Agreement and at Intermountain Healthcare's direction, remove any and all above and below-grade Easement Improvements, including, without limitation, any footings, below-grade structural supports and the Utility Improvements (collectively, the "**Removal Work**"), and restore the Easement Property, and any other portions of the Intermountain Healthcare Property otherwise altered or affected by the Easement Improvements or the removal thereof (collectively, the "**Affected Property**"), to a condition substantially similar to the then-existing condition of the Intermountain Healthcare Property immediately adjacent to, or within the close vicinity of, the Affected Property (collectively, the "**Restoration Work**"); provided, however, Intermountain Healthcare shall have the right and option to retain some or all of the Easement Improvements (in any case, the "**Retained Improvements**"), in which case Grantee shall not be obligated to perform any removal or restoration work with respect to any such Retained Improvements, and any portions of the Easement Property affected thereby, and, further, Grantee shall forfeit and, further, shall be deemed to convey and transfer to Intermountain Healthcare any and all right, title and interest in and to the Retained Improvements as of the date of termination of this Easement Agreement and, further, shall execute and deliver such instruments or documents, for no additional consideration, as may be reasonably necessary or appropriate to evidence any such forfeiture, conveyance and transfer. In the event that Grantee fails to complete all or any portion of the Removal Work and/or the Restoration Work,

Intermountain Healthcare, at its option but not obligation, may cause such work to be commenced and completed and, in any such event, Grantee shall reimburse Intermountain Healthcare for the total cost of such work within thirty (30) days after receipt of written notice therefor, which notice shall include written documentation of such incurred costs. If any such amounts have not been paid in full within such thirty (30) day period, then, in addition to any other rights or remedies to which Intermountain Healthcare may be entitled under this Easement Agreement or any and all Applicable Laws, Grantee shall pay interest on any such unpaid amounts at a rate of the greater of twelve percent (12%) per annum or two percent (2%) over prime rate applicable with Wells Fargo Bank NA until all such amounts are paid in full.

(d) Immediately following the termination of this Easement Agreement, the Parties shall execute and record such instruments as Intermountain Healthcare may reasonable require confirming the termination of the Easements and this Easement Agreement and Grantee's disclaimer of any and all right, title or interest in and to the Easement Property arising under or by reason of this Easement Agreement.

(e) The provisions of this Paragraph are intended to, and shall, survive the termination of this Easement Agreement.

8. Condemnation. If the whole of the Easement Property, or any portion thereof which renders the remainder impracticable for use and operation of the Pylon Sign, shall be taken for any public or quasi-public use under any statute or by the right of eminent domain or by private purchase in lieu thereof (a "**Taking**"), then Intermountain Healthcare and Grantee agree to cooperate in applying for an in prosecuting any claim for such Taking and further agree that the aggregate net award, after deducting all expenses and costs, including attorneys' fees, incurred in connection therewith, payable to either Intermountain Healthcare or Grantee, shall be divided between Intermountain Healthcare and Grantee as follows: the then-appraised value of the Grantee's Easement interest and of the Easement Improvements, as determined by MAI appraisal, shall be allocated to Grantee (subject to any pro-rata allocation to Intermountain Healthcare based on Intermountain Healthcare's contribution to the costs of construction of any of the Easement Improvements, as provided in the Intermountain Healthcare License Agreement), and the remainder shall be allocated to Intermountain Healthcare.

9. Covenants; Successors and Assigns. Subject to the terms, limitations and conditions set forth in this Easement Agreement, the Easements shall (a) constitute covenants running with the land; (b) bind and benefit the Project and its owner and successors and assigns, including every person having any fee, leasehold, mortgage lien or other interest in and to the Project, however acquired; and (c) bind and benefit the Intermountain Healthcare Property and its owner and successors and assigns, including every person having any fee, leasehold, mortgage lien or other interest in and to the Intermountain Healthcare Property, however acquired.

10. Notice. All communications, consents, and other notices provided for in this Easement Agreement shall be in writing and shall be effective on the date hand-delivered (received), sent by electronic mail or 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 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 in writing to the other Parties.

(b) If to Grantee, to:

Canyon Creek Advertising L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Office of General Counsel

with a simultaneous copy to:

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

or to such other addresses as Grantee may designate in writing to the other Parties.

(c) If to Indemnitor, to:

Canyon Creek Commercial Center L.L.C.
c/o Woodbury Corporation
2733 East Parleys Way, Suite 300
Salt Lake City, Utah 84109
Attention: Office of General Counsel

with a simultaneous copy to:

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

or to such other address as Indemnitor may designate in writing to the other Parties.

11. Miscellaneous.

(a) No Waiver; Severability. The failure of any 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 such 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. Invalidation

of any one of the covenants or restrictions set forth in this Easement Agreement by judgment or court order shall in no way affect all other provisions, which shall remain in full force and effect.

(b) Counterparts; Successors and Assigns; Recitals and Exhibits. This Easement Agreement may be executed in counterparts, all of which taken together shall constitute one agreement, binding upon and inuring to the benefit of the Parties hereof and their respective successors and assigns. All recitals and exhibits referred to herein and attached hereto are incorporated herein by this reference.

(c) Integration; Amendments; Governing Law. This Easement Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. This Easement Agreement shall be recorded in the Office of the Utah County, Utah Recorder (the "**Official Records**") and, further, may not be modified except with the consent of Intermountain Healthcare and Grantee and, then, only by written instrument duly executed by the Parties and recorded in the Official Records. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party, and shall be governed by and construed in accordance with the laws of the State of Utah.

(d) Limitation on Damages. NOTWITHSTANDING ANY OTHER TERM OR CONDITION OF THIS EASEMENT AGREEMENT, EXCEPT FOR A BREACH BY EITHER PARTY OF THE TERMS AND CONDITIONS OF THIS EASEMENT AGREEMENT BY REASON OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF INTERMOUNTAIN HEALTHCARE OR GRANTEE, AS THE CASE MAY BE, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OF ANY KIND OR NATURE, REGARDLESS OF THE FORM OF ACTION AND EVEN IN THE EVENT THAT SUCH PARTY IS ADVISED OF THE POSSIBILITY THAT SUCH DAMAGES MAY ARISE, OCCUR OR RESULT.

(e) Waiver of Jury Trial. EACH PARTY TO THIS EASEMENT AGREEMENT IRREVOCABLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO DEMAND THAT ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY RELATED TO THIS EASEMENT AGREEMENT OR THE RELATIONSHIPS OF THE PARTIES HERETO BE TRIED BY JURY. THIS WAIVER EXTENDS TO ANY AND ALL RIGHTS TO DEMAND A TRIAL BY JURY ARISING UNDER COMMON LAW OR ANY APPLICABLE STATUTE, LAW, RULE OR REGULATION. FURTHER, EACH PARTY HERETO ACKNOWLEDGES THAT IT IS KNOWINGLY AND VOLUNTARILY WAIVING ITS RIGHT TO DEMAND TRIAL BY JURY.

(f) Attorneys' Fees. If any legal action or other proceeding is brought to enforce this Easement Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Easement Agreement, the successful or prevailing Party shall be entitled to recover their reasonable attorneys' fees, and any other fees and costs incurred in the action or proceeding, including appeals, in addition to any other relief to which such Party may be entitled.

(g) No Joint Venture; Construction; No Third Party Rights; Survival. The provisions of this Easement Agreement 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 or among the Parties. The provisions of this Easement Agreement shall be construed as a whole and not strictly for or against any Party. Except as expressly set forth herein, this Easement Agreement does not otherwise create any rights in any third party. Without limiting or otherwise affecting the terms and conditions of Paragraph 8, above, the indemnifications and other provisions of this Easement Agreement, which by their nature are intended to survive the termination of this Easement Agreement, shall survive the termination of this Easement Agreement.

[signatures and acknowledgments on following page(s)]



IN WITNESS WHEREOF, Intermountain Healthcare has executed and delivered this Easement Agreement as of the Effective Date.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

By: [Signature]
Print Name: Clay L. Ashdown
Its: AVP

Dated this 29 day of January, 2014.

INTERMOUNTAIN HEALTHCARE ACKNOWLEDGMENT

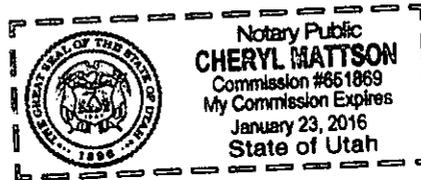
STATE OF UTAH)

: ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 29th day of January, 2014, by Clay Ashdown, the AVP of IHC Health Services, Inc., a Utah nonprofit corporation.

[Signature]
Notary Signature and Seal



IN WITNESS WHEREOF, Grantee has executed and delivered this Easement Agreement as of the Effective Date.

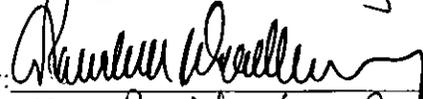
CANYON CREEK ADVERTISING L.L.C., a Utah limited liability company

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

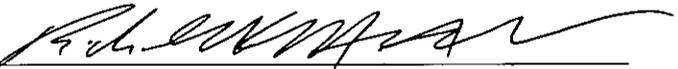
By: Woodbury Corporation, a Utah corporation Its Manager

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

Dated this 31st day of January, 2014.

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

Dated this 31st day of January, 2014.

By: 
Richard L.K. Mendenhall, Manager

Dated this 31st day of January, 2014.

GRANTEE ACKNOWLEDGMENT

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

The foregoing instrument was acknowledged before me this 30th day of January, 2014, by Jeffrey K. Woodbury, the Vice President of Woodbury corporation, a Utah corporation, which is the Manager of Tenedor L.L.C., a Utah limited liability company, which is the Manager of Canyon Creek Advertising L.L.C., a Utah limited liability company.



Notary Public
DEBORA MART
Commission #669843
My Commission Expires
September 10, 2017
State of Utah

[Signature]
Notary Signature and Seal

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

The foregoing instrument was acknowledged before me this 30th day of January, 2014, by D. Randall Woodbury, the President of Woodbury corporation, a Utah corporation, which is the Manager of Tenedor L.L.C., a Utah limited liability company, which is the Manager of Canyon Creek Advertising L.L.C., a Utah limited liability company.



Notary Public
DEBORA MART
Commission #669843
My Commission Expires
September 10, 2017
State of Utah

[Signature]
Notary Signature and Seal

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

The foregoing instrument was acknowledged before me this 30th day of January, 2014, by Richard L.K. Mendenhall, the Manager of Tenedor L.L.C., a Utah limited liability company, which is the Manager of Canyon Creek Advertising L.L.C., a Utah limited liability company.



Notary Public
DEBORA MART
Commission #669843
My Commission Expires
September 10, 2017
State of Utah

[Signature]
Notary Signature and Seal

W

IN WITNESS WHEREOF, Indemnitor has executed and delivered this Easement Agreement as of the Effective Date.

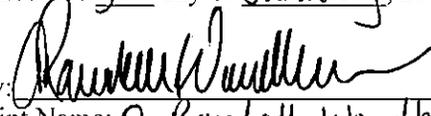
CANYON CREEK COMMERCIAL CENTER L.L.C., a Utah limited liability company

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: O. Randall Woodbury
Title: President

Dated this 31st day of January 2014.

By: 
Richard L.K. Mendenhall, Manager

Dated this 31st day of January, 2014.

INDEMNITOR ACKNOWLEDGMENT

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

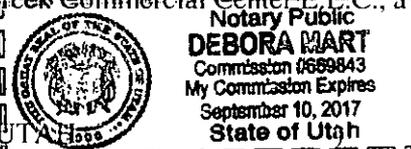
The foregoing instrument was acknowledged before me this 30th day of January, 2014, by Jeffrey K Woodbury, the Vice President of Woodbury corporation, a Utah corporation, which is the Manager of Tenedor L.L.C., a Utah limited liability company, which is the Manager of Canyon Creek Commercial Center L.L.C., a Utah limited liability company.



[Signature]
Notary Signature and Seal

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

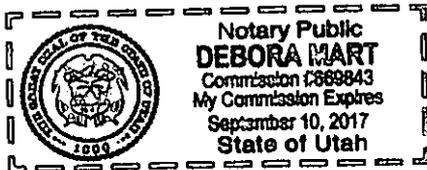
The foregoing instrument was acknowledged before me this 30th day of January, 2014, by O. Randall Woodbury, the President of Woodbury corporation, a Utah corporation, which is the Manager of Tenedor L.L.C., a Utah limited liability company, which is the Manager of Canyon Creek Commercial Center L.L.C., a Utah limited liability company.



[Signature]
Notary Signature and Seal

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

The foregoing instrument was acknowledged before me this 30th day of January, 2014, by Richard L.K. Mendenhall, the Manager of Tenedor L.L.C., a Utah limited liability company, which is the Manager of Canyon Creek Commercial Center L.L.C., a Utah limited liability company.



[Signature]
Notary Signature and Seal

[Handwritten initials]

Exhibit "A"*(Legal Description of the Intermountain Healthcare Property)***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

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 INTERMOUNTAIN HEALTHCARE PROPERTY.

Exhibit "B"

(Depiction of the Project)

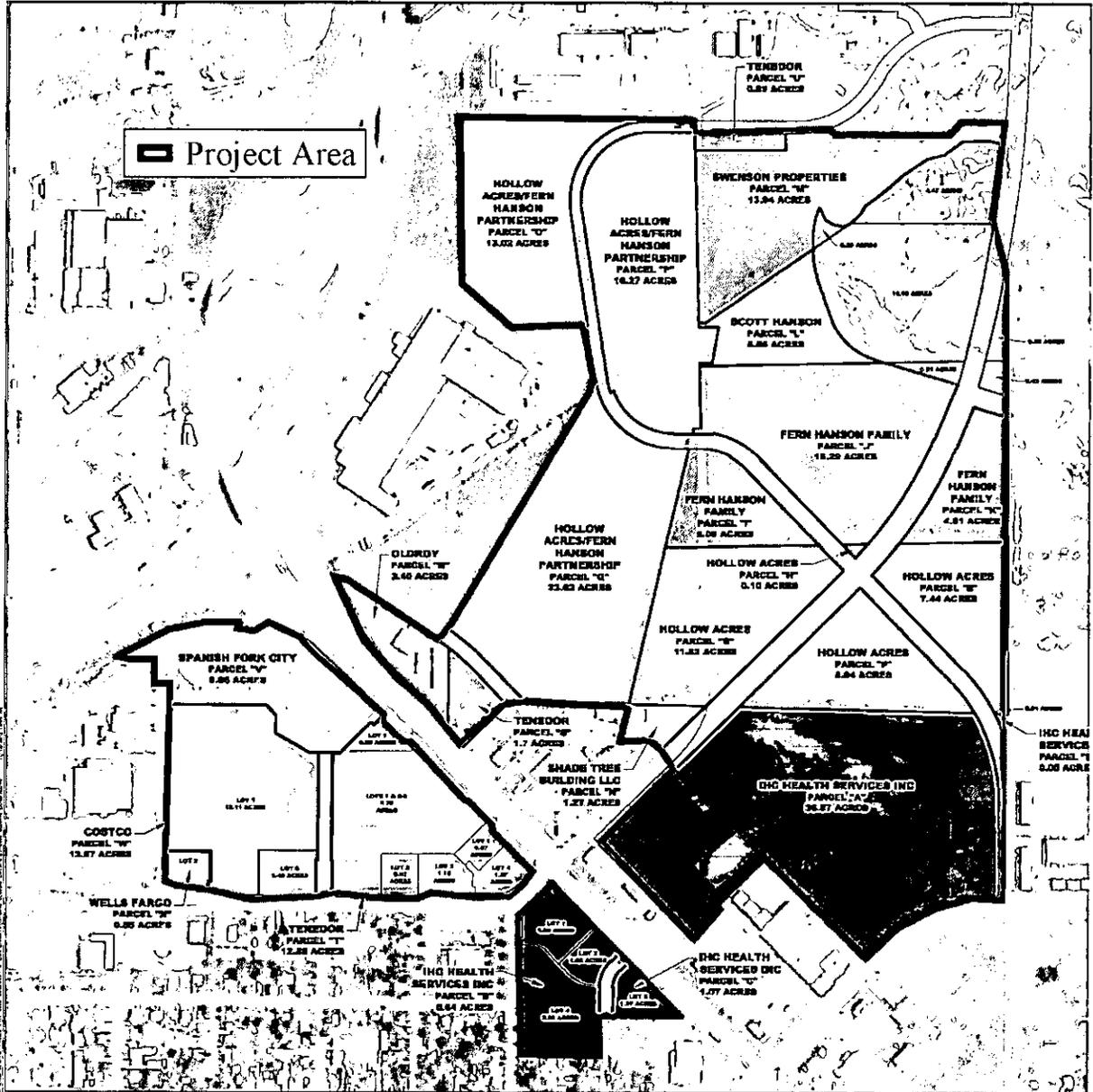


Exhibit "C"

(Description and Depiction of the Easement Property)

SERVICE EASEMENT AREA

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 a point located N0°18'18"W 1063.79 feet and West 2587.85 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°01'47"W 82.03 feet; thence N0°32'42"W 84.03 feet; thence S89°01'25"E 82.03 feet; thence S0°32'42"E 84.02 feet to the point of beginning.

Contains: ±0.16 Acres

SIGN EASEMENT AREA

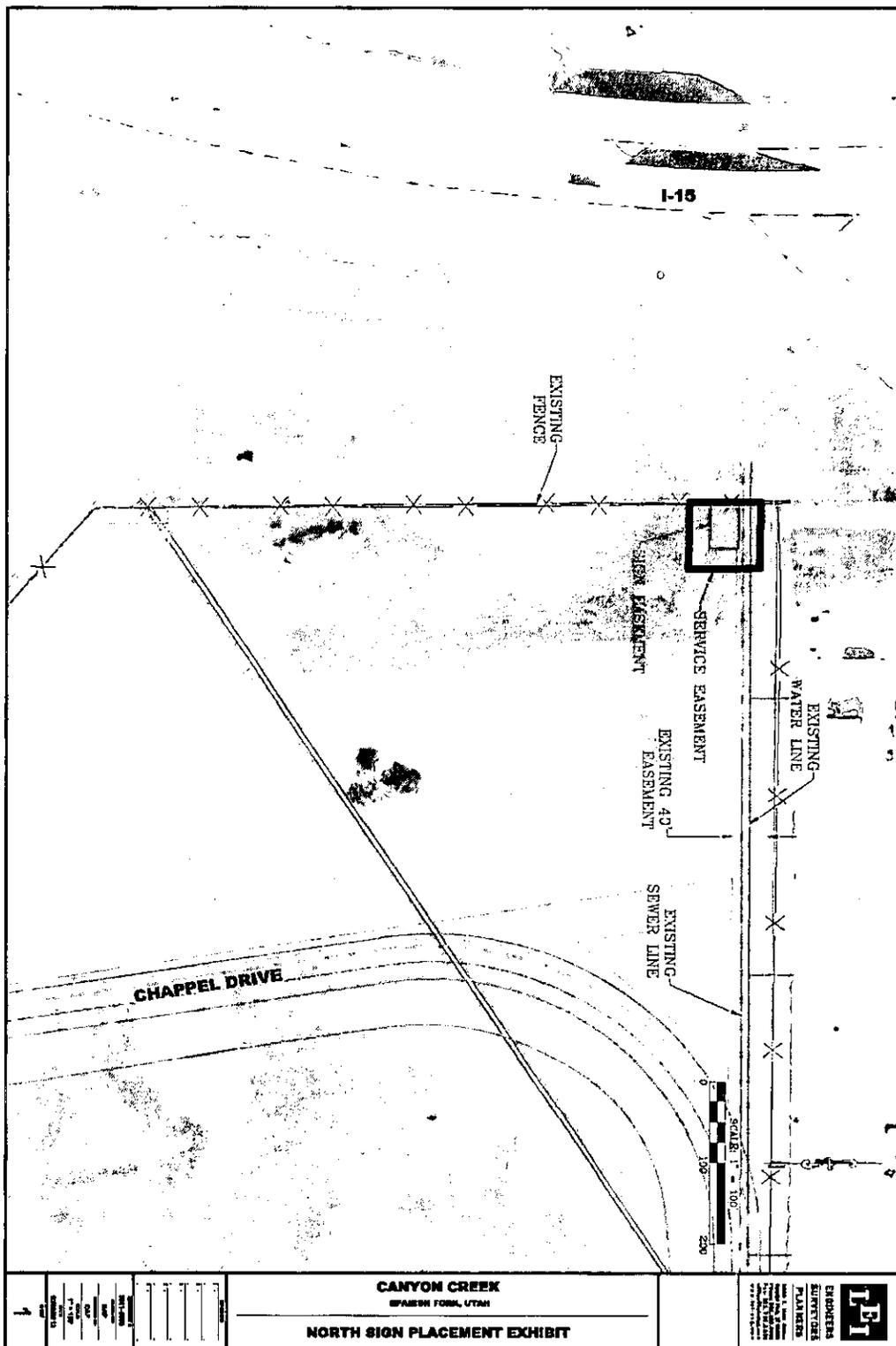
A portion of the South Half of Section 7, Township 8 South, Range 3 East, Salt Lake Base and Meridian, described as follows:

Beginning at a point located N0°18'18"W 1089.23 feet and West 2612.96 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°01'47"W 57.02 feet; thence N0°32'42"W 34.01 feet; thence S89°01'25"E 57.02 feet; thence S0°32'42"E 34.01 feet to the point of beginning.

Contains: ±0.04 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 EASEMENT PROPERTY.

Exhibit "C" (cont)

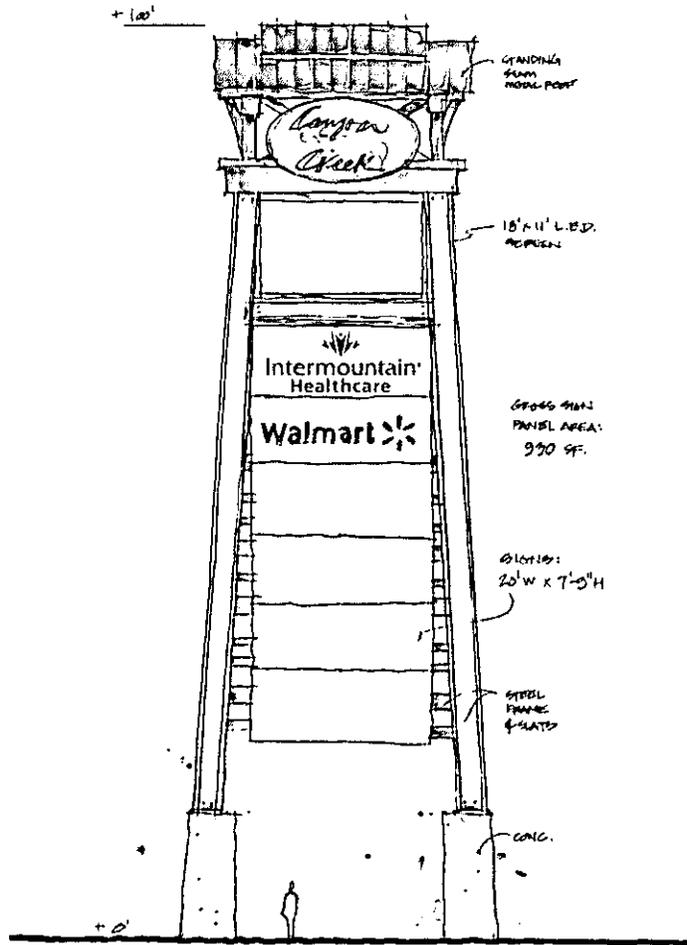


Handwritten initials/signature

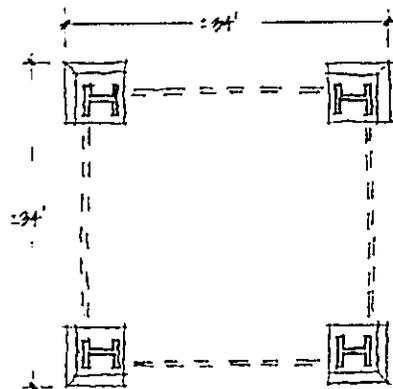
Exhibit "D"
(Conceptual Drawing of Pylon Sign)
(see attached)

Handwritten initials or signature in the bottom right corner of the page.

EXHIBIT "D"



REGIONAL PYLON SIGN @ 1:15 N.



Pylon Sign Plan
NTS.