

Recording Requested By and
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✓ CAROL JEAN PAGE, DAVIS CNTY RECORDER
1994 JUN 20 4:00 PM FEE 82.00 DEP JB
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

LATHAM & WATKINS
633 West Fifth Street
Suite 4000
Los Angeles, CA 90071
Attention: Ane Slocum Cahill

D-8395-94

04-144-0001

SPECIAL WARRANTY DEED WITH USE RESTRICTIONS AND EASEMENT AGREEMENT

THE STATE OF UTAH)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIS)

THAT HOSPITAL CORPORATION OF UTAH, a Utah corporation ("Grantor"), for and in consideration of the sum of Two Hundred Seventy-Five Thousand Six Hundred Twenty-Two and No/100 Dollars (\$275,622.00) and other good and valuable consideration to it in hand paid by HEALTH CARE PROPERTY INVESTORS, INC., a Maryland corporation ("Grantee"), the receipt and sufficiency of which are hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Grantee, the following described real property located in the County of Davis, State of Utah, to wit: (a) the land described in Exhibit A attached (the "Land"); (b) all of the existing structures or improvements situated on the Land; (c) all right, title and interest of Grantor, if any, in and to all easements and rights of way used in connection with any of the Land or as a means of ingress to or egress from the Land; (d) all right, title and interest of Grantor

(present or reversionary), if any, in and to any and all mineral rights (including, without limitation, all oil, gas and other hydrocarbons) and any other minerals relating to the Land; and (e) all of Grantor's right title and interest, if any, in each and every right, benefit, privilege, tenement, hereditament, and appurtenance on or in any wise incident or appertaining to the Land (the real property and real property interests described in the foregoing clauses (a) through (e) being herein collectively referred to as the "Property").

The Property is conveyed subject to all of the matters set forth in Exhibit B attached hereto.

TO HAVE AND TO HOLD the Property, unto Grantee, its successors and assigns, forever; and Grantor does hereby bind itself, its heirs, executors, legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, other than the rights, interests, and claims described or referred to in Exhibit B attached hereto and the terms, conditions, covenants, agreements, easements and other provisions set forth below, but not otherwise.

The Property is being purchased by Grantee for the purpose of constructing a medical office building and other related improvements on the Land in a manner agreed upon by Grantor and Grantee and Healthtrust, Inc. - The Hospital Company, a Delaware corporation (hereinafter referred to as "Healthtrust"), and Grantor

is contemporaneously entering into a lease (hereinafter referred to as the "Lease"), dated as of even date herewith, between Grantee, as lessor, and Grantor, as lessee, covering the Property and the medical office building to be constructed thereon. Accordingly, as part of the consideration for this conveyance and by acceptance of this deed, Grantee, on behalf of itself and all successor owners of the Property, agrees that the Property shall be held and conveyed subject to the terms, conditions, covenants, agreements, easements and other provisions set forth below.

1. Definitions.

As used in this Paragraph 1 and in Paragraphs 2 through 14 of this deed, the following terms shall have the following meanings:

(a) "Grantor" shall mean Hospital Corporation of Utah, a Utah corporation, and each subsequent owner of the Hospital Parcel; provided, however, if the Hospital Parcel is subdivided, then for purposes of Paragraphs 2 through 8 below, "Grantor" shall mean the owner of the portion of the Hospital Parcel upon which the Hospital is located.

(b) "Grantee" shall mean Health Care Property Investors, Inc., a Maryland corporation, and each subsequent owner of the Property.

(c) "Hospital" shall mean the general acute care hospital or other healthcare facility that may now or hereafter be located on the Hospital Parcel or any part thereof.

(d) "Hospital Parcel" shall mean the parcel of the land described on Exhibit C attached hereto and incorporated herein by this reference.

(e) "Land" shall have the meaning as set forth above.

(f) "Lessee" shall mean Grantor or any successor in interest or any permitted assignee of its leasehold interest under the Lease.

(g) "Parking Easement Parcel" shall mean those portions of the Hospital Parcel as shown and described on Exhibit D attached hereto and made a part hereof.

(h) "Property" shall have the meaning as set forth above, and shall also include all buildings and other improvements now or hereafter located on the Land.

(i) "Plat" shall mean that certain Final Plat of Lakeview Life Center, a Utah Subdivision located in a portion of the SW $\frac{1}{4}$ of Section 20, Township 2 North, Range 1 East, Salt Lake Base & Meridian, Bountiful City, Davis County, Utah, as recorded in Book No. 1771, Page No. 318 of the Plat Records of Davis County, Utah.

(j) "Utility Easement Parcel" shall mean the Hospital Parcel.

2. Use of the Property.

No health care services which are provided at or in the Hospital to inpatients or outpatients may be provided in or on the Property or any part thereof; provided, however, that this restriction shall not apply to health care services provided on or in the Property by Grantor as the Lessee of the Property, or its subtenants or any assignee of Grantor's leasehold interest in the Property pursuant to the Lease; provided, further, that such restriction shall not prohibit any space within the Property occupied by a licensed physician or physician group from being used as such physician's or physician group's medical office for the private practice of medicine or prohibit the performance by such physician or physician group in such space of health care services customarily provided in a physician's office for his or her own patients; and provided, further, that such restriction shall not apply to any retail pharmacy services provided on or in the Property.

3. Lapse.

Subject to the provisions of Paragraphs 4 through 7 below, all use restrictions provided for in Paragraphs 2 through 7 hereof shall lapse if and when (a) the Lease and Lessee's right to possession of the Property have been terminated by reason of the occurrence of an "Event of Default" (as defined in the Lease), or (b) if at any time after the date of expiration or earlier termination of the Lease (hereinafter referred to as the "Expiration Date"), the Hospital is no longer being operated as a

health care facility whether due to damage or destruction or some other cause (such non-operation of the Hospital as a health care facility is hereinafter referred to as "Closure").

4. Certification.

All use restrictions provided for in Paragraphs 2 through 7 hereof shall lapse immediately and permanently upon Closure unless Grantor delivers to Grantee within thirty (30) days after the later of the Expiration Date or the date the Closure occurs (hereinafter referred to as the "Closure Date", regardless of whether before or after the Expiration Date), a certificate stating the intention to re-open the Hospital, the projected date for such re-opening, and that the Grantor has the means to accomplish such re-opening within such time. At the request of either Lessee or Grantee, any certificate provided pursuant to this paragraph shall be recorded in the land records of Davis County, Utah, at the expense of the party requesting recordation. At the request of Lessee, Grantee shall provide to Lessee, within thirty (30) days of receipt of such request, a certificate stating if and when it has received any certificate from Grantor pursuant to this Paragraph 4, and stating Grantee's understanding of the status of the Closure and/or reopening of the Hospital. Such certificate of Grantee shall be in recordable form and may also be recorded at Lessee's expense.

5. Closure for Other than Damage or Destruction.

If Grantor provides to Grantee the Certificate required in Paragraph 4 above, and the Closure is for any reason other than damage or destruction to the Hospital, then Grantor shall have one hundred twenty (120) days after the later of the Closure Date or the Expiration Date in which to re-open the Hospital. If the Hospital is re-opened within such one hundred twenty (120) day period, all use restrictions set forth in Paragraphs 2 through 7 hereof shall thereupon be reinstated. If the Hospital is not re-opened within such one hundred twenty (120) day period, then all use restrictions set forth in Paragraphs 2 through 7 hereof shall expire immediately and permanently and be of no further force or effect.

6. Closure Due to Damage or Destruction.

If the Grantor provides to Grantee the Certificate required in Paragraph 4 above, and the Closure is due to damage or destruction to the Hospital, then all use restrictions provided for in Paragraphs 2 through 7 hereof shall be reinstated upon completion of the repair and restoration of the Hospital; provided, however, that if such repair and restoration takes longer to complete than twelve (12) months from the date of such damage or destruction or the Expiration Date, whichever is later, the lapse of all use restrictions provided for in Paragraphs 2 through 7 hereof shall be in effect for a period of three (3) years from the later of such dates. Thereafter, all use restrictions provided for in Paragraphs 2 through 7 hereof shall be reinstated upon

completion of the repair and restoration of the Hospital, provided such repair and restoration has been completed within such three year period; otherwise, the use restrictions provided for in Paragraphs 2 through 7 hereof shall lapse permanently and be of no further force or effect. Completion of repair and restoration shall be certified by the Grantor to Grantee by a written certificate stating the date of completion of such repair and restoration. Grantor may record such certificate in the land records of Davis County, Utah.

7. Services During Closure.

During any Closure, Grantee may lease space in the Property to tenants providing any ancillary medical services or otherwise allow space in the Property to be used for the provision of any ancillary medical services, regardless of whether the use restrictions set forth in Paragraphs 2 through 7 hereof are subsequently reinstated; provided, however, that no such lease shall have a term that extends past the date of any subsequent reinstatement of the use restrictions set forth in Paragraphs 2 through 7 hereof and any service provided in the Property in violation of such use restrictions shall cease to be provided upon reinstatement of such use restrictions.

8. Documentation of the Elimination of the Use Restrictions.

If and when the use restrictions provided for in Paragraphs 2 through 7 hereof lapse and are incapable of reinstatement hereunder, Grantor shall execute within thirty (30) days after a written request from Grantee, a certificate in

recordable form stating that such use restrictions are of no further force or effect.

9. Easements Granted by Grantor.

(a) Parking Easement. Grantor grants to Grantee a perpetual non-exclusive easement for pedestrian and motor vehicle ingress and egress to the Land and for the parking of motor vehicles on, over and across such paved driveways and parking areas as may be now or hereafter located on the Hospital Parcel. Grantor reserves the right to grant similar easements and licenses to others for the use of the parking areas and drives located on the Hospital Parcel as shall be determined in the sole discretion of Grantor to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the Hospital Parcel or any part thereof, so long as the total number of parking spaces located on the Hospital Parcel and on any other land in the vicinity of the Hospital Parcel upon which Grantor has a right or easement to park is sufficient to comply with all applicable governmental requirements regarding the total number of parking spaces required for the buildings located on the Hospital Parcel and such other land. Grantor and such other persons to whom it may have granted easements or licenses for parking on the Hospital Parcel, the tenants and subtenants of Grantor and such other persons to whom there are granted easements or licenses for parking on the Hospital Parcel and their respective partners, officers, employees, agents, contractors and invitees shall have the right to use the parking areas and drives located on the Hospital Parcel for the parking of

motor vehicles in common with Grantee. Grantor shall have the right (a) to reconfigure the layout of any drives and parking areas located on the Hospital Parcel, (b) to close temporarily any drives and parking areas located on the Hospital Parcel in the event necessary for repairs and maintenance, and (c) to permanently close and/or remove parking spaces and drives or other improvements in any area where parking spaces or drives may now or hereafter be located, and build structures, buildings and other improvements in such areas, including without limitation, additional buildings on then existing drives and parking spaces on the Hospital Parcel, so long as after any such reconfiguration or permanent closure or removal, the sum of the number of parking spaces remaining available for use by Grantee on the Parking Easement Parcel and/or on any other portion of the Hospital Parcel in the immediate vicinity of the Parking Easement Parcel, the location of which shall have been approved by Grantee, which approval shall not be unreasonably withheld, equals not less than 59 parking spaces, and access thereto is not materially impaired, and so long as the total number of parking spaces located on the Hospital Parcel and on any other land in the vicinity of the Hospital Parcel upon which Grantor has a right or easement to park is sufficient after any such reconfiguration or permanent closure or removal to comply with all applicable governmental requirements regarding the total number of parking spaces required for the buildings located on the Hospital Parcel and such other land. In order to maintain necessary or desirable parking spaces or drives before, during or

after any such reconfiguration or permanent closure or removal of parking spaces, Grantor may construct parking decks, parking structures, garages, parking spaces, drives and/or other improvements on any part of the Hospital Parcel. Grantor may install barriers and devices to control access to the parking areas located on the Hospital Parcel so long as the use thereof by Grantee is not materially impaired. In connection with the use of the easement granted herein, Grantee shall comply with such reasonable rules and regulations as may be adopted by Grantor from time to time. The foregoing easement shall not include the right to park or otherwise stop vehicles in the entrances, driveways or lanes on the Hospital Parcel. The easement granted by Grantor pursuant to this Paragraph 9(a) and the terms and provisions of this Deed pertaining to such easement shall apply to the Parking Easement Parcel as shown on the Plat and to all other paved driveways and parking areas now or hereafter located on the Hospital Parcel.

(b) Pedestrian Ingress and Egress Easement. Grantor grants to Grantee a perpetual non-exclusive easement for pedestrian ingress and egress to and from the Land by Grantee on, over and across all sidewalks that may now or hereafter be located on the Hospital Parcel. Grantor reserves the right to grant similar easements and licenses to others for use of such sidewalks located on the Hospital Parcel, as Grantor shall determine in its sole discretion to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the buildings now or

hereafter located on the Hospital Parcel. In addition, nothing herein contained shall limit or restrict Grantor's right to (i) relocate or reconfigure the layout of any sidewalks (or any part thereof) to other locations on the Hospital Parcel, (ii) close temporarily any sidewalks (or any part thereof) located on the Hospital Parcel in the event necessary for repairs and maintenance, or (iii) close and/or remove permanently any sidewalks (or any part thereof) on the Hospital Parcel; provided that Grantee shall at all times have reasonable access for pedestrian ingress and egress between the Land and the Parking Easement Parcel and between the Land and the entrances and exits of the Hospital. Furthermore, Grantor may impose from time to time reasonable rules and regulations for the use of the sidewalks located on the Hospital Parcel so long as the use by Grantee of such sidewalks is not materially impaired, and Grantee shall comply with all such reasonable rules and regulations.

(c) Drainage Easement. Grantor grants to Grantee a perpetual non-exclusive easement (i) to use all of the storm and surface water drainage pipes, conduits, basins, excavations, swales and other improvements (collectively, the "Drainage Facilities") now or hereafter located on, in or under the Hospital Parcel, for the purposes of collecting, directing, retaining, detaining and disposing of storm and surface water runoff from the Land, and (ii) to otherwise drain surface water accumulated on the Land over and across the Hospital Parcel, provided the Drainage Facilities located on the Land are adequately maintained for the proper

collection, detention, retention and disposal of storm water and surface water generated from or accumulated on the Land and such Drainage Facilities located on the Land are in compliance with all applicable governmental requirements governing the directing, retention, detention and disposal of storm and surface water runoff. Grantor reserves the right to use those portions of the Hospital Parcel on, in or under which Drainage Facilities may now or hereafter be located for any purpose not inconsistent with the rights granted herein, including without limitation, the installation, use and operation of driveways, parking areas and landscaping, provided that Grantee's use of the Drainage Facilities is not unreasonably impaired. Grantor further reserves the right to grant similar easements and licenses to others for the use of the Drainage Facilities now or hereafter located on, in or under the Hospital Parcel as shall be determined by Grantor to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the Hospital Parcel or any part thereof, provided that Grantee's use of the Drainage Facilities is not unreasonably impaired. Grantor shall have the right at its sole cost and expense to modify or reconfigure the Drainage Facilities or to relocate the Drainage Facilities to other locations on, in or under the Hospital Parcel, provided the capacity of such Drainage Facilities to collect, direct, retain, detain and dispose of storm and surface water runoff from the Land is not materially reduced or unreasonably impaired as a result of any such modification, reconfiguration or relocation. Grantee shall have the right at its

sole cost and expense and with Grantor's prior written consent, which consent may not be unreasonably withheld, to relocate any Drainage Facilities now or hereafter located on, in or under the Hospital Parcel to other locations on, in or under the Hospital Parcel if desired by Grantee in connection with the relocation of any Drainage Facilities now or hereafter located on, in or under the Land, provided the capacity of such Drainage Facilities to collect, direct, retain and dispose of storm and surface water runoff from the Hospital Parcel is not materially reduced or unreasonably impaired as a result of any such relocation and provided any such relocation does not interfere with the use and enjoyment by Grantor of the Hospital Parcel and the improvements from time to time located thereon, except to the extent reasonably necessary to accomplish such relocation.

(d) Utility Easement. Grantor hereby grants to Grantee a perpetual nonexclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove in, under, on, over and across the Utility Easement Parcel, such conduits, wires, lines, pipes and mains and other necessary utility structures and improvements (all of the foregoing being hereinafter referred to collectively as the "Utility Facilities") for the transmission and/or provision of electricity and electrical services, natural gas, telephone and telecommunications services, and water (each a "Utility" and collectively the "Utilities") to the Land as are reasonably necessary in connection with the use and enjoyment of the Land. Grantor reserves the right to use the Utility Easement

Parcel for any purpose, including without limitation the installation, use and operation of driveways, parking areas and landscaping, provided that the use of the Utility Easement Parcel by Grantee for the purposes permitted hereinabove, including, without limitation, the ability to repair and replace necessary utility structures and improvements, is not unreasonably impaired. Notwithstanding the foregoing, but subject to Grantor's right to relocate Utility Facilities as hereinafter set forth, Grantor shall not construct any buildings over any Utility Facilities providing for the transmission and/or provision of any Utility to the Land. Grantor shall have the right to reconfigure the Utility Easement Parcel or relocate the Utility Easement Parcel and the Utility Facilities to other locations on the Hospital Parcel, provided in the event of any such relocation or reconfiguration, (i) Grantor shall relocate and reconstruct such Utility Facilities at its sole cost and expense, (ii) there shall be no interference with or disruption of services provided by such Utility Facilities to the Land, except to the extent reasonably necessary to accomplish the reconfiguration or relocation and (iii) the use of the Utility Easement Parcel by Grantee for the purposes permitted hereinabove is not unreasonably impaired. Grantee shall at its sole cost and expense, maintain all Utility Facilities installed in the Utility Easement Parcel by Grantee or which provide service to the Land, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the

Utility Easement Parcel are disturbed or damaged in the course of the installation of any Utility Facilities by Grantee, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by Grantee, or its agent or contractors, Grantee shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage. Upon completion of construction and installation of the Utility Facilities for the transmission and/or provision of the Utilities to the Land, Grantor and Grantee shall enter into an amendment to this deed redefining the term "Utility Easement Parcel" to mean and describe only those portions of the Hospital Parcel on, in or under which the Utility Facilities have been constructed and installed, which description for each Utility shall be by metes and bounds with a center line along the center of the Utility Facilities for such Utility and with a width reasonably satisfactory to Grantor and Grantee, and which description for each Utility shall extend from the Land or any public utility easement, if any, for such Utility that intersects the Land and was created by the Plat to a public utility easement from which such Utility is provided to the Land; provided, however, if any Utility is provided to the Land by Utility Facilities located entirely within public utility easements created before or after the date of this deed, such amendment also shall delete such Utility from the definition of "Utility" and "Utilities" set forth above.

10. Easements Reserved by Grantor.

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(a) Reserved Parking Easement. Grantor reserves a perpetual non-exclusive easement for pedestrian and motor vehicle ingress and egress to the Hospital Parcel and for the parking of motor vehicles on, over and across such paved driveways and parking areas as may be now or hereafter located on the Land. Grantee shall have the right (a) to configure the layout of any drives and parking areas located on the Land, (b) to close temporarily any drives and parking areas located on the Land in the event necessary for repairs and maintenance, and (c) to permanently close and/or remove parking spaces and drives or other improvements in any area where parking spaces or drives may now or hereafter be located, and build structures, buildings and other improvements in such areas or elsewhere, including without limitation, additional buildings on then existing drives and parking spaces on the Land, so long as the total number of parking spaces on the Land after any such reconfiguration or permanent closure or removal is not less than the difference between the number of parking spaces required to comply with all applicable governmental requirements regarding the total number of parking spaces required for the buildings located on the Land, minus 29 parking spaces. In order to maintain necessary or desirable parking spaces or drives before, during or after any such reconfiguration or permanent closure or removal of parking spaces, Grantee may construct parking decks, parking structures, garages, parking spaces, drives and/or other improvements on any part of the Land. Grantee may install barriers

and devices to control access to the parking areas located on the Land so long as the use thereof by Grantor is not materially impaired. In connection with the use of the easement granted herein, Grantor shall comply with such reasonable rules and regulations as may be adopted by Grantee from time to time. The foregoing easement shall not include the right to park or otherwise stop vehicles in the entrances, driveways or lanes on the Land.

(b) Reserved Drainage Easement. Grantor reserves a perpetual non-exclusive right and easement (i) to use all of the "Drainage Facilities" (as hereinbefore defined) now or hereafter located on, in or under the Land for the purposes of collecting, directing, retaining, detaining and disposing of storm and surface water runoff from the Hospital Parcel, and (ii) to otherwise allow surface water accumulated on the Hospital Parcel to drain over and across the Land, provided the Drainage Facilities located on the Hospital Parcel are adequately maintained for the proper collection, detention, retention and disposal of storm water and surface water generated from or accumulated on the Hospital Parcel and such Drainage Facilities located on the Hospital Parcel are in compliance with all applicable governmental requirements governing the directing, retention, detention and disposal of storm and surface water runoff. Grantee shall have the right at its sole cost and expense to modify or reconfigure the Drainage Facilities or to relocate the Drainage Facilities to other locations on, in or under the Land, provided the capacity of such Drainage Facilities to collect, direct, retain, detain and dispose of storm and surface

water runoff from the Hospital Parcel is not materially reduced or unreasonably impaired as a result of any such modification, reconfiguration or relocation. Grantor shall have the right at its sole cost and expense and with Grantee's prior written consent, which consent may not be unreasonably withheld, to relocate any Drainage Facilities now or hereafter located on, in or under the Land to other locations on, in or under the Land if desired by Grantor in connection with relocation of any Drainage Facilities now or hereafter located on, in or under the Hospital Parcel, provided the capacity of such Drainage Facilities to collect, direct, retain and dispose of storm and surface water runoff from the Land is not materially reduced or unreasonably impaired as a result of any such relocation and provided any such relocation does not interfere with the use and enjoyment by Grantee of the Land and the improvements from time to time located thereon, except to the extent reasonably necessary to accomplish such relocation. Nothing contained herein shall limit or restrict the right of Grantee to use those portions of the Land on, in or under which Drainage Facilities may now or hereafter be located for any purpose not inconsistent with the rights reserved herein, including, without limitation, the installation, use and operation of driveways, parking areas and landscaping, provided that Grantor's use of the Drainage Facilities is not unreasonably impaired.

(c) Reserved Pedestrian Ingress and Egress Easement.

Grantor reserves a perpetual non-exclusive easement for pedestrian ingress and egress to and from the Hospital Parcel by Grantor on,

over and across all sidewalks that may now or hereafter be located on the Land. Nothing herein contained shall limit or restrict Grantee's right to (i) relocate or reconfigure the layout of any sidewalks (or any part thereof) to other locations on the Land, (ii) close temporarily any sidewalks (or any part thereof) located on the Land in the event necessary for repairs and maintenance, or (iii) close and/or remove permanently any sidewalks (or any part thereof) on the Land; provided that Grantor shall at all times have reasonable access for pedestrian ingress and egress between the Hospital Parcel and the entrances and exits of the building to be constructed on the Land. Grantee may impose from time to time reasonable rules and regulations for the use of the sidewalks located on the Land so long as the use thereof by Grantor is not materially impaired, and Grantor shall comply with all such reasonable rules and regulations.

11. General Easement Provisions.

As long as any of the easements or agreements granted and/or reserved herein remain in effect, then the Land, the Hospital Parcel, Grantor and Grantee, are subject to the following:

(a) The easements granted pursuant to Paragraph 9 hereof are intended to create a property interest or right only in Grantee

and its respective heirs, successors and assigns; provided, however, Grantee may permit its tenants, subtenants and its and their respective partners, officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the Land to use and enjoy the easement and easement rights granted pursuant to Paragraph 9 hereof, but only so long as no property interest in such easements or easement rights is transferred to any such person.

(b) The easements reserved pursuant to Paragraph 10 hereof are intended to create a property interest or right only in Grantor and its respective heirs, successors and assigns; provided, however, Grantor may permit its tenants, subtenants and its and their respective partners, officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the Hospital Parcel to use and enjoy the easements and easement rights reserved pursuant to Paragraph 10 hereof, but only so long as no property interest in such easements or easement rights is transferred to any such person.

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

(d) Whenever Grantor relocates any easement granted herein and any driveways, parking spaces, drives, sidewalks, Drainage Facilities or Utility Facilities or any portion thereof, as permitted pursuant to the terms hereof, then (i) Grantee will, upon request by Grantor, execute and deliver all releases or other

documents and perform all acts that Grantor shall deem reasonably necessary or appropriate to terminate, cancel and release the easement rights herein granted with respect to those portions of the Hospital Parcel which were subject to the easement(s) or portions thereof which have been relocated and (ii) Grantor will, upon request by Grantee, execute and deliver to Grantee all agreements or other documents and perform all acts that Grantee shall deem reasonably necessary or appropriate to record the location of such relocated easements.

(e) Whenever Grantee relocates any easement granted herein and any driveways, parking spaces, drives, sidewalks or Drainage Facilities or any portion thereof, as permitted pursuant to the terms hereof, then (i) Grantor will, upon request by Grantee, execute and deliver all releases or other documents and perform all acts that Grantee shall deem reasonably necessary or appropriate to terminate, cancel and release the easement rights herein granted with respect to those portions of the Land which were subject to the easement(s) or portions thereof which have been relocated and (ii) Grantee will, upon request by Grantor, execute and deliver to Grantor all agreements or other documents and perform all acts that Grantor shall deem reasonably necessary or appropriate to record the location of such relocated easements.

(f) Grantor shall use the paved parking areas and drives now or hereafter located on the Land only for the parking of automobiles and incidental flow of motor vehicular and pedestrian traffic; and in connection with the use and operation of such paved

parking areas and drives, Grantor and Grantee shall comply with all applicable laws, regulations, orders and requirements of all governmental entities having jurisdiction over the same, whether federal, state or local.

(g) Grantee shall use the paved parking areas and drives now or hereafter located on the Hospital Parcel only for the parking of automobiles and incidental flow of motor vehicular and pedestrian traffic; and in connection with the use and operation of such paved parking areas and drives, Grantor and Grantee shall comply with all applicable laws, regulations, orders and requirements of all governmental entities having jurisdiction over the same, whether federal, state or local.

(h) Grantee shall indemnify and save Grantor harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by Grantor arising as a result of the exercise of any rights granted to Grantee herein; provided that Grantee shall not so indemnify and save harmless Grantor from the consequences of any negligent acts of Grantor.

(i) Grantor shall indemnify and save Grantee harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by Grantee arising as a result of the exercise of any rights reserved herein; provided that Grantor shall not so indemnify and save harmless Grantee from the consequences of any negligent acts of Grantee.

(j) Grantor shall keep and maintain all of the paved driveways and parking areas now or hereafter located on the Parking Easement Parcel, in reasonably good condition and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary in order to maintain the same in such condition and repair as is comparable to the state of condition and repair of the paved driveways and parking areas located on the Hospital Parcel. In addition, Grantor shall keep and maintain the paved driveways and parking areas from time to time located on the Parking Easement Parcel in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to other portions of the Hospital Parcel. Grantee shall comply with and shall cause all of its partners, officers, directors, employees, agents, contractors, invitees, licensees and its tenants and other occupants of any portion of the Land to comply with all reasonable rules and regulations adopted from time to time by Grantor relating to the direction and flow of traffic, the delineation of areas wherein parking and standing are not permitted and otherwise governing the use and operation of the driveways and parking areas on the Hospital Parcel and the safety and security of pedestrians, operators and their automobiles and other property. Grantor shall keep the driveways and parking areas on the Parking Easement Parcel free from any accumulations of dirt, trash and other debris.

(k) Grantee shall maintain all of the paved driveways and parking areas located on the Land in reasonably good condition

and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary, in order to maintain the same in such condition and repair as is comparable to the state of condition and repair of the paved driveways and parking areas located on the Hospital Parcel. In addition, Grantee shall keep and maintain the paved driveways and parking areas located on the Land in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Parcel. Grantor shall comply with and shall cause all of its partners, officers, directors, employees, agents, contractors, invitees, licensees and its tenants and other occupants of any portion of the Hospital Parcel to comply with all reasonable rules and regulations adopted from time to time by Grantee relating to the direction and flow of traffic, the delineation of areas wherein parking and standing are not permitted and otherwise governing the use and operation of the driveways and parking areas on the Land and the safety and security of pedestrians, operators and their automobiles and other property. Grantee shall keep the driveways and parking areas on the Land free from accumulations of dirt, trash and other debris.

(1) Grantor shall maintain those Drainage Facilities now or hereafter located on, in or under the Hospital Parcel that collect, direct, retain, detain or dispose of storm and surface water runoff from or to the Land in good condition and repair and shall make all repairs, replacements and renewals necessary to

maintain such Drainage Facilities in such state of condition and repair.

(m) Grantee shall maintain those Drainage Facilities now or hereafter located on, in or under the Land that collect, direct, retain, detain or dispose of storm and surface water runoff from or to the Hospital Parcel in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such Drainage Facilities in such state of condition and repair.

(n) In the event that all or any portion of the Hospital Parcel is taken by the exercise of the power of eminent domain or is transferred or conveyed in a negotiated transaction to a person vested with the power of eminent domain, then the easements granted above with respect to the portion of the Hospital Parcel taken or conveyed and all rights of Grantee in and to the portion of the Hospital Parcel taken or conveyed shall terminate at the effective time of the taking or conveyance, or, if earlier, the date that the condemning authority takes possession of the Hospital Parcel or such part thereof. Grantor shall be entitled to the entirety of any award or other compensation payable with respect to any such taking or conveyance unless such taking or conveyance is of all or any portion of the Parking Easement Parcel or materially impairs Grantee's access from the Land to that portion of the Parking Easement Parcel not taken or conveyed, in which event Grantee shall be entitled to such portion of the award or other compensation payable with respect to such taking or conveyance as shall be determined by mutual agreement between Grantor and Grantee, or if

they are unable to agree, then to such portion of the award or other compensation as is determined by non-appealable order of a state court having jurisdiction over cases relating to condemnation of real property.

(o) In the event that all or any portion of the Land is taken by the exercise of the power of eminent domain or is transferred or conveyed in a negotiated transaction to a person vested with the power of eminent domain, then the easements granted above with respect to the portion of the Land taken or conveyed and all rights of Grantor in and to the portion of the Land taken or conveyed shall terminate at the effective time of the taking or conveyance, or, if earlier, the date that the condemning authority takes possession of the Land or such part thereof. Grantee shall be entitled to the entirety of any award or other compensation payable with respect to any such taking or conveyance.

12. Notices.

All notices, demands, certificates and other communications to be delivered or given hereunder must be in writing and may be delivered by any of the following methods: (a) telecopy to the phone number listed below, provided that the recipient has confirmed by telephone that such telecopy was received in legible form, (b) nationally recognized overnight courier service such as UPS or Federal Express, or (c) U.S. Mail (Registered or Certified mail, return receipt requested and postage prepaid), and in each case addressed to the respective parties as follows:

If to Grantee: Health Care Property Investors, Inc.
10990 Wilshire Boulevard
Suite 1200
Los Angeles, California 90024
Attn: Vice President - Legal
Fax: (310) 444-7817

with a copy to: Latham & Watkins
633 West Fifth Street
Suite 4000
Los Angeles, California 90071
Attn: David H. Vena, Esq.
Fax: (213) 891-8763

If to Grantor: Hospital Corporation of Utah
c/o Healthtrust, Inc. - The Hospital
Company
4525 Harding Road
Nashville, Tennessee 37205
Attn: Director of Real Estate
Fax: (615) 298-6208 or
(615) 298-6122

with a copy to: Waller Lansden Dortch & Davis
2100 Nashville City Center
511 Union Street
Nashville, Tennessee 37219
Attn: W. Gregory Conway, Esq.
Fax: (615) 244-5686 or
(615) 244-6804

If to Lessee: Hospital Corporation of Utah
c/o Healthtrust, Inc. - The Hospital
Company
4525 Harding Road
Nashville, Tennessee 37205
Attn: Director of Real Estate
Fax: (615) 298-6208 or
(615) 298-6122

with a copy to: Waller Lansden Dortch & Davis
2100 Nashville City Center
511 Union Street
Nashville, Tennessee 37219
Attn: W. Gregory Conway, Esq.
Fax: (615) 244-5686 or
(615) 244-6804

Each notice given by registered mail shall be deemed delivered and effective upon the expiration of the fifth Business Day after the mailing. Notices given by any other method shall be deemed given upon receipt (and in the case of telecopy delivery, confirmed in the manner specified above). Failure or delay in delivery of any copy of a notice shall not impair the effectiveness of any notice given to any party as specified in this deed. Each party may change its address for notices communications by the giving of notice thereof in the manner hereinabove provided.

13. Headings.

Paragraph headings used herein are solely for the convenience and quick reference of the parties and are not a part of, nor are they intended to govern, limit or aid in the construction or interpretation of any term or provision hereof.

14. Covenants Running with the Land, Enforcement.

The covenants, agreements and easements set forth in paragraphs 1 through 13 above of this deed shall be covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns and all those claiming by, through or under Grantor and Grantee and their respective heirs, successors and assigns. It is hereby agreed by Grantor and Grantee that irreparable harm will result to Grantor by reason of any breach by Grantee of the agreements, covenants and restrictions set forth in this deed and that irreparable harm will result to Grantee by reason of any breach by Grantor of the agreements, covenants and

restrictions set forth in this deed, and, therefore, each of Grantor and Grantee shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this deed, as well as any other relief available at law or equity; provided, however, that no such relief shall be granted until after written notice of such breach from the nonbreaching party to the breaching party and the failure by the breaching party to cure such breach within thirty (30) days of the effective date of such notice or, if such breach cannot reasonably be cured within thirty (30) days, failure by the breaching party to commence such cure within such thirty-day period and thereafter diligently prosecute the same to completion. The failure of Grantor or Grantee, in any one or more instance, to insist upon compliance with any of the terms and conditions of this deed, or to exercise any right or privilege conferred in this deed, shall not constitute or be construed as a waiver of the same or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred.

EXHIBIT A

Description of the Land

Lot 1 of the Plat of Lakeview Life Center, a Utah Subdivision, as recorded in Book 1771, page 318 of the Plat Records of Davis County, Utah.

04-144-0001

EXHIBIT B

1. Taxes for the year 1994 now a lien, not yet due or payable.
2. Any charges or assessments that may be levied by the Weber Basin Water Conservancy District, Mosquito Abatement District, and the Bountiful Water Conservancy District. None due and payable.
3. Charges and assessments by the South Davis County Sewer Improvement District. None due and payable.
4. The easements as shown on that certain Plat of Lakeview Life Center, a Utah Subdivision, as recorded in Book 1771, page 318 of the Plat Records of Davis County, Utah (the "Plat").
5. Terms, conditions and stipulations contained in the Plat.
6. Building and Zoning ordinances affecting the Land.
7. Matters as shown on Lakeview Life Center A.L.T.A. Survey, prepared by Consulting Engineers, Inc. and certified by Dave J. Byrd, L.S. #161081, dated June 15, 1994.
8. Easement, dated August 13, 1982, from Hospital Corporation of Utah to Municipal Building Authority of Davis County, recorded September 29, 1982 as entry No. 623679, Book 915, page 1059 in the Records of the Recorder of Davis County, Utah.

Description of the Hospital Parcel

BEGINNING AT A POINT WHICH IS NORTH 89°43'12" EAST 100.96 FEET ALONG SECTION LINE AND SOUTH 0°06'38" EAST 483.70 FEET ALONG EAST LINE OF A STREET AND NORTH 89°48'56" EAST 596.32 FEET ALONG NORTH LINE OF A STREET AND NORTH 89°48'56" EAST ALONG NORTH LINE OF A STREET 30.6 FEET AND NORTH 0°06'38" WEST 150 FEET AND NORTH 89°48'56" EAST 453.81 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; AND NORTH 89°48'56" EAST 221.47 FEET; THENCE SOUTH 0°16'48" EAST 18 FEET; THENCE NORTH 89°48'56" EAST 63.60 FEET; THENCE NORTH 2°12'52" WEST 362.39 FEET; THENCE NORTH 1°10'12" EAST 40.7 FEET TO A POINT ON A 408 FOOT RADIUS CURVE TO THE LEFT (RADIUS POINT BEARS SOUTH 86°35'05" WEST) THENCE NORTHWESTERLY ALONG ARC OF SAID CURVE 277.89 FEET THRU A CENTRAL ANGLE OF 39°02'20", THENCE NORTH 51°28' EAST 79.27 FEET; THENCE NORTH 87°19' EAST 45.54 FEET; NORTH 3° EAST 206.91 FEET TO A POINT 1 FOOT SOUTH 3° WEST FROM THE SOUTH LINE OF A STREET; THENCE NORTH 87° WEST 137.41 FEET; NORTHWESTERLY 125.41 FEET ALONG ARC OF A 80 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTH 2°48' EAST 103.17 FEET TO SOUTH LINE OF CENTRAL HEIGHTS SUBDIVISION PLAT A; NORTH 87°11'05" WEST 129.18 FEET ALONG SAID LINE OF SAID SUBDIVISION; THENCE SOUTH 0°16'48" EAST 105.43 FEET; THENCE SOUTH 89°43'12" WEST 117.48 FEET TO THE EAST LINE OF 600 EAST STREET; SOUTH 1°15'41" WEST 6.68 FEET ALONG SAID EAST LINE; NORTH 75°04'41" WEST 51.46 FEET MORE OR LESS, TO EAST LINE OF PROPERTY CONVEYED IN BOOK 624 AT PAGE 110; THENCE SOUTH 1°15'41" WEST 75.39 FEET TO POINT OF TANGENCY WITH A 197.49 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG SAID CURVE 69.33 FEET; THENCE NORTH 65°43'20" WEST 76.80 FEET TO A POINT OF TANGENCY WITH A 606 FOOT RADIUS CURVE TO LEFT; THENCE WESTERLY ALONG ARC OF SAID CURVE 102.80 FEET; THENCE NORTH 14°55'19" EAST 121.56 FEET; THENCE NORTH 75°04'41" WEST 336.22 FEET ALONG SAID LINE OF AMENDED BRIGGS SUBDIVISION; THENCE SOUTH 12°33'12" WEST 188.20 FEET TO NORTH LINE OF MEDICAL DRIVE; THENCE NORTH 88°21'58" WEST 333.53 FEET TO EAST LINE OF A STREET; THENCE SOUTH 0°06'38" EAST 144.88 FEET ALONG SAID STREET; THENCE NORTH 89°43'12" EAST 247.50 FEET; THENCE SOUTH 0°06'38" EAST 271.60 FEET; THENCE NORTH 88°14'34" WEST 247.64 FEET TO THE EAST LINE OF SAID STREET; THENCE SOUTH 0°06'38" EAST 50 FEET ALONG SAID STREET; THENCE SOUTH 88°14'34" EAST 203.91 FEET; THENCE SOUTH 0°06'38" EAST 170 FEET TO THE NORTH LINE OF SAID SECTION 29; THENCE NORTH 89°43'12" EAST 127.82 FEET ALONG THE SECTION LINE; THENCE NORTH 10°35' EAST 24.70 FEET; THENCE SOUTH 89°45' EAST 442.37 FEET TO A POINT 53.29 RODS EAST OF THE WEST LINE OF SAID SECTION 29; THENCE SOUTH 0°07'12" WEST 128.71 FEET; THENCE SOUTH 89°24'04" EAST 47.59 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 185.67 FOOT RADIUS CURVE TO THE RIGHT 76.62 FEET; THENCE SOUTH 65°45'21" EAST 266.98 FEET; THENCE SOUTH 32° WEST 116.78 FEET TO THE POINT OF BEGINNING.

04-003-0136

LESS AND EXCEPTING: BEGINNING AT A POINT ON THE SOUTH LINE OF MEDICAL DRIVE, NORTH 89°43'12" EAST, 100.96 FEET, ALONG THE SECTION LINE AND NORTH 0°06'38" WEST 560.71 FEET FROM THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, AND RUNNING THENCE SOUTH 0°06'38" EAST, 70.66 FEET; ALONG THE EAST LINE OF 400 EAST STREET; THENCE NORTH 89°43'12" EAST, 247.50 FEET; THENCE SOUTH 0°06'38" EAST, 203.38 FEET; THENCE NORTH 89°43'12" EAST, 166.0 FEET; THENCE NORTH 0°06'38" WEST, 260.23 FEET TO THE SOUTH LINE OF MEDICAL DRIVE, THENCE NORTH 88°21'58" WEST 413.69 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

1. THOSE PORTIONS LYING IN MEDICAL DRIVE AND 600 EAST STREET.
2. THE PROPERTIES CONVEYED IN BOOK 905, PAGE 395; BOOK 1233, PAGE 338; BOOK 1264, PAGE 273; BOOK 1302, PAGE 991; BOOK 1336, PAGE 961; AND BOOK 1380, PAGE 570.
3. LOT 1 OF THE PLAT OF LAKEVIEW LIFE CENTER, A UTAH SUBDIVISION, AS RECORDED IN BOOK 1771, PAGE 318 OF THE PLAT RECORDS OF DAVIS COUNTY, UTAH.

EXHIBIT D

Description of the Parking Easement ParcelTract One

BEGINNING AT A POINT WHICH IS NORTH 24.79 FEET AND EAST 791.28 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 89°44'33" WEST 147.19 FEET; THENCE NORTH 00°15'27" EAST 64.88 FEET; THENCE NORTH 24°13'05" EAST 129.42 FEET; THENCE SOUTH 65°46'55" EAST 164.89 FEET; THENCE SOUTH 26°00'37" WEST 128.99 FEET TO THE POINT OF BEGINNING.

Tract Two

BEGINNING AT A POINT WHICH IS NORTH 242.62 FEET AND EAST 636.35 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALE LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 24°13'05" EAST 79.06 FEET; THENCE SOUTH 65°46'55" EAST 62.00 FEET; THENCE SOUTH 24°13'05" WEST 79.06 FEET; THENCE NORTH 65°46'55" WEST 62.00 FEET TO THE POINT OF BEGINNING.