

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:

Bass, Berry & Sims PLC (MSP)  
150 Third Avenue South  
Suite 2800  
Nashville, Tennessee 37201

12156790  
10/23/2015 12:36:00 PM \$45.00  
Book - 10372 Pg - 9107-9123  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BACKMAN TITLE SERVICES  
BY: eCASH, DEPUTY - EF 17 P.

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## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the 8th day of October, 2015, by and between IASIS HEALTHCARE CORPORATION, a Delaware corporation (the "**Grantor**"), and RW JVCC, LLC, a Utah limited liability company (the "**Grantee**").

### RECITALS

A. Grantor is the owner of the real property consisting of approximately 5.86 acres of land, located in West Jordan, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Hospital Tract**"); and

B. Jordan Valley Medical Center, LP, a Delaware limited partnership and an affiliate of Grantor ("**JVMC**"), is the owner of the real property consisting of approximately 28.237 acres of land directly adjacent to the Hospital Tract, located in West Jordan, Salt Lake County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "**JVMC Tract**"); and

C. A certain portion of the JVMC Tract, which is more particularly described on Exhibit C attached hereto and incorporated herein by this reference (the "**MOB Tract**"), has been leased by JVMC to Grantee pursuant to a Ground Lease dated October 8, 2015 (the "**Ground Lease**"), a memorandum of which is recorded in the Official Records of Salt Lake County, Utah as Instrument No. 12149317 on October 12, 2015; and

D. The Hospital Tract and the JVMC Tract have been improved with a hospital and related facilities known as the Jordan Valley Medical Center, and Grantee intends to develop the MOB Tract with a medical clinic building/medical office building and related facilities (the "**MOB**"); and

E. Grantor has agreed to provide to Grantee certain easements upon portions of the Hospital Tract for the benefit of the MOB Tract and the parties hereto desire to establish certain covenants, conditions and restrictions with respect to such portions of the Hospital Tract, for the mutual and reciprocal benefit and complement of the Hospital Tract and MOB Tract and the

present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Grantor and Grantee hereby covenant and agree as follows:

## **AGREEMENTS**

### **1. Definitions.**

- 1.1. The term "**Driveways**" shall mean the driveways and internal roadways on the Hospital Tract and related driveway improvements, paving, curbing, drainage pipes, drainage inlets, sidewalks, vehicular entrances and exits, now existing or as hereafter constructed on the Hospital Tract.
- 1.2. The term "**Owner**" or "**Owners**" shall mean (a) any Person owning fee title to any portion of the Hospital Tract and/or MOB Tract (including, without limitation, Grantor), (b) a ground lessee of any portion of the Hospital Tract and/or MOB Tract (including, without limitation, Grantee), and (c) the successors or assigns of any such Owner, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- 1.3. The term "**Tract**" or "**Tracts**" shall mean each separately identified tract, parcel or portion of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A and Exhibit C hereof, that is, the Hospital Tract and the MOB Tract, and any existing or future subdivisions thereof.
- 1.4. The term "**Permittees**" shall mean the tenant(s) or occupant(s) of a Tract, and the respective tenants, employees, agents, contractors, customers, patients, invitees, and licensees of (i) the Owner of such Tract, and/or (ii) such tenant(s) or occupant(s).
- 1.5. The term "**Person**" or "**Persons**" shall mean individuals, partnerships, associations, trusts, corporations and any other form of business entity, or one or more of them, as the context may require.

### **2. Easements.**

- 2.1. **Grant of Easements.** Subject to any express conditions, limitations or reservations contained herein, Grantor hereby grants, establishes, covenants and agrees that the MOB Tract, the Owner of the MOB Tract and Permittees of the MOB Tract, shall be benefited by the following nonexclusive easements, which are hereby imposed upon the Hospital Tract and all present and future Owners and Permittees of the Hospital Tract by this Agreement as follows:

- 2.1.1. A non-exclusive easement for reasonable access, ingress, and egress over all Driveways as presently or hereafter constructed on the Hospital Tract, so as to provide for the passage of motor vehicles and pedestrians between improved portions of the Hospital Tract intended for such purposes and the MOB Tract, and to and from all abutting streets or rights-of-way furnishing access to the Tracts.
- 2.1.2. A non-exclusive easement for parking of motor vehicles over the paved and striped parking areas presently or hereafter constructed on the Hospital Tract so as to provide parking within such areas on the Hospital Tract for the benefit of the Owner of the MOB Tract and Permittees of the MOB Tract; provided however, such easement shall not include parking areas reasonably reserved for particular uses or Persons, i.e., parking areas or spaces reserved for handicapped parkers (unless the Person parking in such space is handicapped) or for physicians, administrators, nurses or other staff, or for similar or related Persons and/or uses; and provided further, such parking shall be subject to rules and regulations imposed by the Owner of the Hospital Tract as long as such rules and regulations are reasonable and are generally consistent with rules and regulations imposed by the Owner of the Hospital Tract with respect to other parking areas within the Hospital Tract that are similarly situated; and provided further, in the event the Owner of the Hospital Tract hereafter develops one or more portions of the Hospital Tract as an expansion of the hospital or as a medical office building or any other non-hospital use, or sells or ground leases one or more portions of the Hospital Tract to any third party for development and use as a medical office building or any other non-hospital use, then notwithstanding any provision herein to the contrary, the easement for parking granted pursuant to this Section 2.1.2 for the benefit of the Owner of the MOB Tract and Permittees of the MOB Tract shall automatically terminate as to such portions of the Hospital Tract so developed or conveyed or ground leased to such third parties as are to be utilized for the footprint for the building or buildings to be constructed thereon and for adjacent areas to such building footprint as are to be utilized for pedestrian and landscape purposes.
- 2.1.3. A non-exclusive easement for drainage, acceptance and retention of storm water and other naturally occurring surface waters into the drainage areas and systems located on the Hospital Tract in accordance with the drainage plan mutually agreed upon by Grantor and Grantee and, if required by the City of West Jordan (the "City"), approved by the City.
- 2.1.4. Subject to the provisions of Section 2.4 hereof, a temporary non-exclusive easement over those areas on the Hospital Tract as are reasonably necessary to construct, operate and maintain the utility installations serving the MOB Tract as provided for in Section 3 hereof.

2.1.5. Subject to the terms and conditions of the Ground Lease and the other conditions, limitations or reservations contained herein, a temporary, non-exclusive construction easement over, upon and across the Driveways and other areas approved in writing by the Owner of the Hospital Tract and located on the Hospital Tract that are reasonably necessary for Grantee to perform the construction activities related to the development and construction of the MOB. Grantee agrees to work with due care in the exercise of the temporary construction easement granted herein, and, upon termination of such temporary construction easement, Grantee shall restore, at its sole cost and expense, the Hospital Tract and Driveways subject to such easement to the same condition which existed before the work was performed and otherwise shall leave the Hospital Tract and Driveways in a clean, sightly and safe condition, with all rubbish and debris generated by Grantee removed therefrom. The temporary construction easement granted to Grantee hereunder shall terminate upon the substantial completion of the MOB.

2.2. **Maintenance of Driveways and Parking Areas.** The Owner of the Hospital Tract shall be responsible for the costs of reconstructing, repaving and otherwise maintaining and repairing the Driveways and parking areas that occupy the Hospital Tract as necessary to maintain such improvements in good order, condition and repair. The standards and methods used to design and/or redesign, rebuild, and reconstruct the pavement and roadway base of the Driveways and parking areas shall meet or exceed all requirements of applicable laws, ordinances, rules, regulations and building codes. In connection therewith, the Owner of the MOB Tract hereby grants to the Owner of the Hospital Tract a temporary easement for construction, reconstruction and maintenance over any area of the MOB Tract so as to enable the Owner of the Hospital Tract to perform its obligations hereunder with respect to the Hospital Tract and to enjoy the rights and facilitate the performance of the obligations of the Owner of the Hospital Tract provided herein.

2.3. **Fence, Curbing, Etc.** No Owner shall be permitted to maintain a fence, curbing, landscaping, or other improvements along the boundary lines between the Tracts that would interfere with access between the Tracts provided for in this Agreement. Any such improvements not prohibited by the preceding sentence may be permitted but only in accordance with all applicable laws, rules, ordinances, and other governmental authority.

2.4. **Utilities Easements.** The Owner of the MOB Tract shall have the right to enter into agreements with utility companies creating easements in favor of such companies as are required in order to service the MOB; provided, however, that any such easements (i) may only be located within those areas of the Hospital Tract (and only with the joinder of the Owner of the Hospital Tract), which will not interfere with any improvements now located or planned to be located upon

the Hospital Tract or constructed in connection with the improvements now existing or planned to be located thereon, or the location of easements and utilities now and hereafter servicing the improvements now existing or planned to be located upon the Hospital Tract; (ii) have been approved by the Owner of the Hospital Tract as to their location and the form of the easement agreement; and (iii) may only be granted as non-exclusive easements. The Owner of the Hospital Tract agrees to join in the grant of any such utility easements and to execute any and all reasonable documents, agreements and instruments in order to effectuate the same. The Owner of the Hospital Tract agrees not to unreasonably withhold its consent to any proposed utility easement joinder so long as the easement is approved by and acceptable to the Owner of the Hospital Tract as described above. The parties agree to use reasonable efforts to cause any encumbrances securing debt on the Hospital Tract to be subordinate to such easements, as may be required by any utility companies. Each party shall bear its own costs in joining in the grant of any such easements.

2.5. **Indemnification.** The Owner of the MOB Tract shall indemnify and hold the Owner of the Hospital Tract harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner of the MOB Tract, its Permittees, contractors, employees, agents, or others acting on behalf of such Owner.

2.6. **Reasonable Use of Easements.**

2.6.1. The easements herein above granted shall be used and enjoyed by the Owner of the MOB Tract and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of the Owner of the Hospital Tract or its Permittees, or any other entity which has a legal right to access and use the Hospital Tract, including, without limitation, access to and parking of vehicles within the Hospital Tract, the receipt or delivery of merchandise and services in connection therewith, and for use as easements for underground utilities and services.

2.6.2. Once commenced, any construction undertaken within the Hospital Tract in reliance upon the easements granted herein shall be diligently prosecuted to completion so as to minimize any interference with the business of the Owner of the Hospital Tract and its Permittees. The right of the Owner of the MOB Tract to enter upon the Hospital Tract for the exercise of any right pursuant to the easements set forth, or the right of the Owner of the Hospital Tract to prosecute work on the Hospital Tract if the same interferes with easements of ingress, egress or access to or in favor of the Owner of the MOB Tract, shall be undertaken only in such a manner so as to minimize any interference with the business of the other

Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Tract upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

- 2.7. **Relocation of Driveways, Parking Areas and Utilities.** The Owner of the Hospital Tract shall retain the right to relocate from time to time any and all Driveways, parking areas and utilities within the Hospital Tract without the consent of or notice to the Owner of the MOB Tract. Temporary interference during construction activities associated with such relocation shall not in and of itself constitute material interference with such easements so long as reasonable temporary alternative arrangements for utilities and access for parking and for ingress and egress are provided.
3. **Maintenance of Utilities.** The Owner of the MOB Tract shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility and related installations serving the MOB Tract that are from time to time located on the Hospital Tract pursuant to an easement described herein.
4. **Insurance.** The Owner of the MOB Tract shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.5 above), death, or property damage arising out of the use of the MOB Tract and/or the Hospital Tract by the Owner of the MOB Tract or its Permittees and naming the Owner of the Hospital Tract as an additional insured. The insurance required hereunder shall provide that the same shall not be canceled or not renewed except on at least thirty (30) days prior notice to the Owner of the Hospital Tract. Duplicate originals or certifications of such policies of insurance shall be provided by the Owner of the MOB Tract to the Owner of the Hospital Tract upon request.
5. **Restrictions.** Each Tract shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted, or permitted on or with respect to all or any portion of a Tract that is illegal.
6. **Remedies and Enforcement.**
  - 6.1. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants,

or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2. **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (or Permittee) (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner (or Permittee) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate charged from time to time by Bank of America, N.A. or its successors or assigns. Notwithstanding the foregoing, an Owner or Permittee may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof, as above described, in the event of the following:

6.2.1. an emergency;

6.2.2. blockage or material impairment of the easement rights described herein; and/or

6.2.3. the unauthorized parking of vehicles.

6.3. **No Lien Rights.** No party or Person shall have any lien or lien rights against the Hospital Tract or the MOB Tract or any portion thereof solely by virtue of the provisions of this Agreement.

6.4. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

6.5. **No Termination For Breach.** Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

7. **Term.** The easements, covenants, and conditions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Official Records of Salt Lake County, Utah, and shall remain in full force and effect thereafter until the expiration or earlier termination of the Ground Lease, unless this Agreement is

modified, amended, canceled, or terminated by the written consent of all then record Owners of the Hospital Tract and the MOB Tract in accordance with Section 8.2 hereof.

8. **Miscellaneous.**

- 8.1. **Attorneys' Fees.** In the event a party, institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 8.2. **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Hospital Tract and MOB Tract, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Official Records of Salt Lake County, Utah.
- 8.3. **Consents.** Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 8.4. **No Waiver.** No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 8.5. **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third Person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 8.6. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every Person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 8.7. **Grantee's Acceptance.** The grantee of the MOB Tract and/or Hospital Tract (each, a "Tract") or any portion thereof or assignee of a leasehold interest in such Tract, by acceptance of a deed conveying title thereto, the execution of a contract for the purchase thereof, or the acceptance or execution of an assignment of a



leasehold interest therein, whether from an original party or from a subsequent Owner of such Tract, shall accept such deed, contract or assignment upon and subject to each and all of the easements, covenants, conditions, and obligations contained herein. By such acceptance, any such grantee or assignee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

8.8. **Separability.** Each provision of this Agreement and the application thereof to the Hospital Tract and the MOB Tract are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Except in the event of the expiration or earlier termination of the Ground Lease pursuant to Section 7 hereof, ownership of both Tracts by the same Person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, whether by the doctrine of merger or otherwise.

9. **Time of Essence.** Time is of the essence of this Agreement.

10. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

11. **Notices.** Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other. The notice addresses of Grantor and Grantee are as follows:

**Grantor**

IASIS Healthcare Corporation  
c/o Jordan Valley Medical Center, LP  
Attention: Chief Executive Officer  
3580 West 9000 South  
West Jordan, UT 84088

with a copy to:

IASIS Healthcare Corporation  
Attention: General Counsel  
117 Seaboard Lane, Building E  
Franklin, Tennessee 37067

**Grantee:**

RW JVCC, LLC  
c/o Rockworth Companies, LLC  
Attention: Tom Henriod  
9980 South 300 West, Suite 310  
Sandy, UT 84070

with a copy to:

SNELL & WILMER L.L.P.  
Attention: Brian C. Cheney  
15 W. South Temple, Suite 1200  
Salt Lake City, UT 84101

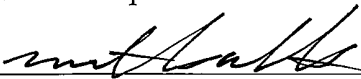
12. **Governing Law.** The laws of the State in which the Tracts are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.
13. **Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any Tract, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt Person.

[END OF TEXT; SIGNATURES APPEAR ON FOLLOWING PAGES.]

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

**GRANTOR:**

IASIS HEALTHCARE CORPORATION,  
a Delaware corporation

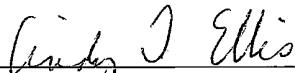
By:   
Name: William A. Stokes  
Title: Vice President

STATE OF TENNESSEE

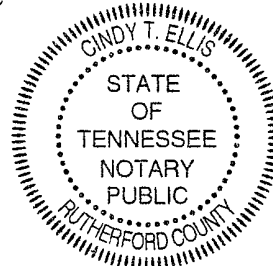
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned Notary Public, William A. Stokes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of IASIS HEALTHCARE CORPORATION, a Delaware corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

WITNESS my hand, at office, this 15<sup>th</sup> day of October, 2015.

  
Notary Public

My Commission Expires: 8-22-16



(Additional signature, notary, & exhibit pages follow)

Additional Signature Page for Easement Agreement

**GRANTEE:**

RW JVCC, LLC,  
a Utah limited liability company

By: ROCKWORTH COMPANIES, LLC, a Utah  
limited liability company

It's: Manager

By: Spencer H. Hess  
Name: Spencer H. Hess  
Title: Manager

By: J. Blair Jenkins  
Name: J. Blair Jenkins  
Title: Manager

STATE OF UTAH

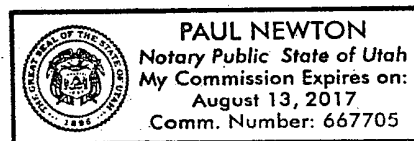
COUNTY OF SALT LAKE

Personally appeared before me, the undersigned Notary Public, Spencer H. Hess, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of Rockworth Companies, LLC, a Utah limited liability company, Managers of RW JVCC, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 20<sup>th</sup> day of October, 2015.

Paul Newton  
Notary Public

My Commission Expires: 8.13.17



STATE OF UTAH

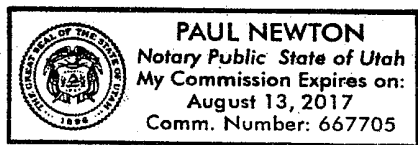
COUNTY OF SALT LAKE

Personally appeared before me, the undersigned Notary Public, J. Blair Jenkins, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Manager of Rockworth Companies, LLC, a Utah limited liability company, Mangers of RW JVCC, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 20<sup>th</sup> day of October, 2015.

Paul Newton  
Notary Public

My Commission Expires: 8-13-17



## EASEMENT AGREEMENT

### List of Exhibits

- Exhibit A - Legal Description of the Hospital Tract
- Exhibit B - Legal Description of the JVMC Tract
- Exhibit C - Legal Description of the MOB Tract

## EXHIBIT A

### Legal Description of the Hospital Tract

That certain real property located in Salt Lake County, Utah more particularly described as follows:

#### Parcel 1

Beginning on the centerline of 9000 South Street, said point being due South 2669.21 feet and due East 3678.81 feet from the Northwest Corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°56' West 1059.68 feet and North 85°04' West 390.10 feet and South 89°56' West 180.38 feet from the East Quarter Corner of the aforesaid Section 5; and running thence North 0°01'47" West 1313.81 feet to the 40 acre line; thence South 89°32'34" East along said 40 acre line 198.01 feet; thence South 0°01'47" East 724.33 feet; thence North 89°32'34" West 148.01 feet; thence South 0°01'47" East 589.18 feet; thence South 89°56' West 50.00 feet to the point of beginning.

#### Parcel 2

Beginning on the centerline of 9000 South Street, said point being due South 2670.52 feet and due East 3876.81 feet from the Northwest Corner of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°56' West 1059.68 feet and North 85°04' West 372.42 feet from the East Quarter Corner of the aforesaid Section 5; and running thence North 85° 04' West 17.68 feet; thence South 89° 56' West 130.38 feet; thence North 0°01'47" West 587.85 feet; thence South 89°32'34" East 148.01 feet; thence South 0°01'47" East 589.37 feet to the point of beginning.  
The following is shown for information purposes only: Tax ID No. 27-05-251-005 & 006

**EXHIBIT B**

Legal Description of the JVMC Tract

That certain real property located in Salt Lake County, Utah more particularly described as follows:

Beginning at a point on the North line of 9000 South Street (SR-209), being 1629.98 feet North 89°13'35" West and 110.36 feet North 0°46'25" East from the East Quarter Corner of said Section 5, and running thence seven (7) courses along said North line of 9000 South Street as follows: (1) North 89°35'56" West 206.75 feet; (2) South 45°24'04" West 16.97 feet; (3) North 89°35'56" West 120.28 feet to a point on the arc of a curve; (4) Westerly along the arc of a 5782.58 foot Radius curve to the left a distance of 181.10 feet (Delta Angle equals 1°47'40", Center bears South 0°30'28" West, and Long Chord bears South 89°36'38" West 181.09 feet); (5) South 88°36'24" West 38.28 feet; (6) North 85°40'58" West 140.70 feet; and (7) South 88°36'24" West 257.84 feet; thence North 0°25'08" East 174.02 feet; thence North 89°44'52" West 76.14 feet to the East line of Bangerter Highway (SR-154); thence North 0°08'54" East 1066.62 feet along said East line; thence South 89°17'17" East 1033.45 feet; thence South 0°13'21" West 1220.67 feet to the point of beginning.

Less and excepting Tegra Jordan Valley Medical Office Condominiums Amended, West Jordan City, Salt Lake County, Utah

Contains: 28.237 acres



**EXHIBIT C**

Legal Description of the MOB Tract

That certain real property located in Salt Lake County, Utah more particularly described as follows:

A part of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, West Jordan City, Salt Lake County, Utah:

Beginning at a point which is 2537.92 feet North 89°13'35" West along the Section line and 956.13 feet North 0°46'23" East from the East Quarter Corner of said Section 5, and running thence due North 106.77 feet; thence due East 61.72 feet; thence due North 17.44 feet; thence due East 50.08 feet; thence due South 17.44 feet; thence due East 84.37 feet; thence due South 106.77 feet; thence due West 196.17 feet to the point of beginning.

Contains: 21,818 sq.ft.

15216651.2