

Mail Tax Notices to:
Wasatch Residential Group, LLC
Attn: Corey Johnson
620 South State Street
Salt Lake City, UT 84111

6179721

12-025-0014

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "**Deed**"), is made as of this ^{27th} day of October, 2022, by COLUMBIA OGDEN MEDICAL CENTER, INC., a Utah corporation ("**Grantor**"), whose address is 1100 Dr. Martin Luther King, Jr. Blvd., Suite 500, Nashville, Tennessee 37203.

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby conveys and warrants against all who claim by, through, or under the Grantor to SYRACUSE LAND HOLDINGS, LLC, a Utah limited liability company ("**Grantee**"), the following described land, situate, lying and being in Davis County, Utah, to-wit (the "**Property**"), as described on Exhibit A.

This conveyance is made and accepted subject to those restrictions, covenants and other provisions set forth on Exhibit B attached hereto and made a part hereof, as well as the use restrictions set forth on Exhibit C, and which shall be recorded in the official records of Davis County, State of Utah.

Pursuant to Utah Code § 10-9a-103(65)(c)(v), the conveyance of land by this deed constitutes a bona fide division of land and such division: (a) is in anticipation of future land use approvals on the parcels; (b) does not confer any land use approvals; and (c) has not been approved by the land use authority.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal as of the day and year first written above.

GRANTOR:

COLUMBIA OGDEN MEDICAL CENTER, INC.,
a Utah corporation

By: Nicholas L. Paul

Name: Nicholas L. Paul

Title: Vice President

STATE OF TENNESSEE)

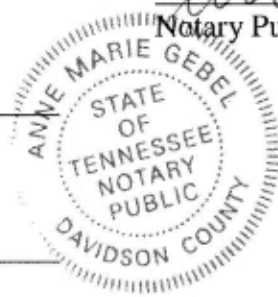
:SS.

COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this 25 day of October, 2022, by Nicholas L. Paul, as Vice President of Columbia Ogden Medical Center, Inc., a Utah corporation, on behalf of said corporation.

Anne-Marie Gebel
Notary Public Anne-Marie Gebel

My Commission Expires: 7/7/25



After Recording Return To:

Wade R. Budge, P.C.
Snell & Wilmer LLP
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

**EXHIBIT A
TO
SPECIAL WARRANTY DEED**

Legal Description

PARCEL 1:

A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN SYRACUSE CITY, DAVIS COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF NINIGRET NORTH III, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED ON FEBRUARY 12, 2019 AS ENTRY NUMBER 3142943 IN BOOK 7198 AT PAGE 314 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SAID CORNER LOCATED NORTH 89°56'57" WEST 809.70 FEET AND SOUTH 0°03'03" WEST 171.25 FEET FROM THE CENTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SAID CENTER OF SECTION LOCATED NORTH 89°56'57" WEST 2,654.25 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 3 (BASIS OF BEARING IS SOUTH 00°07'00" WEST BETWEEN THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 3); RUNNING THENCE ALONG THE WESTERLY LINE OF SAID SUBDIVISION TO AND ALONG THE WESTERLY BOUNDARY LINE DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED AUGUST 24, 2012 AS ENTRY NUMBER 2682360 IN BOOK 5592 AT PAGE 893-898 IN THE OFFICE OF THE DAVIS COUNTY RECORDER, SOUTH 00°08'15" WEST 1,314.96 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE DESCRIBED IN THAT CERTAIN SPECIAL WARRANTY DEED RECORDED MARCH 9, 1993 AS ENTRY NUMBER 1021678 IN BOOK 1558 AT PAGE 130 IN THE OFFICE OF THE DAVIS COUNTY RECORDER; THENCE ALONG SAID NORTHERLY LINE NORTH 89°56'46" WEST 886.50 FEET; THENCE NORTH 00°08'15" EAST 1,313.92 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROUTE 193 KNOWN AS PROJECT NO. S-0193(5)0; THENCE ALONG SAID SOUTHERLY LINE NORTH 89°59'13" EAST 886.50 FEET TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARING 0°20'06" CLOCKWISE TO EQUAL NAD83 BEARING)

PARCEL 2:

SOUTH ACCESS EASEMENT AGREEMENT DATED SEPTEMBER 18, 2015, BY AND AMONG NINIGRET CONSTRUCTION COMPANY NORTH L.C., A UTAH LIMITED LIABILITY COMPANY, NINIGRET NORTH 4, L.C., A UTAH LIMITED LIABILITY COMPANY AND CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, RECORDED SEPTEMBER 18, 2015 AS ENTRY NO. 2893696 IN BOOK 6354 AT PAGE 90 OF OFFICIAL RECORDS IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

PARCEL 3:

INTENTIONALLY OMITTED.

PARCEL 4:

IRRIGATION EASEMENT AGREEMENT DATED SEPTEMBER 18, 2015, BY AND AMONG NINIGRET CONSTRUCTION COMPANY NORTH L.C., A UTAH LIMITED LIABILITY COMPANY, NINIGRET NORTH 4, L.C., A UTAH LIMITED LIABILITY COMPANY AND CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, A UTAH CORPORATION SOLE, RECORDED SEPTMEBER 18, 2015 AS ENTRY NO. 2893698 IN BOOK 6354 AT PAGE 118 OF THE OFFICIAL RECORDS IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

PARCEL 5:

ROADWAY DESCRIPTION

A PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED IN SYRACUSE CITY, DAVIS COUNTY, UTAH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LOCATED ON THE EASTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 108 KNOWN AS PROJECT NO. S-0108(23)5, SAID POINT ALSO BEING LOCATED S0°08'25"W 1328.30 FEET AND N89°51'36"W 2616.88 FEET FROM THE CENTER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; SAID CENTER OF SECTION LOCATED N89°56'57"W 2,654.25 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 3 (BASIS OF BEARING IS S00°07'00"W BETWEEN THE EAST QUARTER CORNER AND SOUTHEAST CORNER OF SAID SECTION 3); THENCE CONTINUE ALONG SAID RIGHT-OF-WAY N N00°09'22"E 105.98 FEET; THENCE S89°50'38"E 38.47 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET (RADIUS BEARS: S89°53'39"E) A DISTANCE OF 31.40 FEET THROUGH A CENTRAL ANGLE OF 89°56'58" CHORD: S44°52'08"E 28.27 FEET; THENCE S89°50'37"E 862.51 FEET; THENCE S00°09'23"W 66.00 FEET; THENCE N89°50'37"W 862.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 20.00 FEET A DISTANCE OF 31.41 FEET THROUGH A CENTRAL ANGLE OF 89°59'00" CHORD: S45°09'53"W 28.28 FEET; THENCE N89°50'38"W 38.45 FEET TO THE POINT OF BEGINNING.

(NOTE: ROTATE ABOVE BEARING 0°14'45" CLOCKWISE TO EQUAL NAD83 BEARING)

**EXHIBIT B
TO
SPECIAL WARRANTY DEED**

Exceptions to Title

1. Rights of the public in streets and highways adjoining the Property, if any.
2. Zoning and building laws, ordinances, resolutions and regulations.
3. Taxes and assessments for the year 2022 and subsequent years, not yet due and payable.
4. Setback lines, easements, rights of way, encroachments, boundary line disputes and other matters as disclosed by an accurate survey and inspection of the Property.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Record.
6. Any charge upon the land by reason of its inclusion in North Davis Sewer Improvement District and Syracuse City.
7. An easement over, across or through the Land for constructing and maintaining cut and/or fill slopes necessary for the extension of the existing highway and incidental purposes, as granted to the Utah Department of Transportation by Instrument recorded March 09, 2012 as Entry No. 2648423 in Book 5475 at Page 1456 of Official Records.
8. South Access Easement Agreement dated September 18, 2015, by and among Ninigret Construction Company North L.C., a Utah limited liability company, Ninigret North 4, L.C., a Utah limited liability company and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole recorded September 18, 2015 as Entry No. 2893696 in Book 6354 at Page 90 of Official Records.
9. Irrigation Easement Agreement dated September 18, 2015, by and among Ninigret Construction Company North L.C., a Utah limited liability company, Ninigret North 4, L.C., a Utah limited liability company and Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints, a Utah corporation sole recorded September 18, 2015 as Entry No. 2893698 in Book 6354 at Page 118 of Official Records.
10. Development Agreement (HCA Syracuse mixed use project), by and between Wasatch Residential Group, LLC and Syracuse City, recorded October 7, 2022, as Entry No. 3501369, in Book 8104, at Page 1012 of Official Records.
11. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Land or produced from the Land, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights,

privileges, immunities, rights of way, and easements associated therewith or appurtenance thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records or are shown in Schedule B.

12. Subject to a concrete ditch across the Southerly boundary of Parcel 1. A future road widening by the Utah Department of Transportation affecting the Northerly boundary of Parcel 1 and Westerly Boundary of Parcel 5. An existing water line or Irrigation. Also the South fence line of Parcel 1 is South 0.5 feet to 1 foot South of boundary as disclosed by the survey created by Focus Engineering Job No. 21-0557, dated December 22, 2021.

13. An easement over and across that portion of the Property described as Parcel 5 in Exhibit A to this Deed and any roadway or driveway improvements now or hereafter thereon located is hereby reserved to and for the benefit of Grantor and its successors and assigns for purposes of access to and from Grantor's adjacent real property, which access easement will remain in effect until any roadway or driveway improvements now or hereafter located on such Parcel 5 are dedicated to public use.

**EXHIBIT C
TO
SPECIAL WARRANTY DEED**

Use Restrictions

1. (a) Except for uses prohibited below in Section 1(b), the Property may be used for any lawful purpose.

(b) Notwithstanding any provision of Section 1(a) of this Exhibit C, however, the following uses will not be permitted on the Property under any circumstances: (i) an acute care hospital, medical or surgical or specialty hospital; (ii) a facility providing outpatient or inpatient surgery services; (iii) a facility providing human birthing services (including without limitation, labor and delivery services), (iv) a facility providing outpatient rehabilitation services; (v) the provision of skilled nursing services; or (vi) a facility providing "Ancillary Medical Services or Facilities" (as defined herein). As used herein, an "Ancillary Medical Care Service or Facility" will mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a licensed physician or by other health care professionals under the direct supervision of a licensed physician, or a facility operated for the provision of any such service.

2. The covenants and restrictions provided for in this Exhibit will be effective upon the date hereof and will run with the land. The agreements provided for herein will inure to the benefit of and be binding upon the (a) the Grantor and its successors and assigns; (b) the Grantee, and (c) the respective successors, successors-in-title, assigns, heirs and lessees of the Grantee, and their respective agents, employees, lessees and invitees. The covenants and restrictions provided for in this Exhibit will remain in full force and effect and will be unaffected by any change in ownership of the Property, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to Grantor by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit, and, therefore, Grantor will be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit, as well as any other relief available at law or equity. The failure of Grantor, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit, or to exercise any right or privilege conferred in this Exhibit, will not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same will continue and remain in full force and effect as if no such forbearance had occurred.

3. This Exhibit will be governed, construed and enforced in accordance with the laws of the State of Utah. If any covenant, condition, restriction, option, right of first refusal or other provision of this Exhibit will be unlawful, void or voidable for the violation of any rule of law, including,

but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision will continue only until the date twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Elizabeth II, Queen of England.