

PARKWAY HEALTH CENTER
MAINTENANCE AGREEMENT
FOR JOINT USE OF EASEMENT AREA

THIS MAINTENANCE AGREEMENT (hereinafter the "Agreement") is made and entered into effective as of the 17 day of December, 2007, by, between, and among BD&E PROPERTIES, LC, a Utah limited liability company (hereinafter "BD & E"), and Bar K Development, LLC, a Utah limited liability company (hereinafter "Bar K").

RECITALS

- A. BD& E is the owner of that certain real property located in Utah County, State of Utah and more particularly described on Exhibit "D" attached hereto and by this reference made a part hereof (hereinafter the "Easement Property").
- B. BD& E is the owner of that certain real property located in Utah County, State of Utah and more particularly described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter "Lot A"). The Easement Property is located on a portion of Lot A.
- C. Bar K is the owner of two parcels of real property located in Utah County, State of Utah and more particularly described on Exhibit "B & C" attached hereto and by this reference made a part hereof (hereinafter "Lot B and Lot C").
- D. In October 2007, BD& E and Bar K entered into an Access Easement Agreement for the Easement Property whereby BD & E granted Bar K an easement for automobiles and other motor vehicles on and across the Easement Property.
- E. BD& E and Bar K desire to develop their respective Lots into individual lots having the same configuration as the Lots identified on Exhibits A, B and C. The parties desire to provide for the maintenance of the Easement Property.

Now, **THEREFORE**, for and in consideration of the mutual covenants and promises set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by the parties to this Agreement who also further agree as follows:

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings indicated below:
 - (a) **"Allocable Share,"** as to each party to this Agreement, shall mean with respect to each Lot A fraction, the numerator of which is the number of square feet of area in such Lot and the denominator of which is the number of square feet of area in the sum of the Lot A, B and C. For Purposes of this Agreement Lot is deemed to have 167,706 square feet, Lot B is deemed to have 60,984 square feet, and Lot C is deemed to have 60,984 square feet.
 - (b) **"Benefited Site"** shall mean the Lots B and C, as presently constituted and as the same may hereafter be developed or subdivided.
 - (c) **"Burdened Site"** shall mean the Easement Property.

- (d) **“Common Expenses”** shall mean the following: (1) reasonable costs, expenses, fees and other amounts (including appropriate reasonable reserves) paid or incurred by the Manager in connection with the improvement (excluding the initial development of the Burdened Site), operation, management, maintenance and repair of the Burdened Site and the performance of the Manager’s duties and rights under Paragraph 2 or any other provision of this Agreement, (including, without limitation, costs, expenses, fees and other amounts which are properly capitalized under generally accepted accounting principles) relating to cleaning, sweeping, ice snow and rubbish removal, resurfacing, restriping, replacing damaged or worn-out improvements located on the Easement Property, personnel necessary to perform any of the foregoing; (2) managerial, clerical and overhead costs, expenses, fees and other amounts, all which shall be deemed to be equal to fifteen percent (15%) of the total of all other Common Expenses; and (3) Common Expenses due but not recoverable (after reasonable effort) from a responsible Owner, together with a all interest on, and costs and attorneys’ fees incurred in connection with, such unpaid Common Expenses.
- (e) **“Lots”** shall mean: “Lot A,” “Lot B,” and, “Lot C” as described on Exhibits A, B and C respectively and Lot shall mean each of the Lots.
- (f) **“Manager”** shall mean the Owner of Lot A, unless and until the Owner of Lot A assigns its rights and duties as the Manager. The Manager’s rights and duties under this Agreement may be assigned at any time to any owner’s association which may be performed by the Manager at any time, in the Manger’s sole discretion, for the purpose of performing the Manager’s functions under this Agreement.

2. **Maintenance of Easement Property.** The Manager shall keep the Easement Property in a reasonably clean, orderly and usable condition and in a good state of maintenance and repair. The foregoing shall include, without limitation, maintenance, repair, and replacement, as necessary and appropriate, of all improvements located on the Easement Property.

3. **Damage.** If any part of the Easement Property is damaged or destroyed through casualty, the Manager shall, as soon as reasonably possible, restore the same to substantially the same condition as existed prior to the damage or destruction. Each Owner shall, within thirty (30) days after notified of the amount due, contribute an amount equal to the product obtained by multiplying the Allocable Share of each Owner by the cost of such restoration (net of any recoveries from such persons causing such damage actually received by the manager). Appropriate additional payments by, or refunds to, each Owner shall be made on completion of such restoration.

4. **Common Expense Collection.** The Manager is expressly authorized by each Owner to incur all costs, expenses, fees and other amounts included within the definition of “Common Expenses” set forth in Paragraph 1(d), and each Owner shall contribute such Owner’s Allocable Share of the Common Expenses in the manner described in this Paragraph 4(a). The Manager shall make reasonable, good faith efforts to collect from each Owner such Owner’s Allocable Share of the Common Expenses and may, at its option, do either of the following: (1) invoice each Owner for such Owner’s Allocable Share of the Common Expenses on a monthly, quarterly or other periodic basis as the actual amount of the Common Expenses becomes known (in which event, each Owner’s Allocable Share of the Common Expenses shall be due and payable within (30) days after the delivery of such invoice). Any amount required to be paid under this Paragraph 4 which is not timely paid shall accrue interest on and after the date due until paid in full, before and after judgment, at the rate of eighteen percent (18%) per annum.

5. **Miscellaneous Provisions.**

(a) This Agreement shall inure to the benefit of and be binding upon the parties, hereto, their heirs, personal representatives, successors and assigns, and upon any person acquiring any of the Lots or the Easement Property, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

(b) In the event any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees.

(c) The failure of a party to insist upon the strict performance of any of the terms, covenants, conditions and agreements contained herein shall not be deemed a waiver of any rights or remedies that said party may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the covenants, conditions and restrictions contained herein by the same or any other person or entity.

(d) The provisions contained in this Agreement shall remain in full force and effect despite the fact that one or more Lots may be owned by the same entity from time to time, it being the intention of the Manager to create a common scheme for the development and operation of the Lots which will not be terminated by the doctrine of merger or otherwise.

(e) This Agreement contains the entire agreement between the parties hereto and supercedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

DATED effective as of the day and year first above written.

BD & E Properties, LC, a
Utah limited liability company

By: [Signature]
Title: Manager

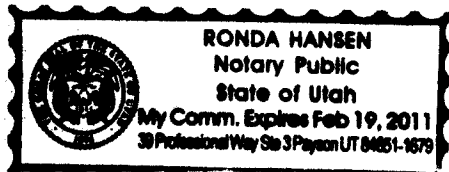
By: Bryan Erickson
Title: Manager

Bar K Development, LLC
A Utah limited liability company

By: [Signature]
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

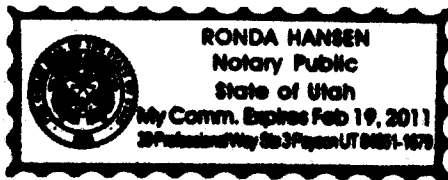
On the 17 day of Dec ., 2007, personally appeared before me Steve Dewey, the Managing Member of BD & E, Properties, LC, a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of said limited liability company.



Ronda Hansen
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

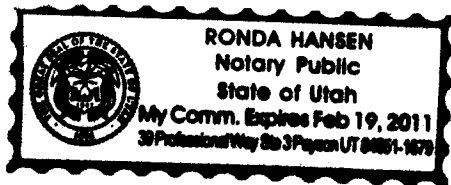
On the 17 day of DEC, 2007, personally appeared before me Bryan Erickson, the Managing Member of BD & E, Properties, LC, a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of said limited liability company.



Ronda Hansen
NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

On the 17 day of DEC, 2007, personally appeared before me Steve Dewey, the Managing Member of Bar K Development, LLC, a Utah limited liability company, who duly acknowledged to me that he executed the same on behalf of said limited liability company.



Ronda Hansen
NOTARY PUBLIC

File #21084
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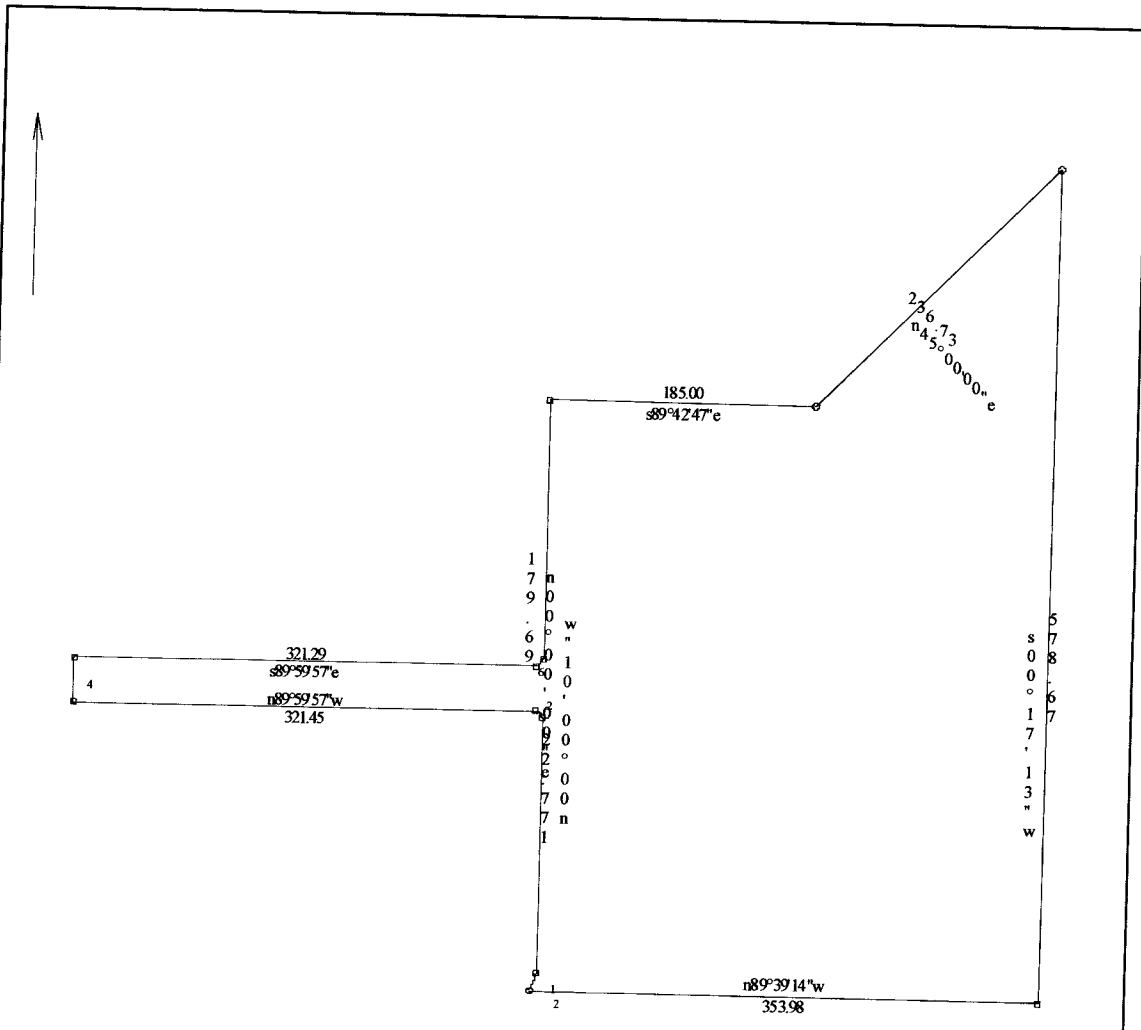
EXHIBIT A

PARKWAY HEALTH CENTER
LOT A

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N. $00^{\circ}22'32''$ W. A DISTANCE OF 517.29 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 55.90 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. $00^{\circ}00'01''$ W. A DISTANCE OF 177.22 FEET TO A POINT OF CURVATURE OF A 5.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHWESTERLY A DISTANCE OF 7.85 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $89^{\circ}57'16''$ AND A CHORD THAT BEARS N. $44^{\circ}59'36''$ W. A DISTANCE OF 7.07 FEET; THENCE N. $89^{\circ}59'57''$ W. A DISTANCE OF 321.45 FEET; THENCE N. $00^{\circ}01'56''$ W. A DISTANCE OF 31.00 FEET; THENCE S. $89^{\circ}59'57''$ E. A DISTANCE OF 321.29 FEET TO A POINT OF CURVATURE OF A 5.00 FOOT RADIUS TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 7.85 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $89^{\circ}57'16''$ AND A CHORD THAT BEARS N. $45^{\circ}00'01''$ E. A DISTANCE OF 7.07 FEET; THENCE N. $00^{\circ}00'00''$ E. A DISTANCE OF 179.69 FEET; THENCE S. $89^{\circ}42'47''$ E. A DISTANCE OF 185.00 FEET; THENCE N. $45^{\circ}00'00''$ E. A DISTANCE OF 236.73 FEET; THENCE S. $00^{\circ}17'13''$ W. A DISTANCE OF 578.67 FEET; THENCE N. $89^{\circ}39'14''$ W. A DISTANCE OF 353.98 FEET TO A POINT OF CURVATURE OF AN 18.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE NORTHEASTERLY A DISTANCE OF 13.30 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $42^{\circ}20'07''$ AND A CHORD THAT BEARS N. $20^{\circ}59'11''$ E. A DISTANCE OF 13.00 FEET TO THE REAL POINT OF BEGINNING.



Title: EXHIBIT A		Date: 12-13-2007
Scale: 1 inch = 100 feet	File:	
Tract 1: 3.855 Acres: 167924 Sq Feet: Closure = n08.1739e 0.01 Feet: Precision = 1/238501: Perimeter = 2414 Feet		
001 = n00.0001w 177.22 002: Lt, R = 5.00 Bng = n44.5936w, Chd = 7.07	006: Lt, R = 5.00, Dist = 90.0007 Bng = n45.0001e, Chd = 7.07	011 = n89.3914w 353.98 012: Lt, R = 18.00 Bng = n20.5911e, Chd = 13.00
008 = n89.5957w 321.45	007 = n00.0000e 179.69	
004 = n00.0156w 31.00	008 = s89.4247e 185.00	
005 = s89.5957e 321.29	009 = n45.0000e 236.73	
	010 = s00.1713w 578.67	

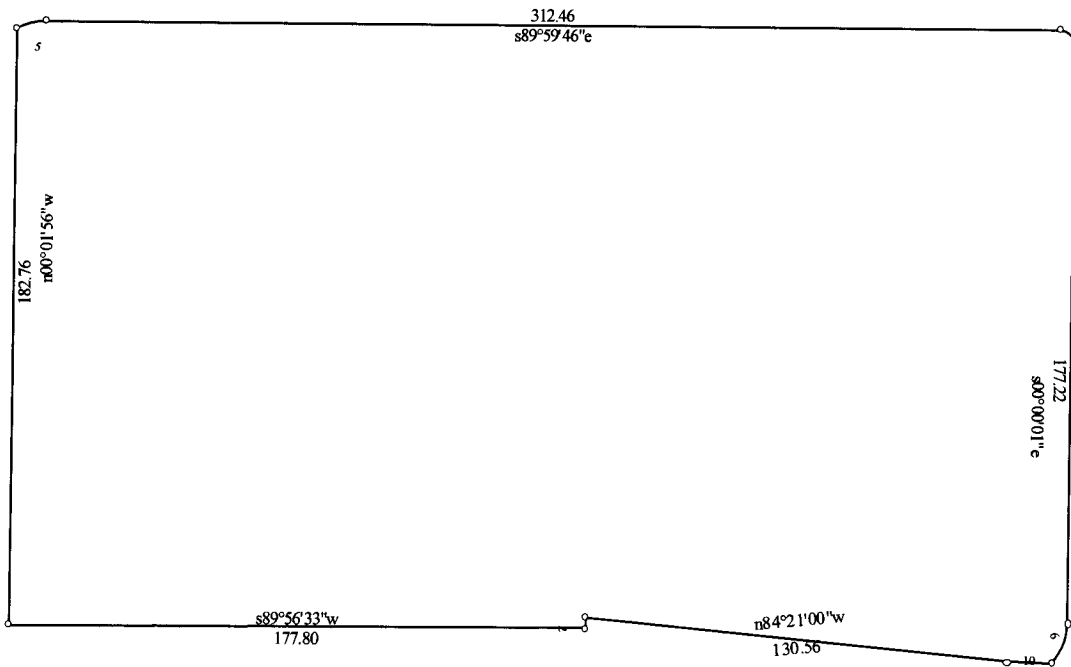
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PARKWAY HEALTH CENTER FUTURE LOT 1 (b)

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N. $00^{\circ}22'32''$ W. A DISTANCE OF 505.24 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 37.22 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. $84^{\circ}21'00''$ W. A DISTANCE OF 130.57 FEET; THENCE S. $00^{\circ}00'00''$ E. A DISTANCE OF 3.70 FEET; THENCE S. $89^{\circ}56'33''$ W. A DISTANCE OF 177.80 FEET; THENCE N. $00^{\circ}01'56''$ W. A DISTANCE OF 182.76 FEET TO A POINT OF CURVATURE OF A 18.00-FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY A DISTANCE OF 9.41 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $29^{\circ}57'27''$ AND A CHORD THAT BEARS N. $75^{\circ}01'16''$ E. A DISTANCE OF 9.30 FEET; THENCE S. $89^{\circ}59'46''$ E. A DISTANCE OF 312.46 FEET TO A POINT OF CURVATURE OF A 5.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHEASTERLY A DISTANCE OF 7.85 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $89^{\circ}58'58''$ AND A CHORD THAT BEARS S. $44^{\circ}59'36''$ E. A DISTANCE OF 7.07 FEET; THENCE S. $00^{\circ}00'01''$ E. A DISTANCE OF 177.22 FEET TO A POINT OF CURVATURE OF A 18.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY A DISTANCE OF 13.30 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $42^{\circ}19'03''$ AND A CHORD THAT BEARS S. $20^{\circ}59'11''$ W. A DISTANCE OF 13.00 FEET; THENCE N. $89^{\circ}39'14''$ W. A DISTANCE OF 13.96 FEET TO THE REAL POINT OF BEGINNING. CONTAINING 1.40 ACRES.



Title:		Date: 11-02-2007
Scale: 1 inch = 50 feet	File:	
Tract 1: 1.398 Acres: 60909 Sq Feet: Closure = s06.3402e 0.00 Feet: Precision = 1/217625: Perimeter = 1029 Feet		
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002=s00.0000e3.54	006=s89.5946e312.46	010=n89.3914w13.96
003=s89.5633w177.80	007: Rt, R=5.00 Bng=s44.5936e, Chd=7.07	
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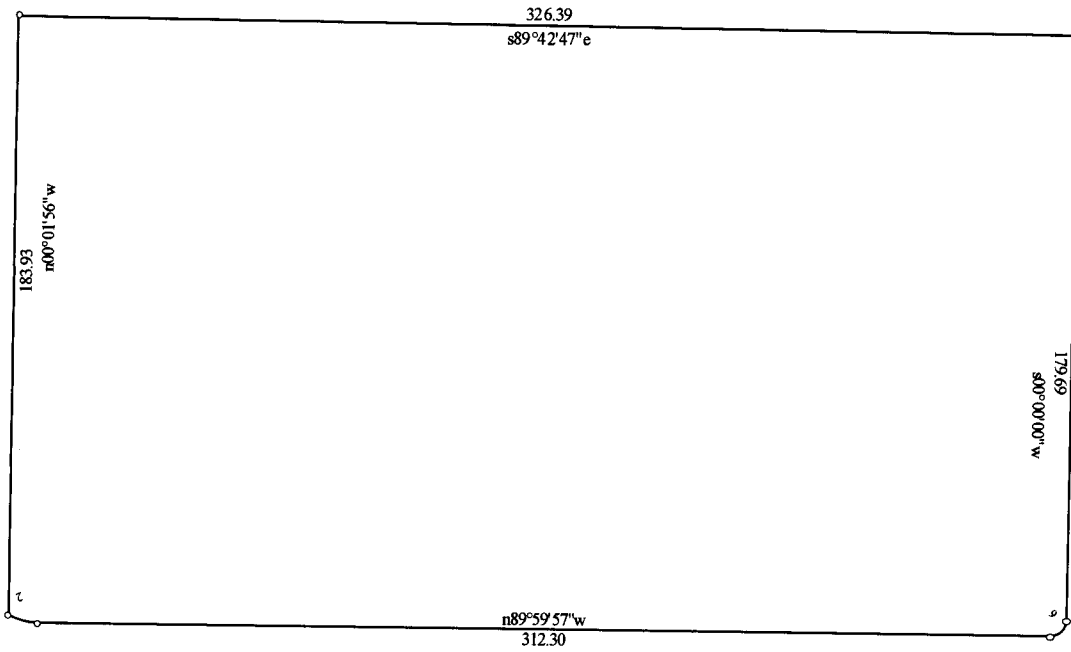
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PARKWAY HEALTH CENTER FUTURE LOT 2 (C)

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N. $00^{\circ}22'32''$ W. A DISTANCE OF 730.51 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 52.11 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. $89^{\circ}59'57''$ W. A DISTANCE OF 312.30 FEET TO A POINT OF CURVATURE OF A 18.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE NORTHWESTERLY A DISTANCE OF 9.41 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $29^{\circ}57'47''$ AND A CHORD THAT BEARS N. $75^{\circ}01'06''$ W. A DISTANCE OF 9.30 FEET; THENCE N. $00^{\circ}01'56''$ W. A DISTANCE OF 183.93 FEET; THENCE S. $89^{\circ}42'47''$ E A DISTANCE OF 326.39 FEET; THENCE S. $00^{\circ}00'00''$ W. A DISTANCE OF 179.69 FEET TO A POINT OF CURVATURE OF A 5.00-FOOT RADIUS TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY A DISTANCE OF 7.85 FEET ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF $90^{\circ}00'03''$ AND A CHORD THAT BEARS S. $45^{\circ}00'01''$ W. A DISTANCE OF 7.07 FEET TO THE REAL POINT OF BEGINNING. CONTAINING 1.40 ACRES.



Title:		Date: 11-02-2007
Scale: 1 inch = 50 feet	File:	
Tract 1: 1.389 Acres: 60527 Sq Feet: Closure = s06.1207e 0.01 Feet: Precision = 1/72401: Perimeter = 1020 Feet		
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003=n00.0156w183.93		

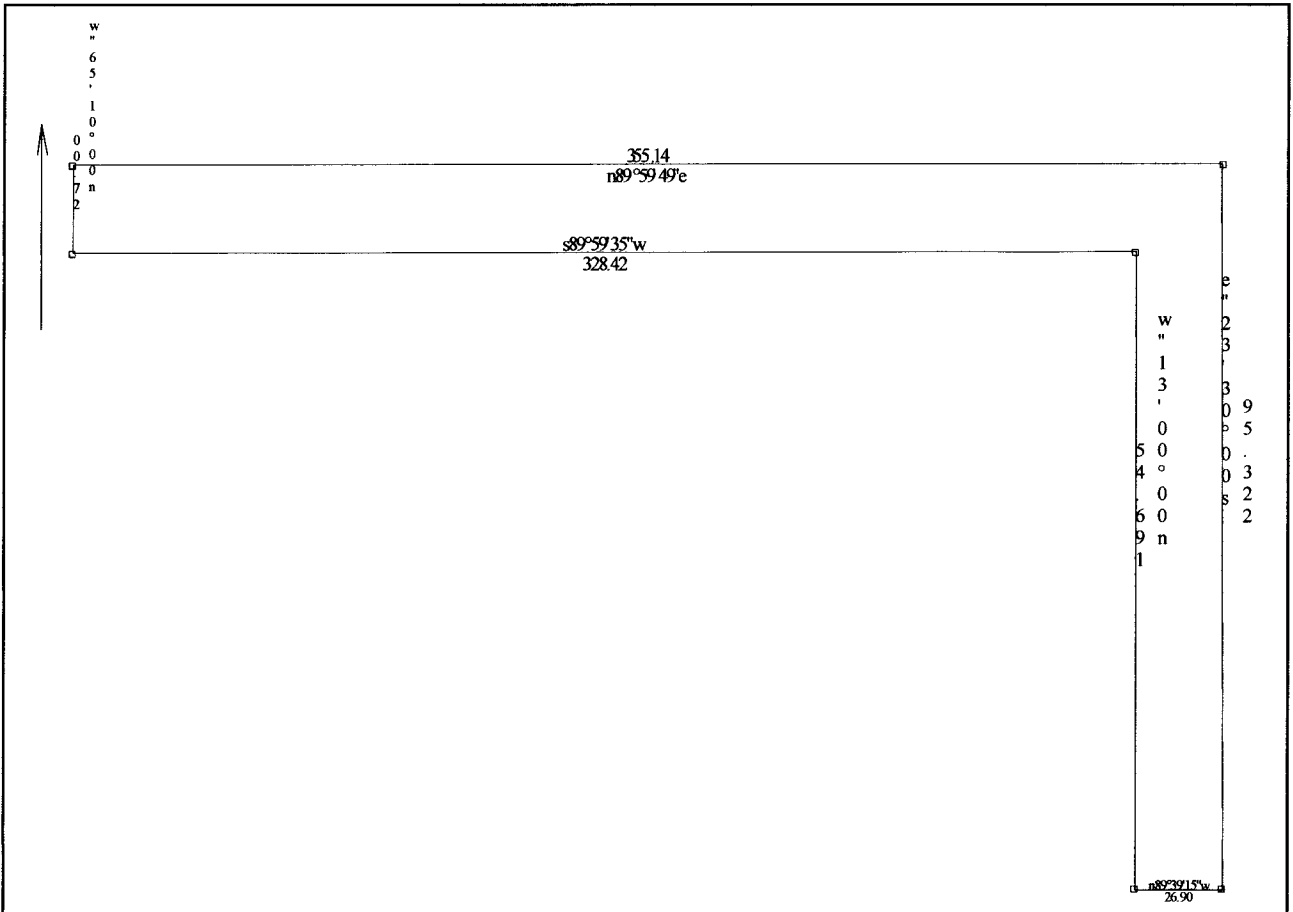
EXHIBIT D

PARKWAY HEALTH CENTER
"EASEMENT PROPERTY"
ACCESS EASEMENT AREA

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N. 00°22'32" W. A DISTANCE OF 505.11 FEET ALONG THE SECTION LINE; THENCE EAST A DISTANCE OF 57.82 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. 00°00'31" W. A DISTANCE OF 196.45 FEET; THENCE S. 89°59'35" W A DISTANCE OF 328.42 FEET; THENCE N. 00°01'56" W. A DISTANCE OF 27.00 FEET; THENCE N. 89°59'49" E. A DISTANCE OF 355.14 FEET; THENCE S. 00°03'32" E. A DISTANCE OF 223.59 FEET; THENCE N. 89°39'15" W. A DISTANCE OF 26.90 FEET TO THE REAL POINT OF BEGINNING. CONTAINING 0.34 ACRES.



Title:		Date: 11-01-2007
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002=s89.5935w328.42	005=s00.0332e223.59	
006=n00.0156w27.00	006=n89.3915w26.90	