

Other Mark Day  
Title West 6th Co  
2180 So 12th E  
Suite 130  
SLC 84106

MARIE G. FORTH  
BOX ELDER COUNTY RECORDER

DEP 89 REC 2600

54324

1993 APR 21 PM 3:33

SPECIAL WARRANTY DEED

03-152-0042 ✓

STATE OF UTAH

BOOK 542 PAGE 593

COUNTY OF BOX ELDER

BRIGHAM CITY COMMUNITY HOSPITAL, INC., an Idaho corporation ("Grantor"), for and in consideration of the sum of One Hundred Twenty-One Thousand Five Hundred Thirty-Five Dollars (\$121,535) and other good and valuable consideration to it in hand paid by M.O.B. UTAH PARTNERSHIP, an Idaho general partnership ("Grantee"), whose general partners are Scott McDonald and M.O.B. Partnership, an Idaho general partnership whose general partners are J. Keith Ormond and Reed H. Miller, and whose current mailing address is c/o Ormond Builders, Inc., 1084 N. Skyline Drive, Idaho Falls, Idaho 83403, does hereby grant, bargain, sell and convey to Grantee the real property and real property interests described in Exhibit A attached hereto (hereinafter the "Property").

The Property is being purchased by Grantee for the purpose of constructing on the Property two medical office buildings and certain other improvements (the "Medical Office Buildings") in the manner provided for in that certain Development Agreement dated as of April 16, 1993 (the "Development Agreement"), among Grantor, Grantee and Healthtrust, Inc. - The Hospital Company, a Delaware corporation ("Healthtrust"). 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 in the Exhibits to this deed, and the covenants and agreements of Grantee set forth in Exhibits A and C attached hereto shall be covenants running with the land binding upon all successor owners of the Property or any part thereof or interest therein. The covenants, agreements, easements and other title exceptions and matters set forth, described or referred to in Exhibits A, B and C attached hereto are collectively hereinafter referred to as the "Permitted Exceptions". All Exhibits referred to herein are attached hereto and incorporated herein by reference. Title to all buildings and other improvements (with the exception of underground utility lines and drainage pipes which exclusively serve buildings and improvements located on the Property) which are constructed, erected or installed by Grantee pursuant to the Development Agreement and are located on any land owned by Grantor, shall automatically vest in Grantor upon such construction, erection or installation, and such title to such buildings and

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, BOOK 542 PAGE 594

improvements shall be free of any claims, liens or encumbrances, excepting the easements and other rights herein provided.

TO HAVE AND TO HOLD the Property, together with all improvements thereon and all appurtenances thereunto belonging unto Grantee, its successors and assigns forever.

AND GRANTOR DOES COVENANT to and with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good and lawful right to sell and convey the same; and that except for Permitted Exceptions, the Property is free from all liens, rights, claims, encumbrances and restrictions held by or benefitting any person claiming under Grantor.

AND GRANTOR DOES FURTHER COVENANT and bind itself, its successors and assigns, to warrant and defend title to the Property to Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor (other than the rights, interests, and claims described or referred to in Exhibits A, B and C attached hereto), but not otherwise.

THIS SPECIAL WARRANTY DEED is executed this 15<sup>th</sup> day of April, 1993 and is effective as of the 16<sup>th</sup> day of April, 1993.

BRIGHAM CITY COMMUNITY HOSPITAL, INC.

BY: 

Name: Richard E. Francis, Jr.

Title: Vice-President

STATE OF TENNESSEE  
COUNTY OF DAVIDSON

BOOK 542 PAGE 595

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of April, 1993, by Richard E. Francis, Jr., known or identified to me to be the Vice-President of Brigham City Community Hospital, Inc., an Utah corporation, the corporation that executed the foregoing instrument.

WITNESS my hand and official seal.

John D. Campbell  
Notary Public

Residing at:

Nashville, Davidson County, Tennessee

My Commission Expires:

May 25, 1996

This Instrument prepared by:  
W. Gregory Conway, Esq.  
Waller Lansden Dortch & Davis  
2100 Nashville City Center  
511 Union Street  
Nashville, Tennessee 37219

EXHIBIT A

BOOK 542 PAGE 596

TO

SPECIAL WARRANTY DEED

Description of the Land

LOT 2 OF THE BRIGHAM CITY HOSPITAL MEDICAL CENTER SUBDIVISION ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE BOX ELDER COUNTY RECORDER, AND FURTHER DESCRIBED AS FOLLOWS:

A PART OF THE NORTHEAST QUARTER OF SECTION 26 AND A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 500 WEST STREET LOCATED SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 1911.10 FEET AND NORTH 90°00'00" WEST 55.92 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, SAID POINT BEING THE NORTHEAST CORNER OF THE MEDICAL ARTS CENTER PROPERTY; THENCE ALONG SAID MEDICAL ARTS CENTER PROPERTY LINE THE FOLLOWING 3 COURSES, TO THE LEFT ALONG THE ARC OF A 56.26 FOOT RADIUS CURVE, A DISTANCE OF 33.27 FEET, CHORD BEARS NORTH 70°50'35" WEST 32.79 FEET; THENCE NORTH 87°47'07" WEST 400.00 FEET; THENCE SOUTH 02°12'53" WEST 130.00 FEET TO GRANTORS SOUTH PROPERTY LINE; THENCE NORTH 89°58'50" WEST 174.63 FEET TO GRANTORS SOUTHWEST PROPERTY CORNER; THENCE NORTH 02°30'46" WEST ALONG GRANTORS WEST PROPERTY LINE 415.46 FEET TO THE SOUTH LINE OF THE BEAR RIVER MENTAL HEALTH SUBDIVISION (NORTH 02°53'07" WEST RECORD); THENCE SOUTH 87°17'54" EAST 295.14 FEET; THENCE SOUTH 02°22'14" WEST 54.13 FEET; THENCE TO THE LEFT ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE, A DISTANCE OF 236.34 FEET, CHORD BEARS SOUTH 42°38'55" EAST 212.64 FEET; THENCE SOUTH 87°47'07" EAST 248.55 FEET TO THE SAID WEST RIGHT-OF-WAY LINE OF 500 WEST STREET; THENCE SOUTH 36°06'01" WEST ALONG SAID RIGHT-OF-WAY LINE 95.83 FEET TO THE POINT OF BEGINNING.

Reserved Access Easement

GRANTOR HEREBY RESERVES a perpetual, non-exclusive easement for pedestrian and motor vehicle ingress and egress by Grantor on, over and across such surface parking areas, sidewalks and drives, as may be now or hereafter located on the following described portions of the Land, which portions of the Land shall hereinafter be referred to individually as the "Reserved Access Easement Parcel No. 1" and the "Reserved Access Easement Parcel No.

2", and collectively as the "Reserved Access Easement Parcels", to wit:

Reserved Access Easement Parcel No. 1:

A PART OF THE NORTHEAST QUARTER OF SECTION 26 AND A PART OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 500 WEST STREET LOCATED SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 1911.10 FEET AND NORTH 90°00'00" WEST 55.92 FEET FROM THE NORTHEAST CORNER OF THE MEDICAL ARTS PROPERTY; THENCE ALONG SAID MEDICAL ARTS PROPERTY LINE THE FOLLOWING 2 COURSES, TO THE LEFT ALONG THE ARC OF A 56.26 FOOT RADIUS CURVE, A DISTANCE OF 33.27 FEET, CHORD BEARS NORTH 70°50'35" WEST 32.79 FEET; THENCE NORTH 87°47'07" WEST 369.78 FEET; THENCE NORTH 02°12'53" EAST 275.32 FEET; THENCE SOUTH 87°17'54" EAST 56.17 FEET; THENCE SOUTH 02°22'14" WEST 54.13 FEET THENCE TO THE LEFT ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE, A DISTANCE OF 236.34 FEET, CHORD BEARS SOUTH 42°38'55" EAST 212.64 FEET; THENCE SOUTH 87°47'07" EAST 248.55 FEET TO SAID WEST RIGHT-OF-WAY LINE OF 500 WEST STREET; THENCE SOUTH 36°06'01" WEST ALONG SAID RIGHT-OF-WAY LINE 95.83 FEET TO THE POINT OF BEGINNING.

Reserved Access Easement Parcel No. 2:

A PART OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE SALT LAKE BASE AND MERIDIAN.

BEGINNING AT A POINT LOCATED SOUTH 00°00'00" WEST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER 1911.10 FEET AND NORTH 90°00'00" WEST 55.92 FEET AND TO THE LEFT ALONG THE ARC OF A 56.26 FOOT RADIUS CURVE, A DISTANCE OF 33.27 FEET, CHORD BEARS NORTH 70°50'35" WEST 32.79 FEET AND NORTH 87°47'07" WEST 369.78 FEET AND NORTH 02°12'53" EAST 38.50 FEET FROM THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER, RUNNING THENCE NORTH 87°47'07" WEST 219.21 FEET TO GRANTORS WEST PROPERTY LINE; THENCE NORTH 02°30'46" WEST ALONG GRANTORS WEST PROPERTY LINE 130.44 FEET; SOUTH 87°47'07" EAST 229.96 FEET; THENCE SOUTH 02°12'53" WEST 130.00 FEET TO THE POINT OF BEGINNING.

Grantor shall maintain all such paved parking areas, sidewalks and drives located on the Reserved Access Easement Parcel No. 1 in good condition and repair, and shall make all necessary repairs, replacements and renewals to maintain such paved surface parking areas, sidewalks and drives in such condition and repair as is comparable to the state of condition and repair of the paved

surface parking areas, sidewalks and drives located on the "Hospital Property" (as hereinafter defined). In addition, Grantor shall keep and maintain the paved surface parking areas, sidewalks and drives located on the Reserved Access Easement Parcel No. 1 in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Property, and shall keep the Reserved Access Easement Parcel No. 1 free from accumulation of trash, dirt and other debris. Grantor may impose from time to time reasonable rules and regulations and construct and install barriers and other devices to control the use of and access to the paved surface parking areas, sidewalks and drives located on the Reserved Access Easement Parcel No. 1, so long as the use thereof by Grantor is not materially impaired, and Grantee shall comply with all such reasonable rules and regulations. The foregoing easement shall not include the right to park or otherwise stop vehicles in the entrances, driveways or lanes located on the Reserved Access Easement Parcel No. 1.

Grantee shall maintain all such paved parking areas, sidewalks and drives located on the Reserved Access Easement Parcel No. 2 in good condition and repair, and shall make all necessary repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary, to maintain such paved surface parking areas, sidewalks and drives in such condition and repair as is comparable to the state of condition and repair of the Hospital Property. In addition, Grantee shall keep and maintain the paved surface parking areas, sidewalks and drives located on the Reserved Access Easement Parcel No. 2 in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Property, and shall keep the Reserved Access Easement Parcel No. 2 free from accumulation of trash, dirt and other debris. Grantee may impose from time to time reasonable rules and regulations for the use of the paved surface parking areas, sidewalks and drives located on the Reserved Access Easement Parcel No. 2, so long as the use thereof by Grantor is not materially impaired, and Grantor shall comply with all such reasonable rules and regulations. Grantor hereby reserves the right to grant similar easements and licenses to others for the use of the paved surface parking areas, sidewalks and drives located on the Reserved Access Easement Parcels, as it shall determine in its sole discretion to be necessary, appropriate or desirable in connection with the use, operation or enjoyment of the buildings and improvements now or hereafter located on the Hospital Property. The "Hospital Property" shall mean and include the real property described as "Lot No. 1" on the Brigham City Hospital Medical Center Subdivision Plat, according to the official

plat thereof on file and of record in the office of the Box Elder County Recorder.

Reserved Parking Easement

Grantor reserves a perpetual non-exclusive easement to construct, maintain, use, operate, repair, replace and/or remove access lanes and parking spaces for ingress, egress and parking of motor vehicles on, over and across the Reserved Access Easement Parcel No. 1. Grantor further reserves the right to grant similar easements and licenses to others for the use of the Reserved Access Easement Parcel No. 1 as it shall determine in its sole discretion to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the Hospital Property or any part thereof, provided that the granting of such additional easement and license rights will not cause the Property to be in violation of the then-applicable off street parking requirements of the applicable codes and regulations of the City of Brigham City and the State of Utah. Grantee shall have the right to use the Reserved Access Easement Parcel No. 1 for any purpose not inconsistent with the rights reserved by Grantor herein; provided, however, Grantee shall not construct or install any structures or buildings on the Reserved Access Easement Parcel No. 1 without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole discretion. Grantor shall keep and maintain all access lanes and parking areas constructed by Grantor on the Reserved Access Easement Parcel No. 1 in reasonably good condition and repair and shall make all repairs, replacements and renewals to maintain the standards of maintenance and repair in effect with respect to the Hospital Property. Grantee shall comply with and shall cause all of its partners, officers, directors, employees and agents to comply with, and shall use all reasonable efforts to cause its contractors, invitees, licensees, permittees, tenants, subtenants and other occupants of the Property, to comply with the reasonable rules and regulations as may be adopted by Grantor from time to time relating to, among other things, the direction and flow of traffic, the delineation of areas where parking and standing are not permitted and otherwise governing the use and operation of the Reserved Access Easement Parcel No. 1 and the safety and security of pedestrians, motor vehicles and their operators, and other property.

Reserved Utility Easement

GRANTOR HEREBY RESERVES a perpetual non-exclusive right and easement to construct, maintain, use, operate, repair, replace and/or remove on, in, under and from the Reserved Access Easement Parcels, such underground conduits, wires, lines, pipes and mains and other necessary underground utility structures and improvements (all of the foregoing being hereinafter referred to collectively as the "Utility Facilities") for the transmission and/or provision of

gas, electricity, water, sanitary sewer services, and telephone and telecommunications services to any property located adjacent to the west boundary line of the Land. Nothing contained herein shall limit or restrict Grantee's right to use the Reserved Access Easement Parcels for any purpose not inconsistent with the rights reserved herein to Grantor and provided that Grantor's use of the Reserved Access Easement Parcels is not unreasonably impaired. Grantor shall, at its sole cost and expense, maintain all Utility Facilities installed by Grantor in the Reserved Access Easement Parcels or which provide service to real property located adjacent to the west boundary line of 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 Reserved Access Easement Parcels are disturbed or damaged in the course of the installation of any Utility Facilities by the Grantor, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by Grantor, or its agents or contractors, Grantor 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. Grantor shall have the right to assign its rights reserved in this paragraph with respect to the Reserved Access Easement Parcels to the owner of any real property located adjacent to the west boundary line of the Land.

#### Reserved Drainage Easement

GRANTOR HEREBY RESERVES a perpetual non-exclusive easement to drain surface water accumulated on the Hospital Property over and across the Land. Grantee shall have the right at its sole cost and expense to redirect, channel or limit the flow of runoff to specific areas on the Land.

#### General Provisions

As long as any of the easements reserved herein remain in effect, then the Hospital Property, the Land, the owners of fee simple title to the Hospital Property and the owners of fee simple title to the Land are subject to the following:

(a) The easements and rights reserved herein and the various terms, conditions, reservations and restrictions set forth herein shall be (i) easements and covenants running with the land, (ii) binding upon and inure to the benefit of the owners of fee simple title to the Hospital Property and any portion or portions thereof hereafter transferred or conveyed, and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its, his or her heirs, successors and assigns, and (iii) binding upon and inure to the benefit of the owners of fee simple title to the Land and any portion or portions



thereof hereafter transferred or conveyed, and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its, his or her heirs, successors and assigns.

(b) The easements and rights reserved herein by Grantor are intended to create a property interest or right only in the owners of fee simple to the Hospital Property or any portion thereof hereafter transferred or conveyed and their respective heirs, successors and assigns; provided, however, that each such owner may, from time to time, permit its, his or her tenants, partners, officers, directors, employees, agents, contractors, invitees, permittees, licensees and other occupants of any portion of the Hospital Property to use and enjoy such easements and rights, but only so long as no property interest in such easements or rights is transferred to any such person. Specifically included in the above permission is the right of Grantor to grant non-exclusive leasehold rights in these easements to tenants of Grantor, but only for the term of such tenant's leases.

(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, except as expressly stated to the contrary herein.

(d) Grantee shall indemnify and save Grantor and the Hospital Property 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 (i) resulting from injury or death of persons or damage to property which occurs upon the Land and which in any manner directly or indirectly grows out of and occurs in connection with the use of the Land or any part thereof by Grantee, its successors, assigns, tenants and subtenants and its and their respective officers, employees, agents, contractors, invitees, permittees and licensees, or (ii) arising as a result of the exercise of any rights granted herein; provided that Grantee shall not so indemnify and save harmless Grantor from the consequences to Grantor or the Hospital Property caused by (x) any negligent acts or willful acts or omission of acts of Grantor, its tenants and subtenants and its and their respective officers, employees, agents, contractors, invitees, permittees or licensees or (y) any failure by Grantor to perform any of its obligations arising hereunder. The foregoing indemnity shall include the cost of repairing and property of Grantor located on the Hospital Property damaged as a result of the exercise by Grantee of any of the rights and easements granted to Grantee herein.

(e) Grantor shall indemnify and save Grantee and the Land 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 (i) resulting from injury or death of persons or damage to property which occurs upon the Reserved Access Easement Parcels and which in any manner directly or indirectly grows out of and occurs in connection with the use of the Reserved Access Easement Parcels or any part thereof by Grantor, its successors, assigns, tenants and subtenants and its and their respective officers, employees, agents, contractors, invitees, permittees and licensees, or (ii) arising as a result of the exercise by Grantor of any rights reserved herein with respect to the rights and easements reserved herein; provided that Grantor shall not so indemnify and save harmless Grantee from the consequences to the Grantee or the Land caused by (x) any negligent acts or willful acts or omission of acts by Grantee, its tenants and subtenants and its and their respective officers, employees, agents, contractors, invitees, permittees or licensees (y) any failure by Grantee to perform any of its obligations arising hereunder. The foregoing indemnity shall include the cost of repairing any property of Grantee located on the Land damaged as a result of the exercise by Grantor of on, in, under, over or across any of its rights and easements reserved by Grantor herein.

(f) Grantee shall promptly discharge (or cause to be discharged) all liens arising out of or connected with Grantee's construction, maintenance, repair or replacement of any improvements on the Land.

(g) Grantor shall promptly discharge (or cause to be discharged) all liens arising out of or connected with any construction, maintenance, repair or replacement of any improvements by Grantor on, in, under, over or across any of the easements reserved by Grantor herein.

EXHIBIT B

TO

BOOK 542 PAGE 603

SPECIAL WARRANTY DEED

1. Easements, rights-of-way, covenants, agreements, restrictions and other matters affecting the Property which are of record in Box Elder County, Utah, and the covenants and agreements herein set forth;
2. Rights of the public in streets and highways adjoining the property, if any;
3. Zoning and building laws, ordinances, resolutions and regulations;
4. Ad valorem real estate taxes and assessments for public improvements which are not delinquent; and
5. Easements, rights of way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT C

TO

BOOK 542 PAGE 604

SPECIAL WARRANTY DEED

1. Use of the Property. (a) Grantee contemplates constructing two medical office buildings (the "Buildings") on the Property. Grantor and Grantee agree that Grantor has an interest in assuring that the Buildings shall complement the Brigham City Community Hospital facility located on the Hospital Property and the landscaping and related improvements located thereon; therefore, Grantor shall have the right to approve the site plan and exterior design of the Buildings, which approval shall not be unreasonably withheld.

(b) Grantee acknowledges and agrees that the use of the Property shall be limited to the construction, maintenance and operation of the Buildings for the care and treatment of human beings and for parking facilities incidental thereto. Specifically excluded from the foregoing permitted uses is any "Commercial Ancillary Facility" (as that term is hereinafter defined); provided, however, that the foregoing shall not restrict any physician-occupant of either of the Buildings from performing services and procedures that are provided at a Commercial Ancillary Facility to the extent such services or procedures are provided solely to such physicians own patients and not to patients referred to such physician for performance of such services or procedures. "Commercial Ancillary Facility" shall mean and include any facility for the provision or performance of any medical or medical related services or procedures by a physician or any other person or entity to or for persons who are not patients of a physician whose principal office is located in either of the Buildings, including, but not limited to any commercial laboratory, x-ray, radiological "imaging", radiographic services, physical therapy, pulmonary or cardiology testing, respiratory therapy, outpatient surgery center, birthing center, diagnostic center, or any medical or medical related services or procedures provided on a commercial basis to third-party users who are not patients of physicians whose principal office is located in either of the Buildings. The Buildings shall be used solely for medical offices occupied only by physicians who are licensed members in good standing on the active medical staff of the hospital located on the Hospital Property and the employees of such physicians; provided, however, the Buildings also may be occupied by licensed physicians who do not meet the foregoing requirements or used for purposes other than as permitted herein so long as Grantor has approved in writing such other use or occupancy by such other licensed physicians. The provisions of this paragraph 1 shall remain in effect and be enforceable for so long as an acute-care hospital continues to be operated on the

Hospital Property; provided the provisions of this paragraph shall in any event terminate, lapse and be of no further effect on the date 40 years after the recording of this deed from Grantor to Grantee.

2. Right to Repurchase. In the event that the Building and all other improvements on the Property necessary for the operation thereof are not substantially completed by January 1, 1994 (the "Projected Completion Date"), Grantor may, at its option, repurchase the Property and the Building and all other buildings and improvements located thereon (collectively, the "Improvements"). The Projected Completion Date shall be extended by any enforced delay due to unforeseeable causes beyond Grantee's control and without Grantee's fault or negligence including, but not limited to, acts of God, acts of Healthtrust, Inc. - The Hospital Company ("Healthtrust") not permitted under that certain Development Agreement, dated as of April 16, 1993, among, Grantor, Grantee and Healthtrust (the "Development Agreement"), or not necessary to protect Healthtrust's interests thereunder, fires, floods, labor disputes, freight embargoes, unusually severe weather conditions not reasonably anticipatable, unavoidable casualties or other causes beyond Grantee's control, but excepting delays due to the acts or omissions of Grantee's contractors, subcontractors, material or equipment suppliers, architects or engineers or the failure of Grantee to provide sufficient capital to fund costs of construction. The repurchase price shall be equal to the sum of the following costs incurred by Grantee through and including the date Grantor exercises its option to repurchase the Property and the Improvements: (a) all amounts actually paid to contractors, material and equipment suppliers, architects, engineers and other consultants which have been incurred directly in connection with the design and construction of the Improvements; plus (b) \$121,535, being the purchase price of the Property.

If Grantor desires to exercise the foregoing repurchase option, it shall do so, if at all, within 45 days after the Projected Completion Date, as the same may have been extended by any force majeure as provided in the preceding paragraph. The closing of the repurchase shall take place on the date which is 30 days after the date the repurchase option is exercised as provided above, unless such day is a Saturday, Sunday, or legal holiday, in which event the closing shall be on the next business day thereafter. At least ten (10) days prior to the closing, Grantee shall furnish Grantor with a detailed breakdown of the amounts paid in designing and constructing the Improvements which are included in the repurchase price. The repurchase price shall be paid in full at the closing, although Grantor may at its option, use all or any portion of the purchase price as may be necessary to discharge any mortgages or other liens or encumbrances affecting the property which are not Permitted Exceptions. In the event that the aggregate amount required to pay and discharge all such mortgages,

liens and encumbrances exceeds the repurchase price, Grantee shall pay all such additional sums and obtain full release and discharge of such mortgages, liens and encumbrances.

At the closing, Grantee shall convey to Grantor by special warranty deed, the same character and quality of title to the Property as Grantor conveyed to Grantee pursuant to this deed, together with all of Grantee's right, title and interest in any and all leases affecting the Property, but free and clear of all mortgages, deeds of trust, liens and other encumbrances whatsoever, excepting Permitted Exceptions and real estate taxes not yet due and payable.

3. Right of First Refusal. If at anytime within the period of twenty (20) years from the date that this deed is recorded in the land records of Box Elder County, Utah, any "Owner" (as hereinafter defined) shall receive a bona fide offer from any third party for the purchase or acquisition of the Property or any part thereof or interest therein, which offer such Owner desires to accept, or if the Owner of the Property desires to make a bona fide offer to sell, transfer or lease the Property or any part thereof or interest therein to a third party, such Owner shall promptly deliver to Grantor, c/o Healthtrust, Inc. - The Hospital Company, 4525 Harding Road, Nashville, Tennessee 37205, Attention: Manager, Real Estate, a written notice setting forth the full terms and conditions of the transaction, and if available, a copy of such offer. Grantor may, within thirty (30) days after receipt of such notice, elect to purchase or acquire the Property or such portion thereof or interest therein which is subject to any offer as described above (the "Offer Property") on the same terms and conditions as those set forth in such notice; except that in the case of any purchase, Grantor shall be credited, against the purchase price to be paid by Grantor, the sum equal to the amount of the brokerage commission, if any, which such Owner shall save by sale to Grantor. The failure of Grantor to exercise this right of first refusal with respect to any proposed sale or other transfer by any Owner shall not result in a termination of the right of first refusal with respect to the Property or any portion thereof or interest therein sold or transferred, but this right of first refusal shall be a continuing right binding upon such Owner and all future Owners with respect to all subsequent proposed sales or transfers of the Property or any portion thereof or interest therein. Furthermore, in the event that any proposed sale or other transfer as to which Grantor did not exercise its right of first refusal as above provided, is not consummated by the Owner of the Offer Property involved within sixty (60) days after notice thereof was given to Grantor, or if prior to the closing of such transaction the terms available to the proposed purchaser or transferee are modified and made materially more favorable to the third party, then the Offer Property must be reoffered to Grantor in the same manner provided above and Grantor shall have thirty

(30) days from receipt of the Owner's modification within which to exercise the right of first refusal.

If the consideration to be paid pursuant to any acceptable third party offer to purchase the Offer Property or otherwise acquire the same from an Owner shall include property other than cash, Grantor may exercise its right of first refusal with respect to such transaction and shall pay as consideration therefor the same amount of cash and the same exchange property as set forth in the proposed offer, or an all cash purchase price in an amount equal to the sum of the cash portion of the consideration, plus the fair cash value of the property which the purchaser proposed to exchange for the Offer Property. If any acceptable third party offer to an Owner for the Offer Property shall include other property owned by such Owner, Grantor's right of first refusal shall, at Grantor's election, be either (a) applicable to the Property or the applicable portion thereof or interest therein and the other property covered by such offer; or (b) applicable to the Property or the applicable portion thereof or interest therein alone, at a purchase price which shall be that part of the price offered by the third party which the value of the Property or any portion thereof bears to the value of all the property included in such third party offer.

Any sale or other conveyance by an Owner to any of the following persons or entities shall not be subject to the foregoing rights of first refusal: (a) any professional corporation or partnership of which not less than 51% of the issued and outstanding capital stock or other ownership interests are owned by Owner; (b) Owner's spouse or any children of an Owner; or (c) any trust of which Owner owns not less than 51% of the beneficial interests. However, in the event that any such persons or entities which acquired the Property or any portion thereof in a transaction exempted from the rights of first refusal as provided in the preceding sentence, shall desire to sell, lease or otherwise transfer or convey the Property or any portion thereof, then any such sale, lease, transfer or conveyance shall be subject to the right of first refusal as provided in this paragraph 3.

4. In the event of the purchase of the Property or any part thereof, by Grantor pursuant to any of the provisions of this deed, Grantee shall convey to Grantor or its designee by its special warranty deed, good, record and marketable title to the real property purchased, subject only to (i) Permitted Exceptions described on Exhibit B to this deed which were in existence immediately preceding the recording of this deed in the Recorder's Office of Box Elder County, Utah, (ii) the easements, rights, covenants, agreements, restrictions and other matters affecting the Land which were granted, reserved or created by this deed, (iii) any leases of space in either of the Buildings that are in effect on the date of such purchase, and (iv) real estate taxes which are

not delinquent. The purchase price shall be paid in cash by wire transfer of immediately available funds at the time of the closing; provided that if the Property has suffered any damage that would be covered by a policy of "all risk" of physical loss insurance, Grantee and the holders of all mortgages on the Property shall pay to Grantor all of the proceeds of such insurance or to the extent such proceeds have not been collected, assign to Grantor all of their respective rights and interests therein to Grantor; or at its election Grantor may reduce the purchase price paid by the amount of such proceeds and deduct such sum from the purchase price payable at the closing. Grantor shall pay the costs of any title insurance which it may require in connection with the purchase of the Property, but each party shall be responsible for and shall pay 50% of all other closing costs. Closing costs shall include the costs of a survey, any escrow charges, costs of recording deeds and all documentary stamps and similar taxes on the recordation of the deeds. Each party shall be responsible for the fees of its respective counsel.

5. Definitions. As used in the exhibits to this Special Warranty Deed, of which this Exhibit is a part, the following terms shall have the following meanings:

(a) "Grantor" shall mean BRIGHAM CITY COMMUNITY HOSPITAL, INC., a Utah corporation, so long as it is the record Owner of fee simple title to the Hospital Property, and any other Person that is a subsequent owner of fee simple title to the Hospital Property, but only during the period of such Person's ownership.

(b) "Grantee" shall mean M.O.B. UTAH PARTNERSHIP, an Idaho general partnership, so long as it is the record Owner of fee simple title to the Property, and any other Person that is a subsequent owner of fee simple title to the Property, but only during the period of such Person's ownership.

(c) "Owner" shall mean and include Grantee and the subsequent owner or owners, from time to time, of a recorded fee simple interest in the Property or any portion thereof, including any reversion or remainder following any leasehold estate of less than 99 years, or a leasehold of 99 years or more in and with respect to the Property or any portion thereof.

(d) "Brigham City Community Hospital" or "Hospital" shall mean the general acute care hospital or other healthcare facility that may now or hereafter be located on the Hospital Property.

(e) "Person" shall mean and include any natural person, partnership, corporation or other legal entity.



6. Covenants Running with the Land. The covenants and agreements set forth in paragraphs 1 through 5 above shall be covenants running with the land and shall be binding upon and insure to the benefit of Grantor and Grantee and their respective successors and assigns. It is hereby agreed by Grantee that irreparable harm will result to Grantor by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit C, and, therefore, Grantor shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit C, 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 C, or to exercise any right or privilege conferred in this Exhibit C, shall not constitute or be construed as the waiver of such 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.