

**WHEN RECORDED, RETURN TO:**

Jonathan G. Brinton, Esq.  
 Parr Waddoups Brown Gee & Loveless  
 185 South State Street, Suite 1300  
 Salt Lake City, Utah 84111-1537

9966231  
 01/09/2007 10:02 AM \$58.00  
 Book - 9406 Pg - 2619-2640  
 GARY W. OTT  
 RECORDER, SALT LAKE COUNTY, UTAH  
 LANDMARK TITLE  
 BY: ZJM, DEPUTY - WI 22 P.

---

**SECOND AMENDED AND RESTATED  
 DECLARATION OF EASEMENTS AND RESTRICTIONS**

**Amends and Restates in their entirety that certain Declaration of Easements dated July 1, 2005, and recorded August 4, 2005, as Entry No. 9452353, in Book 9169, at Page 5447, and that certain Amended and Restated Declaration of Easements dated October 18, 2005, and recorded October 26, 2005, as Entry No. 9533994, in Book 9208 at Page 1175.**

THIS SECOND AMENDED AND RESTATED DECLARATION OF EASEMENTS AND RESTRICTIONS (this "Declaration") is executed to be effective as of the 3<sup>rd</sup> day of January, 2007, by JORDAN VALLEY HOSPITAL, LP, a Delaware limited partnership ("Declarant").

**RECITALS:**

WHEREAS, Declarant is the owner of certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and made a part hereof (the "MOB Parcel") (the MOB Parcel together with any and all buildings and improvements now or hereafter located thereon being hereinafter referred to, collectively, as the "MOB Property");

WHEREAS, the MOB Property is located within a larger parcel of real property also owned by Declarant, as more particularly described on Exhibit B attached hereto and made a part hereof (the land described on Exhibit B attached hereto shall hereinafter be referred to as the "Parking Area Parcel") (the MOB Parcel and the Parking Area Parcel are hereinafter referred to as the "Easement Parcels");

WHEREAS, the Easement Parcels are bounded by a larger parcel of real property also owned by Declarant, comprising approximately 34 acres, as more particularly described on Exhibit C attached hereto and made a part hereof (the "Hospital Parcel" and together with the Easement Parcels, the "Land");

WHEREAS, Declarant has leased the MOB Parcel to TEGRA JORDAN VALLEY MEDICAL, L.C., a Utah limited liability company, ("Tegra"), pursuant to that certain Ground Lease Agreement, dated as of July 1, 2005 between Declarant, as landlord, and Tegra, as tenant, as amended by that certain Amendment to Ground Lease dated September \_\_\_, 2005, between Declarant and Tegra (the "Ground Lease");

WHEREAS, Declarant has determined to sell the MOB Parcel to Tegra, whereupon the Ground Lease shall be terminated;

WHEREAS, Tegra intends to cause a medical office building of approximately 80,000 rentable square feet to be developed and constructed on the MOB Parcel (the "Building"), which Building Tegra intends to subject to the provisions of the Utah Condominium Ownership Act;

WHEREAS, Declarant desires to create certain rights and easements on, and over and across the Parking Area Parcel, which will provide for pedestrian and vehicular access, motor vehicle parking rights and certain underground utility easements and which will benefit and be appurtenant to the MOB Property; and

WHEREAS, Declarant desires the MOB Parcel to continue to be subject to certain use and other restrictions previously contained in the Ground Lease following the sale and conveyance of the MOB Parcel to Tegra and Tegra's construction of the Building thereon.

## ARTICLE I

### CERTAIN DEFINED TERMS

Section 1.1. Definitions. In addition to the terms defined elsewhere in this Declaration, the following words, unless the context otherwise requires, shall have the following meanings:

"Baseball Arbitration," also known as "last best offer arbitration," means a form of binding arbitration wherein each party submits to the arbitrator and exchanges with the other party in advance of the arbitration hearing its last best offer, and the arbitrator is limited to selecting one or the other of the offers. In Baseball Arbitration there are only two potential outcomes. Within thirty (30) days of Hospital Parcel Owner's notice of exercise of its option to purchase the MOB Parcel pursuant to Section 2.6, the MOB Parcel Owners shall send written notice of their good faith reasonable determination of the Fair Market Value to Hospital Parcel Owner. In the event of a conflict regarding the MOB Parcel Owners' determination of the Fair Market Value, or if Hospital Parcel Owner otherwise disagrees with the determination of Fair Market Value by the MOB Parcel Owners, Hospital Parcel Owner may notify the MOB Parcel Owners in writing within thirty (30) days thereafter of its election to contest the Fair Market Value. Within ten (10) days thereafter, each side shall designate an MAI appraiser (the "Appraiser(s)") with at least five (5) years' experience appraising real property within the market area of the MOB Parcel. If one party fails to appoint an Appraiser within such time frame, then the sole Appraiser timely designated shall set forth the Fair Market Value. If the two Appraisers are timely designated, then they shall give their determination of the Fair Market Value within thirty (30) days of

designation to both parties. If the two appraisers are within five percent (5%) of each other, then the Fair Market Value shall be the value that is the average of the two determinations. If the two determinations vary by more than five percent (5%), then the Appraisers shall, within ten (10) days of the receipt of the two determinations, choose a third MAI Appraiser that meets the above qualifications and that third Appraiser shall, within fifteen (15) days of selection, choose which one of the two determinations is the third Appraiser's choice of the Fair Market Value. In such event, the third Appraiser's determination shall be final and binding. If the Appraisers cannot select a third Appraiser, then either party may petition the Third District Court in Salt Lake City, Utah, for the designation of the third Appraiser. Each party will pay the costs of its respective Appraiser and the costs of the third Appraiser will be paid by the party whose Appraiser's designation was not chosen by the third Appraiser.

"Condominium Association" shall mean the association of condominium unit owners created pursuant to the creation of a Utah condominium project on the MOB Property pursuant to the Utah Condominium Association Act.

"Easement Facilities" shall mean and include Parking Facilities, Electrical Utility Facilities, Sewer Utility Facilities, Telecommunications Facilities and Water Utility Facilities.

"Electrical Utility Facilities" shall mean underground conduits, wires, lines, pipes and mains and other underground electrical utility structures and improvements necessary for the transmission and/or provision of electricity and electrical services to the MOB Property.

"Fair Market Value" means, at any time, the fair market value of the MOB Parcel and any improvements thereon at such time, determined by reference to the then-prevailing rate to purchase real property comparable to the MOB Parcel in the Salt Lake County area, comparable in area, location, improvements and services to the MOB Parcel, as determined by the MOB Parcel Owners in good faith and subject to the Hospital Parcel Owner's right to initiate Baseball Arbitration.

"First Mortgage" shall mean a Mortgage encumbering the MOB Property that has the highest priority in relation to all of the other mortgages, liens and encumbrances affecting the MOB Property.

"Gas Utility Facilities" shall mean underground pipes and mains and other underground gas utility structures and improvements necessary for the transmission and/or provision of natural gas to the MOB Property.

"Hazardous Materials" shall mean any material, substance or waste that is or has the characteristic of being hazardous, toxic, ignitable, reactive or corrosive, including, without limitation, petroleum, PCBs, asbestos, materials known to cause cancer or reproductive problems and those materials, substances and/or wastes, including infectious waste, medical waste, and potentially infectious biomedical waste, which are or later become regulated by any local governmental authority, the State of Utah or the United States Government, including, but not limited to, substances, defined as "hazardous substances," "hazardous materials," "toxic substances" or "hazardous wastes" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq. the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; all corresponding and related State of Utah and local statutes, ordinances and regulations, including without limitation any dealing with underground storage tanks; and in any other environmental law, regulation or ordinance now existing or hereinafter enacted.

“Hospital” shall mean the Jordan Valley Hospital, a hospital located on a portion of the Hospital Parcel, or such other hospital is located on the Hospital Parcel from time to time.

“Hospital Parcel Owner” shall mean any Person that is the owner of record of fee simple title to the portion of the Hospital Parcel on which the Hospital is located, but only during and with respect to the period of such Person’s ownership; provided, however, if any such owner of record fee simple title to the Hospital Parcel leases the portion of the Hospital Parcel on which the Hospital is located to another Person for a term of fifty (50) years or more pursuant to a lease, which lease or a memorandum thereof is Recorded, then until the expiration or termination of the term of such lease, “Hospital Parcel Owner” shall also include the then-current lessee or tenant under such lease.

“Interest Rate” shall mean the prime lending rate as published in The Wall Street Journal, from time to time, plus four percent (4%), with such rate changing with each change in the prime lending rate published by The Wall Street Journal.

“MOB Parcel Owner[s]” shall mean any Person or Persons (collectively, if more than one) that are the owners of record of fee simple title to the MOB Parcel or any portion thereof, including a condominium unit within the Building, but only during and with respect to the period of such Person’s ownership; provided, however, if any such owner of record fee simple title to the MOB Parcel, or any portion thereof, leases the MOB Parcel, or any portion thereof, to another Person for a term of fifty (50) years or more pursuant to a lease, which lease or a memorandum thereof is Recorded, then until the expiration or termination of the term of such lease, “MOB Parcel Owner” shall also include the then current lessee or tenant under such lease. Except as expressly provided, herein, during such periods of time as the MOB Parcel continues to be subject to the Utah Condominium Association Act, the rights and obligations of the MOB Parcel Owners set forth hereunder with respect to the construction, maintenance, repair, use and administration of the Easement Facilities, including, without limitation, the obligations set forth in Sections 2.1 and 3.1(g)(i) of this Declaration, shall be undertaken for and on behalf of the MOB Parcel Owners by the Condominium Association.

“Mortgage” shall mean any Recorded mortgage, deed of trust or similar lien that secures the payment of any indebtedness and encumbers all or any part of the MOB Parcel or any interest therein including, without limitation, any leasehold interest.

“Mortgagee” shall mean the holder of any Mortgage (including successors and assigns to the original holder or holders).

"Parking Area Owner" shall mean any Person that is the owner of record of fee simple title to the Parking Area Parcel, but only during the period of such Person's ownership; provided, however, if any such owner of record fee simple title to the Parking Area Parcel leases the Parking Area Parcel to another Person for a term of fifty (50) years or more pursuant to a lease, which lease or a memorandum thereof has been Recorded, then until the expiration or termination of the term of such lease, "Parking Area Owner" shall also include the then-current lessee or tenant under such lease.

"Parking Facilities" shall mean paved parking areas and drives and related parking facilities and improvements including, without limitation, parking structures, garages, parking decks, curbs, traffic control signs, lighting equipment and landscaping located on the Parking Area Parcel.

"Parking Facilities Expenses" shall mean all commercially reasonable costs and expenses actually paid or incurred by the Hospital Parcel Owner in maintaining, repairing, replacing and operating the Parking Facilities pursuant to this Declaration, including without limitation, personnel costs, such as premiums and charges for workers' compensation, wages and related payroll costs; fees for any applicable licenses and permits; costs of supplies and materials; applicable rental or the depreciation of the acquisition costs of any machinery or equipment used in connection with such maintenance, repairs, replacements and operation (provided that any acquisition costs shall be fairly amortized over the applicable useful life); insurance premiums and costs, water and electric charges incurred for irrigation, signage, lighting and other maintenance and operating functions; costs of cleaning, sweeping, removing trash from, and plowing and shoveling snow from, the Parking Facilities; and compensation, fees and charges paid to any third party contractors engaged by the Hospital Parcel Owner in connection therewith. Except for depreciation of equipment and notwithstanding any other provision of this Declaration, "Parking Facilities Expenses" shall not include any cost that would be required to be capitalized under generally accepted accounting principles.

"Person" or "person" shall mean any one or more natural persons, corporations, partnerships (general or limited), limited liability companies, firms, trusts, trustees, governments, governmental authorities or other entities.

"Proportionate Share" shall mean, for the MOB Parcel at any time and from time to time, the result obtained by dividing the number of parking spaces necessary to comply with all applicable governmental requirements regarding the total number of parking spaces required for the medical office building located on the MOB Parcel, by the total number of parking spaces in the Parking Facilities. During such times as the MOB Parcel is subject to the Utah Condominium Association Act, the Proportionate Share for the MOB Parcel shall be charged to and paid by the Condominium Association. The Hospital Parcel Owner shall certify the Proportionate Share of the Owner of the MOB Parcel or the Condominium Association, as the case may be.

"Recorded" shall mean filed for record in the land records of Salt Lake County, Utah.

"Recording Office" shall mean the office of the County Recorder for Salt Lake County, Utah.

“Sewer Utility Facilities” shall mean such underground pipes and mains and other underground sanitary sewer structures and improvements necessary for the provision of sanitary sewer services to the MOB Property.

“Telecommunications Facilities” shall mean such underground conduits, wires, lines and pipes and other underground telephone and telecommunications structures and improvements necessary for the transmission and/or provision of telephone and telecommunications services to the MOB Property.

“Water Utility Facilities” shall mean such underground pipes and mains and other underground water utility structures and improvements necessary for the provision of water and water services to the MOB Property.

## ARTICLE II

### PARKING AND INGRESS AND EGRESS EASEMENT; USE RESTRICTIONS; COVENANTS

#### Section 2.1. Parking and Ingress and Egress Easement.

(a) Grant. Declarant grants and declares to and for the benefit of the MOB Parcel Owners (such benefit with respect to construction, installation and maintenance to be exercised by the Condominium Association while such association is in existence), a perpetual non-exclusive right and easement for the construction, installation, maintenance and use of Parking Facilities on the Parking Area Parcel and for pedestrian and motor vehicle ingress and egress to and from the MOB Parcel on, over and across the sidewalks and drives now or hereafter located on the Parking Area Parcel and parking of motor vehicles on the Parking Area Parcel, including, without limitation, for the purpose of moving and transporting personnel and construction equipment and materials across the Parking Area Parcel in connection with the constructing, operating, managing and maintaining the Building; provided, that such construction equipment and materials do not materially interfere with Hospital Parcel Owner’s use and enjoyment of the Hospital Parcel or the use and enjoyment of the Parking Area Parcel by other persons who are entitled to do so under law or by other enforceable right. Any construction or installation of Parking Facilities on the Parking Area Parcel by or on behalf of the MOB Parcel Owner shall only be in such locations, and shall be accomplished pursuant to such plans and specifications, as shall have been approved in writing by Declarant.

(b) Non-exclusive. The Parking Area Owner shall have the right to grant similar easements, leases and licenses to others for the use of the parking areas, drives and other Parking Facilities located on the Parking Area Parcel as shall be determined in the sole discretion of the Parking Area Owner to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the buildings and improvements now or hereafter located on the Parking Area Parcel or any part thereof or the Hospital Parcel or any part thereof, provided, however, that the granting of such easements, leases or licenses shall not unreasonably impair the MOB Parcel Owner’s rights regarding the

use of the Parking Facilities on the Parking Area Parcel. The Parking Area Owner and such other Persons to whom the Parking Area Owner may have granted easements, leases or licenses for the use of the Parking Facilities on the Parking Area Parcel shall have the right to use the drives and parking areas and other Parking Facilities located on the Parking Area Parcel for pedestrian and vehicular ingress and egress and the parking of motor vehicles in common with the MOB Parcel Owner. In addition, the Parking Area Owner hereby reserves the right to (i) reconfigure the layout of any Parking Facilities (or any part thereof) located on the Parking Area Parcel or relocate same to other locations on the Parking Area Parcel (ii) close temporarily any portion of the Parking Facilities located on the Parking Area Parcel, (iii) permanently close and/or remove Parking Facilities located on the Parking Area Parcel, (iv) convey or lease any portion of the Parking Area Parcel from which the Parking Facilities have been or will be closed or removed, (v) construct, or permit to be constructed, additional Parking Facilities on the Parking Area Parcel or any part thereof including, but not limited to, parking garages and structures and above ground and below grade parking decks, and (vi) construct or permit or cause to be constructed and installed, additional buildings, structures and other improvements including, but not limited to Electric, Gas, Sewer, Telecommunications and Water Utility Facilities on, in or under any portion or portions of the Parking Area Parcel; provided, however, that the sum of the number of parking spaces available for use by the MOB Parcel Owner, after any such reconfiguration or permanent closure or removal of parking spaces, is greater than or equal to the number of parking spaces necessary to comply with all applicable governmental requirements regarding the total number of parking spaces required for the medical office building located on the MOB Parcel, containing not more than 80,000 rentable square feet; and provided further, however, that in order for any parking spaces to be considered "available for use by the MOB Parcel Owner" as above contemplated, such spaces must be located on the MOB Parcel, the Parking Area Parcel or other land that is contiguous to the Parking Area Parcel. In order to maintain necessary or desirable parking spaces or drives before, during or after any such reconfiguration or permanent closure and/or removal of parking spaces, drives or other Parking Facilities, the Parking Area Owner may construct parking decks, parking structures, garages, parking spaces, and additional drives and/or other Parking Facilities on the Parking Area Parcel or on other property in the immediate vicinity of the Parking Area Parcel. The parking easement provided herein shall be applicable to such additional parking facilities to the extent required to make available to the MOB Parcel Owner the number of parking spaces necessary to comply with applicable governmental requirements regarding the number of parking spaces required for the medical office building located on the MOB Parcel, containing not more than 80,000 square feet of rentable area.

Section 2.2 Use Restrictions—Permitted Use. Except as set forth elsewhere in this Declaration, including, without limitation, Section 2.3, neither any MOB Parcel Owner nor any tenant or subtenant of space in the Building shall use or cause or permit the use of the MOB Property for any purpose other than as a medical office building by physicians or other medical service providers on the active medical staff of the Hospital (or a legal entity controlled by one or more members of the active medical staff of the Hospital). Each MOB Parcel Owner shall comply in all material respects with all applicable laws, rules, ordinances, orders and regulations of all governmental authorities,

including laws, rules, ordinances, orders and regulations regarding environmental protection, that are applicable to (a) the construction, equipping, operation and leasing of the Building, and (b) the use, occupancy and enjoyment of the Building and the MOB Parcel. No MOB Parcel Owner shall use or lease or sublease any space within the Building or enter in any sublease with respect to the Building that allows any use that is incompatible (defined below) with the operation of the Hospital. For purposes of this Declaration, an "incompatible" use shall be defined as: any use, except a use for which the Hospital has granted its prior written consent, constituting a Commercial Ancillary Facility (defined below) in direct competition with services provided by the Hospital at the time the applicable MOB Parcel Owner acquires its interest in the MOB Property or any tenant or subtenant executes a lease or sublease for space within the Property. For purposes of this Declaration, the term "Commercial Ancillary Facility" shall mean and include any facility for the provision of any commercial laboratory, x-ray, radiological "imaging," radiographic service, outpatient surgical facility, or any other medical or medically-related service provided on a commercial basis to third-party users who are not patients of physicians who are MOB Parcel Owners or tenants or subtenants within the Building. "Commercial Ancillary Facility" shall not include services provided by the Hospital within the Building pursuant to its status as a MOB Parcel Owner or pursuant to a lease or sublease for space within the Building. Except as otherwise expressly permitted by the Hospital in writing, no MOB Parcel Owner, tenant or subtenant shall dispense any drugs or medicines to persons other than the applicable party's own patients. In the practice of medicine at the Building, a MOB Parcel Owner, tenant or subtenant shall have the right to perform only such laboratory tests and diagnostic procedures which are ancillary, incidental to and in furtherance of the care and treatment of such party's patients, and not for third parties or for an independent profit motive. Prior to the installation and use of any diagnostic, laboratory or radiology equipment, a MOB Parcel Owner, tenant or subtenant shall provide the Hospital Parcel Owner with a list of such equipment and its intended use, a list of any Hazardous Materials that will be used or generated in connection with such laboratory and/or diagnostic tests, and the applicable MOB Parcel Owner's, tenant's or subtenant's proposed procedures for the use, storage and disposal of any such Hazardous Materials, including (but not limited to) the procedure for silver recovery for any radiology equipment. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, any use by the Hospital Parcel Owner under a space lease in the MOB, or pursuant to the Hospital Parcel Owner's separate ownership interest in a portion of the MOB Property, shall be deemed to be a permitted use so long as said use does not violate any applicable laws, rules, ordinances, orders and regulations of governmental authorities.

Section 2.3 Operation of Hospital. Notwithstanding anything contained in this Article II to the contrary, if for a continuous period of at least eight (8) months the Hospital is no longer operated as an acute care hospital facility providing inpatient care (with overnight beds) and related services on the Hospital Parcel (a "Change In Use"), then subject to events of force majeure (including, but not limited to, acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws or regulations, terrorist activity, or other cause, without fault and beyond the reasonable control of the Hospital), which will permit or provide for a disruption in continuous operations at the Hospital, the limitations on the use of the MOB Property set forth in



Section 2.2 shall be null and void and the MOB Property may be used for any other use then permitted under applicable municipal or local governmental zoning ordinances and regulations including, without limitation, the operation of a general office building and related and incidental uses; provided, however, that the prior written consent of the Hospital Parcel Owner shall be required for any use other than a general office use or any medical use; and provided further that the number of parking spaces available for use by the MOB Parcel Owner as provided in Section 2.1(b) shall not be increased as a result of or in connection with any change in use. If and to the extent the consent of the Hospital Parcel Owner is required, such consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding anything herein to the contrary, the Change In Use rights herein described shall not be applicable in the event the discontinuance or interruption in operations at the Hospital, for whatever term, results from reconstruction of the whole or any part of the Hospital premises due to condemnation or casualty.

Section 2.4 Maintenance of Building. The MOB Parcel Owners (or the Condominium Association while such association is in existence) shall, at their own cost and expense, maintain or cause to be maintained the MOB Parcel, the Building and any other improvements thereon and appurtenances thereto and every part thereof, in good order, condition and repair and in accordance with all applicable laws, rules, ordinances, orders and regulations of all governmental authorities and any applicable recorded declaration of covenants and restrictions.

Section 2.5 Restoration Upon Casualty. Provided no Change In Use has occurred with respect to the Hospital as described in Section 2.3 above and subject to the requirements of the governing documents of the Condominium Association, in the event the Building (or any other related improvement on the MOB Parcel) is damaged and/or destroyed in whole or in part by fire, theft, the elements, or any other cause, the MOB Parcel Owners (or the Condominium Association while such association is in existence), at their sole cost and expense, shall repair and restore the damaged or destroyed Building and related improvements according to the original plan thereof or according to such modified plans as shall be reasonably approved in writing by the Hospital Parcel Owner, provided there are sufficient insurance proceeds to cover the repair and restoration expenses. The work of repair and restoration shall be commenced by the MOB Parcel Owners (or the Condominium Association while such association is in existence) as soon as possible but in no event later than 120 days after the damage or destruction occurs and shall be completed with due diligence. If reconstruction of the Building is not required pursuant to the terms of this Section, the MOB Parcel Owners (or the Condominium Association while such association is in existence) shall remove, at such Owner's or Condominium Association's own cost and expense, all debris and remains of the damaged Building from the MOB Parcel and thereafter shall maintain the MOB Parcel with grass planted and in a neat and mowed condition.

Section 2.6 Hospital Parcel Owner—Option. In the event reconstruction of the Building is not required pursuant to the terms of Section 2.5 and the MOB Parcel Owners (or the Condominium Association while such association is in existence) do not elect to commence reconstruction of the Building within 365 days after the damage or destruction occurs, the Hospital Parcel Owner shall have the option to purchase the MOB Parcel for

its then Fair Market Value by delivery of written notice of such election to the MOB Parcel Owners within ninety (90) days after the end of the foregoing 365 day period. The Fair Market Value of the MOB Parcel shall be indicated by the MOB Parcel Owners, as provided in the definition of "Baseball Arbitration" herein, subject to the right of the Hospital Parcel Owner to have the Fair Market Value determined utilizing Baseball Arbitration. The conveyance of the MOB Parcel shall be pursuant to a special warranty deed in form reasonably acceptable to the MOB Parcel Owners and the Hospital Parcel Owner, free of liens or other encumbrances except as approved by the Hospital Parcel Owner.

### ARTICLE III

#### GENERAL PROVISIONS

Section 3.1. General Easement Provisions. As long as any of the easements, covenants or agreements granted and/or declared in Article II remain in effect, then the MOB Parcel, the Parking Area Parcel, the MOB Parcel Owner and the Parking Area Owner are subject to all of the following:

(a) Covenants Run With the Land. The rights and easements granted, declared and created herein and the various terms, conditions, restrictions and agreements set forth herein shall be: (i) easements and covenants running with the land; and (ii) binding upon and inure to the benefit of the Hospital Parcel Owner, the Parking Area Owner, the MOB Parcel Owner and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its or his/her heirs, successors and assigns.

(b) Additional Users. The rights and easements granted and declared herein for the benefit of the MOB Parcel Owner are intended to create a property interest or right only in the MOB Parcel Owner and its respective successors and assigns; provided, however, that the MOB Parcel Owner may permit its tenants, subtenants, partners, members, managers, officers, directors, employees, agents, contractors, invitees, licensees and other occupants of any portion of the MOB Parcel to use and enjoy the easements and easement rights granted and declared herein for the benefit of the MOB Parcel Owner, but only so long as no property interest in such easements or easement rights is transferred to any such person. Likewise, the Hospital Parcel Owner and the Parking Area Owner and their respective lessees and licensees may permit their respective subtenants, partners, members, managers, officers and directors, employees, agents, contractors, invitees and licensees to use and enjoy the Parking Area Parcel pursuant to Section 2.1(b), but only so long as no property interest in such easements or easement rights (other than easement or license rights) is transferred or granted to any such person permitted to use and enjoy such rights.

(c) No Public Dedication. Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever.

(d) Notice of Change. Whenever the Parking Area Owner relocates, closes or removes any Parking Facilities on the Parking Area Parcel or relocates any easement granted and declared herein or any of the Easement Facilities as permitted pursuant to the terms hereof, then (i) Parking Area Owner may execute and record in the Recording Office a notice that describes the Parking Facilities that have been relocated, closed or removed and the portion(s) of the Parking Area Parcel that are no longer subject to the Parking Easement described in Section 2.1, and upon the recordation of such notice, the Parking Easement shall terminate as to the portion(s) of the Parking Area Parcel described in the notice; (ii) the MOB Parcel Owner and any Mortgagee will, upon request by the Parking Area Owner, execute and deliver all releases or other documents and perform all acts that the Parking Area Owner shall deem reasonably necessary or appropriate to acknowledge, ratify and confirm termination, cancellation and release of the easement rights herein granted with respect to those portions of the Parking Area Parcel that were subject to the easement(s) or portions thereof that have been or are to be relocated or closed or from which any Parking Facilities have or will be removed as set forth in the notice referred to in clause (i) above; and (iii) the Parking Area Owner will, upon request by the MOB Parcel Owner or any Mortgagee, execute and deliver to the MOB Parcel Owner and such Mortgagee all agreements or other documents and perform all acts that the MOB Parcel Owner or such Mortgagee shall deem reasonably necessary or appropriate to record the new location of any such relocated easement.

(e) Compliance With Law. In connection with the use and enjoyment of the easements and rights granted and declared herein for the benefit of the MOB Parcel Owner, each MOB Parcel Owner shall comply with all applicable laws, regulations, orders and requirements of all governmental entities having jurisdiction over the same whether federal, state or local.

(f) Indemnification. Each MOB Parcel Owner shall indemnify and save the Declarant, the Hospital Parcel Owner and the Parking Area Owner harmless from and against any and all losses, costs, damages, expenses, liabilities, demands and causes of action and any expenses incident to the defense thereof incurred by the Declarant, the Hospital Parcel Owner and the Parking Area Owner arising as a result of the exercise, use or enjoyment of any rights or easements granted or declared herein for the benefit of the applicable MOB Parcel Owner or arising out of any violation by the applicable MOB Parcel Owner of any of the terms or provisions of this Declaration. Furthermore, the applicable MOB Owner shall indemnify and save the Declarant, the Hospital Parcel Owner and the Parking Area Owner 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 by Declarant, the Hospital Parcel Owner and the Parking Area Owner resulting from any injury or death of persons or damage to property that occurs on the Parking Area Parcel or in any manner directly or indirectly grows out of or in connection with the use, occupancy or condition of the Parking Area Parcel; provided, however, the applicable MOB Parcel Owner shall not so indemnify and save harmless the Hospital Parcel Owner or the Parking Area Owner from the consequences of any acts of the Hospital Parcel Owner or the Parking Area Owner constituting gross negligence or willful misconduct. Notwithstanding any other provision of this Declaration to the contrary, the Condominium Association shall not be responsible for the indemnification

obligations of a particular MOB Owner pursuant to this Section 3.1(f). The Condominium Association shall, however, provide the indemnifications required pursuant to this Section 3.1(f) for those matters that arise by reason of any action directed by the Condominium Association and for such matters as would be otherwise the subject of the MOB Parcel Owner's indemnification pursuant to this Section but for which no particular condominium unit owner is responsible.

(g) Maintenance of Parking Facilities. The Parking Area Owner shall keep and maintain the Parking Facilities and all of the improvements now or hereafter located on the Parking Area Parcel and all additions thereto, including all paved parking areas, curbs, landscaping, drives and lighting equipment, in good condition and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary in order to maintain the same in such condition and repair as is comparable to the state of condition and repair of the driveways, sidewalks, walkways and parking areas located on the Hospital Parcel. In addition, the Parking Area Owner shall keep and maintain the Parking Area Parcel in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Parcel and shall keep such parcels free from any accumulations of dirt, trash, and other debris. Each MOB Parcel Owner shall comply with and shall cause all of its partners, officers, directors, employees, agents, contractors, invitees, licensees and its tenants and other occupants of any portion of the MOB Parcel to comply with all reasonable rules and regulations adopted from time to time by the Parking Area Owner relating to the direction and flow of traffic, the delineation of areas wherein parking and standing are not permitted and otherwise governing the use and operation of such parcels and the safety and security of pedestrians, operators and their automobiles and other property. Furthermore, the Parking Area Owner shall have the right to install barriers and other devices to control the use of and access to the Parking Facilities. In the event that any parking deck, parking structure or parking garage is constructed on the Parking Area Parcel by Declarant or the Parking Area Owner, or any lessee, assignee or other transferee of Parking Area Owner, then no MOB Parcel Owner shall be required to pay the cost of constructing such new facilities but, after completion, each MOB Parcel Owner's Proportionate Share (or the Proportionate Share charged to the Condominium Association while such association is in existence) shall be appropriately adjusted and each MOB Parcel Owner (or, as applicable, the Condominium Association) shall be responsible to pay for its adjusted Proportionate Share of the Parking Facilities Expenses for such new facility.

(i) Parking Facilities Assessments. Each MOB Parcel Owner shall be obligated to pay to the Parking Area Owner, as "Parking Facilities Assessments," the MOB Parcel Owner's Proportionate Share of all Parking Facilities Expenses incurred by the Parking Area Owner from time to time. The Parking Area Owner shall invoice and assess each MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) for Parking Facilities Assessments in arrears on a quarterly basis, with each invoicing to occur upon or following the expiration of each calendar quarter (or fraction thereof) so long as this Declaration remains in effect. Each quarterly levy of Parking Facilities Assessments shall be due and

payable from the MOB Parcel Owner (or, as applicable, the Condominium Association) within thirty (30) days after the Parking Area Owner has delivered the invoice for such Parking Facilities Assessments in accordance with the notice provisions of this Declaration.

(ii) Right to Audit. Within one (1) year after the end of each calendar year for which Parking Facilities Expenses are invoiced, the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall have the right to audit the Parking Area Owner's books and records relevant to the Parking Facilities Expenses for such prior calendar year by an independent certified public accountant mutually acceptable to the Parking Area Owner and the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) (unless the Parking Area Owner at its election and cost has already had the pertinent Parking Facilities Expenses audited by an independent certified public accountant). The MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall notify the Parking Area Owner of its intent to audit at least ten (10) business days prior to the requested audit date (which shall be an ordinary business week day, and the audit may be conducted only during ordinary business office hours). In the event the audit discloses an error in the Parking Area Owner's calculation of the applicable Parking Facilities Expenses, then the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall pay any resulting deficiency (in the case of an understatement) to the Parking Area Owner within twenty (20) days after the completion of the audit, or conversely the Parking Area Owner (in the case of an overstatement) shall give the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) due credit for prior excess payments against the Parking Facilities Assessments next becoming due and owing. The audit cost shall be borne solely by the auditing MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act), unless any resulting credit in favor of the auditing Owner for any applicable calendar year shall exceed ten percent (10%) of the Parking Facilities Assessment previously invoiced for that year, in which case the Parking Area Owner shall pay the reasonable cost of the audit.

(h) Insurance. Each Owner shall obtain and keep in effect at its sole cost and expense such liability insurance covering its use of the Parking Facilities as such Owner (or, with respect to the MOB Parcel, the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act), in its discretion, shall deem appropriate.

(i) Eminent Domain. In the event that all or any portion of the Parking Area Parcel is taken by the exercise of the power of eminent domain or is transferred or conveyed in a negotiated transaction to a Person vested with the power of eminent

domain, then the easements granted above with respect to such easement parcels, or the portion thereof taken or conveyed, shall terminate at the effective time of the taking or conveyance, or, if earlier, the date that the condemning authority takes possession of any of the Parking Area Parcel or such part thereof. The MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall be entitled to such portion of the award or other compensation payable with respect to any such taking or conveyance as shall be determined by mutual agreement between the Parking Area Owner and the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act), or if they are unable to agree, such portion of the award or compensation as is determined by the final non-appealable order of a state court having jurisdiction over cases relating to condemnation of real property; provided, however, the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall not be entitled to any portion of such award or compensation awarded in connection with the taking of all or a portion of the Parking Facilities if the sum of the number of parking spaces remaining available for use by the MOB Parcel Owner after such taking or conveyance equals not less than the number of parking spaces necessary to comply with all applicable governmental requirements regarding the number of parking spaces required for the building then located on the MOB Parcel (not exceeding 80,000 rentable square feet).

(j) Reimbursement of Tax Assessments. The MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall reimburse and pay the Parking Area Owner, upon receipt of a statement from the Parking Area Owner, its Proportionate Share of all real estate taxes and assessments for public improvements, general and special, which shall become a lien upon or become due and payable with respect to any portion of the Parking Facilities at any time subsequent to the date of the recording of this Declaration. In the event that the Parking Facilities are not assessed separately from the Hospital Parcel or other lands, the amount of real estate taxes and assessments attributable to the Parking Facilities shall be determined by the Parking Area Owner on a rational basis taking into account the relative area of such Parking Facilities and the area of the taxable parcel of which it is a part, the other improvements on such taxable parcel, and the rates at which taxes and assessments against the taxable parcel are assessed against any Parking Facilities constructed by the Parking Area Owner subsequent to the initial development of Parking Facilities.

(k) Default; Remedies. In the event that a MOB Parcel Owner is in breach of its obligations under this Declaration, the Hospital Parcel Owner and/or the Parking Area Owner may provide written notice of such breach to the MOB Parcel Owner and, as applicable, the Condominium Association. If the MOB Parcel Owner fails to cure such breach within thirty (30) days following the giving of such notice, or in the case of a breach (other than the payment of money) which by its nature cannot be completely cured within such thirty (30) day period, if the MOB Parcel Owner does not within such period commence to cure the breach and diligently pursue and complete the cure in a reasonable

period of time, then in either such event, the Parking Area Owner may do all things necessary or desirable to remedy such breach and perform the obligations of the MOB Parcel Owner that have not been fully or promptly performed. The applicable MOB Parcel Owner shall immediately on demand reimburse the Parking Area Owner for all costs and expenses incurred by the Parking Area Owner in connection with the cure of any breach by the MOB Parcel Owner of its obligations under this Declaration, plus interest at the Interest Rate, or if less, the highest rate permitted under applicable law.

(l) Lien. Declarant hereby reserves, for the benefit of the Parking Area Owner, a continuing lien in the nature of a mortgage lien on the MOB Parcel to secure payment of all reimbursement or payment obligations of the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) pursuant to this Declaration including, but not limited to, the obligations to reimburse the Parking Area Owner for all sums that the MOB Parcel Owner or the Condominium Association becomes obligated to pay to the Parking Area Owner pursuant to Sections 3.1(g) and (j) (all such sums being hereinafter referred to as the "Reimbursable Amounts"). If the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) shall fail or refuse to pay any Reimbursable Amounts that are due and owing to the Parking Area Owner within thirty (30) days following written demand therefor, the Parking Area Owner shall be entitled to record a notice of lien on or with respect to the MOB Parcel ("Notice of Lien") in the Recording Office, setting forth the amount of the unpaid Reimbursable Amounts, and the Parking Area Owner shall thereafter be entitled to foreclose the lien with respect to such Reimbursable Amounts as set forth in the recorded Notice of Lien, together with interest thereon at the Interest Rate in the same manner as the foreclosure of mortgage liens under the laws of the State of Utah, and recover all such Reimbursable Amounts, together with attorneys' fees and expenses and court costs of such Reimbursable Amounts. The lien hereinabove provided shall have priority from the date and time that a notice of lien as aforesaid is filed for record in the Recording Office. Notwithstanding the foregoing, the above described lien shall not have priority over and shall be subject to a First Mortgage lien on the MOB Property.

(m) Effect of Breach on Mortgage. No breach of the covenants, conditions and restrictions contained herein shall defeat or render invalid the lien of any Mortgage now or hereinafter executed upon any portion of the Land subject to this Declaration; provided, however, that the rights of any Mortgagee shall be subject to all of the covenants, conditions and restrictions of this Declaration, and if any portion of such property subject to any Mortgage is sold under a foreclosure of any Mortgage or is conveyed to the Mortgagee or any other Person in lieu of foreclosure, any purchaser at such sale or any such grantee and his successors and assigns shall hold any and all property so purchased and acquired subject to all of the covenants, conditions and restrictions of this Declaration.

Section 3.2. Covenants Running with the Land; Enforcement and Remedies. The agreements provided for herein shall inure to the benefit of and be binding upon (a) the Declarant

and its successors and assigns; (b) the Hospital Parcel Owner; (c) the Parking Area Owner; (d) the MOB Parcel Owner; and (e) the respective successors, successors-in-title, assigns, heirs and lessees of the Parking Area Owner, the Hospital Parcel Owner and the MOB Parcel Owner, and their respective agents, employees, lessees and invitees. Irreparable harm will result to Declarant, the Hospital Parcel Owner and the Parking Area Owner by reason of any breach of the agreements, covenants and restrictions as set forth in this Declaration, and, therefore, Declarant, the Hospital Parcel Owner and the Parking Area Owner shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Declaration, as well as any other relief available at law or in equity. The failure of Declarant, the Parking Area Owner or the Hospital Parcel Owner, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Declaration, or to exercise any right or privilege conferred in this Declaration, 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.

Section 3.3. Fees and Expenses. In the event the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) or the Parking Area Owner fails to perform any of its respective obligations under this Declaration or in the event a dispute arises concerning the meaning or interpretation of any provision herein, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys' fees.

Section 3.4. Amendment, Etc. This Declaration or any provisions hereof, or any covenants and conditions contained herein, may be terminated, extended, modified or amended, but only by a written instrument duly executed by the Hospital Parcel Owner, the Parking Area Owner, the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) and all Mortgagees. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the Hospital Parcel Owner, the Parking Area Owner, the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act) and all Mortgagees.

Section 3.5. No Merger. The covenants, restrictions, easements, and easement rights set forth herein shall not be terminated or extinguished by merger of title or otherwise unless the MOB Parcel Owner (or the Condominium Association during such times as the MOB Parcel is subject to the Utah Condominium Association Act), the Hospital Parcel Owner, and all Mortgagees execute a consent to the termination of such covenants, restrictions, easements, and easement rights and such consent is Recorded.

Section 3.6. Severability. If any term or provision of this Declaration, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provisions of this Declaration shall be valid and enforceable to the fullest extent permitted by law.



Section 3.7. Governing Law; Legal Requirements. This Declaration shall 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 Declaration shall 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 shall continue only until the date 999 years after the date of this Declaration.

Section 3.8. Exhibits. All exhibits referred to herein are attached hereto and made a part hereof.

IN WITNESS WHEREOF, these presents have been executed by the duly authorized officer of Declarant on the day and year first above written.

**DECLARANT:**

JORDAN VALLEY HOSPITAL, LP, a Delaware limited partnership, by its general partner:

IASIS HEALTHCARE HOLDINGS, INC., a Delaware corporation

By: William A. Stokes  
Name: William A. Stokes  
Title: Vice President  
Date: January 3, 2007

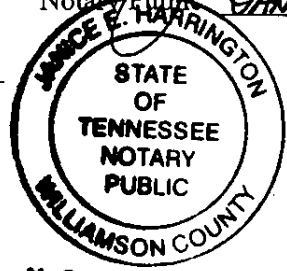
STATE OF TENNESSEE )  
  ) ss.  
COUNTY OF WILLIAMSON )

Personally appeared before me, the undersigned, a Notary Public with authority in the state and county aforesaid, 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 IASIS HEALTHCARE HOLDINGS, INC., a Delaware corporation that is the general partner of JORDAN VALLEY HOSPITAL, LP, a Delaware limited partnership, and is authorized by the corporation to execute this instrument on behalf of the corporation in its capacity as the general partner of the limited partnership.

WITNESS MY HAND this 3 day of January, 2007.

Janice E. Harrington  
Notary Public JANICE E. HARRINGTON

My Commission Expires: 02/22/09



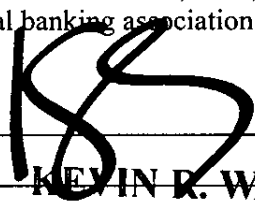
My Commission Expires February 22, 2009

*Signature Page to Declaration*

AGREEMENT AND CONSENT OF LIENHOLDER

Bank of America, N.A., a national banking association, as the holder of a lien affecting the above-referenced MOB Parcel, hereby agrees and consents to the amendment and restatement of the instruments described on the first page hereof, as set forth in this Declaration, and the submission of the MOB Parcel to the provisions of this Declaration.

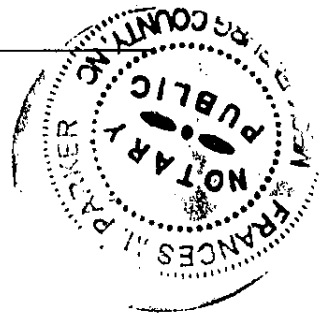
BANK OF AMERICA, N.A.,  
a national banking association

By:   
Name: KEVIN R. WAGLEY  
Title: SENIOR VICE PRESIDENT  
Date: 12/29/06

STATE OF North Carolina ) ss.  
COUNTY OF Mecklenburg

On this 29<sup>th</sup> day of December, 2006, personally appeared before me Kevin Wagley, who acknowledged himself to be the Senior Vice President of Bank of America, N.A., a national banking association, and being authorized to do so, he executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself/herself as such officer.

Frances M. Parker  
Notary Public



**EXHIBIT A**

**MOB PARCEL**

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

Beginning at a point which is 74.90 feet South 89°13'35" East and 89.98 feet North 0°25'07" East and 342.97 feet North 88°36'24" East and 120.77 feet North 01°23'36" West from the Southwest corner of the Northeast Quarter of said Section 5; running thence North 40°01'26" West 16.44 feet; thence South 49°58'34" West 10.69 feet to a point on a non-tangent curve; thence northwesterly along the arc of a 190.00 foot radius curve to the left a distance of 79.42 feet (central angle equals 23°57'01" and center bears South 73°55'35" West) to a point of tangency; thence North 40°01'26" West 20.67 feet to a point of curvature; thence northerly along the arc of a 30.00 foot radius curve to the right a distance of 20.96 feet (Central Angle equals 40°01'26" and Long Chord bears North 20°00'43" West 20.53 feet); thence North 4.95 feet; thence North 49°58'34" East 113.44 feet; thence North 40°01'26" West 22.17 feet; thence North 49°58'34" East 30.02 feet; thence South 40°01'26" East 22.17 feet; thence North 49°58'34" East 67.65 feet; thence South 40°01'26" East 121.33 feet; thence South 49°58'34" West 103.46 feet; thence South 40°01'26" East 16.00 feet; thence South 49°58'34" West 123.54 feet to the point of beginning.

Contains 29,837 sq. ft. or 0.6850 acre

FOR INFORMATION PURPOSES: TAX PARCEL/ID NOS. 27-05-251-015-2000  
27-05-251-015-2001  
27-05-251-015-2002

**EXHIBIT B**

**PARKING AREA PARCEL**

Beginning at a point on the North line of 9000 South Street, which point is South 89°28'43" East along the quarter section line 74.90 feet and North 00°10'00" East 89.98 feet from the Southwest corner of the Northeast quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°10'00" East 174.02 feet; thence West 76.14 feet to the quarter section line; thence North 00°06'14" West along the quarter section line 1066.62 feet to the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 5; thence South 89°33'33" East 1033.45 feet along the North line of the Southwest quarter of the Northeast quarter of said Section 5; thence South 00°01'47" East 1220.67 feet to the North line of said 9000 South Street; thence North 89°51'04" West along said street line 206.75 feet; thence South 45°08'56" West continuing along said street line 16.97 feet; thence North 89°51'04" West continuing along said street line 120.28 feet; thence Southwesterly 181.10 feet continuing along said street line around the periphery of a curve to the left concave South having a radius of 5782.58 feet chord South 89°15'06" West 181.10 feet); thence South 88°21'16" West continuing along said street line 38.28 feet; thence North 85°56'06" West continuing along said street line 140.70 feet; thence South 88°21'16" West continuing along said street line 257.84 feet to the point of beginning.

LESS AND EXCEPTING the following tract:

Beginning at a point South 89°28'43" East 791.53 foot along the Quarter Section line and North 922.36 feet from the Southwest corner of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 44°56'59" West 58.33 feet; thence South 45°03'01" West 2.00 feet; thence North 44°56'59" West 70.33 feet; thence North 45°03'01" East 158.66 feet; thence South 44°56'59" East 60.83 feet; thence North 45°03'01" East 29.17 feet; thence South 44°56'59" East 37.00 feet; thence South 45°03'01" West 29.17 feet; thence South 44°56'59" East 30.83 feet; thence South 45°03'01" West 156.66 feet to the point of beginning.

ALSO LESS AND EXCEPTING the following tract: Beginning at a point located North 0°09'02" East 736.36 feet and South 89°50'58" East 104.00 feet from Southwest corner of Northeast 1/4 of Section 5, Township 3 South, Range 1 West, at Salt Lake Base and Meridian; thence North 0°09'02" East 91.33 feet to the point of curvature of a 20 foot radius curve to the right whose central angle is 90° and along said curve 31.42 feet; thence South 89°50'58" East 234.00 feet; thence South 0°09'02" West 266.32 feet; thence South 50°03'09" West 86.14 feet; thence North 0°09'02" East 210.37 feet; thence North 89°50'58" West 188.00 feet to the point of beginning.

+++

**EXHIBIT C**

**HOSPITAL PARCEL**

Beginning at a point on the North line of 9000 South Street, which point is South 89°28'43" East along the quarter section line 74.90 feet and North 00°10'00" East 89.98 feet from the Southwest corner of the Northeast quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°10'00" East 174.02 feet; thence West 76.14 feet to the quarter section line; thence North 00°06'14" West along the quarter section line 1066.62 feet to the Northwest corner of the Southwest quarter of the Northeast quarter of said Section 5; thence South 89°33'33" East 1033.45 feet along the North line of the Southwest quarter of the Northeast quarter of said Section 5; thence South 00°01'47" East 1220.67 feet to the North line of said 9000 South Street; thence North 89°51'04" West along said street line 206.75 feet; thence South 45°08'56" West continuing along said street line 16.97 feet; thence North 89°51'04" West continuing along said street line 120.28 feet; thence Southwesterly 181.10 feet continuing along said street line around the periphery of a curve to the left concave South having a radius of 5782.58 feet chord South 89°15'06" West 181.10 feet); thence South 88°21'16" West continuing along said street line 38.28 feet; thence North 85°56'06" West continuing along said street line 140.70 feet; thence South 88°21'16" West continuing along said street line 257.84 feet to the point of beginning.