



TW960703510

Mail Tax Notice to:  
Grantee at address below

ENT 71100 BK 4375 PG 521  
RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
1997 Sep 12 10:29 am FEE 40.00 BY JW  
RECORDED FOR TITLE WEST TITLE CO

### SPECIAL WARRANTY DEED

**Healthtrust, Inc. - The Hospital Company, a Delaware corporation, GRANTOR**

of: One Park Plaza, Nashville, Tennessee 37203

hereby **CONVEYS AND WARRANTS** to all those claiming by, through or under it TO

**Parkway Ventures, Ltd, a Utah limited partnership, GRANTEE**

of: 2401 Foothill Drive, Salt Lake City, UT 84109

for the sum of (\$10.00) Ten Dollars and other good and valuable considerations the following described tract of land in Utah County, State of Utah, to-wit:

**See attached Exhibit "A" for legal description.**

Subject to all restrictions, easements, and rights-of-way of record and 1997 property taxes, and subject to the restrictions and covenants set forth on Exhibit "B" attached hereto.

**WITNESS** the hand of said Grantor this 11<sup>th</sup> day of June, 1997.

**Healthtrust, Inc. - The Hospital Company**

Howard K. Patterson

By: **Howard K. Patterson, Vice President**

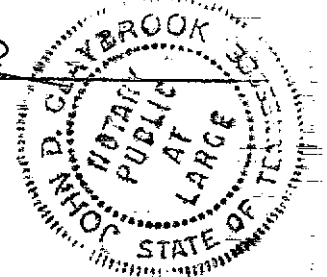
County of Davidson)

: ss.

State of Tennessee)

On the 11<sup>th</sup> day of June, 1997, personally appeared before me **Howard K. Patterson, Vice President of Healthtrust, Inc. - The Hospital Company, a Delaware corporation, the signor(s) of the within instrument who duly acknowledged before me that he executed the same.**

John Campbell  
NOTARY PUBLIC



LEGAL DESCRIPTION  
**EXHIBIT "A"**

ENT 71100 BK 4375 PG 522

Parcel 1

Beginning at a point which is North 88° 41' 48" East along the section line 28.10 feet (based on the Utah State Coordinate System Central Zone and data published by the Utah County Surveyor as of January 1986) from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North 88° 41' 48" East along the section line 40.55 feet; thence North 88° 34' 30" East 115.61 feet; thence North 87° 30' 39" East 105.91 feet to the Westerly line of the University Parkway; thence Southeasterly 590.99 feet along said Parkway around the periphery of a curve to the right concave Southwesterly having a radius of 17108.73 feet (local chord = South 39° 42' 36" East 590.96 feet) to a point on the Westerly bank of the Provo River; thence South 09° 35' 45" West along said River Bank 73.12 feet; thence South 02° 30' 00" West continuing along said River Bank 200.84 feet; thence South 88° 59' 08" West 605.71 feet to the East line of 450 West Street; thence North 01° 00' 52" West along said street line 729.80 feet to the point of beginning.

Parcel 2

Commencing West 195.34 feet and South 8.62 feet from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 11° 07' West 360.90 feet; thence South 26° 56' West 9.23 feet; thence South 6° 11' West 33.95 feet; thence North 84° 06' West 116.51 feet; thence North 2° 32' 41" East 21.21 feet; thence 26.75 feet along arc of 367 foot radius curve to the right (chord bears North 4° 37' 57" East 26.74 feet); thence North 6° 43' 13" East 174.89 feet; thence 115.06 feet along arc of a 433 foot radius curve to left (chord bears North 0° 53' 33" West 114.72 feet); thence North 8° 30' 18" West 21.88 feet; thence 24.83 feet along arc of 15 foot radius curve to right (chord bears North 38° 55' 33" East 22.09 feet); thence North 86° 21' 23" East 131.45 feet; thence 26.01 feet along 367.87 foot radius curve to the right (chord bears North 88° 22' 55" East 26 feet); thence South 89° 35' 34" East 3.72 feet to beginning.

Parcel 3

Beginning at a point in the West line of 450 West Street 86.2 feet South and 26.0 feet West of North Quarter Corner Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence West 101.2 feet; thence South 1° 00' East 59.4 feet to North line of 40 foot radius cul-de-sac; thence along the arc of 40 foot radius curve to the right 31.74 feet to point of reverse curve (the chord of which bears South 66° 44' East 30.91 feet); thence along the arc of a 27.68 foot radius curve to left 18.70 feet (chord of which bears South 66° 44' East 18.34 feet); thence South 84° 15' East 35.2 feet; thence along the arc of a 22.11 foot radius curve to the left 32.52 feet (the chord of which bears North 42° 07.5' East 29.67 feet); thence North along West side of 450 West Street 64.25 feet to beginning.

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Parcel 4

Beginning at a point on the West side of 450 West Street, 26.0 feet West and 30.0 feet South of the North One-Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 56.2 feet; thence West 101.2 feet; thence North  $1^{\circ} 00'$  West 76.21 feet; thence East 82.53 feet; thence along the arc of a 20 foot radius curve to the right, the chord of which bears South  $45^{\circ} 00'$  East 28.18 feet, 31.42 feet to the point of beginning.

Parcel 5

Beginning at a point in South line of 2000 North Street, said point being 10.0 feet South and 128.53 feet West from the One-Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South  $1^{\circ} 00'$  East 97.8 feet; thence West 88.1 feet; thence North  $10^{\circ} 15'$  East 99.4 feet; thence East 68.7 feet to point of beginning

Parcel 6

Beginning 197.23 feet West along section line 10.0 feet South and 99.2 feet South  $9^{\circ} 42'$  West from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South  $9^{\circ} 42'$  West 102.7 feet; thence North  $77^{\circ} 37'$  East 68.3 feet; thence along the arc of a 40 foot radius curve to the right, the chord of which bears North  $38^{\circ} 18' 30''$  East 61.89 feet a distance of 70.75 feet; thence North  $1^{\circ} 00'$  West 37.7 feet; thence West 87.1 feet to the point of beginning.

Parcel 7

Beginning at a point 295.65 feet South 26.0 feet West and 115.0 feet North  $84^{\circ} 15'$  West from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 15'$  West 102.44 feet; thence North  $9^{\circ} 42'$  East 65.9 feet; thence North  $77^{\circ} 37'$  East 68.3 feet; thence along the arc of a 40 foot radius curve to the left, the chord of which bears South  $46^{\circ} 53'$  East 45.31 feet, a distance of 48.17 feet; thence South  $8^{\circ} 37'$  West 59.6 feet to the point of beginning.

Parcel 8

Beginning at a point in West line of 450 West Street, Provo, Utah, said point being South 298.12 feet and North  $84^{\circ} 15'$  West 26.1 feet from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 15'$  West 115.0 feet; thence North  $8^{\circ} 37'$  East 59.6 feet; thence along the arc of a 40 foot radius curve to the left (chord of which bears North  $77^{\circ} 00'$  East 25.72 feet) a distance of 26.18 feet to point of reverse curve; thence along the arc of a 37.2 foot radius curve to the right (the chord of which bears North  $77^{\circ} 00'$  East 23.9 feet) a distance 24.34 feet; thence South  $84^{\circ} 15'$  East 60.0 feet to street line; thence South 75.0 feet to beginning.

Parcel 9

Beginning at a point South 298.12 feet from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 99.0 feet; thence North  $84^{\circ} 15'$  West 269.76 feet; thence North  $26^{\circ} 35' 12''$  East along a fence line 8.11

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feet; thence North  $10^{\circ} 54' 26''$  East along a fence line 91.29 feet; thence South  $84^{\circ} 15'$  East 248.75 feet to the point of beginning.

Parcel 10

Beginning at a point 474.35 feet South and 292.09 feet West of the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 00'$  West 115.35 feet to the East line of 550 West Street; thence North  $3^{\circ} 30'$  East along the East line of 550 West Street 73.3 feet; thence South  $84^{\circ} 00'$  East 114.33 feet; thence South  $2^{\circ} 42'$  West 73.35 feet to the point of beginning

Parcel 11

Beginning at a point 6.017 chains South of the Northeast corner of the Northwest Quarter of Section 36; Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 6 rods; thence North  $84^{\circ} 15'$  West 4.40 chains; thence North 51.48 feet; thence South  $84^{\circ}$  East 5.28 feet; thence North  $12^{\circ} 15'$  East 47.52; thence South  $84^{\circ} 15'$  East 4.21 chains to the point of beginning.

Parcel 12

Beginning at a point 7.52 chains South and North  $84^{\circ} 15'$  West 26.13 feet from the Northeast Corner of the Northwest Quarter of Section 36; Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 15'$  West 264.27 feet; thence South 80 feet; thence South  $84^{\circ} 15'$  East 264.27 feet; thence North 80 feet to the point of beginning.

Parcel 13

Commencing 731.00 feet South and North  $84^{\circ} 15'$  West 220.4 feet from the Northeast Corner of the Northwest Quarter of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 15'$  West 70 feet; thence North 150.0 feet; thence South  $84^{\circ} 15'$  East 70 feet; thence South 150.0 feet to beginning.

Parcel 14

Commencing 731.0 feet South and North  $84^{\circ} 15'$  West 145.4 feet from the Northeast Corner of the Northwest Quarter of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 15'$  West 75.0 feet; thence North 150.0 feet; thence South  $84^{\circ} 15'$  East 75.0 feet; thence South 150.0 feet to the point of beginning.

Parcel 15

Beginning at a point in the apparent Westerly boundary of 450 West Street, Provo, Utah, which point is South 576.32 feet and North  $86^{\circ} 56'$  West 12.65 feet from the North Quarter Corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South  $1^{\circ} 20'$  East along the apparent Westerly boundary of 450 West Street 79.76 feet; thence North  $83^{\circ} 59'$  West along a fence line 119.74 feet; thence North  $1^{\circ} 20'$  West 73.59 feet; thence South  $86^{\circ} 56'$  East along a fence line 119.10 feet to the point of beginning.

Less and excepting any portion lying with the bounds of 450 West Street.

**Parcel 16**

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Commencing at a point in the apparent Westerly boundary line of 450 West Street, Provo, Utah, which point is 735.24 feet South and North  $84^{\circ} 15'$  West 26.13 feet from the Northeast Corner of the Northwest Quarter of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence North  $84^{\circ} 15'$  West 119.27 feet, more or less, to the West property line; thence North 78.92 feet, more or less, to the South line of the Craig D. Shields property as recorded in Book 2361, at Page 711 of official records; thence South  $84^{\circ} 15'$  East 119.27 feet; more or less to the West line of said 450 West Street; thence along the West line of said Street South 78.92 feet to the point of beginning.

**Parcel 17**

Lot 2, Block 2, Plat "A", Whatcott Addition, Provo, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

**Parcel 18**

Lot 3, Block 2, Plat "A", Whatcott Addition, Provo, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

**Parcel 19**

Lot 4, Block 2, Plat "A", Whatcott Addition, Provo, Utah, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

## EXHIBIT "B"

1. Right of First Refusal. If Grantee receives a bona fide offer ("Offer") to lease any portion of any improvements constructed on the property described in Exhibit A (the "Property") for use as a health and fitness studio or medical offices, Grantor shall have the right of first refusal to lease space in the Property for such use. Grantee shall mail Grantor a copy of the terms and conditions on which Grantor is willing to lease space in the improvements by certified mail, return receipt requested. Grantor shall have 10 business days from receipt of such notice to elect to lease space in the improvements on the terms and conditions set forth in the Offer. If Grantor elects to lease the Property, Grantor shall so notify Grantee by mailing a written acceptance within the 10 business-day period by certified mail, return receipt requested. If no acceptance is received by Grantee within the 7-day period, Grantee shall be free to lease the space to any other party for use as a health and fitness studio or medical offices on the terms and conditions stated in the Offer. If Grantee has not leased the space on such terms and conditions within 180 days after Grantor's election not to exercise its right of first refusal, the lease of the space shall again be subject to the terms of this right of first refusal.

2. Restrictions. Notwithstanding anything to the contrary set forth herein, in no event shall the Property or any part thereof or any improvements thereon be used for the following activities without the prior written consent of Grantor which consent may be granted or denied in its sole and absolute discretion: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined), (ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center, (iii) the operation of a walk-in type clinic with a primary mission to treat Acquired Immune Deficiency Syndrome or similar diseases, and the owner of the Property shall indemnify and hold harmless Grantor against all costs, expenses, damages, liability, or loss caused by any violation hereof. As used herein, an "ancillary medical care service or facility" shall mean and include, (x) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services (which include, without limitation, the following testing facilities: fluoroscopy, x-ray, plane film radiology, computerized tomography (CT), ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy services, and (y) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a Physician whose primary office is located on the Property ("Physician") or by other health care professionals under the direct supervision of a Physician, or a facility operated for the provision of any such service. The installation and use of any diagnostic, laboratory or radiology equipment on the Property shall be subject to the prior written approval of Grantor, and prior to the installation of any such equipment on the Property, Grantor shall be provided with a list of such equipment and its intended use. Notwithstanding the foregoing, however,

nothing in this paragraph shall prevent Physicians from performing outpatient surgeries that do not require general anesthesia or intravenous sedation or from rendering pathological laboratory and radiological services to any such Physician's own patients, so long as such pathological laboratory and radiological services are merely ancillary and incidental to such Physician's primary medical practice and do not constitute the Physician's primary medical practice or specialty nor the predominant services rendered by the Physician to the Physician's patients. None of the foregoing restrictions shall prevent the use of any part of the Property as a drugstore or pharmacy.