

UTILITY AND DRAINAGE EASEMENT AGREEMENT

This Agreement ("Agreement") is made and entered into this 31st day of October, 2004 by and between Medical Leasing Limited, a Utah limited partnership ("MLL"), Zions First National Bank, a national banking association ("ZFNB"), Health South Salt Lake Surgical Center ("Health South") and Center Square Medical, Ltd., a Utah limited partnership ("CSM").

RECITALS

- A. MLL is the fee title owner of certain real property (the "Property") located in Salt Lake County, Utah as set forth on the site plan ("Site Plan") which Site Plan includes the Property master plan ("Master Plan") attached hereto as Exhibit "A" and by this reference made a part hereof and further described by metes and bounds on Exhibit "B" attached hereto and by this reference made a part hereof. Exhibit "C" which by this reference is made a part hereof is a site plan of parcel designations described herein.
- B. ZFNB is the ground lessee from MLL of a parcel of real property designated as the "ZFNB Parcel" on the Site Plan and further described by metes and bounds on Exhibit "D" which by this reference is made a part hereof.
- C. Health South is a ground lessee from MLL of a parcel of real property designated as the "Health South Parcel" on the Site Plan and is further described by metes and bounds on Exhibit "E" which by this reference is made a part hereof.
- D. CSM is a ground lessee ("CSM Ground Lease") from MLL of a parcel of real property designated as the "CSM Parcel" on the Site Plan as further described by metes and bounds on Exhibit "F" which by this reference is made a part hereof.
- E. MLL is reserving a parcel of real property for further development designated as the "Restaurant Pad Parcel" on Exhibit "A" and further described by metes and bounds on Exhibit "G" which by this reference is made a part hereof.
- F. All of said parcels (individually "Parcel" and collectively "Parcels") described in Exhibits "D," "E," "F," and "G" collectively comprise the Property as described on Exhibit "B".
- G. The parties to this Agreement ("Parties") comprise all of the owners of all fee title and ground leasehold interests in and to the various Parcels comprising the Property, and all of the Parties desire to enter into the following Agreement to facilitate the installation and maintenance of utilities on each of the Parcels and throughout the entire Property.

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Book - 9130 Pg - 2898-2911

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

TITLE WEST

BY: SBM, DEPUTY - WI 14 P. BK 9130 PG 2898

COURTESY RECORDING

This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the effect or validity of this document

zbf

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AGREEMENT

NOW THEREFORE for good and valuable mutual consideration set forth herein the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **GRANT OF EASEMENT.** Each of the Parties hereby grant to each of the other Parties to this Agreement an easement on the Property to the extent of each granting Party's right, title and interest in and to the Property as follows:

A non-exclusive easement ("Easement") for all utilities and drainage systems currently existing on the Property together with other future required utilities and drainage systems for the development and modification of any and all of the above-referenced Parcels consistent with the Master Plan.

The Easement is granted retroactively and applies to currently installed utilities and drainage systems from the date of initial installation.

2. **MASTER PLAN DEVELOPMENT.** As each Party develops or modifies the improvements on its Parcel generally consistent with the Master Plan or modifications thereof, which development or modification shall be at such party's own expense, such Party may be required to install utilities on and thereby disturb adjoining Parcels. Any such installation shall be pursued at the cost of the installing Party in close and cooperative communication with the Party whose Parcel is being disturbed and in such a manner as to reasonably minimize the impact on the Parcel being disturbed. The location and manner of such installation must be approved in writing by the Party whose parcel is being disturbed which approval will not be unreasonably withheld. Any such improvements which have been disturbed shall be restored to no less than their previous condition by the disturbing Party as soon as reasonably practical. A Party on whose Parcel a utility line or drain is installed for the purposes set forth herein shall reasonably cooperate with regard to such installation subject to the standards set forth in this paragraph 2.
3. **BINDING EFFECT.** All of the covenants, conditions, declarations and the Easement contained herein, including the benefits and burdens thereof, shall run with the land and shall benefit and bind the heirs, successors and assigns of the Parties, and all current and future fee title owners and ground lessees of the benefitted and burdened Parcels or any portion thereof.

617 East 3900 South
South Salt Lake, Utah 84107

If to CSM:

Attn: Jeffrey K. Woodbury
2733 East Parleys Way, #300
Salt Lake City, Utah 84109

With a copy to:

Woodbury Corporation
Office of General Counsel
2733 East Parleys Way, #300
Salt Lake City, Utah 84109

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year first above written.

MEDICAL LEASING LIMITED, a Utah limited partnership

By: RING ENTERPRISES, INC., a Utah corporation,
General Partner

By: Wallace H. Ring
Wallace H. Ring, President

ZIONS FIRST NATIONAL BANK, a national banking association

By: Kurt Soeren
Its: V.P.

HEALTH SOUTH SALT LAKE SURGICAL CENTER


By: [Signature]
Its: ADMINISTRATOR


ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On this 10th day of November, 2004 before me personally appeared Kurt Fraerer, to me personally known to be the Vice President of ZIONS FIRST NATIONAL BANK, a national banking association, the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

David Van Wagoner
Notary Public

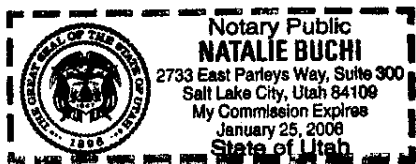
 DAVID
10 East South Temple
Salt Lake City, UT 84111
My Commission Expires
July 8, 2007

 NOTARY PUBLIC
DAVID VAN WAGONER
10 East South Temple Ste 300
Salt Lake City, UT 84111
My Commission Expires
July 8, 2007
STATE OF UTAH

ACKNOWLEDGMENT

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

On this 4th day of May, 200~~4~~⁵ before me personally appeared Jay Lighthall, to me personally known to be the Administrator of HEALTH SOUTH SALT LAKE SURGICAL CENTER, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

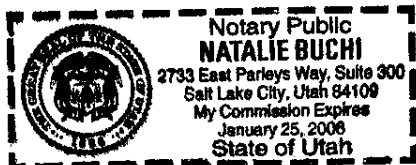


Natalie Buchi
Notary Public

ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 26th day of October, 2004 before me personally appeared JEFFREY K. WOODBURY and O. RANDALL WOODBURY, to me personally known who, being by me duly sworn, did each for himself say that he is the Manager for SEVEN SYNDICATE, L.C., a Utah limited liability company, Manager of MEDWOOD, L.C., a Utah limited liability company, General Manager for that certain partnership known as CENTER SQUARE MEDICAL, LTD, a Utah limited partnership, and that the within instrument was executed by them, for and on behalf of said partnership.



Natalie Buchi
Notary Public

3649
[Handwritten initials]

EXHIBIT A

NORTH



3900 SOUTH

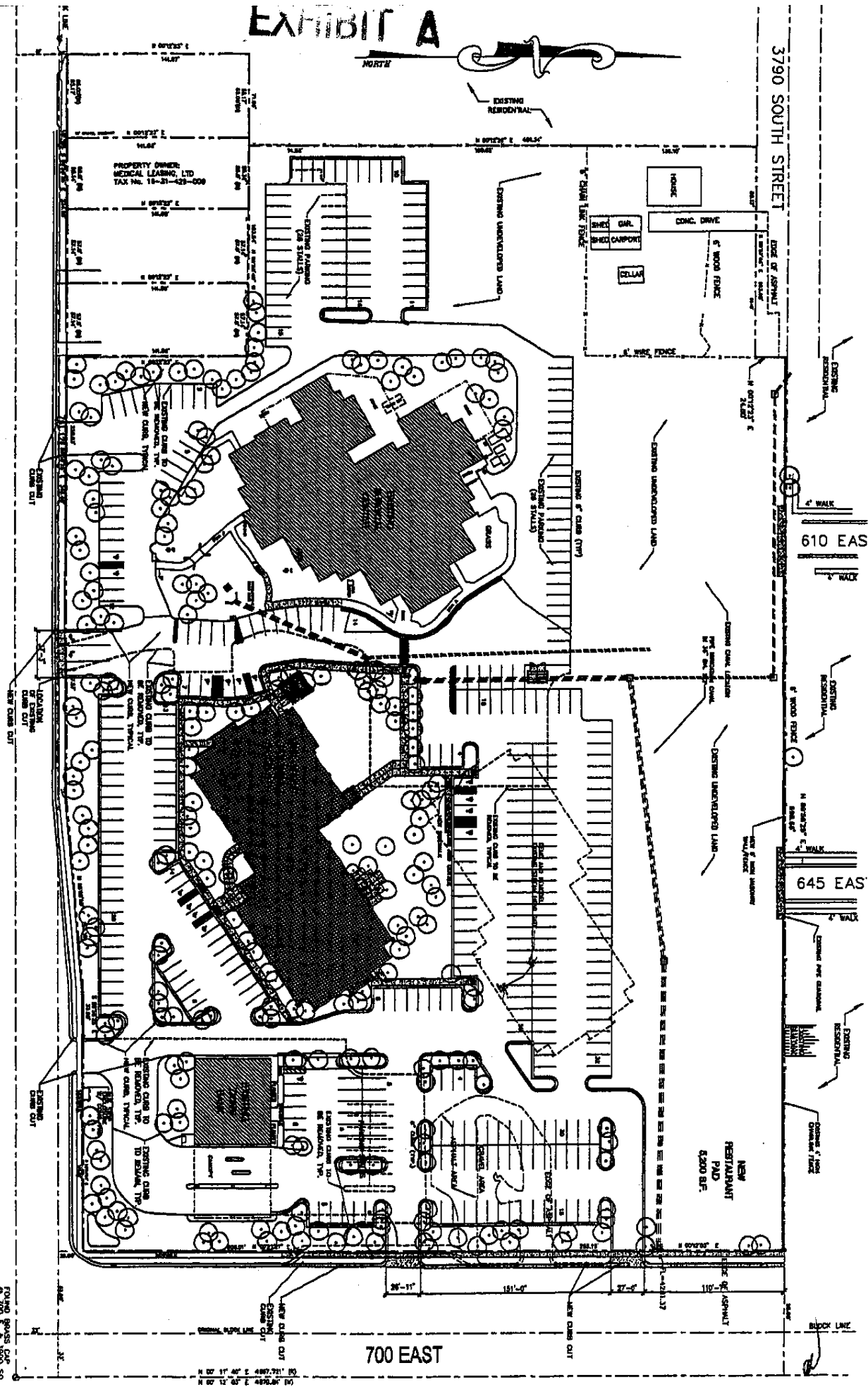
3790 SOUTH STREET

610 EAST

645 EAST

700 EAST

FOUND PAVED CONC
@ 700 E & 3800 SO.



364 P

P

EXHIBIT "B"

TOTAL PROPERTY DESCRIPTION

WARRANTY DEED DESCRIPTION: BOOK 4290, PAGE 251
TAX No. 16-31-428-004

BEGINNING AT A POINT ON THE SOUTH LINE OF A STREET, SAID POINT BEING 549.45 FEET NORTH AND 82.98 FEET WEST OF THE SOUTHEAST CORNER OF LOT 2, BLOCK 19, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE SOUTH 136.00 FEET; THENCE WEST 80.00 FEET; THENCE NORTH 136.00 FEET TO THE SOUTH LINE OF SAID STREET; THENCE EAST 80.00 FEET ALONG SAID STREET TO THE POINT OF BEGINNING.

CONTAINS: 0.250 ACRES (AS DESCRIBED)

WARRANTY DEED DESCRIPTION: BOOK 6880, PAGE 1782
TAX No. 16-31-429-005

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF 700 EAST AND 3900 SOUTH STREETS, SAID POINT BEING NORTH 89°58'25" WEST 82.00 FEET AND NORTH 00°11'40" EAST 20.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°58'25" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 3900 SOUTH STREET 166.00 FEET; THENCE NORTH 00°11'40" EAST 300.00 FEET; THENCE SOUTH 89°58'25" EAST 188.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.143 ACRES (AS DESCRIBED)

WARRANTY DEED DESCRIPTION: BOOK 8880, PAGE 1785
TAX No. 16-31-428-018

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 00°12'23" EAST 141.89 FEET; THENCE NORTH 89°58'40" WEST 163.33 FEET; THENCE NORTH 00°12'30" EAST 74.81 FEET; THENCE SOUTH 89°58'48" EAST 133.24 FEET; THENCE NORTH 00°12'44" EAST 150.21 FEET; THENCE SOUTH 88°59'03" EAST 30.08 FEET; THENCE NORTH 00°12'23" EAST 38.05 FEET; THENCE SOUTH 89°59'08" EAST 250.53 FEET; THENCE SOUTH 00°12'11" WEST 18.03 FEET; THENCE SOUTH 89°59'08" EAST 90.18 FEET; THENCE SOUTH 00°12'11" WEST 140.21 FEET; THENCE NORTH 89°58'51" WEST 90.20 FEET; THENCE SOUTH 00°12'11" WEST 244.38 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 88°58'25" WEST ALONG SAID NORTH LINE 250.58 FEET TO THE POINT OF BEGINNING.

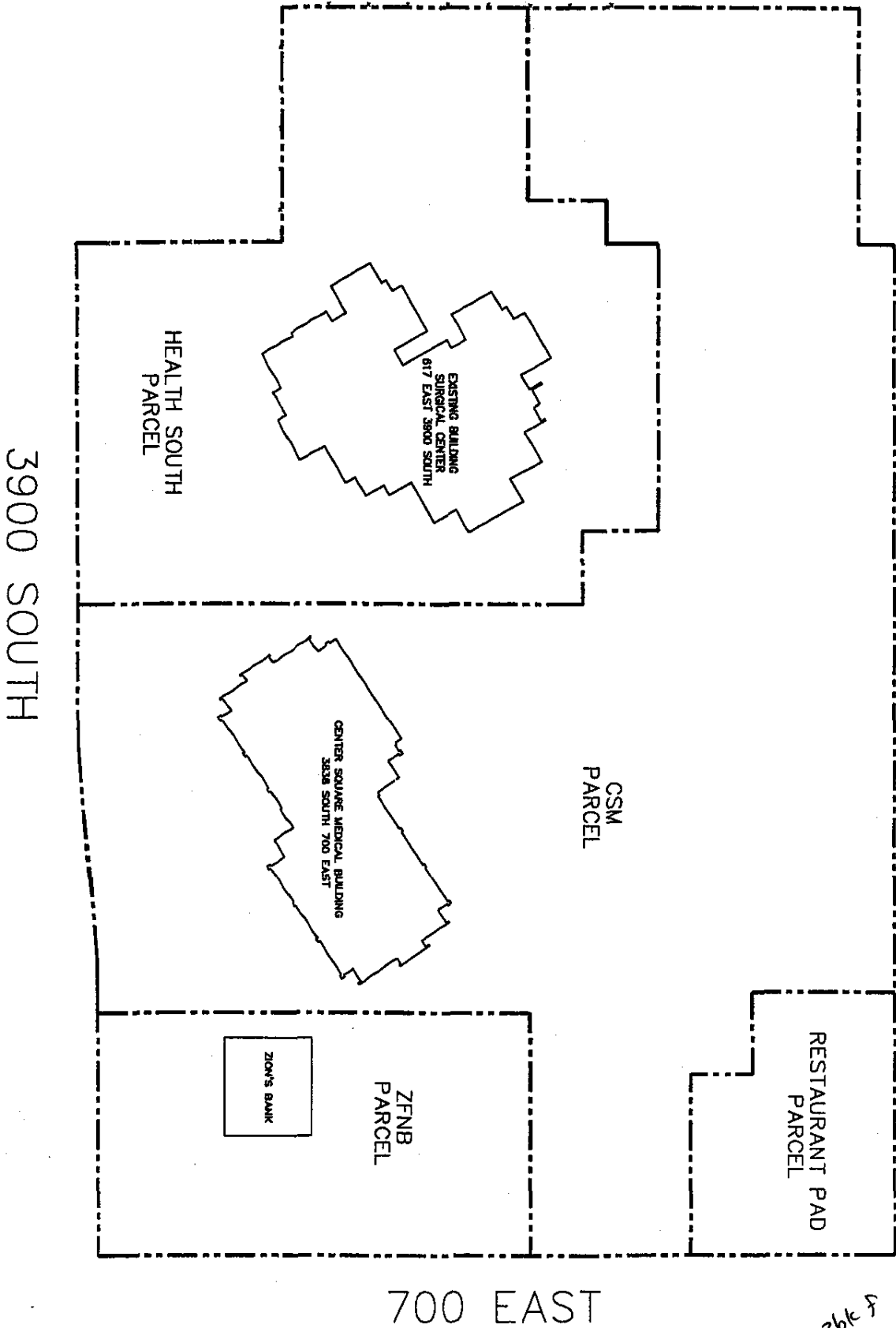
CONTAINS: 2.988 ACRES (AS DESCRIBED)

WARRANTY DEED DESCRIPTION: BOOK 8880, PAGE 1788
TAX No. 16-31-429-015

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 0°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST 250.58 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, 10 ACRE PLAT "A", BIG FIELD SURVEY AND RUNNING THENCE NORTH 0°12'11" EAST 244.38 FEET; THENCE SOUTH 89°58'51" EAST 90.20 FEET; THENCE NORTH 0°12'11" EAST 140.21 FEET; THENCE NORTH 89°59'08" WEST 90.19 FEET; THENCE NORTH 0°12'11" EAST 18.03 FEET; THENCE NORTH 89°59'08" WEST 250.53 FEET; THENCE SOUTH 0°12'23" WEST 38.05 FEET; THENCE NORTH 89°59'03" WEST 30.08 FEET; THENCE SOUTH 0°12'24" WEST 150.21 FEET; THENCE NORTH 89°58'48" WEST 133.28 FEET; THENCE NORTH 0°12'30" EAST 138.18 FEET; THENCE SOUTH 89°59'08" EAST 80.17 FEET; THENCE NORTH 0°12'28" EAST 138.18 FEET; THENCE SOUTH 89°59'25" EAST 83.14 FEET TO THE WEST LINE OF AFOREMENTIONED LOT 1; THENCE NORTH 0°12'23" EAST ALONG SAID WEST LINE 24.80 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°58'25" EAST ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF ELAINE GARDEN NO. 4 SUBDIVISION, 688.68 FEET TO THE WEST RIGHT OF WAY LINE OF 700 EAST STREET; THENCE SOUTH 0°11'40" WEST ALONG SAID WEST LINE 255.19 FEET; THENCE NORTH 89°58'25" WEST 166.00 FEET; THENCE SOUTH 0°11'40" WEST 300.00 FEET TO THE NORTH RIGHT OF WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 34.18 FEET; THENCE SOUTH 85°07'31" WEST ALONG SAID NORTH LINE 150.58 FEET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 88.07 FEET TO THE POINT OF BEGINNING.

CONTAINS: 8.15 ACRES (AS DESCRIBED)

EXHIBIT C



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EXHIBIT "D"

ZFNB PARCEL

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF 700 EAST AND 3900 SOUTH STREETS, SAID POINT BEING NORTH 89°58'25" WEST 62.00 FEET AND NORTH 00°11'40" EAST 20.00 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 19, TEN ACRE FLAT "A", BIG FIELD SURVEY, AND RUNNING THENCE NORTH 89°58'25" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 3900 SOUTH STREET 166.00 FEET; THENCE NORTH 00°11'40" EAST 300.00 FEET; THENCE SOUTH 89°58'25" EAST 166.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 300.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.143 ACRES (AS DESCRIBED)

16.32.301.005

EXHIBIT "E"

HEALTH SOUTH PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH $00^{\circ}12'23''$ EAST 7.00 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH $00^{\circ}12'23''$ EAST 141.5 FEET; THENCE NORTH $89^{\circ}58'25''$ WEST 162.96 FEET; THENCE NORTH $00^{\circ}12'23''$ EAST 171.00 FEET; THENCE SOUTH $89^{\circ}58'48''$ EAST 132.90 FEET; THENCE NORTH $00^{\circ}12'24''$ EAST 54.00 FEET; THENCE SOUTH $89^{\circ}59'03''$ EAST 30.06 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH $00^{\circ}12'23''$ EAST ALONG SAID WEST LINE 36.05 FEET; THENCE SOUTH $89^{\circ}59'08''$ EAST 199.88 FEET; THENCE SOUTH $00^{\circ}12'11''$ WEST 52.54 FEET; THENCE SOUTH $89^{\circ}59'06''$ EAST 50.64 FEET; THENCE SOUTH $00^{\circ}12'11''$ WEST 350.05 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH $89^{\circ}58'25''$ WEST ALONG SAID NORTH LINE 250.58 FEET TO THE POINT OF BEGINNING.

CONTAINS: 2.931 ACRES, MORE OR LESS, (AS DESCRIBED)

Pts 16.31.429 015
16 31 429 014

EXHIBIT F

CSM PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST ALONG SAID NORTH LINE 250.58 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING:

THENCE NORTH 00°12'11" EAST 350.05 FEET; THENCE NORTH 89°59'06" WEST 50.64 FEET; THENCE NORTH 00°12'11" EAST 52.53 FEET; THENCE SOUTH 89°59'08" WEST 199.88 FEET; THENCE SOUTH 00°12'23" WEST 35.95 FEET; THENCE NORTH 89°59'03" WEST 30.06 FEET; THENCE SOUTH 00°12'24" WEST 54.00 FEET; THENCE NORTH 89°58'48" WEST 132.90 FEET TO THE POINT OF BEGINNING.

THENCE NORTH 00°12'23" EAST 230.44 FEET TO THE SOUTH RIGHT OF WAY LINE OF 3790 SOUTH STREET; THENCE SOUTH 89°59'25" EAST ALONG SAID SOUTH LINE 162.96 FEET; THENCE NORTH 00°12'23" EAST 25.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE SOUTH 89°59'25" EAST ALONG THE NORTH LINE OF SAID LOT 1 518.66 FEET; THENCE SOUTH 00°11'40" WEST 100.11 FEET; THENCE SOUTH 89°58'25" EAST 55.55 FEET; THENCE SOUTH 00°11'40" WEST 42.67 FEET; THENCE SOUTH 89°58'25" EAST 123.93 FEET TO THE WEST RIGHT OF WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 112.41 FEET; THENCE NORTH 89°58'25" WEST 166.00 FEET; THENCE SOUTH 00°11'40" WEST 300.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 3900 SOUTH STREET; THENCE NORTH 89°58'25" WEST ALONG SAID NORTH LINE 34.16 FEET; THENCE SOUTH 85°07'31" WEST ALONG SAID NORTH LINE 150.56 FEET; THENCE NORTH 89°58'25" WEST 98.07 FEET TO THE POINT OF BEGINNING.

CONTAINS 5.916 ACRES, MORE OR LESS (AS DESCRIBED)

16.31^{PT3} 429.014
16.31 429.015

EXHIBIT "G"

RESTAURANT PAD PARCEL DESCRIPTION

BEGINNING AT A POINT ON THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET, SAID POINT BEING NORTH 00°12'23" EAST 7.00 FEET AND SOUTH 89°58'25" EAST 348.65 FEET AND NORTH 85°07'31" EAST 150.56 FEET AND SOUTH 89°58'25" EAST 200.16 FEET AND NORTH 00°11'40" EAST 412.41 FEET FROM THE SOUTHWEST CORNER OF LOT 1, BLOCK 19, TEN ACRE PLAT "A" BIG FIELD SURVEY AND RUNNING THENCE NORTH 89°58'25" WEST 123.93 FEET; THENCE NORTH 00°11'40" EAST 42.67 FEET; THENCE NORTH 89°58'25" WEST 55.55 FEET; THENCE NORTH 00°11'40" EAST 100.11 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE SOUTH 89°59'25" EAST ALONG SAID NORTH LINE 180.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF 700 EAST STREET; THENCE SOUTH 00°11'40" WEST ALONG SAID WEST LINE 142.84 FEET TO THE POINT OF BEGINNING.

CONTAINS: 0.536 ACRES, MORE OR LESS, (AS DESCRIBED)

part 16 31 429 015