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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED, RETURN TO:

Baker, Donelson, Bearman, Caldwell &  
Berkowitz, PC  
420 North 20<sup>th</sup> Street, Suite 1400  
Birmingham, AL 35203  
Attn: Lynn Reynolds

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**DECLARATION OF COVENANTS AND RESTRICTIONS  
AND FIRST AND SECOND RIGHTS TO PURCHASE**

THIS DECLARATION OF COVENANTS AND RESTRICTIONS AND FIRST AND SECOND RIGHTS TO PURCHASE (“**Declaration**”) is made effective as of the 24 day of September, 2020, by **MPT OF WEST VALLEY CITY, LLC**, a Delaware limited liability company (hereinafter referred to as “**Declarant**”), having its principal business address at 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, under the following circumstances:

WITNESSETH:

A. Declarant is the owner of certain real property located in West Valley City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and made a part hereof (the “**Hospital Land**”), on which Hospital Land are located hospitals and other improvements (collectively, the “**Hospital**”) (the Hospital Land together with the Hospital and any and all other buildings and improvements now or hereafter located thereon are hereinafter referred to as the “**Hospital Property**”).

B. Contemporaneously with the execution of this Declaration, Jordan West Valley Medical Office Building, LLC, a Utah limited liability company (“**Buyer**”) is purchasing from Declarant, and Declarant is selling to Buyer, a 0.469 acre Real Property of land which is a portion of the Hospital Property (the “**Real Property**”), and as a condition to Declarant's sale of the Real Property to Buyer, and Buyer's purchase of the Real Property, Declarant is entering into this Declaration to be filed and recorded in the Real Property Records of Salt Lake County, Utah.

C. Declarant, and certain of its affiliates, leases the Hospital Property, among other properties, to Jordan Valley Medical Center, LP, a Delaware limited partnership, and certain of its affiliates (collectively, “**Steward Healthcare**”, as further defined in Section 1.1 below), pursuant to that certain Master Lease Agreement dated October 3, 2016, as amended, restated, modified, supplemented and consolidated from time to time (the “**Master Lease**”).

D. Declarant desires to impose certain use restrictions upon the Real Property and all improvements located or to be located thereon in order to assure that the Real Property and the improvements located thereon will be used in a manner that complements the operation of the Hospital and the Hospital Property and that any services therein provided, now or in the future, will not duplicate services being provided at the Hospital or on the Hospital Property from time to time;

E. Declarant is executing this Declaration and will record the same with the Clerk of Real Property Records of Salt Lake County, Utah, for the purpose of subjecting the Real Property to the covenants and restrictions set forth herein.

NOW, THEREFORE, in consideration of the premises and for the purpose of enhancing and protecting the value of the Hospital Property, Declarant, as fee simple owner of the Real Property and the Hospital Property declares that the Real Property and all improvements located thereon or to be located thereon shall be held, sold, conveyed, transferred, leased, encumbered and mortgaged, subject to this Declaration:

## **ARTICLE 1 DEFINITIONS**

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

“Action” shall have the meaning set forth in Section 3.1(g) of this Declaration.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which money centers in the City of New York, New York are authorized or obligated by law or executive order to close.

“Buyer” shall have the meaning as set forth in Paragraph B of the recitals of this Declaration.

“First Right” has the meaning as set forth in Section 2.2 of this Declaration.

“First Right Termination” has the meaning as set forth in Section 2.2 of this Declaration.

“Hospital” shall have the meaning as set forth in Paragraph A of the recitals of this Declaration.

“Hospital Land” shall have the meaning as set forth in Paragraph A of the recitals of this Declaration.

“Hospital Property” shall have the meaning as set forth in Paragraph A of the recitals of this Declaration.

“Hospital Property Owner” shall mean any Person that is the owner of record fee simple title to the Hospital Property, but only during and with respect to the period of such Person's ownership.

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

“Master Lease” shall have the meaning as set forth in Paragraph C of the recitals of this Declaration.

“Mortgage” shall mean any mortgage, deed of trust or similar lien which is Recorded, secures the payment of any indebtedness and encumbers all or any part of the Real Property, or any interest therein.

“Mortgagee” shall mean the holder of any Mortgage.

“Person” or “person” shall mean any one or more natural persons, corporations, partnerships, firms, trusts, trustees, governments, governmental authorities or other entities.

“Physicians” shall mean licensed physicians who engage in the private practice of medicine for the care and treatment of human beings and other related activities incidental thereto.

“Real Property” shall have the meaning as set forth in Paragraph B of the recitals of this Declaration, but shall also include all improvements located thereon, whether currently located thereon or hereafter located or constructed thereon.

“Real Property Owner” shall mean any Person that is the owner of record fee simple title to the Real Property, but only during and with respect to the period of such Person's ownership.

“Recorded” shall mean filed for record with the Clerk of the Real Property Records, Salt Lake County, Utah.

“Restriction Period” shall have the meaning set forth in Section 2.2 of this Declaration. “Second Right” has the meaning as set forth in Section 2.2 of this Declaration.

“Second Right Termination” has the meaning as set forth in Section 2.2 of this Declaration.

“Steward Healthcare” means collectively, Jordan Valley Medical Center, LP, Steward Health Care System, LLC, and/or any other affiliated entity, hospital or hospital system of Steward Health Care System LLC.

## ARTICLE 2

### **Permissible Uses and Restrictions Applicable to the Real Property.**

2.1 No part of the Real Property shall be used for any one or more of the following activities without the prior written consent of the Hospital Property Owner, which consent may be granted or denied in the sole and absolute discretion of the Hospital Property Owner: (i) the provision or operation of any "ancillary medical care service or facility" (as hereinafter defined), 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, any purpose that is in violation of any law, code, ordinance, zoning ordinance or condition or governmental rule or regulation, (iv) any purpose deemed by the Hospital Property Owner or its insurer to be extrahazardous on account of fire risk, (v) any purpose that would reasonably cause a cancellation of any insurance policy covering the Hospital Property, or (vi) any operation which creates a nuisance. The Real Property Owner shall indemnify and hold harmless the Hospital Property Owner against all costs, expenses, damages, liability, or loss caused by any violation of any provision of this Declaration. 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 radiography, computerized tomography (CT) ultrasound, radiation therapy, mammography and breast diagnostics, nuclear medicine testing and magnetic resonance imaging), physical therapy services, or respiratory therapy service, 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 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 Real Property Land shall be subject to the prior written approval of the Hospital Property Owner, and prior to the installation of any such equipment on the Real Property, the Hospital Property Owner shall be provided with a list of such equipment and its intended use. Notwithstanding the foregoing, however, nothing in this Section 2.1 shall prevent Physicians who conduct a medical practice and related activities in any medical office buildings that may be located on the Real Property (a) from performing outpatient surgeries that do not require general anesthesia or intravenous sedation, (b) from rendering pathological laboratory and radiological services, (c) from providing physical therapy services, or (d) from performing diagnostic imaging services, including x-ray or ultrasound services, to any such Physician's patients so long as such services are 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.

Notwithstanding anything contained in this Section 2.1 to the contrary, so long as the Hospital Property is leased by Hospital Property Owner to Steward Healthcare, or any of its affiliates or permitted assigns under the Master Lease, Section 2.1 of this Declaration shall not apply to Steward Healthcare and any of its affiliates and permitted assigns under the Master Lease and Steward Healthcare and any of its affiliates and permitted assigns under the Master Lease will not be limited in the use of any space leased by Steward Healthcare or any of its affiliates or permitted assigns under the Master Lease in the Real Property and, accordingly, without limitation, physician clinics and hospital-based services (i.e., laboratory, imaging, wound care, surgical and endoscopy suites) will be allowed. Additionally, if Steward Healthcare or any of its affiliates purchases the Real Property in accordance with Section 2.2 below, Section 2.1 of this Declaration shall not apply to Steward Healthcare or any of its affiliates, and neither Steward Healthcare nor any of its affiliates shall be limited in the use of the Real Property in the ways discussed herein. If Hospital Property Owner purchases the Real Property in accordance with Section 2.2 below, Section 2.1 of this Declaration shall not apply to Hospital Property Owner or any of its affiliates, and neither Hospital Property

Owner nor any of its affiliates shall be limited in the use of the Real Property in the ways discussed herein.

It is acknowledged and agreed by Declarant that Buyer shall utilize the Real Property for the operation of an outpatient primary care clinic, which shall include family practice, internal medicine, pharmacy (but only for patients treated on the Real Property) and pediatrics. Nothing contained herein shall prevent Buyer from operating such a practice; provided, however, Buyer shall comply with the requirements contained in this Section.

2.2 Steward Healthcare has a first right to purchase the Real Property. If Real Property Owner should intend, contemplate or wish to sell the Real Property or any interest therein (provided, however, that Real Property Owner shall not be permitted to sever the land from any improvements thereon and offer to sell the land and/or improvements separately) to a third party or to an affiliate of Real Property Owner, then Real Property Owner shall first offer to sell the same to Steward Healthcare (the **"First Right"**). Such offer shall set forth the price and terms upon which the Real Property Owner is willing to sell the Real Property or any interest therein to Steward Healthcare. In the event Real Property Owner offers to sell the Real Property to Steward Healthcare pursuant to this Section 2.2, then Steward Healthcare shall notify Real Property Owner in writing within thirty (30) Business Days of its receipt of Real Property Owner's notice whether Steward Healthcare desires to acquire the Real Property from Real Property Owner. If Steward Healthcare notifies Real Property Owner in writing within such thirty (30) day period that Steward Healthcare does not desire to acquire the Real Property or any interest therein, or if Steward Healthcare does not respond in writing to Real Property Owner's notice within such thirty (30) Business Day period, or if Steward Healthcare does not agree in writing within such thirty (30) Business Day period to acquire the Real Property for the specified price and terms (in each case the **"First Right Termination"**), then, upon any First Right Termination, Real Property Owner shall thereafter offer to sell the Real Property or whatever interest therein which was offered to Steward Healthcare to Hospital Property Owner (the **"Second Right"**) on the same terms and conditions upon which the Real Property Owner offered to sell the Real Property or any interest therein to Steward Healthcare. Hospital Property Owner shall notify Real Property Owner in writing within thirty (30) Business Days of its receipt of Real Property Owner's notice whether Hospital Property Owner desires to acquire the Real Property from Real Property Owner. If Hospital Property Owner notifies Real Property Owner in writing within such thirty (30) day period that Hospital Property Owner does not desire to acquire the Real Property or any interest therein, or if Hospital Property Owner does not respond in writing to Real Property Owner's notice within such thirty (30) Business Day period, or if Hospital Property Owner does not agree in writing within such thirty (30) Business Day period to acquire the Real Property for the specified price and terms (in each case the **"Second Right Termination"**), then, upon any Second Right Termination, Real Property Owner shall be entitled to sell the Real Property for at least ninety-five percent (95%) of the price offered to Steward Healthcare and Hospital Property Owner (or its equivalent if the Real Property sold differs from that offered to Steward Healthcare and Hospital Property Owner). However, if, within one (1) year after a Second Right Termination, Real Property Owner has not sold the Real Property or any interest therein, the First Right and Second Right shall automatically revive and again bind Real Property Owner in accordance with the terms set forth herein. If Steward Healthcare or Hospital Property Owner notifies Real Property Owner in writing within such thirty (30) Business Day period that Steward Healthcare or Hospital Property Owner desires to purchase the Real Property or any interest therein from Real Property Owner for the specified price, the parties shall thereafter negotiate in good faith the terms of the Steward Healthcare's or Hospital Property Owner's purchase of the Real Property from Real Property Owner, including reasonable representations and warranties. Steward Healthcare may assign the First Right to an affiliate or to Hospital Property Owner, and may assign any purchase agreement negotiated between any Steward Healthcare entity and Real Property Owner to any other Steward Healthcare entity or Hospital Property Owner. Hospital Property Owner may assign the Second Right to an affiliate and may assign any purchase agreement negotiated between Hospital Property Owner or any affiliate to any other affiliate of Hospital Property Owner.

2.3 Unless otherwise expressly specified herein, the provisions of this Article 2 shall remain in

effect and be enforceable until such time as the Hospital, or any successor health care facility which replaces the Hospital, is permanently closed; provided, however, (i) the provisions of this Article 2 shall in any event terminate, lapse and be of no further effect on the date ninety-nine (99) years after the recording of this Declaration (the “**Restriction Period**”). The Hospital or successor health care facility shall, for the purposes of the preceding sentence, be deemed to have permanently closed when and if such facility has been closed and no health care services of any kind have been provided therein for a period of forty-eight (48) consecutive months; provided, however, if no such health care services have been provided at such facility for such period of time because of damage or destruction by fire or any other casualty, and such facility is being repaired or reconstructed, then such facility shall not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration.

### **ARTICLE 3** **GENERAL PROVISIONS**

3.1 General Provisions. As long as any of the covenants, restrictions or agreements granted and/or declared in Article 2 remain in effect, then the Real Property, the Real Property Owner, the Hospital Property and the Hospital Property Owner are subject to all of the following:

(a) The various terms, conditions, restrictions and agreements set forth herein shall be (i) covenants running with the land and (ii) binding upon and inure to the benefit of the Hospital Property, the Hospital Property Owner, the Real Property and the Real Property 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) 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 Ancillary 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.

(c) The covenants and restrictions provided for in Article 2 shall remain in full force and effect and shall be unaffected by any change in ownership of the Real Property or the Hospital Property, or any part of either of them, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as specified herein. Irreparable harm will result to the Hospital Property and the Hospital Property Owner by reason of any breach of the agreements, covenants and restrictions set forth in this Declaration; therefore, Hospital Property 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 equity. The failure of the Hospital Property 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.

(d) 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 Hospital Property Owner, the Real Property Owner, Steward Healthcare and all Mortgagees of record. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by Hospital Property Owner, the Real Property Owner, Steward Healthcare and all Mortgagees of record and recorded.

(e) 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 provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.


(f) This Declaration shall be governed, construed and enforced in accordance with the laws of



IN WITNESS WHEREOF, Owner has caused this Declaration of Restrictive Covenants and Right of First Refusal to be executed as of the date above written.

**MPT OF WEST VALLEY CITY, LLC,**  
A Delaware limited liability company


By: MPT Operating Partnership, L.P.,  
a Delaware limited partnership  
Its: Sole Member

By:   
Title: R. Steven Hamner  
Executive Vice President & CFO

**Utah form of acknowledgment (Utah Code Ann. 57-2a-7):**

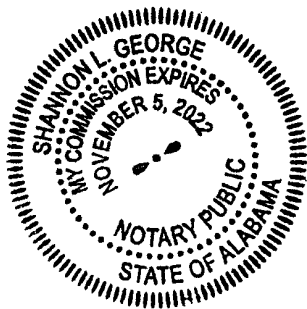
STATE OF ALABAMA )  
 : ss.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 17 day of Sep., 2020, by R. Steven Hamner, as the EVP CFO of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of **MPT OF WEST VALLEY CITY, LLC**, a Delaware limited liability company.



NOTARY PUBLIC  
Printed Name: Shannon L. George  
My Commission Expires: 11-5-22

[AFFIX NOTARY SEAL]



**EXHIBIT A**

**PARCEL 1:**

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565 in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3506 South Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point of the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North.1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with it 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of beginning.

TOGETHER WITH the West one half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234 in Book 6613, at Page 1040, of the Official Records, to-wit: Beginning at a point on the West line of the Southeast quarter of the Southeast quarter of Section 30, said point being South 89°56'54" West along the Section line 1323.97 feet and North 0°08'49" West 1093.53 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°08'49" West along said West line 234.16 feet to the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 30; thence North 89°57'12" East along the North line of said Southeast quarter of the Southeast quarter 279.72 feet; thence South 0°08'49" East 113.80 feet; thence South 45°08'49" East 43.64 feet; thence South 00°08'49" East 6.02 feet; thence North 89°51'11" East 6.02 feet; thence South 45°08'49" East 109.16 feet to a point on a curve to the right, the radius point of which bears North 53°23'53" West 144.69 feet; thence Southwesterly along the arc of said curve 31.63 feet to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of a 205.32 foot radius curve to the left; thence Southwesterly along the arc of said curve 37.77 feet; thence North 45°08'49" West 186.99 feet; thence South 89°51'11" West 5.23 feet; thence South 0°08'49" East 62.88 feet; thence South 89°51'11" West 179.63 feet to the point of beginning.

**PARCEL 2:**

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774 in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right



of way line 100.00 feet, more or less, to the point of beginning.

PARCEL 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North Line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of beginning.

PARCEL 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204:69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of beginning.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway), including three-raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

TOGETHER WITH the East one half of the vacated street (4155 West Street) abutting a portion of said property on the West.

PARCEL 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of beginning.

PARCEL 6:

BEGINNING at a point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of beginning.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

15-30-477-03; 15-30-476-008; 15-30-476-006; 15-30-476-007; 15-30-478-035; 15-30-478-037; 15-30-478-038; 15-30-478-040

**LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS:**

Lot 2 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58,

LESS AND EXCEPT that portion of said Lot 2 already owned by B.C.V.V., Inc. which portion is contained within said Lot 2 of the Plat and is more particularly described as follows:

Beginning at a point South 89°56'54" West 694.48 feet, and North 00°03'03" West 675.81 feet from the Southeast Comer of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 48.67 feet; thence North 00°03'42" West 207.46 feet; thence West 8.07 feet; thence North 70.03 feet; thence North 45°00'00" West 21.80 feet; thence East 71.95 feet; thence South 00°04'58" East 292.90 feet to the point of beginning, which less and except strip is contained within said Lot 2 of the Plat.

**ALSO LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS (Property conveyed to West Salt Lake Real Estate Ventures, LLC):**

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah, Commencing at the Southeast comer of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89°56'54" West along the Section Line and 620.00 feet North 0°04'58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 3 3 9 .17 feet due East along said South right of way line to the true point of beginning; and running thence due East 67.90 feet along said South Right of way line; thence due South 150.75 feet; thence due West 45.11 feet; thence due South 30.83 feet; thence due West 54.68 feet; thence due North 28.91; thence due West 53.17 feet; thence due North 76.09 feet; thence due East 49.55 feet; thence due North 46.97 feet; thence due East 35.50 feet; thence due North 29.62 feet to the point of beginning.

**ALSO LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS (Property conveyed to Jordan West Valley Medical Office Building, LLC):**

Lot 2B of FMC West Valley Subdivision Lot 2 Amended, according to the Official Plat thereof recorded August 20, 2020 as Entry No. 13367497 in Book 2020 P of Plats at Page 209 in the Office of the Salt Lake County Recorder, Utah.

**EXHIBIT B**

LOT 2B OF FMC WEST VALLEY SUBDIVISION LOT 2 AMENDED, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED AUGUST 20, 2020 AS ENTRY NO. 13367497 IN BOOK 2020P OF PLATS AT PAGE 209 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH.