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RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, RETURN TO:
D&M Holdings - Colorado, LLC
10040 Longview Dr.
Lone Tree, CO 80124

A portion of Parcel Nos. 15-30-478-023-0000, 15-30-477-003, 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, 15-30-478-045, 15-30-478-046

AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT (this "*Amendment*") is made and entered into as of the 24 day of ~~July~~ ^{September}, 2020 (the "*Effective Date*") by and among **MPT of West Valley City, LLC**, a Delaware limited liability company ("*Owner*"), 1000 Urban Center Dr., Ste. 501, Birmingham, AL 35242; **Jordan Valley Medical Center, LP**, a Delaware limited partnership ("*Lessee*"), 117 Seaboard Ln., Bldg. E, Franklin, TN 37067; and **D&M Holdings, LLC**, a Colorado limited liability company ("*Adjacent Owner*"), 10040 Longview Dr., Lone Tree, CO 80124.

RECITALS

- A. WHEREAS, the parties hereto are parties to an Easement Agreement dated March 22, 2016, and recorded with the Salt Lake County Recorder on March 22, 2016 as Entry No. 12244998 (the "*2016 Agreement*"), and all capitalized terms used herein but not defined herein shall have those meanings set forth in the 2016 Agreement;
- B. WHEREAS, Owner is the owner of the *Hospital Property* described in the 2016 Agreement;
- C. WHEREAS, Adjacent Owner is the successor to West Salt Lake Real Estate Ventures, LLC, the "Developer" in the 2016 Agreement, and current owner of the *Development Property* described therein, which is located within the Hospital Property and on which a medical office building has been constructed;
- D. WHEREAS, the Hospital Property is burdened in favor of Adjacent Owner and its Benefitted Parties by certain easement rights as defined in the 2016 Agreement and as platted in that certain Alta Land Survey dated December 30, 2019, prepared by Blew & Associates for, *inter alia*, Adjacent Landowner, set forth in **EXHIBIT A** hereto (the "*Easement Property*");
- E. WHEREAS, Lessee leases the Hospital Property on which a hospital has been constructed, and also enjoys certain rights to the Easement Property pursuant to its Lease referenced in Recital B of the 2016 Agreement, and as otherwise set forth in the 2016 Easement Agreement;

F. WHEREAS, Consistent with Section 3.2 of the 2016 Agreement, Owner and Lessee wish to reduce the area of the Easement Property to effectuate a sale of a portion thereof to a third party for purposes of constructing a medical office building therein, which property to be sold is legally described in **EXHIBIT B** hereto and depicted as proposed Lot 2B on **EXHIBIT B-1** hereto (“**MOB Property**”);

G. WHEREAS, after the carve-out of the MOB Property and the corresponding reduction the Easement Property, the Easement Property shall hereafter consist of the Utility Easement, the Temporary Construction Easement (defined below), the revised “Access Easement” and the revised “Parking Easement” all of which together which constitute the revised newly revised Easement Property (the “**Revised Easement Property**”), and all of which are identified as set forth in **EXHIBITS C** and **D-1** hereto;

H. WHEREAS, the reconfiguration described above (the “**Reconfiguration**”) will affect available parking, easement rights, maintenance obligations, and other aspects of the 2016 Agreement; and

I. WHEREAS, the parties wish to modify the 2016 Agreement to effectuate the Reconfiguration.

NOW, THEREFORE, in consideration of the above recitals (which are contractual in nature and an integral part of this Amendment and understanding of the parties and are incorporated herein by this reference), the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I
TERMS TO BE AMENDED

1.1 Temporary Easement for Construction. Subject to the terms, provisions, and conditions set forth herein, Adjacent Owner hereby agrees to provide a temporary easement for purposes of construction (the “**Temporary Construction Easement**”) upon, over, under, across, and through that certain property more particularly described on **EXHIBIT D** attached hereto and incorporated herein by reference, and more particularly depicted on **EXHIBIT D-1** attached hereto and incorporated herein by reference (the “**Temporary Construction Easement Property**”) for the purpose of constructing the development on the MOB Property. The Temporary Construction Easement shall automatically expire, terminate, and be of no further force or effect upon the occurrence of the earlier to occur of (i) the completion of the Construction of the Development, or (ii) December 31, 2021, subject, however, to Force Majeure (as defined in Section 6.18 below), but even in the event of Force Majeure, no later than March 31, 2022.

1.2 Reconfiguration. The parties agree to the Reconfiguration and to the reduction of the Easement Property to consist of, as of the Effective Date, the Revised Easement Property as set forth in **Exhibits C** and **D-1**, which shall consist of the Utility Easement (which shall not be changed), the Access Easement (which shall be revised as set forth in **Exhibit C**), the Parking

Easement (which shall be revised as set forth in **Exhibit D-1**), and the Temporary Construction Easement (depicted as set forth in **Exhibit D-1**).

1.3 Exclusive Parking. The last sentence of Section 2.3 of the 2016 Agreement is hereby deleted and Adjacent Owner shall hereafter be provided 40 designated parking spaces for its and its tenants' exclusive use as set forth as "Exclusive Parking" on **Exhibit D-1**.

1.4 Maintenance. Lessee shall at its sole cost and expense exclusively assume all maintenance obligations with respect to the parking facilities, Current Improvements, and future improvements located within the Revised Easement Property, including without limitation any portion of such parking facilities and improvement that may lie within the Development Property (e.g., portions of the parking stalls on the East side of the Development Property as identified in **Exhibit A**). Such obligations shall include, without limitation, the duty to mow, remove snow, landscape, and to generally maintain, repair, replace, and keep in good working order and condition and in a good and safe state of repair, the sidewalks, curbs, striping, surface, and other aspects and components of the improvements thereon, in a manner at least consistent with prior practice.

1.5 Maintenance Cost Sharing. Adjacent Owner agrees to reimburse Lessee for the reasonable *pro-rata* costs expended in performance of its maintenance obligations set forth in Section 1.4 above as follows: Lessee shall on a quarterly basis invoice Adjacent Owner for its share of the maintenance costs expended in the prior quarter, including reasonable itemization and detail regarding the services provided, the itemized costs of such services, and the vendor to whom payment was made, and Adjacent Owner shall make payment within thirty (30) days of receipt. The *pro-rata* share of Adjacent Owner shall be twenty-seven percent (27%), based upon a percentage that 40 parking spaces bears to the 148 total parking spaces in the Revised Easement Property.

1.6 Covenants. The parties agree that Revised Easement Property, the Hospital Property, and the new MOB Property, shall remain subject to the Use Declaration identified in Recital D of the 2016 Agreement.

1.7 No Interference. Adjacent Owner acknowledges and agrees that the Reconfiguration shall not constitute an unreasonable interference with its use of the Development Property for purposes of Section 3.2 of the 2016 Agreement.

1.8 Cost Reimbursement. Lessee agrees to reimburse Adjacent Owner for its legal costs incurred in responding to Owner's and Lessee's request for the Reconfiguration, including without limitation the implementation of this Amendment and changes to the 2016 Agreement, within one (1) week of providing a statement for same, and Lessee

1.9 Indemnity. Lessee shall indemnify Adjacent Owner from all costs of nonpayment of cost reimbursement as required by section 1.8 above, as well as to indemnify, defend and hold harmless Adjacent Owner and its members, officers, employees, agents, contractors, insurers, successors and assigns from and against all damages, costs, claims, causes of action, demands and debts of any kind whatsoever related to Lessee's breach of its maintenance obligations set forth in Section 1.4 above, including without limitation attorneys' fees and costs involved in

pursuit of same and collection thereof, all of which shall become a foreclosable lien upon the MOB Property if not fully paid.

ARTICLE II
MISCELLANEOUS

2.1 Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, or by nationally recognized commercial courier, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Adjacent Owner: D&M Holdings, LLC
 10040 Longview Drive
 Lone Tree, CO 80124
 Attention: Michael Hoffman

If to Owner: MPT of West Valley City, LLC
 c/o MPT Operating Partnership, L.P.
 1000 Urban Center Drive, Suite 501
 Birmingham, Alabama 35242
 Attention: Legal Department

With a copy to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC
1400 Wells Fargo Tower
420 20th Street North
Birmingham, Alabama 35203
Attention: Lynn Reynolds, Esq.

If to Lessee: Jordan Valley Medical Center, L.P.
 c/o Steward Healthcare Systems
 Attn: Corporate Real Estate
 1900 N. Pearl, Ste. 2400
 Dallas, Texas 75201

Any notice mailed in accordance with the above provisions shall be deemed to be received on the earlier of (a) the date actually received; or (b) three (3) days following the tendering thereof to the United States Postal Service or other commercial courier, postage prepaid, in the manner set forth above.

2.2 Waiver. No waiver of any default hereunder shall be implied from any failure to take any action with respect to such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Amendment shall not be deemed to be a waiver of any subsequent

default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Amendment. The rights or remedies of the parties under the terms of this Amendment shall be deemed to be cumulative and none of such rights and remedies shall be exclusive of any others or of any right or remedy at law or in equity which any party might otherwise have as a result of a default under this Amendment. The exercise of any right or remedy shall not impair the right to exercise any other right or remedy.

2.3 No Relationship of Principal and Agent. Nothing contained in this Amendment nor any act of any party shall be deemed or construed by any third person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other similar association between or among the parties.

2.4 Severability of Unenforceable Provisions. If any provision or provisions of this Amendment, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby, so long as removing the severed portion(s) of this Amendment does not materially alter the overall intent and purpose of this Amendment.

2.5 Interpretation. The captions of the Sections and Articles of this Amendment are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Amendment shall include the plural, where the context is otherwise appropriate. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

2.6 Governing Law. This Amendment shall be construed, interpreted and applied in accordance with the laws of the State of Utah, without regard to its principles of conflicts of law. Each of the parties hereby (a) submits to the exclusive jurisdiction of the federal and state courts located in the County of Salt Lake, State of Utah, for the purpose of any action or proceeding arising out of or relating to this Amendment or the transactions contemplated hereby, (b) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (c) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

2.7 Rights of Successors and Assigns. The covenants and agreements in this Amendment shall extend and inure in favor and to the benefit of, and shall be binding on, Owner, Lessee, Adjacent Owner (and the other Benefited Parties, as applicable), and their respective successors (including successors in ownership and estate) and assigns. No party shall transfer its rights and interests under this Amendment separate from its sale or other transfer of the property affected hereby. The parties' rights and obligations under this Amendment will run with any portion of such property that is conveyed, with each successor in title to any such portion being

responsible for fulfilling the conveyer's obligations under this Amendment with regard to the portion of the property that such successor acquires.

2.8 Disposition of Property. In the event of any sale, assignment, foreclosure or other disposition of all or a portion of Owner's or Lessee's interest in the Easement Property, the purchaser or other transferee of any portion of the Easement Property, and any subsequent purchaser or transferee of any such interest, shall be subject to, and bound by, all of the terms and provisions of this Amendment with respect to the portion of the Easement Property so acquired. In the event of any sale, assignment, foreclosure or other disposition of all or any portion of Adjacent Owner's interest in the Development Property, the purchaser or other transferee of any portion of the Development Property, and any subsequent purchase or other transferee of any such interest, shall be subject to, and bound by, all of the terms, conditions and provisions of this Amendment with respect to the portion of the Development Property so acquired.

2.9 Amendment. Except as otherwise expressly set forth in this Amendment, this Amendment and the 2016 Agreement may be modified or amended only by a written instrument executed by each party hereto.

2.10 Dedication. Nothing contained in this Amendment shall be deemed to be a gift or dedication of any portion of the Easement Property or easement areas to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the parties that the Easements granted in the 2016 Agreement shall continue to be strictly limited to and for the purposes herein expressed. All or a part of the access easements may be closed temporarily from time to time to such extent as may be legally necessary in the reasonable opinion of Owner to prevent a dedication thereof or the accrual of rights of any person or of the general public therein; provided, however, that Owner shall provide at least five (5) days' prior written notice of such intended closure to the Adjacent Owner and Lessee and such closure shall not unreasonably interfere with the business operations on or in the Development Property, the MOB Property or the Hospital Property.

2.11 Counterparts. This Amendment may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

2.12 Entire Amendment. This Amendment constitutes and contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior amendments, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof. The 2016 Agreement as modified by this Amendment continues in full force and effect in accordance with its terms as modified herein.

2.13 Limitation of Liability. Notwithstanding anything contained in this Amendment to the contrary, in any action brought to enforce the obligations of the Owner or Lessee, any money judgment or decree entered in any such action shall be a lien upon and shall be enforced against and satisfied only out of the interests of the Owner and the Lessee in the Hospital

Property and neither Owner nor Lessee shall have personal or corporate financial liability for any judgment or any deficiency of judgment.

2.14 Further Assurances. Each of the parties hereto shall execute such documents and instruments and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Amendment.

2.15 Authorized Execution. Each of the undersigned parties hereto hereby represents and warrants to the other undersigned party or parties that (a) each such party is duly authorized to execute, enter into and deliver this Amendment as a legally valid and binding agreement of such party; and (b) the individual executing this Amendment on behalf of such party is duly authorized to execute and deliver this Amendment on behalf of such party and no consent or other approval is required for the execution and delivery of this Amendment by such party.

2.16 Permitted Exceptions. The easements granted herein are subject to all existing covenants, agreements, easements and restrictions of record, if any, in the real property records of Salt Lake County, Utah.

2.17 Force Majeure. Force Majeure under this Amendment means in the event a party is delayed, hindered in or prevented from the performance of any act required under this Amendment by reason of strikes, lockouts, labor troubles, or other industrial disturbances, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations (including those promulgated in response to a pandemic such as COVID-19 or a like disease) acts of public enemies, war, blockades, riots, insurrections, earthquakes, fires, storms, floods, civil disturbances, weather-related acts of God, or failure to act by, or default of another party, or other reason beyond such party's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of such act shall be extended for a period equivalent to the period of such delay. Within ten (10) days following the occurrence of Force Majeure, the party claiming a delay due to such event shall give written notice to each of the other parties hereto setting forth a reasonable estimate of such delay, and such party shall use commercially reasonable efforts to mitigate the schedule and cost impacts of such delays.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Amendment to Easement Agreement as of the day and year first above written.

OWNER:

MPT OF WEST VALLEY CITY, LLC
a Delaware limited liability company

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

Its: Sole Member

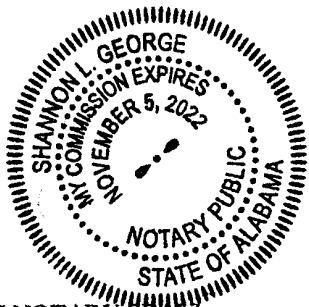
By: _____
Name: _____
Title: R. Steven Hamner
Executive Vice President & CFO

STATE OF ALABAMA)

:ss.

COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 17 day of Sept, 2020 by R. Steven Hamner, in his capacity 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.



[AFFIX NOTARY SEAL]

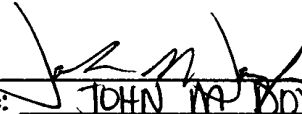
Notary Public

My Commission Expires: 11-5-22

[Signature page to Easement Amendment]

LESSEE:

JORDAN VALLEY MEDICAL CENTER, LP
a Delaware limited partnership

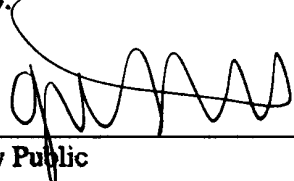
By: 
Name: JOHN M. BOYLE
Title: TREASURER

STATE OF TEXAS)

:ss.

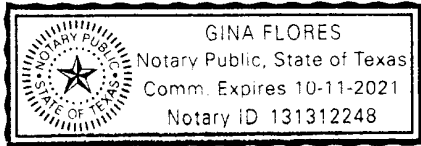
COUNTY OF DALLAS

The foregoing instrument was acknowledged before me this 18th September day of June, 2020 by John M. Boyle, in his/her capacity as the Treasurer of Jordan Valley Medical Center, LP, a Delaware limited partnership.



Notary Public

My Commission Expires: 10/11/2021



[AFFIX NOTARY SEAL]

[Continued Signature page 10 Easement Amendment]

ADJACENT OWNER:

D&M HOLDINGS, LLC
a Colorado limited liability company

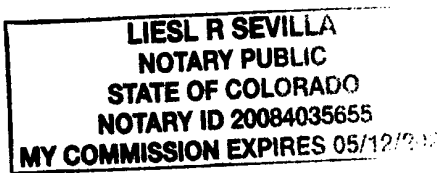
By: Michael R Hoffman
Name: Michael R Hoffman
Title: Manager

STATE OF Colorado

:SS.

COUNTY OF Douglas

The foregoing instrument was acknowledged before me this 24th day of ~~June~~ July, 2020 by Michael Hoffman in his/her capacity as the Manager of West D&M Holdings, LLC, a Colorado limited liability company.



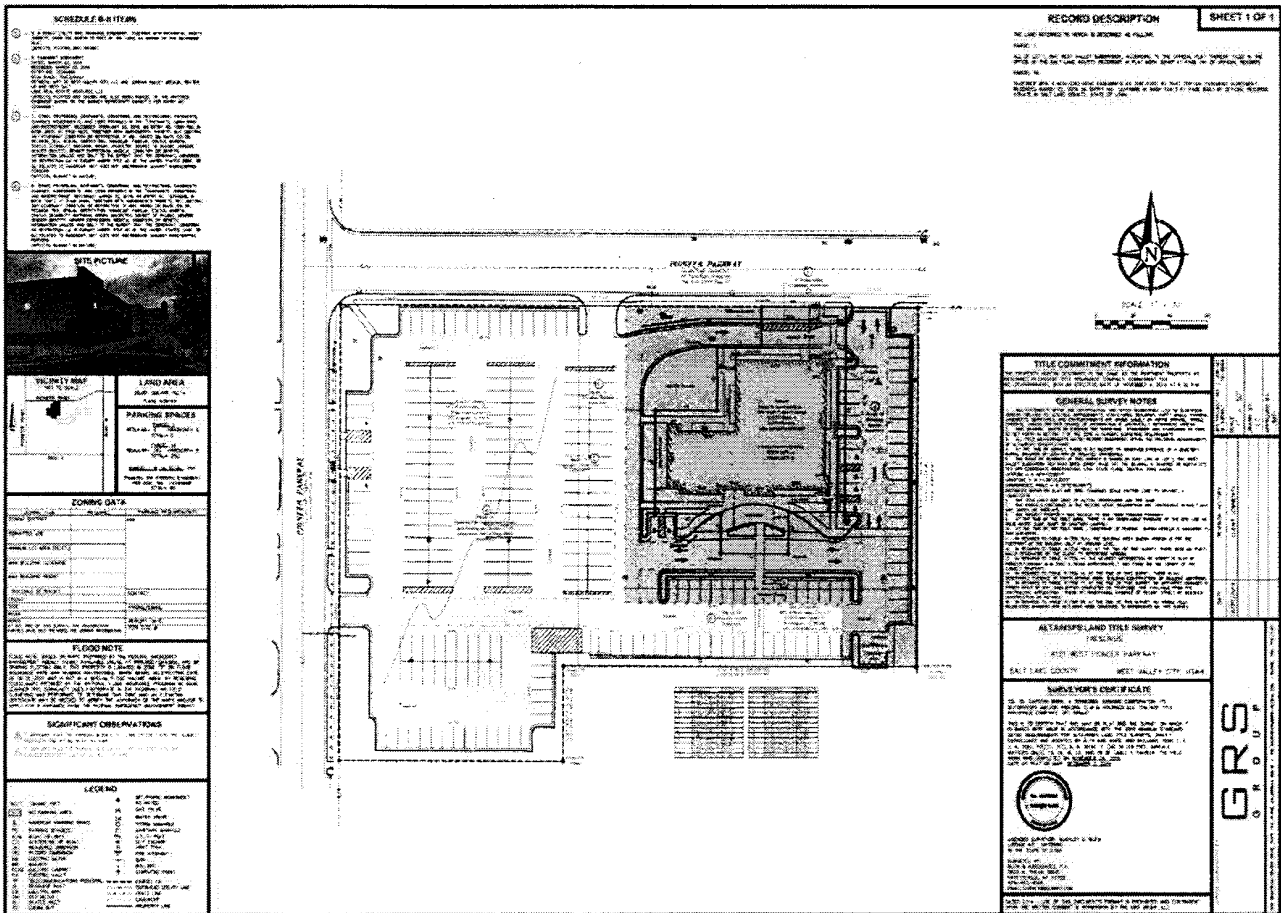
Liesl Sevilla
Notary Public

My Commission Expires: 5-12-2024

[AFFIX NOTARY SEAL]

[Continued Signature page to Easement Amendment]

EXHIBIT A
to
Easement Amendment
Easement Property



SCHEDULE & NOTES

1. ALL INFORMATION ON THIS SURVEY PLAT IS BASED ON THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH.

2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.

3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.

4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.



TRAILITY MAP	LAND AREA
PARKING SPACES	

ZONING DATA	
PERMITS	
ADDITIONAL DATA	

FLOOD NOTE

THE SURVEYOR HAS REVIEWED THE FLOOD HAZARD MAPS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.

LEGEND	
SYMBOLS	
NOTES	

RECORDS DESCRIPTION

RECORDS NUMBER: 11000000000000000000

DATE OF RECORD: 11/11/2011

RECORD TYPE: EASEMENT AMENDMENT

SHEET 1 OF 1

TITLE COMMITMENT INFORMATION

GENERAL SURVEY NOTES

1. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.

2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.

ALTAIR/PLAND TITLE SURVEY

RESURVEY

WEST HONOLULU PARKWAY

SALT LAKE COUNTY WEST VALLEY CITY UT 84144

SURVEYOR'S CERTIFICATE

THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF SALT LAKE COUNTY, UTAH, AND HAS FOUND THAT THE INFORMATION ON THIS SURVEY PLAT IS CORRECT AND ACCURATE.

GRS
S.O.M. & U.S.

EXHIBIT B
to
Easement Amendment

MOB Property

Proposed Lot 2B of proposed FMC West Valley Subdivision Lot 2 Amended being a portion of Lot 2 of FMC West Valley Subdivision being more particularly described as follows:

Beginning at a point 994.10 feet South 89°56'54" West along the Southeast quarter section line and 601.00 feet North 00°04'58" West and 19.12 feet East from the Southeast Corner of Section 30, Township I South, Range I West, Salt Lake Base and Meridian and running thence East 200.67 feet; thence South 19.33 feet; thence West 1.33 feet; thence South 25.33 feet; thence East 1.33 feet; thence South 32.67 feet; thence West 1.33 feet; thence South 22.00 feet; thence West 50.00 feet; thence South 3.00 feet; thence West 5.33 feet; thence North 2.59 feet; thence West 14.33 feet; thence South 21.59 feet; thence West 17.00 feet; thence North 19.00 feet; thence West 20.67 feet; thence North 3.67 feet; thence West 44.67 feet; thence South 5.33 feet; thence West 8.00 feet; thence North 1.33 feet; thence West 27.33 feet; thence South 1.33 feet; thence West 5.33 feet; thence North 5.33 feet; thence West 6.67 feet; thence North 98.67 feet to the point of beginning.

EXHIBIT B-1
to
Easement Amendment

MOB Property Depiction—Lot 2B

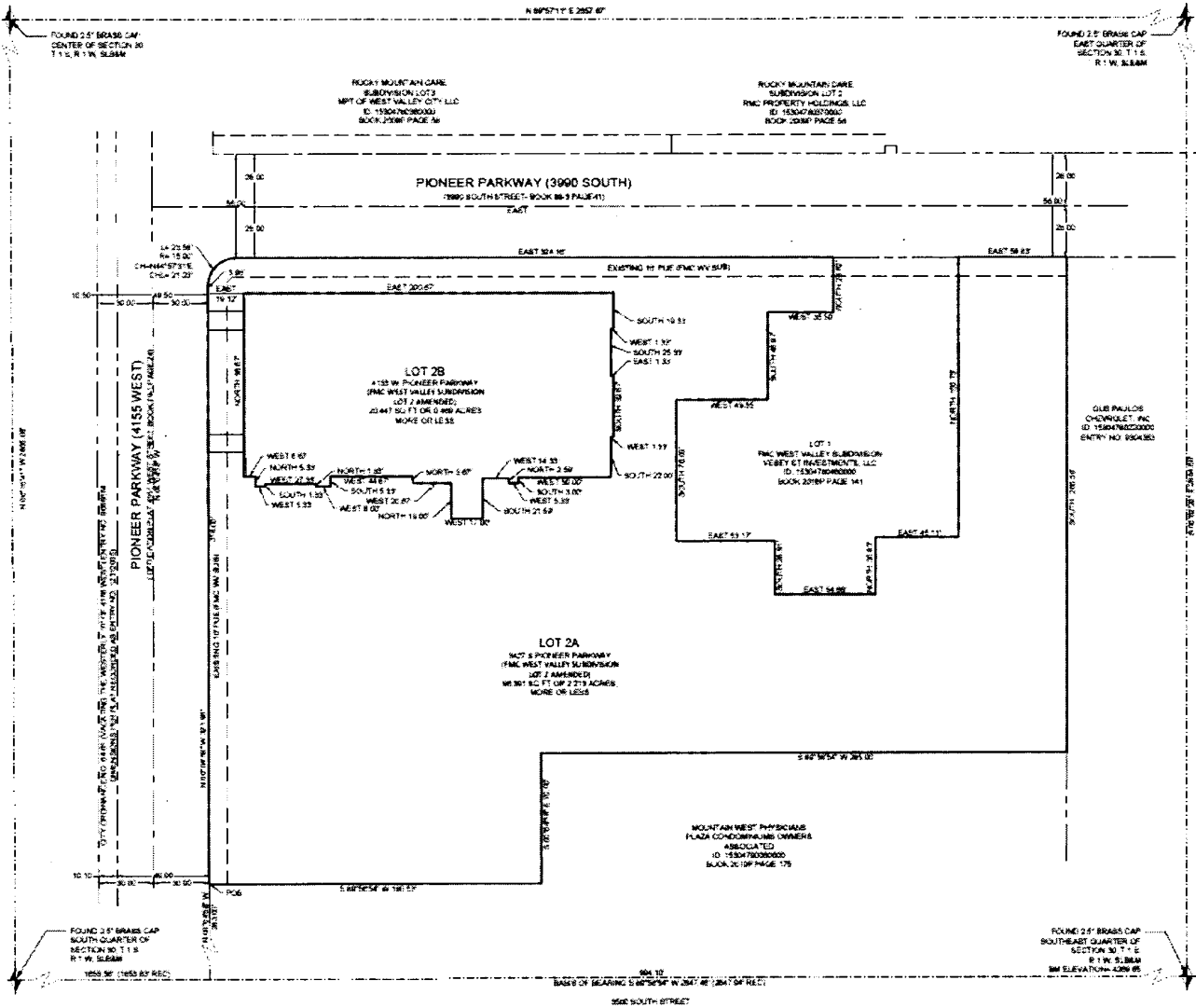


EXHIBIT C
to
Easement Amendment

**Depiction of Utility Easement Area and
Access Easement Area**

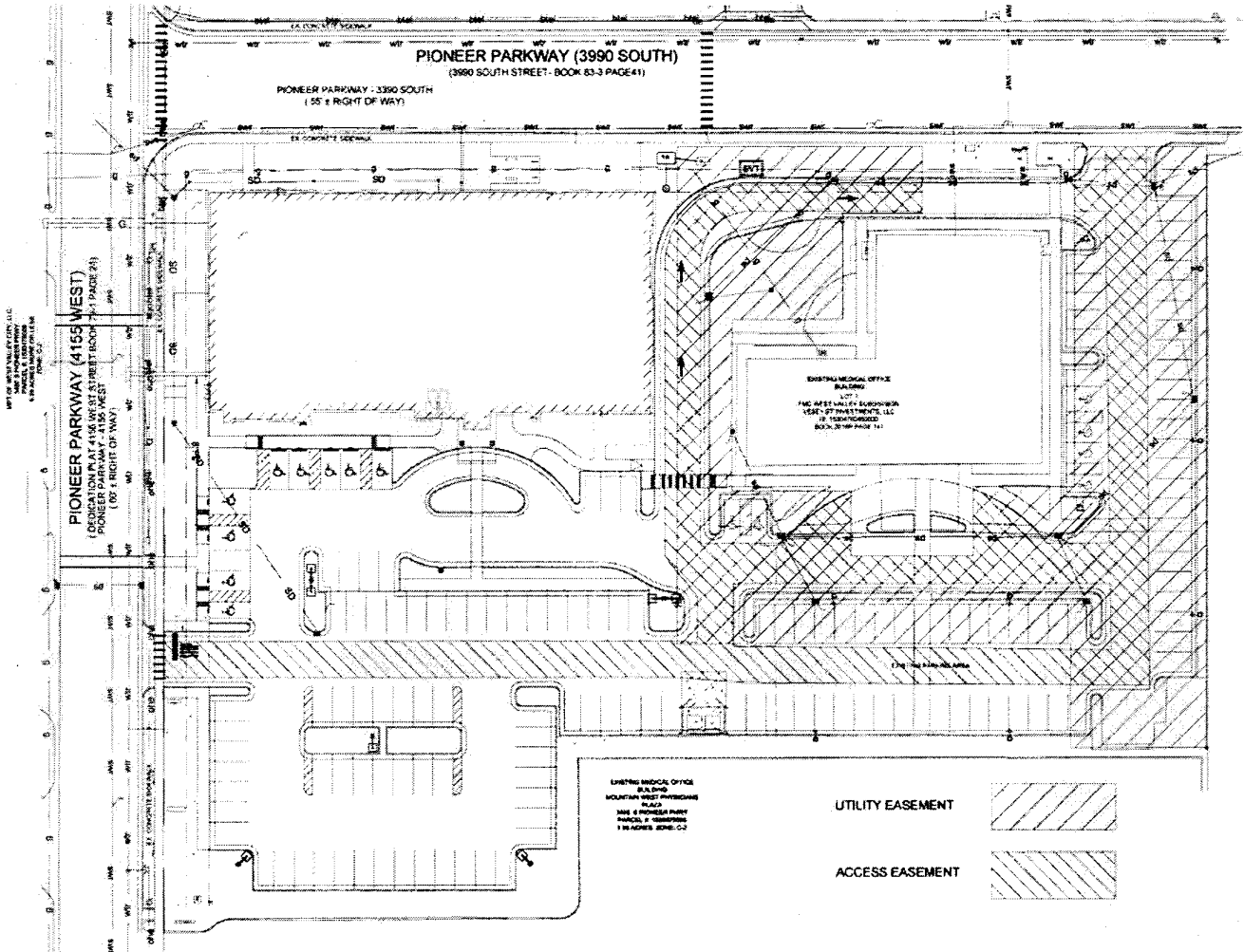


EXHIBIT D
to
Easement Amendment

Temporary Construction Easement

A temporary construction easement over the westerly portion of Lot 2 of that certain Plat entitled "FMC West Valley Subdivision", the same is also described as a portion of the proposed Lot 2A and all of the proposed Lot 2B of the proposed FMC West Valley Subdivision Lot 2 Amended being a portion of Lot 2 of FMC West Valley Subdivision. Said easement area being more particularly described as follows:

Beginning at a point 994.10 feet South 89°56'54" West along the Southeast quarter section line and 283.00 feet North 00°04'58" West from the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°04'58" West 321.98 feet to a point on a 15 foot radius curve to the right; thence along said curve 23.58 feet (chord bears N 44°57'31" E a distance of 21.23 feet); thence East 284.97 feet; thence South 76.59 feet, more or less, to a Westerly line of Lot 1 of FMC West Valley Subdivision, recorded on June 30, 2016, as entry number 12312035 in book 2016P at page 141; thence along the boundary of said Lot 1 the following three (3) courses: 1) West 45.85 feet; 2) South 76.09 feet; 3) East 25.50 feet; thence South 114.07 feet to the North line of the Mountain West Physicians Plaza Condominiums, recorded as entry number 11070706 in book 2010P at page 175 in the Office of the Salt Lake County Recorder; thence along the North line of said Mountain West Physicians Plaza Condominiums the following three (3) courses: 1) South 89°56'54" West 98.72 feet; 2) South 00°04'58" East 70.00 feet; 3) South 89°56'54" West 180.53 feet to the point of beginning.

EXHIBIT D-1
to
Easement Amendment

Depiction of Exclusive Parking Easement Area and
Temporary Construction Easement Area

