

SPECIAL WARRANTY DEED

5445234

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KATIE L. DIXON

RECORDER, SALT LAKE COUNTY, UTAH

FOUNDERS TITLE

REC BY: DIANE KILPACK, DEPUTY

W/S

STATE OF UTAH

COUNTY OF SALT LAKE

5445234

FOR VALUE RECEIVED, PIONEER VALLEY HOSPITAL, INC., a Utah corporation, hereinafter "Grantor", whose address is 3460 South Pioneer Parkway, West Valley City, Utah 84120, does hereby grant, bargain, sell and convey unto NATIONAL HEALTH INVESTORS, INC., a Maryland corporation, hereinafter "Grantee", whose address is 100 Vine Street, Murfreesboro, Tennessee 37130, the real property and real property interests described in Exhibit A, attached hereto (hereinafter the "Property").

The Property is being purchased by Grantee for the purpose of constructing on the Property a medical office building and other improvements (the "Medical Office Building") in a manner agreed upon by Grantor and Grantee, and, accordingly, as part of the consideration for this conveyance and by acceptance of this deed, Grantee, on behalf of itself and all successor owners of the Property, agrees that the Property shall be held and conveyed subject to the terms, conditions, covenants, agreements, easements and other provisions set forth in the Exhibits to this deed, and the covenants and agreements of Grantee set forth in Exhibits A and C attached hereto shall be covenants running with the land binding upon all successor owners of the Property or any part thereof or interest therein. The covenants, agreements, easements and other title exceptions and matters set forth, described or referred to in Exhibits A, B and C attached hereto are collectively hereinafter called the "Permitted Exceptions". All Exhibits referred to herein are attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, together with all improvements thereon and all appurtenances thereunto belonging unto Grantee, its successors and assigns forever.

AND GRANTOR DOES COVENANT to and with Grantee, its successors and assigns, that Grantor is lawfully seized and possessed of the Property in fee simple; that Grantor has a good and lawful right to sell and convey the same; and that except for Permitted Exceptions, the Property is free from all liens, rights, claims, encumbrances and restrictions held by or benefitting any person claiming under Grantor.

AND GRANTOR DOES FURTHER COVENANT and bind itself, its successors and assigns, to warrant and defend title to the Property to Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor (other than the rights,

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interests, and claims described or referred to in Exhibits A, B and C attached hereto), but not otherwise.

Executed as of the 25th day of February, 1993.

PIONEER VALLEY HOSPITAL, INC.

By: [Signature]

Michael A. Koban, Jr.

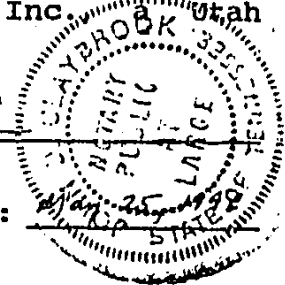
Title: Vice-President

STATE OF TENNESSEE
COUNTY OF DAVIDSON

The foregoing instrument was acknowledged before me this 25th day of February, 1993 by Michael A. Koban, Jr. Vice-President of Pioneer Valley Hospital, Inc. corporation, on behalf of said corporation.

[Signature]
Notary Public

My Commission Expires: [Signature]



This Instrument prepared by:
John D. Claybrook, Esq.
Waller Lansden Dortch & Davis
2100 Nashville City Center
Nashville, Tennessee 37219

EXHIBIT A
TO
SPECIAL WARRANTY DEED

Description of Land

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.

Access Easement

TOGETHER WITH AND INCLUDING a perpetual non-exclusive easement for pedestrian and motor vehicle ingress and egress to the above described 1.724 acre parcel of land (the "Land") and the "Parking Easement Parcels" (as hereinafter defined) by Grantee, on, over and across such paved driveways as may be now or hereafter located on the following described real property, to wit (hereinafter referred to as the "Access Easement Parcel"):

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 OF 1323.97 FEET AND NORTH 00° 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 89° 51' 11" EAST 179.63 FEET; THENCE NORTH 00° 08' 49" WEST 62.88 FEET; THENCE NORTH 89° 51' 11" EAST 5.23 FEET; THENCE SOUTH 45° 08' 49" EAST 186.99 FEET TO A POINT ON A CURVE TO THE RIGHT TO THE TRUE POINT OF BEGINNING; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 37.77 FEET; SAID CURVE HAVING A RADIUS 205.32 FEET A CENTRAL ANGLE OF 10° 32' 25" AND A CHORD BEARING OF NORTH 43° 49' 36" EAST A DISTANCE OF 37.49 FEET; THENCE NORTH 49° 07' 42" EAST 21.67 FEET; THENCE SOUTH 45° 13' 48" EAST 60.17 FEET; THENCE SOUTH 49° 07' 42" WEST 26.02 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 124.79 FEET; SAID CURVE HAVING A RADIUS 145.32 FEET A CENTRAL ANGLE OF 49° 12' 06" AND A CHORD BEARING OF SOUTH 24° 31' 39" WEST A DISTANCE OF 120.99 FEET; THENCE SOUTH 00° 04' 24" EAST 220.45 FEET; THENCE SOUTH 89° 55' 36" WEST 60.00 FEET; THENCE NORTH 00° 04' 24" WEST 220.45 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 138.54 FEET; SAID CURVE HAVING A RADIUS 205.32 FEET A CENTRAL ANGLE OF 38° 39' 42" AND A CHORD BEARING OF NORTH 19° 15' 27" EAST A DISTANCE OF 135.93 FEET TO THE POINT OF BEGINNING.

Grantee shall also have the right to construct within the Access Easement Parcel all improvements contemplated by the Development and Construction Management Agreement dated as of February 25, 1993 (the "Development Agreement"), by and between Healthtrust, Inc. - The Hospital Company ("Healthtrust") and Grantee.

Grantor hereby reserves the right to grant similar easements and licenses to others for the use of the drives located on the Access Easement Parcel, as it shall determine in its sole discretion to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the buildings and improvements now or hereafter located on the Hospital Property (as defined below). In addition, nothing herein contained shall limit

or restrict Grantor's right to relocate or reconfigure the layout of any driveways (or any part thereof) located on the Access Easement Parcel to other locations on the Access Easement Parcel or to close temporarily any such driveways, construct additional parking lots or parking spaces on the Access Easement Parcel, or construct additional buildings and structures on any portion or portions of the Access Easement Parcel; provided that: (a) any such relocation, reconfiguration or construction shall be at Grantor's sole cost and expense; (b) no such relocation or reconfiguration shall prevent or deny reasonable access for pedestrian and motor vehicle ingress and egress to the Land and the Parking Easement Parcels from a publicly dedicated right-of-way at any time; and (c) such relocated or reconfigured driveways or other improvements, whether located within or outside the limits of the Access Easement Parcel, shall be constructed in accordance with standards which are at least as high as the original improvements. The access easement set forth herein shall be applicable to such additional driveways if any of the driveways or any portion thereof located on the Access Easement Parcel are relocated, whether relocated within or outside the limits of the Access Easement Parcel. Furthermore, Grantor may impose reasonable rules and regulations and construct and install barriers and other devices to control the use of and access to the drives located on the Access Easement Parcel as now exist or may hereafter be located, and Grantee shall comply with all such rules and regulations, barriers and devices, so long as the use by Grantee of such drives as are located on the Access Easement Parcel shall not be unreasonably impaired. The foregoing easement shall not include the right to park or otherwise stop vehicles in the entrances, driveways or lanes on the Access Easement Parcel, and neither Grantee nor Grantor shall be allowed to use any driveways located on the Access Easement Parcel for the parking of motor vehicles, unless such driveways are designed to allow parking of motor vehicles parallel to the curb. The "Hospital Property" shall mean and include the real property described in Deed Book 6028, Page 1569 of the Recorder's Office of Salt Lake County, Utah (the "Records"), less and except the Land. Grantor reserves the right, now or in the future, to dedicate the Access Easement Parcel or any portion thereof for public street purposes and Grantee shall execute any and all documents, and take any and all actions reasonably requested by Grantor to facilitate such a dedication; provided that Grantee shall not be obligated to incur any out-of-pocket costs or expenses in connection with the dedication of the Access Easement Parcel or portion thereof or any improvements that may be required in connection therewith, and all such costs and expenses shall be paid by Grantor; and further provided that such dedication shall not result in a loss to the Land of parking spaces in the Access Easement Parcel, if any, which are needed to meet the minimum parking space requirements of the Land under then-applicable codes, laws and regulations. Notwithstanding anything set forth herein to the contrary, all rights, easements and obligations of Grantor and

Grantee with respect to the Access Easement Parcel shall terminate upon any such dedication of the Access Easement Parcel for public use.

Parking Easement

TOGETHER WITH AND INCLUDING a perpetual non-exclusive easement for the parking of motor vehicles on, over and across such paved surface parking areas as may now or hereafter be located on the following described parcels of real property, to wit (hereinafter referred to as "Parking Easement Parcel No. 1" and "Parking Easement Parcel No. 2", and hereinafter sometimes referred to collectively as the "Parking Easement Parcels"):

Parking Easement Parcel No. 1

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 00° 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 89° 51' 11" EAST 15.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89° 51' 11" EAST 164.63 FEET; THENCE NORTH 00° 08' 49" WEST 62.88 FEET; THENCE NORTH 89° 51' 11" EAST 5.23 FEET; THENCE SOUTH 45° 08' 49" EAST 186.99 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 138.54 FEET; SAID CURVE HAVING A RADIUS OF 205.32 FEET A CENTRAL ANGLE OF 38° 39' 42" AND A CHORD BEARING OF SOUTH 19° 15' 27" WEST A DISTANCE OF 135.93 FEET; THENCE SOUTH 00° 04' 24" EAST 81.90 FEET; THENCE SOUTH 89° 51' 11" WEST 139.70 FEET; THENCE SOUTH 00° 15' 45" WEST 14.74 FEET; THENCE SOUTH 89° 51' 11" WEST 76.45 FEET; THENCE SOUTH 00° 40' 20" WEST 118.76 FEET; THENCE NORTH 89° 54' 03" WEST 42.73 FEET; THENCE NORTH 00° 12' 41" EAST 221.89 FEET; THENCE SOUTH 89° 44' 56" EAST 2.48 FEET; THENCE NORTH 00° 08' 49" WEST 190.88 FEET TO THE POINT OF BEGINNING.

Parking Easement Parcel No. 2

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 00° 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 89° 51' 11" EAST 179.63 FEET; THENCE NORTH 00° 08' 49" WEST 62.88 FEET; THENCE NORTH 89° 51' 11" EAST 5.23 FEET; THENCE SOUTH 45° 08' 49" EAST 186.99 FEET TO A POINT ON A CURVE TO THE RIGHT, THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 37.77 FEET; SAID CURVE HAVING A RADIUS OF 205.32 FEET AND A CENTRAL ANGLE OF 10° 32' 25" AND A CHORD BEARING OF NORTH 43° 49' 36" EAST A DISTANCE OF 37.49 FEET TO THE POINT OF BEGINNING; THENCE NORTH 49° 07' 42" EAST 38.22 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 31.63 FEET; SAID CURVE HAVING A RADIUS OF 144.69 FEET A CENTRAL ANGLE OF 12° 31' 35" AND A CHORD BEARING NORTH 42° 51' 54" WEST AND A DISTANCE OF 31.57 FEET; THENCE NORTH 45° 08' 49" WEST 58.41 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 7.33 FEET; SAID CURVE HAVING A RADIUS OF 11.13 FEET A CENTRAL ANGLE OF 37° 44' 51" AND A CHORD BEARING OF NORTH 18° 43' 37" EAST A DISTANCE OF 7.20 FEET; THENCE NORTH 00° 08' 49" WEST 18.97 FEET; THENCE NORTH 89° 51' 11" EAST 243.00 FEET; THENCE SOUTH 00° 08' 49" EAST 13.00 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 7.85 FEET; SAID CURVE HAVING A RADIUS OF 5.00 FEET A CENTRAL ANGLE OF 90° 00' 00" AND A CHORD BEARING OF SOUTH 45° 08' 49" EAST A DISTANCE OF 7.07 FEET; THENCE NORTH 89° 51' 11" EAST 13.00 FEET; THENCE SOUTH 00° 08' 49" EAST 153.00 FEET; THENCE SOUTH 89° 51' 11" WEST 13.00 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 7.85 FEET; SAID CURVE HAVING A RADIUS OF 5.00 FEET A CENTRAL ANGLE OF 90° 00' 00" AND A CHORD BEARING OF SOUTH 44° 51' 11" WEST A DISTANCE OF 7.07 FEET; THENCE SOUTH 00° 08' 49" EAST 14.00 FEET; THENCE SOUTH 89° 51' 11" WEST 189.00 FEET; THENCE NORTH 00° 08' 49" WEST 13.00 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 7.85 FEET; SAID CURVE HAVING A RADIUS OF 5.00 FEET A CENTRAL ANGLE OF 90° 00'

00" AND A CHORD BEARING OF NORTH 45° 08' 49" WEST A DISTANCE OF 7.07 FEET; THENCE SOUTH 89° 51' 11" WEST 33.23 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 16.49 FEET; SAID CURVE HAVING A RADIUS OF 145.32 FEET A CENTRAL ANGLE OF 06° 30' 07" AND A CHORD BEARING OF NORTH 45° 52' 39" EAST A DISTANCE OF 16.48 FEET; THENCE NORTH 49° 07' 42" EAST 4.55 FEET; THENCE NORTH 45° 13' 48" WEST 60.17 FEET TO POINT OF BEGINNING.

Grantee shall also have the right to construct within the Parking Easement Parcels all improvements contemplated by the Development Agreement.

Grantor hereby reserves the right to grant similar easements and licenses to others for the use of the parking areas and drives located on the Parking Easement Parcels as shall be determined in the sole discretion of Grantor to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the Hospital Property or any part thereof, so long as the parking area available for Grantee's use as provided herein is not materially reduced or impaired. Grantor and such other persons as it may have granted easements or licenses for parking on the Parking Easement Parcels, the tenants and subtenants of Grantor and such other persons to whom there are granted easements or licenses for parking on the Parking Easement Parcels and their respective partners, officers, employees, agents, contractors and invitees shall have the right to use the parking areas and drives located on the Parking Easement Parcels, as the case may be, for the parking of motor vehicles in common with Grantee. Grantor shall have the right (a) to reconfigure the layout of any parking area located on the Parking Easement Parcels, (b) to close temporarily the parking area located on the Parking Easement Parcels in the event necessary for repairs and maintenance, and (c) to close permanently and/or remove parking spaces and drives or other improvements in any area where parking spaces or drives may now or hereafter be located, and build structures, buildings and other improvements in such areas or elsewhere, including without limitation, additional buildings on then existing parking spaces on the Parking Easement Parcels or on any other part of the Hospital Property; provided, however, that Grantor shall, at all times, maintain the combined number of parking spaces on the Parking Easement Parcels and the Hospital Property to comply with all applicable off-street parking codes which control the number of parking spaces required for the Medical Office Building, the "Hospital" (as defined in Exhibit C hereto) and all other buildings now or hereafter located on the Hospital Property, and any and all additional parking spaces provided by Grantor to replace parking spaces within the Parking Easement Parcels which have been removed, shall be placed in such locations

so that the parking facilities available to Grantee are reasonably adequate and convenient. In order to maintain necessary or desirable parking spaces or drives before, during or after any such reconfiguration or permanent closure or removal of parking spaces, Grantor may construct parking decks, parking structures, garages, parking spaces, drives and/or other improvements on the Parking Easement Parcels or on any other part of the Hospital Property. In the event additional parking spaces (including surface spaces and spaces in structures and garages) or drives are constructed on the Hospital Property for use by Grantor and/or others and such additional spaces are needed in order to maintain the number of parking spaces required above for the Land, then Grantor shall extend easements to Grantee to cover such additional parking spaces or drives to the extent necessary to comply with such requirement and to provide adequate and convenient parking to the Medical Office Building. Grantor may also install barriers and devices to control access to the parking areas located on the Parking Easement Parcels, and Grantee shall comply with the same, so long as the use thereof by Grantee is not materially impaired. Notwithstanding any provision contained herein to the contrary, Grantee's use of the parking areas located on the Parking Easement Parcels (or as relocated as herein contemplated) shall not be subject to any fee or charge by Grantor, except for Grantee's share of maintenance expenses as set forth below. In no event shall the Parking Easement Parcels be used by Grantor or Grantee for material or equipment storage, including but not limited to, the storage of motor vehicles or any mobile medical equipment used in connection with the operation of the Hospital. In the event that all or any portion of the Parking Easement Parcels is taken by the exercise of the power of eminent domain or is transferred or conveyed in a negotiated transaction to a person vested with the power of eminent domain then this easement and all rights of Grantee in and to the Parking Easement Parcels or the portion thereof taken or conveyed shall terminate at the effective time of the taking or conveyance, or, if earlier, the date that the condemning authority takes possession of the Parking Easement Parcels or such part thereof, and, at Grantor's sole option, either (a) Grantor shall extend easements to Grantee to provide substitute parking to the extent necessary to replace the parking area taken by the condemning authority within the Parking Easement Parcels, provided that such substituted parking area shall contain sufficient parking spaces to comply with all applicable off-street parking codes which control the number of parking spaces required for the Medical Office Building, and that such substituted parking area shall provide parking that is reasonably adequate and convenient to the Medical Office Building; or (b) Grantee shall be entitled to such portion of the award or other compensation payable with respect to any such taking or conveyance as shall be determined by mutual agreement between Grantor and Grantee, or if they are unable to agree, such award or compensation distributed between Grantor and Grantee as their respective rights and interests therein shall be determined

by the final, non-appealable order of a state court having jurisdiction over the Parking Easement Parcels and cases relating to condemnation of real property. In connection with the use of the easement granted herein, Grantee shall comply with the reasonable rules and regulations as may be adopted by Grantor from time to time.

Sanitary Sewer Easement

TOGETHER WITH AND INCLUDING a perpetual right and easement to construct, maintain, use, operate, repair, replace and/or remove such underground pipes and mains and other necessary underground utility structures and improvements (all of the foregoing being hereinafter referred to collectively as the "Sewer Utility Facilities") for the provision of sanitary sewer services to the Land as are reasonably necessary in connection with the use and enjoyment of the Land, in, under and from the following described real property, to wit (hereinafter referred to as the "Sewer Easement Parcel"):

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 00° 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 89° 51' 11" EAST 179.63 FEET; THENCE NORTH 00° 08' 49" WEST 62.88 FEET; THENCE NORTH 89° 51' 11" EAST 5.23 FEET; THENCE SOUTH 45° 08' 49" EAST 186.99 FEET TO A POINT ON A CURVE TO THE RIGHT, THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 37.77 FEET SAID CURVE HAVING A RADIUS OF 205.32 FEET AND A CENTRAL ANGLE OF 10° 32' 25" AND A CHORD BEARING OF NORTH 43° 49' 36" EAST A DISTANCE OF 37.49 FEET; THENCE NORTH 49° 07' 42" EAST 38.22 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE 31.63 FEET; SAID CURVE HAVING A RADIUS OF 144.69 FEET AND A CENTRAL ANGLE OF 12° 31' 35" AND A CHORD BEARING OF NORTH 42° 51' 54" EAST A DISTANCE OF 31.57 FEET; THENCE NORTH 45° 08' 49" WEST 5.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45° 08' 49" WEST 29.20 FEET; THENCE SOUTH 76° 03' 37" EAST 76.82 FEET; THENCE SOUTH 13° 56' 23" WEST 15.00 FEET; THENCE NORTH 76° 03' 37" WEST 51.77 FEET TO THE POINT OF BEGINNING.

Grantor hereby reserves the right to use the Sewer Easement Parcel for any purpose, including without limitation the installation, use and operation of driveways, parking areas and landscaping. Grantor shall have the right to reconfigure the Sewer Easement Parcel or relocate the Sewer Easement Parcel and the Sewer Utility Facilities to other locations on the Hospital Property, provided in the event of any such relocation or reconfiguration, (i) Grantor shall relocate and reconstruct such Sewer Utility Facilities at its sole cost and expense, and (ii) there shall be no interference with or disruption of services provided by such Sewer Utility Facilities to the Land, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. Grantee shall at its sole cost and expense, maintain all Sewer Utility Facilities installed in the Sewer Easement Parcel by Grantee or which provide service to the Land, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Sewer Easement Parcel are disturbed or damaged in the course of the installation of any Sewer Utility Facilities by the Grantee, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by Grantee, or its agent or contractors, Grantee shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

Water Line Easement

TOGETHER WITH AND INCLUDING a perpetual right and easement to construct, maintain, use, operate, repair, replace and/or remove such underground pipes and mains and other necessary underground utility structures and improvements (all of the foregoing being hereinafter referred to collectively as the "Water Line Facilities") for the provision of water service to the Land as is reasonably necessary in connection with the use and enjoyment of the Land, in, under and from the following described parcels of real property, to wit (hereinafter referred to as "Water Line Easement Parcel No. 1", and "Water Line Easement Parcel No. 2", and hereinafter sometimes referred to collectively as the "Water Line Easement Parcels"):

Water Line Easement Parcel No. 1

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 00° 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 89° 51' 11"
EAST 117.51 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89° 51' 11" EAST 18.56 FEET;
THENCE SOUTH 45° 40' 28" EAST 6.54 FEET;
THENCE NORTH 89° 57' 12" EAST 111.83 FEET;
THENCE SOUTH 45° 08' 49" EAST 26.99 FEET;
THENCE NORTH 89° 49' 06" WEST 6.13 FEET;
THENCE SOUTH 00° 02' 48" EAST 23.47 FEET;
THENCE SOUTH 89° 57' 12" WEST 15.00 FEET;
THENCE NORTH 00° 02' 48" WEST 23.53 FEET;
THENCE NORTH 89° 49' 06" WEST 109.47 FEET;
THENCE NORTH 45° 40' 28" WEST 33.00 FEET TO
THE POINT OF BEGINNING.

Water Line Easement Parcel No. 2

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 00° 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 89° 51' 11"
EAST 179.63 FEET; THENCE NORTH 00° 08' 49"
WEST 62.88 FEET; THENCE NORTH 89° 51' 11" EAST
5.23 FEET; THENCE SOUTH 45° 08' 49" EAST
186.99 FEET TO A POINT ON A CURVE TO THE
RIGHT, THENCE ALONG SAID CURVE TO THE RIGHT A
DISTANCE OF 37.77 FEET; SAID CURVE HAVING A
RADIUS OF 205.32 FEET AND A CENTRAL ANGLE OF
10° 32' 25" AND A CHORD BEARING OF NORTH 43°
49' 36" EAST A DISTANCE OF 37.49 FEET TO THE
POINT OF BEGINNING; THENCE NORTH 49° 07' 42"
EAST 38.22 FEET TO A POINT ON A CURVE TO THE
LEFT; THENCE ALONG SAID CURVE TO THE LEFT A
DISTANCE OF 3.19 FEET; SAID CURVE HAVING A
RADIUS OF 144.69 FEET A CENTRAL ANGLE OF 01°
15' 51" AND A CHORD BEARING NORTH 48° 29' 46"
EAST A DISTANCE OF 3.19 FEET; THENCE SOUTH 46°
20' 07" EAST 60.11 FEET TO A POINT ON A CURVE
TO THE RIGHT; THENCE ALONG SAID CURVE TO THE
RIGHT A DISTANCE OF 8.92 FEET SAID CURVE
HAVING A RADIUS OF 204.69 FEET A CENTRAL ANGLE
OF 02° 29' 47" AND A CHORD BEARING OF SOUTH
47° 52' 48" WEST A DISTANCE OF 8.92 FEET;
THENCE SOUTH 49° 07' 42" WEST 33.87 FEET;
THENCE NORTH 45° 13' 48" WEST 60.17 FEET TO
THE POINT OF BEGINNING.

Grantor hereby reserves the right to use the Water Line Easement Parcels for any purpose, including without limitation the installation, use and operation of driveways, parking areas and landscaping. Grantor shall have the right to reconfigure the Water Line Easement Parcels or relocate the Water Line Easement Parcels and the Water Line Facilities to other locations on the Hospital Property, provided in the event of any such relocation or reconfiguration, (i) Grantor shall relocate and reconstruct such Water Line Facilities at its sole cost and expense, and (ii) there shall be no interference with or disruption of services provided by such Water Line Facilities to the Land, except to the extent reasonably necessary to accomplish the reconfiguration or relocation. Grantee shall, at its sole cost and expense, maintain all Water Line Facilities installed in the Water Line Easement Parcels by Grantee or which provide service to the Land, in good condition and repair and shall make all repairs, replacements and renewals necessary to maintain such condition. In the event that the surface of the ground or any improvements located on the Water Line Easement Parcels are disturbed or damaged in the course of the installation of any Water Line Facilities by the Grantee, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by Grantee, or its agents or contractors, Grantee shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage.

Dumpster Access Easement

TOGETHER WITH AND INCLUDING a perpetual non-exclusive easement for motor vehicle ingress and egress to and from the waste disposal dumpster pad and loading dock to be constructed as part of the improvements contemplated by the Development Agreement on a portion of the Land, on, over and across such paved surface parking areas and/or driveways as may now or hereafter be located on the following described parcel of real property, to wit (hereinafter referred to as the "Dumpster Access Easement Parcel"):

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 00° 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 89° 51' 11" EAST 19.81 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 89° 51' 11" EAST 19.80 FEET;
THENCE SOUTH 45° 08' 49" EAST 10.78 FEET;
THENCE NORTH 89° 51' 11" EAST 208.16 FEET;
THENCE SOUTH 45° 08' 49" EAST 33.95 FEET;

THENCE SOUTH 89° 51' 11" WEST 227.96 FEET;
THENCE NORTH 45° 08' 49" WEST 44.72 FEET TO
THE POINT OF BEGINNING.

Nothing herein contained shall limit or restrict Grantor's right to relocate or reconfigure the layout of any driveways (or any part thereof) located on the Dumpster Access Easement Parcel, or to close temporarily any such driveways, construct additional parking lots or parking spaces on the Dumpster Access Easement Parcel, or construct additional buildings and structures on any portion or portions of the Dumpster Access Easement Parcel; provided the easement set forth herein shall be applicable to such relocated or reconfigured driveways, whether located within or outside the limits of the Dumpster Access Easement Parcel. Furthermore, Grantor may impose reasonable rules and regulations to control the use of and access to the drives located on the Dumpster Access Easement Parcel as now exist or may hereafter be located, so long as the use by Grantee of such drives as are located on the Dumpster Access Easement Parcel shall not be unreasonably impaired. The foregoing easement shall not include the right to park or otherwise stop vehicles in the entrances, driveways or lanes on the Dumpster Access Easement Parcel.

Drainage Easement

TOGETHER WITH AND INCLUDING perpetual non-exclusive easement to use all of the storm and surface water drainage pipes, conduits, basins, excavations, swales and other improvements (collectively, the "Drainage Facilities") now or hereafter located on, in or under Hospital Property as is reasonably necessary for the purposes of collecting, directing, retaining, detaining and disposing of storm and surface water runoff from the Medical Office Building and the Land; provided that alterations or additions to the Drainage Facilities located on the Land and constructed as part of the initial construction of the Medical Office Building are adequate for the proper collection, detention, retention and disposal of storm water and surface water generated from or accumulated on the Land and such Drainage Facilities located on the Land are in compliance with all applicable governmental requirements governing the directing, retention, detention and disposal of storm and surface water runoff.

Grantor hereby reserves the right to use those portions of the Hospital Property on, in or under which Drainage Facilities may now or hereafter be located for any purpose not inconsistent with the rights granted herein, including, without limitation, the installation, use and operation of driveways, walkways, parking areas and landscaping. Provided, however, that neither such other use nor the installation, use or operation of driveways, walkways, parking areas, or landscaping shall interfere with or cause any disruption of services provided by any such Drainage Facilities.

In addition, Grantor further reserves the right to grant similar easements and licenses to others for the use of the Drainage Facilities now or hereafter located on, in or under the Hospital Property, as shall be determined by Grantor to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the Hospital Property or any part thereof, provided Grantee's use of the Drainage Facilities is not materially impaired. Grantor shall have the right, at its sole cost and expense, to modify or reconfigure the Drainage Facilities located on the Hospital Property and/or to relocate such Drainage Facilities to other locations on, in or under the Hospital Property, provided the capacity of such Drainage Facilities to collect, direct, retain, detain and dispose of storm and surface water runoff from the Land is not materially reduced as a result of any such modification, reconfiguration or relocation. Grantor shall, at its sole cost and expense, maintain all Drainage Facilities in good condition and repair, and shall make all repairs, replacements and renewals necessary to maintain such condition.

Reserved Driveway/Access Easement:

GRANTOR HEREBY RESERVES a perpetual, non-exclusive easement for pedestrian and motor vehicle ingress and egress to and from the "Future MOB" (as hereinafter defined) and that portion of the Hospital Property located to the northeast of the Land by Grantor on, over and across such paved surface parking areas, sidewalks and drives, as may be now or hereafter located on the following described real property, to wit (hereinafter referred to as the "Reserved Driveway/Access Easement Parcel"):

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTH EAST 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 00° 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 89° 51' 11" EAST 179.63 FEET; THENCE NORTH 00° 08' 49" WEST 62.88 FEET; THENCE NORTH 89° 51' 11" EAST 5.23 FEET; THENCE SOUTH 45° 08' 49" EAST 73.68 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00° 08' 49" WEST 33.05 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 108.36 FEET; SAID CURVE HAVING A RADIUS OF 44.00 FEET A CENTRAL ANGLE OF 141° 06' 37" AND A CHORD BEARING OF NORTH 70° 24' 29" EAST A DISTANCE OF 82.98 FEET; THENCE SOUTH 39° 02' 12" EAST 31.53 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE

TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 20.08 FEET; SAID CURVE HAVING A RADIUS OF 11.13 FEET A CENTRAL ANGLE OF 103° 21' 45" AND A CHORD BEARING OF NORTH 89° 16' 55" EAST A DISTANCE OF 17.47 FEET; THENCE SOUTH 45° 08' 49" EAST 25.20 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 5.51 FEET; SAID CURVE HAVING A RADIUS OF 20.00 FEET A CENTRAL ANGLE OF 15° 46' 27" AND A CHORD BEARING OF SOUTH 58° 51' 01" WEST A DISTANCE OF 5.49 FEET; THENCE SOUTH 50° 57' 28" WEST 35.90 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 23.42 FEET; SAID CURVE HAVING A RADIUS OF 14.91 FEET A CENTRAL ANGLE OF 90° 00' 00" AND A CHORD BEARING OF SOUTH 05° 57' 48" WEST A DISTANCE OF 21.09 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 27.55 FEET; SAID CURVE HAVING A RADIUS OF 30.00 FEET A CENTRAL ANGLE OF 52° 36' 54" AND A CHORD BEARING OF SOUTH 65° 20' 39" EAST A DISTANCE OF 26.59 FEET; THENCE SOUTH 49° 07' 42" WEST 21.45 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 37.54 FEET; SAID CURVE HAVING A RADIUS OF 205.32 FEET A CENTRAL ANGLE OF 10° 28' 38" AND A CHORD BEARING OF SOUTH 43° 49' 37" WEST A DISTANCE OF 37.49 FEET; THENCE NORTH 45° 09' 28" WEST 6.81 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 22.14 FEET; SAID CURVE HAVING A RADIUS OF 30.00 FEET A CENTRAL ANGLE OF 42° 16' 57" AND A CHORD BEARING OF NORTH 17° 53' 44" WEST A DISTANCE OF 21.64 FEET; THENCE NORTH 39° 02' 12" WEST 1.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 26.76 FEET; SAID CURVE HAVING A RADIUS OF 30.00 FEET A CENTRAL ANGLE OF 51° 06' 37" AND A CHORD BEARING OF NORTH 64° 35' 31" WEST A DISTANCE OF 25.88 FEET; THENCE SOUTH 89° 51' 11" WEST 44.45 FEET; THENCE NORTH 00° 08' 49" WEST 42.41 FEET TO THE POINT OF BEGINNING.

Grantee shall maintain all such paved parking areas, sidewalks, canopies and drives located on the Reserved Driveway/Access Easement Parcel in good condition and repair, and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary, to maintain such paved

surface parking areas, sidewalks, canopies and drives in such condition and repair as is comparable to the state of condition and repair of the paved surface parking areas, sidewalks, canopies and drives located on the Hospital Property. In addition, Grantee shall keep and maintain the paved surface parking areas, sidewalks, canopies and drives located on the Reserved Driveway/Access Easement Parcel in a safe, clean and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Property, and shall keep the Reserved Driveway/Access Easement Parcel free from accumulation of trash, dirt and other debris. Grantee may impose from time to time reasonable rules and regulations for the use of the paved surface parking areas, sidewalks, canopies and drives located on the Reserved Driveway/Access Easement Parcel, so long as the use thereof by Grantor is not materially impaired, and Grantor shall comply with all such reasonable rules and regulations.

Reserved Drainage/Utility Easement

GRANTOR HEREBY RESERVES a perpetual non-exclusive easement (i) to use all of the Drainage Facilities now or hereafter located on the "Reserved Drainage/Utility Easement Parcel" (as hereinafter defined), for the purposes of collecting, directing, retaining, detaining and disposing of storm and surface water runoff from the Hospital Property, and (ii) for general utility purposes, including but not limited to the right to construct, operate, maintain, repair, replace and/or remove any facilities that may be necessary for the supply of gas, water, electrical power, sewage and waste disposal, telephone, communications, cable television or other utilities (collectively, the "General Utility Facilities") on, over and across the Reserved Drainage/Utility Easement Parcel. As used herein, the "Reserved Drainage/Utility Easement Parcel" shall refer to the following described real property:

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 00° 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 TO THE POINT OF BEGINNING; THENCE NORTH 00° 08' 49" WEST ALONG SAID WEST LINE 234.16 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AT 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 00° 02' 48" EAST 37.00 FEET; THENCE SOUTH 89° 57' 12" WEST

259.66 FEET; THENCE SOUTH 00° 08' 49" EAST
197.13 FEET; THENCE SOUTH 89° 51' 11" WEST
20.00 FEET TO THE POINT OF BEGINNING.

Nothing herein contained shall limit or restrict Grantee's right to use the Reserved Drainage/Utility Easement Parcel for any purpose not inconsistent with the rights reserved herein to Grantor and provided that Grantor's use of the Drainage Facilities and the General Utility Facilities is not unreasonably impaired. Grantor further reserves the right at its sole cost and expense to modify or reconfigure the Drainage Facilities now or hereafter located on, in or under the Land, in connection with the relocation of any Drainage Facilities now or hereafter located on the Hospital Land, provided the capacity of such Drainage Facilities to collect, direct, retain and dispose of storm and surface water runoff from the Land is not materially reduced or unreasonably impaired. Grantor further reserves the right at its sole cost and expense to relocate and reconstruct any such General Utility Facilities at its sole cost and expense. Grantor shall, at its sole cost and expense, maintain all Drainage Facilities and General Utility Facilities located on, in or under the Reserved Drainage/Utility Easement Parcel, in good condition and repair, and shall make all repairs, replacements and renewals necessary to maintain such condition. If the surface of the ground or any improvements located on the Reserved Drainage/Utility Easement Parcel are disturbed or damaged in the course of the installation of any Drainage Facilities or General Utility Facilities by Grantor or its agents or contractors, or in the course of any maintenance, repair, removal or replacement thereof by Grantor or its agents or contractors, Grantor shall at its sole cost and expense promptly restore any disturbed area and repair all damage to improvements to the condition existing prior to such disturbance or damage. Grantor shall have the right to grant licenses to others to use any Drainage Facilities or General Utility Facilities constructed by Grantor in, on or under the Reserved Drainage/Utility Easement Parcel.

Reserved Pedestrian Ingress/Egress Easement

GRANTOR HEREBY RESERVES a perpetual non-exclusive easement for pedestrian ingress and egress to and from the Land and the Medical Office Building by Grantor across, through, on, under and/or over those portions of any lobby, foyer and/or reception area, and any and all hallways, corridors, passageways, sidewalks, canopies and covered or enclosed walkways that may hereafter be constructed on the following described portion of the Land, to wit (hereinafter referred to as "Reserved Pedestrian Easement Parcel"):

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 00° 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 00° 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 00° 08' 49" EAST 92.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 08' 49" EAST 5.99 FEET; THENCE SOUTH 89° 51' 11" WEST 15.00 FEET; THENCE SOUTH 45° 08' 49" EAST 64.87 FEET; THENCE SOUTH 00° 08' 49" EAST 6.12 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 11.93 FEET; SAID CURVE HAVING A RADIUS OF 49.00 FEET A CENTRAL ANGLE OF 13° 57' 09" AND A CHORD BEARING OF SOUTH 46° 00' 47" EAST A DISTANCE OF 11.90 FEET; THENCE SOUTH 39° 02' 12" EAST 103.43 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG A SAID CURVE TO LEFT A DISTANCE OF 5.04 FEET; SAID CURVE HAVING A RADIUS OF 144.69 FEET A CENTRAL ANGLE OF 01° 59' 47" AND A CHORD BEARING OF SOUTH 43° 38' 21" WEST A DISTANCE OF 5.04 FEET; THENCE NORTH 39° 02' 12" WEST 104.07 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 70.44 FEET; SAID CURVE HAVING A RADIUS OF 44.00 FEET A CENTRAL ANGLE OF 91° 43' 22" AND A CHORD BEARING OF NORTH 84° 53' 53" WEST A DISTANCE OF 63.15 FEET; THENCE NORTH 45° 08' 49" WEST 5.01 FEET; THENCE NORTH 49° 34' 58" EAST 1.35 FEET; THENCE NORTH 39° 37' 35" WEST 1.58 FEET; THENCE NORTH 00° 08' 49" WEST 36.12 FEET; THENCE NORTH 45° 08' 49" WEST 18.50 FEET; THENCE SOUTH 44° 51' 11" WEST 2.00 FEET; THENCE NORTH 45° 08' 49" WEST 6.00 FEET; THENCE NORTH 00° 08' 49" WEST 2.50 FEET; THENCE NORTH 44° 51' 11" EAST 15.71 FEET; THENCE NORTH 89° 51' 11" EAST 7.08 FEET; THENCE SOUTH 00° 08' 49" EAST 7.62 FEET; THENCE NORTH 89° 51' 11" EAST 31.47 FEET TO THE POINT OF BEGINNING.

Nothing herein contained shall limit or restrict Grantee's right to use the Reserved Pedestrian Easement Parcel for any purpose not inconsistent with the rights reserved herein to

Grantor and provided that Grantor's use of the Reserved Pedestrian Easement Parcel is not unreasonably impaired. Grantee may impose, from time to time, reasonable rules and regulations for the use of such lobby, foyer and/or reception area, and such hallways, corridors, passageways, sidewalks, canopies, and covered or enclosed walkways, including, but not limited to, the specification of hours of operation during which such lobby, foyer and/or reception area, and such hallways, corridors, passageways, sidewalks and walkways which are located within the interior of the Medical Office Building shall be open to Grantor, and Grantor shall comply with such rules and regulations as may be adopted by Grantee from time to time; provided, however, compliance with such rules and regulations shall not unreasonably impair Grantor's access to the Land or the Medical Office Building. Notwithstanding the foregoing, Grantee shall keep the Medical Office Building open during normal business hours. In the event such lobby, foyer, reception area, hallways, corridors, passageways, sidewalks, canopies and covered or enclosed walkways are constructed on the Reserved Pedestrian Easement Parcel, Grantee shall maintain in good condition and repair, at its cost, such improvements after the completion thereof, and shall make all repairs, replacements and renewals necessary to maintain such state of condition and repair; provided, however, that such maintenance, repairs, replacements, reconstruction or restoration of such improvements shall not materially impair Grantor's access to and from the Land or the Medical Office Building. Grantee shall keep any lobby, foyer and/or reception area, and any and all hallways, corridors, passageways, sidewalks, canopies and covered or enclosed walkways located on the Reserved Pedestrian Easement Parcel free from accumulation of trash and debris.

Reserved Easement to Connect and Attach

GRANTOR HEREBY RESERVES a perpetual right and easement (i) to connect, attach, abut and/or apply at Grantor's cost any building, building addition or other structure or improvement hereafter constructed or located primarily on the Hospital Property (collectively, the "Future MOB") to the Medical Office Building and other improvements constructed on the Land, and, to the extent reasonably necessary for the proper design and construction of the Future MOB, to erect and maintain on the portion of the Land within five (5) feet of any boundary line between the Land and the Hospital Property, any foundations, footings, columns, walls, buildings, frames, ceilings, floors, roof structures and systems, beams, joists and any other building components which are a part of the Future MOB and (ii) to encroach upon the Land or under the Medical Office Building and other improvements constructed on the Land to the extent that none of the foregoing building components of the Future MOB (A) unreasonably impair or interfere with the use, operation or maintenance of the Medical Office Building or other improvements located on the Land, and (B) is reasonably

necessary because of the close proximity of the Future MOB or are the result of inadvertent errors occurring in the field during construction of the Future MOB.

Reserved Corridor Easement

GRANTOR HEREBY RESERVES a perpetual right and easement to erect, construct and maintain at Grantor's cost any foundations, footings, columns, walls, frames, ceilings, floors, roof structures and systems, beams, joists and other building components which are part of the Future MOB, on that portion of the Land hereinafter referred to and described as the "Reserved Corridor Easement Parcel", which components of the Future MOB may or may not be attached to the Medical Office Building or other improvements to be constructed on the Land. The "Reserved Corridor Easement Parcel" shall be the following described portion of the Land, 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 00° 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 00° 08' 49" WEST ALONG SAID WEST LINE 234.16 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER AT 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 00° 08' 49" EAST 92.80 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 08' 49" EAST 5.99 FEET; THENCE SOUTH 89° 51' 11" WEST 15.00 FEET; THENCE NORTH 45° 08' 49" WEST 7.50 FEET; THENCE NORTH 00° 08' 49" WEST 0.69 FEET; THENCE NORTH 89° 51' 11" EAST 20.30 FEET TO THE POINT OF BEGINNING.

All improvements constructed on the Reserved Corridor Easement Parcel shall comply with all applicable building codes and regulations, and shall be constructed in a good and workmanlike manner.

General Provisions

As long as any of the easements and rights described above and granted or reserved herein remain in effect, then the Land, the owners of fee simple title to the Hospital Property and the owners of fee simple title to the Land are subject to the following:

(a) The covenants, agreements, easements and rights granted and/or reserved herein and the various terms, conditions, reservations and restrictions set forth herein shall be (i) easements and covenants running with the land, and (ii) binding upon and inure to the benefit of Grantor and Grantee and their respective heirs, successors and assigns and all those claiming by, through or under each such owner or its, his or her heirs, successors and assigns.

(b) The easements and rights reserved herein by Grantor are intended to create a property interest or right only in Grantor and its respective heirs, successors and assigns; provided, however, that Grantor may, from time to time, permit its, his or her tenants, partners, officers, directors, employees, agents, contractors, invitees, permittees, licensees and other occupants of any portion of the Hospital Property to use and enjoy such easements.

(c) Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any real property to or for any public use or purpose whatsoever, except as expressly stated to the contrary herein.

(d) Whenever Grantor relocates, reconfigures or modifies any easement granted herein in accordance and compliance with the restrictions with respect thereto set forth herein and any driveways, walkways, parking spaces, drives or other improvements on, in, over or across such easement or a part thereof, (i) Grantee will, upon request by Grantor, execute and deliver all releases or other documents and perform all acts that Grantor shall deem necessary or appropriate to terminate, cancel and release the easement rights herein granted with respect to those portions of the Access Easement Parcel, the Parking Easement Parcels, the Sanitary Sewer Easement Parcel, the Water Line Easement Parcels, the Dumpster Access Easement Parcel, and/or the Hospital Property which were subject to the easement(s) or portions thereof which have been relocated and (ii) Grantor will, upon request by Grantee, execute and deliver all easement agreements, conveyances or other documents and perform all acts necessary or appropriate to relocate, reconfigure or modify and such easement granted herein and any improvements on, in, over or across thereof.

(e) Grantee shall indemnify and save Grantor and the Hospital Property harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by Grantor (i) resulting from injury or death of persons or damage to property which occurs upon the Parking Easement Parcels, the Access Easement Parcel, the Dumpster Access Easement Parcel, the Water Line Easement Parcels, and the Sanitary Sewer Easement Parcel (hereafter collectively referred to as the "Conveyed Easement

Parcels") and "Reserved Easement Parcels" (as defined in subparagraph (f) below) which in any manner directly or indirectly grows out of and occurs in connection with the use or occupancy of the Conveyed Easement Parcels or any part thereof by Grantee, its successors, assigns, tenants and subtenants and their respective officers, employees, agents, contractors, invitees, permittees and licensees, or (ii) arising as a result of any act of Grantee not permitted in this Deed or which is in violation of any provision of this Deed; provided that Grantee shall not so indemnify and save harmless Grantor from the consequences to Grantor or the Hospital Property caused by (x) any negligent acts or willful acts or omissions of acts of Grantor, its agents, employees, contractors or invitees or (y) any failure by Grantor to perform or observe any of its obligations or agreements hereunder.

(f) Grantor shall indemnify and save Grantee and the Land harmless from and against any and all loss, costs, damages, expenses, liabilities, demands and causes of action and any expenses incidental to the defense thereof incurred by Grantee (i) resulting from injury or death of persons or damage to property which occurs upon the Reserved Pedestrian Ingress/Egress Easement Parcel, the Reserved Drainage Utility Easement Parcel, the Reserved Driveway/Access Easement Parcel, and the Reserved Corridor Easement Parcel (collectively hereafter referred to as the "Reserved Easement Parcels"), the Land, and the Conveyed Easement Parcels and which in any manner directly or indirectly grows out of and occurs in connection with the use or occupancy of the Reserved Easement Parcels or the exercise of the rights reserved herein by Grantor, its successors, assigns, tenants and subtenants and their respective officers, employees, agents, contractors, invitees, permittees and licensees, or (ii) arising as a result of any act of Grantor not permitted in this Deed or which is in violation of any provision of this Deed; provided that Grantor shall not so indemnify and save harmless Grantee from the consequences to the Grantee or the Land caused by (x) any negligent acts or willful acts or omissions of acts by Grantee, its agents, employees, contractors or invitees or (y) any failure by Grantee to perform or observe any of its obligations or agreements hereunder. The foregoing indemnity shall include the cost of repairing any property of Grantee located on the Land, including the improvements thereon, damaged as a result of the exercise by Grantor of its rights and easements described above under paragraphs (a) and (b) of the "Reserved Easements."

(g) Grantor shall keep and maintain all of the improvements now or hereafter constructed on the Access Easement Parcel and the Parking Easement Parcels, and all additions thereto, including all paved parking areas, curbs, landscaping, irrigation systems, drives and lighting equipment, in reasonably good condition and repair and shall make all repairs, replacements and renewals, foreseen and unforeseen, ordinary or extraordinary in

order to maintain the same in such condition and repair as is comparable to the state of condition and repair of the parking areas and drives located on the Hospital Property; provided, however, the cost and expense of any maintenance, repairs, replacements, and renewals of such improvements and additions necessitated by the negligence or willful misconduct of Grantee, its agents, employees, contractors and invitees shall be paid by Grantee. In addition, Grantor shall keep and maintain the Access Easement Parcel and the Parking Easement Parcels in a safe, clear, and attractive condition consistent with the standards of maintenance and cleanliness in effect with respect to the Hospital Property and shall keep the Access Easement Parcel and the Parking Easement Parcels free from any accumulations of dirt, trash and other debris.

(h) Grantee shall reimburse and pay Grantor, within 15 days of receipt of a statement from Grantor, 50% of the following costs:

(1) all costs and expenses of every kind and description which Grantor pays or incurs in connection with the operation and management and the furnishing or performance of any maintenance, repairs, replacements and/or renewals of the driveway, parking areas, drives, walkways and other structures and improvements located on or within the Access Easement Parcel and/or the Parking Easement Parcels; and

(2) all real estate taxes and assessments for public improvements, general and special, which shall become a lien upon or become due and payable with respect to the land underlying the Parking Easement Parcels at any time subsequent to the date of the recording of this deed. In the event that the Parking Easement Parcels are not separately assessed, the amount of real estate taxes and assessments, if any, attributable to the Parking Easement Parcels shall be determined by Grantor on a rational basis taking into account the relative area of the Parking Easement Parcels and the area of the taxable parcel of which it is a part and the rates at which taxes and assessments against the taxable parcel are assessed.

Any such statement delivered to Grantee shall include copies of all bills and invoices for which Grantor is requesting reimbursement.

(i) In the event the Future MOB is constructed adjacent to the Medical Office Building, Grantor shall reimburse and pay Grantee, within 15 days of a receipt of a statement from Grantee, the following:

(1) 50% of all reasonable costs and expenses of every kind and description which Grantee pays and incurs in connection with the furnishing or performance of any reasonably necessary maintenance, repairs, replacements and/or renewals of the driveway, parking areas, drives, walkways, canopies and other structures and improvements located within the Reserved Driveway/Access Easement Parcel; and

(2) a proportionate share of the real estate taxes and assessments for public improvements, general and special, which shall become a lien upon or become due and payable with respect to the land underlying the Reserved Driveway/Access Easement Parcel and the Reserved Drainage/Utility Easement Parcel.

Any such statement delivered to Grantor shall include copies of all bills and invoices for which Grantee is requesting reimbursement.

(j) Title to all buildings and other improvements of every kind and nature which are constructed, erected or installed by Grantee or at Grantee's expense on, in or under any land subject to any of the easements herein granted to Grantee and which are located on land owned by Grantor (with the exception of underground utility lines and drainage pipes which exclusively serve buildings and improvements located on the Land) and on any other land owned by Grantor, if any, shall automatically vest in Grantor upon such construction, erection or installation, and such title to such buildings and improvements shall be free of any claims, license or encumbrances, excepting the easements and other rights herein provided.

EXHIBIT B
TO
SPECIAL WARRANTY DEED

1. Easements, rights-of-way, covenants, agreements, restrictions and other matters affecting the Property which are of record in Salt Lake County, Utah, and the covenants and agreements herein set forth;
2. Rights of the public in streets and highways adjoining the property, if any;
3. Zoning and building laws, ordinances, resolutions and regulations;
4. Ad valorem real estate taxes and assessments for public improvements which are not delinquent; and
5. Easements, rights of way, encroachments, boundary line disputes and other matters which would be disclosed by an accurate survey and inspection of the Property.

EXHIBIT C

TO

SPECIAL WARRANTY DEED

1. Use of the Property. (a) Grantee contemplates constructing a medical office building (the "Building") on the Property. Grantor and Grantee agree that Grantor has an interest in assuring that the Building shall complement the Hospital (as hereinafter defined) located on the Hospital Property (as hereinafter defined), and the landscaping and related improvements located thereon; therefore, Grantor shall have the right to approve the site plan and exterior design of the Building, which approval shall not be unreasonably withheld.

(b) Grantee acknowledges and agrees that the use of the Property shall be limited to the construction, maintenance and operation of the Building for the care and treatment of human beings. Specifically excluded from the foregoing permitted uses is any "commercial ancillary facility" (as that term is hereinafter defined); provided, however, that the foregoing shall not restrict any physician-occupant of the Building from maintaining and performing ancillary services for his or her own patients. "Commercial ancillary facility" shall mean and include any facility for the provision of medical or related services by a physician or any other person or entity to or for persons who are not patients of a physician whose principal office is located in the Building, including, but not limited to any commercial laboratory, x-ray, radiological "imaging", physical therapy, pulmonary or cardiology testing, respiratory therapy, outpatient surgical facilities, birthing center, or any other medical or related services provided to third-party users on a commercial basis. The Building shall be used solely for medical offices occupied only by physicians, who are licensed members in good standing on the active medical staff of the Hospital and the employees of such physicians; provided, however, the Building may also be occupied by licensed physicians who do not meet the foregoing requirements or used for purposes other than as permitted herein so long as Grantor has approved in writing such other use or occupancy by such other licensed physicians.

(c) Notwithstanding anything to the contrary provided in subparagraph 1(b) above, if Grantee is unable, after the exercise of reasonable due diligence, to lease the Building or any portion thereof, for use by physicians as medical offices as provided above in subparagraph 1(b), and if Grantee shall receive a bona fide offer from any third party to lease the Building or any part thereof for non-medical uses, which offer Grantee desires to accept, Grantee shall promptly deliver to Grantor, c/o Healthtrust,

Inc. - The Hospital Company, 4525 Harding Road, Nashville, Tennessee 37205, Attention: Director of Real Estate, or such other address as shall have been designated by written notice to Grantee, a written notice setting forth with specificity the proposed use of the Building or the portion thereof to which such offer applies, together with the full terms and conditions of the transaction, and, if available, a copy of the proposed lease agreement. Grantor may, within 15 days after receipt of such notice, elect to lease the Building or such portion thereof or interest therein which is subject to any offer as described above on the same terms and conditions as those set forth in such notice. The failure of Grantor to exercise this right of first refusal with respect to any such proposed lease by Grantee shall not result in a termination of the right of first refusal with respect to the Building or any portion thereof leased, but this right of first refusal shall be a continuing right binding upon Grantee and all future grantees with respect to all subsequent such proposed leases of the Building or any portion thereof. Furthermore, in the event that any such proposed lease, as to which Grantee did not exercise its right of first refusal as above provided, is not consummated by Grantor within 60 days after the notice thereof was given to Grantor, or if prior to the closing of such transaction the terms available to the proposed lessee are modified and made materially more favorable to the third party, then the Building, or such portion thereof as was subject to the offer, must be re-offered to Grantor in the same manner provided above and Grantor shall have 15 days from receipt of Grantee's modification within which to exercise such right of first refusal. If Grantor does not exercise the right of first refusal, Grantee may consummate the proposed lease with the third party for the non-medical uses disclosed to Grantor. Nothing contained in this subparagraph 1(c) shall be construed as permitting use of the Property or any part thereof for a commercial ancillary facility.

(d) The provisions of this paragraph 1 shall remain in effect and be enforceable until such time as the acute care hospital on the Hospital Property or any successor health care facility which replaces such acute care hospital, is permanently closed; provided, however, (i) the provisions of subparagraphs 1(a), (b) and (d) hereof shall in any event terminate, lapse and be of no further effect on the date 40 years after the recording of this deed from Grantor to Grantee and (ii) the provisions of subparagraph 1(c) hereof shall terminate, lapse and be of no further effect on the date 21 years after the recording of this deed. Such acute care 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 having been provided therein for a period of twelve (12) consecutive months; provided, however, if no such health care services have been provided at such hospital or facility for such period of time because of damage or

destruction by fire or any other casualty, but Grantor is repairing or reconstructing those portions of such hospital or facility damaged or destroyed, then such hospital or 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.

(e) Contemporaneously with the execution and delivery of this Deed, Grantor, as Landlord, and Healthtrust, Inc.-The Hospital Company ("Healthtrust"), as tenant, have entered into a Medical Office Building Lease, dated as of February 25, 1993 (the "Lease"), pursuant to which Grantor has agreed to lease to Healthtrust the Property and the medical office building and other improvements to be constructed thereon by Healthtrust at Grantor's expense. If a "Default Termination" (as hereinafter defined) occurs at a time when Healthtrust is the tenant under the Lease, then on the date of such Default Termination the provisions of the subparagraph 1(c) and first and fourth sentences of subparagraph 1(b), shall lapse and be of no further effect; provided that, notwithstanding the foregoing, but subject to the provisions of subparagraph 1(d), neither the Property nor any building thereon nor any part thereof may be used a "commercial ancillary facility" (as defined in subparagraph 1(b)). "Default Termination" shall mean any one or more of the following: (i) rejection of the Lease by Healthtrust or its respective bankruptcy trustee pursuant to Section 365 of the United States Bankruptcy Code; (ii) eviction and dispossession of Healthtrust from the entirety of the "Leased Premises" (as such term is defined in the Lease) pursuant to a final nonappealable order of a court of competent jurisdiction, resulting from the occurrence of an "Event of Default" (as defined in the Lease) which was not remedied or cured; or (iii) termination of the Lease and all rights of Healthtrust under the Lease with respect to the Leased Premises by reason of the occurrence of an Event of Default which was not remedied or cured.

2. Definitions. As used in the exhibits to the Special Warranty Deed of which this Exhibit is a part, the following terms shall have the following meanings:

(a) "Grantor" shall mean and include Pioneer Valley Hospital, Inc., a Utah corporation or any other person, firm or corporation, who shall from time to time be the owner of the recorded fee simple interest in the Hospital Property or if the Hospital Property has been subdivided or consists of more than one separate parcel of land, the owner of the portion of the Hospital Property which includes the Hospital, or if the Hospital is not in operation on the Hospital Property, the owner of the largest parcel of land which is a part of the Hospital Property.

(b) "Grantee" shall mean National Health Investors, Inc., a Maryland corporation, or the person or persons who from

time to time are the owner(s) of the Property, or any interest therein.

(c) "Hospital" shall mean the general acute care hospital or other healthcare facility that may now or hereafter be located on the Hospital Property.

(d) "Hospital Property" shall have the meaning set forth in Exhibit A to the Special Warranty Deed of which this Exhibit C is a part.

(e) "Person" shall mean and include any natural person, partnership, corporation or other legal entity.

3. Covenants Running with the Land. The covenants and agreements set forth in this Special Warranty Deed shall be covenants running with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

It is hereby agreed by Grantee that irreparable harm will result to Grantor by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit C, and, therefore, Grantor shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit C, as well as any other relief available at law or equity. The failure of Grantor, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit C, or to exercise any right or privilege conferred in this Exhibit C, 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.

4. Liability of Grantor and Grantee. The covenants and agreements set forth in the Exhibits to this Special Warranty Deed shall be covenants running with the land and shall be binding upon and inure to the benefit of each Grantor and each Grantee and their respective successors and assigns; provided that each Grantor and each Grantee shall be liable for the performance of the covenants and agreements to be performed by it hereunder only during the and with respect to the period of time that it is the owner of the Hospital Property in the case of each Grantor, or the Property in the case of each Grantee.