

Recorded at Request of _____

at _____, M. Fee Paid \$ _____

by _____ Dep. Book _____ Page _____ Ref.: _____

Mail tax notice to Bar K Development Address 39 Professional Way, Payson, ut 84651
MNT# 07052033

SPECIAL WARRANTY DEED
[CORPORATE FORM]

MOUNTAIN VIEW HOSPITAL, INC., a corporation organized and existing under the laws of the State of Utah, who acquired title as Mountainview Hospital, Inc., with its principal office at One Park Plaza, Nashville, Tennessee 37203, County of Davidson, State of Tennessee, grantor, hereby CONVEYS AND WARRANTS against all claiming by, through or under it to:

BAR K DEVELOPMENT, L.C., a Utah limited liability company

Grantee, of 39 Professional Way, Payson, Utah County, Utah, for the sum of TEN AND 00/100 (\$10.00) DOLLARS; and other good and valuable consideration, the following described tract of land in Payson, Utah County, State of Utah (the "Property"):

See **EXHIBIT A** for Property description attached to this Deed and made a part hereof

Together with a perpetual non-exclusive easement for ingress and egress to and from the Property over the roadway shown on **EXHIBIT A-1** attached to this Deed and made a part hereof, which roadway is commonly known as of the date of this Deed as Professional Way (the "Professional Way Access Easement"). Use and enjoyment of the Professional Way Access Easement shall be subject to the terms and conditions set forth on **EXHIBIT C** attached to this Deed and made a part hereof.

This conveyance is subject to the "Permitted Exceptions" attached to this Deed as **EXHIBIT B** and to the terms and conditions of the Professional Way Access Easement attached to this Deed as **EXHIBIT C and EXHIBIT C-1**, all of which are made a part hereof.

The officers who sign this deed hereby certify that this deed and the transfer represented thereby were duly authorized under a resolution duly adopted by the board of directors of the grantor at a lawful meeting duly held and attended by a quorum.

SIGNATURE AND NOTARY ACKNOWLEDGEMENT ON NEXT PAGE

EXHIBIT A

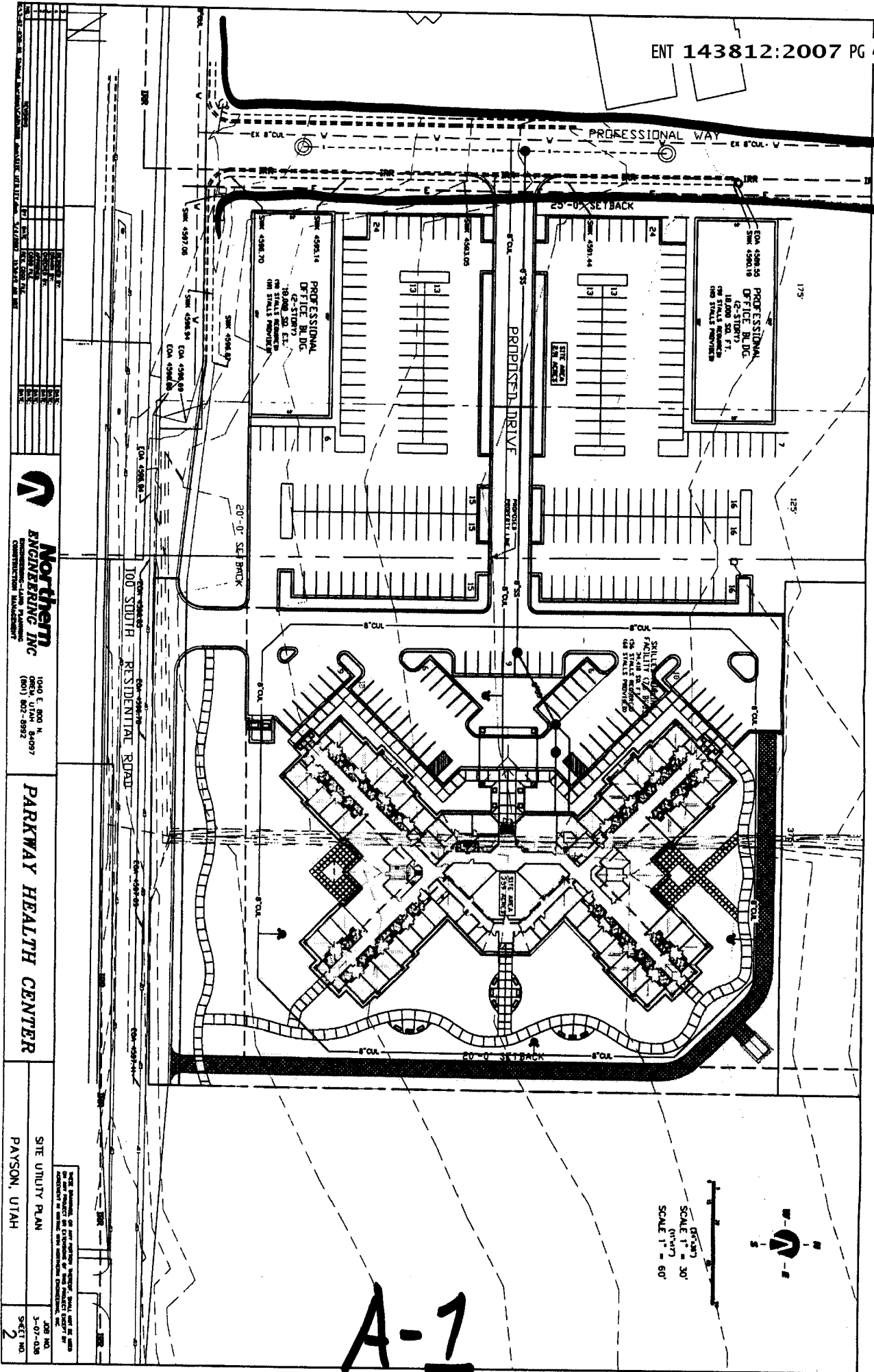
THE PROPERTY


A parcel of land lying in the Southeast quarter of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian, Utah County, Utah, more particularly described as follows:

Commence at the brass cap monumenting the Southwest corner of said Section 10; thence North 00°22'32" West a distance of 514.40 feet along the Section line; thence West a distance of 92.62 feet to the real point of beginning;

Thence South 89°56'35" West a distance of 177.84 feet; thence North 00°01'56" West a distance of 402.61 feet; thence South 89°42'47" East a distance of 178.57 feet; thence South 00°04'20" West a distance of 401.54 feet to the real point of beginning.

The above described land being all of Lot 1, and a portion of Lot 2, Plat "A", MTN View Hospital Subdivision, Payson, Utah County, Utah, Recorded December 5, 2001, as Entry No. 126483:2001.



 <p>Northern Engineering Inc. COMMERCIAL MANAGEMENT</p> <p>1040 E. 800 N. SALT LAKE CITY, UT 84143 (801) 967-8992</p>	<p>PARKWAY HEALTH CENTER</p>	<p>SITE UTILITY PLAN PAYSON, UTAH</p>	<p>JOB NO. 3-07-038</p> <p>SHEET NO. 2</p>
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EXHIBIT B

PERMITTED EXCEPTIONS

1. Ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting the Property, which are not delinquent.
2. Zoning and building laws, ordinances, resolutions, and regulations.
3. Covenants, conditions, restrictions and easements of rights-of-way of record.
4. Matters that would be disclosed by an accurate survey of the Property.

EXHIBIT C

(a) Grantor and its successors and assigns shall have the right (i) to relocate or reconfigure the layout of Professional Way or any other driveways or roadways on the easement parcel that may replace Professional Way in the future (collectively, the "Driveway Facilities") to other locations on land owned by Grantor or its successors and assigns in the general vicinity of the Property, (ii) to close temporarily any portion of the Driveway Facilities, (iii) to permanently close and/or remove any Driveway Facilities, and (iv) to construct additional buildings, structures and other improvements on any portion or portions of any land owned by Grantor or its successors and assigns, including, without limitation, those portions of such land upon which the Driveway Facilities are located; provided that, in each instance, the ingress and egress easement provided herein shall be applicable to any relocated Driveway Facilities, and Grantee and its successors and assigns shall continue to have access to and from the Property that is comparable in scope and convenience to the relocated or replaced Driveway Facilities. The foregoing easement shall not include the right to park or otherwise allow vehicles to stand (other than momentarily) in Professional Way or any other Driveway Facilities.

(b) Grantee and its successors and assigns shall indemnify and save the Grantor and its successors and assigns 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 and its successors and assigns arising as a result of the exercise, use or enjoyment of any rights or easements granted or declared herein for the benefit of Grantee and its successors and assigns.

(c) Grantee and its successors and assigns shall comply with and shall cause all of its respective partners, officers, directors, employees, agents, contractors, invitees, licensees and its tenants and other occupants of any portion of the Property to comply with all reasonable rules and regulations adopted from time to time by Grantor or its successors and assigns relating to the direction and flow of traffic, the delineation of areas wherein parking and standing are not permitted and otherwise governing the use and operation of the Driveway Facilities and the safety and security of pedestrians, operators and their automobiles and other property.

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 10, AND THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 9 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE BRASS CAP MONUMENTING THE SOUTHWEST CORNER OF SAID SECTION 10, THENCE N. $89^{\circ}31'31''$ E. A DISTANCE OF 401.73 FEET ALONG THE SECTION LINE; THENCE NORTH A DISTANCE OF 477.26 FEET TO THE REAL POINT OF BEGINNING.

THENCE N. $89^{\circ}55'40''$ W. A DISTANCE OF 497.75 FEET; THENCE N. $00^{\circ}04'20''$ E. A DISTANCE OF 33.17 FEET; THENCE S. $89^{\circ}56'35''$ W. A DISTANCE OF 177.84 FEET; THENCE N. $00^{\circ}01'56''$ W. A DISTANCE OF 402.61 FEET; THENCE S. $89^{\circ}42'47''$ E. A DISTANCE OF 511.40 FEET; THENCE N. $45^{\circ}00'00''$ E. A DISTANCE OF 236.73 FEET; THENCE S. $00^{\circ}17'13''$ W. A DISTANCE OF 601.08 FEET TO THE REAL POINT OF BEGINNING. CONTAINING 6.93 ACRES.