

THIS INSTRUMENT PREPARED BY
AND WHEN RECORDED RETURN TO:

Snell & Wilmer, L.L.P.
Attention Brian C. Cheney
15 W. South Temple, Suite 1200
Salt Lake City, Utah 84101
27.05.251.025

CTIA
88437.TF **FIRST AMENDMENT TO EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO EASEMENT AGREEMENT (the “**First Amendment**”) is made and entered into as of the 23rd day of January, 2017, by and between JORDAN VALLEY MEDICAL CENTER, LP, a Delaware limited partnership (the “**Grantor**”), and RW JVCC, LLC, a Utah limited liability company (the “**Grantee**”).

RECITALS

- A. Grantor is the owner of the real property more particularly described on Exhibit A attached hereto and incorporated herein by this reference.
- B. Grantor and Grantee are parties to that certain Easement Agreement dated as of October 8, 2015, and recorded in the Official Records of Salt Lake County as Instrument No. 12149319, Book 10369, pages 5143-5158 (the “**Easement Agreement**”).
- B. Grantor and Grantee now desire to amend certain provisions of the Easement Agreement and otherwise confirm and clarify certain agreements and understandings between the parties, all as more particularly hereinafter set forth.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Easement Agreement.

2. Driveways Definition. Section 1.1 of the Easement Agreement is hereby deleted in its entirety and replaced with the following new Section 1.1:

“1.1 The term “**Driveways**” shall mean the driveways and internal roadways on the Hospital Tract and related driveway improvements, paving, curbing, drainage pipes, drainage inlets, sidewalks, vehicular entrances and exits, now existing or as hereafter constructed on the Hospital Tract, and shall, for only so long as Grantor is the tenant of the MOB, also include that certain breezeway connecting the

MOB to the hospital located on the Hospital Tract, such breezeway being more particularly depicted as the “Breezeway Area” on Exhibit C attached hereto and incorporated herein by reference.”

3. Exhibit C. The Easement Agreement is hereby amended by inserting Exhibit C attached hereto as a new Exhibit C to the Easement Agreement immediately following Exhibit B to the Easement Agreement.

4. Counterparts. This First Amendment may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.

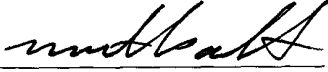
5. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Easement Agreement shall continue in full force and effect.

(Signatures on the following page.)

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

GRANTOR:

JORDAN VALLEY MEDICAL CENTER, LP,
A Delaware limited partnership

By: 

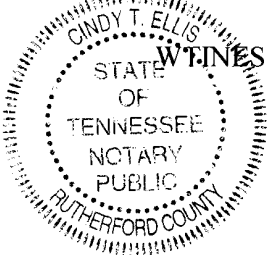
Name: William A. Stokes
Title: Senior Vice President

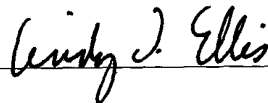
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned Notary Public, William A. Stokes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledge that he is the Senior Vice President of JORDAN VALLEY MEDICAL CENTER, LP, a Delaware limited partnership, and is authorized by the partnership to execute this instrument on behalf of the partnership.

WITNESS my hand, at office, this 12th day of January, 2017.



Notary Public: 

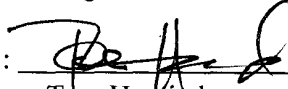
My Commission Expires: 6-21-2020

(Signatures continued on next page.)

GRANTEE:

RW JVCC, LLC,
A Utah limited liability company

By: ROCKWORTH COMPANIES, LLC, a
Utah limited liability company
It's: Manager

By : 
Name: Tom Henriod
Title: Manager

STATE OF UTAH

COUNTY OF SALT LAKE

Personally appeared before me, the undersigned Notary Public, Tom Henriod, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledge that he is the Manager of Rockworth Companies, LLC, a limited liability company, the manager of RW JVCC, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 11th day of January, 2017.


Notary Public

My Commission Expires: 05-16-2020

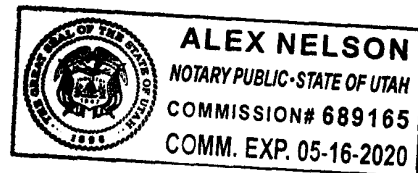


EXHIBIT A

That certain real property located in Salt Lake County, Utah more particularly described as follows:

Beginning at a point on the North line of 9000 South Street (SR-209), being 1629.98 feet North $89^{\circ}13'35''$ West and 110.36 feet North $0^{\circ}46'25''$ East from the East Quarter Corner of said Section 5, and running thence seven (7) courses along said North line of 9000 South Street as follows: (1) North $89^{\circ}35'56''$ West 206.75 feet; (2) South $45^{\circ}24'04''$ West 16.97 feet; (3) North $89^{\circ}35'56''$ West 120.28 feet to a point on the arc of a curve; (4) Westerly along the arc of a 5782.58 foot Radius curve to the left a distance of 181.10 feet (Delta Angle equals $1^{\circ}47'40''$, Center bears South $0^{\circ}30'28''$ West, and Long Chord bears South $89^{\circ}36'38''$ West 181.09 feet); (5) South $88^{\circ}36'24''$ West 38.28 feet; (6) North $85^{\circ}40'58''$ West 140.70 feet; and (7) South $88^{\circ}36'24''$ West 257.84 feet; thence North $0^{\circ}25'08''$ East 174.02 feet; thence North $89^{\circ}44'52''$ West 76.14 feet to the East line of Bangerter Highway (SR-154); thence North $0^{\circ}08'54''$ East 1066.62 feet along said East line; thence South $89^{\circ}17'17''$ East 1033.45 feet; thence South $0^{\circ}13'21''$ West 1220.67 feet to the point of beginning.

Less and excepting Tegra Jordan Valley Medical Office Condominiums Amended, West Jordan City, Salt Lake County, Utah

Contains: 28.237 acres

EXHIBIT C

Depiction of Breezeway Area

(see attached)

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