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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
AMERICA WEST TITLE
REC BY: B GRAY , DEPUTY - WI

RECORDING REQUESTED BY)
SOUTHRIDGE PROFESSIONAL PLAZA,)
L.L.C.)
AND WHEN RECORDED MAIL TO:)
Dennis K. Poole)
Dennis K. Poole & Associates)
4543 South 700 East, Suite 200)
Salt Lake City, Utah 84107)

5979767

DECLARATION OF COVENANTS AND
MUTUAL EASEMENTS

THIS DECLARATION OF COVENANTS AND MUTUAL EASEMENTS (hereafter "Declaration") is made on the 30th day of November, 1994, by Southridge Professional Plaza, L.L.C., a Utah Limited Liability Company (herein referred to as the "Southridge") and West Jordan Hospital Corporation, a Utah corporation (herein referred to as "West Jordan").

RECITALS:

A. As of the date hereof West Jordan is the owner of certain real property, hospital and other improvements located in West Valley, Salt Lake County, State of Utah, as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (herein referred to as "Property A").

B. West Jordan acquired its interest in Property A from Holy Cross Hospital of Salt Lake City.

C. Southridge is the lessee of a portion of Property A under the terms and conditions of a Ground Lease Agreement dated July 1, 1993, by and between Southridge, as Lessee, and Holy Cross Hospital of Salt Lake City, a Utah nonprofit corporation, as Lessor (the "Ground Lease"). The real property identified in the Ground Lease is more particularly described as follows:

See Exhibit "B" attached hereto and incorporated herein by reference.

and is herein referred to as "Property B." Property B is located upon the campus of Jordan Valley Hospital ("Hospital") and is located at approximately 3580 West 9000 South, West Jordan City, Salt Lake County, State of Utah.

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D. Southridge is currently constructing a medical office building upon Property B (the "Building") which medical office building will have connecting walkways and structures to one or more buildings comprising the Hospital (the "Hospital Improvements").

E. Under the terms of the Ground Lease, Southridge was granted easements for ingress and egress for pedestrian and vehicular traffic to and from Property B and over the balance of Property A and from Property B directly to the Hospital Improvements.

F. West Jordan and Southridge also intend that Southridge obtain for the benefit of Property B utilities which will require the grant of separate easements for such purposes.

G. Southridge desires to obtain permanent financing for the medical office building as the same is to be completed and located on Property B and as a condition thereto Southridge's Lender has asked that the responsibilities and obligations of the parties relative to easements for ingress, egress and utilities, maintenance, insurance and other issues be more particularly set forth and identified in a Declaration of Mutual Easements.

H. In an effort to satisfy Southridge's Lenders concerns and to further define the responsibilities, obligations, rights and benefits of Southridge, the parties have elected to enter into this Declaration.

NOW, THEREFORE, in consideration of the recitals set forth hereinabove, the parties hereto consent, agree, declare and certify as follows:

ARTICLE 1

DEFINITIONS

In addition to the terms defined in the Recitals to this Declaration, the following terms, when capitalized herein, shall have the meanings set forth below, unless the context otherwise requires:

1.01. Complex: The term "Complex" shall mean Property A, including Property B described in the Recitals to this Declaration, together with all buildings, improvements and other facilities now or hereafter located or constructed thereon.

1.02. Mortgage: The term "Mortgage" shall mean and include a Mortgage or deed of trust that encumbers a Property or a portion thereof or interest therein.

1.03. Mortgagee: The term "Mortgagee" shall mean the holder of a Mortgage.

1.04. Owner: The term "Owner" shall mean collectively those persons or entities who from time to time are: (i) the record owners of a Property within the Complex; and (ii) those persons or entities who are lessees under the terms and conditions of a ground lease with an Owner; provided, however, that the fee holder of Property subject to a ground lease shall not be considered an owner during the period of time that a ground lease is in effect with respect to such Property.

1.05. Permitted Users: The term "Permitted Users" shall mean (1) the employees, agents, guests and invitees of the Owners, (2) Tenants, and (3) patients, guests and invitees of Tenants, but only to the extent the Tenants are permitted under the terms hereof and of their leases or rental agreements to make the benefits of any of their rights and privileges hereunder available to such patients, guests and invitees.

1.06. Property: The term "Property" shall mean any separate parcel of real property, or interest therein, located within the Complex including but not limited to Property A, Property B, or any portion thereof, as the context shall require. The term "Properties" shall include all parcels of Property.

1.07. Property "C": The term "Property C" shall mean Property A less and except those properties that are ground leased by the Owner of Property A to others.

1.08. Tenant: The term "Tenant" shall mean any person or entity from time to time entitled by lease, sublease, rental agreement or other contractual relationship to occupy an office suite in the Complex.

1.09. Utility Lines: The term "Utility Lines" shall mean sanitary sewers, storm drains, water and gas mains, electric power lines and conduits, telephone and cable television conduits and other facilities for the connection of utility services.

ARTICLE 2

STATEMENT OF INTENT AND USE RESTRICTIONS

2.01. Intent. It is the intent of this Declaration to provide for and define the Owners' responsibilities with respect certain easements and the maintenance and operation of properties covered by such easements.

2.02. Use of Property B. Property B shall be used solely for the purpose of constructing, maintaining and operating a medical office building (the "Building") thereon.

2.03 Tenants. The Owner of the Building located on Property B may utilize space in the Building only as follows:

(a) Qualified Physicians. The Owner of Property B may provide space to the Owner of Property C and to physicians who are members of the active, associate, consulting, or courtesy medical staff of the Hospital.

(b) Vacancies. If a vacancy exists, and if the Owner of Property B for a period of at least ninety (90) days in good faith has used reasonable efforts to locate and to enter into mutually acceptable arrangements with prospective tenants who fall within the class described in the preceding item (a) but nevertheless has been unsuccessful in leasing the vacancy in question, then the Owner of Property B may give written notice of such vacancy to the Chief Operating Officer of the Hospital. Upon receipt of said notice, the Owner of Property C, for a period of thirty (30) days following such receipt, shall have the exclusive right to enter into an arrangement with the Owner of Property B for the Owner of Property C's occupancy of the space in question for a term and at such rental as are reasonable under the circumstances. If the Owner of Property C does not elect to exercise such exclusive right to occupy the vacant premises as described herein, the Owner of Property B may provide space in the Building to physicians who are not within the class described in the preceding item(a).

(c) Termination of Subleases. In the event that a tenant described in the preceding item (a) is subsequently suspended or removed from active, associate, consulting, or courtesy membership status at the Hospital, then

the Owner of Property B shall use reasonable efforts to make arrangements with the physician concerned for such physician to cease occupying his or her space in the Building within one (1) year after the Owner of Property B receives the notice of such suspension or removal from the Owner of Property C.

(d) Restrictions on Subleases. The Owner of Property B shall restrict each physician occupying space in the Building to offering only such laboratory, radiology, respiratory therapy, physical therapy, outpatient surgery, or other outpatient hospital services as are used exclusively for the benefit of each such physician, and are ancillary and incidental to each such physician's primary medical practice.

(e) Use of Space by the Owner of Property C. Notwithstanding any other provision hereof to the contrary, in the event the Owner of Property C subleases any space in the Building from the Owner of Property B, the Owner of Property C may use the subleased space for any use which is consistent with normal hospital uses, including, but not limited to, surgery, waiting rooms, examination rooms, pharmacy, physicians' offices, administrative offices, laboratory facilities, and storage facilities.

ARTICLE 3

EASEMENTS, RIGHTS & PRIVILEGES

3 01. Access Easements. West Jordan hereby grants, conveys and transfers to Southridge for the benefit of Property B, a non-exclusive right, privilege and easement to use, and to permit its Owners, Tenants and Permitted Users to use, in common with all other Owners and Tenants and their Permitted Users, the real properties described on Exhibit "C" attached hereto and incorporated herein by reference (herein referred to as the "Access Easements"), including but not limited to all entrance and access sidewalks, roads and driveways located thereon, for the purpose of pedestrian and vehicular passage as appropriate, on, over and across such Access Easements for ingress to and egress from Property B to public roadways, subject, however, to the following:

(a) The Owner of Property C may establish such reasonable nondiscriminatory rules and regulations as may from time to time be

deemed necessary or desirable for the proper and efficient operation of roadways and sidewalks within the Complex, including the Access Easements, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of the Complex, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

(b) The Owner of Property C may not levy any charge for the use of the Access Easements;

(c) The Owner of Property C, subject to the provisions of Section 4.01, will maintain the improvements constructed upon the real property owned by it and comprising the Access Easements in essentially the same condition as the same exist as of this date; further provided that the Owner of Property B will repair the improvements constructed upon the Access Easements which repairs are attributable to construction activities related to Property B.

(d) The Owner of Property B may install and maintain on the south area of the Access Easements a directional sign which indicates the location of Southridge Professional Plaza and directs patients, tenants and guests to the location thereof. An easement shall be granted to the Owner(s) of Property B for the purpose of erecting such sign.

(e) The easements, rights and privileges created in this Section 3.01 are not intended, and shall not be construed, as a dedication of any portion of the Access Easements for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

(f) The Owner of Property C reserves the right to grant similar easements and licenses to others for use of such sidewalks, entrances, access roads and driveways located on the Access Easements, as such Owner shall determine in its sole discretion to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the buildings now or hereafter located within the Complex. The Owner of Property C and such other persons as it may have granted easements or licenses for pedestrian and vehicular ingress and egress on, over and across the Access Easements, the tenants and subtenants of the Owner of Property C and such other persons to whom there are granted easements or licenses for pedestrian and vehicular ingress and egress on, over and across the Access Easements and their respective partners, officers, employees, agents, contractors, invitees, and Permitted Users, shall have the right to use the Access Easements for

pedestrian and vehicular ingress and egress in common with the Owner of Property B.

(g) Nothing herein contained shall limit or restrict the right of the Owner of Property C to (i) relocate or reconfigure the layout of any sidewalks, entrances, access roads and driveways (or any part thereof) located on the Access Easements to other locations within the Complex or to construct additional sidewalks, entrances, access roads, and driveways within the Complex (ii) close temporarily any sidewalks, entrances, access roads, and driveways (or any part thereof) located within the Complex or on the Access Easements in the event necessary for repairs and maintenance, or (iii) close and/or remove permanently any sidewalks, entrances, access roads, and driveways (or any part thereof) within the Complex or on the Access Easements; provided that the Owner of Property B shall at all times have reasonable access for pedestrian and vehicular ingress and egress to and from Property B, including, but not limited to, the entrances and exits of the medical office building to be constructed on Property B.

3.02. Parking Easements. West Jordan hereby grants, conveys and transfers to Southridge for the benefit of Property B, a non-exclusive right, privilege and easement to use, and to permit its Owners, Tenants and Permitted Users to use, in common with all other Owners and Tenants and their Permitted Users, the real properties described on Exhibit "C" attached hereto and incorporated herein by reference (herein the "Parking Easements"), including but not limited to sidewalks, driveways and parking facilities located thereon for the purpose of pedestrian and vehicular passage and parking, on, over and across such Parking Easements to and from Property B and the Access Easements, subject, however, to the following:

(a) The Owner of Property C may establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of parking facilities within the Complex, including the Parking Easements, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of the Complex, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

(b) The Owner of Property C may not levy any charge for the use of the Parking Easements;

(c) The Owner of the Parking Easements, subject to the provisions of Section 4.01, will maintain the improvements con-

structed upon the real property owned by it and comprising the Parking Easements in essentially the same condition as the same exist as of this date; further provided that the Owner of Property B will repair the improvements constructed upon the Parking Easements which repairs are attributable to construction activities related to Property B.

(d) The easements, rights and privileges created in this Section 3.02 are not intended, and shall not be construed, as a dedication of any portion of the Parking Easements for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

(e) The Owner of Property C reserves the right to grant similar easements and licenses to others for the use of the Parking Easements as shall be determined in the sole discretion of The Owner of Property C to be necessary, appropriate or desirable in connection with the use, operation and enjoyment of the Complex or any part thereof. The Owner of Property C and such other persons as it may have granted easements or licenses for parking on the Parking Easements, the tenants and subtenants of the Owner of Property C and such other persons to whom there are granted easements or licenses for parking on the Parking Easements and their respective partners, officers, employees, agents, contractors, invitees, and Permitted Users, shall have the right to use the Parking Easements for the parking of motor vehicles in common with the Owner of Property B.

(f) The Owner of Property C shall have the right (a) to reconfigure the layout of any parking area located on the Parking Easements, (b) to close temporarily the parking area located on the Parking Easements in the event necessary for repairs and maintenance, and (c) to permanently close 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 Easements or on any other part of the Complex, provided all parking spaces located on the Parking Easements that are permanently closed or removed are replaced by an equal number of parking spaces on the Parking Easements or on other portions of the Complex in reasonable proximity to Property B, and provided access to the remaining parking spaces on the Parking Easements and to any replacement parking spaces in the Complex are not materially impaired. The Parking Easements provided herein shall be applicable to any such replacement parking spaces. 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, the Owner of Property C may construct parking decks, parking structures, garages, parking spaces, drives and/or other improvements on the Parking Easements or on any other part of the Complex. The Owner of Parcel C may also install barriers and devices to control access to the parking areas located within the Parking Easements so long as the use thereof by the Owner of Property B is not materially impaired.

3.03. Utility Easements. West Jordan hereby grants Southridge the following, non-exclusive easements ("Utility Easements") for the benefit of Property B:

(i) a permanent non-exclusive easement for the purpose of running electrical, gas, telephone, cable and other utility lines to and from the improvements to be constructed upon Property B, upon and under the surface of that certain real property described on Exhibit "E" attached hereto and incorporated herein (the "Utility Easement Parcel").

(ii) a permanent non-exclusive easement for the purpose of discharging sanitary sewage from the improvements to be constructed upon Property B, into and through an underground sanitary sewer line constructed or to be constructed by the Owner of Property B at its sole costs and expense, or which may currently exist, under the surface of the Utility Easement Parcel. Nothing herein shall be construed as permitting the Owner of Property B or any portion thereof, to connect sanitary sewage lines or pipes to the lines and pipes described herein, other than in connection with the development and construction of the improvements to be located upon Property B. The sanitary sewage lines, pipes, and other facilities constructed by the Owner of Property B shall be repaired, maintained and/or replaced, at its sole cost and expense.

(iii) a permanent non-exclusive easement for the purpose of discharging storm waters from Property B to and through any existing storm water detention system, upon or under the surface of that certain real property described on Exhibit "A" attached hereto and incorporated herein. Nothing herein shall be construed as permitting the Owner of Property B or any portion thereof, to connect additional storm detention or outfall lines or pipes to the lines and pipes described herein or to otherwise increase the capacity of discharge anticipated by the grant of the easement as provided herein.

The easements granted in (i), (ii), and (iii) herein are subject however to the following:

(a) Unless otherwise approved by the Owner through or under which such utility line passes, all Utility Lines located in such easements shall be installed below the surface of the ground, except where by its nature, such improvements are required to be located upon the surface of the property.

(b) The Owner of Property C shall have the right to use the properties subject to Utility Easements for any purpose not inconsistent with the rights granted herein, including without limitation, the installation, use and operation of driveways, parking areas, sidewalks and landscaping.

(c) The Owner of the Property through or under which such utility line passes shall have the right to relocate such easement and any Utility Lines located therein, at such Owner's expense, provided that such relocation shall not interfere with, increase the cost of, or diminish (except for a reasonable period related to such relocation) any utility services to the property which such Utility Lines serve and further provided that upon the relocation of such easement and any Utility Lines, such Owner shall provide a survey and legal description of such substitute easement which shall become effective upon recordation of an Amendment to this Declaration executed by all Owners.

(d) Upon the request by an Owner of all or any portion of the Utility Easement Parcel, the metes and bounds description of the Utility Easement Parcel as set forth on Exhibit "E" shall be modified and amended to delete therefrom all or any portions of such Owner's Property on, over or under which no Utility Lines servicing Property B exist; provided the width of the Utility Easement parcel remaining after such modification and amendment is sufficient to enable the Owner of Property B to maintain and repair the Utility Lines and provided the Owner of that portion of the Utility Easement Parcel being deleted from Exhibit "E" provides a survey indicating that no Utility Lines servicing Property B are located on, in or under that portion of the Utility Easement Parcel being deleted from Exhibit "E."

(e) Except as to those improvements currently in place as specified in (i), (ii) and (iii) above, the cost of installing any such Utility Lines shall be paid by the Owner or Owners of the Property which are serviced by such Utility Lines.

(f) Any Owner or Owners installing, maintaining, repairing or replacing any such Utility Lines shall cause the same to be installed, maintained, repaired or replaced in such a manner as to minimize any damage to or disruption of the Owners and Tenants, shall cause such work to be done promptly and diligently in a good and workmanlike manner, and, upon completion thereof, shall immediately cause the improvements, including landscaping to be restored to their former condition.

(g) Each Owner shall execute such documents as may be necessary or appropriate from time to time to effectuate and implement the provisions of this Section 3.03.

3.04 Hospital Entrance Easements. West Jordan hereby grants, conveys and transfers to Southridge for the benefit of Property B, a non-exclusive right, privilege and easement to use, and to permit its Owners, Tenants and Permitted Users to use, one or more entrances to the Hospital at the locations specified on Exhibit "D" attached hereto and incorporated herein by reference (herein referred to as the "Entrance Easements"), including but not limited to the right to attach entrances and corridors of the medical office building being constructed upon Property B to the Hospital Improvements at such locations (thereby using such improvements as common walls) for the purpose of pedestrian passage, on, over and across such Entrance Easements for ingress to and egress from the improvements constructed upon Property B, subject, however, to the following:

(a) The Owners may jointly establish such reasonable nondiscriminatory rules and regulations as may from time to time be deemed necessary or desirable for the proper and efficient operation of the Entrance Easements, provided such rules and regulations are applicable to all Owners, Tenants and Permitted Users of such common entrances, and the exercise of the rights, easements and privileges granted herein shall be subject to such rules and regulations;

(b) The Owner of the Entrance Easements may not levy any charge for the use of the Entrance Easements;

(c) The Owner of the Entrance Easements, subject to the provisions of Section 4.01, will maintain the improvements constructed upon the real property owned by it and comprising the Entrance Easements (including common walls) in essentially the same condition as the same exist as of this date if completed; or if not completed, as existing upon final completion of the office building on Property B; further provided that Southridge will repair the

improvements constructed upon the Entrance Easements which repairs are attributable to construction activities related to Property B. Each Owner covenants and agrees that no Owner shall have the right, without obtaining the prior written consent or approval of the other Owners, which shall not be unreasonably withheld, to make changes, modifications or alterations to any improvements upon the property which comprises the Entrance Easements.

(d) The Owner of Property B may install and maintain upon the improvements at the location of each Entrance Easement a directional sign which indicates the an individual has entered Southridge Professional Plaza.

(e) The easements, rights and privileges created in this Section 3.04 are not intended, and shall not be construed, as a dedication of any portion of the Entrance Easements for public use, and the Owners shall have the right to take from time to time whatever steps, including temporary closures of such facilities or portions thereof, as may be necessary to avoid such dedication.

3.05.(a) General Easement Provisions. Whenever the Owner of Property C relocates any driveways or a portion thereof located within the Access Easements to other locations within the Complex, any parking spaces or drives or any portion thereof located on the Parking Easements to other locations within the Complex, or any Utility Lines or any portion thereof located on, in or under the Utility Easements to other locations within the Complex, then (i) the Owners shall, upon request by the Owner of Property B, execute and deliver all releases or other documents and perform all acts that the Owner of Property C shall deem reasonably necessary or appropriate to terminate, cancel and release the easement rights herein granted with respect to those portions of the Access Easements, the Parking Easements or the Utility Easements, as the case may be, which were subject to the easement(s) or portions thereof which have been relocated, and (ii) the Owner of Property C shall, upon request by the Owner of Property B, execute and deliver to the Owner of Property B all agreements or other documents and perform all acts that the Owner of Property B shall deem reasonably necessary or appropriate to record the location of such relocated easements.

(b) The Owner of Property B shall indemnify and save the Owner of Property A 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 the Owner of Property A arising as a result of the exercise of any rights granted to the Owner of Property B herein; provided that the

Owner of Property B shall not so indemnify and save harmless the Owner of Property A from the consequences of any negligent acts of the owner of Property A

(c) The Owner of Property A shall indemnify and save the Owner of property B 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 the Owner of Property B arising as a result of the exercise of any rights reserved herein by the Owner of Property A, provided that the Owner of Property A shall not so indemnify and save harmless the Owner of Property B from the sequences of any negligent acts of the Owner of Property B.

ARTICLE 4

MAINTENANCE OF EASEMENTS

4.01. Maintenance Responsibilities. Throughout the term of this Declaration and except as set forth below, each Owner of a Property shall be responsible for improvements and maintenance as follows:

(a) Except as set forth in subparagraph (c) below, each Owner shall be solely responsible for maintaining the Utility Lines which services its Property regardless of location, in a safe and sound condition, clean and free of rubbish, debris and other hazards. In the event that the surface of the ground or any improvements located with a Utility Easement are disturbed or damaged in the course of the installation of any Utility Lines by an Owner, or its agents or contractors or in the course of any maintenance, repair, removal or replacement thereof by such Owner, or its agents or contractors, such Owner 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.

(b) Except as set forth herein and in subparagraph (c) below, the Owner of the real property upon which the Access Easements, Parking Easements and Entrance Easements are located will maintain the improvements comprising the same in a safe and sound condition, clean and free of rubbish, debris, snow and other hazards.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, if the need for maintenance, repair or replacement of Utility Lines or the Access, Parking and/or Entrance Easements is not attributable to ordinary usage, wear and tear, but is due to

the negligent acts and/or omissions of an Owner or its patients, Tenants and Permitted Users, all such costs of maintenance, repair or replacement shall be paid and satisfied by the responsible Owner(s) as set forth herein. In the event that one or more Owners assert that another Owner has been negligent and should be solely responsible for the costs of maintenance, repair or replacement of a Utility Line or one or more of the Access, Parking and/or Entrance Easements as provided herein and in the event the Owners are not able to agree upon such responsibility or the allocation of costs of the same, all parties agree to submit such issues to arbitration to be conducted in Salt Lake City, Utah, according to the rules of the American Arbitration Association.

(d) The obligation to maintain the Utility Lines, the Access Easements, Parking Easements and Entrance Easements or portions thereof shall include, but shall not be limited to the following:

(i) Maintenance of the surface of all roadways, driveways, sidewalks, walkways and other improvements in a clean and safe condition, including the paving, repairing or surfacing and resurfacing, painting or repainting of such areas when necessary with materials in quality, appearance and durability equal to the original materials; the removal of snow, debris and waste materials and the washing or sweeping of paved areas as required;

(ii) Cleaning, maintenance and relamping of any lighting standards except such fixtures as may be the property of any utility or governmental body;

(iii) Performance of necessary maintenance of all landscaping associated with and adjacent to the Access Easements, including the trimming, watering and fertilization of all grass, ground cover, shrubs and trees, removal of dead or waste material and replacement of any dead or diseased grass, ground cover, shrubs or trees; and

(iv) Maintenance and repair of all pipelines, catch basins and other Utility Lines and when necessary the replacement of the same with materials of equal or better quality and function.

4.02. Right to Perform. In the event any Owner fails to discharge any of its maintenance obligations under Section 4.01 hereof within a reasonable time after receiving written notice thereof from any other Owner, any Owner or Owners shall have the right to perform such maintenance obligations and charge the cost thereof to the persons responsible for the payment thereof. The responsible Owner shall then remit the amount advanced by the other Owner or Owners within ten days of demand.

ARTICLE 5

INDEMNIFICATION

6.01. Indemnification. Each Owner shall indemnify, defend and hold harmless the Owners of each Property within the Complex from and against any and all claims for injury or death to persons, or damage to or loss of property, arising out of the construction, use, operation or maintenance of any buildings and improvements located on the Property owned by such Owner or occurring in or about the Complex and occasioned in whole or in part by any act or omission of such Owner or its Tenants, and their officers, agents, employees and Permitted Users.

ARTICLE 6

INSURANCE

6.01. Separate Liability Insurance. Each Owner shall, during the construction of any building or improvement on its Property and at all times following the completion of any such building or improvement, maintain, at its expense, general public liability insurance against claims for personal or bodily injury or death and property damage occurring in areas or facilities on such Owner's Property, with a combined single limit for bodily injury and property damage of not less than \$3,000,000. The insurance coverage required under this Section 6.01 shall, in addition, insure any liability of the Owner arising out of the indemnities provided for in Article 5 hereof. All Owners of Property within the Complex shall be named as additional insureds on the policy or policies for such insurance.

6.02. Policies - Evidence of Insurance. All insurance required to be maintained in this Article 6 shall be effected under valid and enforceable policies issued by insurers who are licensed to do business in the State of Utah and who meet the financial standards generally required by institutional lenders making commercial real estate loans in Salt Lake City, Utah. Each Owner shall deliver or cause to be delivered to each other Owner a certificate evidencing such insurance, at least fifteen (15) days prior to the date when the applicable insurance is required to be provided, and thereafter not less than thirty (30) days prior to the expiration dates of the expiring policies. Any policy required by this Article 6 shall provide that such policy cannot be

cancelled or modified without at least ten (10) days prior written notice to the other Owners.

ARTICLE 7

DAMAGE OR DESTRUCTION

7.01. Obligations to Rebuild. In the event of damage to or destruction of portions of the buildings or improvements on any portion of the Entrance Easements which form one or more common walls, from any cause whatsoever, the Owner thereof, unless otherwise agreed to by the other Owners in writing, shall repair, rebuild and restore those portions of the buildings or improvements constituting the common walls, in accordance with this Section 7.01 hereof, to substantially the same, condition, size and quality existing prior to such damage and destruction. Such repair, rebuilding and restoration shall be performed promptly and diligently in a workmanlike manner and, once commenced, shall be carried through continuously to conclusion, subject only to unavoidable delays. In the event an Owner is not required to repair, rebuild and restore any buildings or improvements in its Property, such Owner shall promptly clear the site of such improvements and restore it to a sightly condition.

ARTICLE 8

ENFORCEMENT

8.01. Enforcement. Any Owner shall have the right to enforce each and every provision of this Declaration and to proceed, at law or in equity, against any person or persons who have violated or are attempting to violate any provision hereof, to enjoin or prevent them from doing so, to cause such violation to be remedied and/or to recover damages for such violation.

8.02. Attorneys' Fees. In any legal or equitable proceedings for the enforcement of, or to restrain the violation of, this Declaration, or any provision thereof, the losing party or parties shall pay the attorneys' fees of the prevailing party or parties in such amount as is fixed by the court in such proceedings.

8.03. Cumulative Remedies - Waiver. All remedies provided herein or at law or in equity shall be cumulative and non-exclusive. The failure of any party entitled under the provisions

hereof to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter or a waiver of the right to enforce any other provision hereof.

ARTICLE 9

TERM - MODIFICATION

9.01. Term. This Declaration and all easements, rights, restrictions, covenants and obligations contained herein shall continue in full force and effect for a period equal to the term of the Ground Lease, including extensions thereof and commencing on the date this Declaration is recorded in the Office of the Recorder of Salt Lake County, Utah, unless sooner terminated pursuant to the provisions of Section 9.02 hereof; provided, however, that this Declaration shall not terminate or be terminated by any party at any time: (i) while there is one or more fee mortgages secured by a Property without the prior written consent of the mortgagees of such mortgages; or (ii) at any time subsequent to the conveyance of Property B to any third party other than West Jordan, whether or not such conveyance is voluntary or involuntary.

9.02. Termination or Modification. This Declaration may be amended, modified or terminated by the re-ordation, in the Office of the Recorder of Salt County, Utah, of a written instrument signed by the Owners and their Mortgagees of all Property.

9.03. Effect of Termination. Upon termination of this Declaration, all rights and privileges derived from, and all duties and obligations created and imposed by the terms of, this Declaration shall terminate and thereafter cease to exist except that:

(a) Any utility easement created and fixed pursuant to Section 3.02 hereof shall not terminate;

(b) The easements and rights for ingress, egress and passage created in Sections 3.01, 3.03 and 3.04 hereof shall not terminate.

(c) Such termination shall not limit or affect any remedy at law, or in equity, or under this Declaration, of any party against any other party with respect to any liability or obligation arising or to be performed under this Declaration prior to the date of such termination.

ARTICLE 10

MISCELLANEOUS

10.01. Mortgagees. Any Mortgage affecting any portion of the Property shall at all times be subject and subordinate to the terms of this Declaration, and upon foreclosure of or sale under the power of sale contained in any such Mortgage, the purchaser shall acquire title to the property subject to all of the terms of this Declaration. Upon the request of any Owner, all other Owners and their Mortgagees shall agree to reasonable modifications to this Declaration to meet the requirements of an institutional lender who demands such modifications as a condition precedent to the granting of a loan and the placing of the Mortgage upon the requesting Owner's Property, provided such modification does not materially adversely affect the rights of any other Owner or Mortgagee under this Declaration.

10.02. Covenants Running with the Land. The easements, rights, restrictions, covenants and obligations contained in this Declaration shall run with the land and shall be binding upon and inure to the benefit of each successive Owner of a Property within the Complex, and the same shall constitute a general plan for the use, development and protection of the Complex.

10.03. No Joint Venture. Nothing contained in this Declaration shall be construed to make the Owners of the Complex partners or joint venturers or to render any Owner liable for the debts or obligations of any other Owner.

10.04. Third Parties. This Declaration is for the exclusive benefit of the Owners of the Complex and the Permitted Users and not for any other persons. Nothing contained in this Declaration, express or implied, is intended to confer upon any person, other than Owners, any rights or remedies under or by this Agreement.

10.05. Severability. If any provision, or a portion thereof, of this Declaration, or the application thereof to any person, entity or circumstances shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Declaration or the application of such provision or portion thereof to any other persons, entities or circumstances shall not be affected thereby; the remainder of this Declaration shall be given effect as if such invalid or such inoperative portion had not been included; and each provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

10.06. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

10.07. Notices. Any notice, request, demand, approval or consent given or required to be given under this Declaration shall be in writing and shall be deemed to have been given when mailed by United States registered or certified mail, postage prepaid, to each Owner at the address given by such Owner to the other Owners from time to time. Any Owner may, at any time, change his address for the above purposes by mailing a notice to the other Owners in the manner provided above.

10.08. Headings. The Article and Section headings contained herein are for convenience and reference only, and in no way define or limit the scope or content of this Agreement, and such headings shall not be considered in any construction or interpretation of this Declaration or any part thereof.

10.09. Estoppel Certificates. Within fifteen (15) days after written request by any Owner, the other Owners shall deliver to any proposed Mortgagee or purchaser of the requesting Owner's Property, a certificate stating that this Declaration is in full force and effect, confirming that, to the best of such other Owners' knowledge, the buildings and other improvements on such Property are in compliance with the provisions of this Declaration or specifying in what respect such buildings and improvements do not so comply, and identifying whether or not to the best of such other Owners' knowledge any defaults or violations of this Declaration exist with respect to such Property. Any such certificate shall, as to such proposed purchaser or mortgagee, be conclusive evidence of the truth of the statements contained therein and binding upon all Owners, and may be relied upon by any proposed purchaser or Mortgagee of the Property.

10.10. Transfers of Title. Upon any sale or transfer of a Property, the selling or transferring Owner shall, concurrently with the filing for record of the instrument of conveyance or transfer, give the other Owner(s) written notice of the transfer and of the identity of the transferee. Upon any such sale or transfer, and upon payment of any and all amounts which shall then be due and payable by the selling Owner pursuant to the terms of this Declaration, the selling or transferring Owner shall be relieved of any liability or obligations thereafter arising under this Declaration with respect to the Property so conveyed or transferred.

10.11. Lender's Agreement of Subordination. By its execution of this Declaration, Key Bank of Utah, a Utah Banking corporation (hereinafter "Bank"), agrees, covenants and declares that this Declaration shall be senior in priority to: (i) the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing, made as of August 6, 1993, between Southridge Professional Plaza, L.L.C., a Utah Limited Partnership, and Holy Cross Hospital of Salt Lake City, a Utah non-profit corporation, collectively as "Trustor," Associated Title Company, as "Trustee," and Bank as "Beneficiary" (hereinafter "Trust Deed"), which Trust Deed was recorded on August 11, 1993, as Entry No. 5577116, in Book 6729, at page 1656 of the Official Records of Salt Lake County, (ii) an Assignment of Leases, Rents and Contracts, dated August 6, 1993, by and between Southridge Professional Plaza, L.L.C., as Assignor, to Bank, as Assignee ("Assignment of Rents"), which Assignment of Rents was recorded on August 6, 1993, as Entry No. 5577117, in Book 6729, at page 1684 of the Official Records of Salt Lake County, and that said Trust Deed and Assignment of Rents shall be subordinate to and subject to this Declaration notwithstanding the fact that this Declaration is recorded later in time than the Trust Deed and Assignment of Rents.

10.12. West Jordan's Agreement of Subordination. By its execution of this Declaration, West Jordan Hospital Corporation, a Utah corporation (hereafter "West Jordan"), agrees, covenants and declares that this Declaration shall be senior in priority to that certain Ground Lease dated the July 1, 1993, by and between Holy Cross Hospital of Salt Lake City, as Lessor and Southridge Professional Plaza, L.L.C., a Utah Limited partnership, as Lessee and evidenced in part by a Memorandum of Ground Lease dated _____, 1994, and recorded on December 1, 1994, as Entry No. 59774A in Book _____, at page ____ of the Official Records of Salt Lake County, and that said Ground Lease shall be subordinate to and subject to this Declaration notwithstanding the fact that this Declaration is recorded later in time than the Memorandum of Ground Lease.

IN WITNESS WHEREOF, Southridge, West Jordan and Bank have executed this Declaration as of the day and year first above written.

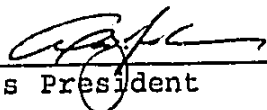
Southridge:

SOUTHRIDGE PROFESSIONAL PLAZA, L.L.C., a Utah Limited Partnership

By One of Its Managers J & R Properties, Inc., a Utah corporation

By: 
Its President

and by One of Its Managers, American Equity Corporation, a Utah corporation

By: 
Its President

and by Its Remaining Manager, Holy Cross Utah Management Company, a Utah non-profit corporation

By Holy Cross Health Services of Utah, a Utah nonprofit corporation, its agent

By: 
Marc D. Halley, President

[signatures continued on next page]

BANK:

KEY BANK OF UTAH, a Utah banking corporation

By: [Signature]
Its: S.V.P.

West Jordan:

West Jordan Hospital Corporation, a Utah corporation

By: [Signature]
Its: Vice President

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

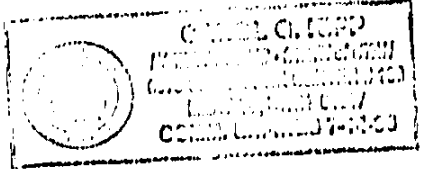
The foregoing instrument was acknowledged before me this 30th day of November, 1994, by Mark S. Hill the Manager of Southridge Professional a Utah limited liability company.

[Signature]
NOTARY PUBLIC, Residing at:

My Commission Expires:
7-14-96

Salt Lake County, Utah

* President of Holy Cross Health Services of Utah, as Agent for Holy Cross Utah Management Company



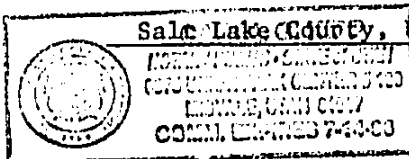
STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of November, 1994, by Alan J. Wood, President of American Gen, the Manager of SOUTHRIDGE PROFESSIONAL PLAZA, L.L.C., a Utah Limited Partnership.

Caryl G. Kipp

NOTARY PUBLIC, Residing at:

My Commission Expires:
7-14-96



STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 30th day of November, 1994, by Robert Murray, President of American Gen, the Manager of SOUTHRIDGE PROFESSIONAL PLAZA, L.L.C., a Utah Limited Partnership.

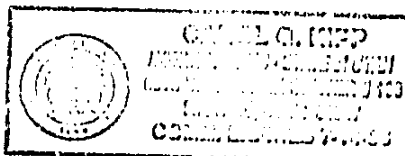
Caryl G. Kipp

NOTARY PUBLIC, Residing at:

My Commission Expires:
7-14-96

Salt Lake County, Utah

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)



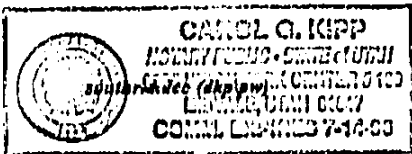
The foregoing instrument was acknowledged before me this 30th day of November, 1994, by CRAIG HACKETT the Service President of KEY BANK OF UTAH, a Utah banking corporation.

Caryl G. Kipp

NOTARY PUBLIC, Residing at:

My Commission Expires:
7-14-96

Salt Lake County, Utah



STATE OF TENNESSEE)
 : ss
COUNTY OF DAVIDSON)

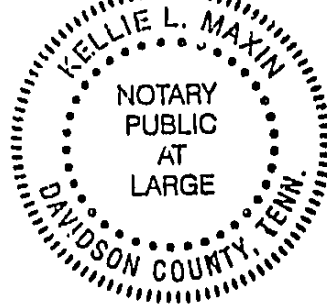
The foregoing instrument was acknowledged before me this 28th
day of November, 1994, by Richard E. Francis, Jr. the
Vice President of West Jordan Hospital Corporation, a Utah
non-profit corporation.

Kellie L. Maxin
NOTARY PUBLIC, Residing at:

Nashville, Tennessee

My Commission Expires:

Sept. 27, 1997



My Commission Expires SEP 27, 1997

EXHIBIT "A"

Legal Description

BEGINNING at a point on the quarter section line, said point being South 89°28'43" East 74.90 feet along the quarter section line from the Southwest Corner of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°10'00" East 264.00 feet; thence West 76.14 feet to the quarter section line; thence North 0°06'14" West 1066.62 feet along the quarter section line to the Northwest Corner of the Southwest Quarter of the Northeast Quarter; thence South 89°33'33" East 1033.45 feet along the 1/16th line between the Southwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 5; thence South 0°01'47" East 1331.27 feet to the quarter section line; thence North 89°28'43" West 956.84 feet along the quarter section line to the point of BEGINNING.

EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the construction of an expressway and the widening of 9000 South Street, known as Project No. 1005, being part of an entire tract of property situate in the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

BEGINNING at a Southwest corner of said entire tract, which point is 74.9 feet South 89°27'55" East (highway distance and bearing 74.78 feet South 89°24'59" East) from the Southwest corner of the Northeast Quarter of said Section 5; thence North 0°10' East (highway bearing North 0°07'50" East) 89.94 feet along a westerly boundary line of said entire tract to a point 67.00 feet perpendicularly distant northerly from the centerline of said 9000 South Street, herein designated as Point "A"; thence North 88°22'04" East (highway bearing North 88°25'00" East) 258.10 feet along a line parallel to said centerline to a point opposite Engineer Station 14+10.00, herein designated as Point "B"; thence South 85°55'18" East (highway bearing South 85°52'22" East) 140.70 feet, to a point 53.00 feet perpendicularly distant northerly from said centerline at a point opposite Engineer Station 15+50.00; thence North 88°22'04" East (highway bearing North 88°25'00" East) 38.28 feet along a line parallel to said centerline to a point of tangency with a 5782.578-foot radius curve to the right; thence Easterly 181.10 feet along the arc of said curve, concentric with said centerline; thence South 89°50'16" East (highway bearing South 89°47'20" East) 120.28 feet, along a line parallel to said centerline to a point opposite Engineer Station 18+88.00; thence North 45°09'44" East (highway bearing North 45°12'40" East) 16.97 feet to a point 65.00 feet perpendicularly distant northerly from said centerline opposite Engineer Station 19+00.00; thence South 89°50'16" East (highway bearing South 89°47'20" East) 207.79 feet along a line parallel to said centerline, to the easterly boundary line of

said entire tract; thence South 0°01'47" West (highway bearing South 0°02'01" West) 110.68 feet along said easterly boundary line to the South line of said Northeast Quarter; thence North 89°27'55" West (highway bearing North 89°24'59" West) 957.99 feet along said South line of the Northeast Quarter to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

THE REAL PROPERTY BEING CONVEYED BY THIS WARRANTY DEED BEING ALSO DESCRIBED AS FOLLOWS IN THAT CERTAIN ALT7/ACSM LAND TITLE SURVEY PREPARED BY SURVEYING ASSOCIATES AND CERTIFIED BY PARLEY M. NEELEY, RLS NO. 1722, DATED AUGUST 2, 1994 AND UPDATED AUGUST 12, 1994:

BEGINNING AT A POINT ON THE NORTH LINE OF 9000 SOUTH STREET, WHICH POINT IS SOUTH 89°28'43" EAST ALONG THE QUARTER SECTION LINE 74.90 FEET AND NORTH 00°10'00" EAST 89.98 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 00°10'00" EAST 174.02 FEET; THENCE WEST 76.14 FEET TO THE QUARTER SECTION LINE; THENCE NORTH 00°06'14" WEST ALONG THE QUARTER SECTION LINE 1066.62 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 89°33'33" EAST 1033.45 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH 00°01'47" EAST 1220.67 FEET TO THE NORTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTH 89°51'04" WEST ALONG SAID STREET LINE 206.75 FEET; THENCE SOUTH 45°08'56" WEST CONTINUING ALONG SAID STREET LINE 16.97 FEET; THENCE NORTH 89°51'04" WEST CONTINUING ALONG SAID STREET LINE 120.28 FEET; THENCE SOUTHWESTERLY 181.10 FEET CONTINUING ALONG SAID STREET LINE AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE SOUTH HAVING A RADIUS OF 5782.58 FEET (CHORD SOUTH 89°15'06" WEST 181.10 FEET); THENCE SOUTH 88°21'16" WEST CONTINUING ALONG SAID STREET LINE 38.28 FEET; THENCE NORTH 85°56'06" WEST CONTINUING ALONG SAID STREET LINE 140.70 FEET; THENCE SOUTH 88°21'16" WEST CONTINUING ALONG SAID STREET LINE 257.84 FEET TO THE POINT OF BEGINNING. CONTAINING 28.922 ACRES.

EXHIBIT "B"

Beginning at a point South 89 degrees 28 minutes 43 seconds East 791.53 feet along the quarter Section line and North 922.36 feet from the Southwest corner of the Northeast quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running; thence North 44 degrees 56 minutes 59 seconds West 58.33 feet; thence South 45 degrees 03 minutes 01 seconds West 2.00 feet; thence North 44 degrees 56 minutes 59 seconds West 70.33 feet; thence North 45 degrees 03 minutes 01 seconds East 158.66 feet; thence South 44 degrees 56 minutes 59 seconds East 60.83 feet; thence North 45 degrees 03 minutes 01 seconds East 29.17 feet; thence South 44 degrees 56 minutes 59 seconds East 37.00 feet; thence South 45 degrees 03 minutes 01 seconds West 29.17 feet; thence South 44 degrees 56 minutes 59 seconds East 30.83 feet; thence South 45 degrees 03 minutes 01 seconds West 156.66 feet to the point of beginning.

EXHIBIT "C"

BEGINNING at a point on the center line of 9000 South Street, said point being North 0°06'14" West 6.08 feet along the quarter section line to the center line of 9000 South Street and North 89°56'00" East 869.70 feet along the center line of said 9000 South Street from the Southwest Corner of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence North 89°56'00" East 49.00 feet along the center line of 9000 South Street;

thence North 0°01'47" West 619.66 feet;
thence South 89°56'59" East 113.00 feet;
thence North 0°01'47" West 483.11 feet;
thence North 37°57'02" West 172.44 feet;
thence North 89°56'59" West 134.42 feet;
thence South 46°27'22" West 109.04 feet;
thence North 89°56'59" West 99.49 feet;
thence South 195.81 feet;
thence East 116.73 feet;
thence North 44°56'59" West 42.00 feet;
thence North 45°03'01" East 158.66 feet;
thence South 44°56'59" East 60.83 feet;
thence North 45°03'01" East 29.17 feet;
thence South 44°56'59" East 37.00 feet;
thence South 45°03'01" West 29.17 feet;
thence South 44°56'59" East 30.83 feet;
thence South 45°03'01" West 156.66 feet;
thence South 44°56'59" East 28.94 feet;
thence South 45°03'01" West 33.60 feet;
thence South 63.22 feet;
thence East 60.61 feet;
thence South 180.64 feet;
thence South 89°56'59" East 41.59 feet;
thence South 0°01'47" East 150.76 feet;
thence South 8°12'37" West 146.53 feet;
thence South 0°01'47" East 324.16 feet to the point of

beginning.

Less & excepting that portion conveyed to the Utah Department of Transportation by Quit Claim Deed dated October 28, 1993, recorded December 8, 1993 as Entry No. 5678468 in Book 6822 at Page 0638.

south.exd (sch dlr)

BK7066Pg1217

EXHIBIT "D"

BEGINNING at a point South 89°28'43" East 791.53 feet along the quarter section line and North 922.36 feet from the Southwest Corner of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running:

thence South 44°56'59" East	28.94 feet;	
thence South 45°03'01" West	30.60 feet;	
thence North 44°56'59" West	87.27 feet;	
thence North 45°03'01" East	30.60 feet;	
thence South 44°56'59" East	58.33 feet	to the point of beginning.

EXHIBIT "E"

Legal Description

BEGINNING at a point on the quarter section line, said point being South 89°28'43" East 74.90 feet along the quarter section line from the Southwest Corner of the Northeast Quarter of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°10'00" East 254.00 feet; thence West 76.14 feet to the quarter section line; thence North 0°06'14" West 1066.62 feet along the quarter section line to the Northwest Corner of the Southwest Quarter of the Northeast Quarter; thence South 89°33'33" East 1033.45 feet along the 1/16th line between the Southwest Quarter and the Northwest Quarter of the Northeast Quarter of Section 5; thence South 0°01'47" East 1331.27 feet to the quarter section line; thence North 89°28'43" West 956.84 feet along the quarter section line to the point of **BEGINNING**.

EXCEPTING THEREFROM the following described property:

A parcel of land in fee for the construction of an expressway and the widening of 9000 South Street, known as Project No. 1005, being part of an entire tract of property situate in the Southwest 1/4 of the Northeast 1/4 of Section 5, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

BEGINNING at a Southwest corner of said entire tract, which point is 74.9 feet South 89°27'55" East (highway distance and bearing 74.78 feet South 89°24'59" East) from the Southwest corner of the Northeast Quarter of said Section 5; thence North 0°10' East (highway bearing North 0°07'50" East) 89.94 feet along a westerly boundary line of said entire tract to a point 67.00 feet perpendicularly distant northerly from the centerline of said 9000 South Street, herein designated as Point "A"; thence North 88°22'04" East (highway bearing North 88°25'00" East) 258.10 feet along a line parallel to said centerline to a point opposite Engineer Station 14+10.00, herein designated as Point "B"; thence South 85°55'18" East (highway bearing South 85°52'22" East) 140.70 feet, to a point 53.00 feet perpendicularly distant northerly from said centerline at a point opposite Engineer Station 15+50.00; thence North 88°22'04" East (highway bearing North 88°25'00" East) 38.28 feet along a line parallel to said centerline to a point of tangency with a 5782.578-foot radius curve to the right; thence Easterly 181.10 feet along the arc of said curve, concentric with said centerline; thence South 89°50'16" East (highway bearing South 89°47'20" East) 120.28 feet, along a line parallel to said centerline to a point opposite Engineer Station 18+88.00; thence North 45°09'44" East (highway bearing North 45°12'40" East) 16.97 feet to a point 65.00 feet perpendicularly distant northerly from said centerline opposite Engineer Station 19+00.00; thence South 89°50'16" East (highway bearing South 89°47'20" East) 207.79 feet along a line parallel to said centerline, to the easterly boundary line of

said entire tract; thence South $0^{\circ}01'47''$ West (highway bearing South $0^{\circ}02'01''$ West) 110.68 feet along said easterly boundary line to the South line of said Northeast Quarter; thence North $89^{\circ}27'55''$ West (highway bearing North $89^{\circ}24'59''$ West) 957.99 feet along said South line of the Northeast Quarter to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

THE REAL PROPERTY BEING CONVEYED BY THIS WARRANTY DEED BEING ALSO DESCRIBED AS FOLLOWS IN THAT CERTAIN ALTA/ACSM LAND TITLE SURVEY PREPARED BY SURVEYING ASSOCIATES AND CERTIFIED BY PARLEY M. NEELEY, RLS NO. 1722, DATED AUGUST 2, 1994 AND UPDATED AUGUST 12, 1994:

BEGINNING AT A POINT ON THE NORTH LINE OF 9000 SOUTH STREET, WHICH POINT IS SOUTH $89^{\circ}28'43''$ EAST ALONG THE QUARTER SECTION LINE 74.90 FEET AND NORTH $00^{\circ}10'00''$ EAST 89.98 FEET FROM THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH $00^{\circ}10'00''$ EAST 174.02 FEET; THENCE WEST 76.14 FEET TO THE QUARTER SECTION LINE; THENCE NORTH $00^{\circ}06'14''$ WEST ALONG THE QUARTER SECTION LINE 1066.62 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH $89^{\circ}33'33''$ EAST 1033.45 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE SOUTH $00^{\circ}01'47''$ EAST 1220.67 FEET TO THE NORTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTH $89^{\circ}51'04''$ WEST ALONG SAID STREET LINE 206.75 FEET; THENCE SOUTH $45^{\circ}08'56''$ WEST CONTINUING ALONG SAID STREET LINE 16.97 FEET; THENCE NORTH $89^{\circ}51'04''$ WEST CONTINUING ALONG SAID STREET LINE 120.28 FEET; THENCE SOUTHWESTERLY 181.10 FEET CONTINUING ALONG SAID STREET LINE AROUND THE PERIPHERY OF A CURVE TO THE LEFT CONCAVE SOUTH HAVING A RADIUS OF 5782.58 FEET (CHORD SOUTH $89^{\circ}15'06''$ WEST 181.10 FEET); THENCE SOUTH $88^{\circ}21'16''$ WEST CONTINUING ALONG SAID STREET LINE 38.28 FEET; THENCE NORTH $85^{\circ}56'06''$ WEST CONTINUING ALONG SAID STREET LINE 140.70 FEET; THENCE SOUTH $88^{\circ}21'16''$ WEST CONTINUING ALONG SAID STREET LINE 257.84 FEET TO THE POINT OF BEGINNING. CONTAINING 28.922 ACRES.