

WARRANTY DEED

ADDRESS NEW OWNER: SEND TAX BILLS TO: MAP/PARCEL NO:

South Davis SAME Map _____
Community Hospital, Inc. Parcel No. _____
401 South 400 East Book _____ Page _____
Bountiful, Utah 84010 D-18831

*SW 20
NW 29* } 21-11
FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable consideration, HOSPITAL CORPORATION OF UTAH, the "Grantor," has bargained and sold, and by these presents does transfer and convey unto the said SOUTH DAVIS COMMUNITY HOSPITAL, INC., the "Grantee," its successors and assigns that certain land in Davis County, State of Utah, described as follows:

NW 29 } 21-11
PARCEL 1: Beginning at a point North 89 deg 38 min 33 sec East 554.38 feet along the Section line and South 0 deg 12 min 10 sec East 107.49 feet from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful, Utah; and running thence North 89 deg 43 min 24 sec East 115.50 feet, thence South 0 deg 12 min 10 sec East 377.00 feet to the North line of 500 South street at a point North 89 deg 43 min 24 sec East 601.92 feet and North 0 deg 12 min 10 sec West 33.00 feet from the monument at 400 East and 500 South Streets, thence South 89 deg 43 min 24 sec West 115.50 feet along said 500 South Street, thence North 0 deg 12 min 10 sec West 377.00 feet to the point of beginning.

04-069-0006
PARCEL 2: Beginning on the North line of Section 29 and a Westerly deed segment of the Hospital Corporation at point North 89 deg 38 min 33 sec East 302.48 feet along the section line from the Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian, Bountiful, Utah; and running thence North 0 deg 12 min 10 sec West 170.00 feet, thence North 89 deg 38 min 33 sec East 2.28 feet to a point in a Southerly fence line in connection with the Barton Creek drainage channel, and a point on a 75 foot radius curve to the right (radius bears South 17 deg 17 min 50 sec West); thence Southeasterly along said curve and fence line 29.06 feet (central angle = 22 deg 12 min 08 sec and next point is non-tangent); thence South 52 deg 36 min East 8.87 feet to a point on a 98 foot radius curve to the right (radius bears South 38 deg 01 min 40 sec West); thence Southeasterly along said curve for an arc distance of 19.70 feet (central angle = 11 deg 31 min 08 sec and next point is non-tangent), thence South 42 deg 54 min 13 sec East 19.87 feet, thence South 53 deg 31 min 02 sec East 8.44 feet, thence South 49 deg 42 min East 17.47 feet, thence South 54 deg 33 min 48 sec East 17.75 feet; thence South 52 deg 06 min 24 sec East 56.36 feet, thence North 41 deg 21 min 30 sec East 5.05 feet, thence South 55 deg 44 min 56 sec East 15.77 feet to a point on a 66.6 foot

SW 20

radius curve to the right (radius bears South 31 deg 34 min 17 sec West) thence Southeasterly along said curve for an arc distance of 37.51 feet (central angle = 32 deg 15 min 54 sec and next point is non-tangent), thence South 20 deg 19 min 46 sec East 4.44 feet; thence North 89 deg 40 min 49 sec West 51.47 feet, thence South 10 deg 15 min 50 sec West 24.69 feet to said section line, thence South 89 deg 38 min 33 sec West 127.82 feet along the section line to point of beginning.

04-003-0129

This conveyance is subject to the exceptions set forth on Exhibit A hereto and incorporated herein.

TO HAVE AND TO HOLD the said parcels of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its heirs, successors and assigns, forever. And Grantor does covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, except as set forth above. And Grantor does further covenant and bind itself its heirs and representatives to warrant and forever defend the title to the said land to the said Grantee, its heirs, successors and assigns, against the lawful claims of all persons, whomsoever.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

WITNESS our hands this 7th day of JUNE, 1989.

HOSPITAL CORPORATION OF UTAH

By: H E Adams

Title: VICE PRESIDENT

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

This instrument was acknowledged before me on 11/7/89 by H E Adams, Vice President of Hospital Corporation of Utah, a Utah corporation, on behalf of said corporation.

Vickie R. Beard
Notary's Signature

Notary Public State of Tennessee

Vickie R. Beard
Notary's Name, Printed, Typed or Stamped

Commission Expires: 11/21/92

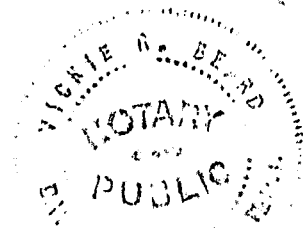


EXHIBIT A

1. All assessments and taxes for the year 1989, and thereafter.

PARCEL 1: Taxes for the year 1988 have been paid in the amount of \$414.33. (Serial No. 04-069-0006)

PARCEL 2: Taxes for the year 1988 have been paid in the amount of \$183,183.67, under Serial No. 04-003-0110. (Current Serial No. is 04-003-0129).

2. Easement, dated August 13, 1982, in favor of THE MUNICIPAL BUILDING AUTHORITY OF DAVIS COUNTY, for a perpetual easement for the purpose of transporting storm water over, across and within the easement described below. The perpetual easement is described as 10 foot easement 5 feet on each side of the following described centerline:

Beginning at a point which is North 89 deg 43 min 12 sec East 352.90 feet along the section line and North 286.67 feet, from the Southwest corner of Section 20, Township 2 North, Range 1 East, Salt Lake Base and Meridian, and running thence South 0 deg 06 min 38 sec East to the existing storm pipe.

The easement includes, but is not necessarily limited to the right to dig a trench, lay a pipe, backfill the trench, and maintain the same in perpetuity. Recorded September 29, 1982, as Entry No. 623679, in Book 915, at Page 1059, Davis County Recorder's Office. (Affects Parcel 2)

3. Right of Way Agreement, Water & Sewer Lines, in favor of BOUNTIFUL, a municipal corporation, a perpetual right of way and easement for the purpose of maintaining, cleaning and operating a waterway across the following described tract of land:

Beg at a pt on the N line of 66 ft. wide street (500 So. St) which is N 89 deg 38 min 33 sec E 67.96 ft. along the sec. line and S 0 deg 11 min 26 sec E 516.91 ft. along the centerline of 400 E St, and N 89 deg 42 min 04 sec E 601.92 ft. along the centerline of said 500 So. St. and N 0 deg 11 min 26 sec W 33.00 ft from the NW cor. of Sec. 29, T2N, R1E, SLB&M. and running thence N 0 deg 11 min 26 sec W 13.36 ft thence NW'ly 44.05 ft along the arc of 100 ft radius curve to the right through a central angle of 25 deg 14 min 20 sec to the point of tangency of sd curve; th N 20 deg 48 min 30 sec W 260.02ft to the W line of grantors ppty; th S 0 deg 11 min 26 sec E 46.86 ft; thence S 20 deg 48 min 30 sec E 216.16 ft to the point of curve of a 116.50 ft radius curve to the left; th 53.55 ft along the arc of said curve to the N ln of sd 66ft st; thence N 89 deg 42 min 04 sec E 9.88 ft to the pob. Said Right of Way recorded July 30, 1985, as Entry No. 708672, in Book 1045, at page 658, David County Recorder's Office.

4. Subject to an existing creek known as Barton Creek which traverses said property, as disclosed by the Hillwest Engineering Survey dated November 30, 1988.
5. There is no recorded means of ingress or egress to a public road from said property. (Affects Parcel 2)
6. Said property is located within the boundaries of the Weber Basin Water Conservancy District, Bountiful Water Subconservancy District, South Davis Sewer Improvement District and Bountiful City (298-6194), and is subject to the charges and assessments levied thereunder.
7. Prohibition on establishment of a commercial ancillary facility. Commercial ancillary facility is defined as including but not limited to commercial laboratories or x-ray, radiological imaging, physical therapy, pulmonary or cardiology testing or outpatient surgical facilities or birthing centers any of which are offered on a commercial basis to third party users. This prohibition shall not restrict physicians on the land from maintaining or performing ancillary services for their own patients. This prohibition shall be a covenant running with the land enforceable for so long as Hospital Corporation of Utah or any other subsidiary of Healthtrust, Inc. - The Hospital Company continues to operate an acute care hospital adjacent to the property.