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3/22/2016 3:50:00 PM \$65.00  
Book - 10413 Pg - 6693-6714  
Gary W. Ott  
Recorder, Salt Lake County, UT  
SECURITY TITLE OF DAVIS CO INC  
BY: eCASH, DEPUTY - EF 22 P.

WHEN RECORDED, RETURN TO:

Steven W. Bennett  
Bennett Tueller Johnson & Deere  
3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121

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APN: A portion of APN #15-30-478-023-0000

15-30-477-003, 15-30-476-008, 15-30-476-006,  
15-30-476-007, 15-30-478-035, 15-30-478-037  
15-30-478-038, 15-30-478-040

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "**Agreement**") is made and entered into as of the 22<sup>nd</sup> day of March 2016 (the "**Effective Date**") by and among **MPT of West Valley City, LLC**, a Delaware limited liability company ("**Owner**"); **Jordan Valley Medical Center, LP**, a Delaware limited partnership ("**Lessee**"), and **West Salt Lake Real Estate Ventures, LLC**, a Utah limited liability company ("**Developer**").

RECITALS

A. Owner is the owner of the real property located in the City of West Valley, Salt Lake County, Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "**Hospital Property**").

B. Owner also owns certain real property (the "**Development Property**") more particularly described on **Exhibit B** attached hereto and incorporated herein by this reference. The Hospital Property and Development Property have been leased to Lessee under that certain Second Amended and Restated Pioneer Hospital Lease dated September 26, 2013, as amended (the "**Lease**"); however, contemporaneously herewith, Owner and Lessee are entering into an amendment to the Lease whereby the Development Property will be removed from the Lessee's leasehold estate under the Lease. By the execution of this Agreement, Lessee agrees to the Easements granted herein.

C. Upon the request of Lessee, Owner has determined to sell the Development Property to Developer (the "**Development Property Sale**"), on which Development Property Developer will construct a medical office building ("**MOB**") (the "**Development**"). In order to construct the Development, Developer has requested certain easements as more fully set forth in this Agreement (collectively, the "**Easements**"). All of the Easements granted herein are collectively referred to as the "**Easement Property**."

D. As a condition to Owner's sale of the Development Property to Developer and agreeing to the terms, provisions and conditions set forth herein, Owner and Lessee required that the Development Property be made subject to that certain Declaration of Restrictive Covenants

(Jordan Valley Medical Center-West Valley Campus MOB Tract) dated as of MAY 22, 2016, recorded on MAY 22, 2016, as Entry No. 17744978 in Book 10413 at Page 6484 of Official Records of Salt Lake County, Utah (the "*Use Declaration*").

NOW, THEREFORE, in consideration of the above recitals (which are contractual in nature and an integral part of the agreement and understanding of the parties and are incorporated herein by this reference), the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

## AGREEMENT

### ARTICLE I

#### CONSTRUCTION TO BE PERFORMED BY DEVELOPER

1.1 Construction. Developer intends to construct the Development (the "*Construction*"), in accordance with plans and specifications to be approved by the City of West Valley (the "*City*"). Such Construction shall be done by Developer at Developer's sole cost and expense. If any improvements are to be located in the Easement Property, such improvements shall be included in the plans and specifications and must be approved in writing by Owner and Lessee prior to commencement of Construction.

### ARTICLE II

#### GRANT OF EASEMENTS

##### 2.1 Temporary Easement for Construction.

(a) Subject to the terms, provisions and conditions set forth herein, Owner hereby grants and conveys to Developer a temporary non-exclusive construction easement (the "*Temporary Construction Easement*") upon, over, under, across, and through that certain property more particularly described on Exhibit C attached hereto and incorporated herein by reference (the "*Temporary Construction Easement Property*") for the purpose of constructing the Development on the Development Property. The Temporary Construction Easement shall automatically expire, terminate and be of no further force or effect upon the occurrence of the earlier to occur of (i) the completion of the Construction of the Development, or (ii) December 31, 2016, subject, however to Force Majeure (as defined in Section 5.18 below), but even in the event of Force Majeure no later than March 31, 2017.

(b) Developer acknowledges that the Development Property and the Easement Property currently contain certain improvements, specifically, parking spaces, a concrete waterway, posts, gates, inlet box, storm drains, and other improvements (collectively, the "*Current Improvements*"). Developer agrees that at the expiration of the Temporary Construction Easement, Developer shall promptly remove from the Easement Property any material deposited thereon and restore the Easement Property to substantially the condition that existed prior to the commencement of the Construction, including, without limitation, the

restoration of the Current Improvements, such restoration to include, without limitation, the repaving and restriping of all parking spaces located in the Easement Property, the replacement of any landscaping disturbed or removed during Construction, and the replacement of all concrete waterways, inlet boxes and drainage facilities and areas to ensure that the Easement Property will continue to have proper drainage.

(c) Before Developer's first entry on the Easement Property and continuing through the term set forth above, Developer shall obtain and maintain the following insurance coverage and policies, all of which shall name Owner and Lessee as additional insureds and loss payees: (a) commercial general liability insurance with a minimum combined single limit of \$1,000,000 for each occurrence, which policy shall include coverage for bodily injury, broad form property damage, and personal injury (including coverage for contractual liability and employee's acts); and (b) comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage with respect to Developer's vehicles, whether owned, hired, or non-owned, of not less than \$1,000,000 for each occurrence and \$1,000,000 general aggregate. The parties hereby waive all of their rights of recovery against the other and the other indemnified parties for loss or damage up to the amount where such loss or damage is insured against under any such insurance policy, and all such insurance policies shall contain waiver of subrogation agreements or endorsements from the insurance carrier or carriers concerning this waiver of subrogation provision.

## 2.2 Easement to Install and Maintain Utility Lines.

(a) Subject to the terms, provisions and conditions set forth herein, Owner hereby grants and conveys to Developer a non-exclusive easement upon, over, under, across, and through certain areas of the Easement Property more particularly depicted on the Utility Plan attached hereto as Exhibit D and incorporated herein by reference (the "**Utility Easement Property**") for the purpose of installing and maintaining underground sanitary sewer lines, water lines, power lines, phone lines, internet lines, and any other underground utilities and facilities required for the Development to serve the Development Property (collectively, the "**Utility Lines**") and for using the drainage rights in the Utility Easement Property. Developer shall cause all work in connection with the installation and maintenance of the Utility Lines to be performed and completed in a good and workmanlike manner.

(b) If the installation of utilities in the Utility Easement Property requires a connection to utility lines on or serving the Hospital Property, Developer shall (i) provide at least five (5) days prior written notice to Owner and Lessee of its intention to do such work, (ii) pay all costs and expenses with respect to such work, (iii) cause all work in connection therewith (including general clean-up and surface and/or subsurface restoration) to be completed in a good and workmanlike manner as quickly as possible and in a manner so as to minimize interference with the use and operation of the Hospital Property, (iv) not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility services to the Hospital Property, (v) comply in all respects with all applicable governmental laws, regulations and requirements, (vi) promptly, at its sole costs and expense, clean the area and restore the affected portion of the Utility

Easement Property to a condition at least equal to the condition that existed prior to the commencement of such work, and (vii) indemnify and hold Owner, Lessee and any occupants of the Hospital Property harmless from and against any claims, actions, demands, damages, losses, injuries, or expenses including without limitation, reasonable attorneys' fees that may result from any such work.

2.3 Easement for Ingress and Egress and Parking. Subject to the terms, provisions and conditions set forth herein, upon the completion of the Construction of the Development and the restoration required in Sections 2.1(b) and 2.2(b) above, Owner hereby grants and conveys to Developer a perpetual, non-exclusive easement upon, over and across the existing driveways and drive aisles located on certain areas of the Easement Property more particularly depicted on the Access and Parking Plan attached hereto as Exhibit E and incorporated herein by reference for the purpose of vehicular and pedestrian ingress and egress to the Development Property to a public right of way (the "Access Easement") and upon, over and across existing parking lots for vehicular parking in the parking spaces located on the Easement Property as more particularly depicted on said Exhibit E (the "Parking Easement"). Developer may permit its tenants, subtenants, guests, employees, contractors, agents, customers, invitees and concessionaires and their respective successors and assigns to use and enjoy the Access Easement and the Parking Easement and the easement rights granted and declared in this Section 2.3 for the use and purposes permitted herein so long as such easements remain in full force and effect (the "Benefited Parties"). Notwithstanding anything contained herein to the contrary, Developer understands, acknowledges and agrees that the Parking Easement is limited for the non-exclusive use of up to a maximum of forty (40) undesignated parking spaces.

(a) Developer understands, acknowledges and agrees that Owner shall have the right and option to temporarily suspend the Access Easement and/or the Parking Easement in the event there is an event of default by Developer (or its successors and/or assigns) under the Use Declaration, in accordance with the following provisions. In the event of any such default, Owner shall provide written notice thereof to Developer (or its successors and/or assigns), and Developer (or its successors and/or assigns) shall have thirty (30) days from receipt of such notice from Owner to cure such event of default. If Developer (or its successors and/or assigns) fails to timely cure such event of default, Owner shall have the right and option to temporarily suspend the Access Easement and/or the Parking Easement following written notice thereof to Developer (or its successors and/or assigns). Such suspension shall last during the period of time that such event of default continues and is not remedied by Developer (or its successors and/or assigns), and upon the cure by Developer (or its successors and/or assigns) of such event of default, such suspension shall immediately terminate.

2.4 Covenants to Run with the Land. Except as expressly limited herein, the Easements created under this Agreement shall run with the land and shall forever benefit and burden the Easement Property and the Development Property as set forth herein.

2.5 Developer's Indemnification Obligation. To the fullest extent permitted by applicable law, Developer shall and does hereby agree to indemnify, protect, defend and hold

harmless Owner and Lessee, lenders of Owner and/or Lessee, if any, and each of the aforementioned parties' respective affiliated companies, partners, successors, assigns, heirs, legal representatives, devisees, trustees, officers, directors, shareholders, employees and agents (collectively, the "*Indemnitees*") for, from and against all liabilities, claims, damages, losses, liens, fines, penalties, costs, causes of action, suits, judgment and expenses (including court costs, attorney fees and costs of investigation) of any nature, kind or description asserted against or incurred by each of the Indemnitees, to the extent arising out of, caused by, or resulting from the Development and/or the use of the Easements and the Easement Property whether by Developer or the Benefited Parties, exclusive of any claims arising out of or resulting from the gross negligence or intentional acts or misconduct of Owner or Lessee. Developer's indemnification obligations hereunder shall be limited to the interests of the Owner and the Lessee in the Hospital Property. Developer's indemnification obligations described in this Section 2.5 may be transferred to a future purchaser of the Development Property subsequent to Developer's purchase of same, but only upon delivery to Owner of an assignment and assumption agreement acceptable to Owner confirming that the subsequent purchaser assumes said obligations.

### ARTICLE III MAINTENANCE AND OPERATIONS

3.1 Maintenance of Easement Property. Developer shall, at its sole cost and expense, maintain, repair and replace and keep in good working order and condition and in a good and safe state of repair, all Utility Lines and facilities placed in, on, under, over and across the Easement Property for the Development.

3.2 Changes to Easement Property. Subject to the provisions of Section 5.10 below, Owner and Lessee covenant that they shall not make any material changes to the Easement Property that, in aggregate, would cause an unreasonable interference with the use of the Development Property for the Development; provided, however, Owner and Lessee specifically and expressly retain and reserve the right to relocate or otherwise modify the Utility Easement Property, the Access Easement and the Parking Easement if and to the extent such relocation or modification is deemed necessary or convenient by Owner or Lessee in connection with modification of or additions to the improvements now or hereafter located on the Hospital Property so long as (i) such relocations or modifications include reasonable alternative locations for such Easement Property for the benefit of the Development Property, (ii) Owner or Lessee are solely responsible for the cost of such relocations and/or modifications of the Easement Property, and (iii) Owner or Lessee has provided at least thirty (30) days' notice of such proposed relocation or modification to Developer and has duly considered any input from Developer regarding such changes.

ARTICLE IV  
ENFORCEMENT; REMEDIES

4.1 Enforcement. Each party may enforce the obligations of the others under this Agreement by a suit or judicial proceedings for injunctive relief, specific performance or damages, as may be appropriate. Notwithstanding anything contained herein to the contrary, the foregoing shall not limit or be construed to prohibit or limit the right of Developer, Owner or Lessee to pursue any other legal and equitable remedies available on account of such breach or violation, including the recovery of damages from Developer, subject to the damage limitations described in this Agreement. Notwithstanding anything contained herein to the contrary, the foregoing shall not limit or be construed to prohibit or limit the right of Developer to pursue any other legal and equitable remedies available on account of such breach or violation, including the recovery of damages from Owner or Lessee, subject to the damage limitations described in this Agreement.

4.2 Costs, Expenses and Remedies Upon Breach. Except as otherwise expressly set forth herein, in the event of a breach in any of the covenants or agreements contained in this Agreement, the breaching party shall pay all costs and litigation expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. The parties acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is also entitled to appropriate equitable remedies in the event of any such default.

ARTICLE V  
MISCELLANEOUS

5.1 Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, or by nationally recognized commercial courier, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Developer:                      West Salt Lake Real Estate Ventures, LLC  
565 W Chandler Blvd., Suite 112  
Chandler, Arizona 85225  
Attention: Glen Adams

With a copy to:

Bennett Tueller Johnson & Deere  
3165 East Millrock Drive, Suite 500  
Salt Lake City, Utah 84121

Attention: Steven W. Bennett

If to Owner:

MPT of West Valley City, LLC  
c/o MPT Operating Partnership, L.P.  
1000 Urban Center Drive, Suite 501  
Birmingham, Alabama 35242  
Attention: Legal Department

With a copy to:

Baker, Donelson, Bearman, Caldwell & Berkowitz, PC  
1400 Wells Fargo Tower  
420 20<sup>th</sup> Street North  
Birmingham, Alabama 35203  
Attention: Lynn Reynolds, Esq.

If to Lessee:

Jordan Valley Medical Center, L.P.  
c/o IASIS Healthcare Corporation  
Dover Centre, Building E  
117 Seaboard Lane  
Franklin, Tennessee 37067-8299  
Attention: William A. Stokes  
Vice President

With a copy to:

IASIS Healthcare Corporation  
Dover Centre, Building E  
117 Seaboard Lane  
Franklin, Tennessee 37067-8299  
Attention: General Counsel

Any notice mailed in accordance with the above provisions shall be deemed to be received on the earlier of (a) the date actually received; or (b) three (3) days following the tendering thereof to the United States Postal Service or other commercial courier, postage prepaid, in the manner set forth above.

5.2 Waiver. No waiver of any default hereunder shall be implied from any failure to take any action with respect to such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision

or covenant contained in this Agreement. The rights or remedies of the parties under the terms of this Agreement shall be deemed to be cumulative and none of such rights and remedies shall be exclusive of any others or of any right or remedy at law or in equity which any party might otherwise have as a result of a default under this Agreement. The exercise of any right or remedy shall not impair the right to exercise any other right or remedy.

5.3 No Relationship of Principal and Agent. Nothing contained in this Agreement nor any act of any party shall be deemed or construed by any third person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other similar association between or among the parties.

5.4 Severability of Unenforceable Provisions. If any provision or provisions of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby, so long as removing the severed portion(s) of this Agreement does not materially alter the overall intent and purpose of this Agreement.

5.5 Interpretation. The captions of the Sections and Articles of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

5.6 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah, without regard to its principles of conflicts of law. Each of the parties hereby (a) submits to the exclusive jurisdiction of the federal and state courts located in the County of Salt Lake, State of Utah, for the purpose of any action or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby, (b) agrees that all claims in respect of any such action or proceeding may be heard and determined in such courts, (c) irrevocably waives (to the extent permitted by applicable law) any objection which it now or hereafter may have to the laying of venue of any such action or proceeding brought in any of the foregoing courts, and any objection on the ground that any such action or proceeding in any such court has been brought in an inconvenient forum, and (d) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner permitted by law.

5.7 Rights of Successors and Assigns. The covenants and agreements in this Agreement shall extend and inure in favor and to the benefit of, and shall be binding on, Owner, Lessee, Developer (and the other Benefited Parties, as applicable), and their respective successors (including successors in ownership and estate) and assigns. No party shall transfer its rights and interests under this Agreement separate from its sale or other transfer of the property



affected hereby. The parties' rights and obligations under this Agreement will run with any portion of such property that is conveyed, with each successor in title to any such portion being responsible for fulfilling the conveyor's obligations under this Agreement with regard to the portion of the property that such successor acquires.

5.8 Disposition of Property. In the event of any sale, assignment, foreclosure or other disposition of all or a portion of Owner's or Lessee's interest in the Easement Property, the purchaser or other transferee of any portion of the Easement Property, and any subsequent purchaser or transferee of any such interest, shall be subject to, and bound by, all of the terms and provisions of this Agreement with respect to the portion of the Easement Property so acquired. In the event of any sale, assignment, foreclosure or other disposition of all or any portion of Developer's interest in the Development Property, the purchaser or other transferee of any portion of the Development Property, and any subsequent purchase or other transferee of any such interest, shall be subject to, and bound by, all of the terms, conditions and provisions of this Agreement with respect to the portion of the Development Property so acquired.

5.9 Amendment. Except as otherwise expressly set forth in this Agreement, this Agreement may be modified or amended only by a written instrument executed by each party hereto.

5.10 Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Property or easement areas to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the parties that the Easements granted herein shall be strictly limited to and for the purposes herein expressed. All or a part of the access easements may be closed temporarily from time to time to such extent as may be legally necessary in the reasonable opinion of Owner to prevent a dedication thereof or the accrual of rights of any person or of the general public therein; provided, however, that Owner shall provide at least five (5) days' prior written notice of such intended closure to the Developer and Lessee and such closure shall not unreasonably interfere with the business operations on or in the Development Property or the Hospital Property.

5.11 Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

5.12 Entire Agreement. This Agreement constitutes and contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, understandings and communications among the parties, whether written or oral, respecting the subject matter hereof.

5.13 Liens. In the event any mechanic's, materialman's, or other lien is filed against the Hospital Property or the Easement Property as a result of the services performed or materials furnished in connection with the Development or by a third party to Developer or any of the Benefited Parties or as the result of any other action or inaction of Developer or any of the

Benefited Parties, Developer or the Benefited Party permitting or causing such lien to be so filed shall cause such lien to be released and discharged of record within thirty (30) days after notification from the Owner or Lessee, either by paying the indebtedness that gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge, and Developer or the Benefited Party causing such lien to be so filed further shall indemnify, defend and hold harmless Owner and Lessee and the Hospital Property and the Easement Property against liability, loss, damages, costs and expenses (including reasonable attorneys' fees and costs of suit) on account of such claim of lien.

5.14 Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, in any action brought to enforce the obligations of the Owner or Lessee, any money judgment or decree entered in any such action shall be a lien upon and shall be enforced against and satisfied only out of the interests of the Owner and the Lessee in the Hospital Property and neither Owner nor Lessee shall have personal or corporate financial liability for any judgment or any deficiency of judgment.

5.15 Further Assurances. Each of the parties hereto shall execute such documents and instruments and perform such further acts as may be reasonably required or desirable to carry out or to perform the provisions of this Agreement. The parties hereto acknowledge and agree that if the City requires that the Development Property be severed or be subdivided from the Hospital Property by subdivision plat and a plat recorded therefor, Developer shall, at its sole cost and expense, prepare such plat and submit same to Owner and Lessee for approval and signature. Owner and Lessee shall in good faith review and approve (or disapprove) such plat within fifteen (15) days of receipt thereof, and if such plat is disapproved, Owner and/or Lessee shall provide reasonable reasons for such disapproval and Developer shall have the right to cure such items and re-send the plat for approval. Developer agrees that such plat shall not be submitted to the City nor recorded without the prior written consent of Owner and Lessee.

5.16 Authorized Execution. Each of the undersigned parties hereto hereby represents and warrants to the other undersigned party or parties that (a) each such party is duly authorized to execute, enter into and deliver this Agreement as a legally valid and binding agreement of such party; and (b) the individual executing this Agreement on behalf of such party is duly authorized to execute and deliver this Agreement on behalf of such party and no consent or other approval is required for the execution and delivery of this Agreement by such party.

5.17 Permitted Exceptions. The easements granted herein are subject to all existing covenants, agreement, easements and restrictions of record, if any, in the real property records of Salt Lake County, Utah.

5.18 Force Majeure. Force Majeure under this Agreement means in the event a party is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of strikes, lockouts, labor troubles, or other industrial disturbances, inability to procure materials, failure of power, unavailability of any utility service, restrictive governmental laws or regulations, acts of public enemies, war, blockades, riots, insurrections,

earthquakes, fires, storms, floods, civil disturbances, weather-related acts of God, or failure to act by, or default of another party, or other reason beyond such party's control, then performance of such act shall be excused for the period of the delay, and the period of the performance of such act shall be extended for a period equivalent to the period of such delay. Within ten (10) days following the occurrence of Force Majeure, the party claiming a delay due to such event shall give written notice to each of the other parties hereto setting forth a reasonable estimate of such delay.


*[Remainder of page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**OWNER:**

**MPT OF WEST VALLEY CITY, LLC**  
a Delaware limited liability company

By: MPT Operating Partnership, L.P.,  
a Delaware limited partnership  
Its: Sole Member

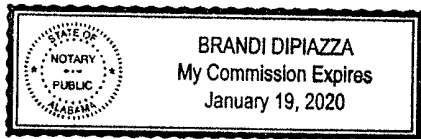
By:   
Name: Robert M. Moss  
Title: Associate Counsel & Assistant Secretary

STATE OF ALABAMA )

:ss.

COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March 2016 by Robert M. Moss, in his capacity as the Assistant Secretary of MPT Operating Partnership, L.P., a Delaware limited partnership, as the Sole Member of MPT of West Valley City, LLC, a Delaware limited liability company.



Brandi DiPiazza  
Notary Public

My Commission Expires: 01/19/20

[AFFIX NOTARY SEAL]

*[Signature page to Easement Agreement]*

**LESSEE:**

**JORDAN VALLEY MEDICAL CENTER, LP**  
a Delaware limited partnership

By: *William A. Stokes*  
Name: William A. Stokes  
Title: Vice President

STATE OF Tennessee

:ss.

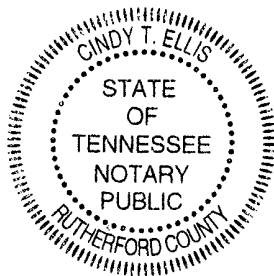
COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 21st day of March 2016 by William A. Stokes, in his/her capacity as the Vice President of Jordan Valley Medical Center, LP, a Delaware limited partnership.

*Cindy T. Ellis*  
Notary Public

My Commission Expires: 8-22-16

[AFFIX NOTARY SEAL]




[Continued Signature page to Easement Agreement]

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1038442-000176 03/11/2016

**DEVELOPER:**

**WEST SALT LAKE REAL ESTATE  
VENTURES, LLC**  
a Utah limited liability company

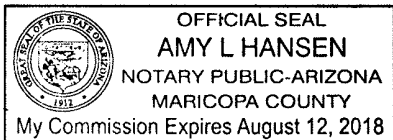
By:   
Name: Shawn Porter  
Title: Auth Agent

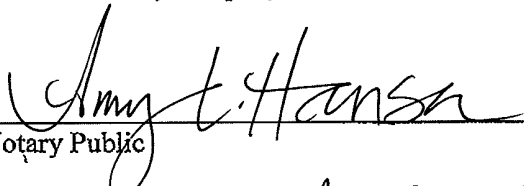
STATE OF AZ )

:SS.

COUNTY OF Maricopa )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of March 2016 by Shawn Porter, in his/her capacity as the Manager of West Salt Lake Real Estate Ventures, LLC, a Utah limited liability company.



  
Notary Public  
My Commission Expires: Aug. 12, 2018

[AFFIX NOTARY SEAL]

[Continued Signature page to Easement Agreement]

Exhibit A

The real estate described on Schedule 1 attached hereto

**LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS:**

Lot 2 of that certain Plat entitled "Rocky Mountain Care Subdivision" (the "Plat") which Plat was filed in the Office of the Recorder of the County of Salt Lake, State of Utah on April 28, 2009 as Entry No. 10685745 in Book 2009P of Plats at Page 58,

LESS AND EXCEPT that portion of said Lot 2 already owned by B.C.V.V., Inc. which portion is contained within said Lot 2 of the Plat and is more particularly described as follows: Beginning at a point South 89°56'54" West 694.48 feet, and North 00°03'03" West 675.81 feet from the Southeast Comer of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 48.67 feet; thence North 00°03'42" West 207.46 feet; thence West 8.07 feet; thence North 70.03 feet; thence North 45°00'00" West 21.80 feet; thence East 71.95 feet; thence South 00°04'58" East 292.90 feet to the point of beginning, which less and except strip is contained within said Lot 2 of the Plat.

15-30-478-037-000 (Portion)

**ALSO LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS (WSL MOB LAND):**

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah,

Commencing at the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89° 56' 54" West along the Section Line and 620.00 feet North 0° 04' 58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 339.17 feet due East along said South right of way line to the true point of beginning; and running thence due East 67.90 feet along said South Right of way line; thence due South 150.75 feet; thence due West 45.11 feet; thence due South 30.83 feet; thence due West 54.68 feet; thence due North 28.91 feet; thence due West 53.17 feet; thence due North 76.09 feet; thence due East 49.55 feet; thence due North 46.97 feet; thence due East 35.50 feet; thence due North 29.62 feet to the point of beginning

**SCHEDULE 1**  
**LEGAL DESCRIPTION-PIONEER VALLEY HOSPITAL**

**PARCEL 1:**

BEGINNING at a point South 89°56'54" West 1054.1 feet and North 0°04'58" West 173.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian (said point also being on the Westerly line of 4155 West Street), which point is also the Northeast corner of the HCA Properties, Inc. property contained in that certain Warranty Deed recorded September 11, 1981 as Entry No. 3603565 in Book 5291, at Page 153 of the Official Records; and running thence West along said HCA Properties, Inc., North boundary line, 100.00 feet to the Northwest corner of the HCA Properties, Inc. property; thence along the West boundary of the said HCA Properties, Inc. property South 0°04'58" East 140.0 feet to the North line of 3506 South Street; thence along said North line of said 3500 South Street South 89°56'54" West 171.0 feet to a point of the West line of the Southeast quarter of the Southeast quarter of said Section 30; thence along said West line North.1295 feet to the 1/16 Section line; thence East 425.88 feet, more or less, to a point on the West line of vacated 4155 West Street; thence along said West line South 0°05' East 150.24 feet, more or less, to a point of tangency with it 144.69 foot radius curve to the right; thence Southwesterly 124.27 feet along said curve to a point of tangency; thence South 49°07'42" West 38.22 feet to a point of tangency with a 205.32 foot radius curve to the left; thence Southwesterly 175.79 feet along said curve to a point of tangency; thence South 723.44 feet to the point of beginning.

TOGETHER WITH the West one half of the vacated street (4155 West Street) abutting a portion of the said property on the East.

EXCEPTING THEREFROM the following described property conveyed to National Health Investors, Inc. in that certain Special Warranty Deed recorded March 2, 1993 as Entry No. 5445234 in Book 6613, at Page 1040, of the Official Records, 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 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 0°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.

**PARCEL 2:**

BEGINNING at a point on the North right of way line of 3500 South Street and the West right of way line of 4155 West Street, said point being South 89°56'54" West 1057.25 feet, more or less, and North 0°03'06" West 33 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°03'06" West along said West right of way line 140.0 feet, more or less, to the Southerly boundary line of the Valley West Hospital, Inc. property as described in that certain Warranty Deed recorded January 26, 1979 as Entry No. 3229774 in Book 4806, at Page 585, Salt Lake County Recorder's Office; thence South 89°56'54" West along said South boundary line 100.0 feet, more or less, to an Easterly boundary line of Valley West Hospital's property as described in the Warranty Deed described hereinabove; thence South 0°03'06" East along said East boundary line 140.0 feet, more or less, to the North right of way line of 3500 South Street; thence North 89°56'54" East along said North right of way line 100.00 feet, more or less, to the point of beginning.



PARCEL 3:

BEGINNING at a point 885.275 feet West and 33 feet North from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West along the North Line of 3500 South Street 108.525 feet, more or less, to the East line of 4155 West Street; thence North 0°04'58" West along said East line 167 feet; thence North 89°56'54" East 108.525 feet, more or less; thence South 167 feet to the point of beginning.

PARCEL 4:

BEGINNING at a point South 89°56'54" West 994.1 feet and North 0°04'58" West 283.0 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, (which point of beginning is on the Easterly line of 4155 West Street); and running thence North 0°04'58" West 365 feet; thence East 300 feet; thence North 0°04'58" West 320.0 feet; thence West 275.99 feet to a point on a 145.32 foot radius curve to the right; thence Northeasterly 39.70 feet along said curve to a point of tangency; thence North 49°07'42" East 38.22 feet to a point on a 204:69 foot radius curve to the left; thence Northeasterly 175.81 feet along said curve to a point of tangency; thence North 0°05' West 150.28 feet, more or less, to the 1/16 Section line; thence East 343.88 feet, more or less; thence South 710.0 feet; thence West 32.88 feet; thence South 265.255 feet; thence South 89°56'54" West 285.00 feet; thence South 0°04'58" East 70.00 feet; thence South 89°56'54" West 180.53 feet to the point of beginning.

EXCEPTING THEREFROM that portion located within the bounds of 3390 South Street (also known as Pioneer Parkway), including three-raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

TOGETHER WITH the East one half of the vacated street (4155 West Street) abutting a portion of said property on the West.

PARCEL 5:

BEGINNING at a point North along the Section line 796.505 feet and West 170.35 feet from the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence West 324.65 feet; thence North 178.25 feet; thence East 324.65 feet; thence South 178.25 feet to the point of beginning.

PARCEL 6:

BEGINNING at a point in the center of 4000 West Street 618.255 feet North of the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 178.25 feet; thence West 495 feet; thence South 178.25 feet; thence East 495 feet to the point of beginning.

EXCEPTING THEREFROM those portions located within the bounds of 4000 West Street and 3390 South Street (also known as Pioneer Parkway), including three raised planted medians designated as Median Islands "A", "B", and "C" on that certain dedication plat recorded March 29, 1983 as Entry No. 3773932 in Book 83-3 of Plats, at Page 41 of the Official Records.

15-30-477-03; 15-30-476-008; 15-30-476-006; 15-30-476-007; 15-30-478-035; 15-30-478-037;  
15-30-478-038; 15-30-478-040

**EXHIBIT B**  
**to**  
**Easement Agreement**

**Development Property Legal Description**

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah,

Commencing at the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89° 56' 54" West along the Section Line and 620.00 feet North 0° 04' 58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 339.17 feet due East along said South right of way line to the true point of beginning; and running thence due East 67.90 feet along said South Right of way line; thence due South 150.75 feet; thence due West 45.11 feet; thence due South 30.83 feet; thence due West 54.68 feet; thence due North 28.91 feet; thence due West 53.17 feet; thence due North 76.09 feet; thence due East 49.55 feet; thence due North 46.97 feet; thence due East 35.50 feet; thence due North 29.62 feet to the point of beginning.

**EXHIBIT C**

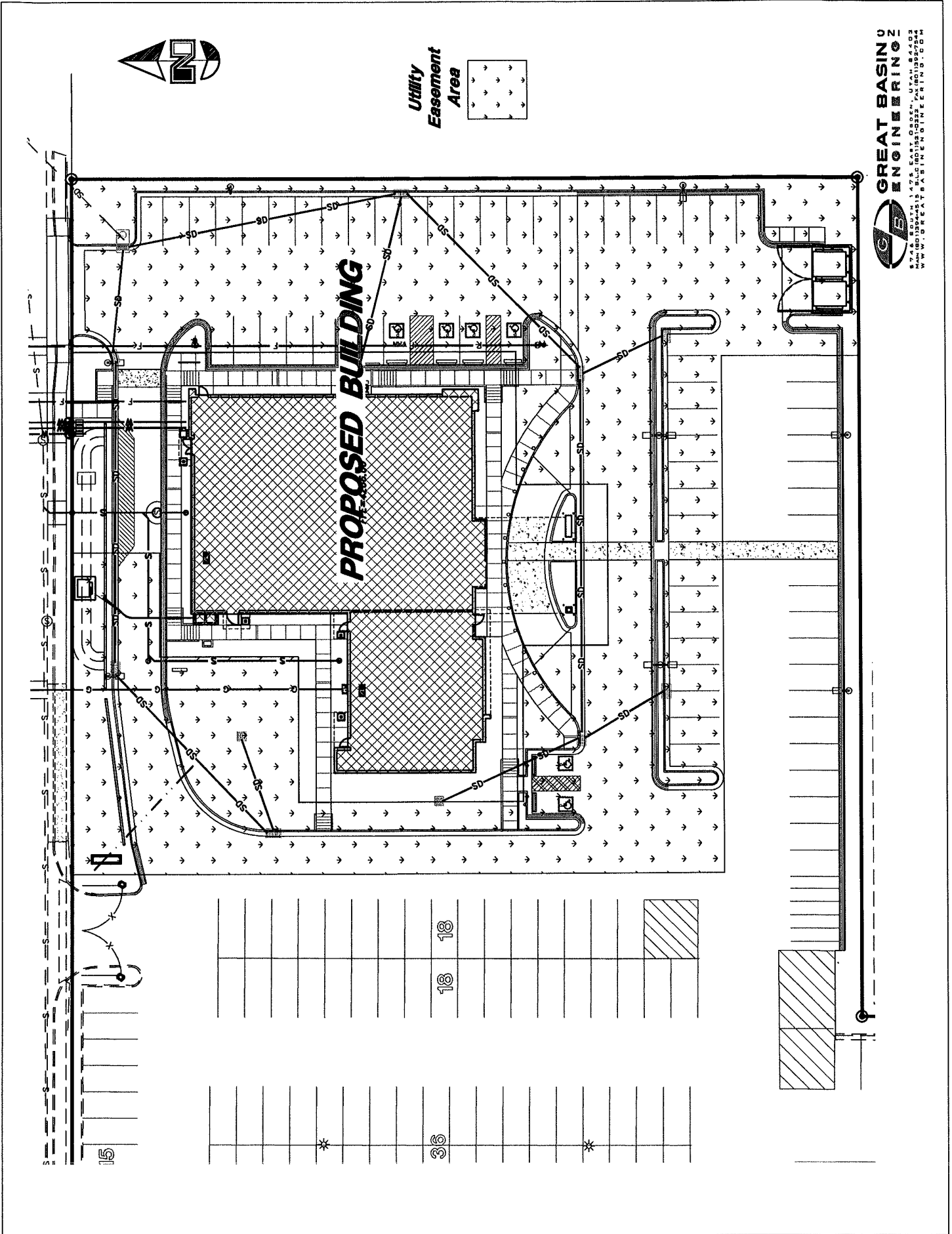
**to**

**Easement Agreement**

**Temporary Construction Easement Legal Description**

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake County, Utah.

Beginning at a point 994.10 feet South 89° 56' 54" West along the Section Line and 283.00 feet North 0° 04' 58" West along the East right of way line of Pioneer Parkway from the Southeast corner of said Section 30; and running thence North 0° 04' 58" West 337.00 feet along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; thence due East 339.17 feet along said South right of way line; thence due South 29.62 feet; thence due West 35.50 feet; thence due South 46.97 feet; thence due West 49.55 feet; thence due South 76.09 feet; thence due East 53.17 feet; thence due South 28.91 feet; thence due East 54.68 feet; thence due North 30.83 feet; thence due East 45.11 feet; thence due North 150.75 feet; thence due East 58.83 feet to the West boundary line of the Gus Paulos Chevrolet, Inc. Property (Salt Lake County Recorder Parcel #15-30-478-022); thence due South 266.58 feet to the North boundary line of the Mountain West Physicians Plaza Condos in West Valley City, Salt Lake County, Utah; thence three (3) courses along said North Boundary line as follows: (1) South 89° 56' 54" West 285.00 feet; (2) South 0° 04' 58" East 70.00 feet; and (3) South 89° 56' 54" West 180.53 feet to the point of beginning.



**GREAT BASIN ENGINEERING**  
8748 SOUTH 1475 EAST, OGDEN, UTAH 84403  
WWW.GREATBASINENGINEERING.COM

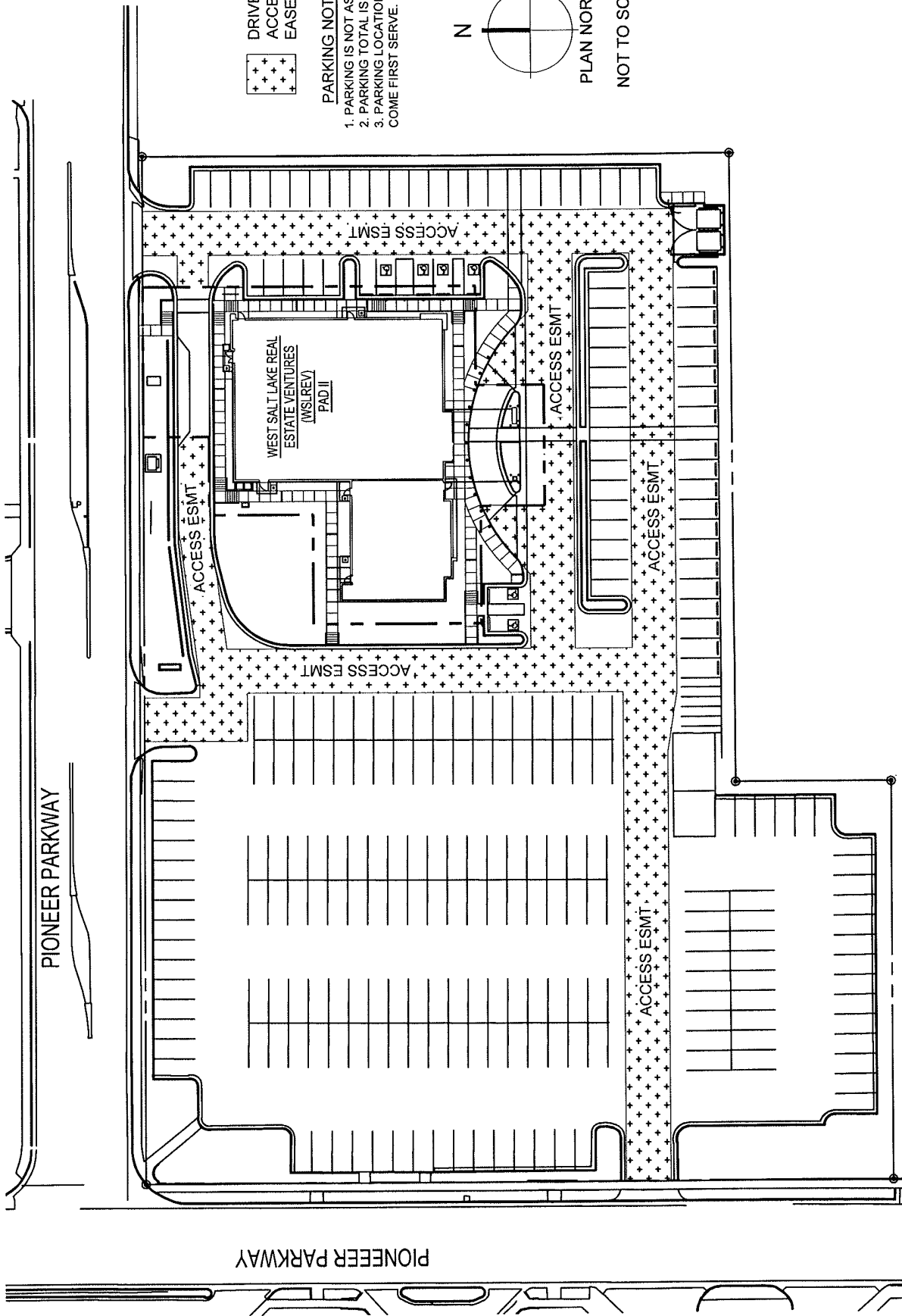
Exhibit D

FMC Utility Easement Description

A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah,

Commencing at the Southeast corner of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89°56'54" West along the Section Line and 620.00 feet North 0°04'58" West along the East right of way line of Pioneer Parkway to the South right of way line of Pioneer Parkway; and 339.17 feet due East along said South right of way line to the true point of beginning; and running thence due South 29.62 feet; thence due West 35.50 feet; thence due South 46.97 feet; thence due West 49.55 feet; thence due South 76.09 feet; thence due East 53.17 feet; thence due South 28.91 feet; thence due East 54.68 feet; thence due North 30.83 feet; thence due East 45.11 feet; thence due North 150.75 feet to the said South Right of way line; thence due East 58.83 feet; thence due South 266.58 feet; thence South 89°56'54" West 60.59 feet; thence North 00°00'55" East 46.16 feet; thence due West 175.56 feet; thence North 00°01'48" West 220.48 feet; thence due East 109.51 feet to the Point of Beginning.

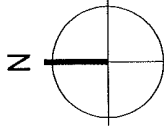
Containing 34,870 square feet  
or 0.800 acres, more or less.



DRIVEWAY  
ACCESS  
EASEMENT

PARKING NOTES:

1. PARKING IS NOT ASSIGNED.
2. PARKING TOTAL IS 40 SPACES.
3. PARKING LOCATION IS FIRST COME FIRST SERVE.



PLAN NORTH  
NOT TO SCALE

**ACCESS & PARKING EASEMENT EXHIBIT**  
WEST SALT LAKE MEDICAL OFFICE BUILDING