

WHEN RECORDED, RETURN TO:

Lehi City
153 North 100 East
Lehi, UT 84043

ENT 60844:2024 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2024 Sep 05 04:51 PM FEE 0.00 BY TM
RECORDED FOR US Title Insurance Agency
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US Title 076255

(Space Above for Recorder's Use)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(Lehi City)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into this 5th day of September, 2024 (the "Effective Date"), by and between MPT OF LEHI-STEWARD, LLC, a Delaware limited liability company ("Grantor"), and LEHI CITY, a political subdivision of the State of Utah ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. Grantor is the owner of that certain real property located at 3000 North Triumph Boulevard, Lehi, Utah, more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Grantor Property"). CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation ("MPT Tenant") is the tenant of the Grantor Property.

B. This Agreement is executed pursuant to that certain Hospital Development Agreement dated as of February 6, 2024, among Grantor, Grantee and certain other parties ("Development Agreement"), pursuant to which Grantee, among other things, agreed to construct the City Improvements and Grantor agreed to provide Grantee with access upon portions of the Grantor Property for the purpose of completing the City Improvements. Capitalized terms not otherwise defined in this Agreement shall have the meaning given in the Development Agreement.

AGREEMENT

NOW, THEREFORE, for and in consideration of the above recitals, the covenants and promises contained in this Agreement and the Development Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a non-exclusive temporary construction easement (the "Easement") in, on, over, through, upon, across and under the Easement Area (defined later) for the purposes of construction, installation, and inspection of the City Improvements (collectively, "Construction Work"), including, without limitation, ingress and egress of construction equipment, vehicles, and machinery, and storage of construction materials in connection with the City Improvements. Grantor may use the Easement Area in any

manner not inconsistent with and which does not unreasonably and materially interfere with the rights and easements granted to Grantee herein. Without limiting the foregoing, Grantee agrees to exercise its rights under this Agreement such that Grantee does not unreasonably interfere with Grantor or MPT Tenant's ability to use the Grantor Property. As used in this Agreement, "**Easement Area**" means those portions of the Grantor Property that are shown on Exhibit B attached hereto. Notwithstanding the foregoing to the contrary, in the event Grantor or MPT Tenant object to any Easement Area, in their reasonable discretion, Grantor or MPT Tenant shall provide written notice to Grantee regarding such objection which objection shall include an alternative Easement Area in which event Grantee shall promptly vacate the objected to Easement Area and relocate to the alternative Easement Area described in the objection. Failure to relocate by Grantee as provided above shall be deemed a material default hereunder. Grantee, and its successors, assigns, employees, contractors, agents, guests, and invitees, shall have the right to enter upon the Easement Area only for the purposes permitted by this Agreement.

2. Term. The Easement shall commence on the Effective Date and shall automatically terminate upon the earlier to occur of (i) completion of the City Improvements; or (ii) two (2) years from the Effective Date ("**Term**").

3. Restoration. Upon completion of its installation and construction of the City Improvements, Grantee, at Grantee's sole cost and expense, shall restore the Easement Area to its original state as nearly as reasonably possible to the condition it was in immediately prior to the commencement of the Construction Work, except as necessarily modified to accommodate the City Improvements. Notwithstanding the foregoing to the contrary and for the avoidance of doubt, Grantee shall repair any damage or destruction, caused by Grantee's entry onto the Easement Area or otherwise as a result of the Construction Work.

4. Insurance. Prior to entering onto the Easement Area, Grantee shall maintain, or shall cause to be maintained, a commercial general liability insurance policy with commercially reasonable limits insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage, occurring on, in, or about the Easement Area and the ways immediately adjoining the Easement Area. Such insurance may be carried under a "blanket" policy or "blanket" policies covering other properties of Grantee, and may be subject to such self-insured retentions as Grantee may desire. Grantee shall provide a certificate of such insurance to Grantor and the MPT Tenant prior to any entry onto the Easement Area. Grantor and MPT Tenant shall have the right to object to any such insurance obtained by Grantee that is inconsistent with this provision. In no event shall the coverage obtained and maintained by Grantee be less than statutory limits for claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts. All such policies shall be kept in full force and effect during all times that the Grantee is performing work in the Easement Area. Grantee shall cause Grantor and MPT Tenant to be named as an additional insured on such policies of insurance (excepting workers'/workmen's compensation). Grantee shall use commercially reasonable efforts to cause its respective contractors to carry insurance policies that comply with the provisions of this Section, including, without limitation, naming the Grantor and MPT Tenant as additional insureds under such policies (excepting workers'/workmen's compensation).

5. Termination. Grantee's rights hereunder shall automatically terminate at the expiration of the Term without further action, demand or notice upon completion of the City Improvements, or upon thirty (30) days' notice provided by Grantor or MPT Tenant for that portion of the Easement Area for which termination is requested, whichever occurs first.

6. Indemnity and Warranty. Grantee's indemnity and warranty obligations with respect to the City Improvements under Section 25(e)(Workmanship; Warranty) and Section 25(f)(Indemnity) of the Development Agreement are hereby incorporated in this Agreement by this reference.

7. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

8. Attorney's Fees. If this Agreement or any provision hereof shall be enforced by an attorney retained by a Party hereto, whether by suit or otherwise, the reasonable fees and costs of the attorney for the prevailing Party shall be paid by the non-prevailing Party, including fees and costs incurred upon appeal or in bankruptcy court.

9. Entire Agreement. This Agreement, together with the Development Agreement and all documents to be delivered in accordance with the Development Agreement, contains the entire agreement of the Parties with respect to the matters covered hereby, and no other agreement, statement, or promise made by any Party, or to any employee, officer, or agent of any Party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

10. Authorization. Each individual executing this Agreement represents and warrants that he or she has been duly authorized to sign, execute, and deliver this Agreement, and that as a result of his or her signature, this Agreement shall be binding upon the Party for which he or she signs.

11. Counterparts. The Parties may sign this Agreement in multiple identical counterparts, all of which taken together shall constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

MPT:

MPT OF LEHI-STEWARD, LLC

By: MPT Operating Partnership, L.P.
Its: Sole Member

By: Kevin Halleran
Kevin Halleran, Authorized Representative

STATE OF ILLINOIS

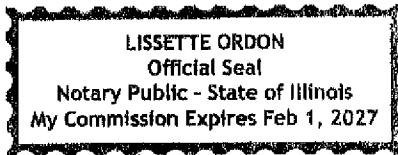
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COUNTY OF COOK

The foregoing instrument was acknowledged before me this 11 day of June 2024 by Kevin Halleran, the Authorized Representative of MPT Operating Partnership, L.P., the Sole Member of MPT Of Lehi-Steward, LLC, who acknowledged to me that the foregoing instrument was executed on behalf of said partnership.

Lisette Ordon

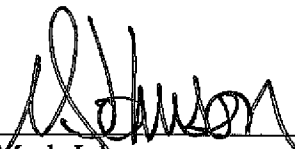
Notary Public



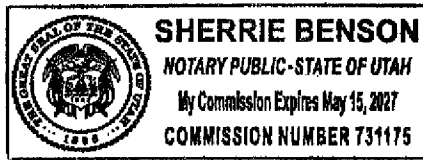
[Signature Page to Temporary Construction Easement Agreement]

GRANTEE:

Lehi City:

By: 
Mark Johnson

Title: Mayor





Notary Public

STATE OF Utah)
):ss
COUNTY OF Utah)

On the 6 day of June, 2024, personally appeared before me, mark johnson who being duly sworn, did say that he is the mayor of Lehi city, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.



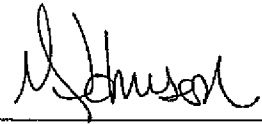

Notary Public

[Signature Page to Temporary Construction Easement Agreement]

GRANTEE:

Lehi City:

Lehi City Corporation

By: 
Mark Johnson

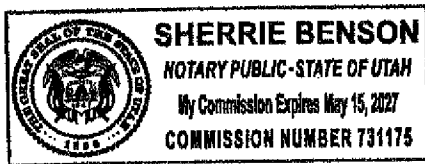
Title: Mayor




Notary Public

STATE OF Utah)
):ss
COUNTY OF Utah)

On the 30 day of May, 2024, personally appeared before me, Mark Johnson, who being duly sworn, did say that he is the Mayor of Lehi city, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.




Notary Public

[Signature Page to Temporary Construction Easement Agreement]

MPT TENANT CONSENT

The undersigned is the current tenant of the Grantor Property described in the foregoing TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (the "Easement"). The undersigned hereby consents to the Agreement and agrees to comply with its terms.

CATHOLIC HEALTH INITIATIVES COLORADO,
a Colorado nonprofit corporation

By: Andrew Gaasch
Name: Andrew Gaasch
Its: Treasurer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF COLORADO)

COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 13 day of May, 2024 by Andrew Gaasch as Treasurer of CATHOLIC HEALTH INITIATIVES COLORADO, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

Signature Bonnie Roper

BONNIE JOANN ROPER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234017563
MY COMMISSION EXPIRES MAY 09, 2027

[Signature Page to Temporary Construction Easement Agreement]

EXHIBIT A

TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Legal Description of the Grantor Property

A parcel of land located in Utah County, Utah and more particularly described as follows:

All of Lot 5, Mountain Point Medical Center Commercial Subdivision – 1st Amendment, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

Parcel No. 46:927:0005

EXHIBIT B
TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

Map of Easement Area

