



**DEVELOPMENT AGREEMENT FOR THE EAST PROJECT**

This DEVELOPMENT AGREEMENT FOR THE EAST PROJECT (this “**Agreement**”) effective as of the date the last Party signs below (the “**Effective Date**”) by and among LEHI CITY, a political subdivision of the State of Utah (“**City**”); SANCTUARY AT LEHI, LLC, a Delaware limited liability company (“**SALT**”); and THE SNF AT THE RIDGE, L.C., a Utah limited liability Company (the “**SNF**”), LEHI POINTE, L.L.C., a Utah limited liability company (“**Lehi Pointe**,” and together with the SNF and SALT, the “**Developers**”). The City, the SNF, SALT, and Lehi Pointe are hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. City, acting pursuant to its authority under Municipal Land Use, Development, and Management Act, Utah Code Ann. §§ 10-9a-101, -803, as amended, and in furtherance of its land use policies, goals, objectives, ordinances, and regulations of Lehi City, in the exercise of its legislative discretion, has elected to approve and enter into this Agreement.

B. SALT owns that certain real property containing approximately 14.27 acres, as more particularly described on Exhibit A attached hereto (the “**SALT Property**”).

C. The SNF owns certain real property containing approximately 4.74 acres, as more particularly described on Exhibit B attached hereto (the “**SNF Property**,” and together with the SALT Property, the “**East Property**”) (each of the SNF Property and the SALT Property is hereinafter referred to individually as the “**Property**”). The Properties are depicted on the map attached hereto as Exhibit C (the “Map”).

D. Subject to the terms and conditions of this Agreement, each Developer desires to develop its Property so that the East Property will be developed as a transit oriented commercial and residential development (the East Property together with all such improvements is hereinafter referred to as the “**East Project**”).

E. A reference made to that certain Hospital Development Agreement by and among Lehi Pointe, MPT of Lehi-Steward, LLC, a Delaware limited liability company (“**Hospital**”), and certain other parties dated March 10, 2022 (the “**Hospital DA**”). Hospital owns approximately 27.19 acres of real property located at 3000 North Triumph Boulevard, Lehi, Utah (the “**Hospital Parcel**”). Pursuant to the Hospital DA, Hospital is required to convey (i) to the City a portion of the Hospital Parcel containing approximately 0.54 acres of land, depicted on the Map as “**Parcel #1**” (“**Parcel #1**”), and a portion of the Hospital Parcel containing approximately 0.28 acres of land, depicted on the Map as “**Parcel #3**” (“**Parcel #3**”), and (ii) to SALT a portion of the Hospital Parcel containing approximately 0.92 acres, depicted on the Map as “**Parcel #4**” (“**Parcel #4**”).

F. The City recognizes that the development of the East Project will result in tangible benefits to the City including better roadway connectivity in the area; and that the East Project may enhance further economic development efforts in the vicinity of the East Property, and the City is therefore willing to enter into this Agreement, subject to the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and provisions set forth herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

1.1 Purpose of Agreement. The purpose of this Agreement is to reduce to writing the respective understandings and agreements of the Parties with regard to the proposed development of the East Project. It is the desire of the respective Parties that development of the East Project proceed in such a manner as to benefit the residents of the City as well as Developers. This Agreement contains certain requirements for land use and development of the East Project in addition to those contained in the Lehi City Development Code (as amended, the “Code”), City ordinances, design standards, rules and regulations of the City governing the development of real property within the City as of the Effective Date (collectively, the “Ordinances”).

1.2 Description of the East Project. Developers intend to develop their respective Properties so that the East Property will be developed as a Transit Oriented Development Zone (“TOD”) project consisting of no more than 527 stacked residential units. The East Property is currently located in a Transit Oriented Development Land Use Designation on the General Plan Land Use Map. Notwithstanding the City’s current adopted resolution that placed a temporary hold on all applications related to TODs, City agrees to proceed with consideration of Developers’ respective applications for development of the East Property as a TOD (“TOD Zone Change”). All development of the East Property shall comply with the standards and approval procedures for TOD found in Chapter 38 of the Code and all other applicable Ordinances.

1.3 Water Rights. Prior to scheduling a pre-construction meeting for the East Project, SALT shall contribute 237.15 acre feet of culinary water rights (in addition to the standard culinary and irrigation water rights that are still due for commercial development) that are required for any multi-family residential development on the SALT Property per Section 27.070 of the Code. The additional 237.15 acre feet of culinary water rights are for the 527 residential units identified in Section 1.2 above.

1.4 Required Project Plans. The required plans for each Property shall include all applicable improvements required by this Agreement and the Ordinances and construction standards of the City.

1.5 Construction of New Roadway. The Parties acknowledge that the City’s consultant, Ryan Hales Engineering, has completed a roadway study for the development area which will be provided to the City with the TOD Zone Change application (the “Roadway Study”). The City shall install the asphalt two-lane two-way road (“Loop Road”) east of the Hospital Parcel that extends from Triumph Boulevard to the proposed Utah Transit Authority (“UTA”) transit station and then down to the existing termination of Sandalwood Drive as shown on the Map. As part of construction of the Loop Road, the City shall provide additional curb cuts accessing the Hospital Parcel in approximately the locations shown on the Map. The Loop Road shall be constructed by the City in accordance with the specifications in the Roadway Study and the City standards for

public roads. Said road shall be a public road maintained by the City following completion. The City's construction of the Loop Road does not include utility extensions that are necessary for the development area. The City will complete the construction of the Loop Road prior to (such date is the "**Road Construction Deadline**"): (i) a certificate of occupancy being issued by Lehi City for any multi-family residential units in the East Project or (ii) January 1, 2023, whichever occurs first. If right-of-way acquisition is delayed, the Road Construction Deadline will be reasonably extended by the parties. The City shall be responsible for all Loop Road costs, including, without limitation, engineering, design, utility requirements, construction, grading, landscaping, maintenance, repairs, administration, and other costs. The final Loop Road design, including, without limitation, the location and elevation to facilitate future development of the East Project, shall be subject to the prior written approval of each Developer, which approval shall not be unreasonably withheld.

1.6 Graded Pad. The City shall (i) export excess dirt materials from the Loop Road construction to the location shown on the Map as "Graded Pad" ("**Graded Pad**") and (ii) grade the Graded Pad so that it will become a new graded, compacted and certified building pad (~50,000 sf). All such grading activities shall be completed by the Road Construction Deadline.

1.7 Contribution toward Loop Road Costs. To allow the City's compliance with Section 1.5, above, each Developer covenants to pay to the City condemnation award proceeds actually received from the Utah Department of Transportation ("**UDOT**") in connection with the following lawsuits (i) UDOT vs Rendezvous Mountain Holdings (Case No. 180400563) and (ii) UDOT vs Lehi Pointe, LLC and Ball Ventures, LLC (Case No. 180100046) (collectively, "**Condemnation Proceeds**"). Following the Loop Road being put into service and accepted by the City as a public road, each Developer will pay to the City its share of the Condemnation Proceeds that such Developer actually received from UDOT. The Parties anticipate that UDOT will pay Developers the following estimated Condemnation Proceeds to Developers as follows:

To Lehi Pointe: \$500,000 in Condemnation Proceeds for the "Old UDOT Parcel" shown on the Map, and \$500,000 in matching UDOT funds if Condemnation Proceeds are used for Loop Road construction.

To SALT: \$100,000 in Condemnation Proceeds for a portion of the SALT Parcel which is labeled as "SALT Condemned Parcel" on the Map, and \$100,000 in matching UDOT funds if Condemnation Proceeds are used for Loop Road construction.

In addition to Condemnation Proceeds, Lehi Pointe shall provide to Lehi City \$400,000 in transportation impact fee certificates that were previously paid for road improvements. Lehi City can only utilize these funds for road improvements that benefit the entire region. Lehi City will work with Lehi Pointe to transfer to or pay out and receive cash back for the impact fee certificates.

1.8 Conveyance of Real Property for Loop Road.

(a) Pursuant to the Hospital DA, Hospital will convey Parcel #1, Parcel #3 and Parcel #5 to the City by a quitclaim deed, which deed will be in substantially the form attached hereto as Exhibit D ("**Hospital Deed**") prior to scheduling a pre-construction meeting for the East Project.

(b) Simultaneous with the conveyance described in subsection (a) above, Lehi Pointe shall convey to the City, by a quitclaim deed, which deed will be in substantially the form attached

hereto as Exhibit D-1 (“**UTA Deed**”), a portion of the Lehi Pointe Property comprised of approximately 4.25 acres in the northeast corner of the East Project (“**UTA Parcel**”) for the City’s use to negotiate a future land exchange with UTA for the additional property (“**UTA Additional Property**”) for the construction of the Loop Road. The UTA Parcel is depicted on the Map.

(c) The transfer of the UTA Additional Property must be approved by the UTA Board of Commissioners prior to scheduling a pre-construction meeting on the East Project. The UTA Additional Property must be deeded to Lehi City prior to issuance of a Certificate of Occupancy for any units in the East Project.

Notwithstanding anything to the contrary contained in this Agreement, Developers shall not be deemed to guarantee or warrant that Hospital will, in fact, convey the properties described in subsection (a) above to the City, and no Developer shall be in default under this Section 1.8 if Hospital fails to convey the applicable property to the City. If the Hospital fails to convey the properties as described in subsection (a) above to the City, this agreement shall automatically terminate by its own terms and shall be of no further force or effect.

1.9 Land Reserved for Future TOD Site Location (Purchase Option). The Map shows the location of the proposed UTA TOD Transit Station. Provided that Hospital has conveyed Parcel #4 to SALT pursuant to the Hospital DA, SALT will grant the City or UTA an option to purchase Parcel #4 at a fair market price, which purchase option will be described in a mutually acceptable option agreement. The purchase option will expire in 2032.

Notwithstanding anything to the contrary contained in this Agreement, SALT shall not be deemed to guarantee or warrant that Hospital will, in fact, convey the Parcel #4 to SALT, and SALT shall not be in default under this Section 1.9 if Hospital fails to convey Parcel #4 to SALT. If the Hospital fails to convey the Parcel #4 to the City, this agreement shall automatically terminate by its own terms and shall be of no further force and effect.

1.10 Approval of Agreement. As a condition precedent to the obligations of the Parties hereunder, this Agreement is contingent upon and shall only become effective at such time, and in the event that, the City Council, in the independent exercise of its legislative discretion elects to approve the TOD Zone Change. This Agreement is not intended to and does not affect or in any way bind or supersede the independent exercise of legislative discretion by the City Council in deciding whether to approve or deny the TOD Zone Change.

1.11 Covenant Running with the Land. This Agreement constitutes a covenant running with the land and shall be recorded against the East Property.

1.12 Interpretation. The modifications outlined in the Agreement shall supersede the Code. The Code shall be the default when a code provision is not specifically outlined in this Agreement.

1.13 No Other Payments or Contributions. Except as otherwise provided in Sections 1.7, 1.8 and 1.9 above, no other payments, contributions, or other financial assurances will be required by the City in connection with Loop Road construction.

## ARTICLE 2

2.1 **Breach and Cure.** Any material failure by any Party to perform any term or provision of this Agreement, which breach continues uncured for a period of thirty (30) days following written notice of such failure from the non-defaulting Party, unless such period is extended by written mutual consent, shall constitute a default under this Agreement. Any notice given pursuant to the preceding sentence shall specify the nature of the alleged breach and, where appropriate, the manner in which said breach satisfactorily may be cured. If the nature of the alleged breach is such that it cannot reasonably be cured within such 30-day period, then the commencement of the cure within such time period, and the diligent prosecution to completion of the cure thereafter, shall be deemed to be a cure within such 30-day period. Upon the occurrence of an uncured breach or default under this Agreement, the non-defaulting Party may institute legal proceedings to enforce the terms of this Agreement at law or in equity.

## ARTICLE 3

3.1 **No Agency, Joint Venture or Partnership.** It is specifically understood and agreed to by and among the Parties that this Agreement does not create any form of agency relationship, joint venture, or partnership expressed or implied between them.

3.2 **Severability.** If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a particular situation, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms and provisions of this Agreement, or the application of this Agreement to other situations, shall continue in full force and effect unless amended or modified by mutual consent of the Parties.

3.3 **No Joint Obligations.** Each Developer is liable for only its own obligations under this Agreement and the Developers shall have no joint liability under this Agreement. For the avoidance of doubt, if one Developer breaches the terms of this Agreement, the other Developer shall not be responsible for curing such breach.

3.4 **Other Necessary Acts.** Each Party shall execute and deliver to the other any further instruments and documents as may be reasonably necessary to carry out the objectives and intent of this Agreement.

3.5 **Construction/Interpretation.** The Parties acknowledge that each has had the opportunity to have this Agreement reviewed and revised by legal counsel and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

3.6 **Other Miscellaneous Terms.** The singular shall include the plural; the masculine gender shall include the feminine; "shall" is mandatory; "may" is permissive.

3.7 **Waiver.** No action taken by any Party shall be deemed to constitute a waiver of compliance by such Party with respect to any representation, warranty, or condition contained in this Agreement. Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver by such Party of any subsequent breach, except as outlined in Article 4.1 above.

3.8 Utah Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

3.9 Covenant of Good Faith and Fair Dealing. Each Party shall use its best efforts and take and employ all necessary actions in good faith consistent with this Agreement to ensure that the rights secured by the other Parties through this Agreement can be enjoyed.

3.10 Representations. Each Party hereby represents and warrants to the other Parties that the following statements are true, complete and not misleading as regards the representing warranting Party:

(a) Such Party is duly organized, validly existing and in good standing under the laws of the state of its organization.

(b) Such Party has full authority to enter into this Agreement and to perform all of its obligations hereunder. The individual(s) executing this Agreement on behalf of such Party do so with the full authority of the Party that those individual(s) represent.

(c) This Agreement constitutes the legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to the rules of bankruptcy, moratorium and equitable principles.

3.11 No Third-Party Beneficiaries. This Agreement is between the City and the Developers. No other party shall be deemed a third-party beneficiary or have any rights under this Agreement.

3.12 Force Majeure. No liability or breach of this Agreement shall result from delay in performance or nonperformance caused, directly or indirectly, by circumstances beyond the reasonable control of the Party affected, including, but not limited to, fire, extreme weather, terrorism, explosion, flood, war, power interruptions, the act of other governmental bodies, accident, labor trouble or the shortage or inability to obtain material, service, personnel, equipment or transportation, failure of performance by a common carrier, failure of performance by a public utility, or vandalism.

3.13 Notices.

Any notice or communication required hereunder between the parties must be in writing, and may be given either personally or by registered or certified mail, return receipt requested. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (i) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (ii) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Any Party may at any time, by giving ten (10) days written notice to the other Parties, designate any other address to which notices or communications shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to the City:

The Honorable Mayor Mark Johnson  
Lehi City  
153 North 100 East  
Lehi, UT 84043

With Copies to:  
Ryan Wood  
Lehi City Attorney  
153 North 100 East  
Lehi, UT 84043

If to Lehi Pointe:

Lehi Pointe, L.L.C.  
Gary Howland  
9450 South Redwood Road  
South Jordan, Utah 84095

With Copies to:  
Jeffrey E. Matson  
Bennett Tueller Johnson & Deere, LLC  
3165 E. Millrock Dr., Suite 500  
Salt Lake City, Utah 84121

If to SALT:

SANCTUARY AT LEHI, LLC  
Brian Hobbs  
205 N 400 W, Ste 300  
Salt Lake City, Utah 84103

With Copies to:  
Leeza Evensen  
Snell & Wilmer L.L.P.  
Gateway Tower West  
15 West South Temple, Suite 1200  
Salt Lake City, Utah 84101

3.14 Entire Agreement, Counterparts and Exhibits.

Unless otherwise noted herein, this Agreement is the final and exclusive understanding and agreement of the Parties and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement shall be in writing and signed by the appropriate authorities of City and

Developer. The exhibits attached hereto and hereby incorporated into and made a part of this Agreement. The following exhibits are attached to this Agreement and incorporated herein for all purposes:

Exhibit A – Legal Description of SALT Property

Exhibit B – Legal Description of Lehi Pointe Property

Exhibit C – Map

Exhibit D – Hospital Deed

Exhibit D-1 – UTA Deed

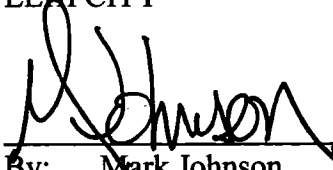
*[Signature page follows]*




IN WITNESS WHEREOF, this Agreement has been entered into by and between City and Developers as of the date the last party signs below.

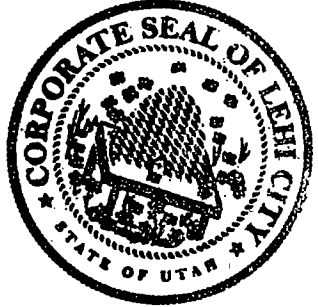
**CITY:**

LEHI CITY

  
By: Mark Johnson  
Its: Mayor  
Date: 3/10/22

ATTEST:

  
Teisha Wilson  
City Recorder



STATE OF UTAH                    )  
  SS:  
COUNTY OF Utah            )

The foregoing instrument was acknowledge before me this 10 day of March, 2022 by Mark Johnson, who executed the foregoing instrument in his capacity as the Lehi City Mayor and Teisha Wilson, who executed the foregoing instrument in her capacity as the Lehi City Recorder.



  
Notary Public

**LEHI POINTE:**

LEHI POINTE, L.L.C., a Utah limited liability company

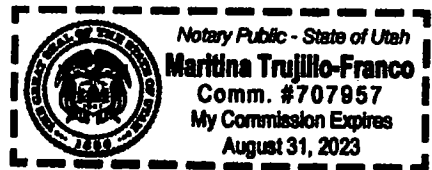
BY: HOWLAND PARTNERS, INC., a Utah corporation, its Manager

By: *Gary L. Howland*  
Gary L. Howland, Chief Executive Officer

STATE OF UTAH            )  
  ):ss  
COUNTY OF SALT LAKE )

On the 23<sup>rd</sup> day of February, 2021<sup>22</sup>, personally appeared before me, Gary L. Howland, who being duly sworn, did say that he is the Chief Executive Officer of Howland Partners, Inc., a Utah corporation, the Manager of Lehi Pointe, L.L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

*Martina Trujillo-Franco*  
Notary Public



**SNF:**

THE SNF AT THE RIDGE, L.C., a Utah limited liability company

BY: HOWLAND PARTNERS, INC., a Utah corporation, its Manager

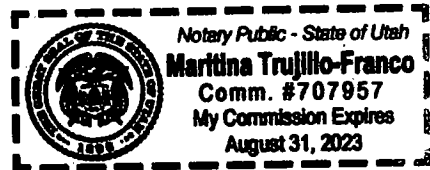
By: *[Signature]*  
Gary L. Howland, Chief Executive Officer

STATE OF UTAH )  
):ss

COUNTY OF SALT LAKE )

On the 20<sup>th</sup> day of February, 2021<sup>22</sup>, personally appeared before me, Gary L. Howland, who being duly sworn, did say that he is the Chief Executive Officer of Howland Partners, Inc., a Utah corporation, the Manager of The SNF at the Ridge, L.C., a Utah limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

*[Signature]*  
Notary Public



SALT:

SANCTUARY AT LEHI, LLC, a Delaware limited liability company

By: Rock SALT II, LLC, a Delaware limited liability company

By: [Signature]  
Thomas Vegh, Manager

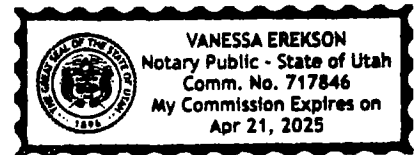
By: [Signature]  
Brian Hobbs, Manager

STATE OF UTAH )  
 ) :ss  
COUNTY OF SALT LAKE )

On the 22 day of February, <sup>2022</sup>2021, personally appeared before me, Thomas Vegh, who being duly sworn, did say that he is Manager of Rock SALT II, LLC, a Delaware limited liability company, the Manager of Sanctuary at Lehi, LLC, a Delaware limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

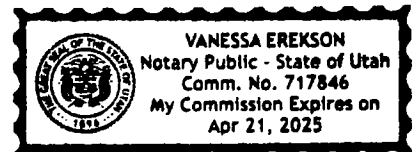
[Signature]  
Notary Public

STATE OF UTAH )  
 ) :ss  
COUNTY OF SALT LAKE )



On the 23 day of February, <sup>2022</sup>2021, personally appeared before me, Brian Hobbs, who being duly sworn, did say that he is Manager of Rock SALT II, LLC, a Delaware limited liability company, the Manager of Sanctuary at Lehi, LLC, a Delaware limited liability company, and that said instrument was duly authorized by the limited liability company and signed in behalf of said limited liability company.

[Signature]  
Notary Public



**Exhibit A**  
**Legal Description of SALT Property**

For reference only: Tax Parcel No.: 66:910:0001 and 66:910:0005

LOT 1, SANCTUARY SUB AREA 9.797 AC.

PART LOT 2, SANCTUARY SUB DESCRIBED AS FOLLOWS; COM N 437.62 FT & W 2315.62 FT FR SE COR. SEC. 31, T4S, R1E, SLB&M.; N 89 DEG 34' 49" E 283.14 FT; ALONG A CURVE TO L (CHORD BEARS: N 63 DEG 55' 0" E 114.34 FT, RADIUS = 131.93 FT); N 38 DEG 15' 11" E 77.36 FT; ALONG A CURVE TO R (CHORD BEARS: N 55 DEG 19' 46" E 97.81 FT, RADIUS = 165.1 FT); N 72 DEG 24' 22" E 13.8 FT; S 17 DEG 35' 38" E 9.9 FT; ALONG A CURVE TO L (CHORD BEARS: S 20 DEG 57' 30" E 77.74 FT, RADIUS = 808.21 FT); ALONG A CURVE TO R (CHORD BEARS: S 0 DEG 1' 23" E 29.05 FT, RADIUS = 36.04 FT); ALONG A CURVE TO L (CHORD BEARS: S 11 DEG 21' 26" W 28.38 FT, RADIUS = 66.49 FT); ALONG A CURVE TO R (CHORD BEARS: S 21 DEG 53' 8" W 28.07 FT, RADIUS = 36.1 FT); S 44 DEG 49' 42" W 50.44 FT; S 41 DEG 8' 51" W 62.3 FT; S 44 DEG 49' 43" W 595.04 FT; ALONG A CURVE TO R (CHORD BEARS: S 78 DEG 53' 56" W 44.81 FT, RADIUS = 40.01 FT); N 44 DEG 35' 6" W 111.06 FT; N 45 DEG 27' 52" E 24.26 FT; ALONG A CURVE TO L (CHORD BEARS: N 22 DEG 31' 20" E 158.06 FT, RADIUS = 202.83 FT); N 0 DEG 25' 11" W 263.26 FT TO BEG. AREA 4.028 AC.

**Exhibit B**  
**Legal Description of the SNF Property**

SNF Parcel:

Commencing at a fence intersection, said point being North 297.23 feet & West 2.79 feet from the 1/4 corner common to the South 1/4 corner of Section 31, Township 4 South, Range 1 East, & the North 1/4 corner of Section 6, Township 5 South, Range 1 East, Salt Lake Meridian; and running thence North 00°13' West along said fence line 429.99 feet; thence North 89°35'38" East 350 feet; thence South 00°13' West 547.10 feet; thence 162.37 feet along the arc of 202.75 foot RADIUS CURVE to the Right (CHORD BEARING is South 22°43'30" West 158.06 feet); thence South 45°40' West 25 feet; thence North 44°20" West along said fence line 388.50 feet to the point of commencement.

Parcel No. 11:032:0047

**Exhibit C**  
**Map**

See Exhibit C dated 1/3/22 (three pages)

"UTA" Parcel  
Howland Partners, Inc.

**Exhibit C**  
**Map (1/3)**  
**Dated 1/3/22**

Hospital Parcel

Future UTA TOD Transit  
Station

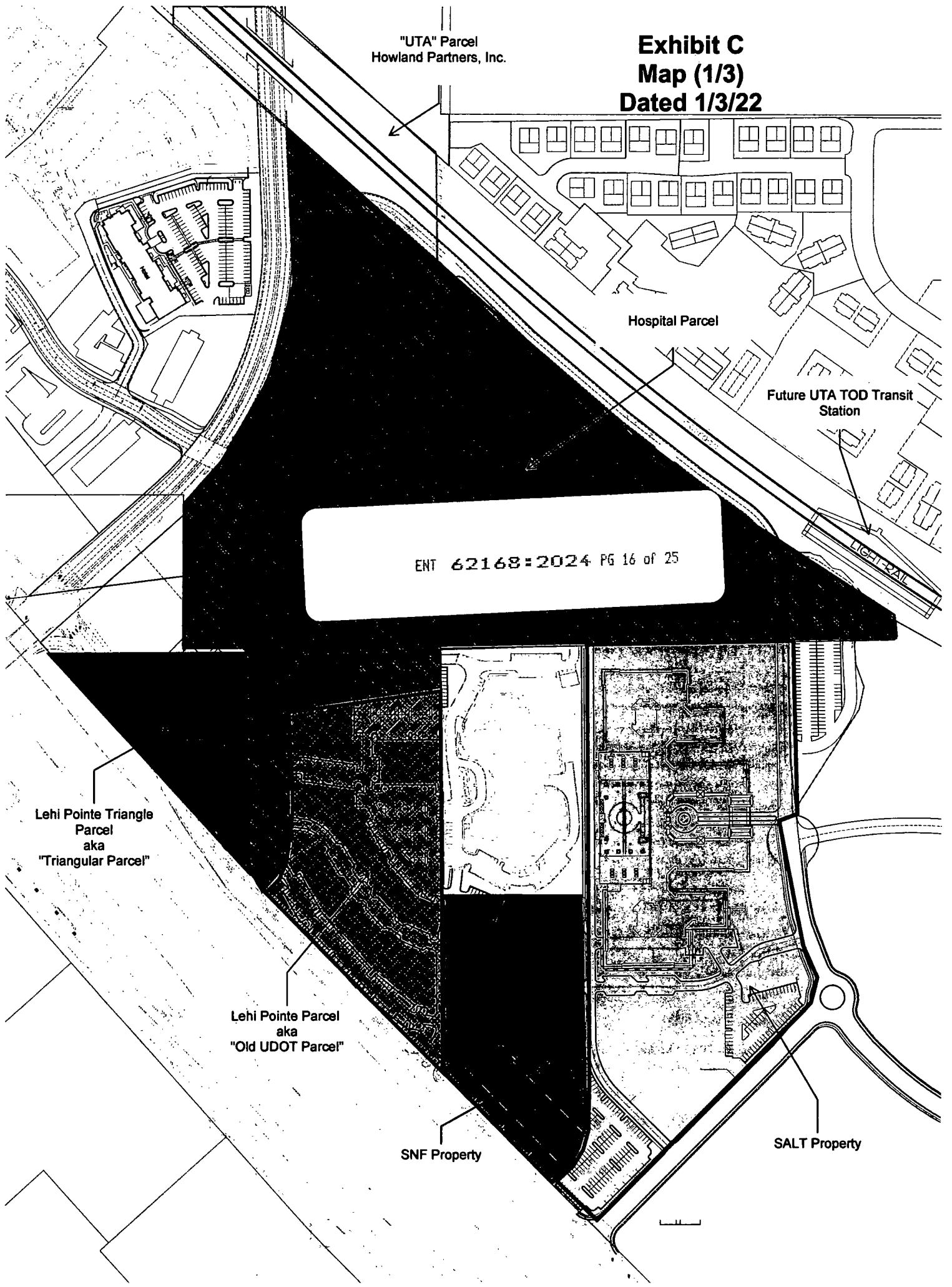
ENT 62168:2024 PG 16 of 25

Lehi Pointe Triangle  
Parcel  
aka  
"Triangular Parcel"

Lehi Pointe Parcel  
aka  
"Old UDOT Parcel"

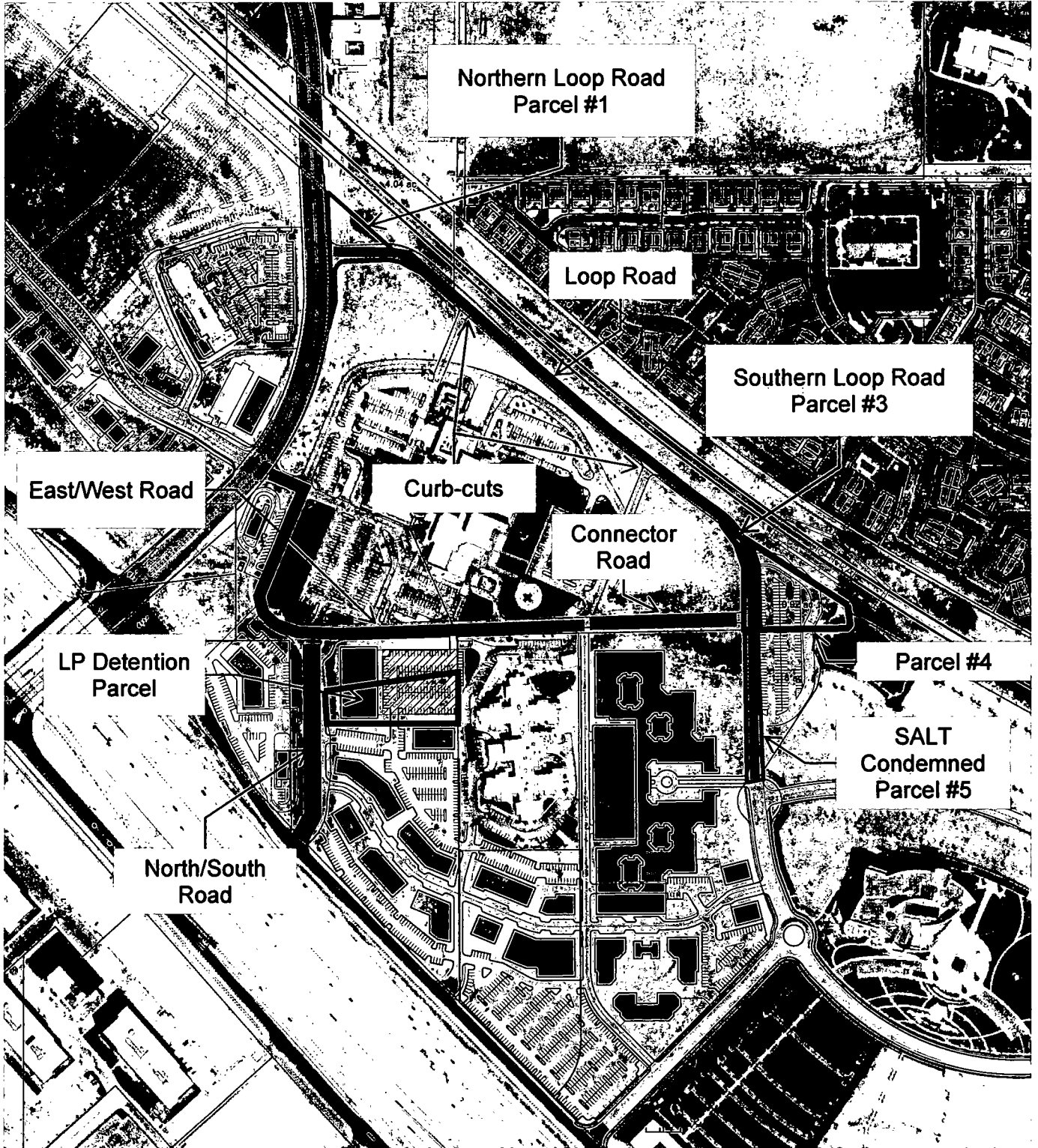
SNF Property

SALT Property

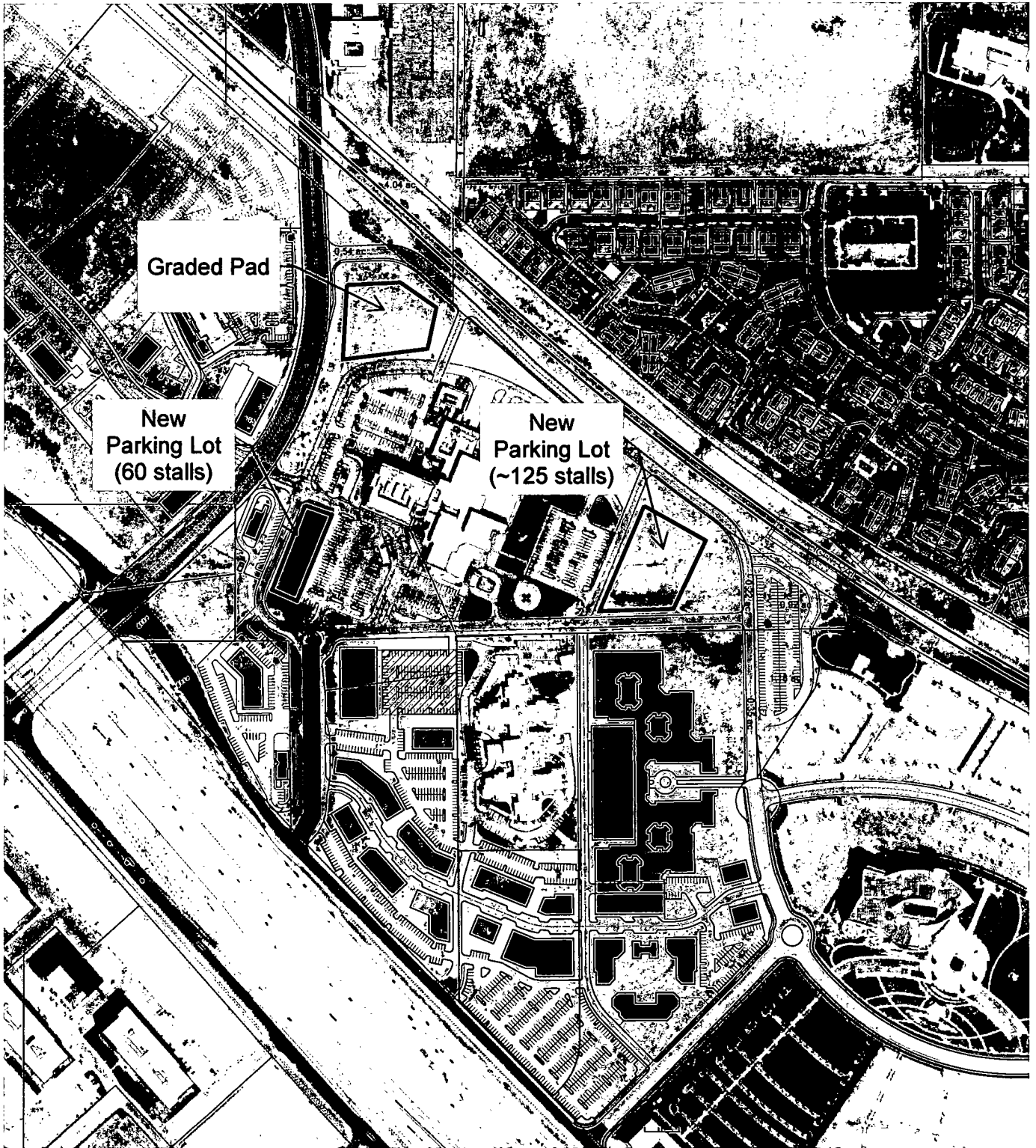




# Exhibit C (2/3)



**SALT**  
DEVELOPMENT



**Exhibit D**  
**Hospital Deed**

MAIL TAX NOTICE TO:

Lehi City  
153 North 100 East  
Lehi, UT 84043  
US Title 076255

ENT 60843:2024 PG 1 of 5  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Sep 05 04:51 PM FEE 0.00 BY LM  
RECORDED FOR US Title Insurance Agency  
ELECTRONICALLY RECORDED

Portion of  
Parcel Nos.: 46-927-0005

**SPECIAL WARRANTY DEED**

**MPT OF LEHI-STEWARD, LLC**, a Delaware limited liability company, of c/o Medical Properties Trust, Inc., 1000 Urban Center Drive, Suite 501, Birmingham, Alabama 35242, as Grantor, does hereby grant and convey to **LEHI CITY**, a political subdivision of the State of Utah, of 153 North 100 East, Lehi, UT 84043, as Grantee, for the sum of Ten Dollars and other good and valuable consideration, the following described tract(s) of land in Utah County, State of Utah (the "Property"), together with all improvements and fixtures thereon and all rights and privileges appurtenant thereto:

SEE LEGAL DESCRIPTION ON EXHIBIT A ATTACHED HERETO.

Grantor hereby binds itself to warrant and defend the title to the Property, as against all acts of Grantor herein and none other, subject to the exceptions contained on Exhibit A attached hereto.

WITNESS, the hand of said Grantor, this 11 of June 2024.

*[Signature and Acknowledgement Follow]*

**GRANTOR:**

**MPT OF LEHI-STEWARD, LLC,**  
a Delaware limited liability company

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

By: Kevin Halleran  
Name: Kevin Halleran  
Title: Authorized Representative

STATE OF ILLINOIS

: ss.

COUNTY OF COOK

The foregoing instrument was acknowledged before me this 11 day of June, 2024, by Kevin Halleran as Authorized Representative of MPT Operating Partnership, L.P., the Sole Member of MPT of Lehi-Steward, LLC, a Delaware limited liability company, on behalf of such partnership.



Lisette Ordon  
NOTARY PUBLIC

[Signature Page to Special Warranty Deed]

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

That certain real property situated in the County of Utah, State of Utah, more particularly described as follows:

A part of the Northwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at the intersection of the East line of Triumph Boulevard and the Southwesterly line of a Railroad right-of-way said point being 778.46 feet North 0°01'07" West along the Section line and 1336.74 feet East and 1246.50 feet South 48°38'40" East along the Southwesterly right-of-way line of a railroad to said East line of Triumph Boulevard from the West Quarter corner of said Section 31; and running thence South 48°38'40" East 571.96 feet; thence North 60°37'15" West 85.12 feet to a point on a non-tangent curve to the left having a radius of 569.00 feet; thence along said arc a distance of 327.09 feet, Central Angle equals 32°56'10" and Long Chord bears North 73°12'02" West 322.60 feet to a point of non-tangency; thence South 44°46'02" West 32.84 feet to a point on a non-tangent curve to the right having a radius of 877.00 feet; thence along said arc a distance of 103.88 feet, Central Angle equals 06°47'12" and Long Chord bears South 02°35'47" West 103.82 feet to a point of non-tangency; thence South 16°18'13" West 95.77 feet to a point on a non-tangent curve to the left having a radius of 865.00 feet; thence along said arc a distance of 222.36 feet, Central Angle equals 14°43'44" and Long Chord bears North 04°52'43" East 221.75 feet to a point of non-tangency; thence North 02°29'08" West 241.14 feet to the POINT OF BEGINNING.

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Containing 41,985 square feet or 0.9638 acres, more or less.

Basis of Bearing is North 0°01'35" West from the Southwest corner of said Section 31 to the West Quarter corner of said Section 35.

AND

A part of the Southeast Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian:

Beginning at a point on the Southwesterly line of a Railroad right-of-way said point being 778.46 feet North 0°01'07" West and 1336.74 feet East to the said Railroad right-of-way line and two (2) courses along said line, 2144.84 feet South 48°38'40" East and Southeasterly along the arc of a 5830.00 foot radius curve to the left 536.742 feet (Central Angle is 5°16'30" and Long Chord bears South 51°16'55" East 536.552 feet) from the West Quarter Corner of said Section 31; and running thence Southeasterly along the arc of a 5830.00 foot radius curve to the left 136.87 feet (Central Angle is 1°20'42" and Long Chord bears South 54°35'31" East 136.865 feet); thence Southerly along the arc of a 314.00 foot radius curve to right 147.34 feet (Central Angle is 26°53'05" and Long Chord bears South 14°38'16" East 145.99 feet); thence South 1°11'44" East 111.65 feet to the North line of Lot 3 Lehi Botanical Subdivision, Amended Lehi Industrial Park Plat "A", Lehi City, Utah County, Utah; thence South 88°59'38" West 42.00 feet along the

North line of Lot 3 and Lot 2 of said subdivision; thence North  $1^{\circ}11'44''$  West 60.81 feet; thence North  $43^{\circ}24'30''$  East 12.82 feet; thence North  $1^{\circ}11'44''$  West 41.57 feet; thence Northerly along the arc of a 281.00 radius foot curve to the left 258.58 feet (Central Angle is  $52^{\circ}43'26''$  and Long Chord bears North  $27^{\circ}33'27''$  West 249.55 feet) to the point of beginning.

Contains 10,264 Square Feet or 0.2356 Acres.

Basis of Bearing is North  $0^{\circ}01'35''$  West from the Southwest corner of said Section 31 to the West Quarter corner of said Section 31.



**Economic  
Development**

Office 385.201.2278  
Cell 801.719.8234  
Meldred@lehi-ut.gov  
153 North 100 East  
Lehi, UT 84043  
lehi-ut.gov

September 5, 2024

Utah County Recorder's Office  
100 East Center Street  
Provo, UT 84606

**Re: Lehi City Purchase of Property**

The following entity is providing a Deed to Lehi City for property being purchased or donated.

MPT of Lehi-Steward, LLC, a portion of the Northwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian.

You are authorized to record the signed Deed from US Title , a Title Insurance Agency.

If you have any questions or concerns, please contact Marlin Eldred, Economic Development Director at meldred@lehi-ut.gov or 801-719-8234.

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Sincerely,

A handwritten signature in black ink, appearing to read 'Marlin Eldred', is written over a horizontal line.

Marlin Eldred  
Economic Development Director, Lehi City



**Exhibit D-1  
UTA Deed**