

THIS INSTRUMENT PREPARED BY:  
Bass, Berry & Sims PLC (MSP)  
150 Third Avenue South  
Suite 2800  
Nashville, Tennessee 37201

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (the "**Agreement**") is made and entered into as of the 28<sup>th</sup> day of September, 2015, by and between SEABOARD DEVELOPMENT, LLC, a Utah limited liability company (the "**Hospital Tract Owner**"), and LEHI POINTE MOB, LLC, a Utah limited liability company (the "**MOB Tract Owner**").

### RECITALS

A. The Hospital Tract Owner is the owner of real property consisting of approximately 27.211 acres of land located in the City of Lehi, County of Utah, State of Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "**Hospital Tract**"); and

B. The MOB Tract Owner has acquired from the Hospital Tract Owner, and now is the owner of, real property consisting of a single tract of land containing approximately 0.566 acres of land located in the City of Lehi, County of Utah, State of Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by this reference ("**MOB Tract**"; the Hospital Tract and the MOB Tract being sometimes hereinafter collectively referred to as the "**Tracts**"); and

C. The Hospital Tract has been improved by the Hospital Tract Owner with a hospital and related facilities known as Mountain Point Medical Center, a campus of Jordan Valley Medical Center, and the MOB Tract has been improved by the Hospital Tract Owner with a medical office building and related facilities (the "**MOB**"). The MOB Tract Owner intends to lease the MOB Tract and the MOB to Jordan Valley Medical Center, LP, a Delaware limited liability company, an affiliate of the Hospital Tract Owner. The Hospital Tract and the MOB Tract are located adjacent to each other; and

D. Hospital Tract Owner desires to impose certain easements upon portions of the Hospital Tract for the benefit of the MOB Tract and the parties hereto desire to establish certain covenants, conditions and restrictions with respect to such portions of the Hospital Tract, for the mutual and reciprocal benefit and complement of the Hospital Tract and the MOB Tract and the present and future owners and occupants thereof, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Hospital Tract Owner and the MOB Tract Owner hereby covenant and agree as follows:

**AGREEMENTS**

1. **Definitions.**

- 1.1. The term "**Driveways**" shall mean the driveways and internal roadways on the Hospital Tract and related driveway improvements, paving, curbing, drainage pipes, drainage inlets, sidewalks, vehicular entrances and exits, now existing or as hereafter constructed on the Hospital Tract.
- 1.2. The term "**Owner**" or "**Owners**" shall mean the Hospital Tract Owner (as to the Hospital Tract) and the MOB Tract Owner (as to the MOB Tract) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.
- 1.3. The term "**Tract**" or "**Tracts**" shall mean each separately identified tract, parcel or portion of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit A and Exhibit B hereof, that is, the Hospital Tract and the MOB Tract, and any existing or future subdivisions thereof.
- 1.4. The term "**Permittees**" shall mean the tenant(s) or occupant(s) of a Tract, and the respective tenants, employees, agents, contractors, customers, patients, invitees, and licensees of (i) the Owner of such Tract, and/or (ii) such tenant(s) or occupant(s).

2. **Easements.**

- 2.1. **Grant of Easements.** Subject to any express conditions, limitations or reservations contained herein, the Hospital Tract Owner hereby grants, establishes, covenants and agrees that the MOB Tract, MOB Tract Owner and Permittees of the MOB Tract, shall be benefited by the following nonexclusive and perpetual easements, which are hereby imposed upon the Hospital Tract and all present and future Owners and Permittees of the Hospital Tract by this Agreement as follows:
  - 2.1.1. An easement for reasonable access, ingress, and egress over all Driveways as presently or hereafter constructed on the Hospital Tract, so as to provide for the passage of motor vehicles and pedestrians between improved portions of the Hospital Tract intended for such purposes and the MOB Tract, and to and from all abutting streets or rights-of-way furnishing access to the Tracts; and

2.1.2. An easement for parking of motor vehicles over the paved and striped parking areas presently or hereafter constructed on the Hospital Tract so as to provide parking within such areas on the Hospital Tract for the benefit of the MOB Owner and Permittees of the MOB Tract; provided however, such easement shall not include parking areas reasonably reserved for particular uses or persons, i.e., parking areas or spaces reserved for handicapped parkers (unless the person parking in such space is handicapped) or for physicians, administrators, nurses or other staff, or for similar or related persons and/or uses; and provided further, such parking shall be subject to rules and regulations imposed by the Hospital Tract Owner so long as such rules and regulations are reasonable and are generally consistent with rules and regulations imposed by the Hospital Tract Owner with respect to other parking areas within the Hospital Tract that are similarly situated; and provided further, in the event the Hospital Tract Owner hereafter develops one or more portions of the Hospital Tract as an expansion of the hospital or as a medical office building or any other non-hospital use, or sells or ground leases one or more portions of the Hospital Tract to any third party for development and use as a medical office building or any other non-hospital use, then notwithstanding any provision herein to the contrary, the easement for parking granted pursuant to this Paragraph 2.1.2 for the benefit of the MOB Tract Owner and Permittees of the MOB Tract Owner shall automatically terminate as to such portions of the Hospital Tract so developed or conveyed or ground leased to such third parties as are to be utilized for the footprint for the building or buildings to be constructed thereon and for adjacent areas to such building footprint as are to be utilized for pedestrian and landscape purposes. The number of parking spaces available on the Hospital Tract for the use and benefit of the MOB Tract, MOB Tract Owner and Permittees of the MOB Tract pursuant to the easement granted in this Section 2.1.2 shall at all times be sufficient so as to provide the minimum number of parking spaces to serve the MOB as required by applicable law.

2.2. **Maintenance of Driveways and Parking Areas.** The Hospital Tract Owner shall be responsible for the costs of reconstructing, repaving and otherwise maintaining the Driveways and parking areas that occupy the Hospital Tract as necessary to maintain such improvements in good order, condition and repair; provided, however, the MOB Tract Owner shall reimburse the Hospital Tract Owner for 31% of the costs and expenses incurred by Hospital Tract Owner in performing such obligations. The Hospital Tract Owner shall submit to the MOB Tract Owner invoices for such work performed from time to time with respect to the Hospital Tract. The MOB Tract Owner shall be responsible for paying such invoices within thirty (30) days of a receipt of each invoice setting forth the costs incurred by the Hospital Tract Owner. The standards and methods used to design and/or redesign, rebuild, and reconstruct the pavement and roadway base of the Driveways and parking areas shall meet or exceed all requirements of applicable laws, ordinances, rules, regulations and building codes. In connection therewith,

MOB Tract Owner hereby grants to Hospital Tract Owner a temporary easement for construction, reconstruction and maintenance over any area of the MOB Tract so as to enable Hospital Tract Owner to perform its obligations hereunder with respect to the Hospital Tract and to enjoy the rights and facilitate the performance of the obligations of Hospital Tract Owner provided herein.

- 2.3. **Fence, Curbing, Etc.** Neither Owner shall be permitted to maintain a fence, curbing, landscaping, or other improvements along the boundary lines between the Tracts that would interfere with access between the Tracts provided for in this Agreement. Any such improvements not prohibited by the preceding sentence may be permitted but only in accordance with all applicable laws, rules, ordinances, and other governmental authority.
- 2.4. **Utilities Easements.** The MOB Tract Owner shall have the right to enter into agreements with utility companies creating easements in favor of such companies as are required in order to service the MOB; provided, however, that any such easements (i) may only be located within those areas of the Hospital Tract (and only with the Hospital Tract Owner's joinder), which will not interfere with any improvements now located or planned to be located upon the Hospital Tract or constructed in connection with the improvements now existing or planned to be located thereon, or the location of easements and utilities now and hereafter servicing the improvements now existing or planned to be located upon the Hospital Tract; (ii) have been approved by the Hospital Tract Owner as to their location and the form of the easement agreement; and (iii) may only be granted as non-exclusive easements. The Hospital Tract Owner agrees to join in the grant of any such utility easements and to execute any and all reasonable documents, agreements and instruments in order to effectuate the same. The Hospital Tract Owner agrees not to unreasonably withhold its consent to any proposed utility easement joinder so long as the easement is approved by and acceptable to the Hospital Tract Owner as described above. The parties agree to use reasonable efforts to cause any encumbrances on the Hospital Tract to be subordinate to such easements, as may be required by any utility companies. Each party shall bear its own costs in joining in the grant of any such easements.
- 2.5. **Indemnification.** MOB Tract Owner shall indemnify and hold the Hospital Tract Owner harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such MOB Tract Owner, its Permittees, contractors, employees, agents, or others acting on behalf of such Owner.
- 2.6. **Reasonable Use of Easements.**
- 2.6.1. The easements herein above granted shall be used and enjoyed by the MOB Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations

of the business of the Hospital Tract Owner or its Permittees, or any other entity which has a legal right to access and use the Hospital Tract, including, without limitation, access to and parking of vehicles within the Hospital Tract, the receipt or delivery of merchandise and services in connection therewith, and for use as easements for underground utilities and services.

2.6.2. Once commenced, any construction undertaken within the Hospital Tract in reliance upon the easements granted herein shall be diligently prosecuted to completion so as to minimize any interference with the business of the Hospital Tract Owner and its Permittees. The right of the MOB Tract Owner to enter upon the Hospital Tract for the exercise of any right pursuant to the easements set forth, or the right of Hospital Tract Owner to prosecute work on the Hospital Tract if the same interferes with easements of ingress, egress or access to or in favor of the MOB Tract Owner, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees. In such case, no affirmative monetary obligation shall be imposed upon the other Owner, and the Owner undertaking such work shall with due diligence repair at its sole cost and expense any and all damage caused by such work and restore the affected portion of the Tract upon which such work is performed to a condition which is equal to or better than the condition which existed prior to the commencement of such work. In addition, the Owner undertaking such work shall pay all costs and expenses associated therewith and shall indemnify and hold harmless the other Owner and its Permittees from all damages, losses, liens or claims attributable to the performance of such work.

- 2.7. **Relocation of Driveways, Parking Areas and Utilities.** The Hospital Tract Owner shall retain the right to relocate from time to time any and all Driveways, parking areas and utilities within the Hospital Tract without the consent of or notice to the MOB Tract Owner, so long as the relocation does not eliminate or materially obstruct reasonable ingress and egress to and from the MOB. Temporary interference during construction activities associated with such relocation shall not in and of itself constitute material interference with such easements so long as reasonable temporary alternative arrangements for utilities and access for parking and for ingress and egress are provided.
3. **Maintenance of Utilities.** The MOB Tract Owner shall at all times during the term hereof construct, operate and maintain or cause to be constructed, operated and maintained, in good order, condition and repair, at its sole expense, any utility and related installations serving the MOB Tract that are from time to time located on the Hospital Tract pursuant to an easement described herein.
4. **Insurance, Taxes, and Assessments.** MOB Tract Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against

claims for personal injury (including contractual liability arising under the indemnity contained in Section 2.5 above), death, or property damage arising out of the use of the MOB Tract and/or the Hospital Tract by the MOB Tract Owner or its Permittees and naming Hospital Tract Owner as an additional insured. Each Owner shall pay all taxes, assessments, or charges of any type levied or made by any governmental body or agency with respect to its Tract relating to tax periods such Owner owns its Tract.

5. **Restrictions.** Each Tract shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted, or permitted on or with respect to all or any portion of a Tract that is illegal.

6. **Remedies and Enforcement.**

6.1. **All Legal and Equitable Remedies Available.** In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2. **Self-Help.** In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner (or Permittee) (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the defaulting Owner commences such cure within such 30-day period and thereafter diligently prosecutes such cure to completion), any Owner (or Permittee) shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon written demand for the reasonable costs thereof, actually incurred and reasonably documented, together with interest at the prime rate then charged by Bank of America, N.A. or its successors or assigns. Notwithstanding the foregoing, an Owner or Permittee may immediately cure the same and be reimbursed by the other Owner upon demand for the reasonable cost thereof, as above described, in the event of the following:

6.2.1. an emergency;

6.2.2. blockage or material impairment of the easement rights described herein; and/or

6.2.3. the unauthorized parking of vehicles.

6.3. **No Lien Rights.** No party or person shall have any lien or lien rights against the Hospital Tract or the MOB Tract or any portion thereof solely by virtue of the provisions of this Agreement.

- 6.4. **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.
- 6.5. **No Termination for Breach.** Notwithstanding any provision of this Agreement to the contrary, no breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Tract made in good faith for value, but the easements, covenants, conditions and restrictions of this Agreement shall be binding upon and effective against any Owner of such Tract covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.
7. **Term.** The easements, covenants, and conditions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the Utah County Recorder's office, and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled, or terminated by the written consent of all then record Owners of the Hospital Tract and the MOB Tract in accordance with Section 8 of this Agreement.
8. **Miscellaneous.**
- 8.1. **Attorneys' Fees.** In the event a party, institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.
- 8.2. **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Hospital Tract and MOB Tract, evidenced by a document that has been fully executed and acknowledged by all such parties and recorded in the Utah County Recorder's office.
- 8.3. **Consents.** Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section of this Agreement which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as are reasonably necessary to make an informed decision. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.
- 8.4. **No Waiver.** No waiver of any default of any obligation by any party to this Agreement shall be implied from any omission by the other party to take any action with respect to such default.

- 8.5. **No Agency.** Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 8.6. **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, rights and obligations set forth in this Agreement shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.
- 8.7. **Grantee's Acceptance.** The grantee of any Tract or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Tract, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, and obligations contained in this Agreement. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth in this Agreement with respect to the property so acquired by such grantee.
- 8.8. **Separability.** Each provision of this Agreement and the application thereof to the Hospital Tract and the MOB Tract are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision of this Agreement shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Tracts by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement, whether by the doctrine of merger or otherwise.
9. **Time of Essence.** Time is of the essence of this Agreement.
10. **Entire Agreement.** This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to in this Agreement, and all prior representations, negotiations, and understandings are superseded hereby.
11. **Notices.** Notices or other communication under this Agreement shall be in writing and shall be sent by certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their



respective address for notice hereunder by like notice to the other. The notice addresses of the Hospital Tract Owner and the MOB Tract Owner are as follows:

11.1. **Hospital Tract Owner:**

Seaboard Development, LLC  
c/o IASIS Healthcare Corporation  
Dover Centre, Building E  
117 Seaboard Lane  
Franklin, TN 37067  
Attn: General Counsel  
Telephone Number: 615-844-2747

11.2. **MOB Tract Owner:**

Lehi Pointe MOB, L.L.C.  
9450 South Redwood Road  
South Jordan, Utah 84095  
Attn: G. Tyler Howland  
Phone No. 801-253-8950  
Fax: 801-253-8951

12. **Governing Law.** The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement. The place of any litigation under this Agreement shall be in either the state courts of Utah County or Salt Lake County, Utah or in the federal court of Salt Lake County, Utah. Both parties submit to the jurisdiction of said courts. Nothing contained herein shall prohibit a party from removing any action filed in state court to federal court.
13. **Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any Tract, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

[END OF TEXT; SIGNATURES APPEAR ON FOLLOWING PAGES]

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

**HOSPITAL TRACT OWNER:**

SEABOARD DEVELOPMENT, LLC,

By: *William A. Stokes*  
William A. Stokes,  
Vice President

STATE OF TENNESSEE

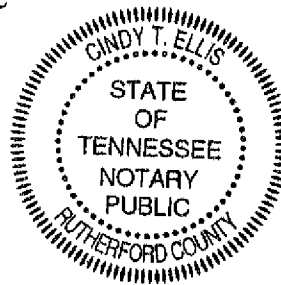
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned Notary Public, William A. Stokes, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Vice President of SEABOARD DEVELOPMENT, LLC, a Utah limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company

WITNESS my hand, at office, this 24<sup>th</sup> day of September, 2015.

*Cindy J. Ellis*  
Notary Public

My Commission Expires: 8-22-16




(Additional signature, notary, & exhibit pages follow)

Additional Signature Page for Easement Agreement

**MOB TRACT OWNER:**

LEHI POINTE MOB, LLC,  
a Utah limited liability company

By: Howland Partners, Inc.  
Its Manager

By:   
G. Tyler Howland,  
President

STATE OF UTAH

COUNTY OF Salt Lake

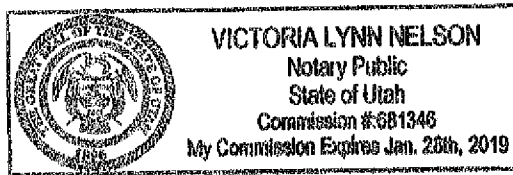
Personally appeared before me, the undersigned Notary Public, in and for the said State and County, within my jurisdiction, the within-named G. TYLER HOWLAND, who acknowledged that he is the President of Howland Partners, Inc., a corporation that is the Manager of LEHI POINTE MOB, LLC, a Utah limited liability company, and that for and on behalf of the said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument, after first having been duly authorized by said corporation so to do, the corporation being authorized by the limited liability company so to do.

Given under my hand and seal this 28<sup>th</sup> day of September, 2015.

  
Notary Public

My Commission Expires:

January 28th, 2019



**EASEMENT AGREEMENT**

**List of Exhibits**

- Exhibit A - Legal Description of the Hospital Tract
- Exhibit B - Legal Description of the MOB Tract

**EXHIBIT A**

Legal Description of the Hospital Tract

Certain land in Utah County, Utah, being all of Lot 5 of the Mountain Point Medical Center Commercial Subdivision – 1<sup>st</sup> Amendment located in the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah, all as more particularly shown on plat of record at Entry No. 88029:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

**EXHIBIT B**

Legal Description of the MOB Tract

Certain land in Utah County, Utah, being all of Lot 4 of the Mountain Point Medical Center Commercial Subdivision – 1<sup>st</sup> Amendment located in the Southwest Quarter of Section 31, Township 4 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey, Lehi City, Utah County, Utah, all as more particularly shown on plat of record at Entry No. 88029:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

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