

13405477  
9/25/2020 12:00:00 PM \$40.00  
Book - 11026 Pg - 589-612  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 24 P.

WHEN RECORDED, RETURN TO:

Richards Brandt Miller Nelson  
Attn: Barry G. Scholl  
111 E. Broadway, Ste. 400  
Salt Lake, UT 84111

A portion of Parcel Nos. 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, 15-30-478-045

---

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the 24 day of September, 2020 (the "*Effective Date*") by and among **MPT of West Valley City, LLC**, a Delaware limited liability company ("*Grantor*"), 1000 Urban Center Dr., Ste. 501, Birmingham, AL 35242; **Jordan Valley Medical Center, LP**, a Delaware limited partnership ("*Lessee*"), 117 Seaboard Ln., Bldg. E, Franklin, TN 37067; and **Jordan West Valley Medical Office Building, LLC**, a Utah limited liability company ("*Grantee*"), 3665 S. 8400 W., Ste. 110, Magna, UT 84044.

RECITALS

A. Grantor is the owner of certain parcels of land located in West Valley City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by reference (together with all hereditaments, easements, mineral rights, rights of way, and other appurtenances related thereto, along with all improvements located thereon) (the "*Grantor's Property*").

B. Grantor, and certain of its affiliates, also leases the Grantor's Property, among other properties, to Jordan Valley Medical Center, LP, a Delaware limited partnership, and certain of its affiliates (collectively the "*Lessees*"), pursuant to that certain Master Lease Agreement dated October 3, 2016, as amended, restated, modified, supplemented, and consolidated from time to time (the "*Master Lease*").

C. Lessee is the beneficiary of certain easements granted pursuant to that certain Special Warranty Deed dated February 25, 1993 and recorded on March 2, 1993 as Entry No. 5445234, Book 6613, Pages 1040-1071 with the Salt Lake County Recorder, as amended by: (i) that certain Easement Agreement dated March 22, 2016 and recorded on March 22, 2016 as Entry No. 12244998, Book, 10413, Pages 6693-6714 with the Salt Lake County Recorder; and (ii) any other amendments or modifications of record with the Salt Lake County Recorder.

D. At the Lessee's request, Grantor has agreed to sell to Grantee contemporaneously herewith a parcel of land located in West Valley City, Salt Lake County, Utah, as more particularly described on Exhibit B attached hereto and incorporated herein by reference and depicted as Lot 2B on Exhibit B-1 attached hereto and incorporated herein by reference (together with all hereditaments, easements, mineral

rights, rights of way, and other appurtenances related thereto, along with all improvements located thereon) (“*Grantee’s Property*”).

E. Contemporaneously herewith, Grantor and Lessee are entering into an amendment to the Master Lease whereby Grantee’s 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 and modification of prior easements hereby.

F. Grantee has determined to construct a medical office building, not to exceed 37,500 square feet (“*MOB*”) on Grantee’s Property, and contemporaneously therewith, Grantee will construct, reconfigure, reformat and repaint on the Grantor’s Property all of the parking areas, driveways, turn-arounds, signs, lighting, add a rotunda and island outside the entrance of the MOB, add new islands as end-caps on certain rows of parking areas and remove the north access point into the Grantee’s Property (collectively, the “*Parking & Access Areas Improvements*”) all as shown on that certain Site Plan dated January 29, 2020, issued by Avenue Consultants, Inc., which was approved by Grantor, Lessee, and Grantee on July 21, 2020 (the “*Site Plan*”) (collectively, the “*Development*”). In order to construct the Development and utilize the MOB, Grantor, Grantee and Lessee have requested certain easements as more fully set forth in this Agreement (collectively, the “*Easements*”).

G. As a condition to Grantor’s sale of the Grantee’s Property to Grantee, and agreeing to the terms, provisions, and conditions set forth herein, Grantor and Lessee required that the Grantee’s Property be made subject to that certain Declaration of Covenants and Restrictions dated as of September 24, 2020, recorded on September 25, 2020, as Entry No. 13405364 in Book 11025 at Pages 9800 - 9810 of the 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

1.1 Construction. Grantee intends to construct, at Grantee’s sole cost and expense, the Development (the “*Construction*”) in accordance with the Site Plan and the plans and specifications to be approved by the City of West Valley (the “*City*”) (the “*Plans and Specs*”), and the Development shall include the MOB, which shall not exceed 37,500 square feet. Such Construction shall be done by Grantee at Grantee’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 Grantor and Lessee prior to commencement of Construction. The Plans and Specs must be approved by Grantor and Lessee prior to submitting same to the City and if there are any changes to the Site Plan and/or the Plans and Specs after approval by Grantor and Lessee, the revised Plans and Specs shall be re-submitted to Grantor and Lessee for further approval prior to submitting to the City and prior to the construction of any part of the Development that is not consistent with the Site Plan and the Plans and Specs approved by Grantor and Lessee. The parties hereto acknowledge, confirm and agree that even though Grantor and Lessee may approve the Plans and Specs and the Development, neither the Grantor nor the Lessee shall be responsible

or held liable, in any way, for any items set forth in the Plans and Specs (nor any non compliance of the Plans and Specs) or for the construction and Development, and the Grantee shall indemnify and hold both Grantor and Lessee harmless for same.

## ARTICLE II GRANT OF EASEMENTS

### 2.1 Temporary Easement for Construction.

(a) Subject to the terms, provisions, and conditions set forth herein, Grantor hereby grants and conveys to Grantee 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, and more particularly depicted on Exhibit D attached hereto and incorporated herein by reference (the “*Temporary Construction Easement Property*”) for the purpose of constructing the Development on Grantee’s 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, 2021, 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, 2022.

(b) Grantee acknowledges that the Grantee’s Property and the Temporary Construction Easement Property currently contain certain improvements, specifically including, without limitation, parking spaces, a concrete waterway, posts, gates, inlet box, storm drains, and other improvements (collectively, the “*Current Improvements*”). Grantee agrees that upon the expiration of the Temporary Construction Easement, Grantee shall promptly remove from the Temporary Construction Easement Property and from the Grantor’s Property any material deposited thereon and, except for the Parking & Access Areas Improvements, restore the Temporary Construction Easement Property and the Grantor’s 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 Temporary Construction Easement Property and the Grantor’s 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 Temporary Construction Easement Property and the Grantor’s Property will continue to have proper drainage.

(c) Before Grantee’s first entry on the Temporary Construction Easement Property and the Grantor’s Property and continuing through the term set forth above, Grantee shall obtain and maintain the following insurance coverage and policies, all of which shall name Grantor and Lessee as additional insureds and loss payees; (i) 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 Grantee’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, Grantor hereby grants to Grantee a non-exclusive easement upon, over, under, across, and through that certain property more particularly described on Exhibit E attached hereto and incorporated herein by reference, and as more particularly depicted on the Utility Plan attached hereto as Exhibit E-1 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 (collectively, the “**Utility Lines**”) and for using the drainage rights in the Utility Easement Property. Grantee 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 Grantor’s Property, or any other property contiguous to the Grantee’s or Grantor’s Property, Grantee shall: (i) provide at least five (5) Business Days’ prior written notice to Grantor, Lessee and such contiguous property owner(s) 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 Grantor’s Property, (iv) not interrupt, diminish, or otherwise interfere with, or increase the cost of, the utility services to the Grantor’s Property or the contiguous property owner(s) 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 Grantor, Lessee, any occupants of the Grantor’s Property, and the contiguous property owner(s) 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 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, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement upon, over, and across existing parking lots for vehicular parking as follows: (i) in 108 non-exclusive parking spaces located on proposed Lot 2A, less and excepting those 40 designated parking spaces set forth as “Exclusive Parking” as more particularly depicted on Exhibit D; and (ii) in forty (40) additional non-exclusive parking spaces located on Lot 3, as more particularly described on Exhibit F attached hereto and incorporated herein by reference and depicted on Exhibit F-1 attached hereto and incorporated herein by reference (the “**Parking Easement**”). Grantee may permit its tenants, subtenants, guests, employees, contractors, agents, customers, invitees, and concessionaires to use and enjoy 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, Grantee understands, acknowledges, and agrees that the Parking Easement is limited for the non-exclusive use of up to a maximum of one hundred forty eight (148) undesignated parking spaces.

2.4 Easement for Ingress and Egress. (a) 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, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement upon, over, and across any sidewalks, walkways, and vehicular thoroughfares of proposed Lot 2A, as depicted on Exhibit D, and Lot 3, as depicted on Exhibit F, for the purpose of vehicular and pedestrian ingress and

gress to Grantee's Property to a public right of way (the "*Access Easement*"). Grantee may permit its tenants, subtenants, guests, employees, contractors, agents, customers, invitees, and concessionaires to use and enjoy the Access Easement and the easement rights granted and declared in this Section 2.4 for the use and purposes permitted herein so long as such easements remain in full force and effect (the "*Benefited Parties*").

(b) Grantee understands, acknowledges, and agrees that Grantor shall have the right and option to temporarily suspend the Access Easement and/or the Parking Easement if there is an event of default by Grantee (or its successors and/or assigns) under the Use Declaration, in accordance with the following provisions. In the event of any such default, Grantor or Lessee shall provide written notice thereof to Grantee (or its successors and/or assigns), and Grantee (or its successors and/or assigns) shall have thirty (30) days from receipt of such notice from Grantor to cure such event of default. If Grantee (or its successors and/or assigns) fails to timely cure such event of default, Grantor shall have the right and option to temporarily suspend the Access Easement and/or the Parking Easement following written notice thereof to Grantee (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 Grantee (or its successors and/or assigns), and upon the cure by Grantee (or its successors and/or assigns) of such event of default, such suspension shall immediately terminate.

2.5 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 Grantee's Property and the Easement Property as set forth herein.

2.6 Grantee's Indemnification Obligation. To the fullest extent permitted by applicable law, Grantee shall and does hereby agree to indemnify, protect, defend, and hold harmless Grantor and Lessee, lenders of Grantor 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 review and/or approval of the Plans and Specs, the Development and/or the failure to complete the Parking & Access Areas Improvements and/or the use of the Easements granted herein and the Easement Property and Grantor's Property whether by Grantee or the Benefited Parties, exclusive of any claims arising out of or resulting from the gross negligence or intentional acts or misconduct of Grantor or Lessee. Grantee's indemnification obligations described in this Section 2.5 may be transferred to a future purchaser of Grantee's Property subsequent to Grantee's purchase of the Grantee's Property, but only upon delivery to Grantor of an assignment and assumption agreement acceptable to Grantor confirming that the subsequent purchaser assumes said obligations.

### ARTICLE III MAINTENANCE AND OPERATIONS

3.1 Maintenance of Utility Easement. Grantee shall, at its sole cost and expense, maintain, repair, 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 areas and the Grantor's Property for the Development.

3.2 Maintenance of Parking and Access Easements. After Grantee completes the Parking & Access Areas Improvements identified above, Lessee shall at its sole cost and expense exclusively assume all

maintenance obligations with respect to the Parking & Access Areas Improvements. Such obligations shall include, without limitation, the duty to mow, remove snow, landscape, and to generally maintain, repair, replace, and keep in good working order and condition and in a good and safe state of repair, the sidewalks, curbs, striping, surface, and other aspects and components of the improvements thereon, in a manner at least consistent with prior practice.

3.3 Maintenance Cost Sharing. Grantee agrees to reimburse Lessee (or Grantor in the event the Master Lease is terminated) for the reasonable *pro-rata* costs expended in performance of its maintenance obligations set forth in Section 3.2 above as follows: Lessee (or Grantor in the event the Master Lease is terminated) shall on a quarterly basis invoice Grantee for its share of the maintenance costs expended in the prior quarter, including reasonable itemization and detail regarding the services provided, the itemized costs of such services, and the vendor to whom payment was made, and Grantee shall make payment within thirty (30) days of receipt. The *pro-rata* share of Grantee for the maintenance costs of Lot 2A shall be seventy-three percent (73%), based upon a percentage that 108 non-exclusive parking spaces bears to the 148 total parking spaces on Lot 2A. The *pro-rata* share of Grantee for the maintenance costs of Lot 3 shall be forty-four and 1/2 percent (44.5%), based upon a percentage that 40 non-exclusive parking spaces bears to the 90 total parking spaces on Lot 3.

3.4 Changes to Easement Property. Subject to the provisions of Section 2.3(b) above and Section 5.10 below, Grantor covenants that it shall not make or authorize others to make any material changes to the Easement areas that, in aggregate, would cause an unreasonable interference with the use of Grantee's Property for the Development; provided, however, Grantor 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 Grantor or Lessee in connection with modification of or additions to the improvements now or hereafter located on the Grantor's Property so long as (i) such relocations or modifications include reasonable alternative locations for the Utility Easement Property and the Access Easement for the benefit of Grantee's Property, (ii) Grantor or Lessee are solely responsible for the cost of such relocations and/or modifications, and (iii) Grantor or Lessee has provided at least thirty (30) days' notice of such proposed relocation or modification to Grantee and has duly considered any input from Grantee regarding such changes to the Utility Easement Property and the Access Easement.

#### 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 Grantee, Grantor or Lessee to pursue any other legal and equitable remedies available on account of such breach or violation, including the recovery of actual damages from Grantee, 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 Grantee to pursue any other legal and equitable remedies available on account of such breach or violation, including the recovery of actual damages from Grantor or Lessee, subject to the damage limitations described in this Agreement. Notwithstanding anything contained herein to the contrary, neither Grantor nor Lessee shall be required to pay any or be subject to punitive or consequential damages of any kind. Grantee acknowledges that all of the obligations of the Grantor set forth herein are passed through the Lease as obligations of the Lessee and by its execution hereof, Lessee acknowledges that it is responsible for all of the Grantor's obligations hereunder as required under the Lease.

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, postage prepaid, return receipt requested, or by a recognized overnight courier service, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Grantor:	MPT of West Valley City, LLC c/o MPT Operating Partnership, L.P. Attn: Legal Department 1000 Urban Center Drive, Suite 501 Birmingham, Alabama 35242
With a copy to:	Baker Donelson Bearman Caldwell & Berkowitz, PC Attn: Lynn Reynolds, Esq. 1400 Wells Fargo Tower 420 20 <sup>th</sup> Street North Birmingham, Alabama 35203
If to Lessee:	Jordan Valley Medical Center, LP c/o Steward Healthcare Systems Attn: Corporate Real Estate 1900 N. Pearl, Ste. 2400 Dallas, Texas 75201
If to Grantee:	Jordan West Valley Medical Office Building, LLC Attn: Brian K. Zehnder 3665 S. 8400 W., Ste. 110 Magna, UT 84044
With a copy to:	Richards Brandt Miller Nelson Attn: Barry G. Scholl 111 E. Broadway, Ste. 400 Salt Lake, UT 84111

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 refused; or (b) three (3) days following the tendering thereof to the United States Postal Service, 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, Grantor, Lessee, Grantee (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 conveyer'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 Grantor'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 Grantee's interest in the Grantee's Property, the purchaser or other transferee of any portion of the Grantee's Property, and any subsequent purchaser 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 Grantee's 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 or their successors and assigns as allowed hereunder.

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 and parking easements may be closed temporarily from time to time to such extent as may be legally necessary in the reasonable opinion of Grantor to prevent a dedication thereof or the accrual of rights of any person or of the general public therein; provided, however, that Grantor shall provide at least five (5) days' prior written notice of such intended closure to Grantee and Lessee and such closure shall not unreasonably interfere with the business operations on or in the Grantee's Property or the Grantor's 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 Grantor's 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 Grantee or any of the Benefited Parties or as the result of any other action or inaction of Grantee or any of the Benefited Parties, Grantee 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 Grantor 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 Grantee or the Benefited Party causing such lien to be so filed further shall indemnify, defend and hold harmless Grantor and Lessee and the Grantor's 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 Grantor 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 Grantor and the Lessee in the Grantor's Property and neither Grantor 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 Grantee's Property be severed or be subdivided from the Grantor's Property by subdivision plat and a plat recorded therefor, Grantee shall, at its sole cost and expense, prepare such plat and submit same to Grantor and Lessee for approval and signature. Grantor and Lessee shall in good faith review and approve (or disapprove) such plat within fifteen (15) Business Days of receipt thereof, and if such plat is disapproved, Grantor and/or Lessee shall provide reasonable reasons for such disapproval and Grantee shall have the right to cure such items and re-send the plat for approval by Grantor and Lessee. Grantee agrees that such plat shall not be submitted to the City nor recorded without the prior written consent of Grantor 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 Amendment means in the event a party is delayed, hindered in or prevented from the performance of any act required under this Amendment 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 (including those promulgated in response to a pandemic such as COVID-19 or a like disease) 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, and such party shall use commercially reasonable efforts to mitigate the schedule and cost impacts of such delays.

5.19 Business Day or Business Days. The term "Business Day" or "Business Days" shall mean each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which money centers in the City of New York, New York are authorized or obligated by law or executive order to close.

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

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

**GRANTOR:**

**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: *[Signature]*  
Name: R. Steven Hamner  
Title: Executive Vice President & CFO

STATE OF ALABAMA     )  
  ) ss.  
COUNTY OF JEFFERSON )

The foregoing instrument was acknowledged before me this 17 day of Sep., 2020, by R. Steven Hamner in his capacity as the EVP, CFO 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.

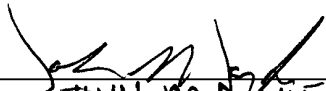
*[Signature]*  
Notary Public



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

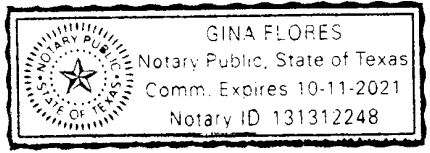
**LESSEE:**


**Jordan Valley Medical Center, LP**  
a Delaware limited partnership

By:   
Name: JOHN M. DWYER  
Title: TREASURER

STATE OF TEXAS      )  
                                  ) ss.  
COUNTY OF DALLAS    )

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of September, 2020, by John M. Dwyer in his capacity as the Treasurer of Jordan Valley Medical Center, LP, a Delaware limited partnership.

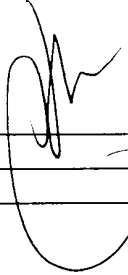


  
Notary Public

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

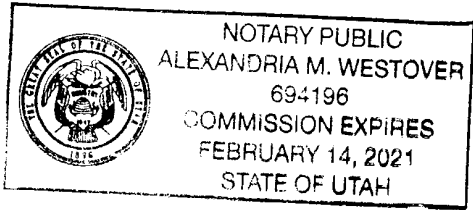
**GRANTEE:**

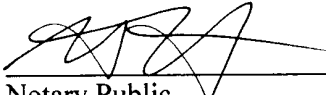
**Jordan West Valley Medical Office Building, LLC**  
a Utah limited liability company

By:   
Name: Brian K. Zehnder  
Title: Manager

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

The foregoing instrument was acknowledged before me this 15 day of Sept., 2020, by Dr. Brian Zehnder in his capacity as the Manager of Jordan West Valley Medical Office Building, LLC, a Utah limited liability company.



  
\_\_\_\_\_  
Notary Public

**EXHIBIT A**  
**(Description of Grantor's Property)**

**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 3500 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 (West Valley City ordinance 83-56, recorded as Entry No. 3920620 in the office of the Salt Lake County Recorder).

TOGETHER WITH the vacated West ten feet (approximate) of Pioneer Parkway (4155 West Street) abutting a portion of the said property on the East (West Valley City ordinance 04-01, recorded as Entry No. 9056854 in the office of the Salt Lake County Recorder).

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 00°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.

TOGETHER WITH the vacated West ten feet (approximate) of Pioneer Parkway (4155 West Street) abutting a portion of the said property on the East (West Valley City ordinance 04-01, recorded as Entry No. 9056854 in the office of the Salt Lake County Recorder).

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:

Lot 4 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.

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

PARCEL 5:

Lot 1 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.

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 I 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

**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.

**ALSO LESS AND EXCEPT THAT CERTAIN REAL ESTATE DESCRIBED AS FOLLOWS (property conveyed to West Salt Lake Real Estate Ventures, LLC):**

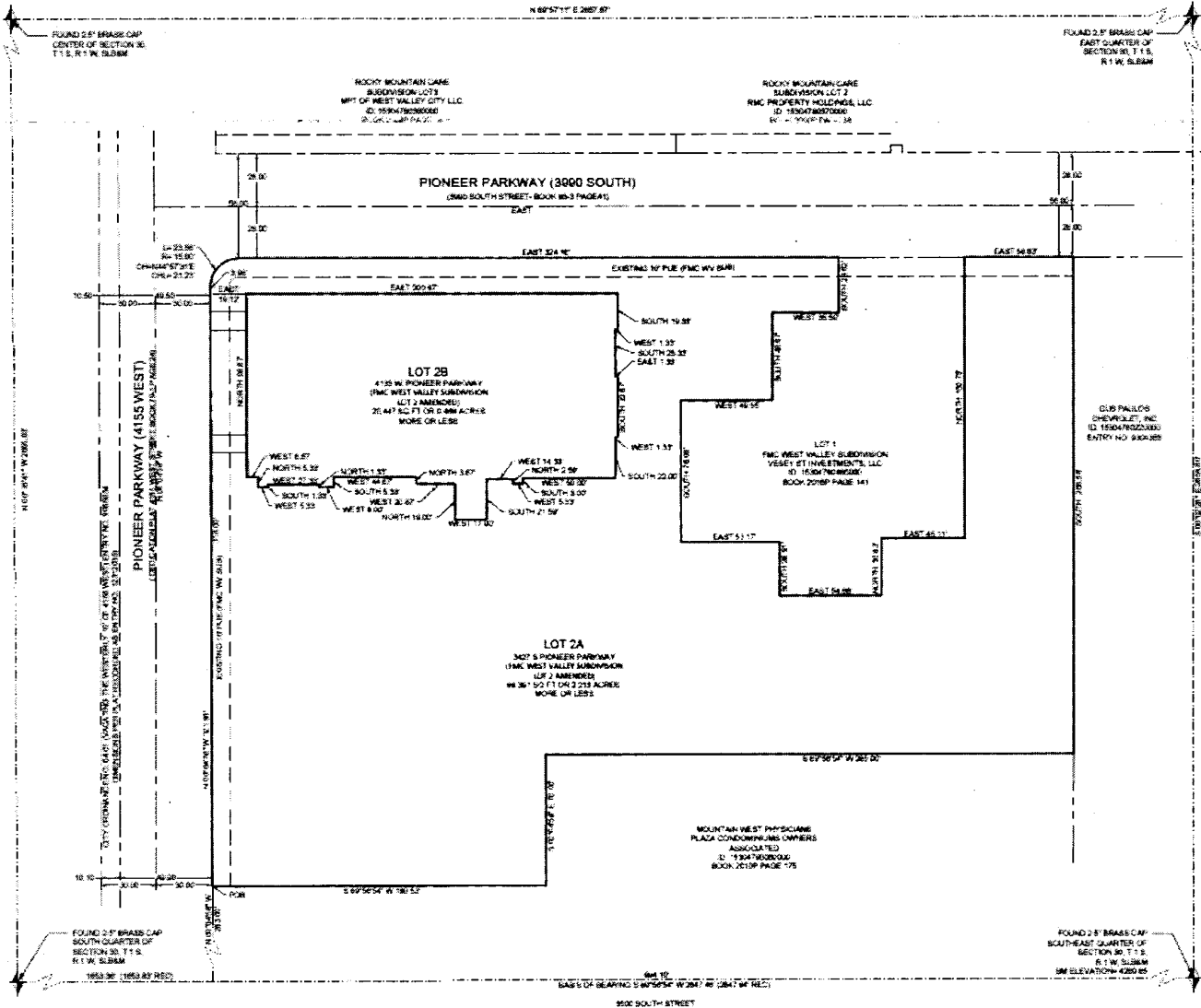
A part of the Southeast Quarter of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian in Salt Lake County, Utah, Commencing at the Southeast comer of Section 30, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence 994.10 feet South 89°56'54" West along the Section 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 3 3 9 .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; 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 B**  
**(Description of Grantee's Property)**

Lot 2B of FMC West Valley Subdivision Lot 2 Amended, according to the Official Plat thereof recorded August 20, 2020 as Entry No. 13367497 in Book 2020 P of Plats at Page 209 in the Office of the Salt Lake County Recorder, Utah

# EXHIBIT B-1 (Depiction of Grantee's Property—Lot 2B)



4850-9377-0690v2  
1038442-350011 09/21/2020

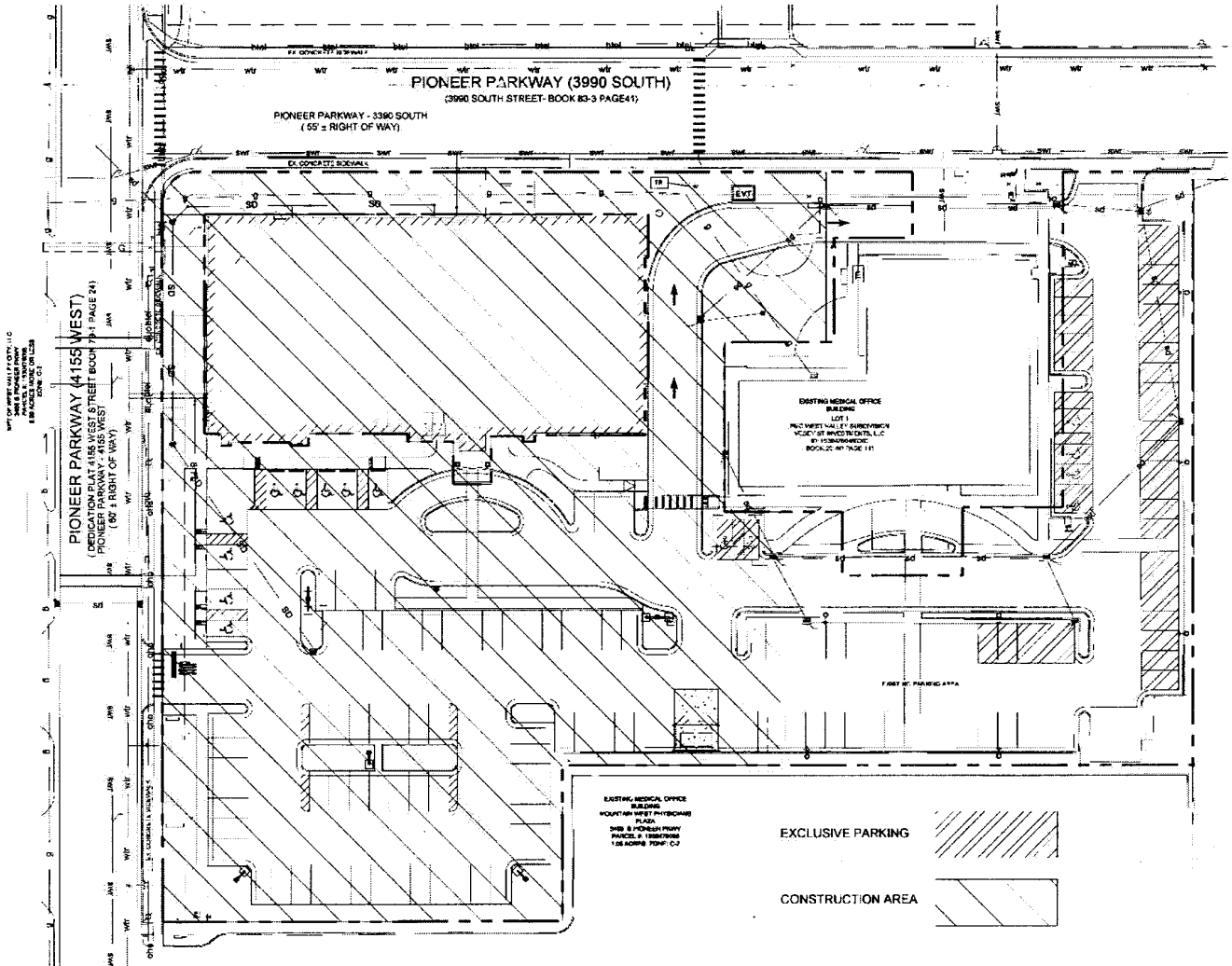
BK 11026 PG 606

**EXHIBIT C**  
**(Description of Temporary Construction Easement Property)**

A temporary construction easement over the westerly portion of Lot 2 of that certain Plat entitled "FMC West Valley Subdivision", the same is also described as a portion of the proposed Lot 2A and all of the proposed Lot 2B of the proposed FMC West Valley Subdivision Lot 2 Amended being a portion of Lot 2 of FMC West Valley Subdivision. Said easement area being more particularly described as follows: . . .

Beginning at a point 994.10 feet South 89°56'54" West along the Southeast quarter section line and 283.00 feet North 00°04'58" West from the Southeast corner of Section 30, Township I South, Range 1 West, Salt Lake Base and Meridian and running thence North 00°04'58" West 321.98 feet to a point on a 15 foot radius curve to the right; thence along said curve 23.58 feet (chord bears N 44°57'31" E a distance of 21.23 feet); thence East 284.97 feet; thence South 76.59 feet, more or less, to a Westerly line of Lot 1 of FMC West Valley Subdivision, recorded on June 30, 2016, as entry number 12312035 in book 2016P at page 141; thence along the boundary of said Lot 1 the following three (3) courses: 1) West 45.85 feet; 2) South 76.09 feet; 3) East 25.50 feet; thence South 114.07 feet to the North line of the Mountain West Physicians Plaza Condominiums, recorded as entry number 11070706 in book 2010P at page 175 in the Office of the Salt Lake County Recorder; thence along the North line of said Mountain West Physicians Plaza Condominiums the following three (3) courses: 1) South 89°56'54" West 98.72 feet; 2) South 00°04'58" East 70.00 feet; 3) South 89°56'54" West 180.53 feet to the point of beginning.

**EXHIBIT D**  
**(Depiction of Temporary Construction Easement Property**  
**and Parking Area—108 Non-Exclusive Spaces)**



**EXHIBIT E**  
**(Utility Easement Property)**

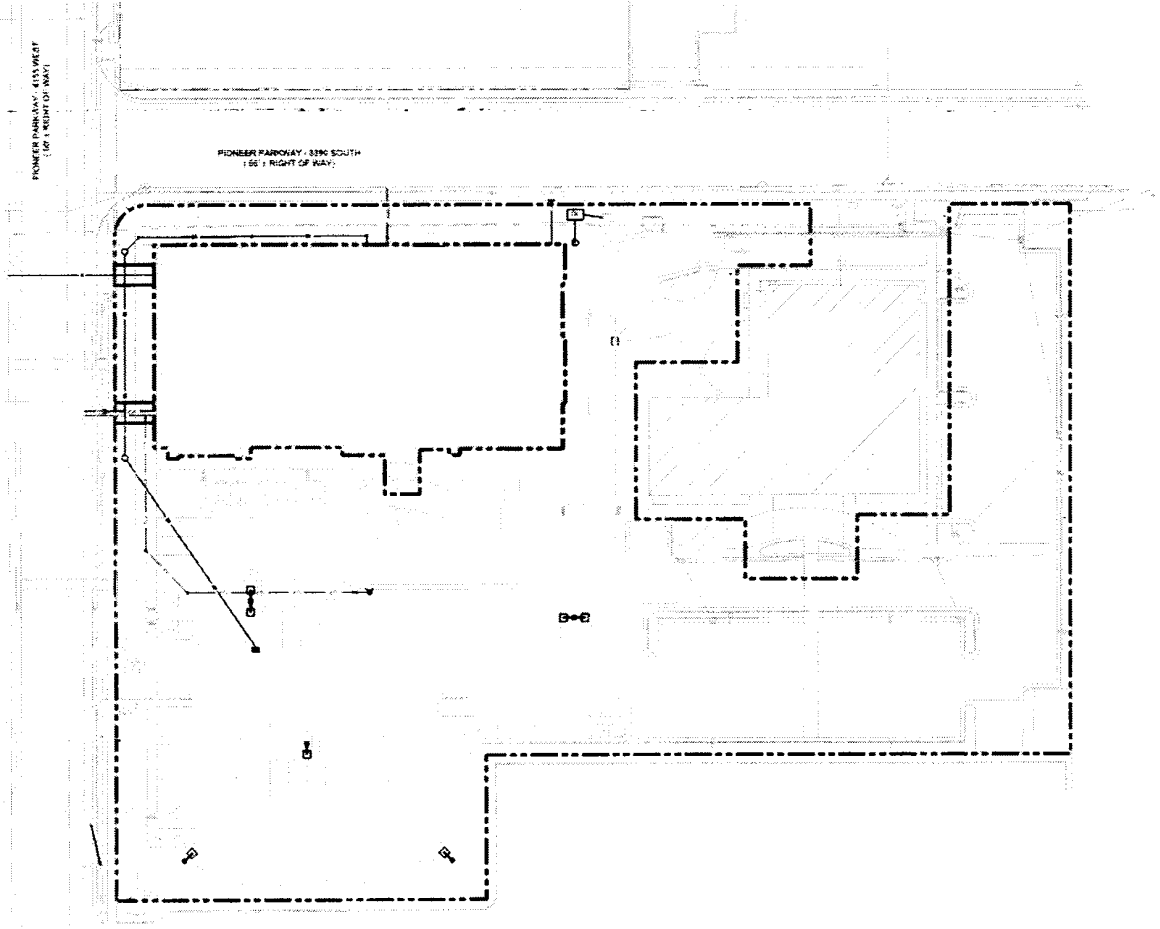
Two ten-foot (10) perpetual utility easements over a westerly portion of Lot 2 of that certain Plat entitled "FMC West Valley Subdivision", the same is also described as a portion of the proposed Lot 2A of the proposed FMC West Valley Subdivision Lot 2 Amended, being a portion of Lot 2 of FMC West Valley Subdivision, the purpose of said easement is to provide utility access to the proposed Lot 2B of said amended subdivision. Said easements being more particularly described as five (5) feet on each side of the following described centerlines:

Beginning at a point in the Westerly lot line of said Lot 2, which point is South 00°04'58" East 18.58 feet from a Northwest Corner of said Lot 2, and running thence East 19.10 feet to the Westerly lot line of said proposed Lot 2B.

Also,

Beginning at a point in the Westerly lot line of said Lot 2, which point is South 00°04'58" East 85.59 feet from a Northwest Corner of said Lot 2, and running thence East 19.01 feet to the Westerly lot line of said proposed Lot 2B.

**EXHIBIT E-1**  
**(Utility Plan)**



**EXHIBIT F**  
**(Lot 3 Legal Description)**

LOT 3, ROCKY MOUNTAIN CARE SUBDIVISION.

**EXHIBIT F-1**  
**(Overflow Parking—40 Non-Exclusive Spaces on Lot 3)**

