

THIS INSTRUMENT PREPARED BY:
BASS, BERRY & SIMS PLC
150 Third Avenue South, Suite 2800
Nashville, Tennessee 37201

DECLARATION OF UTILITY EASEMENT
[Lehi, UT]

THIS DECLARATION OF UTILITY EASEMENT (the "Declaration") is made and entered into effective as of the 20 day of August, 2015, by and between **LEHI POINTE, L.L.C.**, a Utah limited liability company ("Lehi Pointe"), and **SEABOARD DEVELOPMENT, LLC**, a Utah limited liability company ("Seaboard").

WITNESSETH:

WHEREAS, Seaboard is the owner of certain real property consisting of approximately 27.7756 acres located in Utah County, Utah, and being more particularly described on Exhibit A attached hereto and made a part hereof (the "Hospital Property");

WHEREAS, Lehi Pointe is the owner of (i) certain real property consisting of approximately 3.0548 acres located in Utah County, Utah, and being more particularly described on Exhibit B attached hereto and made a part hereof ("Lot 2"), and (ii) certain real property consisting of approximately 6.4193 acres located in Utah County, Utah, and being more particularly described on Exhibit C attached hereto and made a part hereof ("Lot 3; and together with Lot 2, collectively the "Lehi Pointe Property"); and

WHEREAS, in order to accommodate certain development plans of Lehi Pointe on the Lehi Pointe Property, the Parties (as hereinafter defined) desire to enter into this Declaration for the purposes of granting and reserving a utility easement under the Hospital Property for the benefit of the Lehi Pointe Property, all upon and subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals contained above are true and correct and constitute the matters herein agreed by and between the Parties hereto.

2. Definitions. Except as otherwise expressly provided herein or unless the context otherwise requires, the terms defined in this Section 2 have the meanings assigned to them in this Section 2 and include the plural as well as the singular.

(a) Hospital Property Owners means Seaboard and any Person that is now or hereafter the owner of record fee simple title to all or any portion of the Hospital Property, but only during and with respect to the period of such Person's ownership; provided, however, that if any such owner of record fee simple title to any portion of the Hospital Property has leased or leases such Hospital Property to another Person for a term of fifteen (15) years or more (inclusive of any extension or renewal options) pursuant to a lease, which lease or a memorandum thereof is recorded in the Official Records, then until the expiration or termination of the term of such lease, "Hospital Property Owners" shall also include the then-current lessee or tenant under such lease.

(b) Lehi Pointe Property Owners means Lehi Pointe and any Person that is now or hereafter the owner of record fee simple title to all or any portion of the Lehi Pointe Property, but only during and with respect to the period of such Person's ownership; provided, however, that if any such owner of record fee simple title to any portion of the Lehi Pointe Property has leased or leases such Lehi Pointe Property to another Person for a term of fifteen (15) years or more (inclusive of any extension or renewal options) pursuant to a lease, which lease or a memorandum thereof is recorded in the Official Records, then until the expiration or termination of the term of such lease, "Lehi Pointe Property Owners" shall also include the then-current lessee or tenant under such lease.

(c) Official Records means the official real property records of Utah County, Utah.

(d) Party means, individually, each of the Lehi Pointe Property Owners and the Hospital Property Owners, respectively, and Parties means, collectively, the Lehi Pointe Property Owners and the Hospital Property Owners.

(e) Person means any natural person or any corporation, limited liability company, trust, joint venture, association, company, partnership (general or limited) or other entity.

(f) Utility Easement Area means that portion of the Hospital Property more particularly described by the legal description contained in Exhibit D attached hereto, said Utility Easement Area being more particularly depicted on the drawing attached hereto as Exhibit E.

3. Utility Easement Burdening the Hospital Property. Pursuant to the terms and conditions contained in this Declaration, Seaboard hereby makes, establishes, grants, conveys and creates, for the use and benefit of the Lehi Pointe Property and the Lehi Pointe Property Owners, a perpetual, non-exclusive easement under the Utility Easement Area (the "Utility Easement") solely for the purpose of installing, maintaining, operating and repairing those underground water, sewer and pressurized irrigation lines (the "Utility Lines") running from the Lehi Pointe Property and connecting to the existing underground water, sewer and pressurized

irrigation lines, as applicable, running under the Utility Easement Area and providing service to the Hospital Property (the "Hospital Utility Lines").

4. Utility Line Work. In exercising its rights under the Utility Easement granted herein, the Lehi Pointe Property Owners shall have no right to excavate or disturb any portion of the surface of the Utility Easement Area or any other portion of the Hospital Property or otherwise disrupt the free flow of traffic thereon. Any and all construction, maintenance, repair or replacement of the Utility Lines located under the Utility Easement Area (the "Utility Line Work") shall be accomplished only by underground boring (or comparable procedure) from either Lot 2 or Lot 3 then owned by the Lehi Pointe Property Owners, shall be at such Lehi Pointe Property Owners' sole cost and expense and shall be performed in compliance with all applicable rules, regulations, laws and/or ordinances of all governmental and quasi-governmental authorities having jurisdiction over the performance of the Utility Line Work and the real property described in this Declaration ("Governmental Requirements"). Any Utility Line Work shall be performed in accordance with plans and specifications (the "Utility Line Plans") to be prepared at the Lehi Pointe Property Owners' sole cost and expense by a licensed engineer selected by the Lehi Pointe Property Owners and approved by the Hospital Property Owners in writing, which approval shall not be unreasonably withheld. The Utility Line Plans shall be subject to the Hospital Property Owners' prior written approval, which shall not be unreasonably withheld. If the Hospital Property Owners shall object to any portion of the Utility Line Plans, the Lehi Pointe Property Owners shall cooperate with the Hospital Property Owners in making the Hospital Property Owners' requested changes to the Utility Line Plans. No portion of the Utility Line Work shall be commenced unless and until the Hospital Property Owners shall have provided written approval of the Utility Line Plans for such portion of the Utility Line Work. The approval of the Utility Line Plans (including any portion thereof) by the Hospital Property Owners shall not constitute assumption of responsibility for accuracy, sufficiency or propriety thereof, nor shall such approval constitute a representation or warranty that the Utility Line Plans comply with Governmental Requirements. Each portion of the Utility Line Work that is performed by the Lehi Pointe Property Owners shall be commenced within a reasonable amount of time after written approval by the Hospital Property Owners of the portion of the Utility Line Plans relating to such portion of the Utility Line Work, and such Utility Line Work that is performed by the Lehi Pointe Property Owners shall be diligently prosecuted to completion. In addition to any costs and expenses for which the Lehi Pointe Property Owners are responsible pursuant to this Section 4, the Lehi Pointe Property Owners shall also be solely responsible for any costs or expenses related to any repairs to the then existing driveway or other improvements located on the Hospital Property caused by the Utility Line Work. Notwithstanding anything to the contrary contained in this Declaration, including, but not limited to, this Section 4, the Hospital Property Owners shall have no responsibility for any Utility Line Work (including the costs and expenses related thereto) of or to the Utility Lines and/or the connection of such Utility Lines to the Hospital Utility Lines, and the Lehi Pointe Property Owners shall be solely responsible for any and all Utility Line Work (including all costs and expenses related thereto) of or to the Utility Lines and/or the connection of such Utility Lines to the Hospital Utility Lines. The Lehi Pointe Property Owners shall have no responsibility for any Utility Line Work to the Hospital Utility Lines. The Lehi Pointe Property Owners agree that any such Utility Line Work or other construction shall in no way excavate or disturb any portion of the surface of the Utility Easement Area or any other portion of the Hospital Property and shall at all times be performed

in a manner that does not disrupt, limit or block access to and from the Hospital Property and Digital Drive (f/k/a North Frontage Road), or otherwise interfere with the Hospital Property Owners use and enjoyment of the Hospital Property, all as determined by the Hospital Property Owners.

5. Indemnification. The Lehi Pointe Property Owners shall indemnify and save the Hospital Property Owners harmless from and against any and all losses, costs, claims, damages, expenses (including reasonable attorneys' fees), liabilities, demands and causes of action and any expenses (including reasonable attorneys' fees) incidental to the defense thereof incurred by the Hospital Property Owners resulting from any injury or death of persons or damage to property arising out of or in connection with the use of the Utility Easement and/or the Utility Easement Area located on the Hospital Property as a result of the actions or omissions of the Lehi Pointe Property Owners and/or their agents, contractors, subcontractors, employees, guests, tenants, subtenants, licensees or invitees.

6. Insurance.

(a) Liability Insurance. Beginning on the date that the Lehi Pointe Property Owners commence use and enjoyment of the Utility Easement and at all times thereafter, the Lehi Pointe Property Owners shall maintain in full force and effect comprehensive public liability insurance insuring such Lehi Pointe Property Owners against all liability for loss or damage to person or property arising out of the use of the Utility Easement Area by the Lehi Pointe Property Owners and/or their agents, contractors, subcontractors, employees, guests, tenants, subtenants, licensees or invitees pursuant to the Utility Easement granted by this Declaration. Such liability insurance shall be in amounts and with such companies as are commercially reasonable; provided, however, in no event shall such amounts be less than \$2,000,000 per occurrence with respect to bodily injury, death, property damage and personal injury. The liability policies required hereunder shall name the Hospital Property Owners as an additional insured. Such insurance shall be maintained in full force and effect, without lapse in coverage, and the Lehi Pointe Property Owners agrees to furnish to the Hospital Property Owners on a yearly basis, or as otherwise may be requested in writing, copies of all such insurance policies and certificates of insurance evidencing that such Hospital Property Owners have been named an additional insured under all such policies.

(b) Workers' Compensation and Employer's Liability. During any time that the Lehi Pointe Property Owners are performing Utility Line Work or other construction or repairs to the Utility Lines and/or the connection of such Utility Lines to the Hospital Utility Lines, the Lehi Pointe Property Owners shall maintain in full force and effect worker's compensation insurance as required by any applicable law or regulation and employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(c) Policy Requirements. The insurance required hereunder shall provide that the same shall not be canceled or not renewed except on at least thirty (30) days prior

notice to the Hospital Property Owners named as an additional insured. Duplicate originals or certifications of all policies of insurance required by this Section 6 shall be provided to such Hospital Property Owners.

7. Reasonable Use of Easement; Restrictions on Use. Lehi Pointe hereby agrees and acknowledges that an acute care hospital is currently operated on the Hospital Property, and the driveway located on the Hospital Property of which the Utility Easement Area is a part is the main point of ingress and egress to and from the Hospital Property (including ambulance and other emergency vehicular access). Accordingly, the easements and all other rights herein granted, including, without limitation, the rights to perform Utility Line Work, shall be used and enjoyed by the Lehi Pointe Property Owners and/or their agents, contractors, subcontractors, employees, guests, tenants, subtenants, licensees or invitees or any other entity or person having a legal right to access and use the Lehi Pointe Property in such a manner so as not to interfere with, obstruct or delay the conduct and operations of the business of the Hospital Property Owners and/or their employees, guests, tenants, subtenants, licensees or invitees or any other entity which has a legal right to access and use the Hospital Property. Without limiting the foregoing, the Lehi Pointe Property Owners shall not, and shall not permit any of their agents, contractors, subcontractors, employees, guests, tenants, subtenants, licensees or invitees to, in any manner, (a) disrupt, limit or block access to and from the Hospital Property and Digital Drive (f/k/a North Frontage Road) by anyone, including, without limitation, any emergency vehicles accessing the emergency department located on the Hospital Property or (b) interfere with, disrupt or otherwise damage any and all utilities servicing (either now or in the future) the Hospital Property, including, without limitation, the Hospital Utility Lines. The Hospital Property Owners shall have the right to eject lawfully from the Utility Easement Area any Persons not hereby or otherwise authorized to use the Utility Easement Area.

8. Default. In the event of a breach or threatened breach by any Party of any of the terms, covenants, or conditions hereof, the other Party 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.

9. Notices. All notices, requests, demands or other communications hereunder shall be in writing and shall be delivered by personal delivery, nationally recognized overnight delivery service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows: -

If to Lehi Pointe Property Owner:	Lehi Pointe, LLC 9450 South Redwood Road P.O. Box 951010 South Jordan UT 84095 Attention: G. Tyler Howland Telephone Number: 801-253-8950
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with a copy to:

Jeffrey E. Matson
Bennett Tueller Johnson & Deere, LLC
3165 East Millrock Drive, Suite 500
Salt Lake City, Utah 84121
Telephone Number: 801-438-2000

If to Hospital
Property 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

with a copy to:

Michael S. Peek, Esq.
Bass, Berry & Sims PLC
150 Third Avenue South, Suite 2800
Nashville, TN 37201
Telephone Number: 615-742-6231

or to such other address as any Party may from time to time designate by notice in writing to the other Parties. Any such notice, request, demand or communication shall be deemed to have been given on the date of mailing or deposit with the overnight delivery service. Notwithstanding the foregoing, while notice shall be deemed given on the date of mailing or deposit with the overnight delivery service, the period in which a response to such a notice must be given or taken shall run from the date of receipt by the addressee. Rejection, refusal to accept delivery or inability to deliver due to changed address of which no notice has been given shall be deemed receipt by the addressee.

10. Amendment. This Declaration or any provisions hereof, or any covenant and condition contained herein, may be terminated, extended, modified or amended, but only by a written instrument duly executed by the Lehi Pointe Property Owners and the Hospital Property Owners. No such termination, extension, modification or amendment shall be effective until an appropriate instrument has been properly executed by the Lehi Pointe Property Owners and the Hospital Property Owners and recorded in the Official Records. No consent of anyone other than the Lehi Pointe Property Owners and the Hospital Property Owners shall be required to terminate, extend, modify or amend this Declaration, such consent to be in the absolute and sole discretion of the Party from whom such consent is sought.

11. Severability. If any term or provision of this Declaration, or the application thereof to any Person or circumstance shall, to any extent, be held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Declaration, or the application of such

term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

12. Governing Law. This Declaration shall be governed by, and construed and enforced in accordance with, the laws of the State of Utah.

13. Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Lehi Pointe Property or the Hospital Property to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the parties that the Utility Easement shall be strictly limited to and for the purposes herein expressed. All or a part of the Utility Easement Area may be closed temporarily from time to time to such extent as may be legally necessary in the reasonable opinion of the Hospital Property Owners to prevent a dedication thereof or the accrual of rights of any person or of the general public therein.

14. Time. Time is of the essence of this Declaration.

15. Binding Effect; Enforcement. The terms of this Declaration and the Utility Easement granted hereunder shall constitute covenants running with the land and shall bind and touch and concern the respective properties, as described herein, and inure to the benefit of and be binding upon the Lehi Pointe Property Owners and the Hospital Property Owners, respectively. Notwithstanding anything seemingly to the contrary contained herein, this Declaration may only be enforced by the Lehi Pointe Property Owners and the Hospital Property Owners and no others.

16. Possession and Use. The fee interest of Utility Easement Area is to remain the property of the Hospital Property Owners and may be used for any lawful purpose desired, provided said use or uses do not destroy or materially weaken or damage the Utility Easement.

17. No Association. Nothing contained in this Declaration and no action by either Party shall be deemed or construed to create the relationship of principal and agent, or a partnership, or a joint venture, or any association between or among Lehi Pointe, Seaboard or any third party.

18. Waiver. No waiver of any provision hereof shall be deemed to imply or constitute a further waiver of same or any other provision set forth in this Declaration.

19. Captions. The captions of the paragraphs of this Declaration are for convenience only and are not intended to affect the interpretation or construction of the provisions herein contained.

20. Counterparts. This Declaration may be executed in counterparts, each of which when so executed and delivered shall constitute an original, but together shall constitute one and the same instrument.


[This space left blank intentionally; signatures appear on the following pages.]

IN WITNESS WHEREOF, the Parties have executed this Declaration as of the date first above written.

LEHI POINTE:

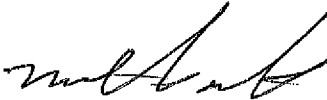
LEHI POINTE, L.L.C., a Utah limited liability company

By: Howland Partners, Inc.,
Its Manager

By: 
Name: G. Tyler Howland
Title: President

SEABOARD:

SEABOARD DEVELOPMENT, LLC, a Utah limited liability company

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

STATE OF UTAH

COUNTY OF SALT LAKE

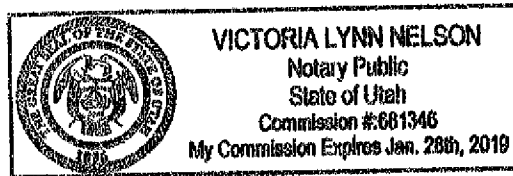
Personally appeared before me, a Notary Public, G. Tyler Howland, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the President of Howland Partners, Inc., a corporation that is the Manager of LEHI POINTE, L.L.C., a Utah limited liability company, and is authorized by the corporation to execute this instrument on behalf of the limited liability company.

Witness my hand this 19th day of August, 2015.

Victoria Lynn Nelson
Notary Public

My Commission Expires:

January 28th, 2019

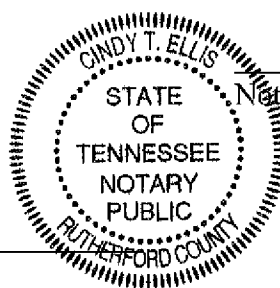


STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Personally appeared before me, a 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 this 17th day of August, 2015.



Cindy T. Ellis
Notary Public

My Commission Expires:

8-22-16

Exhibit A

Legal Description of Hospital Property

Certain land in Utah County, Utah, being all of Lot 1 of the Mountain Point Medical Center Commercial Subdivision 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. 52389:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

Exhibit B

Legal Description of Lot 2

Certain land in Utah County, Utah, being all of Lot 2 of the Mountain Point Medical Center Commercial Subdivision 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. 52389:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

Exhibit C

Legal Description of Lot 3

Certain land in Utah County, Utah, being all of Lot 3 of the Mountain Point Medical Center Commercial Subdivision 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. 52389:2015, Utah County Recorder, to which plat reference is hereby made for a more particular description.

Exhibit DUtility Easement Area
Legal Description

A part of Lot 1, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County, Utah, being 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:

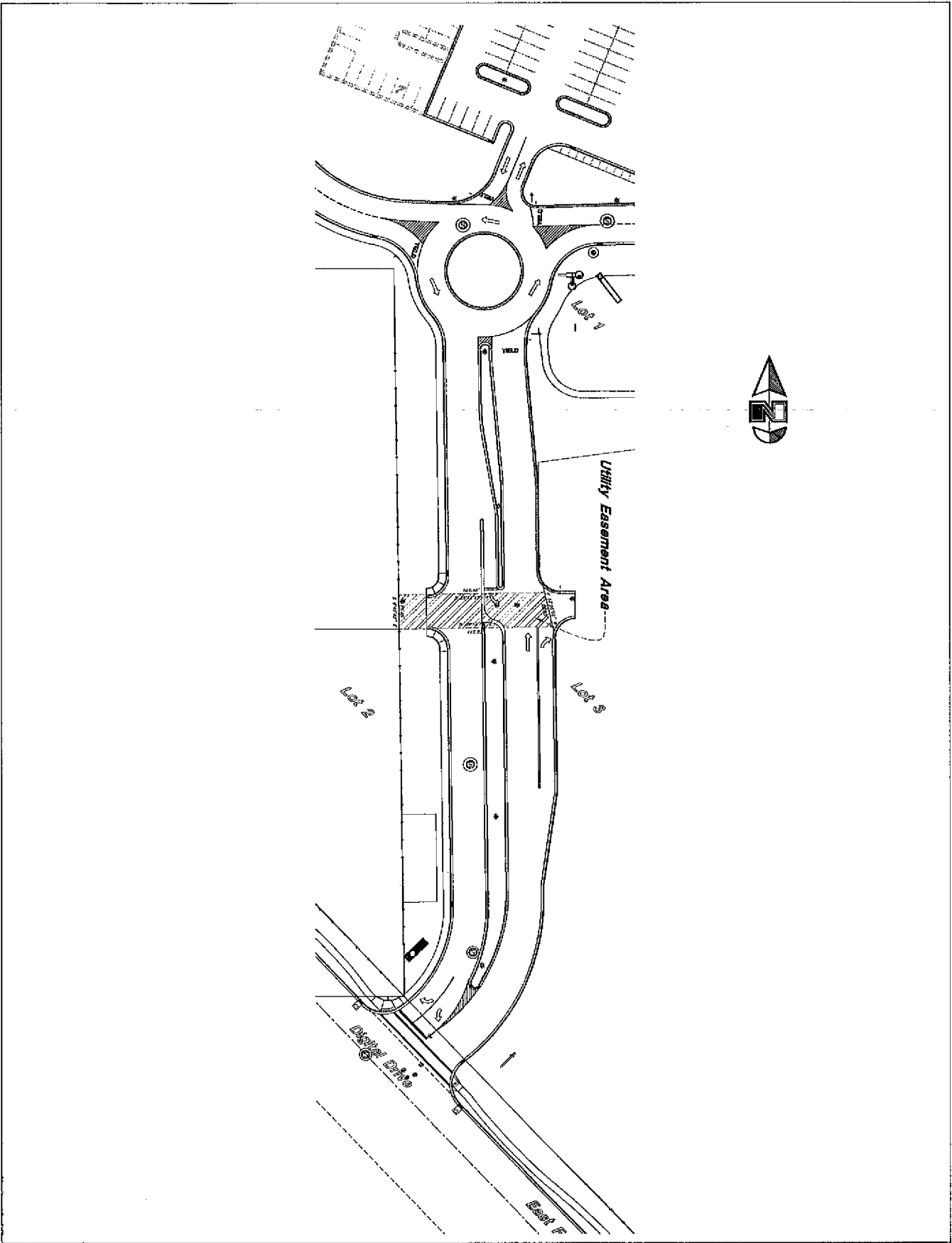
Beginning at a point on the West line of Lot 2, Mountain Point Medical Center Commercial Subdivision, in Lehi City, Utah County, Utah, said point being 1604.35 feet South $0^{\circ}01'34''$ East along the Section line, and 2164.45 feet North $89^{\circ}58'26''$ East and the West Quarter corner of said Section 31; thence North $00^{\circ}45'45''$ West 25.46 feet along said West line; thence North $89^{\circ}14'15''$ East 107.48 feet to the West line of Lot 3 of said Mountain Point Medical Center Commercial Subdivision; thence South $13^{\circ}03'06''$ West 26.05 feet along said West line; thence South $89^{\circ}14'15''$ West 113.03 feet to the point of beginning.

Containing 2,806 square feet
or 0.064 acres, more or less.

Exhibit E

Utility Easement Area
Drawing

14166295.6



Lehi Medical Center

1800 WEST 3000 NORTH

LEHI, UTAH

GREAT PLAINS ENGINEERING
 1000 S. 1000 W. SUITE 100
 OGDEN, UT 84403
 TEL: 435-764-1111
 FAX: 435-764-1112
 WWW.GREATPLAINS-UTAH.COM

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Sheet No.	Revision	Date
1	ISSUED	05/20/15
2	REVISED	06/02/15
3	REVISED	06/02/15
4	REVISED	06/02/15
5	REVISED	06/02/15
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Lots 2 & 3
 Access and
 Utility Easement

EX4.0