



W2912814

E# 2912814 PG 1 OF 4
Leann H. Kilts, WEBER COUNTY RECORDER
30-Mar-18 0340 PM FEE \$16.00 DEP DA
REC FOR: COTTONWOOD TITLE INSURANCE AGENCY
ELECTRONICALLY RECORDED

WHEN RECORDED, MAIL TO:

IHC Health Services, Inc.
36 South State Street, 23rd Floor
Salt Lake City, Utah 84111
Attn: Corporate Real Estate Director

CT-101543

Tax Parcel No. 070020020

DECLARATION OF USE RESTRICTIONS

JACK FISHER LAND COMPANY, LLC, a Utah limited liability company (“Buyer”), enters this DECLARATION OF USE RESTRICTIONS (this “Declaration”) on March 29, 2018, for the benefit of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“Intermountain”).

Background

- A. Concurrently with this Declaration, Buyer has acquired real property from Intermountain in Weber County, Utah (the “County”), as described in Schedule A (the “Property”), pursuant to a separate Real Estate Purchase Agreement (the “Purchase Agreement”).
- B. As a condition precedent and inducement for Intermountain to sell the Property under the Purchase Agreement, Buyer agreed to place use restrictions on the Property prohibiting certain healthcare and related uses, subject to the following terms.

Terms

1. Healthcare Use Restrictions. The Property is subject to the following restrictions (collectively, the “Healthcare Use Restrictions”):
 - (a) No person or entity may use the Property for any Prohibited Healthcare Use (as defined below) without Intermountain’s prior written consent (which Intermountain may withhold, condition, or delay in its sole discretion), except to the extent required by any applicable law.
 - (b) No Prohibited Healthcare Provider (as defined below) may acquire, own, lease, occupy, manage, or control (either directly or indirectly) the Property without Intermountain’s prior written consent (which Intermountain may withhold, condition, or delay in its sole discretion), except to the extent required by any applicable law.
2. Definitions.
 - (a) “Basic Ancillary Services” means Healthcare Services that are (i) exclusively for the benefit of the patients of individual physicians, dentists, or other individual health care providers who Use improvements on the Property, (ii) ancillary and incidental to their practices, and (iii) customary in the practices of similarly-situated physicians, dentists, or other individual health care providers in the County.
 - (b) “Healthcare Services” means diagnostic, therapeutic, rehabilitative, laboratory, respiratory therapy, physician therapy, or other medical or health-related services, whether office or clinical, whether in-patient or out-patient, by or under the supervision of physicians (or any affiliated provider), dentists, medical personnel, or other health care providers.

- (c) “Prohibited Healthcare Use” means Healthcare Services that duplicate or compete with those currently provided by Intermountain or currently available through Intermountain facilities located in the County, including without limitation:
- (i) surgical services of any kind (inpatient or outpatient, including surgical centers), except for surgical services that are Basic Ancillary Services;
 - (ii) imaging services of any kind (inpatient or outpatient, including imaging centers and any radiology, radiographic, ultrasound, teleradiology, or x-ray services), except for imaging services that are Basic Ancillary Services;
 - (iii) birthing and cancer care services of any kind (inpatient or outpatient, including birthing centers), except for birthing or cancer care services that are Basic Ancillary Services;
 - (iv) residential-care or other addiction-recovery or addiction treatment facilities (inpatient or outpatient); and
 - (v) residential-care or other treatment facilities for troubled or “at-risk” youth (inpatient or outpatient).
- (d) “Prohibited Healthcare Provider” means, other than Intermountain or any Intermountain affiliate:
- (i) an acute care hospital provider (e.g., Columbia/HCA, IASIS, University of Utah) or any subsidiary or affiliate of an acute care hospital provider;
 - (ii) any organization or entity formed or existing for medically-related nonprofit or tax-exempt purposes, except for a County healthcare office facility operated by the County and providing only administrative and other services that are not Prohibited Healthcare Uses; or
 - (iii) a healthcare provider, physician, or physician group (or an entity controlled by a healthcare provider, physician, physician group), or any person engaged in, or any entity formed or existing for purposes of a Prohibited Healthcare Use.
- (e) “Use” means occupying or using an improved space, on a reasonably ongoing basis or in any material respect, for the purpose for which the space was originally designed.
3. Remedies for Default. If Buyer violates the Healthcare Use Restrictions, Intermountain will notify Buyer in writing and Buyer will have 30 days to cure the default. If Buyer fails to cure the default, Intermountain may, in addition to any other remedies available to Intermountain at law or in equity, bring an appropriate action for injunctive relief or specific performance of this Declaration.
4. General Provisions. The Healthcare Use Restrictions and this Declaration are binding upon and constitute a covenant running with the Property, are binding upon Buyer and its successors and assigns, and inure to the benefit and constitute a covenant in favor of Intermountain and its successors and assigns. This Declaration will be construed, applied and enforced in accordance with the laws of the State of Utah.

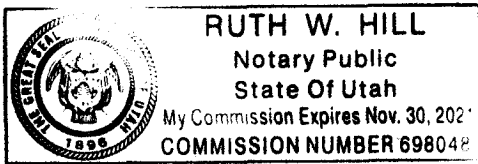
DATED to be effective as of the date first written above.

JACK FISHER LAND COMPANY, LLC,
a Utah limited liability company

By: [Signature]
Print Name: Owen Fisher
Title: Manager

STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me this 29 day of March, 2018, by OWEN FISHER, the MANAGER of JACK FISHER LAND COMPANY, LLC, a Utah limited liability company.



[Signature]
NOTARY SIGNATURE AND SEAL

EXHIBIT A
PROPERTY DESCRIPTION

A part of the Northwest quarter of Section 15, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Commencing at the Southwest corner of said Northwest corner of Section 15; thence 784.89 feet North 00°05'51" East along the section line; and 633.70 feet South 89°54'09" East to the point of beginning being an existing right of way monument and running thence three (3) courses along the East right of way line of Harrison Boulevard (SR-203) according to Highway Right of Way Plans S-162(3) Sheets 4 and 5, as follows: (1) North 64°04'09" West 74.20 feet; (2) North 31°27'00" West 484.00 feet to a point of curvature; and (3) Northwesterly along the arc of a 1,860.10 foot radius curve to the right a distance of 104.70 feet (Delta Angle equals 03°13'30" and Long Chord bears North 29°50'15" West 104.69 feet) to the intersection of said East right of way line and the North line of the Southwest quarter of said Northwest quarter; thence South 89°32'00" East 739.12 feet to the Southerly right of way line of Old Post Road, to a point of a non-tangent curve, of which the radius point lies North 48°16'26" East; thence two (2) courses along said Southerly right of way line as follows: (1) Southeasterly along the arc of a 1,507.66 foot radius curve to the left a distance of 414.62 feet (Delta Angle equals 15°45'25" and Long Chord bears South 49°36'17" East 413.32 feet); and (2) Southeasterly along the arc of a 854.67 foot radius curve to the right a distance of 23.09 feet (Long Chord bears South 56°42'34" East 23.09 feet) to an old existing fence line; thence South 00°28'15" West 254.17 feet along said old existing fence line; thence North 85°33'49" West 486.78 feet along an old existing fence line and said old fence line extended; thence South 81°13'26" West 216.96 feet to the point of beginning.

Tax Id No.: 07-002-0020