

WHEN RECORDED, MAIL TO:

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

ENT 60846:2024 PG 1 of 9  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2024 Sep 05 04:51 PM FEE 40.00 BY TM  
RECORDED FOR US Title Insurance Agency  
ELECTRONICALLY RECORDED

US Title 076255

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**DECLARATION OF RESTRICTIVE COVENANTS  
(SALT PROPERTY)**

This **DECLARATION OF RESTRICTIVE COVENANTS** (this “**Declaration**”) is executed as of the 5th day of September, 2024 (the “**Effective Date**”) by and among **MPT OF LEHI-STEWARD, LLC**, a Delaware limited liability company (“**MPT**”), **CATHOLIC HEALTH INITIATIVES COLORADO**, a Colorado nonprofit corporation (“**CHIC**”), and **SANCTUARY AT LEHI, LLC**, a Delaware limited liability company (“**SALT**”) (collectively, the “**parties**”).

**WITNESSETH:**

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

B. MPT owns that certain real property containing approximately 27.19 acres, as more particularly described on Exhibit B attached hereto (the “**Benefited Land**”). CHIC is the tenant of the Benefited Land.

C. This Declaration is executed pursuant to that certain Hospital Development Agreement dated as of February 6, 2024, among MPT, CHIC, SALT, and certain other parties (“**Development Agreement**”).

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. All of the recitals set forth above are hereby incorporated into this Declaration.

2. Restrictive Uses and Activities. The following uses, which the parties agree would compete with the services provided by on the Benefited Land, are only allowed on the Burdened Land with the prior written approval of CHIC (for as long as CHIC is the tenant of the Benefited Land), which approval CHIC may withhold or condition in its sole discretion:

(i) Pharmacies or outlets for the sale of prescription drugs (excluding any independent retailers such as Walgreens, CVS, Rite-Aid, or retailers with operations similar to such companies);

(ii) Diagnostic centers, which shall not prohibit diagnostic services provided in a physician's office as a part of the physician's practice;

(iii) Medical laboratory services (including, without limitation, reference laboratories and "draw stations"), except that such services may be provided as an ancillary service in connection with caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(iv) Birthing or delivery center or facilities;

(v) Pediatric services;

(vi) Surgery services requiring spinal, regional or general anesthesia;

(vii) Physical therapy center or occupational medicine centers, except that such services may be provided as an ancillary service in connection with caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(viii) Medical imaging services (including, without limitation, flat film x-ray, magnetic resonance, ultrasound imaging, PET, CT, mammography, nuclear, or other medical imaging services), except that plain film, x-ray and ultrasound imaging services may be provided as an ancillary service in connection with the provider caring for the provider's own patients, provided that such services are not done in joint venture with a third party and the services are not a principal source of revenue for such provider;

(ix) Cardiac catheterization laboratory services;

(x) Psychiatric services;

(xi) Licensed hospital;

(xii) Radiation therapy; or

(xiii) Urgent Care/Immediate Care Clinic.

(b) MPT, CHIC and any future owner or tenant of the Benefited Land shall have the right to prosecute any actions or proceedings at law or in equity against any owner or occupant of the Burdened Land who or which is violating or

defaulting upon any of the provisions contained in this Section 2, and to recover damages for any such violation or default. Such action or proceeding shall include the right to restrain by injunction any violation or threatened violation by such owner or occupant of any of the terms, covenants or conditions contained herein, or to obtain a decree to compel performance of any such terms, covenants or conditions, it being agreed that the remedy at law for a breach of any such term, covenant or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

(c) All of the remedies permitted or available to a party under this Section 2 or at law or in equity shall be cumulative and not alternative, and the invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

(d) If a party hereto brings an action at law or in equity to enforce the terms and provisions of this Section 2, the prevailing party as determined by the court in such action shall be entitled to recover reasonable attorneys' fees and court costs for all stages of litigation, including but not limited to, appellate proceedings, in addition to any remedy granted.

(e) The restrictions and benefits created by this Section 2 shall encumber and run with title to the Burdened Land and shall be binding upon all parties having any right, title, or any interest therein, their respective successors, and assigns, and for the benefit of the Benefited Land.

3. 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.

4. Applicable Law. This Declaration shall be construed in accordance with and governed by the laws of the State of Utah, without giving effect to its conflict of laws principles.

5. Entire Agreement. This Declaration, together with the Development Agreement and all documents delivered pursuant thereto, contains the entire agreement of the parties with respect to the matters covered hereby, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained herein or in another writing signed by the Parties, shall be binding or valid.

6. Authorization. Each individual executing this Declaration represents and warrants that he or she has been duly authorized to sign, execute, and deliver this Declaration, and that as a result of his or her signature, this Declaration shall be binding upon the party for which he or she signs.

*[Signature page follows]*

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants the day and year first above written.

**SALT:**

**THE SANCTUARY AT LEHI, LLC,**  
a Delaware limited liability company

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

By: [Signature]  
Name: Clint Brian Hobbs  
Title: Manager

By: [Signature]  
Name: Thomas D. Vegh  
Title: Manager

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Utah )  
County of Salt Lake )

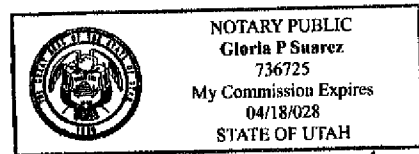
On June 6, 2024, before me, Gloria P. Suarez,  
(insert name and title of the officer)

Notary Public, personally appeared Clint Brian Hobbs,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

[Signature]

[Signature Page to Declaration of Restrictive Covenants]

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State of Utah )  
County of Salt Lake )

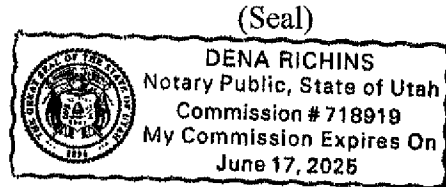
On 6/11/24, before me, Dena Richins,  
(insert name and title of the officer)

Notary Public, personally appeared Thomas D. Vejn,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Dena Richins



[Signature Page to Declaration of Restrictive Covenants]

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants the day and year first above written.

**MPT:**

MPT OF LEHI-STEWARD, LLC

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

By: Kevin Halleran  
Kevin Halleran, Authorized Representative

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois  
County of Cook

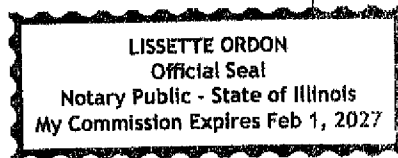
On June 11, 2024, before me, Notary Public, personally appeared Kevin Halleran, Authorized Representative, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisette Ordon

(Seal)



[Signature Page to Declaration of Restrictive Covenants]

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictive Covenants the day and year first above written.

**CHIC:**

CATHOLIC HEALTH INITIATIVES  
COLORADO

By: Andrew Gaasch  
Name: Andrew Gaasch  
Title: Treasurer

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Colorado )  
County of Arapahoe )

On May 13, 2024, before me, Bonnie Roper Notary Republic  
(insert name and title of the officer)

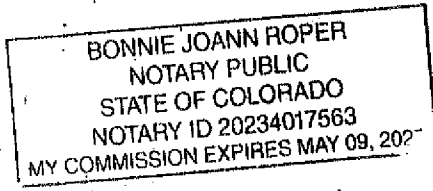
Notary Public, personally appeared Andrew Gaasch,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument  
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that  
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Bonnie Roper

(Seal)



[Signature Page to Declaration of Restrictive Covenants]

**EXHIBIT A**

**LEGAL DESCRIPTION OF BURDENED LAND**

A parcel of land located in Utah County, Utah and more particularly described as follows:

Lots 1 and 2, Sanctuary, a Commercial Subdivision, Amending Lot 2 of Lehi Botanical Subdivision, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

For reference only: Tax Parcel Nos.: 66:910:0001; 66:910:0005



**EXHIBIT B  
LEGAL DESCRIPTION OF BENEFITED  
LAND**

A parcel of land located in Utah County, Utah and more particularly described as follows:

All of Lot 5, Mountain Point Medical Center Commercial Subdivision – 1<sup>st</sup> Amendment, according to the official plat thereof on file and of record in the office of the Utah County Recorder.

For reference only: Tax Parcel No. 46:927:0005