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E# 1137987 BK1598 PG1103
DOUG CROFTS, WEBER COUNTY RECORDER
26-APR-91 1247 PM FEE \$13.50 DEP SM
REC FOR: ASSOCIATED TITLE

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS, made by ST. BENEDICT'S HOSPITAL, a Utah nonprofit corporation, of 5475 South 500 East, Ogden, Utah 84405-6978 ("St. Benedict's"),

WITNESSETH:

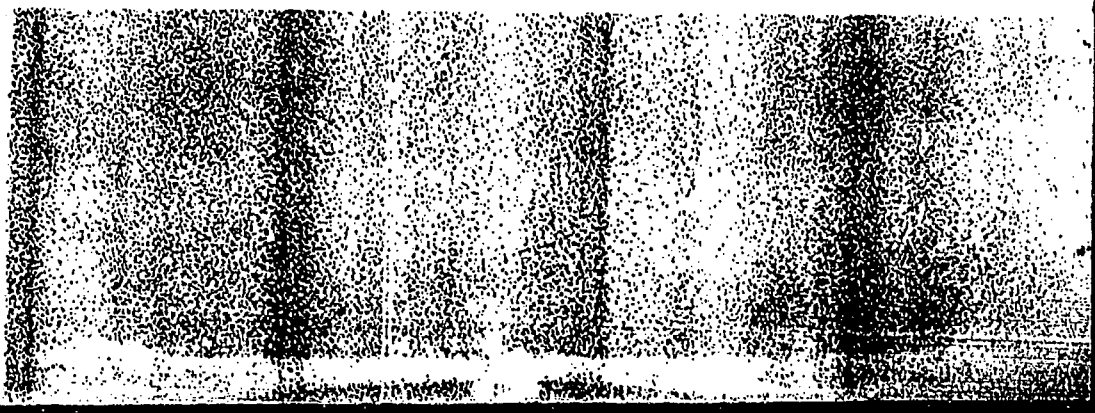
WHEREAS, St. Benedict's is the owner of the unimproved parcel of real property in Weber County, Utah, more particularly described in Exhibit A, attached hereto and made a part hereof (the "Subject Land");

WHEREAS, St. Benedict's is also the owner of the adjacent parcel of real property in Weber County, Utah, more particularly described in Exhibit B, attached hereto and made a part hereof (the "Hospital Land"), upon which the buildings and improvements known and operated as St. Benedict's Hospital are located (the "Hospital"); and

WHEREAS, St. Benedict's desires to provide for the construction and operation of a medical office building on the Subject Land (the "Building") in order (i) to provide an additional entrance to the Hospital, (ii) to provide space for additional Hospital facilities, and (iii) to provide offices for physicians who are authorized to perform medical services in the Hospital, all in accordance with the policies and standards governing the operation of the Hospital;

NOW THEREFORE, St. Benedict's hereby declares and establishes easements and restrictive covenants upon the Subject Land for the benefit of the Hospital Land as follows:

1. Access Easements. St. Benedict's hereby creates and establishes for itself and for its successors and assigns as owners of the Hospital Land, and for their tenants, subtenants, and invitees, (i) a perpetual, nonexclusive easement for vehicular and pedestrian ingress and egress and for parking of vehicles upon and across roads, driveways, sidewalks, and parking areas on the Subject Land, as the same may exist from time to time, and (ii) a perpetual, nonexclusive easement for access to the Hospital through the entry area to the Building and the first floor lobby area, the stairs, and the elevators in the Building, as the same may be constructed and exist from time to time.
2. Utility Easements. At any time that and so long as St. Benedict's or any successor owner or operator of the Hospital, or any tenant or subtenant of St. Benedict's or of any successor owner or operator of the Hospital, occupies any space on the second floor of the Building, St. Benedict's hereby creates and establishes, for itself and for its successors and assigns as owners of the Hospital Land, such easements for heating and air conditioning equipment, ductwork and controls and for other utility purposes upon the roof and through the



first, third, and, if applicable, fourth floors of the Building as may be reasonably required to connect such utilities between the second floor of the Building and the roof, the Hospital, and outside utility lines, and to install, operate and maintain heating and air conditioning equipment for the second floor of the Building upon the roof. St. Benedict's and its successor owners and operators of the Hospital shall cooperate with the owners and lessees of the Subject Land and the Building from time to time in planning, locating, installing, and maintaining the foregoing easements and the equipment and fixtures located therein to minimize interference with the use of the affected portions of the Building.

3. Use of Lobby and Access Areas. St. Benedict's hereby declares, as a restrictive covenant burdening and running with the Subject Land for the benefit of the Hospital Land, that the entry area (including outdoor canopy) to the Building and the first floor lobby area, the stairs, and the elevators in the Building shall be available to St. Benedict's, its successors and assigns as owners and operators of the Hospital, and their respective agents, tenants, subtenants, and invitees, during the Building's normal business hours and at all other hours designated by St. Benedict's or by its successor owners or operators of the Hospital, to provide access to the Hospital for all purposes.

4. Restrictions on Use of Building. St. Benedict's hereby declares, as a restrictive covenant burdening and running with the Subject Land for the benefit of the Hospital Land, that unless otherwise agreed to in writing by St. Benedict's or by its successors or assigns as owners or operators of the Hospital, on a case by case basis, the Subject Land and space in the Building shall only be used or occupied by the owner or operator of the Hospital or by physicians who are members of the active, associate, consulting, or courtesy medical staff of the Hospital. No physician occupying or using space in the Building shall offer laboratory, radiology, respiratory therapy, physical therapy, outpatient surgery, or other outpatient hospital services except for those which are used exclusively for the benefit of each such physician, and are ancillary and incidental to each such physician's primary medical practice. All activities in the Building or on the Subject Land shall be in full compliance with the Catholic Church's Ethical and Religious Directives as promulgated by the National Conference of Catholic Bishops and the U.S. Catholic Conference.

In the event that a physician tenant or occupant of the Building is suspended or removed from active, associate, consulting, or courtesy membership status at the Hospital, then such Physician shall cease using or occupying his or her space in the Building within one year after such suspension or removal.

Notwithstanding any other provision hereof to the contrary, with respect to space in the Building occupied by St. Benedict's or by St. Benedict's successors or assigns as owners or operators of the Hospital, St. Benedict's or such successor owner or operator may use the subleased space for any use which is consistent with normal hospital uses, including, but not limited to, surgery, birthing and labor rooms, waiting rooms, examination rooms, baby nurseries, physicians' offices, administrative offices, laboratory facilities, and storage facilities.

5. **Term.** The foregoing easements and restrictive covenants shall be effective as of January 1, 1991, and shall continue in effect so long as the Hospital Land is used for hospital purposes.

6. **Covenants and Easements Run with Land.** The foregoing easements and restrictive covenants shall burden and run with the Subject Land, and shall benefit and be appurtenant to the Hospital Land.

7. **Modification.** The foregoing easements and restrictive covenants shall not be amended, modified, or terminated except in writing executed by St. Benedict's or by its successors or assigns as owners of the Hospital Land. No consent to or waiver of any deviation from or exception to any of the foregoing restrictive covenants on any one or more occasions, and no suspension of use of any of the foregoing easements for any period of time, shall act as a modification, waiver, termination, surrender, or abandonment of the same or any other covenant or easement on any other occasion.

8. **Specific Enforcement.** The foregoing restrictive covenants and easements shall be specifically enforceable by St. Benedict's and by its successors and assigns as owners or operators of the Hospital, and shall be binding upon all successors and assigns of St. Benedict's as owner of the Subject Land.

IN WITNESS WHEREOF, St. Benedict's has executed this Declaration of Restrictive Covenants as of January 1, 1991.

ST. BENEDICT'S HOSPITAL,
a Utah non-profit corporation,

By


Dale S. St. Arnold, President

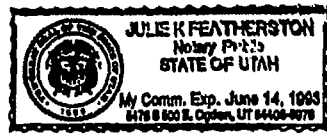
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STATE OF Utah)
COUNTY OF Weber) ; ss.

The foregoing instrument was acknowledged before me this 25th day of April, 1991, by Dale S. St. Arnold, the President of St. Benedict's Hospital, a Utah nonprofit corporation.

My commission expires:
June 14, 1993

Julie K. Featherston
Notary Public
Residing at: St. Benedict's Hospital



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EXHIBIT A

Subject Lands

**ST. BENEDICT'S HOSPITAL
MEDICAL OFFICE BUILDING**

07-052-01071-0030

A part of the Southeast Quarter of section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the Southerly Wall of Wing No. 5 of St. Benedict's Hospital 0.8 feet South 72° 26'00" West from the most Easterly point of said Wing No. 5 of St. Benedict's Hospital, and said point being 697.24 feet North 0° 26'00" East along the Section line and 506.08 feet North 89° 34'00" West from the Southeast Corner of said Section 17; and running thence South 17° 34'00" East 125.67 feet; thence South 72° 26'00" West 95.33 feet; thence North 17° 34'00" West 72.67 feet; thence South 72° 26'00" West 21.33 feet; thence North 17° 34'00" West 60.00 feet; thence North 72° 26'00" East 32.79 feet, more or less to the Westerly Wall of said Wing No. 5 of St. Benedict's Hospital; thence South 17° 34'00" East 7.00 feet along said Wall to the Southern most point of said Wing No. 5 of St. Benedict's Hospital; thence North 72° 26'00" East 83.87 feet along the Southerly Wall of said Wing No. 5 of St. Benedict's Hospital to the point of beginning.

Contains 13,340 Square Feet
Or 0.306 Acre

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EXHIBIT B

Hospital Lands

**ST. BENEDICT'S HOSPITAL
EASEMENT PARCEL FOR BOYER MEDICAL OFFICE BUILDING**

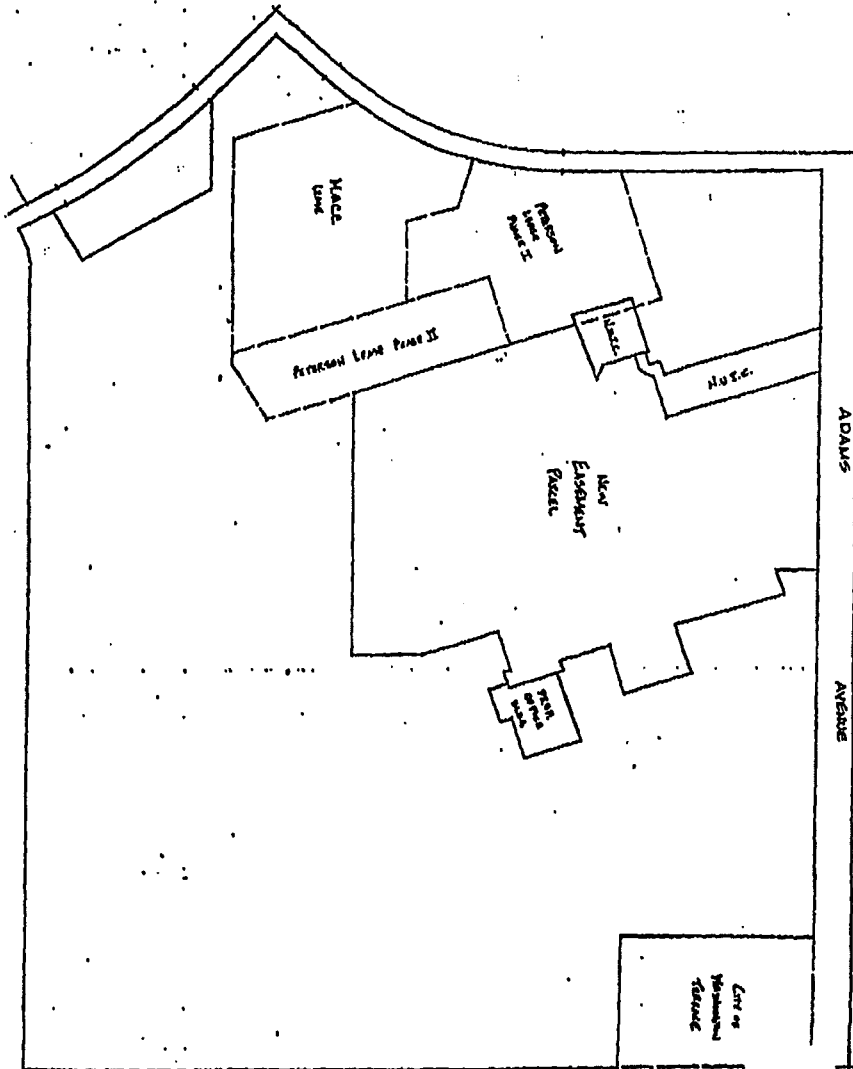
07-053-0026-0027

A part of the Southeast Quarter of section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of Adams Avenue which is North 0°26' East 884.32 feet along the East line of Section 17 and North 89°34' West 66.00 feet from the Southeast Corner of said Section 17 and running thence North 0°26' East 347.55 feet along said West line of Adams Avenue to the South line of the Northern Utah Imaging Center, Ltd Property; thence Seven (7) courses along said property as follows: South 72°24'35" West 268.99 feet; North 17°35'25" West 73.92 feet; North 62°35'25" West 28.28 feet; North 17°35'25" West 27.53 feet; South 72°24'35" West 61.67 feet; South 27°24'35" West 23.80 feet and North 17°35'25" West 101.30 feet to the South line of the Peterson Lease Parcel; thence South 72°26' West 400.01 feet along said South line; thence South 0°21'46" West 462.22 feet; thence South 89°34' East 125.75 feet; thence North 72°25'34" East 133.67 feet, more or less to the exterior wall of the St. Benedict's Hospital; thence Four (4) courses along said wall; South 17°34'26" East 71.93 feet; South 72°26' West 11.02 feet; South 17°34' East 27.69 feet and North 72°26' East 94.86 feet along said wall and wall extended; thence North 17°34' West 18.72 feet; thence North 72°26' East 86.34 feet; thence South 17°34' East 89.22 feet; thence North 72°26' East 124.00 feet; thence North 17°34' West 89.21 feet; thence North 72°26' East 183.25 feet; thence North 17°34' West 46.53 feet; thence South 89°34' East 75.47 feet to the point of beginning.

Contains 8.737 Acres

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