



W2912824

E# 2912824 PG 1 OF 6
Leann H. Kilts, WEBER COUNTY RECORDER
30-Mar-18 0353 PM FEE \$20.00 DEP JC
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

MEMORANDUM OF CONSENT TO SPECIFIC USE

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“Intermountain”) and JACK FISHER LAND COMPANY, LLC, a Utah limited liability company (“JFC”), enter this MEMORANDUM OF CONSENT TO SPECIFIC USE (this “Memorandum”) on March 14, 2018.

1. Concurrently with this Memorandum, JFC has acquired real property in Weber County, Utah, as described in Schedule A (the “Property”), from Intermountain under the terms of a Real Estate Purchase Agreement (the “Purchase Agreement”).
2. As a condition precedent to and inducement for Intermountain to sell the Property under the terms of the Purchase Agreement, JFC agreed to place certain use restrictions on the Property pursuant to the Notice of Use Restrictions (the “Use Restrictions”) dated 7-20-2018 and recorded in the official real estate records for Weber County, Utah (the “Official Records”) on 07-30-2018 as Entry No. 2012014.
3. As also required by the Purchase Agreement, Intermountain has consented to (a) JFC’s use of the Property as an independent living, assisted living, and memory care facility (the “Permitted Use”), and (b) certain other carve-outs to the Use Restrictions, as more particularly described in a separate “Consent to Specific Use” between the parties dated concurrently with this Memorandum.
4. The carve-outs specified in the Consent to Specific Use (collectively, the “Carve-Outs”) are personal to JFC and do not constitute covenants or obligations running with the Property or rights appurtenant to the Property. The Consent to Specific Use may be assigned to any subsequent transferee of the Property, and Intermountain will not withhold its re-affirmed consent to the Carve-Outs for the benefit of the subsequent transferee, so long as the subsequent transferee certifies to Intermountain, in writing within ninety (90) days following the transfer of the Property, that its use will be substantially identical to the Permitted Use and that it will otherwise comply with the Carve-Outs and other conditions specified in the Consent to Specific Use. Except with respect to a transfer of the Property to a wholly owned subsidiary or affiliate of JFC, JFC or the transferee of the Property shall, at the time of such transfer, provide written notice to Intermountain of the transfer of the Property. For purposes of this section, the term “affiliate” shall mean and refer to any entity in which JFC, or a principal of JFC, has an economic or managerial interest, or any investor of JFC whereby JFC maintains day-to-day control of the Property.
5. This Consent automatically terminates in the event JFC or any subsequent transferee: (a) abandons the Property; (b) ceases to use the Property for the Permitted Use at any time for

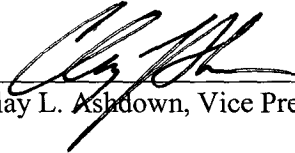
longer than 18 consecutive calendar months, excluding planning, entitlement and construction periods, periods of reconstruction or renovations, provided JFC or any subsequent transferee pursues such planning, entitlement, construction, reconstruction or renovation diligently and without delay; or (c) violates any of the other material terms of this Consent and fails to cure any of the foregoing violations within 30 days after written notice from Intermountain.

6. This Memorandum will be construed, applied and enforced in accordance with the laws of the State of Utah. This Memorandum will be recorded in the Official Records.

[Signatures on Following Page]

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

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: 
Clay L. Ashdown, Vice President

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

By: _____
Print Name: _____
Title: _____

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

The foregoing instrument was acknowledged before me this 29 day of March, 2018, by Clay L. Ashdown, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.


NOTARY SIGNATURE AND SEAL



STATE OF UTAH)
: ss.
COUNTY OF _____)

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

NOTARY SIGNATURE AND SEAL

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

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: _____
Clay L. Ashdown, Vice President

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

By: _____
Print Name: Owen Fisher
Title: manager

STATE OF UTAH)
: ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of March, 2018, by Clay L. Ashdown, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

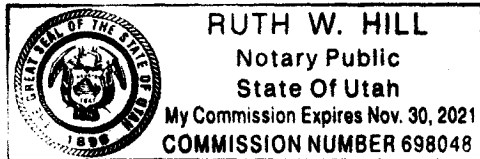
NOTARY SIGNATURE AND SEAL

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.

Ruth W. Hill

NOTARY SIGNATURE AND SEAL



Schedule A**Description of Property**

Real property located in Weber County, Utah, more particularly described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST CORNER OF SECTION 15, THENCE 748.89 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 EISTING 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 OLANS S-162(3) SHEETS 4&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 1860.10 FEET RADIUS CURVE TO THE RIGHT A DISTANCE OF 104.70 FEET (DELTA ANGLES 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 1507.66 FEET 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 Parcel No. 070020020

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