

WHEN RECORDED, MAIL TO:

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

Parcel No. 11-856-0001, 11-856-0002, 11-856-0003, 11-856-0004, 11-856-0006 and 11-856-0007

DECLARATION OF DRAINAGE AND DETENTION EASEMENT

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Declarant") makes this DECLARATION OF DRAINAGE AND DETENTION EASEMENT (this "Declaration") on April 30, 2020.

Background

- A. Declarant is the fee simple owner of certain real property located in Layton, Davis County, Utah, as described in Exhibit A (the "Property").
- B. Declarant desires to adopt this Declaration to establish certain drainage and detention easements with respect to the ownership, use, management, and operation of the Property as more fully set forth herein, which easements are intended for the benefit of Declarant, each Owner, and the protection and preservation of the value of each Parcel, and the Property as a whole.

Terms

Declarant declares the following:

1. Definitions. Unless otherwise defined herein, the following terms have the meanings given in this Section I.
 - (a) "County" means Davis County, Utah.
 - (b) "Default Rate" means the lesser of (i) eighteen per cent (18%) per annum, or (ii) the highest interest rate permitted under the laws of the State of Utah.
 - (c) "Easement" or "Easements" means any easement or, as the context may require, all easements (i) granted pursuant to the provisions of this Declaration, (ii) to which the Property is subject pursuant to documents which have been or will be recorded with the County Recorder, or (iii) currently existing or affecting all or any portion of the Property, whether or not recorded.
 - (d) "Governmental Authority" means any federal, state, or local governmental or quasi-governmental agency(ies) or authority(ies) having applicable jurisdiction, including without limitation any local district(s), special services district(s), assessment district(s), special improvement district(s) (or similar organized unit(s)) created for the purpose of

administering, financing, paying for, controlling, or overseeing all or any portion of any public amenities or facilities, and/or any other applicable subject matter.

- (e) "Occupant" means any party, whether such party is an individual, corporation, limited liability company, joint venture, partnership, or other group, entity or association which has purchased, leased, rented or otherwise acquired the right to occupy and/or use any Parcel or portion thereof, whether or not such right is exercised.
 - (f) "Owner" means any party, including Declarant, whether such party is an individual, corporation, limited liability company, joint venture, partnership, entity or association, which holds in fee title, the rights and incidents of ownership of a Parcel within the Property as evidenced in the official records of the County. The term "Owner" does not refer to any party that has an interest solely as security for performance of any obligation, including a deed of trust or mortgage.
 - (g) "Parcel" means each portion of the Property described on Exhibit A and depicted on Exhibit B which may be separately transferred or conveyed under the laws of the State of Utah.
2. Submission. Declarant declares that the Property be held, sold, conveyed, transferred, designed, constructed, operated, used, maintained, leased, subleased and occupied subject to the Easements, together with all other terms and provisions, set forth in this Declaration, which are for the purpose of (among other things) establishing mutual easements, covenants and restrictions to provide for the common management and operation of certain portions of the Property, to place certain use restrictions and/or limitations on the Property and to protect and preserve the value of the Property.

This Declaration and all of the Easements and other provisions contained herein are intended to be, and do constitute covenants that run with the land and which are binding upon and inure to the benefit of Declarant, each respective Owner and Occupant, and any other party which has or may acquire any interest in or to any portion of the Property and each respective grantee, transferee, heir, devisee, personal representative and their successors and assigns. Any party which may acquire an interest in any portion of the Property, or which may occupy any portion of the Property, will be deemed to consent and agree to be bound by the Declaration and all of the Easements.

3. Easements.

- (a) General. The Property and any portion of the Property which is sold as a separate Parcel will be conveyed and owned subject to and together with the Easements recited in this Declaration, whether or not such Easements are specifically set forth in the document of conveyance. In each instance the physical location of an Easement may, in some circumstances, be located in the same place as other Easements and the use thereof may be shared with other Easements similarly located and in each such instance the rights and privileges associated with each such Easement will be interpreted separately, but the use will be deemed to be non-exclusive with any other Easement similarly located. Except as addressed elsewhere in this Declaration, no Easement may be amended, extinguished or otherwise modified in any manner by an amendment to this Declaration without the express written approval of the Owner of the Parcel which is benefitted or intended to be benefitted by the existence of such Easement. It is expressly agreed that any and all Easements granted pursuant to this Declaration will survive any termination, expiration or other cessation of this Declaration and will be extinguished only upon the execution and delivery of a separate,

written termination executed by the party legally entitled to terminate the Easement intended to be terminated.

- (b) Drainage Easements. Each Owner of Parcels 1, 2, 3, and 4 is granted a perpetual, non-exclusive Easement on, over, across, under and through that portion of Parcels 1, 2, 3, and 4 located within the private drive legally described on Exhibit C (the "Drainage Easement Area"), which drive is to be commonly known as "400 South Street," for the purposes of: (i) storm drainage of its respective Parcel into the Drainage Easement Area, and (ii) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances located in the Drainage Easement Area, as such storm drainage facilities may be required by any applicable Governmental Authority to drain such Parcel into the Drainage Easement Area, and provided that such storm drainage facilities do not interfere with an Owner's intended use and development of its Parcel and comply with all Governmental Authority requirements for storm drainage. In addition, the Owner of Parcel 6 is granted a perpetual, non-exclusive Easement on, over, across, under and through Parcel A for the purposes of: (1) storm drainage of Parcel 6, and (2) constructing, installing, operating, servicing, repairing, replacing and maintaining any and all storm drainage facilities and related appurtenances, as such storm drainage facilities may be required by any applicable Governmental Authority to drain such Parcel, and provided that such storm drainage facilities do not interfere with the Detention Improvements (defined below).
 - (c) Detention Easements. Each Owner is granted a perpetual, non-exclusive Easement on, over, across, under and through Parcel A for the purpose of using, maintaining, and repairing and replacing storm water control structure(s), including detention pond(s), pipes and water control structures, berms and dikes, and vegetative filters and groundcovers (collectively, the "Detention Improvements").
 - (d) Reservation. Each Owner reserves the right to use any portion of its respective Parcel for any use not inconsistent with the other Owners' Easement rights as set forth in this Section 3.
 - (e) No Public Dedication. Nothing contained in this Declaration is deemed to be a gift or dedication of any portion of the Property to or for the general public or for any public purpose whatsoever, it being the intention of the Declarant that this Declaration will be strictly limited to and for the purposes expressed herein. Notwithstanding the grant of the Easements, each Owner may be entitled to take whatever steps it deems reasonably necessary to protect and preserve the private ownership of its Parcel and to prevent the same from being dedicated to the public use as a matter of law. An Easement granted to the County and/or a Governmental Authority will be deemed granted to the County and/or the applicable Governmental Authority only, which may be used by its employees, agents, contractors and representatives in performance of their respective duties within the Property, and will not be construed to be a grant to the public generally.
4. Payment of Shared Costs. Notwithstanding anything in this Declaration to the contrary, each Owner will be responsible for its share of the following costs:
- (a) Maintenance, Repair and Replacement of the Detention Improvements. Each Owner will pay its pro rata share, based on the total square footage of its Parcel compared to the total square footage of the Property, of all costs and expenses to maintain, repair and replace the Detention Improvements.

- (b) Payment of Shared Costs. During the period of time in which Declarant owns any Parcel, Declarant will initially pay all such costs set forth above in this Section 4(a) and each other Owner will reimburse Declarant for its share of such costs as set forth above within thirty (30) days of receiving written notice. If any Owner fails to reimburse Declarant as set forth above, Declarant will have: (1) the right to charge such Owner interest at the Default Rate, (2) a lien on the Parcel of the defaulting Owner for such unpaid amounts plus interest at the Default Rate and other amounts as more fully set forth herein, (3) any and all other rights and remedies provided at law or in equity for the collection of debts. After Declarant no longer owns any Parcel, Parcel A Owner will have all of Declarant's rights and obligations set forth above in this Section 4(b).

5. Rights, Duties and Obligations.

- (a) Indemnification. To the fullest extent permitted by applicable law, each Owner and its successors and assigns agree to indemnify, defend and hold the other Owners harmless from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of: (i) the acts and omissions of such Owner and its agents, servants, employees, contractors, and/or invitees on the Property; and (ii) the use of any other Parcel by such Owner and its agents, servants, employees, contractors or invitees. The terms and conditions of this provision will remain effective, notwithstanding the expiration or termination of this Declaration.
- (b) Insurance. Each Owner will obtain and maintain a policy of general commercial liability insurance sufficient to insure its respective interests against claims for personal injury, bodily injury, death, and property damage occurring on, in or about the Property.
- (c) Enforcement.
- (i) Non-Monetary Default. If any default or breach of this Declaration of any non-monetary obligation ("Non-Monetary Default") by any Owner is not remedied within thirty (30) days after notice from another Owner, the non-defaulting Owner may reasonably enforce this Declaration (including, without limitation, any and all easements, covenants, conditions, restrictions, terms, provisions, rights and/or duties now or hereafter imposed in any of the foregoing) through any of the following methods: (i) bring a suit at law or in equity to enjoin any violation or to recover monetary damages or both; or (ii) perform the necessary action specified in the notice. If any owner opts to enforce this Declaration via self-help as set forth above in subsection (ii), the defaulting Owner will reimburse the performing Owner for all costs and expenses incurred in performing the necessary action within sixty (60) days of receiving written notice thereof.
- (ii) Monetary Default. If any default or breach of this Declaration of any monetary obligation (a "Monetary Default") is not remedied within thirty (30) days after notice from another Owner, the non-defaulting Owner (the "Curing Owner") may reasonably enforce this Declaration as follows:
- (1) Notice of Claim of Lien. If there is a Monetary Default, any delinquent amounts, together with interest at the Default Rate, costs and attorneys' fees incurred by the Curing Owner in the collection of the delinquent amounts, will be a lien against

the Parcel of the defaulting Owner (the "Delinquent Owner") in favor of the Curing Owner. To evidence such a lien, the Curing Owner may prepare and execute a written notice of lien setting forth the delinquent amounts, the name of the Delinquent Owner, a description of the Delinquent Owner's Parcel, and any other information required by law, which may be recorded.

- (2) Foreclosure of Lien. To the fullest extent permitted under applicable law, (i) such lien may be enforced by sale or foreclosure (judicial or non-judicial) of the Delinquent Owner's Parcel conducted in accordance with the provisions of law applicable to the exercise of powers of sale or judicial foreclosure of deeds of trust or mortgages or in any other manner permitted by law, and (ii) the Curing Owner will have the right to appoint and assign a trustee to the extent necessary or convenient for any foreclosure. In any such foreclosure, the Delinquent Owner will be required to pay the costs and expenses of such proceeding (including reasonable attorneys' fees), and such costs and expenses will be secured by the lien being foreclosed. Notwithstanding any language to the contrary, all acts regarding the liens, assessments and foreclosures as described above will be taken in accordance with applicable law. In all events, the lease of any tenant on the Delinquent Owner's Parcel will not be terminated by the foreclosure.

The failure by any Owner to enforce any provision, condition, term, limitation, restriction or prohibition set forth in the Declaration will not be deemed a waiver of any rights whatsoever.

6. Miscellaneous.

- (a) Notices. Upon acquisition of title to a Parcel, each Owner will provide written notice to Declarant and the Parcel A Owner of such Owner's address for purposes of furnishing notices in connection with this Declaration. Declarant and the Parcel A Owner will maintain a record of the notice addresses furnished by the other Owners. The address provided by an Owner will be used for any notice required to be given under this Declaration and if no such address will have been provided, then the address used by the County for the mailing of real property tax statements for such Parcel will be used for such notice. All communications, consents, and other notices provided for in this Declaration will be in writing and will be effective on the date sent by receipted hand delivery, confirmed facsimile or e-mail, nationally-recognized, overnight courier, or registered or certified mail, return receipt requested, postage prepaid.
- (b) Amendment. No supplement, modification or amendment of this Declaration will be binding unless in writing and executed by all Owners. Any such amendment will take effect upon such recordation in the office of the County Recorder.
- (c) Duration. The covenants and restrictions of this Declaration will run with and bind the Property for a term of forty (40) years from the date this Declaration is recorded, after which time, they will be automatically extended for successive periods of ten (10) years, unless terminated at the end of any period by the affirmative vote of all Owners. No termination will terminate any Easement and all such Easements will survive any termination of this Declaration and may be extinguished only in the manner provided by law for the termination of an Easement.

- (d) No Merger. The Easements, covenants and restrictions and other provisions contained in this Declaration will remain in full force and effect despite the fact that any of the Parcels may be owned by the same persons from time to time. It is the express intent of the Declarant to create a common scheme for the development and operation of the Property which will not be terminated by the doctrine of merger or otherwise unless this Declaration is terminated.
- (e) Assignment of Declarant's Rights and Remedies. Any and all of the rights, powers and reservations of Declarant may be assigned by Declarant to any person, corporation, association or other entity which assumes Declarant's duties. In the event that Declarant attempts to assign less than all of its rights, powers and reservations in this Declaration, then any such assignment must specify which rights, powers and reservations are being assigned and the only party that will be permitted to exercise a right reserved or granted unto Declarant will be the party to whom such right has been assigned. To be effective, such assignment must be in writing, must be recorded in the office of the County Recorder, and must specifically refer to the rights, powers and reservations of Declarant hereunder which are being assigned. Upon acceptance of such assignment by any such person or entity (such acceptance may be shown, among other ways, by execution of such assignment by such assignee, or by such assignee recording the assignment in the office of the County Recorder) and recording of such assignment in the office of the County Recorder, an assignee will, to the extent of such assignment, assume, and be deemed to have assumed, Declarant's duties and will have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant in this Declaration. Upon such assignment and recording, the party making such assignment will be relieved from all liabilities, obligations and duties hereunder arising from and after the date of such assignment; provided, however, the mere conveyance or transfer of ownership of the Property by Declarant to any person or party, whether by deed or other instrument of conveyance, will in no way convey any right, power or reservation of Declarant in this Declaration. A successor to Declarant by reason of any merger or consolidation of the then Declarant will automatically be deemed to have assumed Declarant's duties in this Declaration and will have the same rights and powers and be subject to the same obligations and duties as are given to and assumed by Declarant.
- (f) Violation of Law. Any violation of any federal, state, municipal or local law, ordinance, rule or regulation, pertaining to the ownership, occupation or use of any Property is declared to be a violation of this Declaration and will be subject to any and all of the enforcement procedures set forth in this Declaration.
- (g) No Third-Party Beneficiary. This Declaration has been executed and recorded for the benefit of Declarant and the Owners. No other party will be construed to be an intended third-party beneficiary of any of the rights, duties or obligations set forth herein.
- (h) Liberal Interpretation. The provisions of this Declaration will be liberally construed as a whole to effectuate the purpose of this Declaration.
- (i) Captions. The titles, headings and captions used herein are for convenience only and are not a part of this Declaration and will not be considered in construing, limiting or amplifying the terms and provisions in this Declaration.
- (j) Invalidity of Provision. If a provision of this Declaration is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect.

- (k) Exhibits. All exhibits to this Declaration are incorporated herein by this reference.
- (l) Governing Law. Utah laws, excluding its conflict-of-law provisions, govern this Declaration, and all parties submit to the exclusive jurisdiction of state and federal courts in Utah.
- (m) Force Majeure. If any party subject to this Declaration is delayed or prevented from the performance of any required act by reason of a strike, labor trouble, acts of terror, acts of nature and the elements, or any other cause beyond the reasonable control of the delayed party (financial inability excepted), i.e., "force majeure," and the delayed party is otherwise without fault, then performance of the applicable act is excused for the period of the delay, provided the delayed party will take all commercially reasonable efforts to mitigate the force majeure.

[Signatures and Acknowledgments on Following Pages]

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

DECLARANT:

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: *Clay L. Ashdown*
Print Name: Clay L. Ashdown
Title: V.P.

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

The foregoing instrument was acknowledged before me this 30th day of April, 2020, by Clay L. Ashdown, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.



Lorrie Callaway
NOTARY SIGNATURE AND SEAL

Exhibit A

Description of the Property

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

Lots 1, 2, 3, 4, 6 and A of Layton Parkway North Subdivision.

Exhibit B
Depiction of the Parcels

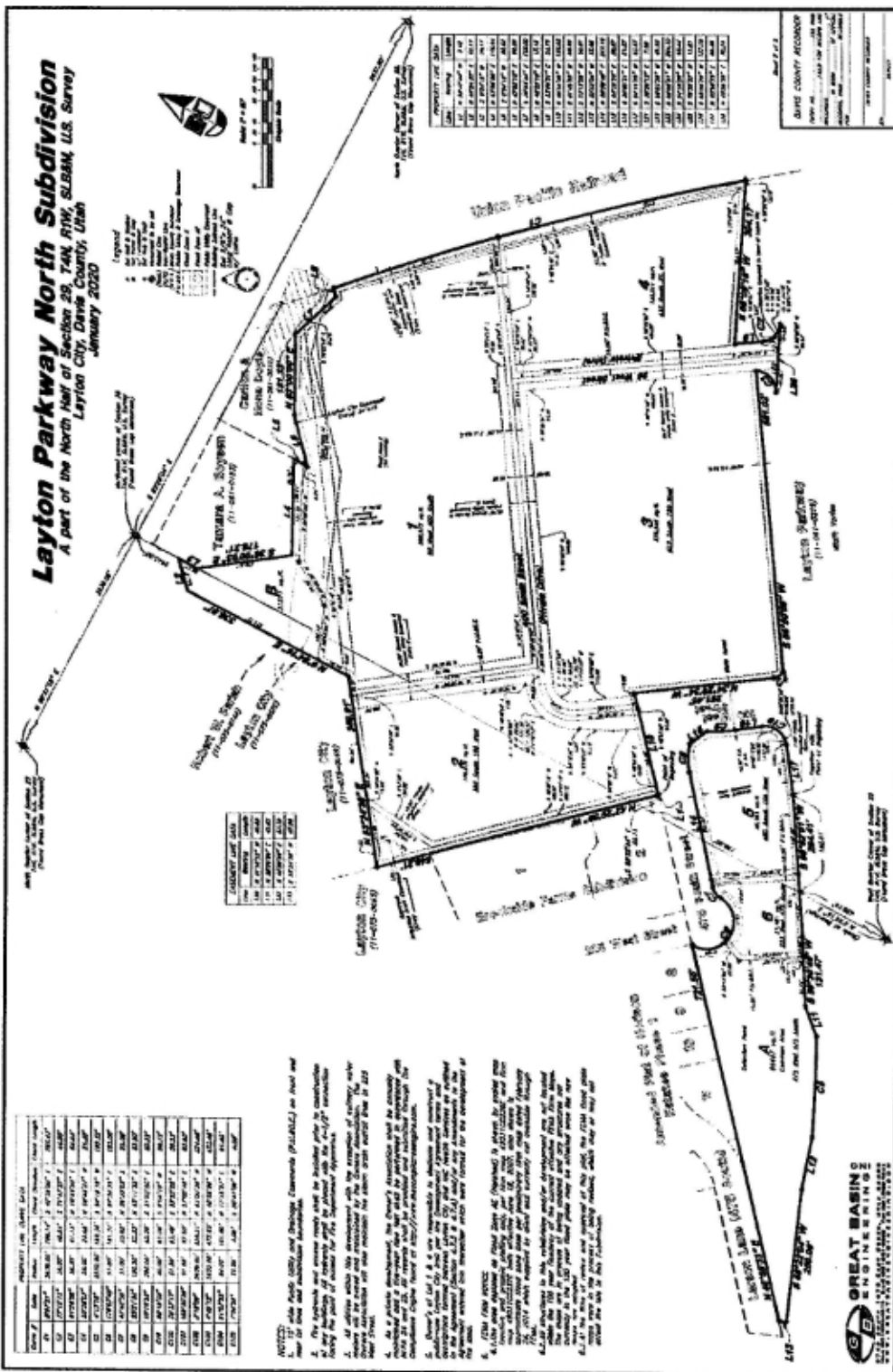


Exhibit C

Legal Description of the Drainage Easement Area

A part of the Northeast Quarter of Section 29 and the Northwest Quarter of Section 28 Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, Layton City, Davis County, Utah:

Beginning a point on the North right of way line of 475 South Street said point being, said point being 738.05 feet North $0^{\circ}04'16''$ East along the Section Line; 33.73 feet South $89^{\circ}55'44''$ East to the Southeasterly Corner of Dajany Property (Davis County Recorder's Office Entry #93497), being the North right of way line of 475 South Street and 129.05 feet thence North $48^{\circ}54'49''$ East along said North right of way line from the East Quarter Corner of said Section 29; and running thence North $34^{\circ}30'18''$ West 54.91 feet; thence North $23^{\circ}35'55''$ West 61.15 feet; thence North $34^{\circ}18'30''$ West 2.55 feet to the point of curve of a non-tangent curve, of which the radius point lies North $55^{\circ}49'01''$ East; thence Northerly along the arc of a 89.00 foot radius curve to the right a distance of 141.36 feet (Central Angle equals $91^{\circ}00'23''$ and Long Chord bears North $11^{\circ}19'13''$ East 126.97 feet); thence North $56^{\circ}48'54''$ East 4.00 feet; thence North $36^{\circ}35'30''$ West 328.78 feet to Grantor's North Property line; thence North $53^{\circ}24'30''$ East 50.00 feet along said North Property line; thence South $36^{\circ}35'30''$ East 331.75 feet; thence North $56^{\circ}48'54''$ East 541.95 feet; thence South $33^{\circ}25'24''$ East 64.42 feet; thence South $33^{\circ}10'35''$ East 464.37 feet to the North right of way line of Layton Parkway; thence South $65^{\circ}56'29''$ West 50.64 feet along said North right of way line; thence North $33^{\circ}10'35''$ West 456.24 feet; thence North $33^{\circ}25'24''$ West 14.52 feet; thence South $56^{\circ}48'54''$ West 546.25 feet to the point of curve of a non-tangent curve, of which the radius point lies South $33^{\circ}10'35''$ East; thence Southerly along the arc of a 39.00 foot radius curve to the left a distance of 62.03 feet (Central Angle equals $91^{\circ}07'55''$ and Long Chord bears South $11^{\circ}15'27''$ West 55.70 feet); thence South $34^{\circ}18'30''$ East 110.08 feet to the North right of way line of said 475 South Street; thence South $48^{\circ}54'49''$ West 61.61 feet along said North right of way line to the POINT OF BEGINNING.

Containing 81,754 square feet, more or less.