

WHEN RECORDED, PLEASE RETURN TO:

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Ent 329087 Bk 0955 Pg 0535-0538
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2007 NOV 29 3:51pm Fee 17.00 JP
FOR FIRST AMERICAN NCS - SOUTH TEM
ELECTRONICALLY RECORDED

NCS-300270 CP

NOTICE OF USE RESTRICTIONS

This NOTICE OF USE RESTRICTIONS (the "Notice") is executed in favor of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Intermountain Healthcare"), having a mailing address at 36 South State Street, 22nd Floor, Salt Lake City, Utah 84111, by ELMA L. CLYDE, an individual ("Clyde"), having a mailing address at 150 East 400th North, Heber City, Utah 84032-1534.

RECITALS:

A. Clyde is the owner of certain real property situated in Wasatch County, Utah, as more particularly depicted and described in attached Schedule "A" (collectively, the "Clyde Property").

B. In accordance with the terms and conditions of that certain Real Estate Acquisition Agreement, fully-executed as of May 31, 2007, by and between Clyde, as seller, and Intermountain Healthcare, as buyer (the "Agreement"), Clyde desires to impose certain use restrictions upon the Clyde Property for the benefit of Intermountain Healthcare and certain real property located near and/or adjacent to the Clyde Property owned by Intermountain Healthcare, a portion of which was acquired by Intermountain Healthcare from Clyde pursuant to the Agreement, subject to and in accordance with the terms and conditions of this Notice.

NOW THEREFORE, in consideration of the covenants and agreements set forth in the Agreement, the sufficiency of which is hereby acknowledged, Clyde hereby declares and agrees as follows:

1. Premises. The Clyde Property, together with any and all improvements now or hereafter constructed thereon (collectively, the "Subject Property"), is subject to certain use restrictions (collectively, as more particularly identified below, the "Use Restrictions") that are and shall be subject to no prior liens, claims, assessments, restrictions, or encumbrances, as follows:

Except with advance, written consent of Intermountain Healthcare, which may be withheld, conditioned or delayed in Intermountain Healthcare's sole discretion, no person or entity (excluding Intermountain Healthcare or any affiliate thereof) shall use the Subject Property, or any part thereof, for "Prohibited Health Care Services" or sell, lease, assign, transfer or convey the Subject Property, or any part thereof, to a "Prohibited Health Care Provider" (each as defined below). For purposes hereof, "Prohibited Health Care Services" means:

(a) except for basic surgical or radiographic services which are exclusively for the benefit of the patients of individual physicians or other individual health care providers, which are ancillary and incidental to the practices of such individual health care providers and which are customary in the practices of similarly-situated physicians or other individual health care providers in Wasatch County, Utah (the "County"), (i) surgery centers or facilities or surgical services of any kind or nature, and/or (ii) imaging centers or facilities for MRI or radiology, radiographic, imaging, ultrasound, or x-ray services of any kind or nature, in any case whether office or clinical, to either in-patients or out-patients by or under the supervision of physicians (or any affiliate thereof) or other health care providers; or

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- (b) residential-care or living facilities for troubled or "at-risk" youth;
- (c) inpatient or outpatient birthing centers, whether office or clinical; or
- (d) inpatient or outpatient cancer care centers or facilities, whether office or clinical.

For purposes hereof, "Prohibited Health Care Provider" means, other than Intermountain Healthcare (or any affiliate thereof);

(e) an acute care hospital provider (e.g. Columbia/HCA) or any subsidiary or affiliate thereof;

(f) except for a Wasatch County, Utah health-care office facility, which is operated by the County and which only provides administrative and other health-care services other than any Prohibited Health Care Services, any organization or entity for medically-related nonprofit or tax-exempt purposes, or;

(g) a health care provider, a physician or physician group (or an entity controlled thereby) and/or any person engaged in, or any entity formed, organized or existing for purposes of, any Prohibited Health Care Services.

2. Term of Use Restrictions. The Use Restrictions shall constitute perpetual covenants running with the Subject Property and shall bind Clyde, and her successors, personal representatives, heirs and assigns, and shall inure to the benefit of Intermountain Healthcare, and its successors and assigns.

3. Terms and Conditions. The terms and conditions of the Use Restrictions as set forth in the Agreement, together with the rights and remedies in favor of Intermountain Healthcare in that regard, are incorporated herein by this reference and reference should be made to the Agreement for the particular terms and conditions thereof.

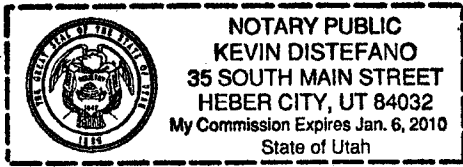
[signature page follows; remainder of page intentionally left blank]

DATED as of the 27 day of November, 2007.

Elma L. Clyde
ELMA L. CLYDE, an individual

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 27 day of November 2007, by ELMA L. CLYDE, an individual.



[Signature]
NOTARY SIGNATURE AND SEAL

 Schedule "A"

Depiction and Description of the Real Property

Real Property situated in Wasatch County, State of Utah, more particularly described as follows:

Beginning at a point on the Easterly line of the West half of the West half of the Northeast quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point being North 89°58'14" East along the Section line 665.15 feet to the Easterly line and South 00°16'31" East along said Easterly line 1310.32 feet from a found Wasatch County brass cap monument marking the North quarter corner of said Section 8, and running thence South 00°16'31" East along said Easterly line 1355.73 feet to a point on the extension of an old wire fence line, said point also being on the Northerly line of a 24.00 foot right of way as established per record of survey prepared by MCM Engineering, on file with the Office of the Wasatch County Surveyor as OWC-045-008-4-0833; thence North 89°46'24" West along said Northerly line and said old wire fence line 675.70 feet; thence South 00°07'53" West 209.98 feet, more or less, to the Easterly right of way line of Highway 40; thence North 36°54'03" West along said Easterly right of way line 1040.30 feet to a point on the Southerly line established per Boundary Line Agreement recorded May 5, 2005 as Entry No. 282776 in Book 753 on pages 54-56 with the Office of the Wasatch County Recorder; thence Easterly along said Southerly line the following four (4) courses: (1) North 59°15'59" East 223.64 feet, (2) North 61°44'41" East 138.82 feet, (3) North 80°37'16" East 112.92 feet, (4) North 87°02'14" East 186.20 feet to a point on the extension of a wire fence line; thence North 00°09'19" East, more or less, along said wire fence line 487.69 feet to the Southerly line of the Intermountain Health Care Small Subdivision, as recorded with the Office of the Wasatch County Recorder; thence Northerly along said Subdivision the following two (2) courses: (1) North 89°52'45" East 13.34 feet; (2) thence North 00°01'12" West 34.00 feet; thence North 89°52'45" East 667.77 feet to the point of the beginning.

LESS AND EXCLUDING:

Beginning at the Center (Southeast corner of the Southeast quarter of the Northwest quarter) of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence North 184.8 feet; thence West 308.0 feet, more or less, to the Northeasterly line of the State Highway right-of-way; thence South 37°50' East along the State Highway right-of-way 235.2 feet; thence East 163.35 feet to the point of beginning.

Tax Parcel No. OHE 1615-0-008-045