

WHEN RECORDED, PLEASE RETURN TO:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

Ent 329088 Bk 0955 Pg 0539-0547
ELIZABETH M PALMIER, Recorder
WASATCH COUNTY CORPORATION
2007 NOV 29 3:51pm Fee 26.00 JP
FOR FIRST AMERICAN NCS - SOUTH TEM
ELECTRONICALLY RECORDED

NCS-300270 cp

NOTICE OF COVENANT

This NOTICE OF COVENANT (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. Intermountain Healthcare is the owner of an approximately 25 acre parcel of real property located in Wasatch County, Utah, as more particularly described in attached Schedule "A" (the "Intermountain Healthcare 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 has agreed to impose, for the benefit of Intermountain Healthcare and the Intermountain Healthcare Property, certain use restrictions upon certain other real property owned by Clyde, as well as an approximately 0.4 acre parcel of real property shown on the official records of the Wasatch County Assessor as owned by Clyde, but shown on the official records of the Wasatch County Recorder as being owned by Willis Clyde and Lora Clyde as Trustees of the Willis M. Clyde and Lora A. Clyde Trust, created by declaration and instrument dated July 19, 1979 (the "Clyde Trust"), said 0.4 acre parcel being more particularly described in attached Exhibit "B" (the "Clyde Trust Parcel").

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. Covenant. In the event Clyde, or her heirs, personal representatives, successors or assigns, shall hereafter obtain, own, hold or possess record title in or to the Clyde Trust Parcel, or in the event Clyde or such heirs, personal representatives, successors or assigns shall hereafter be named or designated as a successor trustee of the Clyde Trust, and whether, in either such case, by judicial determination or otherwise, Clyde or such heirs, personal representatives, successors or assigns, shall immediately execute, acknowledge and deliver to Intermountain Healthcare, for recording against the Clyde Trust Parcel in the official records of the Wasatch County Recorder, a "Notice of Use Restrictions" in favor of Intermountain Healthcare in the form attached hereto as Exhibit "C".

2. Term of Covenant. The foregoing covenant shall constitute a perpetual covenant running with the Clyde Trust Property, as and to the extent Clyde owns or holds a present right, title or interest in or to the Clyde Trust Parcel by operation of law or otherwise, and, in any event and notwithstanding the absence of any such present right, title or interest, 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, and the Intermountain Healthcare Property.

3. Terms and Conditions. The terms and conditions of the use restrictions set forth in the

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Notice of Use Restrictions and 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 Notice of Use Restrictions and the Agreement for the particular terms and conditions thereof.

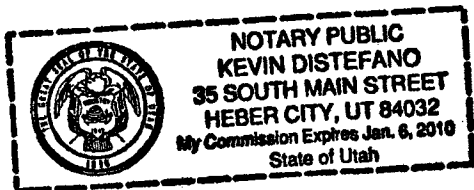
DATED as of the 27 day of November, 2007.

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 Intermountain Healthcare Property

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

Beginning at a point on the Easterly line extension of IHC Parcel A, Intermountain Health Care Small Subdivision Plat, as recorded with the Office of the Wasatch County Recorder as Entry No. 225957 in Book 470 on pages 159-168, said point being South 01°12'51" East 467.61 feet and South 00°01'12" East 31.42 feet from a found Wasatch County brass cap monument marking the North Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, and running thence South 81°28'02" East 19.21 feet; thence South 65°35'39" East 681.09 feet, thence South 72°04'50" East 29.04 feet, more or less, to a point on an old wire fence line; thence Southerly, more or less, along said old wire fence line the following four (4) courses: (1) South 00°10'53" West 168.10 feet, (2) South 03°15'00" West 66.28 feet, (3) South 01°22'00" East 111.52 feet, (4) South 00°55'57" East 172.13 feet; thence South 89°52'45" West 667.77 feet to the Easterly line of said IHC Parcel A; thence along said IHC Parcel A the following eight (8) courses: (1) South 00°01'12" East 34.00 feet, (2) South 89°51'45" West 1015.95 feet, (3) North 00°06'38" West 150.07 feet, (4) North 89°47'17" East 192.70 feet, (5) North 51°05'17" East 156.42 feet, (6) North 627.49 feet, (7) South 89°44'08" East 523.33 feet, (8) South 81°19'05" East 180.27 feet; thence North 00°01'12" West along said Easterly line extension 1.67 feet to the point of the beginning.

Tax Parcel No. OHE 1615-0-008-0045

Schedule "B"

Depiction and Description of the Clyde Trust Parcel

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

Beginning at the Center of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, thence West 9.9 rods to the Highway; thence South $37^{\circ}50'$ East 16.14 rods; thence North 12.75 rods to the point of beginning.

Tax Parcel No. OHE 1615-0-008-0045

Schedule "C"

Form of the Notice of Use Restrictions

(attached)

WHEN RECORDED, PLEASE RETURN TO:

Guy P. Kroesche, Esq.
STOEL RIVES LLP
201 South Main Street, Suite 1100
Salt Lake City, Utah 84111

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 / successor trustee to the Willis M. Clyde and Lora A Clyde Trust, as applicable] ("Clyde"), having a mailing address at 150 East 400th North, Heber City, Utah 84032-1534.

RECITALS:

A. Clyde [or Clyde Trust, as applicable] is the owner of an approximately 0.4 acre parcel of real property situated in Wasatch County, Utah, as more particularly depicted and described in attached Exhibit "A" (the "Real 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 Real Property for the benefit of Intermountain Healthcare and certain real property located near and/or adjacent to the Real 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 Real 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

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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

- (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 ____ day of November, 2007.

ELMA L. CLYDE
[an individual or successor trustee of the Clyde Trust, as
applicable]

STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this ____ day of November 2007, by
ELMA L. CLYDE [an individual or successor trustee of the Clyde Trust, as applicable].

NOTARY SIGNATURE AND SEAL

Exhibit "A"

Depiction and Description of the Real Property

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

Beginning at the Center of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, thence West 9.9 rods to the Highway; thence South $37^{\circ}50'$ East 16.14 rods; thence North 12.75 rods to the point of beginning

Tax Parcel No. OHE 1615-0-008-0045