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WHEN RECORDED, MAIL TO:

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50 South Main Street, Suite 1600
Salt Lake City, Utah 84144

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UTAH CO RECORDER-ELIZABETH M PARCELL
1996 MAY 17 10:37 AM FEE \$17.00 BY NWC
REQUEST: SECURITY TITLE COMPANY

DECLARATION AND GRANT

OF

EASEMENT

AND

BOUNDARY AGREEMENT

THIS DECLARATION AND GRANT OF EASEMENT AND BOUNDARY AGREEMENT made and entered into as of the 15th day of May, 1996 by and between (a) IHC HEALTH SERVICES, INC., a Utah non-profit corporation (hereinafter called "IHCH") and (b) WALTER COULAM and KAREN COULAM (hereinafter called, collectively, "Coulam").

RECITALS

This instrument is made and entered into with reference to the following definitions and recitals of fact, which are a material part of this instrument:

A. IHCH Property. IHCH has agreed to purchase certain real property (hereinafter called the "Easement Property") located in the City of Heber, County of Wasatch, State of Utah and more particularly described as follows:

Beginning at a point on Center Street South 89°48'22" West 1111.00 feet (by deed west 1122 feet) from the Northeast corner of Section 5, Township 4 South Range 5 East Salt Lake Base and Meridian; thence South 00°11'38" East (by deed South) 330.00 feet; thence South 89°48'22" West (by deed West) 64.00 feet; thence North 00°11'38"

West 330.00 feet; thence North 89°48'22" East (by deed East) 64.00 feet to the point of beginning.

B. Coulam Property. Coulam is the owner of certain real property adjacent and contiguous to the Easement Property (hereinafter called the "Coulam Property") located in the City of Heber, County of Wasatch, State of Utah and more particularly described as follows:

BEGINNING 58 1/2 rods West of the Northeast corner of Section 5, Township 4 South, Range 5 East, Salt Lake Base and Meridian; and running thence West 9.50 rods; thence South 20 rods; thence East 9.50 rods; thence North 20 rods to the point of beginning.

C. Easement Premises. IHCH wishes to grant and Coulam wishes to receive non-exclusive easement over and across the Easement Property for ingress and egress to and from the Coulam Property to and from Center Street.

D. Boundary. The parties wish to agree on the boundaries between the Easement Property and the Coulam Property, and to enable IHCH to relocate an encroaching fence owned by Coulam.

TERMS

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NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the following grants, agreements, covenants and restrictions are made:

1. Grant of Easement. IHCH hereby grants to Coulam, as an easement appurtenant to the Coulam Property, a perpetual right and easement over and across the Easement Property for ingress and egress to and from the Coulam Property to and from Center Street.

2. Use of Easement Premises. Exclusive use of the Easement Property is not hereby granted, and the right to use the Easement Property for parking, ingress and egress in common with IHCH, its successors and assigns, is hereby expressly reserved by IHCH. In addition, IHCH reserves the right to make any use of the Easement Property which does not unreasonably interfere with the non-exclusive right and easement for ingress and egress which is herein granted to Coulam; and provided that IHCH shall not be permitted to construct any building on the Easement Property without the prior written consent of Coulam, which consent shall not be unreasonably withheld.

3. Road; Termination of Easement. Coulam acknowledges and agrees that IHCH is not obligated to construct any road or a road of any particular size on the Easement Property. Coulam may construct a road on the Easement Property only with the prior written consent of IHCH. In the event that IHCH constructs a private road on the Easement Property, Coulam agrees to limit the easement granted hereunder to only that portion of the Easement Property on which such private road is located, and to execute and record a quitclaim deed to IHCH with respect to the remainder of the Easement Property. In the event that IHCH constructs a road on the Easement Property which is publicly dedicated, Coulam agrees that the easement granted hereby shall thereupon terminate, and to execute and record a quitclaim deed to IHCH with respect to the entirety of the Easement Property.

4. Boundary between Easement Property and Coulam Property. IHCH and Coulam hereby agree that the record boundary between the Easement Property and the Coulam Property shall be the eastern boundary of the Easement Property as described in Recital A above.

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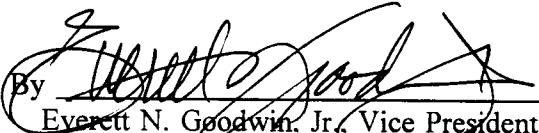
5. Relocation of Fence. Coulam hereby grants IHCH the right at any time to relocate the existing fence along and across the western boundary of the Coulam Property to the boundary between the Coulam Property and the Easement Property as established in Section 4 above. At the option of IHCH, IHCH may replace such fence at the time of its relocation so long as the replacement fence is comparable in size and quality to the existing fence. Such relocation and replacement shall be at IHCH's sole expense and shall be done in a good and workmanlike manner.

6. Running of Benefits and Burdens. All provisions in this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

7. Attorney's Fees. Either party may enforce this instrument by appropriate action, and the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorneys' fees.

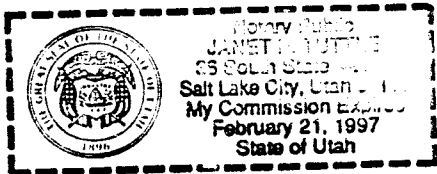
IN WITNESS WHEREOF, this Declaration and Grant of Easements and Boundary Agreement is made and executed the day and year first above written.

IHC HEALTH SERVICES, INC.

By 
Everett N. Goodwin, Jr., Vice President

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

The foregoing instrument was acknowledged before me this 14th day of May, 1996, by Everett N. Goodwin, Jr, Vice President of IHC Health Services, Inc.



Janet P. Tuttle
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

Feb. 21, 1997

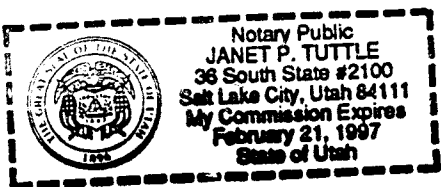
Walter Coulam
WALTER COULAM

Karen Coulam
KAREN COULAM

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STATE OF UTAH)
 : ss.
COUNTY OF WASATCH)

The foregoing instrument was acknowledged before me this 14th day of May, 1996, by Walter and Karen Coulam.



Janet P. Tuttle
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

Feb. 21, 1997