

WHEN RECORDED, MAIL TO:

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

00223760 Bk 00460 Pg 00315-00333
WASATCH CO RECORDER-ELIZABETH M PARCELL
2000 APR 28 15:00 PM FEE \$50.00 BY MWC
REQUEST: HIGH COUNTRY TITLE

DECLARATION AND GRANT

OF

EASEMENT

(Providence Heber, L.L.C.)

This Declaration and Grant of Easement (the "Declaration and Grant") is made and entered into as of April 20, 2000, by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Grantor"), and PROVIDENCE HEBER, L.L.C., a Utah limited liability company ("Grantee").

RECITALS

WHEREAS, Grantor desires to grant and Grantee desires to receive an easement upon, over and across that certain real property owned by Grantor and located in Wasatch County, State of Utah, as more particularly described in attached Exhibit "A" (the "IHCHS Property").

WHEREAS, the easement property (the "Easement Property") is a new roadway to be known as 1500 South (the "New Roadway") that connects to U.S. Highway 40, as more particularly described in attached Exhibit "B," to be used for the purpose of providing access and egress to certain real property of Grantee (the "Grantee's Property"), more particularly described in attached Exhibit "C."

NOW, THEREFORE, to these ends and in consideration of the terms and conditions of this agreement, as well as the mutual benefits to be derived herefrom and other good and valuable consideration, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee a nonexclusive easement and right of way (the "Easement") upon, over and across the Easement Property only, for vehicular and pedestrian ingress and egress to and from the Grantee's Property to U.S. Highway

40 in Heber City, Wasatch County, Utah. The Easement and/or the Easement Property shall not be used for parking of vehicles or for any other purpose other than ingress and egress by Grantee and Grantee's employees, agents, representatives, and invitees to and from Grantee's Property. Neither the Easement nor the Easement Property shall be used for other than access to Grantee's Property as general office/commercial (excluding manufacturing and industrial) space.

2. Exclusive use of the Easement Property is not hereby granted, and the right and easement for ingress and egress in common with Grantee hereby is expressly reserved by Grantor. Grantor reserves the right to make any use of the Easement Property and to grant others the right to use the Easement Property including without limitation the dedication of the Easement Property for the public use, so long as any such use does not permit any person to unreasonably interfere with the non-exclusive right and easement for use and related ingress and egress which is herein granted to Grantee.

3. The use by the holders of the dominant tenements of the Easement granted herein shall be limited to such uses as are described herein, which uses shall be made in such a manner as will least interfere with the use of the servient tenements by the owners and lessees thereof.

4. This Declaration and Grant may not be modified except with the consent of Grantor and Grantee and, then, only by written instrument duly executed and acknowledged and recorded in the office of the County Recorder of Wasatch County, Utah. Grantee may elect to terminate its use of the Easement Property at any time. In connection with any such termination, Grantee shall execute and deliver to Grantor, suitable for recording, a termination of this Declaration and Grant, to evidence such termination and to remove any encumbrance therefor on the IHCHS Property.

5. No person shall be deemed to be in default of any provision of this Declaration and Grant except upon the expiration of ten (10) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this Declaration and Grant, unless such person, prior to the expiration of said ten (10) days, has rectified the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including without limitation reasonable expenses, attorney fees and costs.

6. Through and until such time as the Easement Property shall be dedicated to Heber City, Utah as a public right-of-way, Grantor and Grantee shall maintain and share the cost of all maintenance of the Easement Property pursuant to the terms and conditions of that certain Access and Development Agreement to which the Grantor and Grantee are parties, dated as of April 20, 2000 (the "Supplemental Agreement").

7. Except as otherwise specified in the Supplemental Agreement, Grantor shall have no obligation to improve the Easement Property; provided that, if in connection with

the exercise of Grantee's rights hereunder, any part or all of the Easement Property or the Grantor's Property, or any landscape, hardscape or other improvements thereon, are disturbed, damaged or destroyed, Grantee shall immediately provide written notification thereof to Grantor and, within thirty (30) days thereafter and at Grantee's sole cost and expense, Grantee shall remediate the same to a condition substantially identical to that existing before any such disturbance, damage or destruction; provided that, in the event more than thirty (30) days shall be required, Grantee shall commence such repair or replacement within said thirty (30) day period and prosecute the same with reasonable diligence.

8. Grantor reserves the right to relocate the Easement Property to any location on the Grantor's Property or any other property adjacent or contiguous to the Grantee's Property which provides necessary and reasonable ingress and egress to and from the Grantee's Property, upon reasonable advance written notice of such relocation to Grantee.

9. Grantee shall indemnify and agrees to defend and hold Grantor harmless from any claims, causes of action, damages or litigation arising from the use of the Easement by Grantee or any employees, permittees, invitees, representatives or agents of Grantee. Similarly, any successor or assign of Grantee shall indemnify and agrees to defend and hold Grantor harmless from any claims, causes of action, damages or litigation arising from the use of the Easement by such successor or assign or any employees, permittees, invitees, representatives or agents of such successor or assign of Grantee.

10. The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the terms, covenants, conditions or agreements contained herein by the same or any other person.

11. The provisions of this Declaration and Grant are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Declaration and Grant, together with the Supplemental Agreement, contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

12. This Declaration and Grant shall be governed by and construed in accordance with the laws of the State of Utah. This Declaration and Grant shall be recorded in the records of the County Recorder of Wasatch County, Utah.

13. Nothing in this Declaration and Grant is intended to create an enforceable right, claim or cause of action by any third party against any party to this Declaration and Grant.

14. Except to the extent necessary for reasonable construction, for repair and maintenance, for traffic regulation and control, to prevent a public dedication or the accrual of

any rights to the public, or to ensure full and complete payment of the Grantee's "Proportionate Share" of the "Maintenance Expenses" (all as defined in the Supplemental Agreement), no fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use of the rights-of-way and easements herein granted shall be constructed or erected and, in any case, the Grantor shall not in any manner obstruct or interfere with the use of such rights-of-way and easements by the Grantee. Nothing contained herein shall be deemed to be a gift or dedication of all or any portion of the Easement Property for the general public or for any other public purpose whatsoever, it being the intention of the Grantor and the Grantee that this Declaration and Grant be strictly limited to the purposes expressed herein, subject to and limited as follows:

(a) The limitation that they shall not be exercised in any manner which substantially interferes (i) with the purposes for which the Easement Property is to be used as provided herein, or (ii) with the rights and easements of any other grantee.

(b) The right of Wasatch County, Utah, and any other governmental or quasi-governmental body having jurisdiction over the Grantor's Property or the Grantee's Property at any time and from time to time, and any private or public utility company serving the Grantor's Property or the Grantee's Property, of access to, and rights of ingress and egress over and across, any of the New Roadway for purposes of providing police and fire protection, and providing any other governmental, municipal or utilities services.

(c) The right of the Grantor in its sole discretion, to grant permits, licenses and easements over, across, through and under the New Roadway to any governmental or quasi-governmental authority, to any public or private utility company or to any other person or entity for the purpose of installing, maintaining or providing utilities and related facilities.

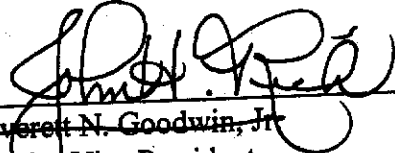
15. All of the provisions in this Declaration and Grant, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

DATED as of the 20th day of April, 2000.

GRANTOR:

IHC HEALTH SERVICES, INC., a
Utah nonprofit corporation

By


~~Everett N. Goodwin, Jr.~~
~~Senior Vice President~~

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GRANTEE:

PROVIDENCE HEBER, L.L.C.,
a Utah limited liability company

By: Jean D. Brown
Jean D. Brown, Member

By: Steven R. Brown
Steven R. Brown, Member

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2000, by Everett N. Goodwin, Jr., the Senior Vice President of IHC Health Services, Inc., a Utah nonprofit corporation.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

00223760 Bk 00460 Pg 00319

GRANTEE:

PROVIDENCE HEBER, L.L.C.,
a Utah limited liability company

By: _____
Jean D. Brown, Member

By: _____
Steven R. Brown, Member

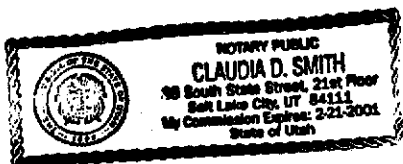
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

John H. Rich

The foregoing instrument was acknowledged before me this 20th day of April, 2000, by ~~Everett N. Goodwin, Jr.~~, the Senior Vice President of IHC Health Services, Inc., a Utah nonprofit corporation.

Claudia D. Smith

NOTARY PUBLIC
Residing at: *Salt Lake City, Utah*

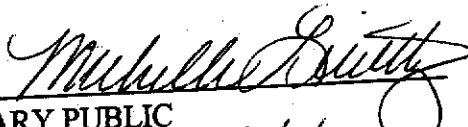


My Commission Expires:
2/21/2001

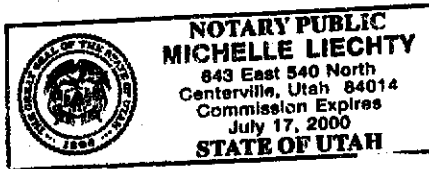
00223760 Bk 00460 Pg 00320

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 24th day of April, 2000, by Jean D. Brown and Steven R. Brown, the Members of PROVIDENCE HEBER, L.L.C., a Utah limited liability company.


NOTARY PUBLIC
Residing at: SLC, Utah

My Commission Expires:
07-17-00



00223760 Blk 00460 Pg 00321

00223760 Bk 00460 Pg 00322

Exhibit "A"

(Legal Description of Northern Property)

Parcel 1:

BEGINNING AT A POINT WHICH IS SOUTH 01°12'51" EAST 467.61 FEET AND SOUTH 00°01'12" EAST 33.09 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN;

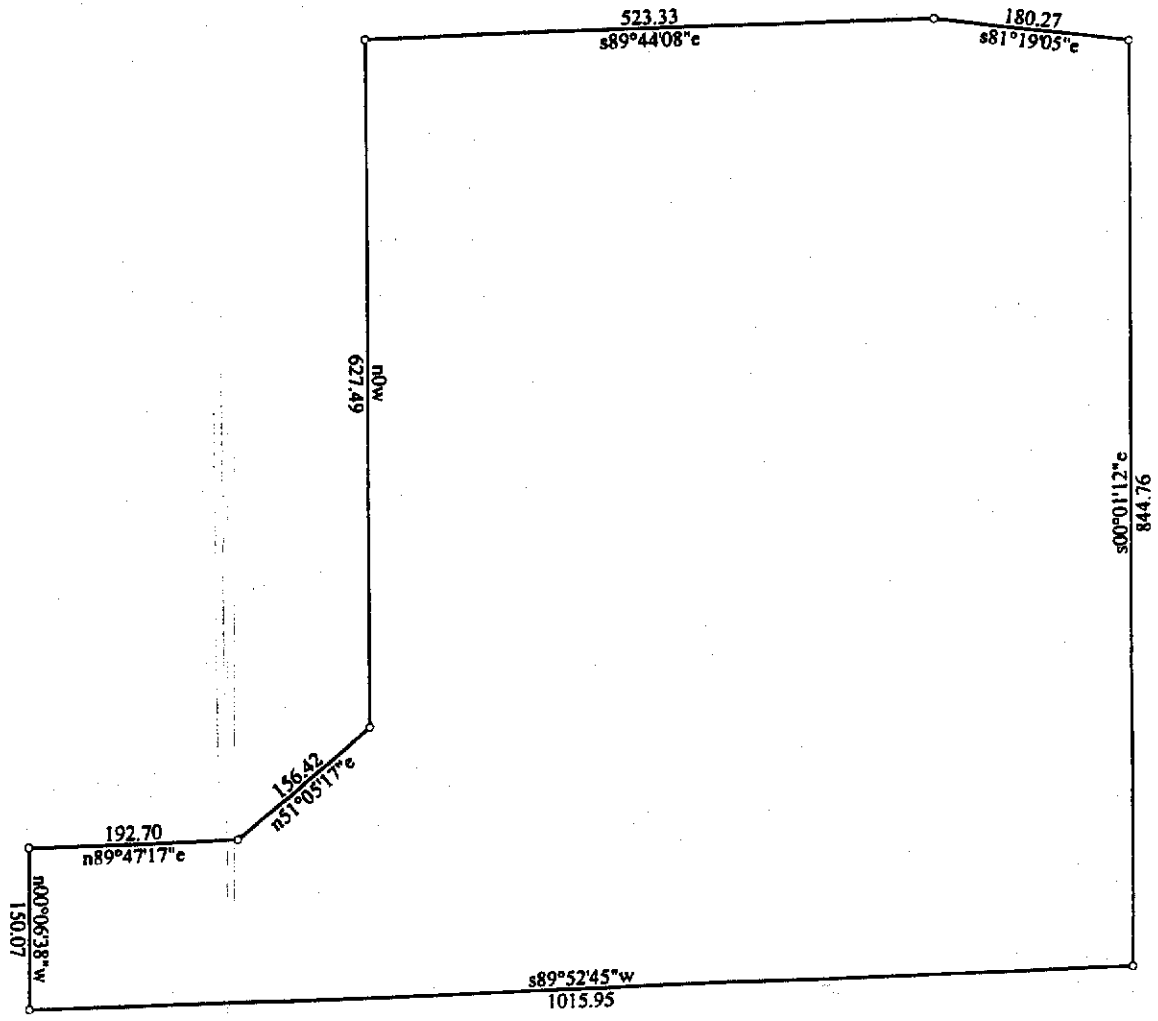
THENCE S 00°01'12"E 844.76 FEET,
THENCE S 89°52'45"W 1015.95 FEET,
THENCE N 00°06'38"W 150.07 FEET,
THENCE N 89°47'17"E 192.70 FEET,
THENCE N 51°05'17"E 156.42 FEET,
THENCE NORTH 627.49 FEET,
THENCE S 89°44'08"E 523.33 FEET,
THENCE S 81°19'05"E 180.27 FEET TO THE POINT OF BEGINNING.

Parcel 2:

COMMENCING AT THE INTERSECTION OF NORTHEASTERLY RIGHT OF WAY LINE OF US HIGHWAY 40 AND THE FENCE LINE LYING ON THE SOUTHERLY BOUNDARY OF THE QUESTAR PROPERTY, SAID POINT ALSO BEING SOUTH 1347.82 FEET AND WEST 1155.62 FEET FROM THE NORTH QUARTER CORNER OF SECTION 8, T4S, R5E, SLB&M: THENCE AS FOLLOWS:

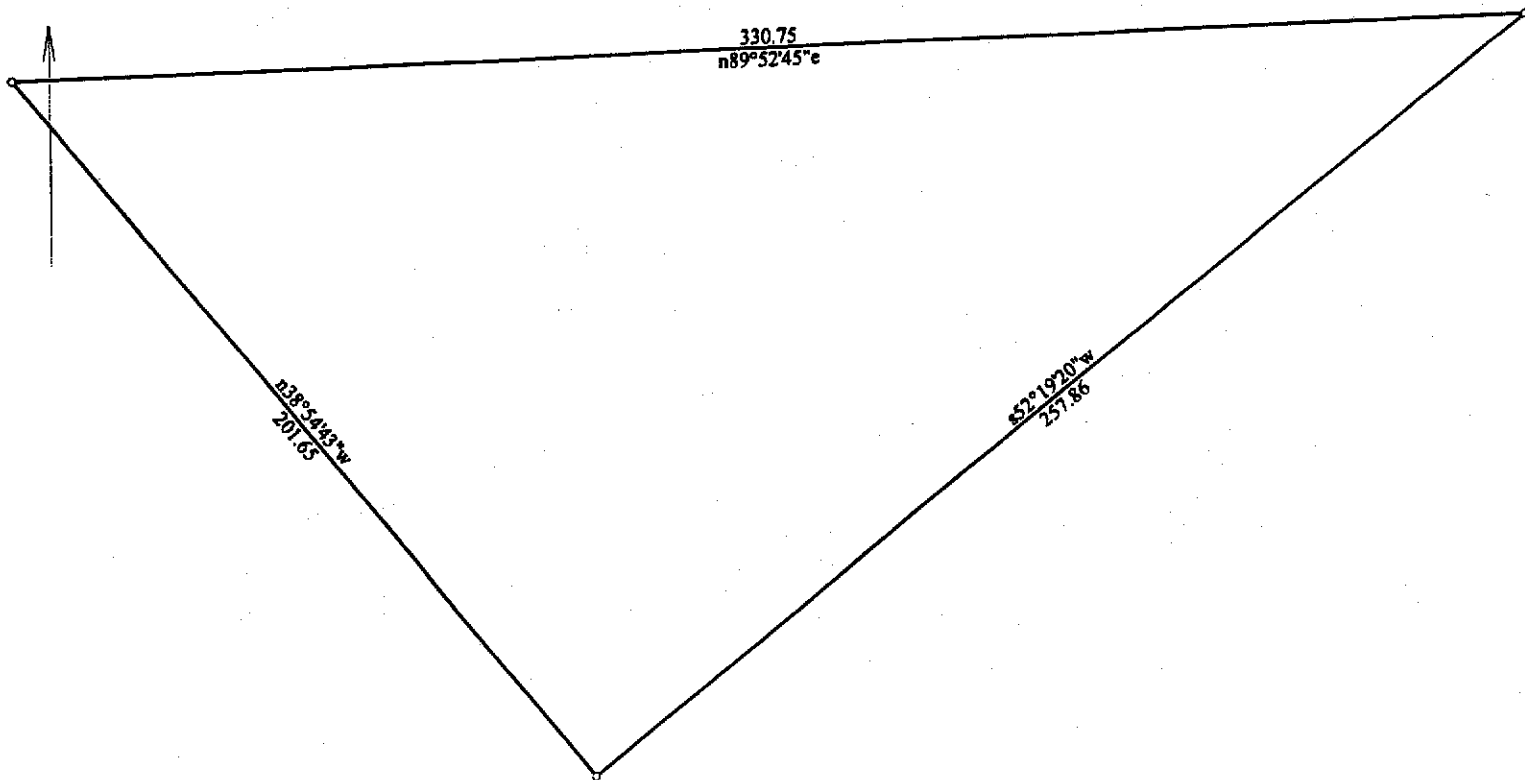
N89°52'45"E 330.75 FEET ALONG SAID FENCE LINE AND FENCE LINE EXTENSION THENCE S52°19'20"W 257.86 FEET ALONG THE SAID BOUNDARY CONVEYED BY HARRIS BETHERS TO I.H.C. IN INSTRUMENT RECORDED AS ENTRY NO. 00214645 TO SAID HIGHWAY RIGHT-OF-WAY LINE THENCE N38°54'43"W 201.65 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.



Title: IHC Wasatch County Property Parcel 1		Date: 04-19-2000
Scale: 1 inch = 176 feet	File: ihcwasatchparcel1.des	
Tract 1: 15.238 Acres: 61664.9 Sq Meters: No significant closure error. : Perimeter = 3691 feet		
001=s00.0112e 844.76	004=n89.4717e 192.70	007=s89.4408e 523.33
002=s89.5245w 1015.95	005=n51.0517e 156.42	008=s81.1905e 180.27
003=n00.0638w 150.07	006=n0w 627.49	

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Title: IHC Wasatch County Parcel 2		Date: 03-29-2000
Scale: 1 inch = 42 feet	File: ihcaccessparcel.des	
Tract 1: 0.597 Acres: 25993 Sq Feet: 2414.8 Sq Meters: No significant closure error. : Perimeter = 790 feet		
001=/s0w 1347	003=n89.5245e 330.75	005=n38.5443w 201.65
002=/n90w 1155.62	004=s52.1920w 257.86	

00223760 BK 00460 Pg 00325

B

00223760 Blk 00460 Ps 00326

EXHIBIT "B"

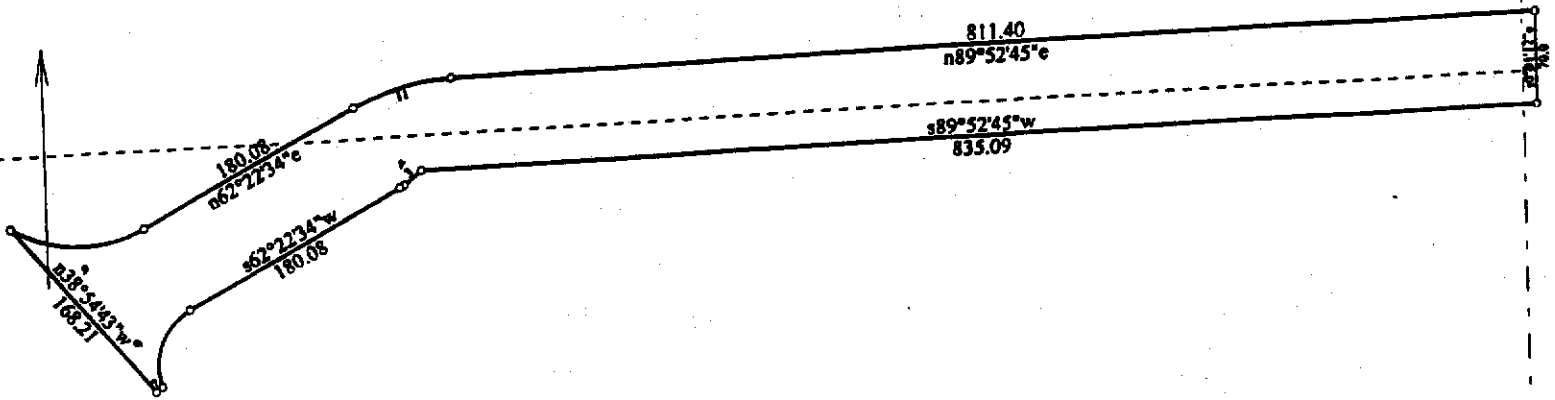
(Legal Description of New Roadway)

Property located in Wasatch County more particularly described as follows:

BEGINNING at a point which is South 1275.35 feet and East 10.19 feet from the North Quarter Corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence South $00^{\circ}01'12''$ East 70.00 feet, thence South $89^{\circ}52'45''$ West 835.09 feet, thence South $52^{\circ}19'20''$ West 16.67 feet to a point on a curve concave to the Southeast having a radius of 88.00 feet and to which point a radial line bears North $24^{\circ}59'55''$ West; thence Southwesterly 4.03 feet along said curve through a central angle of $02^{\circ}37'31''$; thence South $62^{\circ}22'34''$ West 180.08 feet to the beginning of a tangent curve concave to the Southeast having a radius of 48.00 feet; thence Southwesterly and Southerly 68.53 feet along said curve through a central angle of $81^{\circ}48'18''$; thence South $52^{\circ}19'20''$ West 5.96 feet, thence North $38^{\circ}54'43''$ West 168.21 feet to a point on a curve concave to the North having a radius of 98.75 feet and to which point a radial line bears South $33^{\circ}17'47''$ West; thence Southeasterly, Easterly, and Northeasterly 105.00 feet along said curve through a central of $60^{\circ}55'13''$; thence North $62^{\circ}22'34''$ East 180.08 feet to the beginning of a tangent curve concave to the Southeast having a radius of 160.00 feet; thence Northeasterly and Easterly 76.80 feet along said curve through a central angle of $27^{\circ}30'11''$, thence North $89^{\circ}52'45''$ East 811.40 feet to the point of beginning.

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.

00223760 BK 00460 Pg 00327



Title: IHC Access Road		Date: 03-28-2000
Scale: 1 inch = 146 feet	File: ihcaccessrd.des	
Tract 1: 1.855 Acres: 80814 Sq Feet: 7507.9 Sq Meters: Closure = s61.2013e 0.01 feet: Precision = 1/197682: Perimeter = 2522 feet		
001=n62.2234w 180.08	007: Lt. R=88.00, Arc=4.03, Delta=02.3721 Rp=24.3955e	013=n62.2234e 180.08
002=s0w 1275.35	008=s62.2234w 180.08	014: Rt. R=160.00, Arc=76.80, Delta=27.3011
003=n90e 10.19	009: Lt. R=48.00, Arc=68.33, Delta=81.4818	015=n89.5245e 811.40
004=s0.0112e 70.0	010=s52.1920w 5.96	
005=s89.5245w 835.09	011=n38.5443w 168.21	
006=s52.1920w 16.67	012: Lt. R=98.75, Arc=105.00, Delta=60.5513 Rp=33.1747e	



C



00223760 BK 00460 Ps 00329

EXHIBIT "C"

(Legal Description of Southern Property)

Property located in Wasatch County more particularly described as follows:

Phase 1:

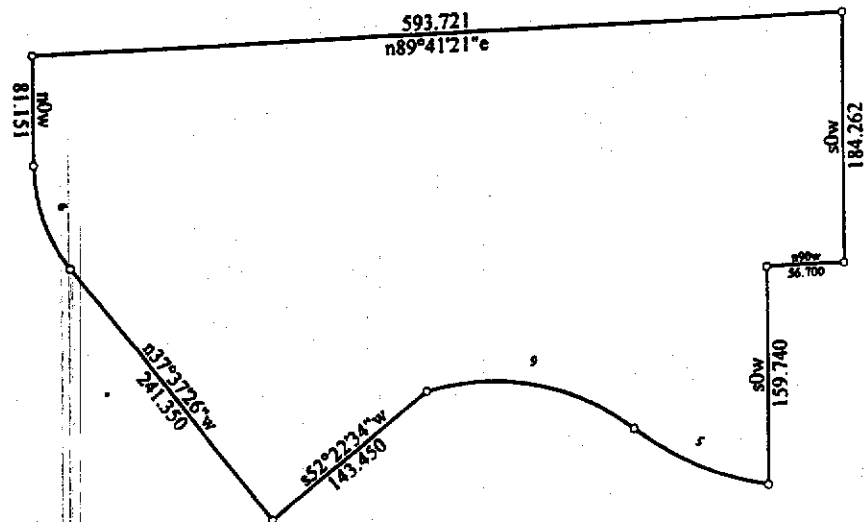
BEGINNING at a point which is South 89°50'29" West 1027.74 feet; thence South 00°09'31" East 1504.99 feet; thence North 52°07'56" East 257.369 feet; thence North 89°41'21" East 88.57 feet from the North Quarter corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base & Meridian, said point being on the Southerly line of the tract of land conveyed to Wasatch County in that certain Special Warranty Deed recorded May 18, 1995 as Entry No. 179246, in Book 297, Pages 755-756 of the Official Records of the Wasatch County Recorder, and running thence North 89°41'21" East along said Southerly line 593.721 feet; thence South 184.262 feet; thence West 56.700 feet; thence South 159.740 feet to a 225.500 foot Radius curve to the right; thence 110.059 along the arc of said curve through a central angle 27°57'51", the radius of which curve bears North 10°52'12" East to a reverse curve which has a radius of 173.470 feet; thence 160.426 feet along the arc of said curve to the left through a central angle of 52°59'24", the radius of which bears South 39°02'25" West, thence South 52°22'34" West 143.450 feet; thence North 37°37'26" West 241.350 feet to a 125.500 foot radius curve to the right; thence 82.423 feet along the arc of said curve, through a central angle of 37°37'42", the radius of which bears North 52°22'34" East, thence North 81.151 feet to the point of beginning.

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Phase 2

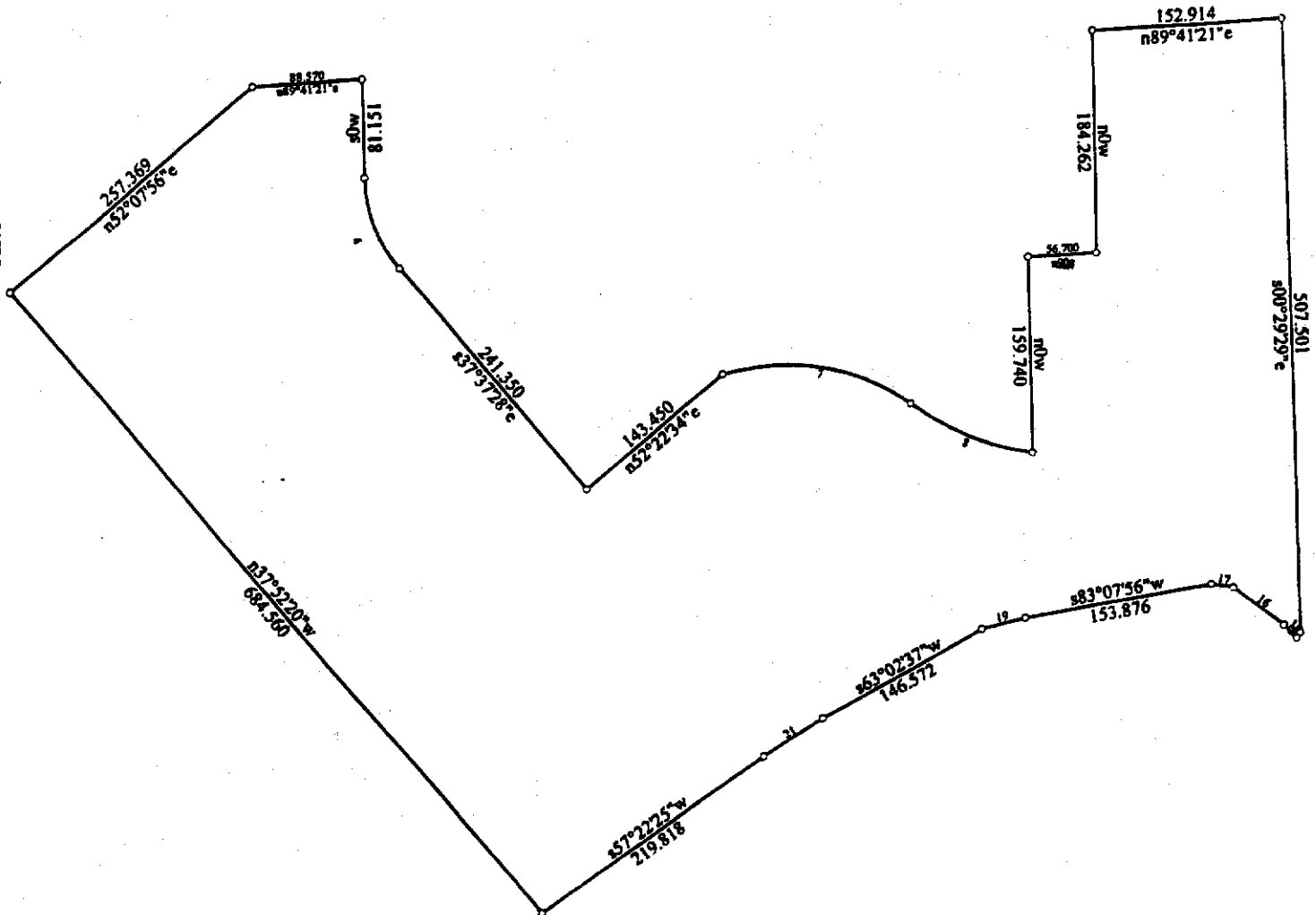
BEGINNING at a point which is South 89°50'29" West 1027.74 feet and South 00°09'31" East 1504.99 feet from the North Quarter corner of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, said point being the Southerly most corner of the tract of land conveyed to IHC HEALTH SERVICES, INC., a Utah non-profit corporation, in that certain Warranty Deed recorded May 28, 1999, as Entry No. 214643, in Book 425 at Pages 769-771, of the Official Records of the Wasatch County Recorder; and running thence North 52°07'56" East along the Easterly line of said tract of land 257.359 feet, more or less, to the Southerly line of the tract of land conveyed to WASATCH COUNTY in that certain Special Warranty Deed recorded May 18, 1995 as Entry No. 179246, in Book 297 at Pages 755-756, of the Official Records of the Wasatch County Recorder; thence North 89°41'21" East along said Southerly line 88.570 feet; thence South 81.151 feet to a 125.50 foot radius curve to the left; thence 82.423 feet along the arc of said curve through a central angle of 37°37'42", the radius of which curve bears South 89°59'40" East; thence South 37°37'28" East 241.350 feet; thence North 52°22'34" East 143.450 feet to a 173.470 foot radius curve to the right; thence 160.426 feet along the arc of said curve through a central angle of 52°59'24", the radius of which curve bears South 13°56'50" East, to a point on a 225.50 foot radius curve to the left; thence 110.059 feet along the arc of said curve through a central angle of 27°57'51", the radius of which curve bears North 38°50'03" East; thence North 159.740 feet; thence East 56.700 feet; thence North 184.262 feet, more or less, to the Southerly line of the aforementioned tract of land conveyed to WASATCH COUNTY; thence North 89°41'21" East along said Southerly line 152.914 feet; thence South 00°29'29" East 507.501 feet; thence South 34°32'10" West 5.264 feet; thence North 41°51'10" West 15.008 feet; thence South 49°14'34" West 51.162 feet; thence North 77°58'21" West 18.418 feet; thence South 83°07'56" West 153.876 feet; thence South 78°55'13" West 36.805 feet; thence South 63°02'37" West 146.572 feet; thence South 58°49'32" West 56.139 feet; thence South 57°22'25" West 219.818 feet; thence North 37°52'20" West 684.560 feet to the point of BEGINNING. [NOTE: The Basis of Bearing for the foregoing description is the North line of the Northwest Quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian (South 89°50'29" West 2659.66 feet) according to the records of Wasatch County, and when rotated is equivalent to the Basis of Bearing for the North line of said Northwest Quarter (North 89°58'07" West 2658.77 feet) as referenced and depicted on that certain Wasatch County Justice Center Record Of Survey Map filed in the office of the Wasatch County Surveyor as Survey No. OWC-045-008-0-0153.]

SUBJECT TO all restrictions, reservations and other conditions of record as may be disclosed by a record examination of title.



Title: Providence Phase 1		Date: 04-12-2000
Scale: 1 inch = 141 feet	File: provphasea2.des	
Tract 1: 3.644 Acres: 158746 Sq Feet: 14748.0 Sq Meters: No significant closure error. : Perimeter = 1813 feet		
001=/s89.5029w 1027.74	006=s0w 184.262	011=s52.2234w 143.450
002=/s00.0931e 1504.99	007=n90w 56.700	012=n37.3726w 241.350
003=/n52.0756e 257.369	008=s0w 159.740	013: R1 R=125.500, Arg=82.423, Delta=37.3742
004=/n89.4121e 88.57	009: R1 R=225.500, Arg=110.059, Delta=27.5751	014=n0w 81.151
005=n89.4121e 593.721	010: L4 R=173.470, Arg=160.426, Delta=52.5924	
	011: R1 R=77.2713w, Rp=39.0225w	

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Title: Providence - Phase 2		Date: 04-12-2000
Scale: 1 inch = 141 feet	File: provparcel2.des	
Tract 1: 7.836 Acres: 341329 Sq Feet: 31710.5 Sq Meters: No significant closure error. : Perimeter = 3614 feet		
001=s89.5029w 1027.74	010=Lt. R=225.50, Arc=110.059, Delta=27.5751 Rp=38.5003e	019=n77.5821w 18.418
002=s00.0931e 1504.99	011=n0w 159.740	020=s83.0756w 153.876
003=n52.0756e 257.369	012=n90e 56.700	021=s78.5513w 36.805
004=n89.4121e 88.570	013=n0w 184.262	022=s63.0237w 146.572
005=s0w 81.151	014=n89.4121e 152.914	023=s58.4932w 56.139
006: Lt. R=125.500, Arc=42.423, Delta=37.3742 Rp=49.5940e	015=s00.2929e 507.501	024=s57.2225w 219.818
007=s37.3728e 241.350	016=s34.3210w 5.264	025=n37.5220w 684.560
008=n52.2234e 143.450	017=n41.5110w 15.008	
009: Rt. R=173.470, Arc=160.426, Delta=51.5924 Rp=13.5650e	018=n49.1434w 51.162	

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