

WHEN RECORDED, MAIL TO:

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

00223761 Bl: 00460 Pg 00334-00350
WASATCH CO RECORDER-ELIZABETH H PARCELL
2000 APR 28 15:04 PM FEE \$44.00 BY MWC
REQUEST: HIGH COUNTRY TITLE

DECLARATION AND GRANT
OF
ACCESS EASEMENT
(Remainder Property)

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

WHEREAS, the easement property (the "Easement Property"), as more particularly described in attached Exhibit "B," is shown as a new roadway from that certain property particularly described in the attached Exhibit "C" (the "Remainder Property") to and from that certain roadway to be known as 1500 South (the "New Roadway") that connects to U.S. Highway 40 in Heber City, Wasatch County, Utah.

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 Remainder Property to the New

Roadway. 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 the Remainder Property.

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. This Declaration and Grant shall terminate and be of no further force and effect at such time as the indebtedness evidenced by that certain Promissory Note, dated April 20, 2000, shall be satisfied in its entirety; provided that any affidavit, certificate, letter or statement of Grantee shall constitute conclusive evidence of the validity, effectiveness, and continuing force hereof (and of any outstanding indebtedness) and any person shall be entitled to rely thereon. In connection with any such termination, as requested, 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 Providence 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 may be dedicated to Heber City, Utah as a public right-of-way, Grantor shall be solely responsible for any and all maintenance of the Easement Property; provided that Grantee, at its option, shall be entitled to improve the Easement Property as may be reasonably necessary or appropriate, in the Grantee's

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reasonable discretion, to access the Remainder Property and provide the use and related ingress and egress which is herein granted to Grantee.

7. Grantor reserves the right to relocate the Easement Property to any location on the Grantor's Property, which provides necessary and reasonable, and comparable, ingress and egress from the Remainder Property to and from the New Roadway, upon reasonable advance written notice of such relocation to, and with the advance written consent of, Grantee.

8. 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.

9. 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 contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

10. 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.

11. Except to the extent necessary for reasonable construction, for repair and maintenance, for traffic regulation and control, or to prevent a public dedication or the accrual of any rights to the public, 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 Remainder Property at any time and from time to time, and any private or public utility company serving the Grantor's Property or the Remainder Property, of access to, and rights of ingress and egress over

and across, any of the Easement Property 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 Easement Property 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.

12. 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:

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

By Jean D. Brown
Jean D. Brown, Member

DATED this 24 day of April, 2000.

By Steven R. Brown
Steven R. Brown, Member

DATED this 24 day of April, 2000.

GRANTEE:

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation,

By _____
Everett N. Goodwin, Jr., Senior Vice President

DATED this _____ day of _____, 2000.

and across, any of the Easement Property 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 Easement Property 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.

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

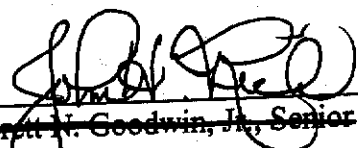
By _____
Jean D. Brown, Member

DATED this ____ day of _____, 2000.

By _____
Steven R. Brown, Member

DATED this ____ day of _____, 2000.

GRANTEE: IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation,

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

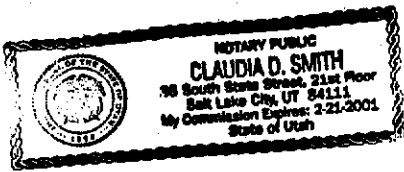
DATED this 20th day of April, 2000.

STATE OF UTAH)

: ss.

COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 20th day of April, 2000, by John H. Rich, 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

STATE OF _____)

: ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 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: _____

My Commission Expires:

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STATE OF UTAH)
 : ss.
COUNTY OF _____)

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:

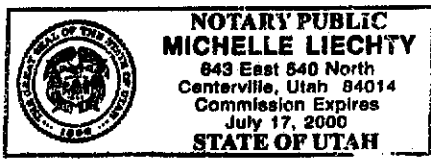
STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 21st 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.

Michelle Liechty

NOTARY PUBLIC
Residing at: SLL, Utah

My Commission Expires:
07-17-00





A



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EXHIBIT "A"

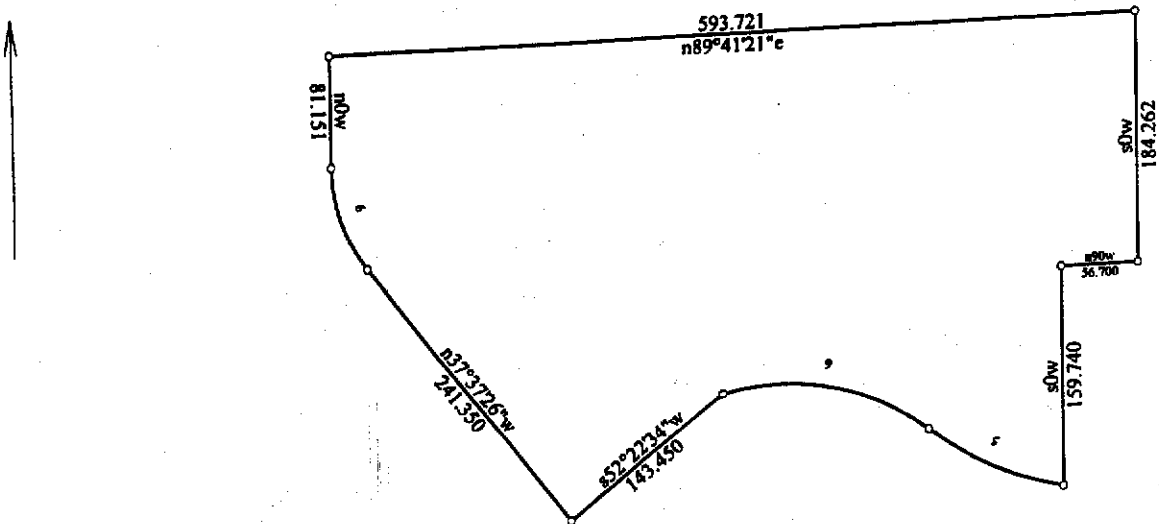
(Legal Description of Southern Property)

Property located in Wasatch County more particularly described as follows:

Phase 1:

BEGINNING at a point which is South $89^{\circ}50'29''$ West 1027.74 feet; thence South $00^{\circ}09'31''$ East 1504.99 feet; thence North $52^{\circ}07'56''$ East 257.369 feet; thence North $89^{\circ}41'21''$ 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 $89^{\circ}41'21''$ 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 $27^{\circ}57'51''$, the radius of which curve bears North $10^{\circ}52'12''$ 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 $52^{\circ}59'24''$, the radius of which bears South $39^{\circ}02'25''$ West, thence South $52^{\circ}22'34''$ West 143.450 feet; thence North $37^{\circ}37'26''$ 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 $37^{\circ}37'42''$, the radius of which bears North $52^{\circ}22'34''$ East, thence North 81.151 feet to the point of beginning.

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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: Rt, R=125.500, Arc=82.423, Delta=37.3742
004=/n89.4121e 88.57	009: Rt, R=225.500, Arc=110.059, Delta=27.5751	Bng=n18.4843w, Rp=n52.2234e
005=n89.4121e 593.721	Bng=65.0652w, Rp=10.5212e	014=n0w 81.151
	010: Lt, R=173.470, Arc=160.426, Delta=52.5924	
	Bng=77.2713w, Rp=39.0225w	

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EXHIBIT "B"

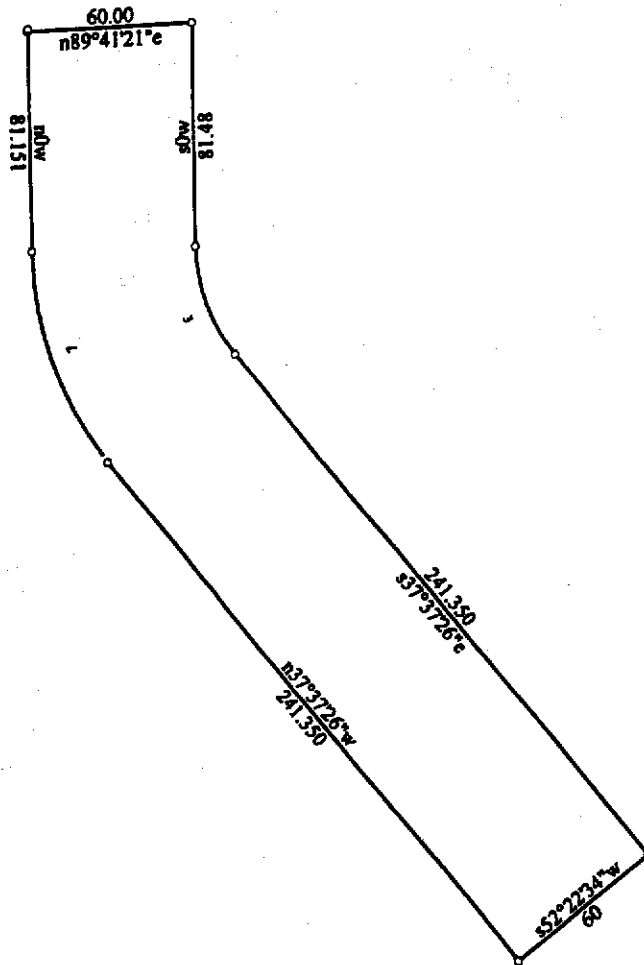
(Description of Easement Property)

Property located in Wasatch County more particularly described as follows:

BEGINNING at a point which is South 89°50'29" West 1027.74 feet and South 00°09'31" East 1504.99 feet and North 52°07'56" East 257.369 feet and 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 and 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 at Pages 755-756, of the Official Records of the Wasatch County Recorder, and running thence North 89°41'21" East along said Southerly line 60.00 feet; thence South 81.48 feet to a 65.50 foot radius curve to the left; thence 43.02 feet along the arc of said curve through a central angle of 37°37'42", the radius of which curve bears South 89°59'49" East; thence South 37°37'26" East 241.350 feet; thence South 52°22'34" West 60.00 feet; thence North 37°37'26" West 241.350 feet to a point on a 125.50 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 curve bears North 52°22'34" East; thence North 81.151 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.

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Title:		Date: 04-12-2000
Scale: 1 inch = 70 feet	File: provaccesseasement.des	
Tract 1: 0.534 Acres: 23262 Sq Feet: 2161.1 Sq Meters: Closure = s17.2103w 0.87 feet: Precision = 1/1026: Perimeter = 893 feet		
001=s89.5029w 1027.74	006=s0w 81.48	011: Rr, R=125.50
002=s00.0931e 1504.99	007: Lr, R=65.50	Bng=n18.4843e, Chd=43.02
003=n52.0756e 257.369	Bng=18.4843e, Chd=43.02	012=n0w 81.151
004=n89.4121e 88.57	008=s37.3726e 241.350	
005=n89.4121e 60.00	009=s52.2234w 60	
	010=n37.3726w 241.350	

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C

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EXHIBIT "C"

(Legal Description of Southern Property)

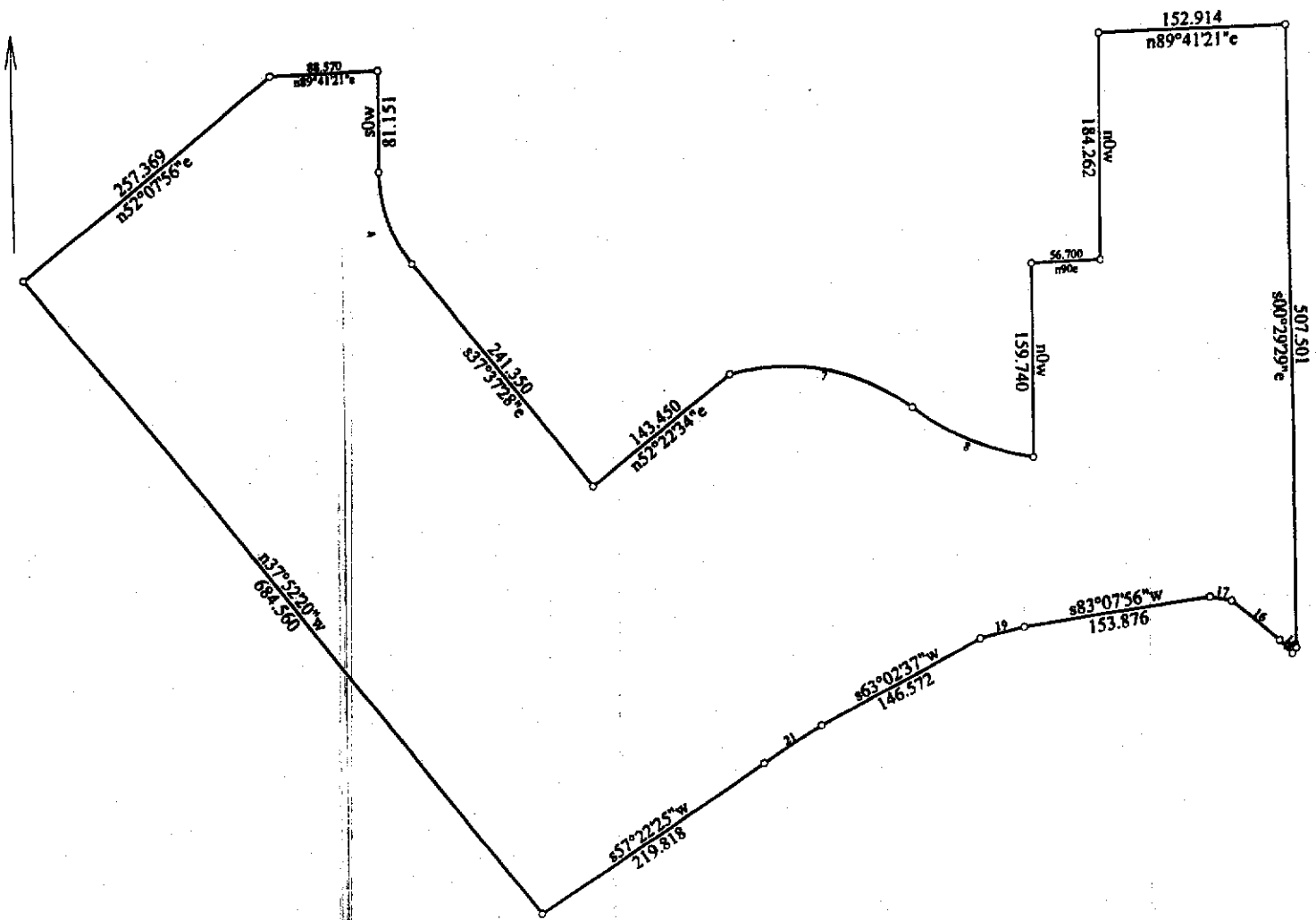
Property located in Wasatch County more particularly described as follows:

Phase 2

BEGINNING at a point which is South $89^{\circ}50'29''$ West 1027.74 feet and South $00^{\circ}09'31''$ 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 18, 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 $52^{\circ}07'56''$ East along the Easterly line of said tract of land 257.369 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 $89^{\circ}41'21''$ 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 $37^{\circ}37'42''$, the radius of which curve bears South $89^{\circ}59'40''$ East; thence South $37^{\circ}37'28''$ East 241.350 feet; thence North $52^{\circ}22'34''$ 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 $52^{\circ}59'24''$, the radius of which curve bears South $13^{\circ}56'50''$ 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 $27^{\circ}57'51''$, the radius of which curve bears North $38^{\circ}50'03''$ 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 $89^{\circ}41'21''$ East along said southerly line 152.914 feet; thence South $00^{\circ}29'29''$ East 507.501 feet; thence South $34^{\circ}32'10''$ West 5.264 feet; thence North $41^{\circ}51'10''$ West 15.008 feet; thence North $49^{\circ}14'34''$ West 51.162 feet; thence North $77^{\circ}58'21''$ West 18.418 feet; thence South $81^{\circ}07'56''$ West 153.876 feet; thence South $78^{\circ}55'11''$ West 16.805 feet; thence South $63^{\circ}02'37''$ West 146.572 feet; thence South $58^{\circ}49'32''$ West 56.139 feet; thence South $87^{\circ}22'25''$ West 219.818 feet; thence North $37^{\circ}52'20''$ 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 $89^{\circ}50'29''$ West 2639.66 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 $89^{\circ}58'07''$ West 2638.77 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-045-008-0-0183.)

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

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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=82.423, Delta=37.3742 Rp=489.5940e	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=52.5924 Rp=13.5650e	018=n49.1434w 51.162	

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