

WHEN RECORDED, MAIL TO:

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Salt Lake City, UT 84111-4904

00223763 BK 00460 Pg 00366-00374
WASATCH CO RECORDER-ELIZABETH N PARCELL
2000 APR 28 15:10 PM FEE \$26.00 BY MWC
REQUEST: HIGH COUNTRY TITLE

DECLARATION AND GRANT
OF
UTILITY EASEMENT

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

RECITALS

WHEREAS, Grantor desires to grant and Grantee desires to receive a nonexclusive perpetual easement for the use and maintenance of certain existing water and fire utility/service lines, together with all necessary underground accessories and appurtenances thereto, under and through the real property of Grantor in Wasatch County, State of Utah, which property is particularly described in attached Exhibit "A" (the "Easement Property");

NOW, THEREFORE, to that end and in consideration of the terms and conditions of this Declaration and Grant, as well as the mutual benefits to be derived herefrom, Grantor and Grantee agree as follows:

TERMS

1. Grantor hereby grants and conveys to Grantee a nonexclusive perpetual easement and right-of-way under and through the Easement Property for the use and maintenance of certain existing water and fire utility/service lines, together with all necessary underground accessories and appurtenances thereto, within the Easement Property (the "Easement").

2. Exclusive use of the Easement is not hereby granted, and the right and easement in common with Grantee hereby is expressly reserved by Grantor. Grantor reserves the right to make any use of the Easement and the Easement Property, provided that any such use does not unreasonably interfere with the non-exclusive right and easement for use which is hereby granted

to Grantee; and provided that Grantor shall be permitted to landscape, hardscape, maintain and repair sidewalk, drainage and other improvements on the Easement as reasonably necessary and appropriate or consistent with similar improvements on or about property near, adjacent or contiguous to the Easement and owned or occupied by Grantor, so long as no building or structure shall be constructed or erected on the Easement.

3. If, in connection with the use, occupation and enjoyment of the Easement hereby granted, landscape, hardscape, sidewalk or other improvements of Grantor are damaged or destroyed by Grantee, within thirty (30) days thereafter, Grantee shall repair or replace such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction. Further, Grantee agrees to and shall hold and save the Grantor harmless from and against any and all losses, claims or damages arising from Grantee's use of the rights and privileges herein granted (or the use of any employee, agent, representative, guest, invitee, permittee, contractor or builder of Grantee) and agrees to and shall repair forthwith any damage or promptly pay the reasonable value of any damages, at Grantee's option, which may arise to the Easement Property of which the Easement is a part through Grantee's exercise of the rights and privileges granted herein.

4. 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 of the Easement Property.

5. 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 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. In the event the Easement Property shall be dedicated to Heber City, Utah, together with the fire utility/service lines therein, as a public right-of-way, this Declaration and Grant shall automatically terminate and be of no further force and effect, without any further action by any person or entity.

6. 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.

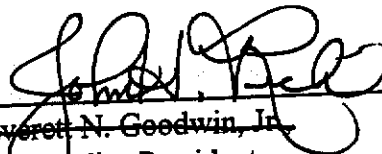
7. All of the provisions in this Declaration and Grant, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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8. 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.

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

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

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

By _____
Jean D. Brown, Member

By _____
Steven R. Brown, Member

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8. 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.

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

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

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

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

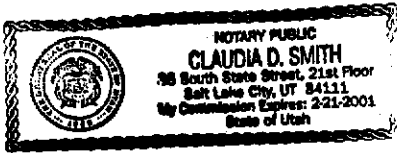
By Jean D. Brown
Jean D. Brown, Member

By Steven R. Brown
Steven R. Brown, Member

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STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

On the 20th day of April, 2000, this agreement was acknowledged before me by John H. Rich, the Senior Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.



Claudia D. Smith
Notary Signature and Seal

STATE OF UTAH)
)
:SS
COUNTY OF _____)

On the _____ day of _____, 2000, this agreement was acknowledged before me by Jean D. Brown and Steven R. Brown, the Members of PROVIDENCE HEBER, L.L.C., a Utah limited liability company.

Notary Signature and Seal

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STATE OF UTAH)
)
 :SS
COUNTY OF SALT LAKE)

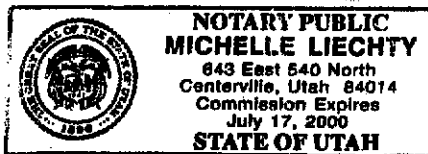
On the _____ day of _____, 2000, this agreement was acknowledged before me by _____, the Senior Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

Notary Signature and Seal

STATE OF UTAH)
)
 :SS
COUNTY OF Salt Lake)

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

Michelle Liechty
Notary Signature and Seal



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A



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EXHIBIT "A"

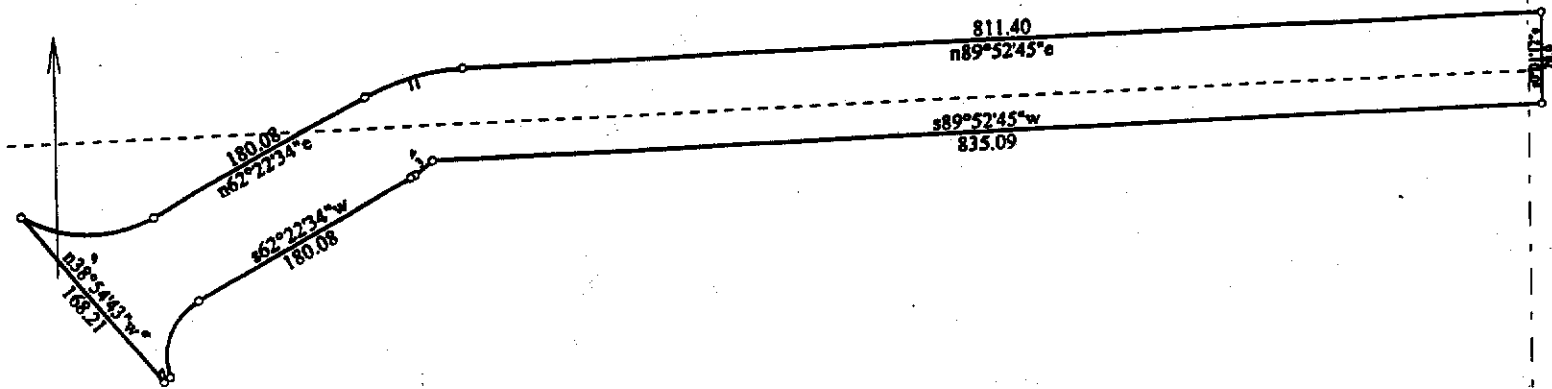
(Legal Description of New Roadway)

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°01'12" East 70.00 feet, thence South 89°52'45" West 835.09 feet, thence South 52°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°59'55" West; thence Southwesterly 4.03 feet along said curve through a central angle of 02°37'31"; thence South 62°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°48'18"; thence South 52°19'20" West 5.96 feet, thence North 38°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°17'47" West; thence Southeasterly, Easterly, and Northeasterly 105.00 feet along said curve through a central angle of 60°55'13"; thence North 62°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°30'11", thence North 89°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.

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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=n62.2234e 180.08	007: Lt, R=88.00, Arc=4.03, Delta=02.3731 Rr=24.5955e	013=n62.2234e 180.08
002=s0w 1275.35	008=s62.2234w 180.08	014: Rt, R=160.00, Arc=76.00, Delta=27.3011
003=n90e 10.19	009: Lt, R=48.00, Arc=68.53, 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 Rr=33.1747e	

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