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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
TFC 13400 MISTER LLC
6770 S 900 E STE 300
SALT LAKE CITY, UT 84047
BY: ZHA, DEPUTY - WI 15 P.

RETURN RECORDED DOCUMENT TO:

TFC 13400 Mister, LLC
6770 South 900 East, Suite ~~402~~ 300
Salt Lake City, Utah 84047

RECIPROCAL ACCESS EASEMENT AGREEMENT

THIS RECIPROCAL ACCESS EASEMENT AGREEMENT (the "Agreement") is executed this ____ day of _____, 2021, by TFC 13400 Mister, LLC, a Utah limited liability company ("East Parcel Owner"), and Herriman Medical Partners, LLC, a Utah limited liability company ("West Parcel Owner").

RECITALS

A. West Parcel Owner is the owner of certain real property situated in Salt Lake City, Salt Lake County, State of Utah (the "West Parcel") (the West Parcel is more particularly described on Exhibit "A," which is attached hereto and incorporated herein by this reference).

B. East Parcel Owner is the owner of certain real property situated in Salt Lake City, Salt Lake County, State of Utah (the "East Parcel") (the East Parcel is more particularly described on Exhibit "B," which is attached hereto and incorporated herein by this reference).

C. The parties desire to establish non-exclusive easements for ingress, egress and access in, to, over, and across the driveway (the "Driveway") located upon certain portions of the West Parcel and East Parcel (collectively, the "Parcels" and individually a "Parcel") for the mutual and reciprocal benefit of the Parcels and the present and future owners, tenants, employees, occupants, licensees and invitees thereof. The Driveway is more particularly described and/or depicted on the Site Plan attached hereto and incorporated herein as Exhibit "C" (the "Site Plan").

D. The parties desire to establish a 10' wide storm drain easement to install a storm drain line to connect to a Riverton City owned storm drain line in the Riverton City 13400 South right of way for the benefit of the East Parcel Owner on portions of the West Parcel and the East Parcel in the form of easement and as further described on Exhibit E (the "Storm Drain Line").

AGREEMENT

NOW, THEREFORE, in consideration of the covenants herein contained, the parties covenant and agree that the Parcels and all present and future owners, tenants, occupants and invitees of the Parcels shall be and hereby are subject to the terms, easements, covenants, conditions and restrictions as follows:

1. **DEFINITIONS.** For purposes hereof:

1.1 The term "Owner" or "Owners" shall mean West Parcel Owner, the East Parcel Owner, and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the Parcels, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, subdivision, lot separation, or otherwise, but not including the holder of any lien or encumbrance on such Parcels or any portion thereof.

1.2 The term "Permittees" shall mean the tenant(s) or occupant(s) of the Parcels, and the respective employees, agents, contractors, customers, invitees, and licensees of (a) the Owners of such Parcels, and/or (b) such tenant(s) or occupant(s).

2. EASEMENT.

2.1 Grant of Reciprocal Access Easement. Subject to any express conditions, limitations or reservations contained herein, each Owner hereby grants, establishes, covenants and agrees that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual, and reciprocal access easement which is hereby imposed upon the Parcels and all present and future Owners and Permittees of the Parcels:

(a) An easement for reasonable vehicular and pedestrian access, ingress and egress to from, upon, over, and across the Driveway described and depicted herein, for the purpose of vehicular and pedestrian access, ingress and egress, and to and from all abutting public streets furnishing access to the Parcels, including future access to the property east of the East Parcel at such time that property develops in the future. This access easement shall not prohibit the right of the Owners to reconfigure or construct entryways, driveways, drive aisles, right-of-ways, access ways, parking areas and stalls, walkways, sidewalks and landscaped areas, or to construct and maintain, within the area affected by this easement, traffic and parking control islands, and other such facilities, on their respective portion of the Parcels, so long as any such action does not unreasonably prevent the passage by pedestrians and motor vehicles between each of the Parcels, and to the Driveway, as appropriate.

(b) The Owners and their Permittees covenant and agree that the rights granted pursuant to this easement shall at all times be exercised in such a manner as not to unreasonably interfere with the normal operation of the Parcels and the businesses conducted therein. Each Owner retains the right to impose reasonable safety restrictions on the use of the portions of the Driveway located within its Parcel.

2.2 Indemnification. Each Owner having rights with respect to the easement granted in this Agreement shall indemnify and hold the Owner whose particular Parcel is subject to the easements and each of such Owner's Permittees harmless from and against all claims, liabilities, damages, penalties, costs, demands and expenses (including reasonable attorneys' fees and legal costs) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Reasonable Use of Easement.

(a) The easement granted herein shall be used and enjoyed by each Owner and its Permittees in such a manner so as not to unreasonably interfere with, obstruct or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel including, without limitation, public access to and from said business, and the receipt or delivery of merchandise in connection therewith.

(b) The easement granted herein does not include any rights to park vehicles or place equipment or other personal property within the Driveway or surrounding parking areas, by one Owner upon another Owner's Parcel.

(c) Once commenced, any construction, maintenance, repair or replacement undertaken in reliance upon the easement granted herein shall be diligently prosecuted to completion, so as to minimize any interference with the business of any other Owner and its Permittees. Except in cases of emergency, the right of any Owner to enter upon a Parcel of another Owner for the exercise of any right

pursuant to the easement set forth, or to prosecute work on such Owner's own Parcel if the same interferes with easements of ingress, egress or access to or in favor of another Owner's Parcel, shall be undertaken only in such a manner so as to minimize any interference with the business of the other Owner and its Permittees, and only following reasonable notice under the circumstances to the other Owner. The Owner performing any such construction, maintenance, repair or replacement shall have the obligation at its own expense (except as set forth in Section 3) to promptly restore the other Owner's Parcel to the same condition as was present prior to such construction, maintenance, repair or replacement.

2.4 Construction of Driveway. The East Parcel Owner shall be responsible to plan and construct, and cover the costs for any modifications or new improvements to the Driveway in accordance with the Site Plan approved by Riverton City, as shown on Exhibit D attached hereto ("East Parcel Owner Improvement Details"), as shown on Exhibit D attached hereto ("East Parcel Owner Improvement Details"), and shall repair or replace any existing improvements on the West Parcel that are disturbed during construction of the Driveway improvements. During construction of the new improvements, the East Parcel Owner will use commercially reasonable efforts to not disrupt vehicular ingress/egress to/from the West Parcel. The West Parcel Owner hereby grants a temporary construction easement to the East Parcel Owner on the portion of the Driveway area that is on the West Parcel. This temporary construction easement shall expire 9 months after recording of this Agreement.

2.5 Storm Drain Easement. The West Parcel Owner shall grant to East Parcel Owner a 10' wide easement for the Storm Drain Line in accordance with the form of easement and legal description as shown on Exhibit E.

3. MAINTENANCE AND REPAIR. Each Owner shall at all times be responsible, at its own cost, for the regular maintenance, repair and replacement of all portions of the Driveway located within its Parcel including, without limitation, all of the physical improvements associated with the Driveway. Such obligations shall include, without limitation, maintaining and repairing the surface of the road areas, removing all papers, debris and other refuse from, removing all snow and ice within 24-hours of snowfall, and periodically sweeping all road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, and performing any and all such other duties as are necessary to maintain the Driveway in a clean, safe and orderly condition. Provided, however, that any Owner shall be entitled to commission a qualified engineer or licensed contractor to inspect the Driveway and recommend repairs, maintenance and/or replacements, and if such professional recommends any such repairs, maintenance and/or replacements, an Owner shall have the right to commission such work and the cost of the same shall be paid by the Owners in accordance with their proportionate share of the Driveway. Notwithstanding the foregoing, any damage to the Driveway which is caused by intentional or negligent acts of one of the Owners or its Permittees, shall be promptly repaired at the sole cost of such Owner. If any Owner defaults under its regular maintenance, repair and replacement obligations as described in this Section 3, the other Owners may give such defaulting Owner written notice of the claimed default, and such defaulting Owner shall have thirty (30) days following the receipt of such written notice to cure such default. If the default remains uncured following the thirty (30) day period, or if such default is not curable within the thirty (30) day period and the defaulting Owner has failed to begin to cure such default within the thirty (30) day period, the other Owners may, but shall not be required to, cure the default itself, and then bill the defaulting Owner for the reasonable costs incurred in curing such default. Each such bill shall contain an itemized description of the work performed and the total costs and expenses incurred for such work. The defaulting Owner shall pay all such bills within thirty (30) days after receipt of the bill. In the event the defaulting Owner fails to timely pay any bill, the unpaid amount shall bear interest at the rate of twelve percent (12%) per annum from the due date until the date such amount is paid in full. Furthermore, until such bill is paid in full, the amount thereof shall constitute a lien on the defaulting Owner's Parcel. Such lien shall only be effective when filed of record by the non-defaulting Owner as a claim of lien against the defaulting Owner's Parcel in the office of the recorder of the county in which the Parcel is located, signed and verified, which shall contain at least: (x) an itemized statement of all amounts due and

payable pursuant hereto; (y) a description sufficient for identification of that portion of the defaulting Owner's Parcel which is the subject of the lien; and (z) the name of the defaulting Owner which is the subject of the lien. Prior to commencement of any construction, maintenance or repair work which may require the blocking of traffic over and across the Driveway, the party requesting to do the work must first provide the other party with notice of the work, which notice must include a description of the work, the name and contact information of the contractor, and the proposed construction schedule. The other party shall have three (3) days to review and respond to the notice, or else it shall be deemed approved. The other party shall have the right to impose backout dates and other restrictions into the construction schedule, provided that such restrictions do not extend the construction completion date in the notice out by more than fourteen (14) days.

4. **REMEDIES AND ENFORCEMENT.**

4.1 **All Legal and Equitable Remedies Available.** In the event of a default or threatened default by any Owner or its Permittees of any of the terms, easements, covenants, conditions or restrictions hereof, the other Owners shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance. Furthermore, any Owner or its Permittee who files a valid lien on a defaulting Owner's Parcel shall have the right to execute on said lien in accordance with Utah law.

4.2 **Remedies Cumulative.** The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

4.3 **No Termination for Default.** Notwithstanding the foregoing to the contrary, no default hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5. **MISCELLANEOUS.**

5.1 **Attorneys' Fees.** In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

5.2 **Amendment.** The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Parcels, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the Salt Lake County Recorder in Utah.

5.3 **No Waiver.** No waiver of any default of any obligation by any party shall be implied from any omission by the other party to take any action with respect to such default.

5.4 **No Agency.** Nothing in this Agreement shall be deemed or construed by any person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between any persons.

5.5 **Covenants to Run with Land.** It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Parcels and create equitable

servitudes in favor of the Parcel(s) benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the parties and their respective successors, assigns, heirs, and personal representatives.

5.6 Grantee's Acceptance. The grantee of any of the Parcels, or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from Owner or from any subsequent Owner of such Parcels, or any portion thereof, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions, duties and obligations contained herein. By such acceptance, any such grantee shall for itself and its successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other affected persons, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the portion of the Parcels so acquired by such grantee.

5.7 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

5.8 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery at the party's address shown below. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other parties.

5.9 Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

[Remainder of Page Left Blank.]

“EAST PARCEL OWNER”

TFC 13400 Mister, LLC,
a Utah limited liability company

By: [Signature]
Name: ELIOT B. SMITH
Its: manager

Notice Address: 6770 South 900 East Suite ~~102~~ 300
Salt Lake City, UT 84047

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On the 2nd day of September, 2021, personally appeared before me Elliot B. Smith, the Manager of TFC 13400 Mister, LLC, a Utah limited liability company, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said company for its stated purpose.

[Signature]
Notary Public of Salt Lake City
Residing at: Utah
Commission Expires: 6/4/2025

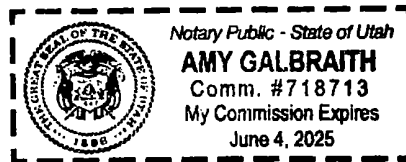


EXHIBIT "A"

(Legal Description of the West Parcel)

The following real property located in Salt Lake County, State of Utah:

Parcel 1:

Beginning at a point which is 870.00 feet South 89°48'37" East along the North Section line from the Northwest corner of Section 6, Township 4 South, Range 1 West, Salt Lake Base and Meridian, thence South 89°48'37" East along said Section line 457.65 feet to the Northeast corner of the West 1/2 of the Northwest 1/4 of said Section 6; thence South 0°21'38" East 358.00 feet along the East line of said West 1/2; thence North 89°48'47" West 457.65 feet; thence North 0°21'38" West 358.00 feet to the point of beginning.

Less and excepting any and all portions lying within the legal bounds of Calder Place Subdivision, Andreason Place Subdivision, Hamilton's Homestead Subdivision, and 13400 South Street.

Also less and excepting the following three (3) legal descriptions:

A parcel of land in fee for the widening of the existing roadway 13400 South Street, being part of an entire tract of property situate in the NW¼ NW¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are as follows: Beginning in the Westerly boundary line of said entire tract at a point South 89°48'47" East 870.33 feet (870.00 feet by record) along the section line and 45.00 feet South 00°11'13" West from the Northwest Corner of said Section 6, said corner is 39.00 feet perpendicularly distant southerly from the centerline of said 13400 South Street opposite engineers station 133+97.57; and running thence North 00°21'38" West 45.00 feet along said westerly boundary line to the Northwest Corner of said entire tract, said point lies in the northerly section line of said Section 6; thence South 89°48'47" East 187.65 feet along the northerly boundary line of said entire tract to the Northeast Corner of said entire tract; thence South 00°21'38" East 45.00 feet along the easterly boundary line of said entire tract; thence North 89°48'47" West 187.65 feet along a line parallel with said centerline to the point of beginning.

A parcel of land in fee for a highway known as Project No. MP-0182(6), being part of an entire tract of property, situate in the NW¼NW¼ of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said parcel of land are described as follows: Beginning at the Northeast corner of said entire tract, which point is 1,057.65 feet South 89°48'47" East along the section line and 45.00 feet South 0°21'38" East from the Northwest Corner of said Section 6; and running thence South 0°21'38" East 9.95 feet along the easterly boundary line of said entire tract to a point 69.85 feet radially distant southerly from the 13400 South Street Right of Way Control Line, of said project, opposite approximate Engineer Station 28+72.08; thence North 89°03'45" West 11.66 feet.; thence South 89°37'19" West 258.98 feet to the westerly boundary line of said entire tract to a point 71.89 ft. perpendicularly distant southerly from said control line, opposite approximate Engineer Station 26+00.85; thence North 0°21'38" West 12.35 feet to the existing southerly right of way line of 13400 South Street; thence South 89°48'47" East 270.65 ft. along said existing northerly right of way line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

A tract of land in Lot 4 of Section 6, Township 4 South, Range 1 West, Salt Lake Base & Meridian. The boundaries of said tract of land are described as follows: Beginning at a point which is 522.73 feet South 89°33'56" East along the section line and 45.00 feet South from the Northwest Corner of said Section 6; and running thence South 89°33'56" East 535.01 feet.; thence South 0°06'47" East 9.95 feet; thence North 88°48'54" West 11.66 feet; thence South 89°52'10" West 230.73 feet to the end of the highway limited-access line of UDOT Project MP-0182(6) at a point designated as Point "B"; thence along said limited-access line the following four courses: 1) South 89°52'10" West 28.25 feet; 2) South 00°06'03" West 3.27 feet; 3) North 89°31'48" West 76.74 feet; 4) South 78°58'29" West 195.01 feet to a point designated as Point "A"; thence North 3°58'40" East 54.42 feet to the point of beginning.

Tax Parcel No. 33-06-100-042-0000

EXHIBIT "B"

(Legal Description of the East Parcel)

The following real property located in Salt Lake County, State of Utah:

LOT 1, CALDER PLACE, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE SALT LAKE COUNTY RECORDER'S OFFICE.

LESS AND EXCEPTING ANY PORTION LYING WITHIN 13400 SOUTH STREET.

ALSO LESS AND EXCEPTING THE FOLLOWING:

A PARCEL OF LAND IN FEE FOR THE WIDENING OF THE EXISTING ROADWAY 13400 SOUTH STREET, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN LOT 1 OF CALDER PLACE 1 LOT SUBDIVISION, A SUBDIVISION IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1, SAID CORNER BEING 6.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM THE CONTROL LINE OF SAID PROJECT AT ENGINEER'S STATION 135+84.79; AND RUNNING THENCE SOUTH 89°48'47" EAST 135.00 FEET ALONG THE NORTHERLY LOT LINE OF SAID LOT 1 SAID LINE ALSO BEING THE NORTH SECTION LINE OF SAID SECTION 6, TO THE NORTHEAST CORNER OF SAID LOT 1, WHICH CORNER IS 6.00 FEET PERPENDICULARLY DISTANT NORTHERLY FROM SAID CONTROL LINE AT ENGINEER'S STATION 137+19.79; THENCE SOUTH 00°21'38" EAST 45.00 FEET ALONG THE EASTERLY BOUNDARY LINE OF SAID LOT 1 TO A POINT 39.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE AT ENGINEER'S STATION 137+20.22; THENCE NORTH 89°48'47" WEST 135.00 FEET ALONG A LINE PARALLEL TO SAID CONTROL LINE TO A POINT IN THE WESTERLY LOT LINE OF SAID LOT 1, WHICH POINT IS 39.00 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE AT ENGINEER'S STATION 135+85.22; THENCE NORTH 00°21'38" WEST 45.00 FEET ALONG SAID WESTERLY LOT LINE TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING THAT PORTION OF GROUND CONVEYED BY THAT CERTAIN WARRANTY DEED RECORDED SEPTEMBER 02, 2010 AS ENTRY NO. 11024081 IN BOOK 9855 AT PAGE 4038 OF OFFICIAL RECORDS AND DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, LOCATED IN LOT 1, OF CALDER PLACE 1 LOT SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT, ON FILE, RECORDED ON MARCH 17, 1992, AS ENTRY NO. 5216920, IN BOOK 92-3, AT PAGE 43, IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, UTAH, SITUATE IN THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND THE EXISTING SOUTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET, WHICH POINT IS 1057.65 FEET SOUTH 89°48'47" EAST ALONG THE SECTION LINE AND 45.00 FEET SOUTH 0°21'38" EAST ALONG THE WESTERLY SUBDIVISION LINE FROM THE NORTHWEST CORNER OF SAID SECTION 6, AND RUNNING THENCE SOUTH 0°21'38" EAST 9.95 FEET ALONG THE WESTERLY BOUNDARY LINE TO A POINT 69.85 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE 13400 SOUTH STREET RIGHT OF WAY CONTROL LINE, OF SAID PROJECT, OPPOSITE APPROXIMATE ENGINEER STATION 28+72.08; THENCE SOUTH 89°03'45" EAST 135.03 FEET TO A POINT IN THE EASTERLY BOUNDARY LINE OF SAID LOT 1, AT A POINT 68.39 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE, OPPOSITE APPROXIMATE ENGINEER STATION 30+09.48; THENCE NORTH 0°21'38" WEST 11.72 FEET ALONG SAID EASTERLY BOUNDARY LINE; THENCE NORTH 89°48'47" WEST 135.00 FEET TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

(NOTE: ROTATE ALL BEARINGS IN THE ABOVE DESCRIPTION 0°14'51" CLOCKWISE TO MATCH THE ABOVE SAID RIGHT OF WAY CONTROL LINE.)

Tax Parcel No. 33-06-100-037-0000

EXHIBIT "C"

(Description and/or Depiction of Driveway & Site Plan)

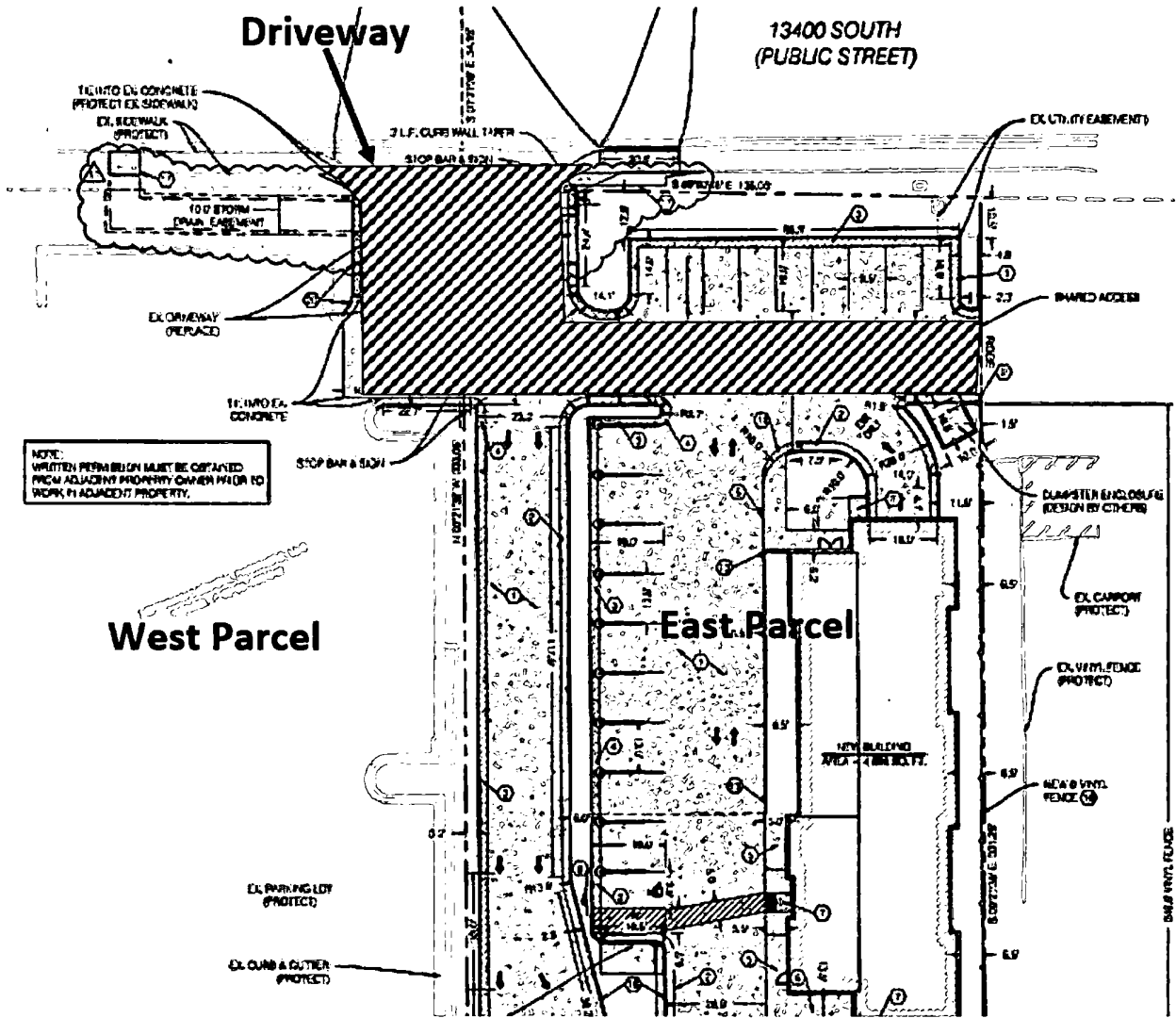
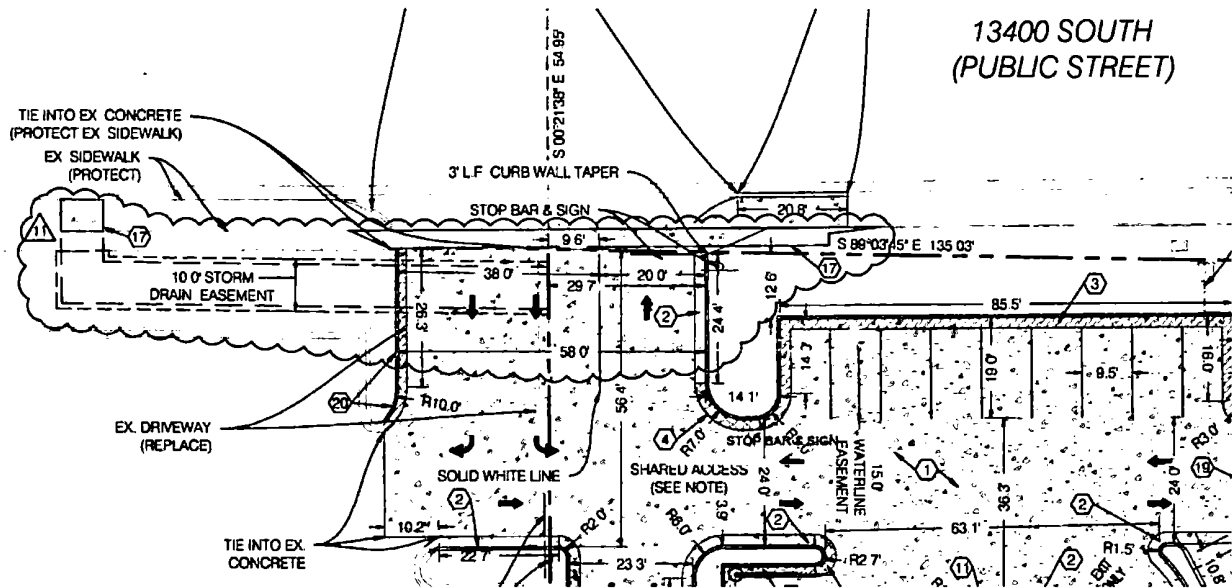


EXHIBIT "D"

(East Parcel Owner Improvement Details)



Written description of East Parcel Owner Improvements:

1. Sawcut and replace any asphalt in Driveway area on West Parcel Owner Property.
2. Install 10" water line in Riverton City right of way.
3. Install 12" storm drain line in West Parcel landscape area.
4. Reduce landscape island area in the northeast corner of West Parcel to approximately 3' wide to accommodate easier right hand turns into the West Parcel parking lot.
5. Repair and replace all areas of West Parcel (including landscaping, sprinklers, curb, gutter, sidewalk, and asphalt) that are damaged or removed during construction.
6. Paint directional arrows, stop bars and install stop signs per the approved plans on West Parcel and East Parcel.

EXHIBIT "E"
("Storm Drain Line")

WHEN RECORDED RETURN TO:
Riverton City, Recorder
12830 South 1700 West
Riverton City, Utah 84065-2406

Tax ID No.: 33-06-100-041

GRANT OF EASEMENT - STORM WATER

The undersigned HERRIMAN MEDICAL PARTNERS, LLC herein after referred to as Grantor(s), of Riverton City, Salt Lake County, Utah, in consideration Ten Dollars (\$), receipt of which is acknowledged, and the prospective benefits to be derived by reason of the locating, establishing, constructing, and maintaining the private improvements, as hereinafter described, do hereby convey to TFC 13400 Mister, LLC, (here after the "Owner") an easement and rights of ways for a storm water system and related appurtenance hereinafter more particularly designated and described, over, below and across lands owned by Grantor(s) and situated in the County of Salt Lake, State of Utah and more particularly described as follows:

BEGINNING AT A POINT ON THE WESTERLY LINE OF GRANTOR'S PROPERTY, SAID POINT BEING SOUTH 89°48'47" EAST 1057.65 FEET AND SOUTH 00°21'38" EAST 57.40 FEET FROM THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°21'38" EAST 10.00 FEET ALONG SAID WESTERLY LINE; THENCE NORTH 89°23'53" WEST 93.14 FEET; THENCE NORTH 00°17'44" WEST 11.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 13400 SOUTH STREET ; THENCE NORTH 89°42'16" EAST 10.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 00°17'44" EAST 1.15 FEET; THENCE SOUTH 89°23'53" EAST 83.13 FEET TO THE POINT OF BEGINNING.

Also shown as EXHIBIT A attached hereto

Grantors hereby agree that Owner, its employees, agents, representatives, contractors and assigns shall have the right of ingress to and egress from the above described property with such equipment and materials as is necessary to install, maintain, operate, repair, inspect, protect, remove, replace or relocate storm water facilities as may be required from time to time by Owner.

Grantors shall have the right to use said premises except for the purpose for which this easement is granted provided such use shall not interfere with said storm water facilities or the conveyance of water through any facilities installed or maintained by Owner. Grantors shall not build or construct or permit to be built or constructed any building, permanent structure or improvements affecting pipe and swale conveyance over or across said easement.

Owner shall have the right to remove permanent structures or vegetation within the easement. Owner shall restore or repair, at the Owners expense, wood, vinyl, and chain link fences, grass, soil, shrubbery, bushes, flowers, trees, other low level vegetation, sprinkler system, irrigation system, gravel, flat concrete, or asphalt damaged or displaced from the exercise of the easement rights.

Owner shall at all times be responsible, at its own cost, for the regular maintenance, repair and replacement of its improvements within the easement area. Once commenced, any construction, maintenance, repair or replacement undertaken in reliance upon the easement granted herein shall be

diligently prosecuted to completion, so as to minimize any interference with the business of Grantor or any other property owner. Any entry upon Grantor's property hereunder for the exercise of any right pursuant to this easement, shall be undertaken only in such a manner so as to minimize any interference with the business of Grantor, and only following reasonable notice under the circumstances to the other Owner. Owner shall have the obligation at its own expense to promptly restore the Grantor's property to the same condition as was present prior to such entry. Prior to commencement of any construction, maintenance or repair work, the Owner must first provide Grantor with notice of the work, which notice much include a description of the work, the name and contact information of the contractor, and the proposed construction schedule. Grantor shall have three (3) days to review and respond to the notice, or else it shall be deemed approved. Grantor shall have the right to impose backout dates and other restrictions into the construction schedule, provided that such restrictions do not extend the construction completion date in the notice out by more than fourteen (14) days.

Grantors also agree to recognize the following described improvements within the easement and rights of way described hereafter:

12" storm drain line located within the 10' wide easement area as described above and as shown on Exhibit A.

Grantors, their successors and assigns to the property(s), agree to preserve and protect the storm water system described in the easement, and at no time permit a project or activity that will affect the purpose, conveyance and volume of system within the boundaries of said perpetual easement.

Grantor(s) release Owner from any and all claims for damages arising in any way or incident to the future exercise of the easement over, below and across the described land.

These covenants and the related terms and rights of way for the easement shall run with the land and be enforceable against all future owners of the land.

IN WITNESS WHEREOF, said Jim Balderson has caused this instrument to be executed by its proper officers thereunto duly authorized, this 2nd day of September A.D. 2021.

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

By: [Signature]
Its: Manager
Title

On the date first above written personally appeared before me, James Balderson, who, being by me duly sworn, says that he is the Manager of Herriman Medical Partners LLC a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

[Signature]
Notary Public

