

WHEN RECORDED, MAIL TO:

Megan Hansen
442 North Tioga Avenue
Saratoga Spring, UT 84045

Burdened Parcel Tax ID: 66:530:0011
Dominant Parcel Tax ID: 58:032:0177

ACCESS EASEMENT

This ACCESS EASEMENT, dated this 13 day of March 2019 (the "**Effective Date**"), is executed by grantor K&M Hansen, LLC, a Utah limited liability company ("**Grantor**"), with its principal place of business in Salt Lake County, Utah, in favor of IHC Health Services, Inc., a Utah corporation ("**Grantee**"), with its principal place of business in Salt Lake County, Utah.

RECITALS

- A. Grantor owns certain real property located in Salt Lake County, Utah, and more particularly described on **Exhibit A** attached hereto (the "**Grantor Property**").
- B. Grantee owns certain real property located in Salt Lake County, Utah, and more particularly described on **Exhibit B** attached hereto (the "**Grantee Property**"), which neighbors and abuts the Grantee Property.
- C. Grantor now desires to convey the Access Easement (defined below and more particularly illustrated on **Exhibit C**) to Grantor for the purpose of providing access between Exchange Drive and the Grantee Property

WITNESSETH, that Grantor, for and in consideration of the foregoing recitals and in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged does hereby grant the Access Easement to Grantee as follows:

- Easement.** Grantor hereby grants and conveys to Grantee and its successors and assigns the Access Easement over and through the Grantor Property a permanent right of way for purposes of ingress and egress between Exchange Drive and the Grantee Property (the "**Access Easement**"). Accordingly, without limiting the generality of the foregoing, Grantee may freely enter upon the Grantor Property through the Access Easement and use the same on an unlimited basis as Grantee may determine. The Access Easement is granted for the exclusive use and benefit of Grantee and its successors, assigns, guests and invitees, including without limitation any owners or occupants of the Grantee Property and their guests and invitees.
- Runs with Land; Binding Effect.** The Access Easement shall be deemed to be appurtenant to, and run with, the respective land(s) for all purposes, with the Property as the servient (burdened) estate and the Grantee Property as the benefitted (dominant) estate. Every covenant, term

and provision herein shall be binding upon and inure to the respective burden and benefit of the parties hereto and their respective successors, assigns, trustees, beneficiaries, lessees and mortgagees.

3. **Term.** The Access Easement shall continue in perpetuity and shall run with the respective land(s) as described in Section 2 above, unless and until expressly terminated by written instrument mutually agreed to by Grantor and Grantee (or their successors or assigns as applicable).

4. **Maintenance.** Grantor conveys the Access Easement with the condition that Grantee, its successors or assigns be responsible to keep and maintain the Access Easement, at Grantee's cost, in good maintenance and repair, as reasonably determined by Grantor.

5. **No Lapse from Non-Use.** The Access Easement rights granted hereunder shall not lapse or be deemed abandoned because of any non-use thereof.

6. **Further Assurances and Actions as Requested.** Grantor agrees to execute such instruments and documents, and take such other actions, as Grantee may reasonably request in connection with the transactions contemplated hereby, including without limitation in order to effectuate, consummate, perfect or acknowledge the validity and enforceability of any such transactions.

7. **Indemnification.** Grantor conveys the Access Easement with the condition that by its use, Grantee agrees to and shall indemnify, defend and hold harmless the Grantor from and against any losses, claims, damages, expenses and costs (including reasonable attorneys' fees) occurring on the Access Easement.

8. **No Implied Waiver(s).** Except to the extent otherwise provided herein, no failure on the part of Grantor, and no delay in exercising, any right or remedy hereunder shall be construed to be a waiver thereof, nor shall it prevent the Grantor from exercising that or any other rights hereunder thereafter, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof.

[End of page; signature page follows]

IN WITNESS WHEREOF, the Grantor hereto has executed this document as of the Effective Date.

GRANTOR:

K&M Hansen, LLC

By: Megan Hansen
Its Authorized Signer

STATE OF UTAH)
 : ss.
COUNTY OF)

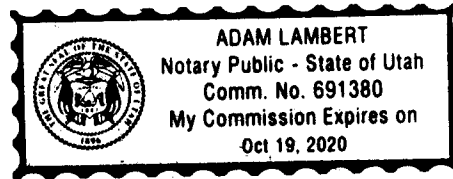
The foregoing instrument was duly acknowledged before me this 13 day of MARCH 2019, by MEGAN HANSEN, who being by me duly sworn did say that he did execute the same.

NOTARY PUBLIC
Residing at SALT LAKE County, Utah

My Commission Expires: OCTOBER 19, 2020

Adam Lambert

STATE OF UTAH)
 : ss.
COUNTY OF)



**EXHIBIT A
DESCRIPTION OF THE ACCESS EASEMENT**

AN ACCESS EASEMENT LOCATED IN LOT 11A SARATOGA WALMART SUBDIVISION SECOND AMENDED, RECORDED JUNE 30, 2016 AS ENTRY NUMBER 60281:2016, AND AS MAP FILING NUMBER 15123 OF THE OFFICIAL RECORDS OF THE UTAH COUNTY RECORDER. SAID ACCESS EASEMENT ALSO BEING IN THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID LOT 11A, SAID POINT BEING SOUTH 31°05'29" WEST ALONG SAID WESTERLY LINE OF LOT 11A 99.66 FEET FROM THE MOST NORTHERLY CORNER OF SAID LOT 11A, SAID POINT ALSO BEING NORTH 89°38'31" EAST 1036.82 FEET AND SOUTH 31°05'29" WEST 387.26' FROM A WITNESS CORNER TO THE NORTHWEST CORNER OF SECTION 14, TOWNSHIP 5 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 58°49'47" EAST 9.54 FEET TO A POINT ON THE ARC OF A 229.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT, SAID POINT ALSO BEING ON THE EASTERLY LINE OF SAID LOT 11A, THENCE SOUTHWESTERLY ALONG SAID ARC OF SAID CURVE AND SAID EASTERLY LINE 121.60 FEET THROUGH CENTRAL ANGLE OF 30°25'28", LONG CORD BEARS SOUTH 27°52'02" WEST 120.18 FEET, THENCE NORTH 58°54'31" WEST 16.30 FEET TO A POINT ON SAID WESTERLY LINE, THENCE NORTH 31°05'29" EAST 120.00 FEET ALONG SAID WESTERLY LINE TO THE POINT OF BEGINNING.

CONTAINS 905 SQ. FT. OR 0.021 ACRES

EXHIBIT B
DESCRIPTION OF THE GRANTEE PROPERTY

Parcel No. 58-032-0177

Commencing North 7.03 feet and East 1126.04 feet from the Northwest Corner of Section 14, Township 5 South, Range 1 West, Salt Lake Base and Meridian; thence South 37 degrees 42'48" West 767.86 feet; thence South 17 degrees 50'25" West 503.43 feet; thence South 2 degrees 48'01" West 213.07 feet; thence South 89 degrees 22'42" East 250 feet; thence North 43 degrees 16'42" West 18.75 feet; thence North 2 degrees 48'00" East 199.55 feet; thence North 25 degrees 53'30" East 180.67 feet; thence North 31 degrees 05'30" East 1083.98 feet; thence South 89 degrees 38'31" West 251.21 feet to the point of beginning.

Less and excepting those portions described in that Road Dedication Plat recorded July 27, 2017 as Plat No. 15637 and Entry No. 72395:2017.

EXHIBIT C
Depiction of the Access Easement
(for illustrative purposes only)

The Access Easement is depicted as the "Easement Parcel" in the diagram below.

