

WHEN RECORDED, MAIL TO:

IHC HEALTH SERVICES, INC.
36 South State Street, 21st Floor
Salt Lake City, Utah 84111
Attn: Corporate Real Estate Director

RECIPROCAL EASEMENT AGREEMENT
(Erda, Tooele County, Utah)

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation (“Intermountain”) and RBW INVESTMENTS, LLC, a Utah limited liability company (“RBW”), with an address of 24226 116th Ave. W, Woodway, WA 98020-5255, enter into this RECIPROCAL EASEMENT AGREEMENT (this “Agreement”) on ~~October 20~~, 2020. Intermountain and RBW may be referred to collectively as the “Parties” or individually as a “Party.”

Background

- A. Intermountain owns real property located in Erda, Tooele County, Utah (the “Intermountain Property”).
- B. RBW owns real property located adjacent to the Intermountain Property (the “RBW Property,” and collectively with the Intermountain Property, the “Properties”).
- C. The Parties entered into a Boundary Line Agreement dated September 20, 2019.
- D. The Parties now wish to obtain right-in right-out access to and from Highway 36 and all associated approvals from the Utah Department of Transportation (“UDOT”) and, to that end, have agreed to grant each other shared and reciprocal access rights over the Intermountain Property and RBW Property, as the case may be, to allow for construction of related drive lanes and a shared access roadway along the common boundary of the Properties on the south end of the Intermountain Property, subject to the following terms.

Terms

1. Reciprocal Grant of Easements. Each Party, as “Grantor,” hereby grants to the other Party, as “Grantee,” a perpetual, non-exclusive easement and right-of-way (the “Easement”) for vehicular and pedestrian ingress and egress over, upon and across a portion of each Grantor’s Property as more particularly described and outlined on attached Exhibit A (collectively, the “Easement Areas”), and to and from Highway 36. The Parties hereby acknowledge and agree that the access to and from Highway 36 is limited to “right in” and “right out” access.
2. Reservation. Grantor reserves the right to use the Easement Areas in common with Grantee and to grant permits, licenses and easements over, across, through and under the Easement Areas for any other lawful purpose, subject to this Agreement and so long as Grantor’s use or any other use permitted by Grantor does not unreasonably interfere with Grantee’s use of the Easements. In addition and subject to the foregoing, Grantor may permit improvements and facilities related to other uses of the Grantor Property, may use and improve the Easement Areas to provide access to the Grantor Property, and may install and maintain landscaping (excluding trees), hardscaping, sidewalks, driveways, drainage and other improvements on the Easement Areas (collectively, the

“Permitted Improvements”) as permitted by UDOT and any other applicable laws, codes, or regulations. Other than the Permitted Improvements and as otherwise set forth in this Agreement, Grantor will not construct any improvements, buildings or structures on the Easement Areas.

3. Construction. The Parties agree to construct, within the Easement Areas, acceleration and deceleration drive lanes along Highway 36 as required by UDOT and as shown in Exhibit B (the “Drive Lanes”) and a shared access roadway extending from Highway 36 along the common north-south boundary between the Properties as shown in Exhibit C (the “Joint Access Road” and, together with the Drive Lanes, the “Roadway Improvements”). Intermountain will construct, install and complete, or cause to be constructed, installed and completed, the Roadway Improvements. The Parties will share in the costs of constructing the Roadway Improvements (collectively, the “Construction Costs”) as follows: (a) for the Joint Access Road, an equal share (50%), and (b) for the Drive Lanes, a share of 60.28% for Intermountain and 39.72% for RBW. Intermountain agrees to provide RBW with bids, cost estimates, or other such information to allow RBW to determine whether the Construction Costs are reasonable. If the RBW does not provide notice of objection within 10 business days after receipt of such information, the Construction Costs will be deemed reasonable. RBW will pay its portion of the Construction Costs within 30 days of receiving Intermountain’s written request for reimbursement. Such request will include reasonable and appropriate evidence of completion of, and payment for, the Roadway Improvements. If RBW fails to pay all undisputed amounts due to Intermountain within 60 days of the date on which the payment is due, then, without limiting any other rights or remedies available to Intermountain at law or equity, Intermountain will have the right to record notice of interest in the RBW Property. Initial construction will include the Drive Lanes and the portion of the Joint Access Road extending approximately 25 feet from the Highway 36 curb cut and will be completed within the time frame required by UDOT in connection with its approval of the right-in right-out access. In any event, any construction work related to the Roadway Improvements will be performed in accordance with any and all applicable ordinances, laws, rules and regulations, and the requirements of any governmental authorities having jurisdiction over the Easement Areas. RBW hereby grants a temporary, non-exclusive easement to Intermountain and its agents, employees, and contractors over and across the portions of the RBW Property as is reasonably necessary to install the Roadway Improvements. Upon the completion of the Roadway Improvements, the temporary easement will automatically terminate.
4. Extension; Dedication. The Parties will work together in good faith to mutually agree on the terms and conditions, including the sharing of costs, for any further extension and development of the Joint Access Road along the common boundaries between the Parties’ Properties. The Parties will, in concert with all applicable municipal planning authorities, also cause the Roadway Improvements and the applicable portion of their Properties to be dedicated for public use following completion of the Roadway Improvements, whether in phases or in a single dedication, also as determined in concert with applicable municipal planning authorities.
5. Maintenance. The Parties acknowledge that: (i) a Party may desire or be required to maintain, repair, replace, or further develop the Roadway Improvements (separately from the obligations set forth in Section 6 below), and (ii) such maintenance, repair, replacement, or development (together, “maintenance”) by either Party will directly benefit the other Party. The Party completing the maintenance of the Roadway Improvements is the “Constructing Party,” and the Party not performing the maintenance is the “Reimbursing Party.” The Parties will share equally in the reasonable costs of maintaining, repairing, replacing, or developing the Roadway Improvements (the “Maintenance Costs”) under this section and will work together in good faith to mutually agree on which Party will be the Constructing Party and which will be the Reimbursing Party. The Constructing Party agrees to provide the Reimbursing Party with bids, cost estimates, or other such

information to allow the Reimbursing Party to determine whether the Maintenance Costs are reasonable. If the Reimbursing Party does not provide notice of objection within 10 business days after receipt of such information, the Maintenance Costs will be deemed reasonable. All maintenance will be performed in a good and workmanlike manner and in accordance with any and all applicable ordinances, laws, rules and regulations, and the requirements of any applicable governmental authorities. The Reimbursing Party will pay its portion of the Construction Costs within 30 days of receiving the Constructing Party's written request for reimbursement. Such request will include reasonable and appropriate evidence of completion of, and payment for, the maintenance of the Roadway Improvements. If the Reimbursing Party fails to pay all undisputed amounts due to the Constructing Party within 60 days of the due date, then, without limiting any other rights or remedies available at law or equity, the Constructing Party will have the right to record notice of interest in the Reimbursing Party's Property.

6. Repairs. If a Party or its agents damages the Easement Areas in connection with the rights set forth in this Agreement, such Party will, at its sole expense, repair the damage and restore the damaged property as near to the original condition as is reasonably possible. Such Party will complete all repair work within 30 days of receiving written notice from the other Party describing the damage. If such Party cannot complete the repair work within 30 days due to a force majeure event as described below, it may take additional time as may be necessary under the circumstances to complete the work so long as it begins such work within the 30-day period (or, in the case of a weather-related force majeure event, within 30 days of the date when it can begin the work under the circumstances) and diligently pursues it to completion.
7. Temporary License. During construction or maintenance of the Roadway Improvements, each Party hereby grants to the other, its agents, employees and contractors, a temporary, non-exclusive license over and across the Easement Areas and immediately surrounding areas, as reasonably necessary to complete the construction or maintenance work. Upon the completion of the Roadway Improvements or applicable maintenance, such temporary license will automatically terminate.
8. Limitations on Use. Each Party's use of the Easements and the Easement Areas will be limited to the uses described in this Agreement. Each Party will exercise the rights granted under this Agreement in a manner that least interferes with the use of the Easement Areas and the Grantor Property by Grantor and any other permitted user. Grantee may not construct any barriers or obstacles within the portion of the Easement Areas located on the Grantor Property or otherwise alter or modify the Easement Areas or the Grantor Property without Grantor's written consent. Grantee may not park any vehicles within the Grantor's portion of the Easement Areas.
9. Compliance with Laws. The Parties will comply with all applicable federal, state and local laws, rules and regulations when entering upon the Easement Areas and exercising their respective rights under this Agreement.
10. Environmental Matters. Grantee will not permit any contamination, dumping or other environmental waste to be left, disposed on or contaminate the Easement Areas or the Grantor Property. Grantee will not create, exacerbate or cause any "Environmental Condition" (as defined below) on or about the Grantor Property. For purposes of this Agreement, "Environmental Condition" means (a) contamination or pollution of soil, air, surface or groundwater, (b) the disposal, placement, existence, presence or release or threat of release of a "Hazardous Material" (as defined below) and the affects thereof, or (c) noncompliance with or violation of "Applicable Law" (as defined below) including, without limitation, any lack of required governmental permits or approvals. "Hazardous Material" means (x) any substance, the presence of which requires investigation, remediation, or other response or corrective action under Applicable Law, or (y) any

substance which is defined as a hazardous waste, hazardous substance, extremely hazardous substance, hazardous material, hazardous matter, hazardous chemical, toxic substance, toxic chemical, pollutant or contaminant, or other similar term, in or pursuant to Applicable Law, or (z) any asbestos or asbestos-containing material, PCBs or equipment or articles containing PCBs, petroleum, diesel fuel, gasoline or other petroleum hydrocarbons. "Applicable Law" means all existing federal, state or local laws, common law, statutes or regulations, including, without limitation, those relating to the protection of human health and safety, protection of the environment, or prevention of pollution.

11. No Liens. No Party will permit any lien or claim of mechanics, laborers or materialmen to be filed against the Easement Areas or the Properties for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by such Party. In the event that a lien or claim is filed, the responsible Party will cause the lien or claim to be paid and discharged within thirty (30) days after the date of the filing or recording of the lien or claim.
12. Indemnification. Except to the extent due to the negligence or willful misconduct of the other Party, each Party hereby agrees to indemnify and hold the other Party harmless from and against any and all claims, suits, causes of action, damages, liens, losses, death, injuries, expenses, costs or liabilities of any kind, including without limitation attorneys' fees and court costs, to the extent arising out of or in connection with any use of the Easement Areas or any other portion of the Grantor Property by such Party or their agents, contractors, employees, or invitees, and any negligent or willful non-performance or other breach by such Party of any terms, conditions, provisions, duties, obligations or representations under this Agreement. The indemnities set forth in this section are in addition to, and not in limitation of, any indemnification or other rights or remedies available to the Parties at law or in equity. The provisions of this section will survive any termination of the Easements or this Agreement.
13. Notice. All communications, consents, and other notices provided for in this Agreement will be in writing and effective on the date hand-delivered (receipted), on the date following the date sent by nationally-recognized, overnight courier, or three business days following the date mailed by registered or certified mail, return receipt requested, postage prepaid, in any event to the applicable address specified above (i.e., in the recording return address or the introductory paragraph) or to any other address designated by the applicable party in writing.
14. Term: Termination. The Easements and this Agreement will expire and automatically terminate if and when, and to the extent, all or any portion of the Easement Areas is dedicated to or acquired for public use. No additional documentation is required to give effect to the automatic termination, but the parties will, if needed, execute reasonable documentation of the termination.
15. No Public Dedication. The Easement Areas and the Properties are and shall at all times remain the private property of Intermountain and RBW, respectively, until such time as the Parties agree to dedicate all or some portion of the Easement Areas as contemplated in Section 4 above. Nothing in this Agreement will be deemed or considered to be a dedication of all or any part of the Easement Areas or the Properties to the general public or for any other public purpose whatsoever.
16. Covenant Running with the Land. The Easements constitute a covenant running with the land (i.e., burdening the Grantor Property and appurtenant to the Grantee Property) and will be binding upon and inure to the benefit of successors and assigns of the Parties.

17. Purpose and Confirmation. This Agreement is made for the purposes set forth in this Agreement and no more, and is intended to be subject to and made in compliance with any and all applicable zoning ordinances, laws, rules and regulations.
18. Miscellaneous.
- (a) This Agreement contains the entire agreement and understanding between the Parties relating to the subject matter of this Agreement. The Parties may amend this Agreement only in a written document signed by the Parties. No failure by either Party to enforce or exercise any right under this Agreement will constitute a waiver. This Agreement will be construed as a whole and not strictly for or against any party.
 - (b) In any litigation or other proceeding relating to the breach of this Agreement, the prevailing Party will be entitled to recover its out-of-pocket costs and reasonable attorneys' fees.
 - (c) Each Party has the right, power, legal capacity, authority, and means to enter into and perform this Agreement and, further, any individual(s) signing on behalf of such Party has been duly authorized to do so.
 - (d) The Parties may sign this Agreement in any number of counterparts, each of which when signed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. The recitals above and attached exhibits are incorporated in this Agreement by this reference.
 - (e) If a provision of this Agreement is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect.
 - (f) Utah laws govern this Agreement, and the Parties submit to the exclusive jurisdiction of state and federal courts in Utah. This Agreement will be recorded in the official real estate records of Tooele County, Utah.
 - (g) This Agreement does not constitute—and must not be construed to create—a partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other.
 - (h) If any Party to this Agreement is delayed or prevented from the performance of any required act by reason of a strike, labor trouble, acts of terror, acts of nature and the elements, or any other cause beyond the reasonable control of the delayed Party (financial inability excepted), i.e., “force majeure,” and the delayed Party is otherwise without fault, then performance of the applicable act is excused for the period of the delay, provided the delayed Party will take all commercially reasonable efforts to mitigate the force majeure.

[Signatures and acknowledgements on following page]

IN WITNESS WHEREOF, Intermountain has executed the foregoing Agreement to be effective as of the date first written above.

IHC HEALTH SERVICES, INC.,
a Utah nonprofit corporation

By: *Clay L. Ashdown*
Clay L. Ashdown, Vice President

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

Acknowledged before me on the 28th day of October, 2020 by Clay L. Ashdown, Vice President of IHC Health Services, Inc., a Utah nonprofit corporation.



Lorrie Callaway
Notary Public

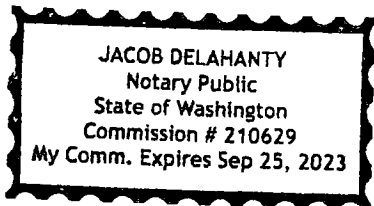
IN WITNESS WHEREOF, RBW has executed the foregoing Agreement to be effective as of the date first written above.

RBW INVESTMENTS, LLC,
a Utah limited liability company

By: *Ralph S. Weber*
Ralph S. Weber, Manager

STATE OF Washington)
: ss.
COUNTY OF Snohomish)

Acknowledged before me on the 20 day of October, 2020 by Ralph S. Weber, Manager of RBW Investments, LLC, a Utah limited liability company.



Jacob Delahanty
Notary Public

EXHIBIT A**Descriptions and Depictions of the Easement Areas****Erda, Utah**

parcel # 05-050-0-0038

North 29' - Intermountain Easement Area

The Southerly 29 feet of the Grantor's property located in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Erda City, Tooele County, Utah, being 29 feet on the Northerly side of the following described line:

Beginning at the Grantors common Westerly Corner at the intersection of the Easterly line of State Highway 36 and the Sixteenth Line of said Southwest Quarter, said point is located 126.81 feet North 89°40'26" East along the Quarter Section Line and 1324.82 feet South 0°23'53" East along said Easterly Line to said intersection from the West Quarter Corner of said Section 34 Witnessed by a Brass Cap Monument found 26.72 feet Easterly along said Quarter Section line from said West Quarter Corner also being located 5281.77 feet South 89°40'26" West along the Quarter Section Line from a Brass Cap Monument found marking the East Quarter Corner of said Section; and running thence South 89°40'26" West 1191.54 feet along the Grantor's Southerly line and said Sixteenth Line to the Southeast Corner thereof and the Southeast Corner of said Southwest Quarter.

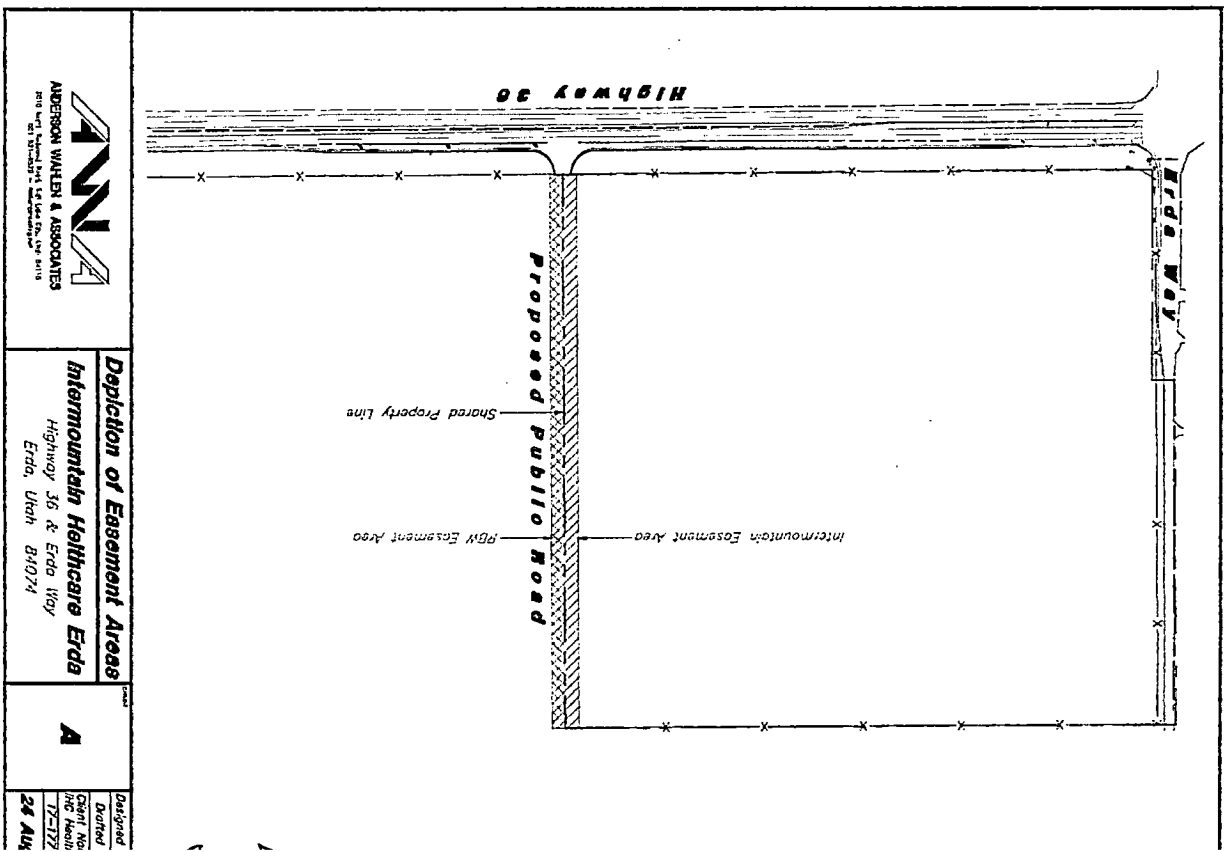
Contains 34,555 sq. ft.**South 29' - RBW Easement Area**


Parcel # 05-050-0-0033

A 29-foot-wide strip of land located in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Erda City, Tooele County, Utah, being 29 feet on the Southerly side of the following described line:

Beginning at the Grantors common Westerly Corner at the intersection of the Easterly line of State Highway 36 and the Sixteenth Line of said Southwest Quarter, said point is located 126.81 feet North 89°40'26" East along the Quarter Section Line and 1324.82 feet South 0°23'53" East along said Easterly Line to said intersection from the West Quarter Corner of said Section 34 Witnessed by a Brass Cap Monument found 26.72 feet Easterly along said Quarter Section line from said West Quarter Corner also being located 5281.77 feet South 89°40'26" West along the Quarter Section Line from a Brass Cap Monument found marking the East Quarter Corner of said Section; and running thence South 89°40'26" West 1191.54 feet along the Grantors Northerly Line and said Sixteenth Line to the Southeast Corner of said Southwest Quarter.

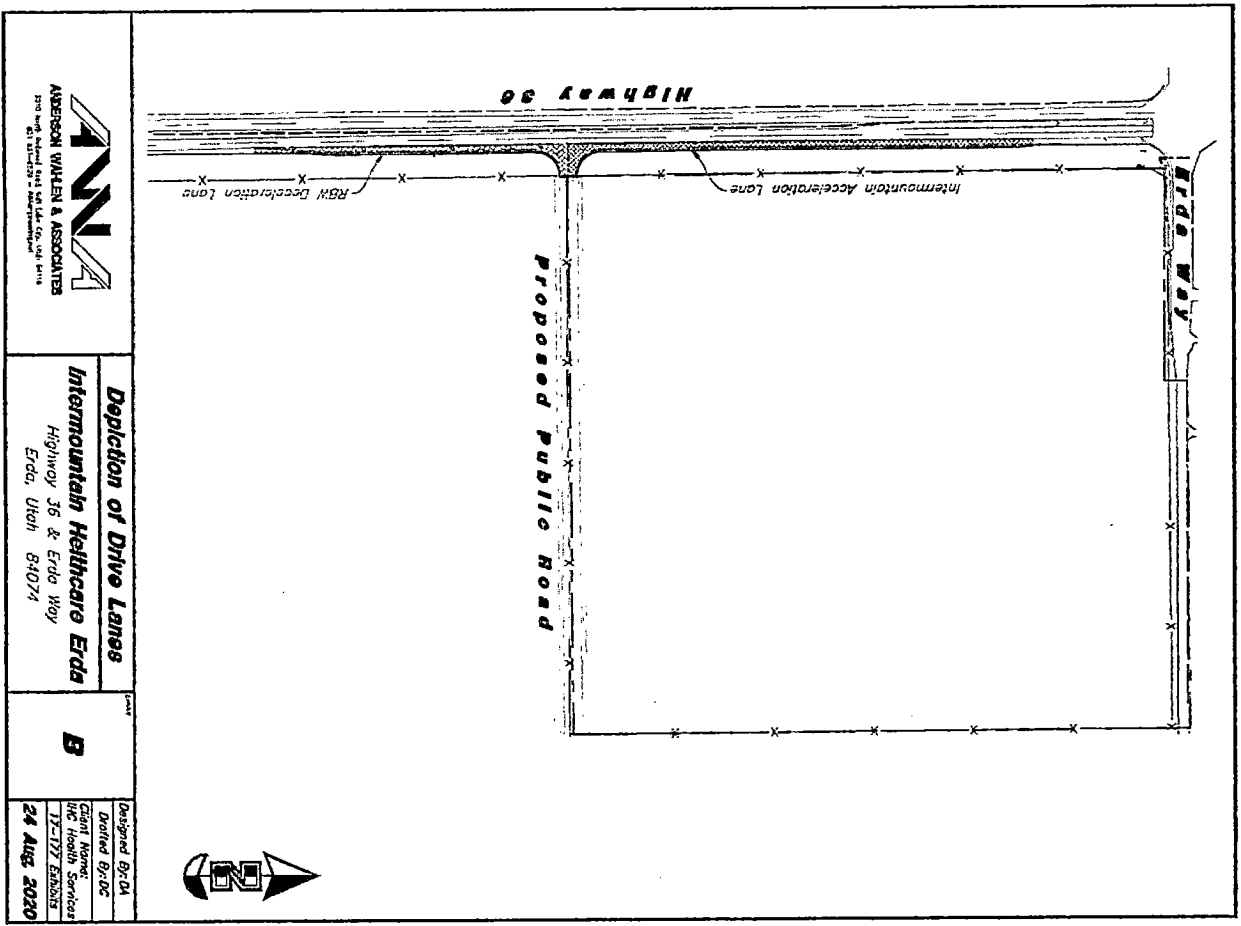
Contains 34,555 sq. ft.*[see depiction on the following page]*



 <p>AWA ANDERSON WARDEN & ASSOCIATES 210 West 100 South, Salt Lake City, UT 84115</p>	<p>Depiction of Easement Areas</p>	
	<p>Intermountain Healthcare Erda Highway 36 & Erda Way Erda, Utah 84074</p>	
	<p>A</p>	<p>Designed Drawn Date 17-177 24 Aug</p>

Depiction of the Drive Lanes

Exhibit B



AWA
 ANDERSON WHITEN & ASSOCIATES
 2200 West National Road, Suite 100, Salt Lake City, Utah 84119
 801-533-1233 • www.awa.com

Depiction of Drive Lanes
Intermountain Healthcare Erda
 Highway 36 & Erda Way
 Erda, Utah 84074

Designed By: JAC
 Dated: 8/20/20
 Client Name: IHC Health Services
 17-177-ERD01S
24 Aug 2020

Exhibit C

Description and Depiction of the Joint Access Road

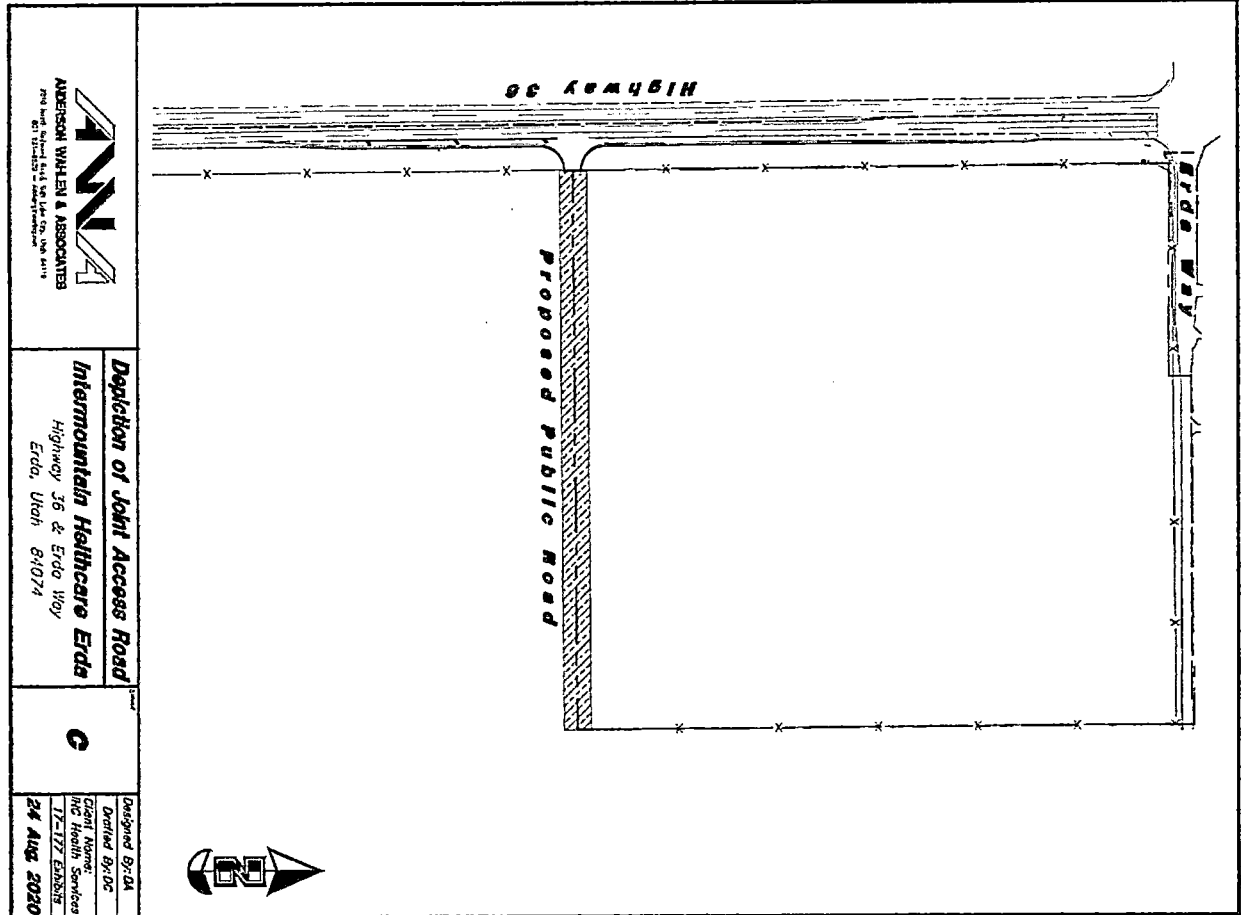
58' ROW (Combined Easement Areas)

A 58-foot-wide Public Right-of-Way located in the Southwest Quarter of Section 34, Township 2 South, Range 4 West, Salt Lake Base and Meridian, Erda City, Tooele County, Utah, being 29 feet each side of the following described centerline:

Beginning at the Grantors common Westerly Corner at the intersection of the Easterly line of State Highway 36 and the Sixteenth Line of said Southwest Quarter, said point is located 126.81 feet North $89^{\circ}40'26''$ East along the Quarter Section Line and 1324.82 feet South $0^{\circ}23'53''$ East along said Easterly Line to said intersection from the West Quarter Corner of said Section 34 Witnessed by a Brass Cap Monument found 26.72 feet Easterly along said Quarter Section line from said West Quarter Corner also being located 5281.77 feet South $89^{\circ}40'26''$ West along the Quarter Section Line from a Brass Cap Monument found marking the East Quarter Corner of said Section; and running thence South $89^{\circ}40'26''$ West 1191.54 feet along the Grantors common line and said Sixteenth Line to the Southeast Corner of said Southwest Quarter and the Southeast corner of the North Grantor's property.

Note: The sideline of the Northerly side of this Right-of-Way needs to be extended or shortened to exactly match the North Grantor's Easterly property line.

[see depiction on the following page]



Depletion of Joint Access Road
Intermountain Healthcare Erda
 Highway 36 & Erda Way
 Erda, Utah 84074

C
 Designed By: DA
 Drawn By: DC
 Client Name:
 IHC Health Services
 17-177 EXHIBIT
 24 AUG 2020