

When Recorded Return To:
Cherry Petersen Landry Albert LLP
8350 N. Central Expressway, Suite 1500
Dallas, Texas 75206
Attn: Stephanie Urano

01459-10294

14-506-0001

14-003-0106

MUTUAL ACCESS EASEMENT AGREEMENT

This Mutual Access Easement Agreement (the "Agreement") is executed as of the 5 day of August, 2015, by WAYNE A. BELLEAU AKA WAYNE BELLEAU and TETON INVESTMENT HOLDINGS, LLC, a Utah limited liability company (formerly known as Teton Investment Holdings, LP) (collectively "Developers"), whose address is 1178 W. Legacy Crossing Blvd., Suite 110, Centerville, Utah 84014 and CLINTON CARE GROUP, LLC, a Washington limited liability company ("CCG"), whose address is 5101 NE 82nd Avenue, Suite 200, Vancouver, WA 98662.

A. Developers, jointly, are the fee owner of that certain tract of land located in the Clinton, Davis County, Utah, being more particularly described on Exhibit A attached hereto and incorporated herein by this reference for all purposes (the "Developers Tract").

B. CCG is the owner of that certain tract of land which abuts the Developers Tract and is described on Exhibit B attached hereto and incorporated herein by this reference for all purposes (the "CCG Tract").

C. The parties desire to establish easements upon, over and across portions of their respective properties.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree and declare as follows:

1. Easements.

a. Subject to the terms of this Agreement, Developers hereby grant to CCG, its successors and assigns the following easements:

(i) a non-exclusive, perpetual easement for the limited purposes of vehicular and pedestrian ingress and egress to and from the CCG Tract over, upon, and across that certain portion of the Developers Tract being more particularly described and depicted on Exhibit C attached hereto and incorporated herein by this reference (the "**Developers Tract Easement Area**"), but only to the extent the Driveway Improvements (as defined below) are actually constructed on the Developers Tract Easement Area. The foregoing easement is for the benefit of and shall be appurtenant to the CCG Tract.

(i) a temporary construction easement over, upon, across and under the Developers Tract Easement Area for the right, but not the obligation, to construct a driveway (including curb cuts, driveways, curbs, sidewalks, utilities and other reasonable improvements thereto) (collectively, the "Drive Improvements") for ingress and egress to and from 2000 West Street (for the benefit of both the CCG Tract and the Developers Tract). CCG shall have the right of ingress and egress over the Belleau Tract in order to exercise the foregoing easement, provided such ingress and egress shall be exercised in

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a reasonable manner. Any construction of the Drive Improvements performed by CCG, or at CCG's direction (the "Construction"), shall be at its own cost and expense.

- b. Subject to the terms of this Agreement, CCG hereby grants to Developers, and their respective successors and assigns a non-exclusive, perpetual easement for the limited purposes of vehicular and pedestrian ingress and egress to and from the Developers Tract over, upon, and across certain portion of the CCG Tract being more particularly described and depicted on Exhibit D attached hereto and incorporated herein by this reference (the "**CCG Tract Easement Area**"), but only to the extent the Driveway Improvements are actually constructed on the CC Tract Easement Area. The foregoing easement is for the benefit of and shall be appurtenant to the Developers Tract.

2. Maintenance of Driveway.

- a. Following the completion of Construction of the Drive Improvements it shall be the responsibility of the party which owns the fee underlying the easement area (by way of example, CCG the CCG Tract Easement Area and Developer the Developers Tract Easement Area) or portion of the easement area, to provide for the maintenance and repair of the improvements within such easement area, at no cost to the other party; provided, however, in the event that Davis County accepts dedication of any easement area or the improvements located thereon, the obligation for repair and maintenance shall cease upon acceptance of such dedication by Davis County. The parties further agree to maintain and repair the improvements located within the respective easement areas in good condition and repair, free of trash and other debris.
- b. Any work necessary to construct and maintain the Driveway Improvements shall be performed by the constructing party in a good and workmanlike manner free of liens and defects, by qualified contractors, and with all necessary licenses, permits, and governmental and quasi-governmental authorizations having been obtained in advance. Following Construction, CCG shall give Developers at least 20 days advance written notice of CCG's intention to relocate the Driveway Improvements.
- c. In the event that Developers or CCG, their respective successors or assigns, or their respective agents, representatives, or employees cause damage to the Drive Improvements or to the other improvements located within either the Developers Tract Easement Area or the CCG Tract Easement Area in the exercise of the easement rights granted under this Agreement, such party shall, at its own cost, cause the damage to be repaired and restored to a condition at least equal in quality to the condition that existed prior to such damage.

3. Remedy for Non-Performance. In the event either party fails to perform any covenant or condition contained in the Agreement within the time periods allotted in this Agreement, or if absent a time period such party fails to commence to perform any covenant or condition contained in this Agreement within ten (10) business days following receipt of written notice from the other party and thereafter proceed diligently to complete and cure such failure, the other party may, but shall not be required to enter the non-performing party's property and perform the maintenance and/or repair work abovementioned and receive reimbursement therefor. In such event, within ten (10) business days following written notice of same, the non-performing party shall reimburse the other party all reasonable costs and expenses incurred by such other party, as evidenced by paid invoice, in connection with effectuating such cure, plus all interest which shall accrue against such unpaid amount(s) at the rate of interest equal to the prime rate of interest then announced in the Wall Street Journal plus 4% or the highest rate permitted by applicable law, whichever is less, running from the end of the aforesaid 10-day period until paid in full.

The non-performing party hereby grants to the other party a non-exclusive right of entry and non-exclusive easement and cross, over and under all parts of the non-performing party's tract for all purposes reasonably necessary to enable the performing party (acting directly or through contractors, agents or subcontractors) to perform the terms, provisions or conditions of this Agreement which the non-performing party fails or failed to perform, after notice and time to cure, as aforesaid, but no notice and time to cure need be given in the event of an emergency.

4. Indemnification. Any property owner exercising its rights under this Agreement (the "**Indemnifying Owner**") agrees to indemnify, defend and hold harmless the other property owner (the "**Indemnified Owner**") from and against any and all costs, losses, suits, actions, expenses, liabilities, judgments, liens, damages, or claims, including but not limited to reasonable attorneys' fees and cost (collectively "**Loss**") arising out of or caused by the activities or at the direction of such Indemnifying Owner, except to the extent caused by the negligence or willful misconduct of such Indemnified Owner. Notwithstanding the forgoing, CCG shall not be obligated to indemnify, defend or hold Developers harmless for Loss resulting from a default of this Agreement by Developers or arising from or caused by any existing condition, existing on or prior to the date of this Agreement, including without limitation, environmental conditions of the property over which the CCG Tract Easement Area runs. Notwithstanding the forgoing, Developers and Developers shall not be obligated to indemnify, defend or hold CCG harmless for Loss resulting from a default of this Agreement by CCG.
5. Subject to Matters of Record. The easement grants contained herein are expressly subject and subordinate to all outstanding easements, conveyances, liens and other matters of record in the real property records for Davis County, Utah.
6. Running With Land. The easements created herein and the covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder shall run with the land, shall burden the Developers Tract and the CCG Tract and shall be binding upon Developers and CCG, their heirs, legal representatives, successors and assigns. This Agreement and the easements, covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder are subject to all matters currently of record in the county in which the CCG Tract and the Developers Tract are located.
7. Transfers of Ownership. If, during the existence of this Agreement, Developers or CCG sells or transfers its ownership of the Developers Tract or the CCG Tract or any part thereof, then from and after the effective date of such sale or transfer, that party shall be released and discharged from any and all obligations, responsibilities and liabilities under this Agreement and accruing thereafter, insofar as they relate to the parcel so conveyed, and any such transferee, by the acceptance of the transfer of such interest, shall thereupon become subject to the covenants contained herein, insofar as they relate to the parcel so conveyed to the same extent as if such transferee were originally a party hereto. The provisions of this Agreement, insofar as they affect the subsequent owners of the Developers Tract or the CCG Tract or any portion thereof, may be enforced by the subsequent owner of any portion of the Developers Tract or the CCG Tract only to the extent the easements granted hereby affect such tract so acquired by each such subsequent owner.
8. No Parking Easements. Nothing contained herein shall be construed to grant any parking easements, privileges or rights.
9. No Dedication to the Public. The easements created herein are solely for benefit of the owners of the CCG Tract and the Developers Tract, are private and are not intended to grant any rights to the public. Each party agrees that nothing herein shall be construed as giving it any interest in any award or payment made to the other in connection with any exercise of eminent domain or transfer in lieu thereof affecting the other's property.

10. Taxes. Any and all taxes imposed either upon the value of real property or upon any right, privilege or other incident of ownership related to the Developers Tract and the CCG Tract shall be paid by the legal or equitable owner thereof according to the requirements of law.
11. Amendment. This Agreement and the rights, privileges and benefits arising hereunder or pursuant hereto may be released, terminated, modified, amended or waived only with the written consent of the owner of the CCG Tract and the owner of the Developers Tract.
12. Severability. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under any law applicable to the terms hereof, then the remainder of this Agreement shall not be affected thereby, and in lieu of each such clause or provision of this Agreement that is illegal, invalid or unenforceable, such clause or provision shall be judicially construed and interpreted to be as similar in substance and content to such illegal, invalid or unenforceable clause or provision, as the context thereof would reasonably suggest, so as to thereafter be legal, valid and enforceable.
13. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Utah, without regards to conflicts of laws principles.
14. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to make the owner of the CCG Tract and the owner of the Developers Tract partners or joint venturers or render any of such persons or entity liable for the debts and obligations of any other such persons or entity.
15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original to the same effect as if all parties had executed the same instrument.
16. Multiple Tracts.
 - a. The Developers Tract contains or may in the future contain more than one tract of land. The easements and rights granted to Developers shall inure to the benefit of and shall be appurtenant to each tract of land comprising the Developers Tract, including, without limitation, any tract created from the further subdivision of the tracts currently comprising the Developers Tract. The owner of any such tract, regardless of whether it owns any other portion of the land comprising the Developers Tract, shall be entitled to exercise and benefit from the easements, covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder.
 - b. The CCG Tract contains or may in the future contain more than one tract of land. The easements and rights granted to CCG shall inure to the benefit of and shall be appurtenant to each tract of land comprising the CCG Tract, including, without limitation, any tract created from the further subdivision of the tracts currently comprising the CCG Tract. The owner of any such tract, regardless of whether it owns any other portion of the land comprising the CCG Tract, shall be entitled to exercise and benefit from the easements, covenants, rights, privileges, benefits, duties, obligations and liabilities created hereunder.
17. Waiver. The failure of either Developers or CCG to exercise any right given hereunder shall not constitute a waiver of either party's right to exercise such right.
18. Notices. All notices or other communications made pursuant hereto shall be in writing and shall be deemed properly delivered, given or served when (a) personally delivered against receipted copy; (b) mailed by certified or registered mail, return receipt requested, postage prepaid; or (c) sent by recognized overnight express delivery service; to the parties at the addresses set forth in the introductory

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paragraph. Either party may change its address, and addresses for successors and assigns may be added, for the purposes of this Section by giving five (5) days prior written notice of such change to all other party in the manner provided in this Section.

[SIGNATURES ON FOLLOWING PAGE]

EXECUTED as of date set forth above.

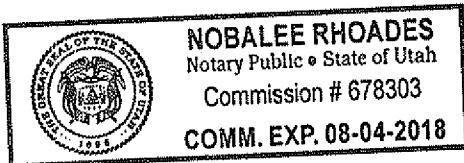
BELLEAU:

Wayne A. Belleau
WAYNE A. BELLEAU AKA WAYNE BELLEAU

STATE OF UTAH

COUNTY OF Davis

This instrument was acknowledged before me on the 5 day of August, 2015, by Wayne A. Belleau aka Wayne Belleau.



Nobalee Rhoades
Notary Public in and for the State of Utah

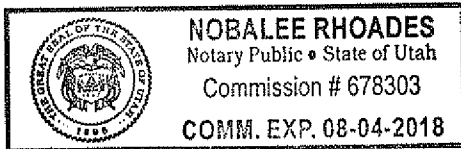
TETON INVESTMENT HOLDINGS, LLC,
a Utah limited liability company

By: *Gary Wright*
Name: Gary Wright
Title: Manager

STATE OF UTAH

COUNTY OF Davis

THE FOREGOING instrument was acknowledged before me this 5 day of August, 2015, by Gary Wright, the Manager of Teton Investment Holding, LLC, a Utah limited liability company (formerly known as Teton Investment Holding, LP), on behalf of said limited liability company.



Nobalee Rhoades
Notary Public in and for the State of Utah

[SIGNATURES ON FOLLOWING PAGE]

CCG:

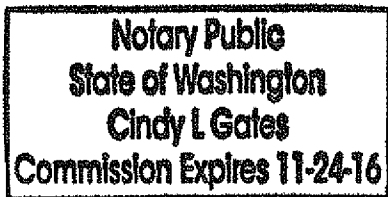
CLINTON CARE GROUP, LLC,
a Washington limited liability company

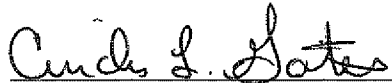
By: Erwin Managers, Inc.,
a Washington corporation,
its Manager

By: 
W. Cody Erwin, Vice President

STATE OF Washington
COUNTY OF Clark

This instrument was acknowledged before me on the 21st day of July, 2015, by W. Cody Erwin, Vice President of Erwin Managers, Inc., a Washington corporation, the Manager of Clinton Care Group, LLC, a Washington limited liability company, on behalf of said limited liability company.




Notary Public in and for the State of WA

**EXHIBIT A
DEVELOPERS TRACT**

BEGINNING ON THE NORTH LINE OF A STREET AND THE EAST LINE OF ANOTHER STREET, AT A POINT NORTH 45°07'30" EAST 46.70 FEET AND SOUTH 89°54'43" EAST 33.19 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE MERIDIAN; WHICH POINT IS ALSO 66.19 FEET EAST OF THE WEST LINE OF SAID SECTION AND 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION, SAID POINT BEING ON THE EAST LINE OF PROPERTY CONVEYED IN SPECIAL WARRANTY DEED RECORDED FEBRUARY 8, 2007 AS ENTRY 2242982 BOOK 4216 PAGE 894 AND RUNNING THENCE ALONG SAID LINE THE FOLLOWING TWO COURSES (1) NORTH 0°09'39" EAST 20.45 FEET (2) NORTH 89°54'43" WEST 25.60 FEET; THENCE NORTH 44°45'13" WEST 3.66 FEET; THENCE NORTH 0°09'37" EAST 383.86 FEET; THENCE SOUTH 89°40'46" EAST 97.72 FEET; THENCE SOUTH 0°19'14" WEST 42.50 FEET; THENCE SOUTH 89°40'46" EAST 182.92 FEET; THENCE SOUTH 0°18'38" EAST 363.28 FEET TO THE NORTH LINE OF A STREET 33.00 FEET NORTH OF THE SOUTH LINE OF SAID SECTION; THENCE NORTH 89°54'43" WEST 255.31 FEET ALONG THE NORTH LINE OF SAID STREET TO THE POINT OF BEGINNING.
CONTAINS 106,177 SQ. FT. OR 2.437 ACRES, MORE OR LESS

EXHIBIT B
CCG TRACT

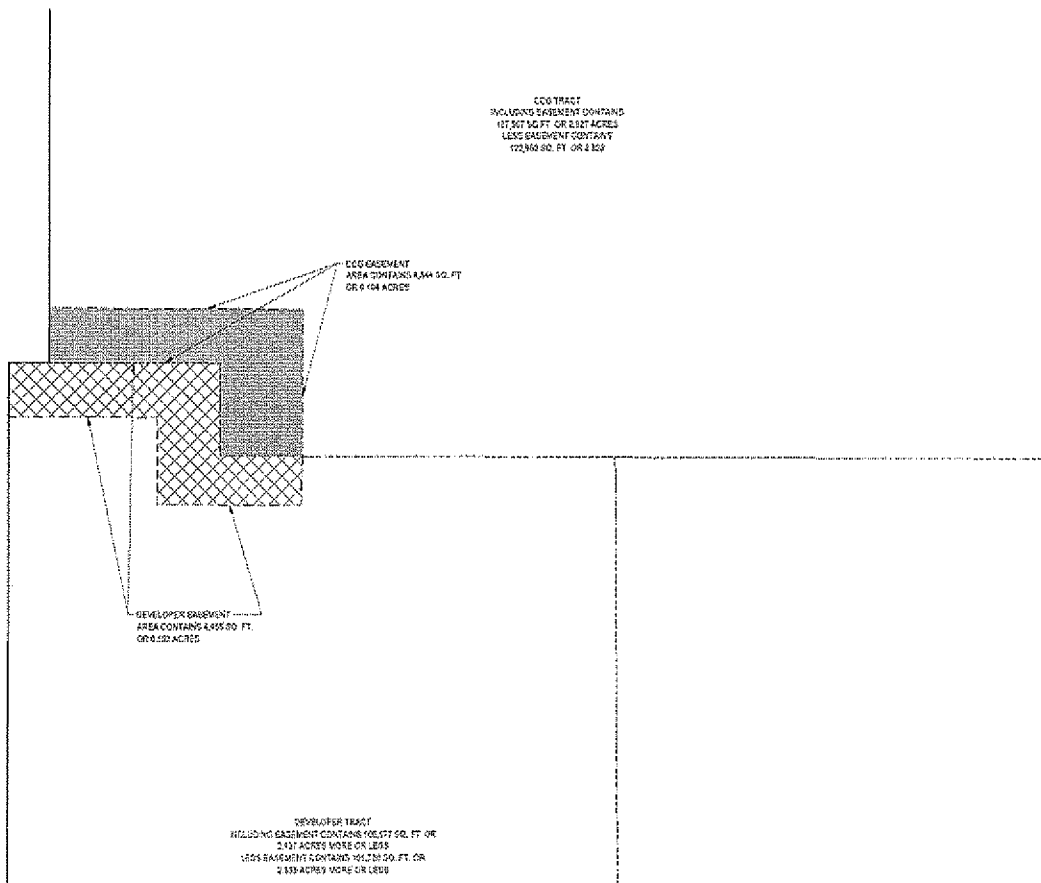
Lot 1, CLINTON ALZHIEMER SPECIAL CARE CENTER, according to the Official Plat thereof as recorded July 31, 2015, as Entry No. 2883890, in Book 6320, Page 123, in the Office of Davis County Recorder, State of Utah.

**EXHIBIT C
DEVELOPERS TRACT EASEMENT AREA**

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2000 WEST STREET SAID POINT BEING NORTH 00°09'39" EAST ALONG THE SECTION LINE 439.96 FEET AND SOUTH 89°50'12" EAST 38.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE SOUTH 89°40'46" EAST 97.72 FEET; THENCE SOUTH 0°19'14" WEST 42.50 FEET; THENCE SOUTH 89°40'46" EAST 38.00 FEET; THENCE SOUTH 0°19'14" WEST 22.50 FEET; THENCE NORTH 89°40'46" WEST 67.00 FEET; THENCE NORTH 0°19'14" EAST 40.00 FEET; THENCE NORTH 89°40'46" WEST 68.44 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 0°18'38" WEST ALONG SAID RIGHT OF WAY LINE 25.00 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 4,455 SQ. FT. OR 0.102 ACRES

EXHIBIT C-1
DEPICTION OF DEVELOPERS TRACT EASEMENT AREA



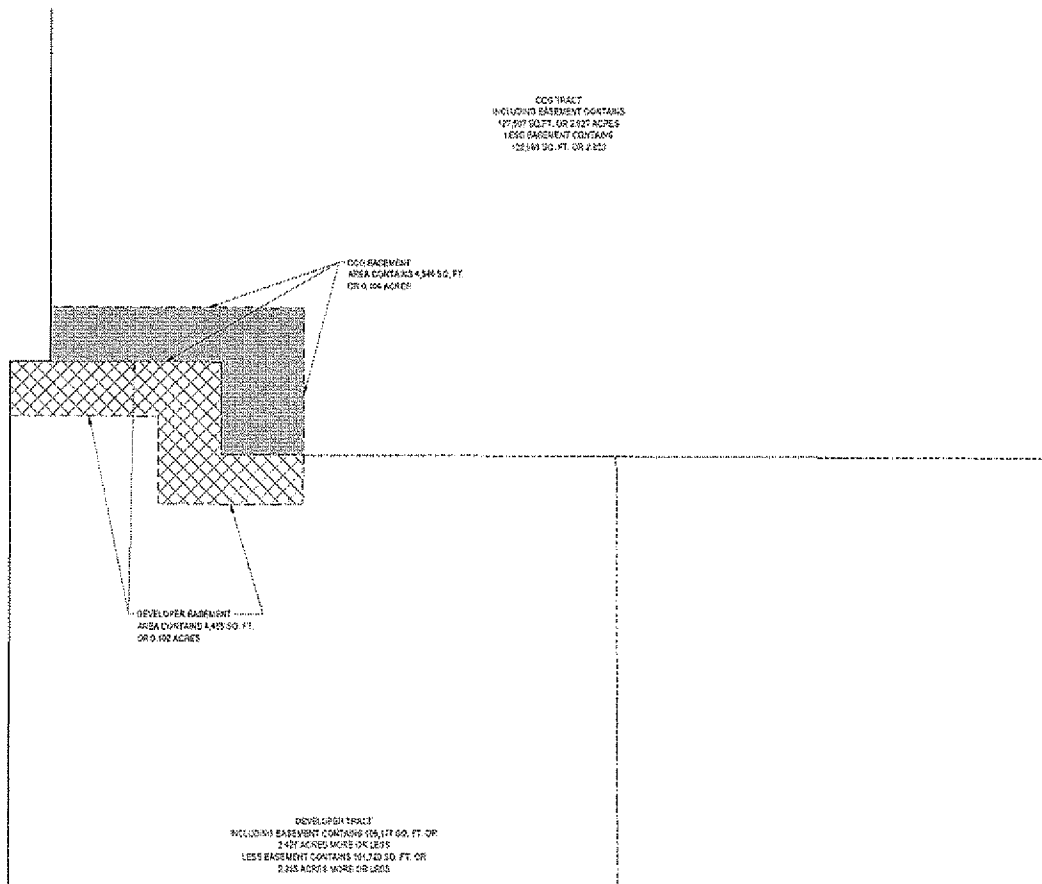
MUTUAL ACCESS EASEMENT

EXHIBIT D
CCG TRACT EASEMENT AREA

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 2000 WEST STREET SAID POINT BEING NORTH 00°09'39" EAST ALONG THE SECTION LINE 439.96 FEET AND SOUTH 89°50'12" EAST 38.00 FEET AND SOUTH 89°40'46" EAST 18.58 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 0°09'37" EAST 25.00 FEET; THENCE SOUTH 89°40'46" EAST 117.21 FEET; THENCE SOUTH 0°19'14" WEST 67.50 FEET; THENCE NORTH 89°40'46" WEST 38.00 FEET; THENCE NORTH 0°19'14" EAST 42.50 FEET; THENCE NORTH 89°40'46" WEST 79.14 FEET TO THE POINT OF BEGINNING

CONTAINS 4,544 SQ. FT. OR 0.104 ACRES

EXHIBIT D-1
DEPICTION OF CCG TRACT EASEMENT AREA



MUTUAL ACCESS EASEMENT