

When Recorded, Mail To:

IHC Health Services, Inc.  
36 South State Street, 22nd Floor  
Salt Lake City, Utah 84111  
Attn: Corporate Real Estate Director

With A Copy To:

Jayne Wright  
Trustee of the Elma L. Clyde Living Trust  
150 E. 400 North  
Heber City, Utah 84032  
Attn: Jayne Wright

Affecting APNs: 00-0020-7527; 00-0017-0410

(space above this line for Recorder's use only)

**BOUNDARY LINE AGREEMENT**

THIS BOUNDARY LINE AGREEMENT (this "Agreement") is entered into this 13<sup>th</sup> day of December 2018 ("Effective Date"), by and between IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Intermountain"), and JAYNE WRIGHT, TRUSTEE OF THE ELMA L. CLYDE LIVING TRUST DATED JULY 14, 2005 ("Clyde"). Intermountain and Clyde are at times referred to herein collectively as the "Parties" and individually as "Party."

**RECITALS**

A. Intermountain is the owner in fee simple of that certain real property located in the City of Heber, County of Wasatch, State of Utah, more particularly described on Exhibit A (APN 00-0020-7527), attached hereto and incorporated herein by this reference (the "Intermountain Parcel").

B. Clyde is the owner in fee simple of that certain real property located adjacent to the Intermountain Parcel, more particularly described on Exhibit B (APN 00-0017-0410), attached hereto and incorporated herein by this reference (the "Clyde Parcel"). The Intermountain Parcel and the Clyde Parcel are at times referred to herein collectively as the "Existing Parcels."

C. Without effectuating a subdivision or creating any new tax parcels, the Parties agree to adjust the common boundary lines between the Existing Parcels, as set forth herein.

**TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Agreement.

2. Reconfiguration of the Existing Parcels. The Parties hereby reconfigure the Existing Parcels to the configuration legally described on Exhibit C, attached hereto and incorporated herein by this reference (the "New Intermountain Parcel"), and Exhibit D, attached hereto and incorporated herein

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# NCS 919230

by this reference (the "New Clyde Parcel"). The New Intermountain Parcel and the New Clyde Parcel are at times referred to herein individually as the "New Parcel" and collectively as the "New Parcels."

3. Conveyance of Title. Clyde hereby conveys and warrants against all who claim by, through, or under itself, to Intermountain any and all of its interest in fee simple title to the New Intermountain Parcel. Notwithstanding any provision of Utah Code Ann. § 57-1-45 to the contrary, Intermountain and Clyde intend that the foregoing conveyance be with all warranties and covenants granted by a "special warranty deed" under Utah Code Ann. § 57-1-12.5, subject to all matters of record and future taxes.

4. No Subdivision. The Parties hereto acknowledge that the purpose of this Agreement is to adjust the common boundary lines between the Existing Parcels and not to undertake a subdivision or the creation of additional tax parcels. Further, the Existing Parcels collectively and the New Parcels collectively cover the same area.

5. Condition of the New Parcels. Each Party accepts its respective New Parcel and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including but not limited to both latent and patent defects.

6. Government Approvals. The Parties acknowledge that the City of Heber has approved the affect of this Boundary Line Agreement pursuant to their action of November 6, 2018. If any additional governmental or municipal approval is required or necessary to effectuate the intent of this Agreement, such as the preparation, filing, and approval of a lot line adjustment or a plat amendment, the Parties agree to reasonably cooperate to obtain such approval, including signing any necessary or required applications or instruments. The Parties agree to bear such costs relating to such approvals evenly.

7. Recording. This Agreement shall be recorded with the Recorder's office of Wasatch County, State of Utah.

8. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

9. Attorneys' Fees. In the event it becomes necessary for either party hereto to employ the services of an attorney to enforce this Agreement or any provision hereof, whether by suit or otherwise, each party of such controversy shall pay its own attorneys' fees, costs and expenses as are incurred in enforcing this Agreement, including fees and costs incurred upon appeal or in bankruptcy court.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

11. Knowledge, Review and Interpretation. Intermountain and Clyde each acknowledge, declare and agree that: (i) it has consulted legal counsel about this Agreement, or has had the opportunity to do so and has elected not to do so; (ii) it has had adequate time and opportunity to review the terms of this Agreement and has carefully read it; (iii) it is a sophisticated party that has negotiated this Agreement at arm's length, and accordingly, expressly waives any rule of law or any legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it; and (iv) it intends to be legally bound to the provisions of this Agreement, which shall be interpreted in a reasonable manner to effect the purposes of this Agreement and the intent of the Parties as outlined herein.

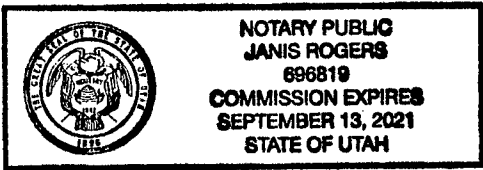


*Jayne Wright*  
\_\_\_\_\_  
JAYNE WRIGHT, TRUSTEE

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Wasatch        )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of December, 2018, by JAYNE WRIGHT, the TRUSTEE of THE ELMA L. CLYDE LIVING TRUST DATED JULY 14, 2005.

*Janis Rogers*  
\_\_\_\_\_  
NOTARY SIGNATURE AND SEAL



**Exhibit A**  
**to**  
**Boundary Line Agreement**

(Legal Description of the Intermountain Parcel)

That certain real property located in Wasatch County, Utah, more particularly described as follows:

BEGINNING ON THE EASTERLY LINE EXTENSION OF THE INTERMOUNTAIN HEALTH CARE SMALL SUBDIVISION PLAT, AS RECORDED WITH THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 225957 IN BOOK 470 ON PAGES 159-168, SAID POINT BEING ON THE SOUTHERLY LINE OF THE HEBER CITY AND WASATCH COUNTY CANAL, SAID POINT ALSO BEING SOUTH 01°12'51" EAST 467.61 FEET AND SOUTH 0°01'12" EAST 31.42 FEET FROM A FOUND WASATCH COUNTY BRASS CAP MONUMENT MARKING THE NORTH QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID CANAL THE FOLLOWING THREE COURSES: SOUTH 81°28'02" EAST 19.21 FEET, SOUTH 65°35'59" EAST 681.09 FEET, SOUTH 72°04'50" EAST 20.78 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0°16'31" EAST 520.43 FEET; THENCE SOUTH 89°52'45" WEST 661.24 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE NORTH 0°01'12" WEST ALONG SAID EASTERLY LINE AND LINE EXTENDED 812.42 FEET TO THE POINT OF BEGINNING.

**Exhibit B**  
**to**  
**Boundary Line Agreement**

(Legal Description of the Clyde Parcel)

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE EAST 40 RODS; THENCE SOUTH 160 RODS; THENCE WEST 40 RODS; THENCE NORTH 160 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING:

ALL OF HEBER GATEWAY PLAZA II, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING:

ANY PORTION OF THE ABOVE DESCRIBED SUBJECT PROPERTY LYING WITHIN THE BOUNDS OF THE 1200 SOUTH STREET ROAD DEDICATION PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING:

THE HEBER CITY AND WASATCH COUNTY CANAL.

ALSO LESS AND EXCEPTING:

BEGINNING ON THE EASTERLY LINE EXTENSION OF THE INTERMOUNTAIN HEALTH CARE SMALL SUBDIVISION PLAT, AS RECORDED WITH THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 225957 IN BOOK 470 ON PAGES 159-168, SAID POINT BEING ON THE SOUTHERLY LINE OF THE HEBER CITY AND WASATCH COUNTY CANAL, SAID POINT ALSO BEING SOUTH 01°12'51" EAST 467.61 FEET AND SOUTH 0°01'12" EAST 31.42 FEET FROM A FOUND WASATCH COUNTY BRASS CAP MONUMENT MARKING THE NORTH QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID CANAL THE FOLLOWING THREE COURSES: SOUTH 81°28'02" EAST 19.21 FEET, SOUTH 65°35'59" EAST 681.09 FEET, SOUTH 72°04'50" EAST 20.78 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0°16'31" EAST 520.43 FEET; THENCE SOUTH 89°52'45" WEST 661.24 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE NORTH 0°01'12" WEST ALONG SAID EASTERLY LINE AND LINE EXTENDED 812.42 FEET TO THE POINT OF BEGINNING.

**Exhibit C**  
**to**  
**Boundary Line Agreement**

(Legal Description of the New Intermountain Parcel)

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN HEBER CITY, WASATCH COUNTY, UTAH:

BEGINNING AT THE NORTHEAST CORNER OF PARCEL A OF THE 2000 SMALL SUBDIVISION FOR INTERMOUNTAIN HEALTH CARE AS IT EXISTS ON THE GROUND LOCATED 503.48 FEET SOUTH 1°42'36" EAST FROM THE NORTH QUARTER CORNER OF SAID SECTION 8; AND RUNNING THENCE NORTH 0°04'12" WEST 3.90 FEET ALONG THE EXTENSION OF THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHERLY LINE OF THE HEBER CITY AND WASATCH COUNTY CANAL; AND RUNNING THENCE ALONG SAID SOUTHERLY LINE THE FOLLOWING THREE COURSES: SOUTH 81°41'04" EAST 15.97 FEET; SOUTH 65°49'01" EAST 681.09 FEET; AND SAID 72°17'52" EAST 20.78 FEET TO THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF SAID NORTHEAST QUARTER OF SECTION 8; THENCE SOUTH 0°29'33" EAST 1036.16 FEET ALONG SAID EAST LINE; THENCE SOUTH 89°39'43" WEST 678.82 FEET TO A POINT ON THE 2005 BOUNDARY LINE AGREEMENT; THENCE NORTH 0°01'24" WEST 479.07 FEET ALONG SAID BOUNDARY LINE AGREEMENT AS IT EXISTS ON THE GROUND TO THE SOUTH LINE OF 1500 SOUTH STREET; THENCE NORTH 89°49'45" EAST 14.22 FEET ALONG SAID SOUTH LINE TO THE SOUTHEASTERLY CORNER THEREOF; THENCE NORTH 0°04'12" WEST 844.76 FEET ALONG THE EAST LINE OF THE SMALL SUBDIVISION AS IT EXISTS ON THE GROUND TO THE POINT OF BEGINNING.

**Exhibit D**  
**to**  
**Boundary Line Agreement**

(Legal Description of the New Clyde Parcel)

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE EAST 40 RODS; THENCE SOUTH 160 RODS; THENCE WEST 40 RODS; THENCE NORTH 160 RODS TO THE PLACE OF BEGINNING.

LESS AND EXCEPTING

ALL OF HEBER GATEWAY PLAZA II, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING

ANY PORTION OF THE ABOVE DESCRIBED SUBJECT PROPERTY LYING WITHIN THE BOUNDS OF THE 1200 SOUTH STREET ROAD DEDICATION PLAT, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD IN THE WASATCH COUNTY RECORDER'S OFFICE.

ALSO LESS AND EXCEPTING

THE HEBER CITY AND WASATCH COUNTY CANAL

ALSO LESS AND EXCEPTING

BEGINNING ON THE EASTERLY LINE EXTENSION OF THE INTERMOUNTAIN HEALTH CARE SMALL SUBDIVISION PLAT, AS RECORDED WITH THE OFFICE OF THE WASATCH COUNTY RECORDER AS ENTRY NO. 225957 IN BOOK 470 ON PAGES 159-168, SAID POINT BEING ON THE SOUTHERLY LINE OF THE HEBER CITY AND WASATCH COUNTY CANAL, SAID POINT ALSO BEING SOUTH 01°12'51" EAST 467.61 FEET AND SOUTH 0°01'12" EAST 31.42 FEET FROM A FOUND WASATCH COUNTY BRASS CAP MONUMENT MARKING THE NORTH QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE ALONG THE SOUTHERLY LINE OF SAID CANAL THE FOLLOWING THREE COURSES: SOUTH 81°28'02" EAST 19.21 FEET, SOUTH 65°35'59" EAST 681.09 FEET, SOUTH 72°04'50" EAST 20.78 FEET, MORE OR LESS, TO A POINT ON THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 8; THENCE SOUTH 0°16'31" EAST 520.43 FEET; THENCE SOUTH 89°52'45" WEST 661.24 FEET, MORE OR LESS, TO THE EASTERLY LINE OF SAID SUBDIVISION; THENCE NORTH 0°01'12" WEST ALONG SAID EASTERLY LINE AND LINE EXTENDED 812.42 FEET TO THE POINT OF BEGINNING.

ALSO LESS AND EXCEPTING

A PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 4 SOUTH, RANGE 5 EAST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY IN HEBER CITY, WASATCH COUNTY, UTAH:



BEGINNING AT THE WEST END OF A 2007 BOUNDARY LINE AGREEMENT ON THE EAST BOUNDARY LINE OF THE 2000 SMALL SUBDIVISION FOR INTERMOUNTAIN HEALTH CARE AS IT EXISTS ON THE GROUND BEING 36.71 FEET NORTH 0°04'12" WEST ALONG SAID EAST LINE FROM THE SOUTHEAST CORNER OF SAID SUBDIVISION; SAID POINT OF BEGINNING IS LOCATED 503.48 FEET SOUTH 1°42'36" EAST TO THE NORTHEAST CORNER OF PARCEL A OF SAID SUBDIVISION; AND 808.05 FEET SOUTH 0°04'12" EAST ALONG SAID EAST LINE FROM THE NORTH QUARTER CORNER OF SAID SECTION 8; AND RUNNING THENCE NORTH 89°39'43" EAST 660.41 FEET (661.24 FEET RECORD) ALONG SAID BOUNDARY LINE AGREEMENT; THENCE SOUTH 0°29'33" EAST 526.13 FEET; THENCE SOUTH 89°39'43" WEST 664.29 FEET TO A POINT ON THE EXTENSION OF SAID EAST LINE OF THE SUBDIVISION; THENCE NORTH 0°04'12" WEST 526.13 FEET TO AND ALONG SAID EAST LINE TO THE ENDPOINT OF BEGINNING.