WHEN RECORDED, RETURN TO:

Thomas J. Uriona
INTERMOUNTAIN HEALTHCARE
36 S. State St., 22nd Floor
Salt Lake City, Utah 84111

TAX STATEMENTS TO BE SENT TO:

James Wood, Esq. STOEL RIVES LLP 201 South Main Street, Suite 1100 Salt Lake City, UT 84111

758015-CP

WARRANTY DEED

For good and valuable consideration, AMY SCHULTHESS and JOHN LEWIS NEEDHAM, as joint tenants ("Grantor"), located and having a mailing address at 2210 Highway 40, Suite H, Heber City, Utah 84032, hereby convey and warrant to IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Grantee"), located and having a mailing address at 36 South State Street, 22nd Floor, Salt Lake City, Utah 84111, those certain tracts of land situated in Wasatch County, Utah, and more particularly described in the attached Schedule "A" (the "Subject Property").

The undersigned hereby acknowledge and affirm that they appeared before the below-named notary public and by property authority either executed the Assignment before such notary public or acknowledged to such notary public that the undersigned executed the Assignment.

DATED as of the 11th day of January, 2016.

AMY SCHULTHESS, an individual

Ent 419989 Bk 1148 Pg 1410 – 1412 ELIZABETH M PALMIER, Recorder WASATCH COUNTY CORPORATION 2016 Jan 11 01:41PM Fee: \$15.00 JP

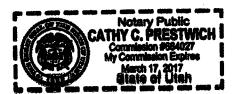
ELECTRONICALLY RECORDED

For: First American Title Insurance Compan

JOHN LEWIS NEEDHAM, an individual

STATE OF UTAH)	
	:	SS.
COUNTY OF Mart Lake)	

The foregoing Warranty Deed was acknowledged before me this $\underline{\mathcal{C}}$ day of January, 2016, by AMY SCHULTHESS, an individual.



NOTARY SIGNATURE AND SEAL

STATE OF UTAH
: ss.

COUNTY OF Yet Lake
)

The foregoing Warranty Deed was acknowledged before me this day of January, 2016, by JOHN LEWIS NEEDHAM, an individual.



NOTARY SIGNATURE AND SEAL

Schedule "A"

(Description of Real Property)

Real property located in Wasatch County, State of Utah, more particularly described as follows:

PARCEL 1:

LOT 2, HEBER GATEWAY PLAZA II SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE COUNTY RECORDER'S OFFICE

PARCEL 1A:

TOGETHER WITH THOSE CERTAIN EASEMENTS AND RIGHTS SET FORTH IN THAT CERTAIN EASEMENTS WITH COVENANTS AND RESTRICTIONS AFFECTING LAND DATED SEPTEMBER 11, 2014 AND RECORDED SEPTEMBER 11, 2014, IN WASATCH COUNTY, UTAH, AS ENTRY NO. 404391, IN BOOK 1112, AT PAGE 849.

Tax Parcel No. 21-0541

Ent 329084 Bk 0955 Pg 0529-0530 ELIZABETH M PALMIER, Recorder WASATCH COUNTY CORPORATION 2007 NOV 29 3:51pm Fee 12.00 JP FOR FIRST AMERICAN NCS - SOUTH TEM ELECTRONICALLY RECORDED

WHEN RECORDED, RETURN TO:

Guy P. Kroesche, Esq. Stoel Rives LLP 201 South Main Street, Suite 1100 Salt Lake City, Utah 84111

NCS-300270 CP

WARRANTY DEED

For good and valuable consideration, ELMA L. CLYDE, an individual (the "Grantor"), located and having a mailing address at 150 East 400th North, Heber City, Utah 84032-1534, hereby conveys and warrants to IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Grantee"), located and having a mailing address at 36 South State Street, 23rd Floor, Salt Lake City, Utah 84111, that certain tract of land situated in Wasatch County, Utah, and more particularly described in the attached Schedule "A" (the "Real Property"), TO HAVE AND TO HOLD the said premises, together with all tenements, hereditaments, and appurtenances thereunto belonging, (collectively, with the Real Property, the "Subject Property"), unto the Grantee, and its successors and assigns, forever. The Grantor does hereby covenant to and with the Grantee that the Grantee is owner in fee simple of the Subject Property and that the Grantor will warrant and defend the same from all lawful claims whatsoever.

The undersigned represents and warrants that she has the right, legal capacity and means to enter into and perform this Warranty Deed. The undersigned further hereby acknowledges and affirms to the below named Notary Public that she appeared before such Notary Public and either executed this Warranty Deed before such Notary Public or acknowledged to such Notary Public that she executed this Warranty Deed, and that the undersigned executed this Warranty Deed for the purposes stated in it.

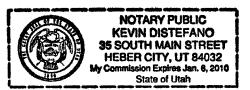
DATED as of the _____day of November, 2007.

Elma L. CLYDE

STATE OF UTAH) : ss

COUNTY OF WASATCH

The foregoing Warranty Deed was acknowledged before me this 27 day of November 2007, by ELMA L. CLYDE.



NOTARY SIGNATURE AND SEAL

SaltLake-340044.1 0033566-00001

Schedule "A"

Real property situated in Wasatch County, State of 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 00°01′12" East 31.42 feet from a found Wasatch County brass cap monument marking the North quarter corner 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 (3) courses: (1) South 81°28′02" East 19.21 feet; (2) South 65°35′39" East 681.09 feet, (3) South 72°04′50" East 20.78 feet, more or less, to a point on the Easterly line of the West half of the Northeast quarter of said Section 8; thence South 00°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 00°01′12" West along said easterly line and line extended 812.42 feet to the point of the beginning.

(For reference purposes only -- a portion of tax parcel No. OHE-1615-0-008-045).

Ent 458936 Bk 1240 Pg 1259 – 1267 PEGGY FOY SULSER, Recorder WASATCH COUNTY CORPORATION 2018 Dec 13 02:57PM Fee: \$34.00 TC For: First American Title-NCS-SLC1 ELECTRONICALLY RECORDED

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 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. <u>Recitals</u>. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
- 2. <u>Reconfiguration of the Existing Parcels</u>. The Parties hereby reconfigure the Existing Parcels to the configuration legally described on <u>Exhibit C</u>, attached hereto and incorporated herein by this reference (the "New Intermountain Parcel"), and <u>Exhibit D</u>, attached hereto and incorporated herein

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. <u>Conveyance of Title</u>. 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. <u>No Subdivision</u>. 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. <u>Condition of the New Parcels</u>. 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. <u>Governing Law.</u> 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. <u>Attorneys' Fees.</u> 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. <u>Counterparts</u>. 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

IHC HEALTH SERVICES, INC., a Utah nonprofit corporation

Print Name: Clay L. Ashdown

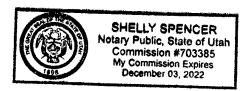
Title: Vice President

STATE OF UTAH

COUNTY OF <u>Sa/+ Lake</u>)

The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day of December, 2018, by CLAY L. ASHDOWN, the Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

NOTARY SIGNATURE AND SEAL



[Clyde Signature and Acknowledgment Follows]

Dayne Wright, TRUSTEE

NOTARY SIGNATURE AND SEAL

STATE OF UTAH

: ss.

COUNTY OF Wasatch)

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

CO SE

NOTARY PUBLIC
JANIS ROGERS
696819
COMMISSION EXPIRES
SEPTEMBER 13, 2021
STATE OF UTAH

Exhibit A to Boundary Line Agreement

(Legal Description of the Intermountain Parcel)

That certain real property located in Wasatch County, Utah, more particulary 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 OUARTER 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.

WHEN RECORDED, RETURN TO:

Intermountain Healthcare Attn: Corporate Real Estate Director 36 S. State Street, 21st Floor Salt Lake City, Utah 84111

TAX STATEMENTS TO BE SENT TO:

Intermountain Healthcare Corporate Real Estate PO Box 3390 Salt Lake City, Utah 84110 Ent 526816 Bk 1428 Pg 417 - 420 MARCY M. MURRAY, Recorder WASATCH COUNTY CORPORATION 2022 Nov 10 04:15PM Fee: \$40.00 TC For: Old Republic Title (Commercial) ELECTRONICALLY RECORDED

SPECIAL WARRANTY DEED

For good and valuable consideration, JAYNE WRIGHT, SUCCESSOR TRUSTEE OF THE ELMA L. CLYDE LIVING TRUST DATED JULY 14, 2005 ("Grantor"), located and having a mailing address at 150 East 400 North, Heber, Utah 84032, hereby conveys and warrants to IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Grantee"), located and having a mailing address at 36 South State Street, 21st Floor, Salt Lake City, Utah 84111, against all who claim by, through, or under Grantor, but not otherwise, the real property situated in Wasatch County, Utah, and more particularly described in the attached Schedule A, together with all permanent improvements and fixtures located thereon.

DATED as of November 10th, 2022.

THE ELMA L. CLYDE LIVING TRUST DATED JULY 14, 2005

Print Name: Jayne Wright Title: Successor Trustee

STATE OF UTAH

COUNTY OF Utah

ss

The foregoing instrument was acknowledged before me this day of November, 2022, by Jayne Wright, Successor Trustee of the Elma L. Clyde Living Trust dated July 14, 2005.

FOREST EDWARD ANTHONY
NOTARY PUBLIC • STATE OF UTAH
My Commission Expires April 5, 2026
COMMISSION NUMBER 723838

NOTARY SIGNATURE AND SEAL

Schedule A to Special Warranty Deed

Description of Property

Real property located in Wasatch County, Utah, more particularly described as follows:

Parcel 1A:

Beginning at the center of Section 8, in Township 4 South of Range 5 East of the Salt Lake Base and Meridian; and running thence North 47.22 rods; thence North 46°44' West 4.66 rods; thence South 85°00' West 11.29 rods; thence South 65°16' West 9.14 rods; thence North 24°44' West 1.33 rods; thence South 57°57' West 18.1 rods to a point on the East side of Highway Right of Way; thence South 37°50' East following said East side of Highway Right of Way 47.17 rods; thence East 9.9 rods to the place of beginning.

Less and Excepting any portion lying within the boundaries of the State Highway 40 right of way as disclosed by that certain Warranty Deed recorded August 2, 1960 as Entry No. 80773 in Book 37 at Page 417 on file and of record in the office of the Wasatch County Recorder, State of Utah.

Also Less and Excepting that portion of land described in that certain Quit Claim Deed recorded November 7, 1977 as Entry No.111465 in Book 115 at Page 9 more particularly described as:

Beginning at the center (Southeast corner of the Southeast quarter of the Northwest quarter) of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian and running thence North 184.8. feet; thence West 308.0 feet, more or less, to the Northeasterly line of State Highway- Right of Way; thence South 37°50' East along State Highway Right of Way 235.2 feet; thence East 163.35 feet to the point of beginning.

Also Less and Excepting that portion of land described in that certain Quit Claim Deed recorded September 4, 2002 as Entry No. 248296 in Book 575 at Page 372 more particularly described as:

A Boundary line located in the South half of the Northwest quarter of Section 8, Township 4 South, Range 5 East, Salt Lake Base and Meridian, Heber City, State of Utah; said line is more particularly described as follows: BEGINNING at a point on the East right of way line of U.S. Highway 40, which point is 95.06 feet South, and 719.01. feet South 37°52'20" East from the Northwest corner of the Bethers Property, said Property is located and shown on a Survey, prepared by Flint Land Surveying, Dated April 29, 1999. The point of beginning is also described as South 89°50'29" West.1071.79 feet, South 1443.84 feet, and South 37°52'20" East 719.01 feet from the North quarter corner of said Section 8; and running thence North 65°37'19" East 366.68 feet to the North edge of a canal; thence along said North edge the following 3 calls; South 63°02'37" West 82.93 feet; South 58°49'32" West 56.14 feet; South 57°22'25" West 220.29 feet; thence North 37°52'20" West 43.17 feet to the point of beginning.

Together with and subject to the effects of that certain Boundary Line Agreement recorded as Entry No. 282776 in the office of the Wasatch County Recorder's office.

Parcel 1B:

Beginning at the center of Section 8, in Township 4 South of Range 5 East of the Salt Lake Base and Meridian; and running thence West 9.90 rods, more or less, to the East line of U. S. Highway #40; thence

along the Easterly line of said U. S. Highway #40 South 37°50' East 16.14 rods; thence North 12.75 rods to the place of beginning.

Less and Excepting any portion lying within the boundaries of the State Highway 40 right of way as disclosed by that certain Warranty Deed recorded August 2, 1960 as Entry No. 80773 in Book 37 at Page 417 on file and of record in the office of the Wasatch County Recorder, State of Utah.

Parcel 2:

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 36.31 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.

Tax Parcel Nos. 00-0017-0402 and 00-0017-0410