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7/19/2006 11:00:00 AM \$32.00  
Book - 9323 Pg - 7843-7852  
Gary W. Ott  
Recorder, Salt Lake County, UT  
TALON GROUP  
BY: eCASH, DEPUTY - EF 10 P.

WHEN RECORDED, RETURN TO:

Intermountain Holding Co.  
Attn: Kevin Bowers  
1738 Countryside Drive  
Salt Lake City, Utah 84106

Tax Parcel Nos: 15-24-280-11, 15-24-280-12

(Space Above This Line For Recorder's Use Only)

**BOUNDARY LINE AGREEMENT**  
**(with quit claim included)**

THIS BOUNDARY LINE AGREEMENT (the "Agreement") is entered into this 11<sup>th</sup> day of July, 2006, by and between **INTERMOUNTAIN HOLDING COMPANY**, a Utah limited partnership ("Intermountain"), and **HB PROPERTIES, L.C.**, a Utah limited liability company ("HB"), in contemplation of the following facts and circumstances:

A. Intermountain is the owner in fee simple of that certain real property described on Exhibit "A", attached hereto and incorporated herein by this reference (the "Intermountain Property").

B. HB is the owner in fee simple of that certain real property described on Exhibit "B", attached hereto and incorporated herein by this reference (the "HB Property").

C. The legal description used in that certain Warranty Deed, recorded as Entry No. 6088792 in Book 7157 at Page 2781 in the Official Records of the office of the Salt Lake County Recorder, State of Utah, whereby Intermountain Fire Protection, Inc., a Utah corporation, conveyed to HB the HB Property (the "HB Deed"), encroaches upon the Intermountain Property along the common boundary between the two parcels.

D. The parties desire to establish a boundary between the Intermountain Property and the HB Property that does not encroach upon any existing buildings or other structures.

E. Intermountain desires to have the boundary line described on Exhibit "C", attached hereto and incorporated by this reference (the "Agreed Boundary Line"), be recognized as the actual boundary between the Intermountain Property and the HB Property, such that Intermountain shall claim and shall hold fee simple ownership of the Intermountain Property as described on Exhibit "D", attached hereto and incorporated herein by this reference.

F. HB desires to have the Agreed Boundary Line described on Exhibit "C" be recognized as the actual boundary between the Intermountain Property and the HB Property, such that HB shall claim and shall hold fee simple ownership of the HB Property as described on Exhibit "E", attached hereto and incorporated herein by this reference.

G. The parties desire to set forth their agreements in writing.

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. **Boundary Line.** Intermountain and HB hereby acknowledge and agree that from and after the date of this Agreement, the Agreed Boundary Line, as described on Exhibit "C" hereto, shall be the actual boundary between the Intermountain Property and the HB Property, and that the Agreed Boundary Line shall constitute the description of the common boundary line which establishes the southern boundary of the Intermountain Property and the northern boundary of the HB Property.

2. **Intermountain Quitclaim.** Intermountain hereby quitclaims, remises and relinquishes to HB, all right, title and interest of Intermountain in and to the real property described in Exhibit "E" hereto, which real property is intended to include any and all real property which lies to the south of the Agreed Boundary Line and which is included within the legal description of the HB Property as set forth on Exhibit "E".

3. **HB Quitclaim.** HB hereby quitclaims, remises and relinquishes to Intermountain, all right, title and interest of HB in and to the real property described in Exhibit "D" hereto, which real property is intended to include any and all real property which lies to the north of the Agreed Boundary Line and which is included within the legal description of the Intermountain Property as set forth on Exhibit "D".

4. **Duration; Rights Run with the Land; Binding Effect.** This Agreement and the Agreed Boundary Line established hereby shall be perpetual. Each of the agreements and rights contained in this Agreement shall (i) inure to the benefit of and be binding upon Intermountain and HB and their respective successors, successors-in-title, heirs and assigns as to their respective parcels, or any portion of their respective parcels, each of whom shall be an intended beneficiary (whether third party or otherwise) of the rights and agreements granted hereunder; (ii) shall run with the land; and (iii) shall remain in full force and effect and shall be unaffected by any change in the ownership of, or any encumbrance, lien, judgment, easement, lease or other right affecting the Intermountain Property or the HB Property, or any portion of either, or any change of use, demolition, reconstruction, expansion or other circumstances.

5. **Further Action.** Intermountain and HB each shall execute and deliver all documents, provide all information, and take or forbear from all action as may be necessary or appropriate to fully carry out the provisions and intent of this Agreement.

6. **Recording.** This Agreement shall be recorded with the Recorder's office of Salt Lake County, State of Utah.

7. **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.

8. **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, the non-prevailing party of such controversy shall pay to the prevailing party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement, including fees and costs incurred upon appeal or in bankruptcy court.

9. **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.

10. **Knowledge, Review and Interpretation.** Intermountain and HB each acknowledges, declares and agrees 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.

*[Signatures and Notaries to Follow]*

Signature Page  
To  
Boundary Line Agreement

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

INTERMOUNTAIN:

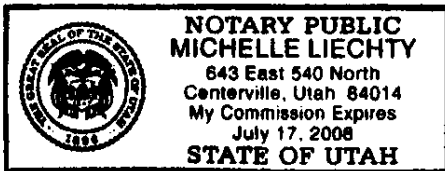
INTERMOUNTAIN HOLDING COMPANY,  
a Utah limited partnership

By: Elise T. Bowers M&P/CP  
Elise T. Bowers  
Its: Managing General Partner/General Partner

By: Kevin R. Bowers, CP  
Kevin R. Bowers  
Its: General Partner

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

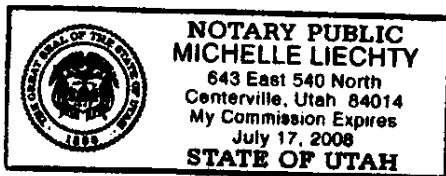
The foregoing Boundary Line Agreement was acknowledged before me this 11<sup>th</sup> day of July, 2006, by Elise T. Bowers, acting in her capacity as the Managing General Partner and General Partner of Intermountain Holding Company.



Michelle Liechty  
Notary Public  
Residing at: Centerville, Utah  
My commission expires: 07-17-2008

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

The foregoing Boundary Line Agreement was acknowledged before me this 11<sup>th</sup> day of July, 2006, by Kevin R. Bowers, acting in his capacity as the General Partner of Intermountain Holding Company.



Michelle Liechty  
Notary Public  
Residing at: Centerville, Utah  
My commission expires: 07-17-2008

[Signatures and Notaries Continue on Next Page]

Signature Page  
To  
Boundary Line Agreement

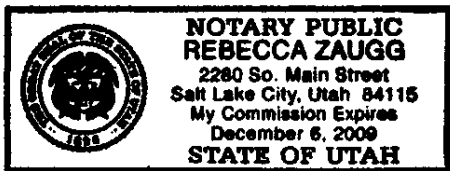
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and date first written above.

HB: HB PROPERTIES, L.C.,  
a Utah limited liability company  
By: Its Member

By: David M. Williams  
David M. Williams,  
As Trustee of the David M. Williams Family  
Trust, Dated December 15, 1993

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

The foregoing Boundary Line Agreement was acknowledged before me this 17 day of July, 2006, by David M. Williams, as Trustee of the David M. Williams Family Trust, Dated December 15, 1993, acting in such party's capacity as a Member of HB Properties, L.C.



Rebecca Zaugg  
Notary Public  
Residing at: Salt Lake City, UT  
My commission expires: 12/6/09

[Signatures and Notaries Continue on Next Page]

**EXHIBIT "A"**  
**to**  
**Boundary Line Agreement**

[Existing Legal Description of Intermountain Property]

Real property situated in Salt Lake County, State of Utah which is more particularly described as follows:

BEGINNING at a point on the West side of Main Street, which point is North 0°02'30" East 270 feet and South 89°53'19" West 40 feet from the Southeast corner of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey, and running thence South 89°53'19" West 200 feet; thence North 0°02'30" East 80 feet; thence North 89°53'19" East 200 feet; thence South 0°02'30" West 80 feet to the point of BEGINNING.

Tax Parcel No. 15-24-280-011

**EXHIBIT "B"**  
**to**  
**Boundary Line Agreement**

[Existing Legal Description of HB Property]

Real property situated in Salt Lake County, State of Utah which is more particularly described as follows:

Beginning at a point which is 170.0 feet North 0°02'30" East and 40.0 feet South 89°53'19" West from the Southeast corner of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey, thence South 89°53'19" West 200.0 feet; thence North 0°02'30" East 100.0 feet; thence North 89°53'19" East 200.0 feet; thence South 0°02'30" West 100.0 feet to the point of beginning.

Tax Parcel No. 15-24-280-012

**EXHIBIT "C"**  
**to**  
**Boundary Line Agreement**

[Description of Agreed Boundary Line]

Real property situated in Salt Lake County, State of Utah which is more particularly described as follows:

Being a portion of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey and also being a portion of the East Half of the Northeast Quarter of Section 24, Township 1 South, Range 1 West, Salt Lake County, Utah and being described as follows:

Commencing at the Southeast corner of said Lot 7; thence South 89°51'26" West, along the southerly line of said Lot 7, 40.00 feet to the westerly line of Main Street; thence North 00°03'06" East, along the westerly line of said Main Street, 268.5 feet to the point of beginning; thence South 90°00'00" West, along a line, 200.05 feet to the point of terminus of said line.



**EXHIBIT "D"**  
**to**  
**Boundary Line Agreement**

[New Description of Intermountain Property]

Real property situated in Salt Lake County, State of Utah which is more particularly described as follows:

Being a portion of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey and also being a portion of the East Half of the Northeast Quarter of Section 24 Township 1 South, Range 1 West, Salt Lake County, Utah and being described as follows:

Commencing at the Southeast Corner of said Lot 7; thence South 89°51'26" West, along the southerly line of said Lot 7, 40.00 feet to the westerly line of Main Street; thence North 00°03'06" East, along the westerly line of said Main Street, 268.5 feet to the point of beginning; thence continuing along the westerly line of said Main Street North 00°03'06" East, 81.50 feet to the southerly line of Senior Way; thence South 89°51'26" West, along the southerly line of said Senior Way, 200.06 feet; thence South 00°03'06" West, parallel to the west line of said Main Street, 81.00 feet; thence North 90°00'00" East, 200.05 feet to the point of beginning.

[This property contains 0.373 acres or 16,255 square feet more or less.]

Tax Parcel No. 15-24-280-011

**EXHIBIT "E"**  
**to**  
**Boundary Line Agreement**

[New HB Property Description]

Real property situated in Salt Lake County, State of Utah which is more particularly described as follows:

Being a portion of Lot 7, Block 40, Ten Acre Plat "A", Big Field Survey and also being a portion of the East Half of the Northeast Quarter of Section 24 Township 1 South, Range 1 West, Salt Lake County, Utah and being described as follows:

Commencing at the Southeast Corner of said Lot 7; thence South 89°51'26" West, along the southerly line of said Lot 7, 40.00 feet to the westerly line of Main Street; thence North 00°03'06" East, along the westerly line of said Main Street, 170.00 feet to the point of beginning; thence continuing along the westerly line of said Main Street North 00°03'06" East, 98.50 feet; thence South 90°00'00" West, 200.05 feet; thence South 00°03'06" West, parallel to the west line of said Main Street, 99.00 feet; thence North 89°51'26" East, parallel to the South line of said Lot 7, 200.06 feet to the point of beginning.

[This property contains 0.453 acres or 19,755 square feet more or less.]

Tax Parcel No. 15-24-280-012