WHEN RECORDED, MAIL TO:

Guy P. Kroesche, Esq. STOEL RIVES LLP 201 South Main Street, Suite 1100 Salt Lake City, Utah 84111 APN 21-12-376-012 21-12-327-015 12207898
01/19/2016 03:37 PM \$35.00
Book - 10396 Ps - 5654-5664
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STOEL RIVES
201 S MAIN #1100
SLC UT 84111
BY: LTP, DEPUTY - WI 11 P.

BOUNDARY LINE AGREEMENT

This BOUNDARY LINE AGREEMENT (this "Agreement") is made and entered into as of the 14 the day of January, 2016 (the "Effective Date"), by and between 5245 COLLEGE DRIVE, LLC, a Utah limited liability company ("5245 College Drive"), having a mailing address at 36 South State Street, 23rd Floor, Salt Lake City, Utah 84111, Attn: Corporate Real Estate Director, and MEMORIAL ESTATES, INC., a Utah corporation ("Memorial Estates"), having a mailing address at 5300 South 360 West, Suite 200, Murray, Utah 84123, Attn: Legal Department.

WHEREAS, 5245 College Drive is the owner of certain improved real property, which is located in Murray City, Salt Lake County, Utah, as described and outlined in attached *Exhibit "A"* (the "5245 College Drive Property");

WHEREAS, Memorial Estates is the owner of certain improved real property, which also is located in Murray City, Salt Lake County, Utah, as described and outlined in attached *Exhibit "B"* (the "*Memorial Estates Property*" and, together with the 5245 College Drive Property, the "*Subject Property*");

WHEREAS, there is an existing concrete retaining wall and fence, which is not located on the easternmost boundary line of the 5245 College Drive Property or the westernmost boundary line of the Memorial Estates Property (the "Existing Retaining Wall and Fence"), but which is located near, along and/or adjacent to the common boundary of the 5245 College Drive Property and the Memorial Estates Property as described and shown on attached Exhibit "C" (the "Common Boundary Line"); and

WHEREAS, the parties now desire to enter into an agreement to designate the Common Boundary Line as the actual and legal boundary line between the 5245 College Drive Property and the Memorial Estates Property (the "Agreed Boundary Line"), and, by reason of the Agreed Boundary Line, the legal description for the 5245 College Drive Property shall be as described in attached Exhibit "D" (the "Corrected 5245 College Drive Property") and, further, the legal description of the Memorial Estates Property shall be as described in attached Exhibit "E" (the "Corrected Memorial Estates Property");

NOW, THEREFORE, to these ends, and in consideration of the terms and conditions of this Agreement, together with the mutual benefits to be derived from this Agreement, the parties agree as follows:

- 1. <u>Confirmation of Agreed Boundary Line; Quitclaim and Disclaimer</u>. From and after the Effective Date, the Agreed Boundary Line shall be, and, by the execution hereof, is, acknowledged and agreed by the parties to be the actual, legal and correct common boundary between the 5245 College Drive Property and the Memorial Estates Property. Further, consistent with the foregoing:
- (a) Memorial Estates hereby disclaims and quitclaims any right, title or interest in and to the Corrected 5245 College Drive Property (including any and all improvements located thereon), including without limitation any and all prescriptive, adverse possession or boundary-by-acquiescence rights or interest; and
- (b) 5245 College Drive hereby disclaims and quitclaims any right, title or interest in and to the Corrected Memorial Estates Property (including any and all improvements located thereon),

including without limitation any and all prescriptive, adverse possession or boundary-by-acquiescence rights or interests.

- 2. Perpetual Easement; Easement Property; Ongoing Obligations. Subject to the terms and conditions of this Agreement, Memorial Estates hereby grants and conveys to 5245 College Drive a nonexclusive, perpetual easement (collectively, the "Perpetual Easement") (a) along, near and/or adjacent to the Agreed Boundary Line for the location, construction, installation, and placement of, inclusive of any modification, alteration or improvement thereof, the Existing Retaining Wall and Fence, and (b) over and across the westernmost five (5) feet, in width, of the Corrected Memorial Estates Property, as measured from, and east of, the Agreed Boundary Line (the "Easement Property") and described in attached Exhibit "F", as reasonably necessary or appropriate for the ongoing maintenance, repair, improvement, modification, and/or replacement of all or any part of the Existing Retaining Wall and Fence (as applicable, the "Work"), and not otherwise; provided that 5245 College Drive hereby agrees:
- (a) to ensure that the Work shall be performed in a good and workmanlike manner and, further, shall conform to, and shall be conducted in accordance with, any and all applicable laws, rules and regulations or any governmental authority having jurisdiction over the Work;
- (b) if, in connection with the Work, any landscape, hardscape, street, road, sidewalk or other improvements of Memorial Estates properly located within the Easement Property are damaged or destroyed by 5245 College Drive, then, within a reasonable time as may be required by the circumstances, to repair or replace any and all such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction, reasonable wear and tear excepted;
- (c) not to permit any lien or claim of mechanics, laborers or materialmen to be filed against the Memorial Estates Property, or any part or parts thereof, for the Work or any work, labor or materials furnished, alleged to have been furnished or to be furnished by or at the direction of 5245 College Drive and, in the event any such lien is filed, then, within thirty (30) days after the date of the filing or recording thereof, to cause the same to be paid and discharged of record, or, if 5245 College Drive contests the amount allegedly due or the right of the lienholder to make its lien claim, to cause a bond for at least 110% of the amount of the disputed lien claim to be issued in favor of Memorial Estates to protect Memorial Estates from any damage resulting from the lien during the entire time of any proceeding in which 5245 College Drive contests the lien; and
- (d) by reason of the Work, not to permit any contamination, dumping or other environmental waste to be left, disposed on or to contaminate the Easement Property.

Further, in the event that all or any part of the Existing Retaining Wall and Fence, including any replacements, modifications or improvements thereto, are damaged or destroyed by Memorial Estates, then, within a reasonable time as may be required by the circumstances, Memorial Estates shall repair or replace any and all such damaged or destroyed improvements to a condition substantially identical to that existing before any such damage or destruction, reasonable wear and tear excepted.

Additional Setback and Related Matters. Subject to, and in consideration of, the terms and conditions of this Agreement, Memorial Estates hereby agrees that, in connection with any ownership or use, development of, or improvements to, the Memorial Estates Property, that the Easement Property shall be regarded and treated as a setback in addition to, and in excess of, any setback or landscape buffer otherwise required by Murray City, Utah (or any political subdivision thereof) (as applicable, the "City"), and applicable to the Memorial Estate Property (collectively, inclusive of the Easement Property, the "Additional Setback Area"). In other words, the Easement Property shall not be considered part of the Memorial Estates property for purposes of calculating or determining the depth and scope of any setback or landscape buffer required by the City. From and after the Effective Date, Memorial Estates shall not locate, construct, place or install any buildings, structures or similar improvements within the Additional Setback

Area, including without limitation storage sheds, fences or any other structures, which require slab support or footings of any kind or nature, or which restrict Intermountain Healthcare's access to, or use of, the Easement Property. Further, in connection with the development of all or part of any lot or parcel of the Memorial Estates Property adjacent or contiguous to the Easement Property (the "Affected Memorial Estates Property"), Memorial Estates, at its sole cost and expense, shall take, or cause to be taken, such actions as may be necessary or appropriate to remove any buildings, structures or other improvements, including without limitation storage sheds, fences, trees, shrubs or other deep-rooted vegetation, from, or within, the Additional Setback Area part of, or adjacent or contiguous to, the Affected Memorial Estates Property (collectively, as applicable, the "Easement Property Improvements") and, thereafter, shall not locate, construct, place, or install, directly or indirectly, any Easement Property Improvements within the Easement Property; provided that, other than trees, shrubs or other deep-rooted vegetation, Memorial Estates shall have the right, and option, to landscape the Additional Setback Area so long as any such landscape improvements do not adversely affect, or restrict, the Perpetual Easement rights of 5245 College Drive under this Agreement.

- 4. <u>Authority Representations</u>. Each individual executing this Agreement on behalf of an entity represents and warrants that each is duly authorized to execute and deliver this Agreement on behalf of said entity in accordance with the by-laws or other operating agreement of said entity, and that this Agreement is binding upon said entity in accordance with its terms.
- 5. <u>Purpose and Confirmation; No Partnership; Entire Agreement</u>. This Agreement is made for the purposes set forth in this Agreement and no more, is not intended to effect a subdivision of the Subject Property, or any part thereof, within the meaning of Utah law, and is intended to be subject to and made in compliance with any and all applicable zoning ordinances, laws, rules and regulations. This Agreement is not intended to create and shall not in any way be interpreted or construed to create, a joint venture, partnership or any similar relationship between the parties. This Agreement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party. The recitals set forth above and exhibits hereto are hereby incorporated in this Agreement by this reference.
- 6. <u>General Provisions</u>. This Agreement (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold or other interest in any portion of the 5245 College Drive Property or the Memorial Estates Property; and (c) shall benefit and be binding upon any person whose title is acquired by voluntary conveyance, judicial foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise. This Agreement shall be construed, applied and enforced in accordance with the laws of the State of Utah and shall be recorded in the official real estate records of Salt Lake County, Utah (the "Official Records"). This Agreement may be amended or modified only by a written instrument executed by the parties and recorded in the Official Records. In any proceeding or controversy associated with or arising out of this Agreement or a claimed or actual breach thereof, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the other party as a part of the prevailing party's costs, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

[signature page follows]

5245 COLLEGE DRIVE, LLC, a Utah limited liability company

By: IHC Health Services, Inc., a Utah nonprofit corporation Its: Manager and Member

By: Cay C. Ab hadron Its: Cay C. Ab hadron

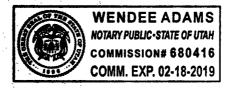
MEMORIAL ESTATES, INC., a Utah corporation

Print Name: Garrett 5. 5. 1

Its: Ofo ad Transar

STATE OF UTAH)	
COUNTY OF SALT LAKE): ss.)	
The foregoing instrument w	as acknowle	edged before me on the day of January, 2016, by of IHC Health Services, Inc., a Utah
nonprofit corporation, the Manager	and Member	r of 5245 COLLEGE DRIVE, LLC, a Utah limited liability
company.		Shelled Anence
,	•	Notary Public SHELLY SPENCER Notary Public. State of Utah
STATE OF UTAH) : ss.	Commission #680392 My Commission Expires December 03, 2018
COUNTY OF SALT LAKE)	899 Becamer 00. 2010
The foregoing instrument w	as acknowle	edged before me on the 14 day of January, 2016, by

Grannett 5.5:11, the CFO + Treasurer



Mendaldams Notary Public

corporation.

of MEMORIAL ESTATES, INC., a Utah

EXHIBIT "A"

(5245 College Drive Property Description)

That certain real property located in Salt Lake County, Utah, particularly described as follows:

Beginning at the intersection of the Northerly right of way line of the relocated Green Street and the Easterly right of way line of College Drive, which point is 987.91 feet North and 1166.01 feet West from the South quarter corner of said Section 12, and running thence along said Easterly right of way line the following five (5) courses and distances: (1) Northwesterly 81.53 feet along the arc of a 337.00 foot radius curve to the left (Note: Chord to said curve bears North 42°04'10" West for a distance of 81.33 feet) to a point of reverse curvature; thence (2) Northwesterly 114.35 feet along the arc of a 168.00 foot radius curve to the right (Note: Chord to said curve bears North 29°30'00" West for a distance of 112.16 feet); thence (3) North 10°20'29" West 73.85 feet; thence (4) North 10°00'00" West 454.38 feet; thence (5) Northwesterly 166.03 feet along the arc of a 378.00 foot radius curve to the left (Note: Chord to said curve bears North 22°35'00" West for a distance of 164.70 feet) to the Southerly right of way line of Murray Boulevard; thence along said Southerly right of way line the following two (2) courses and distances: (1) North 54°50'00" East 376.22 feet; thence (2) Northeasterly 57.13 feet along the arc of a 688.00 foot radius curve to the left (Note: Chord to said curve bears North 52°27'17" East for a distance of 57.11 feet); thence South 09°00'00' East 1023.16 feet to the Northerly right of way of the relocated Green Street; thence along said Northerly right of way line the following three (3) courses and distances: (1) South 37°28'29" West 5.53 feet; thence (2) Southwesterly 142.61 feet along the arc of a 160.99 foot radius curve to the right (Note: Chord to said curve bears South 62°51'07" West, Surveyed (South 61°51'07" West, Record) for a distance of 137.99 feet); thence (3) South 88°13'47" West 121.66 feet to the point of beginning.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE FOREGOING DESCRIBED REAL PROPERTY.

[For reference purposes only: Tax Parcel ID No. 21-12-376-012]

EXHIBIT "B"

(Memorial Estates Property Description)

That certain real property located in Salt Lake County, Utah, particularly described as follows:

Beginning at a point which is South 89°57'53'' West along the South line of the Northeast quarter of the Southwest quarter 531.96 feet from the Southeast corner of the Northeast quarter of the Southwest quarter of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 82°24'27'' West along the 5300 South Street monument line 416.00 feet and North 09°02'07'' West 778.54 feet from a county monument that is due North 609.46 feet from the South quarter corner of said Section 12, and running thence South 09°02'07'' East 114.90 feet; thence South 80°02'00'' West 28.74 feet to a point on the arc of a 318.10 foot radius curve, the center of which bears South 80°02'00'' West; thence Southerly along the arc of said curve to the right through a central angle of 11°00'25'', a distance of 61.11 feet; thence South 89°57'53'' West 384.72 feet to a point on the extension of the center of a small water ditch; thence North 09°02'07'' West along said extension and the center of said ditch 742.05 feet; thence North 80°57'53'' East 121.51 feet; thence North 09°02'07'' West 232.341 feet; thence North 80°57'53'' East 292.07 feet to the center of a ditch; thence along the center of said ditch South 09°02'07'' East 858.40 feet to the point of beginning.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE FOREGOING DESCRIBED REAL PROPERTY.

[For reference purposes only: Tax Parcel ID No. 21-12-327-015]

EXHIBIT "C"

(Common Boundary Line/Agreed Boundary Line Description)

That certain real property located in Salt Lake County, Utah, particularly described as follows:

Beginning at a point on the Northerly right-of-way Line of Green Street, said point being also on the Easterly side of an existing concrete retaining wall, said point being also South 89°56'05" East 1713.29 feet along the section line, and North 1057.04 feet from the Southwest corner of Section 12, Township 2 South, Range 1 West, Salt Lake Base and Meridian and running thence along said Easterly side of the existing concrete retaining wall North 09°00'56" West 823.84 feet to the end.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE FOREGOING DESCRIBED REAL PROPERTY.

EXHIBIT "D"

(Corrected 5245 College Drive Property Description)

That certain real property located in Salt Lake County, Utah, particularly described as follows:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF THE RELOCATED GREEN STREET AND THE EASTERLY RIGHT OF WAY LINE OF COLLEGE DRIVE, WHICH POINT IS 987.91 FEET NORTH AND 1166.16 FEET WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12, AND RUNNING THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCE: (1) NORTHWESTERLY 81.53 FEET ALONG THE ARC OF A 337.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 42°04'10" WEST FOR A DISTANCE OF 81.33 FEET TO A POINT OF REVERSE CURVATURE; THENCE (2) NORTHWESTERLY 114.35 FEET ALONG THE ARC OF A 168.00 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS NORTH 29°30'00" WEST FOR A DISTANCE OF 112.16 FEET); THENCE (3) NORTH 10°20'29" WEST 73.85 FEET; THENCE (4) NORTH 10°00'00" WEST 454.38 FEET; THENCE (5) NORTHWESTERLY 166.03 FEET ALONG THE ARC OF A 378.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 22°35'00" WEST FOR A DISTANCE OF 164.70 FEET) TO THE SOUTHERLY RIGHT OF WAY LINE OF MURRAY BOULEVARD; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING TWO (2) COURSES AND DISTANCES: (1) NORTH 54°50'00" EAST 376.22 FEET; THENCE NORTHEASTERLY 57.13 FEET ALONG THE ARC OF A 688.00 FOOT RADIUS CURVE TO THE LEFT (NOTE: CHORD TO SAID CURVE BEARS NORTH 52°27'17" EAST FOR A DISTANCE OF 57.11 FEET); THENCE SOUTH 09°00'00" EAST 200.13 FEET; THENCE SOUTH 81°00'00" WEST 1.07 FEET TO A POINT ON THE EASTERLY EDGE OF A CONCRETE RETAINING WALL: THENCE SOUTH 09°00'56" EAST ALONG SAID EASTERLY EDGE 732.78 FEET; THENCE EAST 0.88 FEET; THENCE SOUTH 09°00'00" EAST 90.11 FEET TO THE NORTHERLY RIGHT OF WAY OF THE RELOCATED GREEN STREET; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: (1) SOUTH 37°28'29" WEST 5.53 FEET: THENCE (2) SOUTHWESTERLY 142.61 FEET ALONG THE ARC OF A 160.99 FOOT RADIUS CURVE TO THE RIGHT (NOTE: CHORD TO SAID CURVE BEARS SOUTH 62°51'07" WEST. SURVEYED (SOUTH 61°51'07" WEST. RECORD) FOR A DISTANCE OF 137.99 FEET), THENCE (3) SOUTH 88°13'47" WEST 121.66 FEET TO THE POINT OF BEGINNING.

Contains approximately 330,809 square feet or 7.594 acres

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE FOREGOING DESCRIBED REAL PROPERTY.

[For reference purposes only: Tax Parcel ID No. 21-12-376-012]

EXHIBIT "E"

(Corrected Memorial Estates Property Description)

That certain real property located in Salt Lake County, Utah, particularly described as follows:

BEGINNING AT A POINT WHICH IS SOUTH 89°57'53" WEST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER 537.82 FEET (531.96 FEET BY DEED) FROM THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO BEING SOUTH 82°24'35" WEST 427.72 FEET (SOUTH 82°24'27" WEST ALONG THE 5300 SOUTH STREET MONUMENT LINE 416.00 FEET BY DEED) AND NORTH 08°35'56" WEST 779.16 FEET (NORTH 9°02'07" WEST 778.54 FEET BY DEED) FROM A COUNTY MONUMENT THAT IS DUE NORTH 609.46 FEET FROM THE SOUTH QUARTER CORNER OF SAID SECTION 12; AND RUNNING THENCE SOUTH 08°35'56" EAST 126.98 FEET (SOUTH 9°02'07" EAST 114.90 FEET BY DEED); THENCE SOUTH 80°04'00" WEST 21.56 FEET (SOUTH 80°02' WEST 28.74 FEET BY DEED) TO A POINT ON THE ARC OF A 318.10 FOOT RADIUS CURVE THE CENTER OF WHICH BEARS SOUTH 80°04'00" WEST (SOUTH 80°02' WEST BY DEED): THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 08°20'53" (11°00'25" BY DEED), A DISTANCE OF 46.35 FEET (61.11 FEET BY DEED) (CHORD BEARS SOUTH 05°45'33" EAST 46.31 FFET); THENCE WEST 395.30 FEET TO A POINT ON THE EASTERLY EDGE OF A CONCRETE RETAINING WALL; THENCE NORTH 09°00'56" WEST ALONG SAID EASTERLY EDGE 732.78 FEET; THENCE NORTH 81°00'00" EAST 129.60 FEET; THENCE NORTH 09°00'00" WEST 232.34 FEET (NORTH 9°02'07" WEST 232.341 FEET BY DEED); THENCE NORTH 81°00'00" EAST 292.07 FEET (NORTH 80°57'53" EAST BY DEED); THENCE SOUTH 08°35'56" EAST 853.42 FEET (SOUTH 09°02'07" EAST 858.40 FEET BY DEED) TO THE POINT OF BEGINNING.

Contains 386,051 Square Feet or 8.863 acres.

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE AND/OR A PHYSICAL INSPECTION OR SURVEY OF THE FOREGOING DESCRIBED REAL PROPERTY.

[For reference purposes only: Tax Parcel ID No. 21-12-327-015]

EXHIBIT "F"

(Description of the Easement Property)

BEGINNING AT A POINT ON THE EASTERLY EDGE OF A CONCRETE RETAINING WALL, SAID POINT BEING NORTH 1145.03 FEET AND EAST 1699.01 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 12, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 09°00'56" WEST ALONG SAID EASTERLY EDGE 732.78 FEET; THENCE NORTH 80°59'04" EAST 5.00 FEET; THENCE SOUTH 09°00'56" EAST 733.57 FEET; THENCE WEST 5.06 FEET TO THE POINT OF BEGINNING.

CONTAINS: 3,666 SQ.FT. OR 0.084 ACRES

