

**WHEN RECORDED, MAIL TO:**

IHC Health Services, Inc.  
36 South State Street, 23<sup>rd</sup> Floor  
Salt Lake City, UT 84111  
Attn: Corporate Real Estate Director

Parcels 05-050-0-0038  
05-050-0-0033  
05-050-0-0018

**BOUNDARY AGREEMENT**

RBW INVESTMENTS, LLC, a Utah limited liability company ("RBW") and IHC HEALTH SERVICES, INC., a Utah nonprofit corporation ("Intermountain") enter this BOUNDARY AGREEMENT (this "Agreement") on September 20, 2019.

**Background**

- A. RBW owns real property in Erda, Tooele County (the "RBW Property"), as described in Exhibit A.
- B. Intermountain owns real property adjacent to the RBW Property (the "Intermountain Property"), as described in Exhibit B.
- C. The RBW Property and the Intermountain Property share common boundaries including (i) the east boundary of the Intermountain Property and the west boundary of a portion of the RBW Property; and (ii) the south boundary of the Intermountain Property and the north boundary of a portion of the RBW Property. Both common boundaries are shown in Exhibit C (the "Record Boundaries").
- D. As of the date of this Agreement, a fence line located along the Record Boundaries encroaches (i) over the Record Boundary onto the eastern side of the Intermountain Property, and (ii) over the Record Boundary onto the northern side of a portion of the RBW Property, as shown in Exhibit C (the "Existing Encroachments").
- E. The parties desire to confirm the Record Boundaries as the actual, legal boundaries between the RBW Property and the Intermountain Property (each a "Property" and collectively the "Properties"), and to provide for a license pertaining to the Existing Encroachments, subject to the following terms.

**Terms**

- 1. Confirmation of Existing Boundary. The parties acknowledge and confirm that the Record Boundaries are the legal and correct common boundaries between the Properties.
- 2. Grant of License. RBW and Intermountain hereby grant to each other a nonexclusive, revocable, and limited license (the "License") to encroach on the portion of each other's Property affected by the Existing Encroachments as of the date of this Agreement (as depicted in Exhibit C, the "License Areas"), subject to the following:
  - (a) Each party at its sole cost will promptly repair any portion of the other party's Property damaged as a result of licensed party's use of the License, and the other party has no obligation or liability of any kind for that damage.
  - (b) Either party may remove, replace, or relocate any or all of the Existing Encroachments so that the Existing Encroachments no longer encroach if that party determines, in its discretion, that removal, replacement, or relocation is necessary. The party performing any removal, replacement, or relocation will use good faith and commercially reasonable efforts to minimize any interference with the other party's use and enjoyment of its Property.

- (c) If either party removes, replaces, or relocates any Existing Encroachment as provided herein, the License will no longer include or cover the removed, replaced, or relocated Existing Encroachment, and the applicable portion of the License will expire and automatically terminate. No additional documentation is required to give effect to any automatic termination under this section, but either party may, without any additional consent or authorization from the other party, execute and record a termination or any other appropriate instrument in the official real estate records of Tooele County, Utah, to confirm the termination.
3. Quitclaim and Disclaimer. Except as set forth herein, each party hereby disclaims and quitclaims to the other party any right, title or interest, including without limitation any prescriptive or implied rights, in and to the other party's Property. The provisions of this paragraph will survive any termination of the License or this Agreement.
  4. Indemnification. Each party will indemnify and hold the other party harmless from and against any and all loss, cost, damage, injury or expense, including claims for death or injury to person or damage to property, and including without limitation attorney's fees and court costs, to the extent arising out of or in connection with use of the License, the License Areas, or any other portion of the other party's Property by the indemnifying party or its contractors, employees, or invitees. The indemnities set forth in this paragraph are in addition to, and not in limitation of, any indemnification or other rights or remedies available to the parties at law or in equity. The provisions of this paragraph will survive any termination of the License or this Agreement.
  5. Purpose and Confirmation. This Agreement is made for the purposes set forth in this Agreement and no more, is not intended to effect the creation of additional tax parcels or a subdivision of the Properties, 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.
  6. No Partnership; Entire Agreement. This Agreement is not intended to create and will not be in any way 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 will be construed as a whole and not strictly for or against any party.
  7. Recording. This Agreement will be recorded in the official real estate records of Tooele County, Utah.
  8. General Provisions. The parties may sign this Agreement in any number of counterparts, each of which when signed and delivered will be deemed an original, and all of which together will constitute one and the same instrument. The absence of any party's signature will not affect the validity or enforceability of the Agreement against those that do sign. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. Utah laws govern this Agreement.

*[signatures and acknowledgments on following pages]*

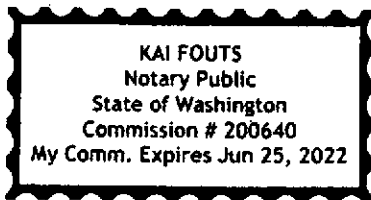
IN WITNESS WHEREOF, RBW has executed the foregoing Agreement to be effective as of the date first written above.

RBW INVESTMENTS, LLC,  
a Utah limited liability company

By: [Signature]  
Print Name: RALPH S. WEBER  
Title: MANAGER

Washington  
STATE OF UTAH )  
                          : ss.  
COUNTY OF Snohomish )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of September, 2019, by Ralph S. Weber, the Manager of RBW INVESTMENTS, LLC, a Utah limited liability company.



[Signature]  
NOTARY SIGNATURE AND SEAL

*[signatures and acknowledgments continued on following page]*

IN WITNESS WHEREOF, Intermountain has executed the foregoing Agreement to be effective as of the date first written above.

IHC HEALTH SERVICES, INC.,  
a Utah nonprofit corporation

By: *Clay L. Ashdown*  
Clay L. Ashdown, Vice President

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

The foregoing instrument was acknowledged before me this 9 day of ~~September~~ <sup>October</sup>, 2019, by Clay L. Ashdown, a Vice President of IHC HEALTH SERVICES, INC., a Utah nonprofit corporation.

*Shelly Spencer*  
NOTARY SIGNATURE AND SEAL



*[end of signatures and acknowledgments]*

**EXHIBIT A**

**Description of the RBW Property**

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

**Northern Parcel:**

BEG 33 FT S & 361.5 FT W OF CENTER SEC 34, T2S, R4W, SLM, ON S LI CO RD, S 361.5 FT, E 361.5 FT, S 925.5 FT, W 1320 FT, N 1287 FT, E 958.5 FT TO BEG, CONT 36 AC 36.00 AC

**Southern Parcel:**

S 1/2 OF SW 1/4, SEC 34, T2S, R4W, SLB&M ---EX 1.00 AC IN RD ---LESS 2.96 AC TO UDOT #220557 THRU #220559 932/84-89 (STATE HWY 36 R/W) (BALANCE OF 5-50-15 AFTER PT TO UDOT FOR 2005 YEAR.) 76.04 AC

**EXHIBIT B**

**Description of the Intermountain Property**

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

BEGINNING 3 RODS EAST OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, ON THE SOUTH LINE OF ERDA WAY, AND RUNNING THENCE EAST 77 RODS; THENCE SOUTH 80 RODS; THENCE WEST 77 RODS, THENCE NORTH 80 RODS TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE FOR THE PURPOSE OF WIDENING SR-36, KNOWN AS PROJECT NO. 0036, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PROPERTY, BEING 49.50 FEET SOUTH 89°40'27" EAST (RECORD: WEST) FROM THE WEST QUARTER CORNER OF SECTION 34, AND RUNNING THENCE NORTH 89°40'27" EAST 529.49 FEET (RECORD: EAST) ALONG THE NORTH LINE OF SAID PROPERTY; THENCE SOUTH 47.37 FEET; THENCE WEST 451.86 FEET; THENCE SOUTH 00°23'53" EAST 1279.95 FEET TO THE SOUTH LINE OF SAID PROPERTY; THENCE SOUTH 89°40'31" WEST 79.48 FEET (RECORD: WEST) ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID PROPERTY, AT A POINT WHICH IS 100.00 FEET PERPENDICULARLY DISTANT EASTERLY FROM THE CENTER LINE OF SAID SR-36 OF SAID PROJECT, AT ENGINEER STATION 299+27.87; THENCE NORTH 00°18'15" WEST 1324.75 FEET (RECORD: NORTH) ALONG THE WEST LINE OF SAID PROPERTY TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

**EXHIBIT C**

**Depiction of Record Boundaries, License Areas and Existing Encroachments**

***[SEE ATTACHED]***

# State Highway 36

Point of Beginning

3.78'  
N 0°23'53" W

267.82'  
S 89°56'47" W  
N 89°40'26" E

*RBW Investments, LLC*  
05-050-0-0033

343.30'  
S 89°44'38" W

South Boundary to Fenceline  
6,573 sq. ft.

**IHC**

579.39'  
S 89°48'46" W

1,190.51'  
6.88'  
S 0°17'29" E



**AWA**  
ANDERSON WAHLEN & ASSOCIATES  
2010 North Redwood Road, Salt Lake City, Utah 84116  
801 521-8529 - AWAengineering.net

**South Tract to Fenceline  
For Boundary Line Agreement**

**IHC Erda**  
East Erda Way and Highway 36  
Tooele, Utah

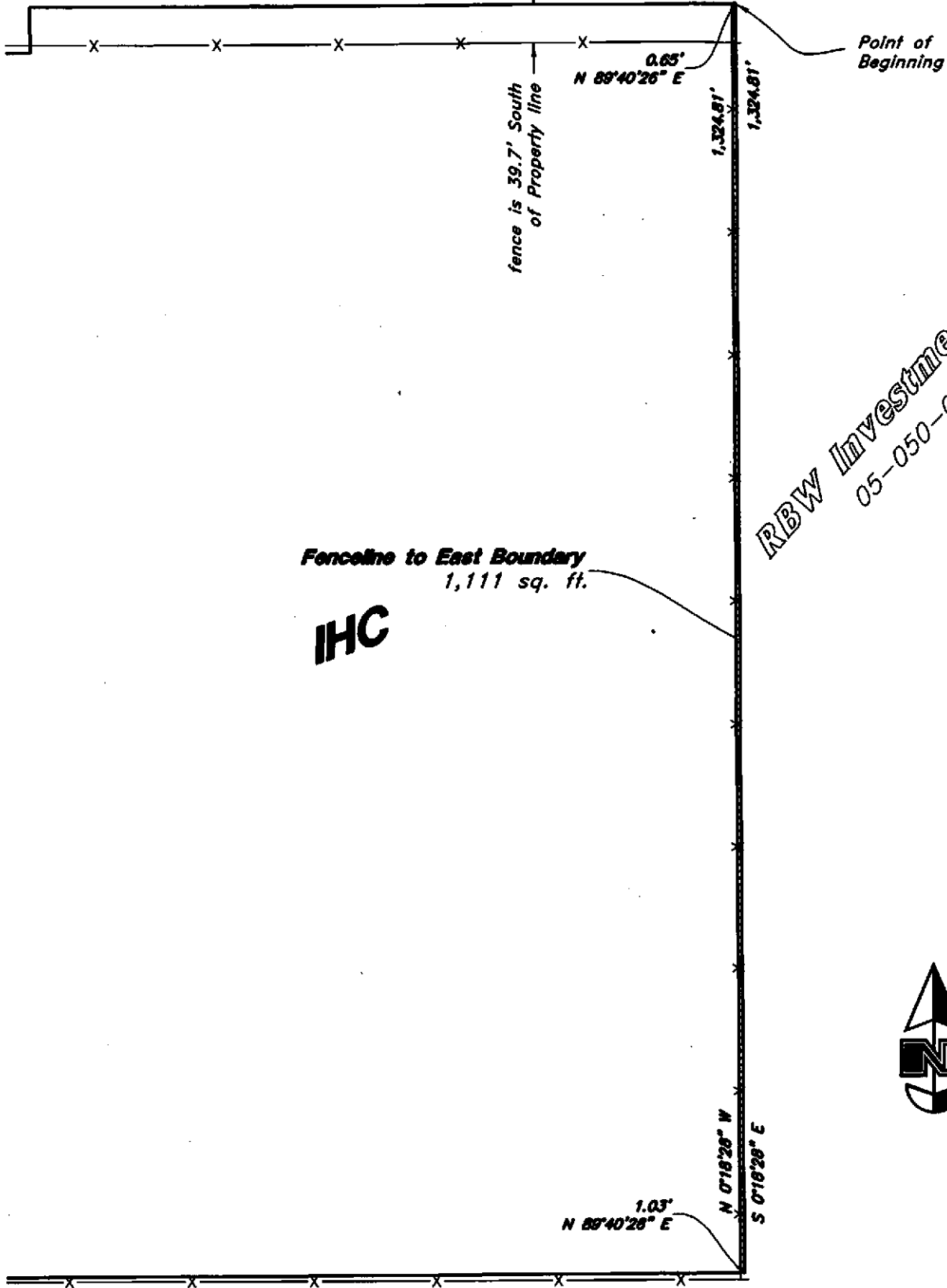
Sheet No.

**1**

Designed By:  
Drafted By: TC  
Client Name:  
IHC  
17-177 EX-2  
**28 Mar, 2019**



# Erda Way




**ANDERSON WAHLEN & ASSOCIATES**  
2010 North Redwood Road, Salt Lake City, Utah 84116  
801 521-8529 - AWAengineering.net

**East Tract to Fenceline  
For Boundary Line Agreement**

**IHC Erda**  
East Erda Way and Highway 36  
Tooele, Utah

Sheet No.  
**1**

Designed By:  
Drafted By: TC  
Client Name:  
IHC  
17-177 EX-3  
**28 Mar, 2019**