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RETURN TO: LATHAM & WATKINS
ATTENTION: CLAY SHEVLIN
650 TOWN CENTER DRIVE, 20TH FLOOR
COSTA MESA, CA 92626

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**ASSIGNMENT AND ASSUMPTION OF
GROUND LEASE, CONSENT TO ASSIGNMENT,
AND CLARIFICATION AND MEMORANDUM OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE, CONSENT TO ASSIGNMENT, AND CLARIFICATION AND MEMORANDUM OF GROUND LEASE (the "Assignment") is made and entered into this 20th day of January, 1999, by and among BOYER-OGDEN MEDICAL ASSOCIATES, LTD., a Utah limited partnership, which acquired its interest incorrectly as Boyer Ogden Medical Associates, a Utah limited partnership ("Assignor"), HCPI/Utah, LLC, a Delaware limited liability company ("Assignee"), and COLUMBIA OGDEN MEDICAL CENTER, INC., a Utah corporation ("Ground Lessor").

FD-18316

P1#2

Recitals:

A. Assignor is the owner of a leasehold interest under that certain Ground Lease Agreement, dated August 30, 1989, between Assignor and Ground Lessor's predecessor in interest, St Benedict's Hospital, a Utah nonprofit corporation, as amended by that First Amendment to Ground Lease, dated October 3, 1997 (collectively, the "Ground Lease") in certain real property (the "Property") located in Weber County, State of Utah, the legal description of which is attached hereto as Appendix A, and incorporated herein by reference.

B. Assignor desires to assign and Assignee desires to assume and Ground Lessor desires to consent to such assignment and assumption of the Ground Lease from Assignor to Assignee.

C. Ground Lessor, Assignor and Assignee further desire to clarify certain provisions of the Ground Lease with respect to parking and access easements and to memorialize the existence of the Ground Lease as so clarified.

D. The term "Closing" shall have the meaning given to such term in that certain Contribution Agreement and Escrow Instruction as of January 20, 1999, among Assignor, as Transferor, and Assignee, as Operating Company, and certain other parties named therein (the "Contribution Agreement").

NOW, THEREFORE, in consideration of the premises herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Effective as of the date of the Closing, Assignor hereby assigns, transfers, grants, sets over and conveys to Assignee all of Assignor's right, title, interest and estate in, to and under the Ground Lease.

1608042 BK1987 P62471
DOUG CROFTS, WEBER COUNTY RECORDER
25-JAN-99 351 PM FEE \$28.00 DEP BCT
REC FOR: FOUNDERS.TITLE

2. Effective as of the date of the Closing, Assignee hereby takes and accepts Assignor's right, title, interest and estate in and to the Ground Lease, and acknowledges herewith receipt of a copy of the Ground Lease; Assignee hereby agrees and covenants that it hereby assumes and agrees to be bound by all of the obligations, terms, covenants and conditions contained in the Ground Lease, as amended hereby, arising or occurring from and after the date of the Closing.

3. Effective as of the date of the Closing, Ground Lessor hereby consents to Assignor's assignment and Assignee's assumption of the rights, duties and obligations of the Assignor under the Ground Lease pursuant and subject to this Assignment and further agrees that from and after the date of the Closing, Assignor shall be released from all obligations of the Lessee arising or occurring under the Ground Lease from and after the date of the Closing.

4. The parties hereto agree that for purposes of the Ground Lease (and any and all future amendments or other modifications thereof), including, without limitation, Sections 1.1 and 2.5 of the Ground Lease, the phrases "Lessor's adjacent and surrounding lands" and/or "nearby lands owned by Lessor" shall mean the real property described on Appendix B hereto and incorporated herein by reference (the "Hospital Property").

5. In consideration of and pursuant and subject to the terms and conditions set forth in the Ground Lease, Ground Lessor has leased to Assignor, and as of the date of the Closing does hereby lease to Assignee, the Property, together with the appurtenant easements granted by Ground Lessor to Lessee in the Ground Lease, as amended hereby. The initial term of the Ground Lease is forty-two (42) years, commencing March 1, 1989, subject to the exercise by Lessee of Lessee's two (2) renewal options, each for ten (10) years.

6. The parties hereto affirm that, as clarified/modified pursuant to this Assignment, the Ground Lease remains in full force and effect. In addition, in the event of any inconsistency between the terms of this Agreement and the terms of the Ground Lease, the terms of this Assignment shall control.

7. This Assignment shall be governed by the laws of the State of Utah.

8. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and Ground Lessor and their respective heirs, executors, administrators, successors and assigns.

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

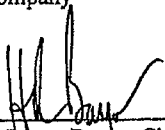
IN WITNESS WHEREOF, Assignor, Assignee and Ground Lessor have executed this Assignment on the day and year first above written.

[Signatures Follow On Next Page]

Et 1608042 BK1987 P62472

"ASSIGNOR"


BOYER-OGDEN MEDICAL ASSOCIATES, LTD.,
a Utah limited partnership, by its managing partner,
THE BOYER COMPANY, L.C., a Utah limited
liability company

By: 
H. Roger Boyer, Chairman and Manager

"ASSIGNEE"

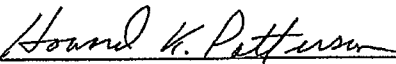
HCPI/Utah, LLC, a Delaware limited liability
company

By: HEALTH CARE PROPERTY
INVESTORS, INC., a Maryland
corporation, its Managing Member

By: 
Its: Edward J. Henning
Senior Vice President

"GROUND LESSOR"

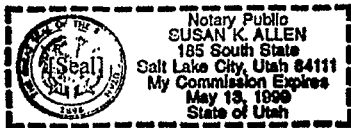
COLUMBIA OGDEN MEDICAL CENTER, INC., a
Utah corporation

By: 
Howard K. Patterson, Vice President, Real
Estate

Et 1608042 BK 1987 P62473

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

On the 20 day of January, 1999, personally appeared before me H. Roger Boyer, who, being by me duly sworn, did say that he is the Chairman and Manager of The Boyer Company, L.C., a Utah limited liability company, the Managing Partner of Boyer-Ogden Medical Associates, Ltd., a Utah limited partnership, and that said instrument was signed on behalf of said limited partnership for the purposes stated therein.



Susan K Allen
NOTARY PUBLIC

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

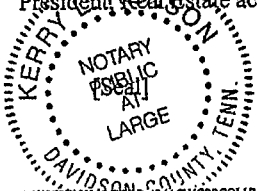
On the 20th day of January, 1999, personally appeared before me Edward J. Henning, who, being by me duly sworn, did say that s/he is the Senior Vice President of Health Care Property Investors, Inc., a Maryland corporation, the Managing Member of HCPI/Utah, LLC, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company for the purposes stated therein.



Kathleen McPolin
NOTARY PUBLIC

STATE OF TENNESSEE)
 : ss.
COUNTY OF DAVIDSON)

On the 12 day of January, 1999, personally appeared before me Howard K. Patterson, who, being by me duly sworn, did say that he is the Vice President, Real Estate of Columbia Ogden Medical Center, Inc., a Utah corporation, that said instrument was signed in behalf of said corporation by authority of its by-laws or a resolution of its board of directors, and said Vice President Real Estate acknowledged to me that said corporation executed the same.



Kerry L. Henson
NOTARY PUBLIC

APPENDIX A

DESCRIPTION OF PROPERTY

PARCEL 1 ("PHASE 1"):

07-053-0054

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

BEGINNING at a point 1265.67 feet North 0°26'00" East along the East line of said Section 17, and 354.61 feet North 89°34'00" West from the Southeast corner of said Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 72°24'35" West 5.00 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 35.00 feet; thence North 17°35'25" West 25.00 feet; thence North 72°24'35" East 150.63 feet; thence North 0°26'00" East 77.52 feet; thence South 72°24'35" West 23.32 feet; thence North 17°35'25" West 28.68 feet; thence North 89°34'00" West 67.63 feet; thence South 0°26'00" West 21.37 feet; thence South 72°24'35" West 59.28 feet; thence South 17°34'00" East 3.87 feet; thence South 72°24'35" West 51.08 feet to a point North 17°35'25" West from the Northeast corner of the existing MRI Building; thence South 17°35'25" East 100.75 feet, more or less, along the Easterly wall of said MRI Building to the point of BEGINNING.

07-053-0054-0028

PARCEL 2 ("PHASE 2"):

PT. 07-053-0028

A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

BEGINNING at a point 1569.33 feet North 0°26'00" East along the East line of said Section 17 and 183.35 feet North 89°34'00" West from the Southeast corner of said Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°26'00" West 168.72 feet; thence South 72°24'35" West 23.32 feet; thence North 17°35'25" West 28.68 feet; thence North 89°34'00" West 67.63 feet; thence North 0°26'00" East 148.66 feet to a point 15.0 feet South 0°26'00" West from the South line of 5350 South Street; thence South 89°34'00" East 98.68 feet parallel to said 5350 South Street to the point of BEGINNING.

PARCEL 3 ("EXPANSION PARCEL"):

PT. 07-053-0028

A parcel of land located in Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point 1420.67 feet North 0°26'00" East along the East Section line and North 89°34'00" West 282.02 feet from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, and running thence South 0°26'00" West 21.37 feet; thence South 72°24'35" West 59.28 feet; thence South 17°34'00" East 3.87 feet; thence South 72°24'35" West 26.35 feet; thence North 17°50'10" West 39.76 feet; thence North 72°08'25" East 97.63 feet to the West line of "Phase 2" described in that certain Memorandum Of Ground Lease recorded September 11, 1989 as Entry No. 1088540 in Book 1567 at Page 1416 of the Official Records of the Weber County Recorder; thence South 0°26'00" West 16.85 feet to the point of BEGINNING.

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APPENDIX B

DESCRIPTION OF HOSPITAL PROPERTY

0028, 0054, 0059
07-053-0037, 0036, 0038, 0027,

PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY: Beginning at a point which is North 0°26' East 231.93 feet (230.00 feet record) along the Section line and North 89°34' West 66 feet from the Southeast corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian (said point is also on the West line of an existing County Road known as Adams Avenue); running thence North 0°26' East 1361.33 feet; thence North 89°34' West 435.00 feet; thence Northerly along the arc of a 582.06 foot radius curve to the right 452.75 feet; thence North 45°00' West 107 feet (100 feet record); thence South 45°00' West 163.32 feet; thence Westerly along the arc of a 1140.60 foot radius curve to the right 307.07 feet; thence South 60°25'30" West 94.10 feet, more or less; thence Southerly along the arc of a 156.35 foot radius curve to the right 81.89 feet; thence South 0°26' West 1415.49 feet; thence East along the South line of said Southeast Quarter, South 89°44'56" East 1008.50 feet (East 1004.11 record); thence North 0°28' East 31.93 feet (30.00 feet record); thence South 89°44'56" East 1.8 feet; thence North 0°26' East 200 feet; thence South 89°44'56" East 326.70 feet to the point of beginning. [TAX PARCEL NUMBERS: 07-053-0028, 07-053-0036, 07-053-0037, 07-053-0038 and 07-053-0054]

EXCEPTING: Part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point which is North 0°26' East 620.00 feet along the Section line, North 89°34' West 1096.00 feet and North 0°26' East 936.99 feet from the Southeast Corner of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, running thence South 60°25'30" West 254.95 feet; thence North 29°34'30" West 100.00 feet; thence North 60°25'30" East 28.10 feet; thence Northeasterly along the arc of a regular 1140.60 foot radius curve to the left 307.07 feet; thence North 45° East 163.32 feet; thence South 45° East 7.0 feet; thence South 45° West 164.31 feet; thence South 0°26' West 154.83 feet to the point of beginning. [TAX PARCEL NO. 07-053-0031]
(Continued)

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ALSO EXCEPTING: A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the East outside wall of the main hospital building of St. Benedicts Hospital which is 1217.65 feet North 0°26'00" East along the East line of said Section 17 and 447.83 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence North 27°24'35" East 23.80 feet; thence North 72°24'35" East 86.67 feet; thence North 17°35'25" West 100.75 feet along the Easterly wall of the MRI Building; thence South 72°24'35" West 103.50 feet to a point North 17°35'25" West from the Northeast corner of the existing Radiation Therapy Building; thence South 17°35'25" East 117.58 feet to the point of beginning. [TAX PARCEL NO. 07-053-0043]

ALSO EXCEPTING: A part of the Southeast Quarter of Section 17, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point on the West line of Adams Avenue which is 1231.87 feet North 0°26'00" East along the East line of said Section 17 and 66.00 feet North 89°34'00" West from the Southeast corner of said Section 17; and running thence South 72°24'35" West 268.99 feet; thence North 17°35'25" West 73.92 feet; thence North 62°35'25" West 28.28 feet; thence North 17°35'25" West 27.53 feet; thence North 72°24'35" East 20.00 feet; thence South 17°35'25" East 23.39 feet; thence North 72°24'35" East 17.50 feet; thence South 17°35'25" East 25.00 feet; thence North 72°24'35" East 275.26 feet to said West line of Adams Avenue; thence South 0°26'00" West 78.49 feet along said West line of Adams Avenue to the point of beginning. [TAX PARCEL NO. 07-053-0053]