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LEANN H KILTS, WEBER COUNTY RECORDER
10-MAY-17 133 PM FEE \$18.00 DEP TN
REC FOR: WALLER LANSDEN DORTCH & DAVIS

DB

This instrument prepared by:
Carla F. Fenswick, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, Tennessee 37219

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE (this "Memorandum"), is made as of the 13th day of May, 2017, by and between COLUMBIA OGDEN MEDICAL CENTER, INC., a Utah corporation doing business as Ogden Regional Medical Center ("Landlord"), whose address is c/o Real Estate Department, HCA Healthcare Corporation, One Park Plaza, Nashville, Tennessee 37203, Attention: Vice President, Real Estate, and DAVID C. TRIMBLE, an individual ("Tenant"), whose address is P.O. Box 707, Midvale, Utah 84047.

RECITALS:

A. Landlord and Tenant have entered into that certain Ground Lease dated as of December 18, 2000, as amended by that certain First Amendment to Ground Lease fully executed as of March 6, 2015 (as so amended, the "Lease"); and

B. Landlord and Tenant desire to file this Memorandum of record in the real property records of Weber County, Utah, in order to provide record notice to all third parties of the Lease.

NOW, THEREFORE, for and in consideration of the premises, the covenants and promises of the parties set forth herein and in the Lease, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which is expressly acknowledged by the parties hereto, Landlord and Tenant agree and acknowledge for themselves, their respective successors and assigns, as follows:

Upon, subject to and in consideration of the terms and conditions set forth in the Lease, Landlord leases to Tenant, and Tenant leases from Landlord, all of that certain tract of land located in Weber County, Utah, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference and certain improvements located thereon as described in the Lease (the "Leased Premises").

To have and to hold the Leased Premises unto Tenant for an initial term of fifteen (15) years, which commenced on January 1, 2001, and expired on December 31, 2015, as same has been extended for the Extended Term (as defined in the Lease) of ten (10) years, commencing on January 1, 2016, and expiring at 11:59 p.m. on December 31, 2025. Upon the terms and conditions set forth in the Lease, Tenant has the option to renew the term of the Lease for up to three (3) additional renewal terms of five (5) years each following the expiration of the Extended Term.

The rent and other obligations of Landlord and Tenant are set forth in the Lease, to which reference is made for further information. If a conflict exists between the terms of the Lease and those contained in this Memorandum, those contained in the Lease shall govern and be controlling.

This Memorandum contains only selected provisions of the Lease, and reference is made to the full text of the Lease for the full terms and conditions. This Memorandum shall not, in any way, amend or supersede the terms and conditions of the Lease.

This Memorandum and the Lease are governed by the laws of the State of Utah.

[signatures follow]

IN WITNESS WHEREOF, the Landlord and Tenant have caused their names to be signed as of the date and year first above written.

Witnesses:

~~_____
Printed Name:

Printed Name:~~

LANDLORD:

COLUMBIA OGDEN MEDICAL CENTER, INC., a Utah corporation doing business as Ogden Regional Medical Center

By: *Nicholas L. Paul*
Name: Nicholas L. Paul
Title: Vice President

Witnesses:

~~_____
Printed Name: DAVID TRIMBLE

Printed Name:~~

TENANT:

David C. Trimble
DAVID C. TRIMBLE, an individual

[acknowledgments follow]

STATE OF TENNESSEE) ss.
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this 24th day of March, 2017, by Nicholas L. Paul, the Vice President of Columbia Ogden Medical Center, Inc., a Utah corporation, on behalf of said corporation.



(Seal)
My Commission Expires: 11-6-2017

[Signature]
Notary Public

Residing at: Nashville, TN 37013

STATE OF UTAH) ss.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 13 day of March, 2017, by David C. Trimble, an individual.



My Commission Expires: 4-16-2019

[Signature]
Notary Public

Residing at DCRIVER, UT. 84020

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

A Part of the Southeast Quarter of Section 17, T5N, R1W, SLB&M, U.S. Survey:

Beginning at a point which is 231.52 feet North 0°53'08" East

and 66.00 feet North 89°17'48" West from the Southeast corner of said

Section 17 and running: thence North 89°17'48" West 326.68 feet; thence

North 0°14'07" East 174.01 feet; thence

South 89°17'48" East 328.65 feet; thence South 0°53'08" West 17 4.00

feet to the point of beginning.

Contains 57,014 square feet or 1,309 acres, more or less.

PT 07-053-0071/CM