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WHEN RECORDED MAIL TO:

The Boyer Company
127 South 500 East, Suite 310
Salt Lake City, Utah 84111

LICENSE AGREEMENT

RETURNED

AUG 11 1994

SE 7 4 N - 1 W

THIS LICENSE AGREEMENT (hereinafter the "Agreement") is made by and between GENERAL HOSPITALS OF GALEN, INC., a Utah corporation (hereinafter the "Seller"), and Boyer Davis North Medical Associates, a Utah limited partnership by its general partner, the Boyer Company, L.C. (hereinafter the "Buyer").

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REC'D FOR LANDMARK TITLE

I. INTRODUCTION

1.1 The Seiler owns certain real property in Davis County, Utah on which shall be located in the future from time to time certain motor vehicle paved entrances, exits, driveways, parking spaces, parking structures, ramps, and sidewalks (referred to collectively herein as the "Parking Area"). A true and accurate description of the land on which the Parking Area is located is attached as Exhibit 1 and it is incorporated herein by reference.

1.2 Upon the execution of this Agreement by the parties and the satisfaction of all of the terms of a certain Real Estate Sale and Purchase Agreement between the parties to this Agreement of even date herewith, the Seller will sell certain other real property in Davis County, Utah to the Buyer (hereinafter referred to as the "Property"). The Buyer intends to construct a multi-story, medical office building (hereinafter referred to as the "MOB") on the Property. A true and accurate description of the Property is attached as Exhibit 2 and it is incorporated herein by reference.

1.3 The Property has no parking spaces on it nor any right to use parking spaces on other private property, except as provided in this Agreement. The Seller desires to permit the Buyer and, in the sole discretion of the Buyer, each of the Buyer's tenants and their respective agents, employees, guests, invitees, and visitors (hereinafter "Occupants and Permittees") to have access, ingress, egress, and parking across, over, and on the Parking Area.

1.4 The Seller also owns the Davis Hospital and Medical Center (the "Hospital") which is situated in close proximity to the section of the Property on which the MOB will be constructed. The Seller and Buyer desire to grant reciprocal rights of access and ingress and egress for pedestrians by way of an above-ground enclosed walkway (the "Walkway") between the Hospital and MOB, for the use of Buyer's and Seller's respective Occupants and Permittees.

1.5 For the purpose of this Agreement, the term "License" shall be defined as a grant of non-exclusive limited interests in the real property described in Exhibit 1 entitling the Buyer and Seller to limited use or enjoyment of the real property described in Exhibit 1 in accordance with the

terms and conditions of this Agreement. The Licenses created pursuant to this Agreement shall be irrevocable, except as provided specifically in Section VIII of this Agreement. The Licenses created pursuant to this Agreement are not personal and shall be deemed to constitute a covenant running with the land as hereinafter provided. The Licenses created herein shall not be assignable nor transferable, except in connection with the sale, assignment, conveyance, judicial foreclosure, Public Trustee's foreclosure sale, or conveyance in lieu of foreclosure of the Property.

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II. NON-EXCLUSIVE LICENSE FOR INGRESS AND EGRESS

2.1 The Seller grants a non-exclusive License coupled with an interest to the Buyer for ingress and egress free of charge for all types of vehicular traffic by the Buyer and its tenants, employees, agents, guests and invitees to and from a public street to the Parking Area and to the Property over and across sidewalks and private service roads on the Parking Area. The Seller shall provide direct vehicular access from the Property, the paved parking areas, and any parking structures to a public street by way of the system of paved private service roads on the Parking Area. The Seller reserves the right to redesign, remove, and reconstruct from time to time the alignment and specific location of the network of sidewalks and the system of paved private service roads on the Seller's Property to conform to the then best overall development and use of the Seller's other property, as determined by the Seller in the reasonable exercise of its discretion. The Buyer specifically acknowledges that the location of the vehicular ingress and egress through the Parking Area may change from time to time as provided in this Agreement.

2.2 Seller hereby grants to Buyer for the benefit of Buyer, its successors and assigns and Buyer's Occupants and Permittees, and for the benefit of the Property, a License coupled with an interest for the egress and ingress and access by pedestrians over and between the second floors of Hospital and the MOB by way of the Walkway.

2.3 Buyer hereby grants to Seller for the benefit of Seller and its successors and assigns and Occupants and Permittees, and for the benefit of the real estate on which the Hospital is situated, a License coupled with an interest for the ingress and egress and access by pedestrians over and between the second floors of the Hospital and the MOB by way of Walkway.

2.4 Buyer shall have the right to construct the Walkway between the Hospital and the MOB, subject to the prior approval by Seller of the plans and specifications for the construction of the Walkway, which approval shall not be unreasonably withheld. The construction shall be

accomplished in the most expeditious and prompt manner possible and with the least disruption to the Hospital's operations. Construction of the Walkway shall be completed no later than the date on which the Certificate of Occupancy for the MOB is issued by the appropriate authorities. Buyer shall pay all costs and expenses associated with the construction of the Walkway and hereby agrees to indemnify and hold Seller harmless from and against all claims for damages, expenses or losses attributable to the performance of such construction work. Buyer, at its sole cost and expense, shall be responsible for cleaning and upkeep, and making all necessary repairs to the Walkway, and otherwise maintaining the Walkway in good and safe condition. Buyer and Seller shall not charge any money or fee, or other consideration to each other or to Occupants and Permittees for the use of the Walkway.

III. NON-EXCLUSIVE LICENSE FOR PARKING

3.1 The Seller grants a non-exclusive License coupled with an interest to the Buyer to use free of charge, except as stated elsewhere in this Agreement, one hundred fifty (150) paved parking spaces in the Parking Area. The Buyer, and each of the Buyer's tenants and their respective agents, employees, guests, invitees, visitors, and patients shall have the right to use the Parking Area for the limited purpose of parking motor vehicles on it, subject to the terms and conditions of this Agreement.

3.2 No fences, barricades, nor other obstacles shall be erected or permitted upon the Parking Area, if such fences, barricades, or other obstacles would interfere with the rights and duties created by this Agreement. None of the parking spaces, which are the subject of this Agreement, shall be designated, reserved, or guaranteed for use by specific individuals, except to the extent to which the Seller may from time to time designate in the Rules and Regulations for the Parking License that certain parking spaces shall be reserved for the exclusive use of tenants of the MOB, who are also physicians on the staff of the Davis Hospital and Medical Center (hereinafter the "Hospital"). The Seller specifically reserves the right to use such parking spaces on a space available basis and to permit the Seller's agents, employees, guests, invitees, visitors, and patients to use the Parking Area to park motor vehicles on it.

3.3 To the extent to which the Seller may designate one or more parking spaces to be reserved for the purposes identified in the preceding paragraph, the total number of parking spaces which the Buyer is licensed to use under this Agreement shall not be increased nor decreased. For

example, if the Seller should designate an area of twenty-five (25) parking spaces to be reserved for physicians, who are tenants in the MOB, such twenty-five (25) parking spaces shall be counted as part of the parking spaces which the Buyer is licensed to use under this Agreement.

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IV. TERM OF THE LICENSES

4.1 The initial term of the Licenses granted hereunder shall be forty (40) years (the "Initial Term"), and may be renewed by Buyer for two (2) additional ten (10) year terms (the "Renewal Terms") upon the written notice by Buyer to Seller of its exercise of this renewal right prior to the expiration of its then existing term.

4.2 Exercise of the Licenses, which this Agreement creates, shall be subject to reasonable rules and regulations for access and use, as promulgated and amended subsequently by the Seller from time to time. Such rules and regulations shall be applied equally to all users of the Parking Area and Walkway.

V. MAINTENANCE AND INSURANCE

5.1 The Buyer, at its sole cost and expense, shall maintain the Parking Area and Walkway in an attractive condition and good state of repair. The Buyer shall maintain and operate the Parking Area in conformance with all applicable local ordinances to allow the continued use of the Parking Area for parking, ingress, and egress purposes during the term of the Licenses. The Seller shall include the Parking Area and Walkway within the description of land covered by the Seller's comprehensive general liability insurance policy. Each party shall maintain at its expense adequate personal injury and property damage insurance in amounts not less than five hundred thousand dollars (\$500,000.00) with respect to any one injury, one million dollars (\$1,000,000.00) with respect to any one accident, and two hundred fifty thousand (\$250,000.00) with respect to property damage. Each party shall provide the other with a copy of its respective certificates of insurance upon request.

VI. THIRD PARTY BENEFICIARIES

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6.1 The Seller and the Buyer execute this Agreement with the specific intent to confer benefits directly only upon themselves. The Seller and the Buyer do not intend to confer any direct benefits on any agents, employees, guests, tenants, invitees, visitors, or sublicensees of the Buyer, as third party beneficiaries of this Agreement or in any other capacity. In the absence of a sale of the Property to such persons, such persons are merely incidental, gratuitous beneficiaries of this Agreement without any rights under this Agreement or any right to enforce this Agreement. Such persons may, however, make use of the licenses created by this Agreement to the limited extent to which the Buyer may permit such use, if such persons use such licenses in a manner consistent with the terms and conditions of this Agreement.

VII. NON-SEVERABILITY OF LICENSES

7.1 These Licenses shall remain appurtenant at all times to the Property and they shall not be transferred, assigned, leased, nor otherwise conveyed separately from title to the Property. During the term of this Agreement, the Seller and the Buyer shall have no right to charge any person for using one or more of the Buyer's parking spaces.

VIII. RIGHT TO REVOKE LICENSES

8.1 The non-exclusive License for the parking of motor vehicles, which is granted in Section III of this Agreement, shall be revoked and terminated automatically by the passage of time (as provided in Section 12.2), if the Buyer does not cure within the time period, which is provided in Section 12.2 of this Agreement, a default in its failure to pay the Parking License Fee. If the Buyer does not timely cure such default in the Buyer's failure to pay the Parking License Fee, the non-exclusive License for vehicular ingress and egress to the Parking Area and pedestrian access and ingress and egress on the Walkway, which is granted in Section II of this Agreement, shall not be revoked or terminated solely because of such failure to cure a default in the Buyer's obligation to pay the Parking License Fee.

8.2 The Seller retains the unilateral right to revoke the Licenses which are granted in this Agreement, and to release portions of the Parking Area from the burdens of this Agreement only to the extent to which:

8.2.1 The Seller shall construct a parking structure, medical office building or other structure on such other portion of the Parking Area; or

8.2.2 The Seller shall sell, lease, or otherwise convey any portion of the Parking Area to a third party for the purpose of constructing a parking structure, medical office building or other structure on any portion of the parking area.

8.3 The Seller shall exercise the foregoing unilateral right to release such portion of the Parking Area from the burdens of this Agreement by providing the Buyer with written notice of such release.

8.4 If the Seller exercises its unilateral right to partially revoke the licenses, which are granted under this Agreement, and to release portions of the Parking Area from the burdens of this Agreement to the extent and in the manner provided in this Paragraph VIII, the Seller must and shall continue to provide the Buyer with vehicular ingress and egress from the Property to the adjacent public streets across the remaining portions of the Parking Area and provide, convenient to the property, non-exclusive access to one hundred fifty (150) paved parking spaces on which the Seller has not constructed a structure and which the Seller has not conveyed to a third party for the purpose of constructing a structure on such portion of the Parking Area.

8.5 Nothing in this Section VIII shall be construed to permit the Seller to eliminate completely the non-exclusive License for vehicular ingress and egress, which is granted in Section II of this Agreement. However, the Seller may continue to exercise its rights to revoke the Licenses, which are granted in this Agreement and to release portions of the Parking Area from the burdens of this Agreement for as long as the Seller continues to provide the Buyer with vehicular ingress and egress from the Property to the adjacent public streets through the remaining portions of the Parking Area, which have not been released from the burdens of the Agreement.

8.6 If title to all or any portion of the Property is reconveyed to the Seller, the interests and licenses, which the Seller has granted in this Agreement, shall be deemed to have been merged in the Seller and, therefore, terminated automatically and immediately upon such reconveyance, to the extent of such merger of title in the Seller. The non-exclusive License for vehicular ingress and egress, which the Seller has granted in Section II of this Agreement, shall, otherwise, be irrevocable and non-terminable, except as stated in this Section VIII.

IX. ENFORCEMENT

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9.1 If any party or other person, who is entitled to any benefit under this Agreement, incurs costs, attorneys' fees, or both in enforcing this Agreement, the party or person against whom the enforcement is obtained shall pay all costs and reasonable attorney's fees, which may be incurred by the party or person who obtains enforcement of this Agreement.

X. ASSIGNMENT

10.1 The rights and benefits of this Agreement shall not be assignable by the Buyer without the prior written consent of the Seller.

XI. BINDING ON SUCCESSORS AND ASSIGNS

11.1 This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, transferees, and assigns.

XII. PARKING LICENSE FEE

12.1 In consideration of the grant of Licenses hereunder and as a transaction separate from the sale of the Property to the Buyer, the Buyer shall pay Seller an annual fee of One Thousand Dollars (\$1,000.00). Said fee will increase by an amount equal to Five Thousand Seven Hundred Dollars (\$5,700.00) on the tenth anniversary of the agreement and will increase in an amount equal to the cumulative increase in the CPI, or similar successor index or measure, on each anniversary thereafter. The fee shall be due and payable on the tenth day of each month during the initial term of this Agreement, and any subsequent Renewal Terms, beginning on the first day of the month (herein the "Effective Date") following the issuance of the certificate of occupancy for the MOB. The Seller and Buyer agree that the execution of this instrument by the parties is supported by mutual, adequate, and sufficient consideration.

12.2 If the Buyer fails to pay a monthly installment of the parking license fee to the Seller within thirty (30) days of the date on which it is due, the Seller shall give the Buyer written notice of the Buyer's breach of its promise to pay the parking license fee within the thirty (30) day period

required by this Agreement. If the Buyer fails to pay the full amount of the parking license fee within thirty (30) days after the Buyer receives such written notice of its failure to pay the parking license fee, the non-exclusive parking license fee granted in Section III of this Agreement, but not the non-exclusive license for ingress and egress granted in Section II of this Agreement, shall consequently be revoked and terminated automatically on the 11th day after the date on which the Buyer or its assignee receive such written notice from the Seller of the Buyer's breach of its promise to pay the parking license fee within such thirty (30) day period, and the Buyer and its assignee, if any, shall have no further parking rights under this Agreement. Seller shall also be required to notify the mortgagee of the Buyer's property of the default by Buyer under this section. Mortgagee shall then have twenty (20) days from receipt of said written notice to cure the default of Buyer.

XIII. MISCELLANEOUS PROVISIONS

13.1 This Agreement may be amended only by a writing signed by the party against whom enforcement may be sought. It may not be amended by an oral agreement of the parties.

13.2 The Seller and the Buyer do not intend to create a partnership or joint venture relationship by the execution of this Agreement. The Seller and the Buyer do not have a partnership or joint venture interest in the Parking Area or the Property, and they do not have an arrangement to share jointly in any profits and losses, derived from use of the licensed areas.

13.3 Time is of the essence in the performance and satisfaction of all of the terms, conditions, contingencies, and warranties of this Agreement.

13.4 The Seller and the Buyer do not intend by executing this document or any other document to create any easement or easement right in themselves or any other person. The parties intend by executing this document only to create certain licenses and rights under those licenses.

XIV. NOTICES

14.1 Any notice, which may be required or permitted to be made under this Agreement, shall be in writing and may be served personally by hand delivery or by mail. Any notice, which is given by hand delivery, shall be deemed to have been effectively given when it is delivered personally to the party or person indicated below. Any such notice shall be deemed to have been effectively given by mail when it has been deposited in the United States Mail, first-class postage,

certified mail, return receipt requested, postage prepaid, and addressed to the parties to this Agreement and their respective representatives at the following addresses:

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If to Seller: Director of Facilities Management
Columbia/HCA Healthcare Corporation
P.O. Box 740033
201 West Main Street
Louisville, Kentucky 40201-7433

With a copy to: Law Department
Columbia/HCA Healthcare Corporation
P.O. Box 740033
201 West Main Street
Louisville, Kentucky 40201-7433

If to Buyer: Lynn L. Summerhays
The Boyer Company
127 South 500 East, Suite 310
Salt Lake City, Utah 84102

With a copy to: Property Manager;
The Boyer Company
127 South 500 East, Suite 310
Salt Lake City, Utah 84102

XV. CONTROLLING LAW AND SEVERABILITY

15.1 This Agreement shall be governed by the laws of the State of Utah. If any provision of this Agreement is deemed to be unenforceable by statute, court decision, or otherwise, that provision shall be deemed severable and the balance of this Agreement shall remain in full force and effect.

EXHIBIT "1"

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The land referred to in this policy is situated in the State of Utah, County of Davis, and is described as follows:

BEGINNING on the North line of a street at a point North 89°47' East 24.75 feet along the Section line and North 0°03' East 33.0 feet from the South Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence North 89°47' East 550.0 feet along the North line of said street; thence North 0°02' West 113.50 feet; thence North 40°20'54" East 340.68 feet; thence North 89°47' East 334.95 feet to the Westerly line of Interstate Highway 15; thence along said Highway North 0°06' East 47.43 feet, and Northeasterly 482.38 feet along the arc of an 894.93 foot radius curve to the left, and North 28°48'07" West 366.01 feet to a point 120.0 feet and perpendicularly distant Southwesterly from the center line of said Highway; thence North 34°56' West 108.23 feet, more or less, along said Highway to the North line of the South Half of the Southeast Quarter of said Section 7; thence South 89°47' West 735.45 feet, more or less, along said line to the East line of a lane; thence South 0°03' West 1287.0 feet, more or less, along said lane to the point of BEGINNING.

LESS AND EXCEPTING those portions of the above described property previously conveyed by the Seller.

EXHIBIT "2"
LEGAL DESCRIPTION

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BEGINNING at a point located North 701.70 feet and East 3340.76 feet from the Southwest corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, said point is also the Northeast corner of the existing January 1994 Davis Hospital Building; thence North 0°19'13" West 5.00 feet; thence North 89°40'47" East 200.00 feet; thence South 0°19'13" East 52.50 feet; thence North 89°40'47" East 8.50 feet; thence South 0°19'13" East 32.50 feet; thence South 89°40'47" West 8.50 feet; thence South 0°19'13" East 40.50 feet; thence South 89°40'47" West 230.00 feet; thence North 0°19'13" West 11.92 feet to a point on South exterior wall line of existing hospital building; thence North 89°40'47" East 30.00 feet to Southeast corner of existing hospital building; thence North 0°19'13" West 108.58 feet along East wall of existing hospital to point of BEGINNING.

(Basis of bearing is from the Southwest corner of Section 7 to the South quarter corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, with said bearing being North 89°47'00" East.)