

F-019-1(4)
Ref. Parcel 1151A & 1161A

800 North Agreement-4/5/96

AGREEMENT

This Agreement is executed this 13th day of MAY 1996, by and between the following parties:

1. **City of Orem**, a political subdivision of the State of Utah, with its principal offices located at 56 North State Street, Orem, Utah 84057 (hereinafter referred to as "OREM")
2. **Utah Department of Transportation**, a Department of the State of Utah, with its regional office located at 825 North 900 West, Orem, Utah, 84057 (hereinafter referred to as "UDOT")
3. **YKK Beehive L.C.**, a Utah limited liability company with its principal offices located at 2740 Oneida Lane, Provo, Utah 84604 (hereinafter referred to as "PROSWOOD"),
4. **Healthtrust Inc.-The Hospital Company**, a Delaware Corporation, with its principal offices located at One Park Plaza, Nashville, Tennessee 37213 (hereinafter referred to as "HOSPITAL"),

ENT 64617 BK 4038 PG 76
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1996 AUG 7 1:40 PM FEE .00 BY JD
RECORDED FOR UTAH DEPARTMENT OF TRANSPOR

RECITALS

WHEREAS PROSWOOD and HOSPITAL shall hereinafter be collectively referred to as the "PROPERTY OWNERS;" and

M 4501 S. 2200 W
S.L.C. 84119

WHEREAS 800 North Street in Orem, Utah, (also known as SR-52), is a limited access highway owned by the State of Utah; and

WHEREAS 800 North Street is currently being developed with uses that will bring more traffic into the area; and

WHEREAS the proposed access plan governs 800 North Street from approximately 675 West to 900 West; and

WHEREAS these parties desire to enter into an agreement to provide safer and more convenient accesses from developments abutting 800 North Street;

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COVENANTS

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a Master Street Plan for access onto 800 North Street, north side, in Orem, Utah.

2. Access onto 800 North Street. The parties agree that 800 North Street shall be developed and accessed as shown on Exhibit "A", which is attached hereto and incorporated herein by reference. No other accesses onto 800 North Street shall be permitted without approval from UDOT and OREM. The PROPERTY OWNERS agree to vacate existing accesses that are not included on Exhibit "A" at such time that development plans are submitted for review and approval by OREM.

3. Development Responsibilities. The parties shall have the following responsibilities regarding the development of the 800 North Street as shown on Exhibit "A." All improvements required in this agreement shall be constructed according to the City of Orem Development Standards and Specifications (UDOT standards for areas within UDOT's right-of-way) and shall be completed on or before 1 July 1996, unless a different time is specified in this Agreement.

A. OREM. OREM shall do the following:

1. **Traffic Signals.** Engineer, coordinate, and install traffic signals at 800 West 800 North Street, when such signals are warranted by reference to the Manual of Uniform Traffic Control Devices (MUTCD), approved by UDOT, funds are available, and the independent contractor to be hired by OREM is able to schedule the job.

B. PROSWOOD. PROSWOOD shall do the following:

1. **Improvements.** Improve the north side of 800 North from 900 West to 800 West in accordance with their approved site plan and OREM and UDOT specifications and standards.

C. HOSPITAL. HOSPITAL shall do the following :

1. **Improvements.** Improve the north side of 800 North from 800 West to approximately 675 West in accordance to their approved site plan and OREM and UDOT specifications and standards.

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4. Lawful Agreement. The parties represent that each of them has lawfully entered into this Agreement, having complied with all relevant statutes, ordinances, resolutions, by-laws, and other legal requirements applicable to their operations.

5. Utah Law. This Agreement shall be interpreted pursuant to the laws of the State of Utah.

6. Time of Essence. Time shall be the essence of this Agreement.

7. Attorney's Fees. In the event that any party should be required to retain an attorney because of the default or breach of any other party, or to pursue any other remedy provided by law, the non-breaching or non-defaulting party shall be entitled to a reasonable attorney's fee, whether or not the matter is actually litigated.

8. Interpretation of Agreement. The validity of any portion of this Agreement shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

9. Amendments. No oral modifications or amendments to this Agreement shall be effective, but this Agreement may be modified or amended by written agreement.

10. No Presumptions. Should any provision of this Agreement require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation hereof.

11. Binding Effect. This Agreement shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.

12. Signature Pages. To expedite the signing of this Agreement, the parties agree that each party may sign its individual signature page and forward that page to OREM. The Agreement shall be considered executed when all parties have signed their respective pages and returned them to OREM.

800 North Agreement-4/5/96

SIGNED AND ENTERED INTO this 17 day of May, 1996

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CITY OF OREM

Michael Dyal
By Michael Dyal, City Manager

ATTEST:

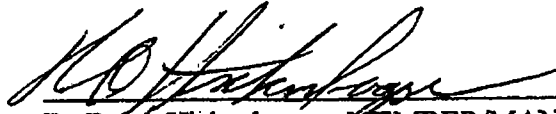
Charlene Mackay, Deputy
Melody Downey, City Recorder



SIGNED AND ENTERED INTO this _____ day of _____, 1996

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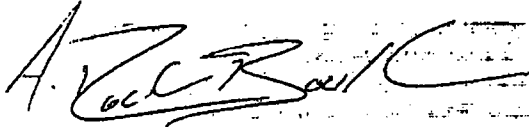
YKK BEEHIVE L.C.




By Ralph Hickenlooper, MEMBER/MANAGER

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The forgoing instrument was acknowledged before me this 10 day of April, 1996, by Ralph Hickenlooper, MEMBER/MANAGER of YKK Beehive L.C., a Utah limited liability company.



 NOTARY PUBLIC
A. ROCK BOULTER
310 South Main, Suite 308
Salt Lake City, Utah 84101
My Commission Expires
July 12, 1999
STATE OF UTAH

SIGNED AND ENTERED INTO this 13th day of MAY, 1996

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HEALTHTRUST INC.-THE HOSPITAL COMPANY

David J. Malone
By David J. Malone, VICE PRESIDENT

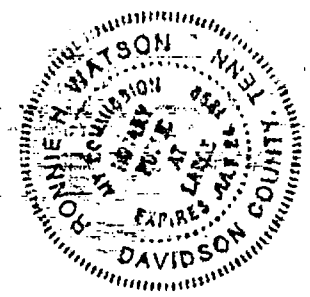
STATE OF Tennessee)
COUNTY OF Davidson) : ss.

The forgoing instrument was acknowledged before me this 13th day of MAY, 1996, by David J. Malone, Vice President of Healthtrust Inc.-The Hospital Company, a Delaware Corporation.

Ronnie H. Watson
NOTARY PUBLIC

My commission expires: July 24, 1999

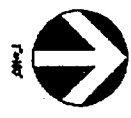
Residing at: Nashville, TN



STA 23+80

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EXHIBIT "A"



800 WEST
72' RW

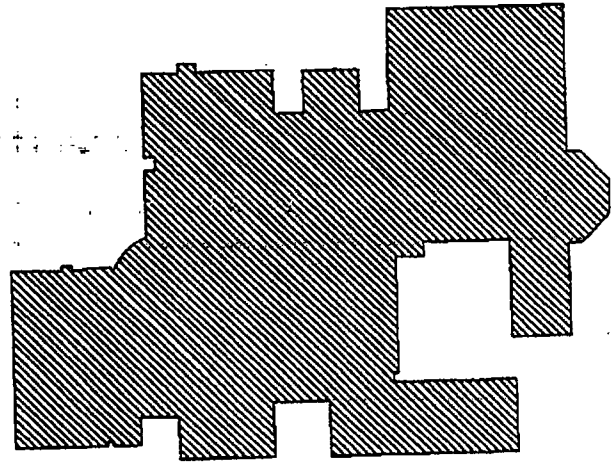
800 North

25+00

30+00

FUTURE SIGNAL

PROPOSED HOSPITAL



HOSPITAL
R1/RO

35+00

STA 36+74

Frontage Road

EXISTING SIGNAL

FUTURE SIGNAL

R1/RO

EXISTING INTERSECTION SIGNAL LIGHT

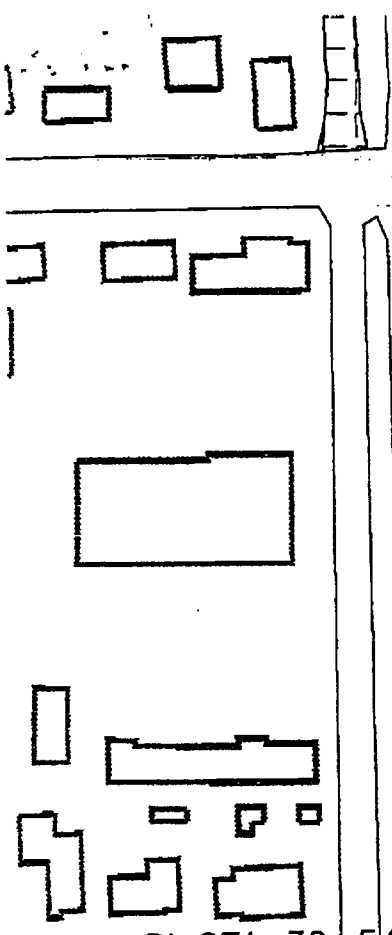
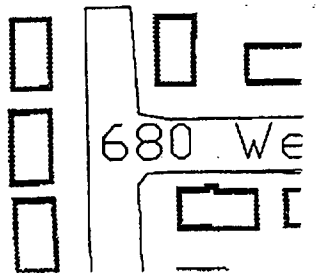
PROPOSED INTERSECTION SIGNAL LIGHT

RIGHT TURN W/RIGHT TURN OUT

STA 38+90
END PROPERTY

Sec. 9, 10
T6S R2E
SLM

680 West



PI STA 30+54