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WHEN RECORDED, MAIL TO:

David E. Gee, Esq.
Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

WAIVER OF EXISTING PURCHASE RIGHTS AND
AGREEMENT RE NEW RIGHT OF FIRST REFUSAL
(Ogden Regional Medical Arts Building)

THIS WAIVER OF EXISTING PURCHASE RIGHTS AND AGREEMENT RE NEW
RIGHT OF FIRST REFUSAL (this "Agreement") is executed as of the 30 day of January, 1999
(the "Effective Date") by and between COLUMBIA OGDEN MEDICAL CENTER, INC., a
Utah corporation dba Columbia Ogden Regional Medical Center ("Rights Holder") and BOYER-
OGDEN MEDICAL ASSOCIATES, LTD., a Utah limited partnership ("Owner").

A. Pursuant to that certain Ground Lease Agreement, by and between St. Benedict's
Hospital, a Utah nonprofit corporation ("SBH"), as lessor, and Owner, as lessee, dated as of
August 30, 1989, as amended by that certain First Amendment to Ground Lease Agreement,
dated as of October 3, 1997, between Rights Holder, as successor-in-interest to SBH, and Owner
(collectively, with any and all other amendments thereto or modifications thereof, whether oral
or in writing, the "Lease"), Rights Holder holds and/or claims certain Rights to Purchase (as
defined below) with respect to all or a portion of the real property, and the improvements and
personal property located thereon and therein, comprising that certain medical office building
commonly known as Ogden Regional Medical Arts Building, located near the intersection of
Adams Avenue and St. Benedict's Way, Washington Terrace, Utah (the "Property"). The real
property comprising a portion of such Property is more particularly described on Exhibit A
attached hereto.

B. In connection with Owner's contemplated conveyance of the Property to Health
Care Property Investors, Inc., a Maryland corporation ("HCPI") or an Affiliate (as defined
below) of HCPI (the "Current Transaction"), Rights Holder has agreed to irrevocably waive,
terminate, release and relinquish any Rights to Purchase in exchange for the grant by Owner of a
restated Right of First Refusal (as defined below) with respect to the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of
which are hereby acknowledged, Rights Holder and Owner agree and covenant as follows:

1. Definitions. As used in this Agreement:

1.1. "Affiliate" means any entity or individual which, directly or indirectly
(including through one or more intermediaries), controls or is controlled by or is under common
control with any other entity or individual. For purposes of this definition, the term "control"
(including the correlative meanings of the terms "controlled by" and "under common control")

EX 1608040 BK 1987 P62451
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with"), as used with respect to any entity or individual, shall mean the possession, directly or indirectly (including through one or more intermediaries), of the power to direct or cause the direction of the management and policies of such entity or individual, through the ownership or control of voting securities, partnership interests or other equity interests, by contract or otherwise.

1.2. "Exempt Future Transaction" means, at any time after the consummation of the Current Transaction, (a) any sale, transfer or other conveyance of the Property or any portion thereof or interest therein by HCPI or its Affiliate to another Affiliate of HCPI, (b) a sale or transfer of all or substantially all of the outstanding stock of HCPI, or a sale or transfer of all or substantially all of the assets of HCPI or (c) a merger, consolidation or stock or equity exchange to which HCPI is a party.

1.3. "Rights to Purchase" means, collectively, any and all rights of first refusal, rights of first offer, and/or options (whether or not denominated as such) now or conditionally existing in favor of, and/or claimed to exist by, Rights Holder with respect to the sale or disposition of all or any portion of the Property (or any interest therein) or the ownership interests of Owner (including, without limitation, any such rights or options set forth in or derived from any document, instrument, or agreement or understanding, whether oral or in writing, to which Rights Holder, its Affiliates, or any of their respective predecessors-in-interest is a party or in which any of them have any rights) (individually, each such right or option may hereinafter be referred to as a "Right to Purchase"). Without limiting the provisions of the foregoing, the definition of Rights to Purchase shall include those rights set forth in Sections 10.2, 10.3 and 10.4 of the Lease.

2. Waiver with Respect to the Current Transaction. Rights Holder hereby irrevocably waives all Rights to Purchase it may have by virtue of the Current Transaction (or the contemplation thereof). Rights Holder hereby waives any right to receive notice of the Current Transaction (or the contemplation thereof) pursuant to any Right to Purchase.

3. Release of Rights to Purchase. Rights Holder hereby irrevocably waives, releases and relinquishes any and all of its Rights to Purchase from and after the Effective Date, and agrees that, from and after the Effective Date, any and all such Rights to Purchase are terminated and shall be null, void and of no further force or effect.

4. No Third-Party Claims to Rights to Purchase. Rights Holder represents and warrants to Owner that, on and as of the Effective Date, (i) Rights Holder is the owner/holder of each and every Right to Purchase, no Affiliate of Rights Holder holds any Right to Purchase affecting the Property (or any portion thereof) and neither Rights Holder nor any of its Affiliates has any outstanding claim with respect thereto, (ii) Rights Holder has not voluntarily or involuntarily transferred, conveyed, assigned, pledged, hypothecated or modified in any manner any of its right, title and interest in and to the same, and (iii) each such Right to Purchase is otherwise free and clear of any and all claims of any other entities or individuals.

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5. Grant of New Right of First Refusal to Purchase. From and after the Effective Date through the expiration or earlier termination of the Lease, Rights Holder shall have a Right of First Refusal (as defined below) as set forth in this Section 5.

5.1. If (i) Owner shall receive a bona fide offer or counter offer from any third party for the purchase or acquisition of the Property or any part of or interest therein (any such purchase or acquisition shall hereinafter be referred to as a "Sale Transaction"), which offer Owner desires to accept (or has accepted subject to Rights Holder's Right of First Refusal), or (ii) Owner desires to consummate a Sale Transaction or make a bona fide offer to consummate a Sale Transaction, then in any such event Owner shall promptly deliver to Rights Holder a written notice (the "ROFR Notice") setting forth the material terms and conditions of the proposed Sale Transaction, and if available, a copy of the proposed offer or counter offer with respect thereto. Rights Holder may, by giving written notice to Owner within thirty (30) days after Rights Holder's receipt of the ROFR Notice, elect to purchase (the "Right of First Refusal") the Property or such portion of or interest in the Property which is subject to the proposed Sale Transaction and described in the ROFR Notice (which Property or portion of or interest in the Property, is hereinafter called the "Offer Property"), on the same terms and conditions as those set forth in the ROFR Notice (except that Rights Holder shall be credited, against the purchase price to be paid by Rights Holder, the sum equal to the amount of the brokerage commission, if any, which Owner shall save by consummation of the Sale Transaction of the Offer Property with Rights Holder). The failure of Rights Holder to exercise its Right of First Refusal with respect to any proposed Sale Transaction which is subject to Rights Holder's Right of First Refusal shall not result in the termination of Rights Holder's Right of First Refusal hereunder, i.e., this Right of First Refusal shall be a continuing right binding upon the purchaser or transferee of such Offer Property with respect to all subsequent proposed Sale Transactions of the Property or any portion thereof or interest therein. Notwithstanding the foregoing, however, in the event that Rights Holder does not exercise its Right of First Refusal as provided herein, Owner shall be free until the later to occur of (i) one hundred twenty (120) days after the expiration of said thirty (30) day period and (ii) the closing date specified in the ROFR Notice, to consummate a Sale Transaction of the Offer Property to the party specified in the ROFR Notice (or any Affiliate thereof) at a price and upon terms no less favorable to Owner than those so offered to Rights Holder pursuant to the ROFR Notice. If Rights Holder elects to exercise its Right of First Refusal within the time and in the manner herein provided, then such Sale Transaction shall be consummated on or before the date specified for closing in the terms of the ROFR Notice at the price and otherwise in accordance with the terms and conditions of such ROFR Notice applicable to Rights Holder as herein provided.

5.2. Notwithstanding anything to the contrary in Section 5.1, if and only if, (1) the proposed Sale Transaction includes property in addition to the Offer Property, or (2) in connection with the proposed Sale Transaction of the Offer Property as set forth in the ROFR Notice, Owner or an Affiliate of Owner is also proposing to sell concurrently or substantially concurrently with the sale of the Offer Property other property of Owner or an Affiliate of Owner to the same third-party and/or its Affiliates, then the following shall apply:

(a) Rights Holder's Right of First Refusal, as provided herein, shall apply only with respect to the Offer Property;

(b) With respect to the circumstances described in clause (1) above, if the terms of the proposed Sale Transaction do not specifically allocate a purchase price to the Offer Property, Owner shall reasonably determine the same and include such allocation in Owner's ROFR Notice to Rights Holder; and

(c) If Rights Holder shall timely and properly exercise its Right of First Refusal to purchase the Offer Property as provided in Section 5.1, the purchase price payable by Rights Holder shall be the price set forth in the ROFR Notice (or the amount allocated to the Offer Property as provided in clause (b) above, as the case may be) (the "Offer Price"), unless concurrent with Rights Holder's exercise of such Right of First Refusal, Rights Holder shall deliver written notice to Owner that Rights Holder objects to the Offer Price for the Offer Property as set forth in the ROFR Notice, then the purchase price payable by Rights Holder for the Offer Property shall be the fair market value of the Offer Property determined in accordance with the appraisal procedures set forth in this clause (c). Within forty-five (45) days after Rights Holder's timely exercise of its Right of First Refusal and objection to the Offer Price for the Offer Property, (1) Rights Holder shall deposit with an escrow agent reasonably satisfactory to Owner immediately available funds totaling the Offer Price, and (2) Owner and Rights Holder shall cause a nationally recognized appraisal firm mutually selected by Owner and Rights Holder, in which one or more of the members, officers or principals of such firm are members of the American Institute of Real Estate Appraisers (or any successor organization thereto), to determine the fair market value of the Offer Property as of the relevant date (giving effect to the impact, if any, of inflation from the date of such appraiser's decision to the relevant date) and to deliver to Owner and Rights Holder a written report of the same. In the event that Owner and Rights Holder cannot agree upon an appraiser as set forth above, then an arbitrator appointed pursuant to Section 11 below shall select such appraiser meeting the qualifications set forth above to conduct such appraisal. The determination of such appraiser shall be final and binding upon the parties. This provision for determination by appraisal shall be specifically enforceable to the extent such remedy is available under applicable law, and any determination hereunder shall be final and binding upon the parties except as otherwise provided by applicable law. Owner and Rights Holder shall each pay one-half of the fees and expenses of such appraiser and one-half of all other costs and expenses incurred in connection with such appraisal.

5.3. If any consideration to be paid to Owner pursuant to any proposed Sale Transaction as specified in the ROFR Notice is in a form other than cash, seller take-back financing, cash earn-outs and/or any other form of deferred cash consideration (collectively, "Cash/Credit Consideration"), then if Rights Holder timely and properly exercises its Right of First Refusal with respect to such Sale Transaction, Rights Holder shall pay a purchase price for such proposed Sale Transaction in an amount equal to the sum of the Cash/Credit Consideration in accordance with the ROFR Notice together with an amount equal to the present fair market value of any such non-Cash/Credit Consideration at the time of consummation of such Sale Transaction.

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5.4. Notwithstanding any term or provision in this Agreement, Rights Holder's Right of First Refusal provided for in this Section 5 shall not (i) arise in connection with or as a result of any Exempt Future Transaction or (ii) be exercisable if Rights Holder is in default beyond all applicable cure periods under the Lease or any agreement pursuant to which it claims the right to possess all or any portion of the Property. Owner shall provide notice to Rights Holder with respect to any Exempt Future Transaction which constitutes a conveyance of title to the Property as contemplated, among other things, in Section 1.2(a) above.

6. Third-Party Beneficiaries. Rights Holder acknowledges and agrees that HCPI and its successors and assigns are intended as third-party beneficiaries of the terms and provisions set forth in this Agreement, and that Owner and HCPI (and its successors and assigns) may rely on this Agreement in consummating the Current Transaction. Except as provided in the foregoing sentence, the provisions of this Agreement are and will be for the benefit of Owner and Rights Holder only and are not for the benefit of any third party, and accordingly, no third party (other than HCPI or its successors or assigns) shall have the right to enforce the provisions of this Agreement.

7. Assignment. Without further action on the part of the parties hereto or any other entity or individual, upon the date of recordation of a deed executed by Owner conveying fee title to the Property, (i) the rights and obligations under this Agreement shall be deemed assigned to and assumed by the grantee named therein, (ii) the grantor named therein shall not have any responsibility or liability for or in connection with the payment or performance of any obligation of Owner under this Agreement which arises after such date of recordation, and (iii) thereafter such grantee shall be deemed the "Owner" for all purposes hereunder. None of the right, title or interest of Rights Holder under this Agreement shall be assigned or otherwise transferred by Rights Holder without the prior express written consent of Owner, which consent Owner may withhold in its sole and absolute discretion; provided, however, that the rights and obligations of Rights Holder under this Agreement shall follow and be deemed to be assigned, without the need of further action or specific reference thereto by Rights Holder or Owner, to the assignee of all of Rights Holder's right, title or interest in and to the Lease so long as (i) such assignment by Rights Holder is made in accordance with the terms and conditions governing assignment set forth in the Lease and (ii) the assignee of such assignment assumes in writing the duties and obligations of Rights Holder hereunder.

8. Notices. Any notice pursuant to this Agreement shall be given in writing by (a) personal delivery, (b) reputable overnight delivery service with proof of delivery, (c) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (d) legible facsimile transmission, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith. Any notice so given shall be deemed to have been given upon receipt or refusal to accept delivery, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a), (b) or (c) above. Unless changed in accordance with the preceding sentence, the addresses for notices given pursuant to this Agreement shall be as follows:

If to Rights Holder: Columbia Ogden Medical Center, Inc.
c/o Columbia/HCA Healthcare Corporation
One Park Plaza
Nashville, Tennessee 37203
Attention: Vice President, Real Estate
Facsimile No.: (615) 344-2137

with a copy to: Columbia/HCA Healthcare Corporation
One Park Plaza
Nashville, Tennessee 37203
Attention: Legal Department
Facsimile No.: (615) 344-2598

and James J. Kendig, Esq.
Waller Lansden Dortch & Davis
A Professional Limited Liability Company
511 Union Street, Suite 2100
Nashville, Tennessee 37219-1760
Facsimile No.: (615) 244-6804

If to Owner: Boyer-Ogden Medical Associates, Ltd.
c/o The Boyer Company, L.C.
127 South 500 East, Suite 100
Salt Lake City, Utah 84102
Attention: Steven B. Ostler
Telephone No.: (801) 521-4781
Facsimile No.: (801) 521-4793

with copies to: HCPI/Utah, LLC
4675 MacArthur Court, Suite 900
Newport Beach, California 92660
Attention: Edward J. Henning, Esq.
Telephone No.: (949) 221-0600
Facsimile No.: (949) 221-0607

Parr Waddoups Brown Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111
Attention: David E. Gee, Esq
Telephone No.: (801) 532-7840
Facsimile No.: (801) 532-7750

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and

Latham & Watkins
650 Town Center Drive, 20th Floor
Costa Mesa, California 92626
Attention: David C. Meckler, Esq.
Telephone No.: (714) 540-1235
Facsimile No.: (714) 755-8290

9. Amendment of Lease; Effect of Agreement. From and after the Effective Date, the terms of this Agreement shall be deemed to be incorporated in the Lease. The parties hereto affirm that, as modified pursuant to this Agreement, the 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 any other document, instrument or agreement to which Rights Holder, its Affiliates or their respective predecessors-in-interest are a party, the terms of this Agreement shall control; provided, however, that this Agreement shall not be deemed to modify or terminate any of Rights Holder's rights of first refusal, if any, to lease the Property or a portion thereof.

10. Governing Law. This Agreement shall be governed by the laws of the state in which the Property is located, without reference to the choice of laws rules of such state.

11. Arbitration. Except as provided below in this Section 11 below, any controversy, dispute or claim of whatsoever nature arising out of, in connection with, or in relation to the interpretation, performance or breach of this Agreement, including any claim based on contract, tort or statute, shall be determined by final and binding, confidential arbitration in accordance with the then current CPR Institute for Dispute Resolution Rules for Non-Administered Arbitration of Business Disputes ("CPR"), by a sole arbitrator selected from among the CPR Panel of Distinguished Neutrals; provided, however, that if the CPR (or any successor organization thereto) no longer exists, then such arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its then-existing Commercial Arbitration Rules, and the sole arbitrator shall be selected in accordance with such AAA rules. Any arbitration hereunder shall be governed by the United States Arbitration Act, 9 U.S.C. 1-16 (or any successor legislation thereto), and judgment upon the award rendered by the arbitrator may be entered by any state or federal court having jurisdiction thereof. Neither each party hereto nor the arbitrator shall disclose the existence, content or results of any arbitration hereunder without the prior written consent of all parties; provided, however, that either party may disclose the existence, content or results of any such arbitration to its partners, officers, directors, employees, agents, attorneys and accountants and to any other entity or individual to whom disclosure is required by applicable law, including pursuant to an order of a court of competent jurisdiction. Unless otherwise agreed by the parties, any arbitration hereunder shall be held at a neutral location selected by the arbitrator in the major metropolitan area in the state closest in proximity to the Property. The cost of the arbitrator and the expenses relating to the arbitration (exclusive of legal fees) shall be borne equally by each party hereto unless otherwise specified in the award of the arbitrator. Such fees and costs paid or payable to the arbitrator shall be included in "court costs and reasonable attorneys' fees" for purposes of Section 12 below and the arbitrator shall specifically have the power to award to the prevailing party pursuant to such

Section 12 such party's costs and expenses incurred in such arbitration, including fees and costs paid to the arbitrator.

Notwithstanding the foregoing, the provisions of this Section 11 shall not apply to any request or application for an order or decree granting any provisional or ancillary remedy (such as a temporary restraining order or injunction) with respect to any right or obligation of either party to this Agreement, and any preliminary determination of the underlying controversy, dispute, question or issue as is required to determine whether or not to grant such relief. A final and binding determination of such underlying controversy, dispute, question or issue shall be made by an arbitration conducted pursuant to this Section 11 after an appropriate transfer or reference to the arbitrator selected pursuant to this Section 11 upon motion or application of either party hereto. Any ancillary or provisional relief which is granted pursuant to this paragraph shall continue in effect pending an arbitration determination and entry of judgment thereon pursuant to this Section 11.

12. Attorneys' Fees. In the event any party hereto fails to perform any of its obligations under this Agreement or the transactions contemplated hereby or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all reasonable costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including court costs and reasonable attorneys' fees.

13. Successors and Assigns. This Agreement shall be binding upon each party hereto and its respective successors and assigns.

14. Severability. If any term or provision of this Agreement or any application thereof shall be held invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

15. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be changed or modified except by an agreement in writing signed by the parties hereto. Rights Holder and Owner hereby agree that all prior or contemporaneous oral understandings, agreements or negotiations relative to the subject matter hereof are merged into and revoked by this Agreement.

16. Interpretation. All provisions of this Agreement shall be interpreted according to their fair meaning and shall not be strictly construed against any party.

[Signature page follows]

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IN WITNESS WHEREOF, Rights Holder and Owner have executed this Agreement as of the date first set forth above.

"RIGHTS HOLDER"

COLUMBIA OGDEN MEDICAL CENTER, INC.,
a Utah corporation dba Columbia Ogden Regional
Medical Center

By: Howard K. Patterson

Name: Howard K. Patterson
Title: Vice President, Real Estate

"OWNER"

BOYER-OGDEN MEDICAL ASSOCIATES,
LTD., a Utah limited partnership, by its general
partner, The Boyer Company, L.C., a Utah limited
liability company

By: H. Roger Boyer

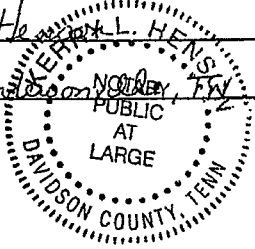
Name: H. Roger Boyer
Title: Chairman and Manager

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STATE OF TENNESSEE)
) ss.
COUNTY OF DAVIDSON)

The foregoing instrument was acknowledged before me this 12 day of January, 1999,
by Howard K. Patterson, the Vice President, Real Estate of Columbia Ogden Medical Center,
Inc., a Utah corporation, dba Columbia Ogden Regional Medical Center.

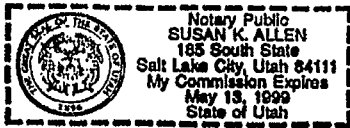
Berry L. Henderson
NOTARY PUBLIC
Residing at: Henderson, TN



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

The foregoing instrument was acknowledged before me this 20 day of January, 1999,
by H. Roger Boyer, the Chairman and Manager of The Boyer Company, L.C., a Utah limited
liability company, general partner of Boyer-Ogden Medical Associates, Ltd., a Utah limited
partnership.



Susan K Allen
NOTARY PUBLIC
Residing at: Salt Lake County, UT

Et 1608040 BK1987 PG2461

EXHIBIT "A"

Description of Real Property

Real property situated in Weber County, State of Utah, more particularly described as follows:

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.

(Continued)

07-053-0054

REAL PROPERTY DESCRIPTION CONTINUED

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.

(Continued)

REAL PROPERTY DESCRIPTION CONTINUED

PARCEL 4:

The non-exclusive easements, licenses, rights and privileges, appurtenant to PARCELS 1, 2 and 3 described above, for the installation, maintenance and connection to all underground utilities upon or under those portions of the following described land upon which no buildings or other improvements are located (other than utility, landscaping, parking, road, or sidewalk improvements), and the nonexclusive easements, appurtenant to PARCELS 1, 2 and 3 described above, for vehicular and pedestrian ingress and egress to and from nearby public streets and roadways upon and across the roads, driveways, and sidewalks located from time to time upon the following described land, for driveway purposes (upon and across that portion of the land described in Exhibit "D" of the Replacement Cross-Easement Agreement referred to below, lying within the bounds of the following described "MRI BUILDING PARKING AND ACCESS PARCEL"), and for the parking of vehicles upon non-reserved parking areas located from time to time upon said land, as the same were created pursuant to that certain Replacement Cross-Easement Agreement recorded September 6, 1989 as Entry No. 1088238 in Book 1567 at Page 755 of the Official Records of the Weber County Recorder, to-wit:

MRI BUILDING PARCEL:

07-053-0043
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

(Continued)

REAL PROPERTY DESCRIPTION CONTINUED

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.

MRI BUILDING PARKING AND ACCESS PARCEL: 07-053-0053
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.