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Prepared by and return to:

Fainsbert Mase & Snyder, LLP
11835 West Olympic Boulevard
Suite 1100
Los Angeles, CA 90064
Attn: Lawrence A. Snyder, Esq.

DECLARATION OF EASEMENT AGREEMENT

THIS DECLARATION OF EASEMENT AGREEMENT ("Agreement") is made as of October 16, 1998, by and between Brookwood Center Development Corporation, an Alabama corporation ("Grantor"), and NSC 31, L.L.C., an Alabama limited liability company ("Grantee"), based on the following facts:

A. Grantor is the owner of that certain real property located on the southeast corner of the intersection of Yeager Parkway and Alabama Highway 31, in Shelby County, Alabama, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Land").

B. Grantor has leased to Grantee that portion of the Land which is legally described on Exhibit "B" attached hereto and made a part hereof (the "Ground Leased Premises") pursuant to that certain Ground Lease of even date herewith (the "Ground Lease"). Grantee will be the owner of the certain improvements to constructed on the Ground Leased Premises. The Land, less and except the Ground Leased Premises, is referred to in this Agreement as the "Easement Property".

C. Grantor desires to grant to Grantee certain non-exclusive easements over and across the Easement Property for parking, vehicular and pedestrian ingress and egress, and utilities to and from the Ground Leased Premises and adjoining public streets, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants of and benefits to the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference, and further agree as follows:

1. **DEFINITIONS** As used in this Agreement, the following terms shall have the meanings indicated.

A. "Mortgage" shall mean any mortgage encumbering Grantee's interest in the Ground Leased Premises, now existing or hereafter given in good faith and for value.

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B. "Mortgagee" shall mean any lender, its successors and assigns, including without limitation any savings and loan association, commercial bank, savings bank, insurance company, pension trust or real estate investment trust, holding the beneficial interest under a Mortgage.

C. "Owner" shall mean (i) a Person owning fee title to any portion of the Land (including, without limitation, Grantor), (ii) a ground lessee of any portion of the Land (including, without limitation, Grantee), and (iii) the successors and assigns of any Owner.

D. "Permittees" shall mean the officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees, lessees, tenants, subtenants, and concessionaires of any Owner, its successors and assigns, and any other Person authorized hereunder or otherwise to be on the Land.

E. "Person" or "Persons" shall mean individuals, partnerships, associations, trusts, corporations and any other form of business entity, or one or more of them, as the context may require.

2. EASEMENTS

A. Access Easement.

(1) Grantor, as the fee owner of the Easement Property and all roads, driveways, sidewalks, parking areas, and similar facilities now or hereafter located on the Easement Property (collectively, the "Grantor Property Interests") hereby grants to Grantee, its successors and assigns (including without limitation the interest of any successor in interest of Grantee to any portion of the Ground Leased Premises as a result of the foreclosure of any Mortgage or taking of a deed in lieu of foreclosure of any Mortgage encumbering Grantee's interest in the Ground Leased Premises) as an appurtenance to and for the benefit of the Ground Leased Premises, an irrevocable, perpetual, non-exclusive easement on, over and across all roads, driveways, sidewalks, parking areas, and similar facilities now or hereafter located on the Easement Property, for vehicular and pedestrian ingress, egress and access for Permittees of any Owner of the Ground Leased Premises to and from the Ground Leased Premises and all adjoining public streets, including, without limitation, vehicular and pedestrian ingress, egress and access on, over and across such roadways as may from time to time be located on the Easement Property connecting the Ground Leased Premises to Yeager Parkway or Alabama Highway 31 (the "Access Easement").

(2) The Access Easement shall be limited to such portions of the Easement Property as are now or may hereafter be used, established, designated or permitted by the Owner of the Easement Property for use by any Permittees as sidewalks (with respect to pedestrian ingress, egress and passage only), driveways, roads, parking areas, and similar facilities or otherwise for any of the purposes referenced in this Section 2A. However, the

foregoing limitation shall not be deemed to permit the Owner of the Easement Property to restrict the Access Easement in any manner that would (i) unreasonably restrict or impair the use and enjoyment of the Access Easement by any Owner or Permittee of the Ground Leased Premises; (ii) prevent the use of the Access Easement for its intended purposes; or (iii) be contrary to or in violation of the requirements of any zoning or other conditions or approvals of any controlling governmental authorities applicable to the improvements located from time to time on the Ground Leased Premises.

B. Parking Easement.

(1) Grantor, as the fee owner of the Grantor Property Interests, hereby grants to Grantee, its successors and assigns, including without limitation the interest of any successor in interest of Grantee to any portion of the Ground Leased Premises as a result of the foreclosure of any Mortgage or taking of a deed in lieu of foreclosure of any Mortgage encumbering any portion of the Ground Leased Premises, as an appurtenance to and for the benefit of the Ground Leased Premises, an irrevocable, perpetual, non-exclusive easement in, over and across all roads, driveways, sidewalks, parking areas, and similar facilities now or hereafter located on the Easement Property for: (i) ingress and egress to and from the Ground Leased Premises in connection with the parking of vehicles of Permittees of any Owner of the Ground Leased Premises; (ii) the passage and accommodation of pedestrians in connection with the parking of vehicles of such Permittees; and (iii) the passage and parking of vehicles of such Permittees (collectively, the "Parking Easement").

(2) The Parking Easement shall be limited to such portions of the Easement Property as are now or may be hereafter used, established, designated or permitted by an Owner of the Easement Property for use by any Persons as parking facilities or otherwise for the purposes referenced in this Section 2B. However, the foregoing limitation shall not be deemed to permit an Owner of the Easement Property to restrict the Parking Easement in any manner that would (i) unreasonably restrict or impair the use and enjoyment of the Parking Easement by any Owner or Permittee of the Ground Leased Premises; (ii) prevent the use of the Parking Easement for its intended purposes; or (iii) be contrary to or in violation of the requirements of any zoning or other conditions or approvals of any controlling governmental authorities applicable to the improvements located from time to time on the Ground Leased Premises.

C. Relocation of Facilities; Rules and Regulations. The Owner of the Easement Property shall have the right, at any time and from time to time at its expense, to relocate the roads, driveways, sidewalks, parking areas, and similar facilities now or hereafter located on the Easement Property which are used, established, designated or permitted for the Access Easement and/or the Parking Easement. Further, Grantee acknowledges and agrees (i) that the Access Easement and the Parking Easement shall be exercised in common with all Persons permitted by the Owner of the Easement Property to use the Easement Property, whether subject to leases and/or other agreements now or hereafter existing, and (ii) the Owner of the Easement Property shall have the right, from time to time, to establish rules and

regulations governing the use of the Easement Property, provided that such rules and regulations shall not be discriminatory and shall be implemented and enforced without discrimination. Notwithstanding the foregoing provisions of this Section 2C, no relocation of roads, driveways, sidewalks, parking areas, or similar facilities now or hereafter located on the Easement Property, and no rules and regulations established with respect to the Easement Property, may (i) materially interfere with the enjoyment of the Access Easement or the Parking Easement, or (ii) be contrary to or cause the Ground Leased Premises to be in violation of the requirements of any zoning or other conditions or approvals of any controlling governmental authorities applicable to the improvements located from time to time on the Ground Leased Premises.

D. Utility Easements. Grantor, as the fee owner of the Grantor Property Interests, hereby grants to Grantee, its successors and assigns, including without limitation the interests of any successor in interest of Grantee to any portion of the Ground Leased Premises as a result of the foreclosure of any Mortgage or taking of a deed in lieu of foreclosure of any Mortgage encumbering any portion of the Ground Leased Premises, as an appurtenance to and for the benefit of the Ground Leased Premises, an irrevocable, perpetual, non-exclusive easements in, over, under and across such portions of the Easement Property as now are or from time to time hereafter may be used for drainage and/or utility services or improved with facilities therefor, or as may otherwise be necessary, in connection with the ownership, operation, maintenance, repair and/or restoration of improvements now or hereafter located on the Ground Leased Premises, including without limitation the maintenance, repair, alteration, and operation of electric lines, telephone and data communication lines, drainage lines, sewer lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal systems, pipes, wires, syphons, valves, gates, pipelines, cable television service, electronic security systems and all machinery and apparatus appurtenant to all of the foregoing (collectively, the "Utility Facilities"); provided that (i) the term Utility Facilities expressly excludes the petroleum pipeline that crosses Easement Property for all purposes of this Agreement, and (ii) the location of any such easement with respect to the Utility Facilities that are not located on, over, under or across the Easement Property on the date of this Agreement shall be subject to the prior written approval of the Owner of the Easement Property, which shall not be unreasonably withheld or delayed.

E. Construction of Access and Parking Easement and Utility Facilities and Temporary Construction Easement. As contemplated under the Ground Lease, Grantee may construct or cause the construction of improvements on the Easement Property in order to provide for access and parking facilities and the Utility Facilities. The construction of such improvements shall be in compliance with all applicable laws, codes, ordinances and otherwise in accordance with the terms and conditions of any approved site plan for the Land. Grantor, as the fee owner of the Grantor Property Interests, hereby grants to Grantee, its successors and assigns, including without limitation the interest of any successor in interest of Grantee to any portion of the Ground Leased Premises as a result of the foreclosure of any Mortgage or taking of a deed in lieu of foreclosure of any Mortgage encumbering any portion of the Ground Leased Premises, an irrevocable, temporary, non-exclusive easement over and across the Easement

Property during the course of the construction of the improvements on the Ground Leased Premises for all purposes related to such construction.

F. **Right to Eject; No Diminution of Rights or Obligations.** The Owner of the Easement Property shall have the right to eject lawfully from the Easement Property any Persons not hereby or otherwise authorized to use the Easement Property. No easements or other rights granted or reserved hereunder shall be diminished in any respect by any use of or failure to use such rights from time to time. Further, it is expressly understood and agreed that no Owner or its Permittees shall have any easement rights under this Agreement on, over, under or across the Ground Leased Premises.

G. **Subordination; Mortgagee Protection.** All Deeds of Trust shall be subordinate to the easements granted under this Agreement, which shall survive foreclosure of any Mortgage; provided, however, that nothing in this Agreement will affect the validity of any Mortgage. No amendment to this Agreement shall be effective unless the prior written consent of all Mortgagees is first obtained.

3. **MAINTENANCE**

A. **Maintenance of Easement Property; Taxes.** Grantee, its successors and assigns as lessee of the Ground Leased Premises, shall maintain all driveways, sidewalks and parking areas and the Utility Facilities on the Easement Property or serving the Ground Leased Premises, in good, safe and clean condition, ordinary wear and tear excepted. Such maintenance shall include, without limitation, filling of all holes and cracks, keeping the parking areas free of debris, and resurfacing and restriping the parking areas as may be reasonably needed to keep them in good, safe and clean condition, reasonable wear and tear excepted, and in compliance with all applicable laws.

B. **Real Property Taxes.** Grantor shall pay all real estate taxes imposed from time to time on the Easement Property prior to the date on which such taxes become delinquent. If, however, the law expressly permits the payment of such real estate taxes in installments (whether or not interest accrues on the unpaid balance), Grantor may, at Grantor's election, utilize the permitted installment method, but shall pay each installment with any interest at least fifteen (15) days before delinquency and before any fine, interest, or penalty shall become due or be imposed by operation of law for nonpayment. Further, Grantor shall have the right to contest or review by legal proceedings, as permitted under applicable law, any assessed valuation or real estate tax.

C. **Performance of Maintenance.** Any damage caused to any improvements as a result of the performance of an Owner's maintenance obligations under this Article 3 shall be promptly repaired by such Owner. No Owner responsible for any maintenance under this Article 3 shall be liable for any loss or damage caused by inconvenience, disturbance, loss of business or other annoyance arising from or related to the performance of such maintenance

activities, except where such loss or damage results from the negligence or intentional misconduct of the Owner or its agents. Notwithstanding the foregoing, each Owner and its agents shall use its best efforts to ensure that all maintenance activities are conducted with the minimum inconvenience, disturbance, loss of business or other annoyance, consistent with accepted maintenance practices in the vicinity of the Easement Property, and all applicable laws, ordinances, rules and regulations.

4. REMEDIES AND ENFORCEMENT

A. Nonperformance. In the event that any Owner shall be in breach or default of any of its respective obligations hereunder, and if any such breach or default remains uncured following the expiration of thirty (30) days after written notice thereof (or such shorter period as may be required if the safety of Permittees or the operations of improvements on any portion of the Easement Property are materially affected), then any other Owner may pursue any rights or remedies provided hereunder or otherwise available at law or in equity.

B. Enforcement. Without limitation of any other remedies, any Owner may enforce the obligations of another Owner under this Agreement by suit or judicial proceeding for specific performance or damages.

C. Substitute Performance. If any Owner fails to cure any nonperformance in the applicable time specified in this Article 4, then any other Owner may, without any obligation to do so, (i) pay any unpaid sum; (ii) perform such work as may be necessary to cure the nonperformance or restore the applicable property or improvements to the required condition; or (iii) provide other substitute performance of any obligations of the non-performing Owner.

D. Reimbursement. The non-performing Owner shall reimburse such other Owner for all costs and expenses incurred in connection with any payment, performance of work or substitute performance made under Section 4C, above, in each case within ten (10) days after such other Owner provides an itemized statement of such costs and expenses that were incurred, together with receipts or other reasonable evidence of expenditures. If the non-performing Owner should fail to reimburse the performing Owner entitled to such reimbursement in accordance with this Section 4D, then until such full reimbursement occurs, the performing Owner entitled to such reimbursement will be entitled to collect interest at the rate of twelve percent (12%) per annum (but not to exceed the maximum rate allowed by law) for all such sums paid and expended in accordance with the terms of this Agreement.

E. Costs and Attorneys Fees. In the event of any action brought to enforce any obligation under this Agreement, the prevailing party shall, in addition to such other relief as the court may grant, be entitled to reasonable attorneys fees and costs, as well as expenses of investigation, including, without limitation, all of the same incurred in appellate proceedings.

F. **Remedies Cumulative.** The exercise by any Owner of any remedy available hereunder, or at law or in equity, shall not constitute an election of remedies, and shall not prejudice the right of any such Owner to pursue any other remedy.

5. **INSURANCE**

Grantee shall maintain in full force and effect comprehensive public liability insurance insuring each Owner and Mortgagee of the Grantor Property Interests from time to time against all liability for loss or damage to person or property arising out of the use of the access and parking areas and the Utility Facilities on the Easement Property. Such liability insurance shall be in amounts, with such companies and such other terms as are consistent with the obligations of Grantee as ground lessee under Section 11.1 of the Ground Lease. The liability policies required hereunder shall name each Owner and Mortgagee of the Grantor Property Interests as additional insureds. Such insurance shall be maintained in full force and effect, without lapse in coverage, and Grantee agrees to furnish to each Owner and Mortgagee of the Grantor Property Interests on a yearly basis, or as otherwise may be requested by such Owner and/or Mortgagee in writing, copies of all such insurance policies and certificates of insurance evidencing that such Owner and/or Mortgagee has been named an additional insured under all such policies.

6. **MISCELLANEOUS**

A. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Alabama.

B. **Covenants Running with the Land.** The covenants, easements, rights, privileges, agreements, promises and duties of each of the parties hereto, as set forth herein, shall run with the Ground Leased Premises and the Easement Property and shall inure to the benefit of and be binding on the successors and assigns of each party hereto, each Owner, and their Permittees, as well as each Mortgagee, as covenants running with the Ground Leased Premises and the Easement Property, without regard to whether any provision of this Agreement is expressly made applicable to the successors and assigns of any party hereto.

C. **Severability.** To the extent that any provision or portion of any provision of this Agreement shall be invalid or unenforceable in any circumstance, the balance of this Agreement shall be enforceable nonetheless, and the entirety of this Agreement shall be enforceable in all other circumstances.

D. **Counterparts.** This Agreement may be signed in two or more counterparts, each of which shall be deemed an original, and when taken together shall constitute one instrument.

E. Notices. Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party to this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first class postage prepaid, certified, return receipt requested, addressed to:

Grantor: Brookwood Center Development Corporation
c/o Tenet HealthSystem
14001 Dallas Parkway
Suite 200
Dallas, TX 75240
Attn: Regional Counsel

with copies to: Tenet HealthSystem
14001 Dallas Parkway
Suite 200
Dallas, TX 75240
Attn: Douglas Lerner

Lawrence A. Snyder, Esq.
Fainsbert Mase & Snyder, LLP
11835 West Olympic Boulevard
Suite 1100
Los Angeles, CA - 90064

Grantee: NSC 31, L.L.C.
c/o Johnson Development, Inc.
1900 International Park Drive
Birmingham, AL 35243
Attn: James M. Johnson

with a copy to: Curtis O. Liles, Esq.
Maynard Cooper & Gale P.C.
2400 AmSouth Harbert Plaza
Birmingham, AL 35203

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in its paragraph.

F. **Mortgaging of Easement Rights.** Grantee shall be entitled to mortgage, in connection with the financing and refinancing of any improvements on the Ground Leased Premises, all of its rights, easements and benefits granted under this Agreement, but solely in accordance with and only to the extent of its rights as granted under this Agreement. Any Mortgagee, subsequent purchaser or tenant of the Ground Leased Premises shall have no greater rights or privileges with respect to parking, access and the easements granted herein than as expressly provided for in this Agreement.

G. **Miscellaneous.** Unless otherwise provided in this Agreement, all easements and other rights created under this Agreement are irrevocable, perpetual and non-exclusive, and shall exist by virtue of this Agreement without the necessity of confirmation by any other document. Further, the release of any easement, in whole or in part, shall be effective on the execution, acknowledgment and recordation, by the Owner(s) and Mortgagee(s) of the Ground Leased Premises, of a document memorializing such release. The consent of any tenant or Permittee shall not be required to amend or terminate this Agreement or any easements, rights or benefits created hereunder, provided that the foregoing shall not apply to Grantee as a tenant of the Ground Leased Premises.

H. **Effective Date.** The effective date of this Agreement shall be the date first written above.

I. **Time of Essence.** Time is of the essence of each covenant and obligation of each party to this Agreement.

J. **Written Modifications.** The provisions of this Agreement may be waived or amended, as to any particular transaction or otherwise, only by an instrument in writing executed by or on behalf of all parties to this Agreement.

K. **Titles.** The titles of the Articles and Sections herein have been inserted as a matter of convenience or for reference only, and shall not control or affect the meaning or construction of any of the terms of provisions hereof.

L. **Complete Agreement.** This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement that are not fully expressed herein.

M. **Interpretation.** The terms of this Agreement have been negotiated by the parties, and this Agreement shall not be construed or interpreted more strictly against one party than another on the grounds that the Agreement or any draft thereof was prepared by a party or its counsel.

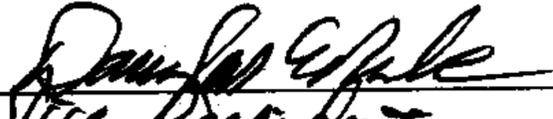
N. Limitation of Liability. The liability under this Agreement of Grantor or any Owner of any portion of the Land shall be limited to its equity in the Land and no assets of Grantor or an Owner of any portion of the Land shall be attached or subject to levy except for the foregoing properties.

IN WITNESS WHEREOF, the parties hereto have executed this Declaration of Easement Agreement as of the date first set forth above.

Signed, sealed and delivered
in the presence of:

GRANTOR:

Brookwood Center Development Corporation,
an Alabama corporation

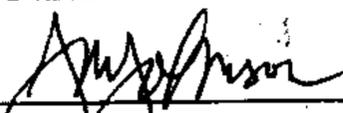
By: 
Its: Vice Pres. 

GRANTEE:

NSC 31, L.L.C.,
an Alabama limited liability company

By: Johnson Investment Company, Ltd.
an Alabama limited partnership
its Managing Member

By: Johnson Development, Inc.
an Alabama corporation
its General Partner

By: 
James M. Johnson
its President

STATE OF Alabama

COUNTY OF Jefferson

BEFORE ME, Elizabeth A. Corrigan, on this day personally appeared James M. Johnson, known to me [or proved to me on the oath of _____, or through _____ (description of identity card or other document)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of October, 1998.

Elizabeth A. Corrigan
NOTARY PUBLIC

STATE OF Texas

COUNTY OF Dallas

BEFORE ME, Shari D. Kennedy, on this day personally appeared Douglas E. Rebe, known to me [or proved to me on the oath of _____, or through _____ (description of identity card or other document)] to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 13th day of October, 1998.

Shari D. Kennedy
NOTARY PUBLIC

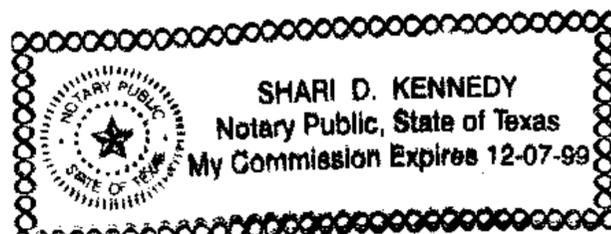


EXHIBIT "A"

LEGAL DESCRIPTION OF LAND

A part of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama, more particularly described as follows: From the southwest corner of said SW 1/4 of the SW 1/4; thence S 89°53'33" E along the section line, 969.65 feet to a point on the easterly right of way line of U.S. Highway No. 31; thence N 12°00'06" W along said right of way line, 428.12 feet to the point of beginning; thence N 89°58'10" E, 308.75 feet; thence N 01°39'20" E, 127.59 feet; thence N 25°57'47" W, 220.98 feet to a point on the southerly right of way of Yeager Parkway; thence southwesterly along said right of way line on the arc of a curve concave northwesterly, having a radius of 396.93 feet, an arc distance of 101.89 feet; thence leaving said right of way line, run S 12°13'36" E, 66.22 feet; thence S 77°48'48" W, 180.06 feet to a point on the easterly right of way line of U. S. Highway No. 31; thence S 12°06'33" E along said right of way line, 186.47 feet to the point of beginning.

DECLARATION OF EASEMENT AGREEMENT

EXHIBIT "B"

LEGAL DESCRIPTION OF GROUND LEASED PREMISES

A part of the SW 1/4 of Section 13, Township 20 South, Range 3 West, Shelby County, Alabama more particularly described as follows: From the southwest corner of said SW 1/4 of the SW 1/4; thence S 89°53'33" E along the section line, 969.65 feet to a point on the easterly right of way line of U.S. Highway No. 31; thence N 12°00'06" W along said right of way line, 428.12 feet; thence leaving said right of way run N 89°58'10" E, 62.48 feet; thence N 00°01'50" W, 9.86 feet to the point of beginning; thence N 89°58'10" E, 190.50 feet; thence N 00°01'50" W, 95.50 feet; thence S 89°58'10" W, 116.04 feet; thence N 37°16'22" W, 17.85 feet; thence S 67°52'18" W, 89.88 feet; thence S 49°25'47" E, 25.85 feet; thence S 00°01'50" E, 59.07 feet to the point of beginning. Containing 0.43 acres more or less. Subject to existing rights of way for public roads, utility lines, easements and restrictions of record, if any.

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