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When Recorded Return To:

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Inst # 1998-40834

10/20/1998-40834
10:59 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
19.50
005 MEL

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE is made and entered into as of October 16, 1998, between, NSC 31, L.L.C., an Alabama limited liability company having its principal offices c/o Johnson Development, Inc., 1900 International Park Drive, Birmingham, Alabama 35243 (herein referred to as "Lessee"), and Brookwood Center Development Corporation, an Alabama corporation, having its principal offices c/o Tenet HealthSystem, 14004 Dallas Parkway, Suite 200, Dallas, Texas 75240 (herein referred to as "Lessor"), with regard to the following:

WHEREAS, Lessor owns an approximately 1.36 acre parcel of real property legally described as set forth on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Lessee has leased from Lessor a portion of the Property legally described as set forth on Exhibit "B" attached hereto and made a part hereof (the "Ground Leased Premises") pursuant to the terms and conditions more particularly set forth in that certain Ground Lease by and between Lessor and Lessee of even date herewith (herein referred to as the "Ground Lease") and ,

WHEREAS, Lessor and Lessee desire to enter into this Memorandum of Ground Lease to give notice of the Ground Lease and all of its terms, covenants and conditions to the same extent as if said Lease were fully set forth herein;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) and for other good and valuable consideration, including but not limited to the rents reserved and the covenants and conditions more particularly set forth in the Ground Lease, Lessor and Lessee hereby agree as follows:

1. Lessor hereby demises and leases to Lessee, and Lessee hereby leases and takes from Lessor the Ground Leased Premises for an initial term of twenty-five (25) years, subject to two (2) additional periods of ten (10) years at the option of Lessee on the terms and subject to the conditions set forth in the Ground Lease.

23 year term 5000.00 a year
all being paid by leasehold mtg filed
simultaneously -

CALHADA Title

2. All parties are hereby directed to the Ground Lease for further agreements between Lessor and Lessee.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Ground Lease as of the day and year first above written.

LESSOR:

Brookwood Center Development Corporation,
an Alabama corporation

By: 

Its: Vice President

LESSEE:

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. Rabe, 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

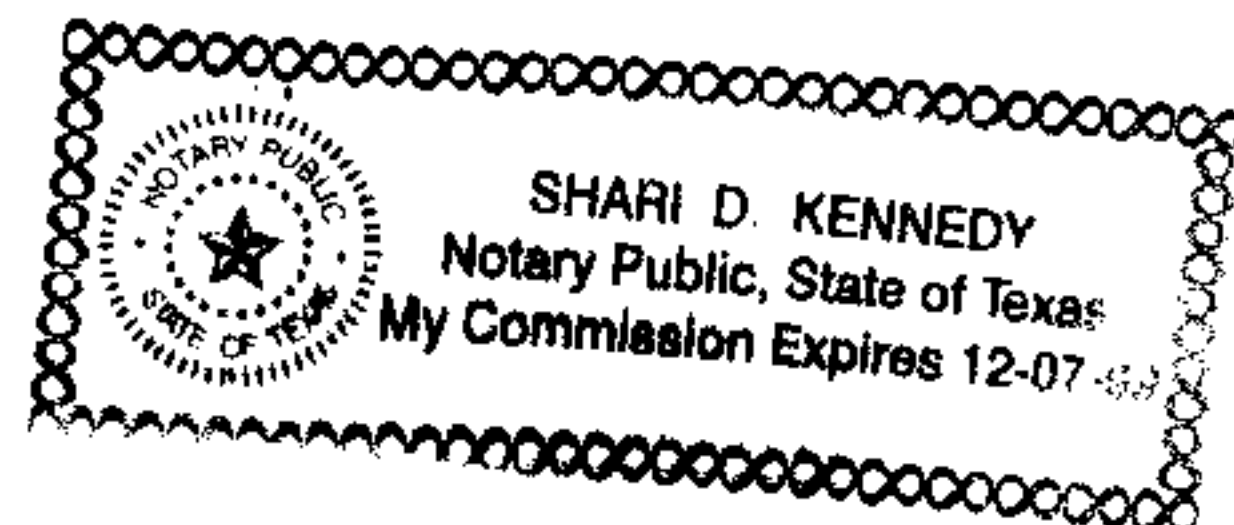


EXHIBIT "A"

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.

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 to public roads, utility lines, easements and restrictions of record, if any.

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