

22

WHEN RECORDED, RETURN TO:
Diane H. Banks
Fabian & Clendenin
215 South State Street, Suite 1200
Salt Lake City, Utah 84111

Ent 202444 Bk 898 Pg 310
Date 6-Jul-2004 2:52PM Fee \$22.00
LuAnn Adams - Filed By dl
Box Elder Co., UT
For 1ST AMERICAN TITLE INS CO

03-152-0018
03-152-0061
03-152-0062 ✓

DECLARATION AND GRANT OF EASEMENT FOR COMMON INGRESS, EGRESS, PEDESTRIAN AND PARKING USE

This DECLARATION AND GRANT OF EASEMENT FOR COMMON INGRESS, EGRESS, PEDESTRIAN AND PARKING USE (the "Easement") is made and entered into this 29 day of June 2004, by BRIMLEY & ASSOCIATES LTD., a Utah limited partnership ("Brimley") and BRIGHAM CITY COMMUNITY HOSPITAL, INC., a Utah corporation ("Community Hospital").

RECITALS

A. Brimley is the fee owner of Lots No. 2 and 3 of the Brigham City Hospital Medical Center Subdivision Amended (together, the "Brimley Parcels" or separately, a "Brimley Parcel") which are more particularly described on Exhibit A attached hereto and incorporated by this reference.

B. Community Hospital is the fee owner of Lot 1 of the Brigham City Hospital Medical Center Subdivision Amended (the "Community Hospital Parcel") which is more particularly described on Exhibit B attached hereto and incorporated by this reference. In addition, Community Hospital's affiliate, Healthtrust, Inc. - The Hospital Company, is the lessee of the Brimley Parcels pursuant to a certain Master Lease dated February 23, 2004, and under which Brimley is lessor. The Brimley Parcels are used, pursuant to such Master Lease and other agreements, in conjunction with the Community Hospital Parcel.

C. Brimley and Community Hospital desire to provide for common pedestrian and vehicular ingress and egress between and among the Brimley Parcels and the Community Hospital Parcel (together, the "Parcels"), and for the Parcels to be subject to a perpetual easement for such purposes, such that the easement shall run with the land; and

D. Brimley and Community Hospital desire to provide for common parking use between the Parcels and for the Parcels to be subject to a perpetual easement for such purposes, such that the easement shall run with the land; and

NOW, THEREFORE, Brimley and Community Hospital, intending that the Parcels shall hereafter be held and conveyed subject to the easements set forth herein, and that the same are

hereby declared to be for the benefit of the Parcels and their owners, their successors and assigns, hereby give, grant, convey, covenant and declare as follows:

1. Declaration and Grant of Easements on Brimley Parcels.

1.1 Brimley hereby grants and declares that each of the Brimley Parcels is subject to a non-exclusive perpetual easement for the purposes of (i) pedestrian and vehicular ingress and egress to or from public streets on, through each Brimley Parcel and on the roadways within such parcels as may from time to time be used for such purposes, and (ii) non-exclusive parking such that tenants of any of the Parcels shall be entitled to use this non-exclusive easement to park on the Brimley Parcels.

1.2 Brimley further grants, declares and establishes a non-exclusive easement appurtenant to the Parcels across the roadways and walkways existing on the Brimley Parcels from time to time for the purpose of pedestrian traffic in conjunction with the parking and ingress and egress easements set forth in Section 1.1 above.

The easements granted pursuant to this Section 1 shall benefit the Parcels and all successors and assigns and their respective guests, invitees and tenants in connection with their use of the Parcels, and such easements shall run with the land.

2. Declaration and Grant of Easements on Community Hospital Parcel.

2.1 Community Hospital hereby grants and declares that the Community Hospital Parcel is subject to a non-exclusive perpetual easement for the purposes of (i) pedestrian and vehicular ingress and egress to or from public streets on, through the Community Hospital Parcel and on the roadways within such parcel as may from time to time be used for such purposes, and (ii) non-exclusive parking such that tenants of either of the Brimley Parcels shall be entitled to use this non-exclusive easement to park on the Community Hospital Parcel.

2.2 Community Hospital further grants, declares and establishes a non-exclusive easement appurtenant to the Community Hospital Parcel across the roadways and walkways existing on the Community Hospital Parcel from time to time for the purpose of pedestrian traffic in conjunction with the parking and ingress and egress easements set forth in Section 2.1 above.

The easements granted pursuant to this Section 2 shall benefit the Parcels and all successors and assigns and their respective guests, invitees and tenants in connection with their use of the Parcels, and such easements shall run with the land. Nothing herein shall be construed to terminate or impair any of the covenants, conditions or agreements specified in that certain Special Warranty Deed from Brigham City Community Hospital, Inc., as grantor, to M.O.B. Utah Partnership, as recorded in Book 542, Page 593-609 of the records of the Recorder of Box Elder County, Utah.

3. Rules and Regulations. Brimley and Community Hospital hereby reserve the right to make reasonable rules and regulations regarding the access and parking herein granted with

respect to the Parcels; and to take such other action as may be necessary and reasonable to establish safe and efficient means of ingress and egress to and from the Parcels. This reservation shall be appurtenant to each of the Parcels for the benefit the successors of each of the Parcels.

4. Amendment. This Declaration and Grant of Easement and every covenant, restriction or undertaking herein shall not be amended, modified, revoked, rescinded or terminated except by mutual written consent or agreement of all owners of both of the Parcels.

5. Alteration. Subject to all the terms of this Agreement, each of the owners of either Parcel is permitted to alter, relocate or change the configuration of the roadways, walkways, and designated parking initially constructed on such Parcel at any time and from time to time; provided, however, that such owner shall pay the cost of such alteration or relocation and that the location of any reconfigured parking spaces shall not be reasonably less desirable than the location initially approved and the initial number of approved parking spaces shall not be reduced.

6. Duration. This Declaration of Easement shall be for a term commencing on the date hereof and continuing perpetually. The easements hereby created shall run with the land and shall be binding upon all parties having or acquiring any right or title in the Parcels or any part thereof, shall inure to the benefit of each owner thereof, and are imposed upon every part of the Parcels as a servitude in favor of each and every Parcel as the dominant tenement or tenements.

7. Not a Public Dedication. Nothing contained in this grant will be deemed to be a gift or dedication of any portion of the Parcels to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this grant will be strictly limited to and for the private purposes expressed herein.

8. Miscellaneous.

8.1 The subsequent owners of any of the Parcels do not by this grant in any way or for any purpose become partners or joint venturers of the owner of any other Parcel in the conduct of their respective businesses or otherwise.

8.2 Failure of any owner of any Parcel to insist on the strict performance of any provision of this grant or to exercise any option granted hereunder shall not be construed as a waiver for the future of any such provision or option. No provision of this grant shall be deemed to have been waived unless such waiver is in writing and is signed by the owner of the affected Parcel.

8.3 Except as otherwise provided herein, all provisions herein shall be binding upon and shall inure to the benefit of the parties, their legal representatives, heirs, successors and assigns. Brimley and Community Hospital may each designate the party entitled to exercise any or all of the discretions and powers granted for its benefit pursuant to this grant.

8.4 This grant shall be construed in accordance with the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this grant on the date first set forth above.

BRIMLEY AND ASSOCIATES LTD.
a Utah limited partnership

By: [Signature]

Its: GEN. PARTNER

BRIGHAM CITY COMMUNITY
HOSPITAL, INC.

By: [Signature]

Howard K. Patterson, Vice President

Nebraska v.w.
STATE OF UTAH)

Lincoln v.v. : ss.
COUNTY OF SALT LAKE)

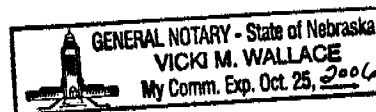
On this 28th day of June, 2004, personally appeared before me Richard F. Brimley, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the General Partner of Brimley and Associates Ltd. (the "Partnership"), and that said document was signed by him in behalf of the Partnership, and said Richard F. Brimley acknowledged to me that the Partnership executed the same.

[Signature]
NOTARY PUBLIC

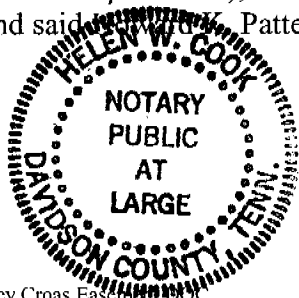
STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

: ss.



On this 24 day of June, 2004, personally appeared before me Howard K. Patterson, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Vice President of Brigham City Community Hospital, Inc. (the "Corporation"), and that said document was signed by him in behalf of the Corporation, and said Howard K. Patterson acknowledged to me that the Corporation executed the same.



[Signature]
NOTARY PUBLIC

My Commission Expires
May 28, 2006

EXHIBIT A

Legal description of Lots 2 and 3, Brigham City Hospital Medical Center Subdivision Amended
situated in ~~Davis County~~, State of Utah, as follows:

Box Elder County

EXHIBIT B

Legal description of Lot 1, Brigham City Hospital Medical Center Subdivision Amended situated in ~~Davis~~ County, State of Utah, as follows:

Box Elder