

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

James B. Callister, Esq.
Sherry Meyerhoff Hanson & Crance LLP
520 Newport Center Drive, Suite 1400
Newport Beach, California 92660

04-003-0134
04-069-0100

04-069-0101 (Space Above This Line for Recorder's Use Only)

ACCESS AND PARKING EASEMENT AGREEMENT

THIS ACCESS AND PARKING EASEMENT AGREEMENT (this "**Agreement**"), is made as of the 12th day of June, 2020, by PROVIDENTIAL BBA PROPERTY, LLC, a Utah limited liability company (the "**Grantor**"), for the benefit of CTR PARTNERSHIP, L.P., a Delaware limited partnership ("**Grantee**").

RECITALS

A. Grantor is the owner of the fee estate to certain real property situated in the City of Bountiful, County of Davis, State of Utah, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "**Grantor Access Area**");

B. Grantor is the owner of the fee estate to certain real property situated in the City of Bountiful, County of Davis, State of Utah, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference for all purposes (the "**Grantor Parking Area**"); the Access Area and the Parking Area are collectively referred to herein as the "**Grantor Properties**".

C. Grantee is the owner of the fee estate to the real property situated in the City of Bountiful, County of Davis, State of Utah, commonly known as "The Inn on Barton Creek", and having an address of 499 East 500 South, Bountiful, UT, as more particularly described on Exhibit B attached hereto and incorporated herein by reference for all purposes (the "**Grantee Property**");

D. Grantor desires to grant to Grantee a non-exclusive easement for access, the parking of vehicles and ingress and egress associated with Grantee's ownership and operation of the assisted housing facility located on the Grantee Property over and across the Grantor Access Area for the use, benefit and enjoyment of the Grantee and its tenants, subtenants, licensees, employees, agents, invitees, legal representatives and successors and assigns, all as more fully set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals, the premises, the future benefits and advantages of entering into this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation. The recitals are incorporated into the agreement portion of this Agreement as if set forth verbatim in the agreement portion.

2. Easements.

a. Access Easement. Grantor hereby grants unto Grantee and Grantee's successors and assigns, a perpetual non-exclusive access easement to Grantee and its tenants, subtenants, licensees, employees, agents, invitees, legal representatives and successors and assigns, including ingress and egress to the Grantor Parking Area, on, over, across, upon and through the Grantor Access Area.

b. Parking Easement. Grantor hereby grants unto Grantee and Grantee's successors and assigns, a perpetual non-exclusive easement for parking of up to eleven (11) vehicles (at any given time) by Grantee and its tenants, subtenants, licensees, employees, agents, invitees, legal representatives and successors and assigns, including ingress and egress to the Grantor Parking Area, on, over, across, upon and through the Grantor Access Area; provided, however, Grantor shall not reduce: (i) the size of the Parking Area more particularly shown on Exhibit A attached hereto and made a part hereof; or (ii) the number of permitted parking spaces identified herein (11).

3. Grantor hereby grants unto Grantee the right, at Grantee's sole cost, to make certain improvements to the Grantor Properties from time to time, including, without limitation, the right to repave and restripe the Grantor Properties. Any such improvements and all materials, equipment, fixtures or any other item comprising a part of any improvements shall be made free and clear of any mechanics', materialman's or other liens. Notwithstanding the foregoing, Grantee shall not be obligated to make any improvements to the Grantor Properties.

4. Miscellaneous.

a. Indemnification. Each party ("Indemnitor") hereby agrees to indemnify, defend, and hold the other party harmless from and against any and all loss, liability, damage, and/or claim arising from the Indemnitor and/or Indemnitor's agents, contractors, patrons, employees, guests, licensees, and/or invitees acts while utilizing the easement granted herein.

b. Binding Effect. The provisions of this Agreement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be terminated by recording of a written agreement executed by the owners at the time in question of both the Grantor Properties and the Grantee Property.

c. Waiver of Breach. A waiver of the breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless it is in writing and signed by the party granting the waiver, or by that party's designated representative.

d. Attorney's Fees. In the event it becomes necessary for any party hereto, or their respective successors and assigns, to file a suit to enforce the easements created by this Agreement or any provision contained herein, the party prevailing in such suit shall be entitled to recover from the non-prevailing party reasonable attorneys' fees and court costs incurred in such suit.

e. Entire Agreement. This Agreement contains the entire understanding of the parties regarding the terms and conditions of the subject hereof and shall supersede all other prior written or oral agreements. This Agreement may not be changed orally, but only by an instrument signed by the party against whom enforcement of any change, modification, extension, or discharge is sought.

f. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

g. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute one and the same instrument.

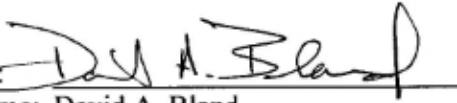
h. Applicable Law. This Agreement is made subject to all federal, state and municipal laws or regulations now or hereafter in force and shall be construed in accordance with the laws of the State of Utah.

[Signature pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

GRANTOR:

Providential BBA Property, LLC,
a Utah limited liability company

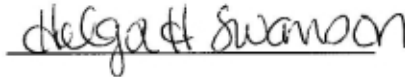
By: 
Name: David A. Bland
Title: Manager

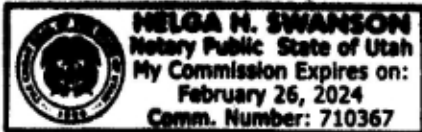
STATE OF UTAH)
 : ss.
COUNTY OF DAVIS)

The foregoing instrument was acknowledged before me on 02 JUNE, 2020, by David A. Bland, as Manager of Providential BBA Property, LLC, a Utah limited liability company.

HELGA H. SWANSON
NOTARY PUBLIC
Residing at: KAYSVILLE, UTAH

My Commission Expires: 26 FEB 2024





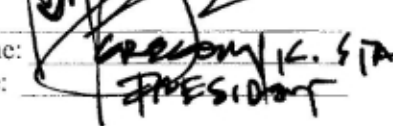
[Signature pages follow]

GRANTEE:

CTR PARTNERSHIP, L.P.,
a Delaware limited partnership

By: CareTrust GP, LLC,
a Delaware limited liability company
Its: General Partner

By: CareTrust REIT, Inc.,
a Maryland Corporation
Its: Sole Member

By: 
Name: GREGORY K. STAPLEY
Title: PRESIDENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)

COUNTY OF ORANGE)

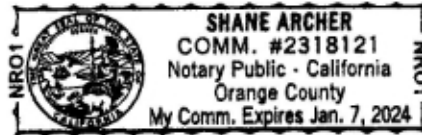
On February 10, 2020, before me, Shane Archer, Notary Public, personally appeared Gregory K. Stapley, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.


Signature

(Seal)



**ACKNOWLEDGEMENT AND CONSENT TO
ACCESS AND PARKING EASEMENT AGREEMENT**

In consideration of the provisions of the foregoing Agreement and to assure the Grantee of the continued benefits accorded to it under the Agreement, [[Zions Bancorporation, N.A., dba Zions First National Bank]], as Trustee, holder of a loan and beneficiary of that certain [[Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing]] dated [[_____]], and recorded against the Servient Tenement on [[_____]], in the Official Records of Davis County, Utah, as Document No. [[_____]] that secures that loan, hereby acknowledges and consents to the terms and conditions of the Agreement to which this Consent is attached.

LENDER:

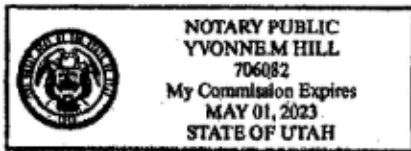
ZIONS BACORPORATION, N.A.,
dba Zions First National Bank,
as Trustee

'SEE "EXHIBIT
C" ATTACHED
HERE TO

By: [Signature]
Name: Chad Sprunt
Title: V.P.

STATE OF UTAH)
): ss.
COUNTY OF Weber)

The foregoing instrument was acknowledged before me on June 8, 2020, by Chad Sprunt, as Vice President of Zions Bancorporation, N.A., dba Zions First National Bank.



[Signature]
NOTARY PUBLIC
Residing at: Clinton, UT

My Commission Expires:
5/1/2023

EXHIBIT A

GRANTOR PROPERTY / PARKING EASEMENT

[See attached]

Tax Parcel Nos.: 04-003-0134; 04-069-0100; and 04-069-0101

PARCEL (04-069-0100)

BEGINNING ON THE EAST LINE OF A STREET AT A POINT 100.96 FEET EAST AND SOUTH 0°07' WEST 82 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, IN THE CITY OF BOUNTIFUL AND RUNNING THENCE SOUTH 0°07' WEST 251.86 FEET ALONG THE EAST LINE OF SAID STREET TO A POINT 150 FEET NORTH OF THE NORTH LINE OF ANOTHER STREET, THENCE EAST 150.0 FEET, THENCE SOUTH 0°07' WEST 150.0 FEET TO THE NORTH LINE OF SAID STREET, THENCE EAST 108.92 FEET ALONG THE NORTH LINE OF SAID STREET, THENCE NORTH 0°07' EAST 236.5 FEET, THENCE EAST 26.08 FEET, THENCE NORTH 0°07' EAST 165.72 FEET, THENCE SOUTH 89°38'33" WEST 50 FEET; THENCE NORTH 0°11'23" WEST 82.00 FEET TO THE NORTH LINE OF SAID SECTION 29; THENCE WEST 39.90 FEET; THENCE SOUTH 0°07' WEST 82 FEET; THENCE WEST 180 FEET TO THE POINT OF BEGINNING.

LESS ANY PORTION WITHIN 400 EAST STREET AND 500 SOUTH STREET.

ALSO BEGINNING AT A POINT WHICH IS EAST 479.73 FEET FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN; RUNNING THENCE NORTH 20°19'46" WEST 23.83 FEET; THENCE NORTH 89°45' WEST 50.13 FEET; THENCE SOUTH 10°35' WEST 24.69 FEET, MORE OR LESS TO THE NORTH LINE OF SAID SECTION 29; THENCE EAST 62.97 FEET TO THE POINT OF BEGINNING.

SITUATE IN DAVIS COUNTY, STATE OF UTAH.

PARCEL: (04-003-0134)

BEGINNING ON THE NORTH LINE OF SECTION 29 AND A WESTERLY DEED SEGMENT OF THE HOSPITAL CORPORATION AT A POINT NORTH 89°38'33" EAST 302.48 FEET ALONG THE SECTION LINE FROM THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, BOUNTIFUL, UTAH; AND RUNNING THENCE NORTH 0°12'10" WEST 170.00 FEET, THENCE NORTH 89°38'33" EAST 2.28 FEET TO A POINT IN A SOUTHERLY FENCE LINE IN CONNECTION WITH THE BARTON CREEK DRAINAGE CHANNEL, AND A POINT ON A 75 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS SOUTH 17°17'50" WEST); THENCE SOUTHEASTERLY ALONG SAID CURVE AND FENCE LINE 29.06 FEET (CENTRAL ANGLE = 22°12'08" AND NEXT POINT IS NON-TANGENT); THENCE SOUTH 52°36' EAST 8.87 FEET TO A POINT ON A 98 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS SOUTH 38°01'40" WEST); THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 19.70 FEET

(CENTRAL ANGLE = 11°31'08" AND NEXT POINT IS NON-TANGENT); THENCE SOUTH 42°54'13" EAST 19.87 FEET, THENCE SOUTH 53°31'02" EAST 8.44 FEET, THENCE SOUTH 49°42' EAST 17.47 FEET, THENCE SOUTH 54°33'48" EAST 17.75 FEET; THENCE SOUTH 52°06'24" EAST 56.36 FEET, THENCE NORTH 41°21'30" EAST 5.05 FEET, THENCE SOUTH 55°44'56" EAST 15.77 FEET TO A POINT ON A 66.6 FOOT RADIUS CURVE TO THE RIGHT (RADIUS BEARS SOUTH 31°34'13" WEST) THENCE SOUTHEASTERLY ALONG SAID CURVE FOR AN ARC DISTANCE OF 37.51 FEET (CENTRAL ANGLE = 32°15'54" AND NEXT POINT IS NON-TANGENT), THENCE SOUTH 20°19'46" EAST 4.44 FEET; THENCE NORTH 89°40'49" WEST 51.47 FEET, THENCE SOUTH 10°15'50" WEST 24.69 FEET TO SAID SECTION LINE, THENCE SOUTH 89°38'33" WEST 127.82 FEET ALONG THE SECTION LINE TO POINT OF BEGINNING.

SITUATE IN DAVIS COUNTY, STATE OF UTAH.

PARCEL (04-069-0101)

BEGINNING AT A POINT ON THE NORTH BOUNDARY OF 500 SOUTH STREET (A 66-FOOT WIDE RIGHT OF WAY) WHICH POINT IS NORTH 89°38'33" EAST 67.96 FEET ALONG THE SECTION LINE AND SOUTH 0°11'23" EAST 516.71 FEET ALONG THE CENTERLINE OF 400 EAST STREET (A 66 FOOT WIDE RIGHT OF WAY) TO AN EXISTING BRASS MONUMENT AND NORTH 89°44'04" EAST 486.42 FEET ALONG THE CENTERLINE OF SAID 500 SOUTH STREET AND NORTH 0°11'23" WEST 33.0 FEET FROM THE RELOCATED NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°44'04" WEST 194.50 FEET ALONG THE NORTH BOUNDARY OF SAID 500 SOUTH STREET; THENCE NORTH 0°11'23" WEST 236.50 FEET; THENCE NORTH 89°44'04" EAST 26.08 FEET; THENCE NORTH 0°11'23" WEST 165.72 FEET; THENCE SOUTH 89°38'33" WEST 50.00 FEET; THENCE NORTH 0°11'23" WEST 82.00 FEET; THENCE NORTH 89°38'33" EAST 158.87 FEET ALONG SAID SECTION LINE; THENCE ALONG THE WESTERLY FENCE LINE OF BARTON CREEK (A CONCRETE-LINED DRAINAGE CANAL) IN THE FOLLOWING FOUR COURSES: SOUTH 14°30'00" EAST 78.47 FEET; SOUTH 6°15'00" EAST 28.99 FEET; 82.07 FEET ALONG THE ARC OF A 330.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 14°15'00" (RADIUS BEARS NORTH 83°45'00" EAST FROM THE BEGINNING OF THE CURVE); SOUTH 20°30'00" EAST 53.05 FEET; THENCE SOUTH 0°11'23" EAST 249.99 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING THEREFROM:

BEGINNING ON THE NORTH LINE OF 500 SOUTH STREET AT A POINT 368.92 FEET EAST OF THE EAST LINE OF 400 EAST STREET, WHICH POINT IS 469.88 FEET EAST AND 483.86 FEET SOUTH 0°07' WEST OF THE RELOCATED MONUMENT AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, SALT LAKE MERIDIAN, IN THE CITY OF BOUNTIFUL, AND RUNNING THENCE NORTH 0°07' EAST 236.5 FEET; THENCE EAST 84.50 FEET PARALLEL TO THE NORTH LINE OF SAID 500 SOUTH STREET; THENCE SOUTH 0°07' WEST 236.5 FEET TO THE NORTH LINE OF SAID STREET; THENCE WEST 84.50 FEET ALONG THE NORTH LINE OF SAID STREET TO THE POINT OF BEGINNING.

SITUATE IN DAVIS COUNTY, STATE OF UTAH.

EXHIBIT A
SDCH PROPERTY / PARKING AREA

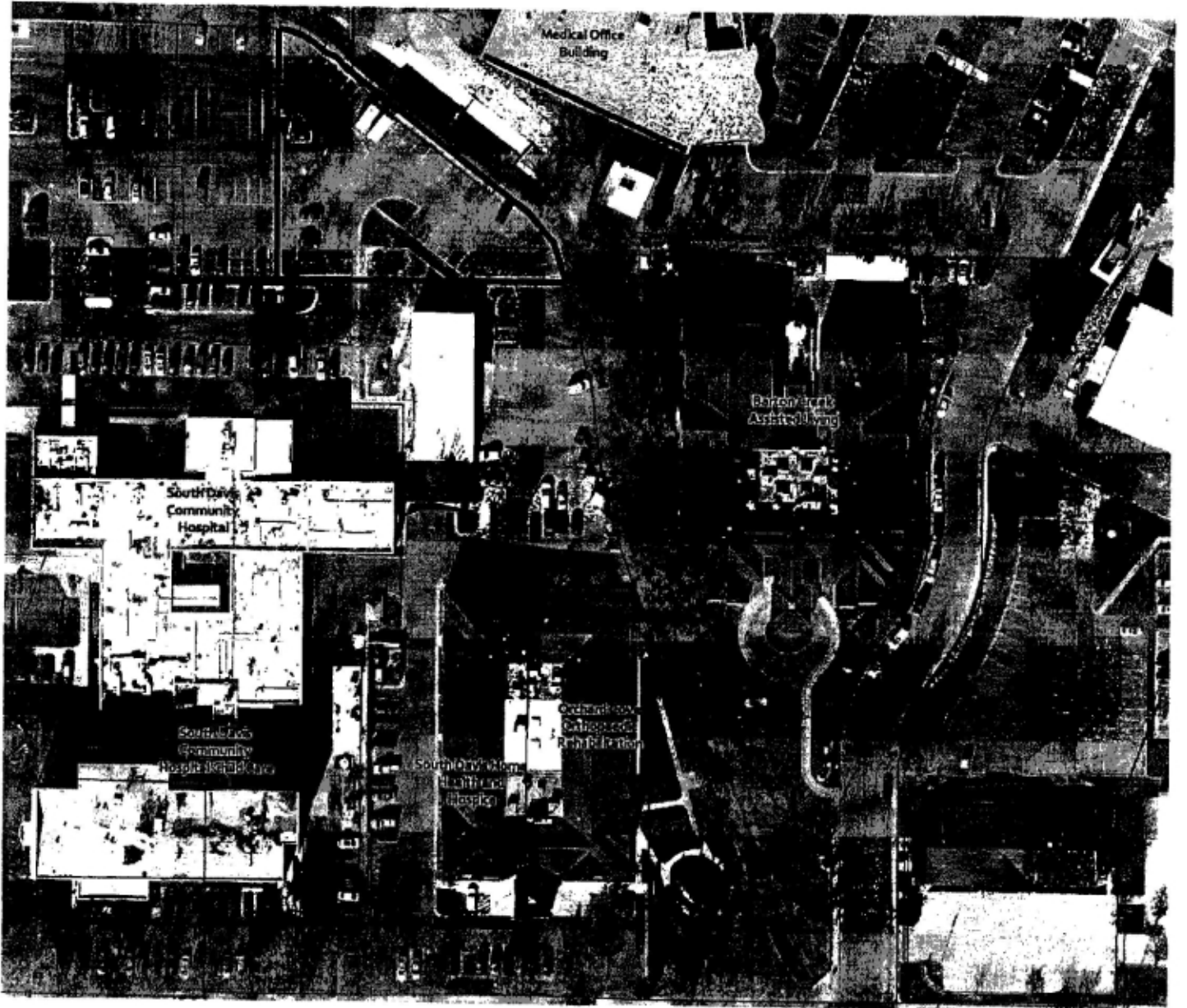


EXHIBIT B

Legal Description of Grantee Property

Beginning at a point on the North boundary of 500 South Street (a 66 foot wide right-of-way) which point is North 89°38'33" East 67.96 feet along the section line and South 00°11' 23" East 516.71 feet along the centerline of 400 East Street (a 66 foot wide right-of-way) to an existing brass monument and North 89°44'04" East 486.42 feet along the centerline of said 500 South Street and North 00°11'23" West 33.0 feet from the relocated Northwest corner of Section 29, Township 2 North, Range 1 East, Salt Lake Base and Meridian and running thence North 00°11'23" West 236.50 feet; thence North 89°44'04" East 4.99 feet to a point on the Westerly fence line of Barton Creek (a concrete lined drainage canal); thence along said Westerly fence line in the following five courses: North 20°30'00" West 67.43 feet, Northwesterly 82.07 feet along the arc of a 330.00 foot radius curve to the right through a central angle of 14°15'00" (radius point bears North 69°30'00" East from the beginning of the curve), North 08°15'00" West 28.89 feet, North 14°30'00" West 79.17 feet, North 20°19'46" West 23.83 feet; thence South 89°40'49" East 346.15 feet; thence South 24°20'40" West 110.21 feet; thence Southwesterly 43.09 feet along the arc of a 100.00 foot radius curve to the left through a central angle of 24°41'15" (radius point bears South 65°39'20" East from the beginning of the curve); thence South 00°20'35" East 71.50 feet; thence Southwesterly 95.86 feet along the arc of a 125.00 foot radius curve to the right through a central angle of 43°56'26" (radius point bears South 89°39'25" West from the beginning of the curve) to a point of reverse curvature; thence Southerly 57.32 feet along the arc of a 75.00 foot radius curve to the left through a central angle of 43°47'14" (radius point bears South 46°24'09" East from the beginning of the curve); thence South 00°11'23" East 151.78 feet; thence South 89°44'04" West 168.00 feet along the North side of said 500 South Street to the point of beginning.

Tax Parcel No.: 04-069-0097

EXHIBIT B
BRI PROPERTY / ACCESS AREA

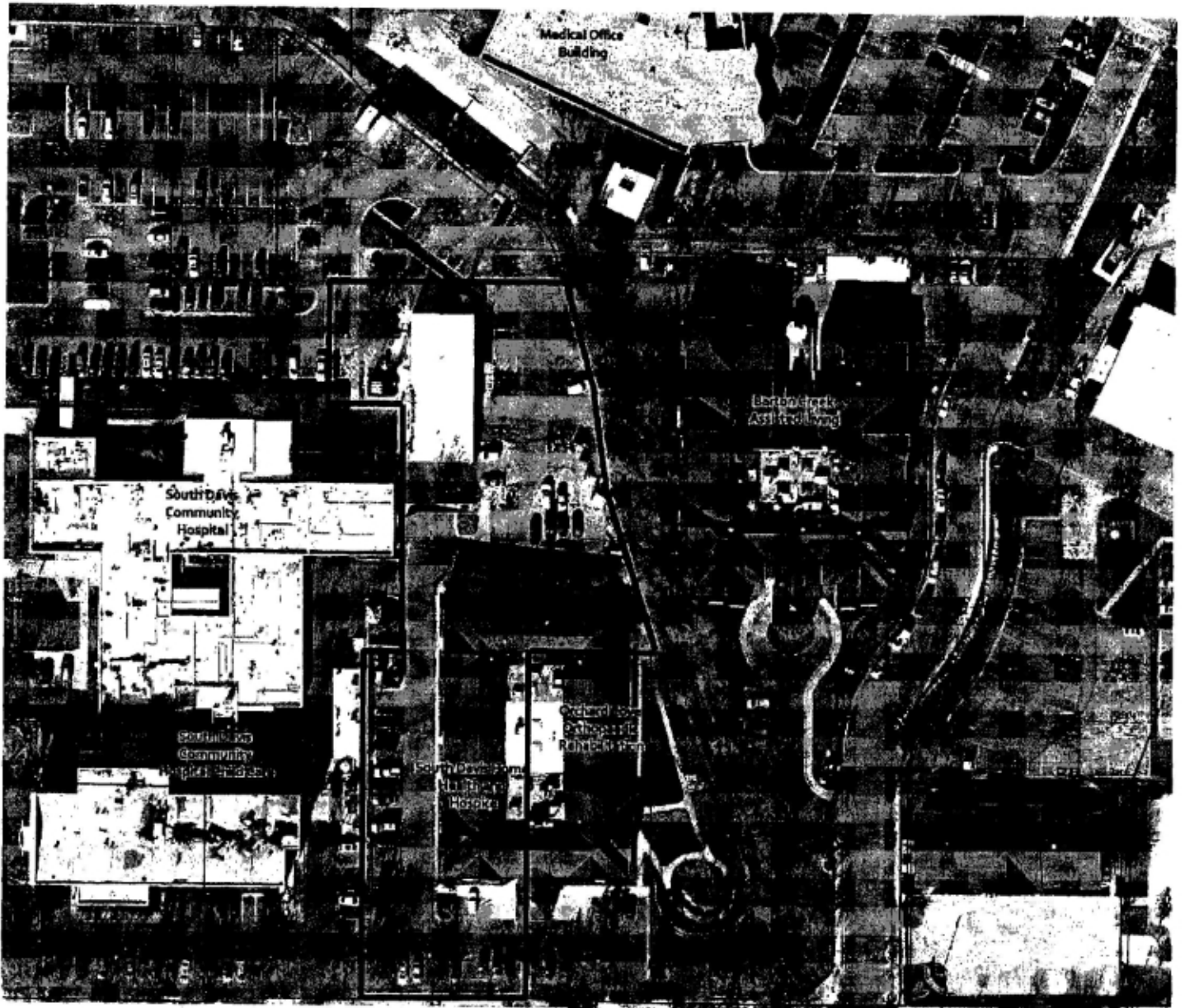


EXHIBIT C

29. A Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: South Davis Community Hospital, Inc.; Trustee: Zions First National Bank; Beneficiary: Zions First National Bank; Amount: \$598,900.00; Dated: January 24, 2014; Recorded: January 28, 2014 as Entry Number 2787586 in Book 5943 at Page 730.

30. Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: South Davis Community Hospital; Trustee: Zions First National Bank; Beneficiary: Zions First National Bank; Amount: \$6,000,000.00; Dated: April 21, 2014; Recorded: April 25, 2014 as Entry Number 2800682 in Book 6005 at Page 699.

33. Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Bountiful Retreat, Inc., a non-profit corporation; Trustee: ZB, N.A. dba Zions First National Bank; Beneficiary: ZB, N.A. dba Zions First National Bank; Amount: \$4,333,748.70; Dated: April 7, 2016; Recorded: April 7, 2016 as Entry Number 2931107 in Book 6490 at Page 892.

34. Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: South Davis Community Hospital; Trustee: ZB, N.A. dba Zions First National Bank; Beneficiary: ZB, N.A. dba Zions First National Bank; Amount: \$4,333,748.70; Dated: April 7, 2016; Recorded: April 7, 2016 as Entry Number 2931108 in Book 6490 at Page 915.

39. Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: South Davis Community Hospital; Trustee: Zions Bancorporation, N.A. dba Zions First National Bank; Beneficiary: Zions Bancorporation, N.A. dba Zions First National Bank; Amount: \$2,500,000.00; Dated: October 29, 2018; Recorded: November 20, 2018 as Entry Number 3129746 in Book 7144 at Page 1041.

41. Construction Deed of Trust and Fixture Filing to secure an indebtedness in the amount shown below, and any other obligations secured thereby: Trustor: Bountiful Retreat, Inc., a non-profit corporation; Trustee: Zions Bancorporation, N.A. dba Zions First National Bank; Beneficiary: Zions Bancorporation, N.A. dba Zions First National Bank; Amount: \$2,500,000.00; Dated: October 29, 2018; Recorded: November 20, 2018 as Entry Number 3129748 in Book 7144 at Page 1088.