

EXHIBIT "C" AGREEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ENCROACHMENT ON EASEMENT

STATE OF TEXAS

KNOW ALL PERSONS BY THESE PRESENTS

COUNTY OF DALLAS

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between HTA-Grand Prairie Hospital, LLC, hereinafter called the "User", and the city of Grand Prairie, Texas hereinafter called the "City".

WITNESSETH, that:

WHEREAS, the City, is the owner of utility easements in Tarrant County, Texas, which is recorded as part of Lot 1R, Block 1, Kingswood Center Addition, an Addition to the City of Grand Prairie, recorded as instrument number D216111664, filed May 25, 2016, Tarrant County Official Public Records ("Easement"); and

WHEREAS, the User desires permission to construct, operate and maintain one entrance monument sign (shown as Exhibit "B") at State Highway No. 360, south of Kingswood Boulevard, ("Encroaching Facility") within the areas or boundaries of the Easement ("Easement Area"); and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and User do hereby agree as follows:

1. **Location of Encroaching Facility.** The User may locate the Encroaching Facility in the Easement Area, but only as described and shown on the attached drawing marked Exhibit "A.1" and incorporated herein, the User may not relocate the Encroaching Facility within the Easement Area without the consent and approval of the City, which consent and approval shall be at the City's discretion.
2. **Restrictions on Use of Easement Area.** The User shall use only so much of the Easement Area as may be necessary to construct, maintain and repair the Encroaching Facility. The User shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules and regulations. At the conclusion of any construction, the User shall remove all debris and other materials from the Easement Area and restore the Easement Area to the

same condition it was in prior to the commencement of the User's construction there on or in proximity thereto. The monument signs will be located outside of any visibility easements. The User will not interfere with the use of the drainage easements.

3. **Maintenance of Encroaching Facility.** The User, at the User's sole expense, shall maintain and operate the Encroaching Facility. The City will not be responsible for any costs of construction, reconstruction, operation, maintenance or removal of the User's Encroaching Facility.
4. **Risk and Liability.** The User assumes all risks and liability resulting or arising from or relating to the User's use, the existing condition or locations, or existing state of maintenance, repair or operations of the Easement Area. It is further agreed that the City shall not be liable for any damage to the Encroaching Facility as a result of the City's use or enjoyment of its Easement, including but not limited to damage resulting from failure of the City's facilities within the easement area. Any City property damaged or destroyed by the User or its agents, employees, invitees, contractors, or subcontractors shall be repaired or replaced by the City at the User's expense and payment is due upon the User's receipt of an invoice from the City.
5. **Indemnification.** The User, to the extent allowable by law, agrees to defend, indemnify and hold harmless the City, its officers, agents and employees, from and against any land and all claims, demands, caused of action, loss, damage, liabilities, costs, and expenses (including attorney's fees and court costs) of any and every kind or character, known or unknown, fixed or contingent, for personal injury (including death), property damage or other harm for which recovery of damages is sought or suffered by any person or persons that may arise out of, or be occasioned by, the negligence, misconduct or omission of the User, its officers, agents, associates, employees, contractors, subcontractors, sub consultants in connection with the encroaching facility or any other person entering onto the Easement Area pursuant to this Agreement or may arise out of or be occasioned by the use of the Encroaching Facility, except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, agents, or employees or separate contractors, and in the event of joint and concurrent negligence of both the City and User, responsibility and indemnity, if any, shall be apportioned comparatively.
6. **Default and Termination.** It is understood and agreed that, in case of default by User or its agents in any of the terms and conditions herein stated and such default continues for a period of ten (10) days after the City notifies User of such default in writing, the City may at its election forthwith terminate this agreement and upon such termination all of Users' rights hereunder shall cease and come to an end. This agreement shall also terminate upon the abandonment of the Encroaching Facility.

This agreement shall extend to and be binding upon User and its successors and assigns, and is not to be interpreted as a waiver of any rights held by the City under its easement.

WITNESS the following signatures and seals:

HTA-GRAND PRAIRIE HOSPITAL, LLC,
a Delaware limited liability company

By: [Signature]
Name: Robert Milligan
Title: CFO

STATE OF South Carolina §
COUNTY OF Charleston §

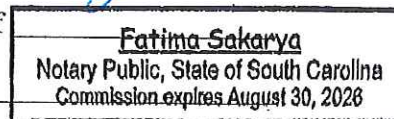
This instrument was acknowledged before me on August 10, 2017,
by Robert Milligan, CFO of HTA-Grand
Prairie Hospital, LLC, a Delaware limited liability company, on behalf of said
limited liability company.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for the State of

Print Name: _____

My Commission Expires: _____



CITY OF GRAND PRAIRIE, TEXAS

ATTEST:

City Secretary

By: _____
City Manager

APPROVED AS TO FORM:

City Attorney

STATE OF TEXAS

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COUNTY OF DALLAS

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This instrument was acknowledged before me on the _____ of _____, 2017, by _____, City Manager of the City of Grand Prairie, Texas, a municipal corporation, on behalf of said corporation.

Notary Public in and for the State of Texas