BILL GARRETT, Davidson County
Trans:T20140040382 DEEDWARRSP
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Fees:57.00 Taxes:0.00
20140609-0049896

FROM: **HCA REALTY, INC.**, a Tennessee corporation

TO: **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE**, a municipal corporation and political subdivision of the State of Tennessee

Address of New Owner:	Send Tax Bills to:	Map-Parcel No.
P.O. Box 196300	Same as New Owner	09210038300
Nashville, TN 37219-6300		
Attn: Public Property Administration		

PREPARED BY: WALLER LANSDEN DORTCH & DAVIS, LLP, 511 Union Street, Suite 2700, Nashville, TN 37219-1760

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

ROBIN LAMBORN STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

This transfer is exempt from the transfer tax pursuant to TCA § 67-4-409(f).

Affiant

Subscribed and sworn to before me, this the 3rd day of June, 2014.

NOTARY PUBLIC

My Commission Expires: 03/03/2015

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of Ten Dollars, cash in hand paid by the hereinafter named GRANTEE, and other good and valuable considerations, the receipt of which is hereby acknowledged, **HCA REALTY, INC.**, a Tennessee corporation, hereinafter called the GRANTOR, has bargained and sold, and by these presents does transfer and convey unto **METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE**, a municipal corporation and political subdivision of the State of Tennessee, hereinafter called the GRANTEE, its successors or assigns, a certain tract or parcel of land in Davidson County, State of Tennessee, described as follows (the "Real Property"), to wit:

SEE **EXHIBIT A** ATTACHED HERETO AND INCORPORATED BY REFERENCE AS FULLY AS THOUGH COPIED HEREIN.

This is improved property with an address of 2500 Charlotte Avenue, Nashville, Tennessee 37209-4129.

TO HAVE AND TO HOLD the Real Property together with all appurtenances and hereditaments thereunto belonging or in any wise appertaining to GRANTEE, its successors or assigns forever, subject only to any and all encumbrances, covenants, conditions, restrictions, easements and matters that are of record in the Register's Office for Davidson County, Tennessee that may affect the Real Property (collectively, the "Permitted Encumbrances").

GRANTOR further covenants and binds itself and its representatives, heirs and assigns to warrant specially and forever defend the title to the Real Property to GRANTEE, its successors

or assigns, against the lawful claims of all persons claiming through and under GRANTOR (other than claims arising out of the Permitted Encumbrances), but not further or otherwise.

GRANTOR further does hereby grant and convey to GRANTEE that certain easement for vehicular parking described in **EXHIBIT B** attached hereto and incorporated herein (the "Parking Easement").

Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, GRANTOR has caused this Special Warranty Deed to be executed on the 3rd day of June, 2014.

GRANTOR:

HCA REALTY, INC., a Tennessee corporation

By: _____
Print Name: Joseph A Sowell
Print Title Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared Joseph A Sowell, with whom I am personally acquainted and who, upon oath, acknowledged himself/herself to be the Vice President of HCA REALTY, INC., the within named bargainor, a Tennessee corporation and that he/she as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said Vice President as such Vice President.

WITNESS my hand and seal at office in Nashville, Tennessee, this the 3rd day of June, 2014.

_____
NOTARY PUBLIC

My Commission Expires: March 6, 2018

HELEN W. COOK
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY

Exhibit A
(To Special Warranty Deed)

Legal Description of the Real Property

Land in Davidson County, Tennessee, being Lot 1 on the Re-Subdivision of Lot 1 Plat of Medical Mart of record in Instrument No. 20140328-0025674, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being part of the same property conveyed to HCA Realty, Inc., by deeds of record in Book 6902, page 24, Book 6800, page 473, Book 6795, page 515, Book 6795, page 519, Book 6795, page 522, Book 7267, page 227, and Book 7466, page 683, in the Register's Office for Davidson County, Tennessee.

Exhibit B
(To Special Warranty Deed)

Parking Easement

1. **Easement Area; Permitted Use.**

(a) Subject to the terms and conditions of this Exhibit B (hereinafter referred to as this "Agreement"), GRANTOR does hereby grant and convey unto GRANTEE, its permitted successors and assigns, the non-exclusive right, privilege and easement, to enter and park motor vehicles upon the parking spaces constructed in the Easement Area (as defined in Section 11 herein), together with reasonable rights of ingress and egress for vehicles and pedestrians thereto as GRANTEE may from time to time require, upon, over and across the Easement Area (collectively, the "Easement Rights").

(b) The term of this Agreement and the Easement Rights granted herein shall commence upon the Effective Date (as defined in Section 11 herein) and continue perpetually (subject to mutual termination by the parties, partial termination by GRANTOR pursuant to Section 8 of this Agreement or relocation of the Easement Area pursuant to Section 8 of this Agreement). GRANTEE and its permitted successors and assigns shall use and occupy the Easement Area only for parking for its employees, agents, invitees, patients or guests (collectively "GRANTEE's Permittees"). GRANTEE shall not use the Easement Area for any other purposes. GRANTEE's Easement Rights shall run with the land and shall be appurtenant to GRANTEE's Land (as defined in Section 11 herein).

(c) GRANTEE represents, warrants and agrees with GRANTOR that: (i) the Easement Area is being made available for use by GRANTEE WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY NATURE by GRANTOR and on an "AS IS" and "WITH ALL FAULTS AND CONDITIONS" basis; and (ii) GRANTEE's acceptance of this Special Warranty Deed is confirmation that GRANTEE has inspected and has accepted the Easement Area in all respects and is fully satisfied with the condition of the same, including any and all matters of record predating this Agreement and to which this Agreement is subordinate in all respects.

(d) Unless and until GRANTOR elects to begin using the parking areas in the Easement Area as provided in Section 8, GRANTEE, at its sole cost, shall be solely responsible to maintain, replace and keep the paved areas, parking areas and landscaped areas and all lighting in the Easement Area in good condition and repair. GRANTEE shall be responsible to pay for all electricity consumed by lighting facilities and equipment in the Easement Area. Upon any termination of this Agreement, GRANTEE shall return the Easement Area in the same condition as such was received by GRANTEE, normal wear and tear excepted. Throughout the term of this Agreement, GRANTEE, at its sole cost and expense, shall keep clean and maintain the Easement Area free of damage and disrepair, and GRANTEE shall not commit or suffer to be committed any waste upon or about the Easement Area. Without limiting the foregoing, except for actions by GRANTEE necessitated in order to comply with the foregoing obligations, GRANTEE shall make no alterations, installations, additions or improvements to the Easement Area or GRANTOR's Land.

2. **Taxes.** GRANTOR will pay when due all real estate taxes and assessments attributable to the GRANTOR's Land of which the Easement Area is a part. Within thirty (30) days following receipt of GRANTOR's invoice therefore, GRANTEE shall reimburse to GRANTOR the amount of real estate taxes and assessments attributable to the land and improvements in the Easement Area (which amount shall be prorated between GRANTOR and GRANTEE based on the total number of square feet of land in the Easement Area relative to GRANTOR's Land and taking into account the improvements on GRANTOR's Land that are within the Easement Area and those improvements that are outside the Easement Area).

3. **Personal Property Waiver.** All personal property of GRANTEE and GRANTEE's Permittees, in and on the Easement Area shall be kept or maintained therein at the sole risk of

said parties. GRANTEE and GRANTEE's Permittees coming upon or about the Easement Area shall assume all risk of security and damage to their property or persons.

4. **Title and Quiet Possession**. GRANTOR represents, warrants and agrees that: (a) it is the owner of the GRANTOR's Land of which the Easement Area is a part; (b) it has the right to enter into this Agreement; (c) GRANTEE is entitled to ingress and egress to the Easement Area over GRANTOR's Land at all times and is entitled to use the Easement Area so long as GRANTEE is not in default under this Agreement beyond the expiration of any cure period; and (d) GRANTOR has or will have prior to the Effective Date any permits or other governmental authorizations necessary to permit the Easement Area to be used as a parking lot.

5. **Default**. If either party is in default under this Agreement for a period of thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law. If the non-monetary default may not reasonably be cured within a thirty (30) day period, the non-defaulting party may not pursue such remedies if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default. GRANTOR shall not have the right to terminate this Agreement except as provided in Section 8 herein.

6. **Right of Entry**. GRANTOR or its agents may, at any reasonable time, enter the Easement Area to inspect the general condition and state of repair of same, including to take protective actions in the event of an emergency arising thereupon or thereabouts which endangers property or safety of individuals.

7. **Liens**. GRANTEE shall keep the Easement Area free from any and all liens arising from any labor performed by or on behalf of, or materials furnished to GRANTEE, or other obligations incident to GRANTEE's use or occupancy of the Easement Area.

8. **Use and Relocation of Easement Area by GRANTOR**.

(a) If during the term of this Agreement, GRANTOR determines that it needs the Easement Area for future improvements on GRANTOR's Land or GRANTOR determines that it needs to use all or a portion of the Easement Area for vehicular parking in connection with its use and development of GRANTOR's Land or other nearby land of any Affiliate (as defined in Section 11 herein) of GRANTOR, GRANTOR may, at no cost to GRANTEE, partially terminate the Easement Rights granted herein with respect to the Easement Area; provided, however, if as a result of such partial termination the number of parking spaces available for use for GRANTEE's Land is insufficient to comply with applicable laws, ordinances, codes and regulation, then upon six (6) months prior written notice, GRANTOR may, at no cost to GRANTEE, move, relocate, adjust or substitute the Easement Area to another location on land of GRANTOR's or GRANTOR's Affiliates, which new location shall be decided in GRANTOR's sole discretion but which shall be within one-quarter mile of the boundaries of GRANTEE's Land and GRANTOR shall cause the total of such relocated parking spaces plus any remaining surface parking spaces in the original Easement Area and on GRANTEE's Land to equal the greater of (i) five (5) parking spaces per 1,000 square feet of space in the building on GRANTEE's Land and (ii) 491 parking spaces.

(b) GRANTOR and GRANTEE acknowledge the possibility that GRANTOR or an Affiliate of GRANTOR may construct a parking garage ("Garage") on and/or near GRANTOR's Land. In such case, GRANTOR (or GRANTOR's Affiliate) may relocate the parking spaces in the Easement Area to such Garage and GRANTEE will thereafter permit GRANTEE and GRANTEE's Permittees to use a number of non-exclusive spaces in the Garage in accordance with rules (the "Garage Use Rules") to be designated by GRANTOR (or GRANTOR's Affiliate) as shall cause the total of such Garage parking spaces plus any remaining surface parking spaces in the original Easement Area and on GRANTEE's Land to equal the greater of (i) five (5) parking spaces per 1,000 square feet of space in the building on GRANTEE's Land and (ii) 491 parking spaces. The Garage Use Rules shall be commercially reasonable, consistent with rules governing the use of other commercial parking structures in Davidson County, Tennessee and applicable to all users of the Garage.

9. **Assignment; GRANTOR's Termination Right.**

(a) Subject to the provisions of Section 9(b) herein, GRANTEE may assign, in part or in whole, this Agreement and its interest in the Easement Rights in the Easement Area to any person or entity that acquires the fee simple interest in GRANTEE's Land and the improvements on GRANTEE's Land, upon giving sixty (60) days advance written notice to GRANTOR or its successors and assigns.

(b) Notwithstanding anything to the contrary herein, GRANTOR or its successors and/or assigns shall have the right to terminate this Agreement upon the occurrence of any of the following events (each a "Triggering Event"):

(i) GRANTEE or its successors or assigns sells, transfers or conveys fee simple title to GRANTEE's Land or the improvements on GRANTEE's Land; or

(ii) GRANTEE or its successors or assigns leases GRANTOR's Land or any portion of any improvements on GRANTEE's Land for a lease term of ten (10) years or more (provided, however, GRANTEE shall have the right to lease up to twenty five percent (25%) of the usable square footage in the building on GRANTEE's Land to a non-profit entity which will perform a service or function typically provided by a municipal public health department in such leased space and such lease shall not constitute a Triggering Event).

GRANTEE or its successors and assigns shall give GRANTOR and its successors and assigns sixty (60) days advance written notice prior to occurrence of a Triggering Event. If GRANTOR elects to terminate this Agreement pursuant to this Section 9, GRANTEE shall execute a written termination of this Agreement and record such termination in the Register's Office for Davidson County, Tennessee.

10. **Notices.**

(a) All notices given pursuant to this Agreement shall be in writing and shall be considered effective when personally delivered, or delivered by overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested. For purposes of notice, the addresses of the parties shall be as follows:

If to GRANTEE:	Metro Nashville Government Attn: Public Property Administration PO Box 196300 Nashville, Tennessee 37219-6300
If to GRANTOR:	HCA Realty, Inc. One Park Plaza, Building II Nashville, Tennessee 37203 Attention: Vice President – Real Estate
With a copy to:	HCA Holdings, Inc. One Park Plaza, Building I Nashville, Tennessee 37203 Attention: General Counsel

or to such other address or facsimile number as either party may designate by notice to the other party hereto.

(b) A notice or other communication shall be considered to be duly delivered and received if sent by hand or express service when left at the address of the recipient; provided that if a notice or other communication is served by hand on a day which is not a business day, or after 5:00 p.m. on any business day at the addressee's locations such notice or communication

shall be considered to be duly delivered to and received by the recipient at 9:00 a.m. on the first business day thereafter.

11. **Definitions.** The following terms as used herein shall have the following meanings:

"Affiliate" shall mean any person, corporation, limited liability company, partnership or other legal entity, which, directly or indirectly, controls or is controlled by or is under common control with such corporation, limited liability company or partnership.

"Control" (including the correlative meanings of the terms "controlled by" and "under common control with"), as used with respect to any person, corporation, limited liability company, partnership or other legal entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person, corporation, limited liability company, partnership or other legal entity, through the ownership of voting securities, partnership interests or other equity interests.

"Easement Area" means that portion of GRANTOR's Land being more particularly described in Schedule 2 attached hereto and more particularly depicted by the diagram attached hereto as Schedule 3.

"Effective Date" means the date on which the Special Warranty Deed to which this Agreement is attached is recorded in the Register's Office for Davidson County, Tennessee.

"GRANTEE's Land" means that certain parcel of real property located in Davidson County, Tennessee more particularly described in Exhibit A to the Special Warranty Deed to which this Agreement is attached.

"GRANTOR's Land" means that certain parcel of real property located in Davidson County, Tennessee more particularly described in Schedule 1 attached hereto.

12. **Miscellaneous**. (a) This Agreement applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Agreement; (b) this Agreement is governed by the laws of the State of Tennessee; (c) this Agreement (including the Schedules) constitutes the entire agreement between the parties and supersedes all prior written and verbal agreements, representations, promises or understandings between the parties; (d) any amendments to this Agreement must be in writing and executed by both parties; (e) if any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law; (f) this Agreement shall not be construed any more or less favorably towards either GRANTOR or GRANTEE because one party had a greater or lesser role in its drafting or construction; and (g) the Easement Rights granted herein shall be easements, covenants and agreements running with the land binding upon and inure to the benefit of the GRANTOR's Land and the GRANTEE's Land and their respective successors and assigns.

Schedule 1

GRANTOR's Land

Land in Davidson County, Tennessee, being Lot 3 on the Re-Subdivision of Lot 1 Plat of Medical Mart of record in Instrument No. 20140328-0025674, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

Being part of the same property conveyed to HCA Realty, Inc., by deeds of record in Book 6902, page 24, Book 6800, page 473, Book 6795, page 515, Book 6795, page 519, Book 6795, page 522, Book 7267, page 227, and Book 7466, page 683, in the Register's Office for Davidson County, Tennessee.

Schedule 2

Legal Description of Easement Area

Beginning South 04 Degrees 43 Minutes 39 Seconds West, 197.47 feet from an existing 5/8" iron rebar with yellow Gresham Smith and Partners cap in the northwest corner of Lot 3 and in the easterly right-of-way of 26th Ave North;

Thence, leaving the said right-of-way, the following four (21) calls and distances:

South 08 Degrees 50 Minutes 51 Seconds East, 79.83 feet;
A curve to the right with a radius of 39.50 feet, a chord bearing and distance of South 74 Degrees 32 Minutes 15 Seconds East, 15.49 feet, and an arc length of 15.59 feet;
A curve to the left with a radius of 38.50 feet, a chord bearing and distance of South 74 Degrees 32 Minutes 15 Seconds East, 15.10 feet, and an arc length of 15.20 feet;
A curve to the left with a radius of 113.90 feet, a chord bearing and distance of North 77 Degrees 24 Minutes 44 Seconds East, 53.63 feet, and an arc length of 54.14 feet;
A curve to the left with a radius of 23.50 feet, a chord bearing and distance of North 33 Degrees 26 Minutes 26 Seconds East, 22.99 feet, and an arc length of 24.03 feet;
North 04 Degrees 09 Minutes 09 Seconds East, 16 feet;
A curve to the left with a radius of 3.50 feet, a chord bearing and distance of North 40 Degrees 50 Minutes 51 Seconds West, 4.95 feet, and an arc length of 5.50 feet;
North 85 Degrees 50 Minutes 51 Seconds West, 14.50 feet;
North 04 Degrees 09 Minutes 09 Seconds East, 16.00 feet;
South 85 Degrees 50 Minutes 51 Seconds East, 15.79 feet;
A curve to the left with a radius of 6.50 feet, a chord bearing and distance of North 30 Degrees 36 Minutes 40 Seconds East, 11.64 feet, and an arc length of 14.42 feet;
North 32 Degrees 55 Minutes 50 Seconds West, 14.76 feet;
North 57 Degrees 04 Minutes 10 Seconds East, 137.80 feet;
A curve to the right with a radius of 505.50 feet, a chord bearing and distance of North 76 Degrees 40 Minutes 49 Seconds East, 339.32 feet, and an arc length of 346.04 feet;
South 83 Degrees 42 Minutes 33 Seconds East, 63.25 feet;
South 06 Degrees 17 Minutes 27 Seconds West, 18.86 feet;
South 39 Degrees 46 Minutes 42 Seconds East, 4.27 feet;
South 85 Degrees 50 Minutes 51 Seconds East, 18.86 feet;
South 04 Degrees 09 Minutes 09 Seconds West, 180.56 feet;
South 12 Degrees 59 Minutes 15 Seconds West, 31.07 feet;
South 20 Degrees 02 Minutes 15 Seconds East, 31.00 feet to the south boundary line of Lot 3;

Thence, with the southerly boundary line of Lot 3, in a southwesterly direction, the following (3) calls and distances:

South 70 Degrees 38 Minutes 29 Seconds West, 367.68 feet;
A curve to the right with a radius of 260.50 feet, a chord bearing and distance of South 82 Degrees 23 Minutes 52 Seconds West, 106.14 feet, and an arc length of 106.89 feet;
North 85 Degrees 50 Minutes 51 Seconds West, 88.67 feet;

Thence, leaving the southerly boundary line of Lot 3 and continuing with the back of curb across Lot 3, North 85 Degrees 50 Minutes 51 Seconds West, 182.01 feet to the westerly boundary line of Lot 3 and the easterly right-of-way of 26th Avenue North;

Thence, with the said right-of-way in a northeasterly direction, North 04 Degrees 43 Minutes 39 Seconds East, 37.00 feet to the Point of Beginning.

The above description contains 174,662 sq.ft. (+/-) or 4.00 acres (+/-) according to survey data prepared by Gresham Smith and Partners, 511 Union Street, Nashville, Tennessee 37219-1733,

Kenneth D. Church, TN RLS #1004 on April 8-16, 2012. Source of North is per Tennessee Grid North (NAD 1983).

Schedule 3

Diagram of Easement Area

