Bill Garrett Davidson County
Batch# 8011 DEEDWARRSP
10/03/2017 04:11:16 PM 6 pgs
Fees: $33.00 Taxes: $2,982.20
20171003-0101467

Instrument Prepared by:
David P. Wright, Esq.
Waller Lansden Dortch & Davis, LLP
511 Union Street, Suite 2700
Nashville, TN 37219

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL:
Skyline Hospitality, LLC 2200 Abbott Martin Road Nashville, TN 37215	SAME	050-00-0-161.00

SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten & No/100 Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt of which is hereby acknowledged, **HTI MEMORIAL HOSPITAL CORPORATION**, a Tennessee corporation (hereinafter the "Grantor"), has this day bargained and sold, and does hereby transfer, convey and warrant to **SKYLINE HOSPITALITY, LLC**, a Tennessee limited liability company (hereinafter the "Grantee"), its successors and assigns, the following described land in Davidson County, Tennessee, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN

This is unimproved property located at 3505 Skyline Way in Nashville, Davidson County, Tennessee 37207.

TO HAVE AND TO HOLD said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said Grantees and their successors and assigns, forever. Grantor covenants with said Grantees that Grantor is lawfully seized and possessed of said land in fee simple and has a good right to convey it subject to (a) 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 said property, or which would be shown on an accurate survey of said property, (b) ad valorem real estate taxes and installments of governmental assessments for public improvements benefiting said property which are not delinquent, (c) zoning and building laws, ordinances, resolutions, regulations, and (d) the covenants and restrictions described on EXHIBIT B attached hereto and incorporated herein. Grantor further covenants and binds itself, its successors and assigns to warrant and forever defend the title to said real estate against the lawful claims of all persons claiming by, through or under it, but not further or otherwise.

Whenever used, the singular 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 executed this instrument on this 2nd day of October, 2017.

HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation

By: _____
Nicholas L. Paul, its Vice President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Nicholas L. Paul, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of HTI MEMORIAL HOSPITAL CORPORATION, the within named bargainor, a Tennessee corporation, and that he 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 himself as such Vice President.

WITNESS my hand and official seal at Nashville, Davidson County, Tennessee, this 2nd day of October, 2017.

HELEN W. COOK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

_____
Notary Public

My Commission Expires: March 6, 2018

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $806,000.00.

W. Garrett Bell
AFFIANT

Subscribed and sworn to before me this 3rd day of October, 2017.

Jack F. Stringham II
Notary Public

My Commission Expires: 3/6/2018



EXHIBIT A
LEGAL DESCRIPTION

Land in the 5th Councilmanic District of Davidson County, Tennessee, being Lot(s) 1, as shown on the map entitled Subdivision of Skyline Medical Center, of record as Instrument No. 20170918-0095500, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being part of the property conveyed to HCA HEALTH SERVICES OF TENNESSEE, INC., A TENNESSEE CORPORATION, by deed from NASHVILLE/MUSIC CITY LAND FUND, L.P., A TENNESSEE LIMITED PARTNERSHIP, of record in Book 11022, page 54, dated July 15, 1998, said Register's Office. Then being further conveyed to HTI MEMORIAL HOSPITAL CORPORATION, A TENNESSEE CORPORATION, by Quitclaim Deed from HCA HEALTH SERVICES OF TENNESSEE, INC., A TENNESSEE CORPORATION, of record in Book 11610, page 681, dated August 6, 1999, said Register's Office. Then being part of and further conveyed to THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, A PUBLIC NOT-FOR-PROFIT CORPORATION, by Quitclaim Deed from HTI MEMORIAL HOSPITAL CORPORATION, A TENNESSEE CORPORATION, of record as Instrument No. 20000524-0052156, dated May 23, 2000, said Register's Office. Then being part of and further conveyed to HTI MEMORIAL HOSPITAL CORPORATION, A TENNESSEE CORPORATION, by Quitclaim Deed from THE HEALTH AND EDUCATIONAL FACILITIES BOARD OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, A PUBLIC NOT-FOR-PROFIT CORPORATION, of record as Instrument No. 20081230-0123555, dated December 23, 2008, said Register's Office.

EXHIBIT B
USE RESTRICTIONS

1. **Permitted Use.** As used in this Exhibit B, "Permitted Use" shall mean construction, operation and maintenance of a hotel operated by a national or regional multi-location hotel chain or franchise for short-term, overnight lodging by paying guests, and ancillary uses thereto such as event, meeting, gift shop and food and beverage uses by the operator of the hotel or its tenants. The real property described in this deed and any improvements now or hereafter thereon (collectively, the "Property") may only be used and occupied for the Permitted Use, and no other use of the Property shall be permitted without the prior written consent of HTI MEMORIAL HOSPITAL CORPORATION, a Tennessee corporation d/b/a TriStar Skyline Medical Center located at 3441 Dickerson Pike, Nashville, Tennessee 37207 or any successor health care facility that replaces TriStar Skyline Medical Center (the "Hospital"), as evidenced by the written consent of either: (i) the Chief Executive Officer of the Hospital or (ii) so long as the Hospital is owned and operated by HCA Holdings, Inc., the Vice President-Real Estate of HCA Holdings, Inc., which consent may be granted or denied in its sole and absolute discretion.

2. **Prohibited Uses.** Without in any way limiting the foregoing, in no event shall the Property or any part thereof be used for any of the following activities:

(a) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined); and

(ii) the operation of an acute care general hospital, a specialty hospital, a rehabilitation center, an extended care facility or nursing home, an outpatient or inpatient clinic, surgical center, emergency center, a home health service, a health maintenance organization or similar direct care provider, an ambulance service, a birthing center or an inhalation or physical therapy center.

As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, (i) any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service and (ii) the provision of any medical or related service to or for any person that is in addition to the examination and diagnosis of patients performed directly by a licensed physician (a "Physician") or by other health care professionals under the direct supervision of a Physician, or a facility operated for the provision of any such service.

3. **Covenants Running with the Land; Enforcement and Remedies.** The covenants, agreements, rights, options and restrictions set forth in this Exhibit B shall be effective upon the date this instrument is recorded and shall be covenants running with the land and shall be binding upon Grantee, its/his/hers heirs, successors and assigns, and all persons or entities claiming by, through or under Grantee or its/his/her heirs, successors and assigns, and shall inure to the benefit of Hospital and its heirs, successors and assigns. Irreparable harm will result to Hospital by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit B, and, therefore, Hospital shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit B, as well as any other relief available at law or equity. The failure of Hospital, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit B, or to exercise any right or privilege conferred in this Exhibit B, shall not constitute or be construed as the waiver of such or any similar restriction, right, option, or privilege, but the same shall continue and remain in full force and effect as if no such forbearance had occurred. Grantee shall indemnify and hold harmless Hospital against all costs, expenses, damages, liability, or loss caused by any violation hereof of any provision of this Exhibit B by, through or under Grantee, its tenants and subtenants of Grantee and their respective agents, contractors, partners, officers, directors, employees and invitees.