Karen Johnson Davidson County
Batch# 504947 DEEDWARRSP
10/30/2020 09:10:30 AM 9 pgs
Fees: $48.00 Taxes: $2,035.00
20201030-0126524

THIS INSTRUMENT PREPARED BY:
Andrew P. Gulotta, Esq.
HCA Healthcare
1100 Dr. Martin L. King Jr. Blvd., Suite 500
Nashville, Tennessee 37203

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

The actual consideration or value, whichever is greater, for this transfer is $550,000.00.

Affiant

SARA METCALF
TENNESSEE NOTARY PUBLIC
My Comm Exp. March 6, 2024
COUNTY OF DAVIDSON

Subscribed and sworn to before me this 22nd day of October, 2020.

Notary Public

My Commission Expires: 3/6/2024

****

ADDRESS OF NEW OWNER:	SEND TAX BILL TO:	MAP-PARCEL NO.
Middle Tennessee School of Anesthesia, Inc. 315 Hospital Drive P.O. Box 417 Madison, Tennessee 37115	SAME	05207011100 05208019800

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SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION OF the sum of $10.00, cash in hand paid by the hereinafter named Grantee, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, **HTI MEMORIAL HOSPITAL CORPORATION**, a Tennessee corporation, (***"Grantor"***), has bargained and sold, and by these presents does transfer and convey unto **MIDDLE TENNESSEE SCHOOL OF ANESTHESIA, INC.**, a Tennessee corporation (***"Grantee"***), its successors and assigns, a certain tract or parcel of land in the City of Madison, County of Davidson, State of Tennessee, described as follows, to-wit:

See attached Exhibit A

Said property is transferred subject to real estate taxes for 2020, not yet due or payable, applicable zoning, subdivision and building regulations, all matters of record and all matters which would be disclosed by an accurate survey or inspection of the Property and those restrictions provided on Exhibit B to this Special Warranty Deed (collectively, ***"Permitted Exceptions"***).

TO HAVE AND TO HOLD the said tract or parcel of land, with the appurtenances, estate, title and interest thereto belonging to the said Grantee, its successors and assigns, forever, and Grantor does

covenant with the said Grantee that it is lawfully seized and possessed of said land in fee simple, has a good right to convey it, and the same is unencumbered, unless otherwise herein set out; and Grantor does further covenant and bind itself, its successors and assigns, to warrant and forever defend the title to the said land to the said Grantee, its successors and assigns, against the lawful claims of all persons claiming by, through or under Grantor only, excepting however, the Permitted Exceptions. 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.

[*Remainder of Page Intentionally Left Blank; Signature Page to Follow*]

SIGNATURE PAGE TO SPECIAL WARRANTY DEED

IN WITNESS WHEREO20 Grantor has caused this Special Warranty Deed to be executed on the 22 day of October, 2019.

HTI MEMORIAL HOSPITAL CORPORATION,
a Tennessee corporation

By: _____
Nicholas L. Paul, Vice President

Date: October 22, 2020

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State 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 the 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 as such Vice President.

Witness my hand and seal this the 22 day of October, 2020.

_____
Notary Public

My Commission Expires: January 3, 2022

HELEN W. COOK
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

[Remainder of Page Intentionally Left Blank; Exhibit A to Follow]

EXHIBIT A TO SPECIAL WARRANTY DEED

LEGAL DESCRIPTION

TRACT 1:

BEING A TRACT OF LAND LYING IN MADISON, DAVIDSON COUNTY, TENNESSEE, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A PK NAIL SET AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF NEELYS BEND ROAD, AND THE EASTERLY RIGHT-OF-WAY LINE OF HOSPITAL DRIVE, SAID PK NAIL SET BEING LOCATED AT NORTHLING: 698,105.45; EASTLING: 1,766,380.88; ON THE STATE PLANE COORDINATE SYSTEM NAD-83 (1990);

THENCE LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF NEELYS BEND ROAD, WITH THE EASTERLY RIGHT-OF- WAY LINE OF HOSPITAL DRIVE, NORTH 50 DEG 32 MIN 16 SEC EAST, 1039.71 FEET TO AN IRON ROD SET;

THENCE WITH A CURVE TO THE LEFT, ALONG AN ARC LENGTH OF 238.67 FEET, THE CENTRAL ANGLE OF WHICH IS 21 DEG 42 MIN 23 SEC, THE RADIUS OF WHICH IS 630.00 FEET, THE CHORD OF WHICH IS NORTH 39 DEG 41 MIN 04 SEC EAST, 237.25 FEET TO A POINT, AT A CORNER COMMON WITH THE PROPERTY OF ADVENTIST HEALTH SYSTEM/SUNBELT, INC., AS OF RECORD IN DEED BOOK 8393, PAGE 111, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE LEAVING THE EASTERLY RIGHT-OF-WAY LINE OF HOSPITAL DRIVE, WITH THE SOUTHERLY PROPERTY LINE OF ADVENTIST HEALTH SYSTEM/SUNBELT, INC., WITH A CURVE TO THE RIGHT, ALONG AN ARC LENGTH OF 37.92 FEET, THE CENTRAL ANGLE OF WHICH IS 86 DEG 54 MIN 22 SEC, THE RADIUS OF WHICH IS 25.00 FEET, THE CHORD OF WHICH IS NORTH 72 DEG 17 MIN 04 SEC EAST, 34.39 FEET TO A POINT;

THENCE SOUTH 64 DEG 15 MIN 45 SEC EAST, 92.77 FEET TO AN EXISTING CONCRETE MONUMENT;

THENCE WITH THE WESTERLY PROPERTY LINE OF ADVENTIST HEALTH SYSTEM/SUNBELT, INC., SOUTH 33 DEG 18 MIN 32 SEC WEST, 391.46 FEET TO AN IRON ROD SET, AT A CORNER COMMON WITH THE PROPERTY OF WILLIAM F. SCOTT, II, AS OF RECORD IN INSTRUMENT NUMBER: 20030911-0133742, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE WESTERLY PROPERTY LINE OF WILLIAM F. SCOTT, II, SOUTH 57 DEG 25 MIN 34 SEC WEST, 106.06 FEET TO AN EXISTING IRON ROD, AT A CORNER COMMON WITH LOT 4 OF THE CHRISTIAN SUBDIVISION SANITARIUM ROAD, AS OF RECORD IN PLAT BOOK 8250, PAGE 561, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, ALSO BEING THE PROPERTY OF ANNETTE M. POWER-HAW, ET VIR AS OF RECORD IN INSTRUMENT NUMBER: 20030605-0077518, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE WESTERLY PROPERTY LINE OF SAID LOT 4, SOUTH 58 DEG 08 MIN 11 SEC WEST, 187.65 FEET TO AN EXISTING IRON ROD, AT A CORNER COMMON WITH LOT 3 OF THE SAID CHRISTIAN SUBDIVISION SANITARIUM ROAD, ALSO BEING THE PROPERTY OF BRUCE A. BOGGESS, ET UX, AS OF RECORD IN INSTRUMENT NUMBER: 20011026-0117415, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE WESTERLY PROPERTY LINE OF SAID LOT 3, SOUTH 39 DEG 47 MIN 16 SEC WEST, 255.46 FEET TO AN EXISTING IRON ROD, AT A CORNER COMMON WITH LOT 1 OF THE SAID CHRISTIAN SUBDIVISION SANITARIUM ROAD, ALSO BEING THE PROPERTY OF STEVEN GREG VENTRESS, AS OF RECORD IN INSTRUMENT NUMBER: 20021028-0131191, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, AND A CORNER COMMON WITH THE PROPERTY OF ALTON CANTARUTTI, ET UX, AS OF RECORD IN DEED BOOK 8226, PAGE 670, AT THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE;

THENCE WITH THE WESTERLY PROPERTY LINE OF ALTON CANTARUTTI, ET UX, SOUTH 33 DEG 33 MIN 06 SEC WEST, 317.13 FEET TO AN IRON ROD SET IN THE NORTHERLY RIGHT-OF-WAY LINE OF NEELYS BEND ROAD;

THENCE WITH THE NORTHERLY RIGHT-OF-WAY LINE OF NEELYS BEND ROAD, NORTH 64 DEG 04 MIN 12 SEC WEST, 298.06 FEET TO THE PONT OF BEGINNING. CONTAINING 213,033 SQUARE FEET OR 4.891 ACRES MORE OR LESS.

INCLUDED IN THE FOREGOING DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, IS PROPERTY CONVEYED TO METROPOLITAN GOVERNMENT OF NASHVILLE & DAVIDSON COUNTY, ITS HEIRS AND ASSIGNS, BY DEED OF RECORD INSTRUMENT NO. 200610090124851, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

TRACT 2:

BEGINNING AT A CONCRETE MONUMENT IN THE SOUTHERLY MARGIN OF ACADEMY DRIVE, SAID MONUMENT BEING THE NORTHWEST CORNER OF THE PROPERTY CONVEYED TO THE KENTUCKY-TENNESSEE CONFERENCE ASSOCIATION OF SEVENTH—DAY ADVENTIST, INCORPORATED BY DEED OF RECORD IN BOOK 7231, PAGE 239, OF THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE (PARCEL 64 ON TAX MAP NO. 52-8);

THENCE, ALONG A CURVE TO THE LEFT (I=79 DEGREES 04 MINUTES 02 SECONDS; R=25.0 FEET) A DISTANCE OF 34.50 FEET TO A CONCRETE MONUMENT;

THENCE, ALONG A CURVE TO THE RIGHT (I=12 DEGREES 21 MINUTES 57 SECONDS; R=400.34 FEET) A DISTANCE OF 86.40 FEET TO A CONCRETE MONUMENT;

THENCE, SOUTH 19 DEGREES 58 MINUTES 25 SECONDS EAST, 496.14 FEET TO A CONCRETE MONUMENT, THENCE, NORTH 64 DEGREES 34 MINUTES 00 SECONDS EAST, 50.00 FEET TO A CONCRETE MONUMENT; THENCE, SOUTH 25 DEGREES 26 MINUTES 00 SECONDS EAST, 127.0 FEET TO A CONCRETE MONUMENT; THENCE, SOUTH 64 DEGREES 34 MINUTES 00 SECONDS WEST, 216.63 FEET TO A CONCRETE MONUMENT; THENCE, SOUTH 68 DEGREES 29 MINUTES 35 SECONDS WEST 515.71 FEET TO A CONCRETE MONUMENT; THENCE, NORTH 29 DEGREES 45 MINUTES 53 SECONDS EAST, 391.46 FEET TO A CONCRETE MONUMENT; THENCE, NORTH 67 DEGREES 51 MINUTES 12 SECONDS WEST 92.94 FEET TO A CONCRETE MONUMENT; THENCE, ALONG A CURVE TO THE LEFT (I=87 DEGREES 48 MINUTES 43 SECONDS; R=25.0 FEET) FOR A DISTANCE OF 38.32 FEET TO A CONCRETE MONUMENT IN THE EASTERLY MARGIN OF HOSPITAL ROAD; THENCE, ALONG A CURVE TO THE LEFT (I=27 DEGREES 47 MINUTES 15 SECONDS; R=630.0 FEET) FOR A DISTANCE OF 305.54 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 03 DEGREES 27 MINUTES 10 SECONDS WEST, 84.62 FEET TO A CONCRETE MONUMENT; THENCE, ALONG A CURVE TO THE RIGHT (I=58 DEGREES 18 MINUTES 20 SECONDS; R=50.0 FEET) FOR A DISTANCE OF 50.88 FEET TO A CONCRETE MONUMENT;

THENCE, NORTH 54 DEGREES 50 MINUTES 48 SECONDS EAST, 281.15 FEET TO THE POINT OF BEGINNING, CONTAINING 6.89 ACRES MORE OR LESS.

BEING PART OF THE SAME PROPERTY CONVEYED TO HTI MEMORIAL HOSPITAL CORPORATION, A TENNESSEE CORPORATION, BY DEED FROM TCMC MADISON-PORTLAND, INC., A TENNESSEE CORPORATION, OF RECORD IN INSTRUMENT NO. 200612040149336, IN THE REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE.

[*Remainder of Page Intentionally Left Blank; Exhibit B to Follow*]

EXHIBIT B TO SPECIAL WARRANTY DEED

USE RESTRICTIONS

1. USE RESTRICTIONS.

(a) Permitted Uses. The Property may be used for any purposes allowed by applicable zoning codes and regulations except for the uses prohibited in Section (b) below.

(b) Prohibited Uses. The Property (and any portion or subdivided part of the Property) shall not, under any circumstances, be used for any of the following uses without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion: (i) an acute care hospital, medical or surgical or specialty hospital, or any other hospital facility, whether general or special, (ii) an outpatient or inpatient clinic, (iii) a facility providing surgery services, (iv) a facility providing birthing services, (v) a facility providing inhalation, respiratory, or physical therapy services, (vi) a facility providing rehabilitation services, (vii) except as provided below, an extended care facility, skilled nursing facility, assisted living facility or nursing home, (viii) a facility providing urgent care, emergency care or similar medical services, (ix) an ambulance service, (x) a home health service, a health maintenance organization or similar direct care provider, or (xi) a facility providing Ancillary Medical Care Services or Facilities (defined below). Notwithstanding the preceding sentence, nothing in this Exhibit prohibits any Physician (defined below) who conducts a medical practice at the Property from performing on or providing to such Physician's own patients Ancillary Medical Care Services or Facilities (i) so long as such Ancillary Medical Care Services or Facilities are (A) the kind and type usually and customarily provided by Physicians of similar experience and training to patients in such Physicians' own offices, and (B) ancillary and incidental to such Physician's primary medical practice and do not constitute the Physician's primary medical practice or specialty nor the predominant services rendered by the Physician to the Physician's patients, and (ii) so long as such patients for whom such Ancillary Medical Care Services or Facilities are performed are not referred to such Physician primarily for the purpose of obtaining such Ancillary Medical Care Services or Facilities. Further, notwithstanding item (vii) above, Grantor shall not unreasonably withhold its consent to the use of the Property as an assisted living facility provided such assisted living facility: (x) shall be subject to the remaining restrictions set forth in this Exhibit, (y) shall not be affiliated with any competitor of HCA Healthcare, Inc., its affiliates, successors or assigns, and (z) shall not allow at such facility the provision of services, nor the treatment of patients or residents, by Physicians affiliated with, or employed by, any competitor of HCA Healthcare, Inc., its affiliates, successors or assigns.

"***Ancillary Medical Care Services or Facilities***" means and includes, (i) any form of testing for diagnostic or therapeutic purposes, (ii) the provision or operation of a laboratory (including, without limitation, a pathology laboratory or clinical laboratory), (iii) 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)), (iv) physical therapy services, or respiratory therapy service, and (v) 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.

2. MISCELLANEOUS. This Exhibit shall be governed, construed and enforced in accordance with the laws of the state in which the Property is situated. If any covenant, condition, restriction, option,

right of first refusal or other provision of this Exhibit is unlawful, void or voidable for the violation of any rule of law, including, but not limited to, the rule against perpetuities, any law regarding unreasonable restraints on alienation or any similar rule of law, then such provision shall continue only until the date that is 21 years after the death of the last survivor of the now-living lineal descendants of Elizabeth II, Queen of England. Except as otherwise provided in this Exhibit, the covenants and restrictions provided for in this Exhibit will be effective upon the date of this deed and run with the land for a term of 99 years. The agreements and restrictions provided for herein shall inure to the benefit of and be binding upon the (i) the Grantor and its successors and assigns; (ii) the Grantee, and (iii) the respective successors, successors-in-title, assigns, heirs and lessees of the Grantee, and their respective agents, employees, lessees and invitees. The covenants and restrictions provided for in this Exhibit shall remain in full force and effect and shall be unaffected by any change in ownership of the Property, or by any change of use, demolition, reconstruction, expansion, subdivision, or other circumstances, except as specified herein. Irreparable harm will result to Grantor by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit, and, therefore, Grantor shall be entitled to relief by way of injunction or specific performance to enforce the provisions of this Exhibit, as well as any other relief available at law or equity. The failure of Grantor, in any one or more instances, to insist upon compliance with any of the terms and conditions of this Exhibit, or to exercise any right or privilege conferred in this Exhibit, 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.

[*Remainder of Page Intentionally Left Blank; End of Exhibit B*]

True Copy Certification

I, Matt Foster, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Matt Foster
Signature

State of Tennessee

County of Davidson

Personally appeared before me, Jodean M. King, a notary public for this county and state, Matt Foster who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Jodean M. King
Notary's Signature

My Commission Expires: 06/21/2021

Notary Seal:

