

RECORDER'S CERTIFICATION
JACKSON COUNTY, MISSOURI

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2008E0038418

ROBERT T. KELLY, DIRECTOR, RECORDER OF DEEDS

Title of Document: SPECIAL WARRANTY DEED

Date of Document: April 7th 2008

Grantor: Centerpoint Medical Center of Independence, LLC

Grantee: City of Independence, Missouri

Mailing Address: City of Independence
111 E. Maple
Independence, MO 64050

Legal Description: Being all of Tract A, all of Tract B, and all of Lot 4, CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, a subdivision in Independence, Jackson County, Missouri, according to the Final Plat of CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, recorded on June 12, 2007 as Document No. 2007E0077441.

Reference Book and Page:

This DEED, made and entered into by and between Centerpoint Medical Center of Independence, LLC, a Delaware limited liability company, ("Grantor"), whose mailing address is: c/o HCA, Inc., One Park Plaza, Nashville, TN 37203, and City of Independence, Missouri ("Grantee"), whose mailing address is: 111 E. Maple, Independence, MO 64050;

Witnesseth, for and in consideration of the sum of Ten Dollars (\$10) and other good and valuable consideration, receipt of which is hereby acknowledged;

Grantor does hereby Grant, Bargain and Sell, Convey and Confirm to Grantee, and Grantee's heirs and assigns, the following described real property in Jackson County, Missouri, to-wit:

Being all of Tract A, all of Tract B, and all of Lot 4, CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, a subdivision in Independence, Jackson County, Missouri, according to the Final Plat of CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, recorded on June 12, 2007 as Document No. 2007E0077441.

SUBJECT TO: The encumbrances more particularly described in Exhibit "1", attached hereto and incorporated herein by reference (the "Permitted Encumbrances"), and the restrictive covenants set forth on Exhibit "2", attached hereto and incorporated herein by reference (the "Restrictive Covenants").

To have and to hold the same, together with all rights, immunities, privileges and appurtenances, unto Grantee and Grantee's heirs and assigns, forever;

And the Grantor hereby covenants that these premises are free from all encumbrances except as set forth above, and that Grantor will warrant and defend the title to these premises unto the Grantee, and Grantee's heirs and assigns, forever, against the lawful claims of all persons claiming through the Grantor.

IN WITNESS WHEREOF, the Grantor has executed this Special Warranty Deed this 7th day of April, 2008.

GRANTOR:

CENTERPOINT MEDICAL CENTER OF
INDEPENDENCE, LLC

By: W. Mark Kimbrough

Name: W. Mark Kimbrough

Title: Vice President, Real Estate

ACKNOWLEDGMENT – LIMITED LIABILITY COMPANY

STATE OF TENNESSEE)

) ss.

COUNTY OF DAVIDSON)

On this 7th day of April, 2008, before me, a Notary Public in and for said State, personally appeared, W. Mark Kimbrough, to me personally known, who, being by me duly sworn, did say that he is the Vice-President, Real Estate, of CENTERPOINT MEDICAL CENTER OF INDEPENDENCE, LLC, A DELAWARE LIMITED LIABILITY COMPANY, who executed the foregoing instrument in behalf of said limited liability company by authority of all its members, and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Helen W. Cook

Print Name: Helen W. Cook

Notary Public in and for said County and State

My commission expires:

March 20, 2010

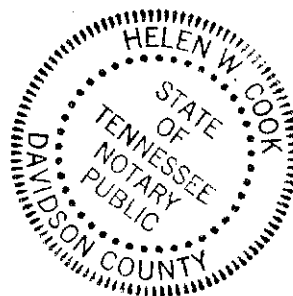


Exhibit "1"

TO SPECIAL WARRANTY DEED

PERMITTED ENCUMBRANCES

1. The easements, covenants and agreements herein set forth in this Special Warranty Deed.
2. Rights of the public in streets and highways adjoining the Property, if any.
3. Zoning and building laws, ordinances, resolutions and regulations.
4. Real estate taxes and assessments for public improvements which are not delinquent and not yet due and payable.
5. Covenants, agreements, conditions, restrictions, reservations and other exceptions of record and all easements and rights of way.
6. Set-backs, encroachments, rights-of-way and other matters that would be disclosed by an accurate survey and inspection of the Property.

Exhibit "2"

TO SPECIAL WARRANTY DEED

RESTRICTIVE COVENANTS

1. (a) Except for uses prohibited below in Section 1(b), the Property may be used for any purposes allowed by applicable zoning codes and regulations.

(b) Notwithstanding any provision of Section 1(a) of this Exhibit 3, however, the following uses shall not be permitted on the Property under any circumstances, (i) an acute care hospital, medical or surgical or specialty hospital, (ii) a facility providing outpatient or inpatient surgery services, (iii) a facility providing birthing services, (iv) a facility providing outpatient psychiatric services, (v) a facility providing outpatient rehabilitation services, (vi) the provision of skilled nursing services or (vii) a facility providing "Ancillary Medical Services or Facilities" (as defined herein). As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, (x) 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), physical therapy services, or respiratory therapy service, and (y) 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 or by other health care professionals under the direct supervision of a licensed physician, or a facility operated for the provision of any such service.

(c) Notwithstanding any provision of Section 1(b) of this Exhibit 2 however, solely in the Grantee's discretion, the Property may be used for any purposes that are ancillary or related to the primary use of the Property for a Fire Station, Police Station or emergency services, including without limitation, for ambulance services, paramedic services or emergency response medical care.

2. The provisions of this Exhibit shall remain in effect and be enforceable until such time as the hospital facility operated by Grantor or any of Grantor's affiliates known as Centerpoint Medical Center in Independence, Missouri (the "Hospital"), or any successor health care facility which replaces Hospital, is permanently closed; provided, however, the provisions of this Exhibit shall in any event terminate, lapse and be of no further effect on the date fifty (50) years after the recording of this Exhibit (the "Restriction Period"). The Hospital or successor health care facility shall, for the purposes of the preceding sentence, be deemed to have permanently closed when and if such facility has been closed and no health care services of any kind have been provided therein for a period of twenty-four (24)

consecutive months; provided, however, if no such health care services have been provided at such facility for such period of time because of damage or destruction by fire or any other casualty, and such facility is being repaired or reconstructed, then such facility shall not be deemed to have closed, permanently or otherwise, from the date of such casualty to the date of completion of such repairs or restoration.

3. The covenants and restrictions provided for in this Exhibit shall be effective upon the date hereof and shall run with the land. The agreements provided for herein shall inure to the benefit of and be binding upon the (a) the Grantor and its successors and assigns; (b) the Hospital; (c) the Grantee, and (d) the respective successors, successors-in-title, assigns, heirs and lessees of Hospital and 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 or other circumstances, except as specified herein. Irreparable harm will result to Grantor and the Hospital by reason of any breach of the agreements, covenants and restrictions set forth in this Exhibit, and, therefore, Grantor and Hospital 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 or Hospital, 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.

4. This Exhibit shall be governed, construed and enforced in accordance with the laws of the State of Missouri. If any covenant, condition, restriction, option, right of first refusal or other provision of this Exhibit shall be 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 twenty-one (21) years after the death of the last survivor of the now-living lineal descendants of Elizabeth II, Queen of England.