

LANDSCAPE MAINTENANCE AGREEMENT

THIS LANDSCAPE MAINTENANCE AGREEMENT is entered into by and between **HCA Health Services of Tennessee, Inc.** ("*TriStar Centennial Medical Center*"), and The Metropolitan Government of Nashville and Davidson County (the "Metropolitan Government"). This agreement shall not be binding on the parties until it has been signed by the parties and approved by the Metropolitan Council.

WHEREAS, the Metro Final Site Plan Approval (Case No. 2022SP-0064-002), dated October 10, 2023 includes Traffic and Parking Conditions of Approval requiring TriStar Centennial Medical Center to enter into a joint agreement with NDOT/Metro to maintain the existing landscaping for the newly extended median on Harpeth Valley Rd. (the "Premises"), as shown on attached **Exhibit A**; and

WHEREAS, the Nashville Department of Transportation ("NDOT") on August 13, 2024, approved with conditions Final Construction plans produced by Fulmer Lucas Engineering, Heibert Ball Land Design, and Burch Transportation, detailing the improvements to be made within the public right-of-way including the median extension and preservation of existing landscaping (the "Approved Plans") attached hereto as **Exhibit B**; and

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The existing landscaping within the median in the Harpeth Valley Road R/W east of the TriStar Centennial Medical Center property shall be maintained by TriStar Centennial Medical Center.
2. TriStar Centennial Medical Center shall maintain the existing landscaping within this median in all material aspects as shown on the Plan in a manner reasonably acceptable to the Metropolitan Government.
3. In the event TriStar Centennial Medical Center fails to materially maintain the landscaping within the public right-of-way as shown on the Plan in an acceptable manner determined solely in the reasonable opinion of the Metropolitan Government, the Metropolitan Government may take whatever steps it deems reasonably necessary regarding the landscaping, including removal thereof, so as to protect the safety of the public. In the event the Metropolitan Government assumes maintenance of the landscaping, the Metropolitan Government is not bound by the landscaping depicted in these plans.
4. It is expressly understood and agreed that the Metropolitan Government is under no obligation to maintain or repair the landscaping, and in no event shall this Agreement be construed to impose any such obligation on the Metropolitan Government. In the event of a breach of this Agreement, TriStar Centennial Medical Center shall not be considered in default if the breach is curable and is remedied within thirty (30) days of receiving written notice of the breach from the Metropolitan Government. If the breach is not curable within thirty (30) days after receiving notice, TriStar Centennial Medical Center shall not be in default provided that it promptly commences efforts to cure the breach within the thirty (30)-day period and diligently pursues such cure to completion.
5. In the event the Metropolitan Government performs work of any nature or expends any funds in the performance of said work for labor, use of equipment, supplies, materials and the like, caused or necessitated solely by the failure of TriStar Centennial Medical Center to maintain the Landscaping in accordance with the Plan, TriStar Centennial Medical Center shall reimburse the Metropolitan Government upon demand

within thirty (30) days of receipt of written notice for all reasonable and necessary costs incurred by the Metropolitan Government.

6. This Landscape Maintenance Agreement shall be binding on TriStar Centennial Medical Center, its administrators, executors, successors, assigns, and all other successors in interest.
7. TriStar Centennial Medical Center agrees to indemnify and hold the Metropolitan Government harmless from any actual loss, or damage directly resulting from or caused by TriStar Centennial Medical Center's failure to maintain the Landscaping that is the subject of this Agreement.

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Nashville Department of Transportation

HCA HEALTH SERVICES OF TENNESSEE, INC., a Tennessee corporation

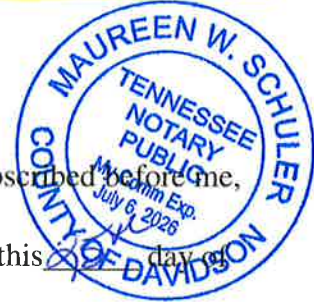
DocuSigned by:
Diana W. Alarcon
CGA6046554B9461...
Diana Alarcon, Director


By: 
Todd Maxwell, Vice President

APPROVED AS TO AVAILABILITY OF FUNDS:

Signed by:
Kevin Crumbo/mjw
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Kevin Crumbo, Director
Department of Finance

Sworn to and subscribed before me,
a Notary Public, this 27 day of September, 2024.
My Commission Expires: July 6, 2026





FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Date: _____

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:
Phylinda Ramsey
AB977FA986E6421...
Metropolitan Attorney

APPROVED AS TO RISK AND INSURANCE:

DocuSigned by:
Balogun Cobb
68804BF12FD741C...
Director of Insurance

EXHIBIT A

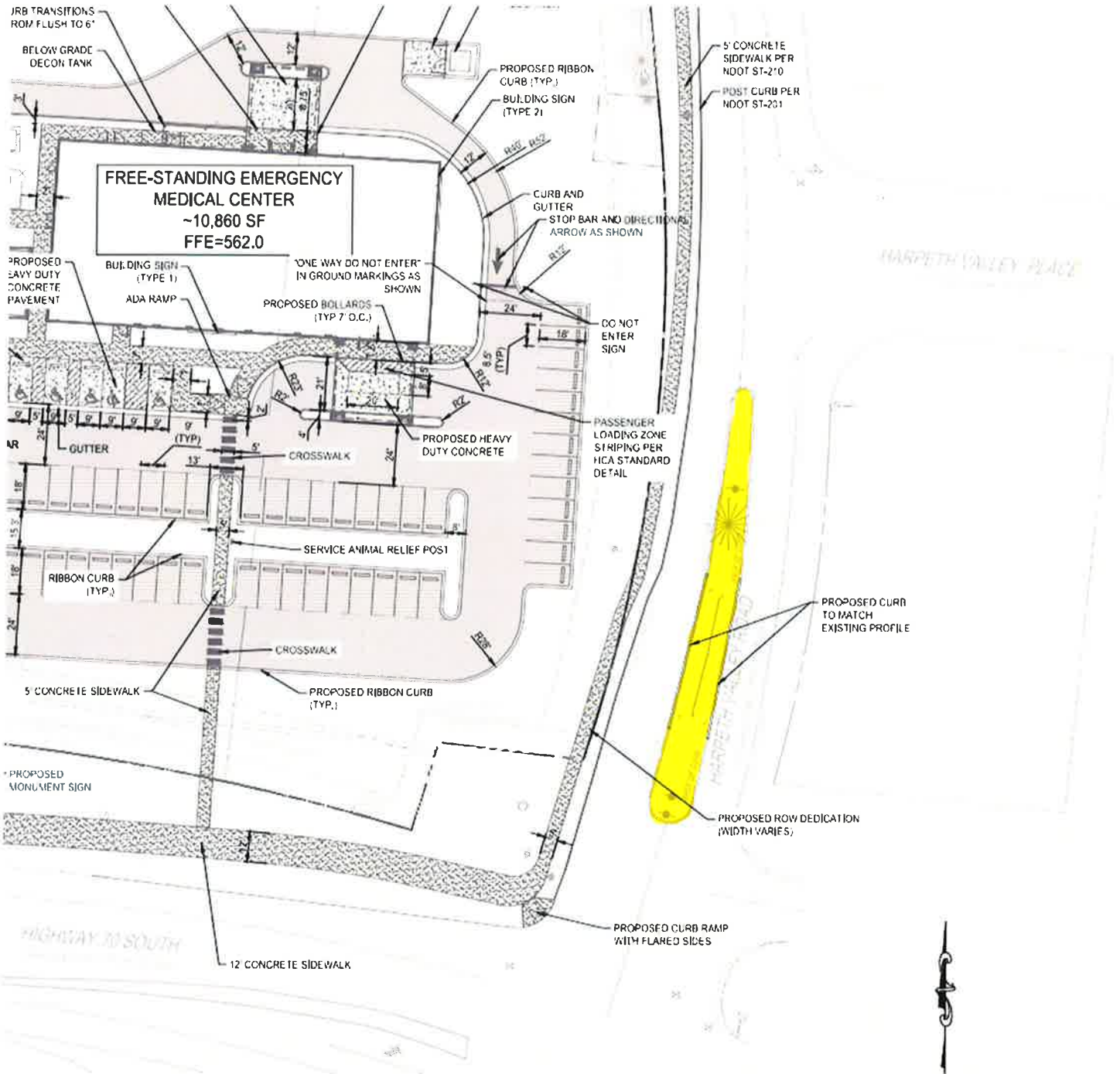


EXHIBIT B

Case Number: **CACN T2023016528 - 7734 Highway 70 S**

Comments: **(Updated Plan Set: Median Design / Striping / Signage Plan)**

Submit the recorded right-of-way dedication instrument.

Traffic / Multi-Modal Review -

Reviewer: **Matt Hattabaugh**

Date: **8/13/24**

Comments:

Approved with conditions:

Include a temporary traffic control and signage plan, complying with MUTCD standards, for any work located within the public right of way.

Roads / Right-of-way Review -

Reviewer: **Jonathan Honeycutt**

Date: **8/13/2024**

Comments: **Approved as noted. See Sheet C1.0**

Submit the recorded right-of-way dedication instrument.

Obtain any necessary permits from the Nashville Department of Transportation, NDOT, Permit Office and pay all applicable fees 24 hours prior to beginning work. Contact the permit office to arrange a site meeting to confirm all placements of elements in the right of way. Contact the NDOT Inspector prior to beginning work. The inspector can be reached at 615-862-8782 or at pwpermits@nashville.gov. Failure to comply may result in unnecessary work, financial penalties, and delays. The plan will be viewable in Cityworks and is identified as NDOT approved plans.

Any excavation of the right of way done as part of project construction must be restored to NDOT final patch standards prior to receiving a U & O release.

Permits issued at this site will be regulated strictly due to the site location and traffic flows. Time restrictions and police assistance may be required.