

**AMENDED AND RESTATED RESTRICTIVE COVENANT RELATING TO
PERMITTED USES OF 18.45 ACRES**

This **AMENDED AND RESTATED RESTRICTIVE COVENANT RELATING TO PERMITTED USES OF 18.45 ACRES** ("Amendment") is made as of September __, 2014, by and between Baptist Foundation of Texas (the "Baptist Foundation"), the original grantor, and Nueces County Hospital District (the "District"), the assignee and successor to the original grantees and present owner of that certain parcel of land (the "Property") hereinafter referred to and fully described by metes and bounds in the Warranty Deed ("Warranty Deed") recorded at volume 291, pages 193-195 of the Deed Records of Nueces County, Texas on August 2, 1943.

W I T N E S S E T H

WHEREAS, Nueces County ("County") and City of Corpus Christi ("City") (collectively, "Original Grantees"), original grantees of the Property, undertook construction and subsequent operation of a hospital and other facilities on the Property deeded by the Baptist Foundation, and operated such hospital and other facilities from 1943 until July, 1967, when the citizens of Nueces County voted to create the District pursuant to the Constitution and Laws of Texas;

WHEREAS, by statute, upon creation of the District, the District acquired all lands, buildings and equipment jointly and separately owned by Original Grantees, and by which for the purpose of providing medical care and services to the indigent or needy persons of Nueces County, Texas;

WHEREAS, in accordance with the foregoing, the Property, consisting of the 18.45 acre tract deeded by Baptist Foundation, was duly conveyed by recorded deed from Original Grantees to the District, and such deed is recorded in the Deed Records of Nueces County, Texas at volume 1282, Page 310 of said records;

WHEREAS, the District has continuously owned the Property and operated or contracted for the operation of the hospital and other facilities on the Property without pause or interruption since receipt of the premises in 1968;

WHEREAS, the Warranty Deed from Baptist Foundation includes a restrictive covenant limiting the use of the Property as follows ("Restrictive Covenant"):

"TO HAVE AND TO HOLD the above described premises unto the said City of Corpus Christi and to Nueces County, their successors and assigns, so long as said premises are held or used for no other purpose or use than that of carrying on a hospital; and whenever such premises shall be used for any other than hospital purposes, then and thereupon this conveyance shall be null and void, and said land and premises shall absolutely revert to the Grantor herein, its successors and assigns; and no act or omission on the part of any of them shall be a waiver of the operation or enforcement of such condition"

WHEREAS, the District and Baptist Foundation desire, in consideration of the evolving nature of the delivery and provision of health care services since the original conveyance of the

Property and, in particular, the transition since the original conveyance of the Property from providing medical and health care services in the hospital inpatient setting to hospital outpatient/ambulatory facilities, desire to amend and restate the Restrictive Covenant.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are forever acknowledged and confessed, the parties hereto agree as follows:

Baptist Foundation and the District hereby agree that the Restrictive Covenant is hereby deleted in its entirety and replaced by the following:

“To have and to hold all of the above described premises conveyed in that Deed from Baptist Foundation of Texas to Nueces County and City of Corpus Christi and recorded at volume 291, pages 193-195 of the Deed Records of Nueces County, Texas, and the successors and assigns of such original Grantees and specifically including the Nueces County Hospital District and its successors and assigns, so long as said premises are held or used for hospital, healthcare, healthcare education, and/or related activities or purposes including, without limitation, an outpatient primary care clinic or any other inpatient or outpatient/ambulatory facility or facilities used to provide healthcare or related services to the community; and whenever such premises shall be used for any other than the purposes described in this clause, then this conveyance shall be null and void, and said land and premises shall absolutely revert to the Baptist Foundation of Texas its successors and assigns; and no act or omission on the part of any of them shall be a waiver of the operation or enforcement of such condition”

[Signature Page Follows]

EXECUTED this _____ day of September, 2014.

BAPTIST FOUNDATION:

NUECES COUNTY HOSPITAL DISTRICT

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this _____ day of September, 2014 by _____.

[SEAL]

Notary Public, State of Texas

My commission expires:

Printed Name of Notary Public

STATE OF TEXAS §
 §
COUNTY OF NUECES §

This instrument was acknowledged before me on this _____ day of September, 2014 by _____.

[SEAL]

Notary Public, State of Texas

My commission expires:

Printed Name of Notary Public

AFTER RECORDING, RETURN TO:

