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9.11SPECIAL WARRANTY DEED TO REALTY  
AND BILL OF SALE OF PERSONALTYTHE STATE OF TEXAS  
COUNTY OF HIDALGO§  
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§

KNOW ALL MEN BY THESE PRESENTS

That, WESLACO HOSPITAL AUTHORITY, a body politic and corporate and a political subdivision of the State of Texas acting herein by and through its duly authorized officers (hereinafter called the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration cash in hand paid to it by KNAPP MEDICAL CENTER, a Texas non-profit corporation (hereinafter called the "Grantee"), the receipt and sufficiency of which consideration are hereby confessed and acknowledged by the Grantor, has GRANTED, SOLD, CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto the Grantee, the surface estate only in and to those certain tracts or parcels of land together with all buildings, structures, improvements, furnishings, fixtures, machinery, equipment, and other property, real, personal, and mixed, thereon or used or useful in connection with said land (hereinafter collectively called the "Subject Property"), situated in Hidalgo County, Texas, more particularly described in Exhibit I which is attached hereto, hereby referred to and incorporated herein as fully and for all purposes as if set forth herein in full.

This conveyance is expressly made subject to all validly existing restrictions, covenants, liens, rights-of-way, easements, mineral reservations, royalty reservations, and encumbrances of record, if any, affecting the Subject Property to the extent, but only to the extent, the same are valid and subsisting, and without any intention of ratifying or confirming any of same which may be invalid or are no longer subsisting.

In addition to the foregoing matters, this deed and conveyance is further made and accepted subject to and upon the following covenants and agreements between the Grantor and Grantee, which covenants and agreements shall constitute and forever be and remain covenants running with title to the Subject Property, to-wit:

1. The above described tracts or parcels of land shall be administered, operated, maintained, occupied, and used faithfully, efficiently and exclusively for and in connection with a not-for-profit hospital and health care delivery system rendering hospital and health care services, which

may include health care education and research, at all times and available, without discrimination as to race, color, religion, sex, or national origin, to the public generally, including, without limitation, all inhabitants of the City of Weslaco, for the public purpose of better providing for the present and prospective health, safety, and general welfare of the people of the State of Texas by enhancing the availability, efficiency, and economy of hospital and health care facilities, which may include health care education and research, and the services rendered thereby.

2. Although nothing herein shall be deemed to prohibit the free exercise of religion as guaranteed by the First Amendment to the Constitution of the United States of America, and although there shall be no interference with the religious rights or conscience of patients of or visitors to the not-for-profit hospital and health care delivery system operated upon it, the Subject Property will not be used or operated for sectarian purposes; for the teaching of doctrines or tenets of any particular faith, sect, or religion; or as a place for worship or in connection with any part of any program specifically for the education of students to prepare them to become ministers of religion or to enter into or upon any other religious vocation or to prepare them to teach theological subjects.

3. In the event the covenants and agreements set forth in the two paragraphs next preceding this paragraph 3 shall be violated or breached, or an attempt shall be made to violate or breach any of same, the Grantor, the Grantee, the successors of the Grantor or of the Grantee, and any other person or party aggrieved or at interest, or any one or more such parties, may institute and prosecute any proceedings at law or in equity to abate, prevent, or enjoin any such violation or attempted violation.

4. The covenants set forth in the next three preceding paragraphs hereto shall be valid and binding and remain in full force and effect until cancelled and removed by an instrument in writing executed by the Grantor, the Grantee, or their respective successors and assigns, and consented to in writing by the Attorney General of

the State of Texas, and such instrument and consent are filed for record in the Office of the County Clerk of Hidalgo County, Texas.

TO HAVE AND TO HOLD the Subject Property, together with all and singular the rights and appurtenances thereunto in any wise belonging, unto the Grantee, its successors and assigns, forever; and the Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the Subject Property unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise, subject, however, to the matters as set forth herein.

EXECUTED this 17th day of December, 1987.



WESLACO HOSPITAL AUTHORITY

By: Joe Cardenas  
President, Board of Directors

ATTEST:  
[Signature]  
Secretary, Board of Directors

THE STATE OF TEXAS  
COUNTY OF HIDALGO

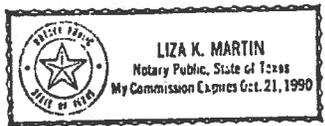
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This instrument was acknowledged before me on ~~November~~ December 22, 1987 by Joe Cardenas, President of the Board of Directors of the Weslaco Hospital Authority, a body politic and a political subdivision of the State of Texas, on behalf of said Authority.

Liza K. Martin  
Notary Public in and for  
the State of Texas

(NOTARY SEAL)

My commission expires: \_\_\_\_\_



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EXHIBIT I

The Subject Property consists of one tract of land described as follows:

A 15.40 acre tract of land out of Farm Tract 692, Block 141, West Tree Subdivision, Llena Grande Grant, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a point lying 40.0 ft. West and 250.0 ft. South of the northeast corner of said FT 692 for the northeast corner of the tract of land herein described, thence South 240.0 ft. to a point for a corner;

Thence, West 101.38 ft. to a point;

Thence, South  $10^{\circ} 00'$  West 397.39 ft. to a point;

Thence, South  $80^{\circ} 00'$  East 17.64 ft. to a point;

Thence, South  $10^{\circ} 00'$  West 100.01 ft. to a point;

Thence, South  $80^{\circ} 00'$  East 173.01 ft. to a point lying along the West right-of-way line of James Street;

Thence, South along said right-of-way line 327.05 ft. to a point for the southeast corner of this tract;

Thence, West 720.0 ft. to a point for the southwest corner of this tract;

Thence, North 767.0 ft. to a point;

Thence, East 130.0 ft. to a point;

Thence, North  $10^{\circ} 00'$  East 142.16 ft. to a point;

Thence, West 154.68 ft. to a point;

Thence, North 128.00 ft. to a point lying along the South line of a 5.0 ft. easement for the northwest corner of this tract;

Thence, East along said easement line 375.0 ft. to a point;

Thence, North 3.00 ft. to a point;

Thence, East 25.0 ft. to a point;

Thence, North 50.0 ft. to a point;

Thence, East 320.0 ft. to a point being the northeast corner of this tract of land, the point of beginning of this description, and containing 15.40 acres, more or less.

Together with all buildings, structures, improvements, furnishings, fixtures, machinery, equipment, and other property, real, personal, and mixed, thereon or used or useful in connection with said land, and held by the Grantor.

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