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Prepared by: Hancock, Daniel, Johnson & Nagle, P.C.
Return to: Hancock, Daniel, Johnson & Nagle, P.C.
4112 Inslake Drive
Glen Allen, Virginia 23060

Tax Parcel No



DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS (this "Declaration") is made and entered into as of April 26, 2005, by and between PETERSBURG SOUTH ASSOCIATES, LLC, a Virginia limited liability company (together with its successors and assigns, "Seller"), and PETERSBURG HOSPITAL COMPANY, LLC, a Virginia limited liability company (together with its successors and assigns, "Purchaser").

RECITALS:

A. Seller is the owner of approximately 107.951 acres of land located in the City of Petersburg, Virginia, which land is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to the terms of that certain Option Contract dated April 1, 2003 and executed by and between Seller and Purchaser, as amended on July 29, 2003 and April 28, 2004 (collectively, the "Option Contract"), Purchaser intends to acquire from Seller approximately 43.925 acres of the Property, which 43.925 acres is more particularly described on Exhibit B attached hereto and incorporated herein by this reference (the "Hospital Property").

C. Pursuant to the terms of the Option Contract, and as a material inducement to Purchaser to consummate the transactions contemplated therein, Seller has agreed to provide for certain restrictions on the use of the Remaining Property (as defined herein) for the benefit of Purchaser and the Hospital Property.

AGREEMENT:

~~Now, THEREFORE,~~ in consideration of the above Recitals which are incorporated herein by reference as if set forth in full together with the promises below, and intending to be legally bound and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. **REMAINING PROPERTY.** For purposes of this Declaration, the term "Remaining Property" means all or any portion of the Property, less and except the Hospital Property.

2. **RESTRICTIONS.** Seller hereby adopts and imposes upon the Remaining Property, as covenants, conditions and restrictions running with the title to the land and each part thereof, the following covenants, conditions and restrictions, each and all of which shall run with, and be appurtenant to, and burden the title to the Remaining Property and each part thereof, and which shall bind all parties (including Seller), having or acquiring any right, title, estate or interest in or to the Remaining Property or any part thereof, and their respective heirs or successors in title, lessees, licensees, occupants, concessionaires and assigns (and each deed or other instrument hereafter conveying, assigning or otherwise transferring any right, estate, interest or title in or to

10420

any portion of the Remaining Property shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not these covenants, conditions and restrictions are set out in full or by reference in any such deed or other instrument), and each and all of which shall only inure to the benefit of Purchaser and its successors in title to the Hospital Property:

The Remaining Property shall not be used for any acute care hospital, special hospital, long term care hospital, inpatient rehabilitation facility, outpatient rehabilitation facility, diagnostic imaging center, inpatient psychiatric facility, or ambulatory or other type of surgery center.

The foregoing shall be referred to as the "Restricted Uses." For purposes of this Declaration: (a) the term "special hospital" means any institution defined as a "hospital" by § 32.1-123 of the Code of Virginia (or any successor statute) which provides care for a specialized group of patients or limits admissions to provide diagnosis and treatment for patients who have specific conditions (e.g., tuberculosis, orthopedic, pediatric, maternity, cardiac); (b) the term "inpatient rehabilitation facility" means a medical facility primarily offering, on an inpatient basis, the types of medical services as are, as of the date of this Declaration, offered by a facility defined within 42 C.F.R. 412.23(b) or its successor provision together with such uses (including outpatient services) as are ancillary thereto; and (c) the term "long term care hospital" is a medical facility primarily offering the types of medical services as are, as of the date of this Declaration, offered by a facility defined within 42 C.F.R. 412.23(e) or its successor provision together with such uses as are ancillary thereto. Notwithstanding the foregoing, nothing contained in this Declaration shall prohibit Seller and its successors and assigns from using the Remaining Property for purposes of any (i) nursing home, (ii) skilled nursing facility, (iii) assisted living facility, (iv) physical therapy, occupational therapy or sports medicine clinic, (v) medical office building, or (vi) other use which is not a Restricted Use and for which a certificate of public need is not required.

3. TERM. The covenants, conditions and restrictions contained in Section 2 above shall terminate on the earlier to occur of the following: (i) the fiftieth (50th) anniversary of the date first written above, or (ii) following completion of the hospital that Purchaser intends to construct on the Hospital Property (the "Hospital"), the date on which the Hospital Property ceases to be used as a hospital for more than six (6) months (except in the event of a casualty loss or a temporary suspension or revocation of the Hospital's license by the Virginia Department of Health or other agency or authority having jurisdiction). Notwithstanding anything contained in this Declaration to the contrary, the covenants, conditions and restrictions contained in Section 2 above shall not apply to Purchaser or its affiliates in the event Purchaser or its affiliates acquire any right, title, estate or interest in or to the Remaining Property or any part thereof following the date hereof.

4. SUCCESSORS AND ASSIGNS. This Declaration, and all the terms and provisions hereof, shall be binding upon Seller and its successors or assigns in title, shall run with the land and shall inure to the benefit of Purchaser and its successors or assigns.

5. **GOVERNING LAW.** This Declaration shall be interpreted and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to any conflict of law provisions.

6. **NOTICE.** Any notice, demand, or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by receipted overnight delivery, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, addressed as follows:

Seller: Petersburg South Associates, LLC
1420 East Commerce Road
Richmond, Virginia 23224
Attention: Manager

With a simultaneous copy to: David F. Belkowitz, Esq.
Ehrschler Fleischer
The Federal Reserve Bank Building
701 E. Byrd Street, 16th Floor
Richmond, Virginia 23219

Purchaser: Petersburg Hospital Company, LLC
c/o CHS/Community Health Systems
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027-4600
Attention: President

With a simultaneous copy to: CHS/Community Health Systems
155 Franklin Road, Suite 400
Brentwood, Tennessee 37027-4600
Attention: General Counsel

~~or to such other address, and to the attention of such other person or officer as any party may designate, with copies thereof to the respective counsel thereof as notified by such party.~~

7. **AMENDMENT.** This Declaration may be modified or amended only by a written agreement or instrument executed by all parties hereto (or their respective successors in title) and duly recorded in the Office of the Clerk of the Circuit Court of the City of Petersburg, Virginia. Notwithstanding the foregoing, any waiver which may be granted with regard to the restrictions imposed within this Declaration must be in writing and may only be made by Purchaser or its successors or assigns, as the sole beneficiary of such restrictions.

8. **REMEDIES; NON-WAIVER.** In addition to any other rights available to Purchaser under the Option Contract, Purchaser shall have the right to specific performance of any or all of the terms and provisions of this Declaration, and the right to injunctive relief in the event of a breach thereof. In the event of any dispute under this Declaration, the prevailing party shall be entitled to all costs and expenses incurred in enforcing the terms hereof, including reasonable

000482

attorneys' fees. The failure of Purchaser to enforce or promptly enforce this Declaration upon any violation hereof shall not be deemed or construed as a waiver of the right to do so at any time, or a waiver of any future violation similar or dissimilar in nature. Except as otherwise specifically provided in this Declaration or the Option Contract, (i) no remedy provided in this Declaration shall be exclusive but each shall be cumulative with all other remedies provided in this Declaration, and (ii) all remedies at law or in equity shall be available.

9. **HEADINGS.** The headings contained in this Declaration are for reference purposes only and shall not in way affect the meaning or interpretation hereof.

10. **SEVERABILITY.** If this Declaration is invalid or unenforceable in part or under certain circumstances, the balance of this Declaration and its application under other circumstances shall be valid and enforceable to the fullest extent permitted by law.

11. **COUNTERPARTS.** This Declaration may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

12. **RECITALS.** The recitals are hereby incorporated within this Declaration by reference.

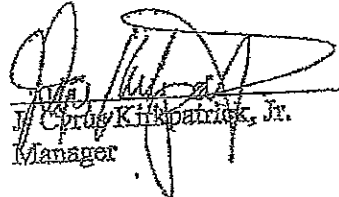
SIGNATURE PAGES FOLLOW

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In Witness Whereof, the parties hereto have executed this Declaration as of the date first written above.

SELLER:

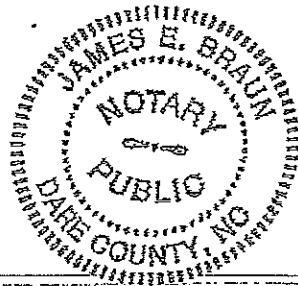
Petersburg South Associates, LLC

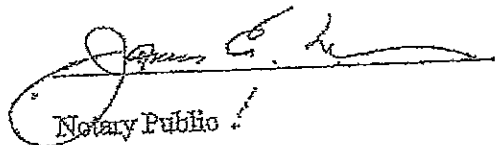
By: 
Name: J. Cyrus Kirkpatrick, Jr.
Title: Manager

STATE OF North Carolina *on*
~~COMMONWEALTH OF VIRGINIA~~
CITY/COUNTY OF DARE:

The foregoing instrument was acknowledged before me this 26 day of April, 2005, by J. Cyrus Kirkpatrick, Jr., as Manager on behalf of PETERSBURG SOUTH ASSOCIATES, LLC, a Virginia limited liability company.

My commission expires: 4/10/2010




Notary Public

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SELLER:

PETERSBURG SOUTH ASSOCIATES, LLC

By: Bernadette G. Palmer
Name: Bernadette G. Palmer
Title: Manager

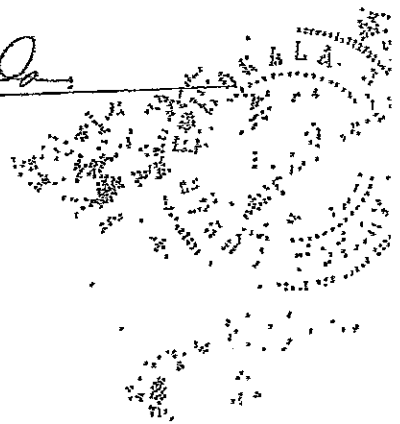
COMMONWEALTH OF VIRGINIA:

CITY/COUNTY OF Richmond:

The foregoing instrument was acknowledged before me this 26th day of April, 2005, by Bernadette G. Palmer, as Manager on behalf of Petersburg South Associates, LLC, a Virginia limited liability company.

My commission expires: 12/31/07

[Signature]
Notary Public



425

PURCHASER:

PETERSBURG HOSPITAL COMPANY, LLC

By: David L. Miller
Name: David L. Miller
Title: President

STATE OF TENNESSEE

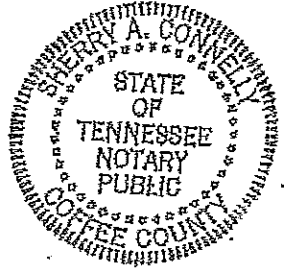
CITY/COUNTY OF Williamson

The foregoing instrument was acknowledged before me this 26th day of April, 2005, by David L. Miller, as President on behalf of PETERSBURG HOSPITAL COMPANY, LLC, a Virginia limited liability company.

My commission expires:

12-9-2008

Sherry A. Connelly
Notary Public



426

EXHIBIT A

Description of the Property

ALL that certain lot, piece or parcel of land with all improvements thereon and appurtenances thereto belonging, lying and being in the City of Petersburg, Virginia, 107,951 acres of land situated on the east side of Route 301, Petersburg, Virginia, as more particularly shown on a plat prepared by W. M. Naulty, land surveyor, dated August 15, 2001.

TOGETHER WITH an easement with right of ingress and egress over an area measuring 50 feet by 100 feet lying immediately to the east of and adjacent to the eastern boundary of Seyler Drive.

TOGETHER WITH a 2577 Square Foot Sign Easement reserved in the deed to Heritage Place Limited Partnership dated October 28, 1999, recorded May 17, 2000 in the Clerk's Office, Circuit Court, City of Petersburg, Virginia in Deed Book 637, page 892 and shown on a plat attached to the deed.

BEING part of the same real estate conveyed to Petersburg South Associates, a Virginia general partnership, by Deed from Crater South Associates, a Virginia general partnership, dated August 12, 1983, recorded August 15, 1983 in the Clerk's Office, Circuit Court, City of Petersburg, Virginia in Deed Book 398, page 467.