

COMMON AREA MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into as of this 3rd day of January, 1994 by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, party of the first part (hereinafter referred to as "Developer"), and HEALTHSOUTH REAL PROPERTY HOLDING CORPORATION, a Delaware corporation, party of the second part (hereinafter referred to as "HEALTHSOUTH");

W I T N E S S E T H:

WHEREAS, HEALTHSOUTH is the owner of a parcel of land described in Exhibit "A" attached hereto and by this reference made a part hereof (said land being hereinafter referred to as the "HEALTHSOUTH PROPERTY") on which there is to be constructed an office building to be occupied by HEALTHSOUTH upon completion;

WHEREAS, Developer maintains certain areas (hereinafter referred to as the "Common Areas") as hereinafter set forth for the benefit of certain owners and tenants of a substantial portion of the development known as Inverness Center (said development and said areas thereof being generally within the property shown on the copy of a plan thereof attached hereto as Exhibit "B" and by this reference made a part hereof, said substantial portion thereof consisting of approximately one hundred forty-six (146) acres):

WHEREAS, HEALTHSOUTH recognizes that the maintenance by Developer of the Common Areas as hereinafter set forth will, upon completion of the aforesaid office building on the HEALTHSOUTH PROPERTY, inure to the benefit of the HEALTHSOUTH PROPERTY as well as to the benefit of such other owners and tenants within the Inverness Center development; and

WHEREAS, Developer and HEALTHSOUTH desire to enter into this Agreement to establish the basis on which HEALTHSOUTH will share in the costs and expenses of Developer in maintaining the Common Areas as hereinafter set forth.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by Developer to HEALTHSOUTH, and other good and valuable consideration, the

01/04/1994-00022
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE
006 NCD 21.00

Taylor & Mathis

Inst # 1994-00022

receipt and sufficiency of which are hereby acknowledged,
Developer and HEALTHSOUTH covenant and agree as follows:

1. Agreement to Share. HEALTHSOUTH hereby recognizes that Developer presently maintains in a neat and orderly appearance the medians and other landscaping located in the right-of-way of the roads within Inverness Center known as Inverness Center Parkway, Inverness Center Drive, and Inverness Center Place, and within the right-of-way of a public highway fronting Inverness Center known as U.S. Highway 280, and that Developer presently intends to so maintain any other roads constructed on land owned by Developer in Inverness Center, all as shown on Exhibit "B". HEALTHSOUTH hereby agrees for itself, its successors and assigns, that for a period of twenty (20) years from the date hereof, HEALTHSOUTH shall pay annually its pro rata share of all reasonable expenses and costs actually incurred by Developer or its successors directly in so maintaining said medians, landscaping, and lighting.

2. Method of Allocation. HEALTHSOUTH's pro rata share of such maintenance costs and expenses within Inverness Center, as shown by Exhibit "B", shall be determined by multiplying the total of such annual costs and expenses for such maintenance by a fraction established as follows: The numerator of such fraction shall be the number of acres contained in the HEALTHSOUTH PROPERTY; the denominator of such fraction shall be the total acreage as shown in Exhibit "B", and such costs shall be reasonable.

3. Payment of Allocated Costs and Expenses. Such Common Area maintenance costs and expenses shall be paid annually by HEALTHSOUTH, or its successors and assigns, to Developer, or its successors, within forty-five (45) days after receipt each calendar year by HEALTHSOUTH, of a detailed statement from Developer certified by a duly authorized representative of Developer, or its successors, reflecting the total of such costs and expenses and a computation reflecting HEALTHSOUTH's share of such costs. On or before the 30th day of April following each calendar year during the continuance of such Common Area

maintenance by Developer, Developer shall submit such detailed statement of expenses for the immediately preceding calendar year. Payments for any partial calendar years covered by the term of this Agreement shall be prorated according to the portion of the year covered.

4. Term of Maintenance. Nothing contained herein shall require or obligate Developer to maintain said medians, landscaping, or lighting and HEALTHSOUTH recognizes that Developer, after thirty (30) days notice, may cease providing such maintenance at any time at its sole discretion. This Agreement shall continue in full force and effect until, the earlier of twenty (20) years from the date hereof, or the 31st day of May of the year following the last year in which Developer, or its successors, has incurred any chargeable costs or expenses in connection with such maintenance. Developer and HEALTHSOUTH hereby agree that the obligation of HEALTHSOUTH hereunder is a real covenant and shall bind and be enforceable against all subsequent owners of the HEALTHSOUTH PROPERTY, and HEALTHSOUTH covenants and agrees that in the event HEALTHSOUTH conveys all or any portion of the HEALTHSOUTH PROPERTY, that in connection with such conveyance HEALTHSOUTH shall require the purchaser thereof to assume the obligations of HEALTHSOUTH under this Agreement.

5. Books and Records. During the term of this Agreement, Developer, or its successors, shall maintain, keep, and preserve for a period of three (3) years after the time period to which they relate, full, complete, and accurate books and records regarding the maintenance costs and expenses which are the subject of this Agreement. Such books and records shall include complete information as to the purpose, nature, and amount of any item included in such costs and expenses, and the receipt of any expenditure in connection therewith. HEALTHSOUTH, or its duly authorized agent or representative, shall have the right, at any reasonable time, to inspect such books and records and all related or supporting information.

6. Invalid Provisions. If any clause or provision of this

Agreement shall be illegal, invalid, or unenforceable under present or future laws, the remainder of this Agreement shall not be affected thereby. It is the intention of Developer and HEALTHSOUTH that in lieu of each clause or provision in this Agreement which shall be illegal, invalid, or unenforceable, there shall be added as a part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as possible in order to give effect to the intent of this Agreement.

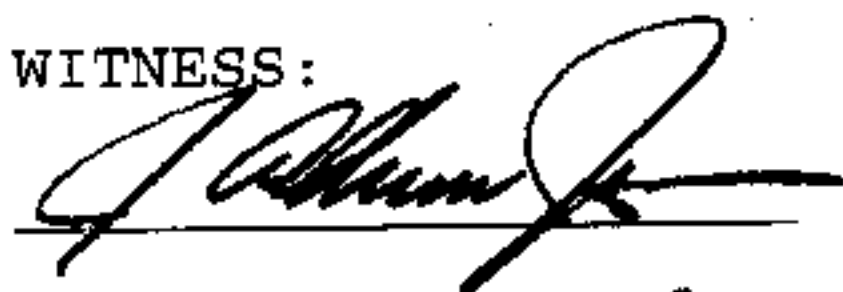
7. **Entire Agreement.** This Agreement supersedes all prior discussions and agreements between Developer and HEALTHSOUTH with respect to Common Area maintenance and constitutes the sole and entire agreement between Developer and HEALTHSOUTH with respect thereto.

8. **Headings.** The headings of the paragraphs of this Agreement are for convenience of reference only and are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

9. **Effect.** This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns whether voluntary by act of the parties or involuntary by operation of law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed under seal as of the date first above written.

WITNESS:

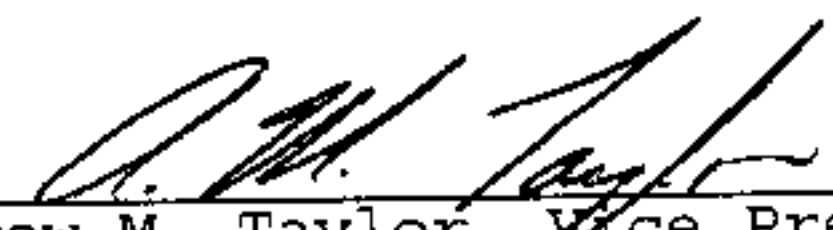


NOTARY:

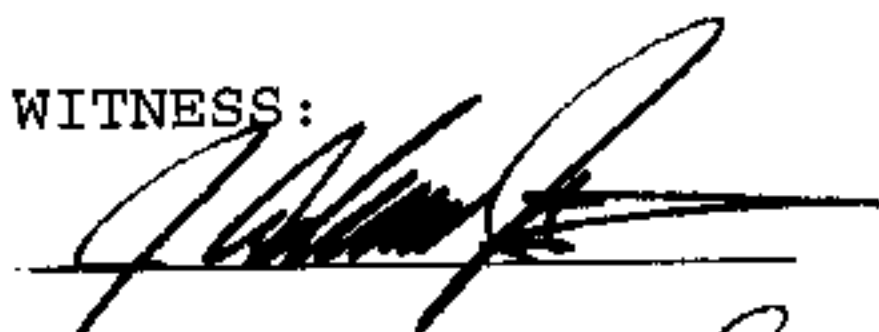

MY COMMISSION EXPIRES OCTOBER 31, 1995

TAYLOR & MATHIS, INC., as Manager for
METROPOLITAN LIFE INSURANCE COMPANY

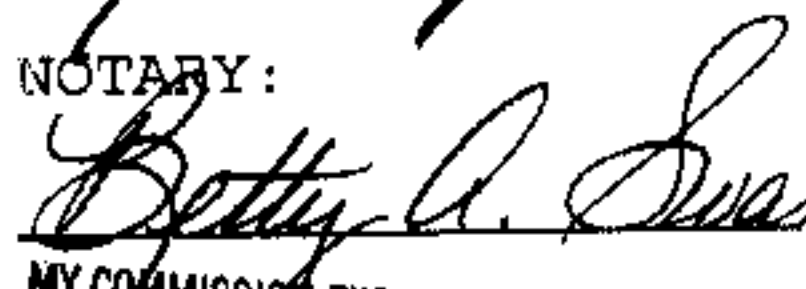
By:


Andrew M. Taylor, Vice President

WITNESS:



NOTARY:


MY COMMISSION EXPIRES OCTOBER 31, 1995

HEALTHSOUTH REAL PROPERTY HOLDING
CORPORATION

By:

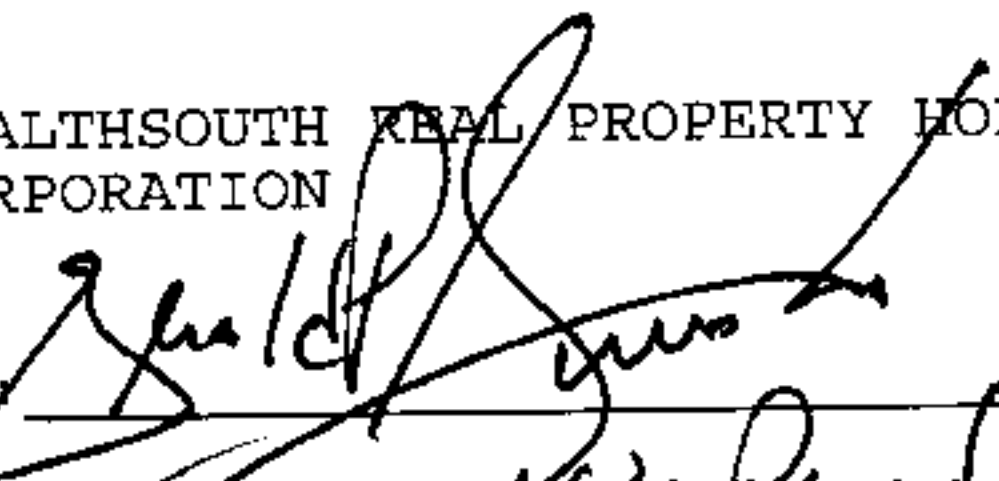
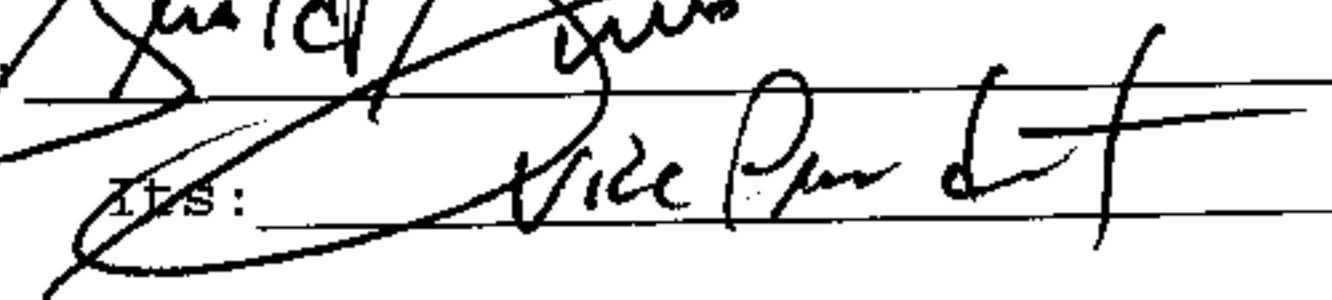

Its: 

EXHIBIT "A"

STATE OF ALABAMA
SHELBY COUNTY

David Watkins, a Registered Land Surveyor in the State of Alabama, hereby certifies, to the best of my knowledge and belief, that all parts of this survey and drawing have been prepared in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama, as part of the Survey 2 1/4 of the Northwest 1/4 of Section 35, Township 18 South, Range 2 West, Seale County, Alabama, and being more particularly described as follows:

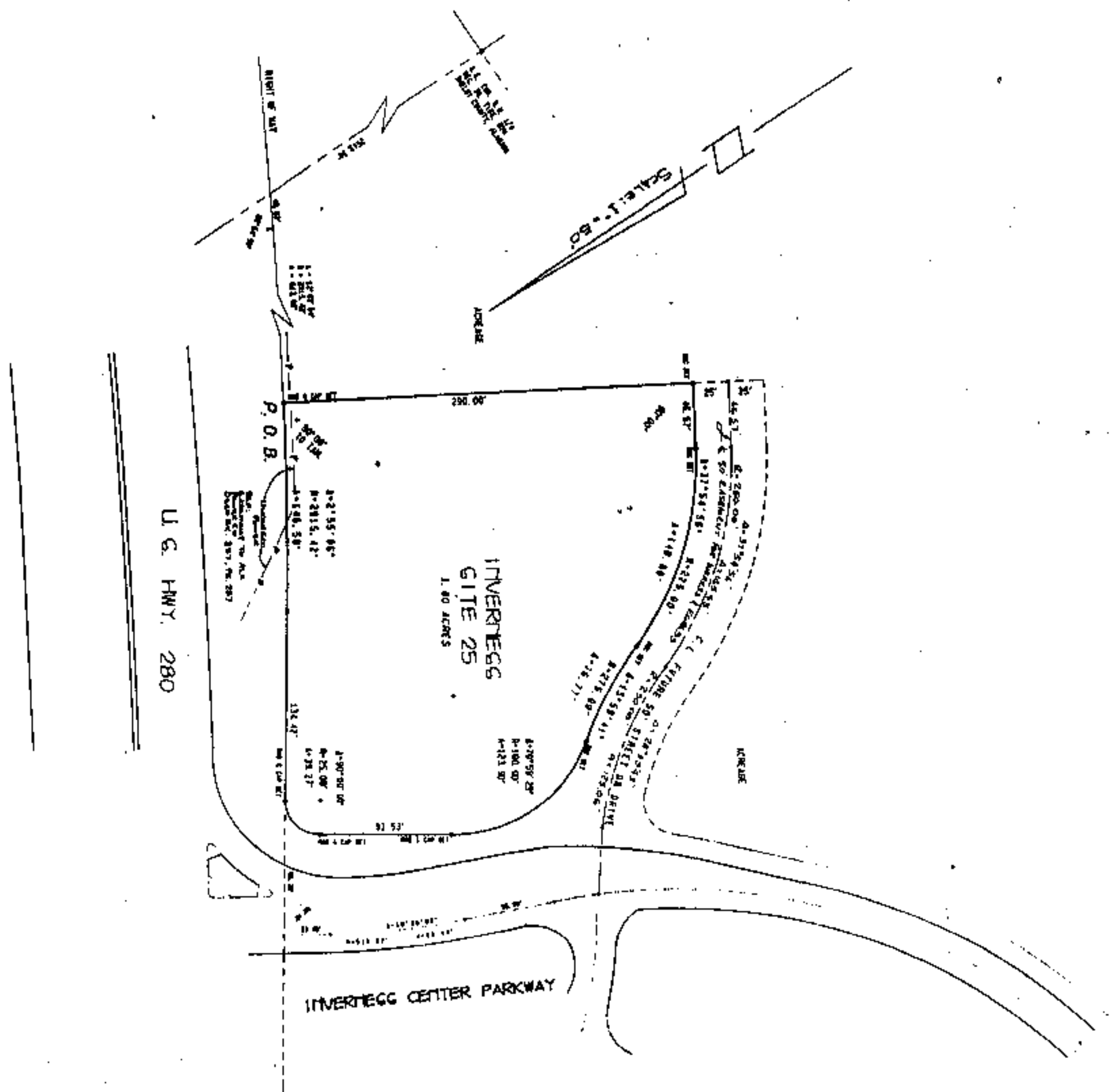
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I further certify that I have consulted the Federal Eschatery Management Agency's Field Hazard Boundary Map, and found, to the best of my knowledge and belief, the above property to be within Zone "C" of the Flood Prone Areas as depicted on the Map of Flood Prone Areas, Panel No. 910217 CS068.

I hereby certify, to the best of my knowledge and belief, that all parts of this Survey and Finding have been completed in accordance with the requirements of the Missouri Technical Standards for the Practice of Land Surveying in the State of Missouri. Survey not valid unless stamped in Pink.

David L. Walderup, M.L.S. 14982

Date 12-14-93

[illegible]

P A R A G O N
ENGINEERING, INC.

SUITE 230
2320 HIGHLAND AVENUE SOUTH
BIRMINGHAM, ALABAMA 35205
(205) 939-1119



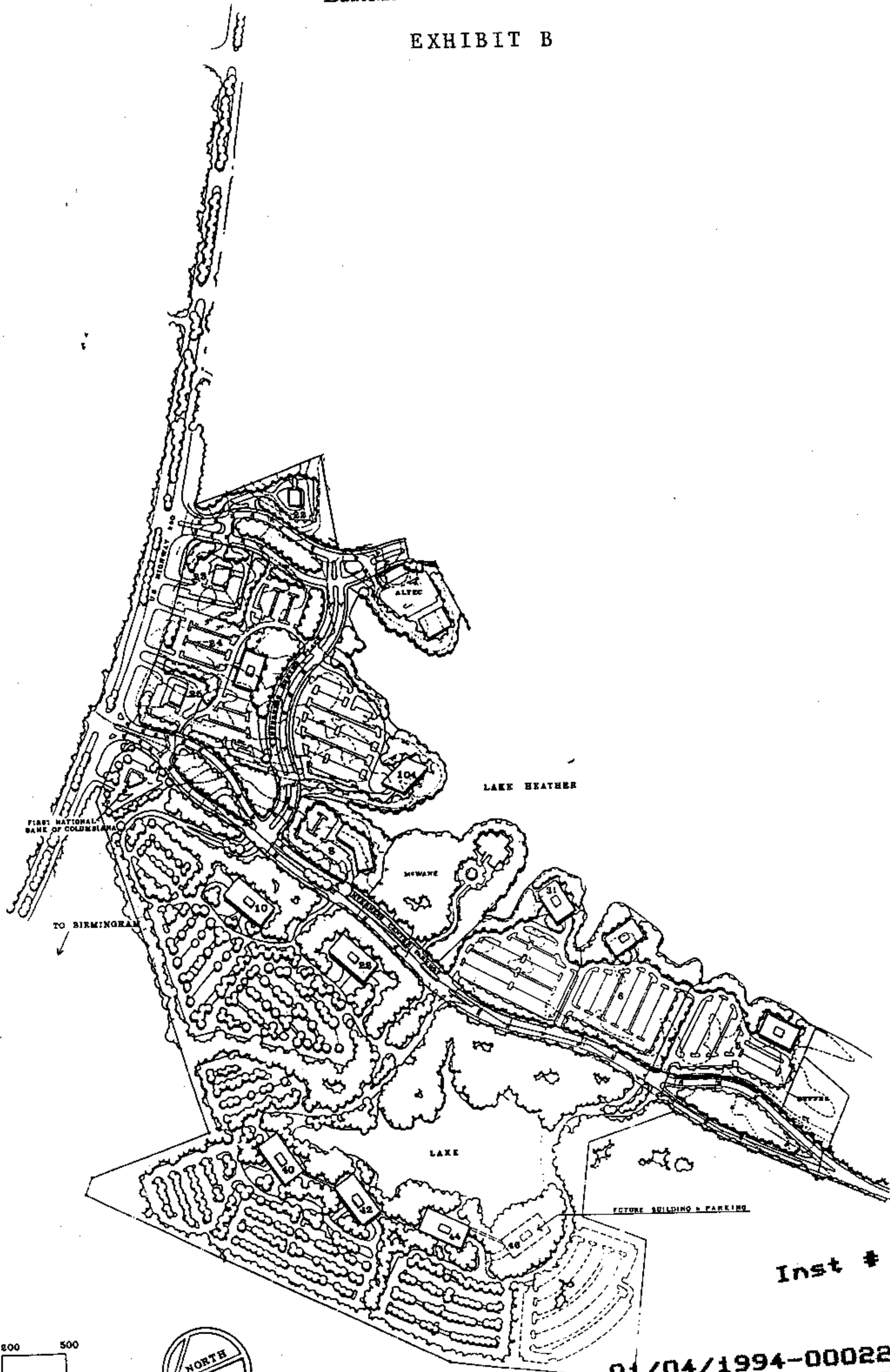
MAP & SURVEY
OF
INVERNESS SITE 25
SITUATED IN THE S.E. 1/4 - N.W. 1/4
SECTION 36, T18S, R2W.
CITY OF HOOVER
SHELBY COUNTY, ALABAMA

Serial No	4-4-50
OLW	OLW
Date 12-14-53	
Plate 1" x 50	
to B&G	order Z
inc D/C	inc NOV 25
Order name CANADA 1973	
Inventory no B53333	
Project no 1 of 1	

PRELIMINARY MASTER PLAN INVERNESS CENTER

BIRMINGHAM ALABAMA

EXHIBIT B



0 100 200 500
SCALE IN FEET



DATE - APRIL 17, 1984

A METROPOLITAN LIFE INSURANCE INVESTMENT
managed and developed by TAYLOR & MATHIS

Inst # 1994-00022

01/04/1994-00022
09:30 AM CERTIFIED
SHELBY COUNTY JUDGE OF PROBATE

21.00

plan by REECE, HOOPES & FINCHER