

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT made this 3rd day of January, 199~~2~~<sup>4</sup>, by and between METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation, (hereinafter "Grantor") and HEALTHSOUTH REAL PROPERTY HOLDING CORPORATION, a Delaware corporation (hereinafter "Grantee").

Inst # 1994-00023

WHEREAS, by Limited Warranty Deed dated 1/3/94, Grantor conveyed unto Grantee certain real estate situated in Shelby County, Alabama as described in the attached Exhibit "A" such real estate hereinafter referred to as the "Property", and

WHEREAS, Grantee intends to develop the Property and construct an office building thereon, and

WHEREAS, Grantee has requested a non-exclusive access easement, as described in Exhibit "B" and hereinafter referred to as the "Easement", over Grantor's land adjacent to the Property for the purpose of constructing an access road (the Access Road") and for perpetual access to and from the Property, and

WHEREAS, Grantor has agreed to grant such Easement subject to the terms, conditions, and reservations hereinafter set forth.

## AGREEMENT

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid by Grantee to Grantor the receipt and sufficiency of which are hereby acknowledged, Grantor, to the extent of its right, title and interest, does hereby grant, bargain, sell, and convey unto Grantee, and its successors and assigns, as owners of the Property, the Easement.

TO HAVE AND TO HOLD to the said Grantee and its successors and assigns forever, for the benefit of the Grantee property, subject to the following terms, conditions and reservations:

1. Grantee's sole access to the Property for construction and the conduct of business therefrom shall be from the Access Road to be constructed by Grantee, at Grantee's sole expense, within the Easement.
2. In conjunction with Grantee's development of the Property, Grantee shall design and construct the Access Road, including the installation of underground water, power and telephone

01/04/1994-00023  
09:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE  
DOB MCD 26.50

Taylor, Mattie

lines (the "Utilities") within the Easement for the benefit of Grantor and Grantee subject to the following terms and conditions:

a) Grantee shall submit plans for the Access Road to Grantor for written approval prior to the commencement of any construction. Grantor shall have ten (10) days to review and approve such plans. Grantor shall give Grantee written notice of any objection to the proposed plans and Grantee shall have the plans modified accordingly.

b) Grantee shall be responsible for the planning and filing of applications for approvals and permits.

c) Grantee shall pay all costs associated with the Easement, as such costs are incurred, including the costs of the survey, title insurance (if Grantor, in its reasonable opinion, deems that title insurance is necessary) and recording costs .

3. The Easement is for the benefit of the owners, present or future, of the Property as herein defined.

4. Grantor expressly reserves the right to develop or cause the development of property either adjacent to the Easement and/or Grantee's Property, and to construct other roads which may intersect with or extend from the Access Road to serve such future developments. Grantor reserves to itself, its successors and assigns and others claiming by, under or through Grantor, as the case may be, the unrestricted use of the Easement and the property burdened by the Easement subject only to the rights of Grantee as herein set forth.

5. The Easement shall be used by Grantee solely for the purpose of: (a) ingress and egress to and from the Property via that certain road known as Inverness Center Parkway; and (b) for the installation of storm drains, underground telephone, water and power lines.

6. Subject to prior written approval of Grantee or its assigns, which approval shall not be unreasonably withheld or delayed, Grantor may relocate the Easement, the Access Road and all Utilities at Grantor's sole cost and expense, provided however, that Grantor shall not unreasonably interrupt utility services or access to the Property.

7. In the event Grantor relocates the Easement pursuant to the terms of this Agreement, upon written request of Grantor, Grantee shall execute a written instrument in recordable form to remove the Easement .

8. The Access Road may be dedicated as a public right of way at the election of Grantor and Grantee hereby agrees to execute and deliver any legal documents necessary or desirable to accomplish the dedication thereof.

9. The Easement herein granted does not include mineral and mining rights not owned by Grantor and is subject to other restrictions and limitations of record.

10. The Easement herein granted shall run with the land, and, except as herein expressly provided to the contrary, shall be perpetual.

11. As a material consideration for Grantor granting the Easement to Grantee, Grantee hereby agrees to restrict the use of the Property to office building uses only.

12. Following completion of construction of the Access Road, Grantee shall maintain the Access Road until such time as the maintenance thereof is assumed by the applicable governmental authority in conjunction with the dedication thereof. Maintenance of the Access Road shall include, without limitation, the following:

- (a) maintaining the surface in a level, smooth and evenly covered condition;
- (b) removing all litter, ice, snow, mud, sand, refuse and other debris;
- (c) placing, keeping in repair and replacing any necessary or appropriate traffic signs, markers and lines;

13. The Easement, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective successors and assigns. Grantee reserves the right to assign this Agreement and the rights set forth herein, and to bind its assignee to the terms and conditions set forth herein, provided, however, that Grantee shall remain liable for all its obligations hereunder, including, without limitation, the obligation to maintain the road referred to in Paragraph 12 hereof.

14. Grantee will protect, defend, hold harmless, and indemnify Grantor, its heirs, legal representatives, successors, and assigns, as the case may be, from and against any and all claims for death of or injury to person or damage to property, and from all actions of every kind and nature which may arise out of or in connection with, or by reason of the negligent installation or maintenance of any of the roadway improvements by Grantee, its successors, assigns, agents, or

employees upon or adjacent to the easement land except for any claims which may arise out of or in connection with or by reason of Grantor's negligence, sole or concurrent.

15. This Agreement may be modified or cancelled only as set forth herein or by mutual agreement in writing, signed by the parties, including Grantor so long as it or its affiliate has any interest as owner of Inverness and Grantee so long as it or its affiliate has any interest as owner of the Grantee Property.

16. This Agreement is to be construed and interpreted pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first above written.

**METROPOLITAN LIFE INSURANCE COMPANY**

By: [Signature] **Assistant Vice President**  
Notary Public, DeKalb County, Georgia  
Its: [Signature] **My Commission Expires August 5, 1994**

**HEALTHSOUTH REAL PROPERTY HOLDING CORPORATION**

By: [Signature]  
Its: [Signature] **Vice President**

STATE OF GEORGIA)  
DeKalb COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that WAYNE A. HUEY whose name as Assistant Vice President of Metropolitan Life Insurance Company, a New York corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing Easement Agreement, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 16<sup>th</sup> day of December, 1993.  
[Signature]  
Notary Public  
Notary Public, DeKalb County, Georgia  
My Commission Expires August 5, 1994

[SEAL]

STATE OF ALABAMA)  
Shelby COUNTY)

I, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that Gerald P. Scrushy whose name as Vice President of HEALTHSOUTH REAL PROPERTY HOLDING CORPORATION, a Delaware corporation, is signed to the foregoing Easement Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of the foregoing Easement Agreement, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 3rd day of January, 1997.

Betty A. Swann  
Notary Public MY COMMISSION EXPIRES OCTOBER 31, 1995

[SEAL]

EXHIBIT "A"

STATE OF ALABAMA  
SHELBY COUNTY

Albama, hereby certify, a registered Land Surveyor in the State of Alabama, that the 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 Southeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama, and being more particularly described as follows:

[illegible]

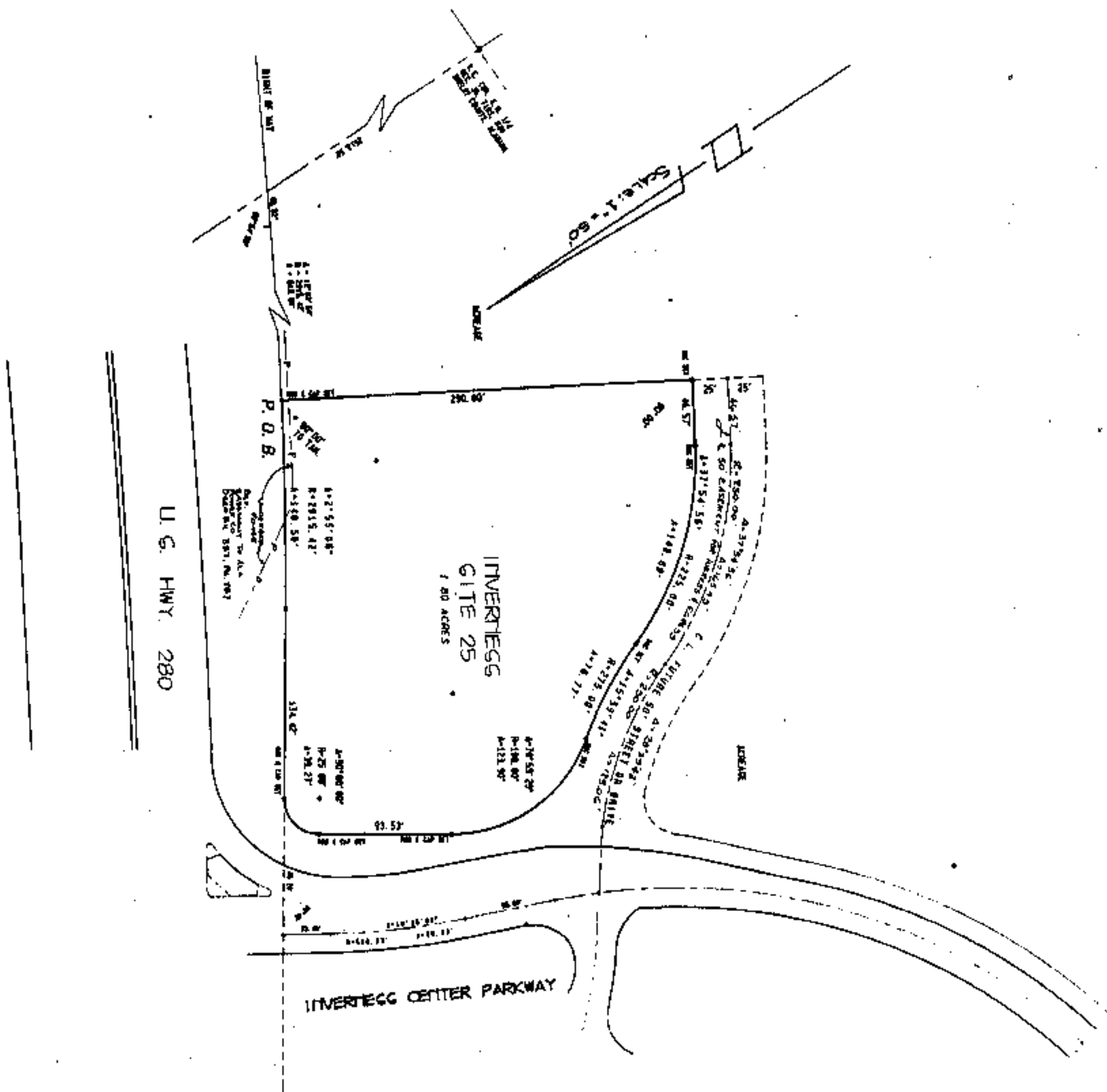
The Government has not exercised an audit prerogative in the line of 3344, except to submit, before any sale of rights-of-way, estimates, or joint arrangements, or on access sold or leased, visible on the surface or shown on the recorded plat, except as shown. There are no statistics or tabulations with respect to the number of sales of rights-of-way, or of sales of rights-of-way, including those that serve the public (as well as street-cars or subways), or that serve the public, domestic, and city areas, or on other sold premises, except as shown.

Letter certifying that I have consulted the Federal Emergency Management Agency's Flood Hazard Boundary Map, and found, to the best of my knowledge and belief, the above property to be within Zone "C" of the Flood Hazard Boundary Map, and that the above property is not within a Flood Hazard Area as depicted on the Map of Flood Hazard Areas, Paper No. 018217-50008.

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

David L. Maloney, AL 15 94392

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 SE 1/4 - NW 1/4  
SECTION 36, T13S, R22W,  
CITY OF HOOVER  
SHELBY COUNTY, ALABAMA

DLW	DLW
part 12, 14, 93	

+ 0 367	road 2
note of	+1 low
CIVILIAN CAVES	

44000000 8593139  
44000000 1 of 1

EXHIBIT "B"

State of Alabama  
Shelby County

LEGAL DESCRIPTION  
50 FOOT EASEMENT FOR INGRESS AND EGRESS

A 50 foot Easement for Ingress and Egress situated in the Southeast 1/4 of the Northwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows;

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and run North along the East line of same 2513.59 feet to a point on the Southwesterly Right of Way of U.S. Highway 280; thence left  $60^{\circ}54'50''$  and run Northwesterly along said Right of Way 49.82 feet to the Point of Curve of a curve to the right, said curve having a radius of 2915.42 feet and a central angle of  $12^{\circ}02'54''$ ; thence continue Northwesterly along said Right of Way and the arc of said curve 613.06 feet to a point on said curve; thence left  $90^{\circ}00'$  from the tangent of said point on curve and run Southwesterly 315.00 feet to the Point of Beginning of the centerline of herein described easement, said easement lying 25.00 feet each side of the following described centerline; thence right  $90^{\circ}00'$  and run Northwesterly 46.57 feet to the Point of Curve of a curve to the right, said curve having a radius of 250.00 feet and a central angle of  $37^{\circ}54'56''$ ; thence continue Northwesterly along said centerline and the arc of said curve 165.45 feet to a Point of Reverse Curve of a curve to the left, said curve having a radius of 250.00 feet and a central angle of  $28^{\circ}39'43''$ ; thence continue Northwesterly along said centerline and the arc of said curve 125.06 feet to a point on the Southeasterly Right of Way of Inverness Center Parkway and the end of herein described easement.

PREPARED BY: PARAGON ENGINEERING INC.  
DAVID L. WALDREP, P.L.S.  
December 16, 1993



Scale: 1" = 50'

S. E. COR. S. W. 1/4  
SEC. 36, T18S, R24W  
SHELBY COUNTY, ALABAMA

## ACREAGE

RIGHT OF WAY

A = 12.02' 54"  
R = 2915.42'  
A = 613.06'

ROD & CAP SET

P.O.B.

90° 00'-  
TO TAN.

$\Delta = 2^{\circ} 55' 06''$   
 $R = 2915.42$   
 $A = 148.50'$

INVERTESG  
SITE 25  
1.80 ACRES

1.80 ACRES

A=70° 59' 29"  
P=100. 00'  
A=123. 90'

## ACREAGE

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09:30 AM CERTIFIED  
SHELBY COUNTY JUDGE OF PROBATE

INVERNEGGS CENTER PARKWAY  
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