


Recording requested by and
when recorded mail to:

HealthSouth Alabama Real Estate, LLC
c/o HealthSouth Corporation
3660 Grandview Pkwy, Ste. 200
Birmingham, AL 35243


20160603000190850 1/5 \$26.00
Shelby Cnty Judge of Probate, AL
06/03/2016 10:42:06 AM FILED/CERT

COVENANT OF USE RESTRICTION

This COVENANT OF USE RESTRICTION is executed as of the 31st day of May, 2016, by **3-M Developers, Inc.**, an Alabama corporation ("Developer"), whose address is P.O. Box 1015, Pelham, Alabama 35124, in favor of **HealthSouth Alabama Real Estate, LLC** ("HealthSouth"), a Delaware limited liability company, whose address is c/o HealthSouth Corporation, 3660 Grandview Parkway, Suite 200, Birmingham, Alabama 35243.

Recitals

A. Developer is the owner of those certain parcels of real property in Shelby County, Alabama, which are more particularly described on Exhibit A attached hereto and made a part hereof (the "Restricted Property").

B. HealthSouth is the owner of the parcel of real property adjacent to the Restricted Property which is more particularly described on Exhibit B attached hereto and made a part hereof (the "HealthSouth Property") (the Restricted Property and the HealthSouth Property are individually referred to herein as a "Property" and are collectively referred to herein as the "Properties").

C. Contemporaneously herewith, HealthSouth purchased the HealthSouth Property from the Developer pursuant to an agreement which included certain exclusive use rights in favor of HealthSouth and the HealthSouth Property. Developer desires to restrict the Restricted Property from being used as an inpatient rehabilitation hospital, nursing home, long term acute care hospital or skilled nursing facility as part of the consideration for HealthSouth's purchase of the HealthSouth Property from the Developer.

Agreement

NOW, THEREFORE, in consideration of the Recitals and the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Developer agrees as follows:

1. Use Restrictions. No part of the Restricted Property shall be occupied or used as (a) an inpatient rehabilitation hospital, (b) a nursing home, (c) a long term acute care hospital or (d) a skilled nursing facility. For clarification, the foregoing use restrictions shall not prohibit use of the Restricted Property for physician offices. In the event of a breach of the use restrictions described in this Section 1, HealthSouth's remedies at law would be inadequate and therefore, in such event, HealthSouth shall be entitled to all remedies available at law or in equity, provided that Developer shall have no personal responsibility or liability hereunder as a

consequence of hereafter conveying title to the Restricted Property "subject to" the use restrictions set forth herein.

2. Notices. All notices, requests, demands or other communications required or permitted under this instrument shall be in writing and delivered to the addresses set forth above either: (i) personally; (ii) by U.S. Mail, or (iii) by a recognized overnight courier service (such as Fed Ex). All notices given in accordance with the terms hereof shall be deemed received on the next business day if sent by overnight courier, five (5) days after mailing, or on the same day if delivered personally or otherwise received. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section 2.

3. Applicable Law. This instrument shall be governed by and construed in accordance with the laws of the State of Alabama.

4. Severability. In case any one or more of the provisions contained in this instrument shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this instrument shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

5. Entire Agreement. This instrument contains the entire agreement relating to the rights herein granted and the obligations herein assumed. Any or all representations or modifications concerning this instrument shall be of no force and effect except for a subsequent modification in writing signed by the parties hereto.

6. Covenants Run With the Land; Binding Effect. The rights, obligations and benefits established pursuant to this instrument shall run with the land and shall be binding upon the owner of the Restricted Property and the HealthSouth Property and their respective successors and assigns and all subsequent owners of any portion of such Properties. Nothing contained herein is intended nor shall it be construed as creating any rights in or for the benefit of the general public.

7. Construction. Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

8. Attorney's Fees. In the event of litigation arising out of the interpretation or enforcement of this instrument, the prevailing party shall be entitled to recover reasonable attorney's fees from the non-prevailing party, together with all costs and out-of-pocket expenses. Attorney's fees shall include those incurred at trial or in appellate proceedings.

9. Waiver and Amendment. No breach of any provision hereof can be waived unless in writing. Waiver of any one breach shall not be deemed to be a waiver of any other breach of the same or any other provision hereof. This instrument may be amended only by a

written agreement executed by the owner of the HealthSouth Property and the owner of the Restricted Property.

IN WITNESS WHEREOF, Developer has caused this instrument to be executed by its duly authorized representative as of the date first written above.

3-M DEVELOPERS, INC.
By: Donald R. Murphy
Donald R. Murphy, as its President

STATE OF ALABAMA

COUNTY OF SHELBY

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Donald R. Murphy, whose name as President of 3-M Developers, Inc., a corporation organized and existing under the laws of the State of Alabama, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date for and as the act of said corporation.

GIVEN under my hand and official seal of office, this 1st day of June, 2016.
[NOTARIAL SEAL]

James Edwards
Notary Public
My Commission Expires: 7-14-2019

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Exhibit A

[Restricted Property]

The land referred to herein is situated in the State of Alabama, County of Shelby, and is described as follows:

Legal Description:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, according to the survey of Oak Mountain Commons, as recorded in Map Book 41, Page 2, in the Probate Office of Shelby County, Alabama

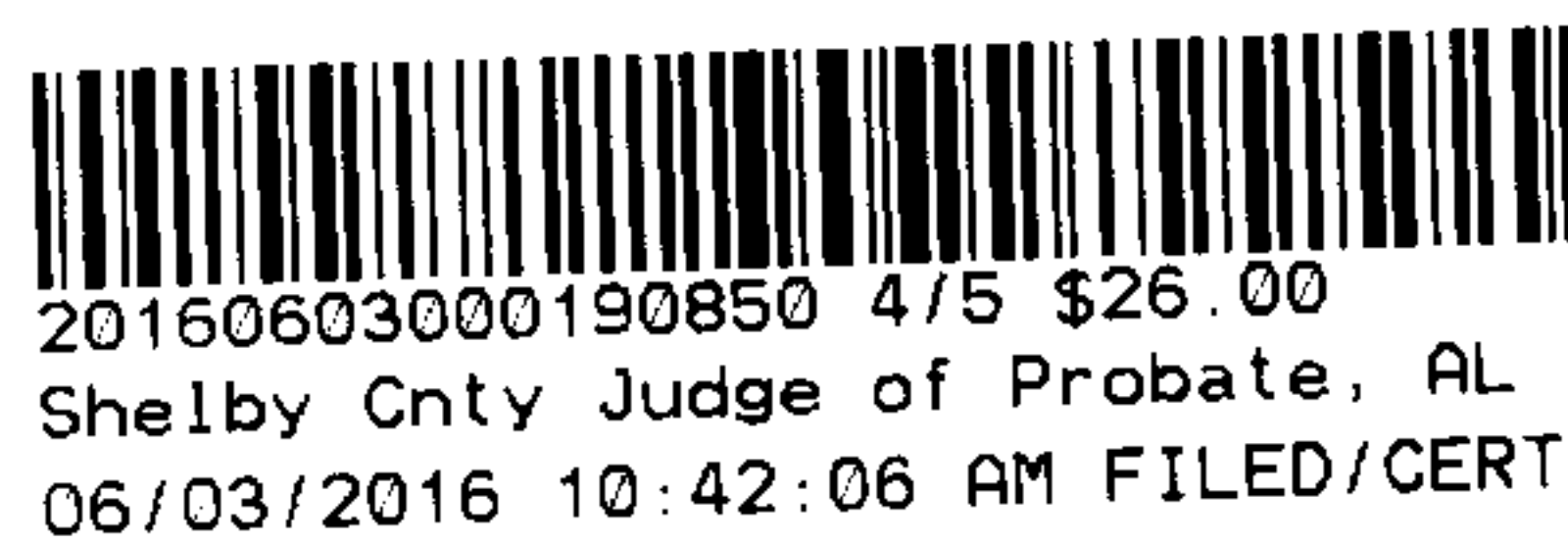


Exhibit B

[HealthSouth Property]

The land referred to herein is situated in the State of Alabama, County of Shelby, and is described as follows:

Legal Description:

Lot 14, according to the survey of Oak Mountain Commons, as recorded in Map Book 41, Page 2, in the Probate Office of Shelby County, Alabama



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