

AGREEMENT

This Agreement made and entered into by and between Rehab Hospital Services Corporation, by its attorney and duly designated representative, hereinafter referred to as First Party, and Frank Macon, personally and by his attorney, hereinafter referred to as Second Party,

WITNESSETH:

WHEREAS, First Party is desirous of locating a Rehab Hospital on a tract of property adjoining the property of Second Party, and desires the closing of Fleming Avenue; and

WHEREAS, Second Party agrees to consent to the vacating and closing of Fleming Avenue if certain provisions and agreements are made by First Party.

NOW THEREFORE, the parties hereto, for and in exchange of their mutual covenants and considerations do hereby agree as follows, viz:

1. The parties agree that Second Party will consent to the vacating of Fleming Avenue, said consent being specifically conditioned on the Jonesboro City Council relocating Fleming Avenue to give ingress and egress to the property owners it now touches. Attached hereto as an Exhibit A, and incorporated by reference, is a plat showing the present location of the dedicated Fleming Avenue, with a notation reflecting the proposed change. This plat is specifically incorporated by reference, and all agreements herein are conditional on the Jonesboro City Council agreeing to the relocation of Fleming Avenue as per said plat. First Party agrees to build at its expense, including curb and gutter, said relocated street to the West side of First Party's property as per the attached plat, within a reasonable time not to exceed six months.

2. First Party will pay for a sewer line to be constructed by City Water and Light on the parkway of the

relocated street, from a sewer main on Osler Drive to First Party's West property line, and then along a sewer easement to an existing manhole in the approximate center of the Second Party's property.

3. First Party will pay for a water main to be constructed on the relocated street from the main on Osler Drive to the West property line of First Party.

4. First Party agrees that no fences nor barriers will be erected on its property so as to block the view of the Rehab Center from the property to the West of First Party's property.

5. First Party agrees to leave a 15 foot easement in the middle of the West boundary of First Party's property for foot traffic between the properties.

6. It is specifically agreed by and between the parties hereto that the aforesaid agreements are specific conditions of Second Party agreeing to consent to the vacating of the dedicated Fleming Avenue. Any breach of said conditions will give Second Party his remedy of all available legal and/or equitable remedies under Arkansas Law.

7. In consideration of the following, the parties hereto by their representatives have agreed to same this 17th day of March, 1986.

FIRST PARTY

REHAB HOSPITAL SERVICES CORP.

By Joel North  
Joel North, Vice President

By Dennis Zolper  
Dennis Zolper, Attorney

SECOND PARTY

FRANK MACON

By Frank A. Macon  
Frank Macon

By Bill W. Bristow  
Bill W. Bristow, Attorney