

STATE OF ALABAMA)
 :
COUNTY OF SHELBY)

DECLARATION OF RECIPROCAL ACCESS, UTILITIES, DRAINAGE AND PARKING EASEMENT

THIS DECLARATION made and entered into this 3rd day of December, 1990 by ROSC ASSOCIATES JOINT VENTURE, a general partnership formed under the general partnership laws of the State of Alabama whose address is 2200 Woodcrest Place, Suite 200, Birmingham, Alabama 35209 (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property being more particularly described on Exhibit "A" attached hereto and incorporated herein by reference as if fully set out herein; and

WHEREAS, Declarant has developed 2200 Riverchase Center consisting of an office/service center comprised of three single story buildings located on approximately 10.25 acres of land ("2200 Riverchase Center") as more particularly described on Exhibit "A" attached hereto; and is in the process of developing 2300 Riverchase Center which will consist of one single story building located on approximately 4.5 acres of land ("2300 Riverchase Center") as more particularly described on Exhibit "A" attached hereto; and

WHEREAS, there have been established on both 2200 Riverchase Center and 2300 Riverchase Center utilities, drainage and sufficient ground level parking space and parking areas commensurate with the 2200 Riverchase Center and 2300 Riverchase Center developments as more particularly set forth on the plan attached hereto as Exhibit "B" and incorporated herein by reference as if fully set out herein. Such parking areas and parking spaces shall be for the use and benefit of the owners of said properties, their successors and assigns and their respective tenants, subtenants, employees, invitees, agents, suppliers, customers, licensees, concessionaires and other parties having lawful rights to make use of the parking area and spaces which are incidental, necessary or convenient in the matter of the occupation and use of 2200 Riverchase Center and 2300 Riverchase Center; and

WHEREAS, Declarant desires to create and establish a non-exclusive access, utilities, drainage and cross-parking easement for access, utilities, drainage and parking purposes reciprocal in nature, for each of 2200 Riverchase Center and 2300 Riverchase Center giving each the benefit of such easement;

NOW, THEREFORE, Declarant does hereby declare, covenant and agree as follows:

 A.

1. Declarant hereby agrees for itself and its successors and assigns that the fee owners, their respective tenants, subtenants, employees, invitees, agents, suppliers, customers, licensees, concessionaires and other parties having lawful rights to make use of the parking areas and spaces on each of 2200 Riverchase Center and 2300 Riverchase Center shall have the non-exclusive right, privilege, license and easement to use the Common Areas (as hereinafter defined) located upon each of 2200 Riverchase Center and 2300 Riverchase Center, including but not limited to, parking areas, driveways, roadways, entrances and exit ways to public roads now existing or hereafter to be constructed on each of 2200 Riverchase Center and 2300 Riverchase Center.

2. Declarant gives, grants and conveys to the owner of each of 2200 Riverchase Center and 2300 Riverchase Center, their successors and assigns, and to all their respective tenants who may hereafter occupy improvements on each of 2200 Riverchase Center and 2300 Riverchase Center and their respective subtenants, employees, invitees, agents, suppliers, customers, licensees, concessionaires and other parties having lawful right to make use of the parking area and spaces, a permanent non-exclusive easement for the free and uninterrupted passage of motor vehicles of all kinds, nature and description, or pedestrians over and across the private roadways, pedestrian walkways, curb cuts and other means of ingress and egress to and from all public streets and roadways now existing or which may hereafter be constructed and made available to the public and adjoining each of 2200 Riverchase Center and 2300 Riverchase Center. It is understood and agreed, however, that all such streets, entrances, driveways, roadways, pedestrian walkways, curb cuts shall remain private streets, entranceways, driveways, roadways, pedestrian walkways, curb cuts as above referred to, and shall not be public streets, entranceways, driveways and shall only be for the joint and common use of such persons specifically described hereinabove.

3. The owners from time to time of 2200 Riverchase Center and 2300 Riverchase Center shall each at its own cost and expense construct and maintain all such streets, roadways, entranceways, driveways, pedestrian walkways, parking areas, landscaped areas and related improvements ("Common Areas") within the respective properties of each of such owners of 2200 Riverchase Center and 2300 Riverchase Center, except such initial site preparation and initial surfacing of roadways for ingress and egress to the adjoining public streets and highways which Declarant may have completed or contracted to complete. The owners from time to time of 2200 Riverchase Center and 2300 Riverchase Center shall, at their own cost and expense, within the respective property of each of such owners, maintain in a good state of repair, free from all potholes and other problems, and shall resurface as reasonably necessary the private drives constructed and situated thereon. The owners of each of 2200 Riverchase Center and 2300 Riverchase Center shall not construct or maintain any gate, fences, walls, curbs or other obstructions which will impair or prevent the free and easy

flow of traffic to and from all parking areas, streets and other access ways. The owners of each of 2200 Riverchase Center and 2300 Riverchase Center shall surface the parking areas shown on their respective properties with top quality materials which shall meet the specifications as established by the City of Hoover, Shelby County, Alabama and subject to the inspection of the City of Hoover, Shelby County, Alabama and shall maintain same free from all potholes and other problems, and resurface the same when reasonably necessary, and shall each on its respective property provide and maintain adequate lighting systems and the operation thereof, and maintain all of the said Common Areas in good repair and usable condition for the joint and non-exclusive use of those persons specifically referred to hereinabove. In the event the owners of 2200 Riverchase Center or 2300 Riverchase Center should fail or refuse at any time in the future for any reason whatever to perform and complete within its own property the obligations of construction, maintenance, repair, lighting and other obligations assumed by it as hereinabove set forth, then the remaining owner may, after written notice to such other owner, perform such obligations at its cost and expense, and thereafter maintain an action for damages against the owner failing or refusing to perform the obligations assumed by it, and shall also have such other rights and remedies to which it may be entitled by law, including, but not limited to, the right to collect from such owner reasonable attorney's fees and all other costs and expenses incurred in enforcing its rights against such lot owner.

4. Declarant hereby agrees for itself and its successors and assigns that the fee owner, their respective successors and assign shall have the non-exclusive right, privilege, license and easement for underground utility lines and appurtenances, and for the drainage and discharge of surface water and appurtenances together with all rights and privileges necessary and convenient for the full use and enjoyment thereof, including ingress to and egress from said easements, as more particularly set forth on Exhibit "B" attached hereto.

5. This Declaration may be modified only by an instrument in writing signed by the persons or entities who shall be the fee owners, ground lessees and first mortgagees of all of the said 2200 Riverchase Center and 2300 Riverchase Center at the time in question.

6. The covenants and agreements herein contained shall run with the land, and shall bind and inure to the benefit of Declarant, and their successors and assigns, including specifically the then fee owner of each of 2200 Riverchase Center and 2300 Riverchase Center parcels.

IN WITNESS WHEREOF, ROSC Associates Joint Venture has executed his Declaration of Cross Easement under proper authority on the day and year first above written.

ROSC ASSOCIATES JOINT VENTURE

By: Riverchase Office Park, Ltd.

By: Metropolitan Contractors, Inc.,
its sole general partner

By: Raymond D. Gottlieb
Raymond D. Gottlieb
Its: President

By: RC Properties Limited Partnership

By: RC Land Company, Inc., its sole
general partner

By: Darlene Clarke
Darlene Clarke
Its: Vice President

STATE OF ALABAMA

COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said State and County, hereby certify that RAYMOND D. GOTLIEB, whose name as President of METROPOLITAN CONTRACTORS, INC., an Alabama corporation, as General Partner of RIVERCHASE OFFICE PARK, LTD., an Alabama limited partnership, as General Partner of ROSC ASSOCIATES JOINT VENTURE, an Alabama general partnership, 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 the instrument, he, as such officer of said corporation, in its capacity as General Partner of said General Partnership, and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

GIVEN, under my hand and seal this 3rd day of December, 1990.

[NOTARY SEAL]

Margaret M. Robinson
Notary Public
My Commission Expires: 3/16/93

STATE OF DELAWARE

COUNTY OF NEW CASTLE

I, the undersigned Notary Public in and for said State and County, heraby certify that DARLENE CLARKE, whose name as Vice President of RC LAND COMPANY, a Delaware corporation, as General Partner of RC PROPERTIES LIMITED PARTNERSHIP, a Delaware limited partnership, as General Partner of ROSC ASSOCIATES JOINT VENTURE, an Alabama general partnership, 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 the instrument, he, as such officer of said corporation, in its capacity as General Partner of said General Partnership, and with full authority, executed the same voluntarily for and as the act of said general partnership on the day the same bears date.

GIVEN, under my hand and seal this 4th day of December, 1990.

[NOTARY SEAL]

Patricia A. Wallace
Notary Public
My Commission Expires: 4/20/91

LEGAL DESCRIPTION

Part of the SE 1/4 of Section 19, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows:

2200 RIVERCHASE CENTER

From the Southeast corner of the NE 1/4 of the SE 1/4 of said Section 19, run in a Northerly direction along the East line of said 1/4-1/4 Section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet, more or less, to an existing iron pin; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction along the West line of the Gaskill property for a distance of 15.25 feet to an existing iron pin, being the point of beginning; thence turn an angle to the left of 100 degrees 21 minutes 37 seconds and run in a Southwesterly direction for a distance of 358.16 feet to an existing iron pin; thence turn an angle to the right of 88 degrees 35 minutes and run in a Northerly direction for a distance of 337.78 feet, to an existing iron pin being on the curved South right of way line of Riverchase Office Road as shown on a recorded map of Riverchase East Riverchase Office Road as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, page 124; thence turn an angle to the right and run in a Northeasterly, Northerly and Northwesterly directions along the arc of said curved right of way line (said curve being concave in a Westerly direction and having a radius of 65.00 feet with the feet of a point of reverse curve; said second curve being concave in a Northeasterly direction and having a central angle of 45 degrees 44 minutes 39 seconds and a radius of 25.00 feet; thence turn an angle to the right and run in a Northwesterly direction along the arc of said curve for a distance of 19.96 feet to a point of another reverse curve; said third curve being concave in a Southwesterly direction and having a radius of 300.00 feet and a central angle of 56 degrees 12 minutes 29 seconds; thence turn an angle to the left and run in a Northwesterly and Westerly directions along said curved right of way line of Riverchase Office Road for a distance of 294.30 feet to an existing iron pin being the Southeast corner of the Riverchase Center Associates land; thence turn an angle to the right (109 degrees 30 minutes 22 seconds from tangent of curved right of way line) and run in a Northeasterly direction along the East line of said Riverchase Center Associates land for a distance of 604.89 feet to an existing iron pin being on the curved South right of way line of Parkway Office Circle as shown on a recorded map of Riverchase East Parkway Office Circle, as recorded in the Office of the Judge of Probate, Shelby County, Alabama, in Map Book 7, page 125; thence turn an angle to the right (86 degrees 55 minutes 19 seconds to tangent of said curved right of way line) and run in a Southeasterly direction along said curved right of way line (curve being concave in a Southerly direction and having a central angle of 9 degrees 46 minutes 46 seconds and a radius of 570.00 feet) for a distance of 97.29 feet to the end of said curve; thence run in a Southeasterly direction along the South right of way line of Parkway Office Circle for a distance of 216.75 feet to a point of a curve; said curve being concave in a Northerly direction and having a central angle of 12 degrees 57 minutes 51 seconds on a radius of 780.00 feet; thence turn an angle to the left and run along the arc of said curve in an Easterly direction for a distance of 176.49 feet to an existing iron pin; thence turn an angle to the right of 89 degrees 46 minutes 39 seconds from the chord of said curve and run in a Southwesterly direction for a distance of 422.65 feet to an existing iron pin; thence turn an angle to the left of 72 degrees 04 minutes 15 seconds and run in a Southeasterly direction for a distance of 184.03 feet to an existing iron pin being the Northwest corner of the Gaskill property; thence turn an angle to the right of 38 degrees 19 minutes 10 seconds and run in a Southeasterly direction along the West line of said Gaskill property for a distance of 312.76 feet, more or less, to the point of beginning.

2300 RIVERCHASE CENTER

From the Southeast corner of the NE 1/4 of SE 1/4 of Section 19, Township 19 South, Range 2 West, run in a Northerly direction along the East line of said Section for a distance of 283.46 feet; thence turn an angle to the left of 90 degrees and run in a Westerly direction for a distance of 729.70 feet; thence turn an angle to the left of 40 degrees 23 minutes 12 seconds and run in a Southwesterly direction for a distance of 262.29 feet; thence turn an angle to the right of 30 degrees 38 minutes 09 seconds and run in a Westerly direction for a distance of 303.59 feet; thence turn an angle to the right of 92 degrees 43 minutes 07 seconds and run in a Northerly direction for a distance of 328.01 feet to the Northwest corner of the Gaskill Property being the point of beginning; thence turn an angle to the left of 38 degrees 19 minutes 10 seconds and run in a Northwesterly direction 184.03'; thence turn an angle right of 72 degrees 04 minutes 15 seconds and run Northeasterly 422.65' to a point on a curved Southwest right of way line of Parkway Office Circle being concave in a Northeasterly direction and having a radius of 780.00 feet; thence turn an angle to the right of 82 degrees 30 minutes 50 seconds to the chord of said curve and run in a Southeasterly direction along the arc of said curve for a distance of 33.39' feet to the end of said curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 177.95 feet to a point of beginning of a second curve, said second curve being concave in a Southwesterly direction and having a radius of 310.00 feet and a central angle of 64 degrees 06 minutes; thence run along the arc of said curve for a distance of 346.81 feet to the end of curve; thence run in a Southeasterly direction along a line tangent to the end of said curve for a distance of 72.16 feet to the most Northerly corner of the Gaskill property; thence turn an angle to the right of 84 degrees 11 minutes 48 seconds and run in a Southwesterly direction for a distance of 495.17 feet to the point of beginning.

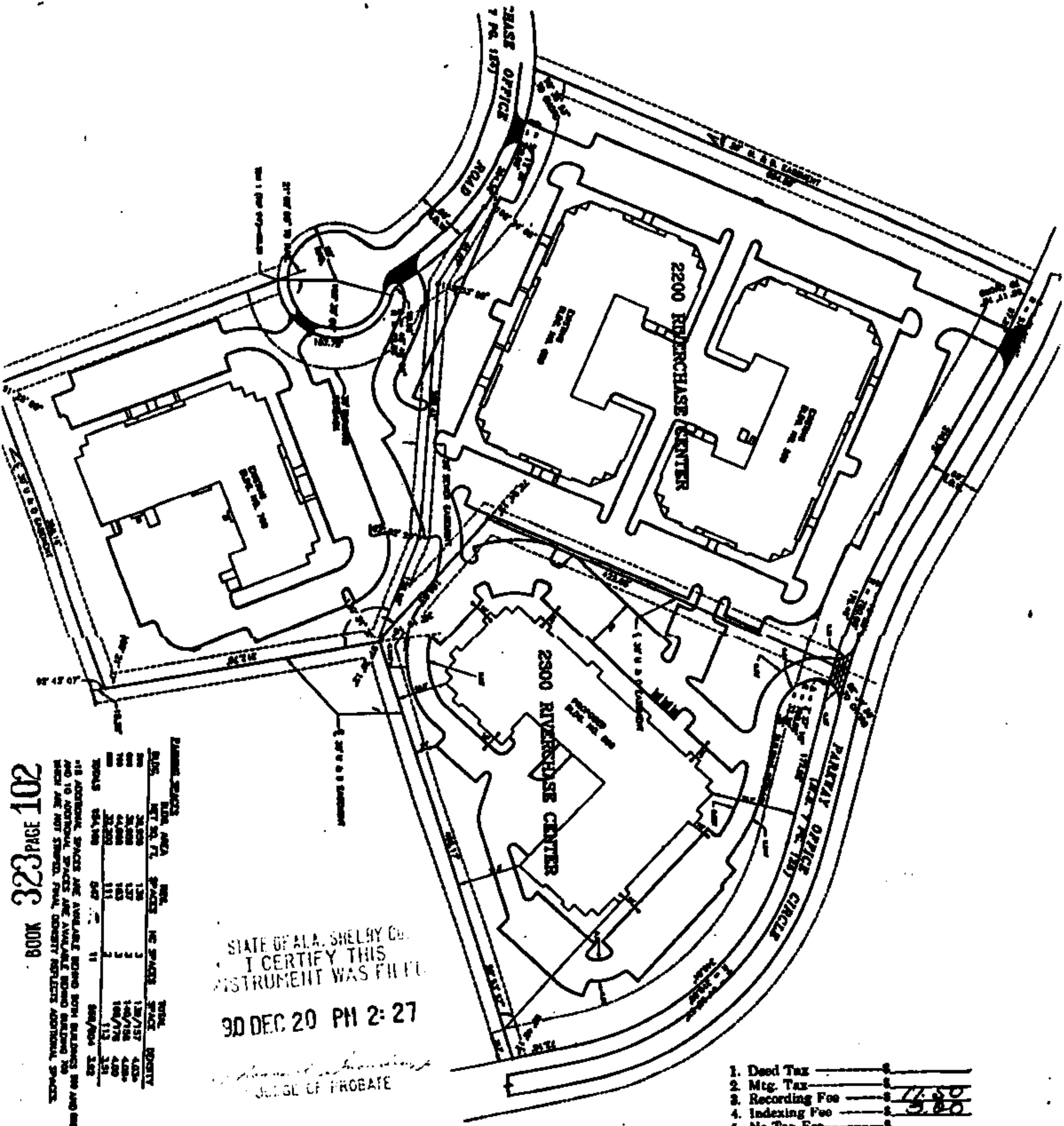
18. ADDITIONAL SPACES ARE AVAILABLE BEHIND BOTH BUILDINGS AND ARE 10 TO 15 FEET DEEP. SPACES ARE AVAILABLE BEHIND BUILDING 10 WHICH ARE NOT SHOWN. FINAL DEDICT REFLECTS ADDITIONAL SPACES.

BLDG.	NET SQ. FT.	NO. SPACES	NO. SPACES	SPACE	DENSITY
10	24,000	130	3	130/24,000	4.33
11	24,000	130	3	130/24,000	4.33
12	24,000	130	3	130/24,000	4.33
13	24,000	130	3	130/24,000	4.33
14	24,000	130	3	130/24,000	4.33
15	24,000	130	3	130/24,000	4.33
16	24,000	130	3	130/24,000	4.33
17	24,000	130	3	130/24,000	4.33
18	24,000	130	3	130/24,000	4.33
19	24,000	130	3	130/24,000	4.33
20	24,000	130	3	130/24,000	4.33
21	24,000	130	3	130/24,000	4.33
22	24,000	130	3	130/24,000	4.33
23	24,000	130	3	130/24,000	4.33
24	24,000	130	3	130/24,000	4.33
25	24,000	130	3	130/24,000	4.33
26	24,000	130	3	130/24,000	4.33
27	24,000	130	3	130/24,000	4.33
28	24,000	130	3	130/24,000	4.33
29	24,000	130	3	130/24,000	4.33
30	24,000	130	3	130/24,000	4.33

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED
30 DEC 20 PM 2:27

JUDGE OF PROBATE

EXHIBIT "B"



1. Deed Tax	—	\$
2. Mtg. Tax	—	\$
3. Recording Fee	—	\$ 14.50
4. Indexing Fee	—	\$ 3.00
5. No Tax Fee	—	\$
6. Certified Fee	—	\$ 1.00
Total	—	\$ 21.50