

**This Instrument was prepared by
And upon recording return to:**

Alston & Bird LLP
One Atlantic Center
1201 West Peachtree Street
Atlanta, Georgia 30309-3424
Attention: Albert E. Bender, Jr.

STATE OF ALABAMA

COUNTY OF SHELBY

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT is made and entered into as of December 26, 2002 by and between **MEADOW BROOK SOUTH 2700, L.L.C.**, an Alabama limited liability company (hereinafter referred to in its capacity as the owner of the 2700 Corporate Drive Property, as hereinafter defined, as "2700 Owner"), and **WELLS EXCHANGE-MEADOW BROOK PARK, BIRMINGHAM, LLC**, a Georgia limited liability company (hereinafter referred to in its capacity as the owner of the 2600 Corporate Drive Property, as hereinafter defined, as "2600 Owner");

WITNESSETH:

WHEREAS, 2700 Owner is the owner of the real property described in **Exhibit A** attached hereto and made a part hereof for all purposes (the "2700 Corporate Drive Property"); and

WHEREAS, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation, the sole member of 2700 Owner, is this day conveying to 2600 Owner, and upon such conveyance, 2600 Owner is the owner of the real property described in **Exhibit B** attached hereto and made a part hereof for all purposes (the "2600 Corporate Drive Property"); and

WHEREAS, 2700 Owner and 2600 Owner desire to grant to each other and to all present and future owners of the 2700 Corporate Drive Property and the 2600 Corporate

Drive Property a reciprocal easement agreement, as hereinafter set forth, for the purpose of ingress and egress over, across and through that certain existing common driveway which lies on both sides of the boundary line between the 2700 Corporate Drive Property and the 2600 Corporate Drive Property, and the improved roads, drives, driveways, sidewalks, curb cuts and entrances thereto and exits therefrom now or hereafter located on the area depicted as the Access Drive Area as shown on the drawing attached as **Exhibit C** hereto and made a part hereof for all purposes (the "Access Easement Tract"); and

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 2700 Owner and 2600 Owner do hereby agree as follows:

1. **2700 Owner Easements for 2600 Owner.** 2700 Owner does hereby grant, sell and convey unto 2600 Owner and any and all future owners of the 2600 Corporate Drive Property a private easement and right of way for the perpetual non-exclusive right of ingress and egress for pedestrian and vehicular traffic over, along, across and through the portion of the 2700 Corporate Drive Property included in the Access Easement Tract, to have and to hold for the non-exclusive uses, benefits and purposes herein set forth.

2. **2600 Owner Easements for 2700 Owner.** 2600 Owner does hereby grant, sell and convey unto 2700 Owner and any and all future owners of the 2700 Corporate Drive Property, a private easement and right of way for the perpetual non-exclusive right of ingress and egress for pedestrian and vehicular traffic over, along, across and through the portion of the 2600 Corporate Drive Property included in the Access Easement Tract, to have and to hold for the non-exclusive uses, benefits and purposes herein set forth.

3. **No Merger.** It is expressly understood and agreed that 2700 Owner and 2600 Owner intend that there not be, and there shall in no event be, a merger of the dominant and servient tenements described herein by virtue of the ownership of any of said tenements being vested in the same person or entity, but that the said dominant and servient tenements be kept separate for the benefit of the individuals and entities referred to in Paragraph 7 hereinafter.

4. **Binding on Successors and Assigns.** The grants and obligations, benefits and burdens of 2700 Owner and 2600 Owner shall be covenants running with the land and shall apply to, be binding upon and inure to the benefit of all present and future owners and lien creditors of the 2700 Corporate Drive Property and the 2600 Corporate Drive Property, and their respective successors and assigns, for as long as the easements herein granted are used for the purposes herein specified. The easements located on the 2600 Corporate Drive Property are easements appurtenant to the 2700 Corporate Drive Property only and the easements on the 2700 Corporate Drive Property are easements appurtenant to the 2600 Corporate Drive Property only.

5. **Costs of Access Easement.** The cost of maintenance and repair of the Access Easement Tract shall be borne by the respective owners of the 2700 Corporate Drive Property and the 2600 Corporate Drive Property: 2700 Owner shall be responsible for the costs of maintenance and repair of the portion of the Access Easement Tract located on the 2700 Corporate Drive Property, and 2600 Owner shall be responsible for the costs of maintenance and repair of the portion of the Access Easement Tract located on the 2600 Corporate Drive Property.

6. **Maintenance Obligations.** To the extent not otherwise maintained by a public utility or governmental authority, each party hereto shall maintain the easement areas, the utilities located thereon and all utility lines and facilities otherwise covered by this Agreement in a first class manner consistent with other similar institutional grade properties in the metropolitan area in which the parcels are located. Each party shall pay all costs and expenses of maintaining such easement area and utility lines and facilities located on its property. All of the maintenance work done pursuant to this Agreement shall be done in accordance with (i) all applicable laws, rules and regulations of the jurisdiction in which the parcels are located, or other applicable governmental authorities, and (ii) the provisions of any other covenants, conditions and restrictions affecting either the 2700 Corporate Drive Property or the 2600 Corporate Drive Property. All roadways subject to this Agreement shall be maintained in a level, smooth and evenly covered manner and shall be properly stripped in accordance with the requirements of the jurisdiction in which the parcels are located or other similar institutional grade properties in the metropolitan area in which the parcels are located. All areas shall be kept clean and free of refuse and debris at all times.

7. **Default.** In the event that either party (the "Defaulter") fails to fulfill its obligations under this Agreement to maintain that portion of the easement area or any utility lines or facilities covered by this Agreement located on its property and such failure to maintain has a material adverse effect on the use, operation, rental, maintenance or sale of the other party's (the "Nondefaulter") property, the Nondefaulter shall have the right, after not less than fifteen (15) days written notice to the Defaulter to enter onto the Defaulter's property and to take such action as may be necessary to satisfy the Defaulter's obligation hereunder. The Defaulter shall reimburse the Nondefaulter within ten (10) days of demand therefore, for all reasonable costs and expenses incurred in connection with work done by the Nondefaulter on behalf of the Defaulter.

8. **Insurance.** Each party shall carry General Liability Insurance (with General Aggregate Amount and Per Occurrence Limit) and Comprehensive General Liability insurance (on "Special" Form) in commercially reasonable amounts, with commercially reasonable deductible amounts and with reputable companies, insuring the easements covered by this Agreement. To the extent obtainable, all such insurance policies shall contain waiver of subrogation provisions with respect to 2700 Owner, 2600 Owner and each of their successors and assigns.

9. **No Liability to Third Parties; Indemnity.** No owner of the 2700 Corporate Drive Property or the 2600 Corporate Drive Property shall be responsible to

any of the other owners of said tracts or to any of the other parties for whose benefit the easement created herein is intended, or to any of the agents, servants, patrons, visitors or employees of such parties, or to any person whomsoever, for any injury to any person or damage to property on or about the aforesaid easements, unless caused by the negligence of such owner or its agents, servants or employees. Each owner of the aforesaid tract agrees, jointly and severally, to indemnify and hold harmless each and every other owner of said tracts, and their successors and assigns, from any and all loss, expense, damage (including attorneys fees) or claim, arising out of any damage or injury caused by the negligence of such owner, or its agents, servants or employees.

10. **Non-Exclusive.** The easements herein granted are not exclusive, and the right is hereby reserved to grant such easements, rights or privileges to such persons and for such purposes as the owner or owners of the 2700 Corporate Drive Property and the 2600 Corporate Drive Property in their discretion may select, so long as such purposes do not unreasonably interfere with the easements granted herein.

11. **No Public Dedication.** The easements hereby created are not public easements, but are permanent, private easements for the use and benefit of the owner of the 2700 Corporate Drive Property and the 2600 Corporate Drive Property and their respective lessees, tenants and invitees, and also for the use and benefit of the owners and holders of all liens, present and future, whether the same be created by deed, deed of trust, security agreement, assignment of rental, assignment of leases or other voluntary contractual document, covering the whole or any portion of the 2700 Corporate Drive Property or the 2600 Corporate Drive Property. The easements are not intended to, nor shall they be construed as, creating any dedication to, or any right in or for the benefit of, the general public.

12. **Amendment.** This easement may be amended, rescinded, destroyed or terminated only by an instrument or instruments in writing purporting to amend, rescind, destroy or terminate the easements, executed and acknowledged in the manner suitable for recording by the record owner or owners of the 2700 Corporate Drive Property and the 2600 Corporate Drive Property, and all the then lienholders owning and holding a lien upon or a security interest in said benefited parcels, which instrument or instruments of amendment, rescission, termination or destruction, to be fully effective, must be filed for record in the real estate records of the County in which the parcels are located.

13. **Headings.** The headings in this Agreement are inserted for reference only and in no way define, describe or limit the scope or intent of this Agreement or of any of the provisions hereof.

14. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Alabama.

EXECUTED as of the day and year first above written.

2700 OWNER:

**MEADOW BROOK SOUTH 2700,
L.L.C.**, an Alabama limited liability
company

By: THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA, a New
Jersey corporation, as the sole member
and manager thereof

By: James L. Street
Name: James L. Street
Title: Vice President

STATE OF GEORGIA

COUNTY OF DEKALB

I, Angela R Connor, a Notary Public in and for said State, hereby
certify that James L. Street, whose name as Vice President of THE PRUDENTIAL
INSURANCE COMPANY OF AMERICA, a New Jersey corporation, which corporation
is the sole member and manager of **MEADOW BROOK SOUTH 2700, L.L.C.**, an
Alabama limited liability company, is signed to the foregoing conveyance, and who is
known to me, acknowledged before me on this day that, being informed of the contents
of the conveyance, he, as such officer and with full authority, executed the same
voluntarily for and as the act of said corporation and company.

Given under my hand and official seal, this the 23rd day of December, 2002.

My Commission Expires:

1/21/2006

Angela R Connor
Notary Public
[Affix Seal]

2600 OWNER:

**WELLS EXCHANGE-MEADOW
BROOK PARK, BIRMINGHAM,
LLC**, a Georgia limited liability company

By: *Leo F. Wells, III*

Name: Leo F. Wells, III

Title: President

STATE OF GEORGIA

COUNTY OF *Swinnett*

I, *Martha Jean Cory*, a Notary Public in and for said State, hereby certify that Leo F. Wells, III, whose name as President of **WELLS EXCHANGE-MEADOW BROOK PARK, BIRMINGHAM, LLC**, a Georgia limited liability company, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, s/he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal, this the *23rd* day of December, 2002.

My Commission Expires:

06-24-04

Martha Jean Cory
Notary Public
[Affix Seal]

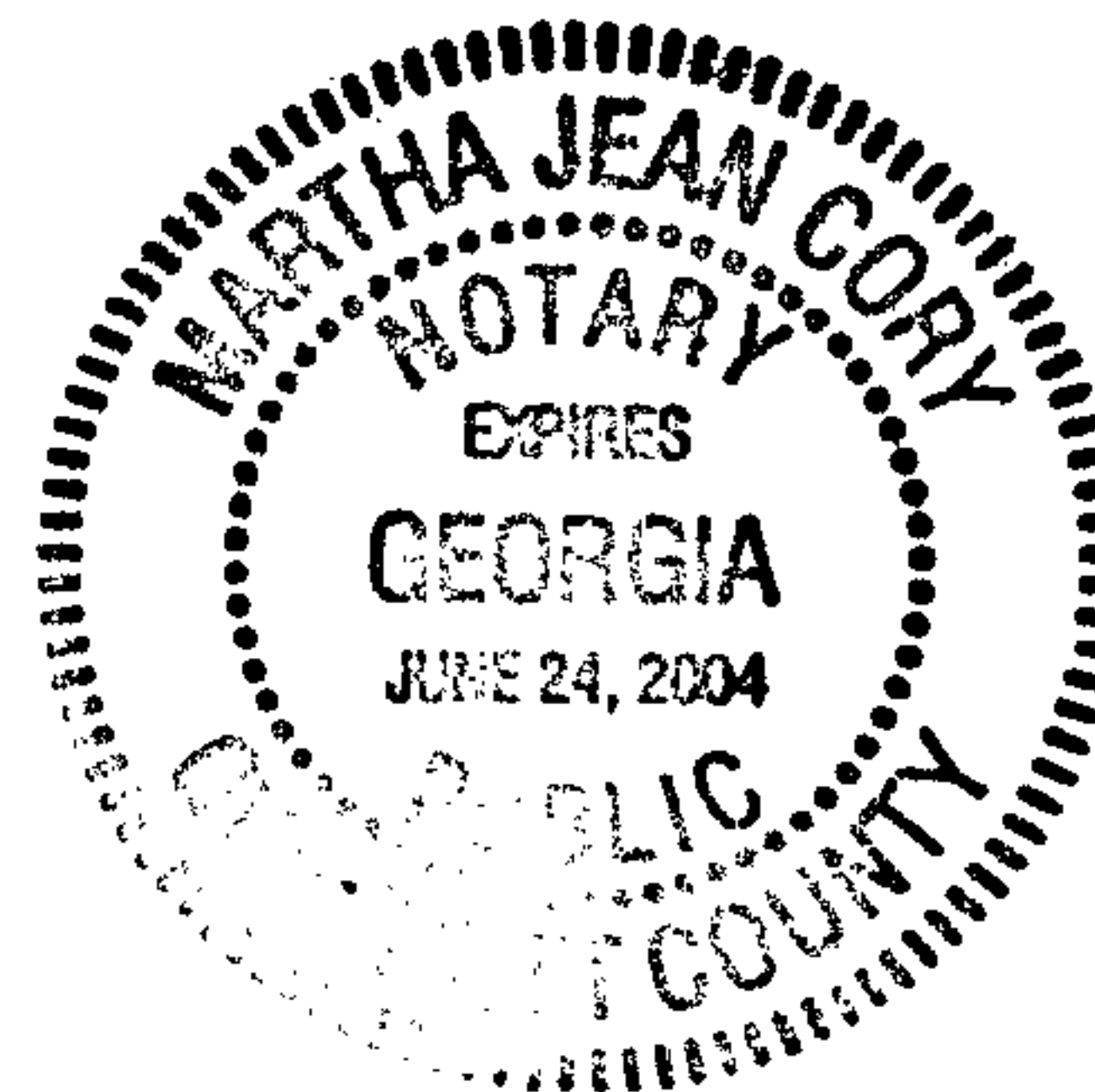


EXHIBIT A

LEGAL DESCRIPTION

(2700 Corporate Drive Property)

Lot 11-H, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama

EXHIBIT B

LEGAL DESCRIPTION

(2600 Corporate Drive Property)

Lot 11-G, Meadow Brook Corporate Park South, Phase II, Resurvey No. 8, as recorded in Map Book 25 page 91 A & B in the Office of the Judge of Probate of Shelby County, Alabama

EXHIBIT C
Access Easement Tract

20030102000000360 Pg 10/10 41.00
Shelby Cnty Judge of Probate, AL
01/02/2003 08:14:00 FILED/CERTIFIED

