

## RECIPROCAL EASEMENT AGREEMENT

(Inverness Center)

THIS RECIPROCAL EASEMENT AGREEMENT (this "<u>Agreement</u>") is made and entered into as of February 16, 2012 (the "<u>Effective Date</u>") by and between HUB PROPERTIES TRUST, a Maryland real estate investment trust ("<u>Hub</u>"), successor by merger with CW Hoover Properties LLC, a Delaware limited liability company, and SIR PROPERTIES TRUST, a Maryland real estate investment trust ("<u>SIR</u>").

#### RECITALS:

WHEREAS, Hub is the owner of that certain building and related real property having an address 10 Inverness Center, Birmingham, Alabama, which real property is more particularly described on Exhibit A attached hereto and made a part hereof (the "10 Inverness Property"); and

WHEREAS, Hub is the owner of that certain building and related real property having an address 22 Inverness Center, Birmingham, Alabama, which real property is more particularly described on Exhibit B attached hereto and made a part hereof (the "22 Inverness Property" and, together with the 10 Inverness Property, collectively, the "Hub Property"); and

WHEREAS, SIR is the owner of those certain buildings and related real property having addresses 40, 42 and 44 Inverness Center, Birmingham, Alabama, which real property is more particularly described on <a href="Exhibit C">Exhibit C</a> attached hereto and made a part hereof (the "SIR Property"); and

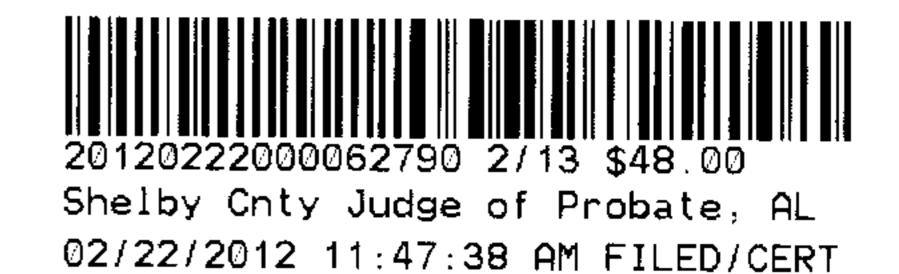
WHEREAS, the Hub Property and the SIR property share certain roadways, driveways and related facilities;

WHEREAS, Hub desires to grant to SIR easements for access and other purposes which will burden the Hub Property for the benefit of SIR Property, all in accordance with the terms and conditions of this Agreement; and

WHEREAS, SIR desires to grant to Hub easements for access and other purposes which will burden the SIR Property for the benefit of the Hub Property, all in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree and declare as follows:

1. Grant of Access Easements. Hub hereby grants to SIR a perpetual, non-exclusive right and easement appurtenant to the SIR Property and burdening the Hub Property to pass and repass by foot and by motor vehicles over the roadways and driveways located on the Hub Property for purposes of accessing the buildings, improvements and parking areas located on the SIR Property. SIR hereby grants to Hub a perpetual, non-exclusive right and easement appurtenant to the Hub Property and burdening the SIR Property to pass and repass by foot and by motor vehicles over the roadways and driveways located on the SIR Property for purposes of accessing the buildings, improvements and parking areas located on the Hub Property.



- 2. Grant of Utilities Easements. Hub hereby grants to SIR a perpetual, non-exclusive right and easement appurtenant to the SIR Property and burdening the Hub Property to use and maintain any existing utilities facilities located on the Hub Property which serve the SIR Property. SIR hereby grants to Hub a perpetual, non-exclusive right and easement appurtenant to the Hub Property and burdening the SIR Property to use and maintain any existing utilities facilities located on the SIR Property which serve the Hub Property. Either party may relocate any utilities facilities located on its property at its sole cost and expense provided that such relocation does not interrupt the other party's utilities or otherwise impair the availability of any such utilities to the other party's property which is subject to this Agreement.
- 3. <u>Maintenance</u>. SIR shall maintain the roadways, driveways and utilities facilities located on the SIR Property. Upon SIR's request, Hub shall reimburse SIR for its pro rata share of the cost of such maintenance based upon the use of such roadways, driveways and utilities facilities by Hub. Hub shall maintain any portions of the roadways, driveways and utilities facilities located on the Hub Property. Upon Hub's request, SIR shall reimburse Hub for its pro rata share of the cost of such maintenance based upon the use of such roadways, driveways and utilities facilities by Hub.
- 4. <u>Indemnity</u>. SIR hereby agrees to defend, with counsel reasonably acceptable to Hub, indemnify, and hold Hub and its agents and employees harmless, from and against any and all loss, cost, expense and damage, including reasonable attorneys' fees, incurred by Hub to the extent arising from the willful or negligent act or omission of SIR, its agents, employees, contractors or servants or the willful or negligent act or omission of anyone claiming by, through or under SIR, in connection with the exercise of the easements and obligations herein granted and assumed by SIR. Hub hereby agrees to defend, with counsel reasonably acceptable to SIR, indemnify, and hold SIR and its agents and employees harmless, from and against any and all loss, cost, expense and damage, including reasonable attorneys' fees, incurred by SIR to the extent arising from the willful or negligent act or omission of Hub, its agents, employees, contractors or servants or the willful or negligent act or omission of anyone claiming by, through or under Hub, in connection with the exercise of the easements and obligations herein granted and assumed by Hub.
- 5. <u>Notices</u>. All notices hereunder shall be in writing and shall be deemed fully served if sent to the respective addresses of the parties as shown below.

For Hub:

c/o CommonWealth REIT

Two Newton Centre, 255 Washington Street

Newton, Massachusetts 02458

Attn: President

For SIR:

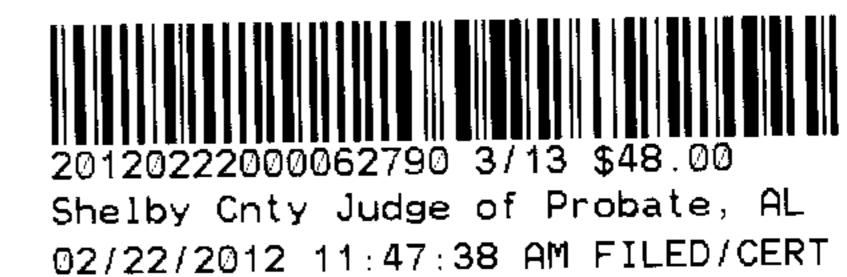
c/o Strategic Income REIT

Two Newton Centre, 255 Washington Street

Newton, Massachusetts 02458

Attn: President

Any notice by one party to the other shall be deemed to have been duly given if mailed by certified or registered mail, postage prepaid or delivered by a recognized overnight delivery



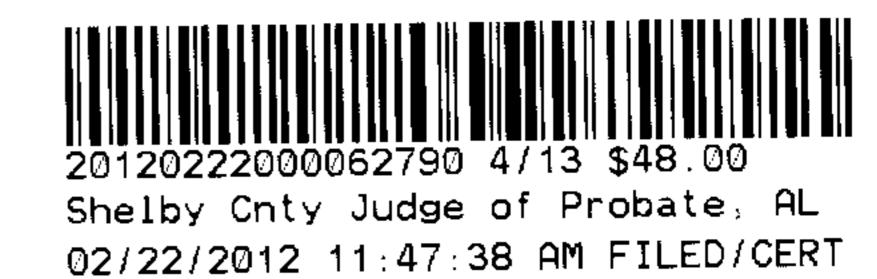
service or other means then typically employed to provide notice under similar circumstances. Both parties may change addresses and identities of notice recipients by notice to the other.

6. <u>Successors and Assigns</u>. This Agreement shall run with the land comprising the Hub Property and the land comprising the SIR Property and shall be binding upon and inure to the benefit of the parties hereto and their respective successors as owners of the Hub Property and the SIR Property, as applicable. Notwithstanding the foregoing, each party hereto shall be liable only for obligations incurred or accrued during the period of its respective seisin.

#### 7. Arbitration.

- Any disputes, claims or controversies between or among the parties (i) arising out of or relating to this Agreement, or (ii) brought by or on behalf of any shareholder of any party or a direct or indirect parent of a party (which, for purposes of this Agreement shall mean any shareholder of record or any beneficial owner of shares of any party, or any former shareholder of record or beneficial owner of shares of any party), either on his, her or its own behalf, on behalf of any party or on behalf of any series or class of shares of any party or shareholders of any party against any party or any member, trustee, officer, manager (including Reit Management & Research LLC ("RMR") or its successor), agent or employee of any party, including disputes, claims or controversies relating to the meaning, interpretation, effect, validity, performance or enforcement of this Agreement, including this arbitration provision, or the declarations of trust, limited liability company agreements or bylaws of any party hereto (all of which are referred to as "Disputes"), or relating in any way to such a Dispute or Disputes shall, on the demand of any party to such Dispute be resolved through binding and final arbitration in accordance with the Commercial Arbitration Rules (the "Rules") of the American Arbitration Association ("AAA") then in effect, except as those Rules may be modified in this Section 7. For the avoidance of doubt, and not as a limitation, Disputes are intended to include derivative actions against trustees, officers or managers of any party and class actions by a shareholder against those individuals or entities and any party. For the avoidance of doubt, a Dispute shall include a Dispute made derivatively on behalf of one party against another party. For purposes of this Section 7, the term "party" shall include any direct or indirect parent of a party.
- (b) There shall be three (3) arbitrators. If there are only two (2) parties to the Dispute, each party shall select one arbitrator within fifteen (15) days after receipt of a demand for arbitration. Such arbitrators may be affiliated or interested persons of such parties. If there are more than two (2) parties to the Dispute, all claimants, on the one hand, and all respondents, on the other hand, shall each select, by the vote of a majority of the claimants or the respondents, as the case may be, one arbitrator within fifteen (15) days after receipt of a demand for arbitration. Such arbitrators may be affiliated or interested persons of the claimants or the respondents, as the case may be. If either a claimant (or all claimants) or a respondent (or all respondents) fail to timely select an arbitrator then the party (or parties) who has selected an arbitrator may request the AAA to provide a list of three (3) proposed arbitrators in accordance with the Rules (each of whom shall be neutral, impartial and unaffiliated with any party) and the party (or parties) that failed to timely appoint an arbitrator shall have ten days from the date the AAA provides such list to select one of the three (3) arbitrators proposed by AAA. If such party (or parties) fail to select such arbitrator by such time, the party (or parties) who have appointed the first arbitrator shall then have ten days to select one of the three (3) arbitrators proposed by

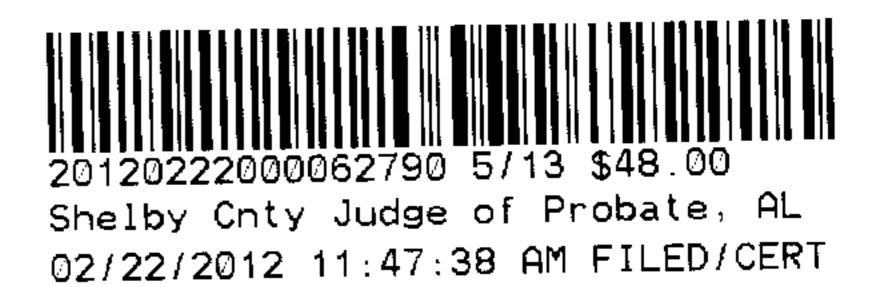
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AAA to be the second arbitrator; and, if he/they should fail to select such arbitrator by such time, the AAA shall select, within fifteen (15) days thereafter, one of the three (3) arbitrators it had proposed as the second arbitrator. The two (2) arbitrators so appointed shall jointly appoint the third and presiding arbitrator (who shall be neutral, impartial and unaffiliated with any party) within fifteen (15) days of the appointment of the second arbitrator. If the third arbitrator has not been appointed within the time limit specified herein, then the AAA shall provide a list of proposed arbitrators in accordance with the Rules, and the arbitrator shall be appointed by the AAA in accordance with a listing, striking and ranking procedure, with each party having a limited number of strikes, excluding strikes for cause.

- (c) The place of arbitration shall be Boston, Massachusetts unless otherwise agreed by the parties.
- (d) There shall be only limited documentary discovery of documents directly related to the issues in dispute, as may be ordered by the arbitrators.
- (e) In rendering an award or decision (the "Arbitration Award"), the arbitrators shall be required to follow the laws of State of Maryland. Any arbitration proceedings or Arbitration Award rendered hereunder and the validity, effect and interpretation of this arbitration agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. The Arbitration Award shall be in writing and may, but shall not be required to, briefly state the findings of fact and conclusions of law on which it is based.
- (f) Except to the extent expressly provided by this Agreement or as otherwise agreed by the parties, each party involved in a Dispute shall bear its own costs and expenses (including attorneys' fees), and the arbitrators shall not render an award that would include shifting of any such costs or expenses (including attorneys' fees) or, in a derivative case or class action, award any portion of a party's award to the claimant or the claimant's attorneys. Each party (or, if there are more than two (2) parties to the Dispute, all claimants, on the one hand, and all respondents, on the other hand, respectively) shall bear the costs and expenses of its (or their) selected arbitrator and the parties (or, if there are more than two (2) parties to the Dispute, all claimants, on the one hand, and all respondents, on the other hand) shall equally bear the costs and expenses of the third appointed arbitrator.
- (g) An Arbitration Award shall be final and binding upon the parties thereto and shall be the sole and exclusive remedy between such parties relating to the Dispute, including any claims, counterclaims, issues or accounting presented to the arbitrators. Judgment upon the Arbitration Award may be entered in any court having jurisdiction. To the fullest extent permitted by law, no application or appeal to any court of competent jurisdiction may be made in connection with any question of law arising in the course of arbitration or with respect to any award made except for actions relating to enforcement of this agreement to arbitrate or any arbitral award issued hereunder and except for actions seeking interim or other provisional relief in aid of arbitration proceedings in any court of competent jurisdiction.
- (h) Any monetary award shall be made and payable in U.S. dollars free of any tax, deduction or offset. Each party against which the Arbitration Award assesses a monetary obligation shall pay that obligation on or before the thirtieth (30<sup>th</sup>) day following the date of the Arbitration Award or such other date as the Arbitration Award may provide.

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- (i) The foregoing arbitration provision is intended to benefit and be enforceable by the shareholders, members, direct and indirect parents, trustees, directors, officers, managers (including RMR or its successor), agents or employees of any party and the parties and shall be binding on the shareholders of any party and the parties, as applicable, and shall be in addition to, and not in substitution for, any other rights to indemnification or contribution that such individuals or entities may have by contract or otherwise.
- 8. <u>Miscellaneous</u>. The easements granted herein are granted subject to all matters of record. The headings herein are inserted only as a matter of convenience and for reference only and in no way define, limit or describe the scope or intent of this Agreement nor in any way affect the terms and provisions hereof. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by a modification or amendment in writing signed by both parties.
- 9. NON-LIABILITY OF TRUSTEES OF HUB. THE DECLARATION OF TRUST ESTABLISHING HUB, DATED SEPTEMBER 12, 1996, AS AMENDED AND SUPPLEMENTED, AS FILED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF HUB SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, HUB. ALL PERSONS DEALING WITH HUB IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF HUB FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.
- 10. NON-LIABILITY OF TRUSTEES OF SIR. THE DECLARATION OF TRUST ESTABLISHING SIR, DATED FEBRUARY 8, 2012, AS AMENDED AND SUPPLEMENTED, AS FILED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND, PROVIDES THAT NO TRUSTEE, OFFICER, SHAREHOLDER, EMPLOYEE OR AGENT OF SIR SHALL BE HELD TO ANY PERSONAL LIABILITY, JOINTLY OR SEVERALLY, FOR ANY OBLIGATION OF, OR CLAIM AGAINST, SIR. ALL PERSONS DEALING WITH SIR IN ANY WAY SHALL LOOK ONLY TO THE ASSETS OF SIR FOR THE PAYMENT OF ANY SUM OR THE PERFORMANCE OF ANY OBLIGATION.

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IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal by their respective duly-authorized officers as of the date first hereinabove written.

**HUB:** 

HUB PROPERTIES TRUST, a Maryland real estate investment trust

Bv:

John C. Popeo

Treasurer, Chief Financial Officer and Assistant Secretary

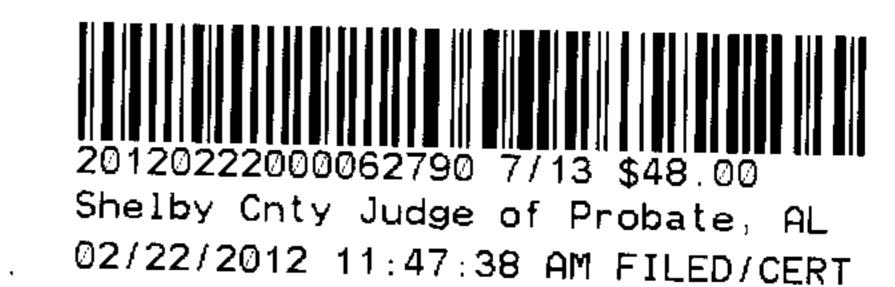
SIR:

SIR PROPERTIES TRUST,

a Maryland real estate investment trust

David M. Blackman

President



A Mary Public

COMMONWEALTH OF MASSACHUSETTS	)
COUNTY OF MIDDLESEX	)

On this potential of February, 2012, before me, the undersigned notary public, personally appeared John C. Popeo, Treasurer, Chief Financial Officer and Assistant Secretary of Hub Properties Trust, a Maryland real estate investment trust, personally known to me or proved to me through satisfactory evidence of identification, which was personally known to me or proved (state form of identification), to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(asix official signature and seal of notary)

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this 10 day of February, 2012, before me, the undersigned notary public, personally appeared David M. Blackman, President of SIR Properties Trust, a Maryland real estate investment trust, personally known to me or proved to me through satisfactory evidence of identification, which was person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

(affix official signature and seal of notary)



Shelby Cnty Judge of Probate, AL 02/22/2012 11:47:38 AM FILED/CERT

#### EXHIBIT A

### 10 INVERNESS PROPERTY

(See attached copy.)



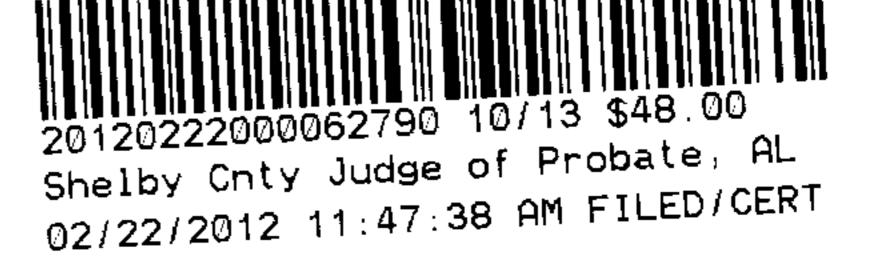
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## PARCEL NO. IV (BUILDING NO. 10)

Part of the West half of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

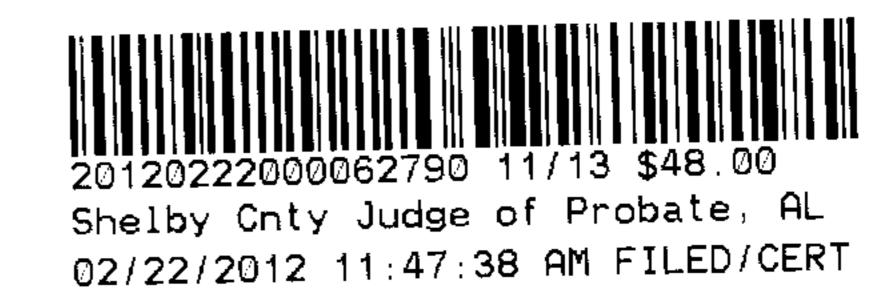
Commence at the point where the North line of the South half said quarter-quarter of the Southeast quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West intersects the Southwesterly right of way of U.S. Highway 280 and run North 88 degrees 24 minutes 25 seconds West along said North line of South half distance of 138.23 feet to the point of beginning of herein described parcel; thence run South 09 degrees 56 minutes 31 seconds East along the Southwesterly line of Inverness Office Center, Site 1 a distance of 370.81 feet to a point on a curve to the left on the Northwesterly right of way of Inverness Center Parkway, said curve having a radius of 639.00 feet and a central angle of 17 degrees 05 minutes 09 seconds; thence South 57 degrees 28 minutes 31 seconds West along the chord of said curve 189.85 feet to the Point of Tangent; thence continuing along said right of way the following courses, South 48 degrees 55 minutes 56 seconds West, 47.17 feet to the Point of Curve of curve to the right, having a radius of 431.50 feet and a central angle of 13 degrees 33 minutes 45 seconds; thence South 55 degrees 02 minutes 49 seconds West along the chord of said curve 101.90 feet to the Point of Tangent; thence South 62 degrees 29 minutes 42 seconds West, 137.56 feet to the Point of Curve of curve to the left, having a radius 1342.50 feet and a central angle of 11 degrees 11 minutes 18 seconds; thence South 56 degrees 54 minutes 02 seconds West along the chord of said curve 261.74 feet to the Point of Tangent; thence South 51 degrees 18 minutes 23 seconds West, 81.81 feet to the Point of Curve of curve to the right, having a radius of 1325.00 feet and a central angle of 2 degrees 03 minutes 06 seconds; thence South 52 degrees 19 minutes 56 seconds West along the chord of said curve 47.44 feet to a point on said curve and the centerline of common drive for Inverness Office Center Buildings 10 and 22; thence the following courses along said centerline of common drive, North 28 degrees 28 minutes 27 seconds West, 5.13 feet to a Point of Curve of curve to the right, having a radius of 213.00 feet and a central angle of 16 degrees 09 minutes 39 seconds; thence North 20 degrees 23 minutes 37 seconds West along the chord of said curve 59.88 feet to the Point of Tangent; thence North 12 degrees 18 minutes 47 seconds West, 71.95 feet to the Point of Curve of curve to the left, having a radius of 116.00 feet and a central angle of 67 degrees 11 minutes 32 seconds; thence North 45 degrees 54 minutes 33 seconds West along the chord of said curve 128.37 feet to a point on said curve; thence leaving said centerline of common drive, the following courses along the existing back of curb of an entrance drive to Building 10, North 10 degrees 51 minutes 55 seconds East, 35.08 feet to the Point of Curve of a curve to the right, having a radius of 321.55 feet and a central angle of 32 degrees 08 minutes 29 seconds; thence North 26 degrees 56 minutes 09 seconds East along the chord of said curve 178.02 feet to the Point of Tangent; thence North 43 degrees 00 minutes 24 seconds East, 8.85 feet; thence North 29 degrees 39 minutes 25 seconds West 28.26 feet; thence South 60 degrees 20 minutes 35 seconds West 29.00 feet leaving said back of curb; thence North 29 degrees 39 minutes 25 seconds West paralleling existing parking lots of Building 10 and 22, 388.34 feet; thence North 88 degrees 24 minutes 25 seconds West 55.92 feet; thence North 01 degrees 35 minutes 35 seconds East 25.00 feet; thence South 88 degrees 24 minutes 25 seconds East 5.00 feet; thence North 01 degrees 35 minutes 35 seconds East 75.50 feet to a point on said North line of the South half of the Southeast quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West; thence South 88 degrees 24 minutes 25 seconds East along said North line of South half, 156.00 feet to a point; thence South 46 degrees 22 minutes 05 seconds East, 40.73 feet; thence North 43 degrees 37 minutes 55 seconds East, 36.72 feet to a point on said North line of South half thence South 88 degrees 24 minutes 25 seconds East along said North line of South half, 765,04 feet to the Point of Beginning





# 22 INVERNESS PROPERTY

(See attached copy.)

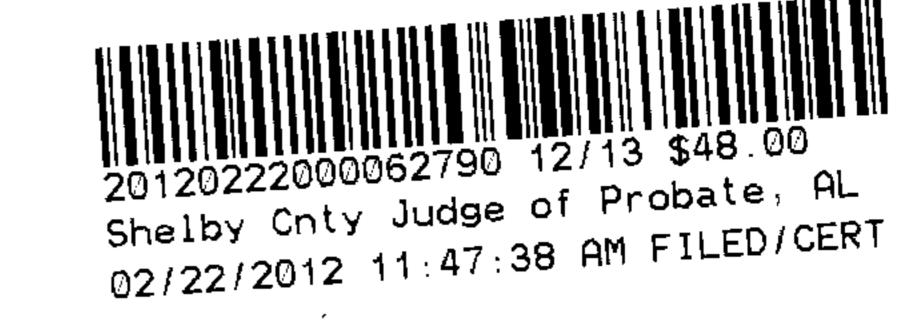


#### PARCEL V (BUILDING NO. 22)

Part of the West half of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows: Commence at a point where the North line of the South half of the Southeast quarter of the Northwest quarter of Section 36, Township 18 South, Range 2 West intersects the Southwesterly right of way of U.S. Highway 280 and run North 88 degrees 24 minutes 25 seconds West along same 1114.10 feet to the point of beginning of herein described parcel; thence South 01 degrees 35 minutes 35 seconds West, 75.50 feet; thence North 88 degrees 24 minutes 25 seconds West 5.00 feet; thence South 01 degrees 35 minutes 35 seconds West 25.00 feet; thence South 88 degrees 24 minutes 25 seconds East 55.92 feet; thence South 29 degrees 39 minutes 25 seconds East paralleling existing parking lots of Building 10 and 22, 388.34 feet; thence North 60 degrees 20 minutes 35 seconds East 29.00 feet to a point on the existing back of curb of drive into Building 10; thence the following courses along said back of curb, South 29 degrees 39 minutes 25 seconds East, 28.26 feet; thence South 43 degrees 00 minutes 24 seconds West 8.85 feet to the Point of Curve of curve to the left, having a radius of 321.55 feet and a central angle of 32 degrees 08 minutes 29 seconds; thence South 26 degrees 56 minutes 09 seconds West along the chord of said curve 178.02 feet to the Point of Tangent; thence South 10 degrees 51 minutes 55 seconds West 35.08 feet to a point on a curve to the right and on the centerline of common drive for Buildings 10 and 22, said curve having a radius of 116.00 and a central angle of 67 degrees 11 minutes 32 seconds; thence the following courses along said centerline of drive, South 45 degrees 54 minutes 33 seconds Bast along the chord of said curve 128,37 feet; thence South 12 degrees 18 minutes 47 seconds East · 71.95 feet to the Point of Curve of curve to the left, having a radius of 213.00 feet and a central angle 16 degrees 09 minutes 39 seconds; thence South 20 degrees 23 minutes 37 seconds East along the chord of said curve 59.88 feet to the Point of Tangent; thence South 28 degrees 28 minutes 27 seconds East 5.13 feet to a point on a curve to the right on the Northerly right of way of Inverness Center Parkway, said curve having a radius of 1325.00 feet and a central angle of 11 degrees 50 minutes 45 seconds; thence South 59 degrees 16 minutes 51 seconds West along the chord of said curve 273.45 feet to the Point of Tangent; thence South 65 degrees 12 minutes 13 seconds West continuing along said right of way 234.70 feet to the Point of Curve of curve to the left, having a radius of 985.24 feet and a central angle of 1 degrees 49 minutes 24 seconds thence South 64 degrees 17 minutes 32 seconds West continuing along said right of way 31.35 feet to an intersection with a curve to the right being on the back of the Easterly curb of the entrance drive to Inverness Office Center, Site-4, (The 40's), said curve having a radius of 68.08 feet and a central angle of 55 degrees 56 minutes 13 seconds; thence the following courses along said Easterly back of curb of entrance drive; North 50 degrees 56 minutes 42 seconds West along the chord of said curve 63.86 feet to the Point of Tangent; thence North 22 degrees 58 minutes 36 seconds West 5.09 feet to the Point of Curve of curve to the right, having a radius of 58.90 feet and a central angle of 20 degrees 29 minutes 35 seconds; thence North 12 degrees 43 minutes 48 seconds West along the chord of said curve 20.95 feet to the Point of Tangent; thence North 02 degrees 29 minutes 00 seconds West 36.87 feet to the Point of Curve of curve to the left, having a radius of 229.01 feet and a central angle of 43 degrees 55 minutes 17 seconds; thence North 24 degrees 52 minutes 29 seconds West along the chord of said curve 171.28 feet to the Point of Tangent; thence North 53 degrees 14 minutes 04 seconds West 133.54 feet to the Point of Curve of curve to the right, having a radius of 275.00 feet and a central angle of 19 degrees 48 minutes 04 seconds; thence North 43 degrees 20 minutes 02 seconds West along the chord of said curve 94.57 feet to a point on said curve; thence North 36 degrees 15 minutes 02 seconds East leaving said back of curb and paralleling existing parking lots of Site-4 and Building 22, 682.41 feet; thence North 01 degrees 36 minutes 01 seconds East 166.08 feet to a point on said North line of the South half of the Southeast quarter of the Northwest quarter of Section 36; thence South 88 degrees 24 minutes 25 seconds East along said same 52.95 feet to the Point of Beginning.

# EXHIBIT C

SIR PROPERTY



(See attached copy.)



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40 Inverness Center Parkway

42 Inverness Center Parkway

44 Inverness Center Parkway

46 Inverness Center Parkway Birmingham, AL 35242

## Legal Description

(Building Nos. 40, 42, 44 and 46)

Part of the East ½ of Section 35, Township 18 South, Range 2 West and the West ½ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama and being more particularly described as follows:

Begin at the Southwest comer of the Southeast ¼ of the Northeast ¼ of Section 35, Township 18 South, Range 2 West, Shelby County, Alabama, and run N 45°29'10" E along the diagonal line from the Southwest comer to the Northeast comer of said 1/2 1/2 section, being the same as the Southeast line of a resurvey of Lot 2-D of Cahaba River Park, as recorded in Map Book 8, Page 95 in the Probate Office of Shelby County. Alabama 1791.69 feet to a 5/8" rebar, being the Northwesterly corner of Lot 4A of the Survey of Resource Center, as recorded in Map Book 24, Page 118 in the Probate Office of Shelby County, Alabama; thence S 45°56'49" E along the Southwesterly line of said Lot 4A, 82.80 feet to an existing rod & cap comer and angle point of said Lot 4A. said point also being on the west line of the Southwest ¼ of the Northwest ¼ of Section 36, Township 18 South, Range 2 West, Shelby County, Alabama; thence S 00°08'37" E along said Section line and west line of said subdivision, 557.20 feet to an existing rod & cap: thence S 88°23'57" E along the south line of said Resource Center survey 391.12 feet to an existing 1" crimped iron and the common corner with inverness Office Center Building 22 survey; thence the following courses along the common property line with said Building 22 survey, S 01°36'03" W, 166.03 feet; thence S 36°15'02" W, 682.41 feet to a point on the back of curb of an existing drive, said point being on a curve to the left, having a radius of 275.00 feet and a central angle of 19°48'04"; thence the following courses along the existing back of curb and a common property line with said Building 22 survey, \$ 43°20'02" E, along the chord of said curve, 94.57 feet to the point of tangent; thence S 53\*14'04" E, 133.54 feet to the point of curve of a curve to the right. having a radius of 229.01 feet and a central angle of 43°55'17"; thence S 24°52'29" E along the chord of said curve, 171.28 feet to the point of tangent; thence \$ 02\*29'00" E. 36.87 feet to point of curve of a curve to the left having a radius of 58.90 feet and central angle of 20°29'35"; thence S 12°43'48" E along the chord of said curve, 20.95 feet to the point of tangent; thence S 22°58'36" E, 5.09 feet to the point of curve of a curve to the left, having a radius of 68.08 feet and a central angle of 55°46'18"; thence \$ 50°51'45" E along the chord of said curve, 63.68 feet to a point on a curve to left on the Northwesterly right of way of inverness Center Parkway, said curve having a radius of 985.24 feet and a central angle of 28°50'14"; thence the following courses along said right of way of Inverness Center Parkway, S 48°56'24" W along the chord of said curve. 490.66 feet to the point of tangent; thence S 34"31'17" W. 167.46 feet to the point of curve of a curve to the right, having a radius of 1184.57 feet and a central angle of 21°57'41"; thence S 45°30'08" W along the chord of said curve, 451.27 feet to the point of tangent; thence S 56°28'58" W. 112.67 feet to the point of curve of a curve to the left, having a radius of 1469.86 feet and a central angle of 01°54'49"; thence 8 55°31'84" W along the chord of said curve, 49.09 feet to a point on said curve; thence leaving said right of way, N 01-40'59" E. 427.65 feet to an existing 1 1/4 inch crimped iron; thence North 63°49'01" West 334.90 feet to an existing 1 1/3" crimped Iron; thence South 40°42'16" West, 310.00 feet to an existing 1 1/2 Inch crimped Iron; thence North 63°46'33" West, 639.96 feet to an existing 1 Inch crimped iron on the Northwesterly line of herein described site; thence North 26°14'07" East along sald Northwesterly line of site, 820.12 feet to the point of beginning