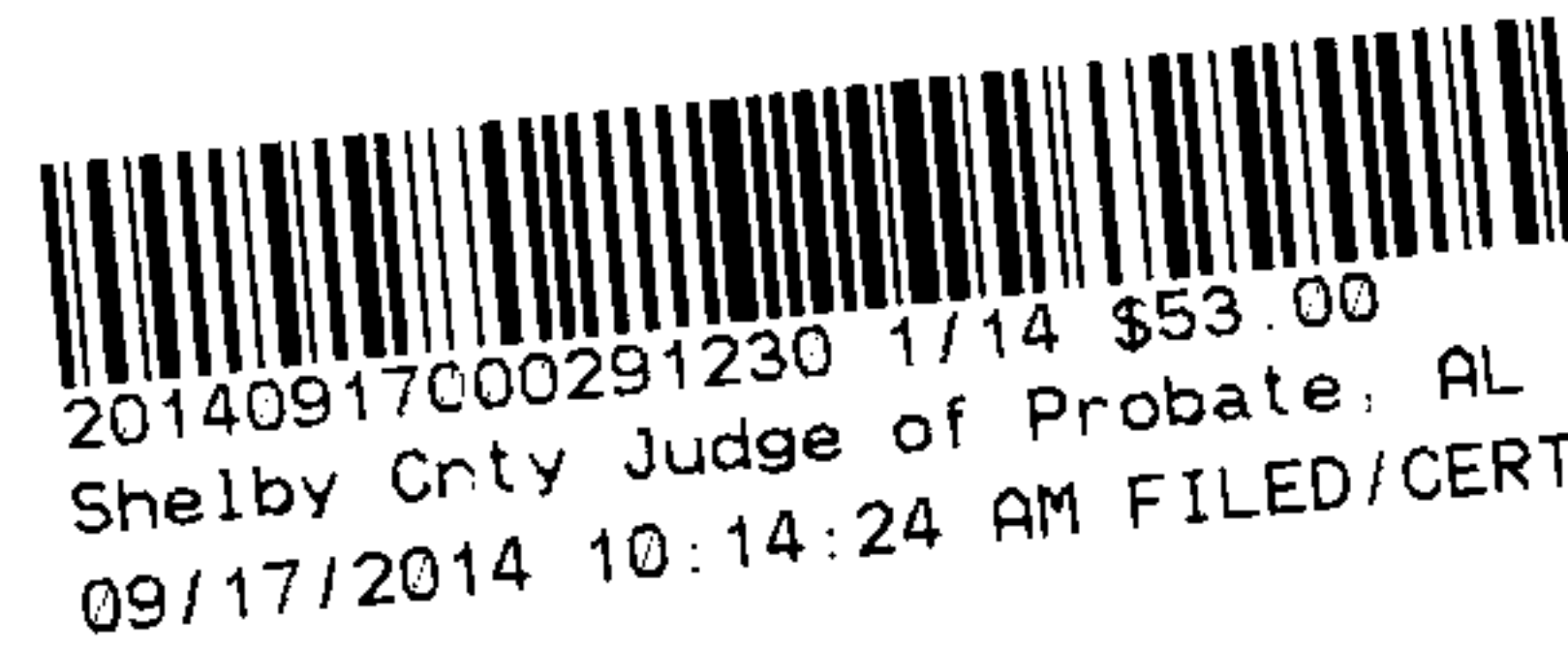


Prepared by and return to:

Rosenberg Martin Greenberg, LLP
25 S. Charles Street; 21st Floor
Baltimore, Maryland 21201
Attention: Hilary J. O'Connor, Esquire

Tax Parcel No.: _____



COST-SHARING AGREEMENT

THIS COST-SHARING AGREEMENT (this "Agreement") is made as of the first day of January, 2014 (the "Effective Date"), by and between **PERA LEE BRANCH, INC.**, a Colorado corporation ("PLBI"), with an address of c/o LaSalle Investment Management, Inc., 100 E. Pratt Street; 20th Floor, Baltimore, Maryland 21202, Attn: Asset Manager-Lee Branch and **RUSHMORE LEE BRANCH, LLC**, an Illinois limited liability company ("Rushmore"), with an address of 212 W. Kinzie Street, 5th Floor, Chicago, IL 60654.

RECITALS

A. PLBI is the owner of that certain of real property situated in the City of Birmingham, State of Alabama and commonly known as Phase I of the Village at Lee Branch Shopping Center, as more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference ("PLBI Parcel").

B. Rushmore is the owner of that certain parcel of real property situated in the City of Birmingham, State of Alabama and commonly known as Phase II of the Village at Lee Branch Shopping Center, as more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference ("Rushmore Parcel" and collectively with the PLBI Parcel, the "Parcels"). The Parcels and the improvements located thereon are commonly known as the Village at Lee Branch Shopping Center (the "Shopping Center").

C. The sewer pumping station that serves the Shopping Center is located on the PLBI Parcel, and the parties wish to set forth certain agreements regarding Rushmore's continued use of the sewer pumping station, as well as the maintenance, repair and sharing of costs of said sewer pumping station, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, PLBI and Rushmore and all present and future owners and occupants of the PLBI Parcel and/or the Rushmore Parcel (each, an "Owner" and collectively, the "Owners") shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

Harbor City Research, Inc.
201 N. Charles St., Suite 900
Baltimore, MD 21201

2089274 #69695

1. Access to the Improvements. PLBI agrees that it currently maintains the sewer pumping station located on the PLBI Parcel as shown on Exhibit A, attached hereto and incorporated herein, as well as the facilities, utilities and improvements located on the PLBI Parcel necessary for the operation of the pumping station, excluding those that solely serve the PLBI Parcel (collectively, the "Pump Station Improvements"). PLBI and Rushmore acknowledge and agree that Rushmore has been served by the Pump Station Improvements prior to the Effective Date, and subject to the terms contained herein, PLBI hereby grants Rushmore and any subsequent Owner of the Rushmore Parcel the right to connect to and utilize the Pump Station Improvements in the same manner that exists as of the Effective Date.

2. Maintenance of Pump Station Improvements; Reimbursement of Maintenance Costs.

A. Beginning as of the Effective Date and continuing for so long as the Pump Station Improvements serve the Rushmore Parcel, Rushmore agrees to reimburse PLBI on an annual basis in arrears for the costs of the maintenance, repair and replacement costs incurred by PLBI in connection with the Pump Station Improvements (collectively, the "Maintenance Costs") based on Rushmore's proportionate share of the total gross leasable area served by the Pump Station Improvements. The parties acknowledge and agree that as of the Effective Date, the total gross leasable area ("GLA") of the PLBI Parcel is 194,629 square feet and the GLA of the Rushmore Parcel is 223,100 square feet. As such Rushmore's proportionate share of the Maintenance Costs shall be 53.4%. All billings for the Maintenance Costs shall be accompanied by reasonable supporting documentation and shall be paid within thirty (30) days after receipt and if not paid when due, shall bear interest at the rate of one and one-half percent (1.5%) per month from the date due until paid in full. The parties hereto agree that all charges to Rushmore for services provided under this Agreement shall be based upon PLBI's actual costs without any allowance or margin for profit to PLBI. Notwithstanding any provision to the contrary contained herein, in no event shall PLBI be responsible to maintain any facilities, improvements or utilities used in connection with the sewer pumping station that are located within the Rushmore Parcel.

B. PLBI agrees that it shall perform any maintenance, repair or replacement of the Pump Station Improvements in accordance with all applicable laws and in a commercially reasonable manner. In the event that PLBI fails to maintain the Pump Station Improvements in working order or comply with the obligations in the previous sentence, and such failure materially and adversely impacts Rushmore's use of the Rushmore Parcel for thirty (30) days after receipt of written notice from Rushmore of the need for repair with such detail as is reasonably required to describe the issue (unless said actions cannot reasonably be completed within said thirty (30) day period, in which case PLBI shall have such additional time as may be necessary so long as PLBI diligently completes said repair, replacement or maintenance), Rushmore may make such repair, replacement or maintenance to the Pump Station Improvement as are necessary to prevent any damage to the Rushmore Parcel or the improvements located thereon. In said event, PLBI will reimburse Rushmore for its proportionate share of said costs to the Pump Station Improvements within thirty (30) days after written demand therefor, together with such documentation which is necessary to evidence the expenditure in reasonable detail, subject to the terms of Section 3

herein. Additionally, in the event that any proposed repair or replacement of the Pump Station Improvements shall cost more than Five Thousand Dollars (\$5,000.00) in any one instance, PLBI shall request Rushmore's written consent at least ten (10) days' prior to performing said repair or replacement (except in the event of an emergency, in which case PLBI shall provide such written notice that are practical given the circumstances that exist at the time), which consent shall be not be unreasonably withheld, delayed or conditioned. In the event that Rushmore does not respond within said ten (10) day period, Rushmore shall be deemed to have consented to such request.

3. Maintenance of Rushmore Improvements. Notwithstanding any provision contained in this Agreement to the contrary, Rushmore shall be responsible, at its sole cost and expense, for maintaining, repairing and replacing any improvements or facilities located on the Rushmore Parcel related to Rushmore's use of and/or access to the Pump Station Improvements of any nature whatsoever. Rushmore shall complete such maintenance, repair or replacement in accordance with all applicable laws and in a commercially reasonable manner so as to prevent any effect or adverse impact on the Pump Station Improvements.

4. Indemnification. Rushmore hereby indemnifies and holds PLBI harmless from any claims, damages, liability, losses, suits or other obligations of any nature whatsoever (including, but not limited to attorney's fees) arising, directly or indirectly, from Rushmore's use of and/or access to the Pump Station Improvements and/or breach of the terms of this Agreement. PLBI hereby indemnifies and holds Rushmore harmless from any claims, damages, liability, losses, suits or other obligations of any nature whatsoever (including, but not limited to attorney's fees) arising, directly or indirectly, from PLBI's use of the Pump Station Improvements and/or breach of the terms of this Agreement.

5. Governing Law. This Agreement shall be governed by the laws of the State of Alabama.

6. Binding Nature of Agreement; Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns as provided in this Agreement.

7. Covenants Running With the Land. All of the terms and provisions of this Agreement shall be considered covenants running with the land and the title to the PLBI Parcel and the Rushmore Parcel (and any portion thereof), and shall be binding upon all persons or entities having or acquiring any right, title or interest in either Parcel (or portion thereof), and shall inure to the benefit of each Owner thereof.

8. Force Majeure. Each party shall be excused from performing any obligation or undertaking provided for in this Agreement (except any obligation to pay any sum of money payable hereunder) for so long as such performance is prevented, delayed or hindered by reasons beyond its reasonable control, including (without limitation) strikes, lack of available materials, extreme weather, casualty, or Act of God. Wherever in this Agreement a party (the "Delayed Party") may be entitled to an extension of time for force majeure or similar reasons, such

Delayed Party shall be so entitled only (i) to the extent that the wrongful or negligent acts or omissions of the Delayed Party (or of those for whom it is legally liable) did not contribute to such delay and (ii) provided that the Delayed Party gave the other party written notice of the event giving rise to such delay within ten (10) days following the occurrence of such delaying event, it being the intention of the parties that claims for extensions under such circumstances be made sooner rather than later.

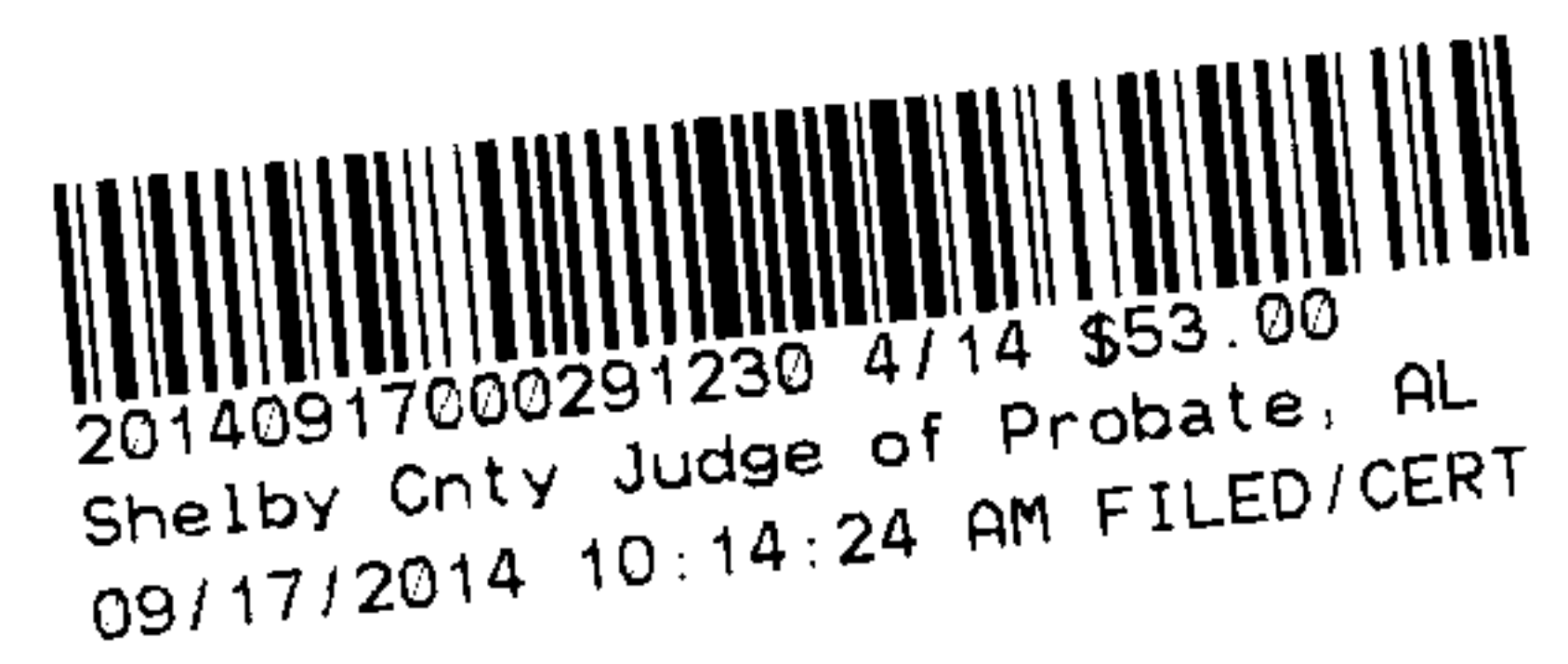
9. Notices. All notices, demands, bills, statements or other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, by commercial overnight delivery service, by hand delivery, or three (3) days after being sent by registered or certified mail, return receipt requested, postage prepaid, at the address designated from time to time by the party to whom such notice is furnished, and if no such address is designated, at the address of the property owned or leased by such party, whether or not accepted by the party to whom notice is directed.

10. Entire Agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof. This Agreement may not be modified or amended other than by an agreement in writing.

11. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories.

12. WAIVER OF TRIAL BY JURY. EACH PARTY HEREBY WAIVES, IRREVOCABLY AND UNCONDITIONALLY, TRIAL BY JURY IN ANY ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ANY OF THE DOCUMENTS EXECUTED IN CONNECTION HERewith, THE PROPERTIES, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR TO ANY OF THE FOREGOING.

13. Invalid Provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.



14. Extent of Liability. Notwithstanding any other provision contained in this Agreement to the contrary, PLBI and Rushmore hereby expressly agree that the obligations and liability of each of them shall be limited solely to such party's interest in its respective Parcel, as such interest is constituted from time to time. PLBI and Rushmore agree that any claim against a party hereto shall be confined to and satisfied only out of, and only to the extent of, such party's interest in its Parcel, as such interest is constituted from time to time. Nothing contained in this paragraph shall limit or affect any right that any party might otherwise have to seek or to obtain injunctive relief or to specifically enforce the rights and agreements herein set forth, provided that such injunctive relief or specific performance does not involve the payment of money from a source other than such party's interest in its Parcel, as such interest may be constituted from time to time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.


SIGNATURE PAGES FOLLOW



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Shelby Cnty Judge of Probate, AL
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EXECUTION PAGE OF COST SHARING AGREEMENT

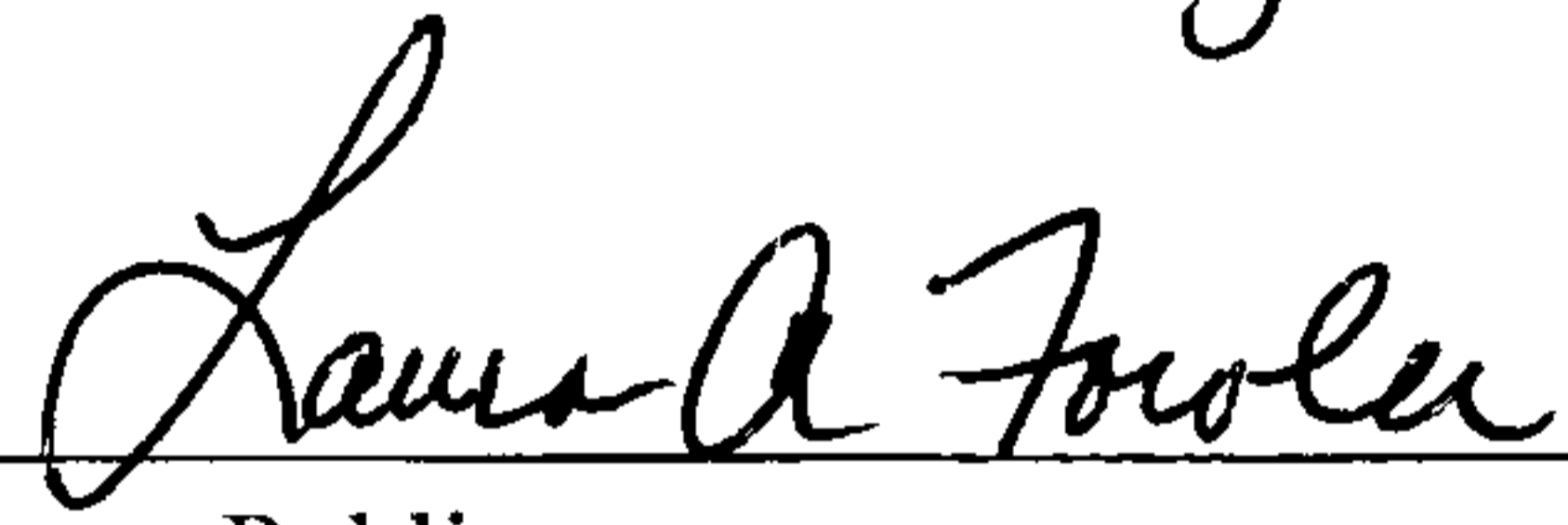
PERA LEE BRANCH, INC.

By: 
Steven J. Schnur, Vice-President

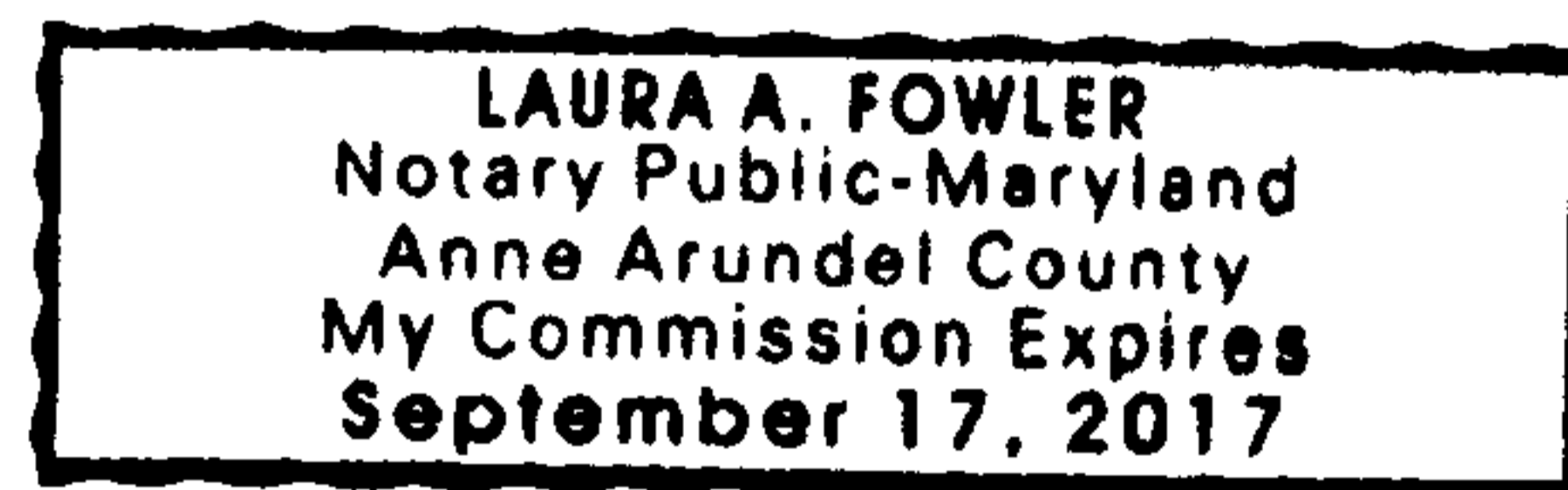
STATE OF MARYLAND)
COUNTY OF ANNE ARUNDEL)

I, LAURA A. FOWLER, a Notary Public for the County and State
aforesaid do hereby certify that Steven J. Schnur, as Vice-President of Pera Lee Branch, Inc.,
personally appeared before me this day and acknowledged the due execution of the foregoing
instrument.

Witness my hand and official seal this 22nd day of August, 2014.


Notary Public

My Commission Expires: 9/17/2017



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Shelby Cnty Judge of Probate, AL
09/17/2014 10:14:24 AM FILED/CERT

EXECUTION PAGE OF COST SHARING AGREEMENT

RUSHMORE LEE BRANCH, LLC

By: 

Name: Marc Reinisch

Title: Authorized Signatory

STATE OF Illinois

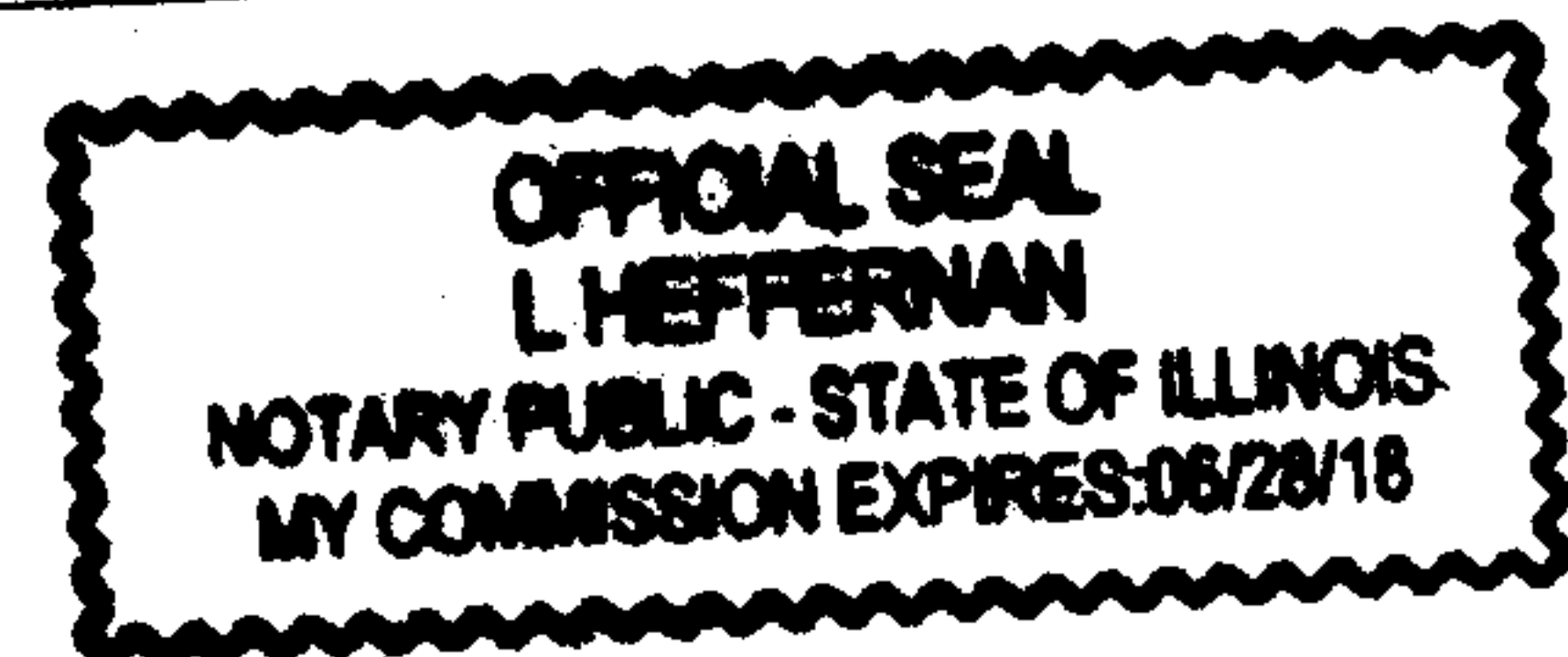
COUNTY OF Cook

I, Laure Heffernan, a Notary Public for the County and State aforesaid do hereby certify that Marc Reinisch as Authorized Signatory of Rushmore Lee Branch, LLC, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this 14th, day of August, 2014.


Notary Public


My Commission Expires: 6/28/18



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Shelby Cnty Judge of Probate, AL
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EXHIBIT A

LEGAL DESCRIPTION-PLBI PARCEL


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Lot 1C, according to the re-subdivision of The Village at Lee Branch, as recorded in Map Book 31, Page 130A&B, in the Probate Office of Shelby County, Alabama.

Together with all rights and beneficial interests as set forth in that certain Temporary Construction and Slope Easement as recorded in Instrument # 20021108000557110.

ALSO

Together with all rights and beneficial interests as set forth in that certain Reciprocal Easement Agreement as recorded in Instrument # 20030701000412990 and amended in Instrument # 20030827000569970.

ALSO

Together with all rights and beneficial interests that constitute an interest in real property as set out in that certain Settlement Decree in case CV-02-687 as recorded in Instrument No. 20030210000079290 and consented to in Instrument No. 20030904000589000.

ALSO

Together with all rights and beneficial interests as set forth in that certain Declaration of Covenants, Conditions and Restrictions and Declaration of Easements as recorded in Instrument No. 20061025000527560.

ALSO


Together with all rights and beneficial interests that constitute an interest in real property as set out in that certain Declaration of Limited Use Restrictions as recorded in Instrument #20070702000309430.

ALSO KNOWN AS:

A parcel of land situated in the Southeast 1/4 of the Northwest 1/4, the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northeast 1/4, all in Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said parcel being Lot 1C of "A Resubdivision of the Village at Lee Branch" as recorded in Map Book 31, Pages 130A and 130B in the office of the Judge of Probate of Shelby County, Alabama, and being more particularly described as follows:

Commence at an iron pin found at the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of said Section 5; thence proceed N 88°49'06" E along the South line of said Southwest 1/4 of Northeast 1/4 for 204.40 feet to a point on the Westerly right of way margin of U.S. Highway 280 (right of way varies); thence leaving said South line of said Southwest 1/4 of Northeast 1/4 proceed N 07°19'16" W along said Westerly right of way margin for 382.75 feet to a point; thence proceed N 03°59'20" E along said Westerly right of way margin of U.S. Highway 280 for 44.06 feet to a point on the Northern right of way margin of Doug Baker Boulevard, said point being the POINT OF BEGINNING of the herein described parcel of land; thence leaving said Westerly right of way margin of U.S. Highway 280, proceed S 82°20'46" W, along said Northerly right of way margin of Doug Baker Boulevard, for 145.66 feet to an iron pin set; thence proceed S 82°06'07" W for 88.45 feet to an iron pin set on a curve to the left; said curve being non-tangent to the

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last described course and having a central angle of $41^{\circ}57'11''$, a radius of 50.00 feet and a chord which bears $N 19^{\circ}44'50'' E$ for 35.80 feet; thence, leaving said Northerly right of way margin of Doug Baker Boulevard, proceed Northeasterly along the arc of said curve for 36.61 feet to the end of said curve; thence proceed $N 01^{\circ}13'46'' W$, tangent to last described curve, for 118.44 feet to an iron pin set; thence proceed $S 88^{\circ}46'14'' W$ for 355.00 feet to an iron pin set; thence proceed $S 01^{\circ}06'16'' E$ for 229.00 feet to an iron pin set; thence proceed $N 88^{\circ}46'14'' E$ for 115.57 feet to an iron pin set on the Northerly right of way margin of Doug Baker Boulevard, said right of way margin being in a curve to the left; said curve being non-tangent to the last described course and having a central angle of $17^{\circ}59'50''$, a radius of 362.50 feet and a chord which bears $S 42^{\circ}33'12'' W$ for 113.40 feet; thence proceed Southwesterly along said Northerly right of way margin and along the arc of said curve for a distance of 113.86 feet to an iron pin set; thence proceed $S 33^{\circ}33'18'' W$ along said right of way margin of Doug Baker Boulevard and tangent to the last described curve for 110.93 feet to an iron pin set at the beginning of a curve to the right, said curve being tangent to the last described course and having a central angle of $45^{\circ}30'10''$, a radius of 462.50 feet and a chord which bears $S 56^{\circ}18'22'' W$ for 357.73 feet; thence proceed Southwesterly along said right of way margin of Doug Baker Boulevard and along the arc of said curve for 367.30 feet to the end of said curve; thence proceed $S 82^{\circ}47'09'' W$ along said Northerly right of way margin and along a line that is non-tangent to the last described curve for 118.95 feet to an iron pin set at the beginning of a curve to the right, said curve being non-tangent to the last described course and having a central angle of $76^{\circ}12'26''$, a radius of 470.00 feet and a chord which bears $N 48^{\circ}12'39'' W$ for 580.06 feet; thence proceed Northwesterly along said Northerly right of way margin of Doug Baker Boulevard and along the arc of said curve for 625.13 feet to the end of said curve; thence proceed $N 10^{\circ}06'25'' W$ along said Northerly right of way margin of Doug Baker Boulevard and tangent to the last described curve for 194.85 feet to an iron pin set at the beginning of a curve to the left, said curve being tangent to the last described course and having a central angle of $56^{\circ}30'39''$, a radius of 605.00 feet and a chord which bears $N 38^{\circ}21'45'' W$ for 572.82 feet; thence proceed Northwesterly along said Northerly right of way margin of Doug Baker Boulevard and along the arc of said curve for 596.71 feet to the end of said curve; thence, leaving said Northerly right of way margin of Doug Baker Boulevard, proceed $N 88^{\circ}45'44'' E$ along a line that is non-tangent to the last described curve for 331.81 feet to an iron pin found; thence proceed $N 88^{\circ}41'32'' E$ for 1335.96 feet to an iron pin found on the East line of said Southeast quarter of the Northwest quarter of Section 5, Township 19 South, Range 1 West; thence proceed $S 00^{\circ}25'08'' E$ for 520.11 feet to an iron pin set; thence proceed $N 88^{\circ}49'06'' E$ for 165.30 feet to an iron pin set on the Westerly right of way margin of U.S. Highway 280; thence proceed $S 03^{\circ}59'20'' W$ along said Westerly right of way margin of U.S. Highway 280 for 45.70 feet to the POINT OF BEGINNING of the herein described parcel of land.




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Shelby Cnty Judge of Probate, AL
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EXHIBIT B

LEGAL DESCRIPTION-RUSHMORE PARCEL

4853-2615-8104, v. 5


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Shelby Cnty Judge of Probate, AL
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PARCEL 1:

LOT 1B, ACCORDING TO THE SURVEY OF A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH AS RECORDED IN MAP BOOK 31, PAGE 130A AND 130B, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH SECTOR 1—REVISION 1.

PARCEL 2:

LOTS 1, 4, 5, 7 AND 8, ACCORDING TO THE SURVEY OF THE VILLAGE AT LEE BRANCH SECTOR 1 - PHASE 2, AS RECORDED IN MAP BOOK 33, PAGE 58, IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA, BEING A RESUBDIVISION OF LOT 5A OF THE VILLAGE AT LEE BRANCH SECTOR 1—REVISION 1.

TOGETHER WITH SUCH APPURTENANT ACCESS, EASEMENT AND OTHER RIGHTS WHICH ARISE OR ARE RESERVED UNDER AND PURSUANT TO THE FOLLOWING INSTRUMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN AIG BAKER BROOKSTONE, L.L.C., AND COMPASS BANK, DATED AUGUST 26, 2003, FILED FOR RECORD AUGUST 27, 2003 AT 10:47 A.M., RECORDED AS INSTRUMENT NUMBER: 20030827000569990 IN THE PROBATE OFFICE OF SHELBY COUNTY, ALABAMA.

PARCEL 5:

A parcel of land situated in the Northeast Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama; thence proceed along the North line of said quarter-quarter section and the South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 13-B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set at the Northeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama said point being the POINT OF BEGINNING of herein described parcel; thence continuing Easterly along said North line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE

VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 333.28 feet to an iron pin set; thence leaving said North line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}36'53''$ proceed Southerly for 658.78 feet to an iron pin set on the South line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}29'33''$ proceed Westerly along said South line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 332.53 feet to an iron pin set, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $90^{\circ}26'33''$ proceed Northerly along the East line of said Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the POINT OF BEGINNING.

AND:

A parcel of land situated in the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:


Commencing at a found 2" capped pipe purported to be the Northwest Corner of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said point lying on the Easterly line of Lot 11 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama, said point also being the Southwest corner of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama, said point also being the POINT OF BEGINNING of herein described parcel; thence proceed Easterly along the North line of said quarter-quarter section and the South line of said A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama for 666.78 feet to an iron pin set, being the Northeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence leaving said quarter-quarter line and said South line of A RESUBDIVISION OF THE VILLAGE AT LEE BRANCH as recorded in Map Book 31 Page 130A and 130B in the office of the Judge of Probate, Shelby County, Alabama with a deflection angle right of $90^{\circ}32'59''$ proceed Southerly along the East line of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama for 658.15 feet to a point, said point being the Southeast corner of the Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama; thence with a deflection angle right of $89^{\circ}33'27''$ proceed Westerly along the South line of said quarter-quarter-quarter



section for 666.02 feet to an iron pin set, said pin being the Southwest corner of Northwest Quarter of the Southeast Quarter of the Southwest Quarter of Section 5, Township 19 South, Range 1 West, Shelby County, Alabama, said iron also being the Southeast corner of Lot 1 of EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama; thence with a deflection angle right of 90°22'39" proceed Northerly along the West line of said quarter-quarter-quarter section and the East line of said EAGLE TRACE - PHASE 1 as recorded in Map Book 29 Page 142 in the office of the Judge of Probate, Shelby County, Alabama for 656.90 feet to the POINT OF BEGINNING.

LESS AND EXCEPT the following described parcels:

1. Lot 1 of The Village at Lee Branch Sector 1—Phase 3, as shown on the map recorded in Map Book 41, Page 95, in the Office of the Judge of Probate of Shelby County, Alabama.
2. That certain public right-of-way known as Farley Lane as depicted on that certain plat recorded in Map Book 42, Page 10, in the Office of the Judge of Probate, Shelby County, Alabama.
3. That certain public right-of-way known as Farley Court as depicted on that certain plat recorded in Map Book 42, Page 56, in the Office of the Judge of Probate, Shelby County, Alabama.


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Shelby Cnty Judge of Probate, AL
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