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## RESTRICTIVE USE AND RECIPROCAL EASEMENT AGREEMENT

THIS RESTRICTIVE USE AND RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 14th day of February, 2015 by and between **EBSCO INDUSTRIES, INC.**, a Delaware corporation, and **CGP MEDVEST BW, LLC**, a Delaware limited liability company.

### RECITALS:

Contemporaneously herewith, EBSCO, as hereinafter defined, has sold, transferred and conveyed to Medvest, as hereinafter defined, the Medvest Property, as hereinafter defined.

EBSCO owns the EBSCO Property, as hereinafter defined, which is situated adjacent to or in close proximity with the Medvest Property, the development, sale and operation of which by EBSCO is directly related to the uses and type of Improvements, as hereinafter defined, undertaken by Medvest with respect to the Medvest Property.

Medvest desires to impose certain covenants and restrictions, as set out herein, on the Medvest Property for the benefit of the EBSCO Property and each of Medvest and EBSCO desire to grant to each other certain easements relating to the development of the EBSCO Property and the Medvest Property; respectively.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, EBSCO and Medvest do hereby agree as follows:

### ARTICLE 1

#### DEFINITIONS

1.01 **Definitions.** In addition to the other definitions set forth in this Agreement, as used throughout this Agreement, the following defined terms shall have the meanings set forth below, which meanings shall be applicable to both the singular and plural forms and tenses of such terms:

(a) **"280 Pond"** means that certain detention pond situated on the EBSCO Property described as "Existing Pond" on the Site Plan.

(b) **"Access Road"** means that certain paved roadway containing at least two (2) lanes which EBSCO shall construct on the Access Road Easement Property in substantial accordance with the Access Road Plans pursuant to the provisions of Article 4 below providing right-in and right-out access to Alabama State Highway 119.

(c) **"Access Road Easement"** shall have the meaning give to such term in Section 4.03(a) below.

(d) **“Access Road Easement Property”** means that portion of the EBSCO Property which is more particularly described in **Exhibit A** attached hereto and incorporated herein by reference.

(e) **“Access Road Plans”** means the plans prepared by EBSCO’s Engineer for construction of the Access Road.

(f) **“Access Road Substantial Completion”** means the completion of construction of the Access Road in substantial accordance with the Access Road Plans, as evidenced by the issuance of a letter or certificate by EBSCO’s Engineer stating that the Access Road has been constructed and completed in substantial accordance with the Access Road Plans.

(g) **“Access Road Substantial Completion Date”** means the latter of either (i) August 15, 2015 or (ii) the date on which a certificate of occupancy is issued by the City for the primary Building constructed by Medvest on the Medvest Property, subject in each case to extension thereof as a result of matters of Force Majeure.

(h) **“Adjacent Parcel”** means any portion of the EBSCO Property which is situated adjacent to (or across any public or private road from) the Medvest Property.

(i) **“Building”** means any building, dwelling or similar structure.

(j) **“Casualty/Condemnation”** means any fire or other casualty or any condemnation, taking or conveyance in lieu thereof by any Governmental Authority affecting any of the Medvest Property or any Improvements thereto.

(k) **“City”** means the City of Hoover, Alabama, an Alabama municipal corporation.

(l) **“Construction Access Easement”** shall have the meaning given to such term in **Section 5.01(a)** below.

(m) **“Construction Access Easement Property”** means that certain portion of the EBSCO Property designated as “30’ Construction Access Easement” on the Site Plan, as the same may be relocated as provided in **Section 5.02** below.

(n) **“EBSCO”** means EBSCO Industries, Inc., a Delaware corporation, and its successors and assigns.

(o) **“EBSCO’s Engineer”** means Walter Schoel Engineering Company, Inc. or such other engineering firm selected by EBSCO.

(p) **“EBSCO Insurance Requirements”** means commercial general liability insurance coverage (including contractual liability coverage regarding the EBSCO indemnification obligations set forth in this Agreement) for bodily injury (including death) and property damage with a combined single limit of not less than \$3,000,000 for each occurrence



and not less than \$3,000,000 in the aggregate, which commercial general liability insurance policy shall name Medvest as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-/X or higher and shall be issued on the current ISO form. Certificates of insurance evidencing the foregoing coverages shall be delivered to Medvest prior to any entry by any of the EBSCO Parties onto the Medvest Property.

(q) **"EBSCO Parties"** means EBSCO, its agents, employees and contractors, and their respective successors and assigns.

(r) **"EBSCO Property"** means all of that certain real property owned by EBSCO situated in Shelby County, Alabama which is more particularly described in **Exhibit B** attached hereto and incorporated herein by reference.

(s) **"Fill Dirt and Soil"** means the fill dirt and topsoil which EBSCO has stockpiled on the Medvest Property.

(t) **"Force Majeure"** means any delays which are occasioned by or result from acts of God, inclement weather, labor or materials shortages, labor strikes, work stoppages, war, civil unrest, riots, inability to obtain permits, any delays in obtaining any requested consents or approvals from any party to this Agreement, and any other causes beyond the reasonable control of either EBSCO or Medvest; provided, however, that the term "Force Majeure" shall not mean or include the inability of a party to obtain financing or sufficient funds to undertake or complete any of its obligations under this Agreement.

(u) **"Governmental Authority"** means any and all City, county, state and federal governmental or quasi-governmental agencies, bureaus, departments, divisions or regulatory authorities having jurisdiction over any portion of the Property or any improvements thereto, including, without limitation, the Alabama Department of Transportation and the Alabama Department of Environmental Management.

(v) **"Governmental Requirements"** means any and all statutes, ordinances, code provisions, rules, regulations, requirements and directives of any Governmental Authority, including, without limitation, all environmental laws, statutes, ordinances, code provisions, rules, regulations, requirements and directives.

(w) **"Heliport Area"** means that certain portion of the Medvest Property designated as "Heliport Area" on **Exhibit C** attached hereto and incorporated herein by reference.

(x) **"Improvements"** means and refers to any Buildings, structures or devices constructed, erected or placed on the Medvest Property which in any way affect, alter or change the exterior appearance of the Medvest Property or which may be seen from any of the EBSCO Property or any roads adjacent to or in close proximity with the Medvest Property, including, by way of illustration and not limitation, all Buildings, sheds, foundations, Utility Lines, water



features, retention or detention areas, patios, roads, driveways, walkways, paving, curbing, parking areas, lighting, shrubbery, landscaping, fences, screening, walls, signs and signage of any kind (whether temporary or permanent or “for sale”, “for lease” or other similar signage) and any other artificial or man-made changes or alterations to the natural condition of the Medvest Property as well as any fixtures, appurtenances, personal property or other devices, installed, erected, constructed, attached, placed or maintained on the exterior of any Buildings or other structures situated on the Medvest Property.

(y) “**Medvest**” means CGP Medvest BW, LLC, a Delaware limited liability company, and its successors and assigns, including, specifically, any person or entity having any rights or interest in the Medvest Property as lessee, sublessee or mortgagee, and any subsequent owner, lessee, sublessee or mortgagee of the Medvest Property.

(z) “**Medvest Insurance Requirements**” means commercial general liability insurance coverage (including contractual liability coverage regarding the Medvest indemnification obligations set forth in this Agreement) for bodily injury (including death) and property damage with a combined single limit of not less than \$3,000,000 for each occurrence and not less than \$3,000,000 in the aggregate, which commercial general liability insurance policy shall name EBSCO as an additional insured thereunder. An umbrella or excess liability insurance policy may be used to satisfy the foregoing policy limits. All insurance to be maintained hereunder shall be issued by companies having a Best rating of A-/X or higher and shall be issued on the current ISO form. Certificates of insurance evidencing the foregoing coverages shall be delivered to EBSCO prior to any entry onto any of the EBSCO Property.

(aa) “**Medvest Parties**” means Medvest, its agents, employees and contractors, and their respective successors and assigns.

(bb) “**Medvest Property**” means that certain real property owned by Medvest situated in Shelby County, Alabama which is more particularly described in **Exhibit D** attached hereto and incorporated herein by reference.

(cc) “**Permitted Assignee**” means either (i) an owners’ association established for any of the EBSCO Property or (ii) any one owner of (1) ten (10) acres or more of the EBSCO Property or (2) an Adjacent Parcel.

(dd) “**Permitted Use**” means the construction and operation on the Medvest Property, as the primary use of the Medvest Property, a healthcare facility offering free-standing emergency services, clinical services, diagnostic services, laboratory services, physical or occupational rehabilitation services, surgery services or primary care services and as part of the secondary or ancillary uses or services offered by such facility, any of the following: (i) pharmacy services, mental health services, food services for staff & patients and related similar hospital support services, and (ii) any ancillary activities or services related to or reasonably necessary in connection with any of the foregoing.

(ee) “**Site Plan**” means the site plan attached hereto as **Exhibit E** and incorporated herein by reference which reflects the approximate locations of the 280 Pond, the



Construction Access Easement Property, the Staging Area and the Storm Water Drainage Easement Property.

(ff) “**Staging Area**” shall mean that portion of the EBSCO Property designated as “Construction Staging Easement” on the Site Plan, as the same may be relocated as provided in Section 5.05 below.

(gg) “**Staging Easement**” shall have the meaning given to such term in Section 5.04(a) below, subject to relocation and termination of the same as provided in Sections 501(a) and 5.05 below.

(hh) “**Storm Water Drainage Easement**” shall have the meaning given to such term in Section 6.01(a) below.

(ii) “**Storm Water Drainage Easement Property**” means that portion of the EBSCO Property which is designated as “15’ Temporary Storm Sewer Drainage Easement” on the Site Plan, as the same may be relocated and abandoned as provided in Sections 6.01 and 6.02 below.

(jj) “**Utility Easement Area**” means a strip of land eight (8) feet in width running along and within all of the boundaries of the Medvest Property.

(kk) “**Utility Lines**” means all lines, pipes, wiring, conduit, equipment, machinery and other apparatus and appurtenances necessary or required to provide any and all Utility Services.

(ll) “**Utility Services**” means all publicly or privately owned or operated master television and/or cable television systems (including, without limitation, internet, broadband, WI-FI and other communication services, security and similar services) and electrical, natural gas, telephone, water and sanitary sewer services, storm drains and storm sewer and drainage systems.

1.02 **Rules of Construction.** For the purposes of this Agreement, except as otherwise expressly provided herein to the contrary or unless the context otherwise requires:

(a) The terms “include”, “including”, and similar terms shall be construed as if followed by the phrase “without being limited to”.

(b) The terms “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or other subdivision or Exhibit.

(c) All Recitals set forth in, and all Exhibits to, this Agreement are hereby incorporated in this Agreement by reference.



## ARTICLE 2

### USE RESTRICTIONS; APPROVAL OF PLANS; AND UNDERGROUND UTILITIES

#### 2.01 Use Restrictions Affecting Medvest Property.

(a) From and after the date hereof and continuing for 21 years from the date of this Agreement, no portion of the Medvest Property may be used for any uses other than the Permitted Use or such other uses as may be approved in writing by EBSCO.

(b) The foregoing restrictions shall be enforceable by EBSCO by injunctive relief and any other appropriate remedy at law or in equity, without the necessity of posting any bond or other security.

#### 2.02 Approval of Plans.

(a) In order to preserve the architectural and aesthetic appearance of the Medvest Property and the EBSCO Property and to protect and promote the value of the EBSCO Property, no Improvements of any nature shall be commenced, erected, installed, placed, moved onto, altered, replaced, relocated, permitted to remain on or maintained on the Medvest Property which affect the exterior appearance of the Medvest Property or any Buildings or other Improvements thereon unless plans and specifications for the same have been submitted to and approved by EBSCO in accordance with the remaining terms and provisions of this Section 2.02. In addition to, and not in limitation of, the rights of EBSCO to approve the plans for any Improvements on the Medvest Property, EBSCO shall also have the right to approve the height of all Buildings to be constructed on the Medvest Property, any and all antennae, dishes, and other apparatus which may be constructed or installed on the exterior of any Buildings or any other portions of the Medvest Property visible from any of the EBSCO Property or any roads adjacent to or in close proximity with the Medvest Property, all grading, excavation and fill work to be undertaken on the Medvest Property, the finished floor elevations of any Buildings to be constructed on the Medvest Property, and all curb cuts and access points for traffic into and out of the Medvest Property, including any access points to other portions of the EBSCO Property.

(b) Prior to the commencement of any Building or other Improvements on the Medvest Property, Medvest shall submit to EBSCO plans and specifications and related data for all such Improvements, which shall include the following (as applicable): a professionally and accurately drawn and dimensioned site development plan indicating the location of any and all Improvements, including, specifically, any Buildings to be constructed on the Medvest Property, the location of all driveways, walkways, decks, terraces, patios and outbuildings and the relationship of the same to any set-back requirements applicable to the Medvest Property; a foundation plan, floor plans, lighting plans (including specifically, any exterior lighting to be utilized with respect to the Medvest Property) and exterior elevation drawings (including finished floor elevations) of the front, back and sides of all Buildings or other Improvements to be constructed on the Medvest Property; written specifications and, if requested by EBSCO, samples indicating the nature, color, type, shape, height and location of all exterior materials to be used in the construction of any Buildings or other Improvements to be constructed on the Medvest Property; a landscaping plan; and a signage plan.



(c) EBSCO shall have the right to disapprove any such plans and specifications upon any ground which is consistent with the objectives and purposes of this Agreement, including purely aesthetic considerations, objection to exterior design, appearance or materials, objection on the ground of incompatibility of any such proposed improvement with the scheme of development proposed or implemented for the EBSCO Property, objection to the location of any proposed Improvements on any the Medvest Property, objection to the color scheme, finish, proportions, style of architecture, height, bulk or appropriateness of any Improvements or any other matter which, in the reasonable judgment of EBSCO would render the proposed Improvements inharmonious with the general plan of development contemplated for the EBSCO Property. If EBSCO rejects any plans or specifications submitted to it, it shall provide the reasons for such rejection. EBSCO shall have the right to approve any submitted plans and specifications with conditions or stipulations by which Medvest shall be obligated to comply and must be incorporated into the plans and specifications for such Improvements. Notwithstanding anything provided herein to the contrary, Medvest may make interior improvements and alterations within any Buildings situated on the Medvest Property without the necessity or requirement that the approval or consent of EBSCO be obtained so long as such improvements and alterations do not affect the exterior appearance of any Building or other exterior Improvements on the Medvest Property.

(d) Any and all approvals to be granted by EBSCO with respect to any Improvements to be constructed on the Medvest Property must be in writing, which approval shall not be unreasonably withheld, conditioned or delayed. In the event EBSCO fails to approve in writing any proposed plans and specifications submitted for any Improvements on the Medvest Property within thirty (30) days after such plans and specifications have been submitted to EBSCO, then the same shall be deemed to have been disapproved; provided, however, that in the event EBSCO fails to approve or disapprove in writing any proposed plans and specifications within thirty (30) days after such plans and specifications have been submitted, then the following shall be applicable:

(i) If EBSCO has not approved or disapproved in writing any proposed plans and specifications submitted by Medvest to EBSCO within 30 days after the submission of such plans and specifications, then Medvest may provide written notice (the "Requested Approval Notice") to EBSCO, which Requested Approval Notice shall specify, in bold, all capital letters, a reference stating: **"THIS IS A SECOND REQUEST FOR A RESPONSE FROM EBSCO EITHER APPROVING OR DISAPPROVING THE PLANS AND SPECIFICATIONS (COLLECTIVELY, THE PLANS) DESCRIBED IN EXHIBIT A ATTACHED HERETO FOR IMPROVEMENTS TO BE MADE TO THE MEDVEST PROPERTY. IF EBSCO DOES NOT DISAPPROVE THE PLANS IN A WRITTEN RESPONSE GIVEN WITHIN THIRTY (30) DAYS FROM THE DATE OF THIS LETTER, THEN THE PLANS SHALL BE DEEMED APPROVED BY EBSCO";** and

(ii) If, within thirty (30) days following the giving of the Requested Approval Notice (containing the above-specified information) EBSCO does not, in writing, approve or disapprove such previously submitted plans and



specifications, then such previously submitted plans and specifications shall be deemed to be approved by EBSCO.

(e) Any revisions, modifications or changes in any plans and specifications previously approved by EBSCO for any Improvements to the Medvest Property must be approved by EBSCO in the same manner specified above. The foregoing approvals shall extend to and include all landscaping to be installed within the Medvest Property and any reconstruction following any Casualty/Condemnation.

## **2.03 Requirement for Underground Utility Lines.**

(a) Any and all Utility Lines constructed, installed, operated, repaired or replaced on or within any portion of the Medvest Property by Medvest shall be located and maintained below ground at all times; provided, however, that the foregoing shall not be applicable to (i) temporary overhead Utility Lines utilized by Medvest solely during the construction or re-construction of any Improvements on the Medvest Property, (ii) subject to the provisions of Section 2.03(b) below, utility meters, generators, transformers, heating, ventilating and air conditioning equipment and any other equipment or similar external components of mechanical systems (collectively, the "External Medvest Equipment") necessary to provide any Utility Services to any Improvements on the Medvest Property, (iii) manholes and manhole covers, (iv) storm drainage inlets, (v) any exterior lighting for the Medvest Property so long as all meters, transformers and other equipment for the same are screened from view from the EBSCO Property or any public or private roadways adjacent to or in close proximity with the Medvest Property or (vi) any irrigation systems for the Medvest Property.

(b) EBSCO acknowledges that the Medvest Property will be open to public view and that full screening of the External Medvest Equipment may not be fully achievable; however, Medvest covenants and agrees that any and all External Medvest Equipment which may be constructed, installed or located on any of the Medvest Property or any Buildings situated thereon shall, to the greatest extent practicable, be screened from view from the EBSCO Property or any public or private roadways adjacent to or in close proximity with the Medvest Property utilizing screening materials reasonably approved by EBSCO. The foregoing obligations of Medvest shall extend to and include the construction of parapet walls and other devices on the roof of or on top of any Buildings on the Medvest Property which may contain any External Medvest Equipment.

## **ARTICLE 3 GRANT OF EASEMENTS TO EBSCO**

### **3.01 Grant of Utility Easement.**

(a) Subject to the terms and provisions of Sections 3.01(b) and 3.01(c) below, Medvest does hereby grant to EBSCO, for the benefit of the EBSCO Property, a permanent, perpetual and non-exclusive easement, over, across, through, under and upon the Utility Easement Area for the purposes of (i) constructing, installing, erecting, repairing, replacing, relocating, maintaining and operating any and all Utility Lines necessary or required to provide any and all Utility Services to any of the EBSCO Property and (ii) constructing, installing,



maintaining, repairing, operating, and replacing from time to time thereon sidewalks and walkways; provided, however, that neither EBSCO nor any of its successors and assigns shall have any obligation to construct any of the foregoing improvements within the Utility Easement Area.

(b) Any and all Utility Lines constructed, installed, operated, repaired or replaced on or within any portion of the Utility Easement Area by EBSCO or any of its successors and assigns shall be located and maintained below ground at all times; provided, however, that, subject to the provisions of Sections 3.01(c) below, the foregoing shall not be applicable to any of the following (collectively, the "EBSCO External Equipment"): (i) utility meters, transformers and any other equipment necessary to provide any Utility Services to any of the EBSCO Property, but only to the extent the same are no higher than five (5) feet in height within any portion of the Utility Easement Area, (ii) manholes and manhole covers, (iii) storm drainage inlets, or (iv) any irrigation systems constructed within the Utility Easement Area.

(c) Notwithstanding anything Provided in this Section 3.01 to the contrary, no EBSCO External Equipment shall be located above ground within five (5) feet of the Heliport Area.

(d) EBSCO shall promptly repair and replace any portion of the Medvest Property and any landscaping or other Improvements to the Medvest Property which may be damaged or destroyed in connection with the construction of any Utility Lines within the Utility Easement Property by EBSCO. The exercise of the easement rights granted to EBSCO in this Section 3.01 shall be exercised in such a manner so as not to (i) unreasonably disrupt the use and operation of the Heliport Area, and (ii) unreasonably disrupt any Utility Services to any Improvements on the Medvest Property or any business being conducted on the Medvest Property.

(e) EBSCO shall and does hereby indemnify, agree to defend and hold Medvest harmless from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which Medvest may suffer, pay or incur as a result of:

(i) Any injury or damage to persons (including death) or property occurring in or upon the Medvest Property in connection with any entry onto the Medvest Property by any of the EBSCO Parties or in the exercise of the easement granted pursuant to this Section 3.01;

(ii) Any fines, penalties, or other sums which Medvest may be required to pay as a result of any violations of any Governmental Requirements by any of the EBSCO Parties in connection with the exercise of the easement granted pursuant to this Section 3.01; and

(iii) Any mechanics', materialmen's and/or laborers' liens arising from or related to any work performed or materials provided in connection with the exercise of the easement granted pursuant to this Section 3.01, and, in the event any portion of the Medvest Property would become subject to any lien as a



result of such work, then EBSCO shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge.

**3.02 Grant of Right to Remove Fill Dirt and Soil and Temporary Easement.**

(a) Subject to the terms and provisions of Section 3.02(b) below, Medvest does hereby grant to the EBSCO Parties the right (but not the obligation) to remove all or any portion of the Fill Dirt and Soil situated on the Medvest Property, together with the right to remove any trees and undergrowth situated on the Medvest Property to the extent reasonably necessary in connection with the removal of the Fill Dirt and Soil. In connection with the exercise of the foregoing rights, Medvest does hereby grant to the EBSCO Parties a temporary, non-exclusive easement over, across, through, under and upon the Medvest Property for the purposes of removing the Fill Dirt and Soil, or any portion thereof, from the Medvest Property.

(b) The rights and temporary easement granted by Medvest to the EBSCO Parties pursuant to Section 3.02(a) above shall be exercised subject to the following terms and conditions:

(i) EBSCO, for itself and all other EBSCO Parties, shall utilize best management practices in connection with the removal of any Fill Dirt and Soil from the Medvest Property and shall otherwise comply in all respects with any and all Governmental Requirements applicable to the removal of the Fill Dirt and Soil from the Medvest Property;

(ii) EBSCO shall satisfy all of EBSCO Insurance Requirements; and

(iii) The rights and temporary easement granted herein by Medvest to the EBSCO Parties pursuant to this Section 3.02 may be exercised by the EBSCO Parties commencing on the date hereof and shall continue for thirty (30) days following the later of either (1) the date on which Medvest provides written notice to EBSCO, which may be via email, that Medvest has obtained from the City a building permit for the construction of the primary Building on the Medvest Property or (2) the date of this Agreement. Upon the termination of the rights and temporary easement granted herein by Medvest to the EBSCO Parties pursuant to this Section 3.02, EBSCO agrees to promptly execute and deliver to Medvest any reasonably requested documents or instruments to evidence such termination.

(c) EBSCO shall and does hereby indemnify, agree to defend and hold Medvest harmless from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which Medvest may suffer, pay or incur as a result of:



(i) Any injury or damage to persons (including death) or property occurring in or upon the Medvest Property in connection with any entry onto the Medvest Property by any of the EBSCO Parties or in the exercise of the rights and temporary easement granted pursuant to this Section 3.02 by Medvest to the EBSCO Parties;

(ii) Any fines, penalties, or other sums which Medvest may be required to pay as a result of any violations of any Governmental Requirements by any of the EBSCO Parties in connection with the exercise of the rights and temporary easement granted pursuant to this Section 3.02 by Medvest to the EBSCO Parties; and

(iii) Any mechanics', materialmen's and/or laborers' liens arising from or related to any work performed or materials provided in connection with the exercise of the rights and temporary easement granted pursuant to this Section 3.02 by Medvest to the EBSCO Parties, and, in the event any portion of the Medvest Property would become subject to any lien as a result of such work, then EBSCO shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge.

Upon termination of the easement rights granted to EBSCO pursuant to Section 3.02(a) above, the indemnification obligations of EBSCO set forth herein shall terminate as to any matters occurring after the effective date of such termination.

#### ARTICLE 4

##### CONSTRUCTION OF ACCESS ROAD BY EBSCO

###### 4.01 Obligation of EBSCO to Construct Access Road.

(a) EBSCO agrees, subject to matters of Force Majeure, to construct and complete the Access Road in accordance with the terms and provisions of this Section 4.01.

(b) Construction of the Access Road shall be undertaken by EBSCO in accordance with the Access Road Plans and all applicable Governmental Requirements. EBSCO agrees to promptly commence construction of the Access Road and diligently prosecute the construction of the Access Road so that Access Road Substantial Completion occurs no later than the Access Road Substantial Completion Date. Access Road Substantial Completion shall be deemed to have occurred upon the issuance of a letter or certificate by EBSCO's Engineer stating that the Access Road has been constructed and completed in substantial accordance with the Access Road Plans.

(c) Prior to the occurrence of Access Road Substantial Completion, no portion of the Access Road shall be utilized to provide any access to or from the Medvest



Property except to the extent any part of the Access Road constitutes part of the Construction Access Easement Property.

(d) Upon Access Road Substantial Completion, the provisions of Sections 4.01 and 4.02 hereof shall thereupon become null and void and of no further force or effect.

**4.02 Right of Medvest to Construct and Completion Access Road.**

(a) If construction of the Access Road is not completed by EBSCO by the Access Road Substantial Completion Date, subject to extensions thereof as a result of matters of Force Majeure, then Medvest shall have the right (but not the obligation) upon five (5) days prior written notice to EBSCO to undertake to complete the Access Road in substantial accordance with the Access Road Plans and the terms and provisions of Section 4.01 above, subject to the following terms and conditions:

(i) To the extent Medvest exercises its right to construct and complete the Access Road, EBSCO grants to Medvest a temporary easement over, across, through and upon the Access Road Easement Property for the purpose of completing construction of the Access Road, which temporary easement shall automatically cease and terminate upon the occurrence of Access Road Substantial Completion;

(ii) Medvest covenants and agrees to cause the Access Road to be completed in substantial accordance with the Access Road Plans;

(iii) Medvest shall be bound by and comply with all of the terms and provisions of Section 4.01 above regarding construction and completion of the Access Road;

(iv) Medvest shall be bound by and comply with all of the existing contracts or agreements entered into by EBSCO with respect to the construction of the Access Road; and

(v) Prior to commencement of construction of the Access Road and at all times during construction of the same, Medvest shall satisfy the Medvest Insurance Requirements.

(b) Upon the occurrence of Access Road Substantial Completion, Medvest and EBSCO agree to execute an amendment to this Agreement acknowledging that Access Road Substantial Completion has occurred and that the rights granted to Medvest pursuant to Section 4.02 hereof have been terminated and are of no further force or effect.

**4.03 Grant of Easement to Use Access Road.**

(a) Subject to the terms and provisions of this Section 4.03(a) and Sections 4.03(b) and 4.04(b) below, EBSCO does hereby grant to Medvest and its agents, employees,



representatives, invitees, successors and assigns, a permanent, perpetual and non-exclusive easement (the "Access Road Easement") over, across, through, under and upon the Access Road Easement Property for the purposes of providing vehicular traffic and transportation to and from Alabama State Highway 119 and the Medvest Property. Notwithstanding anything provided herein to the contrary, the right to exercise and use the Access Road Easement shall be exercised by Medvest and any of its agents, employees, representatives, invitees, successors or assigns subject to the following:

(i) The Access Road Easement may not be exercised until the occurrence of Access Road Substantial Completion;

(ii) EBSCO shall have the right to install directional signage, stop signs and other traffic signage in order to promote safety and orderly flow of traffic;

(iii) EBSCO shall have the right, in its sole and absolute discretion, without any further approvals or consents from Medvest, to dedicate the Access Road and Access Road Easement Property to any Governmental Authority as a public roadway at any time following Access Road Substantial Completion.

(b) Notwithstanding anything provided herein to the contrary, the easement rights granted and created pursuant to Section 4.03(a) above shall automatically terminate, be deemed null and void and of no further force or effect as to any portion of the Access Road dedicated to and accepted by any Governmental Authority as a public roadway.

#### 4.04 Maintenance and Dedication of Access Road.

(a) Subject to the provisions of Section 4.04(c) below, EBSCO shall be solely responsible for operating and maintaining the Access Road in good repair and condition until such time, if at all, that the Access Road is dedicated to and accepted by a Governmental Authority.

(b) Medvest agrees, if requested by EBSCO, to join in the execution of a subdivision or other similar plat or map dedicating the Access Road as a public right-of-way following Access Road Substantial Completion.

(c) From and after Access Road Substantial Completion, the obligations of EBSCO set forth in Section 4.04(a) above regarding the maintenance of the Access Road may, in the sole discretion of EBSCO, be transferred and assigned to a Permitted Assignee as provided in Section 8.01 of this Agreement. EBSCO and Medvest agree that if the maintenance obligations of the Access Road are assigned to a Permitted Assignee, EBSCO shall have no further liability or obligation under this Section 4.04 arising or accruing after any such assignment, the Access Road Easement shall remain in effect at no cost or expense to Medvest and Medvest shall have no further liability or obligation under this Section 4.04 arising or accruing after the effective



date of such assignment and assumption to contribute any amounts to such Permitted Assignee as a condition to utilizing the Access Road.

4.05 **Fences and Obstructions.** Following the occurrence of Access Road Substantial Completion, EBSCO and Medvest, for themselves and their respective successors and assigns, covenant and agree that no fences or other obstructions shall be erected, placed, installed or permitted on, across or upon any portion of the Access Road; provided, however, that the foregoing shall not prohibit EBSCO from erecting temporary barriers or fences which may be necessary or required in connection with the construction or maintenance of the Access Road so long as such action does not materially, adversely affect ingress or egress to and from the Medvest Property.

## ARTICLE 5

### **GRANT OF TEMPORARY CONSTRUCTION EASEMENTS TO MEDVEST**

#### 5.01 **Grant of Temporary Construction Access Easement.**

(a) Subject to the terms and provisions of Sections 5.01(b) and 5.02 below, EBSCO does hereby grant to the Medvest Parties a temporary, non-exclusive easement (the "Construction Access Easement") over, across, through, under and upon the Construction Access Easement Property for the purposes of providing vehicular travel and transportation to and from Alabama State Highway 119 and the Medvest Property, including, without limitation, travel and transportation for any all construction vehicles, machinery and equipment which may be utilized by the Medvest Parties in the development of the Medvest Property and the construction of Improvements thereon.

(b) The Construction Access Easement granted to the Medvest Parties by EBSCO pursuant to Section 5.01(a) above shall be exercised by the Medvest Parties subject to the following terms and conditions:

(i) The exercise of the Construction Access Easement shall be utilized by the Medvest Parties in common with any and all other parties to whom EBSCO may grant the right to use the Construction Access Easement Property;

(ii) Medvest shall comply with, and shall cause all of the other Medvest Parties to comply with, all Governmental Requirements applicable to the exercise of the Construction Access Easement;

(iii) Prior to any entry onto the Construction Access Easement Property by any Medvest Parties, Medvest shall cause the Medvest Insurance Requirements to be satisfied;

(iv) EBSCO reserves the right, at its option and in its sole and absolute discretion at any time and from time to time, to change the location of



the Construction Access Easement Property in accordance with the terms and provisions of Section 5.02 below;

(v) Medvest shall and does hereby indemnify, agree to defend and hold EBSCO harmless from and against any and all claims, demands, actions, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses and other legal costs which EBSCO may suffer, pay or incur as a result of, arising out of or by virtue of (1) any injury or damage to person (including death) or property caused by any act or omission of any of the Medvest Parties in connection with any entry onto the Construction Access Easement Property or the exercise of the Construction Access Easement; (2) any fines, penalties or other sums which EBSCO may be required to pay as a result of any violations of any Governmental Requirements by any of the Medvest Parties in connection with the exercise of the Construction Access Easement; and (3) any mechanics', materialmen's and/or laborers' liens arising from or relating to any work performed or labor or materials provided in connection with the exercise of the Construction Access Easement and, in the event any portion of the EBSCO Property shall become subject to any lien as a result of such work or the exercise of the Construction Access Easement, then Medvest shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge. Upon termination of the Construction Access Easement pursuant to Section 5.03 below, the indemnification obligations of Medvest set forth herein shall terminate as to any matters occurring after the effective date of such termination; and

(vi) The Construction Access Easement shall automatically terminate and expire upon the occurrence of Access Road Substantial Completion, in which event all of the terms and provisions of Sections 5.01 and 5.02 hereof (other than the indemnification obligations of Medvest set forth in Sections 5.01(b)(v) above) shall thereafter be null and void and of no further force or effect. If requested by EBSCO, at any time on or after Access Road Substantial Completion, Medvest agrees to execute an amendment to this Agreement acknowledging that the Construction Access Easement has been terminated and is of no further force or effect.

(c) Upon the exercise by EBSCO of its relocation rights pursuant to the terms and provisions of Section 5.02 below or upon the termination of the Construction Access Easement in accordance with the terms and provisions of Section 5.03(b)(vi), Medvest covenants and agrees to promptly execute and deliver to EBSCO any documents reasonably requested by EBSCO to acknowledge that the Construction Access Easement has been relocated or terminated, as applicable.



**5.02 Relocation Rights Affecting Construction Access Easement Property.**

(a) Notwithstanding anything provided in Section 5.01 above to the contrary, EBSCO reserves the right (but not the obligation), at any time and from time to time in its sole and absolute discretion, to change and relocate the Construction Access Easement Property to any other area within the EBSCO Property in accordance with the following requirements:

(i) In order to exercise the rights reserved by EBSCO pursuant to this Section 5.02, EBSCO must provide to Medvest at least 14 days prior written notice of EBSCO's desire to change and relocate the Construction Access Easement Property, which notice shall identify another location within the EBSCO Property which EBSCO desires be used to provide temporary construction access to and from Alabama State Highway 119 and the Medvest Property, which new location shall be in such a location as may be reasonably functional in connection with Medvest's development and construction of improvements on the Medvest Property; and

(ii) In the event EBSCO exercises the relocation rights set forth in this Section 5.02, then the terms and provisions of Section 5.01 above shall be applicable to the alternative Construction Access Easement Property selected by EBSCO.

(b) If required by EBSCO, any alternative Construction Access Easement Property may be described by a metes and bounds legal description or by a drawing (which will be prepared by EBSCO, at its sole cost and expense) identifying the specific areas of the EBSCO Property which will constitute the new Construction Access Easement Property and, if requested by EBSCO, this Agreement shall be amended to specifically refer to the Construction Access Easement described in such metes and bounds legal description or drawing.

(c) If EBSCO elects to change or relocate the Construction Access Easement Property, then the terms and provisions of Section 5.01 above shall apply to both the original Construction Access Easement Property and the relocated Construction Access Easement Property.

**5.03 Grant of Temporary Staging Easement to Medvest.**

(a) Subject to the terms and provisions of Sections 5.03(b) and 5.04 below, EBSCO does hereby grant to the Medvest Parties a temporary, non-exclusive easement (the "Staging Easement") over, across, through, under and upon the Staging Area for the purposes of (i) providing temporary access, storage and parking for construction trailers, vehicles, equipment and materials to be utilized in connection with the development of the Medvest Property and the construction of Improvements thereto and (ii) to the extent reasonably necessary, the placement of gravel or other similar substances thereon in order that the aforesaid trailers, vehicles, equipment and materials may be temporarily parked and stored on the Staging Area.



(b) The Staging Easement granted by EBSCO to the Medvest Parties pursuant to Section 5.03(a) above shall be exercised by the Medvest Parties subject to the following terms and conditions:

(i) Medvest, for itself and all other Medvest Parties, shall utilize best management practices in connection with any construction work undertaken on any portion of the Staging Area. Medvest shall comply with, and cause all other Medvest Parties to comply with, all Governmental Requirements applicable to the exercise of the Staging Easement;

(ii) Prior to any entry onto the Staging Area, Medvest shall cause all of the Medvest Insurance Requirements to be satisfied;

(iii) Medvest shall promptly repair and replace any portion of the EBSCO Property, including, without limitation, the Staging Area, and any landscaping or other improvements thereto, which may be damaged or destroyed in connection with the exercise of the Staging Easement by any of the Medvest Parties;

(iv) EBSCO reserves the right, at its option and in its sole and absolute discretion any time and from time to time, to change the location of the Staging Area in accordance with the terms and provisions of Section 5.02 below;

(v) Medvest shall and does hereby indemnify, agree to defend and hold EBSCO harmless from and against any and all claims, demands, actions, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, which EBSCO may suffer, pay or incur as a result of:

(1) Any injury or damage to persons (including death) or property occurring in or upon the Staging Area or any other real property owned by EBSCO in connection with any entry onto the Staging Area or any other real property owned by EBSCO by any of the Medvest Parties or in the exercise of the Staging Easement by any of the Medvest Parties;

(2) Any fines, penalties, or other sums which EBSCO may be required to pay as a result of any violations of any Governmental Requirements by any of the Medvest Parties in connection with the exercise of the Staging Easement; and

(3) Any mechanics', materialmen's and/or laborers' liens arising from or related to any work performed or materials provided in connection with the exercise of the Staging Easement, and, in the event any portion of the Staging Area or any other EBSCO Property would become subject to any lien as a result of such work, then Medvest shall promptly cause such lien to be released and discharged of record, either by paying the



indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge.

Upon the termination of the Staging Easement pursuant to Section 5.01(b)(vi) below, the indemnification obligations of Medvest set forth herein shall terminate as to any matters occurring after the effective date of such termination;

(vi) The Staging Easement granted herein shall automatically terminate on the earlier of either (1) fifteen (15) days after the issuance by the City of a certificate of occupancy from the primary Building to the constructed by Medvest on the Medvest Property or (2) February 6, 2018, in which event all of the terms and provisions of Sections 5.03 and 5.04 hereof (other than the indemnification obligations of Medvest set forth in Section 5.03(b)(v) above) shall thereafter be null and void and of no further force or effect. On or prior to the termination of Staging Easement, Medvest shall remove from the Staging Area any gravel or other materials of any nature placed, installed, erected, or maintained on the Staging Area by any of the Medvest Parties and shall return the Staging Area to the same condition as existed as of the date of this Agreement; and

(vii) If requested by EBSCO, at any time on or after the termination of the Staging Easement, Medvest agrees to execute an amendment to this Agreement acknowledging that the Staging Easement has been terminated and is of no further force or effect.

(c) Upon the exercise by EBSCO of its relocation rights pursuant to the terms and provisions of Section 5.04 below or upon the termination of the Staging Easement in accordance with the terms and provisions of Section 5.03(b)(vi) above, Medvest covenants and agrees to promptly execute and deliver to EBSCO any documents reasonably requested by EBSCO to acknowledge that the Staging Area has been relocated or that the Staging Easement has been terminated, as applicable.

#### **5.04 Relocation Rights Affecting the Staging Easement.**

(a) Notwithstanding anything provided in Section 5.03(a) above to the contrary, EBSCO reserves the right (but not the obligation), at any time and from time to time in its sole and absolute discretion, to require Medvest to relocate the Staging Area to another location in close proximity with the Medvest Property subject to and in accordance with the following requirements:

(i) In order to exercise the rights reserved by EBSCO pursuant to this Section 5.04, EBSCO must provide to Medvest at least sixty (60) days prior written notice of EBSCO's desire to have the Staging Area relocated, which notice shall identify the new location which EBSCO desires be used as the new Staging Area, which new location shall be in such a location as may be



reasonably functional in connection with Medvest's development and construction of Improvements on the Medvest Property;

(ii) All reasonable costs and expenses paid or incurred by Medvest in relocating to the new Staging Area shall be paid by EBSCO; and

(iii) In the event EBSCO exercises the relocation rights set forth in this Section 5.04, then the terms and provisions of Section 5.03 above shall be applicable to the alternative Staging Area selected by EBSCO.

(b) If required by EBSCO, any alternative Staging Area may be described by a metes and bounds legal description or by a drawing (which will be prepared by EBSCO, at its sole cost and expense) identifying the specific area of the EBSCO Property which will constitute the new Staging Area and, if requested by EBSCO, this Agreement shall be amended to specifically refer to the Staging Area described in such metes and bounds legal description or drawing.

(c) If EBSCO elects to change or relocate the Staging area, then the terms and provisions of Section 5.03 above shall apply to both the original Staging Area and the relocated Staging Area.

## ARTICLE 6

### GRANT OF STORM DRAINAGE EASEMENT

#### 6.01 Grant of Storm Water Drainage Easement to Medvest

(a) Subject to the terms and provisions of Sections 6.01(b) and 6.02 below, EBSCO does hereby grant to the Medvest Parties, for the benefit of the Medvest Property, a permanent, perpetual and non-exclusive easement (the "Storm Water Drainage Easement") over, across, through, under and upon the Storm Water Drainage Easement Property and the 280 Pond for the purposes of (i) constructing, installing, operating, maintaining, repairing and replacing thereon underground storm water drainage lines, pipes, conduit, manholes, and other apparatus (collectively, the "Storm Water Drainage Facilities") reasonably necessary or required in order to discharge storm and surface water on or from the Medvest Property to the 280 Pond and (ii) discharging and transporting storm and surface water from the Medvest Property through the Storm Water Drainage Facilities into the 280 Pond.

(b) The Storm Water Drainage Easement granted to Medvest by EBSCO pursuant to Section 6.01(a) above shall be exercised by Medvest subject to the following terms and conditions:

(i) All Storm Water Drainage Facilities shall be located and maintained underground at all times (other than manholes which may be located at ground level);



(ii) Medvest shall be solely responsible for all costs and expenses of constructing and installing the Storm Water Drainage Facilities;

(iii) Medvest, for itself and all other Medvest Parties, shall utilize best management practices in connection with any construction work undertaken on any portion of the Storm Water Drainage Easement Property. Medvest and shall comply with, and cause all other Medvest Parties to comply with, all Governmental Requirements applicable to the exercise of the Storm Water Drainage Easement and the construction of any Storm Water Drainage Facilities thereon;

(iv) Prior to any entry onto the Storm Water Drainage Easement Property, Medvest shall cause the Medvest Insurance Requirements to be satisfied;

(v) Medvest shall promptly repair and replace any portions of the Storm Water Drainage Easement Property and the 280 Pond which may be damaged or destroyed in connection with the construction, installation and operation of the Storm Water Drainage Facilities;

(vi) Except for future repairs, maintenance and replacement of the Storm Water Drainage Facilities, all construction activities on the Storm Water Drainage Easement Property must be completed no later than the date on which a certificate of occupancy is issued by the City for the primary Building to be constructed by Medvest on the Medvest Property;

(vii) EBSCO reserves the right, at its option and in its sole and absolute discretion at any time and from time to time, to relocate the Construction Access Easement in accordance with the terms and provisions of Section 6.02 below;

(viii) Medvest shall and does hereby indemnify, agree to defend and hold EBSCO harmless from and against any and all claims, demands, actions, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and expenses, consultants' fees and expenses and other legal costs which EBSCO may suffer, pay or incur as a result of, arising out of or by virtue of (1) any injury or damage to person (including death) or property caused by any act or omission of any of the Medvest Parties in connection with any entry onto the Storm Water Drainage Easement Property, the construction of the Storm Water Drainage Facilities or the exercise of the Storm Water Drainage Easement, including the discharge of any substances into the 280 Pond which violate any Governmental Requirements; (2) any fines, penalties or other sums which EBSCO may be required to pay as a result of any violations of any Governmental Requirements by any of the Medvest Parties in connection with any entry onto the Storm Water Drainage Easement Property, the construction of the Storm Water Drainage Facilities or the exercise of the Storm Water Drainage Easement,



including the discharge of any substances into the 280 Pond which violate any Governmental Requirements; and (3) any mechanics', materialmen's and/or laborers' liens arising from or relating to any work performed or labor or materials provided in connection with the construction of the Storm Water Drainage Facilities or the exercise of the Storm Water Drainage Easement, including the discharge of any substances into the 280 Pond which violate any Governmental Requirements and, in the event any portion of the EBSCO Property shall become subject to any lien as a result of such work or the exercise of the Storm Water Drainage Easement, then Medvest shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien or posting such bond or other security as shall be required by law to obtain such release and discharge; provided, however, that notwithstanding the foregoing, Medvest shall have no obligation to indemnify EBSCO or any other person with respect to (x) any violation of Governmental Requirements associated with the maintenance and operation of the 280 Pond, unless such violation is a result of a discharge from the Medvest Property or by any Medvest Parties, or (y) any injury or damage to persons (including death) or property caused by any third parties (other than the Medvest Parties). The indemnification obligations of Medvest set forth herein shall continue until such time, if at all, that EBSCO elects to relocate the Storm Water Drainage Easement Property pursuant to the terms and provisions of Section 6.02 below; and

(ix) The terms and provisions of Section 6.03 below shall be applicable to the maintenance of the Storm Water Drainage Facilities.

**6.02 Relocation and Termination Rights Affecting the Storm Water Drainage Easement Property.**

(a) Notwithstanding anything provided in Section 6.01 above to the contrary, EBSCO reserves the right (but not the obligation), at any time and from time to time in its sole and absolute discretion, to relocate the Storm Water Drainage Easement Property to any other area within the EBSCO Property in accordance with the following requirements:

(i) In order to exercise the rights reserved by EBSCO pursuant to this Section 6.02, EBSCO must provide to Medvest at least 14 days prior written notice of EBSCO's desire to have the Storm Water Drainage Easement relocated;

(ii) If EBSCO exercises its relocation rights, then EBSCO shall, at its sole cost and expense, construct and install new underground storm water drainage lines, pipes, conduit, manholes, and other apparatus (collectively, the "Alternative Storm Water Drainage Facilities") reasonably necessary or required in order to discharge storm and surface water on or from the Medvest Property to another other areas of the EBSCO Property; and



(iii) Upon completion of construction of the Alternative Storm Water Drainage Facilities, which completion of construction shall be deemed to have occurred upon the execution of certificate or letter by EBSCO's Engineer stating that the Alternative Storm Water Drainage Facilities have achieved substantial completion, then (1) EBSCO shall prepare a metes and bounds legal description of the location of the Alternative Storm Water Drainage Facilities and this Agreement shall be amended to substitute the metes and bounds legal description for the Alternative Storm Water Drainage as the legal description of the Storm Water Drainage Easement, (2) if the 280 Pond will no longer be utilized for the Alternative Storm Water Drainage Facilities, all references herein to the 280 Pond and any easement rights with respect to the 280 Pond shall be terminated, cancelled and of no further force or effect, (3) the Storm Water Drainage Facilities originally constructed by Medvest within the original Storm Water Drainage Easement Property shall be deemed to have been irrevocably abandoned by Medvest and (4) Medvest covenants and agrees to promptly execute an amendment to this Agreement substituting the legal description for that portion of the EBSCO Property upon which EBSCO has constructed the Alternative Storm Water Drainage Facilities as the legal description for the Storm Water Drainage Property, which amendment to this Agreement shall also include the matters set forth above in items (1) through (3) of this Section 6.02(a)(iii).

(b) If EBSCO elects to exercise its rights under this Section 6.02 to relocate the Storm Water Drainage Facilities, then following the completion of construction of the Alternative Storm Water Drainage Facilities and the amendment of this Agreement as provided in Section 6.02(a)(iii) above, the provisions of Section 6.03(c) below shall be applicable to the maintenance, repair, operation, and replacement of the Alternative Storm Water Drainage Facilities.

### **6.03 Maintenance of Storm Water Drainage Facilities.**

(a) Unless any Governmental Authority maintains the Storm Water Drainage Facilities, at all times following the construction and installation of the Storm Water Drainage Facilities and continuing until such time, if at all, that EBSCO elects to relocate and cause the abandonment of the Storm Water Drainage Facilities, Medvest shall, at its sole cost and expense, maintain all of the Storm Water Drainage Facilities in good condition and repair and in accordance with all applicable Governmental Requirements.

(b) EBSCO shall have the right, in its sole and absolute discretion, to enlarge, modify, alter and otherwise change the 280 Pond so long as any such enlargement, modification, alteration or change does not materially and adversely affect the Storm Water Drainage Facilities and the storm water and surface water drainage provided by the Storm Water Drainage Facilities. Subject to the terms and provisions of Section 6.03(d) below, EBSCO shall be solely responsible for maintaining the 280 Pond in good repair and condition and in accordance with all applicable Governmental Requirements until such time, if at all, that the 280 Pond is dedicated to a Governmental Authority.



(c) To the extent EBSCO exercises its relocation rights pursuant to Section 6.02 above, then, subject to the provisions of Section 6.03(d) below, unless any Governmental Authority maintains the Alternative Storm Water Drainage Facilities, EBSCO shall, at its sole cost and expense, maintain all of the Alternative Storm Water Drainage Facilities in good condition and repair and in accordance with all applicable Governmental Requirements.

(d) EBSCO shall have the right to transfer and assign to a Permitted Assignee its obligations under this Agreement concerning the maintenance of the Alternative Storm Water Drainage Facilities and the 280 Pond in accordance with Section 8.01 of this Agreement. EBSCO and Medvest agree that if the maintenance obligations of the Alternative Storm Water Drainage Facilities and the 280 Pond are assigned to a Permitted Assignee, EBSCO shall have no further liability or obligation under this Section 6.03 arising or accruing after any such assignment, the Storm Water Drainage Easement shall remain in effect at no cost or expense to Medvest and Medvest shall have no obligation to contribute any amounts to such Permitted Assignee as a condition to utilizing the Alternative Storm Water Drainage Facilities or the 280 Pond.

## ARTICLE 7

### MEDVEST MAINTENANCE OBLIGATIONS; CASUALTY/CONDEMNATION

#### 7.01 Maintenance Obligations.

(a) Except to the extent the Medvest Property or any Improvements thereto may then be subject to an existing Casualty/Condemnation, Medvest, for itself and its successors and assigns, covenants and agrees to cause the Medvest Property and all Improvements thereto to be operated and maintained at all times in a good condition and state of repair, substantially similar to other first-class retail or retail/office building mixed use developments within the greater Birmingham-Hoover, Alabama metropolitan area, and in accordance with all applicable Governmental Requirements, which obligations shall include, without limitation, the following:

(i) Drives and Parking Areas. Maintaining and repairing all paved surfaces and curbs within the Medvest Property in a smooth and evenly covered condition, including, without limitation, replacement of base, skin patch, resurfacing and resealing and restriping parking lots, parking spaces, and drive lanes within the Medvest Property as often as shall be necessary to maintain parking space designation and traffic direction;

(ii) Debris and Refuse. Weekly removing papers, debris, filth, refuse, ice and snow within the parking areas and drives of the Medvest Property, but in any event to the extent necessary to constitute commercially reasonable efforts to keep the parking areas and drives of the Medvest Property in a first-class, clean and orderly condition; provided, however, that trash and/or garbage removal from any Improvements on the Medvest Property shall be removed from the Medvest Property on a regular, routine basis no less than once a week;



(iii) Lighting. Maintaining, cleaning, repairing and replacing all exterior lighting and signage facilities, including light standards, wires, conduits, lamps, ballasts and lenses, time clocks and circuit breakers, illuminating the parking areas of the Medvest Property or which provide illumination for any signage on the Medvest Property or any Improvements thereto;

(iv) Landscaping. Maintaining and replacing all exterior landscape plantings, trees and shrubs within the Medvest Property in an attractive and thriving condition, trimmed and reasonably weed-free; providing water for landscape irrigation within all landscaped areas of the Medvest Property through a properly maintained system; and promptly replacing all damaged, diseased or dead landscaping on the Medvest Property; and

(v) Buildings. Maintaining the exterior areas on all Buildings on the Medvest Property and all Building signage in good condition and repair, which obligations include, without limitation, repainting/staining all painted areas on any such Buildings on a routine basis, reroofing such Buildings on a routine basis and maintaining and replacing as needed all lighting and light fixtures within any Building signage.

(b) If, for any reason other than a then existing Casualty/Condemnation or any matters of Force Majeure, the daily operations of the Improvements cease for any reason, Medvest covenants and agrees to continue to maintain the Medvest Property and all Improvements thereto in accordance with the terms, provisions and requirements of Section 7.01(a) above and this Section 7.01(b), including, specifically, operating all light fixtures within any Buildings on the Medvest Property and all parking lot lighting on the Medvest Property each and every day during the same business hours of operation utilized by a majority of any other business operating within any of the EBSCO Property. In no event shall any windows or doors to any Buildings on the Medvest Property be boarded, covered or removed except in connection with any Casualty/Condemnation.

## 7.02 Casualty/Condemnation.

(a) In the event any Improvements on the Medvest Property are damaged, destroyed or subject to any Casualty/Condemnation, Medvest, for itself, its successors and assigns, covenants and agrees to promptly remove any Improvements damaged or destroyed by any such Casualty/Condemnation and any debris resulting from such Casualty/Condemnation and provide a sightly barrier around the Medvest Property, as reasonably approved by EBSCO, and within a reasonable time thereafter shall perform one of the following alternatives:

(i) Repair or restore the Improvements so damaged to a complete unit in accordance with the terms and provisions of this Declaration;

(ii) Demolish the damaged Improvements and erect new Improvements in accordance with the terms and provisions of this Declaration; or



(iii) Demolish both the damaged portions of such Improvements and the balance of all Improvements remaining on the Medvest Property and clear away all debris and all such Improvements from the Medvest Property in accordance with the terms and provisions of Section 7.02(c) below.

(b) Within one hundred twenty (120) days from the date of any such Casualty/Condemnation, Medvest shall give notice to EBSCO of which alternative it elects. Should Medvest fail to timely give such notice, then Medvest shall be deemed to have elected to rebuild and restore all Improvements on the Medvest Property which have been damaged or destroyed by such Casualty/Condemnation.

(c) To the extent any Improvements on the Medvest Property are not repaired or reconstructed following any Casualty/Condemnation in accordance with the terms and provisions of Sections 7.02(a)(i) or 7.02(a)(ii) above, then, within a reasonable time after the occurrence of such Casualty/Condemnation, but in no event more than 180 days from the date of such Casualty/Condemnation, Medvest shall (i) complete the demolition of all Improvements on the Medvest Property, (ii) remove all such Improvements and any other debris from the Medvest Property, and (iii) landscape all of the Medvest Property in accordance with landscaping plans reasonably approved by EBSCO. Following the completion of the foregoing, Medvest (or its successors and assigns) shall thereafter maintain the Medvest Property and Improvements in accordance with the terms and provisions of Section 7.01 above.

(d) To the extent Medvest elects to repair, replace and rebuild following any Casualty/Condemnation, then Medvest shall commence any such required repair, replacement and rebuilding work within six (6) months following the date of occurrence of such Casualty/Condemnation, or sooner if possible (subject, in each instance, to matters of Force Majeure), and thereafter use due diligence in order to cause all Improvements which Medvest has elected to repair, replace or rebuild pursuant to this Section 7.02 to be completed within 18 months after the date of such Casualty/Condemnation (subject to matters of Force Majeure). Any such repair, replacement or rebuilding following any such Casualty/Condemnation shall be in accordance with the terms and provisions of this Agreement. Following the completion of any such repair, replacement or rebuilding of any Improvements, Medvest (or its successors and assigns) shall thereafter maintain the Medvest Property and Improvements in accordance with the terms and provisions of Section 7.01 above.

## ARTICLE 8

### MISCELLANEOUS PROVISIONS

#### 8.01 Successors and Assigns; Enforcement.

(a) The easements, covenants, restrictions, and prohibitions contained herein are intended to touch and concern the Medvest Property and the EBSCO Property and shall run with the Medvest Property and the EBSCO Property, shall be perpetual (except as otherwise provided to the contrary in this Agreement), and shall be binding upon, and inure to the benefit of, Medvest, EBSCO and their respective successors and assigns, subject to the limitations set forth in this Section 8.01.



(b) Notwithstanding anything provided in this Agreement to the contrary, EBSCO covenants and agrees that at the time it no longer owns any portion of the EBSCO Property, EBSCO will, if it has not previously done so, transfer and assign its rights, interests and obligations under this Agreement to a Permitted Assignee. EBSCO covenants and agrees that the foregoing rights shall not be transferred or assigned to any party other than a Permitted Assignee and any transfer of such rights to a person or entity which is not a Permitted Assignee shall be null and void. Any such transfer of EBSCO's rights, interest and obligations under this Agreement shall be evidenced by a written assignment and assumption agreement recorded in the applicable real estate records of Shelby County, Alabama and, following the effective date of such assignment and assumption, such Permitted Assignee shall be solely responsible for the exercise and enforcement of all rights granted to EBSCO hereunder and for the performance of all obligations of EBSCO thereafter arising or accruing hereunder, and EBSCO shall have no further liability or obligation hereunder arising or accruing after the effective date of such assignment and assumption. If EBSCO shall fail to make an assignment to a Permitted Assignee as required by this Section 8.01(b), then, at such time as EBSCO no longer owns any portion of the EBSCO Property, its rights, interests and obligations under this Agreement shall automatically transfer to the Adjacent Parcel that is closest in proximity to the Medvest Property.

8.02 **Amendments.** Except as otherwise provided in Section 8.04(k) below, this Agreement may not be amended or modified except by an instrument in writing executed by the then owner of the Medvest Property and EBSCO or any assignee of EBSCO as provided in, and required by, the provisions of Section 8.01 above.

8.03 **Notices.**

(a) **Notices.** All notices required or permitted hereunder shall be in writing and shall be served on all of the parties hereto at the following addresses:

If to EBSCO:	EBSCO Industries, Inc. 1 Mt Laurel Avenue, Suite 200 Birmingham, Alabama 35242 Attention: EBSCO Realty Fax: (205) 408-8906 Email: <a href="mailto:bknapp@ebSCO.com">bknapp@ebSCO.com</a>
With copies to:	Stephen R. Monk Bradley Arant Boult Cummings LLP One Federal Place 1819 Fifth Avenue North Birmingham, Alabama 35203 Fax: (205) 488-6429 Email: <a href="mailto:smonk@babC.com">smonk@babC.com</a>
If to Medvest:	CGP Medvest BW, LLC 361 Summit Blvd., Suite 220 Birmingham, Alabama 35243



Attention: David S. Fowler  
Fax: (205) 969-7194  
Email: [dfowler@medvest.com](mailto:dfowler@medvest.com)

With a copy to: Baker, Donelson, Bearman, Caldwell & Berkowitz, P.C.  
420 20<sup>th</sup> Street North, Suite 1400  
Birmingham, Alabama 35203  
Attention: Chad Post  
Fax: (205) 488-3823  
Email: [cpost@bakerdonelson.com](mailto:cpost@bakerdonelson.com)

(b) Any such notices shall be deemed to be sufficiently given or served upon any party hereto when (i) sent by personal delivery to the address set forth above, (ii) deposited in the United States mail by registered or certified mail, return receipt requested, postage prepaid and addressed as provided above, (iii) deposited with a nationally recognized overnight delivery courier service for next business day delivery and addressed as set forth above, (iv) sent by facsimile transmission during regular business hours of any business day, in which case notice shall be deemed given upon confirmation of transmission of such facsimile notice, or (v) sent by electronic mail (email) to the email address set forth above, in which case notice shall be deemed given upon confirmation of transmission of such email notice. The above addresses may be changed by written notice to the other parties given in the manner set forth above.

#### 8.04 **Miscellaneous.**

(a) This Agreement embodies the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior written or oral agreements and undertakings of the parties relating to the subject matter of this Agreement.

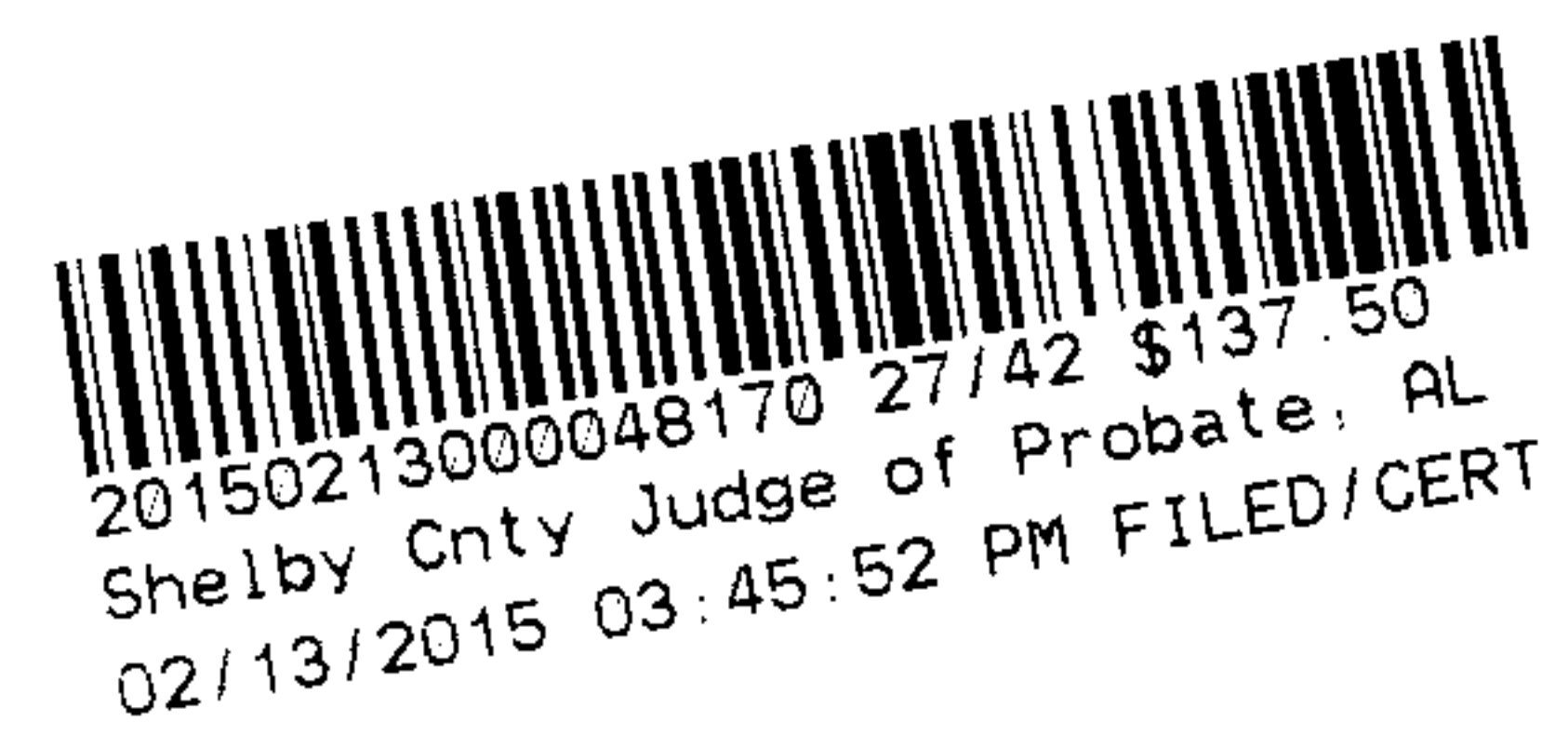
(b) The paragraph headings and captions used herein are for convenience of reference only and shall in no way define, limit, describe or restrict the scope or intent of this Agreement or in any way affect the terms or provisions hereof.

(c) Whenever the context requires or permits, the use of the masculine gender shall be deemed to include the feminine, the singular shall include the plural and vice versa.

(d) If any provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama.

(f) Time is of the essence in the performance of all obligations of each party to this Agreement.





(g) The parties hereto and their respective counsel have participated in the drafting and redrafting of this Agreement and the general rules of construction which would construe any provisions of this Agreement in favor of or to the advantage of one party as opposed to the other as a result of one party drafting this Agreement as opposed to the other or in resolving any conflict or ambiguity in favor of one party as opposed to the other on the basis of which party drafted this Agreement are hereby expressly waived by all parties to this Agreement.

(h) EBSCO and Medvest, for themselves and their respective successors and assigns, covenant and agree to execute, sign and deliver, or cause to be executed, signed and delivered and to otherwise do or make or cause to be done and made, any and all agreements, instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, which may be reasonably requested by any party to this Agreement for the purpose of and in connection with clarifying, amending or otherwise consummating any of the transactions and matters herein.

(i) No delay or omission in the exercise of any right accruing upon any default by any party hereto shall impair the rights of any other party hereto or be construed to be a waiver thereof by either party, and every such right may be exercised at any time during the continuance of such default. A waiver of a breach of, or a default in, any of the terms and conditions of the Agreement shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement.

(j) In the event of any default by any party hereto in the prompt, timely and complete performance of its obligations hereunder, then (i) the non-defaulting party shall have the right, at its option, to exercise any and all rights and remedies available to such party at law or in equity and (ii) the defaulting party agrees to pay to the non-defaulting party all reasonable attorneys' fees, costs and expenses incurred by the non-defaulting party in enforcing the terms and provisions of this Agreement.

(k) If, pursuant to the terms and provisions of any of Sections 5.01(c), 5.02(c), 5.03(c), 5.04(c) or 6.02(a)(iii) of this Agreement, EBSCO requests in writing that Medvest enter into an amendment to this Agreement for any of the purposes set forth in the foregoing Sections and Medvest fails, within thirty (30) days following the giving of such written request, to execute any such amendment submitted by EBSCO, then EBSCO shall have the unilateral right, at its option, to execute any such proposed amendments for and on behalf of Medvest. Medvest, by execution of this Agreement, shall be deemed to, and hereby does, irrevocably appoint EBSCO as Medvest's respective agent and attorney-in-fact for the purpose of executing, signing, acknowledging, swearing to and recording any such amendments to this Agreement, in the name, place and stead of Medvest. The power and authority granted herein is hereby declared to be irrevocable and a power coupled with an interest which shall survive the dissolution of Medvest and shall be binding on Medvest, its successors and assigns.

(l) No Partnership and No Third Party Beneficiaries. Nothing contained in this Agreement and no action by the parties hereto will be deemed or construed to create the relationship of principal and agent, or a partnership, joint venture or any association between the parties hereto. Except for any successors and assigns of the parties hereto and Permitted



Assignees, this Agreement does not create any rights or obligations in favor of any third parties who have not executed this Agreement.

*[The remainder of this page has been left intentionally blank.]*



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IN WITNESS WHEREOF, EBSCO and Medvest have executed this Agreement on the date stated above.

**EBSCO:**

**EBSCO INDUSTRIES, INC.,** a Delaware corporation

By: Brooks Knapp  
Printed Name: Brooks Knapp  
Title: Vice President

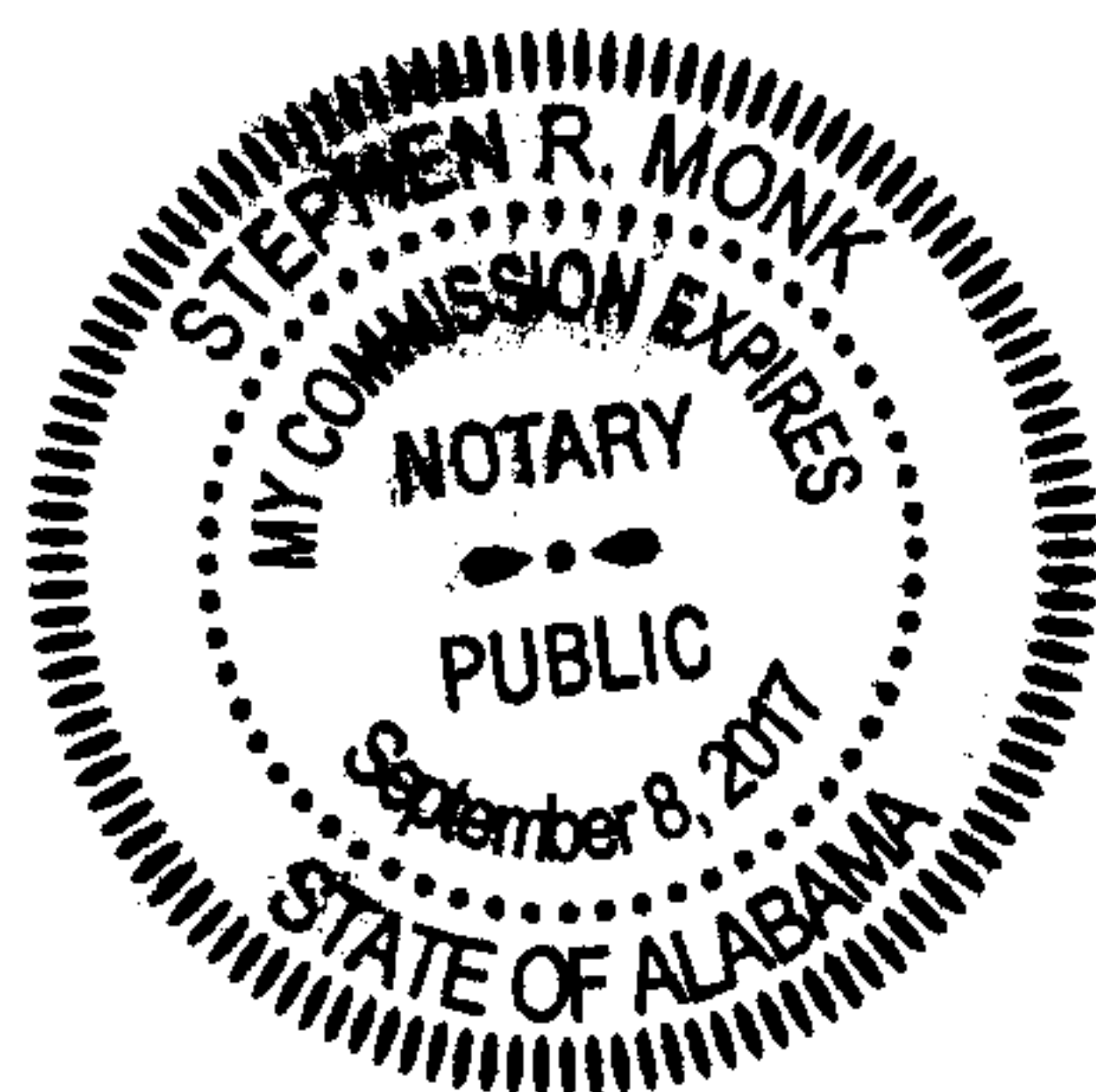
STATE OF ALABAMA       }  
  SS.:  
COUNTY OF SHELBY       }

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Brooks Knapp, whose name as Vice President of EBSCO Industries, Inc., a Delaware corporation, 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 this instrument, 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 11th day of February, 2015.

[Signature]  
Notary Public  
My Commission Expires: 9-8-2017

[NOTARIAL SEAL]



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**MEDVEST:**

**CGP MEDVEST BW, LLC**, a Delaware limited liability company

By: David S. Fowler  
Printed Name: David S. Fowler  
Title: Authorized Agent

STATE OF ALABAMA }

COUNTY OF JEFFERSON }

SS.:

I, the undersigned Notary Public in and for said County, in said State, hereby certify that David S. Fowler, whose name as Authorized Agent of CGP Medvest BW, LLC, a Delaware limited liability company, 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 this instrument, he as such Authorized Agent and with full authority, executed the same voluntarily for and as the act of aforesaid limited liability company.

Given under my hand and official seal this 10th day of February, 2015.

[NOTARIAL SEAL]

Charles J. Post  
Notary Public

My Commission Expires:

**MY COMMISSION EXPIRES JUNE 20, 2016**

This instrument prepared by:  
Stephen R. Monk  
Bradley Arant Boult Cummings LLP  
One Federal Place  
1819 5<sup>th</sup> Avenue North  
Birmingham, Alabama 35203

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## EXHIBIT A

### Legal Description of Access Road Easement Property

#### 50' Access Easement

A part of the SW ¼, Section 32, Township 18 South, Range 1 West, Shelby County, Alabama more particularly described as follows:

Commence at the Southeast corner of Lot 2, Greystone – 3<sup>RD</sup> Sector as recorded in Map Book 14, Page 79 in the Probate Office of Shelby County, Alabama; thence run S 87°11'29"W a distance of 873.89 feet to a point on the Southeasterly right-of-way of U.S. Highway 119; thence S 22°25'57"W along the Southeasterly right-of-way of U.S. Highway 119 a distance of 390.10 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 6625.00 feet and a central angle of 00°35'52"; thence in a Southwesterly direction along the Southeasterly right-of-way of U.S. Highway 119 and the arc of said curve a distance of 69.13 feet to the Northwestern corner of Lot 1, EBSCO'S FED Addition to Hoover, as recorded in Map Book 44, Page 108 in the Office of the Judge of Probate of Shelby County, Alabama; thence continue in a Southwesterly direction along the Southeasterly right-of-way of U.S. Highway 119 and the arc of said curve a distance of 89.58 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Southwesterly direction along the Southeasterly right-of-way of U.S. Highway 119 a distance of 258.42 feet to the Southwesterly corner of said Lot 1, said point also being the POINT OF BEGINNING; thence S 68°50'37"E, leaving the Southeasterly right-of-way of U.S. Highway 119 and along the Southwesterly line of said Lot 1 a distance of 501.75 feet to the P.C. (Point of Curve) of a curve to the left having a radius of 25.00 feet and a central angle of 95°34'35"; thence in a Southeasterly direction along the arc of said curve and the Southwesterly line of said Lot 1 a distance of 41.70 feet to a point on a curve to the left having a radius of 270.00 feet and a central angle of 20°16'57"; thence 180° to the left (angle measured to tangent) in a Southwesterly direction and leaving the Southwesterly line of said Lot 1 along the arc of said curve a distance of 95.58 feet to a point on a curve to the left having a radius of 25.00 feet and a central angle of 64°08'28"; thence 180° to the left (angle measured to tangent) in a Northwesterly direction along the arc of said curve a distance of 27.99 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve N 68°50'37"W a distance of 529.85 feet to a point on the Southeasterly right-of-way of U.S. Highway 119, said point being a point on a curve to the left having a radius of 6795.00 feet and a central angle of 0°13'10"; thence 90°07'07" to the right (angle measured to tangent) in a Northeasterly direction along the arc of said curve and the Southeasterly right-of-way of U.S. Highway 119 a distance of 26.04 feet to the P.T. (Point of Tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the Easterly right-of-way of U.S. Highway 119 a distance of 23.96 feet to the POINT OF BEGINNING.



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## **EXHIBIT B**

### **Legal Description of EBSCO Property**

See Attached.

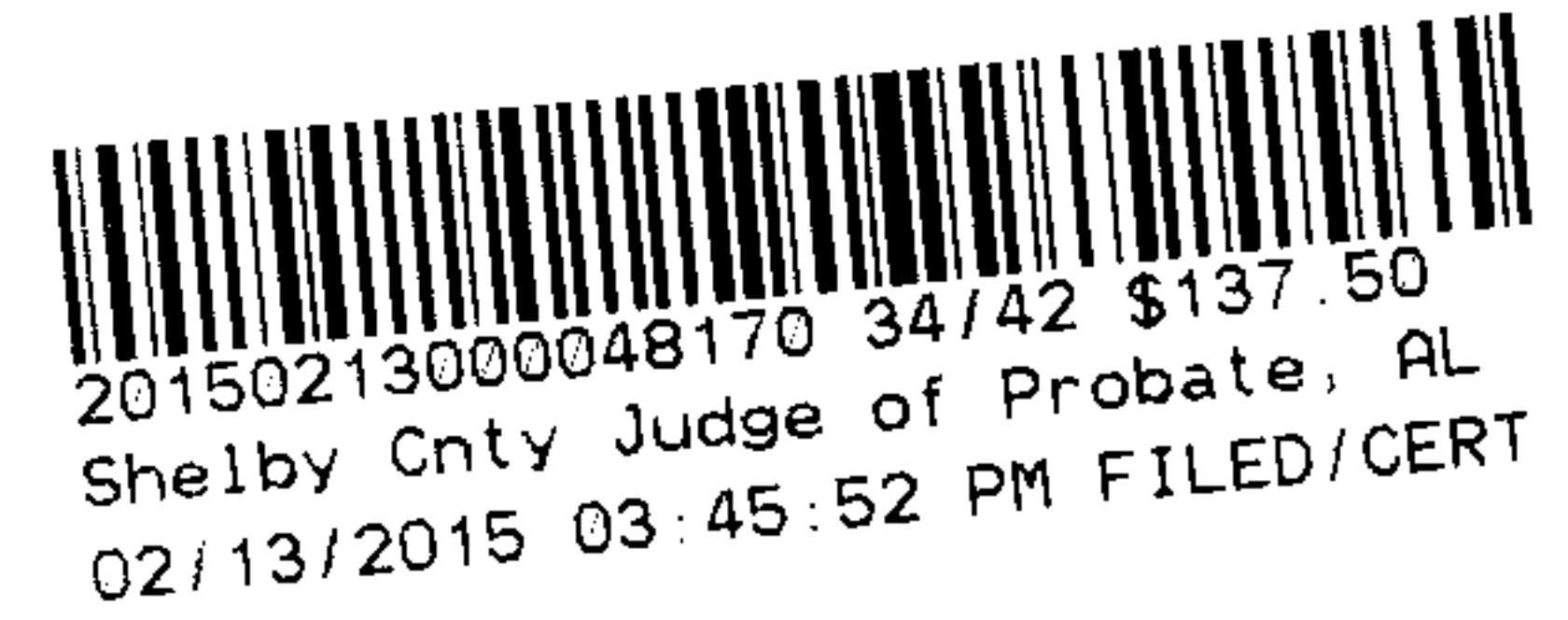


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EBSCO 119/280 PROPERTY

LEGAL DESCRIPTION



A parcel of land situated in Section 32, Township 18 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:


Commence at the Southwest corner of the N.E.1/4 of the S.W.1/4 of Section 32, Township 18 South, Range 1 West and run in an Easterly direction along the South line of said 1/4-1/4 section a distance of 305.67 feet to the POINT OF BEGINNING of the parcel herein described; thence  $157^{\circ}30'08''$  to the left in a Northwesterly direction a distance of 840.55 feet to a point on the Southeasterly right-of-way line of Alabama Highway #119; thence  $89^{\circ}38'02''$  to the right in a Northeasterly direction along the Southeasterly right-of-way line of Alabama Highway #119 a distance of 147.19 feet to a point on a curve to the right having a radius of 17,148.73 feet and a central angle of  $2^{\circ}13'00''$ ; thence  $0^{\circ}13'00''$  to the left (angle measured to tangent) in a Northeasterly direction along the arc of said curve and the Southeasterly right-of-way line of Alabama Highway #119 a distance of 663.45 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the Southeasterly right-of-way line of Alabama Highway #119 and partially along the Northwesterly line of Lot 2, Greystone-3rd Sector, as recorded in Map Book 14, Page 79 in the Probate Office of Shelby County, Alabama, a distance of 1111.40 feet to the P.C. (point of curve) of a curve to the right having a radius of 5689.58 feet and a central angle of  $3^{\circ}10'18''$ ; thence in a Northeasterly direction along the arc of said curve, the Southeasterly right-of-way line of Alabama Highway #119 and the Northwesterly line of said Lot 2 a distance of 314.95 feet to the P.C.C. (point of compound curve) of a curve to the right having a radius of 25.60 feet and a central angle of  $92^{\circ}23'51''$ , said point lying on the Southwesterly line of Greystone Way; thence in a Northeasterly, Easterly and Southeasterly direction along the arc of said curve, the Southwesterly line of Greystone Way and the property boundary of said Lot 2 a distance of 41.28 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southeasterly direction along the Southwesterly line of Greystone Way and the Northeasterly line of said Lot 2 a distance of 268.24 feet to a point; thence  $3^{\circ}37'54''$  to the left in a Southeasterly direction along the Southwesterly line of Greystone Way and the Northeasterly line of said Lot 2 a distance of 157.86 feet to a point; thence  $3^{\circ}37'54''$  to the right in a Southeasterly direction along the Southwesterly line of Greystone Way and the Northeasterly line of said Lot 2 a distance of 457.46 feet to the P.C. (point of curve) of a curve to the left having a radius of 490.00 feet and a central angle of  $84^{\circ}21'05''$ , said point being the Northeasterly corner of said Lot 2; thence in a Southeasterly, Easterly and Northeasterly direction along the Southwesterly, Southerly and Southeasterly line of Greystone Way a distance of 721.38 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the Southeasterly line of Greystone Way a distance of 11.78 feet to the P.C. (point of curve) of a curve to the right having a radius of 760.00 feet and a central angle of  $14^{\circ}32'51''$ ; thence in a Northeasterly direction along the arc of said curve and the Southeasterly line of Greystone Way a distance of 192.96 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northeasterly direction along the Southeasterly line of Greystone Way a distance of 83.29 feet to a point on the Northwesterly line of Lot 179-A of a Resurvey of Lots 129 thru 178 Greystone Ridge Garden Homes as recorded in Map Book 17, Page 28 in the Probate Office of Shelby County, Alabama; thence  $156^{\circ}10'28''$  to the right in a Southwesterly direction along the Northwesterly line of said Lot 179-A a distance of 1101.95 feet to a point; thence  $8^{\circ}03'29''$  to the left in a Southwesterly



direction along the Northwesterly line of said Lot 179-A and the Northwesterly line of Lots 128, 127 and 126, Greystone Ridge Garden Homes as recorded in Map Book 16, Page 31 in the Probate Office of Shelby County, Alabama a distance of 846.20 feet to a point on the Northwesterly line of said Lot 126; thence  $21^{\circ}42'11''$  to the right in a Southwesterly direction along the Northwesterly line of Lots 126, 125 and 124, Greystone Ridge Garden Homes a distance of 147.14 feet to the Northwesterly corner of said Lot 124 said point also being the Northernmost corner of Lot 2, School House Properties Subdivision as recorded in Map Book 20, Page 93 in the Probate Office of Shelby County, Alabama; thence  $0^{\circ}29'05''$  to the left in a Southwesterly direction along the Northwesterly line of said Lot 2 and along the Northwesterly line of Lot 1C, School House Properties Resurvey No. 1 as recorded in Map Book 24, Page 39 in the Probate Office of Shelby County, Alabama, a distance of 500.13 feet to a point on the South line of the N.E.1/4 of the S.W.1/4 of Section 32; thence  $50^{\circ}46'11''$  to the right in a Westerly direction along the South line of said 1/4-1/4 section a distance of 388.95 feet to the P.C. (point of curve) of a curve to the left having a radius of 30.00 feet and a central angle of  $90^{\circ}00'$ ; thence in a Westerly, Southwesterly and Southerly direction along the arc of said curve a distance of 47.12 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southerly direction a distance of 59.48 feet to the P.C. (point of curve) of a curve to the right having a radius of 575.00 feet and a central angle of  $34^{\circ}59'27''$ ; thence in a Southerly and Southwesterly direction along the arc of said curve a distance of 351.16 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Southwesterly direction a distance of 12.86 feet to a point on the Northeasterly right-of-way line of U.S. Highway #280, said point lying on a curve to the left having a radius of 2944.79 feet and a central angle of  $2^{\circ}55'08''$ ; thence  $91^{\circ}27'36''$  to the right (angle measured to tangent) in a Northwesterly direction along the arc of said curve and the Northeasterly right-of-way line of U.S. Highway #280 a distance of 150.02 feet to a point; thence  $91^{\circ}27'32''$  to the right (angle measured to tangent) in a Northeasterly direction a distance of 12.86 feet to the P.C. (point of curve) of a curve to the left having a radius of 525.00 feet and a central angle of  $34^{\circ}59'27''$ ; thence in a Northeasterly and Northerly direction along the arc of said curve a distance of 259.55 feet to the P.T. (point of tangent) of said curve; thence tangent to said curve in a Northerly direction a distance of 59.48 feet to the P.C. (point of curve) of a curve to the left having a radius of 30.00 feet and a central angle of  $90^{\circ}00'$ ; thence in a Northerly, Northwesterly and Westerly direction along the arc of said curve a distance of 47.12 feet to the P.T. (point of tangent of said curve, said point lying on the South line of the N.E.1/4 of the S.W.1/4 of Section 32; thence tangent to said curve in a Westerly direction along the South line of said 1/4-1/4 section a distance of 25.00 feet to the POINT OF BEGINNING.

Containing 79.353 acres.

LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY (CONSISTING OF THREE PARCELS) CONVEYED BY EBSCO INDUSTRIES, INC. TO STATE OF ALABAMA DEPARTMENT OF TRANSPORTATION PURSUANT TO DEED DATED JULY 25, 2013 AND RECORDED AS INSTRUMENT 20130726000305640 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA:

  
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A part of the NW ¼ of SW ¼ and the NE ¼ of SW ¼ and the SW ¼ of NW ¼, and the SE ¼ of NW ¼, Section 32, Township 18-S, Range 1-W, identified as Tract No. 17 on Project No. NHF-0038(531) in Shelby County, Alabama and being more fully described as follows:

**Parcel 1 of 3:**

Commencing at a found 1/4" rebar referenced in Map Book 33, Page 91 in the Probate Office of Shelby County (said point also on the R/W flare of SR-119 and SR-38);

thence in a northwesterly direction along the east present R/W flare of SR-119 a distance of 70', more or less, to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project);

thence S 0°48'23" W and along the acquired R/W line a distance of 56.46 feet to a point on the acquired R/W line (said point offset 64.56' RT and perpendicular to centerline of project at station 124+72.89);

thence N 22°2'4" E and along the acquired R/W line a distance of 102.11 feet to a point on the acquired R/W line (said point offset 64.56' RT and perpendicular to centerline of project at station 125+75.00);

thence N 37°16'52" E and along the acquired R/W line a distance of 77.74 feet to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at station 125+50.00);

thence N 22°2'4" E and along the acquired R/W line a distance of 9.36 feet to a point on the grantor's south property line, which is the point of BEGINNING;


thence N 68°51'44" W and along the grantor's said property line a distance of 63.28 feet to a point on the east present R/W line of SR-119;

thence N 20°44'39" E and along the said present R/W line a distance of 214.66 feet to a point on the grantor's north property line;

thence S 69°15'8" E and along the grantor's said property line a distance of 67.64 feet to a point on the acquired R/W line (said line offset 85' RT and parallel with centerline of project);

thence following the curvature thereof an arc distance of 79.98 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at PC station 127+94.52) (said arc having a chord bearing of S 21°41'50" W, a clockwise direction, a chord distance of 79.98 feet and a radius of 6797.35 feet);

thence S 22°2'4" W and along the acquired R/W line a distance of 135.16 feet; to the point and place of BEGINNING, containing 0.324 acres, more or less.

  
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**Parcel 2 of 3:**

Commencing at the SE corner of the SE 1/4 of the NW 1/4;

thence in a westerly direction along the quarter section line a distance of 1331', more or less, to a point on the acquired R/W line (said line offset 85' RT and parallel with centerline of project) (said point also on the grantor's north property line), which is the point of BEGINNING;

thence following the curvature thereof an arc distance of 7.53 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at PC station 137+57.98) (said arc having a chord bearing of S 22°24'24" W, a clockwise direction, a chord distance of 7.53 feet and a radius of 10116.00 feet);

thence S 22°25'41" W and along the acquired R/W line a distance of 405.68 feet to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at PT station 133+52.30);

thence following the curvature thereof an arc distance of 158.70 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at PC station 131+91.55) (said arc having a chord bearing of S 21°44'31" W, a counterclockwise direction, a chord distance of 158.70 feet and a radius of 6625.00 feet);

thence S 21°3'20" W and along the acquired R/W line a distance of 282.38 feet to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at PT station 129+09.17);

thence following the curvature thereof an arc distance of 36.12 feet and along the acquired R/W line to a point on the grantor's south property line (said arc having a chord bearing of S 21°12'28" W, a clockwise direction, a chord distance of 36.12 feet and a radius of 6794.82 feet);

thence N 69°15'8" W and along the grantor's said property line a distance of 87.64 feet to a point on the east present R/W line of SR-119;

thence following the curvature thereof an arc distance of 595.90 feet and along the said present R/W line to a point on the said present R/W line (said arc having a chord bearing of N 21°48'37" E, a clockwise direction, a chord distance of 595.87 feet and a radius of 17564.00 feet);

thence N 22°46'56" E and along the said present R/W line a distance of 269.02 feet to a point on the grantor's north property line;

thence N 88°51'40" E and along the grantor's said property line a distance of 68.66 feet; to the point and place of BEGINNING, containing 1.319 acres, more or less.



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**Parcel 3 of 3:**

Commencing at the SE corner of the SE 1/4 of the NW 1/4;

thence in a westerly direction along the quarter section line a distance of 1331', more or less, to a point on the grantor's south property line (said point also on the acquired R/W line (said point offset 85' RT and parallel with centerline of project)), which is the point of BEGINNING;

thence S 88°51'40" W and along the grantor's said property line a distance of 68.66 feet to a point on the east present R/W line SR-119;

thence N 22°46'56" E and along the said present R/W line a distance of 842.38 feet to a point on the said present R/W line;

thence following the curvature thereof an arc distance of 315.20 feet and along the said present R/W line to a point on the south present R/W flare of Graystone Way (said arc having a chord bearing of N 24°22'10" E, a clockwise direction, a chord distance of 315.16 feet and a radius of 5689.58 feet);

thence following the curvature thereof an arc distance of 41.54 feet and along the said present R/W flare to a point on the south present R/W line of Graystone Way (said arc having a chord bearing of N 72°15'18" E, a clockwise direction, a chord distance of 37.13 feet and a radius of 25.60 feet);

thence S 61°38'19" E and along the said present R/W line a distance of 17.85 feet to a point on the acquired R/W line (said point offset 85' RT and tied to the south present R/W line of Graystone Way);


thence following the curvature thereof an arc distance of 550.98 feet and along the acquired R/W line to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at PC station 143+64.94) (said arc having a chord bearing of S 23°30'59" W, a counterclockwise direction, a chord distance of 550.82 feet and a radius of 6535.49 feet);

thence S 21°8'4" W and along the acquired R/W line a distance of 374.66 feet to a point on the acquired R/W line (said point offset 85' RT and perpendicular to centerline of project at station 139+90.28);

thence following the curvature thereof an arc distance of 226.73 feet and along the acquired R/W line (said arc having a chord bearing of S 21°44'36" W, a clockwise direction, a chord distance of 226.73 feet and a radius of 10116.00 feet); to the point and place of BEGINNING, containing 1.366 acres, more or less.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED REAL PROPERTY:

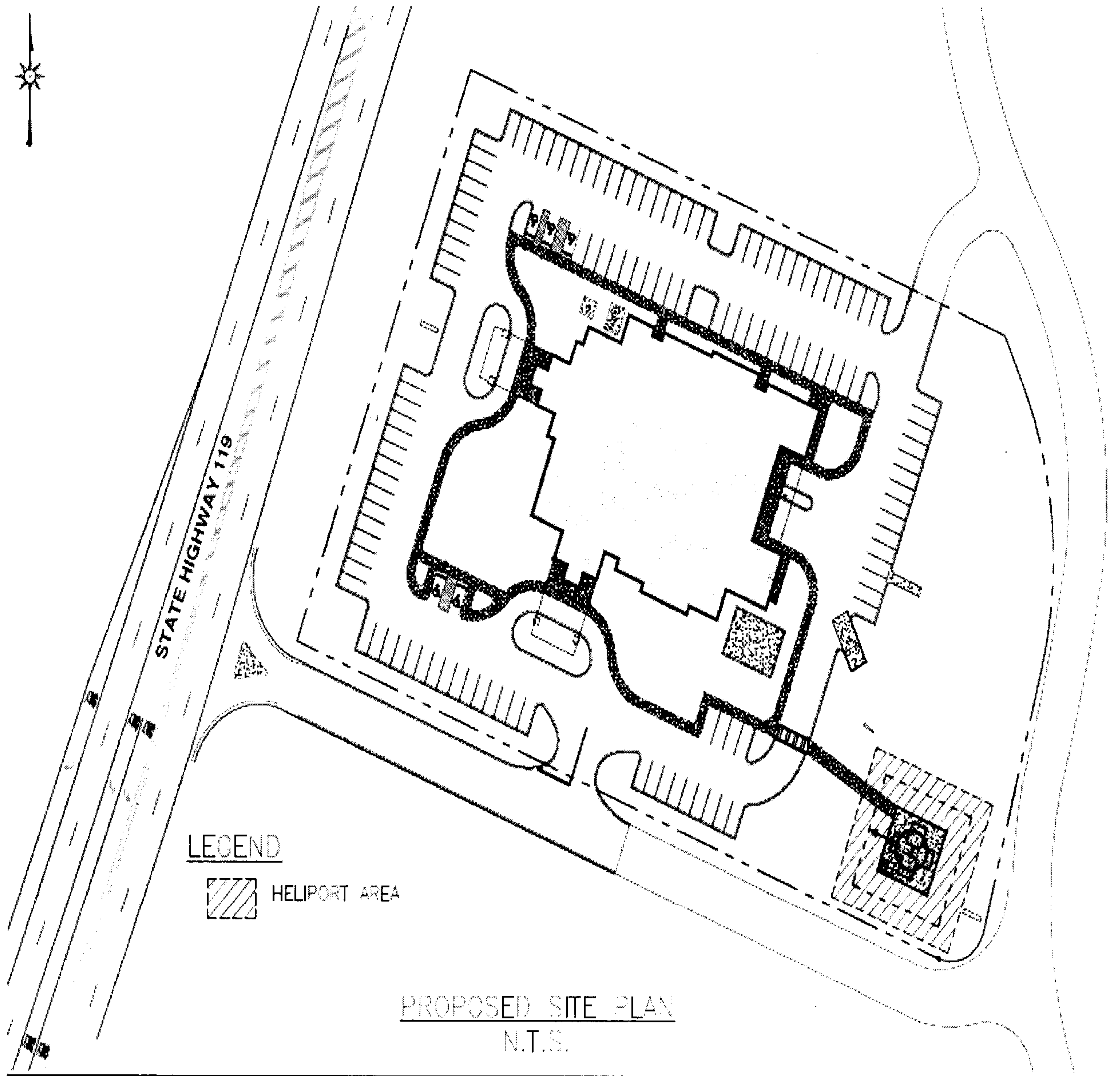
LOT 1, EBSCO'S FED ADDITION TO HOOVER, AS RECORDED IN MAP BOOK 44, PAGE 108 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA.

  
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## EXHIBIT C

### Drawing Indicating Location of Heliport Area




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## EXHIBIT D

### Legal Description of Medvest Property

Lot 1, EBSCO's FED Addition to Hoover, as recorded in Map Book 44, Page 108 in the Office of the Judge of Probate of Shelby County, Alabama.




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Shelby Cnty Judge of Probate, AL  
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**EXHIBIT E**

**Site Plan**

See Attached.

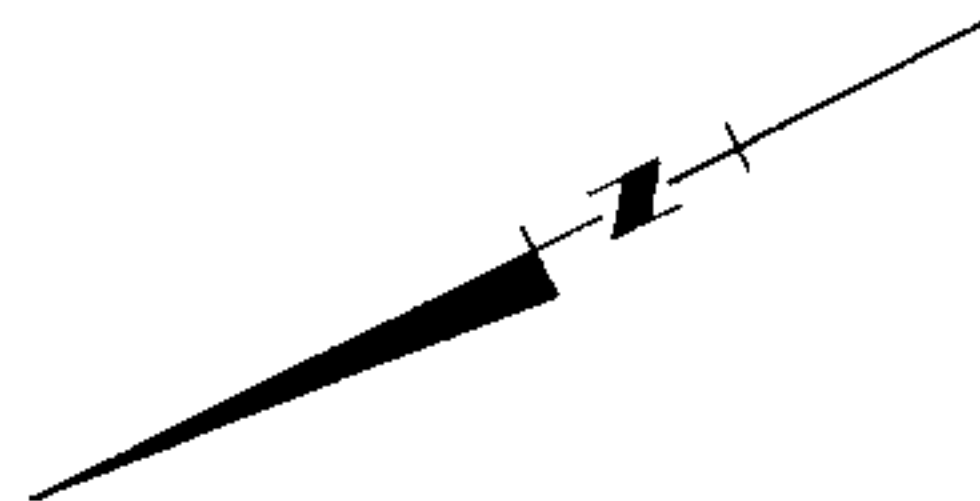
  
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Shelby Cnty Judge of Probate, AL  
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# MEDVEST SITE PLAN EXHIBIT

WALTER SCHOEL ENGINEERING COMPANY, INC.  
1001 22ND STREET SOUTH  
BIRMINGHAM, ALABAMA 35205  
(205) 323-6166  
FEBRUARY 2015

Section 32, Township 18 South, Range 1 West  
N.E. 1/4 - S.W. 1/4



## FUTURE TATTERSALL DEVELOPMENT

5' TEMPORARY STORM  
DRAINAGE EASEMENT

EXISTING  
POND

FUTURE  
RIGHT OF WAY

FUTURE  
RIGHT OF WAY

FUTURE  
PARCELS

MEDVEST SITE  
4.0 ACRES  
(SITE PLAN PROVIDED BY

ALABAMA HWY 119



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02/13/2015 03:45:52 PM FILED/CERT

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