

STATE OF ALABAMA)

JEFFERSON COUNTY)

EASEMENT AGREEMENT

THIS INDENTURE, made and entered into this 7th day of November, 1994, by and between JOSEPH BRUNO (hereinafter referred to as "Grantor") and JACK'S FAMILY RESTAURANTS, INC. (hereinafter referred to as "Grantee") as follows:

W I T N E S S E T H:

WHEREAS, Grantor covenants and warrants, for himself, his heirs, executors, administrators, legal representatives, and assigns, that he is lawfully seized in fee simple of a parcel of real estate situated in Shelby County, Alabama, more particularly described on Exhibit "A," attached hereto and incorporated herein (hereinafter referred to as "Parcel A"), with full right, power, and capacity to sell and convey to Grantee a right-of-way and easement on, over, across, and under all of Parcel A; and

WHEREAS, Grantee has purchased from a third party of even date herewith a parcel of real estate situated in Shelby County, Alabama, more particularly described on Exhibit "B," attached hereto and incorporated herein (hereinafter referred to as "Parcel B"), which may be subsequently improved by Grantee and which shall require for such improvements a right-of-way and easement on, over, across, and under Parcel A to construct, install, operate, clean, maintain, alter, or repair, either septic tanks or a sewer treatment plant for the benefit of any and all improvements on Parcel B; as well as an easement for ingress and egress and parking on, over and across Parcel A ;

WHEREAS, Grantor has heretofore agreed to grant to Grantee a right-of-way and easement on, over, across, and under Parcel A for the purposes and upon the conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor:

1. Right-of-Way and Easement.

The said Grantor, for himself, his heirs, executors, administrators, legal representatives, and assigns does hereby give, bargain, grant, sell and convey to Grantee, and to each and every person, firm, or corporation who may now or hereafter own or lease all or any portion of Parcel B, a non-exclusive right-of-way and easement on, over, under, and across Parcel A for the benefit of and appurtenant to Parcel B.

2. Purpose and Permitted Uses of Right-of-Way and Easement.

A. The right-of-way and easement created herein are for the purpose of permitting Grantee, in its sole discretion, to designate such portions of Parcel A which may be required to construct, install, operate, clean, maintain, alter, and repair either septic tanks or a sewer treatment plant to service the sewage and waste disposal requirements of any and all improvements which Grantee, its successors or assigns, may develop on Parcel B. This right-of-way and easement shall also include, but shall not be limited to, a right of ingress and egress over, under, and across such portions of Parcel A as may be required by Grantee, its successors, assigns, or agents:

- (1) to inspect, survey, review, and determine those portions of Parcel A, to be designated in size and location as set forth herein for either septic tanks or a sewer treatment plant for the benefit of Parcel B improvements; and

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(2) for the construction, installation, operation, cleaning, maintaining, altering, and repairing of either septic tanks or a sewer treatment plant, along with any field lines utilized in connection with said septic tanks or sewer treatment plant, as may be developed in the discretion of Grantee for the benefit of Parcel B improvements.

B. The right-of-way and easements created herein are also for the purpose of permitting Grantee, in its sole discretion, to designate such portions of Parcel A which may be required for Grantee, its employees, agents, and invitees (i) vehicular and pedestrian access, ingress and egress on, over, and across Parcel A and (ii) to park vehicles over, on and across Parcel A.

C. The right-of-way and easements granted in subparagraph A above is outlined in red on Exhibit "A" attached hereto and made a part hereof, and the right-of-way and easements granted in subparagraph B above is outlined in yellow on Exhibit "A" attached hereto and made a part hereof.

3. Limitations.

The right-of-way and easements granted herein are for the benefit of and appurtenant to Parcel B and shall constitute a covenant running with the land and shall be binding upon Grantor, his heirs, executors, administrators, and assigns, and shall inure to the benefit of Grantee, its successors and assigns; provided, however, that the right-of-way and easements granted herein shall terminate fifteen (15) years from the date first above written ("Term"), provided, however, that Grantor or the Grantee has the right to terminate this Agreement prior to the end of the Term upon one hundred eighty (180) days' written notice to the other party if Grantee has the right to use and tie onto a public sewer system to service the improvements located on Parcel B at a location no farther from Parcel B than its boundary lines. The rights-of-way and easements created herein can be extended by the Grantee beyond the Term for an additional five (5) year term with two option terms of five (5) years each, exercisable by notice to Grantor at least sixty (60) days prior to the expiration of the then existing term of this Agreement upon the same terms and conditions as are set forth herein.

4. Covenants of Grantor.

A. Grantor does hereby covenant and warrant that he shall not place, cause to be placed, or permit any restrictions, liens, encumbrances, or erect/construct or cause to be erected/constructed any buildings or improvements of any nature or kind on the area designated by Grantee for the easements subsequent to the grant of the right-of-way and easements created herein which would interfere with the rights of Grantee created herein and the development of septic tanks or a sewer treatment plant to service the sewage and waste disposal requirements of any improvements subsequently placed on Parcel B by Grantee, or the access, ingress and egress, and parking rights on Parcel A granted herein.

5. Covenants of Grantee.

A. Grantee, for itself, its successors and assigns, covenants to use the right-of-way and easements created herein for the benefit of Parcel B in accordance with the express purposes and permitted uses as set forth in Paragraph 2 and to clean and maintain in good condition the areas of Parcel A utilized for the right-of-way and easements granted herein.

6. Consideration.

A. In consideration of the right-of-way and easements granted herein by the Grantor, during the term of this Agreement, Grantee shall pay to the Grantor the sum of \$250.00 per month commencing upon the execution of this Agreement and continuing on a monthly basis each thirty (30) days thereafter.

IN WITNESS WHEREOF, the parties hereto have hereunto set their signature and seals on the day and date first above written.

JACK'S FAMILY RESTAURANTS, INC.

By: [Signature]
Its: PRESIDENT

"GRANTEE"

[Signature]
JOSEPH BRUNO

"GRANTOR"

STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County, in said State, hereby certify that Benny M. LaRosa, whose name as President of Jack's Family Restaurant's, Inc., a 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 said Easement Agreement, he as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand, this 7th day of Nov., 1994.

[Signature]
Notary Public
My Commission Expires: 1/1/96

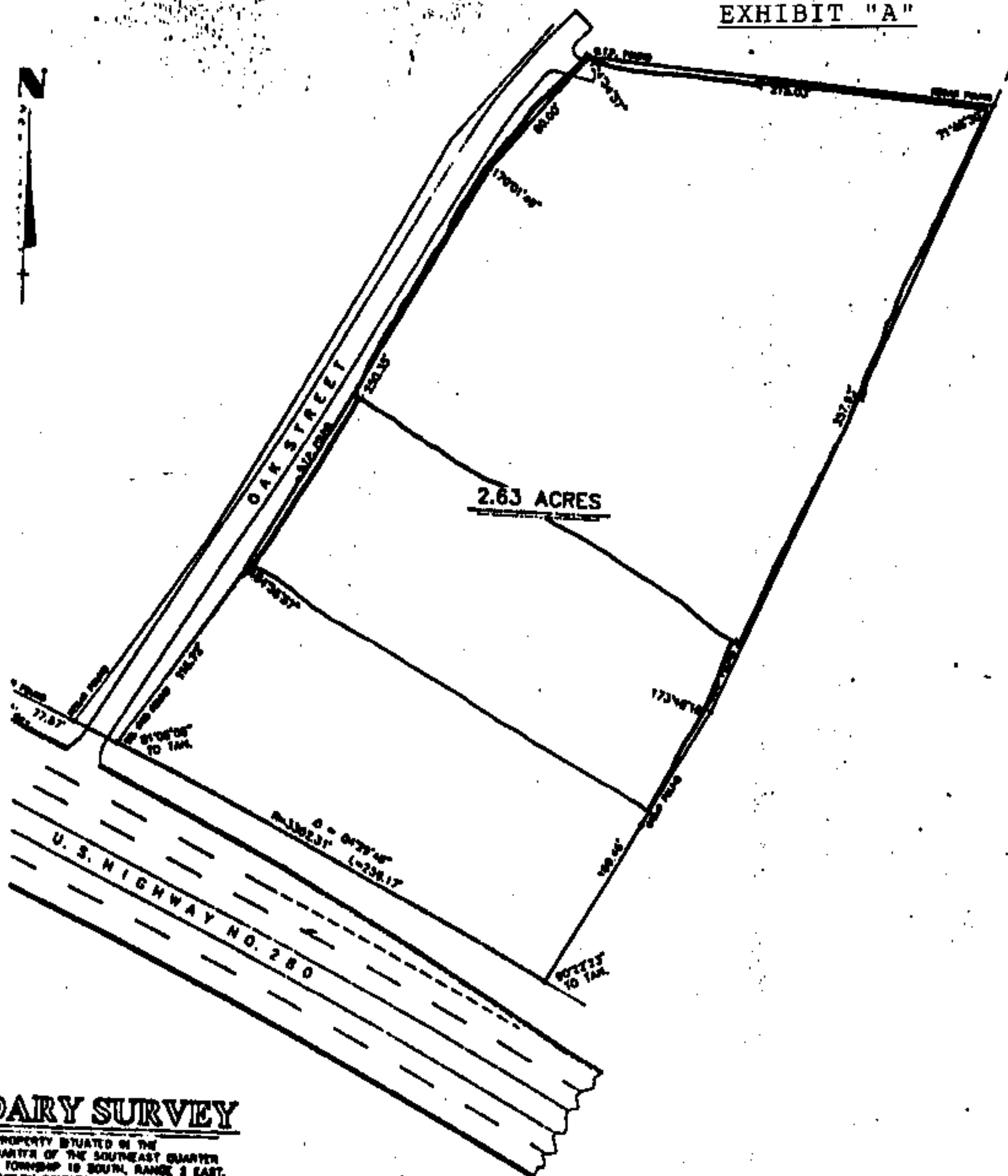
STATE OF ALABAMA)

JEFFERSON COUNTY)

Before me, the undersigned Notary Public in and for said County, in said State, hereby certify that Joseph Bruno, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand, this 7th day of November, 1994

[Signature]
Notary Public
My Commission Expires: 1/1/96



BOUNDARY SURVEY

OF PROPERTY SITUATED IN THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 2 EAST,
IN SHELBY COUNTY, ALABAMA.

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the Southeast corner of said Quarter-Quarter Section; thence with a front alle along the South line of said Quarter-Quarter Section turn left 54°58' and run N 35°48' E a distance of 780.58'; thence turn left 01°27' and run N 34°21' E a distance of 280.10'; thence turn right 77°42'18" a distance of 29.33'. A point on the right of way of Highway # 28; thence 88°25'33" right and run southwesterly along said right of way 88.78'; thence 46°13'28" left and run southeasterly along the right of way here line 84.19'; thence 0°01'08" left and continue along said here line 88.07'; thence 0°06'48" right and continue along said here line 78.24' to the northerly right of way of U. S. Highway No. 280; thence 49°02'48" left and run easterly along said right of way line 77.57' to the intersection with the easterly right of way of Oak Street; and the Point of Beginning of the property herein described; thence 81°06'08" left and run northerly along said Oak Street right of way 118.72'; thence 4°33'57" left and continue along said right of way 250.35'; thence 9°58'11" right and continue along said right of way 80.00'; thence 55°25'03" right and run easterly 215.03'; thence 108°14'30" right and run southwesterly 337.83'; thence 7°11'44" right and run southeasterly 188.48' to the northerly right of way of said U. S. Highway No. 280, said point being on a curve to the left with a radius of 3302.31', and a central angle of 4°28'48"; thence 80°22'23" right and run westerly along the arc of said curve 258.17' to the Point of Beginning. Containing 2.63 acres more or less.

SUBJECT to any and all easements and rights of way of record.

STATE OF ALABAMA
SHELBY COUNTY

I, Thomas L. Douglas a Registered Land Surveyor of Alabama do hereby certify this to be a true and correct map or plat of my survey of the above described property; that all parts of this survey and map have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

According to my survey this 14th day of October 1974

Thomas L. Douglas
Thomas L. Douglas Reg. No. 5344

PREPARED BY
Douglas Engineering Co., Inc.
-ENGINEERS AND SURVEYORS-
P. O. BOX 170518
BIRMINGHAM, ALABAMA 35217

EXHIBIT "A"

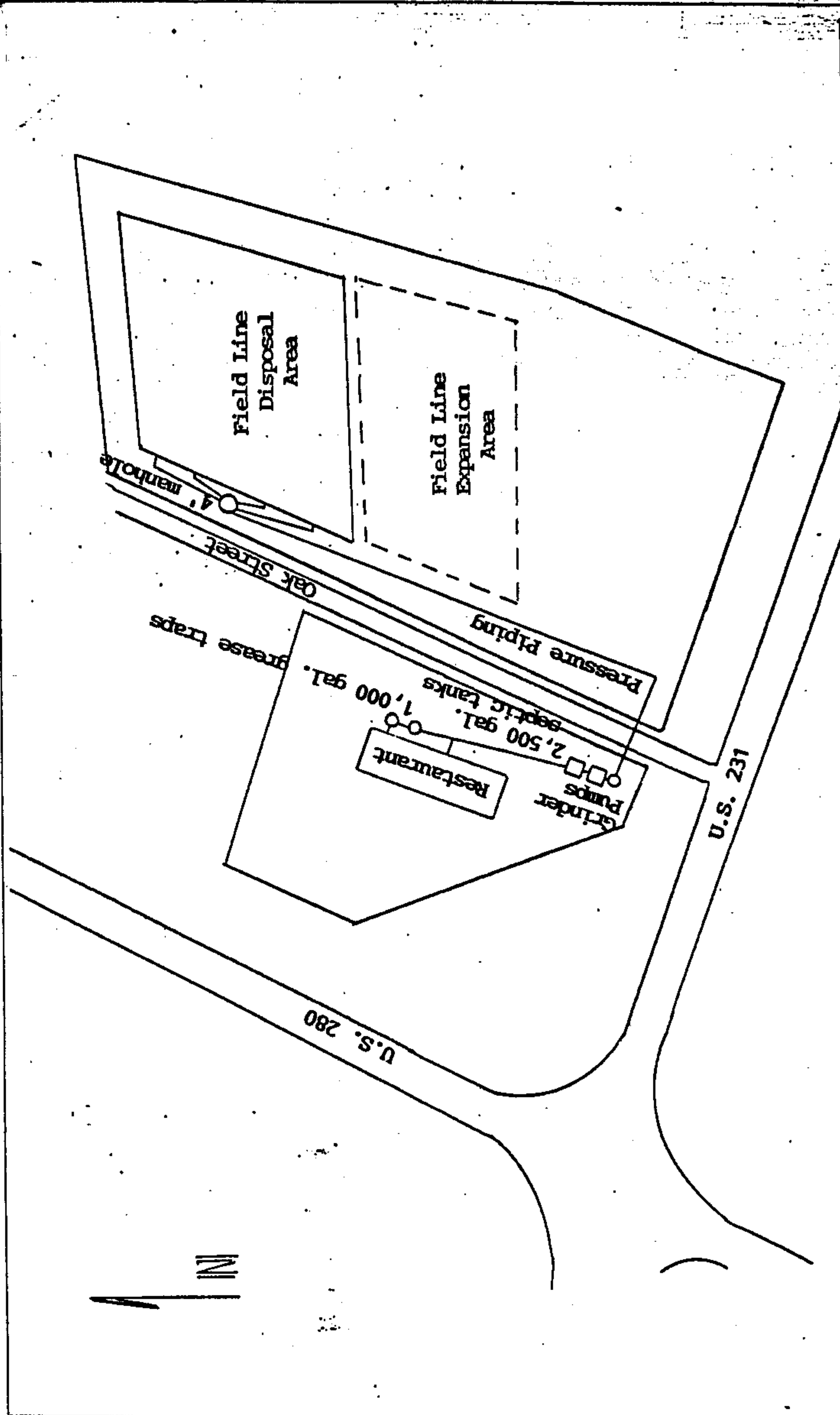


Figure No.

Attachment #5

Scale:

1" = 100'

PLAN VIEW
WASTEWATER DISPOSAL SYSTEM
PROPOSED JACK'S RESTAURANT
Harpersville, Alabama

LAYTON ENVIRONMENTAL
ENGINEERING, INC.
7960 Crestwood Blvd.
Ironton, AL 35210

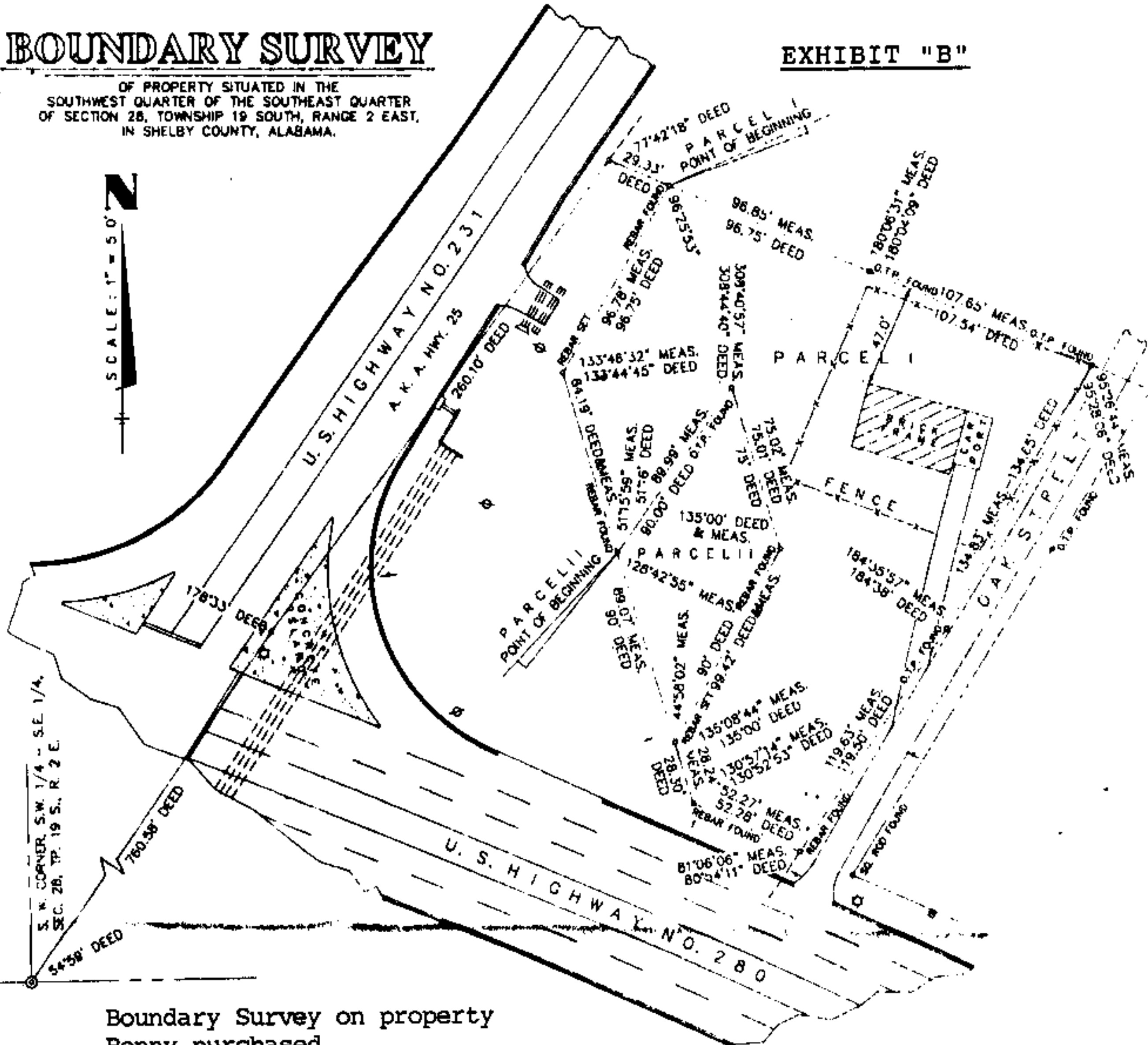
Date: 1994

BOUNDARY SURVEY

EXHIBIT "B"

OF PROPERTY SITUATED IN THE
SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER
OF SECTION 28, TOWNSHIP 19 SOUTH, RANGE 2 EAST,
IN SHELBY COUNTY, ALABAMA.

SCALE: 1" = 50'



Boundary Survey on property Benny purchased.

DESCRIPTIONS:

PARCEL I:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said Quarter-Quarter Section; thence with a front site along the South line of said Quarter-Quarter Section then left $54^{\circ}59'$ and run N $35^{\circ}48'$ E a distance of $760.58'$; thence turn left $01^{\circ}27'$ and run N $34^{\circ}21'$ E a distance of $260.10'$; thence turn right $77^{\circ}42'18''$ a distance of $29.33'$ to the Point of Beginning; said point being on the right of way of Highway # 25; thence continue last described course a distance of $96.85'$ to an existing iron pin; thence turn right $00^{\circ}08'31''$ a distance of $107.65'$ to an existing iron pin on the westerly side of a paved street; thence turn right $95^{\circ}26'44''$ along said street a distance of $134.83'$ to an existing iron pin; thence turn right $04^{\circ}35'37''$ along said street a distance of $119.63'$ to the northerly right of way of Highway # 280; thence turn right $81^{\circ}08'06''$ along said right of way a distance of $52.27'$; thence turn right $49^{\circ}02'46''$ along said right of way a distance of $28.24'$ to an iron; thence turn right $44^{\circ}51'16''$ a distance of $99.42'$ to an existing iron; thence left $45^{\circ}00'00''$ a distance of $75.02'$ to an existing iron; thence turn left $128^{\circ}40'57''$ a distance of $89.89'$ to an existing iron pin on the right of way flare back line at the intersection of Highway #280 and Highway #25; thence turn right $128^{\circ}44'01''$ along said flare back line a distance of $84.19'$ to the easterly right of way of said Highway # 25; thence turn right $46^{\circ}13'28''$ along said right of way a distance of $96.78'$ to the Point of Beginning.

PARCEL II:

A parcel of land located in the Southwest Quarter of the Southeast Quarter of Section 28, Township 19 South, Range 2 East, Shelby County, Alabama, described as follows:

Commence at the Southwest corner of said Quarter-Quarter Section; thence with a front site along the South line of said Quarter-Quarter Section then left $54^{\circ}59'$ and run N $35^{\circ}48'$ E a distance of $760.58'$; thence turn left $01^{\circ}27'$ and run N $34^{\circ}21'$ E a distance of $260.10'$; thence turn right $77^{\circ}42'18''$ a distance of $29.33'$ to a point on the right of way of Highway # 25; thence $96^{\circ}25'53''$ right and run southeasterly along said right of way $96.78'$; thence $46^{\circ}13'28''$ left and run southeasterly along the right of way flare line $84.19'$ to the Point of Beginning; thence $128^{\circ}44'01''$ left and run northeasterly $89.89'$; thence $128^{\circ}40'57''$ right and run southeasterly $75.02'$; thence $45^{\circ}00'$ right and run southeasterly $99.42'$ to a point on said right of way flare line; thence $135^{\circ}01'58''$ right and run northwesterly along said flare line $89.07'$ to the Point of Beginning.

LESS that part lying within that Alabama Power Company Right of Way as recorded in Deed Book 107, page 472.

STATE OF ALABAMA
SHELBY COUNTY

I, Thomas L. Douglas a Registered Land Surveyor of Alabama do hereby certify this to be a true and correct map or plot of my survey of the above described property, that all parts of this survey and map have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama.

According to my survey this 10th day of October 1994.

PREPARED BY:
Douglas Engineering Co., Inc.
-ENGINEERS AND SURVEYORS-

Thomas L. Douglas Reg. No. 5346

SUR133A.DWG

Inst # 1994-36338

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