

879
LAW DEPARTMENT

DIRECT DIAL (305) _____

May 18, 1983

Mr. Jack T. Atchison
Shelby County Abstract Company
P. O. Box 752
Columbiana, Alabama 35051

Re: Burger King Limited Partnership II
#3696 - Pelham, Alabama

Dear Mr. Atchison:

Please find enclosed the following documents to be placed
of record with reference to the above-captioned property:

- BURGER KING
1. Statement of Commencement of Lease/Sublease -
one (1) original
 2. Memorandum of Lease/Sublease - one (1) original

Please contact the recorder's office with the following
information to determine the taxes and recording fees
necessary to record these documents. The annual rental
figure for the lease is \$59,235.00 for a lease term of
twenty (20) years. We will forward a check made payable
to the recorder's office for the taxes and recording fees
when the correct figure is provided by your office.

If further information is necessary, please contact me
at Area Code 305/596-3264.

Thank you for your cooperation in this matter.

Very truly yours,

BURGER KING CORPORATION

Lisa Wilson
Lisa Wilson
Secretary to Polly Haehl

:lw
Enclosures

Jack A.

MEMORANDUM OF LEASE/SUBLEASE

THIS MEMORANDUM OF LEASE/SUBLEASE, made and entered into this 5th day of May, 1983, by and between Burger King Limited Partnership II, a New York Limited partnership (hereinafter "Lessor"), whose address is Two World Trade Center, 105th Floor, New York, New York 10048, and NORMAN F. PLOTT (hereinafter "Lessee"), whose address is 940 Montclair Road, Suite 100, Birmingham, Alabama 35213. (The terms "Lessor" and "Lessee" shall mean respectively "Sublessor" and "Sublessee" whenever the context requires or permits it.)

Lessor, for and in consideration of the execution and delivery of a certain Lease/Sublease dated May 5, 1983, and the rents and covenants specified therein to be paid and performed by Lessee, hereby grants, demises and leases to Lessee, and Lessee does hereby hire and take as Lessee that certain parcel of real property (including the building and related improvements situated thereon) described in Exhibit "A" attached hereto and made a part hereof ("demised premises").

Lessee shall have and hold the demised premises for a period of twenty (20) years, upon the terms, covenants and conditions as set forth in said Lease/Sublease and commencing on the date provided therein. Lessor and Lessee hereby agree that they will execute a supplemental instrument in recordable form setting forth the exact date of commencement and expiration of the term of said Lease/Sublease.

IN WITNESS WHEREOF, the Lessor and Lessee have caused this Memorandum of Lease/Sublease to be executed by these presents the date and year first above written.

Witnesses for Lessor:

BURGER KING LIMITED PARTNERSHIP II
By Its General Partner
Shearson/BK Properties, Inc.

Mayo
Arthur Washington

By: Robert F. Grumet
Attest: Norma Delapine
LESSOR

Witnesses for Lessee:

R.W. Johnson
Donna Kennedy

Norman F. Plott
Norman F. Plott
LESSEE

STATE OF NY)
COUNTY OF NY)

On this 9th day of May, 1982, before me personally came ROBERT F. GREENWALD, to me personally known, who, being by me duly sworn, did depose and say that he resides at 6766 108th Street, New York, New York; that he is the Vice President of SHEARSON/BK PROPERTIES, INC., the sole general partner of BURGER KING LIMITED PARTNERSHIP II, the partnership described in and which executed the within Memorandum of Lease/Sublease; and that he signed his name thereto by authority of such partnership.

Norma Delepine
Notary Public

NORMA DELEPINE
NOTARY PUBLIC, State of New York
No. [REDACTED]
Qualified in New York County
Commission Expires March 30, 1984

STATE OF)
COUNTY OF)

I, Regina Shree Pickles, a Notary Public, hereby certify that NORMAN F. PLOTT, whose name 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 executed the same voluntarily on the day the same bears date.

GIVEN under my hand and seal of office, this 3rd day of May, 1983.

Regina Shree Pickles
Notary Public

My Commission Expires March 18, 1987.

BOOK 347 PAGE 873

Highway 31
Pelham, Alabama

LEGAL DESCRIPTION

Lot 6 and the North one half of Lot 7, of Block 1, Pelham Estates as recorded in Map Book 3 on Page 57 in the office of the Probate Judge of Shelby County, Alabama, less and except that part of same said Lots 6 and N^e of Lot 7, Block 1, Pelham Estates, that is incorporated into the right of way of highway 31 (U.S. 31 South), same said property being described more particularly by metes and bounds as follows:

Commence at the Southwest corner of the SW " of the NW " of Section 13, Township 20 South, Range 3 West, Shelby County, thence run easterly along the south line of said quarter-quarter 552.40' to a point on the east right of way line of U. S. Highway 31 (So) and the Northwest corner of Lot 1, Block 1, of Pelham Estate, thence run southerly along the said east right of way line of said Highway 31 a chord distance of 500.22' to the northwest corner of Lot 6, of Block 1, Pelham Estates and the point of beginning of the property being described, thence turn angle of 78° 42' 27" left from cord and run S 88° 21' 36" E a distance of 272.24' to an iron pin, thence turn an int. angle of 99° 20' 19" and run S 07° 41' 55" E a distance of 150.06' to an iron pin, thence turn an int. angle of 80° 27' 13" and run N 88° 09' 08" W a distance of 267.22' to a steel spike on the East right of way line of U. S. Highway 31, thence turn an int. angle of 101° 30' 01" and run N 09° 39' 09" W a distance of 150.01' to a steel spike on the east right of way line of said Highway, U. S. 31, and the point of beginning, containing 39,796 square feet, 0.9136 acre.

Grantors reserve to themselves a non-exclusive drive easement over said parcel more particularly described as follows:

Beginning at the southwestern corner of the above-described tract, thence running north 9° 39' 9" west along the right-of-way of U. S. Highway No. 31 for five feet to a point, thence departing said right-of-way and running south 88° 9' 8" east for 15 feet to a point, thence running south 9° 39' 9" east for 5 feet to a point on the southern line of the above-described tract, thence running north 88° 9' 8" west along the southern line of the tract for 15 feet to an iron pin and the point of beginning; (said easement containing 73 sq. ft. or 0.0017 acres.)

Grantors also grant to Grantee a perpetual non-exclusive 30.42 foot easement over Grantors' adjacent property for the purpose of ingress and egress, more particularly described as follows:

Beginning at the southeastern corner of the above-described tract, thence running south 7° 41' 55" east along the rear line of Lots 7 and 8 for 142.72 feet to an iron pin set, said iron pin being 20 feet from the existing center line of Vance Street 40 foot right-of-way on the northern right-of-way of Vance Street, thence running north 88° 9' 40" west along said right-of-way for 30.42 feet to an iron pin; thence departing said right-of-way and running north 7° 41' 55" west for 142.72 feet to an iron pin on the southern line of the above-described tract, thence running south 88° 9' 8" east for 30.42 feet to an iron pin and the point of beginning, (said easement containing 4,282 sq. ft. or 0.0983 acres.)

Grantors also grant to Grantee a perpetual non-exclusive 6 foot easement over Grantors' adjacent property for the purpose of erection of a sign, more particularly described as follows:

JKT:1027:wp
#3696
4/28/83

EXHIBIT "A"

Continued

Beginning at the southeastern corner of 30 foot ingress-egress easement, thence running north 88° 9' 40" west along a right-of-way of Vance Street for 3 feet to a point, thence departing said right-of-way and running north 7° 41' 55" west for 6 feet to a point, thence running south 88° 9' 40" east for 3 feet to a point on the eastern line of the 30 foot ingress-egress easement, thence running south 7° 41' 55" east along the eastern line of said easement for 6 feet to an iron pin and the point of beginning, said easement containing 18 sq. ft. or 0.0004 acres.

BOOK 347 PAGE 875

STATE OF ALA. SHELBY CO.
I CERTIFY THIS
DOCUMENT WAS FILED

1983 JUN 20 AM 9:33

Thomas A. Shouder, Jr.
JUDGE OF PROBATE

| | |
|----------|--------|
| Deed TAX | 679.00 |
| Rec | 7.50 |
| Ind | 1.00 |
| | <hr/> |
| | 687.50 |