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EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, dated July 1, 1988, is between JAMES D. WADSWORTH AND WILLIAM THOMPSON WADSWORTH, JR. ("Wadsworth") and McDONALD'S CORPORATION, a Delaware corporation ("McDonald's"). The following statements are a material part of this agreement:

A. McDonald's is the owner of Parcel 1 described in Exhibit A, attached.

B. Wadsworth is the owner of Parcel 2 described in Exhibit B, attached.

C. Wadsworth and McDonald's wish to grant to each other certain mutual easements over, upon and across Parcels 1 and 2.

THEREFORE, in consideration of TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are acknowledged, the following grants, agreements, covenants and restrictions are made:

1. INGRESS AND EGRESS EASEMENT

Wadsworth grants and conveys to McDonald's a non-exclusive easement subject to revocation, for vehicular and pedestrian ingress and egress to and from Parcel 1, appurtenant to Parcel 1, over, upon and across Parcel 2 described in Exhibit C, attached.

McDonald's grants and conveys to Wadsworth a non-exclusive easement, subject to revocation, for vehicular and pedestrian ingress and egress to and from Parcel 2, appurtenant to Parcel 2, over, upon and across Parcel 1 described in Exhibit A attached.

Wadsworth and McDonald's, and any other party subsequently granted the right to use Parcels 1 and 2 by the parties, their heirs, successors or assigns, shall maintain their respective ownership parcels.

The area cross-hatched on the diagram attached hereto as Exhibit C shall be maintained as a common access area for ingress/egress between Parcels 1 and 2 for the duration of the easements contained herein.

2. USE OF EASEMENT AREAS

No trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the access area/driveway between the easement parcels and cross-hatched on Exhibit C, and no change of grade elevation or any excavation shall be performed without prior written approval of the other party, which approval shall not be unreasonably withheld.

BERKOWITZ, LEFKOVITS, ISOM & KUSHNER
ATTORNEYS AT LAW

1100 FINANCIAL CENTER
BIRMINGHAM, ALABAMA 35203

3. ADDITIONS TO DOMINANT TENAMENT

The easements shall also be appurtenant to any land that may hereafter come into common ownership with Parcel 1 and Parcel 2. An area physically separate from Parcel 1 or Parcel 2 but having access to it by means of public ways or private easements, rights or licenses is deemed to be contiguous to Parcel 1 and/or Parcel 2.

4. WARRANTIES OF TITLE

Wadsworth warrants that it has good and indefeasible fee simple title to the Parcel 2 and McDonald's warrants that it has good and indefeasible fee simple title to Parcel 1; that each party has the full right and lawful authority to grant these easements, that each party will defend and indemnify the other against all lawful claims, and that each grantee shall and may peaceably have, hold and enjoy the easements.

5. RUNNING OF BENEFITS

All provisions of this instrument, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the heirs, assigns, licensees, invitees, successors, tenants, employees and personal representatives of the parties.

6. DEFAULT

If there is a failure by either party to perform, fulfill or observe any agreement contained within this Easement Agreement, to be performed, fulfilled or observed by it, continuing for thirty (30) days, or in situations involving potential danger to the health or safety of persons in, on or about or substantial deterioration of Parcel 1 or Parcel 2, in each case after written notice, the other party may, at its election, cure such failure or breach on behalf of the defaulting party. Any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by either party to the other, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest at the lower of (1) the rate of ten percent (10%) per annum, or (2) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full. The provisions of this paragraph shall be in all respects subject and subordinate to the lien of any mortgages or deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders of any mortgages or deeds of trust.

7. REVOCATION

Either party may, upon sixty (60) days prior written notice to the other party, revoke the easements contained herein, at which time all of the easements and other provisions contained herein shall become null and void.

8. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

9. NOTICE

Wadsworth's address is P.O. Box 1417 Clanton, Alabama and McDonald's address is McDonald's Corporation, Real Estate/Legal Department, One McDonald's Plaza, Oak Brook, Illinois 60521, attention: Director, Real Estate/Legal Department. Any party may lodge written notice of a change of address. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

TO INDICATE THEIR CONSENT TO THIS AGREEMENT, Wadsworth and McDonald's, or their authorized representatives or officers, have signed this document.

JAMES D. WADSWORTH AND
WILLIAM THOMPSON WADSWORTH, JR.

MCDONALD'S CORPORATION gm

James D. Wadsworth

By: Augustus B. [Signature]
Vice President

William Thompson Wadsworth, Jr.

ATTEST:
By: Michael [Signature]
Assistant Secretary

WITNESS:
Barbara Cunningham

WITNESS:
[Signature]

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, B and C)

- Exhibit A: legal description of Wadsworth's property
- Exhibit B: legal description of McDonald's property
- Exhibit C: diagram of common access/driveway

Prepared by and Return to:

James D. Montgomery, Jr.
Real Estate Legal Department
McDONALD'S CORPORATION
One McDonald's Plaza
Oak Brook, Illinois 60521

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Parcel 1

A tract of land lying in the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama, being more particularly described as follows: Commencing at the Southwest corner of the SE 1/4 of Section 31, Township 19 South, Range 2 West, Shelby County, Alabama; thence Easterly along the South line of said 1/4 Section 1,826.71 feet to a point; thence turn a right interior angle of 57 deg. 00 min. 07 sec. and run Northwesterly 1,620.77 feet to a point on the Southeast right of way line of Alabama Highway No. 119, being 100 feet Southeasterly of the center line of said Highway; thence turn a left interior angle of 88 deg. 41 min. 21 sec. and run Northeasterly and parallel to said Highway centerline 253.07 feet to a point that is 100 feet Southeasterly of and at right angles to the center line of Alabama Highway No. 119 at Station 37 + 00; thence turn a left interior angle of 165 deg. 57 min. 50 sec. and run Northeasterly 103.08 feet to a point which is 125 feet Southeasterly of and at right angles to the center line of Alabama Highway No. 119 at Station 38 + 00, said point of beginning; thence turn a left interior angle of 194 deg. 02 min. 10 sec. and run Northeasterly and parallel to said highway center line 200 feet to a point which is 125 feet Southeasterly of the center line of Alabama Highway No. 119 at Station 40 + 00; thence turn a left interior angle of 90 deg. 00 min. 00 sec. and run in a Southeasterly direction a distance of 387.21 feet to a point; thence turn a left interior angle of 90 deg. 00 min. 00 sec. and run in a Southwesterly direction a distance of 181.54 feet to a point; thence turn a left interior angle of 135 deg. 00 min. 00 sec. and run a distance of 56.57 feet in a Northwesterly direction along the chord of a curve to the right, having a radius of 40.00 feet and an arc distance of 62.83 feet to a point; thence turn a left interior angle of 135 deg. 00 min. 00 sec. and run a Northwesterly direction a distance of 325.67 feet to a point; thence turn a left interior angle of 135 deg. 00 min. 00 sec. and run in a Northeasterly direction a distance of 30.46 feet along the chord of a curve to the right having a radius of 21.54 feet and an arc length of 33.83 feet to the point of beginning, and making a closing left interior angle of 135 deg. 00 min. 00 sec.; being situated in Shelby County, Alabama.

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LEGAL DESCRIPTION - WADSWORTH PROPERTY - PELHAM, ALABAMA

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 19 SOUTH, RANGE 2 WEST, SHELBY COUNTY ALABAMA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID QUARTER SECTION 1,826.71 FEET TO A POINT;

THENCE TURN A RIGHT INTERIOR ANGLE OF 57°-00'-07" AND RUN NORTH-WESTERLY 1,620.77 FEET TO A POINT ON THE SOUTHEAST RIGHT-OF-WAY LINE OF ALABAMA HIGHWAY #119, BEING 100 FEET SOUTHEASTERLY OF THE CENTERLINE OF SAID HIGHWAY;

THENCE TURN A LEFT INTERIOR ANGLE OF 88°-41'-21" AND RUN NORTH-EASTERLY AND PARALLEL TO SAID HIGHWAY CENTERLINE 253.07 FEET TO A POINT THAT IS 100 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID HIGHWAY AT STATION 37+00;

THENCE TURN A LEFT INTERIOR ANGLE OF 165°-57'-50" AND RUN NORTH-EASTERLY 103.08 FEET TO A POINT WHICH IS 125 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID HIGHWAY AT STATION 38+00;

THENCE TURN A LEFT INTERIOR ANGLE OF 194°-02'-10" AND RUN NORTH-EASTERLY AND PARALLEL TO SAID HIGHWAY CENTERLINE 200 FEET TO THE POINT OF BEGINNING; SAID POINT IS 125 FEET SOUTHEASTERLY AND PARALLEL TO CENTERLINE OF SAID HIGHWAY;

THENCE CONTINUE ALONG LAST STATED COURSE PARALLEL TO SAID HIGHWAY CENTERLINE 200 FEET TO A POINT THAT IS 125 FEET SOUTHEASTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID HIGHWAY AT STATION 42+00;

THENCE TURN A LEFT INTERIOR ANGLE OF 117°-13'-27" AND RUN SOUTH-EASTERLY 153.02 FEET TO A POINT (CONCRETE MONUMENT) THAT IS 550 FEET SOUTHWESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF PROJECT NO. I-65-2-(37) AT STATION 285+00;

THENCE TURN A LEFT INTERIOR ANGLE OF 168°-33'-25" AND RUN SOUTH-EASTERLY ALONG HIGHWAY RIGHT-OF-WAY 198.49 FEET TO A POINT (CONCRETE MONUMENT);

THENCE TURN A LEFT INTERIOR ANGLE OF 167°-53'-47" AND RUN SOUTH-EASTERLY 60.22 FEET TO A POINT;

THENCE TURN A LEFT INTERIOR ANGLE OF 86°-19'-21" AND LEAVING THE HIGHWAY RIGHT-OF-WAY RUN SOUTHWESTERLY 327.83 FEET TO A POINT;

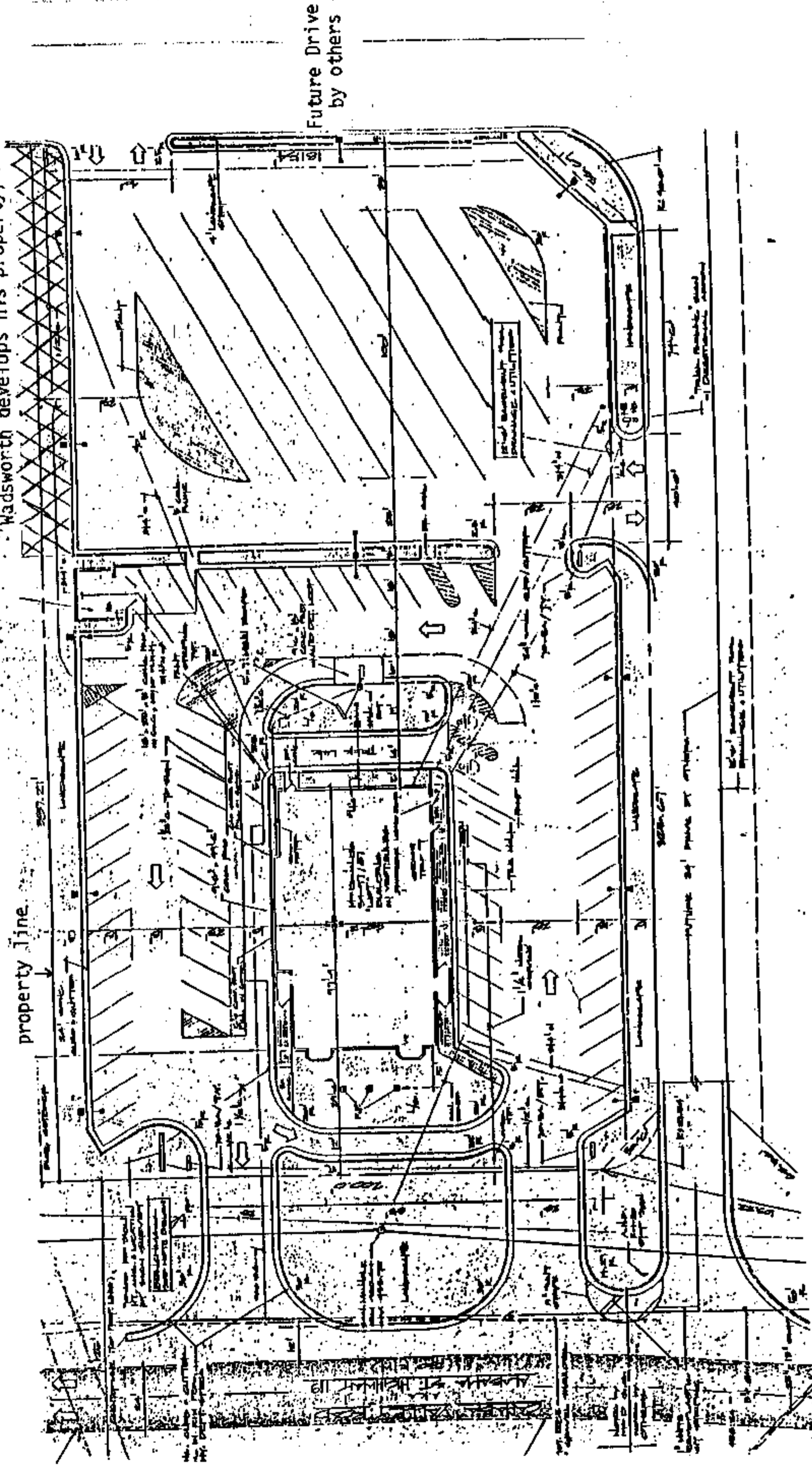
THENCE TURN A LEFT INTERIOR ANGLE OF 90°-00'-00" AND RUN NORTH-WESTERLY 387.21 FEET TO THE POINT OF BEGINNING;

SAID PARCEL CONTAINS 108,284.30 SQUARE FEET/2.49 ACRES, MORE OR LESS.

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WADSWORTH PROPERTY

Common Access Area
(McDonalds curbs to be removed once
Wadsworth develops his property)



STATE OF ALA. SHELBY
I CERTIFY THIS
INSTRUMENT WAS FILED

88 SEP 13 AM 8:41

Thomas A. Sherrill
JUDGE OF PROBATE

1. Deed Tax	\$ 1.50
2. Mtg. Tax	
3. Recording Fee	17.50
4. Indexing Fee	1.00
TOTAL	19.00